

# Collective Agreement

between

Salem Manor Nursing Home  
(the “Employer”)

-and-

Alberta Union of Provincial Employees  
(the “Union”)

Expires July 13, 2017

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## **Preamble**

"It is the intent and purpose of this Collective Agreement which has been negotiated and entered into in good faith to:

- (a) provide lawful and orderly collective bargaining relations between the Employer and its Employees covered by this Collective Agreement , through the Union;
- (b) secure prompt disposition of grievances, to eliminate interruption of work and interference with efficient operation of the Employer's business;
- (c) establish wages and working conditions; and
- (d) generally to administer all terms and conditions herein in a manner consistent with the Collective Agreement.

## **Article 1 - Term of the Collective Agreement**

- 1.01 This Collective Agreement, including Appendix A, unless altered by mutual consent of both Parties hereto, shall be in force and effect from and after the date upon which the Alberta Union of Provincial Employees and Salem Manor Nursing Home exchange notice of ratification of this Collective Agreement up to and including July 13, 2017 and from year to year thereafter unless notice, in writing, is given by either Party during the period between sixty (60) and one hundred and twenty (120) days prior to its expiration date of its desire to amend the Collective Agreement.

## **Article 2 – Definitions**

- 2.01 "Employee" means any person employed by the Employer for whom the Union has been certified as bargaining agent and whose employment status is set in accordance with one of the following:
- (a) "Full-time Employee" means an Employee who is scheduled to work 77.5 hour biweekly pursuant to posting for a position under Article 16.
  - (b) "Part-time Employee" means an Employee who is scheduled to work less than 77.5 hours biweekly pursuant to posting for a position under Article 16.
  - (c) "Casual Employee" means an employee who works on a call in basis and is not regularly scheduled. However, a Casual Employee may be regularly scheduled for a period of six (6) months for a specific job, or may relieve for absences of six (6) months or less.

Casual Employees do not have a continuing employment relationship with the Employer and except as specifically stated in clause 34.02, the provisions of this Collective Agreement shall not apply to Casual Employees.

- 2.02 Where indicated by context or intent of this Collective Agreement the feminine shall be deemed to include the masculine, and the singular shall be deemed to include the plural, and vice versa.
- 2.03 "Shift" means a daily tour of duty exclusive of overtime hours. The first shift of the day shall be that shift in which the majority of hours fall between 2400 and 0700 hours.
- 2.04 "Basic Hourly Rate of Pay" means the applicable step in the salary schedule of the Employee's job classification as set out in the Appendix A, exclusive of all premiums, differentials, overtime or other allowances, etc. All weekend premiums and shift differentials shall not be considered as part of the Employee's basic hourly rate of pay.
- 2.05 For the purpose of applying the terms of this Collective Agreement, time worked shall be deemed to have been worked on the day on which the majority of hours of the shift fall.
- 2.06 "Pyramiding" means the payment of two (2) or more premiums or differentials under different provisions of the Collective Agreement for the same hours worked.
- 2.07 A weekend means Saturday and Sunday.
- 2.08 A "week" means the period between commencement of the night shift on Sunday and the end of the evening shift on the immediately following Sunday.
- 2.09 "Licensed Practical Nurse" means an Employee who is registered as a Licensed Practical Nurse pursuant to the Health Professions Act of Alberta. "Registration" shall take meaning from the Health Professions Act of Alberta.
- 2.10 "Continuous Employment" means the period of employment commencing from the Employee's latest date of hire with the employer and with no break in service since then.
- 2.11 "Union" means Alberta Union of Provincial Employees Local 047, Chapter 024. In the event of a change of name of the aforementioned Union, the subsequent name shall be recognized.
- 2.12 "Employer" means and includes such officers as may from time to time be appointed or designated to carry out administrative duties in respect of the operation and management of Salem Manor Nursing Home.
- 2.13 "Shift Cycle" means the period of time when the shift schedule repeats itself. In those instances where the shift schedule does not repeat itself, the term "Shift Cycle" shall be understood to mean a period of time not exceeding six (6) weeks.
- 2.14 "Business day" means Monday, Tuesday, Wednesday, Thursday or Friday exclusive of Named Holidays with each day ending at 4:00 pm.

### **Article 3 - Change in Collective Agreement**

- 3.01 Changes to this Collective Agreement may be made in writing by mutual agreement between the Parties at any time during the term of such Collective Agreement and this change shall form part of the Collective Agreement. The President of the Union or his designate shall act on behalf of the Union.

### **Article 4 - Recognition and Negotiation**

- 4.01 The Employer recognizes the Union as the sole and exclusive bargaining agent for all and that this Collective Agreement shall apply to all Employees at Salem Manor, covered by Certificate #71-2013 as issued by the Alberta Labour Relations Board.

- 4.02 No Employee will be required or permitted to make any written or verbal agreement which is in conflict with this Collective Agreement.

- 4.03 (a) Correspondence

Each Party will designate a person or persons and all correspondence between the Parties arising out of this Collective Agreement or incidental thereto shall pass to and from such designated persons.

- (b) Employees shall be permitted to wear only a Union log pin during hours of work provided it does not create a health hazard.

- 4.04 Union Bargaining Committee

- (a) For the purposes of this Collective Agreement, the Union shall be represented by its appointed Membership Services Officers. The Union shall provide the Employer with a current list of the Membership Services Officer's names
- (b) The Union Bargaining Committee shall consist of up to two (2) Employees who have completed their probationary period. The Union will advise the Employer of the names of the members of the Union Bargaining Committee.
- (c) Prior to entering the Employer's premises for Union business, a Union Representative shall first obtain permission from the Employer. Such permission of the Administrator or designate shall not be unreasonably withheld.
- (d) The Union may request to conduct its ratification vote on the Employer's premises subject to the approval of the Employer.

- 4.05 The Union shall be given the right to make a presentation to new Employees of up to thirty (30) minutes during the Employer's general orientation session. A representative of the Employer may be present at such presentation.

- 4.06 (a) A request by any Employee for a Union Representative at a meeting which the Employer designates as being investigative or disciplinary shall not be denied provided the Union Representative is available within a reasonable timeframe.
- (b) Employees and the Chapter shall have the right to request the assistance of a Union Representative in dealing or in negotiating with the Employer.
- 4.07 The Employer will notify the Employee of her right to Union Representation prior to a meeting which the Employer designates as being investigative or disciplinary.

## **Article 5 - Union Membership, Check-Off and Dues Deduction**

- 5.01 Membership in the Union shall be voluntary on the part of each Employee. All Employees shall have the right to be members of the Union.
- 5.02 A representative of the Union shall have the right to make a presentation of up to thirty (30) minutes at the orientation of new Employees with respect to the structure of the Union as well as the rights, responsibilities and benefits under the Collective Agreement. A representative of the Employer may be present at such presentation.

- 5.03 The Employer shall deduct from all Employees any dues, initiation fees or assessments levied in accordance with the Union's constitution and by-laws.

The Union shall notify the Employer in writing of any change in the amount of dues at least one (1) month prior to the implementation of such change and such change will not be made more than once annually.

- 5.04 Pursuant to Union notice under clause 5.03, deductions shall be made from the pay of each employee for each pay period and the total amount deducted from all Employees shall be forwarded to the Secretary-Treasurer of the Union not later than the 15th of the month following the month in which deductions have been made. The deduction remittance shall include in a printed form or by electronic file showing the Employee name, Employee address, Employee number, current dues deducted, year-to-date dues deducted, job classifications, basic hourly rate of pay, employment status, paid hours in the reporting period, and gross earnings in the reporting period.
- 5.05 The Union shall indemnify and keep the Employer harmless from any claims that may arise either from any deduction of wages in respect of check-off monthly payments, dues remittances, initiation fees or assessments or any action taken at the request of the Union.
- 5.06 The Employer will note the Union dues deducted and enter the amount on T-4 slips issued for income tax purposes.

## **Article 6 – Management Rights**

- 6.01 The Employer reserves all rights not otherwise abrogated or restricted in this Collective Agreement.

## **Article 7 – Health and Safety**

- 7.01 The Employer shall maintain an Occupational Health and Safety Committee and the Union shall have the right to designate up to three (3) members from the bargaining unit (i.e. Employees) as members of this Committee. This Committee may include representatives from other employee groups. The number of Employer representatives on the Committee shall not exceed the number of representatives from the Union and other employee groups.
- 7.02 The OH&S Committee shall meet at least quarterly or more frequently if required by either Party at a mutually acceptable hour and date.
- 7.03 The Committee shall:
- (a) identify situations which may be unhealthy or unsafe in respect of the worksite and make appropriate recommendations; and,
  - (b) recommend measures to protect the safety and health of Employees in the facility and to check the effectiveness of such measures.
- 7.04 Employees shall not suffer any loss of pay for attending the OH&S Committee meetings.

## **Article 8 - Discrimination**

- 8.01 The Employer and the Union agree to abide by the *Alberta Human Rights Act*, as amended. It is agreed that there shall be no discrimination, restriction or coercion exercised or practiced on the part of the Employer or the Union with respect to any Employee by reason of membership or non-membership or activity in the Union, or with respect to any of the listed grounds in the aforementioned Act including, age, race, colour, religious or political beliefs, gender, sexual orientation, physical disability, place of origin, marital status or ancestry. For the purposes of this clause, the Parties agree that the defences and definitions of the aforementioned Act are applicable. An Employee may only grieve on the basis of this clause if they have not availed themselves of the procedures available under the *Alberta Human Rights Act*. Should an Employee elect to pursue the remedy under that Act, such grievance shall be deemed to be abandoned.

## **Article 9 - Bulletin Board Space**

- 9.01 The Employer shall provide bulletin board space which shall be placed so that all Employees shall have access to it and upon which the Union shall have the right to post notice of meetings and such other notices as may be of interest to Employees. It is not the intention of the Union to post anything objectionable to the Employer. The Employer reserves the right to request that posted material damaging to the Employer be immediately removed and the Union will immediately remove the material.

## **Article 10 – Union Stewards**

- 10.01 The Union shall notify the Employer, in writing, of the name of the Chapter Chairperson and Stewards. .
- 10.02 The Union recognizes that a Shop Steward is employed by the Employer and she will not leave her work during working hours except to perform her duties under this Collective Agreement. Therefore, no Shop Steward shall leave her work without prior permission of the Employer. Such permission shall not be unreasonably withheld.

A Shop Steward shall suffer no loss pay for time spent on the Employer's premises in performing her duties as Shop Steward.

- 10.03 A list of Union Stewards shall be supplied by the Union to the Administrator and she shall be advised in writing of any changes to this list. The Union Stewards list shall be updated by the Union in May on annual basis.

## **Article 11 - Grievance Procedure**

- 11.01 Definition of Grievance

A grievance shall be defined as any difference arising out of the interpretation, application, administration or alleged violation of this Collective Agreement.

- 11.02 Settling of Grievances (Procedures)

An earnest effort shall be made to settle grievances fairly and promptly. The grievance procedure is as follows:

### **Step I**

An Employee who believes she has a grievance arising out of this Collective Agreement shall first discuss the matter with her department supervisor within five (5) days of the date of the incident giving rise to the grievance. The Employee shall have the right to be accompanied by a Steward, while discussing the matter with her department supervisor. A sincere attempt shall be made by both Parties through discussions to resolve the problem at this level. The department supervisor shall advise the Employee of her decision within five (5) days of the date the matter was first discussed.



In the event that the difference affects two (2) or more Employees, the grievance may be dealt with as a group grievance commencing at Step II within five (5) days of the incident giving rise to the grievance.

In the event an Employee alleges that she has been dismissed or suspended without just cause, she shall commence her grievance at Step II within five (5) days of her dismissal or suspension.

#### Step II

Failing settlement within five (5) days after the grievance was replied to by the department supervisor, the Union will submit to the Administrator or designate a written statement of the particulars of the grievance and the redress sought. The Administrator or designate shall convene a meeting within five (5) days of receipt of the grievance and shall render her decision in writing within five (5) days after the meeting.

In the case of a group grievance or suspension or dismissal grievance, the Union will submit to the Administrator or designate a written statement of the particulars of the grievance and the redress sought. The Administrator or designate shall convene a meeting within five (5) days of receipt of the grievance and shall render her decision in writing within five (5) days after the meeting.

#### Step III

Failing a satisfactory settlement being reached in Step II, the Union will refer the dispute to arbitration within thirty (30) days of receipt of the written decision in Step II otherwise such grievance shall be deemed to have been resolved in accordance with the Step II written decision.

### 11.03 Exclusion of Saturdays, Sundays and Named Holidays

Saturdays, Sundays and Named Holidays shall not be counted in determining the time within which any action is to be taken or completed under each of the steps of the Grievance Procedure.

### 11.04 Union and/or Employer Grievances

The Union or the Employer shall have the right to originate a grievance consisting of an allegation of a general misinterpretation or violation of this Collective Agreement by the Employer or the Union and to seek adjustment with the Employer or Union in a manner provided it is presented within twenty (20) days after the circumstances giving rise to the grievance have originated or occurred. Such a grievance shall commence at Step II.

### 11.05 Time limits set out in this Article are mandatory. The time limits specified in the Grievance Procedure may be extended by mutual consent, in writing, between the Union and the Employer. The steps specified in the Grievance Procedure may be waived by mutual consent, in writing, between the Union and the Employer.

No matter may be submitted to Arbitration which has not been properly carried through the Grievance Procedure, Article 11, within the time specified, provided that the Parties may extend the time limits and waive steps in the Grievance Procedure by mutual agreement in writing.

- 11.06 Where a response is not given by a Party within the specified time limits in the Grievance Procedure or when a meeting is not held within the specified time limits in the Grievance Procedure, the other Party may submit the grievance to the next step of the Grievance Procedure otherwise, the grievance shall be deemed to be abandoned.

## **Article 12 – Arbitration**

12.01 (a) Single Arbitrator

The Employer and the Union agree that the following persons will act as a single arbitrator for each grievance requiring arbitration under this Agreement:

1. A. Sims
2. Allan Beattie
3. John Moreau

(b) Selection of Arbitrator

The method of selecting a single arbitrator shall be by rotation, starting with the order of the names listed above. If the arbitrator so selected is unable to act, then the arbitrator next on the list of names shall be selected. Unless otherwise agreed to, a single arbitrator will be appointed for each grievance or group grievance.

- 12.02 The arbitration decision shall be governed by the terms of this Collective Agreement and the arbitrator shall not make any decision inconsistent with any provision of the Collective Agreement or make an order to alter, amend or in any way change the terms of this Collective Agreement.

12.03 Arbitration Expenses

The Parties hereto shall jointly bear the expenses of the arbitrator. The proceedings of the arbitration will be expedited by the Parties hereto.

- 12.04 No sole Arbitrator shall have authority to make any decision inconsistent with, or to make an order to direct the alteration, modification or amendment of, any provision of the Collective Agreement.

- 12.05 The decision of the Arbitrator shall be final and binding upon the Employer, the Union and the Employees concerned.

## **Article 13 – Probation Period**

- 13.01 (a) A newly hired Employee shall serve a probation period of four hundred and sixty-five (465) hours worked from date of hire.
- (b) The probation period may be extended for a maximum period of three hundred and ten (310) hours worked, subject to mutual agreement in writing by the Employer and the Union.
- (c) If a new Employee is unsuitable in the opinion of the Employer, such Employee may be terminated at any time during the probation period without:
- (i) notice; or
  - (ii) pay in lieu of notice; and
  - (iii) shall not have recourse to the grievance and/or arbitration procedures.
- 13.02 The Employer shall provide a performance appraisal, in writing, at least once during an Employee's probation period.
- 13.03 Probationary Employees are not entitled to participate in the RRSP or Health Benefit Premiums.
- 13.04 Upon achieving a Full or Part time position, hours worked as a Casual Employee shall be credited as time served for the purposes of the probation provided the Employee has not had a break from active employment of ninety (90) consecutive calendar days.

## **Article 14 - Salaries**

- 14.01 The basic hourly rates of pay for each job classification shall be expressed in hourly terms in Appendix A, and shall be effective from and after the dates specified.
- 14.02 Employees shall advance to the next higher basic hourly rate of pay upon the completion of hours worked as set out Appendix A.
- 14.03 For newly hired Health Care Aides (HCA) upon verification of a new Employee having job specific and relevant experience satisfactory to the Employer and upon the Employer receiving a letter of portability from the Employee's past employer(s) verifying previous experience and provided that no more than two (2) years have elapsed since the experience was obtained, her starting salary shall be adjusted to a maximum of 4 increments by applying the following formula:
- (a) advance starting rate to the second (2nd) increment in the salary scale if she has more than two thousand six hundred and twenty five (2,625) hours worked; or
  - (b) advance starting rate to the third (3rd) increment in the salary scale if she has more than four thousand five hundred and twenty five (4,525) hours worked; or

- (c) advance starting rate to the fourth (4th) increment in the salary scale if she has more than six thousand four hundred and twenty five (6,425) hours worked; or
- (d) advance starting rate to the fifth (5th) increment in the salary scale if she has more than eight thousand three hundred and twenty five (8,325) hours worked.

14.04 For newly hired Licensed Practical Nurses (LPN) upon verification of a new Employee having job specific and relevant experience satisfactory to the Employer and upon the Employer receiving a letter of portability from the Employee's past employer(s) verifying previous experience, the Employer will recognize such experience provided that no more than three (3) years have elapsed since the experience was obtained.

Recognition of previous experience will be on the basis of one (1) annual increment for hours worked equivalent to each one (1) year of service up to a maximum of the LPN wage grid. Part time service shall be recognized on a pro-rata basis with one (1) year experience recognized for each 2015 paid hours in the qualifying period. Additional time worked, measured in hourly units and not credited for the purpose of initial placement on the salary grid, shall be applied towards the calculation of the next increment.

The Employer may recognize experience if more than a three (3) year lapse has occurred and the Employee has fulfilled the licensing requirements of the CLPNA.

14.05 With respect to clauses 14.03 and 14.04, it shall be the responsibility of a newly hired Employee to provide the Employer reasonable proof of recent and related experience in order to be considered for recognition of previous experience. If she fails to do so within one (1) month of her date of hire, she will not be entitled to retroactivity.

## **Article 15 - Paydays**

15.01 Employees shall be paid no less frequently than bi-weekly; through a direct bank deposit to the Employee's designated bank account. Employees will receive a bi-weekly statement of earnings and deductions, where possible, on the day prior to payday. Upon request, but not more frequently than once per quarter of each fiscal year, the Employer shall advise an Employee of her accrued sick leave and accumulated vacation credits.

### **15.02 Errors on Pay Cheques**

- (a) In the event of an error on an Employee's pay, the correction will be made in the pay period following the date on which the underpayment comes to the Employer's attention. If the error results in an Employee being underpaid by one (1) day's pay or more, the Employer will provide payment for the shortfall within one (1) week from the date it is notified of the error.

If an Employee is overpaid, the Employer will collect the overpayment after it has arranged a reasonable schedule with the Employee. The minimum bi-weekly repayment will be twenty-five (\$25.00) dollars.

(b) Calendar Year-End Advance Pay

By mutual agreement of the Parties, employee written authorization for overpayment corrections may be waived in lieu of workplace posting notifying employees of overpayment corrections by the Employer.

## **Article 16 - Hours of Work**

- 16.01 (a) This Article shall not be constructed as a guarantee of pay or hours of work.
- (b) Full-time hours are defined as seven and three quarter (7.75) hours per day exclusive of an unpaid meal period or seventy-seven and one half (77.5) hours in a fourteen (14) calendar day period.

16.02 Rest and Meal Periods

Employees shall be permitted:

- (a) one (1) paid rest period of fifteen (15) minutes during each period of three point eight seven five (3.875) hours of work, the time of which shall be scheduled by the Employer.

And

- (b) one (1) thirty (30) minute unpaid meal period during each shift greater than five (5) hours, the time of which shall be scheduled by the Employer.

Without the written agreement of the Employer, rest period(s) and/or the meal period shall not be combined to make longer less frequent breaks. Without the written agreement of the Employer, Employees will not take their rest period(s) and/or meal period at the end of their shift.

16.03 Shift Schedules

- (a) Shift schedules shall be posted not less than four (4) weeks in advance and shall be posted in each department. They shall show the shifts to be worked.
- (b) When a change is made in the Employee's scheduled workdays the Employee shall be informed and the change shall be recorded on the shift schedule. When such change is made with less than seven (7) calendar days notice, the Employee shall be paid at one and one-half times (1.5X) her basic hourly rate of pay for all hours worked on the first (1<sup>st</sup>) shift of the changed schedule.

#### 16.04 Hours of Work

(a) Full-time Employees

Unless otherwise mutually agreed between the Employer and the Employee, shift schedules for Full-time Employees shall provide for:

- (i) At least one weekend off in each 21-day cycle.
- (ii) At least ten (10) hours time off shall be scheduled between regular shifts or changeover of shifts.
- (iii) An Employee shall not be required to work more than six (6) consecutive shifts without receiving a day off.
- (iv) No split shifts.

(b) Part-time Employees

Unless otherwise mutually agreed between the Employer and the Employee, shift schedules for Part-time Employees shall provide for:

- (i) At least one weekend off in each 21-day cycle.
- (ii) At least ten (10) hours time off shall be scheduled between regular shifts or changeover of shifts.
- (iii) An Employee shall not be required to work more than six (6) consecutive shifts without receiving a day off.
- (iv) No split shifts.

- (c) Failure to provide at least ten (10) hours rest between scheduled shifts as per clauses 16.04 (a) (ii) and 16.04 (b) (ii), shall result in payment of overtime at established rates for any hours worked during normal rest periods unless the Employer and the Union have mutually agreed to optional scheduling provisions that provide for less than ten (10) hours rest between scheduled shifts.

#### 16.05 Additional Hours

(a) Vacant Shifts

- (i) Fourteen (14) calendar days before the shift schedule is posted, the Employer shall inform Employees of the vacant shifts contained in the next shift schedule.

- (ii) Within seven (7) calendar days from the date the Employer informs the Employees of vacant shifts in clause 16.05 (a) (i) above, Part-time and Casual Employees may indicate, in writing, their preference for such vacant shifts as per a procedure outlined by the Employer.
  - (iii) Based on the names submitted in clause 16.05 (a) (ii), the Employer shall assign vacant shifts on the basis of seniority and preference first to Part-timers and if no Part-times indicate a preference, then to Casuals.
  - (iv) Any vacant shifts once the shift schedule is posted pursuant to clause 16.05 (iii) can be picked up by the first Part-time or Casual Employee who indicates their preference for the shift as per a procedure outlined by the Employer.
  - (v) Any vacancies that still exist after the above processes are used shall be considered "call-in shifts" and shall be filled in accordance with clause 16.05 (b) below.
- (b) Call-in Shifts
- (i) Part-time and Casual Employees who wish to be considered for call-in shifts shall indicate their availability by submitting an availability sheet.
  - (ii) The onus shall be on an Employee to keep the Employer informed of her availability by updating her availability sheet. If an Employee has not provided the Employer with an availability sheet, she will not be called.
  - (iii) The Employer shall attempt to assign call-in shifts on the basis of seniority and availability by calling down the seniority list. The Employee shall get the shift who answers the phone or returns a message prior to the shift being filled.
  - (iv) After the shift schedule has been posted, should a full shift remain available after the call-in list has been exhausted, the most senior Employee on duty who is working a shift of less than 7.75 hours shall be offered the opportunity to work the longer shift.
- (c) Additional hours of work assigned to an Employee through the process stated in clauses 16.05 (a) or 16.05 (b) shall not be considered a change to an Employee's scheduled workdays and therefore, clause 16.03 shall not apply.

## 16.06 Trading Shifts

- (a) An Employee may trade shifts with another qualified Employee within her job classification and within her status (Full-time, Part-time and Casual) provided that:
  - (i) the trade is agreed to between the affected Employees, in writing, on a Shift Trade Request Form prior to the traded shifts being worked; and

- (ii) prior approval of such trade is granted by the Employee's immediate supervisor(s) on the Shift Trade Request Form.
  - (iii) When shift trades have been requested and approved, Employees will relinquish their previous scheduled shift(s) and be required to work the shift(s) trades, as if it was part of their schedule.
- (b) Traded shifts shall be recorded on the shift schedule. Traded shifts shall not be deemed a violation of the provisions of this Collective Agreement, nor shall it result in any extra cost for the Employer.

#### 16.07 Reporting Pay

In the event an Employee reports for work as assigned and is directed by the Employer to leave, she shall be compensated for the inconvenience by payment equivalent to three (3) hours' pay at her basic hourly rate of pay.

#### 16.08 Daylight Saving Time

During the changeover from Daylight Savings Time to Mountain Time or vice versa, an Employee shall be paid her basic hourly rate of pay for actual hours worked.

### **Article 17 - Overtime and On-Call/Callback**

#### 17.01 Overtime Premium

The Employer shall determine when overtime is necessary and for what period of time it is required. All authorized time worked in excess of and in conjunction with seven and three quarters (7.75) hours per day or seventy seven and one-half (77.50) hours in a fourteen (14) calendar day biweekly period shall be paid for at the rate of two times (2X) the Employee's basic hourly rate of pay for the work performed.

17.02 The Employer may limit the amount of overtime hours worked by an Employee.

17.03 If mutually agreed between the Employee and the Employer, equivalent time off in lieu of overtime pay may be granted. Time off in lieu of overtime shall be the equivalent of the actual time worked adjusted by the applicable overtime rate. Time off not taken by end of February in any given year shall be paid out in March.

17.04 An Employee shall not be required to layoff during a scheduled shift to equalize any overtime previously worked.



## **Maintenance Workers only (17.05, 17.06, 17.07)**

### **17.05 On-Call**

- (a) On-Call duty shall mean any period during which the Maintenance Worker II is not working but during which the Employee is required by the Employer to be readily available to respond without undue delay to any request to report for work.
- (b) For each assigned hour of authorized On-Call duty, the Maintenance Worker II shall be paid:
  - (i) on scheduled days of work, the sum of one dollar and twenty-five cents (\$1.25) per hour; and
  - (ii) on days off and Named Holidays, the sum of one dollar and fifty cents (\$1.50) per hour.

### **17.06 Call-Back**

When the Maintenance Worker II is called back and required to return to work outside of their regular hours the Employee shall be paid for any one (1) call at either:

- (a) the overtime rate as specified in Article 17; or
- (b) three (3) hours at the basic hourly rate of pay; whichever is greater.

17.07 Call-back compensation may be taken in pay or in time off in accordance with Article 17.03.

## **Article 18 - Pyramiding**

18.01 Except where expressly authorized in this Collective Agreement, there shall be no pyramiding of premiums and/or differentials.

18.02 Where two (2) or more applicable premiums and/or differentials may apply, the Employee will be paid only one (1) such premium or differential, that being the greatest of the applicable premiums or differentials.

## **Article 19 – Shift Differential**

19.01 (a) A shift differential of three dollars (\$3.00) per hour shall be paid to Health Care Aides and Licensed Practical Nurses working a shift where the majority of such shift falls within the period of twenty three hundred (2300) hours to zero seven hundred (0700) hours.

Effective March 14, 2016: A shift differential of three dollars and seventy five cents (\$3.75) per hour shall be paid to Health Care Aides and Licensed Practical Nurses working a shift where the majority of such shift falls within the period of twenty three hundred (2300) hours to zero seven hundred (0700) hours.

Effective June 11, 2016: A shift differential of four dollars (\$4.00) per hour shall be paid to Health Care Aides and Licensed Practical Nurses working a shift where the majority of such shift falls within the period of twenty three hundred (2300) hours to zero seven hundred (0700) hours.

- (b) A shift differential of two dollars and twenty five cents (\$2.25) per hour shall be paid to all employees (except Health Care Aides and Licensed Practical Nurses) working a shift where the majority of such shift falls within the period of fifteen hundred (1500) hours to zero seven hundred (0700) hours.

Effective March 14, 2016: A shift differential of two dollars and fifty cents (\$2.50) per hour shall be paid to all employees (except Health Care Aides and Licensed Practical Nurses) working a shift where the majority of such shift falls within the period of fifteen hundred (1500) hours to zero seven hundred (0700) hours.

Effective June 11, 2016: A shift differential of two dollars and seventy five cents (\$2.75) per hour shall be paid to all employees (except Health Care Aides and Licensed Practical Nurses) working a shift where the majority of such shift falls within the period of fifteen hundred (1500) hours to zero seven hundred (0700) hours.

## **Article 20 - Weekend Premium**

### **20.01 (a) Health Care Aides and Licensed Practical Nurses**

A weekend premium of three dollars (\$3.00) per hour shall be paid to all Employees working a shift where the majority of such shift falls during a sixty-four (64) hour period commencing at fifteen hundred (1500) hours on a Friday.

- (b) For job Classifications excluding Health Care Aides and Licensed Practical Nurses

A weekend premium of two dollars and twenty five cents (\$2.25) per hour shall be paid to all Employees working a shift where the majority of such shift falls during a sixty-four (64) hour period commencing at fifteen hundred (1500) hours on a Friday.

Effective March 14, 2016: A weekend premium of two dollars and seventy five cents (\$2.75) per hour shall be paid to all Employees working a shift where the majority of such shift falls during a sixty-four (64) hour period commencing at fifteen hundred (1500) hours on a Friday.

Effective June 11, 2016: A weekend premium of three dollars (\$3.00) per hour shall be paid to all Employees working a shift where the majority of such shift falls during a sixty-four (64) hour period commencing at fifteen hundred (1500) hours on a Friday.

- 20.02 The specified weekend premium shall be paid in addition to shift differential in Article 19 and the overtime rate for overtime worked in conjunction with a shift of seven and three quarters (7.75) hours provided the majority of the hours of the overtime worked occurs during a forty-eight (48) hour period commencing at twenty three hundred (2300) hours on a Friday.

## **Article 21 - Named Holidays**

- 21.01 The following shall be recognized as Named Holidays:

New Year's Day	Labour Day
Family Day	Thanksgiving Day
Good Friday	Remembrance Day
Victoria Day	Christmas Day
Canada Day	Boxing Day
August Civic Day	

Effective May 14, 2016, the following are Named Holidays recognized under this Collective Agreement:

New Year's Day	Labour Day
Family Day	Thanksgiving Day
Good Friday	Remembrance Day
Victoria Day	Christmas Day
Canada Day	Boxing Day
August Civic Day	Float Day (for Fulltime Employees only)

The Float Day will be taken at a time mutually agreed upon by the Employee and the Employer. The scheduling of float Day shall be subject to the efficient operation of the Employer. The Float Day shall not be carried over from one calendar year to the next.

For 2016, the Float Holiday shall apply only to those employees hired before the Date of Ratification.

- 21.02 An Employee is not entitled to Named Holiday pay or "payment in lieu" clause 21.04 (b) if she:
- (a) has worked for the Employer less than thirty (30) days during the previous twelve (12) months; or
  - (b) does not work on a Named Holiday when required or scheduled to do so; or

- (c) is absent from work without the consent of the Administrator or designate on her scheduled shift immediately preceding and/or immediately following a Named Holiday; or
- (d) is absent on a Named Holiday and is in receipt of bereavement pay, income protection credits or jury duty pay.

#### 21.03 Full-time Employee

A Full-time Employee who works on a Named Holiday shall be paid for hours worked on the Named Holiday at one and one-half times (1½X) their basic hourly rate of pay plus:

- (a) by mutual agreement, one (1) day added to the Full-time Employee's next annual vacation; or
- (b) a mutually agreeable day off with pay within thirty (30) days either before or after the Named Holiday; or
- (c) If mutual agreement is not forthcoming regarding clause 21.03 (a) or (b) above, the Employer shall schedule a day in lieu or pay the Employee one (1) day's pay.

#### 21.04 Part-time Employees

- (a) A Part-time Employee who works on a Named Holiday shall be paid for hours worked on the Named Holiday at one and one-half times (1½ X) the basic hourly rate of pay.
- (b) Part-time Employees shall receive payment in lieu of Named Holiday pay equal to four point four (4.4%) of their bi-weekly earnings in conjunction with their bi-weekly pay.

Effective May 14, 2016: Part-time Employees shall receive payment in lieu of Named Holiday pay equal to four point six (4.6%) of their bi-weekly earnings in conjunction with their bi-weekly pay.

#### 21.05 Named Holiday Falling on Day Off

When a Named Holiday falls on a Full-time Employee's regularly scheduled day off, the Full-time Employee shall receive:

- (a) by mutual agreement, one (1) day added to the Full-time Employee's next annual vacation; or
- (b) a mutually agreeable day off with pay within thirty (30) days either before or after the Named Holiday; or
- (c) If mutual agreement is not forthcoming regarding clause 21.05 (a) or (b) above, the Employer shall schedule a day in lieu or pay the Employee one day's pay.

- 21.06 Employees on leaves of absence without pay, or sick leave or worker's compensation will not be eligible to receive Named Holiday pay or a compensating day off in lieu of a Named Holiday, i.e. clauses 21.04 (b) or 21.05 or "payment in lieu" in accordance with clause 21.04 (b).
- 21.07 (a) Unless mutually agreed between the Employer and the Employee to work both holidays, an Employee shall be scheduled so as to be given either Christmas Day or New Years Day off.
- (b) An Employee granted Christmas Day off shall be scheduled such that she shall have two (2) consecutive days where she will not be obliged to work.
- (c) An Employee granted New Year's Day off shall be scheduled such that she shall have two (2) consecutive days where she will not be obliged to work.
- (d) Employees working days or evenings on December 25 shall be scheduled off on December 24. Employees working nights on December 25 shall be scheduled off on December 23 or 26.
- (e) Unless mutually agreed between the Employer and an Employee, an Employee's schedule will alternate annually between being scheduled either Christmas Day or New Year's Day.

## **Article 22 – Annual Vacation**

### **22.01 Vacation Time and Pay Entitlement for Full and Part-time Employees**

- (a) Vacation time will be earned during the vacation year April 1st to March 31st for the following vacation year. Vacation credits earned up to the cut off date of March 31st must be taken during the subsequent twelve-month period subject to clause 22.03.
- (b) Full-time and Part-time Employees vacation time and pay entitlement will be as follows:

Length of Service	Time Entitlement	Vacation Pay
Less than 12 months service as of March 31	One (1) day per month of service to a maximum of 10 days	4%
More than one (1) year of services as of March 31	3 calendar weeks	6%
More than six (6) years of service as of March 31	4 calendar weeks	8%
More than sixteen (16) years of service as of March 31	5 calendar weeks	10%
More than twenty-five (25) years of service as of March 31	6 calendar weeks	12%

- (c) In order to enable as many Employees as possible to take their vacation during the prime vacation period of June to September, and considering the operation of the facility, Employees with more than two (2) weeks vacation entitlement will be restricted to a maximum of three (3) weeks during the period from June 1 to September 30 until all Employees have had an opportunity for three (3) weeks vacation in this period (if an Employee has three (3) weeks). No vacation time will be given from December 15 to January 15 inclusive.
- (d) A maximum of one (1) week vacation entitlement may be used on a discretionary basis. The remaining vacation entitlement will be taken in time blocks of no less than one (1) week.
- (e) For taking vacation in blocks of no less than one (1) week, "one (1) week" shall mean seven consecutive calendar days.
- (f) With respect to the one (1) week that may be broken up, what a "week" is depends on the Employee's permanent posting. For example, a "week" for a Full-time Employee is five (5) scheduled shifts whereas a "week" for a Part-time Employee with a permanent posting of thirty two (32) hours bi-weekly (8 shifts of 4 hours) is four (4) shifts of (4) hours.
- (g) Hours worked at the basic hourly rate of pay will be used for the purposes of calculating vacation pay. For the purposes of this provision, vacation pay calculations shall be inclusive of time not worked due to unpaid Union leave.

22.02 No Employee may continue to work and draw vacation pay in lieu of taking her vacation.

22.03 The vacation request forms shall be made available by February 1 of each year. Employees shall submit their vacation request to the Employer by March 1. During February of each year the Employees will fill out the appropriate vacation request form for the months of June to September indicating 1<sup>st</sup>, 2<sup>nd</sup> and 3<sup>rd</sup> choices for vacation time. The Employer shall indicate in writing approval or disapproval of that vacation request and shall post the resulting vacation schedule by March 31 of the same year. Where the number of Employees indicating a preference for a specified period exceeds the number of Employees as determined by the Employer that can be allocated vacation during that period, seniority shall be the deciding factor in allocating vacation time.

After this process is concluded, Employees may submit vacation requests at least 2 weeks prior to the shift schedule being posted – vacation is then on a "first-come first-serve" basis and is then only subject to the Employer's determination of the needs of the facility including its efficient functioning.

If an employee has not requested all vacation time by January 15th of the vacation year, the Employer, after consulting with the Employee about the date(s) will schedule her vacation time in the period prior to March 31st.

#### 22.04 Cessation of Vacation Time Entitlement

Notwithstanding clause 22.01, accrual of vacation time entitlement will cease during a period when an Employee is off work and not being paid by the Employer, except if an Employee:

- (i) is ill or injured and in receipt of income protection credits, or
- (ii) is on leave for Union business pursuant to clause 27.02.

### **Article: 23 – Income Protection Benefits**

23.01 Sick leave means a period of time a Full or Part-time Employee is absent from work by virtue of being sick or disabled (for which compensation is not payable under the Workers' Compensation Act) and unable to do their essential job duties or under quarantine by their Medical Officer of Health.

A Full or Part-time Employee having accumulated an entitlement to income protection may claim against accumulated credits with respect to such Employee's scheduled hours pursuant to their permanent posting if they are on sick leave.

23.02 After a Full or Part-time Employee has completed her probation period, income protection credits shall accumulate.

#### 23.03 Full and Part-Time Employees

Full and Part-time Employees shall earn income protection credits at the rate of eleven and one-half (11.5) hours for each period of one hundred and sixty-eight (168) hours worked up to a maximum total credit of nine hundred and thirty (930) hours.

23.04 Income Protection Credits shall not accrue during:

- (a) any period of sick leave; or
- (b) a layoff; or
- (c) a leave of absence without pay; or
- (d) an absence while in receipt of disability insurance; or
- (e) an absence while off work on a Workers' Compensation claim.

23.05 An Employee granted income protection credits shall be paid for sick leave at their basic hourly rate of pay and the number of hours paid shall be deducted from her accumulated income protection credits up to the total maximum amount of the Employee's accumulated credits at the time leave commenced.

- 23.06 An Employee who is unable to report for work because of sick leave shall give the Employer as much notice as possible. Such notice shall be a minimum of two (2) hours prior to the work shift commencing.
- 23.07 Employees may be required to submit substantiation satisfactory to the Employer that they are sick or disabled and unable to perform their essential job duties for any absence in excess of two (2) working days. In those instances where such substantiation is required by the Employer, income protection credits shall not be paid until the required substantiation has been received. Failure to receive ongoing substantiation satisfactory to the Employer, when required by the Employer, will result in a suspension of income protection. The Employer may require substantiation satisfactory to the Employer for one (1) day's absence for employees in the Attendance Management Program, for employees who have received discipline for absenteeism related issues, for Employees who have an identified pattern of culpable absenteeism and for Employees who have had requested time off denied and who then call in sick for such shift(s).
- 23.08 When an Employee has accrued the maximum income protection credits she shall no longer accrue credits until such time as her total accumulation is reduced below the maximum. At that time she shall recommence accumulating credits.

23.09 Extended Sick Leave

An Employee on sick leave shall keep the Employer advised as to when the Employee shall be expected back to work. Where the Employee is absent for a period of more than sixty (60) calendar days, the Employee shall provide the Employer with fourteen (14) calendar days notice of readiness to return to work.

23.10 Sick While on Vacation

Should an Employee demonstrate to the satisfaction of the Employer that the Employee was admitted to a hospital as an "in patient" during the course of the Employee's vacation, the Employee shall be considered to be on sick leave for such period of time she was in the hospital subject to the provisions of Article 23: Income Protection. Vacation time not taken as a result of being admitted to and being in the hospital shall be taken at a mutually agreeable later time.

- 23.11 The Employee shall keep the Employer advised as to when the Employee shall be expected back to work. Where the Employee has been absent due to illness or injury for a sufficiently long time that her shifts have been filled, the Employee shall provide the Employer with fourteen (14) calendar days notice of readiness to return to work.

## **Article 24 – Workers' Compensation**

- 24.01 Workers' Compensation coverage will be provided by the Employer for all Employees.



- 24.02 Employees shall not be paid income protection credits when they are absent from work and have claimed Workers' Compensation benefits. An Employee absent on Workers' Compensation shall not accumulate income protection credits or vacation time or pay entitlement during the period of absence.
- 24.03 Employees shall not be entitled to a compensating day off in lieu of a Named Holiday or Named Holiday Pay during the period of absence for which they have claimed Workers' Compensation benefits.
- 24.04 (a) An Employee absent from work and receiving Workers' Compensation benefits shall keep the Employer advised as to when she shall be expected back to work.
- (b) The Employer and Employee shall continue their share of the Health Benefits premiums (Article 25) for up to six (6) months provided that the Employee makes prior arrangements with the Employer for the payment of the Employee's share of premiums. Failure by an Employee to submit her portion of the premium cost share will result in the Employer discontinuing its share.

## **Article 25 - Health Benefit Premiums**

- 25.01 For Employees hired after January 26, 2010, the Employer agrees to make contributions for the following insured benefits for 'benefit eligible Employees' which are (1) Full-time Employees who have worked 465 hours and (2) Part-time Employees who have worked 465 hours in a Part-time position of at least 0.4 FTE:
- (a) Dental: Fifty percent (50%) of the premium cost of the dental plan. Subject to the carrier eligibility requirements and plan provisions, the plan shall provide eighty percent (80%) of routine preventative work and fifty percent (50%) of major restorative work to a maximum of \$1,500.00 per year.
- (b) Life Insurance: Fifty percent (50%) of the premium cost of life insurance and A.D. & D. Subject to the carrier requirements and plan provisions, the plan shall provide 200% of annual earnings to a maximum of \$200,000.00.
- (c) Disability: Fifty percent (50%) of the premium cost of Long Term Disability Insurance. Subject to the carrier requirements and plan provisions, the plan shall provide sixty-six and two-thirds percent (66 2/3%) of salary.
- (d) Extended Health Care Plan: Fifty percent (50%) of the premium cost of Extended Health Care Plan, subject to the carrier requirements and plan provisions
- 25.02 The Employer shall provide each Employee with a benefit plan booklet outlining details of the plan's benefit coverage.
- 25.03 Once an Employee is a "benefit eligible Employee" participation in the clause 25.01 Health Benefit Premiums is mandatory.

25.04 Any problems with respect to the insurance carrier(s) acknowledging or honoring any claim is a matter between an Employee and the insurance carrier.

25.05 Employer and Employee premium shared cost arrangements for benefit eligible Employees shall be on a pro-rata of hours paid in relation to seventy-seven point five (77.5) hours bi-weekly.

The calculation of the proration percentage shall be determined by dividing hours paid (including hours an Employee would have worked but for them being on a LOA pursuant to 27.02 (a)) in the previous predetermined six (6) months by 1007.5 and then multiplying by 100.

The predetermined six (6) month period shall coincide with the pay period ending around February 28th and August 31st and the recalculated proration percentage where applicable shall apply in April for the pay period ending February 28th and October for the pay period ending around August 31st.

The proration percentage for new hired benefit eligible Employees will be based on the schedule of work for which these Employees are hired. This percentage will be revised, if necessary, once the Employee has worked a full predetermined six (6) month period.

## **Article 26 – Group RRSP**

26.01 The Employer will make a group RRSP available to all benefit eligible Employees (as defined in Article 25) who chose to enrol. A benefit eligible Employee may make a contribution of up to five percent (5%) of the Employee's pay from hours worked at the basic hourly rate of pay and the Employer will make a matching contribution of up to five percent (5%) of the Employee's pay from hours worked at the basic hourly rate of pay.

### **26.02 Additional Voluntary Contributions**

Participating benefit eligible Employees may chose to make additional voluntary contributions ("AVC") to the RRSP. The Employer shall not match any AVC.

Participating Employees who wish to make an AVC shall provide to the Employer written authorization for the AVC amount, the start date and the concluding date (if any) of the AVC. The AVC amount shall be as set out by the Employer policy.

The Employer agrees to deduct through the payroll and remit to the RRSP, the participating Employee's AVC.

It is understood and agreed that participating Employees may not make AVC if, as a result, the Employee will be over contributing pursuant to the Canada Revenue Agency regulations regarding RRSP contribution limits. It shall be the responsibility of the participating Employee to know her RRSP contribution limits. The Employer's responsibility shall be limited to remitting the required and additional voluntary contributions as set out in this Article. Further, the Employer shall be fully indemnified by the Union and/or Employee, including all legal fees with respect to the AVC.

For clarity, Employees wishing to make lump sum payments to their RRSP may do so directly to the Plan custodian, subject to Canada Revenue Agency regulations.

- 26.03 Benefit eligible employees may opt in or out of the RRSP, change their contribution percent, opt in or out of making AVC's or change their AVC contribution amount in June of each year as set out by the Employer policy.

## **Article 27 - Leaves of Absence**

### **27.01 Applications**

- (a) A request for leave of absence without pay and without the Employer's contribution to the group benefit plan premiums will be made in writing to the Administrator or designate six (6) weeks in advance, except that in extenuating circumstances the time period may be reduced or waived. Recognizing that the primary commitment of the Employee is to the Employer, the granting of a leave of absence is subject to the approval of the Employer.
- (b) Whenever possible, an Employee returning from a lengthy leave of absence shall give at least three (3) weeks notice of return.
- (c) Employees granted leave of absence for more than one (1) month, may be required to use unused vacation time prior to any leave of absence request being granted.
- (d) The Employee shall not work for gain during the period of leave of absence except with the express consent of the Employer.
- (e) Except in exceptional circumstances, the Employer will reply in writing to a request for a leave of absence within fourteen (14) days of receipt of the request.

### **27.02 Leave for Union Business**

- (a) Where an Employee is elected or appointed to represent the Union at conventions, workshops, seminars, to attend meetings as a member of the Union's Local Executive Board or negotiations with the Employer, such requests for leave shall be without pay and shall be made in writing and shall not be unreasonably denied.
- (b) An Employee who is elected to a Full-time position with the Union shall be granted leave of absence without pay and without the Employer's contribution to the group benefit plan premiums but without loss of seniority for a maximum of two (2) years. Such leave of absence shall be renewable for a further term upon request.

### 27.03 Leave for Public Office

- (a) The Employer recognizes the right of a Full or Part-time Employee to participate in public affairs. Therefore, upon written request, the Employer shall allow leave of absence without pay and without the Employer's contribution to the group benefit plan premiums so that a Full or Part-time Employee may be a candidate in federal, provincial or municipal elections.
- (b) Full or Part-time Employees who are elected to public office shall be allowed leave of absence without pay and without the Employer's contribution to the group benefit plan premiums but with no loss of seniority during their term of office.

### 27.04 Maternity Leave/Parental Leave

- (a) A Full or Part-time Employee who has completed twelve (12) months' continuous employment shall, upon her written request at least one (1) month in advance, be granted maternity leave to become effective twelve (12) weeks immediately preceding the expected date of delivery or such shorter period as may be requested by the Employee, provided that she commences maternity leave not later than the date of delivery.
- (b) Maternity Leave shall be without pay and without the Employer's contribution to the group benefit plan premiums, except for that portion of maternity leave during which the Employee has a valid health-related reason for being absent from work and is also in receipt of income protection credits. Maternity Leave shall be with no loss of seniority.
- (c) A Full or Part-time Employee on maternity leave shall provide the Employer with one (1) month's written notice of readiness to return to work at which time the Employer will reinstate the Employee in the same job classification held by her immediately prior to taking maternity leave and at the same basic hourly rate of pay.
- (d) Parental Leave shall be without pay and Employer Health Benefit premium contributions. Parental Leave shall be with no loss of seniority.
- (e) Parental Leave shall be granted in accordance with the provisions of the Employment Standards Code. The total period of Maternity Leave and Parental Leave shall be as set out in the Employment Standards Code.

#### 27.05 Adoption Leave

A Full or Part-time Employee who has completed twelve (12) months' continuous employment, shall, upon written request, be granted leave without pay and without the Employer's contribution to the group benefit plan premiums for up to nine (9) months as necessary for the purpose of adopting a child. Upon one (1) month's written notice of intent to return to work, the Employee shall be re-instated in the same job classification held by her immediately prior to taking adoption leave and at the same basic hourly rate of pay.

#### 27.06 Court Appearance

The Employer shall grant leave of absence without loss of seniority to a Full or Part-time Employee who serves as a juror in any court. The Employer shall pay such Employee the difference between her normal earnings and the payment she receives for services as a juror excluding payment for traveling, meals, or other expenses. The Employee will present proof of service and the amount of pay received. The Employee will report to work on those days that the Employee is not required to attend court.

#### 27.07 Education Leave

- (a) An Employee who is granted leave of absence for educational purposes, shall be deemed to remain in the continuous service of the Employer for the first eighteen (18) months of such period of leave.
- (b) During an Employee's educational leave, she may work as a Casual Employee with the Employer without adversely affecting her reinstatement to the position from which she is on leave.

27.08 If an Employee decides to continue with Health Benefits premiums while on leave of absence, prior to her leave, she shall make arrangements with the Employer for her personal payment of both the Employer and Employee portion of the Health Benefit premiums. If the Employee does not make such prior arrangements, the Health Benefit premiums cease. Re-enrollment in Health Benefits is subject to carrier requirements.

#### 27.09 Compassionate Care Leave

- (a) An Employee with a qualified relative in the end-stage of life shall be entitled to leave of absence without pay or Health Benefits premium contributions for a period up to six (6) months. Qualified relative means a person for whom the Employee would be eligible for the compassionate care benefit under Employment Insurance legislation.
- (b) Employees may be required to submit to the Employer satisfactory proof demonstrating the need for Compassionate Care Leave.

## **Article 28 - Bereavement**

- 28.01 (a) An Employee who has passed probation shall be granted three (3) consecutive days bereavement leave without loss of pay, providing that such leave is taken within a seven (7) calendar day consecutive period, commencing with the date of death, in the event of the death of the following relatives of the Employee:

spouse (including common law spouse and same sex partner)	son-in-law
child (including step-child)	daughter-in-law
parent (including step-parent)	brother
mother-in-law	sister
father-in-law	legal guardian
brother-in-law	grandparent
sister-in-law	grandchild

Effective March 14, 2016: three (3) consecutive days shall be increased to four (4) consecutive days.

- (b) Bereavement leave may be extended by up to two (2) unpaid days if travel in excess of three hundred and fifty (350) kilometers from the Employee's residence is necessary; providing that such leave is taken within a nine (9) calendar day consecutive period, commencing with the date of death.
- (c) Request for unpaid bereavement leave for other relatives will be considered by the Employer.

## **Article 29 - Appointments, Promotions, Transfers and Vacancies**

### **29.01 Job Postings**

- (a) When a new position is created, or when the Employer determines that a vacancy occurs in a position to be filled, the Employer shall immediately notify the Union in writing and post a notice of the position on the bulletin board for five (5) business days so that all members will know about the job classification, hours of work, the full time equivalent (FTE) and current shift rotation. "Current shift rotation" for the purposes of this Article shall mean "day shift or evening shift or night shift or a combination thereof, which information is subject to change. Qualifications set must pertain to the work performed and be consistent with the responsibilities specific in the job description.
- (b) If no qualified applications are received by completion of the posted deadline, the Employer may fill the vacancy at its discretion.

- 29.02 (a) When filling a vacancy within the bargaining unit the Employer shall apply a consistent selection process. Vacancies within the bargaining unit shall be filled on the basis of job-related skill, knowledge, training, experience, qualifications and other qualities and characteristics which bear a reasonable relationship with the responsibilities and requirements of the vacancy, and if these factors are relatively equal, seniority shall be the deciding factor.
- (b) Job descriptions, job routines or job profiles for all positions shall be provided to the Union and shall be posted on the Union bulletin board.
- 29.03 The Employer will immediately notify the Union in writing and post the name of the successful candidate within ten (10) business days of appointment.

#### 29.04 Trial Period

The Employer shall endeavor to notify the successful applicant within one (1) week following the end of the posted deadline. When an Employee changes departments, or job classification or transfers to night shift she shall be placed on trial for a period of one (1) calendar month. Conditional on satisfactory service, the Employee shall be declared permanent after one (1) calendar month. In the event the successful applicant proves unsatisfactory in the position during the trial period, or if the Employee finds the position unsatisfactory she shall be returned to her former department, job classification or shift, wage rate, without loss of seniority. Any other Employee promoted or transferred as a result of the re-arrangement of positions shall also be returned to her former position, wage rate, without loss of seniority.

#### 29.05 Performance Appraisals

- (a) Employees shall receive a written performance appraisal regularly in accordance with the policy of the Employer.
- (b) Meetings for the purpose of the performance appraisal interview shall be scheduled by the Employer with reasonable advance notice. At the interview, the Employee shall be given a copy of the performance appraisal document. The Employee shall sign her performance appraisal for the sole purpose of indicating that she is aware of her performance appraisal, and shall have the right to respond in writing within ten (10) business days of the interview and that reply shall be placed in her personnel file.
- (c) An Employee's performance appraisal shall not be released by the Employer to any person except the Board of Arbitration, or as required by law, without the written consent of the Employee.

## 29.06 Temporary Vacancy

- (a) A temporary vacancy is a vacancy created by an Employee's absence due to maternity leave, compensable or non-compensable illness or injury, or any other leave of absence, or any temporary position expected to exceed six (6) calendar weeks and not longer than twelve (12) months. The Employer will outline to the employee selected to fill the vacancy the anticipated conditions and duration of such vacancy.
- (b) Upon the return of the Employee from her absence, she shall have the right to return to her former position, if it still exists. If the position does not exist or if the hours have been reduced, the Employee may exercise her rights under the Collective Agreement. In instances where an Employee returns to work prior to the estimated date of return, the Employer shall not be liable for payments to the resulting displaced employee(s).
- (c) Nothing herein shall prevent the Employer from temporarily filling any position or vacancy for a period of up to six (6) weeks duration as the Employer may deem appropriate.
- (d) An Employee who applies for a temporary vacancy will not be considered for such temporary vacancy if she is not available for the duration of the temporary vacancy (vacation time notwithstanding)."
- (e) Clauses 29.01 (a) and 29.02 (a) will apply at the point that the Employer is aware the temporary vacancy will be for at least six (6) weeks.

## Article 30 - Discipline, Dismissal and Resignation

- 30.01 (a) Except for the dismissal of an Employee serving a probation period, there shall be no suspension or dismissal except for just cause.
- (b) Incidents involving resident abuse are just cause for immediate dismissal.
- (c) Copies of all disciplinary notices shall be forwarded to the Union and the Employee. The Employees shall sign the disciplinary notice for the sole purpose of indicating that she is aware of the notice.
- (d) Whenever the Employer deems it necessary to censure the Employee in a manner indicating that dismissal or discipline may follow any further infraction or may follow if such Employee fails to bring her work up to the required work performance by a given date, the Employee shall be notified in writing of the action and/or penalty.
- (e) An Employee has the right to a Union Representative present at a disciplinary meeting with the Employer or in a meeting where the Employee's conduct is being investigated.



- (f) None of the provisions of this Article shall prevent immediate suspension or dismissal for just cause, subject to the Grievance Procedure.

### 30.02 Personnel Files

- (a) Upon notice of at least one (1) business day in advance, and Employee shall have the right to view her personnel file once each year or when the Employee has filed a grievance. An Employee shall be given a copy of the contents of her personnel file provided that she first pays to the Employer, a fair and reasonable fee to cover the cost of the copying, such fee to be determined by the Employer. Arrangements to view her file must be made outside the Employee's work hours.
- (b) An employee who has been subject to disciplinary action pursuant to clause 30.01 may, subject to the following time periods set out below, request in writing that her personnel file be cleared of the record of the disciplinary action.
  - (a) For discipline excluding suspensions, after twelve (12) months of active employment exclusive of unpaid leaves of absence from the date the disciplinary action was invoked.
  - (b) For discipline involving suspensions, after twenty four (24) months of continuous service exclusive of unpaid leaves of absence from the date the disciplinary action was invoked.

Such request shall be granted provided the Employee's personnel file does not contain any further record of SIMILAR disciplinary action during the applicable time period set out in (a) and (b) above. The Employer shall confirm in writing to an Employee who requests and is eligible to have her personnel file cleared that such action has been effected.

### 30.03 Resignation

A minimum of fourteen (14) calendar days' notice in writing shall be given by an Employee resigning from the employ of the Employer.

## Article 31 – Seniority

- 31.01 (a) An Employee's "seniority date" shall be the date on which an Employee last commenced employment with the Employer in the bargaining unit which is uninterrupted by an occurrence outlined in clause 31.03 below. A Casual Employee shall not be entitled to seniority.
- (b) Seniority shall not apply during the probationary period, however, once the probationary period has been completed, for a Full or Part time Employee, seniority shall be credited from the date established pursuant to clause 31.01 (a).

31.02 Seniority shall have application to:

- (a) preference of vacation time pursuant to Article 22;
- (b) filling job postings pursuant to Article 29;
- (c) layoff, bumping and recall pursuant to Article 32;
- (d) while a shift is in progress, if the Employer determines staff need to have their physical location/wing within the building re-assigned, the Employer will require Employees to be re-assigned in reverse order of seniority (unless the Employee is in orientation).

31.03 Seniority shall be considered broken, and all rights forfeited, and there shall be no obligation to re-hire:

- (a) When the employment relationship is terminated by either the Employer or the Employee;
- (b) Upon the expiry of twenty-four (24) months following layoff, during which time the Employee has not been recalled to work;
- (c) If an Employee does not return to work upon recall, as provided in Article 32;
- (d) If an Employee does not return from a leave of absence, vacation or suspension as scheduled, except for reasons acceptable to the Employer;
- (e) If an Employee is absent from work for two (2) shifts for which she was scheduled to work without notifying her supervisor or designate and for reasons acceptable to the Employer;
- (f) An Employee utilizes a leave of absence for a purpose(s) other than those for which the leave was granted without the prior approval of the Administrator.
- (g) If a Casual Employee has not worked for three (3) months.

- 31.04 (a) Annually, by April 1 of each year, the Employer will provide the Union with a seniority list containing the name and seniority date of each Full-time and Part-time Employee in chronological order. That seniority list shall also be posted on the bulletin board. The Union shall have two (2) months to take issue with any changed seniority dates or the seniority date for any Employee added to the seniority list, otherwise the date for each Employee identified on the seniority list shall be deemed to be correct.
- (b) Unless an employee objects in writing, the Employer shall provide the Union with a current seniority list containing the employees' names and their last mailing address and telephone number on file. This list shall be provided to the Union upon ratification of the first Collective Agreement and once annually no later than January 30<sup>th</sup> of each year.

- 31.05 Subject to clause 31.04, should a difference arise regarding an Employee's seniority, the Employer will provide the Union with the information used to establish the Employee's seniority.

## **Article 32 - Layoffs and Recalls**

### **32.01 Joint Discussion**

The Employer and the Union recognize the value of joint discussions, when a layoff will occur. Representatives of the Employer and the Union may meet to discuss alternative layoff processes that may be more appropriate in the particular circumstances. In the event that the Parties do not mutually agree in writing that alternative processes are appropriate, the following will apply.

### **32.02 Layoff Process**

- (a) A layoff shall be defined as:

- (i) a reduction in a Full-time Employee's posting of ten percent (10%) or more of their hours; or
- (ii) a reduction in a Part-Time Employee's posting of twenty five percent (25%) or more of their hours.

Effective March 14, 2016: a reduction in a Part-Time Employee's posting of ten percent (10%) or more of their hours.

- (b) An Employee who is subject to layoff will have the right to either:

- (i) accept the layoff, or
- (ii) displace an Employee who has the same or fewer hours in their posting and who has less bargaining unit seniority in a lower or identical paying job classification in the bargaining unit if the Employee who is the subject of the layoff has the ability and qualifications to perform the duties of the lower or identical paying job classification without training or orientation. Such Employees so displaced shall be laid off.

### **32.03 Notice**

- (a) An Employee who is subject to layoff shall be given at least fourteen (14) calendar days notice prior to layoff or pay of an amount at least equal to the wages the Employee would have earned if the Employee had worked their scheduled hours of work during the fourteen (14) calendar days.
- (b) The Union shall be sent a copy of the notices of layoff forthwith.

### 32.04 Recall

When Employees are on layoff, the following process for recall shall be used:

- (a) Full-time and Part-time positions shall be posted and filled pursuant to Article 29. Employees on layoff may apply for any posted vacancies.
- (b) Where there are no applications from Full or Part-time Employees, the most senior Employee on layoff with the qualifications and ability to perform the work involved shall be the first Employee to be recalled.
- (c) No new Full or Part-time Employees will be hired while there are Employees on layoff who are qualified and able and who are awaiting recall.
- (d) The method of recall shall be by telephone, and if contact with the Employee is not accomplished, by double registered letter sent to the Employee's last place of residence on file or by personal delivery. When dispatched by double registered letter, the letter shall be deemed delivered five (5) calendar days from the date of mailing.

Within five (5) days of delivery, or deemed delivery, an Employee so notified of recall shall:

- (i) Notify the Employer that she shall report for work as directed;
- (ii) Notify the Employer that she does not intend to return to work; or
- (iii) Return to work at a date and time mutually agreed between the Employer and the Employee.

An Employee shall be deemed to have resigned if she (i) does not respond to notice of recall within five (5) days of delivery, or deemed delivery, or (ii) refuses recall to a position for which she has the ability and qualifications to perform, same shift (days/evenings/nights) and with hours of work the same as or greater than her last permanent position, or (iii) has been laid off for twenty-four (24) months, or (iv) does not report to work as directed in the notice of recall, or (v) who does not report to work at the date and time mutually agreed to.

- (e) It is recognized and understood that it is the responsibility of the Employee to (i) update the Employer about her whereabouts, her mailing address and telephone number and (ii) be available for recall.

### 32.05 Opportunities for Casual Work

In the event that there are Full or Part-time Employees on layoff, 16.05 (b) shall be modified to include them.

32.06 A laid off Employee who accepts a call in shift shall be governed by the Collective Agreement provisions applicable to a Casual Employee. However, such Employee's recall status, ability to pre-pay Health Benefit premiums and seniority shall not be affected by the period of casual employment. An Employee who is on layoff shall not be entitled to notice of layoff if she comes back to work call-in shifts or works in a term position.

32.07 Benefit Coverage During Layoff

If an Employee is laid off, subject to the terms of the Group Health Benefits (which does not include the Group RRSP), an Employee may chose to continue to pay the full premium cost of any group Health Benefit in which she was enrolled at the time of layoff. The Employee must pre-pay the full premium costs prior to the first business day of each month. The maximum period the Employee can choose to continue to pay the full premium costs is for twelve (12) months from the end of the month in which the layoff occurred, or until the laid off Employee is recalled or employed elsewhere, whichever occurs first.

32.08 Application of Collective Agreement

The operation of this Article shall not be construed as a violation of the hours of work, posting and/or scheduling provisions of the Collective Agreement.

32.09 Rights on Layoff

As set out in this Article, the Employee's rights on layoff shall be limited to the right of recall.

## **Article 33 – Education**

33.01 An Employee attending a mandatory in-service outside of her scheduled hours shall be paid for the hours present at her basic hourly rate of pay.

33.02 Payment of costs for other courses, seminars, or conferences requested by the Employer or requested by the Employer and approved by the Employee which will further the Employee's knowledge and skill as it relates to her position shall be by mutual agreement between the Administrator and the Employee prior to enrollment.

33.03 Professional Development Days – LPNs

All Employees required by the Employer to be registered as a Licensed Practical Nurse, upon request, shall be granted a minimum of two (2) professional development days annually for professional development related to nursing skills at their basic hourly rate of pay. Such Employee shall be advised, prior to taking any professional development days of any transportation, registration fees, subsistence and other expenses that will be paid by the Employer. This provision is prorated for Part-time LPNs and does not apply to Casual LPNs.

## **Article 34 – Casual Employees**

34.01 Except as specifically provided hereinafter, the provisions of this Collective Agreement shall not apply to Casual Employees.

34.02 The provisions of Article 1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, 12, 14, 15, 18, 19, 20, 24.01, 29, 30.01 (e), 30.02, 31.01 (b), 33, 34, 35, 36 and 37 shall apply to Casual Employees.

### **34.03 Hours of Work**

- (a) An Employee shall not be required to work more than six (6) consecutive shifts without receiving a day off, except as mutually agreed between the Employee and the Employer.
- (b) Clauses 16.01 through 16.08 shall apply to Casual Employees who are regularly scheduled for six (6) months or less in accordance with clause 2.01(c).
- (c) Clauses 16.02, 16.05, 16.06, 16.07 and 16.08 shall apply to Casual Employees who are not regularly scheduled in accordance with clause 2.01(c).

### **34.04 Overtime**

- (a) The Employer shall determine when overtime is necessary and for what period of time it is required. All authorized overtime worked in excess of and in conjunction with seven point seven five (7.75) hours per day or seventy seven and one-half (77.50) hours in a fourteen (14) calendar day bi-weekly period shall be paid at the rate of one and one-half times (1½X) the basic hourly rate of pay for the work performed.
- (b) Failure to provide at least ten (10) hours rest between scheduled shifts shall result in payment of overtime at established rates for any hours worked during normal rest periods unless the Employer and the Union have mutually agreed to optional scheduling provisions that provide for less than ten (10) hours rest between scheduled shifts.
- (c) When a Casual Employee is regularly scheduled, she shall not be required to layoff during a regularly scheduled shift to equalize any overtime previously worked.

### **34.05 Named Holiday Pay**

- (a) Casual Employees required to work on a Named Holiday shall be paid for hours worked on the Named Holiday at one and one-half times (1.5X) their basic hourly rate of pay.
- (b) Casual Employees shall receive payment in lieu of Named Holiday pay equal to four point four percent (4.4%) of their bi-weekly earnings in conjunction with their bi-weekly pay if they have worked for the Employer for 30 days during the previous twelve (12) months.

Effective May 14, 2016: Casual Employees shall receive payment in lieu of Named Holiday pay equal to four point six percent (4.6%) of their bi-weekly earnings in conjunction with their bi-weekly pay if they have worked for the Employer for 30 days during the previous twelve (12) months.

- (c) A Casual Employee must be available to work Christmas Day, Boxing Day or December 31. A Casual Employee will indicate which of these dates they are available to work by December 1. If by December 1, the Casual Employee does not indicate which of these dates they are available to work, they are deemed to be available all three and shall work as scheduled.

#### 34.06 Vacation Entitlement

- (a) Casual Employees shall receive payment in lieu of vacation equal to four percent (4.0%) of their bi-weekly earnings in conjunction with their bi-weekly pay.
- (b) Casual Employees shall be allowed fourteen (14) calendar days off without pay for their vacation after the first (1<sup>st</sup>) year of employment.

#### 34.07 Sick Time

Casual Employees may be required to submit satisfactory proof to the Employer of any illness, non-occupational accident or quarantine.

#### 34.08 Benefits

Casual Employees are not entitled to participate in group benefit plans.

#### 34.09 Bereavement Leave

Casual Employees will be entitled to time off without pay in lieu of bereavement leave, pursuant to Article 28: Bereavement Leave.

#### 34.10 Seniority

Casual Employees do not accumulate seniority except as provided in Article 31.

### **Article 35 – Strike and Lockout**

- 35.01 The Union and the Employer agree that they will only cause or sanction any strike, stoppages of work, slow downs or lockouts in accordance with the Labour Relations Code.

## **Article 36 – Copies of Collective Agreement**

- 36.01 The Employer will prepare the Collective Agreement for the Parties' signature upon exchange of written notice of ratification by the Parties.
- 36.02 The Collective Agreement shall be printed and the cost shall be shared equally between the Parties.
- 36.03 The Employer will provide each Employee with one copy of the Collective Agreement.
- 36.04 The final version of the Collective Agreement shall be maintained in electronic form and both the Employer and the Union shall be provided with a copy of the final version of the Collective Agreement on disk. However, in the case of discrepancies, the signed, hard copy, version of the Collective Agreement shall be the Collective Agreement which governs.

## **Article 37 – Union/Management Committee**

- 37.01 (a) A Union/Management Committee shall be maintained. The Union shall provide the names of up to three (3) appointed Employees and the Employer shall provide the names of up to three (3) appointed Management Representatives to sit on the Union/Management Committee.
- (b) The Union/Management Committee shall undertake discussions regarding matters of mutual concern.
- 37.02 An Employee shall suffer no loss of pay for attendance at the Union/ Management Committee meeting. The Union/Management Committee shall meet between 8:00 am and 4:00 pm, Monday to Friday at times mutually agreeable by the Committee members.
- 37.03 A Union Representative will attend meetings of the Union/Management Committee.
- 37.04 Should the issue raised not be resolved, the Union may choose to make a written presentation of their recommendation(s) to the Regional Director.
- 37.05 The Union-Management Committee shall meet within seven (7) calendar days upon the request of either party. The agenda for each meeting will be circulated prior to the meeting. Minutes of each meeting will be kept. The minutes shall be subject to approval by both parties. Upon approval by both parties the approved minutes shall be posted on the Union bulletin board



SIGNED this \_\_\_\_\_ day of \_\_\_\_\_, 2017.

ALBERTA UNION OF PROVINCIAL  
EMPLOYEES  
LOCAL 047

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SALEM MANOR NURSING HOME

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## Appendix A

**NOTE:** July 14/16: The % increase on the grid and/or lump sum in lieu of a % on the grid equivalent to the AHS-AUPE ANC negotiated or arbitrated July 1, 2016/17 collective agreement annual increase for a LPN. The same increase will be applied to all other classifications including but not limited to Certified Health Care Aide, Recreation Aide, Rehabilitation Aide, Uncertified Health Care Aide and Rehabilitation Assistant.

			14-Jul-13 3% 103%	14-Jul-14 3% 103%	14-Jul-15 2.5% 102.5%	1-Apr-16 Market Adjustment	14-Jul-16 See NOTE above
CLASSIFICATION:		expired					
Health Care Aide - Uncertified	step 1	17.98	18.52	19.07	19.55	19.55	
	step 2	18.50	19.06	19.63	20.12	20.12	
	step 3	19.19	19.77	20.36	20.87	20.87	
	step 4	19.71	20.30	20.91	21.43	21.43	
	step 5	20.39	21.00	21.63	22.17	22.17	
Rehab Aide - Uncertified	step 1	16.45	16.94	17.45	17.89	17.89	
Recreation Aide - Uncertified	step 2	16.96	17.47	17.99	18.44	18.44	
	step 3	17.64	18.17	18.71	19.18	19.18	
	step 4	18.16	18.70	19.27	19.75	19.75	
	step 5	18.82	19.38	19.97	20.47	20.47	
Health Care Aide - Certified	step 1	18.50	19.06	19.63	20.12	20.12	
	step 2	19.19	19.77	20.36	20.87	20.87	
	step 3	19.71	20.30	20.91	21.43	21.43	
	step 4	20.39	21.00	21.63	22.17	22.17	
	step 5	21.01	21.64	22.29	22.85	22.85	
	step 6	21.57	22.22	22.88	23.46	23.86	
Rehab Aide - Certified	step 1	16.96	17.47	17.99	18.44	18.44	
Recreation Aide - Certified	step 2	17.64	18.17	18.71	19.18	19.18	
	step 3	18.16	18.70	19.27	19.75	19.75	
	step 4	18.82	19.38	19.97	20.47	20.47	
	step 5	19.42	20.00	20.60	21.12	21.12	
	step 6	19.96	20.56	21.18	21.70	21.70	
Rehab Assistant - Certified	step 1	19.03	19.60	20.19	20.69	20.69	
	step 2	19.55	20.14	20.74	21.26	21.26	
	step 3	20.09	20.69	21.31	21.85	21.85	
	step 4	20.63	21.25	21.89	22.43	22.43	
	step 5	21.21	21.85	22.50	23.06	23.06	
	step 6	21.77	22.42	23.10	23.67	23.67	
Licensed Practical Nurse	step 1	23.57	24.28	25.01	25.63	25.63	
	step 2	24.45	25.18	25.94	26.59	26.59	
	step 3	25.56	26.33	27.12	27.79	27.79	
	step 4	26.56	27.36	28.18	28.88	28.88	
	step 5	27.56	28.39	29.24	29.97	29.97	
	step 6	28.53	29.39	30.27	31.02	31.02	
	step 7	29.67	30.56	31.48	32.26	32.26	
	step 8	30.86	31.79	32.74	33.56	34.31	

LETTER OF UNDERSTANDING

between

Salem Manor Nursing Home  
(hereinafter referred to as the "Employer")

- and -

ALBERTA UNION OF PROVINCIAL EMPLOYEES  
(hereinafter referred to as the "Union")

**RE: Auxiliary Care Worker**

For the duration of the Collective Agreement expiring July 13, 2017.

1. The Parties agree that the Auxiliary Care Worker job classifications will be used to fulfill organizational needs. Temporary positions may be established to cover the summer vacations period if required.
2. Nursing students, who have completed at least their second year of a four year program, including required training in medication administration procedures, are eligible to be an Auxiliary Care Worker. The Auxiliary Care Worker must remain enrolled in the nursing program to maintain employment as an Auxiliary Care Worker.
3. The basic hourly rate of pay for the Auxiliary Care Worker will be Step 1 of the Licensed Practical Nursing pay grid.
4. All other terms and provisions of the Collective Agreement not specifically amended by this Letter of Understanding shall apply.

SIGNED this \_\_\_\_\_ day of \_\_\_\_\_, 2017.

ALBERTA UNION OF PROVINCIAL  
EMPLOYEES  
LOCAL 047

SALEM MANOR NURSING HOME

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LETTER OF UNDERSTANDING

between

Salem Manor Nursing Home  
(hereinafter referred to as the "Employer")

- and -

ALBERTA UNION OF PROVINCIAL EMPLOYEES  
(hereinafter referred to as the "Union")

**RE: Hours of Work**

(Except for Employee's changing rotations) for the duration of the Collective Agreement expiring July 13, 2017 shift schedules shall provide Employees with every other weekend off averaged over the complete cycle of the shift schedule.

SIGNED this \_\_\_\_\_ day of \_\_\_\_\_, 2017.

ALBERTA UNION OF PROVINCIAL  
EMPLOYEES  
LOCAL 047

SALEM MANOR NURSING HOME

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## LETTER OF UNDERSTANDING

between

Salem Manor Nursing Home  
(hereinafter referred to as the "Employer")

- and -

ALBERTA UNION OF PROVINCIAL EMPLOYEES  
(hereinafter referred to as the "Union")

### **RE: Grandfathered Provisions**

For Employees hired on January 26, 2010 or prior, effective April 1, 2010, the Employer agrees to make contributions for the following insured benefits for 'benefit eligible Employees' which are (1) Full-time Employees who have worked 465 hours and (2) Part-time Employees who have worked 465 hours in a Part-time position of at least 0.4 FTE:

- (a) Dental: Seventy-five percent (75%) of the premium cost of the dental plan. Subject to the carrier eligibility requirements and plan provisions, the plan shall provide eighty percent (80%) of routine preventative work and fifty percent (50%) of major restorative work to a maximum of \$1,500.00 per year.
- (b) Life Insurance: Seventy-five percent (75%) of the premium cost of life insurance and A.D. & D. Subject to the carrier requirements and plan provisions, the plan shall provide 200% of annual earnings to a maximum of \$200,000.00.
- (c) Disability: Seventy-five percent (75%) of the premium cost of Long Term Disability Insurance. Subject to the carrier requirements and plan provisions, the plan shall provide sixty-six and two-thirds percent (66 2/3%) of salary.
- (d) Extended Health Care Plan: Seventy-five percent (75%) of the premium cost of Extended Health Care Plan, subject to the carrier requirements and plan provisions

This Letter of Understanding applies to the following employees while they remain "benefit eligible employees":

SIGNED this \_\_\_\_\_ day of \_\_\_\_\_, 2017.

ALBERTA UNION OF PROVINCIAL  
EMPLOYEES  
LOCAL 047

SALEM MANOR NURSING HOME

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LETTER OF UNDERSTANDING

between

Salem Manor Nursing Home  
(hereinafter referred to as the "Employer")

- and -

ALBERTA UNION OF PROVINCIAL EMPLOYEES  
(hereinafter referred to as the "Union")

**RE: Vacation**

An employee shall have the right to utilize vacation credits during the year in which they are earned provided the following conditions are met:

- (i) such utilization does not exceed the total credits earned by the employee at the time of taking vacation; and
- (ii) such vacation can be taken at a mutually agreeable time.

SIGNED this \_\_\_\_\_ day of \_\_\_\_\_, 2017.

ALBERTA UNION OF PROVINCIAL  
EMPLOYEES  
LOCAL 047

SALEM MANOR NURSING HOME

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## LETTER OF UNDERSTANDING

between

Salem Manor Nursing Home  
(hereinafter referred to as the "Employer")

- and -

ALBERTA UNION OF PROVINCIAL EMPLOYEES  
(hereinafter referred to as the "Union")

### **RE: Vacation Selection**

Whereas, the Parties discussed amendments to Article 22.03 during Collective Bargaining;

Whereas, the Parties have joint interest in considering an alternative vacation scheduling approach; and

Whereas, the Parties have joint interest in a trial period for such alternative vacation scheduling approach, the Parties hereby agree as follows:

1. This Letter of Understanding is applicable for the 2017-2018 vacation year and the following two vacation years thereafter.
2. The following provisions shall apply on a trial basis and replace Article 22.03 of the Collective Agreement:
  - a) Vacation request forms shall be made available by February 15 of each year.
  - b) Beginning March 1<sup>st</sup> of each year, the Employer shall arrange an appointment with each employee, in order of seniority, so that the employee may indicate her/his choice of vacation dates in writing. This appointment shall take place in person, unless otherwise mutually agreed, and shall include reviewing the vacation selected/approved to date.
  - c) The selected/approved vacation schedule shall be updated on an ongoing basis and shall be posted in an accessible location daily. The approved vacation schedule will be posted not later than April 1<sup>st</sup>.
  - d) Once an employee's vacation selection has been approved, it shall not be changed unless by mutual agreement and without displacing the request of another employee.
  - e) Except in extenuating circumstances, an employee who fails to indicate her/his choice of vacation dates by March 31<sup>st</sup> shall have her/his vacation scheduled by the Employer.



3. The Parties shall meet no earlier than 180 days before the expiry of the trial period pursuant to this Letter of Understanding to discuss the experiences and outcomes of this Letter of Understanding. Such discussions may include evaluating the feasibility of replacing the current provisions of Article 22.03 with the wording contained in this Letter of Understanding.
4. By mutual agreement in writing, the Parties may also agree to discontinue the wording pursuant to this Letter of Understanding.

SIGNED this \_\_\_\_\_ day of \_\_\_\_\_, 2017.

ALBERTA UNION OF PROVINCIAL  
EMPLOYEES  
LOCAL 047

SALEM MANOR NURSING HOME

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**Letter of Understanding  
Between  
Salem Manor  
and  
The Alberta Union of Provincial Employees**

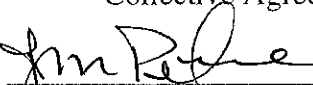
**RE: Revised Selection Process for Arbitration**

1. To facilitate the selection process of the arbitrators pursuant to the Collective Agreement, the parties agree to modify the Clause 12.01 b) as follows:

**(b) Selection of Arbitrator**

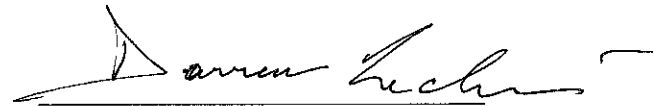
**The method of selecting a single arbitrator shall be by rotation of the names listed in 12.01(a). Unless otherwise agreed to, a single arbitrator will be appointed for each grievance or group grievance. As such, the following process shall be implemented:**

- i) **Starting with the first name on the list of arbitrators, the arbitrator listed will be invited to act as single arbitrator for a grievance conveyed to arbitration.**
  - ii) **If the arbitrator accepts the appointment, the next arbitrator on the list be invited will to act as single arbitrator for the next grievance conveyed to arbitration.**
  - iii) **Once the last arbitrator on the list has been selected, the selection rotation shall continue at the top of the list.**
  - iv) **In the event an arbitrator so selected is unable to act, the next arbitrator on the list shall be invited to act as single arbitrator.**
  - v) **Notwithstanding the forgoing, the parties may appoint any arbitrator available to act as a single arbitrator provided the parties mutually agree to do so.**
2. **The Parties mutually agree to implement this revised selection process on a without prejudice basis.**
  3. **Either party may terminate this Letter of Understanding (LOU) by providing to the other party thirty (30) days notice in writing of such intent. In any event, this LOU shall expire on the expiration of this Collective Agreement or upon the ratification of a new Collective Agreement whichever is later.**

  
\_\_\_\_\_  
Guy Smith, President  
AUPE

  
\_\_\_\_\_  
Date

March 8, 2017

  
\_\_\_\_\_  
For the Employer

\_\_\_\_\_  
Date

Mar 10/17