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14.04 Any temporary vacancy with an anticipated duration of six (6) weeks or more will be posted. The posting will include the anticipated duration. Employees working less than thirty (30) hours per week shall be given the first opportunity to fill temporary vacancies subject to article 16.03. Nothing herein shall prevent the Employer from filling a temporary vacancy of up to six (6) weeks as the Employer may deem appropriate, with first preference given to Employee within the bargaining unit.

14.05 The successful applicant shall receive a letter, confirming the appointment.  
Upon request to the Department Head, the Employer will discuss with an unsuccessful internal applicant the manner in which the Employee may improve in order to be considered for any future vacancy.

14.06 In the event that an Employee has been accepted to fill a permanent vacancy, then at anytime within the first one hundred and fifty (150) working hours after being assigned to such vacancy the Employee may elect to revert to the Employee's previous position. The trial period may be extended by mutual agreement, but in any case, not longer than an additional one hundred and twelve and one-half (112 ½) working hours.

14.07 (a) When an Employee is the successful applicant for a different job classification with a higher rate of pay, the Employee will be paid the rate of pay for the new job classification that is next closest (but not lower) to the Employee's current rate of pay.  
(b) Employees temporarily required to work in a different job classification, shall receive their current rate of pay or the rate of pay for the different job classification that is next closest (but not lower) to the Employee's current rate of pay, whichever is greater, for all hours worked in the different job classification.  
(c) When an Employee is the successful applicant for a different classification with a lower rate of pay, the Employee's salary shall be adjusted immediately to the basic rate of pay that is next closest (but not higher than) her current rate of pay.

14.08 An Employee filling a temporary vacancy of six (6) weeks or longer duration shall not bid on any other temporary posting until the end of their temporary position, except as otherwise agreed to by the Employer.

14.09 Temporary Employees

A Regular Employee who applies for and is successful on a Temporary posting shall maintain their status as a Regular Employee. At the completion of the temporary term, the Regular Employee shall return to their former position.

A Casual Employee who applies for and is successful for a Temporary position shall be entitled to the terms and conditions applicable to a Temporary Employee. At the completion of the temporary term, the Casual Employee shall resume the normal terms and conditions of employment applicable to a Casual Employee.

ARTICLE 15  
CLASSIFICATIONS

- 15.01 Current job descriptions shall be available to all Employees upon commencing employment.
- 15.02 In the event the Employer changes or amends the job description for any of the classifications, the Employee shall be advised and a copy of the amended job description will be forwarded to the Chapter Chair.
- 15.03 New Job Classification or Change to Existing Classifications  
The Employer may establish new job classifications or changes to existing classifications properly included in this Collective Agreement during the term of this Agreement and establish an interim basic hourly rate. Basic hourly rates of pay for such new job classifications shall be negotiated with the Union. If negotiations fail to produce an agreement, then the basic hourly rates of pay shall be settled by arbitration under this Agreement. The resulting pay scale shall be implemented retroactively to the date the new classification was established.  
The Employer shall provide classification criteria/ job descriptions for all classifications listed in the Salaries Appendix "A"- rates of pay.
- 15.04 In the event that the Employer changes the classification of the work being performed by a Regular Employee, to a classification with a higher basic rate of pay, such Employee will be placed on the wage scale for classification with the higher rate of pay at a step in the new scale that results in an increase.
- 15.05 In the event that the Employer changes the classification allocation of the work being performed by a Regular Employee, to a classification with a lower basic rate of pay, such Employee, while employed in such position, shall continue to receive her previous basic rate of pay until the basic rate of pay for the lower paid classification is equal to or greater than her previous basic rate of pay, or for a period four (4) months, whichever is earlier, at which time she will then receive the basic rate of pay for the classification to which the position is allocated.
- 15.06 A probationary Employee who becomes the successful applicant for a different job classification is required to complete the remainder of their initial probationary period.
- 15.07 Temporary Assignment Pay  
When an Employee is assigned by their immediate supervisor to replace another Employee in a higher paid classification within this Collective Agreement for a full or partial shift or longer, they shall be paid at the basic rate of pay for the classification in which the Employee is relieving, providing they are qualified to perform the substantive duties of the higher paid classification. When Employees are required temporarily to perform the duties of a lower paid classification, their basic rate of pay will not be changed.

ARTICLE 16  
ORIENTATION

- 16.01 Employee Orientation  
(a) Employees will be given a sufficient paid orientation under guidance and supervision to equip them for their work.

- (b) Including: an orientation for at least two (2) shift patterns if applicable (days, and/ or evenings, and/ or nights) that the Employer assigns the Employee to work;
- (c) The Employee's first (1<sup>st</sup>) four (4) shifts of resident care shall be under guidance in the relevant work area and should include dementia care and safety information as applicable by classification.
- (d) Employees absent from work for at least one (1) calendar year or more will be provided with appropriate support to properly re-orient them to the position.
- (e) An Employee's request for additional orientation shifts under guidance or supervision in resident care shall not be unreasonably denied and extended at the Employer's discretion.

ARTICLE 17

IN-SERVICE AND PROFESSIONAL DEVELOPMENT

- 17.01
- (a) The parties to this Agreement recognize the value of continuing in-service education for Employees and that the responsibility for such continuing education lies not only with the individual, but also with the Employer. The term "in-service" includes acquisition and maintenance of essential skills and other programs, which may be offered by the Employer.
  - (b) Employees who, with the prior approval of the Supervisor (out of scope), attend an in-service or development program shall not suffer a loss of pay for such attendance.
  - (c) An Employee who is required to attend a training course or seminar, shall be paid at straight time for attendance at such a meeting.
  - (d) When an Employee is required by the Employer to complete a self-directed training, the Employer will schedule time during the Employee's shift when the Employee is not required to attend to other duties in order to complete the training. The Employer will provide the necessary resources to complete the training, including a computer workstation if applicable.

17.02 The Employer's staff training and development policy governing in-service programs for all employees will include in-service programs, as modified from time to time, including, but not limited to the following:

- (a) Emergency preparedness (including fire, evacuation and disaster procedures);
- (b) Occupational health and safety matters including proper lifting and the prevention of person injury (back injury);

And additionally for nursing employees:

- (c) First Aid;
- (d) CPR including defibrillation
- (e) Prevention and management of staff or resident abuse; and
- (f) Dementia care training, prevention and management of aggressive behaviours.

17.03 Professional Development

All Employees employed by the Employer, designated pursuant to the *Health Professions Act* and working as a Licensed Practical Nurse, upon request, shall be granted a maximum of two (2) professional development days annually for professional development related to nursing skills, at the Basic Rate of Pay.

Such Professional Development Days are not cumulative from year to year.

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.

17.05 Professional Fees

Effective the date of ratification, a Licensed Practical Nurse (LPN) who is in a point four Full-Time (.40 FTE) position or greater as of December 1, in each calendar year and has active registration with the College of Licensed Practical Nurses of Alberta (CLPNA) at the beginning of each calendar year shall receive two hundred dollars (\$200.00) reimbursement for his/her CLPNA registration.

ARTICLE 18  
HOURS OF WORK AND OVERTIME

- 18.01 (a) Regular hours of work, exclusive of rest breaks, for full time employees shall be:
- (i) Seven and a half (7.5) consecutive hours per day;
  - (ii) Seventy-five (75) hours per two (2) week period.
- (b) Full-time employees shall receive at least every second (2nd) weekend off. "Weekend" shall mean a Saturday and the following Sunday, assuring a minimum period of sixty (60) hours off duty; and
- (ii) The Employer may offer a 'weekend only' shift schedule / rotation by utilizing the posting provisions of Article 16 - Job Postings.

18.02 Overtime

- (a) The Employer will pay overtime for all hours worked in excess of seventy-five (75) hours per two (2) week period or eight (8) hours per day as applicable by classification.
- (b) Overtime shall be paid at the rate of one and one half (1.5X) times the applicable basic rate of pay for all hours worked contiguous with her regular, fulltime shift and for all hours worked on a scheduled day of rest. All hours in excess of four (4) hours shall be paid at double (2X) time.
- (c) Overtime on a Named Holiday shall be in accordance with 21.08.

18.03 Overtime must be authorized by the Employer in advance.

- 18.04 (a) All overtime worked in one pay period will be paid out in the following pay period.
- (b) However, Employees may be given time off in lieu of overtime worked, to be taken and scheduled within thirty (30) calendar days of the date the overtime was worked or in conjunction with his/her annual vacation by mutual agreement between the Employer and the Employee.

- (c) Time off in lieu of overtime shall be equivalent of the actual time worked adjusted by the applicable overtime rate.

18.05 An Employee required to work overtime contiguous to her regular shift shall be provided with a fifteen (15) minute paid rest period prior to working the overtime. Where overtime in excess of four (4) hours is required, the Employer shall provide a thirty (30) minute paid rest break and provide a meal.

18.06 Rest Periods

Regular hours of work shall be deemed to include:

- (a) The Employer shall provide one (1) paid break of fifteen (15) minutes during each period of not less than three point five (3.5) hours.
- (b) A meal break of not less than one half (1/2) hour shall be granted to all Employees wherever possible at approximately the midpoint of each shift.
- (c) If an Employee is required to work or is recalled to duty during her meal break, compensating time off for the full meal break shall be provided later in the shift or the Employee shall be paid at one and one half times (1 1/2x) the basic rate of pay for the full meal break.
- (d) If the Employer requires an Employee to be readily available for duty during her meal break, the Employee shall be so designated in advance and be paid for that meal break at one and one half times (1 1/2x) the basic rate of pay for the full meal break.

18.07 Shift Rotations

- (a) Shift rotations (including fixed shifts i.e. only nights or only days or only evenings) assigned in accordance with Article 14 – Job Postings and shall not be changed or revised without the mutual agreement of the Employer, Union and the Employee.
- (b) The Employer shall provide at least sixty (60) days' notice to the Union of its intent to change or revise shift rotations. The Parties shall meet and discuss the changes proposed by the Employer within fourteen (14) days of the notice.

18.08 The shift schedules for Employees shall provide for:

- (a) At least twelve (12) hours off-duty between shifts, except in the case of Casual Employees who shall be entitled to a minimum of eight (8) hours off-duty between shifts;
- (b) Not more than five (5) consecutive scheduled days of work for employees working eight (8) hours shifts or not more than four (4) consecutive scheduled days of work for employees working twelve (12) hours shifts;
- (c) Consistent shift starting times or a combination of day and evening shifts (i.e. no switching between nights and days and/or evenings);
- (d) No split shifts with the exception of modified work shifts prescribed by a physician to accommodate an Employee disability;
- (e) No shift shall be less than three and a half (3.5) hours;

18.09 The Employer shall consider when scheduling shifts, an Employee's request for certain shift schedules. A request by an Employee to work permanent days, evenings, or nights shall not be unreasonably withheld by the Employer.

18.10 An Employee shall not be scheduled to work more than five (5) consecutive days except as may be mutually agreed between the Employee and the Employer or in cases of emergency.

18.11 Work schedules covering a four (4) week period will be posted on applicable department bulletin boards, the shifts schedules for Full time and Part-time Employees for all employees to view, at least two (2) weeks in advance. Employee requests for specific days off must be submitted to the Employer one (1) week in advance of the posting of the schedule.

An Employee's shift schedule may be changed after it is posted provided that the Employer gives the Employee fourteen (14) calendar day's notice of such change and the change is confirmed in writing with the Employee and written on the shift schedule.

If the fourteen (14) calendar days notice is not given, the Employee is entitled to one and one half times (1 1/2x) the Employee's basic rate of pay for all regular hour scheduled and worked on the first shift of the revised schedule.

18.12 Additional Hours of Work

(a) Regular Part-time Employees shall have first preference for the available work. Regular Part-time Employees working extra hours under this arrangement will not be entitled to overtime on these hours unless they qualify under the Overtime provisions in Article 27. In no case will the Employer be obliged to use a Regular Part-time Employee such that doing so would create an overtime situation.

(b) A Regular Part-time Employee may submit in writing her willingness to pick up additional shifts. The Employer may schedule Part-time Employees, who have given their request in writing, for additional shifts with the consent of the Part-time Employee. Where there are available additional shifts the Employer shall distribute the additional shifts to Regular Employees first consistent with the principles of seniority (within the worksite).

(c) Opportunity to work additional hours of work shall be made available:

- (i) First to Part-time Employees who are senior, available and have requested additional hours of work; and
- (ii) then to Casual Employees based upon their availability form and on the basis of date of hire.

(d) At the request of the Union or the Employer, the parties agree to meet to discuss the distribution of additional hours of work.

18.13 (a) Employees may exchange shifts among themselves, provided that:

- (i) The exchange is agreed to, in writing, between the affected Employees; and
- (ii) Prior approval of such exchange has been given by the Employee's immediate supervisor.

(b) The Employer will provide copies of the documentation of the approved shift trade to the affected Employees.

(c) Such exchanges shall be recorded on the shift schedule.

(d) No exchanged shift shall be unreasonably denied.



- 18.14 Any Employee who reports for work, as requested, or scheduled, shall be paid a minimum of three (3) hours at the Employee's regular rate of pay or for the full shift if agreed to additional shift with less than one (1) hours notice of the request and acceptance including travel time.
- 18.15 On the day fixed by proclamation, in accordance with the *Daylight Savings Time Act*, of conversion to Mountain Standard Time, regular hours of work shall be extended to include the resultant additional hour with additional payment due therefore at the applicable overtime rate.
- On the date fixed by said *Act* for the resumption of Daylight Savings Time, the resultant reduction of one (1) hour in the shift involved shall be effected with the appropriate deduction in regular earnings.

ARTICLE 19  
NAMED HOLIDAYS

- 19.01 Employees shall be entitled to receive a day off with pay on or for the following Named Holidays:
- |                     |                  |
|---------------------|------------------|
| New Year's Day      | Labour Day       |
| Alberta Family Day  | Thanksgiving Day |
| Good Friday         | Remembrance Day  |
| Victoria Day        | Canada Day       |
| Christmas Day       | Boxing Day       |
| August Heritage Day |                  |
- 19.02 Subject to Sub-Clause 20.01, to qualify for a Named Holiday with pay the Employee must:
- (a) Work her scheduled shift immediately prior to and immediately following the holiday, except where the Employee is absent due to illness, or other reasons acceptable to the Employer; and
  - (b) Work on the holiday when scheduled or required to do so.
- 19.03 An Employee required by the Employer to work on a Named Holiday shall be paid for all hours worked on a Named Holiday at one point five times (1.5 X) her Basic Rate of Pay plus:
- (a) an alternate day off with pay at a mutually agreed time, or
  - (b) failing mutual agreement within thirty (30) calendar days following the Named Holiday, the Employee shall receive payment for such day at her basic rate of pay.
- 19.04 When a Named Holiday falls on a day that would otherwise be a Regular Employee's regular scheduled day off, or during an Employee's vacation, the Employee shall receive either:
- (a) an alternate day off with pay at a mutually agreed time; or
  - (b) failing mutual agreement within thirty (30) calendar days following the Named Holiday of the option to be applied, the Employee shall receive payment for such day at her Basic Rate of Pay.
- 19.05 Unless an Employee requests otherwise in writing, Employees shall be scheduled, so as to be given either Christmas Day or New Year's Day off.

- 19.06 Notwithstanding Articles 20.03 and 20.04 any remaining alternate days off not taken by December 31st of each year shall be paid out at the Employee's basic rate of pay.
- 19.07 In lieu of Named Holidays, Part-time and Casual Employees will be paid four point two three percent (4.23%) of the Basic Rate of Pay for hours worked in each bi-weekly period.
- 19.08 Overtime worked on a Named Holiday shall be paid at two times (2x) the applicable Basic Rate of Pay.

ARTICLE 20  
ANNUAL VACATION

20.01

Definition

For the purpose of this Article:

- (a) "Vacation" means annual vacation with pay.
- (b) "Vacation Year" means the twelve (12) month period commencing on the first day of January in each calendar year and concluding on the last day of December of the same calendar year.
- (c) Regular Employees will commence earning vacation entitlement upon the date of commencement of employment.

20.02

Vacation Entitlement

- (a) During each year of continuous service in the employ of the Employer, an Employee shall earn entitlement to a vacation with pay to be taken in the next following vacation year and the rate of earning entitlement shall be as follows:
  - (i) during the first (1st, 2nd and 3rd) years of employment an Employee earns a vacation at the rate of ten (10) working days
  - (ii) during the fourth (4th) to ninth (9th) years of employment an Employee earns a vacation at the rate of fifteen (15) working days;
  - (iii) during the tenth (10th) to twentieth (20th) years of employment, an Employee earns vacation at the rate of twenty (20) working days; and
  - (iv) during the twentieth (20th) and subsequent years of employment, an Employee earns a vacation at the rate of twenty-five (25) working days.
- (b) Employee with less than a year of service An Employee who has less than one (1) year of service prior to the first (1st) day of April in any one (1) year shall be entitled to a vacation calculated on the number of months from

20.03

- (a) Notwithstanding Clause 21.02, vacation with pay shall not accrue during periods while:
  - (i) on layoff; and
  - (ii) on unpaid absence during which an Employee is in receipt of weekly indemnity as provided for by the Long Term Disability Income Insurance Plan; and

- (iii) in receipt of compensation from the Workers' Compensation Board; and
  - (iv) on leave of absence in excess of thirty (30) calendar days for any reason.
- (b) Vacation benefits will accrue during the remainder of the vacation year proportionate to the period worked.

20.04

Scheduling/ Time of Vacation

- (a) (i) Regular Employees shall be granted their choice of vacation periods; however, the final allotment of vacation remains within the responsibility and authority of the Employer. Vacation requests shall not be unreasonably denied.
  - (ii) The Employer shall post the vacation schedule planner by April 1st of each year, covering the period from January 1st of the following year until March 31st of the next subsequent year. Where an Employee submits her vacation preference by May 15th of that year, the Employer shall indicate approval or disapproval of that vacation request by June 30 of the same year.
  - (iii) Seniority within the worksite and within each Classification shall be the determining factor when there is a dispute regarding preference for the time that vacation is to be taken.
  - (iv) Vacation requests made outside of the process in (ii) above will be considered on a first come first served basis.
- (b) Vacation earned during one (1) vacation year shall be taken during the next following vacation year. Employees may request to carry-over a maximum of five (5) days of vacation from one year to the next. Employee requests to carry over vacation must be submitted in writing no later than December 1 of each calendar year. Such requests will not unreasonably be denied.
- (c) A vacation period may be divided by mutual agreement between the Employee and the Employer.
- (d) A request may be made in writing to the Employer to utilize vacation credits prior to the completion of the vacation year in which the credits are earned. The request shall be subject to the approval of the Employer and shall not exceed the number of vacation days accrued to the date of the request.

20.05

An Employee shall not be permitted to work "pick-up" or "extra" shifts during their vacation period. However, an Employee required by the Employer to return to work during her vacation will receive one point five times (1.5X) her basic rate of pay for hours worked. In addition to receiving premium pay, the time worked will be rescheduled as vacation leave with pay.

20.06

Employees who request vacation with less than 14 days notice to the employer may be required to replace themselves as part of the vacation approval process.

20.07

Casual Employees shall be paid earned vacation pay on each payday. Casual Employees earn vacation pay as per the Alberta Employment Standards Code.

20.08

Upon request, Employees shall be provided with their current vacation entitlement accruals indicating the number of vacation days available.

20.09 Employees who have terminated their employment shall be paid any outstanding vacation pay on their last cheque.

ARTICLE 21  
SICK LEAVE

21.01 Sick leave is an insurance provided by the Employer for the purposes of maintaining regular earnings (exclusive of overtime and other premiums) during absences due to illness or accident for which compensation is not payable under the *Worker's Compensation Act*, or by quarantine by the Medical Officer of Health.

(a) An Employee shall be allowed a credit of five percent (5%) of paid hours worked as sick leave from the date of employment.

21.02 When an Employee has accrued the maximum sick leave credit of forty-five (45) days, they shall no longer accrue sick leave credits until such time as their total accumulation is reduced below the maximum. At that time the Employee shall recommence accumulating sick leave credits.

21.03 An Employee unable to complete her shift due to illness will be paid for the hours actually worked and the balance of the shift will be withdrawn from the Employee's sick day account if any remains.

21.04 An Employee shall not be entitled to use sick leave credits prior to the completion of their probation period.

After completion of the probationary period, such Employee shall be entitled to cumulative sick leave credit computed from the date of commencement of employment.

21.05 Notwithstanding the foregoing, while an Employee is on layoff, or in receipt of compensation from the Worker's Compensation Board, or on other unpaid leaves of absence in excess of thirty (30) calendar days for any reason, sick leave credits shall not accrue.

21.06 Employees requiring time off for the purpose of attending a dental, physiotherapy, optical or medical appointment, provided the Employee has been given prior authorization by the Employer, such absence shall be charged against the Employee's accumulated sick leave.

21.07 Proof of Illness

Employees may be required to submit satisfactory proof to the Employer of any claim for sick leave. If the Employer requires such proof, the Employee shall be notified of this requirement in writing prior to their return to work. The Employer shall not normally require proof of illness for influenza like symptoms.

Where the Employee must pay a fee for such proof or medical evidence or the costs of an independent medical examination, the full fee paid by the Employee shall be reimbursed by the Employer.

21.08 Upon request of an Employee, the Employer shall advise an Employee of their accrued sick leave credits.

23.09 For the purpose of computing sick leave accumulation, the following shall be counted as working days:

(a) days on which the Employee is on vacation

- (b) days on which the Employee is on leave of absence with pay pursuant to the terms of this Collective Agreement; and
- (c) days on which the employee is absent attending official Union business for which the Employer is fully reimbursed by the Union.

21.10 Employees whose sick leave credits are exhausted shall be on leave without pay for medical reasons.

21.11 The return to work of an Employee in accordance with this Article shall not be construed as being in violation of the posting and/ or scheduling provisions.

21.12 Termination of Sick Leave

Sick leave benefits will cease on termination of employment, on retirement, or on death.

21.13 Sick Leave on Vacation

Should an Employee, while on vacation, be hospitalized, in excess of four (4) hours the Employee shall be entitled to use their sick leave and have their vacation bank replenished for the equivalent number of days, upon production of a valid doctor's note.

21.14 Sick Leave During Pregnancy

Sick leave shall be granted for the health related portion of an Employee's pregnancy or childbirth, such leave shall only be approved following production of a medical certificate that prevented the Employee from doing their duties during the health related period of their absence.

21.15 Casual Employees shall not be entitled to sick leave benefits.

ARTICLE 22  
WORKERS COMPENSATION

22.01 Workers' Compensation Board coverage will be provided by the Employer for Employees. In accordance with the *Income Tax Act*, Workers' Compensation benefits are not taxable.

22.02 Employees will be eligible to apply for sick leave benefits in accordance with Article 21 - Sick Leave, during the period of time they are waiting for receipt of their claim from WCB. Sick leave benefits will be payable provided:

- (a) The Employee has sick leave credits available; and
- (b) The Employee meets the eligibility requirements for sick leave, and
- (c) The Employee assigns her WCB benefits to the Employer, only to the extent that is required for the Employer to recover the money that was paid out for sick leave, once the WCB claim is approved.

The Employer shall then reinstate the Employee's sick leave credits to the appropriate level.

After money for sick leave benefits has been recovered from the assigned WCB benefits, the Employee shall receive her benefits directly from the Worker's Compensation Board.

- 22.03 Employees shall not be entitled to a named holiday or a compensating day off in lieu of a Named Holiday from the Employer while receiving benefits from Workers' Compensation.
- 22.04 An Employee who has been on Workers' Compensation in excess of thirty (30) calendar days and who is certified by the Workers' Compensation Board to be fit to return to work and who is capable of performing the duties of her former position, shall provide the Employer with two (2) weeks' written notice of readiness to return to work. The Employer may accommodate return to work sooner than two (2) weeks' where agreeable between the Employer, the Union and the Employee.
- 22.05 Duty to Accommodate  
An Employee on Workers' Compensation leave and who is certified by the Workers' Compensation Board to be fit to return to work and who is:
- (a) capable of performing the duties of her former position shall be reinstated in the same position held by her immediately prior to the disability with benefits that accrued to her prior to the disability; or
  - (b) incapable of performing the duties of her former position, but is capable of performing the duties of her former classification, shall be reinstated to a position for which she is capable of performing the work entailed, upon the occurrence of the first such available vacancy with benefits that accrued to her prior to the disability; or
  - (c) incapable of performing the duties of her former classification and is no longer receiving a benefit from the Workers' Compensation Board, may make application for any benefits for which she is eligible under Article 27 - Health Care Benefits or Article 21 - Sick Leave.
- 22.06 The reinstatement of an Employee in accordance with this Article shall not be construed as being in violation of the posting and/or scheduling provisions of Article 14 - Job Postings or Article 18 - Hours of Work and Overtime.
- 22.07 At the time it is determined that an absence due to injury which is compensable pursuant to the *Workers' Compensation Act*, is expected, or will continue for a period in excess of six (6) months from the date of onset of the condition, the Employer will provide the Employee with the appropriate form to submit a pending claim to the Underwriter of the Long Term Disability Income Insurance.

ARTICLE 23  
LEAVES OF ABSENCE

- 23.01 General Conditions
- (a) Subject to the written approval of the Employer, an Employee may make a request in writing to the General Manager for a Leave of Absence without pay to a maximum of thirty (30) calendar days. A request for Leave must be made at least two (2) weeks prior to the commencement of the Leave.  
  
A leave of absence may be approved provided the Employee has exhausted all vacation time off with pay earned to date. A Leave of Absence will not be unreasonably denied. Such leave may be extended by additional periods of thirty (30) calendar days with the written approval of the Employer in extenuating circumstances like return to the homeland for family emergencies overseas and other circumstances.

- (b) (i) Employees who are on Leave of Absence will not engage in any gainful employment with any other Employer while on such leave, unless otherwise agreed by the Union and the Employer. Any Employee who engages in gainful employment while on a leave of absence shall be considered to have terminated their employment without notice.
- (ii) Any Employee who has been granted a leave of absence of any kind and overstays their leave, except in emergency situations, shall be considered to have terminated their employment without notice.
- (iii) All requests for leave of absence must be submitted to the General Manager for final approval. Requests shall not be unreasonably denied.
- (iv) Employees may elect to continue benefits by pre-arranging payment for the Employer and Employee portions of premiums for any leave of 30 days or longer.
- (v) Employees shall not be entitled to Named Holidays with pay, which fall during a period of a Leave of Absence without pay in excess of thirty (30) calendar days.

23.02

Maternity, Parental, Adoption Leave

Maternity, Parental, or Adoption Leave will be granted on the basis of the following provisions:

- (a) Employees must give the Employer at least six (6) weeks written notice advising of the start of Maternity/Parental Leave.
- (b) The Employee must give at least four (4) week's written notice that she/he intends to return to/not return to work.
- (c) Employees may continue benefits if they pay both the Employer and Employee portions of the premiums.
- (d) Employees do not accrue Vacation, General Holidays, or Sick Leave while on Leave.
- (e) The Employee will be reinstated in the same or comparable position with earnings and other benefits equal to those received when the Leave began.

Maternity Leave

- (a) Employees are entitled to job-protected leave in the event of the birth of a child. Leave is composed of sixteen (16) weeks of Maternity Leave and sixty-two (62) weeks of Parental Leave.
- (b) The Employer can require the Employee to obtain and submit a medical certificate certifying pregnancy and giving the estimated date of delivery.
- (c) Maternity leave can begin at any time within twelve (12) weeks prior to the estimated date of delivery.
- (d) If the pregnancy interferes with the Employee's job performance during the twelve (12) weeks before the estimated date of delivery, the Employee may request a medical accommodation to commence Maternity Leave.

- (e) An Employee must take at least six (6) weeks of Maternity Leave after the birth of her child, unless the Employer agrees to early resumption of employment. The Employee must provide a medical certificate indicating that resumption of work will not endanger her health.

Parental/Adoption Leave

- (a) Fathers, same sex partners and/or adoptive parents are eligible for up to seventy-two (72) weeks of unpaid, job-protected Parental Leave. Adoptive parents can take Adoption Leave for any child under age 18.
- (b) Parental/Adoption Leave may be taken by one parent or shared between two parents but the total combined leave cannot exceed seventy-two (72) weeks.
- (c) Parental/Adoption Leave can begin at any time after the birth or adoption of the child but must be completed within one hundred and four (104) weeks of the date a baby is born, or an adopted child is placed with the parent.
- (d) Employees who intend to share Parental Leave must advise their respective Employers of their intention to do so.
- (e) Parents will still be eligible for the Adoption Leave if medical reasons, or circumstances related to adoption, prevent the employee from giving six (6) weeks' notice. When this happens, written notice must be given to the Employer as soon as possible.

23.03

Bereavement Leave

- (a) When a death occurs in the immediate family of an Employee, the Employee shall be granted Bereavement Leave for three (3) days without loss of income, commencing or ending with the day of the funeral.
- (b) 'Immediate family' shall mean the following members of an Employee's family or the family of their spouse, including spouse (including common-law) or same gender partner, fiancé, child (including step or foster child or ward), parent (including step or foster parent), grandparent, grandchild, sibling, guardian, spouse's parents, aunt, uncle, niece, nephew, brother-in-law, sister-in-law, daughter-in-law, or son-in-law.
- (c) Bereavement Leave shall be extended by up to two (2) additional days with no loss of income if travel out of province is necessary for the purpose of attending the funeral. At the time of the Bereavement Leave notification, the Employer may request reasonable evidence of travel out of province.
- (d) Bereavement Leave with pay may be granted for one (1) day for the funeral/memorial service of a close friend or more distant relative than outlined in 23.03 (b) depending on the needs of the operation.
- (e) An Employee may be granted up to a month's leave of absence without pay, upon an approved leave from the Employer upon the death of an immediate family member subject to Article 25.01.



23.05

Education Leave

- (a) For the purpose of determining salary increments, an Employee who is granted leave of absence for educational purposes, as per Article 19 – In-service Programs and Professional Development, 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.

23.06

Domestic Violence Leave

- (a) An Employee who has completed ninety (90) days of employment and who has been subjected to domestic violence may require time off from work to address the situation and shall be entitled to leave of absence without pay for a period of up to ten (10) days in a calendar year.
- (b) An Employee may access applicable leaves of absence or banks such as sick leave, personal leave, or court duty leave.
- (c) Personal information concerning domestic violence will be kept confidential by the Employer.
- (d) When an Employee reports that they are experiencing domestic violence, the Employer will complete a hazard assessment and, where appropriate, may facilitate alternate work arrangements.
- (e) Employees may be required to submit satisfactory proof to the Employer demonstrating the need for domestic violence leave. Proof may be provided in the form of a copy of a court order, or documentation from a doctor, a family violence support service, a police officer, or lawyer.

23.07

Court Duty

An Employee who is subpoenaed by the Crown for jury duty or as witness for the Crown shall not lose any pay because of such service, provided the amount paid for such service is promptly repaid by the Employee to the Employer. The Employee must present proof of service and shall notify the Employer immediately upon the receipt of notification that the Employee has been subpoenaed by the Crown.

ARTICLE 24  
WAGES

24.01

Wages shall be paid in accordance with Appendix “A”, attached to and made part of this Agreement.

24.02

Wages rates are effective on the dates specified in Appendix “A.”

24.03

- (a) An Employee’s Basic Rate of Pay will be advanced to the next higher Basic Rate of Pay upon completion of the hours worked in the respective classification in Appendix A.
- (b) For clarity, hours counted towards an Employee’s next increment include hours worked as follows:
  - (i) regular shifts;

- (ii) relief or extra shifts;
- (iii) paid education shifts;
- (iv) paid Named Holidays and worked Named Holidays;
- (v) paid Vacation days; and
- (vi) all paid absences.

24.04 Advancement on the pay grid is based on the attainment of the actual hours worked in the respective classification.

24.05 Paydays shall be on bi-weekly basis by direct deposit, into the Employee's account at a major banking institution of the Employee's choice. The Employee will receive a statement of earning with all deductions on the payday. In the event the Employer changes its payroll system or pay days, the Union and the Employees will be notified at least ninety (90) calendar days in advance of such change(s).

24.06 Recognition of Prior Experience

- (a) For the purpose of establishing the Base Rate of Pay on hire for new employees hired after the date of ratification of this first agreement, the Employer may recognize up to ten (10) years of prior experience provided it is satisfactory to the Employer and not more than two (2) years have elapsed since such experience was obtained.

24.07 Reemployment

Employees who terminated employment from the Employer and then are re-employed may be placed at the same increment on the salary scale upon re-employment provided that:

- (a) they are re-employed into exactly that same Classification that they held prior to termination; and
- (b) their re-employment is within two (2) years of their prior termination.

24.08 Overpayment

Should the Employer issue an overpayment of wages and/or entitlements, the Employer may make the necessary monetary or entitlement adjustments and take such internal administrative action as is necessary to correct such errors. The Employer shall notify the Employee in writing that an overpayment has been made and discuss repayment options. By mutual agreement between the Employer and the Employee, repayment arrangements will be made. In the event mutual agreement cannot be reached, the Employer shall recover the overpayment by deducting up to ten percent (10%) of the Employees' gross earnings per pay period.

ARTICLE 25  
SHIFT DIFFERENTIALS

25.01 Evening Shift

Effective two (2) full pay periods following ratification, a Shift Differential of two dollars and twenty-five cents (\$2.50) per hour shall be paid:

- (a) to Employees for each hour worked between fifteen hundred (1500) hours to twenty-three hundred (2300) hours; and

- (b) to Employees for all overtime hours worked which fall within the period of fifteen hundred (1500) hours to twenty-three hundred (2300) hours.

25.02

Night Shift

Effective two (2) full pay periods following ratification, a Shift Differential of two dollars and seventy-five cents (\$2.75) per hour shall be paid:

- (a) to Employees for each hour worked between twenty-three hundred (2300) hours to zero seven hundred (0700) hours; and
- (b) to Employees for all overtime hours worked which fall within the period of twenty-three hundred (2300) hours to zero seven hundred (0700) hours.

25.03

Weekend Premium

Effective two (2) full pay periods following ratification, an Employee shall be paid a Weekend Premium per hour for each hour worked between twenty-three hundred hours Friday and twenty-three hundred hours Sunday as follows:

Two dollars and twenty-five cents (\$2.25) per hour shall be paid:

- (a) to Employees for each hour worked between seven hundred (0700) hours to fifteen hundred (1500) hours; and

Two dollars and seventy-five cents (\$2.75) per hour shall be paid:

- (a) to Employees for each hour worked between fifteen hundred (1500) hours to twenty-three hundred (2300) hours; and

Three dollars and twenty-five cents (\$3.25) per hour shall be paid:

- (a) to Employees for each hour worked between twenty-three hundred (2300) hours to zero seven hundred (0700) hours; and

25.04

All premiums payable under this Article shall not be considered as part of the Employee's Basic Rate of Pay.

25.05

There shall be no pyramiding or stacking of premiums unless specified in an article.

ARTICLE 26

REGISTERED RETIREMENT SAVINGS PLAN (RRSP)

26.01

The Employer shall provide and administer voluntary contributions to an RRSP program to include the following:

- (a) The Employer will deduct from eligible Employees up to five percent (5%) of the Employee's gross earnings of each pay period to be placed directly into a group RRSP; and
- (b) In addition to the Employee's contributions, the Employer will match the Employee's contribution of up to two and one-half percent (2.5%) of the Employee's gross earnings of each pay period to be deposited directly into the RRSP plan.

ARTICLE 27

HEALTH CARE BENEFITS

27.01 The Employer shall provide the following group plans for which the Employer agrees to pay fifty (50%) percent of the health (including drug) and dental benefits. The Employee agrees to pay one-hundred (100%) of the premiums for life insurance, travel insurance and hospital benefits.

The group plans include:

- (a) An Extended Health Care Medical Supplementary benefits plan which provides a benefit of sixty per cent (60%) direct payment provision (direct billing drug card) for eligible physician or dentist prescribed drug medication and supplies.
- (b) A dental plan which provides reimbursement according to the Alberta Dental Association fee guide of fifty per cent (50%) of regular dental and orthodontic procedures up to a maximum annual reimbursement of one thousand (\$1000) dollars.
- (c) Worldwide Travel Benefit (with respect to accidental or unexpected illness outside Alberta);
- (d) Group Life Insurance Benefit (\$25,000)
- (e) Dependent Life Insurance Benefit (\$10,000 for Spouse and \$5000 for children)

ARTICLE 28  
REGULAR PART-TIME EMPLOYEES

28.01 All provisions of the Collective Agreement apply to Regular Part-time Employees subject to specific language in each Article.

ARTICLE 29  
TEMPORARY EMPLOYEES

29.01 All provisions of the Collective Agreement apply to Temporary Employees subject to specific language in each Article.

ARTICLE 30  
CASUAL EMPLOYEES

30.01 All provisions of the Collective Agreement apply to Casual Employees subject to specific language in each Article or with the following exceptions and stipulations:

- (a) Article 23 – Sick Leave
- (b) Article 25 – Leaves of Absence
- (c) Article 34 – Health Care Benefits
- (d) Article 41 – Layoff and Recall

ARTICLE 31  
CONTRACTING OUT

- 31.01 Where the Employer finds it necessary to transfer, assign, sub-contract or outsource any work or functions performed by Employees covered by this Agreement, the Employer shall notify the Union with as much notice as possible but in any event, not less than sixty (60) days in advance of such change and shall meet, discuss and consult with the Union about reasonable measures regarding the interests of affected Employees. This article does not apply to occasional use of staffing agencies to supplement staff if call in procedures as per Article 20 have failed to result in sufficient staffing levels being present.

ARTICLE 32  
LAYOFF AND RECALL

- 32.01 When, in the opinion of the Employer, it becomes necessary to displace an Employee, due to reduction of the work force, or reduction in regularly scheduled hours of work of a Regular Employee, or wholly or partly discontinue an undertaking, activity or service, the Employer will notify the Union twenty eight (28) calendar days prior to the date of layoff, except that the notice shall not apply where layoff results from an act of God, fire, flood or a natural disaster

32.02 Consultation Meeting with Union

- (a) The Parties recognize the value of meeting prior to a layoff process occurring. The parties will make every reasonable effort to meet and consult at least twenty-eight (28) calendar days prior to any Employee receiving notification of the layoff. The consultation process will not be unreasonably delayed as a result of the unavailability of a representative of either party.
- (b) The purpose of this meeting is to discuss:
- (i) the parameters of the layoff;
  - (ii) the current seniority list;
  - (iii) the process by which each employee will receive written notice including individual meetings, timeframes etc.;
  - (iv) and review the written notification documents to ensure accuracy, disclosure and retention options available for each affected employee;
  - (v) the process of how layoffs will take place,
  - (vi) review the current seniority list,
  - (vii) review the list of available positions, vacancies posted and not posted,
  - (viii) and discuss other relevant factors, including voluntary separation arrangements on the basis of seniority, if mutually agreed.
  - (ix) The Parties will also discuss the process to be followed for Employees on approved leave of absence, WCB, STD or LTD insurance benefits.

- (c) Should it become necessary to displace an Employee, the least senior Employee of the affected job classification shall be laid off. When staff reductions, occur, the Chapter Chair of the Union will be notified by copy of the written notice of layoff to the affected Employee(s).

32.03

Notice of Layoff

If an Employee is laid off and is not provided with notice of lay-off as specified in 41.01 above, then the Employee shall be paid a sum of money that is at least equal to the wages that otherwise would have been earned if the Employee had worked her regular hours of work for the period of notice applicable to the Employee under clause (a) above.

32.04

Employee Selection Meeting

- (a) To assist the Employee in indicating their preference of alternate positions, the Employee will have access to seniority lists, shift schedules, and a list of positions available prior to the selection meeting with the Employer.
- (b) A selection meeting will be arranged by the Employer, involving the Employee, the Employer representative(s) and the Union representative(s). The selection process will not be unreasonably delayed as a result of the unavailability of the Union representative.
- (c) When an Employee is on an approved leave of absence, or Workers' Compensation Benefits, or Long Term Disability Insurance Benefits, the selection meeting and the notice of layoff, if applicable, shall be served when the Employee has provided notice of readiness to return to work.
- (d) In this provision, 'classification' means all classifications, and 'status' means Full-time or Part-time.
- (f) Within the worksite, the Employee will select positions in the same classification, which are available or select a position to displace an Employee with less seniority in the same classification, regardless of status or FTE.
- (g) Where there are no position(s) of any status in the same classification as the Employee's current position, the Employee may indicate a preference for an alternative position(s) in the worksite for which she has the requisite skill, training, and knowledge to perform the work and select a position and to select an available position or a position occupied by a less senior Employee, in a different classification, regardless of status or FTE;
- (h) Where there are no positions available in accordance with the above, the Employee shall be laid off in accordance with this Article and shall have the right to recall as outlined in this Article.

32.05

Recall

- (a) Employees on lay off shall be recalled in the order of their seniority for the job classification in the worksite, subjected to Article 15 - Seniority.
- (b)
  - (i) The Employer shall notify the Employee of the date of return to work when recalled from layoff. The Employer may agree to an alternate date should the Employee request.
  - (ii) Employees on layoff are responsible for informing the Employer of any changes in address or telephone number, which may be used to contact the employee for recall.

- (c) In any event, should an Employee fail to return to work on the specified date, the Employee will forfeit any claim to re-employment.
- (d) Regular Employees on lay off may accept casual work without affecting their recall status and seniority standing upon recall. Such Employees shall be governed by the Collective Agreement provisions applicable to Casual Employees.
- (e) The Employer will not hire new Employees into a classification when others in that classification are on layoff subject to ability to do the work required.

32.05 Health and Insurance Benefits

Employees on layoff shall make prior arrangements for payment of the full premiums of any applicable health and insurance benefits.

Wages

**Year 1:** **November 22, 2018 to November 21, 2019.** A **1.5% increase** wage for all hours worked by employees between November 22, 2018 to November 21, 2019.

**Year 2:** **November 22, 2019 to November 21, 2020.** Implement the wage grid (attached as Appendix A).

Red circled<sup>1</sup> Employees shall receive a **1.5% lump sum payment** for all hours worked between November 22, 2019 to November 21, 2020.

**Year 3:** **November 22, 2020 to November 21, 2021.** A **1.5 % increase** on the wage grid.

Red circled Employees shall receive a **1.5% lump sum payment** for all hours worked between November 22, 2020 to November 21, 2021.

**Year 4:** **November 22, 2021 to November 21, 2022:** A **2.0% increase** on the wage grid for all hours worked between November 22, 2021 to November 21, 2022.

Red circled Employees shall receive a **2.0% lump sum payment** for all hours worked between November 22, 2021 to November 21, 2022.

Retroactivity

The Employer shall pay retroactive pay within sixty (60) days from the date of ratification, except that former Employees shall be paid within thirty (30) days of application. Any former Employee will be eligible to receive the applicable retroactive pay which the Employee would have received but for termination of employment. To qualify for the retroactive pay, the former Employee shall submit to the Employer, within ninety (90) days after the signing of this agreement, a written application for such retroactive pay.

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<sup>1</sup> **Red Circling:** Employees with wage rates at the date of ratification that do not correspond with the implemented wage grid will be red-circled until such time that their accumulated hours corresponds with a step in the wage grid which exceeds their existing wage rate. Employees with wage rates over and above the wage grid shall be red circled until such time as the classifications wage rate in the agreement catches up.

Job Class	Effective	Increase	Start	Probation (480 hours)	1 Year (1950 hours)	2 Years (3900 hours)	3 Years (5850 hours)	4 Years (7800 hours)	5 Years (9750 hours)
LPN	November 22, 2018	1.50%							
	November 22, 2019		\$26.26	\$27.01	\$27.80	\$28.72	\$29.59	\$30.46	\$31.50
	November 22, 2020	1.50%	\$26.65	\$27.42	\$28.22	\$29.15	\$30.03	\$30.92	\$31.97
	November 22, 2021	2%	\$27.19	\$27.96	\$28.78	\$29.73	\$30.63	\$31.54	\$32.61
HCA	November 22, 2018	1.50%							
	November 22, 2019		\$19.25	\$19.75	\$21.15	\$21.60	\$22.00	\$22.40	\$22.87
	November 22, 2020	1.50%	\$19.54	\$20.05	\$21.47	\$21.92	\$22.33	\$22.74	\$23.21
	November 22, 2021	2%	\$19.93	\$20.45	\$21.90	\$22.36	\$22.78	\$23.19	\$23.68

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Job Class	Effective	Increase	Start	Probation (487 Hours)	1 Year (1950 Hours)
Cook	November 22, 2018	1.50%			
	November 22, 2019		\$20.71	\$21.02	\$21.33
	November 22, 2020	1.50%	\$21.02	\$21.34	\$21.65
	November 22, 2021	2%	\$21.44	\$21.76	\$22.08
Cook Helper	November 22, 2018	1.50%			
	November 22, 2019		\$17.26	\$17.51	\$17.78
	November 22, 2020	1.50%	\$17.52	\$17.77	\$18.05
	November 22, 2021	2%	\$17.87	\$18.13	\$18.41
Dishwasher	November 22, 2018	1.50%			
	November 22, 2019		\$15.15	\$15.30	\$15.45
	November 22, 2020	1.50%	\$15.38	\$15.53	\$15.68
	November 22, 2021	2%	\$15.68	\$15.84	\$16.00
Server	November 22, 2018	1.50%			
	November 22, 2019		\$15.30	\$15.61	\$15.84
	November 22, 2020	1.50%	\$15.53	\$15.84	\$16.08
	November 22, 2021	2%	\$15.84	\$16.16	\$16.40
Housekeeping	November 22, 2018	1.50%			
	November 22, 2019		\$16.24	\$17.00	\$18.00
	November 22, 2020	1.50%	\$16.48	\$17.26	\$18.27
	November 22, 2021	2%	\$16.81	\$17.60	\$18.64
Activity Aide/ Dining Supervisor	November 22, 2018	1.50%			
	November 22, 2019		\$18.27	\$19.25	\$20.00
	November 22, 2020	1.50%	\$18.54	\$19.54	\$20.30
	November 22, 2021	2%	\$18.91	\$19.93	\$20.71

IN WITNESS WHEREOF, the Parties have executed this Collective Agreement by affixing hereto the signatures of their proper officers in that behalf.

Signed this \_\_\_\_\_ day of \_\_\_\_\_, 2022.

ON BEHALF OF YARROW LTD.  
PARTNERSHIP

\_\_\_\_\_

WITNESS

ON BEHALF OF THE ALBERTA UNION  
OF PROVINCIAL EMPLOYEES

\_\_\_\_\_

WITNESS

DRAFT

LETTER OF UNDERSTANDING #1  
BETWEEN  
CHARTWELL MASTER CARE LP  
- and -  
ALBERTA UNION OF PROVINCIAL EMPLOYEES  
(The Union)

RE: Post-Ratification Orientation

The Parties agree that forty-five minute orientation sessions will be hosted jointly (with the Union and Employer co-facilitating) and offered to all employees, (including out of scope employees) to provide an overview of the first collective agreement. The Parties agree to meet and discuss the logistics of hosting these sessions within sixty (60) days after ratification or and arbitrator's decision.

\_\_\_\_\_  
On behalf of the Employer

\_\_\_\_\_  
On behalf of the Union

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

DRAFT

LETTER OF UNDERSTANDING #2  
BETWEEN  
CHARTWELL MASTER CARE LP  
- and -  
ALBERTA UNION OF PROVINCIAL EMPLOYEES  
(The Union)

RE: Job Security

The Parties agree to the following:

1. That there will be no involuntary loss of employment for employees in the bargaining unit.
2. That Employees will “remain whole”, and where an Employee is faced with an involuntary reduction to pay or FTE any shortfalls will be remedied.
3. To achieve the preceding the Parties recognize that
  - adjustments in the workforce may occur through attrition;
  - in addition to Article 32 - Layoff and Recall, all retention options will be explored;
  - the Parties agree to share all relevant information in a timely manner.
4. This Letter of Understanding shall form part of the Collective Agreement and is subject to the grievance and arbitration provisions.
5. This letter shall expire on the expiration of the Collective Agreement, as identified in Article 2.

\_\_\_\_\_  
On behalf of the Employer

\_\_\_\_\_  
On behalf of the Union

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

LETTER OF UNDERSTANDING #3

BETWEEN

CHARTWELL MASTER CARE LP

- and -

ALBERTA UNION OF PROVINCIAL EMPLOYEES  
(The Union)

RE: Seniority

The parties agree that the previous, continuous service of Employees with Chartwell shall be recognized for the purpose of determining seniority. The Parties agree to meet and discuss a seniority list for all applicable bargaining unit employees within sixty (60) days of ratification or implementation of a first contract.

\_\_\_\_\_  
On behalf of the Employer

\_\_\_\_\_  
On behalf of the Union

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

DRAFT

LETTER OF UNDERSTANDING #4

BETWEEN

CHARTWELL MASTER CARE LP

- and -

ALBERTA UNION OF PROVINCIAL EMPLOYEES  
(The Union)

RE: Excluded positions

Persons whose jobs are not in the bargaining unit shall not perform bargaining unit work, except for purposes of instruction, in an emergency, or due to unforeseen short term circumstances, and provided that the act of performing the aforementioned work does not displace or reduce the hours of work or pay of any Employee.

The parties agree that the following positions are excluded from the Bargaining Unit:

Persons who perform managerial duties or perform in a confidential capacity regarding Labour Relations, including the following classifications:

General Manager

Office Manager

Lifestyle and Programs Manager

Maintenance Supervisor

Director of Care

Community Leasing Coordinator

\_\_\_\_\_  
On behalf of the Employer

\_\_\_\_\_  
On behalf of the Union

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

LETTER OF UNDERSTANDING #5

BETWEEN

CHARTWELL MASTER CARE LP

- and -

ALBERTA UNION OF PROVINCIAL EMPLOYEES  
(The Union)

Re: Legal Indemnification

The Employer will maintain comprehensive general liability insurance for all Employees. The Employer will pay one hundred percent (100%) of the premium cost of such insurance. In accordance with the Certificate of Insurance, the Employer's insurance provider shall provide legal representation for matters arising out of the performance of an Employee's assigned duties. The Employer will provide a letter to the Union confirming that insurance is complete and will include an extract from the contract of insurance. Such indemnification will not apply if the Employer determines that the Employee failed to act in good faith while performing her duties and responsibilities.

\_\_\_\_\_  
On behalf of the Employer

\_\_\_\_\_  
On behalf of the Union

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

LETTER OF UNDERSTANDING #6  
BETWEEN  
CHARTWELL MASTER CARE LP  
- and -  
ALBERTA UNION OF PROVINCIAL EMPLOYEES  
(The Union)

RE: Extension of Vacation with Unpaid Leave of Absence

Employees may request an unpaid leave of absence of up to ten (10) working days to extend a vacation.

In the first year of this agreement, such requests shall be made within sixty (60) days of ratification/implementation of this agreement. Such requests may include requests to reschedule previously approved vacation if applicable. The Employer shall respond to Employees' vacation extension requests within a further thirty (30) days of the request submission deadline.

In subsequent years, all requests for an unpaid vacation extension must meet the following criteria:

- (a) It must be requested at the time of the vacation request as per Article 22.04 a)
- (b) An employee must schedule all paid vacation prior to requesting an unpaid vacation extension
- (c) Unpaid vacation extensions will be granted subject to operational requirements. Requests will not be unreasonably denied.

This Letter of Understanding will expire on the expiration of the Collective Agreement, as identified in Article 2.

\_\_\_\_\_  
On behalf of the Employer

\_\_\_\_\_  
On behalf of the Union

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date



LETTER OF UNDERSTANDING #7  
BETWEEN  
CHARTWELL MASTER CARE LP  
- and -  
ALBERTA UNION OF PROVINCIAL EMPLOYEES  
(The Union)

Re: Unpaid/Job Protected Leaves

- (a) **Citizenship Ceremony**  
An Employee who has completed ninety (90) days of employment is entitled to one half (1/2) day of leave without pay to attend a citizenship ceremony to receive a certificate of citizenship, as provided for under the Citizenship Act (Canada).
- (b) **Military Leave**  
An Employee who is required by military authorities to attend training or perform military services shall be granted leave without pay.
- (c) **Compassionate Care Leave**  
An Employee who has completed ninety (90) days of employment is entitled unpaid compassionate care leave for a period of up to 27 weeks in for the purpose of providing care or support to a seriously ill family member.
- (d) **Critical Illness Of A Child Leave**  
Employees will be granted unpaid leave up to 36 weeks of job protection for the purpose of providing care or support to their child.
- (e) **Death Or Disappearance Of A Child Leave**  
Employees will be granted unpaid leave up to 52 weeks of job protection for employees whose children have disappeared due to a crime or up to 104 weeks if child died due to a crime.
- (f) **Family Responsibility Leave**  
An Employee who has completed ninety (90) days of employment is entitled to up to 5 days of unpaid leave in a calendar year, but only to the extent that the leave is necessary for the employee to meet his or her family responsibilities in relation to a family member.

\_\_\_\_\_  
On behalf of the Employer

\_\_\_\_\_  
On behalf of the Union

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date