

Memorandum of Settlement

Participating Extendicare Canada Homes¹

And

The Alberta Union of Provincial Employees

(on behalf of the bargaining units in the Participating Homes)

The parties agree to renew the collective agreements covered by this Memorandum for a term to expire December 31, 2023.

The terms of the collective agreements shall be renewed without change except as provided herein and in the changes signed off by the parties and attached hereto.

No change in the provisions of the renewed collective agreements will come into effect prior to the date of ratification by the Union except as provided herein or in the attachments.

The parties agree to recommend ratification of this Settlement by their respective principals without reservation.

19.02 – Overtime – Amend as follows,

The overtime rate of two times (2X) the applicable rate of pay will be paid for all overtime hours worked.

- ~~(a) On a regular work day: time and one half (1½X) for the first two (2) hours and double time (2X) thereafter.~~
- ~~(b) On a regularly scheduled day off: Full-time Employees required by the Employer to work on scheduled days off shall be paid,
 - ~~(i) For the first scheduled day off worked, at one and one half times (1½X) for the first two (2) hours and double time (2X) thereafter, and~~
 - ~~(ii) For the second and subsequent consecutive scheduled days off worked, at double time (2X),~~~~

~~unless the Employee is given at least seven (7) calendar days notice of the change of schedule.~~

~~Effective the first pay period following ninety (90) day of ratification the overtime rate of two~~

¹ The Participating Homes are Athabasca (both Nursing and GSS units), Cedars Villa, Eaux Claires, Fairmont Park, Hillcrest, Holyrood, Mayerthorpe and Michener Hill and the bargaining units are those represented by AUPE in each of the Homes.

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~~times (2X) the applicable basic rate of pay will be paid for all hours worked.~~

23.01 – *Named Holidays – Add Truth and Reconciliation as a named holiday in 2023.*

23.05 – *Named Holidays – Amend as follows. This change is retroactive to the date of the change in statutory entitlement being Nov. 1, 2020.*

Part-time Employee and Casual Employee Named Holiday Pay

In lieu of named holidays, in addition to her basic hourly rate of pay, a Part-time Employee and a Casual Employee shall be paid **five (5%)** ~~four point six (4.6%)~~ of her basic hourly rate of pay in each pay period.

25.02(a) – *Bereavement Leave – Amend as follows,*

Bereavement Leave

~~Effective Date of Ratification, add *Step Parent and **Grandchild to 25.02(a):~~

(a) Upon notification, an Employee shall be granted up to five (5) consecutive calendar days bereavement leave without loss of pay in the event of the death of the following relatives of the Employee.

Spouse (including common-law and/or Same sex relationship)

- | | |
|----------------|-----------------|
| Fiancé | Grandparent |
| Child | Sister-in-law |
| Parent | Brother-in-law |
| Step Parent | Parent-in-law |
| Step Child | Grandchild |
| Brother | Son-in-law |
| Sister | Daughter-in-law |
| Legal Guardian | |

27.02 - *Group Benefits – Change of Carrier - Amend to read,*

"The Employer reserves the right to change benefit plan carrier(s). Prior to any ~~in the event the Employer elects to~~ change in benefit plan carrier(s), the Employer will ~~notify the~~ engage in good faith discussions with the Union and provide advance notice to the Employees." – Agreed as proposed on Nov 21

28.01 (c) – *Delete*

28.01 (d) – *Renumber as paragraph (c) and amend text to read as follows,*

~~Effective the first pay period ninety (90) days following ratification~~ Participating Employees shall contribute the greater of fifty-five cents (\$0.55) per hour worked or three point five percent (3.5%) of her basic hourly rate of pay per hour worked into the Plan. For each participating Employee, the Employer will contribute the greater of fifty-five cents (\$0.55) per hour worked or three point five percent (3.5%) of her basic hourly rate of pay per hour worked to the participating Employee's R.R.S.P.

28.02 (b) — Registered Retirement Savings Plan - Agreed as proposed on Nov. 4, 2022

An Employee shall determine and notify the Employer in writing of the amount of their AVC. For purposes of the AVC, the AVC shall be set out as either;

- (i) an amount deducted per hour worked, or
- (ii) a flat amount deducted per pay period.

Wages

2018 – No change to rates of pay	2022 – 1.25% general wage increase
2019 - 1% general wage increase	2023 – 2% plus 2% for Employees with
2020 – 2% bonus for all hours worked	20 or more years of service based on
2021 – 1% plus 1% lump sum on all 2021 hrs worked	the number of years of employment

1. *Retroactive pay amounts will be paid within 90 days following ratification by the Union. Wage rates will be raised to the current rate payable as of that same period.*
2. *Lump Sum payments will be paid within 90 days following ratification by the Union.*

Letters of Understanding (LOUs)

Renew LOU ~~3~~, 4, 6, 8 and 9 in all Homes, except Athabasca GSS, where these are found, without change to the text.

Delete LOU 5 in all homes, except Athabasca GSS.

Renew the LOUs in the Athabasca GSS agreement except for LOU 4.

Signed at Edmonton, this 31st day of March, 2023

For the Union

For the Employer

MCA
3 MCA

ARTICLE 2 - DEFINITIONS

- 2.01 "Basic Hourly Rate of Pay" shall mean the rate applicable to an Employee as set out in "Schedule A".
- 2.02 "Chapter" shall mean the Local and Chapter of the Alberta Union of Provincial Employees as assigned by the Union.
- 2.03 "Code" shall mean the *Labour Relations Code* of Alberta.
- 2.04 "Continuous Service" shall mean the period of employment commencing on the latest date of hire and that is not interrupted by termination.
- 2.05 "Employee" shall mean a person covered by this Collective Agreement and who is employed by the Employer. All employees shall be designated as follows:
- (a) "Regular Employee" shall mean an Employee who works on a full-time or part-time basis on regularly scheduled shifts of a continuing nature:
 - (i) "Full Time Employee" shall mean an Employee who is regularly scheduled to work the full hours specified in the "Hours of Work" Article of this Collective Agreement pursuant to a job posting for a permanent position.
 - (ii) "Part Time Employee" shall mean an Employee who is regularly scheduled to work less than the full hours specified in the "Hours of Work" Article of this Collective Agreement pursuant to a job posting for a permanent position.
 - (b) "Temporary Employee" shall mean an employee hired on a temporary basis for a full-time or part-time position:
 - (i) for a specific job of more than three (3) months and up to twelve (12) months; or
 - (ii) to replace a full-time or part-time employee who is on an approved leave of absence for a period in excess of three (3) months; or
 - (iii) to replace a full-time or part-time employee who is on a leave due to illness or injury where the employee on leave has indicated to the Employer that the duration of such leave will be in excess of three (3) months.
 - (c) "Casual Employee" shall mean an Employee who works on a call-in basis and who does not appear on the schedule on a regular and continuing basis except for the purpose of replacing full-time and part-time Employees when it is known in advance that such replacement assignment is necessary.
- 2.06 "Employer" shall mean Extencicare Athabasca and shall include such persons as may from time to time be appointed or designated to carry out administrative

duties in respect of the operation and management of the facility.

- 2.07 "Facility" shall mean the Extencicare Athabasca building and property in Athabasca, Alberta.
- 2.08 "Gross earnings" shall mean all monies earned by the Employee under the terms of this Collective Agreement.
- 2.09 Job Classifications
- (a) "Care Aide" shall mean an Employee without a Health Care Aide certificate or its equivalent as determined by the Employer.
- (b) "Health Care Aide" shall mean an Employee who has successfully completed the Health Care Aide certificate from a recognized learning institution or its equivalent as determined by the Employer.
- (c) "Licensed Practical Nurse" shall mean an Employee who is registered as a Licensed Practical Nurse pursuant to the *Health Professions Act* of Alberta.
- 2.10 "Officer" as referred to in Article 3 shall mean a member of the Union designated by the President in writing pursuant to the Union's Constitution to perform a specific function pertaining to this Collective Agreement.
- 2.11 "Registration" and "Practice Permit" shall take meaning from the *Health Professions Act* of Alberta.
- 2.12 "Regularly Scheduled Hours" shall mean the hours set out in a shift rotation in fulfillment of the hours of work for the position as set out in the applicable job posting.
- 2.13 "Shift" shall mean 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 midnight and 0800 hours.
- 2.14 "Shift Rotation" shall mean the period of time over which a full or part-time Employee's regularly scheduled hours repeats itself. In those cases where the shift rotation does not repeat itself for a Full or Part-time Employee, the term shall be understood to mean a period of twelve (12) weeks.
- 2.15 "Union" shall mean the Alberta Union of Provincial Employees.
- 2.16 "Union Representative" shall mean a person who is not an Employee of the Employer and who is authorized by the Union in the role of "Union Representative" or "Membership Services Officer" to conduct business with the Employer or bargaining unit members.
- 2.17 "Union Steward" shall mean the official representative of the Union on the worksite and shall be elected or appointed from the Employees covered under this Collective Agreement.
- ~~2.18 Whenever the singular or feminine is used in this Collective Agreement it shall be considered as if the plural or masculine has been used where the context so~~

requires:



Michael Allen
Extendicare Canada Inc.
September 17, 2021



Jason Rattray
AUPE
September 17, 2021

ARTICLE 3

UNION RECOGNITION SECURITY AND REPRESENTATION

3.01 **Union as Sole Bargaining Agent**

The Employer recognizes the Union as the sole bargaining agent for and that this Collective Agreement shall apply to all Employees when employed in accordance with the applicable Alberta Labour Relations Board certificate.

3.02 **No Other Agreement**

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

3.03 **Right to Wear Union Logo**

Employees shall be permitted to wear only a Union logo pin during hours of work.

3.04 **Union Appointed Officers**

For the purposes of this Collective Agreement, the Union shall be represented by its appointed officers. The Union shall provide the Employer with a current list of the officer's names. The Union shall provide the Employer with any changes to such list no later than ~~thirty (30)~~ **fourteen (14)** calendar days of any changes.

(a) 3.05 **Access to Employer Premises**

(a) ~~The Employer shall grant Union Representatives access to its premises for Union business subject to the prior permission of the Employer.~~

The Employer will grant Union Representatives access to its premises when negotiating or meeting with representatives of the Employer, or when investigating an Employee's complaint or grievance at a mutually agreed upon time, following a request from the Union.

(b) 3.06 **Union Membership Meetings Subject to Employer Approval**

Union membership meetings may be held on Employer premises subject to the approval of the Employer. Such requests shall be made fourteen (14) calendar days in advance unless a shorter timeline is arranged by mutual agreement of Parties.

3.05 3.07 **Union Orientation**

The Union shall be given the opportunity to make a presentation to new Employees of up to thirty (30) minutes during the Employer's general orientation session.

AMD 3.06 3.08 **Collective Agreement**

- (a) ~~The Employer~~ **The Union** will prepare the Collective Agreement for the parties' signature upon exchange of written notice of ratification.
- (b) The cost of the printing of the Collective Agreement shall be borne equally between the parties. The Collective Agreement will be printed by a mutually agreed unionized shop. The invoice for printing the Collective Agreement will be processed by the Union.
- (c) A copy of the Collective Agreement shall be provided by the Union to each Employee on commencement of employment with the Employer.

- (d) The ~~Employer~~ **Union** shall provide an electronic copy of the final version of the Collective Agreement to the ~~Union~~ **Employer**.

3.07 3.09 Union Bulletin Board

The Employer shall provide for the Union a bulletin board in a location accessible to all Employees upon which the Union shall post its notices. The Union shall not post notices which are objectionable to the Employer and the Employer shall not unreasonably object to Union notices.

~~3.08 (if 3.11) 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.~~

3.09 3.10 Union Stewards

(a) Union Stewards are representatives of the Employees in all matters pertaining to this Collective Agreement, particularly for the purpose of processing grievances and of enforcing bargaining rights and any other rights of the Employees under this Collective Agreement. Where it becomes necessary for a Union Steward to leave her job for this purpose, she will request time off from her immediate supervisor and provide her with as much advance notice as possible. **The Employee shall suffer no loss of pay for the time so spent.**

(b) A list of Union Stewards shall be supplied by the Union to the Employer and the Employer shall be advised in writing ~~thirty (30)~~ **fourteen (14)** calendar days of any changes to this list. **Notwithstanding the foregoing requirement**, the Union Steward list shall be updated by the Union semi-annually.

3.10 3.11 Union Representative Employee Right to Union Representation

~~(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.~~

An Employee who is to be interviewed for the purpose of discussing a performance related issue, disciplinary action or investigation, meeting, or interview that may reasonably lead to disciplinary action shall be notified of their right to Union representation, the time and place of the interview with reasonable advance notice. A request by any Employee for Union Representation at a meeting with the Employer shall not be denied. The Employee may have a Union Representative or Union Steward of their choice accompany them.

(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.

5.01 3.12 Time Off For Union Business

The Employer may grant leave of absence without pay to Employees to attend Union conventions, seminars, education classes or other Union business (Union leave). Request for Union leave shall be submitted in writing with as much advance notice as possible, but no less than fourteen (14) calendar days prior to the date the Union leave is to commence. The Employee's request shall be forwarded by the Union's standard leave of request documentation as would be needed for the Employer to invoice the Union. Requests for Union leave will not

be unreasonably denied. The Employer will reply in writing to a request for leave of absence within fourteen (14) calendar days of receipt of the request.

5.02 3.13 Salary Reimbursed by Union

To facilitate the administration of Union leave as provided within the Collective Agreement, where Union leave has been granted, the Employer will continue the salary of the Employee during such leave. In turn, the Employer shall invoice the Union for the Employee's salary or replacement salary costs, whichever is greater, and other related costs which the Union shall pay within twenty-one (21) days of receipt of the Employer's invoice.

5.04 3.14 Leave of Absence for Union Position

Employees who are elected or selected for any position with the Union or any body with which the Union is affiliated shall be granted leave of absence without pay and benefits.

5.05 3.15 Negotiations

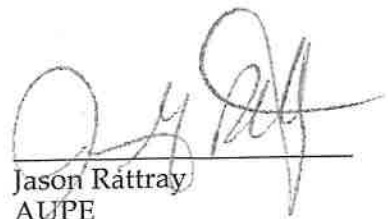
An Employee elected or appointed to the Union Bargaining Committee shall be granted time off with pay and benefits and without loss of seniority in order to prepare for negotiations and participate in negotiations with the Employer. When requesting such leave, the Employee or the Union shall endeavor to provide as much advance notice as possible to the Employer. ~~The Union agrees to reimburse the Employer for actual salary paid to the Employee while on leave plus an amount determined by the Employer to cover the cost of benefits. In turn, the Employer shall invoice the Union for the Employee's salary or replacement salary costs, whichever is greater, and other related costs which the Union shall pay within twenty-one (21) days of receipt of the Employer's invoice.~~

5.06 3.16 Worker's Compensation during Union Leave

It is agreed that for the purpose of W.C.B. coverage, an Employee on Union leave be deemed to be employed by the Union.



Darren Leclair,
Extendicare Canada Inc.
July 11, 2019



Jason Rattray
AUPE
July 11, 2019

ARTICLE 4

UNION MEMBERSHIP & DUES DEDUCTION

4.01 Dues Deduction

(a) As a condition of employment, the Employer will deduct from the gross base earnings of each Employee covered by this Collective Agreement dues as determined by the Union. For the purpose of this Article, "base earnings" shall mean all earnings excluding overtime, allowances, differentials and premiums.

4.02 (b) Deductions of the dues shall commence with the first pay period of an Employee's employment.

4.03 (c) The Union shall advise the Employer in writing at least thirty (30) days prior to the effective date of any change in the amount of dues to be deducted from the Employees covered by this Collective Agreement. Such changes shall be implemented on the first day of the first pay period following such effective date.

4.02 Remittance of Dues

(a) The Employer agrees to remit to the Central Office of the Union the amount of dues deducted from the pay of all Employees by the first (1st) working day after the fifteenth (15th) calendar day in the following month. Where an accounting adjustment is necessary to correct an over or under deduction of dues, it shall be made in the succeeding month.

(b) With each remittance made under clause 4.04(a) above, the Employer shall provide information 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 classification, basic hourly rate of pay, employment status, paid hours in the reporting period, and gross base earnings in the reporting period.

(c) In January and July of each year the Employer will provide the Union with a list of all Employee names and subject to availability, Employee telephone numbers and personal email address.

4.03 Dues Recorded on T-4 Statement

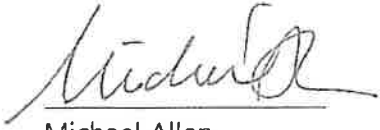
The Employer will record the amount of individual dues deducted on the Employee's T-4 slip statement.

4.04 Employer Indemnified

The Employer shall be saved harmless by the Union with respect to any liability the Employer may incur as a result of any deductions from wages in respect of dues or other assessments or remittances as requested by the Union.

Note:

- 4.01 (a) Change from "Gross" to "Base" Earnings and definition of Base Earnings added.
- This amended Article 4 replaces the July 11, 2019 Signed Article 4.



Michael Allen
Extendicare Canada Inc.
August 24, 2021



Jason Rattray
AUPE
August 24, 2021

ARTICLE 5 - TIME OFF FOR UNION BUSINESS

- 5.01 ~~The Employer may grant leave of absence without pay to Employees to attend Union conventions, seminars, education classes or other Union business (Union leave). Request for Union leave shall be submitted in writing with as much advance notice as possible, but no less than fourteen (14) calendar days prior to the date the Union leave is to commence. The Employee's request shall be forwarded by the Union's standard leave of request documentation as would be needed for the Employer to invoice the Union. Requests for Union leave will not be unreasonably denied. The Employer will reply in writing to a request for leave of absence within fourteen (14) calendar days of receipt of the request.~~
- 5.02 ~~To facilitate the administration of Union leave as provided within the Collective Agreement, where Union leave has been granted, the Employer will continue the salary of the Employee during such leave. In turn, the Employer shall invoice the Union for the Employee's salary or replacement salary costs, whichever is greater, and other related costs which the Union shall pay within twenty-one (21) days of receipt of the Employer's invoice.~~
- 5.03 ~~Where permission has been granted by the Employee's Supervisor for a Union Steward to temporarily leave her job in order to assist with respect to a grievance, she shall suffer no loss of pay for the time so spent.~~
- 5.04 ~~Employees who are elected or selected for any position with the Union or any body with which the Union is affiliated shall be granted leave of absence without pay and benefits.~~
- 5.05 ~~Negotiations~~
~~An Employee elected or appointed to the Union Bargaining Committee shall be granted time off with pay and benefits and without loss of seniority in order to prepare for negotiations and participate in negotiations with the Employer. When requesting such leave, the Employee or the Union shall endeavor to provide as much advance notice as possible to the Employer. The Union agrees to reimburse the Employer for actual salary paid to the Employee while on leave plus an amount determined by the Employer to cover the cost of benefits.~~
- 5.06 ~~It is agreed that for the purpose of W.C.B. coverage, an Employee on Union leave be deemed to be employed by the Union.~~

MOVED TO ARTICLE 3



Michael C Allen
Extendicare Canada Inc.
August 24, 2021



Jason Rattray
AUPE
August 24, 2021

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Extendicare Canada &
Alberta Union of Provincial Employees
Collective Agreement Negotiations
Jason Rattray, AUPE Negotiator

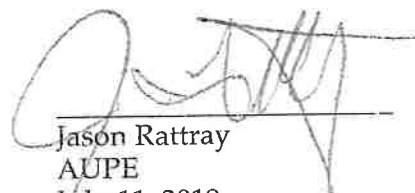
WITHOUT PREJUDICE

ARTICLE 6 - MANAGEMENT RIGHTS

- AMD 6.01 ~~The Employer reserves all rights not otherwise abrogated or restricted in this Collective Agreement.~~
- 6.01 **The Union acknowledges that it shall be the right of the Employer to operate and manage the business of the Home, unless otherwise provided by this Collective Agreement.**
- 6.02 Without limiting the generality of the foregoing, the Union acknowledges that it shall be the exclusive right of the Employer to operate and manage its business including, but not limited to, the right to:
- (a) maintain order, discipline, efficiency and to make, alter and enforce rules and regulations to be observed by an Employee which are not in conflict with any provision of this Collective Agreement;
 - (b) direct the working force and to create new job classifications and work units and to determine the number of Employees, if any, needed in any work unit or job classification and to determine whether or not a position, work unit, or job classification will be continued or declared redundant;
 - (c) hire, promote, transfer, layoff and recall Employees; and,
 - (d) demote, discipline, suspend or discharge for cause.



Darren Leclair,
Extencicare Canada Inc.
July 11, 2019



Jason Rattray
AUPE
July 11, 2019

ARTICLE 7

UNION-MANAGEMENT COMMITTEE

EMPLOYER - UNION RELATIONS

NEW 7.01

The Employer and the Union agree that in the exercise of each of their rights and in the administration of this Agreement they shall do so in good faith and in a fair and reasonable manner.

AMD 7.01 7.02

Employee Management Advisory Committee (EMAC)

~~A Union-Management Committee shall be established to deal with matters of mutual concern which may arise from time to time, including resident care and staff workload.~~

A Union-Management Committee Employee Management Advisory Committee (EMAC) shall ~~be established~~ continue and to deal with matters of mutual concern which may arise from time to time, including resident care and staff workload.

AMD/NEW 7.03 7.02

Purpose Framework

It is recognized that the purpose of the Union-Management Committee EMAC is to promote joint problem solving. ~~The Union-Management Committee will have the authority to make recommendations to the Union and to the Employer.~~

- (a) The Union and Management recognize that effective labour relations depend on co-operation and good communications between the parties. They will meet on a quarterly or as required basis if initiated by either party, subject to an agenda to resolve issues of common concern.
- (b) It is the function of EMAC to consider matters of mutual concern affecting the relationship of the Employer to its Employees and to advise and make recommendations to the Employer and the Union with a view to resolving difficulties and promoting harmonious relations between the Employer and its Employees.
- (c) The EMAC will operate in an open forum in which the free exchange of ideas will encourage understanding and lead to the resolution of issues.
- (d) ~~Z.02~~ The Union Employee-Management Committee EMAC shall not have jurisdiction over any matter contained in the Collective Agreement, including its administration or negotiation. ~~The Union Employee-Management Committee EMAC shall not supersede the activities of any other committee of the Employer.~~
- (e) ~~Z.03~~ The Union Employee-Management Committee EMAC shall be comprised of three (3) representatives of the Chapter who are employed with the Employer (Union members) and three (3) Employer representatives. ~~Either party may have alternate(s) attend in the place of their regular representative.~~
- (f) ~~Z.03~~ A Union Representative has the right to attend Union Employee-Management Committee EMAC meetings.
- (g) ~~Z.04~~ The Union-Management Committee EMAC shall meet within seven

Extendicare Canada/AUPE
Article Signoff

Jason Rattray, AUPE Negotiator
Malcolm Winter, Extendicare Canada Inc. Negotiator

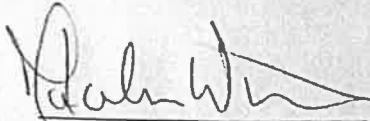
- (7) fourteen (14) calendar days upon the request of either party.
- (h) The Parties shall finalize an agenda five (5) calendar days before the scheduled meeting and ensure a copy is placed in the EMAC binder located in the staff room or another mutually agreeable location(s).
 - (i) If either party objects to a proposed agenda item, the matter shall first be subject to further discussions between the Parties outside the Union-Management-Committee EMAC level to resolve any concerns.
 - (j) EMAC timelines may be amended by mutual agreement of the parties.
 - (k) Z04 Minutes of each meeting will be kept. The minutes shall be subject to approval by both parties and upon approval by both parties, the approved minutes shall be posted, within 14 days, on the Union bulletin board and in the EMAC binder located in the staff room or another mutually agreeable location(s).
 - (l) Z04 When an item is unresolved for more than three (3) regular meetings, the Union may request and shall have the right to present their concerns to the Regional Director of Extendicare Canada Inc. The Regional Director shall meet with the Union and reply to the Union within thirty (30) days.
 - (m) Z05 An Employee shall not suffer any loss of pay for attending EMAC Union-Management-Committee meeting(s).

NEW 7.04 Workload Complaint Process

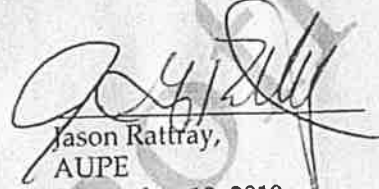
The parties agree that where an Employee or Employees have workload concerns, the following process shall apply:

- i. Staff should bring their complaints to their immediate out-of-scope supervisor within five (5) working days of the event giving rise to the concern.
- ii. Complaints shall be submitted on the Workload Complaint form. (Appendix A).
- iii. Upon receipt of the workload complaint, the two EMAC Co-Chairs shall have a discussion within ten (10) working days.
- iv. Once the out-of-scope supervisor has responded, the complaint is immediately forwarded to the EMAC Co-Chairs. Where the complaint is resolved, this is for tracking purposes only.
- v. Where the Co-Chairs are unable to resolve the complaint, the written workload complaint shall constitute an EMAC agenda item.
- vi. Workload issues will be tracked in the EMAC Minutes to reflect the number of resolved/unresolved for that calendar year (January to December). On January 1 of each year, the counter will be reset to zero.
- vii. An EMAC meeting to discuss the complaint shall be scheduled in accordance with Article 7.03 (g), unless the Co-Chairs agree the matter can wait to the next scheduled EMAC meeting.

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- viii. The EMAC Co-Chairs must respond to the complainant in writing, within ~~two~~ ^{ten} (10) working days following the meeting of EMAC.
 - ix. Both the written complaint and response shall be attached to and form part of the minutes of the EMAC where the complaint was discussed.
 - x. Should the parties fail to find a resolve to the workload issue, the matter will be immediately sent to the Regional Director for review who will issue a decision and/or resolve within ten (10) working days.



Malcolm Winter,
Extencicare Canada Inc.
September 18, 2019



Jason Rattray,
AUPE
September 18, 2019

Article Signoff

ARTICLE 8

OCCUPATIONAL HEALTH & SAFETY

NEW 8.01

The Employer and the Union agree that they mutually desire to maintain standards of safety and health in the Facility, in order to prevent injury and illness and abide by the *Occupational Health and Safety Act (the Act)*, Regulations and Code as amended from time to time.

8.01 8.02

The Employer shall maintain an Occupational Health & Safety (OH&S) Committee ("the OH&S Committee") to consider matters of occupational health and safety. A minimum of three (3) representatives elected by the Union who are employed with the Employer will be members of the Facility OH&S Committee.

~~Notwithstanding the above, where there are currently unelected representatives on occupational health and safety committees, such representation shall continue until May 31, 2016.~~

8.02 8.03

The OH&S Committee shall meet at least quarterly or more frequently if required by either party at a mutually acceptable hour and date.

8.03 8.04

An Employee shall not suffer any loss of pay for attending the OH&S Committee meetings.

8.04 8.05

If recommendations by the OH&S Committee are not implemented or adequate steps do not seem to be taken in the opinion of the OH&S Committee towards implementation within two (2) months from the date the recommendation is made, the OH&S Committee may present the item to the Administrator. A written reply will be given by the Administrator within thirty (30) days of the presentation by the OH&S Committee.

NEW 8.05

Workplace Violence Prevention Strategy

- (a) Incidents of violence, verbal or physical, committed by a resident, visitor or resident's family member shall be reported by the Employee to their immediate out-of-scope supervisor. The immediate out-of-scope supervisor shall forward all incidents of violence to the Administrator or designate. After an investigation is completed the investigation report, along with its corrective actions will be forwarded to the OH&S Committee.
- (b) Violent incidents will be a standing item and tracked in the OH&S Committee minutes.
- (c) The OH&S Committee may provide recommendations to the Administrator. The Administrator will reply to the OH&S Committee Co-chairs prior to the following meeting wherever possible, or as soon as possible thereafter.
- (d) The Administrator will report violent incidents to the OH&S Committee including the following:

- a. Type of incident (e.g. physical, verbal);
- b. Nature of injuries;
- c. Root cause(s);
- d. Immediate action taken, if any;
- e. Response of Administrator, if any.

NEW 8.06

The Employer and Employees will take reasonable steps to eliminate, reduce or minimize all workplace safety hazards.

- (a) Without limiting the generality of the foregoing it is the responsibility of the Employer to ensure, as far as it is reasonably practicable to do so:
 - (i) The health, safety and welfare of its Employees;
 - (ii) That its workers are aware of their rights and duties under the Act, its regulations and the Code;
 - (iii) Ensure that none of its employees are subject to, or participate in harassment or violence in the workplace;
 - (iv) Consult with the Occupational Health & Safety Committee to exchange information on health and safety matters, and to resolve health and safety concerns.
 - (v) Comply with the Act, the Regulations and the Code.
- (b) And it is the responsibility of the Employee to:
 - (i) Take reasonable care to protect the health and safety of the Employee and other workers working in the area where the work is being performed;
 - (ii) Use all devices and wear all personal protective equipment designated and provided by the Employer;
 - (iii) Refrain from causing or participating in harassment or violence;
 - (iv) Report to the Administrator, out-of-scope supervisor, or nurse in charge a concern about an unsafe or harmful worksite act that occurs or has occurred or an unsafe or harmful worksite condition that exists or has existed;
 - (v) Comply with the Act, the Regulations and the Code.

NEW 8.07

Right to Refuse Dangerous Work

An Employee may refuse to work or to do particular work at a work site in accordance with Part 4 of the Act.



Malcolm Winter,
Extencicare Canada Inc.
December 11, 2019



Jason Rattray
AUPE
December 11, 2019

This clause is an addition to Article 8 - Health and Safety

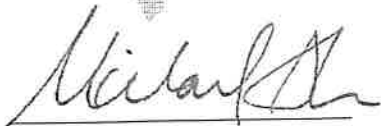
Union New 8.05 Workplace Violence Prevention Strategy

The parties agree that there shall be zero tolerance for violence in the workplace.

- (a) Incidents of **physical violence, threats, or offensive comments**, committed by a resident, visitor or resident's family member shall be immediately reported by the Employee to their immediate out-of-scope supervisor or designate. The immediate out-of-scope supervisor shall forward all incidents of violence to the Administrator or designate. After an investigation is completed the investigation report, along with its corrective actions, **if any**, will be forwarded to the OH&S Committee.
- (b) Violent incidents will be a standing item and tracked in the OH&S Committee minutes.
- (c) The OH&S Committee may provide recommendations to the Administrator. The Administrator will reply to the OH&S Committee Co-chairs prior to the following meeting wherever possible, or as soon as possible thereafter.
- (d) The Administrator will report violent incidents to the OH&S Committee including the following:
 - a. Type of incident (e.g. **physical violence, threats, or offensive comments**);
 - b. Nature of injuries;
 - c. Root cause(s);
 - d. Immediate action taken, if any;
 - e. Response of Administrator, if any.
- (e) Annually, the OH&S Committee shall review the violent incident reports from that year to assess the increase/decline of incidents.

ON BEHALF OF THE UNION:

ON BEHALF OF THE EMPLOYER:



Michael Allen
Extendicare Canada Inc.
July 27, 2021



Jason Rattray
AUPE
July 27, 2021

ARTICLE 9

RESPECTFUL WORKPLACE

9.01 The Employer, Union and Employees are committed to a work environment free of behaviours such as discrimination, harassment, disruptive work place conflict, disrespectful conduct, and work place workplace violence.

9.02 The Employer and the Union agree to abide by the *Alberta Human Rights Act*. It is agreed there will 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 sexual preference, membership or non membership or activity in the Union, nor in respect to any of the listed grounds in the aforementioned *Act* including age, race, colour, religious or political beliefs, gender, mental and physical disability, place of origin, marital status, ancestry, source of income and family status. For the purposes of the Article, the Parties agree that the defenses and definitions of the aforementioned *Act* are applicable.

Every person who is an Employee has a right to freedom from bullying, harassment or discrimination in the workplace by the Employer, or an agent of the Employer, or by other Employees, or by the Union, because of race, religious beliefs, colour, gender, gender identity, gender expression, physical disability, mental disability, age, ancestry, place of origin, marital status, source of income, family status or sexual orientation.

NEW 9.03

No Discrimination for Union Activity

There shall be no discrimination against or intimidation of any Employee for reasons of union membership, union activity, or non-activity, or for the exercise of rights provided in this agreement.

NEW 9.04

Definitions

(a) "Harassment" means engaging in a course of conduct that is known, or might reasonably be known, to be unwelcome/unwarranted, offensive, intimidating, hostile or inappropriate.

(b) "Sexual Harassment" means engaging in a course of conduct of a gender-related or sexual nature that is known or might reasonably be known to be unwelcome/unwarranted, offensive, intimidating, hostile or inappropriate. Depending on its severity, one action may constitute sexual harassment.

The current Employer policy in respect of Sexual Harassment indicates that it may include, but is not limited to: demeaning gestures, remarks and jokes, slurs, jeering; inappropriate comments about clothing, physical characteristics or activities; unwanted questions or comments about one's private life, sexual orientation, marital or family status; the display of sexually offensive material; solicitation; unwanted attention; implied or express promise of reward or benefit in return for sexual favours; implied or expressed threat or act of reprisal if sexual favours are not given; or sexual assault (Criminal Code offense).

1
Elections Canada/AUPF
Article 9 approval

Jason Rattray, AUPF Negotiator
Malcolm Winter, Elections Canada Inc. Negotiator

(c) "Bullying" means repeated or action through aggressive behaviour - physical, verbal or psychological - intended to belittle, intimidate, coerce or isolate another person or group of people.

NEW 9.05

Union Representation

- (a) Employees are entitled to Union Representation as per Clause 3.11.
- (b) The Employer agrees that it will notify and meet with the Union at the earliest possible opportunity, following an incident of alleged abuse or assault on an Employee.
- (c) Where a union member is to be disciplined the Employer will advise the Union prior to the discipline being imposed, unless the Employee has waived the right to Union Representation as outlined in Clause 3.11.

NEW 9.06

Informal Intervention

- (a) When an Employee or Employees file a complaint of harassment, bullying or discrimination, with the agreement of both the complainant and respondent, the Employer may arrange for an informal intervention to determine if the matter can be resolved to the satisfaction of the parties involved.
- (b) Where that intervention does not occur or where it does not resolve the matter a formal investigation will be undertaken in accordance with the Employer's policy on Workplace Harassment.

MOV 9.03(c) 9.07

Complaints

An Employee who believes she has they have been subject to circumstances as outlined in Clause 9.01 may file a complaint under the Employer's Workplace Harassment and Discrimination Relating to Human Rights Policy or Workplace Violence and Harassment Prevention Program.

MOV 9.04 9.08

Confidentiality

Alleged incidents of harassment or discrimination shall be treated in strict confidence by the Employer, the Union and any identified persons.

MOV 9.04 9.09

Initiation and Completion of Investigation

The investigation will commence within three (3) working days of the complaint being filed. The investigation shall be completed in a reasonable time frame as provided in the Workplace Harassment and Discrimination Relating to Human Rights Policy.

NEW 9.10

Disciplinary Action

On completion of the investigation, where the Employer deems disciplinary action is warranted, the principles outlined in Article 13, Discipline and Dismissal will be applied.

MOV 9.05 9.11

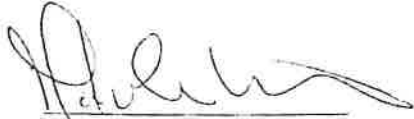
Right to Grieve or File Human Rights Complaint

Nothing in this Article prevents an Employee from filing a Human Rights complaint under the appropriate legislation or a grievance in accordance with Article 14.

NEW 9.12

Abuse by Family Members, Visitors or Residents

Extendicare will maintain its policies regarding abuse towards Employees by Family Members, Visitors or Residents. Verbal or Physical abuse of Employees will not be tolerated and could result in sanctions. Repeated incidents of abuse will result in more significant sanctions.



Malcolm Winter,
Extendicare Canada Inc.
November 8, 2019



Jason Rattray
AUPE
November 8, 2019

ARTICLE 10
PROBATIONARY PERIOD

10.01 A new Employee shall serve a probationary period of ~~four hundred and eighty-seven point five (487.5)~~ **six hundred (600)** hours worked from date of hire **to a maximum of 9 months, whichever occurs first.**

All Employees hired prior to ratification shall serve a probationary period of four hundred and eighty-seven point five (487.5) hours.

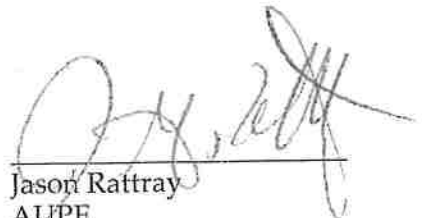
10.02 If a new Employee is unsuitable for employment in the opinion of the Employer, such Employee may be terminated at any time during the probationary period. In this event, the new Employee may access the grievance procedure only up to and including Step 2.

10.03 The Employer shall keep the new Employee informed of her progress during the probationary period. The Employer shall provide a written evaluation of each new Employee at the approximate mid-point of her probationary period. The Employer shall provide written confirmation of an Employee's successful completion of her probation.

10.04 A new Employee's probationary period may be extended an additional three hundred and sixty (360) hours or six (6) months worked, whichever occurs first. An Employee's probationary period shall only be extended by mutual agreement in writing between the Employer and the Union.



Darren Leclair,
Extendicare Canada Inc.
July 11, 2019



Jason Rattray
AUPE
July 11, 2019

ARTICLE 11

PERFORMANCE APPRAISALS

PERFORMANCE EVALUATION

11.01 ~~The Employer will endeavor to provide regular written performance appraisals to Employees.~~

NEW

11.01 **Job Evaluation**

Performance

(a) The parties recognize the desirability of a performance evaluation system designed to effectively use and develop the human resources of the Employer. The purpose of the performance evaluation is to provide a constructive review of the Employee's performance, which informs them whether they are exceeding, meeting or not meeting expectations.

(b) Evaluations shall be conducted on a regular basis and at a minimum once every two (2) years.

(b) (c) Meetings for the purpose of presenting a performance appraisal evaluation shall be scheduled by the Employer with at least forty-eight (48) hours notice to the Employee. At the meeting the Employee shall be given a copy of her performance appraisal evaluation and she they shall sign her their performance appraisal evaluation for the sole purpose of indicating that she the Employee is aware of her their performance appraisal and she they shall have the right to respond in writing within ten (10) calendar days of the meeting and that reply shall be placed in her the Employee's personnel file.

11.02 (d) An Employee's performance appraisal evaluation shall not be released by the Employer to any person, except to a Board of Arbitration or as required by law, without the written consent of the Employee.

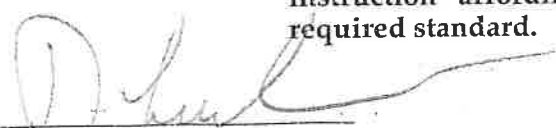
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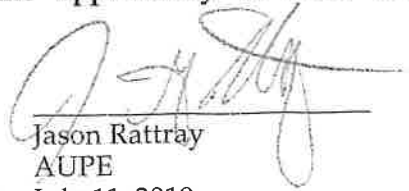
11.02 **Job Performance**

(a) The Employer may meet with an Employee to discuss job performance deficiencies with the goal of resolving an observed performance deficiency, which may include the use of a Performance Improvement Plan.

(b) If the performance deficiency requires more than an informal coaching meeting, including the use of a Performance Improvement Plan, the Employer will notify the Employee in advance and advise of their right to Union representation.

(c) When addressing performance deficiencies, using a Performance Improvement Plan or otherwise, the Employer will clearly identify the performance deficiency and clearly communicate the required standard. The Employer will also provide reasonable supervision and instruction affording the Employee the opportunity to meet the required standard.


Darren Leclair,
Extendicare Canada Inc.
July 11, 2019


Jason Rattray
AUPE
July 11, 2019

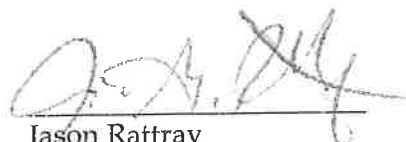
ARTICLE 12

PERSONNEL FILES

- 12.01 There shall be only one (1) personnel file for each Employee.
- 12.02 (a) By appointment made at least ~~forty-eight (48) hours~~ **five (5) days** in advance, excluding Saturdays, Sundays, and Named Holidays an Employee may view her personnel file.
- (b) A representative of the Union, upon the written consent of the Employee, may view the Employee's personnel file for purposes of investigating an individual grievance or a disciplinary matter.
- (c) An Employee, at her request, may be accompanied by a Union Representative or Union Steward when reviewing her personnel file.
- 12.03 Where the Employee or the Employee's **Union representative or Union Steward** has requested copies of any contents of her personnel file, the Employer shall be entitled to charge reasonable costs to cover the cost of copying.
- 12.04 The Employee will have the right to append to her personnel file any unsolicited letter of recognition with respect to her employment.



Darren Leclair,
Extencicare Canada Inc.
July 11, 2019



Jason Rattray
AUPE
July 11, 2019

ARTICLE 13

DISCIPLINE & DISMISSAL

13.01 Just Cause Standard

Except for the dismissal of an Employee serving her their probationary period (in which case the standard is suitability), no Employee shall be disciplined without just cause.

MOV/AMD 13.02 Union Representation

~~An Employee shall have the right to Union representation during a disciplinary meeting with the Employer. An Employee shall have the right to waive the right to Union representation if she wishes.~~

Employees shall have Union Representation as per Article 3.11.

MOV 13.03

~~(a) When disciplinary action is taken against an Employee, the Employee and the Union shall be notified in writing as to the reason(s) for such action. Further, when an Employee is disciplined or terminated, a copy of the document setting out the discipline or termination shall be forwarded to the Union within five (5) days of presentation to the Employee (excluding Saturdays, Sundays and Named Holidays) unless provided to a Membership Services Officer at such meeting.~~

DEL

~~(b) The Employer will issue a suspension or dismissal within twenty (20) calendar days (excluding Saturdays, Sundays and Named Holidays), or such longer period as is reasonably necessary, of the date the Employer first became aware of the occurrence of the action giving rise to the disciplinary action. For the purposes of this clause, "Employer" shall only include out-of-scope managers.~~

Timely Investigation

The Employer will investigate allegations of misconduct and issue the appropriate disciplinary sanction in a timely fashion.

NEW 13.04

Progressive Discipline

The parties agree the principles of progressive discipline will be applied under this collective agreement. One of the principles of progressive discipline is that it is corrective in nature and seeks compliance using a sanction proportionate to the misconduct.

DEL/AMD 13.05

Employee Personnel Files

~~An Employee who has been subject to disciplinary action pursuant to clause 13.01 may, subject to the following time periods and conditions set out below, request in writing that her personnel file be cleared of the record of the disciplinary action.~~

If an Employee's personnel file does not contain any further record of disciplinary action during the applicable time period set out in (a) and (b) below, an Employee may make written request to have disciplinary documents removed from their file after:

- (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.~~

Twelve (12) months of active employment exclusive of unpaid leaves of absence from the date the disciplinary action was invoked, for discipline excluding suspensions.

- (b) ~~For discipline involving suspensions, after eighteen (18) months of continuous service exclusive of unpaid leaves of absence from the date the disciplinary action was invoked.~~

After eighteen (18) months of continuous service exclusive of unpaid leaves of absence from the date the disciplinary action was invoked for discipline involving suspensions.

- (c) ~~Such request shall be granted provided the Employee's personnel file does not contain any further record of 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 who is eligible to have her personnel file cleared that such action has been effected.~~

- (d) ~~Disciplinary documents shall be removed from an Employee's file after twenty four (24) months unless there are disciplinary documents of equal or greater severity placed on the employee's file within the twenty four (24) month period.~~

DEL/MOV 13.03(a)
13.06

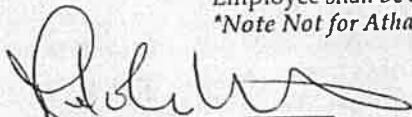
Notice of Discipline

When an Employee has grieved a disciplinary action and a designated officer of the Employer has either allowed the grievance or reduced the penalty levied against the Employee, the personnel file of the Employee shall be amended to reflect this action provided this action results in the withdrawal of the grievance.

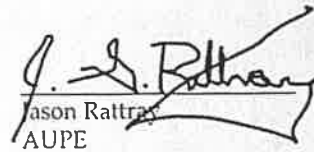
When disciplinary action is taken against an Employee, the Employee and the Union shall be notified in writing as to the reason(s) for such action. Further, when an Employee is disciplined or terminated, a copy of the document setting out the discipline or termination shall be forwarded to the Union within five (5) days of presentation to the Employee (excluding Saturdays, Sundays and Named Holidays) unless provided to a Membership Services Officer at such meeting.

MOV 13.04 13.07 The Employee shall be given opportunity to sign any written notice of discipline for the sole purpose of indicating that she is aware of the disciplinary notice.

MOV 13.07 13.08 **Reported to Licensing Body**
In the event that an Employee is reported to her licensing body by the Employer, the Employee shall be so advised and, unless otherwise requested, a written copy.
Note Not for Athabasca GSS



Malcolm Winter,
Extencicare Canada Inc.
November 7, 2019



Jason Rattray
AUPE
November 7, 2019

ARTICLE 14
GRIEVANCE & ARBITRATION

14.01 "Grievance" shall mean any difference arising out of interpretation, application, operation, contravention or alleged contravention of this Agreement and shall be dealt with progressively.

(a) Individual Grievance

An individual grievance is a dispute affecting one (1) Employee. Such grievance shall be initiated at Step 1 except in cases of suspension or termination, which will commence at Step 2 of the grievance procedure.

(b) Group Grievance

A group grievance is a dispute affecting two (2) or more Employees. Such grievance shall be initiated at Step 2 of the grievance procedure. The outcome of a group grievances relating to the alleged failure to apply a specific benefit will apply to all affected Employees.

(c) Policy Grievance

A "Policy Grievance" involves a dispute of a general nature arising between the Employer and the Union. A Policy grievance will be initiated at Step 2 of the grievance procedure. In the case of an Employer Policy grievance, it shall be submitted to the AUPE President.

14.02 If a dispute arises between the Employer and an Employee and/or the Union regarding the interpretation, application or alleged violation of this Collective Agreement every effort will be made to resolve problems through dialogue at the local level prior to going to a formal grievance. At each step of the grievance procedure, the Employer's representative and the Union Representative shall exchange information known to them and related to the issue in dispute that would assist in resolving the grievance.

(a) Step 1 - Discussion

The Employee shall first seek to settle the dispute through discussions about the matter with her supervisor (who is not within the scope of this Collective Agreement) within ten (10) days of the date the difference allegedly occurred with a view to resolving it. An Employee shall have the right to have a Union Steward present during the discussion at this Step. If the dispute is not resolved to the satisfaction of the Employee, the dispute may be advanced to Step 2.

(b) Step 2 - Administrator

If the grievance is not resolved at Step 1, the grievance may be submitted in writing to the Administrator or designate within ten (10) days of the response at Step 1. If the grievance is initiated at Step 2, it

Extencicare Canada/AUPE

Article Signoff

Jason Rattray, AUPE Negotiator

Malcolm Winter, Extencicare Canada Inc. Negotiator

may be submitted in writing to the Administrator or designate within ten (10) days of the date the difference allegedly occurred. The grievance shall specify the Article(s) claimed to have been violated, the nature of the grievance and the redress sought. The Administrator or designate shall meet with the grievor and the Union Steward or Union Representative within ten (10) days of receipt of the grievance, and she shall issue her decision in writing to the grievor, with a copy to the Union, within ten (10) days of that meeting.

(c) Step 3 – Regional Director

If the grievance is not resolved at Step 2, the Union may submit the grievance in writing to the Regional Director or designate within ten (10) days of the receipt of the written decision of the Administrator or designate at Step 2. The grievance shall specify the Article(s) claimed to have been violated, the nature of the grievance and the redress sought. The Regional Director or designate shall meet with the grievor and the Union Representative and shall issue their decision in writing to the Union within ten (10) days of the meeting.

(d) Optional Mediation

The Parties may mutually agree to non-binding mediation:

- (i) If the grievance is not resolved at Step 3, either Party may request that a Mediator be appointed to meet with the Parties, to investigate and define the issues in dispute and facilitate a resolution.
- (ii) The Mediator shall be appointed by mutual agreement between the Parties. If the Parties cannot agree on a mediator one will be appointed by the Director of Mediation Service.
- (iii) The purpose of the Mediator's involvement in the grievance process is to assist the Parties in reaching a resolution of the dispute. Anything said, proposed, generated or prepared for the purpose of trying to achieve a settlement is to be considered privileged and will not be used for any other purpose.
- (iv) The Mediator may be requested to issue their non-binding recommendations to the Parties to resolve the dispute.
- (v) The grievance may be resolved by mutual agreement between the Parties. Where mediation does not resolve the grievance the matter may be submitted by either Party to Arbitration.
- (vi) The expenses of the Mediator shall be equally borne by both Parties.

(e) Step 4 – Arbitration

- (i) Either Party wishing to submit a grievance to Arbitration shall notify the other Party in writing of its intention to do so within ten (10) days of the response of the Regional Director or designate at Step 3 of the grievance procedure. Upon referral to Arbitration, the Parties will appoint a mutually agreeable Sole

Arbitrator within ten (10) working days. In the event of failure to agree upon a Sole Arbitrator, the Department of Mediation Services for the Province of Alberta shall be requested to appoint the Sole Arbitrator.

- (ii) Either Party may propose in writing to the other Party the use of a three (3) person Board of Arbitration. The use of a three person Board of Arbitration shall be subject to mutual agreement of the Parties.
- (iii) Upon agreement, the Parties shall, within ten (10) days of the response of the Regional Director at Step 3 of the grievance procedure give notice in writing of their Nominee to the three (3) person Board of Arbitration. The two (2) Nominees shall within ten (10) working days name a third member who will be Chairperson of the Board of Arbitration. If the Nominees fail to mutually agree on a Chairperson, the Department of Mediation Services for the Province of Alberta shall be requested to appoint a Chairperson.
- (iv) If a single Arbitrator has been selected or the Arbitration Board has been formed in accordance with the above procedure, they shall meet with the parties and hear such evidence as the parties may desire to present, assure a full, fair hearing, and shall render the decision, in writing, to the Parties.

The decision of a majority of the Board of Arbitration, or if there is no majority, the decision of the Chairperson shall be the decision of the Board. The decision of a Board of Arbitration or the decision of a single Arbitrator shall be final and binding on the Parties.
- (v) The Arbitration decision shall be governed by the terms of this Collective Agreement and such decision shall not alter, amend, or change the terms of this Collective Agreement.
- (vi) Each of the parties to this Collective Agreement shall bear the expenses of its appointee to an Arbitration Board. The fees and expenses of the Chairperson or single Arbitrator shall be borne equally by the two parties.

14.03

Communication

- (a) Any notice or advice which the Employer or members of its administrative staff are required to give to the Union in respect of any matter referred to in this Article shall be sufficient if delivered to the Union Representative.
- (b) Any notice or advice which the Union is required to give to the Employer in respect of any matter referred to in this Article shall be sufficient if delivered to the Administrator or designate.
- (c) The hearing of grievances at any stage of the grievance procedure will be held during the normal working day with no loss of pay for a participating Employee.

14.04

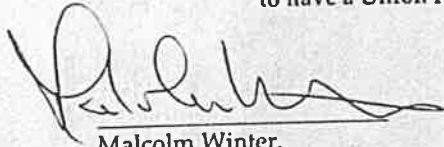
Time Periods

- (a) For the purpose of this Article, "days" shall mean consecutive calendar days exclusive of Saturdays, Sundays and Named Holidays specified in Article 23.
- (b) The time limits for the grievance procedure may be extended if mutually agreed to in writing by the parties.
- (c) It is the desire of both parties to this Agreement to resolve grievances in a manner that is just and equitable, and it is not the intention of either the Employer or the Union to evade settlement of disputes on a procedural technicality. However, notwithstanding the forgoing, it is clearly understood that time limits established herein are for the sake of procedural orderliness and are to be adhered to.
- (d) Should either party fail to adhere to the time limits, the onus is on that party to show a justifiable reason for its' failure to adhere to such limits.

14.05

Union Representation

At any meeting held during the grievance procedure, the Employee is entitled to have a Union representation in accordance with Clause 3.11.



Malcolm Winter,
Extendicare Canada Inc.
November 7, 2019



Jason Rattray
AUPE
November 7, 2019

ARTICLE 16 - LAYOFF & RECALL/JOB SECURITY

16.01 A layoff shall be defined as a reduction in a Full-time or Part-time Employee's regularly scheduled hours.

16.02 The Employer and the Union recognize the value of meeting prior to a layoff. The purpose of this meeting is to discuss the process of how the layoff will take place, review the updated seniority list, and discuss other factors relevant to the layoff.

16.03 Notice of Layoff or Displacement

(a) Full-time Employees and Part-time Employees:

When, in the opinion of the Employer, it becomes necessary to reduce a Full-time or Part-time Employee(s) regularly scheduled hours or outright eliminate her position, or where the Employee will be displaced as a result of another Employee given notice of layoff, the Employer will give the Employee(s) at least fourteen (14) calendar days written notice of layoff. The written notice of layoff shall indicate the effective date of the layoff. Where such notice is not possible, the Employer will then pay the Employee(s) up to two (2) weeks pay in lieu thereof where such payment will be based on the individual Employee's regularly scheduled hours during the notice period.

If the Employee's layoff does not commence on the exact date specified in the original notice of layoff and is not, in fact, laid off until after the originally specified date, no new notice of layoff is required and no pay in lieu thereof will be due.

(b) Casual Employees:

The Employer shall not be required to give advance notice of layoff or payment in lieu thereof to Casual Employees.

16.04 Employee Election of Option

(a) The Employer will arrange to meet with the Employee who has been given notice of layoff and with a Union Representative. At that meeting, the Employee shall indicate her choice from one of the following options in response to the layoff.

(i) To accept a vacant position within the bargaining unit, if one exists and subject to Article 31, for which she possesses the requisite job related skills, training, knowledge and other relevant attributes; or,

(ii) To displace a less senior Employee for a position which she possesses the requisite job related skills, training, knowledge and other relevant attributes; or,

(iii) To be placed onto the recall list for up to twelve (12) months from the effective date of layoff; or,

(iv) To accept layoff pursuant to the notice given under clause 16.03.

(b) At the meeting held under clause 16.04(a), the protocol for relief (call-in) hours of work shall be discussed with the Employee where she elects any

Extendicare Canada/AUPE
Article Signoff

Jason Raltray, AUPE Negotiator
Malcolm Winter, Extendicare Canada Inc. Negotiator

NTW

of options (i), (ii) and (iii) under that same clause.

- (c) Employees on layoff 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. These Employees are not subject to any minimum shift acceptance requirements.

16.05

If an Employee elects option (iii) under clause 16.04(a), subject to the benefit plan carrier and the terms of a group benefit plan, the Employee may choose to maintain her enrollment in any group benefit plan she was enrolled at the time of layoff to a maximum of twelve (12) months. This 12-month maximum continuation period would commence at the start of the first full month following the effective date of her layoff and shall end at the earlier of the conclusion of the 12-month continuation period or when she commences employment elsewhere.


To maintain her enrollment in a group benefit plan, the Employee must pre-pay the full monthly benefit plan premium prior to the first business day of each month. Failure to make this payment shall result in cancellation of her enrollment in the said group benefit plan.


16.06

Recall

- (a) All full-time, part-time and temporary vacancies shall be posted and filled in accordance with Article 31. Where there are no qualified applicants for a job posting, the most senior Employee on layoff who elected option (iii) under clause 16.04(a) and who possesses the requisite job related skills, training, knowledge and other relevant attributes shall be offered the position (notice of recall).
- (b) The Employer shall give notice of recall by telephone at the Employee's last home and cellular telephone numbers on file with the Employer and if contact with the Employee is not accomplished, then by double registered letter sent to the Employee's last mailing address on file with the Employer. When notice of recall is issued by double registered letter, the letter shall be deemed to be delivered five (5) calendar days from the date of mailing.
- (c) Within seven (7) calendar days of delivery of the notice of recall, the Employee shall notify the Employer with one (1) of the following responses:
- (i) that she will accept the position as offered and report for work as directed or on a date mutually agreed between the Employer and the Employee; or,
 - (ii) that she will not accept the position and wishes to remain on the recall list subject to clause 16.04(a)(iii); or,
 - (iii) That she does not intend to return to work with the Employer.

- 16.07 An Employee shall lose all seniority and shall be deemed to have resigned her employment with the Employer if the Employee does not return from layoff when notified to do so, or does not respond to notice of recall pursuant to clause 16.07, or on the expiry of twelve (12) months from the effective date of layoff, whichever first occurs.
- 16.08 Other than maintaining seniority as at the effective date of layoff, the rights and benefits arising under this Article, and grievance and arbitration rights, an Employee's rights while on layoff shall be limited to the right of recall.
- 16.09 The operation of this Article, including revisions to shift schedules arising out of layoff or displacement, shall not constitute a violation of the Collective Agreement.
- 16.10 No new Full-time or Part-time Employees will be hired until all Employees on the recall list who possesses the requisite job related skills, training, knowledge and other relevant attributes for a position have been given the opportunity of recall.
- 16.11 An Employee on layoff shall be responsible for notifying the Employer of any change in her mailing address and/or home telephone number and/or cellular telephone number which may be used to contact her for purposes of recall and other matters related to layoff.


Malcolm Winter,
Extendicare Canada Inc.
December 12, 2019


Jason Rattray
AUPE
December 12, 2019

ARTICLE 17

WAGES

17.01 The basic hourly rates of pay as set out in Schedule "A" shall be applicable to all Employees covered by this Collective Agreement.

17.02 Employees within their job classification will progress through the steps on the wage scales of Schedule 'A' on the basis of hours worked within the job classification.

17.03 Paydays shall be on a bi-weekly basis.

17.04 An Employee required by the Employer to replace another Employee in a job classification within the Bargaining Unit which is assigned a higher pay grade for one (1) shift or longer shall be paid at the basic hourly rate of pay of the higher job classification that provides her with an increase in her basic hourly rate of pay.

17.05 An Employee required by the Employer to temporarily replace another Employee in a job classification within the Bargaining Unit which is assigned a lower pay grade shall not have her basic hourly rate of pay adjusted.

17.06 **Overpayment and Underpayments**

- (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 error comes to the Employer's attention. If the error results in an Employee having been underpaid by seventy-five dollars (\$75.00) or more, the Employer will provide payment for the shortfall within three (3) business days from the date it is notified of the error except in extenuating circumstances.
- (b) If an Employee is overpaid, the Employer will collect the overpayment after it has arranged a reasonable schedule of repayment with the Employee. The minimum bi-weekly repayment will be twenty-five dollars (\$25.00).
- (c) In the event the Employee retires from, or leaves the employ of the Employer before the Employer is able to fully recover an overpayment as contemplated in this Clause, the Employer shall be entitled to make a full recovery at the time of retirement or termination of employment of that Employee and reduce accordingly any payments that might be owing to that Employee to recover the overpayment.

NEW

- (d) The maximum period for correction of any underpayment or overpayment shall be six (6) months from the date the error is confirmed by the Employer.

17.07

Except where expressly authorized in this Collective Agreement, there shall be no pyramiding.

17.08

- (a) For newly hired Licensed Practical Nurses only, where the Employee has experience working in the given job classification which is satisfactory to the Employer, the Employer will recognize such experience. Recognition of previous experience will be on the basis of one (1) annual increment for each one (1) full year of service up to the maximum of the wage scale of the applicable job classification. Part-time service shall be recognized on a pro-rata basis with one (1) full year of experience recognized in accordance with the hours required under the wage scale for Licensed Practical Nurses in the qualifying period.
- (b) For newly hired Health Care Aides and Care Aides only, where the Employee has experience working in the given job classification which is satisfactory to the Employer, the Employer will recognize such experience provided not more than five (5) years have elapsed since such experience was obtained. Recognition of previous experience will be on the basis of one (1) annual increment for each one (1) full year of service up to the maximum of the wage scale of the applicable job classification. Part-time service shall be recognized on a pro-rata basis with one (1) full year of experience recognized in accordance with the hours required under the wage scale of the applicable job classification in the qualifying period.
- (c) It shall be the responsibility of the newly hired Employee to provide to the Employer reasonable proof of recent 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.



Michael Allen
Extencicare Canada Inc.
September 17, 2021



Jason Rattray
AUPE
September 17, 2021

ARTICLE 24

VACATION

24.01 The vacation year shall be the period from July 1 to June 30 of the following calendar year. Vacation entitlement will be earned during one vacation year to be taken in the first vacation year following.

24.02 Vacation Entitlement

Vacation pay shall be the applicable percentage times the Employee's gross earnings for the twelve (12) month period ending June 30.

(b) Supplementary Vacation

(i) Full-time Employees:

Upon reaching her employment anniversary of thirty (30) years of continuous service with the Employer, a Full-time Employee shall receive a one-time an additional five (5) vacation days (called supplementary vacation).

Supplementary vacation is subject to scheduling consistent with clause 24.03 and is available for use during the vacation year in which the Employee receives the supplementary vacation and that vacation year which follows.

Supplementary vacation pay shall be calculated at two percent (2%) of the Employee's gross earnings for the twelve (12) month period ending June 30 preceding her qualification for supplementary vacation.

(ii) Part-time Employees:

Upon reaching her employment anniversary of thirty (30) years of continuous service with the Employer, a Part-time Employee shall receive additional vacation days (called supplementary vacation) as calculated in hours per the following formula to a maximum of five (5) vacation days.

Hours paid at the basic hourly rate of pay during the Employee's 30⁺ year of employment x 2% = Supplementary Vacation Hours

Supplementary vacation is subject to scheduling consistent with clause 24.03 and is available for use during the vacation year in which the Employee receives the supplementary vacation and that vacation year which follows.

Supplementary vacation pay shall be calculated at two percent (2%) of the Employee's gross earnings for the twelve (12) month

period ending June 30th preceding her qualification for supplementary vacation.

24.03

Vacation Scheduling

(a) Approval of vacation requests shall be at the discretion of the Employer and shall be subject to the efficient operation of the Employer.

NEW

(b) Requests for vacation shall not be unreasonably denied.

(b) (c) Employees shall submit their vacation request(s) in writing.

(c) (d) Between February 1st and March 31st, Employees will submit their vacation request(s) for the coming (next) vacation year for **at least one week of their annual vacation entitlement if they are entitled to more than three weeks or less; and at 50% for other employees.** The Employer shall then respond in writing by April 30th. Vacation requests received within this time period shall be considered in descending order of seniority by job classification.

(d) (e) For vacation requests submitted after March 31st, the Employer shall respond in writing within fourteen (14) calendar days of receiving the Employee's vacation request. Vacation requests received after March 31st shall be considered on a first come, first served basis meaning that seniority shall not be a factor in the Employer's consideration. Further, vacation requests received after March 31st shall not displace approved vacation requests received prior to March 31st.

(e) (f) The Employer shall make every reasonable effort to grant an Employee, upon request, at least two (2) weeks of vacation during July and/or August (the summer vacation period). No Employee shall be allowed more than two (2) weeks during the summer vacation period until all Employees have had opportunity for two (2) weeks vacation in the summer vacation period.

Further, in consideration of clause 23.08, in order to be able to schedule days off for Employees for Christmas Day or New Year's Day, vacation time will not normally be approved for the period from December 15th of one year to January 8th of the following year.

(f) ~~For Full-time Employees and for Part-time Employees with a permanent posting of eight (8) shifts or more bi-weekly, a maximum of one (1) week of vacation entitlement may be used on a discretionary basis (broken-up) subject to clause 24.03(a) through (f) inclusive. The remaining vacation entitlement shall be taken in time blocks of no less than one (1) week.~~

~~For clarification, the one (1) week that may be broken up shall be dependent upon the given Employee's permanent position. For example, one (1) week for a Full-time Employee will be five (5) shifts; one (1) week for a Part-time Employee with a permanent position of thirty-two (32) hours bi-weekly comprised of eight (8) shifts of four (4) hours will be four (4) shifts of four (4) hours.~~

MOV LOU#5 2.

- (f) (g) For Full-time Employees and for Part-time Employees with a permanent posting of eight (8) shifts or more bi-weekly, a maximum of two (2) weeks of vacation entitlement may be used on a discretionary basis (broken up) A, B, D AND E. The remaining vacation entitlement shall be taken in time blocks of no less than one (1) week.

For clarification, the two (2) weeks that may be broken up shall be dependent upon the given Employee's permanent position. For example, two (2) weeks for a Full-time Employee will be ten (10) shifts; two (2) weeks for a Part-time Employee with a permanent position of thirty-two (32) hours bi-weekly comprised of eight (8) shifts of four (4) hours will be eight (8) shifts of eight (8) hours. For example, for a Part-time Employee the two weeks of vacation entitlement is the number of shifts they would normally be scheduled for in a biweekly period.

- (g) In extenuating circumstances and upon written request to the Employer prior to the end of the vacation year, one (1) week of vacation leave may be carried over from one vacation year to the next, provided the additional week is not taken during June, July or August.

MOV LOU#5

- (g) (h) In extenuating circumstances and upon written request to the Employer at least 90 days prior to the end of the vacation year, an Employee may request to carry over up to two (2) weeks of vacation from one vacation year to the next.

The Employee's vacation carry over request shall indicate when she wishes to use the vacation and shall be subject to the following.

- (i) The vacation carried over shall not be taken during July or August.
- (ii) The Employee cannot exercise seniority rights for the vacation carried over.
- (iii) If the vacation carry over request is approved by the Employer, the Employee shall not change her approved vacation request.

MOV LOU#5 1.

- (i) If an Employee does not request her remaining vacation (for use prior to the conclusion of the current vacation year) by February 1st of the current vacation year, the Employer shall notify the Employee and request that she submit her request to use her remaining vacation by March 1st. If by March 1st the Employee does not submit her request, the Employer shall have the right to schedule the Employee's outstanding vacation by June 30th.

24.04

An Employee may not continue to work and draw vacation pay in lieu of taking her vacation.

24.05

Vacation pay for Casual Employees will be paid on each pay-day payday based on the applicable percentage at clause 24.02(a).

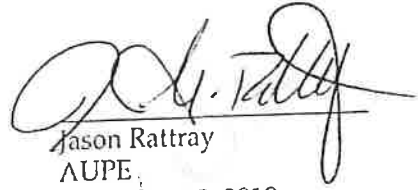
NEW 24.06 Vacations that have been approved by the Employer shall not be changed by the Employer or the Employee except where mutually agreed.

24.06 24.07 Vacation Pay on Resignation or Termination of Employment

An Employee who resigns or whose employment is terminated shall receive all vacation pay owing upon termination/resignation.



Malcolm Winter,
Extendicare Canada Inc.
December 12, 2019



Jason Rattray
AUPE
December 12, 2019

NOTE: This is agreement on non-monetary only.

ARTICLE 31 - APPOINTMENTS, TRANSFERS AND VACANCIES

31.01

Job Postings

- (a) The Employer shall post notices of vacant positions (job postings) the Employer intends to fill for at least seven (7) calendar days. The vacancy shall not be permanently filled prior to the completion of the posting procedure.
- (b) The job posting shall include the job posting number, job classification title, qualifications and hours of work averaged over a shift rotation.
- (c) For informational purposes only, which shall mean such information is subject to change, the job posting shall identify the hours of work per shift and shift pattern (i.e., days only or nights only or evenings only or a combination thereof).

31.02

In making appointments and filling vacancies, appointments will be made on the basis of the most requisite job related skills, training, knowledge and other relevant attributes and where these factors are considered by the Employer to be equal, then seniority shall be the deciding factor.

31.03

Employee(s) shall make applications for job postings in writing to the Employer.

31.04

Job Posting Award and Letter of Appointment

- (a) The name of the successful applicant (job posting award) shall be posted on the Union bulletin board and a copy provided to the Union within ten (10) calendar days of making the job posting award.
- (b) The Employer shall provide a letter of appointment to each Employee confirming the information set out at clause 31.01(b) (which may be a copy of the job posting award).

31.05

Trial Period

- (a) Employees awarded a job posting which results in a change in her job classification shall be given a trial period of one hundred and sixty (160) hours worked during which time to demonstrate her ability to satisfactorily perform in the new position. If the Employer finds the Employee to be unsatisfactory during the trial period, or the Employee wishes to return to her **their** former position during the trial period, the Employer shall reinstate the Employee to her **their** former position. Any other Employee affected by the rearrangement of positions shall also revert back to her **their** former status.
- (b) Employees awarded a job posting which results in a shift change within her **their** existing job classification, the Employees will be given a trial period of fourteen (14) calendar days from the date of appointment to the new shift. If the Employer finds the Employee to be unsatisfactory during the trial period, or the Employee wishes to return to her **their** former position, the Employer shall reinstate the Employee in her **their** former position. Any other Employee affected by the rearrangement of positions shall also revert back to her **their** former status.
- (c) If an Employee vacates the position under either paragraph above within the cited trial period, the vacated position shall be offered to other qualified applicants from the original job posting in accordance with the above

provisions. Should there be no qualified applicants, the position shall be reposted.

31.06 The job posting provisions of this Article shall be waived in the event vacancies occur while Employee(s) have received notice of layoff but are not yet on layoff.

31.07 Temporary Position

- (a) A temporary position arises when an Employee is absent or expected to be absent in excess of three (3) months or when the Employer creates a position for a limited time period of at least three (3) months. The temporary position shall be posted as per Article 31. The Employer will outline to the Employee awarded the temporary position the anticipated conditions and duration of the temporary position.
- (b) Upon the return of the Employee from her ~~their~~ absence, she ~~the~~ Employee shall have the right to return to her ~~their~~ former position if it still exists; otherwise the Employee shall have access to layoff and recall (Article 16). In instances where an Employee returns to work prior to her ~~their~~ estimated date of return, the Employer shall not be liable for payments to the resulting displaced Employee(s).
- (c) If the temporary position is to cease prior to the date on the job posting, the Employer shall provide seven (7) calendar days written notice to the Employee in the temporary position. The Employee filling the temporary position shall not have the right to grieve or arbitrate the cessation of the temporary job posting. Further, the parties agree such cessation is not a layoff.
- (d) In the event a full or part-time Employee is the successful applicant for a temporary vacancy, at the conclusion of the temporary vacancy, the Employee shall be returned to her former position if it still exists; otherwise, the Employee shall have access to layoff and recall (Article 16).
- (e) Temporary positions may be extended by mutual agreement in writing between the Employer and the Union. Such agreement shall not be unreasonably withheld.
- (f) When an Employee accepts a temporary position, their employment status shall correspond to that of the temporary position for the duration of the temporary position.

Example 1:

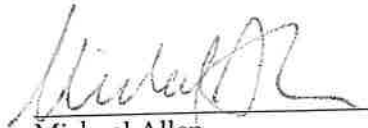
A Casual Employee who applies for and accepts a part time temporary position would hold part time status for the purposes of the Collective Agreement for the duration of the temporary position.

Example 2:

A Regular part time Employee who applies for and accepts a full time temporary position would hold full time status for the purposes of the Collective Agreement for the duration of the temporary position.

- 31.08 (a) When an Employee accepts a position in a job classification with a higher end basic hourly rate of pay than her ~~their~~ present job classification, she ~~the~~ Employee shall be advanced to the step in the higher pay range that provides her ~~them~~ with an increase in her ~~their~~ present basic hourly rate of pay.

- (b) When an Employee has accepted a position in a job classification with a lower end basic hourly rate of pay than her **their** present job classification, **she the Employee** shall be assigned to the step in the lower pay range that results in the least reduction in her **their** present basic hourly rate of pay.



Michael Allen,
Extendicare Canada Inc.
November 15, 2021



Jason Rattray
AUPE
November 15, 2021

July 10/19 3:20pm

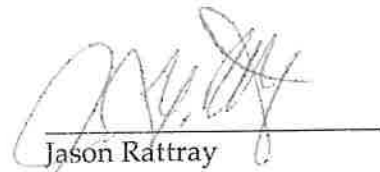
ARTICLE 33 - HEALTH CARE AIDE

33.01

An Employee newly hired into the job classification of Care Aide will be required to successfully complete the Health Care Aide certification, or its equivalent as determined by the Employer, within eighteen (18) months of ~~her~~ **their** date of hire. **An Employee failing to do so without reasons satisfactory to the Employer shall be terminated.**



Darren Leclair,
Extendicare Canada Inc.
July 10, 2019



Jason Rattray
AUPE
July 10, 2019

NEW ARTICLE X:

PRIVACY

1. The collection, use, disclosure and retention of personal information by the Company, the Union and Employees will be in accordance with the Personal Information Protection Documents Act and/or other applicable legislation.
2. The parties recognize that Employees have a reasonable expectation of privacy within the workplace, subject to the rights and obligations of the parties in the collective agreement and/or applicable legislation.
3. **Electronic Surveillance**
 - (a) Cameras shall not be used to monitor Employee performance, however the Employer may review recordings where an allegation of culpable misconduct has arisen.
4. **Personal Health Information**
 - a. Personal health information of Employees shall be kept confidential. The Employer will retain Employee health information separately and securely.
 - b. The Employer shall only request and disclose medical information when there are reasonable grounds to do so. Disclosure is provided on a need basis or where required by law.



Michael Allen ,
Extendicare Canada Inc.
August 25, 2021



Jason Rattray
AUPE
August 25, 2021

NEW ARTICLE:
INDEMNIFICATION

XX The Employer will provide adequate liability insurance coverage for all Employees covered by this collective agreement.



Michael Allen,
Extendicare Canada Inc.
August 25, 2021



Jason Rattray
AUPE
August 25, 2021

APPENDIX "A"
WORKLOAD REVIEW FORM

Employee to complete all sections up to and including employee signature lines:

Date/Time of the occurrence: _____

Date form was submitted to Employer: _____

Site: _____ Department: _____

Type of work being performed:

Number of staff on duty: _____ Usual number of staff: _____

I/We the undersigned believe that I was/we were given an assignment that was excessive or inconsistent with quality patient care and/or created an unsafe working environment for the following reasons. (Provide brief description of problem/assignment below)



To correct this problem, I/We recommend:

Name/Title of immediate out-of-scope supervisor notified: _____

Date/Time of notification: _____

Signature of employee(s)

Print name(s) below


Extendicare Canada/AUPE
Article Signoff
Jason Rattray, AUPE Negotiator 
Malcolm Winter, Extendicare Canada Inc. Negotiator

Out-of-scope supervisor's response:

Out-of-Scope Supervisor's Signature

Date

I/We agree with the resolution of our concern: Yes _____ No _____

If not, reasons:

Immediately submit this form to the EMAC Co-Chairs. (if resolved, for tracking purposes only)

EMAC Co-Chairs resolution (or EMAC if applicable):

We agree:

Management Co-Chair

Date

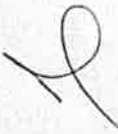

Union Co-Chair

Date

I/We agree with the resolution of our concern: Yes _____ No _____

If not, reasons:

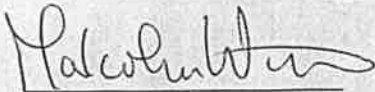
If above is "no", immediately submit this form to the Regional Director.


Extencicare Canada/AUPE
Article Signoff
Jason Rattray, AUPE Negotiator
Malcolm Winter, Extencicare Canada Inc. Negotiator 

Regional Director resolution (to be provided within 10 working days):

Signature of Regional Director _____ Date: _____

Resolved: Resolved: Yes _____ No _____



Malcolm Winter,
Extencicare Canada Inc.
September 18, 2019



Jason Rattray,
AUPE
September 18, 2019

Article Signoff



Extencicare Canada / AUPE
Article Signoff
Jason Rattray, AUPE Negotiator
Malcolm Winter, Extencicare Canada Inc. Negotiator

LETTER OF UNDERSTANDING #1

between

EXTENDICARE CANADA INC.

ATHABASCA

and

THE ALBERTA UNION OF PROVINCIAL EMPLOYEES

(on behalf of Local 047 Chapter 005)

(Auxiliary Nursing Bargaining Unit)

RE: LICENSED PRACTICAL NURSE PROFESSIONAL DEVELOPMENT

The Employer will provide to employees employed as in the LPN job classification "Licensed Practical Nurses (LPN) Professional Development Leave" for the sole purpose of professional development of the Employee's nursing (LPN) skills.

1. All full-time Employees required by the Employer to be registered as a Licensed Practical Nurse and who are on staff on January 1 of the given calendar year, upon request, shall be granted a maximum of three (3) professional development days in that same calendar year.
2. All part-time Employees required by the Employer to be registered as a Licensed Practical Nurse and who are on staff on January 1 of the given calendar year, upon request, shall be granted a maximum of two (2) professional development days in that same calendar year.
3. Qualified Employees who are hired after January 1 of the given calendar year or current employees who bid into a permanent full-time position (i.e., achieve a status change from part-time to full-time) shall be entitled to LPN Professional Development leave as follows; it must be noted that a current Employee bidding into a permanent full-time position shall be entitled only to the maximum LPN professional development leave as set out in 1 above.
 - (a) Hired or status change effective before July 1 of the calendar year, per 1 or 2 above as applicable.
 - (b) Hired or status change after June 30, for a full-time Employee, two (2) professional development days for the balance of the calendar year, and for a part-time Employee, one (1) professional development day for the balance of the calendar year.
4. LPN Professional Development leave shall be paid at the employee's basic hourly rate of pay.

5. ~~Where this Letter of Understanding comes into effect after January 1, the benefits afforded under this Letter shall factor in the same benefit used under the preceding letter of understanding on the same provision such that the total benefit utilized by the Employee under both letters of understanding shall not exceed the maximum benefit permitted under this Letter of Understanding for the calendar year in which this Letter of Understanding comes into effect.~~

Signed this ____ day of _____, 2017.

ON BEHALF OF THE UNION:

ON BEHALF OF THE EMPLOYER:



Michael Allen,
Extencicare Canada Inc.
November 15, 2021



Jason Rattray
AUPE
November 15, 2021

LETTER OF UNDERSTANDING #2

between

EXTENDICARE CANADA INC.

(this will appear in all agreements)

and

THE ALBERTA UNION OF PROVINCIAL EMPLOYEES

(on behalf of Local 047 Chapter 005)

(Auxiliary Nursing Bargaining Unit)

RE: JOB SECURITY AND CONTRACTING OUT

The Employer agrees not to contract out work of the Bargaining Unit that would result in the lay-off or reduction of hours of a Full-time or Part-time Member of the Bargaining Unit. before [insert terminal date of renewal agreement] December 31, 2017.

Signed this ____ day of _____, 2019.

ON BEHALF OF THE UNION:

ON BEHALF OF THE EMPLOYER:



Michael Allen,
Extendicare Canada Inc.
August 25, 2021



Jason Rattray
AUPE
August 25, 2021

LETTER OF UNDERSTANDING #7

between

EXTENDICARE CANADA INC.

ATHABASCA

and

THE ALBERTA UNION OF PROVINCIAL EMPLOYEES

(on behalf of Local 047 Chapter 005)

(Auxiliary Nursing Bargaining Unit)

RE: ON-CALL DUTY

~~For the duration of the Collective Agreement expiring December 31, 2017,~~ The term "On-Call Duty" shall be deemed to mean any period during which an Employee must be available to respond without undue delay to any request to return to duty. Employees required by the Employer to be on "On-Call Duty" shall receive:

- (a) three dollars and thirty cents (\$3.30) per hour of assigned on-call on any regularly scheduled working day; or
- (b) four dollars and fifty cents (\$4.50) per hour of assigned on-call or any regular day off or Named Holiday.

When an Employee is consulted by telephone and has been:

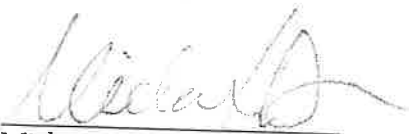
- (c) assigned to on-call duty and authorized by the Employer to handle job-related matters without returning to the work place; or
- (d) designated by the Employer to handle job-related matters without returning to the work place,

the Employee shall be paid at the applicable rate for the total accumulated time spent on telephone consultation(s) and corresponding documentation during the on-call period. If the total accumulated time is less than thirty (30) minutes, the Employee shall be compensated at the applicable rate of pay for thirty (30) minutes.

Signed this ____ day of _____, 2017 2021.

ON BEHALF OF THE UNION:

ON BEHALF OF THE EMPLOYER:



Michael Allen
Extendicare Canada Inc.
November 15, 2021



Jason Rattray
AUPE
November 15, 2021

NEW

LETTER OF UNDERSTANDING #X

between

EXTENDICARE CANADA INC.

LOCATION

and

THE ALBERTA UNION OF PROVINCIAL EMPLOYEES

(This LOU will appear in all agreements)

RE: REVIEW OF SCHEDULING PRACTICES

The Parties are committed to a process to review scheduling practices with a view of maximizing the use of Full-Time Employees.

The Employer agrees that within 30 days of the signing of this agreement to form a committee purposed with reviewing the scheduling practices and recommending improvements regarding the use of Regular Full-time, Part-time, Casual and Temporary Employees.

There shall be one (1) committee for each workplace. The committee shall be made up of up to three (3) managers appointed by the Employer and up to three (3) members of AUPE who work at the workplace appointed by the Union. All members of this committee shall have equal voice.

Either party may bring an advisor/expert to assist that party in the presentation of its suggestions for improvement.

Signed this ____ day of _____, 2021.

ON BEHALF OF THE UNION:



Michael Allen,
Extendicare Canada Inc.
August 25, 2021

ON BEHALF OF THE EMPLOYER:



Jason Rattray
AUPE
August 25, 2021

Extendicare Canada/AUPE
Article Signoff
Jason Rattray, AUPE Negotiator
Michael Allen, Extendicare Canada Inc. Negotiator

LETTER OF UNDERSTANDING # TBD

between

EXTENDICARE CANADA INC.

ATHABASCA

and

THE ALBERTA UNION OF PROVINCIAL EMPLOYEES

(on behalf of Local 047 Chapter 005)

(Auxiliary Nursing Bargaining Unit)

RE: INTRODUCTION OF NEW PAYROLL SYSTEM

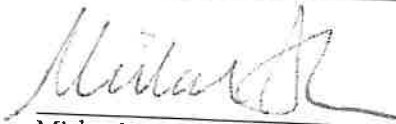
The parties agree that upon the introduction of the Employer's next payroll software system that Employees will be given access to their personal information on the system. The Employer shall ensure personal information is updated bi-weekly.

The parties further agree that the Employer will take steps to ensure that Employees are paid on time during the transition to the new payroll system.

Signed this ____ day of _____, 2017.

ON BEHALF OF THE UNION:

ON BEHALF OF THE EMPLOYER:



Michael Allen
Extendicare Canada Inc.
November 15, 2021



Jason Rattray
AUPE
November 15, 2021

LETTER OF UNDERSTANDING #5

between

EXTENDICARE CANADA INC.

ATHABASCA

and

THE ALBERTA UNION OF PROVINCIAL EMPLOYEES

(on behalf of Local 047 Chapter 005)

(Auxiliary Nursing Bargaining Unit)

RE: VACATION

Commencing with the first full vacation year following May 1, 2014, for three (3) full vacation years, the Employer and the Union agree to trial the following amendments and additions to clause 24.03.

1. Managing Unused Vacation

Add the following language to clause 24.03 the following provision for managing unused vacation:

~~If an Employee does not request her remaining vacation (for use prior to the conclusion of the current vacation year) by February 1st of the current vacation year, the Employer shall notify the Employee and request that she submit her request to use her remaining vacation by March 1st. If by March 1st the Employee does not submit her request, the Employer shall have the right to schedule the Employee's outstanding vacation by June 30th.~~

2. Discretionary Vacation

Substitute the following language at clause 24.03(f) with the following language:

~~(f) For Full-time Employees and for Part-time Employees with a permanent posting of eight (8) shifts or more bi-weekly, a maximum of two (2) weeks of vacation entitlement may be used on a discretionary basis (broken-up) subject to clause 24.03(a) through (f) inclusive. The remaining vacation entitlement shall be taken in time blocks of no less than one (1) week.~~

For clarification, the two (2) weeks that may be broken up shall be dependent upon the given Employee's permanent position. For example, two (2) weeks for a Full-time Employee will be ten (10) shifts; two (2) weeks for a Part-time Employee with a permanent position of thirty-two (32) hours bi-weekly comprised of eight (8) shifts of four (4) hours will be eight (8) shifts of eight (8) hours.

3. Vacation Carryover

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Extendicare Canada/AUPE
Article Signoff
Jason Rattray, AUPE Negotiator
Michael Allen, Extendicare Canada Inc. Negotiator

Substitute the following language at clause 24.03(g) with the following language:

(g) In extenuating circumstances and upon written request to the Employer at least 90 days prior to the end of the vacation year, an Employee may request to carry over up to two (2) weeks of vacation from one vacation year to the next.

The Employee's vacation carry over request shall indicate when she wishes to use the vacation and shall be subject to the following:

(i) The vacation carried over shall not be taken during July or August.

(ii) The Employee cannot exercise seniority rights for the vacation carried over.

(iii) If the vacation carry over request is approved by the Employer, the Employee shall not change her approved vacation request.

Review of Trial

Within ninety (90) days prior to the end of the third full vacation year trial period, the Employer and the Union shall meet to review the experience and outcomes of the foregoing provisions.

Signed this _____ day of _____, 2017.

ON BEHALF OF THE UNION: _____

ON BEHALF OF THE EMPLOYER: _____

MOVED TO ARTICLE 24



Michael Allen,
Extencicare Canada Inc.
August 25, 2021



Jason Rattray
AUPE
August 25, 2021