



# COLLECTIVE AGREEMENT

between

**EXTENDICARE CANADA INC.  
FAIRMONT PARK**

and the

**ALBERTA UNION OF  
PROVINCIAL EMPLOYEES  
LOCAL 048/005**

**Expiring December 31, 2017**

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**PREAMBLE**

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

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

## ARTICLE 1

### TERM

- 1.01 Except where otherwise stated in this Collective Agreement, this Collective Agreement including appendices attached to it shall be in force and effect from the date of ratification to December 31, 2017 and from year to year thereafter, unless amended by the mutual agreement of the parties. Notification of desire to amend the Collective Agreement may be given in writing by either party during the period between sixty (60) and one hundred twenty (120) days prior to its expiration date.
- 1.02 The Collective Agreement shall continue to be in force and effect until a new Collective Agreement has been executed or until the declaration of a strike or lockout, whichever occurs first.
- 1.03 Any written notice required hereunder to be given shall be deemed to have been sufficiently served if personally delivered, faxed or mailed in a prepaid registered envelope addressed or communicated as a scanned attachment in an electronic form.
- (a) In the case of the Employer, to:
- Extendicare (Canada) Incorporated  
Calgary Regional Office  
Unit 227 -333 Aspen Glen Landing SW  
Calgary, AB T3H 0N6  
Attention: Manager Labour Relations -Western Canada
- (b) In the case of the Union, to:
- The President  
Alberta Union of Provincial Employees  
10451 – 170<sup>th</sup> Street  
Edmonton, AB T5P 4S7
- 1.04 The Union and Employer agree that there shall be no strike or lockout during the term of this Collective Agreement.

## 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 who is 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 Extendicare Fairmont Park 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 Extendicare Fairmont Park building and property in Lethbridge, 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.

### ARTICLE 3

#### UNION RECOGNITION & REPRESENTATION

- 3.01 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 Employee will be required or permitted to make any written or verbal agreement which is in conflict with this Collective Agreement.
- 3.03 Employees shall be permitted to wear only a Union logo pin during hours of work.
- 3.04 (a) 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) calendar days of any changes.
- (b) The Employer shall grant Union Representatives access to its premises for Union business subject to the prior permission of the Employer.
- (c) 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 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.
- 3.06 Collective Agreement
- (a) The Employer 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 shall provide an electronic copy of the final version of the Collective Agreement to the Union.
- 3.07 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 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 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.
- (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) calendar days of any changes to this list. The Union Steward list shall be updated by the Union annually.
- 3.10 Union Representative
- (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.
- (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.

#### ARTICLE 4

##### UNION MEMBERSHIP & DUES DEDUCTION

- 4.01 As a condition of employment, the Employer will deduct from the gross earnings of each Employee covered by this Collective Agreement dues as determined by the Union.
- 4.02 Deductions of the dues shall commence with the first pay period of an Employee's employment.

- 4.03 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.
- 4.04 (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 (1<sup>st</sup>) working day after the fifteenth (15<sup>th</sup>) 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 earnings in the reporting period.
- (c) In January of each year the Employer will provide the Union with a list of all Employee names and telephone numbers.
- 4.05 The Employer will record the amount of individual dues deducted on the Employee's T-4 slip.
- 4.06 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.

## 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.

## ARTICLE 6

### MANAGEMENT RIGHTS

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

## ARTICLE 7

### UNION-MANAGEMENT COMMITTEE

7.01 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.

7.02 Purpose

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

The Union-Management Committee shall not have jurisdiction over any matter contained in the Collective Agreement, including its administration or negotiation. The Union-Management Committee shall not supersede the activities of any other committee of the Employer.

7.03 The Union-Management Committee shall be comprised of three (3) representatives of the Chapter who are employed with the Employer (Union members) and three (3) Employer representatives.

A Union Representative has the right to attend Union-Management Committee meetings.

7.04 The Union-Management Committee shall meet within seven (7) calendar days upon the request of either party. An agenda for each meeting will be circulated prior to the meeting. Minutes of each meeting will be kept. The minutes shall be subject to approval by both parties and upon approval by both parties, the approved minutes shall be posted on the Union bulletin board.

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 Extencicare Canada Inc. The Regional Director shall meet with the Union and reply to the Union within thirty (30) days.

7.05 An Employee shall not suffer any loss of pay for attending Union-Management Committee meeting(s).

## ARTICLE 8

### OCCUPATIONAL HEALTH & SAFETY

8.01 The Employer shall maintain an Occupational Health & Safety (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 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 An Employee shall not suffer any loss of pay for attending the OH&S Committee meetings.
- 8.04 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.

## ARTICLE 9

### RESPECTFUL WORK PLACE

- 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 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.
- 9.03 An Employee who believes she has 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.
- 9.04 Alleged incidents of harassment or discrimination shall be treated in strict confidence by the Employer, the Union and any identified persons. 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.

- 9.05 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.

## ARTICLE 10

### PROBATIONARY PERIOD

- 10.01 A new Employee shall serve a probationary period of four hundred and eighty-seven point five (487.5) hours worked from date of hire.
- 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.

## ARTICLE 11

### PERFORMANCE APPRAISALS

- 11.01 (a) The Employer will endeavor to provide regular written performance appraisals to Employees.
- (b) Meetings for the purpose of presenting a performance appraisal 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 and she shall sign her performance appraisal for the sole purpose of indicating that she is aware of her performance appraisal and she shall have the right to respond in writing within ten (10) calendar days of the meeting and that reply shall be placed in her personnel file.
- 11.02 An Employee's performance appraisal 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.

**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 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 representative 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.

**ARTICLE 13****DISCIPLINE & DISMISSAL**

- 13.01 Except for the dismissal of an Employee serving her probationary period, no Employee shall be disciplined without just cause.
- 13.02 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.
- 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.
- (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.

- 13.04 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.
- 13.05 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.
- (a) For discipline excluding suspensions, after twelve (12) months of active employment exclusive of unpaid leaves of absence from the date the disciplinary action was invoked.
  - (b) For discipline involving suspensions, after eighteen (18) months of continuous service exclusive of unpaid leaves of absence from the date the disciplinary action was invoked.
  - (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.
- 13.06 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.
- 13.07 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 shall be forwarded to the Union.

#### ARTICLE 14

##### GRIEVANCE & ARBITRATION

- 14.01 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.



**14.02**      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.

**14.03**      "Grievance" shall mean any difference arising out of an interpretation, application, or alleged violation of this Collective Agreement. A grievance may be:

- (a) An individual grievance which shall be initiated at step 1 except in cases of suspension or termination which will commence at step 2; or
- (b) A group grievance which will commence at step 2; or
- (c) A policy grievance by the Union which will commence at step 2, or
- (d) An Employer grievance which will commence at step 2.

**14.04**      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:

(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 – To 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 discussions at step 1. 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 – To 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 five (5) 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 she shall issue her decision in writing to the Union within five (5) 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) When Mediation occurs, the Parties shall utilize a Mediator from the Government of Alberta Mediator Roster.
- (iii) The Mediator shall be appointed by mutual agreement between the Parties. If the Parties can not agree on a mediator one will be appointed by the Director of Mediation Service.
- (iv) 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.
- (v) The Mediator may be requested to issue their non-binding recommendations to the Parties to resolve the dispute.
- (vi) 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.
- (vii) 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; and

- (1) Name its appointee to the Arbitration Board; or
  - (2) State its desire for the appointment of a single Arbitrator.
- (ii) Within seven (7) days after receipt of notification, the party receiving such notice shall:
- (1) Inform the other party of the name of its appointee to the Arbitration Board, or
  - (2) Arrange to discuss with the other party the selection of a single Arbitrator. Where agreement cannot be reached on the selection of a single Arbitrator, an Arbitration Board shall be established in accordance with clause 14.04(d)(iii)
- (iii) Where appointees to an Arbitration Board have been named by the parties, within seven (7) days they shall endeavour to select a mutually acceptable Chairperson for the Arbitration Board. If the appointees (or the parties in the case of a single Arbitrator) are unable to agree upon the choice of a Chairperson, they shall immediately request the Director of Mediation Services of the Province of Alberta to appoint a Chairperson.
- (iv) After a single Arbitrator has been selected or the Arbitration Board has been formed in accordance with the above procedure, she/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.

**14.05**      Policy and Group Grievances

In the event that a dispute of a general nature affecting more than one (1) Employee arises between the Employer and the Union regarding interpretation, application, or alleged violation of the Collective Agreement which cannot be resolved by discussion between the parties, the dispute becomes a policy grievance or a group grievance. Such grievance shall commence at step 2 of the grievance procedure. Either party may submit a grievance.

**14.06**      Default

- (a)      Should the Employee or the Union fail to comply with any time limits in the grievance procedure, the grievance will be considered conceded and shall be abandoned unless the parties have mutually agreed in writing to extend the time limits.
- (b)      Should the Employer fail to comply with any time limits in the grievance procedure, the grievance shall automatically move to the next step on the day following the expiry of the particular time limit unless the parties have mutually agreed in writing to extend the time limits.

**14.07**      At any meeting held during the grievance procedure, the Employee is entitled to have a Union Representative present.

**ARTICLE 15**

**SENIORITY**

**15.01**      Seniority shall be bargaining unit wide.

**15.02**      Seniority will be the ranking of Employees based upon her date of hire with the Employer (date-of-hire seniority).

**15.03**      Seniority List

The seniority list will be updated by the Employer on or before February 15<sup>th</sup> and August 15<sup>th</sup> of each calendar year. The Employer will post on the Union bulletin board the seniority list containing the name and date-of-hire of each Employee from the most senior (earliest date-of-hire) to the least senior (most recent date-of-hire).

A copy of the seniority list will be provided to the Union following posting.

**15.04**      If an Employee does not notify the Employer that, in her view, the seniority list is inaccurate within four (4) weeks of such posting, the seniority list will be deemed by the parties to be accurate.

Should a difference arise regarding an Employee's seniority, the Employer will provide the Employee with the information necessary to establish accurate seniority

- 15.05 An Employee shall lose all seniority and shall be deemed to have terminated employment with the Employer if the Employee:
- (a) resigns or retires; or,
  - (b) is discharged for cause and not reinstated; or,
  - (c) overstays a leave of absence without written permission unless a reason satisfactory to the Employer is provided; or,
  - (d) fails to reply to a recall notice pursuant to Article 16 (Layoff and Recall) unless a reason satisfactory to the Employer is provided; or,
  - (e) is absent for three (3) consecutive shifts without notifying the Employer, the Employee shall be considered to have resigned unless a reason satisfactory to the Employer is provided; or,
  - (f) is laid off in excess of one (1) year and is not recalled to work pursuant to Article 16 (Layoff and Recall); or,
  - (g) is promoted to a position outside the Bargaining Unit and does not return to her position within six (6) months worked from the date of promotion.

15.06 Casual Employees

Casual Employees seniority can only be used for the purposes of Article 31 (Appointments, Transfers and Vacancies).

- 15.07 In the event seniority dates are the same, the Employee with the earliest dated letter of hire shall be deemed to have the most seniority. In the event that Employees with the same seniority dates also have letters of hire with the same dates, the Employee with the earliest dated application shall be deemed to have the most seniority. In the event the tied seniority cannot be resolved in this manner, the tie shall be resolved by a coin toss.

**ARTICLE 16**

**LAYOFF & RECALL**

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

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.

## 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 paid 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 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.

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).

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 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 Health Care Aide 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 Health Care Aides 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.

## ARTICLE 18

### HOURS OF WORK

18.01 (a) The regular work shift for a Full-time Employee shall be as set out in the table below and shall be exclusive of an unpaid meal period.

<u>Job Classification</u>	<u>Per Day</u> (Full shift)	<u>Bi-Weekly</u> (Averaged over the Employee's shift rotation)
All job classifications except Dietary Aides	7.75	77.5
Dietary Aides	7.50	75.0

- (b) The regular work shift for a Part-time Employee and a Casual Employee shall be up to those hours specified in clause 18.01(a) for the applicable job classification and shall be exclusive of an unpaid meal period.
- 18.02
- (a) Employees shall be granted one (1) fifteen (15) minute paid rest period in each half of a full shift as identified in clause 18.01(a).
  - (b)
    - (i) Employees shall receive a thirty (30) minute unpaid meal period for all shifts of five (5) hours or more.
    - (ii) Notwithstanding that the meal period is excluded from an Employee's regular hours of work, if the Employer requires an Employee to be readily available for duty during her meal period, she shall be so advised in advance and shall be paid for that meal period at her basic hourly rate of pay.
  - (c) An Employee shall be allowed to take her unpaid meal period uninterrupted by the Employer except in cases of emergency.
  - (d) An Employee required by the Employer to work in excess of the regular hours of work as defined in clause 18.01 due to being recalled during her unpaid meal period or rest period will be compensated in accordance with Article 19 (Overtime) should the Employer be unable to re-schedule the Employee's meal period or rest period later in the same shift.
  - (e) The actual times at which an Employee shall take her meal period and rest periods will be determined by the Employer. It is understood that the meal period and rest periods will not be combined.
  - (f) An Employee who wishes to leave the Facility at meal times shall inform her supervisor prior to leaving the Facility.
- 18.03
- (a) Except in cases of emergency or by mutual agreement between the Union and the Employer, shift schedules shall provide for:
    - (i) at least fifteen point five (15.5) hours off duty between shifts;
    - (ii) not more than six (6) consecutive scheduled days of work; and,
    - (iii) when possible, at least two (2) consecutive days of rest.

- (b) Except by mutual agreement between the Employer and the Union, an Employee shall receive at least one (1) weekend off in three (3) averaged over one complete cycle of the shift schedule. A weekend shall be a Saturday and a Sunday. Named Holidays shall not be used as days off for the purpose of this Article.
- (c) Shift schedules shall be posted not less than twenty-eight (28) calendar days in advance. When the Employer requires a change in the scheduled days of work with less than seven (7) calendar days notice, the Employee shall be paid at time and one-half (1½X) for all hours worked on the first shift of the changed schedule.

Effective the first pay period following ninety (90) days after ratification shift schedules shall be posted not less than twenty-eight (28) calendar days in advance. When the Employer requires a change in the scheduled days of work with less than seven (7) calendar days notice, the Employee shall be paid at two times (2X) for all hours worked on the first shift of the changed schedule.
- (d) A shift shall be deemed to be entirely within the calendar day in which the majority of hours of that shift fall, regardless on what calendar day the shift commences.

## 18.04

Time-Off Requests

- (a) Except in extenuating circumstances, an Employee's request for time-off from scheduled hours of work shall be made in writing to the Employer at least seven (7) calendar days in advance of the date on which she wants time-off.

Approval of time-off requests shall be at the discretion of the Employer and shall be subject to the efficient operation of the Employer.

- (b) Where the Employer permits Employees to exchange shifts, the Employer shall not be liable for non-compliance with the scheduling provisions of the Collective Agreement, including Articles 18 and 19, arising with the shift exchange.

## 18.05

Those Employees working the night shift when the change from Daylight Savings Time to Standard Time occurs shall be paid overtime for all hours worked over the full shift as defined at clause 18.01(a). Employees working the night shift when the change from Standard Time to Daylight Savings Time occurs shall be paid their basic hourly rate of pay only for the hours worked.

## 18.06

If an Employee, who is scheduled to work, reports to work and is notified that no work is available, she shall be paid a minimum of four (4) hours at her basic hourly rate of pay whether required to remain at the facility or to leave immediately.

- 18.07 It is understood and agreed that Part-time Employees shall have preference for available call-in work.
- 18.08 This Article applies to Casual Employees except clauses 18.03(a)(i) and (iii), 18.03(b) and 18.03(c) shall have no application to Casual Employees unless she occupies a temporary position.

## ARTICLE 19

### OVERTIME

- 19.01 Overtime is all time authorized by the Employer or the Employer-designated charge person and worked by an Employee in excess of full shift or the full bi-weekly hours as defined at clause 18.01(a) averaged over an Employee's shift rotation.
- 19.02 Overtime Pay
- (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 times (2X) the applicable basic rate of pay will be paid for all hours worked.
- 19.03 Every Employee who is called out and required to work outside her regular working hours shall be paid for all hours worked at the appropriate overtime rate or a minimum of three (3) hours at the overtime rate, whichever is greater.
- 19.04 The Employer shall not reduce an Employee's regular hours of work to compensate for any overtime hours worked.
- 19.05 Where overtime of three (3) hours or more is required, the Employer shall provide a one-half (½) hour unpaid meal period at the Employee's option and shall provide a meal from the facility free of charge.

19.06 Failure to provide fifteen and one-half (15½) hours off duty between scheduled shifts as required in clause 18.03(a)(i) will result in payment of overtime for hours worked during the normal rest period.

19.07 Banked Overtime

- (a) Where mutually agreed by the Employer and the Employee, the Employee may receive time off in lieu of overtime (banked overtime). Banked overtime shall be equivalent to the actual time worked multiplied by the applicable overtime rate. Banked overtime may be taken as time off at a time mutually agreed by the Employee and the Employer. Overtime may be banked to a maximum of forty (40) hours at any one time; any overtime in excess of forty (40) hours shall be paid as it is earned. Banked overtime must be taken as time off or paid out by March 31<sup>st</sup> of each calendar year.
- (b) Failing mutual agreement in accordance with clause 19.07(a), the Employer shall pay overtime at the applicable overtime rate.

ARTICLE 20

PREMIUMS

20.01 Weekend Premium

- (a) For the job classifications of Licensed Practical Nurse, Health Care Aide, Care Aide, Recreation Aide and Unit Clerk only, an Employee shall be paid, in addition to her basic hourly rate of pay, a weekend premium of three dollars and twenty-five cents (\$3.25) per hour for all hours worked between fifteen hundred (1500) hours Friday and zero seven hundred (0700) hours Monday.

Effective July 1, 2014:

- (b) For all other job classifications, the Employee shall be paid, in addition to her basic hourly rate of pay, a weekend premium of two dollars and seventy-five cents (\$2.75) per hour for all hours worked between fifteen hundred (1500) hours Friday and zero seven hundred (0700) hours Monday.

Effective the first pay period following ratification:

- (c) For all other job classifications, the Employee shall be paid, in addition to her basic hourly rate of pay, a weekend premium of three dollars (\$3.00) per hour for all hours worked between fifteen hundred (1500) hours Friday and zero seven hundred (0700) hours Monday.

Effective the first pay period following ninety (90) days after ratification:

- (d) For all other job classifications, the Employee shall be paid, in addition to her basic hourly rate of pay, a weekend premium of three dollars and twenty-five cent (\$3.25) per hour for all hours worked between fifteen hundred (1500) hours Friday and zero seven hundred (0700) hours Monday.

20.02 Shift Premium

Effective January 1, 2014:

- (a) A shift differential of two dollars and fifty cents (\$2.50) per hour shall be paid to Employees working a shift where the majority of the hours of the shift fall between fifteen hundred (1500) hours and twenty-three hundred (2300) hours.

Effective the first pay period following ratification:

- (b) A shift differential of two dollars and sixty cents (\$2.60) per hour shall be paid to Employees working a shift where the majority of the hours of the shift fall between fifteen hundred (1500) hours and twenty three hundred (2300) hours.

Effective the first pay period following ninety (90) days after ratification:

- (c) A shift differential of two dollars and seventy-five cents (\$2.75) per hour shall be paid to Employees working a shift where the majority of the hours of the shift fall between fifteen hundred (1500) hours and twenty three hundred (2300) hours
- (d) For the job classifications of Licensed Practical Nurse, Health Care Aide and Care Aide only, a shift differential of four dollars and twenty-five cents (\$4.25) per hour shall be paid to Employees working a shift where the majority of the hours of the shift fall between twenty three hundred (2300) hours and zero seven hundred (0700) hours.

20.03 Responsibility Pay

- (a) When a Registered Nurse or Registered Psychiatric Nurse or Graduate Nurse or senior management personnel is not on duty for an entire shift or more, an Employee from the nursing department may be assigned by the Employer to be in charge of the entire Facility and all its residents. The Employee so assigned will be paid a premium of one dollar and fifty cents (\$1.50) for each hour worked with such designated responsibility.

20.04 The premiums set out under Article 20 shall not be considered as part of the Employee's basic hourly rate of pay.

**ARTICLE 21****TRAVEL ALLOWANCE****21.01 Travel Allowance**

When an Employee is requested by the Employer and the Employee agrees to use his or her own automobile for the Employer's business after the normal travel to work and before traveling home from work, such Employee shall be paid at a rate of forty-four cents (\$0.44) per kilometer.

**ARTICLE 22****IN-SERVICE**

22.01 Employees who, with the prior approval of their Supervisor, attend an in-service shall not suffer a loss of pay for such attendance.

22.02 An Employee who is required by the Employer to attend a training course, seminar, or staff or committee meeting shall be compensated as hours worked or shall be allowed compensatory time off in lieu by mutual agreement between the Employer and Employee.

22.03 No Employee shall be required by the Employer to complete education modules in a self-study format without compensation as specified in clause 22.02.

22.04 The provisions of clause 22.03 shall not apply to self-study modules, which are not required by the Employer.

**ARTICLE 23****NAMED HOLIDAYS**

23.01 The following are Named Holidays recognized under this Collective Agreement:

New Years Day	Labour Day
Alberta Family Day	Thanksgiving Day
Good Friday	Remembrance Day
Victoria Day	Christmas Day
Canada Day	Boxing Day
August Civic Holiday	Float Day (Full-time Employees only)

**Float Day**

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

23.02 Pay for Working on a Named Holiday

- (a) Excluding Christmas Day, an Employee shall be paid for all hours worked on the Named Holiday at one and one-half times (1½X) her basic hourly rate of pay.
- (b) An Employee shall be paid for all hours worked on Christmas Day at two times (2X) her basic hourly rate of pay.

23.03 To qualify for a Named Holiday with pay, the Full-time Employee must:

- (a) Work her scheduled shift immediately prior to and immediately following the Named Holiday except where the Employee is absent due to illness or other reasons acceptable to the Employer; and
- (b) Work on the Named Holiday when scheduled except where the Employee is absent due to illness or other reasons acceptable to the Employer.

23.04 Full-time Employee Named Holiday with Pay

- (a) A Full-time Employee who works on a Named Holiday shall also be entitled to an alternate day off with pay (holiday-in-lieu) at a mutually agreed time. The holiday-in-lieu shall be taken within four (4) weeks before or after the Named Holiday, or by mutual agreement of the Employee and the Employer, the Employee may receive payment for the holiday-in-lieu at her basic hourly rate of pay. Failing agreement between the Employee and the Employer on the scheduling of the holiday-in-lieu, the Employer may schedule the holiday-in-lieu or pay out the Named Holiday pay.
- (b) When a Named Holiday falls on a day that would otherwise be a Full-time Employee's regularly scheduled day of rest, the Employee shall receive a holiday-in-lieu as outlined at clause 23.04(a).
- (c) The scheduling of a holiday-in-lieu shall be subject to the efficient operation of the Employer.

23.05 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 four point six (4.6%) of her basic hourly rate of pay in each pay period.

23.06 When a Named Holiday falls during a Full-time Employee's vacation, by mutual agreement of the Employee and the Employer, such holiday may be added to the vacation period, or the holiday-in-lieu shall be dealt with as set out at clause 23.04(a).



- 23.07 (a) An Employee shall be scheduled so as to provide her with either Christmas Day or New Year’s Day off unless otherwise requested.
- (b) For an Employee granted Christmas Day or New Year’s Day off, the Employer will endeavour, subject to the efficient operation of the Employer, to schedule the Employee such that she will have two (2) consecutive days where she will not be obliged to work (i.e., December 24<sup>th</sup> and 25<sup>th</sup> or December 25<sup>th</sup> and 26<sup>th</sup>, December 31<sup>st</sup> and January 1<sup>st</sup> or January 1<sup>st</sup> and 2<sup>nd</sup>).

**ARTICLE 24**

**VACATION**

24.01 The vacation year shall be the period from January 31<sup>st</sup> to December 31<sup>st</sup> 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

- (a) A Full-time Employee’s and Part-time Employee’s vacation entitlement will be based upon her years of continuous service completed at December 31<sup>st</sup>.

<u>Length of Service</u>	<u>Vacation Entitlement</u>	<u>Vacation Pay</u>
Less than twelve (12) months of service as of December 31 <sup>st</sup>	One (1) day per month of service to a maximum of ten (10) days	4% of gross earnings
More than one (1) year of service as of December 31 <sup>st</sup>	Two (2) calendar weeks	4% of gross earnings
More than two (2) years of service as of December 31 <sup>st</sup>	Three (3) calendar weeks	6% of gross earnings
More than six (6) years of service as of December 31 <sup>st</sup>	Four (4) calendar weeks	8% of gross earnings
More than fourteen (14) years of service as of December 31 <sup>st</sup>	Five (5) calendar weeks	10% of gross earnings

<u>Length of Service</u>	<u>Vacation Entitlement</u>	<u>Vacation Pay</u>
More than twenty (20) years of service as of December 31 <sup>st</sup>	Six (6) calendar weeks	12% of gross earnings

Vacation pay shall be the applicable percentage times the Employee's gross earnings for the twelve (12) month period ending December 31<sup>st</sup>.

(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 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 December 31<sup>st</sup> 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.

$$\begin{array}{l} \text{Hours paid at the basic} \\ \text{hourly rate of pay during} \\ \text{the Employee's 30}^{\text{th}} \text{ year of} \\ \text{employment} \end{array} \times 2\% = \text{Supplementary} \\ \text{Vacation Hours}$$

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 December 31<sup>st</sup> 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.
- (b) Employees shall submit their vacation request(s) in writing.
- (c) Between February 1<sup>st</sup> and March 31<sup>st</sup>, Employees will submit their vacation request(s) for the current vacation year. The Employer shall then respond in writing by April 30<sup>th</sup>. Vacation requests received within this time period shall be considered in descending order of seniority by job classification.
- (d) For vacation requests submitted after March 31<sup>st</sup>, the Employer shall respond in writing within fourteen (14) calendar days of receiving the Employee's vacation request. Vacation requests received after March 31<sup>st</sup> 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 31<sup>st</sup> shall not displace approved vacation requests received prior to March 31<sup>st</sup>.
- (e) 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 23.07, 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 15<sup>th</sup> of one year to January 8<sup>th</sup> 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.

- (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.

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 based on the applicable percentage at clause 24.02(a).

24.06 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.

**ARTICLE 25**

**LEAVE OF ABSENCE**

25.01 General Provisions Governing Leaves of Absence

The following provisions are applicable to all leaves of absence except where otherwise stated.

- (a) Application for a leave of absence shall be submitted in writing to the Employer as early as possible. The application shall indicate the start and end dates for the leave of absence and the reason(s) for the leave of absence.
- (b) Approval of leaves of absence shall be at the discretion of the Employer and shall be subject to the efficient operation of the Employer, but will not be unreasonably denied. The Employer shall respond in writing within fourteen (14) calendar days of the receiving an Employee's application for a leave of absence.
- (c) An Employee who neglects to return at the end of the approved leave of absence shall be subject to clause 15.05.
- (d) An Employee shall not work for gain during a leave of absence without the written consent of the Employer.
- (e) An Employee wishing to extend her leave of absence shall submit such request in writing to the Employer as early as possible but no later than fourteen (14) calendar days, except in extenuating circumstances, in advance of the original end date of the leave of absence. The request for extension shall indicate the revised end date for the leave of absence. Approval of the extension of a leave of absence will be made pursuant to clause 25.01(b).

- (f) During an unpaid leave of absence:
  - (i) An Employee shall not be entitled to Named Holiday pay. Without limiting the generality of the foregoing, for example, a Full-time Employee shall not be entitled to the holiday-in-lieu for a Named Holiday that falls within the unpaid leave of absence; and,
  - (ii) She shall not earn sick leave credits.
- (g) During an approved unpaid leave of absence, the Employer agrees to continue to pay the Employer’s share of the monthly benefit plan premiums for the month in which the leave of absence commences.

Subject to the approval of the benefit plan carrier, an Employee may elect to continue her group benefit plan coverage during the leave of absence by notifying the Employer in writing of her request. If continued coverage is approved by the benefit plan carrier, the Employee must pre-pay the full monthly benefit plan premium prior to the first business day of each month during the leave of absence. Failure to make this payment shall result in cancellation of her coverage under the said group benefit plan during the leave of absence.

For maternity leave only, the Employer will continue to pay the Employer share of the monthly benefit plan premiums for the period of the maternity leave during which the employee is considered medically ill as a result of her pregnancy.

25.02 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 |                 |

- (b) In the event of the death of another relative or close friend and subject to the efficient operation of the Employer, the Employer shall grant up to one (1) working day off without pay to attend the funeral service.

- (c) Bereavement leave may be extended by up to two (2) additional days where travel to a funeral is required in excess of three hundred (300) kilometers.

## 25.03

Maternity and Parental Leave

- (a) An Employee who has completed six (6) months of continuous employment shall, upon written request, be granted up to fifteen (15) weeks of maternity leave and up to thirty-seven (37) weeks parental leave. Such leaves must be taken consecutively.
- (b) A pregnant Employee should apply for maternity leave as soon as possible prior to the Employee's expected date of delivery, but in any case, shall give the Employer at least twenty-eight (28) calendar days notice, in writing, of the date of which the Employee intends to commence maternity leave.
- (c) Maternity leave and parental leave shall be without pay and benefits, except for the portion of maternity leave during which the Employee has a valid health-related reason for being absent from work and is also in receipt of sick leave benefits, if any.
- (d) An Employee who is the parent of a newborn or newly adopted child and who has completed six (6) months of continuous employment shall, upon written request, be granted up to thirty-seven (37) weeks of parental leave.
- (e) An Employee shall provide twenty-eight (28) days notice, in writing, of the date of which the Employee intends to commence parental leave.
- (f) An Employee may commence parental leave in the case of adoption upon one (1) day's notice, provided that the request for such leave is made when the adoption has been approved and the Employer is kept informed of the progress of the adoption. An Employee otherwise requesting parental leave may commence parental leave upon one (1) day's notice provided the initial request for such leave was made in accordance with clause 25.03(d).
- (g) Parental leave may begin at any time after the birth or adoption of the child, but it must be completed within fifty-two (52) weeks of the date a child is born or an adopted child is placed with the parent.
- (h) An Employee on maternity or parental leave shall provide the Employer with at least twenty-eight (28) calendar days notice of her readiness to return to work, following which the Employer will reinstate her in the same or equivalent position at not less than the same step on Schedule 'A' and with the seniority that accrued to the Employee up to the date the leave of absence commenced.

**25.04**      Education Leave

- (a)    The Employer recognizes the benefit to the Employer and to the Employee when Employees wish to upgrade their education. Upon written request, the Employer shall grant an education leave of absence for such purpose subject to the efficient operation of the Employer. Education leave shall be without pay and benefits.
- (b)    During an Employee's education leave, the Employee may work as a Casual Employee without adversely affecting reinstatement to the position from which the Employee is on leave.

**25.05**      Jury or Witness Duty

- (a)    A leave of absence will be granted to an Employee who is:
  - (i)     required by law to serve as a juror, or
  - (ii)    for matters arising out of her employment with the Employer, is subpoenaed as a witness in a court of law.

The Employee shall notify the Employer as soon as possible after she receives notice of jury duty or to appear as a court witness. The Employer may require the Employee to provide proof of being summoned to jury duty or to appear as a court witness.

- (b)    Leave of absence for jury or witness duty will be without loss of pay for regularly scheduled hours of work less the payment the Employee receives for jury duty and/or appearance as a court witness. The Employee shall submit to the Employer proof of the amount she was paid for jury duty and/or appearance as a court witness.

**25.06**      Compassionate Care Leave

- (a)    An Employee with an immediate family member in the end-stage of life shall be entitled to leave of absence without pay and benefits for a period up to six (6) months.

Immediate family member shall mean mother, father, spouse including fiancé(e), or child in accordance with the compassionate care benefit under Employment Insurance legislation.

- (b)    Employees may be required to submit to the Employer satisfactory proof demonstrating the need for compassionate care leave.
- (c)    Approval of compassionate care leave shall be subject to the Employee fulfilling the eligibility requirements of the Employment Insurance regulations for such leave of absence.

**25.07**      Casual Employees

This Article will have no application to Casual Employees except that clauses 25.02 (Bereavement Leave), 25.04 (Education Leave) and 25.05 (Jury or Witness Duty) shall apply to Casual Employees awarded a temporary position of more than three (3) months.

**ARTICLE 26****SICK LEAVE**

- 26.01      Sick leave credits are earned for the sole purpose of protecting Employees against loss of income, subject to the parameters of this Article, during absences due to illness or accident for which compensation is not payable under the Workers' Compensation Act and which prevents an Employee from performing their essential job requirements. Illness covered under this Article includes the health-related portion of maternity leave.
- 26.02      Full and Part-time Employees who have completed their probationary period shall accumulate sick leave credits at the rate of twelve (12) hours for every one hundred seventy three point three (173.3) hours worked to a maximum of one thousand and seven point five (1007.5) hours (nine hundred and seventy-five (975) in the case of Dietary Aides). However, an Employee shall not be entitled to apply sick leave credits prior to the completion of her probationary period. Employees shall cease to accrue sick leave while on unpaid leaves of absence or layoff.
- 26.03      (a)      Employees reporting sick shall advise the Employer as soon as possible and regularly thereafter as required by the Employer.
- (b)      Any Employee absenting herself on account of personal illness must notify the Employer on the first day of illness before the time she would normally report for duty.
- (c)      Failure to give adequate notice, unless such failure is unavoidable, may result in loss of sick leave benefits for that day of absence.
- 26.04      An Employee granted sick leave shall be paid for the period of such leave at her basic hourly rate of pay and the time thus paid shall be deducted from her accumulated sick leave credits up to a total amount of the Employee's accumulated credits at the time sick leave commenced.
- 26.05      It is understood that a medical doctor's certificate may be requested by the Employer for any periods of absence. When a medical doctor's certificate is required, the Employee will be notified prior to or during her absence from work that a medical doctor's certificate will be required upon the Employee's return to work.



- 26.06 When an Employee has accrued the maximum sick leave credits of one thousand and seven point five (1007.5) hours (nine hundred and seventy-five (975) in the case of Dietary Aides), she shall no longer accrue sick leave credits until such time as her total accumulation is reduced below the maximum at which time she shall recommence accruing sick leave credits.
- 26.07 An Employee who has exhausted her sick leave credits during the course of an illness or injury and the illness or injury continues may be granted a leave of absence without pay and benefits from the Employer. The Employer shall not deny such leave if the denial is contrary to the applicable legislation and the Employee shall, in the pursuit of such request for such leave of absence, comply with applicable legislation.
- 26.08 (a) During her absence due to sick leave, the Employee will notify the Employer of her intention to and fitness for return to work as far in advance as possible.
- The Employer, after being notified that the Employee wishes to return to work, may choose to require medical evidence of fitness. Subject to such medical evidence, the Employee will be scheduled to return to work in accordance with those shifts which the Employee would have been otherwise regularly scheduled as per her position.
- (b) In order to comply with this provision, the Employer has the discretion to revise the posted shift schedule for Employees who are scheduled as replacements for Employees who are absent.
- (c) At the expiration of twenty-four (24) months from the last day of paid sick leave, if an Employee:
- (i) is not capable of resuming work pursuant to clause 26.08(a); or
  - (ii) for whom, after a reasonable effort having been made, alternate employment is not available,
- it may be deemed that the employment relationship has terminated, provided that such termination is not contrary to any right conferred under this Collective Agreement or any law of Canada or Alberta.
- 26.09 Employees shall make every reasonable effort to schedule their medical appointments outside scheduled hours of work but should that not be possible, provided that she has been given prior authorization by the Employer, sick leave credits may be used for the time required for the appointment.
- 26.10 Upon request, but not more frequently than once per year, the Employer shall advise an Employee of her accrued sick leave credits.

- 26.11 When an Employee who resigned from employment at an A.U.P.E. certified Extendicare facility is hired by the Employer within thirty (30) days of her resignation, the Employer will recognize her accrued and unused sick leave credits from that Extendicare facility as at the date of her resignation.
- 26.12 Sick leave benefits shall not be granted for any illness or injury which is incurred by an Employee during her vacation, however, sick leave benefits shall be granted after the expiry of the Employee's vacation provided the illness or injury continues beyond the vacation period. Notwithstanding the foregoing, should an Employee demonstrate to the satisfaction of the Employer that she was admitted to a hospital as an in-patient during her vacation, she shall be granted sick leave benefits for the period of the stay in hospital, subject to the provisions of clause 26.05. Vacation time not taken as a result of such stay in hospital shall be rescheduled at a mutually agreed time.
- 26.13 An Employee whose status has changed due to layoff from Regular Employee to a Casual Employee, with the same Employer, shall have her sick leave credits suspended, and should she return to regular employment with the Employer, the accrued sick leave credits shall be reinstated.

26.14 Family Illness

If an Employee requires time off for the purpose of attending to a family illness, provided she has been given prior authorization by the Employer, such absence shall be charged against her accumulated sick leave to a maximum of three (3) days per calendar year. Employees may be required to submit satisfactory proof of such illness.

For clarification, "family" refers to immediate family: spouse, children, mother, father.

ARTICLE 27

GROUP BENEFIT PLANS

- 27.01 Full-time and Part-time Employees who have completed their probationary period are eligible to participate (enroll) in any of the following group benefit plans. For Employees who choose to participate, the Employer agrees to contribute (pay) a share of the benefit plan premium for the specified group benefit plans set out below subject to their respective terms and conditions.

For Part-time Employees to be eligible, the Employee must work a minimum of fifteen (15) hours weekly averaged over the Employee's shift rotation.

- 27.02 The Employer reserves the right to change benefit plan carrier(s). In the event the Employer elects to change benefit plan carrier(s) the Employer will notify the Union and the Employees.

27.03 The Employer's only obligation with respect to the group benefit plan(s) is to deduct and remit the benefit plan premiums. Further, the Employer is not the insurer and bears no liability whatsoever for decisions of the benefit plan carrier(s) with respect to claim(s) submitted by the Employee. Any problems with respect to the benefit plan carrier(s) acknowledging or honouring any claim(s) is a matter between the Employee and the applicable benefit plan carrier(s).

27.04 Group Benefit Plans

(a) Extended Health Care

The extended health care group benefit plan provision shall be as follows:

The Employer shall pay seventy-five percent (75%) of the monthly benefit plan premium of the Extended Health Care Plan for Employees upon enrollment.

Subject to the benefit plan carrier requirements, the Extended Health Care Plan shall provide for:

- (i) Deductible (not applicable to prescription drugs): a fifteen dollar (\$15) deductible per calendar year;
- (ii) Prescription Drugs: Coverage includes provision of a Drug Card providing for a \$7.50 cap on re-imbursment on the dispensing fee and a \$1.00 deductible per prescription. Positive Enrolment provision to be included. Reimbursement for prescribed drugs covered by the Extended Health Care Plan will be based on the cost of the lowest priced therapeutically equivalent generic version of the drug, unless there is a documented adverse reaction to the generic drug or unless the beneficiary's doctor stipulates that the generic drug is not an alternative, in which case the reimbursement will be for the prescribed drug;
- (iii) Para-Medical: \$350 maximum annual benefit with no per visit fee cap;
- (iv) Semi-private hospital accommodation; and,
- (v) Hearing aid coverage with a maximum benefit of five hundred dollars (\$500) every three (3) years per insured person.

(b) Dental

The dental group benefit plan provision shall be as follows:

The Employer shall pay seventy-five percent (75%) of the monthly benefit plan premium of the Dental Plan for Employees upon enrollment.

The Dental Plan shall provide for eligible Employees eighty percent (80%) of the cost of routine dental care (to a maximum of \$1500/calendar year/insured person) and fifty percent (50%) of the cost of major restorative (to a maximum of \$1500/calendar year/insured person) and \$1000 lifetime maximum of orthodontic treatment for dependent's as defined by the Plan.

(c) Group Life Insurance and Accidental Death and Dismemberment

The group life insurance and accidental death and dismemberment group benefit plan provision shall be as follows:

The Employer shall pay one hundred percent (100%) of the monthly benefit plan premium for the Group Life Insurance and Accidental Death and Dismemberment Plan.

Subject to the benefit plan carrier requirements, the Group Life Insurance and Accidental Death and Dismemberment Plan shall provide life insurance in the amount of one (1) times the Employee's annual earnings to a maximum of \$200,000. The life insurance benefit reduces to \$3,000 maximum at age sixty-five (65). Employees over age seventy (70) are not insurable.

(d) Health Spending Account

A Health Spending Account (HSA) shall be implemented for all regular Employees eligible for benefits in accordance with Article 27 of the Collective Agreement in the amount of two hundred dollars (\$200.00) for each eligible Full-time Employee and pro-rated for each eligible Part-time Employee based on their FTE. Any unused allocation in an Employee's HSA as of December 31<sup>st</sup> of each calendar year may be carried forward for a maximum of one (1) calendar year.

Effective January 1, 2017 HSA will increase to three hundred twenty-five dollars (\$325.00).

The HSA may be used for the purposes of reimbursement for health and dental expenses that are eligible medical expenses in accordance with the *Income Tax Act* and are not covered by the benefit plans specified in Article 27 of the Collective Agreement.

The HSA shall be implemented and administered in accordance with the *Income Tax Act* and applicable Regulations in effect at the time of implementation and during the course of operation of the HSA.

**27.05 Withdrawal from Participation/Late Enrollment/Re-Enrollment**

- (a) Employees who have enrolled in a particular group benefit plan may withdraw from participation subject to the terms and conditions of that group benefit plan.
- (b) An eligible Employee who has not enrolled in a group benefit plan or who has withdrawn from participation in a group benefit plan may seek to enroll/re-enroll in that group benefit plan subject to:
  - (i) The benefit plan carrier approval and its terms and conditions for late and/or re-enrollment, and
  - (ii) Late enrollment and re-enrolment shall occur only at the sign-up opportunities in January and July of each year.

Clause 27.05 shall not apply to the Health Spending Account benefit plan.

**27.06** Casual Employees shall not be eligible to participate in the group benefit plans as set out in this Article.

**ARTICLE 28****REGISTERED RETIREMENT SAVING PLAN**

- 28.01**
- (a) The Employer agrees to implement an Employer-administered R.R.S.P. (the Plan) for full-time and part-time Employees who have completed their probationary period. Employee participation in the Plan will be on a voluntary basis.
  - (b) An Employee's decision to participate or not shall be made once per year within the two (2) week period prior to July 1. A decision to participate or not shall be effective for the twelve (12) month period following July 1.
  - (c) Participating Employees shall contribute the greater of fifty-five cents (\$0.55) per hour worked or three percent (3%) 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 percent (3%) of her basic hourly rate of pay per hour worked to the participating Employee's R.R.S.P.
  - (d) 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 (a) Employees may choose to make Additional Voluntary Contributions (AVC) to their own RRSP. Such AVC shall not be matched by the Employer.
- (b) An Employee shall determine and notify the Employer in writing of the amount of her AVC. For purposes of the AVC, the AVC shall be set out as either (a) an amount deducted per hour worked, or (b) a flat amount deducted per pay period.
- (c) Employees may choose to make such AVC, or not, once per year within the two (2) week period prior to July 1.
- (d) It is understood and agreed that Employees are solely responsible for such AVC. If as a result of the Employee's decision regarding her AVC the Employee will be over-contributing pursuant to Canada Revenue Agency rules regarding RRSP, the Employee shall bear the full responsibility of penalties, repayments, income tax implications and the like, and that the Employer shall not be responsible in any manner in respect of such penalties, repayments, income tax implications and the like.
- 28.03 Casual Employees shall not be eligible to participate in the RRSP Plan.
- 28.04 In the event that an Employee withdraws their RRSP funds from the Plan while still employed, the Employee will not be permitted to participate in the Plan for one (1) year from the date of such withdrawal. Both the Employee and the Employer contributions shall cease on the date the Employee elects to withdraw their accumulated contributions.

## ARTICLE 29

### WORKERS' COMPENSATION

- 29.01 Workers' Compensation Board ("WCB") coverage will be provided by the Employer for Employees.
- 29.02 If an Employee sustains an injury in the course of her duties with the Employer and is on an approved Workers' Compensation claim, the Employee shall be paid ninety percent (90%) of the Employee's regular net salary, as defined by the WCB, for the total period of entitlement, provided she assigns over to the Employer on proper forms the monies due to her from the WCB.
- 29.03 Employees shall not be paid sick leave benefits when they are absent from work and drawing Workers' Compensation. However, an Employee who has applied for Workers' Compensation and whose application is under consideration may apply for sick leave benefits under Article 27 provided the Employee meets eligibility requirements for sick leave and has sick leave credits available. Sick leave under this Clause will be subject to the following:

- (a) The Employee will be paid at ninety percent (90%) of regular net salary as defined by the WCB for all such leave pursuant to this Clause.
- (b) If the WCB denies the claim, the Employee will be reimbursed for any additional sick leave benefits to which the Employee is entitled, and which have not been paid under this Clause. The Employee's sick leave bank will be adjusted accordingly.
- (c) If the WCB approves the claim, the payment from WCB will be made directly to the Employer. The Employee's sick leave bank will be adjusted accordingly.
- (d) Employees who do not have sick leave credits or whose sick leave credits are exhausted prior to approval of her WCB claim will receive payment directly from the WCB.

- 29.04 An Employee who is in receipt of Workers' Compensation Benefits shall make arrangements to continue paying the Employee portion of benefit premiums for any benefit for which she was enrolled at time of injury subject to the terms of the benefit plans. The Employer shall also continue paying the Employer portion of benefit premiums for which she was enrolled at the time of injury.
- 29.05 Employees shall not be entitled to a compensating day off in lieu of a Named Holiday from the Employer while receiving benefits from Workers' Compensation.
- 29.06 An Employee who has been on WCB who is certified by the WCB to be fit to return to work on modified work shall advise the Employer immediately of her readiness to return to work.
- 29.07 The Employee shall keep the Employer advised as to the progress of her condition on an ongoing basis.
- 29.08 The provisions of clauses 29.02, 29.03, 29.04 and 29.05 shall have no application to Casual Employees.

### ARTICLE 30

#### RESIGNATION

- 30.01 An Employee shall provide the Employer with fourteen (14) calendar days notice of her resignation from employment. An Employee shall not be granted vacation during the notice period unless vacation has been previously approved.
- 30.02 The Employer will provide a written performance appraisal prior to the Employee's resignation providing the Employee provides twenty-eight (28) calendar days written notice of her resignation and requests the performance appraisal in such written notification.

30.03 If the required notice of resignation is given, an Employee who voluntarily leaves the employ of the Employer shall receive the wages and vacation pay to which she is entitled on the pay day following her last day worked.

**ARTICLE 31**

**APPOINTMENTS, TRANSFERS AND VACANCIES**

31.01 **Job Postings**

- (a) The Employer shall post notices of vacant positions (job posting) 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 former position during the trial period, the Employer shall reinstate the Employee to her former position. Any other



Employee affected by the rearrangement of positions shall also revert back to her former status.

- (b) Employees awarded a job posting which results in a shift change within her 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 former position, the Employer shall reinstate the Employee in her former position. Any other Employee affected by the rearrangement of positions shall also revert back to her 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 absence, she shall have the right to return to her 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 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) The status of an employee who accepts a temporary position shall not change for the duration of the temporary position based on their acceptance of such temporary position.

Example 1:

A Casual employee who applies for and accepts a part time temporary position would continue to hold casual 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 continue to hold part 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 present job classification, she shall be advanced to the step in the higher pay range that provides her with an increase in her 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 present job classification, she shall be assigned to the step in the lower pay range that results in the least reduction in her present basic hourly rate of pay

**ARTICLE 32**

**JOB CLASSIFICATIONS**

- 32.01 Employees holding positions which fall within the Bargaining Unit shall be provided with a job description upon written or email request.
- 32.02 New job classifications properly included in this Collective Agreement may be established by the Employer during the term of the Collective Agreement. Basic hourly rates of pay for such new job classifications shall be negotiated with the Union. If negotiations fail to produce an agreement within sixty (60) calendar days of the date of written notice from the Employer to the Union regarding the new job classification, then the basic hourly rates of pay may be settled through arbitration in accordance with clause 14.04(d).

**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 date of hire.

SCHEDULE "A"

<u>Job Classification</u>	<u>Hours</u>	<u>1-Jan-15</u>	<u>1-Jan-16</u>
Dietary Aide	Start	\$16.26	\$16.62
	487.5	\$16.93	\$17.31
	2015	\$18.46	\$18.87
	4030	\$18.83	\$19.26
Housekeeping Aide	6045	\$19.12	\$19.55
	Start	\$18.13	\$18.54
	487.5	\$18.91	\$19.33
Laundry Aide	2015	\$20.52	\$20.98
	4030	\$20.92	\$21.39
	6045	\$21.23	\$21.70
	Start	\$18.57	\$18.99
Receptionist	487.5	\$19.37	\$19.80
	2015	\$21.02	\$21.50
	Start	\$19.32	\$19.75
Care Aide	487.5	\$20.14	\$20.60
	2015	\$21.87	\$22.36
	4030	\$21.97	\$22.47
	6045	\$22.40	\$22.91
	8060	\$22.74	\$23.25
	10075	\$23.20	\$23.72
	12090	\$23.63	\$24.16
	Start	\$20.84	\$21.31
Cook I	2015	\$21.87	\$22.36
	4030	\$22.27	\$22.77
	6045	\$22.59	\$23.10
	Start	\$18.67	\$19.09
Cook II	2015	\$19.70	\$20.15
	4030	\$20.10	\$20.55
	6045	\$20.42	\$20.88
	Start	\$21.71	\$22.20
Maintenance I	2015	\$22.15	\$22.65
	4030	\$22.59	\$23.10
	6045	\$23.00	\$23.51
	8060	\$23.42	\$23.94
	10075	\$24.23	\$24.78
	Start	\$21.71	\$22.20

Maintenance II	Start	\$23.30	\$23.83
	2015	\$23.79	\$24.33
	4030	\$24.25	\$24.80
	6045	\$24.72	\$25.28
	8060	\$25.18	\$25.75
	10075	\$25.71	\$26.28
	<hr/>		
Maintenance III	Start	\$23.78	\$24.32
	2015	\$24.25	\$24.80
	4030	\$24.72	\$25.28
	6045	\$25.18	\$25.75
	8060	\$25.65	\$26.23
	10075	\$26.17	\$26.75
	<hr/>		
		<u>1-Apr-15</u>	<u>1-Apr-16</u>
Licensed Practical Nurse	Start	\$26.51	\$27.11
	2015	\$27.67	\$28.29
	4030	\$28.76	\$29.41
	6045	\$29.89	\$30.56
	8060	\$31.01	\$31.71
	10075	\$32.09	\$32.81
	12090	\$33.38	\$34.14
	14105	\$34.71	\$35.49

January 1, 2017: All classifications except LPNs will receive the same percentage increase and/or lump sum payment in lieu of a percentage increase for the same classification per the Alberta Health Services/AUPE Auxiliary Nursing or General Support Services bargaining results, as applicable, for April 1, 2017.



April 1, 2017: Licensed Practical Nurses will receive the same percentage increase and/or lump sum payment in lieu of a percentage increase for the same classification per the Alberta Health Services/AUPE Auxiliary Nursing bargaining results for April 1, 2017.

**SIGNATURES**

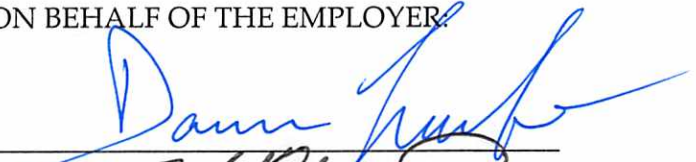


IN WITNESS WHEREOF the parties have executed this Collective Agreement by affixing hereto the signatures of their proper officers in that behalf.

DATED AT Edmonton, this 29<sup>th</sup> day of May, 2017.

ON BEHALF OF THE UNION:

ON BEHALF OF THE EMPLOYER:

## LETTER OF UNDERSTANDING #1

between

EXTENDICARE CANADA INC.  
FAIRMONT PARK

and

THE ALBERTA UNION OF PROVINCIAL EMPLOYEES  
(on behalf of Local 048 Chapter 005)**RE: LICENSED PRACTICAL NURSE PROFESSIONAL DEVELOPMENT**

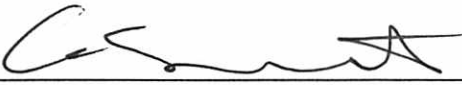
The Employer will provide to employees employed as in the LPN job classification "Licensed Practical Nurses (LPN) Professional Development Leave" for the sole purpose of professional development of the Employee's nursing (LPN) skills.

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.

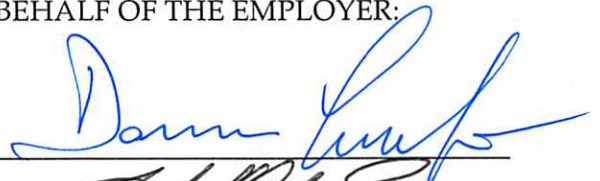
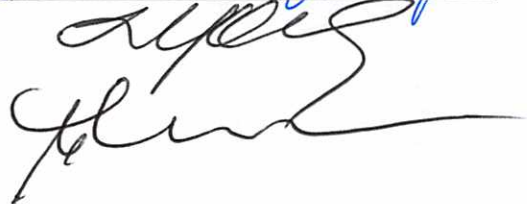
- 5. Where this Letter of Understanding comes into effect after January 1, the benefits afforded under this Letter shall factor in the same benefit used under the preceding letter of understanding on the same provision such that the total benefit utilized by the Employee under both letters of understanding 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 29<sup>th</sup> day of May, 2017.

ON BEHALF OF THE UNION:



ON BEHALF OF THE EMPLOYER:



LETTER OF UNDERSTANDING #2

between

EXTENDICARE CANADA INC.  
FAIRMONT PARK

and

THE ALBERTA UNION OF PROVINCIAL EMPLOYEES  
(on behalf of Local 048 Chapter 005)

RE: CONTRACTING OUT

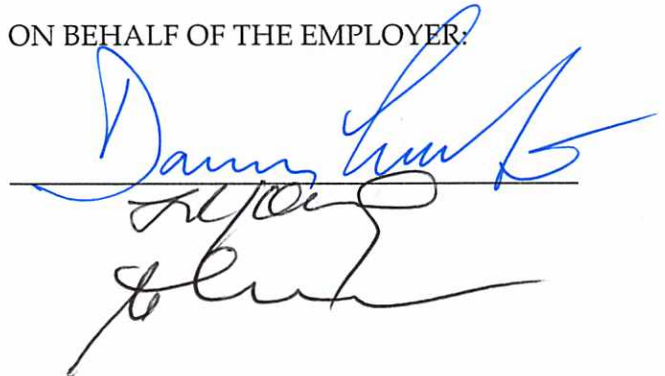
The Employer agrees not to contract out work of the Bargaining Unit that would result in the lay-off of a Full-time or Part-time member of the Bargaining Unit before December 31, 2017.

Signed this 29<sup>th</sup> day of May, 2017.

ON BEHALF OF THE UNION:



ON BEHALF OF THE EMPLOYER:



LETTER OF UNDERSTANDING #3

between

EXTENDICARE CANADA INC.  
FAIRMONT PARK

and

THE ALBERTA UNION OF PROVINCIAL EMPLOYEES  
(on behalf of Local 048 Chapter 005)

RE: REVIEW OF THE LONG TERM DISABILITY PLAN

During the term of the Collective Agreement at the request of the Union, the Employer will meet with the Union to review the underwriting of the existing Long Term Disability (LTD) Plan.

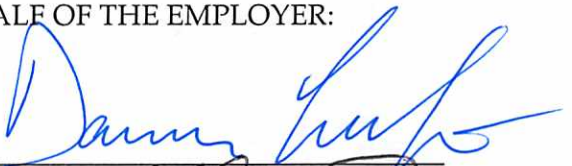
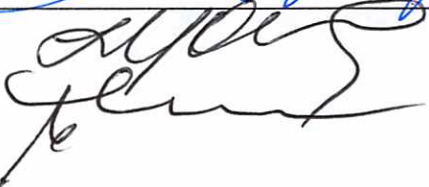
It is understood and agreed that any meeting(s) held under this Letter of Understanding may, at the request of the Union, be coordinated with the same meeting(s) of other Union bargaining units at other facilities of Extendicare Canada Inc. It is further understood and agreed that the LTD Plan premiums shall remain one hundred percent (100%) Employee-paid.

Signed this 29<sup>th</sup> day of May, 2017.

ON BEHALF OF THE UNION:

  
\_\_\_\_\_

ON BEHALF OF THE EMPLOYER:

  
  
\_\_\_\_\_

LETTER OF UNDERSTANDING #4

between

EXTENDICARE CANADA INC.  
FAIRMONT PARK

and

THE ALBERTA UNION OF PROVINCIAL EMPLOYEES  
(on behalf of Local 048 Chapter 005)

**RE: UNION LEAVE FOR NEGOTIATIONS AT A COMMON TABLE**

In the event the Employer and the Union participate with all of the other Extendicare facilities (employers) and all of the other Union Locals at a common table arrangement for collective bargaining for the Collective Agreement, the Employer and the Union agree that clause 5.05 shall be amended as follows.

Up to one (1) Employee from the facility who is elected or appointed to the Union Bargaining Committee shall be granted time off with pay and benefits and without loss of seniority to participate in direct (face-to-face) 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.

This Letter of Understanding shall not compel either party to agree to a common table bargaining arrangement.

Signed this 29<sup>th</sup> day of May, 2017.

ON BEHALF OF THE UNION:

G. Grant

ON BEHALF OF THE EMPLOYER:

Dawn Ludes  
[Signature]

## LETTER OF UNDERSTANDING #5

between

EXTENDICARE CANADA INC.  
FAIRMONT PARK

and

THE ALBERTA UNION OF PROVINCIAL EMPLOYEES  
(on behalf of Local 048 Chapter 005)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 August 1<sup>st</sup> of the current vacation year, the Employer shall notify the Employee and request that she submit her request to use her remaining vacation by September 1<sup>st</sup>. If by September 1<sup>st</sup> the Employee does not submit her request, the Employer shall have the right to schedule the Employee's outstanding vacation by December 31<sup>st</sup>.

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

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 29<sup>th</sup> day of May, 2017.

ON BEHALF OF THE UNION:

G. Smith

ON BEHALF OF THE EMPLOYER:

Darren Lupton  
[Signature]

LETTER OF UNDERSTANDING #6

between

EXTENDICARE CANADA INC.  
FAIRMONT PARK

and


THE ALBERTA UNION OF PROVINCIAL EMPLOYEES  
(on behalf of Local 048 Chapter 005)

**RE: EMPLOYEES HOLDING MORE THAN ONE PART-TIME POSITION**

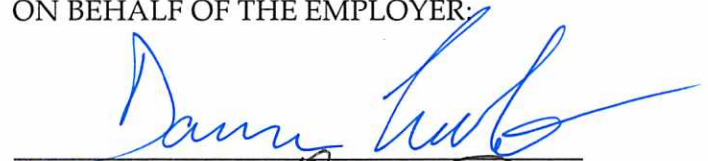
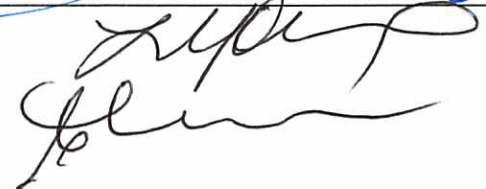
Within ninety (90) days of ratification of the collective agreement the Union and the Employer will meet to prepare a set of guidelines and provisions for the purpose of addressing the opportunity for Employees to hold more than one part-time position with the Employer.

Signed this 29<sup>th</sup> day of May, 2017.

ON BEHALF OF THE UNION:

  
\_\_\_\_\_

ON BEHALF OF THE EMPLOYER:

  
\_\_\_\_\_  


LETTER OF UNDERSTANDING #7

between

EXTENDICARE CANADA INC.  
FAIRMONT PARK

and

THE ALBERTA UNION OF PROVINCIAL EMPLOYEES  
(on behalf of Local 048 Chapter 005)

RE: ON-CALL DUTY

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,

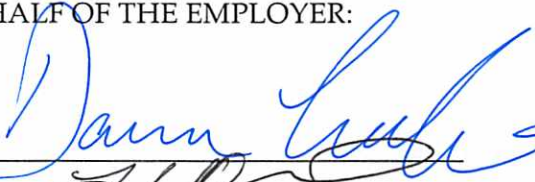

the Employee shall be paid at the applicable rate for the total accumulated time spent on telephone consultation(s) and corresponding documentation during the on-call period. If the total accumulated time is less than thirty (30) minutes, the Employee shall be compensated at the applicable rate of pay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

Signed this 29<sup>th</sup> day of May, 2017.

ON BEHALF OF THE UNION:

  
\_\_\_\_\_

ON BEHALF OF THE EMPLOYER:

  
  
\_\_\_\_\_