

# **COLLECTIVE AGREEMENT**

**Between**



**EXTENDICARE CANADA INC.**

**And**



**CANADIAN UNION  
OF PUBLIC EMPLOYEES**

**Locals 2335, 2639, 2677, 3174, 3782 & 4815**

**Expiring December 31, 2020**



## Table of Contents

|   |    |
|---|----|
| Article 1 – Purpose and Scope .....                               | 3  |
| Article 2 – Term .....  | 3  |
| Article 3 – Definitions.....                                      | 3  |
| Article 4 – Management Rights.....                                | 4  |
| Article 5 – Union Recognition .....                               | 5  |
| Article 6 – Union Membership and Dues Deduction .....             | 5  |
| Article 7 – Union Representation .....                            | 6  |
| Article 8 – Union-Management Relations .....                      | 6  |
| Article 9 – No Strike or Lockouts .....                           | 7  |
| Article 10 – No Discrimination.....                               | 8  |
| Article 11 – Grievance Procedure .....                            | 8  |
| Article 12 – Arbitration .....                                    | 10 |
| Article 13 – Seniority.....                                       | 11 |
| Article 14 – Probation .....                                      | 13 |
| Article 15 – Layoff And Recall.....                               | 14 |
| Article 16 – Vacancies and Job Postings.....                      | 16 |
| Article 17 – Hours of Work.....                                   | 19 |
| Article 18 – Overtime .....                                       | 21 |
| Article 19 – Premiums .....                                       | 22 |
| Article 20 – General Holidays .....                               | 23 |
| Article 21 – Vacation.....  | 24 |
| Article 22 – Income Protection.....                               | 26 |
| Article 23 – Leaves of Absence .....                              | 28 |
| Article 24 – Payment of Wages .....                               | 31 |
| Article 25 – Group Benefit Plans.....                             | 33 |
| Article 26 – Registered Retirement Savings Plan .....             | 36 |
| Article 27 – Health and Safety .....                              | 38 |
| Article 28 – Discipline .....                                     | 38 |
| Article 29 – General Conditions .....                             | 39 |
| Article 30 – Copies of the Collective Agreement.....              | 41 |
| Schedule “A” – Basic Hourly Rates of Pay .....                    | 42 |
| Schedule “B” – Employer Group Benefit Contributions.....          | 45 |
| Schedule “C” – Full-time Hours .....                              | 46 |
| Schedule “D” – Vacation Time and Pay Entitlement.....             | 47 |
| Appendix ‘A’ – Nursing Homes Covered by Collective Agreement..... | 50 |
| Addendum – Local Conditions.....                                  | 52 |
| LOC – Bonnyville (BV).....  | 52 |
| LOC – Fort MacLeod (FM) .....                                     | 53 |
| LOC – Leduc (LD) .....  | 54 |
| LOC – St. Paul (SP) .....   | 55 |
| LOC – Viking (VK) .....   | 56 |

|   |    |
|---|----|
| LOC – Vulcan (VL) .....   | 57 |
| LETTER OF UNDERSTANDING #1 .....                                | 58 |
| LOU RE: Waiving of Vacation .....                               | 58 |
| LETTER OF UNDERSTANDING # 2.....                                | 59 |
| LOU RE: Full-time Maintenance – On-call .....                   | 59 |
| LETTER OF UNDERSTANDING #3.....                                 | 60 |
| LOU RE: Licensed Practical Nurse Professional Development ..... | 60 |
| LETTER OF UNDERSTANDING #4.....                                 | 62 |
| LOU RE: Contracting Out.....                                    | 62 |
| LETTER OF UNDERSTANDING #5.....                                 | 63 |
| LOU RE: Vacation Carryover .....                                | 63 |
| LETTER OF UNDERSTANDING #6.....                                 | 65 |
| LOU RE: Unit Clerk with HCA Certificate .....                   | 65 |
| LETTER OF UNDERSTANDING #7.....                                 | 66 |
| LOU RE: Banked Overtime for Viking and Fort MacLeod .....       | 66 |
| LETTER OF UNDERSTANDING #8.....                                 | 68 |
| LOU RE: Licensed Practical Nurse Wage Schedule.....             | 68 |
| LETTER OF UNDERSTANDING #9.....                                 | 69 |
| LOU RE: HCA Assisting with Medication Delivery .....            | 69 |

## **Article 1 – Purpose and Scope**

- 1.01 The purpose of the Collective Agreement is to establish an orderly collective bargaining relationship between the Employer and the Employees covered by this Collective Agreement, to provide for the prompt and equitable disposition of grievances, and to establish wages and certain working conditions for Employees of the bargaining unit.
- 1.02 The Collective Agreement shall be applicable to all Employees unless otherwise specified herein.

## **Article 2 – Term**

- 2.01 This Collective Agreement shall be effective from the date of exchange of written notice of ratification through December 31, **2020**.
- 2.02 Either party to this Collective Agreement may, within a period of between sixty (60) and one hundred and twenty (120) calendar days immediately preceding the date of expiry of the Collective Agreement, by written notice require the other party to commence collective bargaining. Should such notice not be given by either party, then this Collective Agreement shall continue in full force and effect for each succeeding yearly period until such time as required notice has been given.
- 2.03 **Where notice is served by either party to commence collective bargaining this Collective Agreement shall continue in full force and effect until:**
- (a) A new Collective Agreement is concluded;**
  - (b) The right of the Bargaining Agent to represent the Employees is terminated; or**
  - (c) A strike or lockout commences under Division 13 of the Alberta Labour Relations Code, in which case the Collective Agreement is deemed to continue to apply in respect of any designated essential services workers, subject to any changes or permitted changes described in the essential services agreement.**
- 2.04 At any time during the term of this Collective Agreement, the duly authorized representatives of the parties may, in writing, mutually agree to amend, add to or delete provisions in the Collective Agreement. Such changes shall then become part of this Collective Agreement.

## **Article 3 – Definitions**

- 3.01 "Employee" shall mean a person who is employed by the Employer and who is covered by this Collective Agreement pursuant to the applicable certification of the Alberta Labour Relations Board.
- 3.02 "Full-time Employee" shall mean an Employee who is regularly scheduled to work the bi-weekly hours set out at Schedule 'C' – Full-time Hours.

- 3.03 "Part-time Employee" shall mean an Employee who is regularly scheduled to work less than the full-time hours set out at clause 3.02.
- 3.04 "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:
- (a) for the purpose of replacement of full-time and part-time Employees, or
  - (b) when it is known in advance that a relief assignment is necessary.
- 3.05 "Licensed Practical Nurse" (LPN) shall mean an Employee who is registered as a Licensed Practical Nurse pursuant to the *Health Professions Act* of Alberta.
- 3.06 "Position" shall be defined by the job classification and the regularly scheduled hours averaged over a shift rotation.
- 3.07 "Vacancy" shall mean a position the Employer requires to be filled. The vacancy shall be posted in accordance with the Collective Agreement.
- 3.08 "Union" shall mean Canadian Union of Public Employees (C.U.P.E.).
- 3.09 "Local" shall mean the bargaining unit of a specified facility and which is represented by the Union and referenced in Appendix 'A'.
- 3.10 "Facility" shall mean the specific nursing home operated by the Employer which is covered by this Collective Agreement and referenced in Appendix 'A'.
- 3.11 "Regularly Scheduled Hours" shall mean the hours of work as set out on the job posting of the position. Unless otherwise expressed by the Employer, regularly scheduled hours will be presented on a bi-weekly basis.
- 3.12 "Basic Hourly Rate of Pay" shall mean the wage rate set out in Schedule "A" of the Collective Agreement.
- 3.13 "Master Schedule" shall mean the schedule showing the distribution of the regularly scheduled hours of a position.
- 3.14 Whenever the singular or feminine is used in the Collective Agreement, it shall be considered to include the plural or the masculine as the case may be.
- 3.15 **"Care Aide" shall mean an Employee without a Health Care Aide certificate or its equivalent as determined by Alberta Health Services.**
- 3.16 **"Health Care Aide" shall mean an Employee who has successfully completed the Health Care Aide certificate or its equivalent as determined by Alberta Health Services.**

#### **Article 4 – Management Rights**

- 4.01 The Union acknowledges that it is the exclusive function of the Employer to exercise the regular and customary functions of management and without limiting the generality of the foregoing, to:

- (a) Conduct its business in all respects with regard to the care and comfort of the residents, including the right to maintain and improve order, discipline and efficiency, the number of Employees required for the Employer's purposes and the increase or reduction of personnel; and
- (b) Make, enforce and alter from time to time reasonable rules of employee conduct and procedures and introduce new and improved systems and methods.

### **Article 5 – Union Recognition**

- 5.01 The Employer recognizes the Union as the sole and exclusive bargaining agent for Employees of the Employer for the facilities listed at Appendix 'A'.
- 5.02 The Employer agrees to inform new Employees of the existence of the Union and that a Collective Agreement setting out terms and working conditions for employment is in effect.
- 5.03 No Employee for whom the Union is the bargaining agent shall be required or permitted to make a written or verbal agreement with the Employer which conflicts with the terms of the Collective Agreement.

### **Article 6 – Union Membership and Dues Deduction**

- 6.01 The Employer shall deduct Union dues using the Rand Formula for all Employees covered by this Collective Agreement.
- 6.02 Deductions
  - (a) Employees starting employment on or before the 15<sup>th</sup> of any month will have Union dues deducted for that month. Employees starting employment after the 15<sup>th</sup> of any month will have Union dues deducted starting in the following month.
  - (b) The Employer agrees to deduct from every Employee Union dues, initiation fees and other assessments levied by the Union. The Union shall advise the Employer in writing of the amount of the Union dues, initiation fees or other assessments at least thirty (30) calendar days in advance of the effective date the deductions are to commence.
  - (c) **The Union shall advise the Employer in writing at least thirty (30) calendar days advance notice of any changes to the amount of union dues to be deducted in accordance with Article 6.**

#### 6.03 Remittance

The Employer shall forward to the Union designate all Union dues, initiation fees and other assessments deducted from Employees' pay not later than the 15<sup>th</sup> of the month following the month in which deductions were made. The deductions remittance will be accompanied by a list of the names of Employees for whom deductions have been made and the corresponding deduction amount.

6.04 The Union shall save harmless the Employer with respect to any and all liability the Employer may incur as a result of deductions made at the request of the Union.

**Article 7 – Union Representation**

- 7.01 (a) The Union shall have the right to appoint Stewards to serve as representatives of Employees in certain matters including the processing of grievances.
  - (b) The Union shall notify the Employer in writing of the name of each Steward and the name of the Officers of the Union before the Employer shall be required to recognize them. The Union shall notify the Employer in writing of any changes that occur to this list as such changes arise **within seven (7) calendar days or such other period mutually agreeable to the Employer and Union.**
  - (c) A Steward or Officer of the Union shall first obtain permission from her supervisor to leave her work area during work and such permission shall not be unreasonably withheld. Such leave from her work area will be without loss of pay and benefits so long as the Employee remains at the Facility.
- 7.02 The Union shall have the right to the assistance of representatives of the C.U.P.E. when dealing or negotiating with the Employer. Such Union Representative(s) shall have access to the Employer’s premises in order to investigate or assist in the settlement of a grievance. The Union Representative(s) shall inform the Administrator, or designate, of the Employer that she requires access to the facility. The Employer will not unreasonably withhold permission for such access.
- 7.03 A Steward or Officer of the Union shall be given fifteen (15) minutes off without loss of pay and benefits to greet new Employees and to discuss Union membership with such new Employees at the Employer’s general orientation.

**Article 8 – Union-Management Relations**

8.01 **Union-Management Committee**

- (a) A Union-Management Committee shall be established within each facility consisting of up to three (3) representatives from both the Local (which shall be Employees from within that bargaining unit) and the Employer. The C.U.P.E. National Representative and the Employer’s Regional Director, or their respective designate, may also attend the Union-Management Committee meetings.

**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.**

- (b) The Union-Management Committee may meet at the request of either party to discuss issues of mutual concern. Union-Management Committee meetings will be held during the normal working day.
- (c) Employee representatives cited under clause 8.01(a) shall not suffer any loss of pay while attending a Union-Management Committee meeting during their scheduled hours of work. Should an Employee who is not on duty with the Employer at the time of the Union-Management Committee meeting choose to attend the meeting, she shall not be compensated by the Employer.

#### 8.02 Collective Bargaining

- (a) The Union Bargaining Committee may consist of up to two (2) Employees from each Local. The Union shall advise the Administrator of the Facility, or designate, in writing of the Local members of the Union Bargaining Committee.
- (b) The Employer will ensure that two (2) members from each Local on the Union Bargaining Committee will suffer no loss of pay and benefits as a result of attendance at collective bargaining of this Collective Agreement up to and including mediation.

#### 8.03 Correspondence

Unless otherwise specified herein, correspondence between the Employer and the Union shall be addressed as follows.

- (a) To the Employer: To the Administrator of the facility with a copy to the Regional Director of the Employer.
- (b) To the Union: To the Secretary of the Local of the facility with a copy to the designated Union Representative from C.U.P.E.

#### 8.04 **Where a provision of the Collective Agreement refers to a requirement for some form of written communication to the Employer, Union, or Local, such requirement is satisfied by communication in electronic form.**

#### 8.05 Union Bulletin Board

The Employer shall provide a bulletin board for the Union, the location of which shall be accessible to all Employees. The Union reserves the right to approve notices placed on the Union bulletin board. The Union agrees to remove material from the Union bulletin board which the Employer considers objectionable.

### **Article 9 – No Strike or Lockouts**

- 9.01 It is agreed that there shall be no strike or lockout, as defined under the *Alberta Labour Relations Code*, during the term of the Collective Agreement.



## **Article 10 – No Discrimination**

10.01 The Employer and the Union shall abide by the *Alberta Human Rights Act*. The parties agree that there shall be no discrimination, interference, restriction or coercion experienced or practiced with respect to any Employee by reason of **race, religious beliefs, colour, gender, gender identity, gender expression, physical disability, mental disability, age, ancestry, place of origin, marital status, source of income, family status or sexual orientation of that person or class of persons**, membership or non-membership or activity in the Union or in respect of any of the listed grounds in the aforementioned Act. For the purposes of this Article, the parties agree that the defenses of the aforementioned Act shall be applicable.

## **Article 11 – Grievance Procedure**

### 11.01 Grievance

- (a) A grievance shall be defined as any difference arising out of the interpretation, application, administration, or alleged violation of the Collective Agreement.
- (b) When a grievance arises, an earnest effort shall be made by the parties to resolve it in the manner and order set out below.

### 11.02 Recognition of Union Stewards

The Employer acknowledges the rights of the Union and the Stewards to assist an Employee in preparing and presenting her grievance in accordance with the Grievance Procedure.

### 11.03 Grievance Procedure

#### (a) Step 1 – FORMAL DISCUSSION

An Employee who believes that she has a grievance shall first discuss the matter with her supervisor (with or without her shop steward). "Supervisor" shall mean that person from whom an Employee normally receives her work assignments and who is not a member of the bargaining unit. If the Employee does not have her concern(s) resolved to her satisfaction, the grievance may be advanced to Step 2.

#### (b) Step 2 - ADMINISTRATOR

Failing satisfactory settlement of the grievance at Step 1, the grievance may be advanced, in writing, to the Administrator, or designate, within **ten (10)** working days of the incident giving rise to the grievance. The Administrator shall convene a meeting within **ten (10)** working days of receipt of the written grievance and shall render a decision in writing within **ten (10)** working days after the meeting.

#### (c) Step 3 – REGIONAL DIRECTOR

Failing satisfactory settlement of the grievance at Step 2, the grievance may be advanced, in writing, to the Regional Director within **ten (10)** working days of

receipt of the Administrator's response under Step 2. The Regional Director shall convene a meeting within **ten (10)** working days of receipt of the written grievance and shall render a decision in writing within **ten (10)** working days after the meeting.

(d) **Step 4 - ARBITRATION**

Failing satisfactory settlement of the grievance at Step 3, the grievance may be advanced to arbitration, subject to Article 12, within fourteen (14) working days of the date of receipt of the Regional Director's response under Step 3.

(e) **OPTIONAL GRIEVANCE MEDIATION**

**Following submission of a written grievance at Step 2, the Parties may mutually agree to non-binding mediation:**

- (i) **Either Party may propose the use of Grievance Mediation regarding a grievance dispute. Following such mutual agreement, the Parties will attempt to select a mutually agreeable Grievance Mediator.**

**Such Grievance Mediator may include a person named on the Government of Alberta Mediator Roster or a person named as a qualified or chartered Mediator from the ADR Institute of Alberta.**

**The Grievance Mediator shall be appointed following such mutual agreement between the Parties. Thereafter, such Grievance Mediator will meet with the Parties to investigate and define the issues in dispute and facilitate a resolution.**

- (ii) **If the Employer and Union cannot agree on a Grievance Mediator, the Parties will utilize the same selection process used by the Government of Alberta Department of Labour, Mediation Services when other parties are unable to agree to a specific Sole Arbitrator or Chairperson of a three (3) person Board of Arbitration. Once appointed pursuant to this process, such Grievance Mediator will meet with the Parties to investigate and define the issues in dispute and facilitate a resolution.**
- (iii) **The purpose of the Mediator's involvement in the grievance process is to assist the Parties in reaching a resolution of the dispute. Anything said, proposed, generated or prepared for the purpose of trying to achieve a settlement is to be considered privileged and will not be used for any other purpose.**
- (iv) **The Mediator may be requested to issue their non-binding recommendations to the Parties to resolve the dispute.**
- (v) **The grievance may be resolved by mutual agreement between the Parties.**
- (vi) **Referral of a matter to Grievance Mediation shall put the grievance / arbitration timelines in abeyance until the Grievance Mediation is completed; timelines shall be suspended until the process is**

**completed. Where Grievance Mediation does not resolve the grievance, the matter may be reactivated at the applicable Step of the Grievance Procedure.**

**(vii) The expenses of the Mediator shall be equally borne by both Parties.**

11.04 For the purpose of this Article, "working days" shall be Monday to Friday inclusive, however, excluding general holidays. Any of the time periods within this Article may be extended by the written mutual agreement of the parties.

**11.05 DEFAULT**

- (a) Should the Union not advance the grievance(s) to the next Step of the grievance procedure within the time periods herein, the grievance(s) shall be found abandoned.
- (b) Should the Employer not respond within the time periods herein, the Union shall be permitted to advance the grievance(s) to the next Step.
- (c) **Where a policy grievance arises, the grievance shall be submitted in writing at Step 2 of the grievance procedure.**

**11.06 Policy and Group Grievance**

- (a) A policy grievance shall be defined as any dispute involving a question of application or interpretation of the Collective Agreement. A group grievance is where a group of Employees have a grievance of a similar or like nature.
- (b) It is expressly understood that the provision of this clause may not be used to institute a grievance directly affecting an Employee or Employees which such Employee or Employees could themselves initiate and the regular grievance procedure shall not be thereby bypassed.
- (c) Where a policy grievance arises, the grievance shall be submitted in writing at Step 2 of the grievance procedure.

**11.07 Discharge Grievance**

A discharge grievance shall be submitted in writing at Step 2 of the Grievance Procedure within **ten (10)** working days of the discharge. The Administrator shall convene a grievance meeting within **ten (10)** working days of receipt of the grievance and shall render a decision in writing within **ten (10)** working days after that meeting. Should the discharge grievance not be resolved, the grievance may be advanced to Step 3 of the Grievance Procedure.

**Article 12 – Arbitration**

**12.01 Arbitration**

- (a) Failing a satisfactory settlement being reached in Step 3, either party may refer the grievance to **arbitration** within **fifteen (15)** working days of receipt of the Employer's response at Step 3 of the grievance procedure by giving notice to the

other party in writing. Upon referral to arbitration, the parties will appoint a mutually agreeable Arbitrator within fifteen (15) working days. In the event of failure to agree upon an Arbitrator, the Department of Mediation Services for the Province of Alberta shall be requested to appoint the Arbitrator.

- (b) Either party may give notice in writing to the other party to use a Board of Arbitration. Notice may be given at any point prior to the time at which a sole Arbitrator is appointed under paragraph (a). In such a case, the Arbitration will proceed before a Board and not a sole Arbitrator.

The Notice shall specify the name of that party's nominee to the Board. The other party shall have seven (7) calendar days in which to give notice of the name of its nominee. The two named members of the Board shall, within fifteen (15) working days, name a third member of the Board who shall be Chairperson. In the event of failure to agree upon a third person, the Department of Mediation Services for the Province of Alberta shall be requested to appoint a third person.

#### 12.02 Expenses of the Board

Each party shall pay:

- (a) The fees and expenses of the nominee it appoints;
- (b) One-half of the fees and expenses of the Chairperson, or sole Arbitrator; and,
- (c) Its own expenses including pay for witness.

No costs shall be awarded to or against any party.

#### 12.03 Amending of Time Limits

For the purpose of this Article, "working days" shall be Monday to Friday inclusive, however, excluding general holidays. Any of the time periods within this Article may be extended by the written mutual agreement of the parties.

- 12.04 Where two (2) or more Employees have the same grievance or the same type of grievance which are proceeding to arbitration they may be submitted to one (1) Board. It is understood that each grievor may have the right to make her own submission.

- 12.05 The procedure of the Board, or sole Arbitrator, shall be as outlined in the *Alberta Labour Relations Code*.

- 12.06 Nothing in the Collective Agreement shall prevent the Employer and the Union from mutually agreeing to alternate dispute resolution means for settling a grievance.

### **Article 13 – Seniority**

#### 13.01 Seniority Defined

- (a) Seniority for all Employees covered by this Collective Agreement shall be calculated on all hours paid and will continue to accrue when:

- (i) an Employee is on Workers' Compensation Board leave;
  - (ii) an Employee is on approved leave of absence by reason of non-occupational personal illness or injury; and,
  - (iii) an Employee who is on maternity, parental or adoption leave up to **seventy eight (78)** weeks; and,
  - (iv) an Employee who is on an approved leave of absence pursuant to clause 23.01 up to one (1) year.
- (b) Seniority entitlement under clauses 13.01(a)(i) through (iv) will be determined as follows:
- (i) The Employee's permanent position; and,
  - (ii) For an Employee who is occupying a temporary position, the hours of the temporary position until the temporary position ends during the leave of absence period and thereafter, the Employee's permanent position.
- 13.02 Seniority shall be accrued on a bargaining unit basis. Seniority shall include all service with the Employer prior to certification of the bargaining unit by the Union.
- 13.03 (a) The Employer shall update and post on the Union bulletin board the seniority list in January and July. Copies of the seniority lists will be provided to the Union at the time of posting.
- (b) An Employee, for her own seniority, or the Union, for all **Employees'** seniority, must notify the Employer of an alleged error in the seniority list within **forty-five (45)** calendar days of the posting of the most recent seniority list, otherwise the seniority will be deemed correct.

13.04 Loss of Seniority

The seniority and employment of an Employee shall terminate if she:

- (a) resigns or retires;
- (b) is discharged and is not re-instated;
- (c) is confirmed by the Employer to have abused a resident;
- (d) is laid off in excess of twelve (12) months;
- (e) is absent from work for two (2) or more consecutive shifts without notifying the Employer, unless a reason satisfactory to the Employer is provided;
- (f) fails to report for work as scheduled upon the conclusion of a leave of absence, vacation, suspension or layoff;
- (g) fails to report for work as scheduled following the later of the **Workers' Compensation Board of Alberta (W.C.B.)** notification that she is able to return to work, or such other W.C.B. decision rendered by an appeals board;

- (h) is a casual Employee and does not work within thirty (30) consecutive days **unless** her absence is due to illness or an approved leave of absence; or,
- (i) is promoted to a position outside of the bargaining unit and does not return to her in-scope position within eighteen (18) calendar months from the date of the promotion. The Employee shall have their seniority frozen until they return to a position covered by this Collective Agreement.

**13.05 Seniority Tie Break**

**In the event seniority hours 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 hours 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 pulling names from a hat.**

**Article 14 – Probation**

**14.01 (a) Full-time and Part-time Employees**

A newly hired full-time or part-time Employee shall serve a probationary period from her date of hire as set out in the *Full-time and Part-time Probation* table below. The probationary period may be extended beyond **the periods referenced below** for up to an additional three (3) calendar months upon mutual agreement, in writing, between the Employer and the Union **with notice to the Employee and a copy to the Union.**

| <b>Full-time and Part-time Probation</b>  |   |
|---|---|
| <b>Job Classification</b>   | <b>Probationary Period</b>                                    |
| Licensed Practical Nurse, Health Care Aide, Care Aide, Health Care Aide II, Unit Clerk  | 503.75 hours worked or six (6) months, whichever occurs first |
| Dietary Aide, Housekeeping Aide, Laundry Aide, Cook (all), Maintenance (all), Recreation Aide (all), Therapy Aide, Physio-Therapy Aide, Occupational Therapy Aide | 487.5 hours worked or six (6) months, whichever occurs first  |

(b) Casual Employees

A newly hired casual Employee shall serve a probationary period from her date of hire of at least the hours worked set out in the *Casual Probation* table below.

| Casual Probation  |                     |
|---|---------------------|
| Job Classification  | Probationary Period |
| Licensed Practical Nurse, Health Care Aide, Care Aide, Health Care Aide II, Unit Clerk  | 503.75 hours worked |
| Dietary Aide, Housekeeping Aide, Laundry Aide, Cook (all), Maintenance (all), Recreation Aide (all), Therapy Aide, Physio-Therapy Aide, Occupational Therapy Aide | 487.5 hours worked  |

**The probationary periods may be extended beyond the above periods for up to an additional three (3) calendar months upon mutual agreement, in writing, between the Employer and the Union with notice to the Employee and a copy to the Union.**

14.02 An Employee on probation will be entitled to the provisions of the Collective Agreement unless otherwise stated in the Collective Agreement and subject to the following.

- (a) The Employee on probation shall not accrue seniority during her probationary period. Upon completion of the probationary period, the Employee will be credited with seniority accumulated during the probationary period subject to Article 13.
- (b) The discharge of an Employee on probation shall be at the sole discretion of the Employer. However, the Employee on probation may grieve her discharge up to Step 3 of the Grievance Procedure set out in Article 11.

14.03 The Employer will, on or before the expiration of an Employee's probation period, confirm in writing **to the Employee**:

- (a) that she has successfully completed her probation, or
- (b) that she is unsuccessful and is, therefore, terminated from employment, unless the probation period is extended in accordance with clause 14.01.

**Article 15 – Layoff And Recall**

15.01 A layoff shall be defined as:

- (a) any reduction in the hours of a full-time Employee's position or

(b) a reduction in the hours of a part-time Employee's position of 25% or more.

15.02 In the event of a layoff, Employees shall be laid off in the reverse order of their seniority.

15.03 No new Employees shall be hired until those laid off have been given an opportunity for recall provided the Employee(s) on recall is qualified for the job classification.

15.04 Notice of Layoff

(a) The Employer shall provide the Union with a minimum of seven (7) days written notice of its intention to layoff Employee(s).

**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, discuss other factors relevant to the layoff, and discuss alternative methods to mitigate layoff impact on the department and Employee(s) affected.**

(b) After consultation with the Union, the Employer shall notify Employees who are to be laid off as follows:

(i) at least seven (7) days notice, if the Employee's period of employment is greater than three (3) months, but less than two (2) years, or

(ii) at least fourteen (14) days notice if the Employee's period of employment is two (2) years or more.

If the Employee laid off has not had the opportunity to work the seven (7) or fourteen (14) days as stated, after notice of layoff, the Employee shall be paid in lieu of work for the part of the seven (7) or fourteen (14) days during which work was not made available.

(c) The notice as addressed in this Article is a minimum period of notice and the Employer will provide as much advance notice of layoff as possible, but is required to pay in lieu of notice for only the period referred to above.

(d) In the event of an unforeseen event which disrupts or results in the discontinued operations of a facility and which event is beyond the control of the Employer, these notices of layoff provisions shall not be in effect. In that event, layoff will be handled in accordance with the *Employment Standards Code*.

15.05 Employee's Layoff Options

(a) The Employer shall meet with the Union and the affected Employee(s) to review the available options regarding layoff.

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

(i) accept the layoff **and be placed on the recall list**; or



- (ii) displace an Employee who has the same or fewer posted hours and who has less seniority and providing that the Employee who is originally subject to the layoff is qualified following an offered orientation period to perform the work.
- (c) The Employee's decision to choose option (i) or (ii) above shall be given in writing to the Administrator within three (3) days, exclusive of Saturday, Sunday and general holidays, following the notification of layoff. Employees failing to respond within this deadline will be deemed to have accepted the layoff and be placed on the recall list.

15.06 Recall

- (a) Employees shall be recalled in the order of their seniority provided they are willing, able and qualified to do the work.
- (b) The Employer shall send **recall** notice by registered mail to the Employee's last known address which such notification shall be deemed to be received after the seventh (7<sup>th</sup>) day of mailing. Such notice shall state the position to which the Employee is being recalled, the date and time at which the Employee should report to work.
- (c) An Employee who is recalled to work must return to work within seven (7) days of the deemed notification if unemployed and within fourteen (14) days of the deemed notification if employed elsewhere. Employees failing to respond within this deadline will be deemed to have resigned employment with the Employer.
- (d) It is the sole responsibility of the Employee to maintain her current address with the Employer.
- (e) An Employee shall lose all seniority and shall be deemed to have terminated her employment with the Employer on the expiry of twelve (12) months from the effective date of layoff.

15.07 Grievance of Layoffs and Recalls

Grievances concerning layoffs and recalls shall be initiated at Step 2 of the grievance procedure.

15.08 In the event of a vacancy, Article 16 shall not apply until the recall process has been completed.

15.09 Article 15 shall not apply to probationary or casual Employees.

**Article 16 – Vacancies and Job Postings**

16.01 Vacancies and Job Postings

- (a) When the Employer creates a new position or determines there is a vacancy, the Employer shall post notice of the position (job posting) in the facility to which the job posting applies for one (1) calendar week. The job posting shall include the job classification, qualifications, regularly scheduled hours, basic hourly rate of

pay, the anticipated start date (which is subject to change), and the application deadline date.

In the event there are no qualified applicants from within the facility, within one (1) calendar week of the conclusion of the original job posting, the Employer shall forward the job posting to all other facilities where it will be posted for one (1) calendar week.

- (b) The Employer shall forward copies of job postings to the Union at the time of posting.
- (c) The Employer will notify the Union when a vacant position will not be filled or when a full-time or part-time position will be changed.
- (d) Qualifications for the position shall be consistent with the responsibilities specified in the job document. The Employer will provide to the Union a copy of the job document for job classifications set out at Schedule "A".

16.02 Applications for job postings shall be made in writing to the Employer.

16.03 (a) Job postings shall be awarded on the basis of qualifications established by the Employer for the position and seniority. Provided the Employee meets the Employer's qualifications, seniority shall then be used in awarding the job posting.

(b) The Employer will post and notify the Union of the name of the successful applicant within ten (10) calendar days of the application deadline date.

(c) Vacancies of up to sixty (60) **calendar** days will be filled by first scheduling part time Employees and then casual Employees into the vacancies on the basis of qualifications, seniority, and employee availability.

16.04 Trial Period

(a) General

An Employee awarded a position in a different job classification shall serve a trial period of hours worked as set out in the *Trial Period Hours* table below or twenty-two (22) shifts worked, whichever occurs first except for trial periods of a position in a specialized care unit. During the trial period, if the Employer finds the Employee to be unsatisfactory in her job performance in the position, or if the Employee requests, the Employee shall be returned to her former permanent position at her previous basic hourly rate of pay and without loss of seniority.

| Trial Period Hours   |                    |
|--|--------------------|
| Job Classification   | Trial Period       |
| Licensed Practical Nurse, Health Care Aide, Care Aide, Health Care Aide II, Unit Clerk | 170.5 hours worked |

| Trial Period Hours  |                  |
|---|------------------|
| Job Classification  | Trial Period     |
| Dietary Aide, Housekeeping Aide, Laundry Aide, Cook (all), Maintenance (all), Recreation Aide (all), Therapy Aide, Physio-Therapy Aide, Occupational Therapy Aide | 165 hours worked |

(b) Specialized Care Units

For positions located within specialized care units, the trial period shall be the hours worked as set out in the *Trial Period Hours – Specialized Care Units* table below or thirty-three (33) shifts, whichever occurs first. During the trial period, if the Employer finds the Employee to be unsatisfactory in her job performance in the position, or if the Employee requests, the Employee shall be returned to her former permanent position at her previous basic hourly rate of pay and without loss of seniority.

| Trial Period Hours – Specialized Care Units   |                     |
|---|---------------------|
| Job Classification  | Trial Period        |
| Licensed Practical Nurse, Health Care Aide, Care Aide, Health Care Aide II, Unit Clerk  | 255.75 hours worked |
| Dietary Aide, Housekeeping Aide, Laundry Aide, Cook (all), Maintenance (all), Recreation Aide (all), Therapy Aide, Physio-Therapy Aide, Occupational Therapy Aide | 247.5 hours worked  |

16.05 Temporary Position

- (a) A “temporary position” shall mean a vacant position created by an Employee’s absence, paid or unpaid, expected to exceed sixty (60) calendar days or when the Employer creates a position for a limited time period of at least sixty (60) calendar days. The temporary position will be posted and awarded in accordance with clauses 16.01, 16.02, 16.03, and 16.04.
- (b) Upon the return of the incumbent Employee from her absence, she shall have the right to return to her former position if it still exists. If the position does not exist, the Employee may exercise her rights under the Collective Agreement. In instances where an Employee returns to work prior to the estimated date of return, the Employer shall not be liable for payments to the displaced Employee(s).
- (c) In the event a part-time or casual Employee is the successful applicant for a temporary position, she shall retain her part-time or casual Employee status for the duration of the temporary position.

- (d) An Employee bidding for a temporary position will not be considered for the temporary position if she is not available for the duration of the temporary position.
- 16.06 (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 17 – Hours of Work**

- 17.01 The normal hours of work for full-time Employees shall be as set out in Schedule 'C' – Full-time Hours exclusive of an unpaid meal period.
- 17.02 (a) There shall be one (1) fifteen (15) minute rest period assigned within each half of a full-time shift as defined in clause 17.01 above.
- (b) There shall be one (1) thirty (30) minute meal period assigned during the day as defined in clause 17.01 above. Employees who wish to leave the Facility at meal periods shall first inform their supervisor.
- 17.03 **Master Schedules**
- The following provisions shall apply to the master schedules of Full-time Employees and Part-time Employees. For the purposes of this clause, 'Employee' shall refer only to Full-time Employees and Part-time Employees.
- (a) The shift commencing closest to midnight shall be considered the first shift of the day.
  - (b) The Employer shall endeavour to create master schedules that provide consecutive days off unless otherwise agreed by the Employee.
  - (c) Where the Employer determines that hours of work must be scheduled on weekends for a given job classification, weekend work shall be shared equally among Employees unless otherwise mutually agreed by the Employer and the Employee and the Union.
  - (d) There shall be no split shifts unless otherwise mutually agreed by the Employer, Employee(s) and the Union.
  - (e) An Employee's master schedule will provide time off between scheduled full-time shifts or with a changeover of shifts as follows.

| <b>Time Off Between Full-time Shifts /<br/>Changeover of Shifts</b> |  |
|---|--|
| <b>Full-time Shift<br/>(Hours)</b>                                  | <b>Time Off Between<br/>Shifts (Hours)</b> |
| 8   | 15.5                                       |
| 7.75  | 15.75                                      |
| 7.5   | 16.0                                       |

A shorter period of time between full-time shifts or with a changeover of shifts may be scheduled by the mutual agreement in writing of the Employee, the Union and the Employer.

- (f) Master schedules of at least four (4) weeks in duration shall be posted not less than fourteen (14) calendar days in advance.
  - (g) Except for call-in shifts (relief assignments), or for circumstances beyond the Employer's control, or where otherwise mutually agreed between the Employee and the Employer, there will be no changes to an Employee's schedule with less than seven (7) calendar days' notice. 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.
- 17.04 Except in cases of an emergency, an Employee shall not be required to work more than six (6) consecutive calendar days without receiving a day or days off except as mutually agreed between the Employee(s), the Employer and the Union.
- 17.05 If an Employee reports for work and is told there is no work, she will be guaranteed a minimum of two (2) hours pay at her basic hourly rate of pay whether she is required to remain at work or leave immediately. When an Employee is called in for an emergency shift, she shall receive a minimum of three (3) hours pay at her basic hourly rate of pay.
- 17.06 Employees who are required to report back to work within the hours identified in clause 17.03(e) after completing their regular scheduled full-time shift shall be paid at the appropriate overtime rate for a minimum of three (3) hours or the actual hours worked, whichever is greater, upon reporting.
- 17.07 (a) Employees wishing to exchange shifts shall submit the completed shift exchange form to their supervisor for approval not less than five (5) days prior to the exchange of work taking place notwithstanding extenuating circumstances.
- (b) The Employer shall not be responsible or liable for overtime or non-compliance with the Collective Agreement which may arise as a result of the exchange of shift(s).
- 17.08 A shift shall be deemed to fall entirely within the calendar day in which the majority of hours fall regardless on which calendar day the shift commences.

17.09 Applicable for all but VL:

Extra shifts or hours of work shall be offered to qualified part time Employees in order of seniority before casual staff provided that it does not result in an overtime payment of part time Employees unless payment of overtime is unavoidable.

17.10 If an Employee is called into work within one (1) hour of the scheduled starting time of the shift and the Employee commences work within one (1) hour of the scheduled start time of the shift, then the Employee will be paid for the entire shift provided she completes the shift for which she was called in.

### **Article 18 – Overtime**

18.01 The Employer shall determine when overtime is necessary and for what period of time it is required.

18.02 All authorized time worked in excess of the daily or bi-weekly full-time hours of the facility and given job classification (overtime) shall be paid as follows:

(a) On a regular work day: time and one-half (1½X) her basic hourly rate of pay for the first two (2) hours worked and double time (2X) thereafter.

(b) On a regular scheduled day off: a full-time Employee required to work on her scheduled days off shall be paid the following, unless the Employee is given at least seven (7) calendar days' notice of the change of schedule.

(i) for the first scheduled day off worked, at one and one-half times (1½X) her basic hourly rate of pay for the first two (2) hours worked and double time (2X) thereafter, and

(ii) for the second and subsequent consecutive scheduled days off worked, at double time (2X) her basic hourly rate of pay for the hours worked.

If an Employee is scheduled for and works a full-time shift on a seventh (7<sup>th</sup>) or more consecutive calendar day, she shall be paid at the rate of one and one-half times (1½X) her basic hourly rate of pay for the first two (2) hours worked and double time (2X) thereafter. This provision shall not apply for shifts exchanged by Employees.

The Employer, the Employees and the Union may mutually agree to extend the maximum consecutive calendar days scheduled to seven (7).

18.03 Where mutually agreed by the Employer and the Employee, the Employee may receive time off in lieu of overtime (banked overtime). For clarity, the Employer will not require an Employee to bank overtime against her wishes.

Banked overtime shall be credited at the equivalent of the actual time worked adjusted by the applicable overtime rate and taken at a time mutually agreed by the Employer and the Employee. Banked overtime shall be taken within thirty (30) days from the date the overtime was worked.

18.04 There shall be no pyramiding of overtime rates.

18.05 The Employer shall not reduce a Full-time or Part-time Employee's regular hours of work to compensate for any overtime hours worked.

## **Article 19 – Premiums**

### 19.01 (a) Charge Premium

When a supervisor or more senior management personnel is not on duty, the Employer may assign an Employee to be in charge of the entire facility and all of its residents. The Employee assigned to be in charge shall be paid a premium of one dollar and fifty cents (\$1.50) per hour for each hour worked with such designated charge duty.

### (b) Responsibility Premium

When an out-of-scope supervisor or more senior management personnel is not on duty, the Employer may assign an Employee to be responsible for the department. When an Employee is assigned such responsibility, she shall be paid a premium of seventy-five cents (\$0.75) per hour for each hour worked with such responsibility assignment.

### 19.02 Weekend Premium

When an Employee works any hours within the fifty-six (56) hour period over Saturday and Sunday, designated by the Employer as the weekend, she shall be paid an additional three dollars and twenty-five cents (\$3.25) per hour for all hours worked within designated period.

### 19.03 Shift Premium

#### (a) Evening Shift Premium

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

**Effective the first pay period in January 2020, where the majority of hours of the shift fall between fifteen hundred (1500) hours and twenty-three hundred (2300) hours, a shift differential of two dollars and sixty cents (\$2.60) per hour shall be paid to Employees for each hour worked.**

#### (b) Night Shift Premium

Where the majority of hours of the shift fall between twenty-three hundred (2300) hours and zero seven hundred (0700) hours, a shift differential of four dollars and twenty-five (\$4.25) per hour shall be paid to Employees for each hour worked.

19.04 The premiums set out under Article 19 shall not be considered as part of the Employee's basic hourly rate of pay.

## **Article 20 – General Holidays**

20.01 (a) The Employer recognizes the following general holidays:

- |                         |                              |
|-------------------------|------------------------------|
| (i) New Year's Day      | (vii) Labour Day             |
| (ii) Alberta Family Day | (viii) Thanksgiving Day      |
| (iii) Good Friday       | (ix) Remembrance Day         |
| (iv) Victoria Day       | (x) Christmas Day            |
| (v) Canada Day          | (xi) Boxing Day              |
| (vi) Civic Holiday      | (xii) Two (2) Float Holidays |

and any other general holiday proclaimed by the Provincial or Federal government.

(b) The Float Holiday

- (i) Full-time Employees on staff at January 1 shall be entitled to two (2) float holidays to be taken at a time mutually agreed upon within the same calendar year. Employees who successfully bid into a full-time position after January 1 will be eligible for the float holidays after thirty (30) calendar days following the start date of the full-time posting.
- (ii) The Float Holiday shall not be taken during the period December 15<sup>th</sup> and January 15<sup>th</sup>. The Float Holidays shall be taken at a time mutually agreed upon by the Employee and the Employer. Agreement to the Employee's preference as to the choice of Float Days will not be unreasonably withheld.
- (iii) The Float Holiday shall not be carried over from one calendar year to the next.

20.02 An Employee is not entitled to general holiday pay if she:

- (a) does not work on a general holiday when scheduled to do so, unless the absence is due to illness;
- (b) is absent on a general holiday and in receipt of bereavement pay, sick pay, W.C.B. benefits or jury duty pay;
- (c) is absent from work without the consent of the Administrator on her scheduled shift immediately preceding and/or immediately following a general holiday, unless due to illness; or
- (d) is on leaves of absence in excess of two (2) weeks.

20.03 Named Holiday Pay

- (a) Employees working on a general holiday, except for Christmas Day, will be paid at one and one-half times (1½X) her basic hourly rate of pay for all hours worked on a general holiday.
- (b) Employees working Christmas Day will be paid at double-time (2X) her basic hourly rate of pay for all hours worked thereafter on Christmas Day.



## 20.04 General Holiday Pay

### (a) Full-time Employees

- (i) A full-time Employee working on a general holiday will receive one (1) additional day off with pay (holiday-in-lieu) to be taken within four (4) weeks before or after the general holiday unless otherwise agreed between the Employee and the Employer. Failing agreement, the Employer may schedule the holiday-in-lieu or pay the Employee for the holiday-in-lieu.
- (ii) If a general holiday falls on a regular day off of a full-time Employee who is entitled to general holiday pay, the Employee shall receive one (1) additional day off with pay (holiday-in-lieu) to be taken within four (4) weeks before or after the general holiday unless otherwise agreed between the Employee and the Employer. Failing agreement, the Employer may schedule the holiday-in-lieu or pay the Employee for the holiday-in-lieu.

### (b) Part-time Employees

Part-time Employees entitled to general holiday pay will be paid 5% of their paid hours, excluding overtime hours, in each pay period in lieu of general holiday pay.

20.05 If a general holiday falls within a full-time Employee's vacation and the Employee would have been entitled to the general holiday pay if she had not been on vacation, then the Employee shall receive a holiday-in-lieu in accordance with clause 20.04(a).

20.06 All Employees are required to be available to work either Christmas Day or New Year's Day each year on an alternating basis.

## Article 21 – Vacation

21.01 (a) Vacation credits will be earned during the vacation year for use in the vacation year immediately following except by mutual agreement between the Employer and the Employee.

### (b) Vacation year defined:

- (i) For Bonnyville, Leduc, St. Paul, Viking – July 1<sup>st</sup> to June 30<sup>th</sup> of the following calendar year.
- (ii) For Fort MacLeod, Vulcan – January 1<sup>st</sup> to December 31<sup>st</sup> of the same calendar year.

### 21.02 Discretionary Vacation

For full-time and part-time Employees, a maximum of one (1) week of vacation entitlement may be used on a discretionary basis. The remaining vacation entitlement will be taken in time blocks of no less than one (1) week.

For the purposes of this provision:

- (a) For discretionary vacation, "one (1) week of vacation" shall mean five (5) days.
- (b) For taking vacation in time blocks of no less than one (1) week, for a full-time Employee, one (1) week shall mean five (5) working shifts in a seven (7) consecutive calendar day period and for part-time Employees, one (1) week shall mean seven (7) consecutive calendar days.

#### 21.03 Vacation Scheduling

- (a) Vacation requests shall be subject to operational requirements of the Employer.
- (b) Employees may submit to the Employer in writing their vacation request(s) prior to May 1<sup>st</sup> of the same calendar year. Vacation requests received prior to May 1<sup>st</sup> will be considered on a seniority basis. The Employer shall post the vacation schedule following the May 1<sup>st</sup> deadline not later than May 31<sup>st</sup>.
- (c) For vacation requests submitted to the Employer after May 1<sup>st</sup>, such request(s) shall be submitted in writing at least two (2) weeks in advance of the requested vacation time and will be considered on a first-come, first served basis.
- (d) In order to schedule days off for Employees at either Christmas or New Year's, vacation will not normally be approved for the period from December 15<sup>th</sup> of one year to January 15<sup>th</sup> of the following year.
- (e) The Employer will post Employees' remaining vacation by,
  - (i) For Bonnyville, Leduc, St. Paul, Viking – February 1st, and
  - (ii) For Fort MacLeod, Vulcan – August 1st.

If an Employee has not submitted to the Employer a written request for their remaining vacation by,

- (iii) For Bonnyville, Leduc, St. Paul, Viking – March 15th, and
- (iv) For Fort MacLeod, Vulcan – September 15th,

once they have been notified of their remaining vacation, the Employer may, notwithstanding Letter of Understanding #1- Waiving of Vacation, unilaterally schedule any remaining vacation time prior to the conclusion of the vacation year.

The foregoing shall not apply to discretionary vacation.

#### 21.04 Vacation Time and Pay Entitlement

- (a) Vacation entitlement is earned vacation time based on the Employee's length of continuous service with the Employer at the conclusion of the preceding vacation year.
- (b) Vacation pay will be based on a percentage of gross earnings, inclusive of the Employee's vacation pay, during the preceding vacation year.

- (c) Schedule "D" – Vacation Time and Pay Entitlement – **shall apply for calculating rates of earning of vacation time and vacation pay.**
  - (d) Casual Employees shall be paid vacation pay on each pay deposit.
- 21.05 If an Employee requests, in writing, four (4) weeks in advance of the start of his/her approved vacation period, the Employer will pay to the Employee her vacation pay prior to the Employee commencing her vacation.
- 21.06 In the event an Employee's employment is terminated, she shall be paid unused earned vacation pay.
- 21.07 An Employee hospitalized during her scheduled vacation shall have the period of hospitalization rescheduled as vacation at a mutually convenient time. Vacation rescheduled for this purpose shall not exceed five (5) working days. The Employee shall provide to the Employer written proof of hospitalization.

**Article 22 – Income Protection**

22.01 Income Protection Defined

The Union and the Employer agree that income protection is provided for the sole and only purpose of protecting Employees against loss of income resulting from non-occupational personal illness or injury which renders the Employee unable to perform her regular duties. Employees will arrange for medical and dental appointments outside their working hours where possible. If this is not possible, then income protection credits may be used for time off for such appointments.

22.02 Income Protection Credits

- (a) Employees will earn income protection credits according to the following formula to a maximum of nine hundred and seventy-five (975) hours, or in the case of Licensed Practical Nurses, to a maximum of one thousand and seven point five (1007.5) hours.

$$\frac{1.5 \times \text{Hours of a Full-time Shift}^1}{\text{Full-time Bi-weekly Hours}^1 \times 26/12} \times \text{Hours Worked} = \text{Income Protection Credits Earned}$$

<sup>1</sup> For the job classification in which the hours were worked.

- (b) Full-time and part-time Employees will accumulate income protection credits pursuant to clause 22.02(a) effective their date of hire. Once the full-time or part-time Employee has successfully completed her probationary period, she will be able to access her income protection.
- 22.03 Once income protection credits are earned they may be used when an Employee cannot perform her regular duties due to non-occupational personal illness or injury. Full-time and part-time Employees will be paid for each hour of absence from their regularly scheduled shifts at her current basic hourly rate of pay to the extent she has accumulated income protection credits. Income protection credits paid will be deducted from the Employee's accumulated income protection credits.

#### 22.04 Proof of Illness

The Employer may require an Employee to provide a certificate from a medical practitioner for any illness verifying that she was unable to carry out her duties due to personal illness or injury.

#### 22.05 Notification of Absence

- (a) Employees who will be absent from scheduled shifts due to personal illness or injury must notify their supervisor as soon as possible and at least one (1) hour prior to the beginning of their scheduled shift in order that a replacement may be arranged or duties redistributed. Employees shall provide the Employer with at least four (4) hours advance notice of absence due to personal illness or injury for the evening and night shifts.
- (b) Employees shall inform the Facility of the expected length of any absence, keep the Facility informed of their personal illness or injury during an absence of unspecified length, and give adequate notice of availability to return to work. An Employee may be sent home without pay should she arrive at work without giving adequate notice of her availability to return to work.
- (c) Prior to returning to work from personal illness or injury, the Employer may require an Employee to provide a certificate from a medical practitioner confirming the Employee's fitness to return to work and perform her regular duties.

22.06 An Employee will be advised of her accumulated income protection credits in the month of January of each year.

22.07 An Employee who is on an unpaid leave of absence or is laid off and remains on the recall list shall not earn income protection credits during the absence period. Upon her return to work with the Employer at the conclusion of the leave of absence or upon recall from layoff, she shall retain her accumulated income protection credits if any existed at the time of such leave of absence or layoff commenced.

22.08 When an Employee who resigned from employment at an C.U.P.E. certified Extending care facility is hired by the Employer within thirty (30) days of her resignation, the Employer will recognize her accrued and unused income protection credits from that Extending care facility as at the date of her resignation.

#### 22.09 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 income protection 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 23 – Leaves of Absence**

### **23.01 Union Leave**

- (a) Leave of absence without loss of pay or benefits shall be granted to Local representatives for the purpose of attending Union conventions, seminars, workshops subject to the replacement of the Local representative at no additional cost to the Employer. It is understood that requests for such Union leave must be made to the Employer in writing at least two (2) weeks in advance except in emergency circumstances and that Union shall reimburse the Employer for the costs of the aforementioned pay and benefits. Such Union leave shall not exceed eight (8) working days at any one time and at no time shall the Union leave be granted to more than two (2) Employees. The Union agrees to reimburse the Employer for the pay and benefits within two (2) weeks of receipt of the Employer's invoice.
- (b) One (1) Employee who is elected for a full-time position with the Union shall be granted a leave of absence without pay and benefits and without loss of seniority for a maximum period of one (1) year. Such leave of absence shall be renewable for a further term upon written request to the Employer. It is agreed that for the purpose of Workers Compensation Board (WCB) coverage, an Employee of such Union leave is deemed to be employed by the Union and not by the Employer. Further, with respect to benefits, such Employee shall have the right to pay the full benefit premiums including the Employer's share of benefit premiums, if any, during the period of the Union leave of absence, all of which is subject to the approval of the benefit plan carrier.

### **23.02 Maternity, Parental, and Adoption Leave**

- (a) Employees who have completed **ninety (90) calendar days** of continuous employment with the Employer who qualify will be eligible for:

- (i) **Maternity Leave**

Upon at least four (4) weeks advance written request indicating the anticipated start and return to work dates, a leave of absence without pay and without loss of seniority shall be granted to a maximum of **sixteen (16)** weeks.

**An Employee who does not give her Employer prior notice of maternity leave before starting it is still entitled to maternity leave if, within two (2) weeks after she ceases to work, she provides her Employer with a medical certificate:**

- a) **Indicating that she is not able to work because of a medical condition relating to her pregnancy, or**
- b) **giving the estimated or actual date of delivery.**

(ii) **Parental and Adoption Leave**

To qualify, the Employee shall be the mother, father or the adoptive parent of a child. Upon at least four (4) weeks advance written request indicating the anticipated start and return to work dates, **unless the medical condition of the birth mother or child makes it impossible to comply with this requirement or the date of the child's placement with the adoptive parent was not foreseeable**, a leave of absence without pay and without loss of seniority shall be granted to a maximum of **sixty-two (62)** weeks.

- (b) On return from maternity or parental leave, the Employee will be placed in her former regularly scheduled position, if it still exists. If the position no longer exists, such Employee will have access to the bumping and layoff provisions as applicable within the Collective Agreement.
- (c) Seniority and service will continue to accrue during the approved maternity and parental leave consistent with the Employee's master rotation at the time the said leave commenced.
- (d) Unless otherwise specified within this Collective Agreement, all other matters pertaining to the maternity and parental leave shall be referenced against provincial legislation governing maternity and parental leave.

**Unless otherwise specified within this Collective Agreement, all other matters pertaining to adoption leave shall be referenced against provincial legislation governing adoption leave.**

23.03 **Bereavement Leave**

- (a) In the event of the death of an immediate family member of the Employee, she shall be granted a leave of absence without loss of pay and benefits of up to three (3) working days. Additional leave of up to two (2) working days without loss of pay and benefits for the purpose of travel to and from the funeral – if traveling four hundred and fifty (450) or more kilometers one way – shall be authorized by the Employer for the Employee to attend the funeral. If the Employee requires further time off from work in such cases, she may request a general leave of absence.
- (b) For the purpose of bereavement leave, "immediate family" of an Employee will include spouse (including common-law spouse and same-sex partner), child, parent, brother, sister, grandparents, grandchildren of the Employee, legal guardian, parents-in-law, sister-in-law, brother-in-law, son-in-law, daughter-in-law, stepchildren, and step-parent of the Employee.
- (c) In the event of the death of another relative or close friend, the Employer may, subject to operational requirements, grant up to one (1) working day off without pay and benefits for the Employee attend the funeral services.

#### 23.04 Juror or Court Witness Leave

A leave of absence will be granted to an Employee who serves as a juror or is subpoenaed as a witness to any court. The Employer will pay the Employee the difference between her regular earnings, based on her regularly scheduled hours, and the payment she receives **servicing as a juror** or as a court witness (excluding payment for travel, meals and accommodation). The Employee shall present proof of service and the amount of pay received. The Employee shall notify the Employer as soon as possible of her selection for jury duty or subpoena as a court witness.

#### 23.05 Leaves of Absence

The following provisions are applicable to all leaves of absence unless 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 a leave of absence shall be at the discretion of the Employer and shall be subject to the efficient operation of the Employer, however, such approval shall not be unjustly withheld. 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 13.04.
- (d) An Employee shall not work for gain during the leave of absence without the written consent of the Employer.
- (e) An Employee wishing to extend her leave of absence shall submit in writing to the Employer as early as possible 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 23.05(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) Prepayment of the group benefit plan premiums during the unpaid leave of absence period **shall be in accordance with clause 25.08.**

## **Article 24 – Payment of Wages**

24.01 (a) The Employer shall pay wages in accordance with Schedule “A” on a bi-weekly basis. Payday shall normally be alternate Wednesdays. If a payday falls on a general holiday, the payday will normally be the day prior to the general holiday.

(b) **Direct Deposit**

An Employee’s pay will be directly deposited bi-weekly into the Employee’s bank account at a **financial** institution of the Employee’s choice. **Pay advice information shall be made available in electronic fashion to Employees on or before payday.**

24.02 **Temporary Work Assignment**

When an Employee is temporarily assigned by the Employer to work in a higher paying job classification within the bargaining unit of a full shift or more, the Employee shall be paid at the basic hourly rate of pay of the higher paying job classification next higher than her current basic hourly rate of pay for all hours so worked.

24.03 **Recognition of Previous Experience**

(a) For newly hired LPNs only, where the Employee has recent related LPN experience 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 LPN wage grid. Part-time service shall be recognized on a pro-rata basis with one (1) year of experience recognized for each 2015 paid hours in the qualifying period.

It shall be the responsibility of the newly hired LPN to provide the Employer with 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, but this will not disqualify her from appropriate placement on the wage grid.

(b) For newly hired Healthcare Aides and Care Aides only, where the Employee has recent related experience satisfactory to the Employer, the Employer will recognize such experience provided not more than three (3) 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 Care Aide or HCA wage grid.

Part time service shall be recognized on a pro-rata basis with one (1) year of experience recognized for every multiple of paid hours equal to the annual hours for the Healthcare Aide and Care Aide job classification of the given facility in the qualifying period.



It shall be the responsibility of each newly hired Healthcare Aide and Care Aide to provide the Employer with 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 but this will not disqualify her from appropriate placement on the wage grid.

#### 24.04 Errors on Pay Cheque

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

If an Employee is overpaid, Extencicare will collect the overpayment after it has arranged a reasonable repayment schedule with the Employee. The minimum bi-weekly re-payment will be fifty dollars (\$50.00) per pay period.

**If the Employee resigns or is terminated for just cause, the amount owing will be deducted from their final pay cheque or other funds due on termination of employment.**

#### 24.05 Extencicare Service Recognition

##### (a) Employees Hired by Another Facility

An Employee who is hired by the Employer within four (4) months of termination from any previous Extencicare Facility shall be employed as a new Employee.

Upon successful completion of her probation period, the Employee shall be credited for service accrued at the previous Facility (based upon hours worked) for the purposes of placement on the wage grid. The Employee shall also be credited for years of continuous service completed at the previous Facility for the purpose of vacation accrual.

##### (b) Employees Re-hired at the Same Facility

An Employee who is re-hired by the Employer at the same Facility within four (4) months of the effective date of her resignation:

(i) If re-hired in the same job classification:

(1) If the Employee had successfully completed her probation period at the time of her resignation, she shall not re-serve the probation period; if the Employee had not successfully completed her probation period at the time of her resignation, then she shall re-serve the probation period in accordance with Article 14;

(2) Notwithstanding the application of clause 24.03 where applicable, the Employee shall be credited for service accrued at the Facility (based

upon hours worked) for the purposes of placement on the wage grid;  
and,

(3) The Employee shall be credited for years of continuous service completed at the Facility for the purpose of vacation accrual.

(ii) If re-hired into a different job classification:

(1) The Employee shall re-serve the probation period in accordance with Article 14;

(2) Notwithstanding the application of clause 24.03 where applicable, the Employee shall be placed at the starting basic hourly rate of pay of the new job classification; and,

(3) The Employee shall be credited for years of continuous service completed at the Facility for the purpose of vacation accrual.

### **Article 25 – Group Benefit Plans**

25.01 Full-time and part-time Employees who have completed their probationary period are eligible to participate in any of the following group benefit plans. For full-time Employees who choose to participate, the Employer agrees to pay the share of the benefit premium for the given benefit plan as set out in Schedule “B”. For part-time Employees who choose to participate, the Employer agrees to pay a share of the benefit premium subject to pro-rating provisions as set out in the Collective Agreement and subject to the terms and conditions of the group benefit plans.

Casual Employees shall not be entitled to participate in the group benefit plans.

An Employee’s enrollment into a group benefit plan shall be the first day of the month following the month they make the decision to participate in the benefit plan.

25.02 Any problems an Employee has with respect to the benefit plan carrier acknowledging or honouring a benefit claim(s) is strictly a matter between the Employee and the benefit plan carrier. Without limiting the generality of the foregoing, the Employer is not the insurer and shall have no liability to honour any benefit claim(s) rejected by the benefit plan carrier.

25.03 The Employer reserves the right to change the benefit plan carrier of any group benefit plan. The Employer will notify the Union if it intends to change the benefit plan carrier and the new benefit plan carrier will provide at least the same coverage as the current group benefit plan provides.

25.04 Full-time and part-time Employees who have elected to enroll in a particular group benefit plan may withdraw from the group benefit plan at any time. An Employee who has not enrolled in or has previously withdrawn from a group benefit plan may enroll late or re-enroll in a group benefit plan subject to the benefit plan carrier’s approval and any conditions imposed by the benefit plan carrier including, but not limited to, limits on coverage for a defined time period.

As part of the conditions for late enrolment or re-enrolment into the group benefit plans, initial benefits shall be limited as follows:

- (a) Life Insurance and AD & D – upon approval by the benefit plan carrier.
- (b) Dental Plan – \$250 maximum benefit per insured person for twelve (12) months from the effective date of coverage.
- (c) Extended Health Care
  - (i) Drugs – \$150 maximum benefit per insured person for twelve (12) months from the effective date of coverage.
  - (ii) Hearing – No benefit for six (6) months from the effective date of coverage.
  - (iii) **Effective April 1, 2020 the Employer shall provide a vision care plan with reimbursement of \$200 every twenty-four (24) months for eyeglasses or contact lenses, or medically necessary contact lenses. Premium sharing shall be: Employer fifty percent (50%), Employee fifty percent (50%).**

Exception

If an Employee is requesting coverage for dental or extended health care benefits which were lost under a spouse's plan and the Employee makes such request within thirty-one (31) days from the date the spousal insurance ceases, the foregoing limits will not apply.

25.05 Group Benefit Plans

(a) Dental Plan

The Employer will pay the benefit premium cost share set out in Schedule "B" for a dental plan for eligible participating full-time Employees providing that such Employee pays the remaining benefit plan premium through payroll deduction.

The dental plan shall provide:

- (i) one hundred percent (100%) coverage of the cost of routine dental care and fifty percent (50%) coverage of the cost of major restorative care to a maximum of \$1,000 per insured per calendar year in the first year of coverage and to a maximum of \$1,500 per insured per calendar year thereafter, and
- (ii) fifty percent (50%) coverage of the cost of orthodontic treatment for Employees, spouses and dependent children to a lifetime maximum per insured of \$1,000.00.

(b) Extended Health Care

The Employer will pay the benefit premium cost share set out in Schedule "B" for an extended health care (EHC) plan for eligible participating full-time Employees

providing that such Employee pays the remaining benefit plan premium through payroll deduction.

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

- (i) Deductible: \$15/calendar year; not applicable to prescription drugs;
- (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 max annual benefit with no per visit fee cap;
- (iv) Semi-private hospital accommodation; and
- (v) Hearing Aid: \$500 maximum benefit every three years per insured.

**(c) Vision Care**

**Effective April 1, 2020.**

**The Employer shall provide a vision care plan with reimbursement of two hundred dollars (\$200.00) every twenty four (24) months for eyeglasses or contact lenses, or medically necessary contact lenses.**

**Premium sharing shall be: Employer fifty percent (50%), Employee fifty percent (50%).**

**(d) Life Insurance and Accidental Death and Dismemberment (AD&D) Coverage**

The Employer will pay the benefit premium cost share set out in Schedule "B" to provide life insurance and accidental death and dismemberment (AD&D) coverage for eligible participating full-time Employees in the amount of one (1) times the Employee's annual earnings to a maximum of \$200,000 which shall terminate at age seventy (70) or upon retirement, whichever occurs first.

25.06 When a casual Employee is a successful applicant for a permanent full or part-time position pursuant to Article 16, the Employer will advise such Employee of their eligibility to participate in any of the aforementioned group benefits subject to the terms and conditions outlined in the Collective Agreement.

**25.07 Part-time Employees – Benefit Premium Cost Share**

- (a) The Employer's payment of the benefit premium cost share set out in Schedule "B" for part-time Employees shall be on a pro-rated basis of hours regularly worked by the part-time Employee in relation to the full-time bi-weekly hours for

the job classification in which the Employee holds a part-time position as outlined in Schedule "C".

- (b) The pro-rated Employer payment of the benefit premium cost share as specified in clause 25.07(a) will be updated by the Employer every six (6) months. The part-time Employee's paid hours during the preceding six (6) months shall be used for the pro-rated calculation for the following six (6) month period. The pro-rated Employer benefit premium cost share will be calculated using the full-time hours for the given job classification and the given facility for the 6-month period.

The 6-month periods and the corresponding effective date of revised pro-rated Employer benefit premium cost share will be as follows.

| 6-Month Period  | Effective Date for Revised Pro-Rated Employer Benefit Premium Cost share |
|---|--|
| September 1 to February 28 of the following calendar year | April 1  |
| March 1 to August 31 of the same calendar year            | October 1  |

- (c) In the event a part-time Employee obtains a full-time position, the Employer's payment of the benefit premium cost share for full-time Employees shall commence on the effective date of her full-time position.
- (d) For a casual Employee who obtains a permanent part-time position, the pro-rated Employer benefit premium cost share will be based upon the part-time Employee's regularly scheduled hours of the position to the conclusion of the first full 6-month period following her commencement in the said position. The pro-rated Employer benefit premium cost share will be revised, as necessary, upon completion of the first full six (6) month period worked by the part-time employee.

**25.08 Pre-Payment of Premiums**

During an Employer-approved leave of absence that is without pay and benefits, the Employer agrees to pay the benefit premium cost share only for the month in which the leave of absence commences. If the Employee wishes to continue her benefit plan participation beyond that first month of the leave of absence, she shall notify the Employer in writing of her decision to continue and shall remit payment of the full monthly benefit plan premiums for all benefit plans she continues to participate in no later than the first day of the month to which the benefit plan premium is due. The Employee shall be wholly responsible for compliance with the benefit plan carrier requirements for waiver of benefits and/or submission of the full monthly benefit plan premium during the leave of absence.

**Article 26 – Registered Retirement Savings Plan**

**26.01 Registered Retirement Savings Plan (RRSP)**

The Employer agrees to the following terms and conditions regarding a registered retirement savings plan (the "RRSP").

(a) Employee Eligibility:

Full-time and part-time Employees who have completed their probationary period may elect to enroll in the RRSP. Employee participation in the RRSP shall be on a voluntary basis.

Employees may elect to enroll into the RRSP at any time after the completion of their probationary period. Enrollment into the RRSP will take effect within two (2) full pay periods following the receipt of the enrollment documents by Extendicare Benefits Department.

(b) Employee Contribution:

Eligible Employees who enroll into the RRSP (the "participating Employees") will contribute to their individual RRSP the greater of \$0.55/hour worked or three percent (3%) of their basic hourly rate of pay per hour worked.

Participating Employees shall provide to the Employer written authorization to make deductions pursuant to this Article.

(c) Employer Contribution:

For each participating Employee contributing to the RRSP, the Employer shall contribute to the participating Employee's RRSP a matching amount as set out in (b) above per hour worked. The Employer contribution shall not apply to additional voluntary contributions made by participating Employees.

(d) Contribution Remittances:

The Employer will remit the required contributions and additional voluntary contributions (the "contribution remittances") to the RRSP. The Employer will include with the contribution remittances an itemized list identifying the following individual information:

- (i) Employee's name
- (ii) Employee's social insurance number
- (iii) Employee's basic contributions
- (iv) Employee's additional voluntary contributions
- (v) Employer's contributions (pursuant to (c) above)

The Employer shall be saved harmless for all contribution remittances so made to the RRSP.

(e) Additional Voluntary Contributions:

- (i) Participating Employees may choose to make additional voluntary contributions (the "AVC") to the RRSP. The Employer shall not match such AVC.

- (ii) Participating Employees who wish to make AVC shall provide to the Employer written authorization for the AVC amount, the start date, and the concluding date (if any) of the AVC. AVC shall be set in a flat dollar amount per pay period.
- (iii) The Employer agrees to deduct through the payroll and remit to the RRSP the participating Employee's AVC.

It is understood and agreed that participating Employees may not make AVC if, as a result, the Employee will be over-contributing pursuant to CCRA regulations regarding RRSP contribution limits. It shall be the responsibility of the participating Employee to know her RRSP contribution limits.

For clarity, Employees wishing to make lump sum payments to their RRSP may do so directly to the Plan Custodian subject to CCRA regulations.

(f) Investment Control, Opting Out, and Withdrawals:

- (i) Participating Employees shall retain investment control in respect of both Employee and Employer contributions to the RRSP.
- (ii) Participating Employees who have enrolled in the RRSP may choose to opt out of the RRSP at any time.
- (iii) Participating Employees may make withdrawals from their RRSP subject to the Plan Custodian rules.

(g) No Employer Liability:

The Employer's responsibility shall be limited to remitting the required and additional voluntary contributions as set out in this Article. Further, the Employer shall be fully indemnified by the Union and CUPE, including all legal fees, for the RRSP.

## **Article 27 – Health and Safety**

27.01 Pursuant to the *Occupational Health & Safety Act* of Alberta, the Employer shall maintain an Occupational Health and Safety Committee at each facility with up to two (2) representatives from the bargaining unit.

27.02 The Employer and the Union will co-operate in recognizing and dealing with matters of harassment in the workplace should it arise. The Employer and the Union shall maintain strict confidentiality of all situations alleging harassment.

## **Article 28 – Discipline**

28.01 An Employee who has completed her probationary period may be disciplined or terminated only for just cause. When an Employee is disciplined or terminated, she and the Union shall be given the reasons in writing.

- 28.02 (a) Whenever the Employer deems it necessary to discipline an Employee, the Employee will be notified in advance of the meeting.
- (b) An Employee shall have the right to Union representation at meetings with the Employer of a disciplinary nature.

28.03 Disciplinary Record

An Employee who has been subject to disciplinary action pursuant to clause 28.01 may, subject to the following time periods set out below, request in writing that her personnel file be cleared of the record of the disciplinary action.

- (a) For discipline excluding suspensions, after twelve (12) months of active employment exclusive of unpaid leaves of absence from the date the disciplinary action was invoked.
- (b) For discipline involving suspensions, after twenty-four (24) months of continuous service exclusive of unpaid leaves of absence from the date the disciplinary action was invoked.

Such request shall be granted provided the Employee's personnel file does not contain any further record of disciplinary action of a similar nature 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.

For the purposes of this clause, "unpaid leaves of absence" shall mean unpaid leaves of absence in excess of thirty (30) consecutive calendar days.

**Article 29 – General Conditions**

29.01 Access to Personnel File

An Employee shall have the right, at a mutually agreed time, to have access to and review her personnel file.

29.02 Transportation Allowance

When the Employer requires an Employee to use her automobile on Employer business, the Employee will receive forty-four cents (\$0.44) per kilometer for the distance traveled on such business.

29.03 Notice of Resignation or Retirement

An Employee shall notify the Employer in writing at least two (2) weeks prior to her intended date of her resignation or retirement from employment.

29.04 Courses, Seminars, and Conferences

- (a) When the Employer in the absence of legislated requirements requires an Employee to complete a course, attend a seminar or conference, the Employer



will pay the tuition fees and approved expenses. The Employee will suffer no loss of regular pay while in attendance.

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

29.05 Restrictions on Contracting-Out

- (a) Should the Employer contract out work presently performed by members of the bargaining unit, Employees so displaced will be allowed to exercise their seniority rights, provided that they are qualified to displace Employees with less seniority.
- (b) The Employer will advise the Union of any pending contracting out as soon as possible.
- (c) The Employer will provide as much advance notification as possible to the Union and the Employees affected.

29.06 Time Change

Those Employees working the night shift when the change from Daylight Time to Standard Time occurs shall be paid overtime for all hours worked over the daily full-time hours in a shift for the applicable job classification and Employees working the night shift when the change from Standard Time to Daylight Time occurs shall be paid their basic hourly rate of pay for all hours worked.

29.07 Job Classifications

If the Employer introduces a new job classification which is properly included within the bargaining unit, the basic hourly rates of pay of the new job classification shall be subject to negotiations between the Employer and the Union. If negotiations fail to produce an agreement within forty-five (45) calendar days of the Union having been given written notice of the new job classification, then either party may elect to have the basic hourly rates of pay settled by arbitration in accordance with Article 12.

29.08 Job Descriptions

- (a) The Employer will provide to Employees a copy of the job description for the job classification in which she is employed in. It is agreed and understood that such job descriptions shall not form part of the Collective Agreement, shall not be subject to negotiations, shall not be subject to grievance, and may be changed by the Employer from time to time.
- (b) The Employer will provide a copy of job description(s) to the Union upon request by the Union.

**Article 30 – Copies of the Collective Agreement**

30.01 The Union will prepare the Collective Agreement for the parties' signature upon written notice of ratification by the parties. Printing of the Collective Agreement shall be arranged between the parties. The cost of printing the Collective Agreement shall be shared equally by the Union and the Employer. **The Union will provide the Employer with a Word version of the final agreement.**

**Signatures**

**ON BEHALF OF THE EMPLOYER**

**ON BEHALF OF THE UNION**



**Date:** May 27, 2020

**Schedule "A" – Basic Hourly Rates of Pay**

| <u>Job Classification</u> | <u>Step</u>                                  |       | <u>1-Jan-17</u> | <u>1-Jan-18</u> | <u>1-Jan-19</u> | <u>1-Jan-20</u> |
|---------------------------|--|-------|-----------------|-----------------|-----------------|-----------------|
|                           | (A)*   | (B)*  | (0%)            | (0%)            | (1%)            | (1.25%)         |
|                           | <b>*SEE NOTE (1)<br/>FOR<br/>APPLICATION</b> |       |                 |                 |                 |                 |
| Dietary Aide              | Start  | Start | \$16.62         | \$16.62         | \$16.79         | \$17.00         |
| Housekeeping Aide         | 487.5  | 520   | \$17.32         | \$17.32         | \$17.49         | \$17.71         |
| Laundry Aide              | 1950   | 2080  | \$18.88         | \$18.88         | \$19.07         | \$19.31         |
|                           | 3900   | 4160  | \$19.26         | \$19.26         | \$19.45         | \$19.70         |
|                           | 5850   | 6240  | \$19.55         | \$19.55         | \$19.75         | \$19.99         |
|                           |  |       |                 |                 |                 |                 |
| Recreation Aide           | Start  | Start | \$19.09         | \$19.09         | \$19.28         | \$19.52         |
| Therapy Aide (2)          | 487.5  | 520   | \$19.92         | \$19.92         | \$20.12         | \$20.37         |
| OT Aide (3)               | 1950   | 2080  | \$21.61         | \$21.61         | \$21.83         | \$22.10         |
| PT Aide (3)               | 3900   | 4160  | \$22.03         | \$22.03         | \$22.25         | \$22.53         |
|                           | 5850   | 6240  | \$22.37         | \$22.37         | \$22.59         | \$22.88         |
| Unit Clerk                | Start  | Start | \$19.09         | \$19.09         | \$19.28         | \$19.52         |
|                           | 503.75                                       | 520   | \$19.92         | \$19.92         | \$20.12         | \$20.37         |
|                           | 2015   | 2080  | \$21.61         | \$21.61         | \$21.83         | \$22.10         |
|                           | 4030   | 4160  | \$22.03         | \$22.03         | \$22.25         | \$22.53         |
|                           | 6045   | 6240  | \$22.37         | \$22.37         | \$22.59         | \$22.88         |
| Care Aide                 | Start  | Start | \$18.99         | \$18.99         | \$19.18         | \$19.42         |
|                           | 503.75                                       | 520   | \$19.81         | \$19.81         | \$20.01         | \$20.26         |
|                           | 2015   | 2080  | \$21.50         | \$21.50         | \$21.72         | \$21.99         |
| Health Care Aide          | Start  | Start | \$19.76         | \$19.76         | \$19.96         | \$20.21         |
|                           | 503.75                                       | 520   | \$20.60         | \$20.60         | \$20.81         | \$21.07         |
|                           | 2015   | 2080  | \$22.36         | \$22.36         | \$22.58         | \$22.87         |
|                           | 4030   | 4160  | \$22.47         | \$22.47         | \$22.69         | \$22.98         |
|                           | 6045   | 6240  | \$22.91         | \$22.91         | \$23.14         | \$23.43         |
|                           | 8060   | 8320  | \$23.25         | \$23.25         | \$23.48         | \$23.78         |
|                           | 10075  | 10400 | \$23.72         | \$23.72         | \$23.96         | \$24.26         |
|                           | 12090  | 12480 | \$24.16         | \$24.16         | \$24.40         | \$24.71         |
| Cook I                    | Start  | Start | \$21.31         | \$21.31         | \$21.52         | \$21.79         |
|                           | 1950   | 2080  | \$22.36         | \$22.36         | \$22.58         | \$22.87         |
|                           | 3900   | 4160  | \$22.77         | \$22.77         | \$23.00         | \$23.29         |
|                           | 5850   | 6240  | \$23.10         | \$23.10         | \$23.33         | \$23.62         |
| Cook II                   | Start  | Start | \$19.09         | \$19.09         | \$19.28         | \$19.52         |
|                           | 1950   | 2080  | \$20.15         | \$20.15         | \$20.35         | \$20.61         |
|                           | 3900   | 4160  | \$20.56         | \$20.56         | \$20.77         | \$21.03         |
|                           | 5850   | 6240  | \$20.88         | \$20.88         | \$21.09         | \$21.35         |

| <u>Job Classification</u>       | <u>Step</u>                                 |         | <u>1-Jan-17</u> | <u>1-Jan-18</u>            | <u>1-Jan-19</u> | <u>1-Jan-20</u> |
|---------------------------------|---|---------|-----------------|----------------------------|-----------------|-----------------|
|                                 | (A)*<br>*SEE NOTE (1)<br>FOR<br>APPLICATION | (B)*    | (0%)            | (0%)                       | (1%)            | (1.25%)         |
| <u>Maintenance I</u>            | Start                                       | Start   | \$22.19         | \$22.19                    | \$22.41         | \$22.69         |
|                                 | 1950  | 2080    | \$22.65         | \$22.65                    | \$22.88         | \$23.16         |
|                                 | 3900  | 4160    | \$23.09         | \$23.09                    | \$23.32         | \$23.61         |
|                                 | 5850  | 6240    | \$23.52         | \$23.52                    | \$23.76         | \$24.05         |
|                                 | 7800  | 8320    | \$23.95         | \$23.95                    | \$24.19         | \$24.49         |
|                                 | 9750  | 10400   | \$24.79         | \$24.79                    | \$25.04         | \$25.35         |
| <u>Maintenance II</u>           | Start                                       | Start   | \$22.65         | \$22.65                    | \$22.88         | \$23.16         |
|                                 | 1950  | 2080    | \$23.09         | \$23.09                    | \$23.32         | \$23.61         |
|                                 | 3900  | 4160    | \$23.52         | \$23.52                    | \$23.76         | \$24.05         |
|                                 | 5850  | 6240    | \$23.95         | \$23.95                    | \$24.19         | \$24.49         |
|                                 | 7800  | 8320    | \$24.41         | \$24.41                    | \$24.65         | \$24.96         |
|                                 | 9750  | 10400   | \$25.25         | \$25.25                    | \$25.50         | \$25.82         |
| <u>Maintenance III</u>          | Start                                       | Start   | \$23.09         | \$23.09                    | \$23.32         | \$23.61         |
|                                 | 1950  | 2080    | \$23.52         | \$23.52                    | \$23.76         | \$24.05         |
|                                 | 3900  | 4160    | \$23.95         | \$23.95                    | \$24.19         | \$24.49         |
|                                 | 5850  | 6240    | \$24.41         | \$24.41                    | \$24.65         | \$24.96         |
|                                 | 7800  | 8320    | \$24.83         | \$24.83                    | \$25.08         | \$25.39         |
|                                 | 9750  | 10400   | \$25.70         | \$25.70                    | \$25.96         | \$26.28         |
| <u>Licensed Practical Nurse</u> |   |         |                 | <u>01-Apr-18</u><br>Note 4 |                 |                 |
|                                 | Start                                       | Start   | \$26.45         |                            |                 |                 |
|                                 | 2015  | 2015    | \$27.60         |                            |                 |                 |
|                                 | 4030  | 4030    | \$28.70         |                            |                 |                 |
|                                 | 6045  | 6045    | \$29.82         |                            |                 |                 |
|                                 | 8060  | 8060    | \$30.94         |                            |                 |                 |
|                                 | 10075                                       | 10075   | \$32.01         |                            |                 |                 |
|                                 | 12090                                       | 12090   | \$33.30         |                            |                 |                 |
| 14105                           | 14105                                       | \$34.63 |                 |                            |                 |                 |

**NOTES:**

- (1) Column A applies to Bonnyville, Leduc, St. Paul and Viking; Column B applies to Fort MacLeod and Vulcan.
- (2) Therapy Aide applies only to Bonnyville and St. Paul.
- (3) OT Aide and PT Aide applies only to Viking.
- (4) See LOU re: LPN hourly rate of pay

**Increases to the salary schedule shall be retroactive to 01 January 2019. Where Employees either have left the employ of the Employer and/or have entered into the employ of the Employer between 01 January 2019 and date of ratification, they shall be entitled to the pro-rated amount of such payments.**

**The Employer will endeavour to provide all retroactivity within sixty (60) days of ratification.**

**All former Employees shall be sent written notice by the Employer at their last known address and will have thirty (30) calendar days from the date notice is sent to claim retroactive payments. Any former Employee who fails to make a claim in a timely manner shall lose the entitlement. The Union shall receive a copy of all notices sent to former Employees.**

**Schedule “B” – Employer Group Benefit Contributions**

- (a) Pursuant to Article 25, the Employer’s share of group benefit premiums shall be as set out in the applicable table below.

| <b>Group Benefit</b>  | <b>Employer Contribution based upon a Full-Time Employee</b> |
|---|--|
| (A.1) Dental Plan – Single Coverage                                 | 75% of premium   |
| (A.2) Dental Plan – Family Coverage                                 | 75% of premium   |
| (B.1) Extended Health Care – Single Coverage                        | 75% of premium   |
| (B.2) Extended Health Care – Family Coverage                        | 75% of premium   |
| <b>(C.1) Vision Plan – Single Coverage, effective April 1, 2020</b> | <b>50% of premium</b>  |
| <b>(C.2) Vision Plan – Family Coverage, effective April 1, 2020</b> | <b>50% of premium</b>  |
| (D.1) Life Insurance and AD&D Coverage                              | 100% of premium  |

- (b) The difference between the full premium for a given group benefit and the Employer’s contribution under (a) above for that same benefit shall be paid by the Employee.
- (c) The Employer contributions set out above shall be pro-rated pursuant to Article 25 for part-time Employees.

**Schedule “C” – Full-time Hours**

(a) The bi-weekly full-time hours for a given facility and job classification shall be as follows:

| Facility     | Job Classification       |  |                               |
|--------------|--------------------------|--|-------------------------------|
|              | Licensed Practical Nurse | Healthcare Aide, Care Aide, Unit Clerk | All Other Job Classifications |
| Bonnyville   | 77.5                     | 77.5                                   | 75.0                          |
| Fort MacLeod | 77.5                     | 80.0                                   | 80.0                          |
| Leduc        | 77.5                     | 77.5                                   | 75.0                          |
| St. Paul     | 77.5                     | 77.5                                   | 75.0                          |
| Viking       | 77.5                     | 77.5                                   | 75.0                          |
| Vulcan       | 77.5                     | 80.0                                   | 80.0                          |

(b) The daily full-time hours for a given facility and job classification shall be as follows:

| Facility     | Job Classification       |  |                               |
|--------------|--------------------------|--|-------------------------------|
|              | Licensed Practical Nurse | Healthcare Aide, Care Aide, Unit Clerk | All Other Job Classifications |
| Bonnyville   | 7.75                     | 7.75                                   | 7.50                          |
| Fort MacLeod | 7.75                     | 8.00                                   | 8.00                          |
| Leduc        | 7.75                     | 7.75                                   | 7.50                          |
| St. Paul     | 7.75                     | 7.75                                   | 7.50                          |
| Viking       | 7.75                     | 7.75                                   | 7.50                          |
| Vulcan       | 7.75                     | 8.00                                   | 8.00                          |

**Schedule “D” – Vacation Time and Pay Entitlement**

(a) Annual Vacation

The following vacation time and pay entitlement shall apply to all Employees for the specified facilities:

(i) Applies to Bonnyville, St. Paul and Viking

| <b>Length of Service</b>   | <b>Time Entitlement</b>                                  | <b>Vacation Pay</b>   |
|--|--|-----------------------|
| Less than 12 months of service as of the last day of the vacation year           | One (1) day per month of service to a maximum of 10 days | 4% of gross earnings  |
| More than one (1) year of service as of the last day of the vacation year        | 2 calendar weeks   | 4% of gross earnings  |
| More than three (3) years of service as of the last day of the vacation year     | 3 calendar weeks   | 6% of gross earnings  |
| More than six (6) years of service as of the last day of the vacation year       | 4 calendar weeks   | 8% of gross earnings  |
| More than fourteen (14) years of service as of the last day of the vacation year | 5 calendar weeks   | 10% of gross earnings |
| More than twenty (20) years of service as of the last day of the vacation year   | 6 calendar weeks   | 12% of gross earnings |



**(ii) Applies to Fort MacLeod and Vulcan**

| <b>Length of Service</b>   | <b>Time Entitlement</b>                                  | <b>Vacation Pay</b>   |
|--|--|-----------------------|
| Less than 12 months of service as of the last day of the vacation year           | One (1) day per month of service to a maximum of 10 days | 4% of gross earnings  |
| More than one (1) year of service as of the last day of the vacation year        | 2 calendar weeks   | 4% of gross earnings  |
| More than two (2) years of service as of the last day of the vacation year       | 3 calendar weeks   | 6% of gross earnings  |
| More than six (6) years of service as of the last day of the vacation year       | 4 calendar weeks   | 8% of gross earnings  |
| More than fourteen (14) years of service as of the last day of the vacation year | 5 calendar weeks   | 10% of gross earnings |
| More than twenty (20) years of service as of the last day of the vacation year   | 6 calendar weeks   | 12% of gross earnings |

**(iii) Applies to Leduc**

| <b>Length of Service</b>   | <b>Time Entitlement</b>                                  | <b>Vacation Pay</b>   |
|--|--|-----------------------|
| Less than 12 months of service as of the last day of the vacation year         | One (1) day per month of service to a maximum of 10 days | 4% of gross earnings  |
| More than one (1) year of service as of the last day of the vacation year      | 2 calendar weeks   | 4% of gross earnings  |
| More than three (3) years of service as of the last day of the vacation year   | 3 calendar weeks   | 6% of gross earnings  |
| More than six (6) years of service as of the last day of the vacation year     | 4 calendar weeks   | 8% of gross earnings  |
| More than twelve (12) years of service as of the last day of the vacation year | 5 calendar weeks   | 10% of gross earnings |
| More than twenty (20) years of service as of the last day of the vacation year | 6 calendar weeks   | 12% of gross earnings |

(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 21.03 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 as a percentage of gross earnings consistent with Schedule 'D', part (a) above.

(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.

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

Supplementary vacation is subject to scheduling consistent with clause 21.03 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 as a percentage of gross earnings consistent with Schedule 'D', part (a) above for part-time Employees.

## **Appendix 'A' – Nursing Homes Covered by Collective Agreement**

The following facilities are covered by this Collective Agreement.

### **Extendicare Bonnyville**

Employees of the facility certified under the Alberta Labour Relations Board Certificates No. 739-91 and 740-91 and represented by C.U.P.E. Local #2639 save and except Registered, Certified Graduate and Registered Psychiatric Nurses, Staff Development personnel, Head Cook, Therapists, Office Coordinator and other Office and Administrative personnel, supervisors and job classifications above the rank of supervisor, and any other exclusions specified by the said Certificate.

### **Extendicare Fort MacLeod**

Employees of the facility certified under the Alberta Labour Relations Board Certificate No. 151-97 and represented by C.U.P.E. Local #3782 save and except Registered, Certified Graduate and Registered Psychiatric Nurses, Staff Development personnel, Head Cook, Therapists, Office Coordinator and other Office and Administrative personnel, supervisors and job classifications above the rank of supervisor, and any other exclusions specified by the said Certificate.

### **Extendicare Leduc**

Employees of the facility certified under the Alberta Labour Relations Board Certificate No. 40-2008 and represented by C.U.P.E. Local #4815 save and except Registered, Certified Graduate and Registered Psychiatric Nurses, Staff Development personnel, Head Cook, Therapists, Office Coordinator and other Office and Administrative personnel, supervisors and job classifications above the rank of supervisor, and any other exclusions specified by the said Certificate.

### **Extendicare St. Paul**

Employees of the facility certified under the Alberta Labour Relations Board Certificate No. 146-97 and represented by C.U.P.E. Local #2677 save and except Registered, Certified Graduate and Registered Psychiatric Nurses, Staff Development personnel, Head Cook, Therapists, Office Coordinator and other Office and Administrative personnel, supervisors and job classifications above the rank of supervisor, and any other exclusions specified by the said Certificate.

### **Extendicare Viking**

Employees of the facility certified under the Alberta Labour Relations Board Certificates No. 149-97 and 150-97 and represented by C.U.P.E. Local #3174 save and except Registered, Certified Graduate and Registered Psychiatric Nurses, Staff Development personnel, Head Cook, Therapists, Office Coordinator and other Office and Administrative personnel, supervisors and job classifications above the rank of supervisor, and any other exclusions specified by the said Certificate.

## Extendicare Vulcan

Employees of the facility certified under the Alberta Labour Relations Board Certificate No. 145-97 and represented by C.U.P.E. Local #2335 save and except Registered, Certified Graduate and Registered Psychiatric Nurses, Staff Development personnel, Head Cook, Therapists, Office Coordinator and other Office and Administrative personnel, supervisors and job classifications above the rank of supervisor, and any other exclusions specified by the said Certificate.

## Addendum – Local Conditions

### LOC – Bonnyville (BV)

#### Article 5 – Union Recognition

BV5.04 Persons whose jobs are not in the bargaining unit shall not work on a job which is included in the bargaining unit, except for the purposes of instruction, in an emergency, or when regular Employees are not available, and provided that the act of performing the aforementioned work does not reduce the hours of work or pay of any regular Employee. The parties agree that any current practices may be maintained by the Employer and these practices will not be a violation of the Collective Agreement.

#### Article 29 – General Conditions

BV29.04 *Add to clause 29.04.*

- (c) Employees required to attend in-service training on their regularly scheduled days off shall receive a minimum of two (2) hours pay at her regular basic hourly rate of pay as described in Schedule "A". Employees required to attend in-service training in conjunction with their regular shift shall receive pay at her regular basic hourly rate of pay for the time so spent in such in-service training.

## LOC – Fort MacLeod (FM)

### Article 17 – Hours of Work

FM17.05 *Replace clause 17.05 with the following clause.*

In the event an Employee reports to work as scheduled and is subsequently sent home before she has completed four (4) hours of her scheduled shift, she shall be paid for four (4) hours at her basic hourly rate of pay for the shift.

### Article 20 – General Holidays

FM20.02 *Add to clause 20.02.*

If a full-time or part-time Employee is absent from work because she is sick or is otherwise excused by the Employer from working on a general holiday, she shall still be entitled to a holiday-in-lieu provided she was scheduled to work on the general holiday.

FM20.04 *Add to clause 20.04(b).*

Part-time Employees who are entitled to general holiday pay shall have the option of requesting a holiday-in-lieu as it is defined under clause 20.04(a) except payment for the part-time holiday-in-lieu will be that amount calculated under the first paragraph of clause 20.04(b). The part-time holiday-in-lieu shall be taken at a time mutually agreed between the Employee and the Employer within the same timeframes as set out under clause 20.04(a).

FM20.05 *Replace clause 20.05 with the following clause.*

If a general holiday falls within a full-time or part-time Employee's vacation and the Employee would have been entitled to the general holiday pay if she had not been on vacation, then the Employee shall receive a holiday-in-lieu in accordance with clause 20.04(a) or (b), whichever clause applies to her.

### Article 22 – Income Protection

FM22.02 (a) *Replace the sentence at clause 22.02(a) with the following sentence.*

Employees will earn income protection credits according to the following formula to a maximum of one thousand and forty (1040) hours.

### Article 25 – Group Benefits

FM25.07 (a) *Add to clause 25.07(a).*

Part-time Employees who regularly work sixty-two (62) hours or more bi-weekly will be eligible for the full-time Employer benefit premium cost share.

## LOC – Leduc (LD)

### Article 5 – Union Recognition

LD5.04 Persons whose jobs are not in the bargaining unit shall not work on a job which is included in the bargaining unit, except for the purposes of instruction, in an emergency, or when regular Employees are not available, and provided that the act of performing the aforementioned work does not reduce the hours of work or pay of any regular Employee. The parties agree that any current practices may be maintained by the Employer and these practices will not be a violation of the Collective Agreement.

### Article 17 – Hours of Work

LD17.05 *Replace clause 17.05 with the following clause.*

- (a) In the event of an Employee reports to work as scheduled and is subsequently notified that no work is available, she shall be paid a minimum of three (3) hours at her basic hourly rate of pay whether required to remain at the facility or to leave immediately.
- (b) If an Employee is called one (1) hour or more before she is scheduled to report for work and informed that she is not to report for work, then the provisions of clause LD17.05(a) shall not apply.
- (c) When an Employee is called in to work because of an emergency, she shall be paid a minimum of four (4) hours at her basic hourly rate of pay.

### Article 20 – General Holidays

LD20.07 If a general holiday falls on a part-time Employee's regular day off, the Employee shall have the option of requesting one (1) additional day off without pay. This clause shall apply to only those part-time Employees who are regularly scheduled to work an average of four (4) shifts per week.

### Article 25 – Group Benefits

LD25.07 *Add to clause 25.07.*

- (e) If a casual Employee averages at least one-half (½) of the full-time hours of the applicable job classification per pay period over the defined six (6) month period, she shall be deemed a part-time Employee during the following (6) month period. Subject to the plan carrier requirements and in accordance with Article 25, the Employee may enroll into the group benefit plans during the subsequent six (6) month period. If in the subsequent six (6) months the Employee does not maintain the average of at least one-half (1/2) of the full-time hours, she shall revert to her casual employment status. If at any time during the eligible six (6) month period the Employee does not earn sufficient monies to pay her portion of benefit premiums, she will submit payment for same to the Employer immediately.

## LOC – St. Paul (SP)

### Article 5 – Union Recognition

SP5.04 Persons whose jobs are not in the bargaining unit shall not work on a job which is included in the bargaining unit, except for the purposes of instruction, in an emergency, or when regular Employees are not available, and provided that the act of performing the aforementioned work does not reduce the hours of work or pay of any regular Employee. The parties agree that any current practices may be maintained by the Employer and these practices will not be a violation of the Collective Agreement.

### Article 29 – General Conditions

SP29.04 *Add to clause 29.04.*

- (c) Employees required to attend in-service training on their regularly scheduled days off shall receive a minimum of two (2) hours pay at her regular basic hourly rate of pay as described in Schedule "A". Employees required to attend in-service training in conjunction with their regular shift shall receive pay at her regular basic hourly rate of pay for the time so spent in such in-service training.



## LOC – Viking (VK)

### Article 5 – Union Recognition

VK5.04 Persons whose jobs are not in the bargaining unit shall not work on a job which is included in the bargaining unit, except for the purposes of instruction, in an emergency, or when regular Employees are not available, and provided that the act of performing the aforementioned work does not reduce the hours of work or pay of any regular Employee. The parties agree that any current practices may be maintained by the Employer and these practices will not be a violation of the Collective Agreement.

### Article 17 – Hours of Work

VK17.07 *Add to clause 17.07.*

- (c) Provided a replacement Employee satisfactory to the Employer is found by the Employee and the proper form is signed by both Employees, an Employee may give away a maximum of three (3) shifts per calendar year.

### Article 20 – General Holidays

VK20.07 If a general holiday falls on a part-time Employee's regular day off, the Employee shall have the option of requesting one (1) additional day off without pay. This clause shall apply to only those part-time Employees who are regularly scheduled to work an average of four (4) shifts per week.

### Article 29 – General Conditions

VK29.04 *Add to clause 29.04.*

- (c) Employees required to attend in-service training on their regularly scheduled days off shall receive a minimum of two (2) hours pay at her regular basic hourly rate of pay as described in Schedule "A". Employees required to attend in-service training in conjunction with their regular shift shall receive pay at her regular basic hourly rate of pay for the time so spent in such in-service training.

## LOC – Vulcan (VL)

### Article 17 – Hours of Work

VL17.05 *Replace clause 17.05 with the following clause.*

In the event of an Employee reports to work as scheduled and is subsequently sent home before she has completed four (4) hours of her scheduled shift, she shall be paid for four (4) hours at her basic hourly rate of pay for the shift.

### Article 20 – General Holidays

VL20.02 *Add to clause 20.02.*

If a full-time Employee is absent from work because she is sick or is otherwise excused by the Employer from working on a general holiday, she shall still be entitled to a holiday-in-lieu provided she was scheduled to work on the general holiday.

### Article 22 – Income Protection

VL22.02 (a) *Replace the sentence at clause 22.02(a) with the following sentence.*

Employees will earn income protection credits according to the following formula to a maximum of one thousand and forty (1040) hours.

### Article 25 – Group Benefits

VL25.07 (a) *Add to clause 25.07(a).*

Part-time Employees who regularly work greater than thirty (30) hours per week will be eligible for the full-time Employer benefit premium cost share.

**LETTER OF UNDERSTANDING #1**

Between

**EXTENDICARE CANADA INC.**  
(hereinafter referred to as the "Employer")

And The

**CANADIAN UNION OF PUBLIC EMPLOYEES**  
(hereinafter referred to as the "Union")

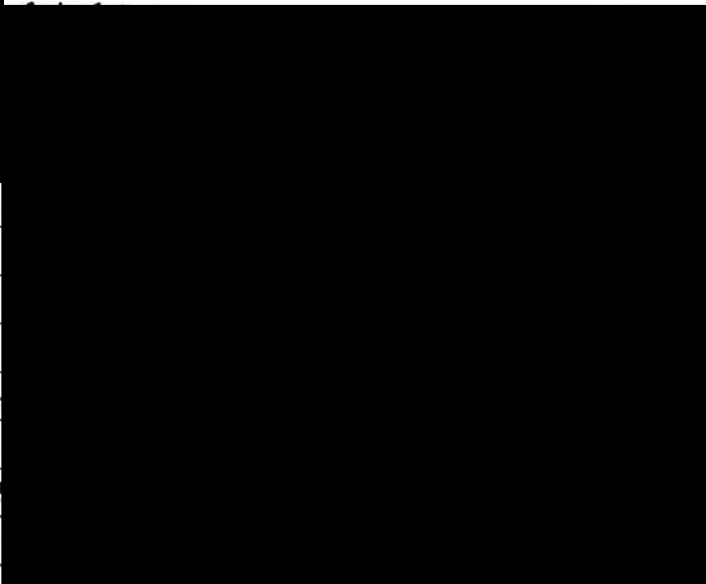
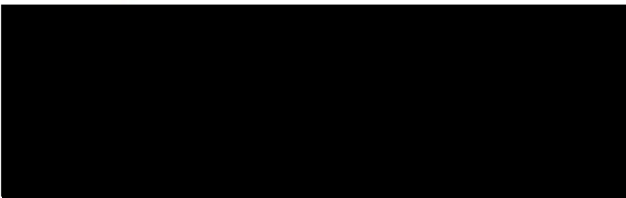
**LOU RE: Waiving of Vacation**

For the duration of the Collective Agreement expiring December 31, **2020**, while the parties mutually agree that taking of vacation time as per the entitlement under the Collective Agreement is preferable, the Employer and the Union agree, subject to the following, that full-time and part-time Employees may forego taking vacation time provided:

- (a) The full-time or part-time employee shall not take less than the minimum vacation time as required under the *Employment Standards Code of Alberta*, or other such legislation for the province of Alberta, in effect at the time.
- (b) An Employee shall submit a request for vacation payout in writing and the Employer will process the request within two (2) pay periods of the date on which the Employee's written request is received. Any payment of vacation pay without taking vacation time (i.e., vacation payout) shall not result in entitlement by the employee to payment of overtime on hours worked during the pay period(s) in which she receives her vacation payout.

**ON BEHALF OF THE EMPLOYER**

**ON BEHALF OF THE UNION**



**Date:** May 27, 2020

**LETTER OF UNDERSTANDING # 2**

Between

**EXTENDICARE CANADA INC.**  
(hereinafter referred to as the "Employer")

And The

**CANADIAN UNION OF PUBLIC EMPLOYEES**  
(hereinafter referred to as the "Union")

**LOU RE: Full-time Maintenance – On-call**

For the duration of the Collective Agreement expiring December 31, 2020, 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 on any regular day off or Named Holiday.

The Employer will identify to an employee when they are to be assigned on call duty. In the event the Collective Agreement provides a better-than benefit for the payments identified above, the Collective Agreement shall prevail.

**ON BEHALF OF THE EMPLOYER**

**ON BEHALF OF THE UNION**

**Date:** May 27, 2020

## **LETTER OF UNDERSTANDING #3**

Between

**EXTENDICARE CANADA INC.**  
(hereinafter referred to as the "Employer")

And The

**CANADIAN UNION OF PUBLIC EMPLOYEES**  
(hereinafter referred to as the "Union")

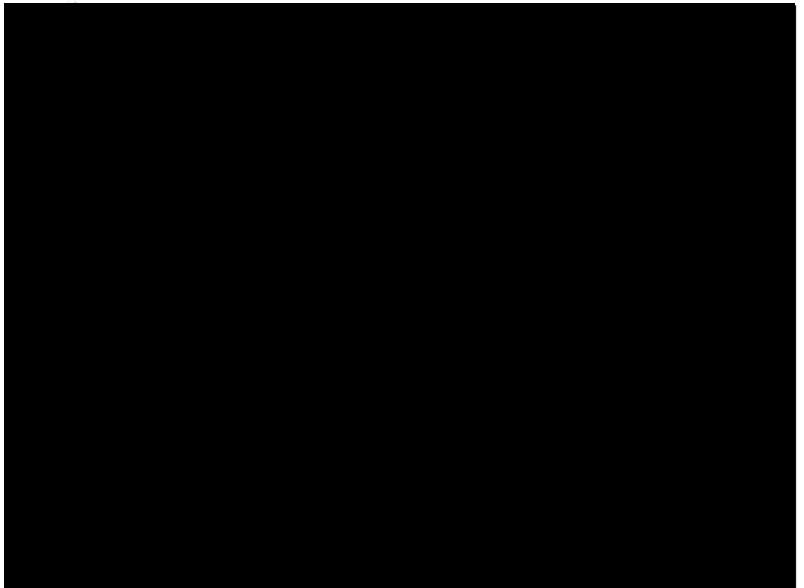
### **LOU RE: Licensed Practical Nurse Professional Development**

Effective January 1, 2011, the Employer will provide to qualified Employees 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 point #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.

**ON BEHALF OF THE EMPLOYER**

**ON BEHALF OF THE UNION**



**Date:** May 27, 2020

**LETTER OF UNDERSTANDING #4**

Between

**EXTENDICARE CANADA INC.**  
(hereinafter referred to as the "Employer")

And The

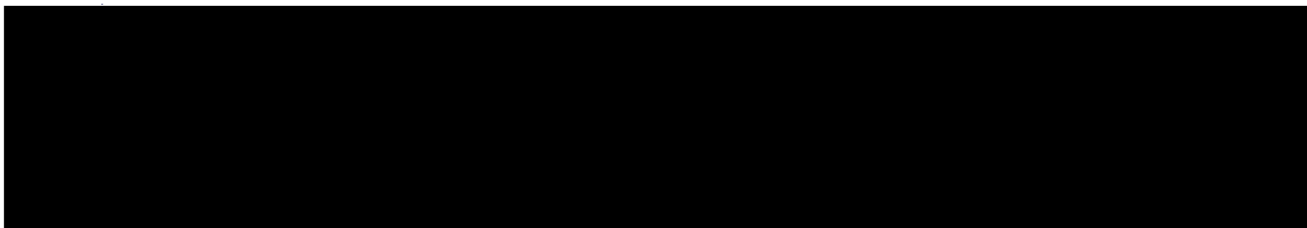
**CANADIAN UNION OF PUBLIC EMPLOYEES**  
(hereinafter referred to as the "Union")

**LOU RE: Contracting Out**

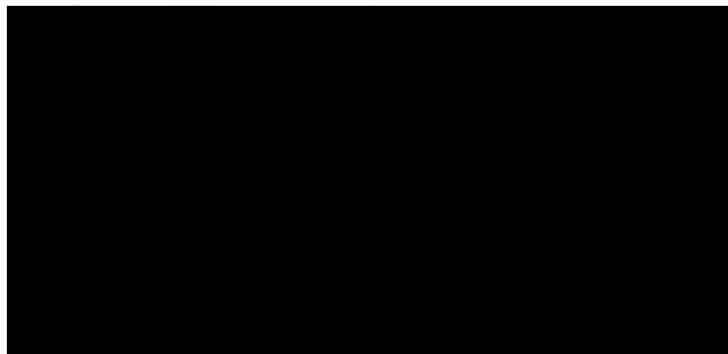
The Employer agrees not to contract out work of the bargaining unit that would result in the layoff of a full or part-time member of the bargaining unit before December 31, 2020.

**ON BEHALF OF THE EMPLOYER**

**ON BEHALF OF THE UNION**



**Date:** May 27, 2020



## **LETTER OF UNDERSTANDING #5**

Between

**EXTENDICARE CANADA INC.**  
(hereinafter referred to as the "Employer")

And The

**CANADIAN UNION OF PUBLIC EMPLOYEES**  
(hereinafter referred to as the "Union")

### **LOU RE: Vacation Carryover**

**The Employer and the Union agree to continue to trial the following provision for vacation carryover to and including the vacation year in 2020.**

Commencing with the first full vacation year following January 7, 2016, for three (3) full vacation years, the Employer and the Union agree to trial the following provision for vacation carryover.

Upon written request to the Employer at least 90 calendar 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. Such ability is limited to one time per employee for the lifetime of the Collective Agreement.

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

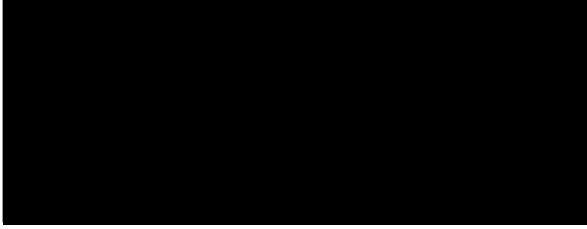
1. The vacation carried over shall not be taken during July or August.
2. The Employee cannot exercise seniority rights for the vacation carried over.
3. If the vacation carry over request is approved by the Employer, the Employee shall not change her approved vacation request.

Vacation carried over shall be subject to payout in accordance with the Letter of Understanding regarding Waiving of Vacation.

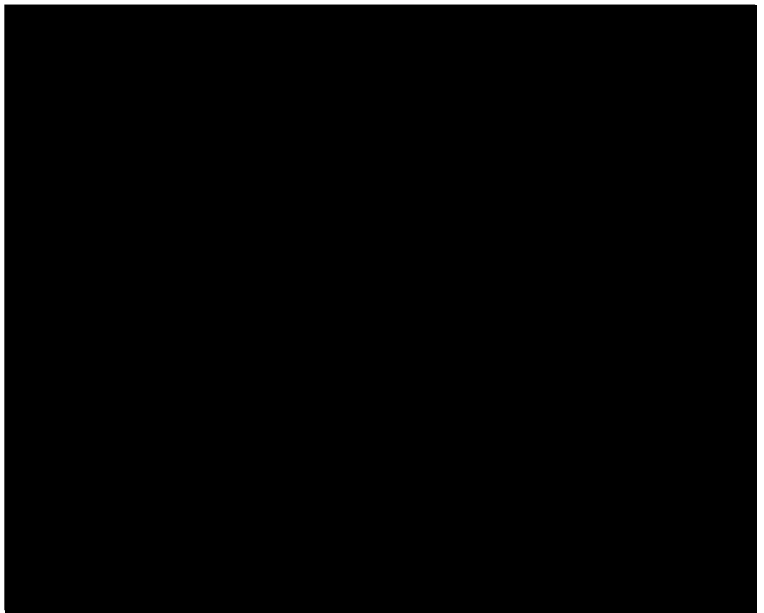
Within ninety (90) calendar days prior to the end of the **2020** vacation year trial-period, the Employer and the Union shall meet to review the experience and outcomes of this Letter of Understanding.



**ON BEHALF OF THE EMPLOYER**



**ON BEHALF OF THE UNION**



**Date:** May 27, 2020

**LETTER OF UNDERSTANDING #6**

Between

**EXTENDICARE CANADA INC.**  
(hereinafter referred to as the "Employer")

And The

**CANADIAN UNION OF PUBLIC EMPLOYEES**  
(hereinafter referred to as the "Union")

**LOU RE: Unit Clerk with HCA Certificate**

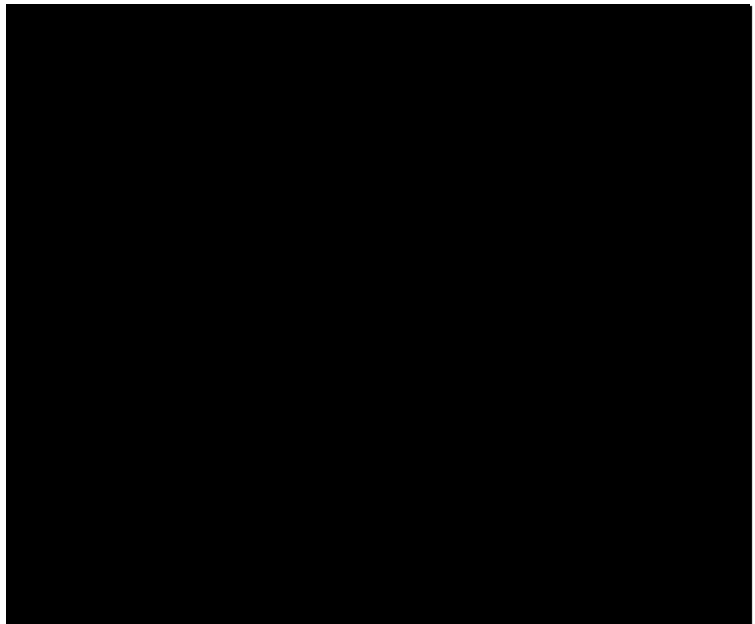
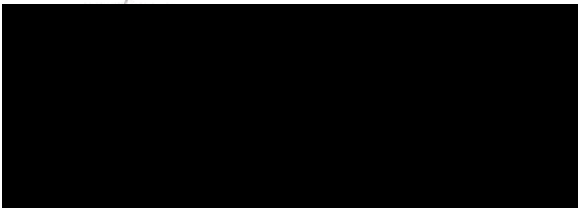
The Employer agrees to pay Employees who are employed as a Unit Clerk and who possess the Health Care Aide certificate (or deemed competent) at the basic hourly rate of pay of the Health Care Aide pay band as set out in Schedule 'A'.

The parties further agree that this Letter of Understanding shall not cause the required qualifications of the Unit Clerk to include the Health Care Aide certificate.

This Letter of Understanding expires on December 31, 2020.

**ON BEHALF OF THE EMPLOYER**

**ON BEHALF OF THE UNION**



Date: May 27, 2020

**LETTER OF UNDERSTANDING #7**

Between

**EXTENDICARE CANADA INC.**  
(hereinafter referred to as the "Employer")

And The

**CANADIAN UNION OF PUBLIC EMPLOYEES**  
(hereinafter referred to as the "Union")

**LOU RE: Banked Overtime for Viking and Fort MacLeod**

Local Conditions shall continue to apply to Employees at each facility, as applicable, having banked overtime accumulated prior to January 7, 2016 until overtime accumulated prior to January 7, 2016 is used.

FM 18.03 An Employee may receive time off in lieu of overtime (banked overtime). Banked overtime shall be credited at the equivalent of the actual time worked adjusted by the applicable overtime rate and taken at a time mutually agreed by the Employer and the Employee.

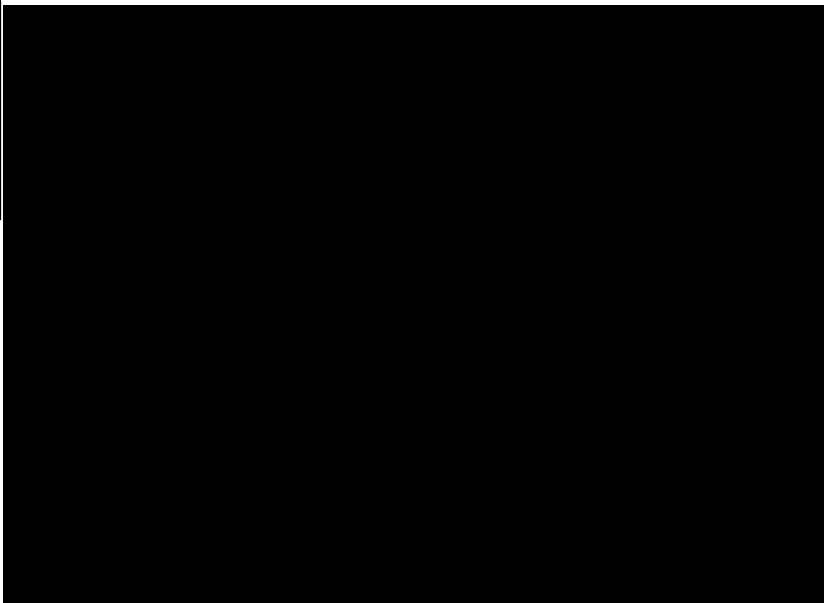
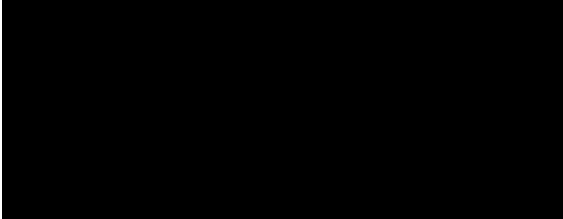
The Employer shall not reduce an Employee's regular hours to compensate for any overtime hours worked.

VK18.03 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 credited at the equivalent of the actual time worked adjusted by the applicable overtime rate and taken at a time mutually agreed by the Employer and the Employee. Banked overtime shall be taken within one-hundred and eighty (180) days from the date the overtime was worked.

This Letter of Understanding does not expire until all overtime accumulated prior to January 7, 2016 is used.

**ON BEHALF OF THE EMPLOYER**

**ON BEHALF OF THE UNION**



**Date:** May 27, 2020

**LETTER OF UNDERSTANDING #8**

Between

**EXTENDICARE CANADA INC.**  
(hereinafter referred to as the "Employer")

And The

**CANADIAN UNION OF PUBLIC EMPLOYEES**  
(hereinafter referred to as the "Union")

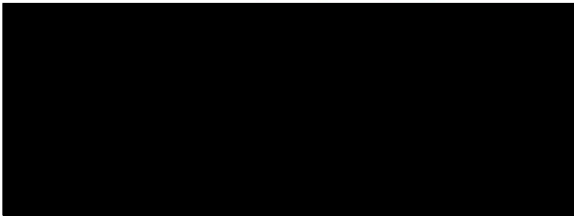
**LOU RE: Licensed Practical Nurse Wage Schedule**

For the term of the Collective Agreement, expiring December 31, 2020, the Licensed Practical Nurse (LPN) basic hourly rate of pay as set out in Schedule "A" will be subject to the following:

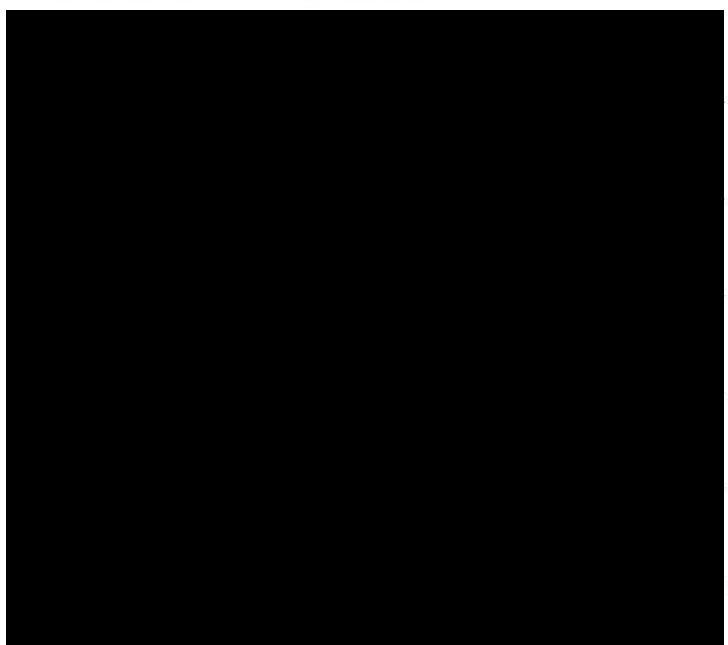
The Employer will implement the LPN basic hourly rates of pay with the same effective dates as implemented under the Alberta Health Services/AUPE Auxiliary Nursing collective agreement once that collective agreement has been ratified by the AUPE and Alberta Health Services.

- (a) The basic hourly rates of pay will be adjusted to a seven point seven-five (7.75) workday if Alberta Health Services and AUPE agree to hours of work different from seven point seven-five (7.75).

**ON BEHALF OF THE EMPLOYER**



**ON BEHALF OF THE UNION**



**Date:** May 27, 2020

**LETTER OF UNDERSTANDING #9**

Between

**EXTENDICARE CANADA INC.**  
(hereinafter referred to as the "Employer")

And The

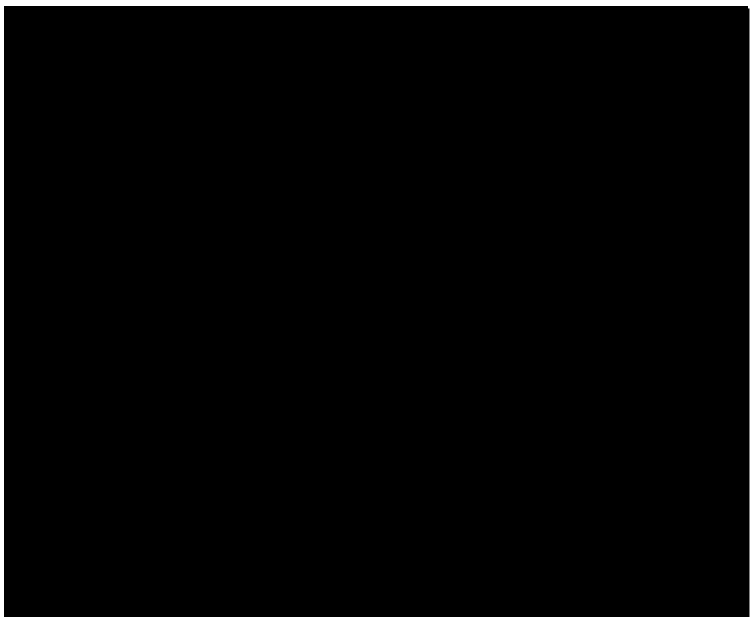
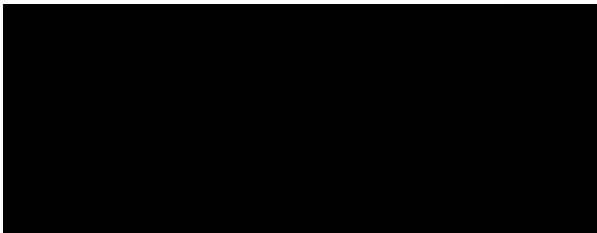
**CANADIAN UNION OF PUBLIC EMPLOYEES**  
(hereinafter referred to as the "Union")

**LOU RE: HCA Assisting with Medication Delivery**

If during the term of the Collective Agreement expiring December 31, 2020 the Employer elects to introduce Healthcare Aides assisting with medication delivery, the Employer will give the Union sixty (60) calendar days written notice of such introduction and within thirty (30) calendar days of that notice, the Employer will meet with the Union to review the Employer's plan for implementation of same.

**ON BEHALF OF THE EMPLOYER**

**ON BEHALF OF THE UNION**



**Date:** May 27, 2020