

FINAL

COLLECTIVE AGREEMENT

BETWEEN

CUPE / *Canadian Union
of Public Employees*

LOCAL 2158

And

**CHANTELLE MANAGEMENT LTD.
GRANDE PRAIRIE CARE CENTRE**

July 1, 2020 – June 30, 2022

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This Agreement made this 19 day of April, 2022

BETWEEN

Chantelle Management Ltd.
(hereinafter called the "Employer")

AND

Canadian Union of Public Employees
Local 2158
(Covering all Employees at the Grande Prairie Care Centre,
when employed in Auxiliary Nursing Care or General Support Services)

ARTICLE 1 - PREAMBLE

- 1.01 Agreeing that the primary purpose of the Employer is to provide the community with efficient, and high-quality resident care, it is the intent of the Parties to:
- (a) ensure the best possible service and care is provided;
 - (b) protect the interest of residents, Employees and the community, and encourage efficiency of operations;
 - (c) maintain harmonious relations between the Employer and the Union;
 - (d) recognize the mutual value of joint discussions and negotiations in all matters of mutual concern to the Parties.

ARTICLE 2 - MANAGEMENT RIGHTS

- 2.01 Management reserves all rights not otherwise abrogated or restricted in this Collective Agreement.
- 2.02 Without limiting the generality of the foregoing, the Union acknowledges that it shall be the exclusive right of the Employer to operate and manage its business, including the right to:
- (a) maintain order, discipline, efficiency and to make, alter and enforce, rules and regulations to be observed by an Employee, which are not in conflict with any provision of this Collective Agreement;

- (b) direct the working force and to create new classifications and work units and to determine the number of Employees, if any, needed in any work unit or classification and to determine whether or not a position, work unit, or classification will be continued or declared redundant;
- (c) hire, promote, transfer, layoff and recall Employees;
- (d) demote, discipline, suspend or discharge for just cause.

2.03 Any new classifications within the bargaining unit established by the Employer shall be subject to negotiations with the Union Representatives to determine a pay rate. The Employer agrees to notify the Union upon establishment of the new classification and suggested rate of pay. The Union shall have thirty (30) days after such notification to request that the rate of pay so established by the Employer be made the subject of collective bargaining. The Employer reserves the right to post and fill positions in the new classification at the rate of pay established by the Employer prior to reaching an agreement with the Union. Any negotiated rate of pay shall be retroactive to the date of establishment of the new classification.

In the event the Employer and the Union are unable to agree to wages for a new position or a classification the matter shall become subject of the grievance and arbitration procedure.

ARTICLE 3 - RECOGNITION AND NEGOTIATIONS

3.01 Bargaining Unit

The Employer recognizes the Union as the sole and exclusive bargaining agent at Grande Prairie Care Centre.

The bargaining unit represented by the Union shall be:

"All Employees excluding registered nurses and those employed exercising management functions or employed in a confidential capacity in matters relating to labour relations".

3.02 No Other Agreements

Any changes deemed necessary in this Collective Agreement may be made in writing by mutual agreement between the Union and the Employer at any time during the existence of this Collective Agreement and shall form part of this Collective Agreement.

No Employees shall be required or permitted to make a written or verbal agreement with the Employer or their Representatives that may conflict with the terms of this Collective Agreement.

3.03 Employees whose jobs are not in the bargaining unit shall not work on any jobs which are included in the bargaining unit, except for purposes of instruction or emergencies, when Regular Employees are not available and providing that the act of performing the aforementioned activities does not displace any bargaining unit Employees or reduce the hours of work or pay of any bargaining unit Employee. An emergency is defined as any unexpected situation that arises that prohibits the Employer from providing the normal standard of service or endangers the wellbeing of the residents.

3.04 Correspondence

All correspondence between the Employer and the Union arising out of this agreement shall pass to and from the Administrator and the Secretary of the Union with a copy to the Staff Representative of the Union and for the Employer, the President or designate.

3.05 The Employer shall provide a bulletin board to be placed in the staff room and if more than one staff room is available, each shall contain a bulletin board exclusively for the use of the Union, where the Local may be permitted to post notices of meetings and such other notices which may be of interest to Employees provided that such notices shall first be approved by the Employer.

ARTICLE 4 - NO DISCRIMINATION

4.01 There shall be no discrimination, restriction or coercion exercised or practiced by either Party in respect of any Employee by reason of race, colour, creed, national origin, political or religious belief, gender, gender identity, gender expression, marital status, sexual orientation, age, physical disability, mental disability, family status, source of income, ancestry or place of origin of that person or class of persons nor by reason of membership, non-membership or activity in the Local, nor in respect of an Employee's or Employer's exercising any right conferred under this agreement or any law of Canada or Alberta. All Employees covered by this Agreement have a right to freedom from harassment (as defined in the *Alberta Occupational Health and Safety and Human Rights Acts*) in the workplace. The Employer and Union agree that Employees, Management and Supervisory staff shall be educated to address and prevent harassment in the workplace.

The Employer and the Union are jointly committed to fostering positive working relationships and managing conflict in the workplace.

ARTICLE 5 - UNION SECURITY

5.01 All Employees shall as a condition of continued employment become and remain members in good standing in the Union within fourteen (14) days of employment according to the Constitution and By-laws of the Union.

5.02 Union Ratification Meetings

The Employer will permit the use of its premises for the purpose of voting to ratify the Collective Agreement. It is understood that only staff on their breaks will be permitted to vote. The Employer shall have the right to choose the space provided, so long as such space is reasonable.

ARTICLE 6 - CHECK OFF OF UNION DUES

6.01 Check-Off Payments

The Employer shall deduct from every Employee any dues levied in accordance with the Union Constitution and By-laws.

6.02 Deductions

Deductions shall be made from each bi-weekly payroll and shall be forwarded via Electronic Funds Transfer (ETF) to the National Secretary-Treasurer or the Secretary-Treasurer of the Local Union not later than the twenty-first (21st) day of the month following the month in which the deductions have been taken. The Union will advise the Employer in writing of the amount of dues one month in advance of the end of the pay period in which deductions are to be made. Such deductions shall be accompanied by a list indicating the names, classification and amount deducted from each Employee.

6.03 The Union will save the Employer harmless from any claims that may arise either from any deduction from wages in respect of check-off of Union monthly assessments or any action taken at the request of the Union.

6.04 The Employer will put the Union dues deduction on the T-4 slips.

6.05 The Employer shall inform the local President or designate five (5) working days in advance where possible of upcoming orientation sessions. A representative of the Union shall have the right to make a presentation of up to fifteen (15) minutes at the orientation of new Employees with respect to the structure of the Local, as well as the rights, responsibilities, and benefits under the Collective Agreement. The Local President or designate shall have the right to ask the Employees for contact information at this time.

- 6.06 The Employer agrees to provide a list of names, addresses, phone number and classification of each Employee. The Employer further agrees to provide the same for any newly hired Employees.

The Union agrees that the use of information provided on the list will be for the purposes of internal communication within the Canadian Union of Public Employees unless specific permission has been obtained from the membership.

- 6.07 An Employee shall have the right to wear the Union pin during working hours.

ARTICLE 7 - NO STRIKES OR LOCKOUTS

- 7.01 The Parties agree that there will be no strike or lockout contrary to the provisions of the *Alberta Labour Relations Code* as amended.

ARTICLE 8 - LABOUR MANAGEMENT BARGAINING RELATIONS

- 8.01 Union Bargaining Committee

The Union will advise the Employer of the names of its officers and members of the Union Bargaining Committee. This list will be revised as changes occur.

- 8.02 Representative of Canadian Union of Public Employees (CUPE)

The Union shall provide the Employer a list, in writing, of their Representatives following the ratification of the agreement, and shall inform the Employer of changes in writing within thirty (30) days of any personnel or executive changes.

- 8.03 Right to Assistance

The Union shall have the right at any time to have the assistance of Representatives of the Canadian Union of Public Employees when dealing or negotiating with the Employer. Such Representative(s) shall have access to the Employer's premises in order to investigate and assist in the settlement of a grievance. The CUPE Representative will give reasonable notice to the Administrator prior to attending at the Care Centre.

- 8.04 No individual Employee or group of Employees shall undertake to represent the Union at meetings with the Employer without proper authorization of the Union.

8.05 Time off for Meeting

The Employer will pay full wages for no more than two (2) Employee members of the Bargaining Committee for a maximum of five (5) days in attendance at negotiations and or mediation proceedings of this Agreement or its successor with the Employer.

8.06 An Employee-Management Advisory Committee shall be established. The desired functions of the EMAC are to examine and make recommendations regarding the concerns of Employees relative to resident care and other matters related to employment, not covered within the Collective Agreement.

8.07 The Union shall supply the names of two (2) elected Employees and the Employer shall provide the names of two (2) representatives to sit on the EMAC. The National Representative shall be invited to attend.

ARTICLE 9 - GRIEVANCE PROCEDURE

9.01 Recognition of Union Stewards

In order to provide an orderly and speedy procedure for the settling of grievances, the Employer acknowledges the rights of the Union and the Union Stewards. The steward will assist any Employee which the Union represents, in preparing and presenting their grievance in accordance with the grievance procedure.

9.02 Names of Stewards

One Local Representative will be paid at their regular rate of pay for all time used during their regularly scheduled hours of work in attending a grievance.

9.03 Permission to Leave Work

The Employer agrees that stewards shall not be hindered, coerced, restrained or interfered with in any way in the performance of their duties while investigating disputes as provided in this article. The Union recognizes that each steward is employed full-time or part-time by the Employer and that they will not leave their work during working hours except to perform their duties under this Agreement. Therefore, no steward shall leave their work without obtaining the permission of their supervisor, which permission shall not be unreasonably withheld.

9.04 Definition of Grievance

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

9.05 Settling of Grievances

An earnest effort shall be made to settle grievances fairly and promptly in the following manner:

Step I

An Employee who believes that they have a problem arising out of the interpretation, application or alleged violation of this Collective Agreement shall first discuss the matter with their immediate supervisor within ten (10) days of the date they first became aware of, or reasonably should have become aware of the occurrence. "Immediate supervisor" means that person from whom an Employee normally receives their work assignments. The Employee shall have the right to be accompanied by a shop steward or Local Union officer while discussing the matter with their immediate supervisor.

A sincere attempt shall be made by both Parties through discussion to resolve the problem at that level. The immediate supervisor shall advise the Employee of their decision within ten (10) days of the date the matter was first discussed. The Local Union and Management will be kept verbally informed at Step 1.

Step II

Failing satisfactory settlement being reached in Step I, the Union will submit to the Administrator a written statement of the particulars of the grievance and the redress sought within ten (10) days. The Administrator or designate shall meet with the Union within ten (10) days of receipt of the written grievance. The Administrator shall render their decision within ten (10) days after receipt of such statement.

Step III

Failing satisfactory settlement being reached in Step II, the Union will submit to the CEO or their designate, a written statement of the particulars of the grievance and the redress sought, within ten (10) days. A meeting shall be held between the CEO or their designate, and the Employee and/or Union within fifteen (15) days of receipt of such notice by the CEO. The CEO or their designate shall render their decision within ten (10) days from the date upon which the meeting was held.

Meetings may be held by telephone conference call.

Step IV

Failing satisfactory settlement being reached in Step III, the Union or Employer may refer the grievance to arbitration. If no written notice of intent to submit the grievance to arbitration is received within fourteen (14) days after the decision

- under Step III is given, the grievance shall be deemed to have been settled or abandoned.
- 9.06 Throughout this Collective Agreement, the reference to "days" shall not include Saturdays, Sundays, or General Holidays.
- 9.07 Replies in Writing
- Replies to grievances stating reasons shall be in writing at all stages.
- 9.08 Facilities for Grievance
- The Employer shall supply the necessary facilities for the grievance meetings.
- 9.09 Mutually Agreed Changes
- Any mutually agreed changes to this Collective Agreement shall form part of this Collective Agreement if reduced to writing and are subject to the grievance and arbitration procedure.
- 9.10 Agreements re: Grievance
- All agreements reached under the grievance procedure between the Employer and its Representatives, and the Union and its Representatives will be final and binding upon the Employer, the Union and the Employee(s) involved.
- 9.11 Union Grievances
- The Union may institute a grievance consisting of an allegation of a general misinterpretation or violation by the Employer of this Agreement. It is understood that this grievance will commence at Step II of the grievance procedure provided that it is presented within twenty (20) days after the circumstances giving rise to the grievance have originated or occurred.
- 9.12 Group Grievance
- A Group Grievance shall be defined as a grievance of an identical or similar nature affecting two or more Employees. Such grievance shall commence at Step II of the Grievance Procedure if more than one immediate supervisor is involved. Otherwise, group grievances shall begin at Step 1. Group grievances must be brought forward within twenty (20) days of the date they first became aware of, or reasonably should have become aware of the occurrence.
- 9.13 Lost Time Grievance
- In the event an Employee alleges that they have been dismissed or suspended without just cause, they may commence their grievance at Step II.

9.14 Grievances on Lay-offs and Recalls

Grievances concerning lay-offs and recalls shall be initiated at Step II of the Grievance Procedure.

ARTICLE 10 - ARBITRATION

10.01 Composition of Board of Arbitration

Failing a satisfactory settlement being reached in Step III, either Party may refer the grievance to arbitration within fourteen (14) days by giving notice to the other Party in writing in accordance with Step IV. Unless both Parties agree to the appointment of a single arbitrator to constitute the Board of Arbitration within seven (7) days, the other Party shall give notice in writing naming their nominee to the Arbitration Board. The two named members of the Board shall within five (5) days name a third member of the Board who shall be the Chairperson. In the event of failure to agree upon a third person, the appropriate Minister for the province of Alberta shall be requested to appoint a third member.

10.02 The Board shall determine its own procedure but shall give full opportunity to all Parties to present evidence and make representations. It shall hear and determine the difference or allegation and render a decision within ten (10) days from the time the hearing is conducted.

10.03 Decision of the Board

The decision of the majority shall be the decision of the Board. The decision of the Arbitration Board shall be final, binding and enforceable on the Parties. The Board shall have the power to dispose of a discharge or discipline grievance by any arrangement which it deems just and equitable. However, the Board shall not have the power to change this Agreement or to alter, modify or amend any of its provisions.

10.04 Disagreement on Decision

Should the Parties disagree as to the meaning of the Board's decision, either Party may apply to the Chairman of the Board of Arbitration to reconvene the Board to clarify the decision, which it shall do within five (5) days.

10.05 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/Arbitrator;
- (c) its own expenses including any pay due to be paid to witnesses.

No costs shall be awarded to or against any Party.

10.06 Amending of Time Limits

The time limits fixed in both the grievance and arbitration procedure may be extended only by consent of the Parties, confirmed in writing.

10.07 Witnesses

At any stage of the grievance or arbitration procedure, the Parties shall have the assistance of any Employee(s) concerned as witnesses and any other witnesses.

All reasonable arrangements will be made to permit the conferring Parties or the arbitrator(s) to have access to the Employer's premises to view any working conditions which may be relevant to the settlement of the grievance.

ARTICLE 11 - SENIORITY

11.01 Seniority Defined

Seniority is defined as the length of service in the bargaining unit since the date of last hire. Seniority shall operate on a bargaining unit wide basis.

A record will be kept of the hours worked by a casual Employee. In the event that such person is accepted for full-time or part-time employment, they shall be credited with seniority equivalent to the hours worked prior to acceptance for full-time or part-time employment.

11.02 Seniority List

The Employer shall maintain a seniority list showing the date upon which each Employee's service commenced and showing each Employee's seniority accrual as set out in Article 11.03. An up-to-date seniority list shall be sent to the Union and posted on the staff room bulletin board in April of each year. An Employee shall notify the Employer of an error in the seniority list within ten (10) days of the posting of such list.

11.03 Seniority Accrual

Employees will accumulate seniority on the basis of one year for each one thousand nine hundred and fifty (1,950) hours worked including hours not worked but paid for by the Employer. Seniority will be acquired when an Employee has completed their probationary period and be retroactive to the date of hire into an Employee's first permanent position. Casual Employees will not accrue seniority, except as specified in Article 11.01.

Employees will accumulate seniority during:

- (a) periods of sick leave;
- (b) leaves of absence with pay;
- (c) bereavement leave;
- (d) Employer paid Jury/Witness duty;
- (e) paid vacations;
- (f) when in receipt of Worker's Compensation;
- (g) while on approved Union leave of absence;
- (h) while on maternity leave;
- (i) time paid by the Employer while on lay-off.

11.04 Transfer to Full-Time Employment

All seniority, vacation and other credits obtained under this Agreement shall be retained and transferred with the Employee when they are reclassified from full-time employment to part-time employment and from part-time employment to full-time employment.

11.05 Loss of Seniority

An Employee shall only lose their seniority and be deemed terminated in the event:

- (a) they are discharged for just cause and is not reinstated;
- (b) they resign;
- (c) they are absent from work in excess of three (3) days without sufficient cause;
- (d) they fail-to return to work after having received notice of recall as per Article 13.06. It shall be the responsibility of the Employee to keep the Employer informed of their current address;
- (e) they are laid off for a period of twelve (12) months and not recalled to a regular position. However, the twelve (12) month period will be extended equivalent to the number of hours paid by the Employer during the lay-off period.

11.06 Seniority and Transfers Outside the Bargaining Unit

No Employee shall be transferred to a position outside the bargaining unit without their consent. If an Employee is transferred to a position outside the bargaining unit, they shall retain their seniority accumulated up to the date of leaving the unit but will not accumulate any further seniority. An Employee shall have the right to return to a position in the bargaining unit during their trial period, which shall be up to a maximum of sixty (60) days. If an Employee returns to the bargaining unit, they shall be placed in a job consistent with their seniority. Such return shall not result in the lay-off or bumping of an Employee holding greater seniority. This clause will not apply to temporary transfers.

- 11.07 Should the Employee provide written notice of resignation and leave the employment of the Employer and subsequently be rehired by the Grande Prairie Care Centre within a period of sixty (60) days, their seniority shall be reinstated as of the last effective date of employment.

ARTICLE 12 - JOB POSTING

- 12.01 A vacancy in a bargaining unit position shall be posted internally within three (3) days and remain posted for five (5) days. The aforementioned internal posting does not restrict or limit the Employer's ability to simultaneously conduct external postings. The posting shall indicate the date of the posting, the closing date for full-time equivalency applications, the department in which the vacancy is to be filled, whether the position is permanent or temporary,

and the classification, qualifications, hours of work and rate of pay for the posted position.

12.02 Applications for job postings shall be in writing. If no applications are received by the end of the posting period, the Employer may fill the vacancy at its discretion.

12.03 Until the vacancy is filled, the Employer may fill the vacancy at its discretion on a temporary basis for a period of time not to exceed sixty (60) days or longer upon mutual agreement between the Union and the Employer.

12.04 Probation for Newly Hired Employees

An Employee shall serve a single probationary period of four hundred and eighty-seven point five (487.5) hours worked, for each period of continuous employment not interrupted by termination or dismissal. In the case of part-time or relief Employees who, upon completion of six (6) calendar months employment and who have not completed four hundred and eighty-seven point five (487.5) hours, their probationary period shall be deemed to have been completed. The probationary period may be extended for a period up to an additional four hundred and eighty-seven point five (487.5) hours worked, provided that the Employee and the Union have been provided the reason in writing. However, in no event will the total probation period exceed nine hundred and seventy-five (975) hours. During the probationary period the Employee may be terminated for any reason without:

(a) notice; or

(b) pay (except as may be required by the provisions of the Alberta Employment Standards Code); the Employer shall provide a reason for the termination to the Employee and the Employee shall not have recourse to the grievance procedure set out in this Collective Agreement or the Code, with respect to such termination.

12.05 The Employer shall provide a paid orientation period for all new Employees. The orientation period shall not be less than three (3) working shifts for direct nursing staff and not less than one (1) shift for general support. At the discretion of the Administrator, an additional orientation shift will be given if required, to a maximum of two (2) shifts.

12.06 The Employer shall provide a performance appraisal of each probationary Employee at least once during their probationary period. If a performance appraisal is not performed the Employee shall be deemed to have completed their probation period.

12.07 Transfer to Another Position

If a probationary Employee is transferred to another department the Employee will continue to accumulate hours of service toward the completion of the four hundred and eighty-seven point five (487.5) hours.

12.08 Filling Vacant Positions

In making appointments and filling vacancies, appointments will be made on the basis of education, experience, training, qualifications, skill, and discipline history. The applicant with the greatest seniority who meets the above requirements will be deemed the successful applicant.

12.09 The Employer, if requested by an Employee, will discuss with unsuccessful applicants' ways in which they can improve their qualifications for future postings.

12.10 Within seven (7) days of the date of appointment to a vacant position, the name of the successful applicant shall be posted on the staff room bulletin board. The Union shall be notified in writing of all appointments, hiring, transfers and terminations of employment.

12.11 Notwithstanding Article 2, when the successful candidate in a position is internal, all vacancies arising as a result shall be posted and filled in accordance with this Article.

12.12 The successful applicant shall be placed on trial for a period of three hundred and twenty-five (325) hours worked. Conditional on satisfactory performance, such trial promotion or transfer shall become permanent. In the event the successful applicant proves unsatisfactory in the position during the aforementioned trial period, or if the Employee finds themselves unable to perform the duties of the new job classification, they shall be returned to their former position and salary without loss of seniority. Any other Employee promoted or transferred because of the rearrangement of positions shall also be returned to their former position and salary without loss of seniority.

ARTICLE 13 - LAY-OFFS AND RECALLS

A lay-off is defined as a reduction in the work force.

13.01 Role of Seniority in Lay-offs

Both Parties recognize that job security shall increase in proportion to length of service. In the event of lay-off by department, Employees shall be laid off in the reverse order of their seniority provided that the remaining Employees are willing, able and qualified to satisfactorily perform the available work.

13.02 Bumping Procedure

- (a) Laid off Employees may bump a less senior Employee in any position they are qualified and certified to work in.
 - (i) The Employee exercises their bumping rights within seven (7) days of notification of lay-off by written notice to the Administrator; and
 - (ii) The Employee is willing, qualified, certified where required and able to perform the available work.
- (b) The Employee is entitled to bump into one temporary position during the period of lay-off without prejudicing the right to bump as defined under 13.02 (a).
- (c) When an Employee bumps a less senior Employee in another classification, an orientation period will be provided to familiarize the Employee with the duties and routine of the position.

13.03 Recall Procedure

- (a) Employees on lay-off will be recalled in the order of their seniority where positions become available, provided they are qualified and able to perform the available work.
- (b) No new Employees shall be hired for a position while there are Employees on lay-off with seniority provided they are willing, qualified, certified where required and able to perform the available work.
- (c) Laid off Employees will be given first opportunity to available work to their former F.T.E. equivalent provided they are qualified and able to perform the available work.

13.04 Advance Notice of Lay-off

Unless otherwise provided by legislation, the Employer shall notify Employees who are to be laid off within fourteen (14) days prior of the work reduction. In the case of probationary Employees, the Employer shall not be required to give notice. If the Employee has not had the opportunity to work the days as provided in this article, they shall be paid for the days for which work was not made available. These provisions shall not be effective in the event of an emergency, which disrupts or curtails the operation of the Care Centre.

13.05 Advise Union

In the event of lay-offs and recalls the Employer agrees to advise the Union.

13.06 Communication to Confirm Availability After Recall

A person who is laid off shall communicate with the Employer within seventy-two (72) hours of notice of recall being received by registered mail to the person's recorded address. An Employee shall be prepared to begin work at a time designated by the Employer provided that if the Employee is required to give notice to another Employer they shall not be required to report for work any sooner than fourteen (14) days after receipt of notice of recall. In the event an Employee is unable to respond to their recall notice for valid reasons, time to respond will be extended for fourteen (14) days.

ARTICLE 14 - DISCIPLINE

- 14.01 Whenever the Employer deems it necessary to censure the Employee in a manner indicating that dismissal or discipline may follow any further infraction, the Employee shall be notified in writing of the action and/or penalty with a copy to the Union.
- 14.02 An Employee will not be disciplined or dismissed except for just cause. The procedure stated in 14.01 does not prevent immediate suspension or dismissal for just cause, for which the Employer shall bear the burden of proof.
- 14.03 Upon request of the Employee, all record of any disciplinary action taken by the Employer shall be removed after twenty-four (24) months from the date of the discipline provided no further disciplinary action has occurred within the intervening period. This clause does not apply to arbitration decisions.
- 14.04 Upon seventy-two (72) hours notice, in writing, to the Employer, an Employee shall be permitted to review their personnel file under the direct supervision of the Administrator or their designee. Should an Employee request and be provided a copy of the documents in their personnel file, they shall be required to pay a reasonable fee to cover the cost of copying; such fee shall be established by the Employer.
- 14.05 Right to Union Representation
- An Employee who is to be disciplined shall be advised of such discipline in advance and informed of their right to have a Union representative present.
- 14.06 It is agreed that discipline will be corrective in nature, and progressive when possible. Violence in the workplace will not be tolerated and will be subject to immediate dismissal.

ARTICLE 15 - HOURS OF WORK

15.01 This Article defines the normal hours of work for a full-time Employee.

15.02 Regular Daily Hours

Regular daily hours of work shall be seven and one-half (7 ½) hours per day, and bi-weekly shall be seventy-five (75) hours, exclusive of meal breaks.

15.03 The work period shall consist of seventy-five (75) hours in any bi-weekly period.

15.04 This Article shall not preclude the implementation of modified daily or bi-weekly hours of work by mutual agreement between the Union and the Employer.

15.05 Meal Period

(a) The meal period shall be one-half (1/2) hour to be scheduled by the Employer during the Employee's day shift.

(b) Employees working evenings or night shift who are required by the Employer to remain within the facility will be permitted a one-half (1/2) hour paid meal break.

15.06 Rest Breaks

All Employees shall be permitted one (1) rest period of fifteen (15) minutes during each period of three point seven-five (3.75) hours of work to be scheduled by the Employer during the Employee's shift whether day, evening or night. It is understood that hours of work shall be defined for the purposes of this clause to include a one-half (1/2) hour meal period as described in Article 15.05.

ARTICLE 16 - WORK SCHEDULE

16.01 Continuous Operation

It is understood and agreed that work shall provide for a continuous operation Friday through Thursday.

16.02 Shift schedules will be posted on the notice board two (2) weeks prior to the effective date of the schedule. They shall show the days scheduled to be worked and the shifts to be worked on those days. For full-time Employees, the schedule will also indicate the days scheduled as being off duty.

- (a) When a change is made in the shift schedule of a Full-time or Part-time Employee, other than those changes contemplated by Articles 16.05 or 16.06 of this Agreement, the Employee shall be informed, and the change shall be recorded on the shift schedule. When the change is made with less than five (5) days notice, the Employee shall be paid at two times (2X) their regular rate of pay for the first shift of the changed shift schedule.
- 16.03 Requests for specific days off shall be submitted in writing to the supervisor fourteen (14) calendar days prior to the day requested. Such requests shall be confirmed in writing. Where possible, General Holidays will be scheduled in conjunction with the Employee's regularly scheduled weekends.
- 16.04
 - (a) When time is converted to Daylight savings from Mountain Standard Time in accordance with the Daylight Savings Time Act regular hours of work shall be extended to include the additional hour and the Employee shall be paid at the overtime rate for that hour.
 - (b) When time is converted to Mountain Standard Time from Daylight Savings Time in accordance with the Daylight Savings Time Act, regular hours of work and earnings shall be reduced by one hour.
- 16.05 Employees may exchange shifts including vacant shifts, with the approval of the Employer provided that:
 - (a) the request is submitted in writing and co-signed by the Employee willing to exchange shifts; or
 - (b) the request to exchange for a vacant shift is submitted in writing and signed by the Employer, and
 - (c) there is no increase in cost to the Employer.
- 16.06 Full-time Employees may be required to work for more than five (5) consecutive days to provide for days off on a consecutive rotation basis of four (4) days off bi-weekly and shall be taken on such days as shall be specified by the Employer. In a bi-weekly schedule, two of the four scheduled days off shall be consecutive. The Employer shall arrange shift schedules such that an Employee is not scheduled to work for more than six (6) consecutive days. If an Employee is scheduled to work or is called in, then beginning the seventh (7th) day shall be paid at the rate of double time (2X) for all subsequent days worked until the Employee is given a minimum of twenty-four (24) hours off. The Employer may switch scheduled days off to accommodate an emergency situation provided the switch is mutually agreed upon in writing (with reference to this article) with the Employees affected. Any such change will be submitted to the Union.

- 16.07 Employees will be paid a premium for all hours worked between 1500 hours and 0700 hours. The premiums are to be paid as follows:
- (a) LPN, HCA, RA \$2.55 per hour
 - (b) DA, LA, Housekeeper, Assistant Cook \$2.55 per hour
- 16.08 Employees required to work weekend shifts will be paid two dollars fifty-five cents (\$2.55) per hour for all hours worked between 1500 hours on Friday and 0700 hours on Monday. It is understood that this weekend premium will be in addition to the shift premium referred to in Article 16.07.
- 16.09 The shift commencing at or about midnight shall be considered the first shift of each working day. A shift shall be entirely within the calendar day in which the majority of hours falls regardless of what calendar day any part of such shift was actually worked.
- 16.10 There shall be no scheduled split shifts.
- 16.11 At least twelve (12) hours time off shall be scheduled between shifts. An Employee who is scheduled to work within twelve (12) hours after a scheduled shift shall receive overtime rates of pay for all hours worked within such twelve (12) hour period. A shorter period of time between shifts may be scheduled by mutual consent between the Employer, the Union and the Employees.
- 16.12 The Employer shall arrange shifts so that Saturdays and Sundays (weekends) off are distributed as equally as possible.
- 16.13 There shall be no pyramiding of premiums, except where expressly authorized in this Collective Agreement.
- 16.14 The Employer will provide the Union with an authorized copy of all work schedules upon request.
- 16.15 Reporting Pay
- Any Employee who reports for work as requested or scheduled and is sent home for any reason other than disciplinary shall be paid for the full length of the shift or four (4) hours, whichever is the greater, at the Employee's regular rate of pay.
- 16.16 Responsibility Pay
- From time to time during the evening and night shifts, there are no RN's on shift. Therefore, it is required that an LPN assume some of the duties associated with "Charge Pay". It is further understood that the Director of Nursing will be on call and can be reached twenty-four (24) hours a day.

Therefore, during these shifts:

- (a) The Employer will first offer to the most senior LPN on shift to be the Employee responsible for the "Charge Duties". If the first Employee refuses the offer in writing, it will then be offered to the next most senior LPN working the same shift.
- (b) Employees so designated shall receive in addition to their regular earnings, a premium of two dollars (\$2.00) per designated hour worked.

Both Parties further agree that retroactive pay will be paid for all shifts designated as "Charge Shifts" up to the signing of this Letter of Understanding.

16.17 Night Meal Breaks

Employees working night shift are required to remain within the Facility for the full shift and will be paid for the meal break. The paid meal break will not be used to calculate overtime.

ARTICLE 17 - OVERTIME

17.01 Overtime Defined

Overtime shall be paid for all hours worked over seven and one-half (7½) hours in a shift and seventy-five (75) hours bi-weekly at the rate of two times (2X) the Employee's regular rate of pay.

Overtime must be authorized by the Administrator or the person in charge when the Administrator is absent.

17.02 Part-Time Employees

Part-time Employees who are scheduled to work less than seventy-five (75) hours in a two (2) week period will not qualify for overtime unless they have completed seventy-five (75) hours of work in the scheduled work period or in excess of seven and one-half (7 ½) hours in a shift.

17.03 No Pyramiding

There shall be no pyramiding of any premium pay. (Overtime and paid holiday pay, etc.)

17.04 In no event shall any overtime be payable as a result of Employees voluntarily exchanging shifts.

17.05 Sharing of Overtime

Overtime shall be voluntary except that the Employer shall have the right to order overtime should no volunteers be available. In such cases the Employer shall start with the least senior Employee. Overtime and call back time shall be divided as equally as possible among Employees who have indicated in writing their availability and who are willing and qualified to perform the available work.

17.06 Call Back Guarantee

If an Employee is called back to work within fifteen (15) hours after working their regular shift, they shall receive overtime rates of pay for all hours worked during the call back.

17.07 Full-time Employees required to work on their scheduled days off shall be paid at the rate of double (2X) time for all scheduled days off unless the Employee is given at least fourteen (14) days notice of the change in shift schedule.

17.08 Where mutually agreed by the Employer and the Employee, the Employee may receive time off in lieu of overtime. Such time off shall be 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. In no case shall it be later than one hundred (100) days from the date the overtime was worked.

ARTICLE 18 - GENERAL HOLIDAYS

18.01 General Holidays Defined

Full-time and Part-time Employees who have completed their probationary period shall receive the following paid General Holidays:

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

The intent is that there will be eleven (11) paid General Holidays per calendar year for the duration of this Agreement.

18.02 Qualified for Payment

General Holiday pay will be computed on the basis of the number of hours an Employee would otherwise work had there been no General holiday, at their regular rate of pay.

In order to qualify for General Holiday pay an Employee must work their full scheduled shift immediately preceding and immediately following the General Holiday except where the Employee is absent due to illness or bereavement leave. If an Employee is absent on a paid General Holiday when scheduled to work, they shall forfeit all pay for the holiday unless due to illness. If an Employee is in receipt of W.C.B. or E.I. benefits, they will not qualify for General Holiday pay in accordance with this Collective Agreement.

18.03 Work on a General Holiday

(a) Full-time Employees

Full-time Employees who have completed their probationary period shall be paid at the rate of one and one-half (1 ½) times their applicable hourly rate for all hours worked, and:

- (i) receive a day off with pay to be taken within thirty (30) days either before or after the General holiday; or
- (ii) one regular day's pay.

(b) Part-time, Casual and Temporary Employees

Part-time, Casual and Temporary Employees shall be paid at the rate of one and one-half (1 ½) times their regular rate of pay for hours worked on a General Holiday as defined in Article 18.01.

(c) Support Staff Employees

For Support Staff roles (housekeeping, laundry) when filling a shift on a Statutory holiday, the shift will be offered in order of seniority.

18.04 General Holiday Falling on Day Off

When a General Holiday falls on an Employee's regular day off, the Employee shall receive:

- (a) a day off with pay to be taken within thirty (30) days either before or after the General Holiday; or
- (b) one regular day's pay.

18.05 Where reasonably possible, a requested lieu day shall be granted to a full-time Employee upon their request being submitted in writing to the Administrator fourteen (14) calendar days prior to the day requested. Failing mutual agreement, the Employer and the Employee may either schedule the lieu day or issue one day's regular pay. Days requested will be confirmed by the Administrator in writing.

18.06 The Employer will endeavour to schedule Christmas and New Year's Day as equitably as possible among staff year after year.

18.07 Part-time, Temporary and Casual Employees

On each pay cheque, Part-time, Temporary and Casual Employees shall be paid, in addition to their earnings, five percent (5%) of their earnings in lieu of named holiday benefits.

ARTICLE 19 - VACATION

19.01 Length of Vacation

An Employee shall earn an annual vacation based on regular pay. Employees shall receive vacation leave and vacation pay based on their years of employment.

For the purpose of calculating vacation entitlement, April 1st shall be determined to be the common anniversary date. During the first year of employment, vacation entitlement shall be pro-rated for the portion of the year worked.

- (i) 4% during the first (1st) to second (2nd) year; or
- (ii) 6% during the third (3rd) to sixth (6th) year, or
- (iii) 8% during the seventh (7th) to fifteenth (15th) year; or
- (iv) 10% during the sixteenth (16th) to twenty-fifth (25th) year; or
- (v) 12% during the twenty-sixth (26th) and subsequent years.

An Employee shall be entitled to vacation time as follows:

- (i) during the first (1st) to second (2nd) year fourteen (14) calendar days; or
- (ii) during the third (3rd) to sixth (6th) year twenty-one (21) calendar days; or
- (iii) during the seventh (7th) to fifteenth (15th) year twenty-eight (28) calendar days; or
- (iv) during the sixteenth (16th) to twenty-fifth (25th) years thirty-five (35) calendar days; or

- (v) during the twenty-sixth (26th) and subsequent years forty-two (42) calendar days.
- (a) An Employee shall be permitted to divide their vacation time upon mutual agreement between the Employer and the Employee.

Vacation time taken in divided periods will not exceed entitlement beyond regularly scheduled workdays whereby such absence would exceed regularly scheduled days of work had the entitlement been taken all at once.

- (b) No Employee may continue to work and draw vacation pay in lieu of taking their vacation time. No Employee shall be required to take less than their vacation time entitlement unless mutually agreed between the Employee and Employer.
- (c) Vacation time will begin on the first regularly scheduled workday occurring in the vacation period scheduled.

19.02 Non-Cumulation of Vacations

With the mutual consent of the Employer and the Employee, the Employee may carry over from year to the immediately next succeeding year, seven (7) working days vacation. Employees may not waive a vacation period in lieu of pay.

19.03 Compensation for General Holidays Falling Within Vacation Schedule

If a paid General Holiday falls or is observed during an Employee's vacation period, they shall be allowed an additional vacation day with pay on a date mutually agreed, but where possible such day will be added to the Employee's vacation. Failing agreement, the Employer shall pay an additional day's pay.

19.04 Vacation Pay

Vacation pay shall be at the rate of pay currently in effect at the time of the vacation.

19.05 Vacation Pay on Termination

Upon termination of employment, an Employee shall be entitled to vacation pay at the applicable earned rates based on length of service as specified in Article 19.01 for any earned but unused vacation entitlement.

19.06 Vacation Schedules

The vacation period shall be April 1st of the current year to March 31st of the following year. Vacation planners shall be posted by February 1st of each year. The Employer, having due regard for the efficient operation of the Care Centre shall confirm in writing, an Employee's requested vacation period by May 1st provided the Employee's request is submitted no later than April 1st of the year in which the vacation period is to be taken. Vacations will not be changed unless mutually agreed upon by the Employee and the Employer. Where possible, vacations shall commence immediately following an Employee's regular scheduled days off.

Employees called back from vacation or who have had their confirmed vacation recalled shall have first preference for rescheduled vacation.

Preference as to the choice of vacation dates shall be determined by length of service in the Employer's department.

Upon written request, an Employee shall be informed of their vacation accrual, once per year.

Employees who do not exercise their seniority rights by the cut-off date stipulated above, shall not be entitled to exercise those rights in respect to any vacation time previously selected by an Employee with less seniority.

Employees shall not be granted more than three (3) weeks' vacation during the months of July and August unless mutually agreed upon by the Employer and Employee, despite Article 19.07.

19.07 Unbroken Vacation Period

An Employee shall be entitled to receive their vacation in an unbroken period unless otherwise mutually agreed upon between the Employee and the Employer.

19.08 Time of Payment and Return

Prior to leaving on vacation the Employee shall be advised as to the date and time on which to report to work upon their return.

19.09 Casual and Relief Employees

Casual Employees will be compensated for vacation pay in accordance with the Alberta Employment Standards Code.

ARTICLE 20 - HEALTH BENEFITS

20.01 The Employer shall contract for and implement the following Group Plans:

- (a) Alberta Health Care Insurance Plan;
- (b) Alberta Blue Cross Medical Plan or equivalent coverage through another carrier. The Employer shall provide a one hundred percent (100%) reimbursement direct bill card. The Employer is not responsible for contribution in the event an Employee produces an exemption certificate indicating coverage through another source;

- (c) Dental Plan

The Employer agrees to provide a dental plan which provides coverage as follows:

- (i) One hundred percent (100%) Basic Services
- (ii) Fifty percent (50%) restorative (denture) the combined maximum claim for basic and restorative services is one thousand dollars (\$1,000.00) per family member per year.
- (iii) Fifty percent (50%) orthodontic to a maximum lifetime limit of one thousand dollars (\$1,000.00) per family member.

- (d) Group Life Insurance

A Group Life Insurance Policy insuring the amount of ten thousand dollars (\$10,000.00). It is understood that Employees who are over age 65 years are not insurable.

- (e) Vision Care

A Vision Care Plan which allows for the utilization of two hundred (\$200.00) dollars per insured Employee and each of their dependents in a twenty-four (24) month period with a further allowance of ninety-five (\$95.00) dollars in a twenty-four (24) month period for eye examinations as per the plan in place October 2008. It is understood that such plan will be cumulative in nature.

20.02 Health premiums costs will be paid as follows: Eighty percent (80%) Employer, twenty percent (20%) Employee. To start the 1st of the month following ratification.

20.03 Coverage under the provisions of this article shall apply to Regular Full-time and Regular Part-time Employees who work more than fifteen (15) hours per week and shall commence on the first day of the calendar month immediately following completion of the Employee's probation period.

20.04 Health Spending Account (HSA)

Any unused allocation in an Employee's HSA as of January 31st of each calendar year may be carried forward for a maximum of one (1) calendar year. Employees may utilize the HSA for the purposes of receiving reimbursement for health and dental expenses that are eligible medical expenses in accordance with the Income Tax Act. Where the Employer chooses to contract with an insurer for the administration of the HSA, the administration of the Account shall be subject to and governed by the terms and conditions of the applicable contract. The HSA shall be implemented and administered in accordance with the Income Tax Act and applicable Regulations in effect at the time of implementation and during the course of operation of the HSA.

The sum allocated by the Employer will be four hundred dollars (\$400.00) per eligible Regular Full-time Employees and pro-rated for a Regular Part-time Employees.

ARTICLE 21 - SICK LEAVE

21.01 To protect Employees against loss of income where they are legitimately ill, the Employer agrees that Employees absenting themselves on account of personal illness which renders them unable to perform their regular duties shall be entitled to receive paid sick leave benefits equal to their normal hourly wage, (exclusive of any overtime, shift differentials or premiums), for each day of personal illness that they were scheduled to work, to the extent of their accumulated sick leave credits.

21.02 Sick Time Accumulation Bank

Employees shall accumulate one and one-quarter (1 1/4) days of sick leave for each month of seniority to a maximum accumulation of one hundred twenty (120) days.

21.03 Use of Accumulated Sick Time Bank

For each scheduled day an Employee is sick, the hours scheduled will be deducted from the Employee's sick leave credits.

Employees shall not suffer any loss of seniority while receiving Employer paid sick leave.

21.04 Sick Leave as Affected by Probation Period

Employees who have not completed their probation period, as per Article 12.04 (Probation for Newly Hired Employees), shall not be entitled to paid sick

leave. However, once their probation period has been completed, they will be credited with four and one-half (4 ½) days paid sick leave.

21.05 When sick leave in excess of two (2) days consecutively or four (4) days in quarterly period, then proof of disability, sickness or accident from a qualified medical practitioner may be required. Any costs incurred in securing such proof of disability sickness or accident will be borne by the Employee.

21.06 Termination of Sick Leave

Paid sick leave benefits will cease on termination of employment, retirement or death. Paid sick leave benefits will not accrue (except in the event of maternity leave where the benefit will accrue to the end of the month in which the Employee commences maternity leave) while an Employee is on leave of absence, other than Union leave.

21.07 Part-Time Employees Sick Leave Credits

Part-time Employees shall accumulate paid sick leave on a pro-rata basis of all hours worked.

21.08 Only regularly scheduled workdays will be charged against paid sick leave credit.

21.09 Sick Leave Benefits While on Workers' Compensation

Absence for sickness or accident which is compensable by Workers' Compensation will not be charged against the Employee's accumulated paid sick leave credits.

21.10 Notification of Absence Due to Illness

An Employee absenting themselves on account of personal illness must notify the Employer on the first day of illness before the time they would normally report for duty. Failure to give adequate notice, unless such failure is unavoidable, may result in loss of paid sick leave benefits for that day of absence.

21.11 Notification of Return to Work

During any illness, the Employee will notify the Employer of their intention to return to work as far in advance as possible. Employees off for more than twenty (20) consecutive working days due to illness must provide a minimum of seven (7) working days notice of return to work.

21.12 Exhaustion of Sick Leave Credits

Employees whose paid sick leave credits are exhausted will be considered on sick leave without pay.

21.13 Casual Employees

Casual Employees shall not be entitled to paid sick leave.

21.14 No other Work

Employees shall not engage in any paid work or gainful employment while on paid sick leave. This shall be considered time theft and be subject to discipline up to and including termination.

21.15 All Employees who have completed their probationary period and who are Regular Full-time and Regular Part-time Employees shall be entitled to earn Paid Personal Leave as follows:

- (i) Employees who have not accessed any sick leave for one hundred twenty (120) consecutive calendar days shall be awarded one point five (1.5) paid personal day.
- (ii) For Part-time Employees, such days shall be prorated to Full-time equivalency according to the hours defined in their offer of employment.
- (iii) Employees may accumulate such paid personal days to a maximum of six (6).

ARTICLE 22 - LEAVE OF ABSENCE – UNION BUSINESS

22.01 Upon written request, leaves of absence without pay may be given to Employees for Union business subject to the provisions in Article 22.02. The Union agrees in making requests for such leave of absence that it will not unduly affect the proper operation of the Care Centre. However, the Employer agrees that permission for such leave will not be unreasonably withheld. Such leave shall not be subject to the terms of Article 27.

22.02 For such leave of absence, the Union must give fourteen (14) days notice in writing to the Employer, whenever possible. The Employer must respond within five (5) days.

22.03 Where such leave is granted the Employer will continue to pay the Employees for the periods of leave of absence. The Employer will submit an account to the Union for the Employees' wages and benefits. The Union shall remit the full cost to the Employer within thirty (30) days of receiving the Employer's billing.

ARTICLE 23 - BEREAVEMENT LEAVE

- 23.01 When an Employee requires time off from work, an Employee shall be granted a maximum of four (4) paid days bereavement leave immediately following the death of the following relatives. An additional two (2) paid days leave will be granted when in excess of three hundred (300) kilometres to attend the funeral is necessary.
- 23.02 (a) Mother, Father, Mother-in-Law, Father-in-Law, Husband, Wife, Son Daughter, Stepchildren, Step-Parents, Brother, Sister, Brother-in-Law, Sister-in-Law, Legal Guardian, Common-law Spouse, Son-in-Law, Daughter-in-Law, Grandparents, Grandchild, Fiancé.
- (b) Common-law spouse shall mean two (2) people living in a marriage type relationship not being married to each other who have cohabited continuously for a period of not less than one (1) year or in a relationship of some permanence where there is a child born of whom they are the natural parents.
- 23.03 An Employee will not be eligible to receive payment under the terms of bereavement leave for any period in which they are receiving any other payment such as for example: holiday pay, vacation pay or sick pay.
- 23.04 Bereavement leave without pay shall be extended upon request of an Employee by seven days when it is necessary for an Employee to travel in excess of three hundred (300) kilometres from their place of residence to attend the funeral.

ARTICLE 24 - PARENTAL LEAVE

- 24.01 Maternity Leave
- (a) An Employee who has completed six (6) months, continuous employment shall, upon her request, be granted maternity leave to become effective sixteen (16) weeks immediately preceding the expected date of delivery or such shorter period as she requests, providing, however, that if in the opinion of her medical physician, her ability to carry out her normal work assignments become limited, she may be placed on maternity leave earlier. Such leave shall be without pay or benefits, except for the valid health related portion of the maternity leave. The total period of parental leave shall not normally exceed seventy-eight (78) weeks. An Employee on maternity leave may maintain her benefits by prepaying, on a monthly basis, the full cost of the benefits (Employee and Employer portion) while on leave, except for the valid health-related portion of maternity leave, prior to delivery.

- (b) An Employee on such leave shall provide the Employer with two (2) weeks written notice of readiness to return to work following which the Employer will reinstate her in the same position held by her immediately prior to taking leave, and at the same step in the pay scale or provide her with alternative work of comparable nature at not less than the same step in the pay scale, and other benefits that accrued to her up to the date she commenced leave.

24.02 Paternity /Adoption Leave

- (a) An Employee who has completed six (6) month continuous employment shall be granted up to twelve (12) months paternity leave without pay or benefits immediately following the birth of the child.
- (b) An Employee who has completed six (6) months continuous employment shall be granted up to seventy-eight (78) weeks adoption leave without pay or benefits for the purpose of adopting a child.
- (c) An Employee may commence adoption leave upon one (1) days notice provided that application for such leave is made once the adoption has been approved and the Employer is kept informed of the progress of the adoption proceedings.

ARTICLE 25 - JURY DUTY LEAVE

25.01 Regular Employees who are subpoenaed to serve as jurors or witnesses in any Canadian court, provided such court action is not occasioned by the Employee's private affairs, shall be granted leave of absence without loss of pay equal to the length of the court duty. An Employee in receipt of their regular earnings while serving at a court shall remit to the Employer all monies paid to them by the court, except travelling and meal allowances not reimbursed by the Employer. Employees will come to work during those regularly scheduled hours that they are not required to attend court.

In the event an accused Employee is jailed pending a court appearance, such leave of absence shall be without pay.

ARTICLE 26 - LEAVE OF ABSENCE PERSONAL

26.01 The Administrator shall have the discretion to grant or refuse requests for leaves of absence without pay for extenuating personal reasons provided that they receives at least fourteen (14) days clear notice in writing, unless impossible, and that such leaves may be arranged without undue inconvenience to the normal operation of the Care Centre. Applicants, when applying, must indicate the date of their departure and specify the date of their

return. Leave of Absence shall not be unreasonably withheld and where permission is denied, reasons will be given in writing. The Employer shall respond to such requests in writing within five (5) days of receipt of the request.

26.02 All of the following Job-protected leaves are unpaid.

If any of the leaves in this Article overlap with statutorily permitted leaves in the Employment Standards Code, it is understood that leave days provided pursuant to this Collective Agreement shall also count towards the Employer's overlapping compliance with the Employment Standards Code. Further any leaves permitted pursuant to the Employment Standards Code that exceed the entitlement of this Collective Agreement, shall also be available to Employees, as required by the *Employment Standards Code*. The following leaves will be administered in accordance with respective legislation.

- (i) Domestic Violence Leave – A unpaid leave will provide up to ten (10) days of job protection per year for Employees addressing a situation of domestic violence.
- (ii) Citizenship Ceremony Leave – A unpaid leave will provide up to one day of job protection for Employees attending a citizenship ceremony.
- (iii) Critical Illness of an Adult Family Member – A unpaid leave will provide up to sixteen (16) weeks of job protection for Employees who take time off to care for an ill or injured adult family member.
- (iv) Critical Illness of a Child – A unpaid leave will provide up to thirty-six (36) weeks of job protection for parents of critically ill or injured children.
- (v) Death or disappearance of a Child – A unpaid leave will provide up to fifty-two (52) weeks of job protection for Employees whose child disappeared as a result of a crime, or up to 104 weeks if a child died as a result of a crime.
- (vi) Reservist leave- twenty (20) days per year for annual training.

Employees shall not lose seniority or their position while on leave. Upon returning to work Employees shall be returned to their original position and rate of pay.

The Employer and the Union cannot be held accountable for the content of external links; however further education and additional information please see the *Alberta Labour Standards* website:

<https://www.alberta.ca/job-protected-leaves.aspx>

ARTICLE 27 - LEAVE OF ABSENCE RULES

- 27.01 Employees who are on leave of absence shall not engage in gainful employment while on such leave. If an Employee does engage in gainful employment, they will forfeit all seniority rights and privileges contained in this Agreement unless otherwise agreed by the Union and the Employer.
- 27.02 An Employee who has been granted a leave of absence of any kind, and who overstays their leave of absence, without permission of the Employer and cannot provide a justifiable explanation, shall be considered to have terminated their employment.
- 27.03 Benefits will accrue from the date of return to employment following such leave of absence. No Employee will accumulate seniority, sick leave, or earned vacation nor will other benefits be paid or accrue while on leave of absence that exceeds one month, other than those leaves specified in Article 11.03.
- 27.04 Employees shall not be entitled to General Holidays with pay which may fall during the period of leave of absence.
- 27.05 Upon an Employee returning to work from an approved leave of absence, if it is not possible to return them to the same classification at the same full-time equivalency, they shall be able to exercise their rights under Article 13.

ARTICLE 28 - PAYMENT OF WAGES AND ALLOWANCES

28.01 Pay Days

The Employer shall pay salaries and wages bi-weekly for hours worked in accordance with the hourly wages set forth in Schedule "A" attached hereto and forming part of this Agreement. Every bi-weekly pay period, each Employee shall be provided with an itemized email statement of their wages, overtime and other supplementary pay and deductions.

- 28.02 Individual salary increases resulting from seniority levels shall be implemented at the anniversary date of employment. The anniversary date shall be adjusted forward if necessary to account for leave of absence or other absences under which seniority accumulation is suspended.
- 28.03 A job classification will not be changed for the purpose of evading payment of the minimum rate set out in Schedule "A". If the Employer establishes a new classification within the bargaining unit it shall be discussed with the Union in advance and shall be subject to negotiations to determine the rate of pay.

- 28.04 (a) When the Employer requires an Employee to substitute on a higher classified job covered by this Agreement for at least one (1) full shift, they shall be paid, in addition to their regular salary, an amount equal to the difference between the job rate of their position and the job rate for the new position for the period worked.
- (b) Where an Employee agrees to substitute on another job outside this Agreement, the Employee will receive, in addition to their regular salary, an amount commensurate with the additional responsibilities, but not higher than the rate for such classification.

28.05 Transfers to Lower Rated Classification

- (a) If an Employee voluntarily transfers to a lower rated classification, the Employee shall be established at the same step progression as had been achieved in the former classification.
- (b) In the event of a subsequent transfer to a lower rated classification due to lay-off(s), an Employee's rate of pay shall be red circled until such time the rate of pay in the lower classification exceeds it through collective bargaining.

28.06 Transfers to Higher Rated Classification

- (a) If an Employee is transferred to a higher rated classification, the Employee shall receive in the new classification the next rate above the Employee's present rate and shall progress within the scale for such higher rated classification according to the length of service within such higher rated classification subsequent to the date of the transfer.

28.07 The Employer will endeavour to provide on-going in-service training for Employees. Wherever possible such training will be scheduled during regular working hours and offered several times during the course of the year.

If Employees attend such in-service during non-scheduled working hours, the hours spent during the in-service will be credited to their cumulative seniority hours only.

Attendance at in-service training sessions during non-scheduled working hours is voluntary. Employees who choose not to attend such sessions will not be adversely affected.

Attendance at in-service training sessions during regularly scheduled working hours may be considered mandatory at the discretion of the Employer.

- 28.08 For the purpose of accumulated hours of experience, the parties agree that Health Care Aides with and without certification and Recreation Aides be treated as related classifications; that Dietary Aides, Laundry Aides, and Housekeepers be treated as related classifications; and that Dietary Aides and Assistant Cooks be treated as related classifications. All hours of service to the Employer within related classifications shall be accumulated as a single number of hours for advancement on the pay grid. Employees shall advance through the pay grid for each one thousand nine hundred and fifty (1950) total paid hours in all related classifications.

ARTICLE 29 - SAFETY

29.01 Cooperation on Safety

The Local Union and the Employer shall co-operate in improving rules and practices which will provide protection to Employees engaged in hazardous work.

- 29.02 The Occupational Health and Safety Committee shall be composed of representatives of the Employer and representatives of the Local Union and may include other staff of the Grande Prairie Care Centre. This Committee shall meet quarterly.

- 29.03 Minutes of each meeting shall be taken and shall be approved by the Committee.

- 29.04 The Committee may make recommendations to the Employer with respect to occupational health and safety matters.

- 29.05 The Committee shall consider measures necessary to ensure the health and safety of each Employee on the Employer's premises.

ARTICLE 30 - GENERAL CONDITIONS

30.01 Accommodation

Accommodation shall be provided for Employees to have their meals and store and change their clothes.

- 30.02 Subsequent physical examinations and x-rays may be required by the Employer for the benefit of the Employee and the Care Centre. If the Employer requires the Employee to have subsequent physical examinations or x-rays such shall be done while the Employee is regularly scheduled to work. The Employer will reimburse the Employee if they incur an expense for the subsequent physical examination and the expense is not able to be paid by

Alberta Health Care Insurance Plan or any other benefit plan by Alberta Health Care Insurance Plan or any other benefit plan from which the Employee may recover such expense.

30.03 Copies of the Agreement

Copies of the Collective Agreement shall be printed by the Union. Following signing of the Collective Agreement, each Employee shall be provided with a copy. The Union shall supply twelve (12) copies of the Collective Agreement to the Employer.

30.04 It shall be the responsibility of the Employee to keep the Employer informed of their current address in case it is necessary to notify any Employee of any matter under this Agreement. Notice may be given personally or by prepaid registered post addressed to the Employee at their last address shown on the seniority list on the payroll of the Employer and such notice shall be deemed to have been given when delivered to the postal authorities.

30.05 In the event of any legislation now in force, or hereinafter enacted, invalidating the application of any section or article of this Agreement, such section or article shall be amended or deleted as the case may be, and the remainder of this Agreement shall remain in full force and effect.

30.06 Gender neutral throughout the Collective agreement in its entirety.

30.07 The interpretation of words "shall", "will", and "must" when used in this Collective Agreement is mandatory.

30.08 Information required by an Employee(s) regarding their employment will be supplied by the Employer on request at no cost to the Employee.

30.09 An Employee shall provide two (2) weeks written notice of resignation of employment.

30.10 The Employer will endeavour to maximize the utilization of full-time staff where operationally feasible.

30.11 Wherever reference to "Director of Care" is made in this Collective Agreement it shall mean "Administrator".

ARTICLE 31 - DEFINITIONS

31.00 Definitions

The word "Employee" or "Employees" as used in this Agreement shall mean Employees as referred to in Article 3 of this Agreement who are within the bargaining unit for whom the Union is recognized as bargaining agent.

31.02 A full-time Employee shall mean a person covered by this Agreement who is committed to and regularly works the full work period of seventy-five (75) hours bi-weekly, exclusive of overtime.

31.03 A permanent part-time Employee is one who is committed to and regularly works less than the full-time but works more than fifteen (15) hours per week.

31.04 (a) A casual Employee is one who is called in to work occasionally, usually on a "call" basis, but who does not work a regular schedule or does so only for a specified period, but not for the purpose of depriving another Employee of full-time employment. A record will be kept of the hours worked by a casual Employee and in the event that such person is accepted for full-time or part-time employment they shall be credited with seniority equivalent to the hours worked prior to acceptance for full-time or part-time employment. Further, the Employer agrees to pay to Casual Employees not less than the starting rate specified in Schedule "A" and agrees to deduct Union dues from Casual Employees as requested by the Union.

(b) Casual Employee

- i. The Employer shall distribute (offer) shifts as equally as possible between all available casual Employees subject to their availability.
- ii. Casuals must supply their availability by the first (1st) day of each month. Failure to provide availability shall render the casual Employee inactive. Three (3) consecutive months as an inactive or unavailable casual Employee, except for illness, injury or other reason acceptable to the Employer shall result in termination of Employment.
- iii. Refusal of three (3) offered shifts where a casual Employee has submitted availability in the one-month period, except for illness, injury or other reason acceptable to the Employer shall result in termination of employment.

31.05 A temporary Employee is a person who is employed for a specific time period until completion of a particular project for a maximum duration of one (1) year. The terms of this Agreement will apply to the temporary Employee for the duration of the specified time period or completion of the project.

- 31.06 The terms "regular pay" and "straight pay" when used in this Agreement shall mean the amounts indicated in the Wage Classifications contained in Schedule "A".
- 31.07 The words "bi-weekly period" shall mean the two (2) calendar weeks constituting a pay period.
- 31.08 The words "seniority" and "length of service" shall be synonymous for the purpose of this Agreement.

ARTICLE 32 - TERM OF AGREEMENT

32.01 Duration

This Agreement shall be binding and remain in effect from July 1, 2020, until June 30, 2022 and shall continue from year to year thereafter.

Notwithstanding the termination dates of this agreement, if notice has been given to commence collective bargaining, the terms and conditions contained herein shall remain in full force and effect until otherwise altered through the advent of a new Collective Agreement, or until notice of a strike or lockout is received, whichever is first.

Either Party shall serve notice of its intention to commence collective bargaining, in writing, to the other Party at least sixty (60) days before and not sooner than one hundred twenty (120) days prior to the expiry date of this Agreement.

During the term of this Collective Agreement, the Union agrees there shall be no strike and the Employer agrees there shall be no lockout.

32.02 Retroactivity

The Employer will pay retroactivity on the basis of all hours worked from and including January 1, 2021 to the date of implementation of this Agreement to Employees on staff as at the implementation date. Changes to Shift Differentials, Weekend Premiums and the Market Adjustment shall be effective upon ratification of this Collective Agreement.

SCHEDULE "A" WAGES

		Jan 1, 2021	NLA
		.6%	
	Hrs to Advance		
LPN	Probation	\$27.26	\$28.76
	1950	\$27.45	\$28.95
	3900	\$28.56	\$30.06
	5850	\$29.70	\$31.20
	7800	\$30.81	\$32.31
	9750	\$32.05	\$33.55
	11700	\$33.04	\$34.54
	13650	\$34.01	\$35.51
Healthcare Aide w/certificate Recreation Aide w/certificate	Probation	\$19.23	\$20.73
	1950	\$19.53	\$21.03
	3900	\$19.82	\$21.32
	5850	\$20.40	\$21.90
	7800	\$21.56	\$23.06
	9750	\$22.74	\$24.24
	11700	\$23.33	\$24.83
Healthcare Aide w/o certificate	Probation	\$17.56	\$19.06
	1950	\$17.86	\$19.36
	3900	\$18.16	\$19.66
	5850	\$18.74	\$20.24
	7800	\$19.88	\$21.38
	9750	\$21.09	\$22.59
	11700	\$21.65	\$23.15

SCHEDULE "A" WAGES

		Jan 1, 2021	NLA
		.6%	
Hrs to Advance			
DA/LA Housekeeper	Probation	\$16.96	\$18.46
	1950	\$17.53	\$19.03
	3900	\$18.15	\$19.65
	5850	\$18.71	\$20.21
	7800	\$19.15	\$20.65
	9750	\$19.53	\$21.03

Assistant Cook	Probation	\$18.44	\$19.94
	1950	\$19.03	\$20.53
	3900	\$19.64	\$21.14
	5850	\$20.27	\$21.77
	7800	\$20.68	\$22.18
	9750	\$21.11	\$22.61

Note: NLA - the Northern Living Allowance indicated in these columns is for illustrative purposes only and is subject to the terms and conditions of Letter of Understanding #2 Re: Northern Living Allowance

ADDENDUM PENSION PLAN

Effective October 1, 1991, all Regular Full-Time and Regular Part-Time Employees, upon completion of the probation period, shall have the option of enrolling in the facility pension plan, the terms and conditions of which are as follows:

1. Type of Plan

The Plan will be a Defined Contribution Pension Plan. Participation in the Plan shall be voluntary.

2. Contributions

a) Member Contributions - Each member who opts into the Pension Plan will be required to make contributions on one of the following basis:

- i. One (1) percent of regular earning;
- ii. Two (2) percent of regular earnings;
- iii. Three (3) percent of regular earnings.

b) Employer Contributions - The Employer will be required to match contributions made by each member.

3. Allocation of Contributions

Contributions and interest earnings will be allocated to the account of each individual member. Full disclosure of individual account balances will be available, and in any case, each member will receive an annual statement of her accumulated balance.

4. Investment of Contributions

All contributions will be directed to a guaranteed current interest account.

5. Vesting

a) Employer contributions will be vested in the Employee as required by the *Alberta Employment Pensions Act*.

- b) On termination of employment before retirement age, a non-vested Employee will receive the balance arising from her own contributions in cash. A vested Employee will have the option to withdraw her own contributions, but if such option is exercised, the Employer contributions will be forfeited by the Employee. Employer contributions on behalf of both non-vested and vested Employees who terminate and withdraw their contributions shall be used to offset future Employer contributions for the remaining participants in the plan.

6. Payments to Estate

In the event of death prior to retirement, the balance of the individual account, including Employee contributions and any portion of Employer contributions which are vested in accordance with 5 (a) above, will be paid in cash to the estate or designated beneficiary.

7. Early or Late Retirement


In the event of early or late retirement (at ages fifty-five (55) years to seventy-one (71) years), the retiring Employee will be entitled to the pension purchasable at the attained age, based on the balance of the individual account. In the case of an Employee who elects to retain employment with the Employer beyond the age of sixty-five (65), no further contributions will be made from her sixty-fifth (65th) birthday, unless by mutual consent between Employer and Employee.

8. Administration Costs

All costs of administration will be borne by the Pension Plan.

FOR THE UNION:

Canadian Union of Public Employees
Local 2158



Date: April 19, 2022

FOR THE EMPLOYER:

Chantelle Management Ltd.





Date: April 05, 2022

LETTER OF UNDERSTANDING # 1

- between -

Chantelle Management Ltd.
(hereinafter referred to as the "Employer")

- and -

Canadian Union of Public Employees
(hereinafter referred to as the "Union")

Re: Northern Living Allowance

WHEREAS the Parties acknowledge that the Employer wishes to maintain a market-competitive compensation position with other Employers in the local market.

AND WHEREAS the Parties want to assist in the immediate recruitment and retention of staff;

THEREFORE, the Parties agree as follows:

- 1) The Employer will provide a Northern Allowance of \$1.50 per paid hour effective September 30, 2008. This Northern Allowance will be pro-rated based on hours paid (exclusive of lieu hours). This includes all Employees in a full-time, part-time, or casual capacity.
- 2) This Northern Allowance does not apply to those Employees on an unpaid leave of absence or Worker's Compensation.
- 3) This Northern Allowance is taxable income. However, this Northern Allowance is not part of insurable income for benefit purposes.
- 4) This Letter of Understanding shall be in effect from the date of signing until June 30, 2022, unless the Parties reach agreement to extend or amend the provisions of the Letter of Understanding.

5) The Employer may cancel the Northern Allowance by providing the Affected Employees with sixty (60) days notice, in writing, of such cancellation. The parties recognize that the payment of this allowance is conditional on the Employer receiving funding from the Regional Health Authority or its successor.

FOR THE UNION:

Canadian Union of Public Employees
Local 2158

FOR THE EMPLOYER:

Chantelle Management Ltd.



Date: April 19, 2022

Date: April 05, 2022

LETTER OF UNDERSTANDING # 2

- between -

Chantelle Management Ltd.
(hereinafter referred to as the "Employer")

- and -

Canadian Union of Public Employees
(hereinafter referred to as the "Union")

Re: Me Too

Any wage increases that General Support Services and/or Auxiliary Nursing Care achieved with Alberta Health Services, the Employer (Chantelle Management) will extend the same increases to all employees at the Grande Prairie Care Centre. The Employer and the Union further agree that there will not be any rollbacks.

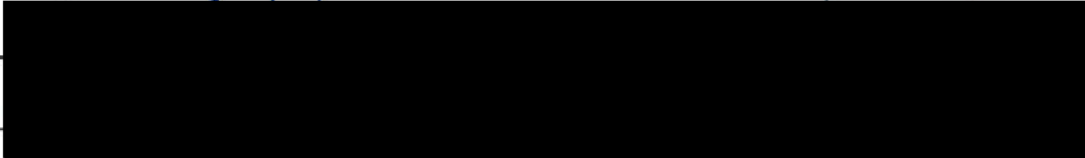
This Letter of Understanding will expire June 30, 2022, unless the parties mutually agree to extend.

FOR THE UNION:

Canadian Union of Public Employees
Local 2158

FOR THE EMPLOYER:

Chantelle Management Ltd.



Date: April 19, 2022

Date: April 05, 2022