

COLLECTIVE AGREEMENT

BETWEEN

***WC Operating (Alberta-2) LP
at the Meadowlands residence***

AND

United Food and Commercial Workers
Canada Union, Local No. 401

January 1st, **2024** to December 31st, **2026**

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WHEREAS the Alberta Labour Relations Board has certified the Union as the bargaining agent for certain employees of the Employer;

AND WHEREAS the parties hereto have agreed to enter into a Collective Bargaining Agreement upon the terms hereinafter set forth;

NOW THEREFORE THIS AGREEMENT WITNESSETH:

Article 1 – Purpose

1.01 It is the purpose of both parties to this Agreement:

- (a) To maintain an orderly collective bargaining relationship between the Employer and its employees;
- (b) To recognize the value of joint discussions and negotiations;
- (c) To encourage efficiency in operations;
- (d) To provide a mechanism for the amicable adjustment of grievances which may arise; and
- (e) To provide compassionate care for the residents to meet their physical and emotional needs in a safe, comfortable environment, treating them and their families with the respect and dignity they deserve.

Article 2 – Scope and Recognition

2.01 The Employer recognizes the Union as the sole bargaining agent of all employees of **WC Operating (Alberta-2) LP at the Meadowlands residence**, in the city of Medicine Hat, Alberta,

save and except all Managers and the Administrative Assistant (as per certification).

- 2.02 The Employer undertakes that they will not enter into any other agreement or contract with those employees for whom the Union has bargaining rights either individually or collectively.
- 2.03 Where the singular is used, it may also be deemed to mean the plural, within the appropriate context.

Article 3 – Management Rights

- 3.01 The Union acknowledges that all Management rights and prerogatives are vested exclusively with the Employer and shall remain solely with the Employer unless modified by the express terms of this Agreement and, without limiting the generality of the foregoing; it is the exclusive function of the Employer:
- (a) To determine and establish standards and procedures for the care, welfare, safety, and comfort of the residents in the Residence;
 - (b) To maintain order, discipline, and efficiency and in connection therewith to establish and enforce reasonable rules and regulations;
 - (c) To hire, transfer, lay-off, recall, promote, classify, assign duties, establish standards of performance, discharge, suspend or otherwise discipline employees for just cause, provided that a claim of discriminatory transfer, promotion or a claim that **a post-probationary** has been discharged or disciplined without just cause, may be the subject of a grievance and dealt with as hereinafter provided;

- (d) To have the right to plan, direct, schedule, and control the work of the employees and the operations of the Employer. This includes the right to introduce new and improved methods and equipment.
- (e) These rights shall be exercised in a manner consistent with this Agreement. ***The Parties agree that they shall not act in a manner which is arbitrary, discriminatory, or in bad faith.***

Article 4 – No Discrimination ***or Harassment***

- 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, religious beliefs, colour, gender, physical disability, mental disability, age, ancestry, place of origin, marital status, sexual orientation, gender expression or gender identity, source of income, or family status as provided by the ***Alberta Human Rights Act***, nor by reason of membership or participation or non-participation in lawful activities on behalf of the Union.
- 4.02 ***The Employer abides by its obligations to accommodate employees to the point of undue hardship as prescribed by the Alberta Human Rights Act.***
- 4.03 ***As part of its commitment to accommodation, employees who face language barriers in the workplace may request the assistance of another individual when communicating with members of Management. Any bargaining unit employee who provides this kind of assistance to a co-worker must agree to maintain the confidentiality of all matters being discussed.***

- 4.04** *The Employer, the Union, and employees are committed to a safe, respectful, and inclusive workplace where workplace violence, discrimination, bullying, and harassment, whether by employees or residents, are not tolerated. The Parties agree that for the purposes of this Agreement, the Employer's Policy and Procedure will be followed.*
- 4.05** *A grievance related to an allegation of discrimination or harassment may be initiated at Step 2 of the grievance procedure.*
- 4.06** *The Employer recognizes the importance of providing training and other educational resources to employees, including Managers, to promote a positive, respectful, and safe workplace for all employees. Training and educational resources may include, but not be limited to, the following topics:*
- Respect in the Workplace;*
 - Harassment and Bullying in the Workplace;*
 - Mental Health and Wellness in the Workplace; and*
 - Recognizing and Reporting Resident Abuse.*
- 4.07** *The Employer conducts regular reviews of its policies related to discrimination, harassment, and violence prevention. Where feasible, the Employer endeavours to consult with employee groups prior to implementing changes to these policies.*

Article 5 – Definitions

- 5.01 Full-time employee is defined as an employee in the bargaining unit who is employed on a regular basis for seventy-five (75) hours bi-weekly.
- 5.02 Part-time employee is defined as an employee in the bargaining unit who is employed on a regular basis for less than seventy-five (75) hours bi-weekly.
- 5.03 (a) Casual employee is defined as **an** employee in the bargaining unit who is not regularly scheduled for work but has made their availability for work known to the organization. Availability forms must be provided in writing by the fifteenth (15th) of the month for the following month.
- (b) 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, the employee should be credited with seniority equivalent to the hours worked prior to acceptance for full-time or part-time employment. Casual employees shall be called in to work in order of seniority, and shall be entitled to salary increments on the same basis as full-time employees.

Failure to work at least two (2) weekend shifts, if offered by the Employer, in a calendar month shall result in removal of the casual employee's name from the casual call-in roster. Casual employees shall be terminated in the event the employee has not worked for a period of **forty-five (45)** calendar days, exclusive of approved leaves of absence.

Article 6 – Union Membership and Check Off

6.01 All employees of the Employer covered by this Agreement shall, **at the time of being hired and** as a condition of employment, become members in good standing of the Union. The Employer will supply a copy of an application (provided by the Union) for Union membership to each new employee hired. **The Employer shall return copies of completed member application forms to the Union within ten (10) days of the date of hire of the employee.**

6.02 The Employer will deduct from the earnings of each employee covered by this Agreement, initiation fees, Union dues, assessments, and other fees as determined by the Union. In all instances, such deductions shall be forwarded to the bookkeeper of the Union by the end of the month following the month of collection, and shall provide a list of those members who have had Union dues deducted along with the following information in a format determined by the Union:

- (i) Name
- (ii) Addresses
- (iii) Phone Numbers
- (iv) Email Addresses (if known to the Employer)
- (v) Social Insurance Numbers
- (vi) Regular Hours Worked**

Upon request of the Union, the Employer shall meet with the Union to ensure that the Union dues, initiation fees, and any other assessments are being deducted and remitted properly and correctly.

6.03 The Employer will note the individual Union dues deducted and enter the amount on T-4 slips issued for income tax purposes.

6.04 A representative of the Union shall have the right to make a presentation of up to thirty (30) minutes at the scheduled orientation for new employees for the purpose of advising the employee of the employee's rights and obligations under this Agreement.

6.05 The Employer shall provide the Union with a monthly statement listing the names of all new employees covered by this Agreement hired during the reporting period, their date of hire and the names of all employees who have terminated employment and their termination date per reporting period.

Upon a written request of at least seven (7) days, the Employer will provide to the Union, in an electronic format, the current employee list with names, addresses, phone numbers, and other personal information known to the Employer.

6.06 All correspondence between the parties arising out of this Agreement or incidental thereto shall pass to and from the Executive Director and a Shop Steward of the Union. Further, Management will send copies of the above correspondence to the full-time staff person of the Union.

6.07 The Employer shall not contract out work normally performed by members of the bargaining unit.

6.08 *Persons whose jobs are not in the bargaining unit, inclusive of any individual who is not within the employ of the bargaining unit, shall not work on a job classification covered by this Collective Agreement, except in an emergency when no bargaining unit employee is available or for the purposes of training or instruction, and provided that the act of performing the work does not reduce the hours of pay or work of any employee.*

6.09 This article shall not prevent residents or their designates from making arrangements for publicly funded service delivery agencies or other services not already provided at the Residence. Such arrangements shall not be permitted if they result in a reduction of hours of pay or work for the bargaining unit. Such service(s) is between the resident and/or designates and the provider. Wherever possible, the Employer will inform the Union of the commencement of any publicly funded service delivery agencies or other services, not already provided by bargaining unit members at the Residence.

Article 7 – No Strikes or Lock-Outs

7.01 The Union agrees that there shall be no strikes and the Employer agrees that there shall be no lock-outs during the term of this Agreement. The meaning of the words “strike” and “lock-out” shall be as defined in the Alberta Labour Relations Code.

Article 8 – Union Committee

8.01 It is mutually agreed that the Union has the right to elect or otherwise select a negotiating committee consisting of no more than three (3) representatives from the bargaining unit, with no more than one (1) from any one department. All members of the committees shall be employees of the Employer who have completed their probationary period.

Article 9 – Grievance and Arbitration Procedure

9.01 Recognition of Union Stewards and Grievance Committee

In order to provide an orderly and speedy procedure for 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 their grievance in accordance with the grievance procedure.

9.02 Names of Stewards

The Union shall notify the Employer in writing of the name of each Steward and the shift they represent (days, afternoons, or nights) before the Employer shall be required to recognize them.

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 and presenting adjustment 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 Manager, 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 Grievance

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

Step 1

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 Department Manager within seven (7) days of the date they first became aware of, or reasonably should have become aware of the occurrence. The employee shall have the right to be accompanied by a Shop Steward or Local Union Labour Relations Officer while discussing the matter with their Department Manager. A sincere attempt shall be made by both parties through discussion to resolve the problem at that level.

The Department Manager shall advise the employee and the Union of their decision within seven (7) days of the date the matter was first discussed. In the event that the difference affects two **(2)** or more employees, those so affected, or the Union, may make written request to the Department Head that the grievances be grouped and dealt with as a single grievance commencing at Step 1. A request to group such grievances will not be unreasonably denied. In the event an employee alleges that they have been dismissed or suspended without just cause, they may commence their grievance at Step 2.

Step 2

Failing satisfactory settlement being reached in Step 1, the Union will submit to the Executive Director, a written statement of the particulars of the grievance and the redress sought within seven (7) working days. The Executive Director shall render

their decision within seven (7) working days after receipt of such statement.

Step 3

Failing satisfactory settlement being reached in Step 2, the Union will submit to the Regional Director of Operations, or their designate, through the Executive Director of the Retirement Residence, a written statement of the particulars of the grievance and the redress sought, within seven (7) working days. A meeting shall be held between the Regional Director of Operations, or their designate, and the employee, their Steward, and an outside representative of the Union within fifteen (15) working days of receipt of such notice by the Executive Director of the Retirement Residence. The Regional Director of Operations, or their designate, shall render their decision within fourteen (14) working days from the date upon which the meeting was held.

Step 4

Failing satisfactory settlement being reached in Step 3, 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 3 is given, the grievance shall be deemed to have been settled and abandoned.

9.06 Grievances and Replies in Writing

A grievance shall be in writing and shall clearly state the nature of the grievance, the employees involved if other than grievor, the articles claimed violated, and the remedies sought.

Replies to grievance stating reasons shall be in writing at all stages.

9.07 Exclusion of Saturdays, Sunday, & Paid Holidays

Saturdays, Sundays, days off, and paid holidays designated shall not be counted in determining the time within which any action is to be taken or completed under each steps of the grievance procedure.

9.08 Facilities for Grievance

The Employer shall supply the necessary facilities for the grievance meetings.

9.09 A discharge grievance may be settled by confirming the Employer's action in dismissing the employee or reinstating the employee in a manner which is just and equitable in the opinion of the conferring parties or an Arbitrator as the case may be.

9.10 Agreement – 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 and/or Employer Grievance

The Union or the Employer and/or their respective representatives shall have the right to originate a grievance consisting of an allegation of a general misinterpretation or violation of this Agreement by the Employer or the Union or an employee, and to seek adjustment with the Employer or Union in the manner provided in this Grievance Procedure provided it

is presented within twenty (20) days after the circumstances giving rise to the grievance have originated or occurred. Such a grievance shall commence at Step 2.

9.12 Arbitration

Failing a satisfactory settlement being reached in Step 3, either party may refer the grievance to arbitration within twenty (20) working days by giving notice to the other party in writing in accordance with Step 4. Where the Parties are not agreed on the choice of sole Arbitrator within fourteen (14) days of either Party's notice to arbitrate, either Party may make application to the Alberta Mediation Services for appointment of an Arbitrator.

9.13 The Arbitrator shall determine its own procedure but shall give full opportunity to all parties to present evidence and make representations.

9.14 Decision of the Arbitrator

The Arbitrator shall have authority only to settle grievances under this Collective Agreement and to apply this Agreement to the facts of the grievance(s) involved. The Arbitrator shall have no power to change this Collective Agreement or to alter, modify, or amend any of its provisions, or give any decision inconsistent with it, nor shall any practices or customs become binding unless reduced to writing by the Employer and the Union. However, the Arbitrator shall have the authority to dispose of any grievance by any arrangement which it deems just and equitable.

9.15 Expenses of the Arbitration

Each Party shall pay:

- (a) one-half (1/2) of the fees and expenses of the Arbitrator
- (b) its own expenses including pay for witnesses

No cost shall be awarded to, or against, any Party.

9.16 Amending of Time Limits

The time limits fixed in both the grievance and arbitration procedure are mandatory; however, they may be extended by consent of the parties confirmed in writing.

9.17 Union Representatives

Duly recognized Union Representatives may visit the workplace for the purpose of conducting Union business, provided notice is given to the Executive Director or their designate. Such visits shall not interfere with the normal operations of the Residence.

Article 10 – Seniority

- 10.01 (a) Seniority shall be defined as the total number of worked hours in the Employer’s employ within the bargaining unit from the most recent date on which the employee commenced work. Seniority will accrue on the basis of the employees accumulated hours worked.
- (b) The Employer agrees to post a seniority list every three (3) months in a calendar year. The first list is to be posted by April 1st. The second list is to be posted by July 1st. The third list is to be posted by September 1st. The fourth list is to be posted by December 1st.
- (c) ***Seniority shall not apply during the probationary period. Upon completion of the probationary period,***

the employee's name will be placed on the seniority list and shall include four-hundred and eighty-eight (488) hours – the base hours worked during the probationary period.

10.02 (a) Seniority will continue to accrue during:

1. Paid Leave of Absence;
2. Paid Sick Leave Days of Absence;
3. Paid Vacation;
4. Absence when in receipt of Workers' Compensation as a result of injury or illness incurred while in the employ of the Employer to a maximum of twelve (12) months;
5. While on Maternity, Parental, and Jury Leave to a maximum of ***twelve (12) months***.

(b) An employee shall not lose seniority rights, if absent from work because of sickness or accident.

(c) An employee shall retain their seniority rights at the time of going on lay off or an approved ***unpaid*** leave of absence but shall not accrue additional seniority rights.

(d) **Probation**

Employment with the Employer is subject to satisfactory completion of a probationary period of four hundred eighty-eight (488) hours worked.

During the probationary period, the employee may be terminated for any reason which is not discriminatory or in bad faith without notice, and such termination shall not be subject to the grievance procedure.

10.03 Loss of Seniority

An employee shall lose all seniority and their employment shall be deemed to be terminated if they:

- (a) Voluntarily resigns;
- (b) Retires;
- (c) Is discharged for cause and not reinstated through the grievance procedure and/or arbitration procedure;
- (d) Is absent from work for three (3) consecutive shifts without notifying the Employer, unless a reason satisfactory to the Employer is given;
- (e) They fail to return to work within seven (7) calendar days following a layoff after being notified by the Employer to do so, unless through sickness or other just cause. It shall be the responsibility of the employee to keep the Employer informed of their current address. A full-time or part-time employee recalled for work of less than one (1) month, based on the knowledge of the Employer at the time of recall, when they are employed elsewhere shall not lose their recall rights for refusal to return to work.
- (f) Is laid off for a period longer than eighteen (18) months;
- (g) Fails to return to work on the specified date at the end of a personal leave of absence, unless a reason satisfactory to the Employer is given;
- (h) The employee is a casual employee and has not worked for a period of forty-five (45) calendar days, exclusive of **approved** leaves of absence.
- (i) If the employee leaves work without permission from the Employer or Supervisor and fails to provide the Employer a reasonable reason within a reasonable period of time.

10.04 The Employer shall notify the employee a minimum of two (2) weeks in advance in the event their benefits will cease due to absence as stated in (f) above.

Article 11 – Layoffs and Recalls

11.01 A lay-off shall be defined as:

- (a) the permanent reduction of one (1) or more employees; or
- (b) the reduction in the working hours, in an employee's regular schedule, of more than five (5) hours per week.

11.02 In the event of a layoff, employees shall be laid off in the reverse order of their bargaining unit wide seniority, provided that the remaining employees are able and qualified to satisfactorily perform the available work if required.

Employees shall be recalled in the order of their seniority provided that recalled employees are able and qualified to satisfactorily perform the available work.

11.03 When a position is eliminated and subsequently reinstated within a six (6) month period the employee whose position was eliminated may revert to the said position provided the employee is a member of the bargaining unit.

11.04 Where a regular position is reduced or eliminated, the senior employee performing the duties may exercise seniority to bump into a position held by a junior employee, provided the employee is properly qualified to perform the duties.

11.05 It is understood and agreed that if a full-time employee bumps a part-time employee as part of the above-noted procedure, the full-time employee is accepting the part-time position subject to 11.04 above.

Article 12 – Job Posting

12.01 In the event new jobs are created or vacancies occur in existing job classifications, the Employer will post such new jobs or vacancies for a period of seven (7) calendar days, and shall stipulate the start date, required qualifications, classification, rate of pay, shift starting and ending times, the date and time the posting went up, and department concerned.

The Employer will provide the Union with a copy of the posting and upon request by the Union, a list of applicants.

12.02 The Employer shall **issue a written communication notifying the bargaining unit that a vacancy has been filled** within two (2) calendar days of **filling the vacancy**.

12.03 If no suitable internal applications are received from bargaining unit employees by the completion of the posting period, all applicants will be notified of such and the Employer may fill the vacancy at its discretion.

12.04 In cases of promotions, or temporary transfers of employees, the seniority, skill, experience, ability, and qualifications of the employees shall be considered. Where these factors **are equal**, seniority shall be the governing factor.

12.05 The successful applicant shall be afforded a trial period of thirty (30) days worked, when moving from department to department. From within the department ten (10) days worked shall apply. This **trial** period may be extended by mutual agreement between the Employer and the Union.

An employee may be returned to their former position if:

- (i) The employee feels that they are not suitable for the position, and wishes to return to their former position; or
- (ii) The Employer feels that the employee is not suitable for the position, and requires that they return to their former position.

It is understood and agreed that once the trial period has expired, the Employer no longer has the right to return an employee to their former position and the employee no longer has the right to return to their former position.

In the event of either (i) or (ii) above, the employee shall return to their former position and **rate of pay** without loss of seniority, any other employee promoted or transferred as a result of the rearrangement of positions shall also be returned to their former position and **rate of pay** without loss of seniority.

12.06 *The Employer, if requested by an employee, will discuss with the unsuccessful applicant ways in which they can improve their qualifications for future postings.*

12.07 Temporary Vacancies/Postings

Any temporary vacancy with an anticipated duration of three (3) months or more shall be posted.

In the event that a part-time employee is the successful applicant **of a temporary full-time vacancy**, the part-time employee shall retain their part-time status during the temporary full-time period.

In the event that a temporary vacancy is the result of an employee absence, the returning employee shall have the right to return to their former position.

An employee filling a temporary vacancy of three (3) months or longer duration shall not bid on any other temporary posting until the end of their temporary position.

12.08 (a) Temporary Transfers (less than three (3) months)

If an employee is temporarily transferred to a higher rated job group, they shall receive the wage rate that corresponds with their rate or the next higher rate on the grid of the classification to which they are transferred.

- (b) Temporary transfers of an employee to a lower rated classification shall be avoided but may occur due to a reduction of staff, inability to perform their previous job due to sickness or accident, or at the wish of the employee. Employees transferred to a lower paying classification shall receive the wage rate that corresponds with that classification with two (2) weeks' notice.

12.09 Interdepartmental Transfers of Unscheduled Hours

Any employee who has passed their probationary period and who is interested in working in a job in another department may notify their Department Manager in writing of this interest. Their Department Manager shall share the written request with any appropriate Managers. When a Manager has a need to fill some shifts outside of a regular job posting, the Manager may consider the employee with the interdepartmental request. Provided the employee is suitably qualified and has a satisfactory employment record, the Manager shall give first consideration to the transfer employee before other probationary employees or hiring from the outside.

Article 13 – Printing

13.01 The Employer and Union shall share equally the cost of printing of the Collective Agreements.

Article 14 – Leave of Absence

14.01 The Employer may, at its discretion, grant a request for a leave of absence without pay for good and sufficient cause, provided that the Employer receives at least one (1) month's notice in writing, where possible, and that such leave may be arranged without undue inconvenience to the normal operations of the Residence. Applicants must indicate the date of departure and specify the date of return. Leaves may not exceed three (3) months in length.

If a leave of absence is granted or denied, the employee shall be advised in writing with a copy to the Union.

14.02 Benefits

Benefits will accrue from the date of return to employment following a 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, other than those outlined below:

- (a) Periods of sick leave paid by the Employer or the Insurance Carrier;
- (b) Leaves of absence with pay;
- (c) Bereavement leave;
- (d) Jury/witness duty;
- (e) Paid vacations;
- (f) While on approved Union leave of absence;

(g) For the health related portion of pregnancy leave.

14.03 Maternity, Parental, Adoption Leave

The Employer will grant a leave of absence for maternity when the employee's written request is accompanied by a certificate from a legally qualified medical practitioner stating that the employee named therein is pregnant, and specifying the expected date of delivery. Maternity and Parental Leaves of absence shall be granted in accordance with the Alberta Employment Standards Code as may be amended from time-to-time.

14.04 Union Leave

- (a) The Employer may grant leave of absence to appropriate employees to attend Union Conventions, seminars, Education Classes, or other Union business. The Union agrees that such leave will not unduly affect the proper operations of the Residence; this leave will not be unreasonably denied.
- (b) In requesting such leave of absence, the Union will give fourteen (14) calendar days' notice to the Employer, to be confirmed by the Union in writing whenever possible. If the Union gives less than fourteen (14) calendar days' notice, the Employer will consider the request based on the conditions at the time with no obligations to grant the leave.
- (c) The Employer will continue to pay the employees for the period of leave of absence and then submit an account to the Union for timely reimbursement of the employee's wages and benefits.

- (d) Upon application by the Union in writing, the Employer shall approve a request for leave of absence, without pay, to an employee elected or appointed to a full-time position within the Union. This leave will be granted within sixty (60) days. It is understood that not more than one (1) employee in the bargaining unit may be on such leave at the same time. Such leave, if granted, shall be for a period specified in the requested leave, but in no case will it exceed the term of office. Service shall continue to accrue during such leave for the maximum of one (1) year. It will become the responsibility of the Union to reimburse the Employer for the cost of any applicable benefits in which the employee is participating in during such leave until the Union makes other arrangements.

14.05 Compassionate Care Leave

The Employer agrees to adhere to any and all legislative requirements regarding compassionate care leave.

- 14.06 The Employer agrees to adhere to any and all legislative requirements regarding leave of absences, including compassionate care leave, domestic violence leave, death and disappearance of a child leave, critical illness of a child leave, long term illness or injury leave, personal responsibility leave, leave for citizenship ceremony, and all other legislated leaves.

14.07 Bereavement Leave

- (a) In the event of the death of an immediate family member as defined below, an employee shall be entitled to receive three (3) consecutive days' bereavement leave without loss of pay for regularly scheduled shifts lost from work during the period of mourning.

Immediate family means: Spouse (same or opposite gender, including common law), fiancée, child, stepchildren, parent (including in-law), siblings (including step siblings), grandparents, and grandchildren.

- (b) In the event of the death of an uncle, aunt, niece, or nephew, an employee shall be entitled to receive one (1) days' bereavement leave without loss of pay for regularly scheduled shifts lost from work during the period of mourning.
- (c) The Employer may require satisfactory proof of an employee's need for Bereavement Leave before payment is made to the employee.
- (d) Where travel requirements of total travel of more than two hundred and fifty (250) kms, or any other special circumstances, the Employer may extend bereavement leave by an additional two (2) days without pay.

14.08 With respect to Alberta job-protected leaves, the Employer agrees to adhere to the provisions of Alberta Employment Standards as may be amended from time to time.

Article 15 – Hours of Work

15.01 The regular hours of work for full-time employees shall be seven and one-half (7½) hours in a day and seventy-five (75) hours in a bi-weekly period.

This shall not be interpreted as a guarantee of hours of work per day or per week.

15.02 Work Schedule

- (a) The following regulations shall govern the scheduling of hours of employees in the bargaining unit. Shift schedules shall be arranged so that:
 - (i) Employees are not scheduled to work more than fifty-two and one half (52½) hours in a seven day period.
 - (ii) During the changeover from Daylight Savings Time to Standard Time, or vice-versa, an employee shall be paid for the actual number of hours worked.
- (b) Shift schedules covering a four (4) week period shall be posted two (2) weeks in advance of their commencement. Employee requests for specific days off will be submitted to the Supervisor one (1) week in advance of posting.
- (c) The Employer agrees to ensure an employee a period of at least eight (8) consecutive hours free from performing work in each day. The aforementioned does not preclude an employee from being called in during a period in which the employee would not otherwise be expected to perform work for their Employer.
- (d) Employees not employed on a full-time permanent basis shall be allowed at least twenty-four (24) consecutive hours of rest each week.
- (e) ***The Employer endeavours that full-time employees shall be scheduled at least every other weekend off unless mutually agreed. This provision shall not apply in the event of an unscheduled absence of employees, nor at times when the Employer alters the schedule to accommodate an employee's request.***

15.03 Breaks: Lunch or Meal Periods

- (a) All scheduled shifts that exceed five (5) hours shall be entitled to minimum of one half (½) hour unpaid meal period. LPN's working on the night shift will be entitled to one half (½) hour paid meal period.
- (b) Lunch or meal periods shall be permitted, and will be uninterrupted except in cases of emergency. Where the employee is called back to duty during their meal period due to an emergency, they shall be given a full meal period later in their shift, or where that is not possible, be paid for the meal period at their basic rate of pay.

15.04 Relief Periods

Employees shall be entitled to paid relief periods as near to the midpoint of each half of their shift in the event of a seven and one half (7 ½) hour shift.

<u>Shift Length</u>	<u>Break Period</u>	<u>Meal Break</u>
3.5 – 5.0 hours	1-15 minute	0
5.5 – 7.0 hours	1-15 minute	1-30 minute unpaid
7.5 + hours	2-15 minute	1-30 minute unpaid

15.05 Change in Schedule

When a change is made on the shift schedule of a full-time or part-time employee by the Employer, other than those changes requested by the employee, the employee will be informed and when the change is made with less than three (3) calendar days' notice, the employee shall be paid at time and one half (1½) their regular rate of pay for the first shift of the changed shift schedule.

15.06 Shift Exchanges

Employees may exchange shifts amongst themselves, provided that:

- (i) The exchange is agreed to, in writing, between the affected employees;**
- (ii) The employees provide a request form to the Manager at least forty-eight (48) hours prior to the date of the proposed shift exchange;**
- (iii) The Manager gives written approval for the shift exchange;**
- (iv) The shift exchange results in no additional costs to the Employer;**
- (v) The shift exchanges are limited for four (4) per employee per month;**
- (vi) It is understood and agreed that shift giveaways are not permitted.**

15.07 Additional Hours

Opportunity to work additional hours of work shall be made available:

- (i) First to part-time employees who are senior and non-overtime eligible;**
- (ii) Then to casual employees based upon their availability form; and**
- (iii) Then to regular employees (both full-time and part-time) who are overtime eligible based upon seniority.**

Where a vacant shift is identified less than forty-eight (48) hours in advance, the shift shall be awarded to the first qualified non-overtime eligible employee who signs up for the shift via the Employer's electronic notification system.

15.08 Temporary Hours

When part-time employees are required to replace full-time employees on a regular basis for less than three (3) months those part-time employees with the highest seniority shall be given the opportunity to work the greatest number of hours provided they have the ability and qualifications sufficient to handle the job.

15.09 Requests for Time Off

Requests for time off, other than vacation requests pursuant to Article 19.04 and leave of absence request pursuant to Article 14.01, shall be made at least two (2) weeks prior to the work schedule being posted, wherever possible. Where this timeline is followed, the Employer will provide a response within seven (7) days of the request being made. The response may indicate approval, denial, or that the Employer cannot yet approve a request but will maintain it for possible future approval if the employee wishes.

Article 16 – Premium Payments

16.01 Overtime

Overtime shall be paid for all hours worked in excess of eight (8) consecutive hours in a shift and/or eighty-eight (88) hours bi-weekly per pay period, exclusive of lunch periods.

For Licensed Practical Nurses, overtime shall be paid for all hours worked in excess of nine (9) hours in a shift or eleven and one-half (11 ½) hours in a shift or eighty and one-half (80 ½) hours in a bi-weekly pay period, exclusive of meal periods.

- 16.02 Overtime shall be paid at a rate of one and one-half (1 ½ X) times the regular rate.
- 16.03 Overtime rates are calculated on the employee's base rate of pay, excluding premiums.
- 16.04 Overtime must be approved by the Department Head.
- 16.05 Call-Ins for Overtime

If a full-time employee is called into work on a shift when they are normally scheduled to be off, they shall be paid at the rate of time and one-half (1 ½ X) of their regular rate of pay for all hours of work on the day of call-in.

Should such call-in result in the employee being required to work more than forty-four (44) hours in a week, the employee may request that they be granted the equivalent time off, at a time mutually agreeable to the Management and the employee.

However, should Management and the employee be unable to agree on mutually acceptable time off in lieu, then the Employer may pay the employee at the appropriate rate for time worked.

- 16.06 By mutual agreement between the Employer and the employee, the employee may take time off, calculated at the appropriate overtime rate, in lieu of overtime pay.
- 16.07 If an employee is required to work in excess of the normal hours of work on the day of a statutory holiday, the excess hours shall be paid at double (2x) the regular rate.
- 16.08 Shift Premiums

Effective **March 13th, 2025**

Evening shift – An evening shift premium of **one dollar fifty (\$1.50) cents** per hour will be paid to an employee working a shift wherein the majority of such shift falls between 1700 hours and 2300 hours.

Night shift – A night shift premium of **one dollar seventy-five (\$1.75) cents** per hour will be paid to an employee working a shift wherein the majority of such shift falls between 2300 hours and 0700 hours.

Weekend shift – A weekend shift premium of **two dollars seventy-five (\$2.75) cents** per hour will be paid to an employee working a shift wherein the majority of such shift falls between 2300 hours Friday and 0700 hours Monday.

- 16.09 When designated by the Employer, an LPN who has been assigned “In-charge” responsibilities, shall be paid a premium of one dollar twenty-five (\$1.25) cents per hour.
- 16.10 There shall be no pyramiding of any premium pay (overtime, statutory holiday pay, etc.).

Article 17 – Health & Safety

- 17.01 The Employer and Union agree that they mutually desire to maintain standards of safety and health in the Home, in order to prevent injury and illness.
- 17.02 A joint workplace Health and Safety Committee shall be constituted with representation of up to three (3) bargaining unit members (appointed by the Union) and three (3) Management Representatives. This Committee shall identify potential dangers; recommend means of improving Health and Safety programs and obtaining information from the Employer or other person representing the identification of hazards and standards

elsewhere. The Committee shall normally meet at least every second (2nd) month and scheduled time spent in such meetings is to be considered time worked. Minutes shall be taken of all meetings and copies shall be sent to the Employer and the Union.

17.03 Two (2) Representatives of the Joint Health and Safety Committee, one (1) from Management and one (1) appointed by the Union shall conduct monthly inspections of the workplace and equipment and shall report to the Health and Safety Committee the results of their inspection. Furthermore, such Representatives must be notified of the inspection of a Government Inspector and shall have the right to accompany them on their inspection. Scheduled time spent in such activities shall be considered time worked.

17.04 The Joint Health and Safety Committee and the Representatives thereof shall have reasonable access to the annual summary of data from the Worker's Compensation Board relating to the number of work accident fatalities, the number of lost workday cases, the number of lost work days, the number of nonfatal cases that required medical aid without lost work days, the incidence of occupational injuries and such other data as the Worker's Compensation Board may decide to disclose.

17.05 The Union agrees to endeavor to obtain the full cooperation of its membership in the observation of all safety rules and practices, including fire drills and employees on the premises are required to respond to the Home fire alarm by proceeding directly to their appointed post. Failing to do so may result in disciplinary action.

17.06 Employees are required to attend mandatory in-services held by the Employer. Employees are encouraged to be active members as needed on committees like OH&S. Where such in-

services or committee meetings occur outside the employee's working hours, employees shall receive pay at their regular rate of pay for hours so attended, unless the hours qualify under the overtime provisions of the Collective Agreement.

Article 18 – Paid Holidays

18.01 (a) The following days shall be recognized as paid holidays:

New Year's Day	Alberta Heritage Day
Alberta Family Day	Labour Day
Good Friday	Thanksgiving Day
Victoria Day	Remembrance Day
Canada Day	Christmas Day
<i>National Day for Truth and Reconciliation</i>	

(b) A paid holiday is defined as the shifts on the schedule for that holiday calendar date.

18.02 To qualify for a paid holiday with pay, an employee must:

(a) Have worked for the Employer for at least thirty (30) working days or shifts in the year before the holiday.

(b) Work their scheduled shift immediately prior to and immediately following the holiday except where the employee is absent due to illness or other reasons acceptable to the Employer.

(c) Work on the paid holiday when scheduled or required to do so.

- 18.03 Should a paid holiday fall during a full-time employee's vacation period, they shall be allowed an extra day for such paid holiday.
- 18.04 When a paid holiday falls on a day that would otherwise be a full-time employee's regularly scheduled day off, the employee shall receive an alternate day off.
- 18.05 Part-time employees required to work on a paid holiday shall be paid one and one-half (1 ½ X) times their regular rate for all hours worked on the paid holiday. A part-time employee shall receive holiday pay for paid holidays as set out in Article 18.01 equivalent to their earnings exclusive of overtime for the days on which they worked during the thirty (30) calendar days prior to the paid holiday pro-rated in relation to what a full-time employee earned in the same period times one (1) day's pay.

Full-time employees required to work a paid holiday shall be paid at the rate of one and one-half (1 ½ X) times their regular rate of pay for all hours worked on such holiday and receive one (1) day off with pay in lieu of the paid holiday within ninety (90) days of the paid holiday unless otherwise agreed by the parties.

- 18.06 All paid holidays shall be observed on the calendar day on which they fall unless prior mutual agreement is reached by the Union and the Employer to move the paid holiday.

18.07 Cultural Holidays

In recognition of the Parties' commitment to multiculturalism, and recognizing the cultural diversity amongst the bargaining unit, the Employer agrees that:

- (a) At no extra cost to the Employer, an employee may recognize an alternate date as a paid holiday in lieu of***

one (1) of the paid holidays named above recognition of the employee's culture or religion.

- (b) The operation of Article 18.07 shall not result in the Employer providing paid holidays in excess of the maximum number provided in this Article.**
- (c) Requests to recognize an alternate holiday must be made in writing to the General Manager stating which day will be recognized as an alternate paid holiday and which named paid holiday above will be foregone in lieu no later than January 31st of each year.**
- (d) Requests will not be unreasonably denied.**

Article 19 – Vacation

19.01 Employees covered by this Agreement shall accrue vacation and vacation pay on the basis of service as follows **pro-rated proportionate to the period worked:**

Year(s) of Service	Vacation and Vacation Pay
More than one (1) year but less than three (3) years' service (1-3 years)	Two (2) weeks of vacation and four (4%) percent of gross earnings as vacation pay.
Three (3) years but less than five (5) years (3-5 years)	Three (3) weeks of vacation and six (6%) percent of gross earnings as vacation pay.
Five (5) years but less than ten (10) years (5-10 years)	Four (4) weeks of vacation and eight (8%) percent of gross earnings as vacation pay.

<i>Ten (10) years but less than twenty (20) years (10-20 years)</i>	Five (5) weeks of vacation and ten (10%) percent of gross earnings as vacation pay.
Twenty years plus (20+ years)	<i>Six (6) weeks of vacation and twelve (12%) percent of gross earnings as vacation.</i>

Casual employees are paid a percentage of gross earnings each pay period on the basis of their service above.

- 19.02 For the purpose of calculating eligibility, the vacation year shall be the twenty-six (26) pay periods which occur between June 1st, of any year to May 31st, of the following year.
- 19.03 The periods at which employees shall take vacation shall be based on the selection by the employees according to seniority in each department but shall be finally determined by the Employer having due concern for the proper operation of the Residence.
- 19.04 A vacation planning schedule will be posted from April 15th to May 15th each year. An employee who does not select dates on the posted schedule may take vacation at a time approved by the Employer and not in conflict with employees who have so selected. The dates selected by the employees on the schedule will be finalized by the Employer by June 1st of each year. The periods at which the employees shall take vacation shall be based on the selection by the employees in line of departmental seniority, but shall be finally determined by the Manager of said department having due regard for the proper and efficient operation of the Residence. For employees who wish to split their vacation entitlement, their vacation may be split. Vacations shall not be considered cumulative from year to year without the written consent from the Employer.

- 19.05 An employee shall be permitted to use annual vacation at any time throughout the calendar year subject to staffing requirements. Seniority shall determine the preference.
- 19.06 The annual vacation planner with seasonal department vacation allotments is initially posted each April 1st for viewing by employees, and a copy of the departmental vacation allotments will be forwarded to the Union.

Where unused vacation remains unscheduled by each February 28th, the Employer will schedule an employee's remaining unused vacation during the last three (3) months of the vacation year (i.e. March to May), after consulting with the employee.

- 19.07 Once an employee's vacation is confirmed the employee will receive the confirmation in writing.

Article 20 – Compensation

20.01 New Classification

When a new classification is established by the Employer, the Employer shall determine the rate of pay for such new classification and provide the Union with the details within seven (7) days. In the event that the Union challenges the rate, the Union shall have the right to request a meeting with the Employer to endeavour to negotiate a mutually satisfactory rate. Such request shall be made within ten (10) days after the receipt of notice from the Employer of such new classification and rate. Any change mutually agreed to resulting from such meeting shall be retroactive to the date that the job was established by the Employer. If the parties are unable to agree, the dispute concerning the new rate may be submitted to arbitration as provided in the Agreement within fifteen (15) days of such

meeting. The decision of the Arbitrator shall be final and binding upon the Parties.

In the event that the Employer materially alters the job content of an existing classification, the Employer agrees to meet with the Union if requested to permit the Union to make representation with respect to the appropriate rate of pay.

The Parties further agree that any change mutually agreed to or awarded as a result of arbitration shall be retroactive only to the date of the Employer's implementation of either of the above.

- 20.02 Employees within their position classification shall progress from start rate to the first step rate and so on, on the basis of one thousand eight hundred (1800) hours equals a year of service. Part-time hours worked and paid for, and hours not worked and paid for by the Employer and hours not worked and paid for under the Workers Compensation Board and probationary hours shall be considered hours worked for the purpose of computing eligibility to the next higher rate within their position classifications.

Article 21 – Bulletin Boards **and Locker**

- 21.01 The Employer agrees to supply and make available to the Union for the posting of seniority lists and Union Notices one (1) **locking** Union bulletin board at the Residence in such place so as to inform all employees in the bargaining unit of the activities of the Union. **The Employer further agrees that access to the bulletin board will be managed by the Union.**
- 21.02 **The Employer also agrees to provide the Union with access to a locker designated for the Union.**

Article 22 – Pay Days *and Payroll Errors*

22.01 The Employer agrees that wages shall be paid bi-weekly.

22.02 (a) The Parties agree that for the purposes of attracting and retaining employees, recent and relevant experience of new employees ***shall be reviewed for rate adjustments in accordance with the following:***

The starting salary of a newly hired employee shall recognize recent and relevant experience applicable to the position applied for on the basis of equivalent full-time experience as specified hereinafter:

<u><i>Length of Experience</i></u>	<u><i>Rate</i></u>
<i>Less than one (1) year</i>	<i>Start rate</i>
<i>One (1) year experience, with a lapse of not more than one (1) year</i>	<i>1800 hour rate</i>
<i>Two (2) years' experience, with a lapse of not more than two (2) years</i>	<i>3600 hour rate</i>
<i>Three (3) years' experience, with a lapse of not more than three (3) years</i>	<i>5400 hour rate</i>
<i>Four (4) years' experience, with a lapse of not more than four (4) years</i>	<i>7200 hour rate</i>

(b) ***Provided that not more than four (4) years have elapsed since the experience was obtained, when an employee has experience satisfactory to the***

Employer, their starting salary may be adjusted in accordance with the above formula.

(c) It shall be the responsibility of the employee in (a) above to provide reasonable proof of recent and related experience in order to be considered for a salary increment at the time of hire, and, if the employee fails to do so, they shall not be entitled to any adjustment.

22.03 In the event of an error on an employee's pay which results in an employee being underpaid by one (1) day's pay or more, the Employer will provide payment for the shortfall within one (1) week from the date it is notified of the error.

22.04 In the event of an error on an employee's pay which results in an employee being underpaid by less than one (1) day's pay will be made in the pay period following the date on which it was brought to the Employer's attention.

22.05 Overpayment

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

Article 23 – Personnel Files *and Discipline*

23.01 *Personnel Files*

Upon provision of at least one (1) week's notice to the **General Manager**, an employee shall be entitled to view their personnel file for the purpose of reviewing **its contents**, including but not limited to any evaluations or formal disciplinary notations contained therein in the presence of a Supervisor at a mutually satisfactory time. It is understood and agreed that an employee is not entitled to see job references.

23.02 *Discipline*

Whenever an employee is given discipline or involved in a meeting that may lead to discipline, **the employee shall have the right for** a Shop Steward or Union Labour Relations Officer **to be** present and the employee and the Union shall receive copies of the discipline. This includes meetings where an employee is being placed on **administrative** leave. **In the event that an employee does not wish to have a Shop Steward or Union Labour Relations Officer present, the employee shall be required to sign a waiver to that effect.**

23.03 Discipline shall be removed from an employee's record **after eighteen (18) months** from the date **the discipline was issued** if there are no further incidents of similar nature.

Article 24 – Health & Welfare Benefits

24.01 The following benefits are available to full-time and part-time employees who have completed their probation, **and subject to the eligibility requirements of the insurance carrier.**

Life Insurance

There will be a forty thousand (\$40,000.00) dollar life insurance plan for each employee. The Employer will pay one hundred (100%) percent of the cost of this plan.

Major Medical

- Lifetime maximum thirty thousand (\$30,000.00) dollars per person.
- No deductible to Hospital or Out of Country emergency expenses.
- One hundred (100%) percent reimbursement for Hospital and Out of Country emergency expenses.
- Eighty (80%) percent reimbursement, for all other eligible expenses.
- Psychologist amended coverage to a maximum of three hundred (\$300.00) dollars per calendar year, no per visit maximum.

The Employer will pay seventy (70%) percent of the costs for all eligible employees.

Dental

- Expenses will be reimbursed based on the prior year's dental fee guide.
- One hundred (100%) percent reimbursement for Basic dental services.
- Basic Services amended to a maximum of two thousand (\$2000.00) dollars per year, per individual.
- Recall period amended to once every nine (9) months.

The Employer will pay seventy (70%) percent of the costs for all eligible employees.

Drug Coverage

The Employer shall provide a direct pay prescription drug card. The generic version of the prescription will be used unless a Doctor confirms no substitutions on the prescription. Dispensing fee capped at seven dollars and fifty (\$7.50) cents.

Benefits past the age of sixty-five (65)

Benefit coverage for all active employees shall be to the age of seventy (70).

Vision Care

- ***One (1) eye examination every twenty-four (24) months for adults and one (1) eye examination every twelve (12) months for dependent children up to a reasonable and customary maximum.***
- ***In addition, two hundred (\$200.00) dollars every twenty-four (24) months towards the purchase of prescription glasses and/or contact lenses.***

24.02 Any problem with respect to the Insurer acknowledging or honoring any claims is a matter between the employee and the Insurer.

24.03 Registered Retirement Savings Plan

The Employer will offer ***an RRSP (the “Plan”)*** for regular full-time and part-time employees who have successfully completed six (6) months of employment. Participation in the plan is voluntary; however, once an employee opts into the plan they must remain in the plan for the duration of their employment.

An employee's basic contribution of two (2%) percent of basic earnings will be matched by the Employer to two (2%) percent of basic earnings.

The employee may make additional **personal** contributions to the Plan. These additional contributions made by the employee will not be matched by the Employer.

No withdrawal or termination of the RRSP will be allowed while the employee is in the employ of the Employer.

Employees make contributions through payroll deductions.

The total of the employee's basic RRSP contributions plan plus the Employer's matching contributions will be capped at the maximum contribution limit established by the Canada Revenue Agency. If the employee makes additional voluntary RRSP contributions, the employee is responsible for ensuring they have RRSP room available.

The Employer agrees to support efforts to improve the efficient facilitation of the application process and enrolment in the Plan.

Article 25 – Sick Leave

25.01 Sick leave is for the sole purpose of protecting full-time and regular part-time employees from loss of income when legitimately absent due to a non-occupational illness or disability.

25.02 *Full-time and regular part-time employees shall accrue a credit of three point one three (3.13%) percent of hours worked as sick leave from the date of ratification or date of*

employment, whichever is later. An employee shall not be entitled to use sick leave credits prior to the completion of the probationary period.

- 25.03 Employees may accrue up to three hundred and sixty (360) hours of sick leave credits in their sick bank at any given time. When an employee has accrued the maximum sick leave credits of three hundred and sixty (360) hours, they shall no longer accrue sick leave credits until such time as their total accumulation is reduced below the maximum. At that time the employee shall recommence accumulating sick leave credits.**
- 25.04 The Employer shall provide an accounting of newly accrued and total sick leave credits and personal leave credits that shall be available to the employee at any time either as recorded on each pay stub or through some other mechanism that is accessible to the employee.**
- 25.05 For the purpose of computing sick leave accumulation, the following shall be counted as hours worked:**
- (a) Days on which the employee is on vacation;**
 - (b) Days on which the employee is on a leave of absence with pay pursuant to the terms of this Collective Agreement; and**
 - (c) Day on which the employee is absent attending official Union business for which the Employer is fully reimbursed by the Union.**
- 25.06 An employee absent by reason of sickness or accident may elect not to take sick leave with pay. An employee who has exhausted their sick leave bank may opt to use accrued personal leave.**

25.07 Wage replacement will commence upon the first (1st) day of illness or disability.

25.08 Any eligible employee claiming sick leave under this Article shall notify the Employer before the employee would normally report for work with the following minimum notice as follows:

Day Shift – Two (2) hours prior to shift commencing

Evening Shift – Four (4) hours prior to shift commencing

Night Shift – Four (4) hours prior to shift commencing

It is understood that there may be emergency situations that may prevent the employee from providing proper notice. Each event will be addressed on a case by case basis.

It is understood that the employee may be required to supply a medical certificate to the Employer for periods of illness or disability, should the request for sick leave exceed two (2) or more days employees may be required to provide a medical certificate on the first (1st) day of illness or disability where sick leave abuse is suspected. It is further understood that the Employer will be reasonable in its request for such medical certificates.

Article 26 – Personal Leave

26.01 *The purpose of personal leave is to provide full-time and part-time employees flexibility to attend to personal matters that cannot be arranged outside of regularly scheduled hours of work.*

26.02 *Full-time and regular part-time employees shall be allowed a credit of one point one six (1.16%) percent of hours*

worked as personal leave from the date of ratification or date of employment, whichever is later.

- 26.03** *Employees may accrue up to forty-eight (48) hours of personal leave credits in their personal leave bank at any given time. When an eligible employee has accrued the maximum personal leave credits of forty-eight (48) hours, they shall no longer accrue personal leave credits until such time as their total accumulation is reduced below the maximum. At that time the employee shall recommence accumulating personal leave credits.*
- 26.04** *Employees shall apply for these days on the form provided by the Employer, and shall provide a minimum of three (3) days' notice, except in cases of emergency or where notice could not have been provided sooner.*

Article 27 – Uniforms

- 27.01** Uniform allowance is for the sole and exclusive purpose of maintaining appropriate work attire at all times. Employees shall have the responsibility of cleaning and maintaining their uniform in a state of good repair. Employees may be required to replace their uniform if it is not in a state of good repair.

When required by the Employer, uniforms for staff of all departments must be purchased from the supplier chosen from the Employer. No exceptions will be permitted unless approved by the Employer.

- 27.02** The Employer shall provide a uniform allowance to all employees who are required by the Employer to wear a uniform which shall be paid at the rate of **ten (\$0.10)** cents per hour

worked. The uniform allowance will be payable on a bi-weekly basis.

Article 28 – In-Service Training

- 28.01** *The Employer supports and encourages upgrading of skills and knowledge through formal and informal education.*
- 28.02** *The Employer reserves the right to identify specific in-service sessions as being compulsory for employees and those required to attend such sessions shall be paid at the employee's straight time hourly rate of pay for attendance.*
- 28.03** *The Employer shall make available:*
- (i) An annual in-service on the prevention and reporting of resident abuse;*
 - (ii) An in-service on management of aggressive behaviour, as deemed appropriate by the Employer; and*
 - (iii) Other education programs, as deemed appropriate by the Employer for the purpose of maintaining proficiency.*
- 28.04** *The provisions of Article 28.02 do not apply to employees completing mandatory education programs related to minimum qualifications, where the employee has been hired with the understanding that such qualifications must be obtained during the course of employment.*

Article 29 – Duration of Collective Agreement

- 29.01** This Agreement, unless altered by mutual consent of both Parties hereto, shall be in force and effect from and after January 1st, **2024** to December 31st, **2026** and from year to year thereafter unless notification by either Party in writing of the desire to amend or terminate not more than one hundred twenty (120) days and not less than sixty (60) days prior to the end of the Agreement.
- 29.02** Where notice is served by either Party to commence Collective Bargaining *in accordance with Article 29.01*, this Collective Agreement shall continue in full force and effect until a new Collective Agreement has been executed or until either Party commences a lawful strike or lockout, whichever comes first.

SIGNED this _____ day of _____, **2025**.

For The Employer:

For The Union:

Employer Committee:

Sharon Conway
Danica McLellan
Tanyss Patterson

Union Committee:

Judy Johnson
Sasha-Dawn Lyman
Naina Saha
Leslie Tenorio
Kyle Sandau
Claire Griffith
Chris O'Halloran

This Agreement was ratified on ***March 13th, 2025***.

APPENDIX "A"

		Current	01-Jan-24	01-Jan-25	01-Jan-26
			2.0%	2.5%	2.5%
Dietary Aide	Start	\$ 15.92	\$ 16.24	\$ 16.64	\$ 17.06
	1800 hrs	\$ 16.36	\$ 16.69	\$ 17.10	\$ 17.53
	3600 hrs	\$ 16.56	\$ 16.89	\$ 17.31	\$ 17.75
	5400 hrs	\$ 17.04	\$ 17.38	\$ 17.82	\$ 18.26
	7200 hrs	\$ 17.74	\$ 18.09	\$ 18.55	\$ 19.01
Housekeeping Aide	Start	\$ 16.01	\$ 16.33	\$ 16.74	\$ 17.16
Laundry Aide	1800 hrs	\$ 16.37	\$ 16.70	\$ 17.11	\$ 17.54
Environmental Services Aide	3600 hrs	\$ 16.85	\$ 17.19	\$ 17.62	\$ 18.06
	5400 hrs	\$ 17.46	\$ 17.81	\$ 18.25	\$ 18.71
	7200 hrs	\$ 18.06	\$ 18.42	\$ 18.88	\$ 19.35
Activity Aide	Start	\$ 16.04	\$ 16.36	\$ 16.77	\$ 17.19
	1800 hrs	\$ 16.90	\$ 17.24	\$ 17.67	\$ 18.11
	3600 hrs	\$ 17.79	\$ 18.15	\$ 18.60	\$ 19.06
	5400 hrs	\$ 18.66	\$ 19.03	\$ 19.51	\$ 20.00
	7200 hrs	\$ 19.54	\$ 19.93	\$ 20.43	\$ 20.94
Receptionist	Start	\$ 15.92	\$ 16.24	\$ 16.64	\$ 17.06
	1800 hrs	\$ 16.36	\$ 16.69	\$ 17.10	\$ 17.53
	3600 hrs	\$ 16.56	\$ 16.89	\$ 17.31	\$ 17.75
	5400 hrs	\$ 17.04	\$ 17.38	\$ 17.82	\$ 18.26
	7200 hrs	\$ 17.74	\$ 18.09	\$ 18.55	\$ 19.01
Cook	Start	\$ 18.32	\$ 18.69	\$ 19.15	\$ 19.63
	1800 hrs	\$ 19.34	\$ 19.73	\$ 20.22	\$ 20.73
	3600 hrs	\$ 20.38	\$ 20.79	\$ 21.31	\$ 21.84
	5400 hrs	\$ 21.38	\$ 21.81	\$ 22.35	\$ 22.91
	7200 hrs	\$ 22.42	\$ 22.87	\$ 23.44	\$ 24.03
Licensed Practical Nurse	Start	\$ 31.22	\$ 31.84	\$ 32.64	\$ 33.46
	1800 hrs	\$ 31.92	\$ 32.56	\$ 33.37	\$ 34.21
	3600 hrs	\$ 32.63	\$ 33.28	\$ 34.11	\$ 34.97
	5400 hrs	\$ 33.28	\$ 33.95	\$ 34.79	\$ 35.66
	7200 hrs	\$ 34.02	\$ 34.70	\$ 35.57	\$ 36.46

		Current		01-Jan-24		01-Jan-25		01-Jan-26	
				2.0%		2.5%		2.5%	
		Base Rate	\$2.00 Top Up	Base Rate	\$2.00 Top Up	Base Rate	\$2.00 Top Up	Base Rate	\$2.00 Top Up
Health Care Aide	Start	\$ 19.80	\$ 21.80	\$ 20.20	\$ 22.20	\$ 20.70	\$ 22.70	\$ 21.22	\$ 23.22
	1800 hrs	\$ 20.54	\$ 22.54	\$ 20.95	\$ 22.95	\$ 21.47	\$ 23.47	\$ 22.01	\$ 24.01
	3600 hrs	\$ 21.27	\$ 23.27	\$ 21.70	\$ 23.70	\$ 22.24	\$ 24.24	\$ 22.79	\$ 24.79
	5400 hrs	\$ 22.02	\$ 24.02	\$ 22.46	\$ 24.46	\$ 23.02	\$ 25.02	\$ 23.60	\$ 25.60
	7200 hrs	\$ 22.52	\$ 24.52	\$ 22.97	\$ 24.97	\$ 23.54	\$ 25.54	\$ 24.13	\$ 26.13

(In addition to the annual percentage wage increases, LPN's shall receive one (\$1.00) dollar per hour in Year 1, fifty (\$0.50) cents in Year 2, and fifty (\$0.50) cents in Year 3 – Already built into the pay rates above)

SIGNED this _____ day of _____, **2025**.

For The Employer:

For The Union:

Employer Committee:

Sharon Conway
Danica McLellan
Tanyss Patterson

Union Committee:

Judy Johnson
Sasha-Dawn Lyman
Naina Saha
Leslie Tenorio
Kyle Sandau
Claire Griffith
Chris O'Halloran

This Agreement was ratified on ***March 13th, 2025***.