

COLLECTIVE AGREEMENT

Between



**Pro Vita Care Management Inc.
Century Park – Vegreville**

And

CUPE / *Canadian Union
of Public Employees*

Local 1099

Effective Date: October 31, 2023 – October 31, 2026

Ratification Date: October 31, 2023

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ARTICLE 1 – PREAMBLE AND TERM OF AGREEMENT

1.01 Pro Vita Care Management Inc. Century Park and the Canadian Union of Public Employees Local 1099 are entering into a Collective Agreement setting forth ongoing means of communication between the Union and the Employer and the prompt disposition of grievances and the final settlement of disputes and to establish and maintain mutually satisfactory wages, hours of work and other conditions of employment in accordance with the provisions of this Agreement, and the Parties agree to provide a high standard of care for Residents to meet their physical, emotional and spiritual needs in a safe comfortable environment, treating the Residents and their family members with the respect and dignity they deserve.

The Employer and Union further agree that they use their best efforts to provide the highest level of resident care and that they will work together to improve the lives of the people and communities they serve by respecting the inherent value and worth of each person; working together with people who support common values and visions to achieve shared goals; acting in ways that demonstrate compassion and promote respect for all persons and each other; cultivating the resources entrusted to promote healing and wholeness; and exceeding expectations through teamwork and innovation.

1.02 Except where otherwise stated in this Collective Agreement, this Collective Agreement, including appendices hereto unless altered by mutual consent of both Parties hereto, will be in force and effect from and after the date upon which the Union and Pro Vita Care Management Inc. Century Park exchange notice of ratification by their principals of the terms of this Collective Agreement, up to and including October 31, 2023 and from year-to-year thereafter unless amended or terminated. Notification of desire to amend or terminate may be given, in writing, by either Party to the other Party not less than sixty (60) days nor more than one hundred and twenty (120) days prior to the expiration of its desire to amend this Collective Agreement.

1.03 Where notice is served by either Party to commence collective bargaining, this Collective Agreement will continue in full force and effect until a new Collective Agreement has been executed.

1.04 If any Article, section, paragraph, Clause, or phrase of this Agreement is declared or held illegal, void or unenforceable by provincial, federal or other law, or by decision of any court, the remaining portions of the Agreement will continue to be valid and in full force and effect and the Parties will immediately meet to review the effect of such change to this Collective Agreement.

ARTICLE 2 – DEFINITIONS

- 2.01 "Code" means the *Alberta Labour Relations Code*, as amended from time to time.
- 2.02 "Arbitration" will take meaning from the section of the Code dealing with the resolution of a difference.
- 2.03 "Union" will mean the Canadian Union of Public Employees (CUPE). In the event of a change of name of the aforementioned Union, the subsequent name will be recognized.
- 2.04 "Basic Rate of Pay" will mean the incremental step in the Salaries Schedule applicable to an employee in accordance with the terms of this Collective Agreement, exclusive of all premium payments.
- 2.05 "Continuous Service" will mean the period of employment commencing on the latest date of employment within the Bargaining Unit that is not interrupted by termination or dismissal.
- 2.06 "Employee" will mean a person covered by this Collective Agreement and employed by the Employer. At the time of hire the employment status of each employee will be determined in accordance with the following:
- (a) "Regular Employee" is one who works on a full-time or part-time basis on regularly scheduled shifts of a continuing nature:
 - (i) "Full-time Employee" is one who is regularly scheduled to work the full specified hours in Article 17, Hours of Work, of this Collective Agreement;
 - (ii) "Part-time Employee" is one who is regularly scheduled for less than the normal hours specified in Article 17, Hours of Work, of this Collective Agreement.
 - (b) "Casual Employee" is one who is not regularly scheduled to work other than as described in Article 31 – Casuals.
 - (c) "Temporary Employee" is one who is hired on a temporary basis for a full-time or part-time position:
 - (i) for a specific job of more than three (3) months but less than twenty-four (24) months. A request by the Employer to extend the time limit will not be unreasonably denied; or

- (ii) to replace a Full-time or Part-time Employee who is on an approved leave of absence for a period in excess of three (3) months; or
- (iii) to replace a Full-time or Part-time Employee who is on leave due to illness or injury where the employee has indicated that the duration of such leave will be in excess of three (3) months.

Alteration of employment status thereafter will be regulated by the terms of this Collective Agreement.

- 2.07 "Employer" will mean and include persons as may from time to time be appointed, or designated, to carry out administrative duties in respect of the operations and management of the business.
- 2.08 "Site" will mean the building, as designated by the Employer, at or out of which an employee works.
- 2.10 "Registration" will take meaning from the *Health Professions Act* R.S.A. 2000, c. H- 7 as amended. Registration is not membership in the Union.
- 2.11 "Shift" will mean a daily work assignment of not less than three (3) consecutive hours, excluding overtime hours.
- 2.12 "Shift Cycle" means the period of time when the shift schedule repeats itself. In those instances where the schedule does not repeat itself, the term "Shift Cycle" will be understood to mean a period of time not exceeding twelve (12) weeks.
- 2.14 "Union Representative" means a representative from the Union authorized by the Union to act on behalf of an employee.
- 2.15 "Local" means Local 1099 of CUPE.
- 2.16 "Bargaining Unit" will mean the unit of employees as described on the Alberta *Labour Relations Board* Certificate.

ARTICLE 3 – RECOGNITION

- 3.01 The Employer acknowledges that when duly certified as the Bargaining Agent for employees described in the Certificate # C2131-2023, issued by the Alberta *Labour Relations Board*, the Union has exclusive authority to bargain collectively on behalf of the employees in the unit for which it is certified and to bind them by a Collective Agreement.
- 3.02 No employee will be required or permitted to make any written or verbal agreement which may be in conflict with this Collective Agreement.

3.03 For the purposes of this Collective Agreement, the Union will be represented by its properly appointed officers. The Union will provide the Employer with a current list of the officers' names.

3.04 Union Representative Visits

The Union will request authorization from the Employer when a Union Representative intends to visit the Employer's place of business for the purpose of conducting Union business. Such visits will not interrupt the operation of the facility and will be at a mutually agreeable time. The Union recognizes the Employer is a contractor on site and Union access to the facility is subject to the Employer obtaining permission from their client.

ARTICLE 4 – UNION MEMBERSHIP AND DUES DEDUCTION

4.01 All employees have the right:

- (a) to be members of the Union and to participate in its lawful activities;
- (b) to bargain collectively with the Employer through the Union.

4.02 The Employer agrees to the deduction of all Union Dues, Assessments, and Initiation Fees, of amounts equal to Union Dues.

4.03 The deduction of monies deducted in accordance with the above paragraph, will be remitted to the Union by the Employer, in a period not to exceed twenty-one (21) days after the date of deduction. Union dues will be forwarded by direct deposit to the Union's financial institution.

4.04 The Employer will provide the Secretary-Treasurer of the Union with a list of all Bargaining Unit employees hired, and all Bargaining Unit employees who have left the employ of the Employer (who will be designated as terminated and will include discharge, resignations, retirements, and deaths) in the previous month. This list will include:

- (a) the employee's name;
- (b) mailing address;
- (c) classification;
- (d) hourly rate of pay;
- (e) the amount of deduction for each employee;

(f) the employee's gross pay;

This information will be provided in an electronic format, such as Microsoft Excel, and will be provided securely in an agreed upon fashion to 1099secretary@gmail.com.

- 4.05 The dues structure of the Union will be on a percentage basis and the Union will give not less than thirty (30) days notice of any change in the rate at which dues are to be deducted. Any change in the amount of deductions will be implemented by the Employer at the next possible pay period following the expiry of the notice period.
- 4.06 Where an accounting adjustment is necessary to correct an over or under payment of dues, it will be processed in the next month.
- 4.07 The Employer will supply each employee, without charge, a receipt in a form acceptable to Revenue Canada for income tax purposes which receipt will record the amount of all deductions paid to the Union by employees during a taxation year. The receipts will be mailed or delivered to employees prior to March 1st of the year following each taxation year.
- 4.08 The Union will indemnify and save harmless the Employer, including its agents, and employees, from any and all claims or actions brought by an employee arising out of or in any way related to the deductions made in accordance with this Article.
- 4.09 Employees who are members of the Union at the date of execution of this Collective Agreement will maintain membership in the Union as a condition of employment.
- 4.10 All employees hired after the date of execution of this Collective Agreement will join the Union and maintain membership as a condition of employment.
- 4.11 The Union will indemnify the Employer in respect of any disputes concerning the application of this Article.

ARTICLE 5 – MANAGEMENT RIGHTS

- 5.01 The Union acknowledges that it will be the exclusive right of the Employer to operate and manage its business, including the right to:
- (a) maintain order, discipline, efficiency, and make, alter, and enforce, from time to time, rules and regulations to be observed by an employee, which is not in conflict with any provision of this Collective Agreement;

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

ARTICLE 6 – NO DISCRIMINATION

6.01 No Discrimination

The Employer and the Union subscribe to the principles of the *Alberta Human Rights Act*.

The Employer and the Union agree that there will be no discrimination practiced with respect to any employee by reason of membership or activity in the Union.

6.02 Harassment

The Employer and the Union recognize the right of employees to work in an environment free from harassment, including sexual harassment, as defined by the Employer's harassment policy.

6.03 Complaints Investigation

The employee who complains of harassment under the provisions of the *Alberta Human Rights Act* must first comply with the Employer's harassment policy procedures before filing a grievance or human rights complaint.

ARTICLE 7 – IN-SERVICE PROGRAMS AND PROFESSIONAL DEVELOPMENT

7.01 Employer Requested Leave

Leave of absence without loss of pay, seniority and all benefits will be granted to employees whenever the Employer requires an employee to take designated courses and/or examinations. The cost of the course and/or any examination fee and reasonable expenses incurred in taking the course and/or examination will be paid by the Employer.

7.02 In-Service Education

The Parties recognize the value of in-service both to the employee and the Employer and will encourage employees to participate in in-service. All employees scheduled by the Employer to attend in-service seminars will receive regular wages. The Employer will discuss professional development with the Union during regularly scheduled Joint Consultation Meetings.

ARTICLE 8 – NO STRIKES OR LOCKOUTS

8.01 In view of the orderly procedure established by this Agreement for the processing of grievances, the Union agrees that during the life of this Agreement there will be no strikes, picketing, slow-down or stoppage, either complete or partial, and the Employer agrees that there will be no lockout.

ARTICLE 9 – PROBATIONARY PERIOD/ORIENTATION

9.01 For the first four hundred and fifty (450) hours of continuous service with the Employer, an employee will be a probationary employee. By written mutual agreement between the Employer and the Union, the probationary period may be extended by one hundred and fifty (150) hours provided written reasons are given for requesting such extension.

9.02 The Employer may suspend, discipline, or discharge a probationary employee for any reason satisfactory to the Employer. Such matters will not be subject to the Grievance Procedure, provided the Employer acts in good faith in the suspension, discipline or discharge of a probationary employee.

9.03 The Employer will provide a paid orientation for all new employees, including:

- (a) orientation for each shift pattern (days, and/or evenings, and/or nights) that the Employer assigns the employee to work; and
- (b) an orientation to the site and/or Employer organization as determined by the Employer.

ARTICLE 10 – JOINT CONSULTATION COMMITTEE

10.01 On the request of either Party, the Parties must meet at least once every four (4) months, for the purpose of discussing issues relating to the workplace that affect the Parties or any employee bound by the Agreement.

10.02 The purpose of the consultation committee is to promote the cooperative resolution of workplace issues, to foster the development of work-related skills and to promote workplace productivity, and to identify opportunities for improved patient care.

10.03 Up to two (2) employees who are members of the joint consultation committee will be granted leave without loss of pay or receive straight time regular wages while attending meetings of the committee, up to a maximum of two (2) hours' pay.

10.04 Pay for such meetings will be limited to two (2) hours and employees attending such meetings will not receive overtime wages.

ARTICLE 11 – SENIORITY

11.01 Seniority is defined as the employee's hours of work since the employee's most recent date of hire and will accumulate based on regular hours (not including overtime).

11.02 The seniority of an employee will be lost and employment automatically terminated for any of the following reasons:

- (a) the employee quits;
- (b) the employee retires;
- (c) the employee is discharged for just cause and is not reinstated;
- (d) the employee is absent from work without permission for more than three (3) consecutive working days or more unless an explanation satisfactory to the Employer is given by the employee for both the absence and the failure to request permission;
- (e) the employee overstays a vacation or leave of absence without securing a written extension of such leave of absence or vacation from the appropriate Director, unless an explanation satisfactory to the Employer is given by the employee for both the need for the extension and the failure to request same;
- (f) the employee utilizes a leave of absence for purposes other than those for which it was granted;
- (g) the employee fails to return to work without an acceptable reason immediately after the Employer has been notified by a physician, an insurer

or the Workers' Compensation Board that the employee is able to return to work;

- (h) if the employee is recalled to work and fails to return within four (4) days to work in accordance with Article 25 – Layoff and Recall, (note: four (4) and fourteen (14) days) of being telephoned or having notice of recall delivered by registered mail to the employee's home address. Such mailing will be to the last address of the employee that the Employer has in its files for that employee and such mailings will be deemed to have been received by the employee.

11.03 The Employer agrees to post seniority lists for Bargaining Unit employees every six (6) months. Employees who wish to question their seniority must do so within thirty (30) days of such posting. If no challenge is made within thirty (30) days, the employee's seniority will be deemed correct. Such information will be provided in electronic format, such as Microsoft Excel, and will be provided securely in an agreed upon fashion.

11.04 Where an employee voluntarily leaves the Employer's service, or is dismissed for cause and is later re-engaged, seniority and all perquisites will date only from the time of re-employment, according to regulations applying to new employees.

11.05 It is understood service with the Armed Forces of Canada in time of war or compulsory military service, or service with the Employer as a supervisory employee does not constitute a break in the continuous service and will not affect an employee's seniority rights.

ARTICLE 12 – GRIEVANCE PROCEDURE

12.01 The Employer and the Union recognize that grievances may arise concerning:

- (a) differences between the Parties respecting the interpretation, application, operation or alleged violation of a provision of this Agreement, including questions as to whether or not a matter is subject to arbitration; or
- (b) dismissal or discipline of an employee bound by the Agreement.

12.02 The purpose of this Article is to provide the sole method for the settlement of a grievance alleging the violation of a specific provision of this Agreement. The Employer and the Union recognize that the goal of this grievance procedure is to attempt to resolve a grievance at the earliest possible opportunity with the least amount of time and resources.

12.03 A grievance must be presented and processed in accordance with the steps, time limits and conditions set forth herein.

Step 1

The employee, with or without a Shop Steward or Union Representative (at the employee's option), will first discuss the grievance with their immediate supervisor or department head within fourteen (14) calendar days of the occurrence of the grievance. In this first step, both Parties will make every effort to settle the dispute. If the grievance is not settled at this step, then:

Step 2

The grievance will be reduced to writing within a further fourteen (14) calendar days by:

- (i) recording the grievance on the appropriate grievance form, setting out the nature of the grievance and the circumstances from which it arose
- (ii) stating the Article of the Agreement infringed upon or alleged to have been violated and the remedy or correction required;
- (iii) the grievance will be signed by a Union Representative;
- (iv) the supervisor will acknowledge receipt of the written grievance by signing and dating the grievance form at the time the grievance is presented; and
- (v) within fourteen (14) calendar days of receipt of the written grievance, the supervisor or the department head will give their written reply.

Step 3

If the grievance is not settled at Step 2, the Union Representative and the Employer, or its delegate, will meet within fifteen (15) working days of the Step 2 response or other mutually agreed to time to discuss the grievance. The findings or decisions of the Employer will be presented to the Union in writing within fifteen (15) working days of the meeting. If the grievance is not settled at this step, either Party may refer the grievance to arbitration within a further thirty (30) calendar days of the Employer reply.

12.04 Policy Grievance

Where either Party to this Agreement disputes the general application, interpretation, or alleged violation of an Article to this Agreement, the dispute will be discussed initially with the Employer, their designate or the Union within fifteen (15) working days of the occurrence.

Where no satisfactory resolution is reached, either Party within a further fifteen (15) working days may submit the dispute to arbitration as set out in Article 13 of this Agreement.

12.05 Dismissal/Suspension for Alleged Cause

Employees dismissed or suspended for alleged cause will have the right within fourteen (14) calendar days after the date of dismissal or suspension to initiate a grievance at Step 3 of the grievance procedure.

12.06 Mandatory Time Limits

The time limits contained in Article 12 are considered substantive and may only be extended or waived by written agreement of the Parties. Any grievance, which is not commended or processed through the required steps in accordance with these times limits is subject to a claim of abandonment by either Party and the Parties agree that arbitrators should only relieve against a failure to follow time limits in an exceptional case.

12.07 Right to Grieve Disciplinary Action

Employees will have the right to grieve written censures or warnings, and adverse employee appraisals.

12.08 Optional Mediation

The Parties may mutually agree to non-binding mediation:

- (a) At any step in the grievance procedure outlined in Clause 12.03, either Party may request that a Mediator be appointed to meet with the Parties, investigate and define the issues in dispute and facilitate a resolution.
- (b) The Mediator will be appointed by mutual agreement between the Parties.
- (c) The purpose of the Mediator's involvement in the grievance process is to assist the Parties in reaching a resolution of the dispute, and anything said, proposed, generated, or prepared for the purpose of trying to achieve a settlement is to be considered privileged and will not be used for any other purpose.
- (d) The expenses of the Mediator will be equally borne by both Parties.
- (e) The grievance may be resolved by mutual agreement between the Parties.

ARTICLE 13 – ARBITRATION

- 13.01 Where a difference arises between the Parties relating to the interpretation application or administration of this Agreement, including any question as to whether a matter is arbitrable, or where an allegation is made that this Agreement has been violated, either Party may, after exhausting the grievance procedure, notify the other in writing of the referral of the grievance to arbitration. The Parties will deliver the notice to the other Party within thirty (30) calendar days of the Employer reply under Step 3.
- 13.02 In the event that the representation of the Union and the Employer cannot agree on a sole arbitrator within thirty (30) calendar days after the request for arbitration, either Party may apply to the Director of Mediation Services for appointment of an arbitrator.
- 13.03 Each Party will bear the expenses of its participants and witnesses and for the preparation and presentation of its own case. The fees and expenses of the chair and the hearing room and any other expenses incidental to the arbitration hearing will be shared equally by the Parties.
- 13.04 The arbitrator will have no authority to alter, modify, add to, subtract from, or amend any part of the Agreement.
- 13.05 The decision of the arbitrator will be final and binding on both Parties.

ARTICLE 14 – DISCIPLINE AND DISMISSAL

14.01 Principle of Innocence

The Employer and the Union agree to adhere to the principle of progressive discipline. Any employee may be dismissed or suspended, but only for just cause. In cases of suspension or dismissal, proof of just cause will rest with the Employer.

- 14.02 An employee will have the right to have a Union Representative present at any time when the Employer is meeting with the employee for the purpose of discipline or termination of employment, or, an investigation which may lead to discipline or termination of employment, and the Employer will inform the employee of this right, the nature of or reason for the meeting, and give the employee a minimum of twenty-four (24) hours to arrange for a Union Representative to be present.
- 14.03 A notice of investigation of alleged actions or misconduct of an employee will expire after ninety (90) calendar days after the Employer became aware of the circumstances requiring investigation, unless the Union and Employer agree,

based on the circumstances preventing the Employer from completing their investigation, to extend the timeline.

14.04 Sunset Clause

Discipline will be removed from the employee's personnel file and will not be used against them at any time after eighteen (18) months following the date of notice of investigation or the disciplinary action, whichever is earliest. Discipline relating to resident abuse will not be removed from the personnel file.

14.05 In the event that an employee is reported to their licensing body by the Employer, the employee will be so advised, and unless otherwise requested a written copy will be forwarded to the Union.

14.06 Workplace Surveillance

The Parties agree that surveillance equipment in the workplace will be primarily used for the purposes of ensuring the security of Employer assets and employee and resident safety.

ARTICLE 15 – PERFORMANCE APPRAISALS, EVALUATIONS AND PERSONNEL FILE

15.01 Upon request to their immediate supervisor, employees are entitled to read, review and be provided with one (1) copy of any document in their Human Resources file at a mutually agreed time. An employee may be accompanied by a Union Representative when viewing their personnel file.

The Union Representative, or designate, with the written authority of the employee, will be entitled to review, or receive a copy of, the employee's Human Resource file in the workplace, in order to facilitate the investigation of a grievance.

The employee or the Union Representative, as the case may be, will give the Employer five (5) working days' notice prior to examining the file. Employees will have the right to rebut in writing any document, including but not limited to disciplinary notices and evaluations, in their human resources file. Such rebuttals, other than grievances, will be attached to the document and placed in the personnel file. Written replies will become part of the employee's personnel record and will be removed in accordance with Clause 14.04 – Sunset Clause, if applicable, or at the request of the employee.

15.02 The Human Resources file will not be made public or shown to any other individual without the employee's written consent, except in the proper operation of the Employer's business, as required by law, and/or for the purposes of the proper application of this Agreement.

15.03 Evaluation Reports

- (a) Where a formal evaluation of an employee's performance is carried out, the employee will be provided with a copy to read and review.
- (b) Meetings for the purpose of the performance appraisal interview will be scheduled by the Employer with reasonable advance notice.
- (c) An employee may invite a Union Representative to attend their performance appraisal if they so choose, provided doing so does not delay the process.
- (d) Provision will be made on the evaluation form for an employee to sign it. The form will provide for the employee's signature in two (2) places, one indicating that the employee has read and accepts the evaluation, and the other indicating that the employee disagrees with the evaluation. The employee will sign in one of the places provided within seven (7) calendar days.
- (e) The Union will not initiate a grievance regarding the contents of an evaluation report unless the signature indicates disagreement with the evaluation, unless the Union claims that the signature was obtained under duress.
- (f) The employee will receive a copy of the evaluation report at the time of signing.
- (g) An evaluation report will not be changed after an employee has signed it, without the knowledge of the employee, and any such changes will be subject to the grievance procedure.

ARTICLE 16 – APPOINTMENTS AND TRANSFERS

16.01 The Employer will post notice of all vacancies describing the position, hours of work, shift rotation, work area, the date of commencement, date of opening and closing of the posting, where and how to apply for the position, if a temporary the anticipated duration, a summary of the job description and the required qualifications for a minimum of seven (7) calendar days prior to selection. The Parties agree that this provision does not prevent the Employer from simultaneously commencing an external recruitment process. Applications will be made in writing to the Employer.

“Vacancy” means a position the Employer requires to be filled and, at the time of the commencement of the vacancy, is of a known duration of sixty (60) calendar days or more. In any event, a temporary position must be posted when it exceeds sixty (60) calendar days.

16.02 The successful candidate will be selected in accordance with the following criteria:

- (a) Evaluations**
- (b) Past Performance**
- (c) Required Qualifications**

Where two (2) or more employees are relatively equal for a position, seniority will be the deciding factor.

16.03 The Employer reserves the right to fill any position on a temporary basis while the posting process is underway and until the final selection is made.

16.04 The Employer reserves the right to determine if a vacancy exists and to reallocate lines to meet operational requirements. However, should the Employer not fill a vacated position or reallocate existing positions, reasonable notice will be provided to the Union. Upon request, the Parties will meet to consider input and alternatives proposed by the Union and to discuss the effects of the Employer’s decision.

The Employer will make every effort to provide advance notice, where possible.

16.05 A copy of all postings will be sent to the Local of the Union within the aforementioned seven (7) calendar days.

16.06 The Employer will, within three (3) calendar days, inform all applicants of the name of the successful applicant either in writing to each applicant or posting the name of the successful applicant in the same manner in which the vacancy or new job was posted.

16.07 An employee who is temporarily assigned to work in a higher classification will receive the higher rate for a scheduled shift or longer.

In cases where an employee is required to transfer temporarily to a lower-rated job, such employee will incur no reduction in wages because of such transfer.

ARTICLE 17 – HOURS OF WORK

17.01 It is understood and agreed that the provisions of this Article are intended only to provide a basis for calculating time worked and will not be considered a guarantee as to the hours of work per day, number of days of work per week nor as a guarantee of work schedules.

The workweek will provide for continuous operation Sunday through Saturday.

The hours of work per day for each Regular Full-time Employee covered by this Agreement will be seven and one half (7½) hours per day, exclusive of mealtimes.

Where the Employer intends to introduce a work schedule that differs from the current work schedule, it will first review with the employees at the local level and with Union Representatives prior to implementing the new schedule.

17.02 The Employer will post the rotational schedule at least four (4) weeks in advance of its effective date.

17.03 There will be a minimum of eight (8) hours off-duty between the completion of one work shift and the commencement of the next. When it is not possible to schedule eight (8) consecutive hours off-duty between work shifts, all hours by which such changeover falls short of eight (8) consecutive hours will be paid at overtime rates in accordance with Article 18.

17.04 An unpaid meal period of one half (½) hour will be scheduled as close as possible to the middle of each shift of five (5) paid hours or more and will be taken away from the work area.

Employees required by the Employer to work during their scheduled lunch break because of an emergency will have their lunch break rescheduled to an alternative time during that shift. Employees whose lunch break is not rescheduled will be paid for the meal break at straight time rates.

17.05 (a) Except in cases of emergency, or by mutual agreement between the Union and the Employer, rotational schedules will provide for:

- (i) Licensed Practical Nurses will have ten (10) hours off duty between shifts.
- (ii) at least one set of two (2) consecutive days of rest in each bi-weekly period;

- (iii) days of rest on two (2) weekends in a six (6) week period. "Weekend" will mean a Saturday and the following Sunday, assuring a minimum of fifty-six (56) hours off duty;
- (iv) an employee will not be scheduled to work seven (7) consecutive shifts more than twice in a five (5) week period;
- (v) an employee will not be scheduled to work more than seven (7) consecutive days.

17.06 There will be no split shifts.

17.07 When an employee reports for work as assigned, and is directed by the Employer to leave, they will be compensated for the inconvenience by a payment equivalent to three (3) hours of pay at their Basic Rate of Pay.

17.08 Employees are entitled to the following rest and meal breaks:

Paid Hours	Meal Break	Rest Break
Five (5) or less	None	One (1) paid fifteen (15) minutes
More than five (5) but less than seven and one half (7½) hours	One (1) half (½) hours unpaid	One (1) paid fifteen (15) minutes
Seven and one half (7½) hours but less than ten (10) hours	One (1) half (½) hours unpaid	Two (2) paid fifteen (15) minutes
Ten (10) hours or more	Two (2) half (½) hours unpaid	Three (3) paid fifteen (15) minutes

17.09 When operational requirements permit, a Regular Employee may exchange shifts with another Regular Employee provided prior approval is received from the department manager, and the exchange does not result in an entitlement for premium pay. Shift exchanges between employees working different schedules (i.e. five (5) hour shifts vs. seven and one half (7½) hour shifts) will be permitted provided the exchange does not result in an entitlement to premium pay. A form must be completed and signed by the exchanging Parties seven (7) days prior to the date of the exchange unless the department manager approves an exchange in less than seven (7) days. Employees are solely responsible for working the shift they sign for in the voluntary shift exchange agreement.

17.10 Where the Employer designates an employee cannot leave the building and must remain available for work during their meal break, the employee's regular hours of work will be inclusive of a one half (½) hour paid meal break.

17.11 Extended Hours

Notwithstanding any other provision of this Agreement, it is understood and agreed that some Nurses work twelve (12) hour shifts. Such employees will have their weekly hours averaged. The daily hours will be up to eleven and a quarter (11¼) hours per day exclusive of meal breaks and up to an average of thirty-nine point three seven five (39.375) hours per week over the term of the rotation (i.e. six (6) weeks or eight (8) weeks), and up to two thousand forty-eight (2048) hours per year. There will be three (3) rest breaks of fifteen (15) minutes each and two (2) meal breaks of thirty (30) minutes each provided for those working eleven and a quarter (11¼) hour shift. These will be paid meal breaks if they are unable to leave the facility.

Extended Hours: The base day for accruals will be eleven and a quarter (11¼) hours and base week for accruals will be thirty-nine point three seven five 39.375 hours.

17.12 On the date fixed by proclamation, in accordance with the *Daylight Savings Time Act*, of conversion to Mountain Standard Time, regular hours of work will be extended to include the resultant additional hour with additional payment due therefore at the applicable overtime rate. On the date fixed by said Act for the resumption of Daylight Savings Time, the resultant reduction of one (1) hour in the shift involved will be affected with the appropriate deduction in regular earnings.

ARTICLE 18 – OVERTIME

18.01 When a Licensed Practical Nurse (LPN) is requested to work overtime on a scheduled workday or on a scheduled day off, the LPN may decline to work such overtime except in cases of emergency. Only in cases of emergency will an LPN be required to work overtime.

When an LPN does not agree that an emergency exists, the LPN will work such overtime under protest and may file a grievance.

18.02 (a) Overtime will be paid at the rate of time and one-half (1½x) for all hours worked beyond eight (8) hours in a day, and double time (2x) for hours worked beyond eleven (11) hours in a day.

- (b) Nurses working twelve (12) hour shifts will not be paid daily overtime, except for hours beyond twelve and one quarter (12¼) hours in a day, which will be paid at double time (2x).
- (c) Calculation of daily overtime entitlement is separate from weekly overtime entitlement.

18.03 (a) Overtime will be offered in order of seniority.

- (b) Where the overtime shift is for less than four (4) hours, the overtime shift will be offered to qualified employees already working on the unit, in order of seniority. If there are no employees on the unit willing to work the overtime shift, the work will be offered to qualified employees already at work, in order of seniority. If there is nobody in the workplace, the Employer will call other employees in order of seniority.
- (c) Where the overtime shift is for more than four (4) hours and when vacancy is known less than three (3) hours in advance of the shift, the overtime will be offered to employees at the workplace in order of seniority. If there is nobody at the workplace, the Employer will call other employees in order of seniority.
- (d) Where the overtime shift is for more than four (4) hours and where the vacancy is known more than three (3) hours in advance of the shift, the overtime will be offered to all qualified employees in order of seniority.

18.04 Where an employee works overtime on a Statutory Holiday in accordance with Article 19, Statutory Holiday pay as outlined in Clause 19.02 will not apply for overtime hours worked. Pay for overtime hours worked on a General Holiday will be at a rate of two and one quarter times (2¼x) the applicable Basic Rate of Pay.

ARTICLE 19 – STATUTORY HOLIDAYS

19.01 Employees will be entitled to general holidays and such other general holidays as may be in future proclaimed or declared by the Provincial Government.

New Years' Day	Labour Day
Alberta Family Day	National Day for Truth and Reconciliation
Good Friday	Thanksgiving Day
Victoria Day	Remembrance Day
Canada Day	Christmas Day

19.02 Statutory Holiday Pay

- (a) Employees who qualify for statutory holiday pay will be paid an average day's pay on the Statutory Holidays above, based on the following: amount paid divided by (÷) days worked.
- (b) "Amount paid" is the amount earned by the employee for work done during the thirty (30) calendar day period preceding the statutory holiday, including vacation pay but excluding overtime pay.
- (c) "Days worked" is the number of days the employee worked or earned wages during that thirty (30) calendar day period.

19.03 Employees who qualify for statutory holiday pay under Clause 19.02 will not receive statutory holiday pay if:

- (a) they are scheduled to work the statutory holiday and fail to do so, or,
- (b) they fail to work their scheduled workday immediately preceding and following the statutory holiday(s) unless such absence has been approved in advance by the Employer.

19.04 Employees who are required to work on a statutory holiday will be paid at the rate of time and one half (1½x) in addition to any statutory holiday pay owing.

19.05 If an Employer scheduled statutory holiday occurs within an employee's vacation period, an extra day's vacation will be allowed for each statutory holiday so occurring.

19.06 In recognition of the Parties' commitment to multiculturalism, and recognizing the cultural diversity amongst the staff, the Employer agrees that employee requests for holiday arrangements (as unpaid leave) outside of this Agreement will not be unreasonably denied.

ARTICLE 20 – ANNUAL VACATIONS

20.01 Employees with less than one (1) year of service will be entitled to four percent (4%) vacation pay if they leave the service of the employer prior to their first anniversary.

20.02 Employees will be entitled to vacation time and vacation pay as follows:

- (a) Employees with one (1) or more years of continuous service will have earned three (3) weeks' vacation at six percent (6%) vacation pay, based on gross earnings.

- (b) Employees with five (5) or more years of continuous service will have earned four (4) weeks' vacation at eight percent (8%) vacation pay, based on gross earnings.
- (c) Employees with fifteen (15) or more years of continuous service will have earned five (5) weeks' vacation at ten percent (10%) vacation pay, based on gross earnings.
- (d) No employee employed on date of ratification will suffer any decrease in vacation entitlement or pay.

20.03 Vacation Requests

- (a) Regular Employees become eligible for paid vacation leave once they have completed six (6) months of continuous employment.
- (b) Vacations requests must be submitted by no later than January 31st to be scheduled for the vacation calendar year of April 1st – March 31st. Vacation time may be divided into blocks of one (1) to two (2) weeks in duration.
- (c) Scheduling of vacation will be in accordance with seniority within a classification. Where an employee chooses to split their vacation, they will exercise seniority rights in the choice of the first vacation period. Seniority will prevail in the choice of the second vacation period but only after all other first vacation periods have been selected. Remaining vacation periods will be scheduled in a fair and equitable manner amongst employees within a classification. The approved vacation schedule will be posted at the worksite on or before February 28th of each year.
- (d) Employees will be limited to booking a maximum of two (2) consecutive weeks of vacation during prime vacation period (June 15th – September 15th; and December 15th – January 5th), unless further consecutive weeks would not interfere with the vacation preferences of less senior employees. The Employer will make every effort to accommodate requests for vacation of more than two (2) consecutive weeks outside of prime vacation periods.
- (e) Employees failing to exercise their right to request vacation within the vacation selection time posted by the Employer will forfeit their seniority rights with respect to choice of vacation time. In such cases, the Employer reserves the right to schedule vacation time for the employee.
- (f) A maximum of two (2) weeks of vacation time may be carried forward from one (1) year to another. Employees who wish to carry vacation forward should notify the Employer by January 31st.

- (g) If the employee has not requested all of their vacation leave, the Employer reserves the right to schedule the remaining vacation days within the last four (4) months of the calendar year. The Employer may also pay out unused vacation credits at the end of February each calendar year.

20.04 Employees are expected to schedule vacation leave in blocks of one (1) or more full weeks. However, requests for vacation leave of less than one (1) week will be considered where valid reasons exist. Such requests will not be unreasonably denied.

20.05 Vacation pay to which an employee is entitled will be paid to the employee at least one (1) calendar day before the beginning of their vacation, provided that the employee gives the Employer at least fourteen (14) days written advance notice. The amount of their vacation pay will be based on the number of workdays of planned absence due to vacation for each vacation period.

ARTICLE 21 – SALARIES

21.01 Employees will be compensated in accordance with the Wage Schedule attached to the Collective Agreement.

21.02 Employees will be paid semi-monthly.

21.03 The Employer will provide the Union with job descriptions for the classifications in the Bargaining Unit.

Job descriptions will set out the general duties of the position. Such descriptions are subject to change and do not limit the Employer's right to assign other duties to an employee, whether on a permanent or temporary basis. Prior to implementing any changes to existing job descriptions, the Employer will provide advance notice to the Union.

Upon request, the Parties will meet to consider input and alternatives proposed by the Union.

21.04 Recovery of Overpayments

Where an employee has been overpaid, the Employer will recover the amount of overpayment made from the employee's wages using the following procedure:

- (a) The Employer will meet with the employee and a Union Representative to confirm in writing:
 - (i) The calculation of the amount of overpayment; and

- (ii) How the overpayment will be recovered from the employee's pay;
 - (iii) If the overpayment is recovered by installments deducted from the employee's pay, the deductions will not reduce the employee's normal weekly earnings below minimum wage, unless the employee expressly wishes to repay the overpayment at a higher rate of deduction.
- (b) Where the pay level for a position in a letter of offer is incorrect, the overpayment will be absorbed by the Employer and corrected on a go-forward basis.

21.05 When the Employer establishes a new Bargaining Unit position, it will provide the Union with a job description and the wage rate established by the Employer. Should the Union disagree with the wage rate, the matter may be referred to arbitration.

21.06 Only employees entitled to designation as a Licensed Practical Nurse pursuant to the *Health Professions Act* R.S.A. 2000, c. H-7 will be employed as a Licensed Practical Nurse.

ARTICLE 22 – NO CONTRACTING OUT

22.01 Layoff of Employees

The Employer agrees not to contract out any of the Employer's work performed by employees covered by this Agreement which would result in the laying off of employees.

22.02 Exceptions

The Employer has the right to contract for services when:

- (a) The Employer does not have the equipment or facilities necessary to provide the required service, or
- (b) The Employer does not have employees who perform the work or are qualified in the work, or
- (c) An emergency exists, but only for the shortest amount of time required for Bargaining Unit employees to take on or be hired to do the work.

22.03 The Union may grieve the contracting out of the Bargaining Unit work, and the grievance will be filed directly to arbitration.

ARTICLE 23 – SHIFT PREMIUM

- 23.01 Employees working night shift will be paid a shift differential of one dollar (\$1.00) per hour for the entire shift. Night shift will be defined as any shift in which the major portion of the shift occurs between 12:00 a.m. midnight (2400 hours) and 8:00 a.m. (0800 hours).
- 23.02 The premiums payable under this Article will not be considered as part of the employee's Basic Rate of Pay.

ARTICLE 24 – TEMPORARY ASSIGNMENTS

- 24.01 (a) When an employee is assigned to replace another employee in a higher paid classification within this Collective Agreement, they will be paid the Basic Rate of Pay for the classification in which the employee is relieving, providing they are qualified to perform the substantive duties of the higher paid classification.
- (b) When an employee is required temporarily to perform the duties of a lower paid classification, their Basic Rate of Pay will not be changed.

ARTICLE 25 – LAYOFFS AND RECALL

25.01 Layoff

A layoff will be defined as a cessation of employment or the elimination of a job resulting from a reduction of the amount of work required to be done by the Employer. A reduction of hours will not be considered a layoff unless it exceeds twenty percent (20%) of the employee's regularly scheduled hours.

In the event of a layoff, employees will be laid off in reverse order of seniority.

25.02 Notice of Layoff

Employees who are laid off who have acquired seniority will receive notice as follows:

- (a) one (1) week's notice after three (3) consecutive months of employment;
- (b) two (2) weeks' notice after twelve (12) consecutive months of employment;
- (c) Four (4) weeks' notice if the employee has been employed by the Employer for at least four (4) years.

25.03 Notice Not Required

The Employer is not required to give notice to an employee who is:

- (a) terminated for cause;
- (b) hired for a project or temporary position;
- (c) offered and refuses alternative employment; or
- (d) where the Employer can establish that a lay-off may be required due to a force majeure, fire or flood, the Employer will consult with the Union regarding staffing levels required and possible amended schedules and/or work locations.

If a layoff is determined unavoidable after consultation with the Union, employees will be laid off without notice, but for the period of notice of layoff the employee would otherwise have been entitled to under the Collective Agreement, all other benefits of the Collective Agreement, including medical benefits (provided the employee continues to pay their portion of premium contributions), will be continued and employees will continue accruing seniority at their normal hours of work.

25.04 Bumping Rights

A laid off employee may bump a junior employee, provided the laid off employee has more seniority and is willing, qualified and has the ability to do the job of the less senior employee. However, in no circumstances will an employee affect a promotion through a bump.

A laid off employee who bumps a junior employee will be paid at the rate of the classification they are bumping into, at the rate corresponding with their previous placement on the wage grid.

25.05 Employees who are unable to bump a junior employee or fill a vacancy, will be laid off and placed on the recall list.

25.06 Temporary employees who do the same or similar work as an employee subject to layoff will be terminated before a permanent employee is laid off.

25.07 An employee who is bumped as a result of another employee exercising their rights under this Article will be entitled to exercise their bumping rights.

25.08 Recall

Employees on layoff will be recalled in order of seniority, subject to their willingness, qualifications, and ability to do the work available. It will be sufficient for the Employer to email, telephone or send notice of recall to the employee by registered mail to the employee's last known address. An employee who is recalled to work after a layoff must return to work within three (3) calendar days if unemployed, and within fourteen (14) calendar days if employed elsewhere and required to provide fourteen (14) days' notice to that Employer. An employee employed elsewhere will give the Employer notice of their intent to return to work within three (3) calendar days of receipt of the notice of recall.

25.09 No new employee will be hired until those laid off have been given an opportunity for re-employment.

25.10 Employees will not lose recall rights if they refuse a temporary position.

25.11 Employment will be deemed terminated when an employee does not return from layoff when notified to do so, or on the expiry of their recall rights, whichever first occurs. Where an employee on layoff occupies a temporary position, the recall period will be suspended during their temporary position and will recommence upon the termination of the temporary position for the balance of the recall period.

25.12 The Employer will maintain a recall list(s) for all employees on recall and will provide the list(s) to the Union quarterly with updates when there are employees on recall.

ARTICLE 26 – LEAVE OF ABSENCE

26.01 Eligible employees will be entitled to all job-protected leaves under the Alberta *Employment Standards Code*, including:

- (a) Maternity and Parental Leave
- (b) Personal and Family Responsibility Leave
- (c) Compassionate Care Leave
- (d) Critical Illness Leave
- (e) Long-term illness and Injury Leave
- (f) Citizenship Ceremony Leave

- (g) Reservist Leave
- (h) Domestic Violence Leave
- (i) Death or Disappearance of a Child Leave

26.02 Jury Duty

- (a) An employee who is subpoenaed by the Crown for jury duty, or as a witness for the Crown (not being themselves a party to the proceeding) will continue to receive their regular pay and benefits to a maximum of five (5) working days, provided that the employee in question would normally have worked on the day(s) in question.
- (b) The employee will turn over to the Employer any monies they receive from the court on the days they are normally scheduled to work, providing this does not exceed their regular pay rate. The employee will not be required to turn over allowances received for travelling and meals.

26.03 Unpaid Leave of Absence

- (a) Requests by employees for unpaid leave of absence will be made in writing to the department supervisor and may be granted at the Employer's discretion. When possible, the employee will give at least fourteen (14) days' notice to minimize disruption of staff. The Employer will make every reasonable effort to comply with such requests. Notice of the Employer's decision will be given in writing as soon as possible.
- (b) Any employee granted unpaid leave of absence totalling up to twenty (20) working days in any year will continue to accumulate seniority and all benefits and will return to their former job.
- (c) If an unpaid leave of absence or an accumulation of unpaid leaves of absence exceeds twenty (20) working days in any year, the employee will not accumulate benefits from the twenty-first (21st) day of the unpaid leave to the last day of the unpaid leave but will accumulate benefits and receive credit for previously earned benefits upon expiration of the unpaid leave.

26.04 Union Leave

- (a) Short-term leave of absence without pay to a maximum of fourteen (14) days at one time will be granted to employees designated by the Union to transact Union business including conventions and conferences unless this would unduly interrupt the Employer's operation provided, however, that these designated employees will be paid by the Employer for time lost in attending meetings during working hours whenever their attendance is

requested by the Employer. The Union will give reasonable notice to minimize disruption of the department and the Union will make every effort to give a minimum of seven (7) days' notice.

- (b) Long-term leave of absence without pay will be granted to employees designated by the Union to transact Union business for specific periods of not less than fourteen (14) days. Such requests will be made in writing sufficiently in advance to minimize disruption of the department. Employees granted such leave of absence will retain all rights and privileges accumulated prior to obtaining such leave. Seniority will continue to accumulate during such leave.

26.05 Bereavement Leave

- (a) Bereavement leave of absence of three (3) days with pay will be granted to a Regular Employee at the time of notification of death upon application to the Employer in the event of a death of a member of the employee's immediate family.
- (b) This will include parent (or alternatively stepparent or foster parent), spouse, child, stepchild, brother, sister, father-in-law, mother-in-law, grandparent, grandchild, legal guardian, ward and relative permanently residing in the employee's household or with whom the employee permanently resides.
- (c) In the event of a delayed interment or service, an employee may save one of the days identified above without loss of pay to attend the interment or service and will provide as much notice as possible of the date it will be utilized.
- (d) An additional two (2) consecutive workdays without pay may be granted to employees who are required to travel in order to attend the funeral.

26.06 Leave of absence without pay will be granted to up to three (3) employees designated by the Union for the purpose of collective bargaining. Seniority and all benefits will accumulate during such leave. Requests for bargaining-related union leave will not be unreasonably denied.

ARTICLE 27 – SICK LEAVE

27.01 Regular Full-time and Regular Part-time Employees will receive sick pay of two percent (2%) of gross wages annually.

27.02 Regular Employees may elect to have unused sick pay paid out on January 17th of each year or may elect to carry forward unused sick pay. However, employees will not be permitted to accumulate more than the equivalent of one hundred

(100) hours of sick pay in their bank. Any amount above that amount must be paid out on January 17th of each year.

27.03 In order to be entitled to pay for sick leave, employees must complete the appropriate form and have it authorized by their immediate supervisor. The Employer in its sole discretion may request satisfactory proof of illness. Failure to meet this requirement will result in the absence being treated as leave without pay. Any abuse of sick leave benefits is cause for discipline, up to and including discharge.

27.04 When an employee is on Employer-paid sick leave, all benefits contained in this Agreement will continue to accrue.

Following the expiration of Employer-paid sick leave, employees will be placed on an unpaid leave of absence until such time as they return to work or are deemed permanently unable to return to work.

27.05 Regular Employees transferring to casual status are not entitled to access their sick leave benefits until such time as they may revert to regular status and will lose their banked sick leave credits upon termination of employment if their status is casual status at that time. Regular Employees will also be paid out their banked sick leave credits upon termination of employment.

ARTICLE 28 – BENEFITS

28.01 Employees scheduled twenty-five (25) or more hours per week on a regular basis will be eligible for those benefits as outlined in the Employer's benefit program.

28.02 Premiums for the Extended Health, Dental, and Group Life Plans will be paid as follows:

(a) Employer share: 75%

(b) Employee share: 25%

28.03 Dental Plan

Eligible employees will be provided with:

(a) Reimbursement Levels:

(i) Basic Services 80% of Eligible Expenses
(100% for LPNs)

(ii) Major Services 50% of Eligible Expenses

- | | |
|--|---|
| (iii) Accidental Dental Injury | 80% of Eligible Expenses
(100% for LPNs) |
| (iv) Deductible | NIL |
| (b) Annual Maximums: | |
| (i) Accidental Dental Injury Treatment | Unlimited reasonable and
customary costs |
| (ii) All other treatments | \$2,500 per calendar year |
| (c) The Dental Plan will cover employees, their spouses and eligible children provided they are not enrolled in another comparable plan. Dependent children are eligible from birth to age twenty-two (22), or age twenty-six (26) if in full-time attendance as a student at a recognized educational institute, regardless of being enrolled in another plan. | |
| (d) Please refer to the Employee Benefit Book for specific details and conditions that may apply to the above-noted benefit(s). | |

28.04 Extended Health Care Plan

Eligible employees will be provided with:

- | | |
|---|-------------------------|
| (a) Benefit Level | |
| (i) Eligible Prescription Drugs | 80% |
| (ii) Prescription Drug Card | |
| (iii) All other In-Province Eligible Expenses | 80% |
| (iv) Out-of-Country Emergency | 100% |
| (b) Deductible | |
| (i) Single | \$50 per calendar year |
| (ii) Family | \$100 per calendar year |
| (iii) Lifetime Health Care Maximum | Unlimited |
| (iv) In Canada Prescription Drugs | Covered |

- | | |
|--|--|
| (v) Hospital Room | Semi-Private |
| (vi) Private Duty Nursing | \$10,000 per calendar year |
| (vii) Hearing Aids | \$500 every three (3) years |
| (viii) Paramedical Practitioners | \$500 per calendar year
per practitioner listed |
| (ix) Surviving and Dependent Insurance | Two (2) years |
| (x) Conversion Privilege | See Benefit Booklet |
- (c) The Extended Health Care Plan will cover employees, their spouses and eligible children provided they are not enrolled in another comparable plan.
- (d) Please refer to the Employee Benefit Book for specific details and conditions that may apply to the above-noted benefit(s). In the event of any conflict between the descriptions above and the Benefit Booklet, the terms of the Benefit Booklet and insurance will govern.

28.05 Group Life Insurance

The Employer will contract for a group life insurance plan, as set out in the current Employee Benefit Booklet. The Group Life plan will provide thirty thousand dollars (\$30,000) in insurance coverage for post probationary employees until age sixty-five (65). Thereafter, the amount of coverage will decrease to fifteen thousand dollars (\$15,000). Group insurance coverage ceases for all employees at age seventy (70). The plan will include coverage for accidental death.

28.06 Disputes

Any disputes regarding benefit eligibility or coverage will be between the employee and the insurer. Disputes regarding benefits eligibility or coverage will not be subject to the grievance and arbitration procedure. The Employer's sole responsibility with respect to benefits is to make its premium payments.

28.07 In the event that the Employer or the benefit provider amends the coverage laid out in the Employee Benefit Booklet, the Employer will consult with the Union regarding amendments to be made. In no circumstances will overall benefit levels be reduced.

ARTICLE 29 – WORKERS' COMPENSATION INJURIES AT WORK

29.01 An employee receiving compensation benefits will be deemed on Workers' Compensation leave and will:

- (a) remain in the continuous service of the Employer for the purpose of salary increments;
- (b) cease to earn sick leave and vacation credits subject to Articles 20 and 27;
- (c) not be entitled to Named Holidays with pay falling within the period of Workers' Compensation leave in excess of thirty (30) days; and
- (d) Employees will pay their share of benefit premiums and pension contributions to the Employer on a monthly basis in order to continue their coverage.

29.02 The reinstatement of an employee in accordance with this Article will not be construed as being in violation of the posting and/or scheduling provisions of this Agreement.

29.03 The employee will keep the Employer informed of the prognosis of their condition on a schedule set by the Employer and the employee.

ARTICLE 30 – HEALTH AND SAFETY

30.01 The Parties agree to cooperate in the promotion of safe work habits and safe working conditions and adhere to the provisions of the Alberta *Workers' Compensation Act* and other applicable legislation.

30.02 The Parties agree that a Joint Occupational Health and Safety Committee will be established. The Committee will govern itself in accordance with the provisions of the Alberta *Occupational Health and Safety Regulations* made pursuant to the Alberta *Workers' Compensation Act*. The Committee may be structured so as to include representatives from all Employers and their employees at the facility. The Union will elect or appoint its own representative to this Committee.

30.03 Employees who are members of the Committee will be granted leave without loss of pay or receive straight-time regular wages while attending meetings of the Committee or to participate in workplace inspections and accident investigations at the request of the Committee pursuant to the Alberta *Occupational Health and Safety Regulations*.

30.04 Where the Committee determines that it is necessary to obtain information on its role and responsibility, it will use the resources of the Workers' Compensation

Board. The committee will increase the awareness of all staff on such topics as: workplace safety, safe lifting techniques, dealing with aggressive patients/residents, WHMIS and the role and function of the Committee. The committee will foster knowledge and compliance with Alberta *Occupational Health and Safety Regulations* by all staff.

- 30.05 No employee will be disciplined for refusal to work when excused by the provisions of the Alberta *Workers' Compensation Act and Regulations*.
- 30.06 The Employer will provide orientation and/or in-service, which is necessary for the safe performance of work, including universal precautions, the safe use of equipment, safe techniques for lifting and supporting patients/residents and the safe handling of materials and products. The Employer will also make readily available information, manuals and procedures for these purposes. The Employer will provide appropriate safety clothing and equipment.
- 30.07 When the Employer is aware that a resident has a history of aggressive behaviour, the Employer will make such information available to the employee.
- 30.08 An employee refusing, without sufficient medical or human rights grounds, to take reasonable medical or x-ray examination at the request of the Employer, or to undergo vaccination, inoculation and other immunization when required, may be required to take a leave of absence without pay, or disciplined by the Employer (up to and including potential termination). Medical exams, x-rays, vaccinations, inoculations, or other immunizations required by the Employer will be at the Employer's cost.
- 30.09 Where the Employer or the Committee identifies high risk areas which expose employees to infectious or communicable diseases for which there are protective immunizations available, such immunization will be provided at no cost to the employee.

ARTICLE 31 – CASUALS

- 31.01 (a) Casual Employees will be employed only to relieve in positions occupied by Regular Full-time and Regular Part-time Employees, or for other intermittent, non-recurring work, provided that a Casual Employee will not be used for a period of excess of sixty (60) calendar days in any one position.
- (b) Casual Employees will be called in to work in the order of seniority subject to their availability. A separate seniority list will be established for the call-in of Casual Employees and Part-time Employees registering for casual work.

- (c) The probationary period for Casual Employees will be sixty (60) shifts worked.
- 31.02 (a) Part-time Employees may register for casual work in accordance with this Article. For the purpose of casual call-in, Part-time Employees are not eligible for any casual shift hours which overlap with their regular shifts, or which would result in daily or weekly overtime.
- (b) Part-time Employees will be placed on the casual registry in accordance with their seniority.
- 31.03 (a) Part-time and Casual Employees will submit in writing, by the first day of each month, their availability for the following month. The Employer will only be obliged to call an employee for those days and shifts which the employee has identified as available. Casual Employees who have not been available for work for three (3) consecutive months may have their employment terminated.
- (b) All hours worked by Part-time Regular Employees accumulate for the purposes of sick leave and all benefits.
 - (c) A Casual Employee may become a Regular Employee only by successful bidding into a permanent vacancy in respect of which there is no present regular incumbent.

31.04 Call In

Employees on the casual list will be called to work in order of seniority as follows:

- (a) The Employer will contact those employees designated as available for the shift or block of shifts being assigned but may also contact others who might be available notwithstanding their availability form if the shift(s) cannot be otherwise filled.
- (b) Contact may be made either by telephone, text message, email, or other electronic means of communication. Employees will indicate their preferred method of contact (one contact), and that preferred method will be utilized.
- (c) Where electronic communication is utilized, notice may be sent to several employees simultaneously. The notice will indicate the details of the available work, and the timeline for reply.
- (d) Where electronic communication is utilized, the following will apply:
- (e) Where a vacancy is known less than forty-eight (48) hours in advance, the Casual Employees will have fifteen (15) minutes to respond to the shift(s)

will be awarded to the senior employee who responds confirming they will take the shifts or block of shifts within the time limit.

- (f) Where a vacancy is known more than forty-eight (48) hours in advance, but less than four (4) weeks in advance, the Casual Employees will have sixty (60) minutes to respond, and the shift(s) will be awarded to the senior employee who responds confirming they will take the shifts or block of shifts within the time limit.
- (g) Where a vacancy is known more than four (4) weeks in advance, the employees will have seventy-two (72) hours to respond and the shift(s) will be awarded to the senior employee who responds confirming they will take the shifts or block of shifts within the time limit.
- (h) A record of calls or electronic communications will be maintained for at least thirty (30) days subsequent to the shift(s) being filled. In the case of a dispute, the Union will have access to the call logs and will be entitled to make photocopies as needed. In the event of a dispute, the call logs will be maintained for the period of the dispute and thirty (30) days after the dispute comes to an end.
- (i) The seniority list for call-in will be updated quarterly, commencing July 1st. Time accumulated in a current period will not be reckoned recognized until the next adjustment date. Within two (2) weeks of each adjustment date the Employer will provide the Union a revised electronic copy of the call-in seniority list.
- (j) Casual Employees hired after a seniority adjustment date will be added to the list in the order that they were hired.
- (k) A Casual Employee who accepts an assignment will be deemed to have the same obligation to fulfill the assignment as a Regular Employee.
- (l) If a Casual Employee declines a shift or block of shifts for which he/she has indicated he/she is available on three (3) or more occasions during any sixty (60) day period, without sufficient cause, the Casual Employee will be deemed to have resigned from their employment with the Employer and may be removed from the casual seniority list.
- (m) If concerns arise over the call-in process, and in particular, the use of electronic communication, the Parties will meet to discuss and resolve those concerns. Both Parties agree the call-in process should be both efficient and provide eligible employees with a reasonable opportunity to claim available shifts.

31.05 The Parties agree that all terms of the Collective Agreement will apply to Casual Employees except where modified above and by the following specific provisions:

(a) Hours of Work

Clause 18.03 will not be applicable to Casual Employees or to casual shifts worked by Regular Part-time Employees.

(b) Wages

Casual Employees will be paid the probationary rate until they have completed the probationary period of sixty (60) shifts worked. No current Casual Employee will have their wage reduced as a result of this Article.

(c) Benefits

Casual Employees are not entitled to benefits.

(d) Vacation Pay

Casual Employees are entitled to vacation pay at the rate of four percent (4%) of gross pay to be paid each payday.

(e) Paid and Unpaid Leave

Casual Employees are not entitled to paid or unpaid leaves of absence, except where they qualify for protected leaves of absence and Union Leave.

(f) Layoff and Recall

Casual Employees may be laid off from the casual list in the inverse order of their seniority where it becomes necessary to reduce the workforce due to economic circumstances. Laid off Casual Employees will retain their seniority for six (6) months subject to which they will be reinstated to the casual list in order of their seniority when it becomes necessary to expand the workforce.

(g) "Article 25 – Layoff and Recall" will not be applicable to Casual Employees.

ARTICLE 32 – DUTY TO ACCOMMODATE

- 32.01 It is recognized that the Employer, the Union, and the affected employee(s) have a duty, subject to such exceptions as set out in the *Alberta Human Rights Act*, to accommodate employees for all protected grounds cooperatively and reasonably to the point of undue hardship. The goal of accommodation is to recognize employees' capabilities and to remove barriers to returning to work or remaining at work.
- 32.02 Accommodation of employees within the workplace is a shared responsibility between the Employer, the Union, and the employee.

ARTICLE 33 – COPIES OF THE COLLECTIVE AGREEMENT

- 33.01 The Employer will provide a copy of the Collective Agreement to each new employee upon appointment.
- 33.02 The Collective Agreement will be printed in pocket-sized format. Selection of the printers and printing of the Collective Agreement will be the joint responsibility of the Employer and the Union. The cost will be shared equally between the Parties.

ARTICLE 34 – RESIGNATION AND TERMINATION

- 34.01 An employee will make every reasonable effort to provide to the Employer twenty-eight (28) calendar days' notice, where possible, and will, in any case, provide the Employer with fourteen (14) calendar days' notice of their desire to terminate their employment.

ARTICLE 35 – TRANSPORTATION

- 35.01 An employee will not be required to use their own vehicle for the Employer's business. If an employee is requested to use their own vehicle for Employer business, they will be reimbursed fifty-nine cents (\$0.59) per kilometre or the rate established by the Employer's policy, whichever is greater.
- 35.02 If an employee is required to travel for work outside of their normal commute or stay out of their home for an overnight stay, the Employer will reimburse all costs associated with the travel. For overnight stays, the Employer will provide a per diem in the amount of sixty-five dollars (\$65.00) for food and incidentals, over and above the regular wage rate for hours worked, mileage and reimbursement of costs, such as hotel accommodations.

ARTICLE 36 – GENERAL

36.01 Volunteers

It is agreed that Volunteers have a role in this retirement community and are an important link to the residents being served. It is understood that members of the immediate family of residents will not be considered Volunteers for the purposes of this Article.

It is further agreed that Volunteers engaged by the Employer will be supernumerary to established positions in the Bargaining Unit, and that the use of Volunteers engaged by the Employer will not result in the lay-off or reduction of hours of employees in the Bargaining Unit; nor will Volunteers engaged by the Employer be used to fill established positions within the Bargaining Unit.

36.02 Headings

In this Agreement including the printed form thereof, titles will be descriptive only and will form no part of the interpretation of the Agreement by the Parties or an arbitrator.

36.03 Return of Employer Property Termination

Employees must return to the Employer all Employer property in their possession at the time of termination of employment. The Employer will take such action as required to recover the value of articles, which are not returned.

36.04 Tools

The Employer will supply tools as required. The Employer will replace tools upon satisfactory proof that they have been lost, broken, or stolen while being used in the work of the Employer with the knowledge and consent of the Employer.

36.05 A reasonable portion of the Employer's current bulletin board will be allocated to the Union for the posting of Employer/Union business only.

ARTICLE 37 – WAGES

37.01 Employees will be compensated in accordance with the Wage Schedule attached to the Collective Agreement.

37.02 The pay rate as agreed to and hereinafter in this Schedule provided will be in effect at the time of signing and during the term of the Agreement.

ARTICLE 38 – DURATION

38.01 Unless specified otherwise, all provisions of this Agreement are effective date of ratification, October 31, 2023 up to and including October 31, 2026.

SIGNED FOR THE UNION:

[Redacted signature block for the Union]

SIGNED FOR THE EMPLOYER:

[Redacted signature block for the Employer]

Dec 20, 2023
Date

SCHEDULE "A" – WAGE SCHEDULE

	Current	October 31, 2023	October 31, 2024	October 31, 2025
			3%	2%
LPN	\$29.42	\$33.50	\$34.51	\$35.20
HCA	\$23.11	\$24.25	\$24.98	\$25.48
Housekeeping	\$19.44	\$19.44	\$20.02	\$20.42
Cook	\$25.21	\$25.21	\$25.97	\$26.49

LETTER OF UNDERSTANDING #1

between

PRO VITA CARE MANAGEMENT INC. CENTURY PARK

and

CANADIAN UNION OF PUBLIC EMPLOYEES, LOCAL 1099

Re: WORKLOAD

Within ninety (90) days of ratification, the Employer will meet with the local Union Committee and members of the Joint Consultation Committee to discuss any workload concerns and potential solutions.

Including in those discussions will be whether any processes or flowcharts might be useful in providing guidelines for coping with workload when working short. The outcome of that meeting will be made available in print form and be accessible by employees.

SIGNED FOR THE UNION:

[Redacted signature block for the Union]

Dec 20, 2023

Date

SIGNED FOR THE EMPLOYER:

[Redacted signature block for the Employer]