

# **Collective Agreement**

**between**

**Nutra 2000  
in Alberta, Canada**

**and**



**Canadian National Federation of  
Independent Unions (CNFIU) – LiUNA 3000  
(the “Union”)**

**Expiry Date: November 30, 2020**

**14697 (03)**

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## **ARTICLE 1 - PURPOSE**

- 1.01 The purpose of this Agreement is to define the relations between Nutra 2000 and the Union, the wages and working conditions of the employees of Nutra 2000 represented by the Union and the means by which complaints, grievances, and disputes shall be disposed of promptly and equitably. It is the mutual desire of both parties to promote co-operation, harmony and efficiency in the operation.

## **ARTICLE 2 – RECOGNITION**

- 2.01 The Employer recognizes the Union as the sole and exclusive bargaining agent for all employees of Nutra 2000 in the Province of Alberta save and except Co-ordinators, Supervisors, office and clerical staff, reception, and persons above the rank of Co-ordinators and Supervisors.
- 2.02 The Employer undertakes that it will not enter into any agreement or contract with those employees for whom the Union has bargaining rights, either individually or collectively, which will conflict with any of the provisions of this Collective Agreement.
- 2.03 Employees not covered by the terms of this Agreement will not perform any duties which are normally performed by members of the bargaining unit where such performance will directly cause or result in the reduction of normally scheduled hours of work of an employee in the bargaining unit except in cases of emergency, training or orientation.
- 2.04 This article shall not prevent residents or designates from making arrangements for private care providers or publicly funded service delivery agencies, private duty or companion care. Such service(s) is between the resident and or designates and the provider and shall not be viewed as a violation of the Collective Agreement.
- 2.05 Employee(s) for the purpose of this agreement are persons employed by Nutra 2000 in the Province of Alberta who are within the scope of the bargaining unit as defined in Article 2.01.
- 2.06 The Employer for all purposes of this Collective Agreement is Nutra 2000.

## **ARTICLE 3 - STRIKES AND LOCKOUTS**

- 3.01 In view of the orderly procedure established by this Agreement and the provisions of the *Alberta Labour Relations Code* for the settling of disputes and the handling of grievances, the Union agrees that

during the term of this Agreement, neither it, nor its representatives will authorize, call, direct or take part in any strike, picketing, slow down or stoppage of, or interference with work in or about the employer's premises or premises at which the employer provides any services.

- 3.02 The Union agrees that it will not involve the name of the Employer either directly or indirectly in any dispute that may arise between any other Employer and the employees or such other Employer or between the Union and such other Employers.
- 3.03 The Employer agrees that it will not threaten, cause or direct any lockout of its employees for the duration of the Agreement.
- 3.04 The words "Strike" and "Lockout" shall have the same meaning as given to those words in the *Alberta Labour Relations Code*.

#### **ARTICLE 4 – MANAGEMENT'S RIGHTS**

- 4.01 Except where specifically modified by the terms of this Agreement, the Union acknowledges that all management rights and prerogatives are vested exclusively with the Employer. The Employer has the exclusive right to manage and direct its operations and affairs in all respects. These rights and functions shall include, but are not limited to:
  - a) determine and establish standards and procedures for the service, care, welfare, safety and comfort of the residents of the Employer;
  - b) maintain order, discipline and efficiency, and to make, alter and enforce reasonable rules and regulations to be observed by employees. Such rules will be made available to all employees and to the Union. The Employer reserves the right to introduce new rules from time to time, copies of which will also be made available to all employees and to the Union upon their request;
  - c) hire, retire, classify, promote, demote, transfer, schedule, layoff, recall, direct, assign duties, discharge, suspend or otherwise discipline employees who have completed their probationary period for just cause; provided that a claim of discriminatory transfer, promotion, demotion, re-classification, or a claim that an employee who has completed her probationary period, has been discharged, suspended or disciplined without just cause may be the subject of a grievance and dealt with as hereinafter provided. The discharge of a probationary employee shall only

be done after the employee has been assessed and offered time to improve.

- d) generally manage the business and, without restricting the generality of the foregoing, to determine the services to be rendered, the methods, the work procedures; to determine all staffing requirements and hours, the kinds and locations of machines, tools, instruments and equipment to be used; to select, control and direct the use of all materials required in the operation of the Employer that are in the interest of the safety and well-being of the Employer, residents, employees and the public.
- e) The Employer agrees not to exercise its rights in an arbitrary or discriminatory manner.

## ARTICLE 5 - DEFINITIONS

- 5.01 Where the feminine pronoun is used in this Agreement it shall mean and include the masculine pronoun where the context so applies and vice versa.
- 5.02 Where the singular is used, it may be deemed to mean the plural within the appropriate context and vice versa.
- 5.03 A full-time employee is one who is regularly scheduled for eighty (80) hours (paid 75 hours) or more bi-weekly.
- 5.04 A part-time employee is one who is regularly scheduled for less than eighty (80) hours (paid 75 hours) bi-weekly.  
Extended Health Benefit Eligibility: Part-time employees who are regularly scheduled more than forty-eight (48) hours (45 hours paid) bi-weekly will be eligible for benefits.  
Sick Benefits Eligibility: Part-time employees who are regularly scheduled more than forty-eight (48) hours (45 hours paid) bi-weekly will be eligible for part-time sick benefits.
- 5.05 A casual employee is one who is not regularly scheduled and is called in as needed.
- 5.06 Employee(s) - For the purpose of this Agreement are persons employed by Nutra 2000 in Alberta, Canada who are within the scope of the bargaining unit as defined in Article 2.01.
- 5.07 Employer – The Employer for all purposes of this Collective Agreement is Nutra 2000.

- 5.08 Union – The Union for all purposes of this Collective Agreement is the Canadian National Federation of Independent Unions (CNFIU).

## **ARTICLE 6 - DISCRIMINATION**

- 6.01 The parties agree that there shall be no discrimination, interference, restriction or coercion exercised or practiced with the respect to any person employed by the Employer on account of membership or non-membership in this trade union or because of activity or non-activity in the Union.
- 6.02 The Union agrees that it will not conduct Union business (other than that which is permitted in this Agreement) on the Employer's premises or at any location where the Employer's business is being carried out or services provided, except as specifically authorized in advance and in writing by the Employer.
- 6.03 The Employer, employees and the Union agree that there shall be no discrimination or harassment within the definition and meaning of the *Alberta Human Rights Act* exercised or practiced by either of them or by any of their representatives with respect to any employee by reason of age, marital status, sex, race, creed, colour, national origin, disability, sexual orientation or any other prohibited grounds under the *Alberta Human Rights Act*, save and except for those limitations and defenses as set out therein.

## **ARTICLE 7 – UNION SECURITY**

- 7.01 All employees who are covered by this Agreement shall pay monthly union dues and initiation fees (if applicable) and shall remain members for the duration of their employment with the Union as a condition of employment. Such deduction will be effective on date of hire.
- 7.02 The Employer shall, when remitting such dues and/or fees include a list showing from whom the deductions were made, or why deductions were not made. The deducted amounts shall be remitted to the Union by the 15th of the month following deduction.
- 7.03 The Employer agrees to show the total amount of Union dues on the employees T4 slip.
- 7.04 The Employer agrees to send to the Union office, each month, a list of names, addresses and classifications of all new employees and the names and current addresses of those employees who have terminated employment. The Employer further agrees to furnish the

Union with an up-dated list of employee names and addresses as reasonably requested.

- 7.05 The Employer agrees to acquaint new employees with the fact that a Union Agreement is in effect.
- 7.06 On commencing employment, the employee's immediate supervisor shall introduce the new employee to a Union Steward or Representative, who will provide the new employee with a copy of the Collective Agreement, and will explain to the new employee the rights and privileges under this Agreement for a time up to a maximum of fifteen (15) minutes.
- 7.07 The Union agrees to save the Employer harmless from all deductions made from an employee's pay as provided.

## **ARTICLE 8 – UNION COMMITTEE AND STEWARDS**

- 8.01 No individual employee or group of employees shall undertake to represent the Union at meetings with the Employer without proper authorization of the Union. In order that this may be carried out, the Union will supply the Employer with the names of its Stewards, Chief Stewards, Representatives and any subsequent changes. Similarly, the Employer will supply the Union with a list of its supervisory or other personnel with whom the Union may be required to transact business.
- 8.02 A Union Negotiating Committee of not more than two (2) employees from each work location shall be selected by the Union to represent the Union for the purpose of negotiating the renewal of this Agreement. Negotiation dates will be scheduled subject to the operational requirements of the facility. Each member of the Union Negotiating Committee shall receive her pay at the straight time hourly rate of pay for all regularly scheduled working hours lost due to attendance at negotiation meetings with representatives of the Employer up to but excluding conciliation and any meetings or proceedings thereafter.
- 8.03 The Union shall elect up to five (5) employee Union Stewards from each facility for the purpose of handling grievances, one of whom shall be the Chief Steward. To provide representation amongst the shifts and classifications, a steward shall be selected from each of the shifts and no more than two (2) stewards shall be selected from a classification. A steward shall receive her pay at the straight time hourly rate of pay for all regularly scheduled working hours lost due to attendance at grievance meetings with representatives

of the Employer up to but excluding conciliation and any meetings thereafter and excluding arbitration.

- 8.04 If none of the Stewards are available, the meeting will be postponed, wherever possible, until one is available.
- 8.05 The Union recognizes that members of the Union Committee have regular duties to perform on behalf of the Employer. Such employees will not leave their duties on Union business without first obtaining permission from their immediate Supervisor. Such permission will not be unreasonably withheld.

## **ARTICLE 9 – GRIEVANCE PROCEDURE AND ARBITRATION**

- 9.01 For purposes of this Agreement, a grievance is defined as a difference arising between the parties relating to the interpretation, application, administration or alleged violation of the Agreement including any question as to whether a matter is arbitrable.
- 9.02 At the time formal discipline is imposed or at any stage of the grievance procedure, including the complaint stage, an employee is entitled to be represented by her Union Representative.
- 9.03 It is the mutual desire of the parties hereto that complaints of employees shall be adjusted as quickly as possible.

### **Step 1**

#### **COMPLAINT STAGE:**

An employee having a question or complaint shall discuss it with her immediate Supervisor within seven (7) calendar days of the actual occurrence leading to the question or complaint. At this stage, the employee may be accompanied by a Union Steward if she so desires. The Supervisor shall reply to the employee either verbally or in writing, giving the answer to the complaint or question within seven (7) calendar days from date of submission.

### **Step 2**

Failing settlement at Step 1, the Union shall submit a completed written grievance within seven (7) calendar days to the Executive Director or designate. A meeting will then be held between the Executive Director, the employee and a Union Steward within seven (7) calendar days of submission of the grievance at Step 2 unless extended by mutual agreement of the parties. The Executive Director or her designate shall render her decision in writing to the Union within seven (7) calendar days of the meeting.



### **Step 3**

Failing settlement of the grievance at Step 2, the Union shall submit the grievance to Step 3 within seven (7) calendar days after receipt of the Employer's decision. A meeting will be held within ten (10) calendar days between the Executive Director, the employee, a Union Steward, and a representative(s) of the Canadian National Federation of Independent Unions (CNFIU). It is understood that Nutra 2000 may have member(s) of senior management in attendance at this meeting. The time limit for the meeting may be extended by mutual agreement. The Employer shall render its decision in writing to the Union within seven (7) calendar days of the meeting.

Note: Throughout all stages of the grievance procedure, the aggrieved employee shall be present unless mutually agreed otherwise.

9.04 Time limits fixed in complaints, grievances and arbitration procedures may only be extended by written, mutual consent.

9.05

a) **Group Grievance**: Where a number of employees have identical grievances and each employee would be entitled to grieve separately, they may present a group grievance in writing signed by each employee who is grieving within ten (10) calendar days after the circumstances giving rise to the grievance have occurred or ought reasonably to have come to the attention of the employee(s). The grievance shall then be treated, as being initiated at Step No. 2 and the applicable provisions of this Article shall then apply with respect to the processing of such grievance. The subject matter of a group grievance shall not form the basis of an individual grievance and vice versa. If a group grievance could be filed, it is agreed that individual grievances will not also be filed.

b) **Policy Grievance**: The Union and the Employer shall have the right to file a grievance based on a difference arising out of the Agreement concerning the interpretation, application, administration or alleged contravention of the Agreement. The Union may not file a grievance regarding any matter upon which an employee may personally grieve. Time limits as set out in Article 9.03 shall apply to the grievance and such grievance will be submitted in writing a Step No. 3.

9.06 All agreements reached under the grievance procedure between the representatives of the Employer and the representatives of the Union will be final and binding upon the Employer and the Union

and the employees.

9.07

**Mediation:**

A grievance not resolved at Step 3 may be referred to Mediation if both the Union and the Employer agree to do so. A grievance not resolved at Mediation may be referred to Arbitration by one party giving written notice to the other within ten (10) days of the Mediation being concluded.

Each of the Parties to this Collective Agreement shall bear the expenses of the Mediator equally.

9.08

**Arbitration:**

Failing settlement under the foregoing procedure of any grievance between the parties arising from the interpretation, application, administration or alleged violation of this Agreement, including any question as to whether a matter is arbitrable, such grievance may be submitted to arbitration as hereinafter provided. If no written request for arbitration is received within twenty (20) calendar days after the decision under Step 3 is given, the grievance shall be deemed to have been abandoned. Where such a written request is postmarked within eight (8) calendar days after the decision under Step 3, it will be deemed to have been received within the time limits.

9.09

When either party requests that any matter be submitted to arbitration as provided in the foregoing Article, it shall make such request in writing addressed to the other party to this Agreement, and at the same time name a nominee. Within seven (7) calendar days thereafter, the other party shall name a nominee, provided, however, that if such party fails to name a nominee as herein required, the Minister of Labour for the Province of Alberta shall have power to effect such appointment upon application thereto by the party invoking the arbitration procedure. The two nominees shall attempt to select, by agreement, a Chair of the Arbitration Board. If they are unable to agree upon such a Chair within a period of fourteen (14) calendar days, they shall then request the Minister of Labour for the Province of Alberta to appoint a Chair.

9.10

No person may be appointed as an arbitrator who has been involved in an attempt to negotiate or settle the grievance.

9.11

No matter may be submitted to arbitration that has not been properly carried through all requisite steps of the Grievance Procedure.

9.12

The Arbitration Board shall not be authorized to make any decision

inconsistent with the provisions of this Agreement, nor to alter, modify, add to or amend any part of this Agreement.

9.13 The proceedings of the Arbitration Board will be expedited by the parties hereto and the decision of the majority, and where there is no majority the decision of the Chair, will be final and binding upon the parties hereto and the employee or employees concerned.

9.14 Each of the parties hereto will bear the expense of their nominee and the parties will share equally the fees and expenses, if any, of the Chair of the Arbitration Board.

9.15 **Provisions for a Sole Arbitrator**

Wherever an Arbitration Board is referred to in the Agreement, the parties may mutually agree, in writing, to substitute a Sole Arbitrator at the time of reference to arbitration and the other provisions referring to the Arbitration Board shall appropriately apply.

9.16 Any and all time limits referred to in this Article are exclusive of Saturday(s) Sunday(s) and Paid Holiday(s) as referred to in Article 21.

9.17 **Witnesses**

At any stage of the grievance procedure, including arbitration, the parties may have the assistance of the employee(s) concerned as witnesses. All reasonable arrangements will be made to permit the conferring parties or Arbitrator to have access to any part of the Employer's premises with prior permission, which shall not be unreasonably denied, to view working conditions which may be relevant to the settlement of the grievance.

## **ARTICLE 10 – DISCIPLINE AND DISCHARGE CASES**

10.01 A claim by an employee who has completed her probationary period that she has been unjustly suspended or discharged from her employment will be treated as a special grievance commencing at Step 3 of the Grievance Procedure provided the discharged person submits her written grievance dated and signed within seven (7) calendar days after the notice is given in writing.

10.02 It is agreed that the Steward(s) or the Union Representative will be notified on the first business day or as soon as practicable of the dismissal of any post-probationary employee in the bargaining unit.

10.03 A Union Steward shall be present when any disciplinary penalty is imposed upon the request of the employee. The Employer shall notify the employee of the right to Union representation prior to imposing any disciplinary action.

10.04 Where an employee receives a written disciplinary letter and the employee has been free from a related discipline for eighteen (18) months from the date of the letter, and in the case of a suspension, related discipline free for twenty-four (24) months from the date of the suspension, such letter(s) shall be removed from the employee's personnel file with the exception of proven resident abuse.

If an employee chose, she may review her personnel file with her supervisor during non-working time, at a mutually agreed to time, with seven (7) days' notice.

## **ARTICLE 11 – LEAVES OF ABSENCE**

### **11.01 Personal Leave**

Full time employees who have completed 6 months of employment shall be entitled to seven (7) personal days off, with pay, per calendar year commencing January 1st of each year. New Full-time employees, after they have completed 6 months of employment will receive a pro-rated entitlement of personal days.

Part time employees who are scheduled more than 45 hours bi-weekly and who have completed 900 hours shall be entitled to five (5) personal days off with pay per calendar year commencing January 1st of each year. New employees will receive a pro-rated entitlement of personal days once they have completed 900 hours of employment.

Part time employees who are scheduled for 30 hours bi-weekly and who have completed 900 hours shall be entitled to three (3) personal days off with pay per calendar year commencing January 1st of each year. New employees will receive a pro-rated entitlement of personal days once they have completed 900 hours of employment.

The purpose of this leave is to allow employees the opportunity to use their personal days as planned days off or as sick days.

Employees will be required to book their request for personal day(s) off two (2) weeks in advance, whenever possible, except in cases of illness or emergency.

Employees who have unused personal days at the end of the year will be paid out 100% of the balance of their entitlement.

Additional unpaid personal leave may be granted, unless impossible, to an employee who applies in writing, at least twenty days prior

to the commencement of the leave, providing the date of the commencement of the additional personal leave and the date they will return. It is understood that when granting unpaid leave an employee must use their accrued credited vacation before commencing the unpaid portion of their leave. The employee shall maintain but not accrue seniority during the unpaid portion of the leave.

#### 11.02 **Jury Duty/Witness Leave**

The Employer shall grant leave of absence without pay to an employee who serves as a juror, or is required by subpoena to attend a court of law or coroner's inquest related to their employment at the Home, providing the employee:

- a) notifies the Employer as soon as he becomes aware that he will be subpoenaed or receives the subpoena whichever comes first;
- b) presents to the Employer proof of service requiring the employee's attendance;

If not selected to sit on a jury or released as a witness, the employee shall forthwith contact his Supervisor and inform him of same and the Supervisor will endeavor to reschedule the employee's return to work as soon as possible.

#### 11.03 **Bereavement Leave**

##### **Full-Time Employees**

When a death occurs in the immediate family (parent, spouse, child, sibling, step-mother, or step-father) of a full-time employee the employee shall be granted leave up a maximum of five (5) missed shifts in a seven day period without loss of pay.

When a death occurs in the family (current parents-in law, grandparents, great grandparents, grandchildren, current siblings-in-law, daughter and son-in-law) of a full-time employee the employee shall be granted leave up to a maximum of three (3) consecutive calendar days without loss of pay, ending with the day of the funeral.

##### **Part-Time Employees**

When a death occurs in the immediate family of a part time or casual employee the employee shall be granted leave up to a maximum of three (3) consecutive calendar days without loss of pay, ending with the day of the funeral.

For part-time and casual employees, immediate family shall include parents, spouse, children, current parents-in-law, grandparents,

great-grandparents, grandchildren, siblings, current siblings-in-law, daughter-in-law and son-in-law.

### **All Employees**

An employee will be granted one (1) day without loss of pay to attend the funeral of their blood related aunt or uncle.

This leave is only to apply where the employee is in attendance or is involved in the preparation of the funeral and pay for such absence is limited to actual scheduled working days lost.

An employee will not be eligible to receive bereavement leave payment for any period in which they are receiving any other payment such as holiday, vacation or sick pay.

Where it is necessary because of distance, the employee may be granted an unpaid leave of absence of up to five (5) consecutive calendar days.

#### **11.04 Maternity/Parental Leave**

Maternity/Parental leave will be granted in accordance with the *Employment Standards Code of Alberta*, unless otherwise amended. An employee must have at least fifty-two (52) weeks of continuous employment to be entitled to maternity leave without pay.

- a) The employee shall give the Employer at least six (6) weeks' notice, in writing, of the day upon which she intends to commence her leave of absence, unless impossible, and furnish the Employer with a certificate of a legal medical practitioner stating that she is pregnant and giving the estimated day upon which delivery will occur.
- b) The employee shall give at least four (4) weeks' notice of intention to return to work. The employee may, with the consent of the employer, shorten the duration of the leave of absence requested under this Article upon giving the employer two (2) weeks' notice of her intention to do so, and furnish the employer with a certificate of a legal medical practitioner stating that she is able to resume her work.
- c) While on Maternity/Parental Leave, an employee shall accumulate seniority status under this Collective Agreement.

11.05 Parental Leave will be granted in accordance with the *Alberta Labour Relations Code*.

11.06 Union Leave: The Employer may grant leaves of absence to

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 Employer and in any event no more than two (2) employees from each facility covered by this Collective Agreement will be on leave at any given time unless mutually agreed by both parties.

In requesting such leave of absence, the Union will endeavour to give seven (7) days written notice and the written reply from the Employer will be given within seven (7) days. Seniority and service shall accumulate during such leave to a maximum provided, if any, under the provisions of the Collective Agreement.

### **Full-Time Union Leave**

Upon application by the Union, in writing, the Employer will give reasonable consideration to a request for leave of absence, without pay, to an employee elected or appointed to a full-time Union position as an Officer or Representative or to the staff of the Canadian National Federation of Independent Unions. It is understood that not more than one (1) employee from each facility covered by this Collective Agreement may be on such leave at the same time unless mutually agreed by the parties. Seniority shall be frozen and retained as of the date that the leave commenced.

When an employee is on Union leave as set out in Article 11.06 the Company agrees to continue to pay the employee for regularly scheduled time, and bill the Union for appropriate wages and benefits, so as to avoid the Union having to issue T4's at the end of the year. However, if the Union wishes to pay the employee, they must advise the Employer of their intention.

An employee elected or appointed to a paid full-time position within the Union shall be granted up to one (1) year off, without pay and without loss of seniority.

It is understood that when granting this leave the employee must first use all accrued vacation time before commencing the unpaid portion of the leave is expected to exceed six (6) months.

11.07 Where an employee is off work due to reasons specified below, the Employer shall continue to pay the Employer's portion of premiums (provided the employee pays their portion) for all Health and Welfare Plans for the following periods of time:

- a) Where the absence is due to an occupational accident or an industrial illness covered under the Workers' Compensation

Board, for a period of up to twelve (12) months;

- b) Where the absence is due to maternity or parental leave, for the maximum period set out for such leaves in the *Employment Standards Code*.
- c) Should the employee fail to provide the Employer with their portion of payment within seven (7) days of the due date, without reasons satisfactory to the Employer, the benefits will be cancelled and will not be reinstated until the employee has returned to work.

#### 11.08 **Compassionate Care Leave**

When an employee with a qualified person in the end-stage of life whose death is imminent or at significant risk within six (6) months, shall be entitled to Leave of Absence without pay but with benefit continuation, subject to the approval of the Insurer, for a period of up to six (6) weeks provided the employee pays the employee's portion of the premium, subject to Article 11.07(c). Qualified person means an immediate family member defined as mother, father, spouse (including fiancé(e)) or child in accordance with the compassionate care benefit under Employment Insurance legislation.

In order to qualify for leave under this provision, the Employee shall meet the eligibility requirements of the Employment Insurance regulations.

Employees will be required to submit to the Employer satisfactory proof demonstrating the need for the Compassionate Care Leave.

## **ARTICLE 12 – PROBATIONARY EMPLOYEES**

### 12.01

- a) Full time and Part time employees will be considered as probationary employees until they have been employed for three (3) months or four hundred and eighty-eight (488) hours worked, whichever comes first.
  - i) Casual employees will be considered as probationary employees until they have worked for two hundred and fifty (250) hours. This will only apply to casuals whom are hired after ratification of this Collective Bargaining Agreement.

The parties may, by mutual consent, extend the probationary period up to a maximum of an additional three (3) months.

- b) During the probationary period, the probationary employee



shall have no seniority standing. Employees who have completed said probationary period and have been retained by the Employer at the completion thereof, shall be considered as regular employees and shall be credited with seniority for said probationary period.

- c) The parties acknowledge that the probationary period affords the Employer an opportunity to assess the employee and for the employee to correct any actions that have been brought forth to them by the employer.

## **ARTICLE 13 – SENIORITY**

### 13.01

- a) Seniority shall not apply during the probation period. Upon completion of the probationary period, the employee's name will be placed on the appropriate seniority list within their facility from the date she was hired by the Employer at that work site.
- b) The Employer will maintain one seniority list for all employees as defined in Article 5.
- c) The seniority date of all employees shall be the date upon which the employee commenced work in the bargaining unit and shall be defined as the length of "continuous service".
- d) For the purposes of this article, "continuous service" shall mean the period of employment commencing on the last date of hire in the facility that is not interrupted by termination or dismissal.
- e) Seniority will be recognized within facilities covered under the scope of this agreement.

13.02 The initial seniority list will be established within thirty (30) days following ratification of this collective agreement. The parties will mutually agree to the procedure for establishing the initial seniority list based on continuous length of service.

13.03 The Employer will supply the Union with a copy of the Seniority List. Such list will be up-dated effective January 1st and July 1st, and shall be posted on the Union Bulletin Board by the end of January and July respectively.

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

- 13.04 Seniority shall be considered in determining;
- a) preference of vacation time;
  - b) layoffs and recalls; and
  - c) promotions, transfers, and in filling all vacancies within the bargaining unit subject to the provisions specified in Article 15 (Job Postings).
- 13.05 The Seniority List shall contain the employee's name, start date and the total number of accumulated hours.
- 13.06 Notwithstanding Article 13.01, an employee shall maintain seniority during maternity/parental leave, WCB leave or sick leave, to the extent of and in accordance with the following:
- i) Maternity/Parental Leaves

An employee shall maintain seniority while absent on pregnancy or parental leave to the extent provided for, and for the purpose prescribed, under the *Alberta Employment Standards Code*.
  - ii) Workplace Injury
    - a) An employee shall maintain seniority while absent due to compensable workplace injury for the purposes of job posting, layoff and recall, scheduling, and vacation as applicable. For the purposes of progression on the wage grid, an employee shall be credited with hours worked on the basis of her regularly scheduled hours of work missed during the first thirty (30) calendar day period.
    - b) It is expressly understood that the credit in a) above shall not be given for the purposes of sick leave credit accumulation (Article 27) or any other benefit purpose, or for the completion of the probationary or trial periods (Articles 12.01 and 15.03).
  - iii) Sick Leave
    - a) An employee shall maintain seniority while absent due to sick leave for the purposes of job posting, layoff and recall, scheduling, and vacation as applicable. For the purposes of progression on the wage grid, an employee shall be credited with hours worked on the basis of her regularly scheduled hours of work missed during the first thirty (30) calendar day period.
    - b) It is expressly understood that the credit in a) above shall not

be given for the purposes of sick leave credit accumulation (Article 27) or any other benefit purpose, or for the completion of the probationary or trial periods (Article 12.01 and 15.03).

## **ARTICLE 14 – LOSS OF SENIORITY**

14.02 An employee shall lose all seniority and shall cease employment without further notice for any of the following reasons:

- a) resignation;
- b) retires or is retired;
- c) discharged for just cause and not reinstated;
- d) absent from work for a period of three (3) consecutive working days without notifying the Employer unless a reasonable explanation is provided to the Employer;
- e) fails to return to work within seven (7) calendar days following a recall from lay-off after being notified by registered mail to do so. It shall be the employee's responsibility to notify the Employer of their current address;
- f) has been laid-off for a period of eighteen (18) months;
- g) leaving the Employer's premises during regular working hours without the permission of the employee's immediate Supervisor (shift abandonment);
- h) failure to report for work as scheduled at the end of a leave of absence, vacation, or suspension unless a reasonable explanation is given by the employee to the Employer;
- i) engages in gainful employment without authorization while on an approved leave of absence;
- j) has been on W.C.B. or on a sick leave for over twenty-four (24) months. This article will not be exercised in a manner that is contrary to any relevant legislation.

## **ARTICLE 15 - JOB POSTING**

15.01 In the event new jobs are created or vacancies occur in the existing job classifications (unless notified by the Employer that a vacancy is not going to be filled or postponing the posting) the Employer shall post such new jobs or vacancies, including temporary vacancies, for a period of seven (7) calendar days, and shall stipulate the

qualifications, classifications, rate, before new employees are hired in order to allow employees with seniority to apply. All postings will be sent to the Union Business Representative via email at the same time the posting is posted.

Employees shall have the right to bid during such seven (7) day period on any such vacancy or new job created within the bargaining unit. Such vacancy or new job created shall be filled from the applications received on the basis of qualifications, experience, skills and ability and seniority of the applicants. Where these are relatively equal, seniority shall be the determining factor to fill the vacancy.

Any extra hours available due to added care will be scheduled based on seniority and availability with part-time staff first, up to 75 hours bi-weekly, followed by casual staff up to 75 hours bi-weekly, then full-time employees (as per the call-in procedure).

15.02 If no applications are received by 10:00 a.m. on the seventh (7th) calendar day following the posting date, the Employer may start proceeding to secure permanent applications for the vacancy from outside labour sources.

15.03 The successful applicant shall be placed on trial in the new position for a period of forty-five (45) days worked or three (3) calendar months, whichever comes first. Such trial promotion or transfer shall become permanent after the trial period unless:

- (i) the employee feels that she is not suitable for the position and wishes to return to her former position; or
- (ii) the Employer feels that the employee is not suitable for the position and requires that she return to her former position.

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

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

Should the original successful applicant return to her former position, the next most senior applicant to the original posting will be awarded the position and his/her position will be posted.

- 15.04 The initial and first subsequent vacancy shall be posted in accordance with Article 15.01. All other vacancies will be filled at the discretion of the Employer.
- 15.05 If requested by the employee, the Employer will discuss with any unsuccessful applicant the manner in which the employee may improve his position and his work in order to be considered for any future vacancy.
- 15.06 In the event an employee changes job classification, the hourly rate of pay will commence at the next highest rate in the new classification.  
In the event an employee changes job classifications to a lower paying job class the employee will be placed on the lower paying grid giving credit for all previous seniority.
- 15.07 Until the vacancy is filled resulting from the job posting provisions, the Employer may temporarily assign an employee to the vacant position for a maximum of forty five (45) days.
- 15.08 The Employer will not unnecessarily split full-time jobs to create multiple part-time positions without prior consultation with the Union.
- 15.09 Employees will be given an updated letter of employment when they are awarded a new position and/or upon request.

**ARTICLE 16 – LAYOFFS AND RECALLS**

- 16.01 In the event of layoff, the Employer will provide the affected employee(s) with notice in accordance with the *Alberta Employment Standards Code*. The Employer shall layoff in the reverse order of seniority provided that there remain on the job employees who have the skills and ability and immediate qualifications to perform the work.

An employee who is subject to layoff shall have the right to either:

- (i) Accept the layoff; or
- (ii) Displace an employee with lesser bargaining unit seniority, provided the employee originally subject to layoff is immediately qualified for and can perform the duties of the job without training, other than orientation.

The decision of the employee to choose (i) or (ii) above shall be given in writing to the Executive Director within one calendar week following the notification of layoff. Employees failing to do so will be deemed to have accepted the layoff.

- 16.02 Whereas the Collective Agreement between the parties lacks clarity in regard to how displacement options are exercised by employees of different status and is unclear as to how part-time and full-time seniority interacts for displacement purposes, based on the principle that employees cannot “bump upwards” the parties agree as follows:
- (i) It is agreed by the parties that when exercising displacement rights, full-time and part-time employees must first exhaust options to displace in their current status, either full-time or part-time in any of the same or identical paying or lower paying classification, subject to the employee having the ability to meet the normal requirements of the job.
  - (ii) If no displacement options exist under #1 above, then full-time employees may displace a part-time employee with less seniority subject to the employee having the ability to meet the normal requirements of the job.
  - (iii) Bumping up will not be allowed. In other words, a part-time employee with more seniority may not bump into a full-time position unless it is vacant.
- 16.03 Employees shall be recalled in order of seniority. Notice of recall shall be sent by registered mail to the employees last known address. The employee must respond in writing to the notice within seven (7) calendar days of receipt of such notice, of her intention to either accept or decline the offer to recall. In the event that she does not respond to the notice or she refuses to accept the position, she shall lose all seniority and shall be considered to have resigned her employment.
- 16.04 No new employees shall be hired until all those laid off and those who have the same qualified skill and ability have been given an opportunity to return to work and have failed to do so, in accordance with this Article, or have been found unable to perform the work available.
- 16.05 Each employee shall keep the Employer informed of any changes in their employment-related information. The Employer shall be entitled to rely on the most recent address and telephone number furnished by the employee for all purposes.
- 16.05 Where a significant reduction of hours results in the elimination of any employees in the bargaining unit, it will be considered a lay off.

# ARTICLE 17 – HOURS OF WORK, OVERTIME

## 17.01 Hours of Work

- a) The following is intended to define the normal hours of work for employees but shall not be interpreted as a guarantee of hours per day or per week, or days of work per week.
- b) It is agreed and understood that the facility is a twenty-four hour per day seven day per week continuous operation and that services must be maintained.
- c) The normal hours of work for a full-time employee shall be eight (8) hours per day, exclusively of one half (1/2) hour unpaid meal break or eighty (80) hours bi-weekly. Shifts of shorter duration may be scheduled, depending on the needs of the operation.
- d) However, in scheduling the normal hours of work, the Employer agrees that the hours will be scheduled as follows:
  - (i) First to full-time employees, by seniority, by department to a maximum of eight (8) hours per day and eighty (80) hours bi-weekly, provided they have the ability, qualification and skills to perform the work required, then;
  - (ii) To part-time employees, by seniority, by department, to a maximum of eight (8) hours per day and eighty (80) hours bi-weekly provided they have the ability, qualifications and skills to perform the work required.
  - (iii) The Employer and Union agree to continue with implementation of the new call-in procedure (see attached Letter of Understanding).
- e) It is expected that staff regularly and routinely attend all scheduled shifts. Consistent absences, especially on weekends, cause undue hardship on peers and the residents. Absences of this nature may lead to progressive discipline up to and including termination.

## 17.02 Rest Periods

Rest period shall consist of a thirty (30) minute unpaid break and a fifteen (15) minute paid break for any shift over five (5) hours

For shifts over seven (7) hours in length an additional fifteen (15) minute paid break will be permitted.

The employer will endeavor to ensure that all responsibilities of the employee who is on break will be covered by another employee.

- 17.03 All Employees shall be scheduled so that no employee shall work more than six (6) consecutive days, unless otherwise agreed to by the employee and as long as employees are provided with days of rest in accordance with the *Alberta Employment Standards Code*.
- 17.04 All 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 as long as employees are provided days of rest in accordance with the *Alberta Employment Standards Code*.
- 17.05 Overtime shall be paid for all hours worked over eight (8) consecutive hours (7.5 hours paid) in a day or eighty (80) hours (75 hours paid) bi-weekly whichever is greater at the rate of time and one-half (1 ½) the employee's regular rate of pay.
- 17.06 All overtime must be authorized prior to working the hours, by the Executive Director or designate.
- 17.07 In the event employees, of their own accord, for their own personal convenience, wish to exchange shifts with appropriately qualified other employees presently in the employ of the Employer, they shall first submit such request in writing one week in advance of the proposed change, to their Supervisor, or her authorized designate, for her written approval. The Employer shall not be responsible or liable for overtime claims and non-compliance with the above provisions that might arise or accrue as a result of the exchange of shifts.
- 17.08 Employee requests for change in the posted schedule may be made in writing provided they are co-signed by the employee willing to exchange days off and approved by their Supervisor. However, such requests shall not result in overtime compensation payment to any employee affected. Failure to report without just cause may result in disciplinary action.
- 17.09 Schedules of two (2) week duration will be posted two (2) weeks in advance. Where possible once the schedule is posted it shall not be changed. In the event the Employer finds it necessary to change the schedule, the affected employee shall be provided with three (3) days verbal notice of the change, except in the case of private pay staff and in circumstances beyond the control of the Employer.
- a) Overtime shall be based on the employee's regular rate of pay, exclusive of premiums. There shall be no pyramiding of any premium pay or benefits, vacation pay, etc.



- b) In determining whether an employee is entitled to overtime, only hours actually worked by the employee shall be included as “hours worked”. Hours not worked by the employee but paid to the employee (for example, and without limiting the generality of the foregoing, paid bereavement leave, paid sick leave, holiday pay for holidays not worked, any paid jury leave, etc.) do not count as hours “worked” and shall not be included in determining whether an employee is entitled to overtime.
- 17.10 A shift commencing at or about midnight shall be considered the first shift of each working day. The shift shall be deemed entirely within the calendar day in which the majority of hours falls regardless of what calendar day any part of that shift was actually worked.
- 17.11 On the proclaimed day when Daylight Saving Time resumes, the one (1) hour reduction in the shift worked shall be affected with the appropriate deduction in regular earnings. On the proclaimed date of conversion to Mountain Standard Time, regular hours of work shall be extended to include the additional hour with the payment due at the regular rate of pay.

## **ARTICLE 18 – REPORTING PAY**

- 18.01 Should an employee report for work at the regularly scheduled time for his shift and no work is available, such employee will be entitled to three (3) hours pay at the employee’s regular rate of pay or her scheduled hours whichever is less, provided that:
- a) the employee has not been previously notified by the Employer to the contrary;
  - b) if requested by the Employer, the employee shall perform a minimum of three (3) hours of such available work as the Employer may assign.
- 18.02 Article 18.01 shall be waived and not binding upon the Employer in cases of any labour disputes or emergency such as fire and power shortage which disrupt the operation of the Employer, nor shall it apply to employees returning to work without notice after absences.
- 18.03 Unless otherwise contained in this Agreement, the days of work for an employee, the starting and quitting times each day and the time and duration of lunch periods and time of rest periods will be determined exclusively by the Employer in accordance with its requirements.
- 18.04 It is the sole responsibility of each employee to check the time

schedule for his/her scheduled hours. Failure to report to a scheduled shift, without just cause, may result in disciplinary action.

## **ARTICLE 19 – CALL-IN PAY/CALL-BACK PAY**

### **19.01**

- a) An employee who is called in to work shall receive a minimum of three (3) hours pay at their regular rate of pay.
- b) An employee who has left the premises and is called back shall receive a minimum of three (3) hours pay at time and one-half their regular rate of pay.
- c) This clause shall not apply where the call back hours occur immediately prior to her scheduled shift.

19.02 There shall be a minimum of eight (8) hours off between scheduled shifts of work except as may be mutually arranged between the Employer and the employee.

## **ARTICLE 20 – VACATIONS**

20.01 Employees shall not be permitted to accumulate vacation from one year to another. Should an employee fail to schedule their own vacation time, it will be scheduled for them by the Employer prior to the expiry of the vacation year unless otherwise mutually agreed in writing by the employee and Employer.

20.02 All vacation shall be taken at a mutually agreeable time. The employer shall post the vacation schedule planner by October 1 of each year. Where the Employee submits her vacation preference by December 1 of that year, approval shall be granted in order of seniority by January 1 of the next year. Seniority within each classification and the operational needs of the Employer shall be the determining factor when there is a dispute regarding preference for the time that vacation is to be taken. A vacation period may be divided by mutual agreement between the employee and the Employer. For the purposes of scheduling only, the vacation year will be January 1 – December 31.

20.03 When an Employee submits a request in writing after December 1 for vacation, the Employer shall indicate approval or disapproval in writing of the vacation request within fourteen (14) days of request.

20.04 After December 1, vacation approval will be given on a first come first serve basis.

Employer shall indicate approval or denial in writing of the vacation request within fourteen (14) days of request.

20.05 Employees shall be entitled to receive vacation in an unbroken period of up to two (2) weeks unless otherwise mutually agreed upon by the employee concerned and the Employer.

- a) An employee who leaves the Employer for whatever reason shall be paid her vacation allowance as provided herein.
- b) On the death of an employee, the vacation allowance will be paid to the employee's estate forthwith.

20.06 Employees shall earn their vacation entitlement and vacation pay based on length of service for full-time employees and hours paid for part-time and casual employees.

In accordance with the following principles, vacation entitlement shall be calculated annually, based on the calendar year (January – December). Vacation pay will be earned based on the individual's date of hire.

- (i) Vacation may be taken anytime during the calendar year (January to December) unless otherwise specified in this collective agreement;
- (ii) Increases in vacation entitlement (time) will occur at the beginning of the vacation year (January to December) following their anniversary date;
- (iii) Increases in vacation pay accrual will begin when a full-time employee reaches their anniversary date (based on date of hire) identified in 20.08;

CLARITY NOTE: Vacation pay accrual increases when the employee has met the minimum years of service for full-time employees and specified hours paid for part-time and casual employees. It is possible, depending on the employee's anniversary date, that a full-time employee may meet the minimum years of service in one year and begin accruing at the increased rate, but may not have accrued sufficient vacation pay prior to the vacation entitlement year (January to December) to take their full entitlement in paid vacation time.

In the transition year, employees who do not have sufficient vacation pay accrued in their vacation bank to take their full vacation entitlement with pay, will not be required to take more vacation time than they have vacation pay accrued, however, the employees

may take their full vacation entitlement if they so choose.

20.07 Vacation for all employees shall be as follows:

Less than 1 year of service	1 day per month to a maximum of 10 days @ 4%
After 1 year service	2 weeks' vacation @ 4% of gross earnings
After 3 years' service	3 weeks' vacation @ 6% of gross earnings
After 5 years' service	4 weeks' vacation @ 8% of gross earnings
After 10 years' service	5 weeks' vacation @ 10% of gross earnings

Vacation pay will be based on gross earnings from the previous year. "Gross Earnings" include wages, overtime, all premiums, paid sick days, holidays, floats, and vacation.

20.08 Changes in vacation pay and entitlement shall become effective on the first full pay period following the effective date of the change.

20.09 Vacation pay is only paid when vacation time is taken by the employee. Nonetheless, casual employees may request payout of earned vacation pay two times in a calendar year.

## **ARTICLE 21 – PAID GENERAL HOLIDAYS**

21.01 The following days shall be recognized as paid holidays:

(a) New Years Day	Labour Day
Family Day	Thanksgiving Day
Good Friday	Remembrance Day
Victoria Day	Christmas Day
Canada Day	Boxing Day

(b) Float Holidays

The Employer agrees to provide one (1) paid float holiday to be taken by mutual consent of the employee and Employer. Such requests will not be unreasonably denied by the Employer.

(c) It is agreed that the float holidays must be taken during the regular calendar year, and employees shall not receive pay in lieu of taking such float holiday. Float holidays may be taken together or in conjunction with lieu days or vacation where possible.

(d) The intent is that there shall be no more than eleven (11) paid holidays during the term of this agreement. If another Federal, Provincial or Municipal holiday should be proclaimed during the term of the collective agreement, such additional holiday would replace one of the designated holidays in the collective Agreement.

- 21.02 To qualify for a named holiday with pay the employee must:
- a) Work her scheduled shift immediately prior to and immediately following the holiday, except where the employee is absent due to verified illness or other reasons acceptable to the Employer;
  - b) If scheduled or agrees to work to work the holiday unless excused due to verified illness or bona fide reason; and
  - c) Been employed for a minimum of thirty (30) days prior to the named holiday.
- 21.03 Entitled employees shall be entitled to a day off with pay on a named holiday. An entitled employee required by the Employer to work on a named holiday shall be paid for all hours worked on a named holiday at one and one-half (1.5) the basic rate of pay plus:
- a) Payment for such day at the basic rate of pay; or
  - b) An alternate day off with pay at a mutually agreed time within sixty (60) days of the named holiday.
- 21.04 When a holiday falls on a day that would otherwise be a regular employee's regularly scheduled day off, the employee shall receive an alternate day off or payment for such day with pay as outlined in 21.03.
- 21.05 When a named holiday falls during an entitled employee's and regular part-time employee's vacation, such holiday may, by mutual agreement, be added to the vacation period, or the alternate day off shall be dealt with as per Article 21.03(b) above.
- 21.06 An employee shall not be entitled to payment for a named holiday or a day off in lieu thereof when the employee is:
- a) on layoff;
  - b) in receipt of Workers Compensation benefits;
  - c) on an unpaid leave of absence;
  - d) on other leaves of absence in excess of fifteen (15) days;
  - e) receiving paid sick leave.
- 21.07 Calculation of Holiday Pay
- For entitled employees, holiday pay is calculated by using the employees average daily wage. Average daily wage is calculated as 5% of the employee's wages, general holiday pay and vacation pay earned in the 4 weeks immediately preceding the general holiday.
- 21.08 All attempts will be made to ensure that if an employee worked Christmas Day they will have New Year's Day off. The Employer

will make every attempt to accommodate all requests in a fair and equitable manner.

The Employer will make every attempt to alternate Christmas Day and New Year's Day from year to year.

## **ARTICLE 22 – WAGES, CLASSIFICATION**

- 22.01 Wages for employees will be paid in accordance with Schedule "A" attached to and forming part of this agreement.
- 22.02 Hours paid and worked for, and hours not worked and paid for by the Employer and hours not worked and paid for by WCB shall be considered hours worked for computing eligibility to progress to the next higher rate within their classification on the wage grid. In the case of Maternity/Parenting Leave progression on the grid will occur as per the *Alberta Employment Standards Code*.
- 22.03 The Employer shall pay wages every two (2) weeks by direct deposit. If a payday is a statutory holiday, the paychecks will be available and dated for the first regular working day prior to the holiday. Each employee shall be provided with an itemized statement of her wages and deductions.
- a) In the event of an error on an employee's pay, the correction will be made in the pay period following the date on which the overpayment comes to the Employer's attention.
  - b) If the error results in an employee being underpaid by one (1) days pay or more, the Employer will provide payment for the shortfall within three business days from the date it is notified of the error. Any underpayment less than one day's pay will be made in the pay period following the date on which it was brought to the Employer's attention.
- 22.04 In no event shall there be any pyramiding of benefits, premiums or other payments under this Agreement.
- 22.05 When an employee is assigned temporarily to perform the duties and assume the responsibilities of a higher paying position in the bargaining unit she shall be paid the rate in the higher salary range immediately above her current rate from the commencement of the shift on which she was assigned the job.

## **ARTICLE 23 – HEALTH AND WELFARE**

- 23.01 The Employer shall provide to each post probationary full-time

employee the following premium based plans. Employees' payment portion shall be through payroll deduction.

23.02 **Dental**

The Employer agrees to provide a basic dental plan. The Employer shall pay fifty (50) percent of the premium. Effective January 1, 2011 the Employer shall provide a major restorative program. The Employer shall pay fifty (50) percent of the premium.

23.03 **EHC**

The Employer agrees to provide to all post-probationary full-time employees the following coverage. The Employer agrees to pay 75% of the premiums for the following plans. There is a maximum of twenty-five thousand dollars (\$25,000.00) in a lifetime in combination with hospital and drugs.

- |                           |   |
|---------------------------|---|
| (a) Extended Health (EHC) | No annual deductible<br>Available only by prescription.<br>No survivor benefits.<br>Vision care coverage of three hundred (\$300) dollars in two consecutive years.<br>Paid eighty (80%) percent on the first twenty-five hundred dollars (\$2,500.00) per calendar year. |
| (b) Life Insurance        | \$15,000.00<br>100% Employer paid premium   |

No benefit will be reduced as a result of changes made by the employer to the benefit provider, or due to benefit changes.

23.04 **LTD**

Effective January 1, 2012 the Employer shall provide a LTD plan for employees regularly scheduled greater than forty-eight (48) hours bi-weekly. The plan is mandatory for employees enrolled in the benefit plan. The plan shall be one hundred percent (100%) employee paid.

23.05 Post-probationary part-time employees may also participate in the benefit plans with the following premium payments:

Extended Health Benefit Eligibility: Part-time employees who are regularly scheduled more than forty-eight (48) hours (45 hours paid) bi-weekly will be eligible for benefits.

Life Insurance – 100% Employer paid  
EHC – 50% Employer paid  
Dental – 50% Employer paid  
LTD- 0% Employer paid

## **ARTICLE 24 – MANDATORY TRAINING SESSIONS, IN-SERVICES, STAFF MEETINGS**

- 24.01 Where the Employer mandates an employee to attend a mandatory training session, in-service session, or staff meeting outside of the employee's hours of work, the Employer will pay the employee for each hour spent by the employee in mandatory attendance at the session at the employee's straight time hourly rate of pay.
- 24.02 The employer supports and encourages upgrading of skills and knowledge through formal and informal education.
- 24.03 **CLPNA**  
Effective January 1, 2016  
Provided CLPNA is not paid by another employer, an LPN who is a regular employee and has accumulated a minimum of 800 hours in the last calendar year and has active registration the College of Licensed Practical Nurses of Alberta (CLPNA) at the beginning of the next calendar year, shall receive one hundred (\$100) reimbursement upon submission of a certified true copy of the receipt issued by the CLPNA.
- 24.04 **First Aid/CPR**  
Effective January 1, 2016  
The Employer will provide CPR and First Aide training once per quarter rotating between sites. This will allow employees to attend training on their own time but not incur the cost of the training.

## **ARTICLE 25 – HEALTH AND SAFETY**

- 25.01 The Health and Safety Committee will function in accordance to the *Alberta Occupational Health and Safety Act*.
- 25.02 The parties agree that they mutually desire to maintain standards of safety and health in the workplace in order to prevent injury and illness.
- 25.03 The Union and the Employer shall cooperate in continuing and perfecting regulations that will afford adequate protection to employees engaged in hazardous work.



- 25.04 The Health and Safety Committee shall be established and comprise of equal representation of management and employees to a maximum of four (4). The Committee shall meet at least once every three (3) months, or more often as deemed necessary by the parties or as required by legislation.
- 25.05 Two (2) co-chairpersons shall be elected by and from the members of the committee. One co-chair shall be an employee union member, and the other shall be an Employer management member.
- 25.06 The Health and Safety Committee shall hold meetings as requested by the Union or management and all unsafe hazardous or dangerous conditions shall be taken up and dealt with at such meetings.
- Minutes of all Health and Safety Committee meetings shall be kept and the Employer shall post copies of such minutes with a copy to the chief steward.
- 25.07 An employee, who is injured during working hours and is required to leave for medical treatment of such injury, shall receive payment for the remainder of the shift at her regular rate of pay without deduction from sick leave. If a doctor states that the employee is fit for further work on that shift then the employee shall complete the shift.
- 25.08 The Committee shall be notified immediately of a “critical injury or illness”. The Committee shall investigate and report as soon as possible on the nature and cause of the injury.

## **ARTICLE 26 – GENERAL**

- 26.01 The Union and the Employer want every employee to be familiar with the provisions of this Agreement and her rights and duties under it. For this reason, the Employer and the Union shall each bear fifty percent (50%) of the cost of printing this Agreement.
- 26.02 A locked bulletin board shall be available to the Union for the posting of Union notices. All notices or postings require the Employer’s approval before being placed on the board. The Employer shall provide a locking file cabinet for exclusive use of the Union.
- 26.03 Employees will retire in accordance with the relevant legislation regarding retirement.
- 26.04 Labour-Management

Where there are matters of mutual interest that would be beneficial if discussed at a Labour-Management Committee meeting during

the term of this agreement, the following shall apply:

- a) a maximum of two representatives from each party shall meet at a time and a place mutually satisfactory.
- b) The Committee shall meet every three (3) months unless otherwise agreed. The duties of the chairperson and secretary shall alternate between the parties. Where possible, agenda items will be exchanged in writing five (5) calendar days prior to the meeting. A record shall be maintained of matters referred to the Committee and the recommended disposition, if any, unless mutually agreed to the contrary. Copies of the record will be provided to Committee members.

Employees who attend these meetings shall not suffer loss of regular pay to attend.

26.05 New Classification

When a new classification (which is covered by the terms of this Collective Agreement) is established by the Employer, the Employer shall determine the rate of pay for such new classification and notify the Union of the same.

- 26.06 The Employer recognizes that it is desirable for each employee to be provided access to a locker for storage of clothing and personal belongings for the duration of their shift. Employees will be expected to provide their own locks and remove their lock at the end of each shift.

**ARTICLE 27 – SICK/PERSONAL LEAVE**

27.01

- a) Eligibility for Sick/Personal leave as per clause 11.01
- b) Employees shall be paid their regular wages for scheduled hours absent due to illness, until their personal leave bank is exhausted.
- c) An employee absent by reason of sickness or accident may elect not to take personal leave with pay.
- d) Absence for sickness or accident compensable by W.C.B. plan will not be charged against personal leave credit.

An employee absenting themselves on account of personal illness must notify the facility as soon as possible before the start of their shift. Leaving a voice mail message is not considered to be notification of the Employer. It is understood

that the Employer will consider extenuating circumstances if it was impossible to call as stated above.

e) Sick while on Vacation

Should an employee who is entitled to sick/person leave, be admitted to a hospital during the course of her vacation, for one (1) day or more, she shall be considered as being on Sick Leave for the period of hospitalization. Vacation time not taken as a result of such a stay in hospital shall be re-scheduled to a mutually agreeable time.

## **ARTICLE 28 – DRESS CODE**

28.01 All employees are required to have a clean conservative and professional appearance. Good hygiene and neatness of appearance is mandatory. Employees are expected to adhere to the uniform requirements of Nutra 2000.

## **ARTICLE 29 – RRSP**

29.01 Effective January 1, 2014 the Employer shall introduce a voluntary employee contribution program with contributions to a maximum of 2%. Effective January 1, 2017 the maximum contribution will be 3%.

29.02 A minimum of 20 employees from each building must enroll for the plan to be initiated for the respective building. Employee contributions will be made through payroll deduction.

29.03 After an employee has contributed to the RRSP plan for a period of 12 months the Employer shall begin matching the employee contribution by the percentage the employee had contributed the previous year.

29.04 Following ratification of this collective agreement, the RSP will include contributions on all wages excluding overtime, bonuses and commissions.

## **ARTICLE 30 - DURATION**

30.01 This Collective Agreement, including appendices hereto unless altered by mutual consent of both Parties hereto, shall be in force and effect from December 1, 2017 to and including November 30, 2020 and from year to year thereafter unless amended or terminated.

30.02 Notification of desire to amend or terminate may be given in writing by either Party to the other Party during the period between sixty

(60) and one hundred and twenty (120) days prior to its expiration.

30.03 Where notice is served by either Party to commence collective bargaining, this Collective Agreement shall continue in full force and effect until a new Collective Agreement has been executed. If a new collective agreement is not reached by the expiry date of this Collective Agreement, the employer agrees to pay any increases retro actively from the date the contract expires, within in two (2) pay periods following ratification of the new collective bargaining agreement

30.04 In the event that any law passed by the Government of Alberta, or Canada renders null and void any provisions of this Agreement, the remaining provisions shall remain in effect for the term of the Agreement.

Signed this 30th day of January, 2018

**FOR THE EMPLOYER**



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**FOR THE UNION**



NUTRA 2000  
(Alberta, Inc.)

and

CANADIAN NATIONAL FEDERATION OF INDEPENDENT UNIONS  
(CNFIU)

**Letter of Understanding Re: Call-In Procedure**

**Posted Schedule Procedure**

The Employer agrees that it will attempt to fill every vacant shift, by seniority based on availability.

The Employer agrees to maintain a call-in list and availability list.

It is the Employees' responsibility to provide an availability sheet. **Failure to provide an availability sheet will result in the employee not being called in or scheduled for any additional available shifts.**

**Before the schedule has been posted:**

**In accordance with article 17.09 of the collective agreement, a 2-week schedule will be posted two weeks in advance (i.e. there will always be 4 weeks posted at any given time).**

**All shifts must be assigned before the schedule is posted. (i.e. no "holes" or blanks on the schedule).**

Part-time employees are to be scheduled based on availability and seniority up to seventy-five (75) hours bi-weekly at the time when the schedule is being prepared.

Only if all part-time employees have been scheduled seventy-five (75) hours bi-weekly (based on availability), casual employees may be scheduled for any remaining available shifts based on seniority and subject to their availability before the schedule is posted. Casual employees that are assigned vacant shifts in this manner, will be contacted by the employer and advised of the shift assignment.

**After the schedule has been posted:**

1. Start with the most senior part-time employee and schedule him/her all available shifts (based on availability), until they reach 75 hours bi-weekly or until there are no other shifts available that they are able to work;
2. Proceed through the part-time list doing this for each employee until all part-time employees have 75 hours bi-weekly or there are no part-time employees that are available for any remaining shifts;

3. Proceed to the casual employee list and schedule any remaining shifts in order of seniority (based on availability) to all casual employees.

### **Call-In Procedure**

Call-ins for shifts that become available **after** the schedule has been posted, will be done as follows:

#### **Straight Time**

Start with the most senior part-time employee (who has provided an availability sheet and who does not already have 75 hours bi-weekly) and offer him/her the available shift. The Employer will call the primary and secondary phone number on the availability sheet. The Employer will leave a message (whenever possible) and then continue to make calls (i.e. no requirement to wait for a response). If an employee calls back before the shift is filled, they can accept the shift. Continue through the part-time employee list offering the shift to all part-time employees who are not scheduled for 75 hours bi-weekly and have provided an availability sheet. If no one is able to take the shift, proceed to the casual list and offer the shift to casual employees in the same manner in order of seniority.

#### **Overtime**

If overtime is required, start with the most senior full-time employee who has provided an availability sheet and offer them the available shift. If no full-time employee takes the shift, continue to the part-time employee list, starting with the most senior part-time employee who has provided an availability sheet, and offer it to part-time employees even if they are already scheduled for 75 hours bi-weekly.

#### **Cancellation**

Either party may terminate this call-in procedure by giving the other party ninety (90) days notice, in writing. The parties agree that they will meet and negotiate an alternate call-in procedure during that ninety (90) day period. Should the parties be unable to negotiate an alternate call-in procedure, the current call-in procedure shall remain in effect until such time as an alternate call-in procedure is negotiated. The parties both agree to use their best efforts to negotiate an alternate call-in procedure within the ninety (90) day period.

Signed this 30th day of January, 2018

**FOR THE EMPLOYER**



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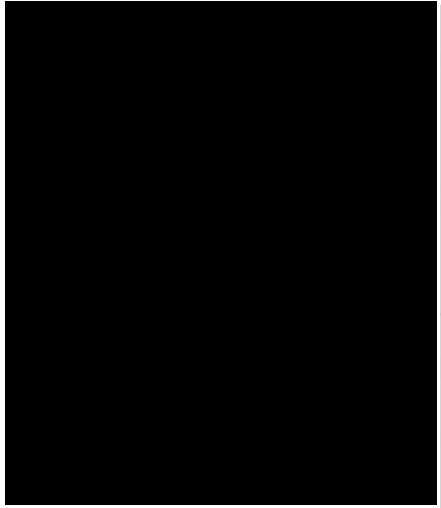
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**FOR THE UNION**



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NUTRA 2000  
(Alberta, Inc.)

and

CANADIAN NATIONAL FEDERATION OF INDEPENDENT UNIONS  
(CNFIU)

**Letter of Understanding Re: Cross Facility Work**

**Posted Schedule Procedure**

The intent of this letter of agreement is to make work available between facilities to allow part-time or casual employees to work up to 75 hours bi-weekly which does not result in overtime.

Part-time employees who hold a position in two or more facilities, will be eligible to participate in the benefit program provided they are scheduled to work a combined 45 hours or more bi-weekly.

Part-time or casual employees who work in multiple facilities have an obligation to advise a facility requesting a call-in, if accepting a call-in will place them in an overtime position. Failing to advise the employer that accepting a call in will put them in an overtime position, or if the employer does not authorize the overtime, overtime will not be paid.

All job postings will be posted in each of the facilities that fall under this collective agreement. Employees will be selected for job opportunities first from within the home facility posting the job, and then by seniority from other facilities.

All hours worked in multiple facilities will be paid through the home facility.

The parties agree to a trial period of ninety (90) days.

Employees will be responsible to inform the Executive Director/DOC of their availability for the three month duration.



Signed this 30th day of January, 2018

**FOR THE EMPLOYER**



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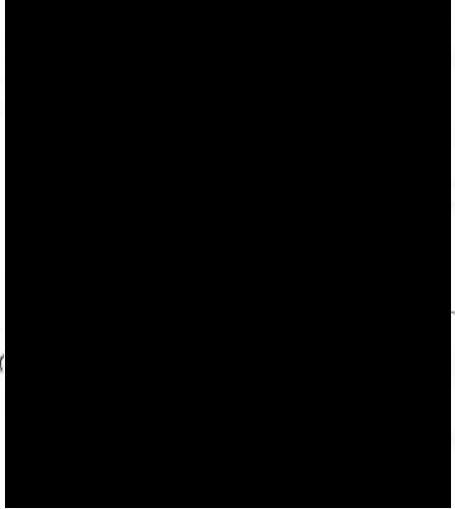
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**FOR THE UNION**



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## Schedule "A"

### Wage Grid: Health Care Aide

EFFECTIVE DATE	START	1950 hrs	3900 hr	5850 hrs	7800 hrs	9750 hrs	11700 hrs	13650 hrs
Dec 1, 2017	18.45	20.71	21.38	22.02	22.72	23.24	23.93	24.67
Dec 1, 2018	18.77	21.07	21.75	22.40	23.12	23.65	24.35	25.10
Dec 1, 2019	19.10	21.44	22.13	22.79	23.52	24.60	24.78	25.54

### HCA

#### Shift Differential

Evening \$1.90      Night \$2.10

### HCA

Weekend Premium – Saturday and Sunday only \$2.25

### WAGE GRID: Licensed Practical Nurse

EFFECTIVE DATE	START	1950 hrs	3900 hr	5850 hrs	7800 hrs	9750 hrs	11700 hrs	13650 hrs
Dec. 1, 2017	24.50	27.24	28.35	29.47	30.59	31.64	32.91	34.22
Dec. 1, 2018	24.93	27.72	28.85	29.99	31.12	32.20	33.48	34.82
Dec. 1, 2019	25.37	28.21	29.35	30.51	31.67	32.76	34.07	35.43

### LPN

#### Shift Differential

Evening \$3.00      Night \$3.25

### LPN

Weekend Premium – Saturday and Sunday only \$3.25

### WAGE GRID: Recreation Aides

EFFECTIVE DATE	START	POST PROBATION	1950 hrs	3900 hr	5850 hrs
Dec 1 2017	14.65	15.22	16.86	17.50	18.12
October 1, 2018	15.00	15.49			
December 1, 2018	15.00	15.49	17.16	17.81	18.44
Dec 1 2019	15.26	15.76	17.46	18.12	18.76
Dec 1 2016	14.40	14.96	16.57	17.20	17.81

Recreation Aides who have a Class 4 license will receive \$15.00 per hour or their regular rate of pay, whichever is greater, for hours worked when required to drive the bus.

### WAGE GRID: Bus Driver

EFFECTIVE DATE	START	POST PROBATION	1950 hrs	3900 hr	5850 hrs
Dec 1 2017	17.20	17.76	19.52	20.25	20.66
Dec 1 2018	17.50	18.07	19.86	20.60	21.02
Dec 1 2019	17.80	18.39	20.21	20.96	21.38

### WAGE GRID: Cook (Non- certified)

EFFECTIVE DATE	START	POST PROBATION	1950 hrs	3900 hr	5850 hrs
Dec 1 2017	16.42	16.96	18.68	19.17	19.77
Dec 1 2018	16.71	17.26	19.01	19.51	20.12
Dec 1 2019	17.00	17.56	19.34	19.85	20.47

### WAGE GRID:

#### Dietary Aide/Server/Dishwasher/Housekeeper/Cooks Helper

EFFECTIVE DATE	START	POST PROBATION	1950 hrs	3900 hr	5850 hrs
Dec 1 2017	14.36	14.61	15.88	16.18	16.49
October 1, 2018	15.00	15.40			
Dec 1 2018	15.00	15.40	16.16	16.46	16.78
Dec 1 2019	15.26	15.67	16.44	16.75	17.08

\*Lead hands receive an additional \$.50 per hour

### WAGE GRID: Cook (Papered)

EFFECTIVE DATE	START	POST PROBATION	1950 hrs	3900 hr	5850 hrs
Dec 1 2017	19.10	19.66	21.56	22.17	22.76
Dec 1 2018	19.43	20.00	21.94	22.56	23.16
Dec 1 2019	19.77	20.35	22.32	22.95	23.57

For all classifications but LPN and HCA

#### Non-Nursing

**Weekend Premium** – Saturday and Sunday only \$0.60