

# **COLLECTIVE AGREEMENT**

**BETWEEN**

**EXCEL RESOURCES SOCIETY  
Balwin Villa and Grand Manor**

**AND**

**UNITED FOOD AND COMMERCIAL WORKERS  
CANADA UNION, LOCAL NO. 401**

**Renewal: March 31<sup>st</sup>, 2017**

14784 (01)

## TABLE OF CONTENTS

Description	Article	Page #
Annual Vacations	12	22
Deductions of Union Dues	5	10
Discipline and Discharge	17	31
Duration and Renewal	23	37
General	20	34
Grievance Procedure	6	10
Health and Safety	18	32
Health, Welfare, Benefits and Sick Leave	13	23
Hours of Work	9	17
Job Postings	22	35
Leaves of Absence	14	24
LOU #1 – Seniority List	LOU #1	40
LOU #2 – Union Membership	LOU #2	40
LOU #3 – Pay Grade Increases	LOU #3	40
LOU #4 – Workload and Scheduling Review	LOU #4	41
LOU #5 - Mandatory Courses as per Article 8.2	LOU #5	43
Management Rights	3	7
No Strike or Lockout	7	15
Non-Discrimination	15	29
Overtime	10	19
Probationary Period	21	34
Purpose of Agreement	1	4
Recognition and Jurisdiction	2	4
Appendix “A” – Wages	Schedule “A”	39
Seniority	16	29
Statutory Holidays	11	20
Union Management Committee	19	33
Union Security	4	7
Wages	8	15

## TABLE OF CONTENTS

<b>Article</b>	<b>Description</b>	<b>Page</b>
1	Purpose of Agreement	4
2	Recognition and Jurisdiction	4
3	Management Rights	7
4	Union Security	7
5	Deduction of Union Dues	10
6	Grievance Procedure	10
7	No Strike or Lockout	15
8	Wages	15
9	Hours of Work	17
10	Overtime	19
11	Statutory Holidays	20
12	Annual Vacations	22
13	Health, Welfare, Benefits and Sick Leave	23
14	Leaves of Absence	24
15	Non-Discrimination	29
16	Seniority	29
17	Discipline and Discharge	31
18	Health and Safety	32
19	Union Management Committee	33
20	General	34
21	Probationary Period	34
22	Job Postings	35
23	Duration and Renewal	37
“A”	Appendix “A”	39
LOU #1	Seniority List	40
LOU #2	Union Membership	40
LOU #3	Pay Grade Increases	40
LOU #4	Workload and Scheduling Review	41
LOU #5	Mandatory Courses as per Article 8.2	43

THIS AGREEMENT MADE this \_\_\_\_\_ day of \_\_\_\_\_, 2014.

BETWEEN: **Excel Resources Society**  
**(Balwin Villa and Grand Manor)**  
(hereinafter referred to as the “Employer”)

Party of the First Part

AND: **United Food and Commercial Workers Canada Union,**  
**Local No. 401**  
(hereinafter referred to as the “Union”)

Party of the Second Part

The Parties mutually agree as follows:

### Article 1 – Purpose of Agreement

The purpose of this Agreement entered into by collective bargaining is to maintain a sound and satisfactory relationship between the Employer and its employees, and to establish the necessary procedures and provisions to assist both the Employer and the Union to accomplish their objectives.

### Article 2 – Recognition and Jurisdiction

2.1 The Employer recognizes the Union as the sole and exclusive collective bargaining agent for employees of Excel Resources Society, namely, “All employees at Balwin Villa and Grand Manor when employed in auxiliary nursing care”.

2.2 No Employee shall be required or permitted to make any written or verbal agreement that may be in conflict with this Collective Agreement.

2.3 “Employee” means a person employed by the Employer who is in the bargaining unit covered by this Collective Agreement and who is employed in one of the following categories:

- (a) “Full-time Employee” is an employee who occupies a permanently established full-time position and is regularly scheduled to work the full specified hours in the Hours of Work Article of this Collective Agreement.
- (b) “Part-time Employee” is an employee who occupies a permanently established part-time position and is regularly scheduled to work less than an average of thirty (30) hours per week as determined by the Employer.
- (c) “Temporary Employee” is an employee who is hired on a temporary basis for a full-time or part-time position:
  - (i) For a specific job, the duration of which is more than three (3) months but less than twenty-four (24) months; or
  - (ii) To replace a full-time or part-time employee who is on approved leave, the duration of which is in excess of three (3) months.

A temporary full-time or temporary part-time employee shall be covered by the terms and conditions of this Collective Agreement applicable to full-time or part-time employees as the case may be.

A temporary employee shall not have the right to grieve the termination of their employment upon completion of the temporary position.

- (d) “Relief Employees” is an employee who:

- (i) Is regularly scheduled for a period of three (3) months or less for a specific job; or
- (ii) Relieves for absence, the duration of which is three (3) months or less; or
- (iii) Works on a call-in basis.

The provisions of this Collective Agreement shall not apply to relief employees except as specifically stated in the Collective Agreement.

The provisions of Articles 1, 2, 3, 4, 5, 6, 7, 8, 10, 11.1, 11.6, 11.7, 12.1, 12.2, 15, 17, 18, 20, 21, 22, 23, and Appendix "A" shall apply to relief employees.

The provisions of Articles 9.1, 9.8, 9.9, 9.11 and 9.12, shall apply to relief employees.

2.4 The provisions of this Collective Agreement shall not be interpreted or applied in such a manner as to permit the duplication or pyramiding of any benefits or premiums provided under the terms of this Collective Agreement.

2.5 The Collective Agreement does not apply to the following:

- (a) Students on paid work experience programs.
- (b) Persons employed under special or wage subsidy cost-shared programs funded in whole or in part by Municipal, Provincial and/or Federal Government.
- (c) Volunteers.
- (d) Paid Companions.

## Article 3 – Management Rights

3.1 The Employer will be the sole judge of the appropriate location of its place or places of business, the number of employees to be employed, and the work to be performed at all such locations. Except where otherwise expressly limited by a specific provision of this Agreement, the Employer shall have the sole and exclusive right to determine all matters pertaining to the management of the Employer and its affairs. Without limiting the generality of the foregoing, such Employer rights shall include the right to:

- (a) Maintain order, discipline efficiency and to make, alter, and enforce, from time to time, rules and regulations to be observed by an employee, which are not in conflict with any provision of this Collective Agreement;
- (b) Direct the working force and to create new classifications and work units and to determine the number of employees, if any, needed from time to time in any work unit or classification and to determine whether or not a position, work unit, or classification will be continued or declared redundant;
- (c) Hire, promote, transfer, layoff and recall employees;
- (d) Demote, discipline, suspend or discharge for just cause.

## Article 4 – Union Security

4.1 All employees of the Employer covered by this Agreement; shall as a condition of continued employment, become members in good standing of the Union. The Employer shall be free to hire new employees who are not members of the Union, provided said non-members, shall apply for and become members at the point of hiring. The Employer will supply a copy of an application

(provided by the Union) for Union membership to each new employee hired.

- 4.2 The Employer shall provide fifteen (15) minutes of paid time for each employee or group of employees in the first month of employment for the Union Stewards or Union Representative to provide a proper Union orientation.
- 4.3 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 representatives. 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.
- 4.4 The employees covered by this Collective Agreement have the right to have the assistance of a Union Steward and/or a representative of the Union who shall have access to the Employer premises in the processing of a grievance/s with the Employer, or for the purpose of updating the Union's on-site bulletin board once per month, or assisting in the settlement of any matter arising out of this Collective Agreement with prior permission of the Site Director, or designate, which shall not be unreasonably withheld.
- 4.5 Employees of the Employer who are Union Stewards shall not suffer loss of regular straight time wages for time spent in Union-Management meetings, grievance meetings, performing Union Steward functions as provided in this Collective Agreement.
- 4.6 (a) The Union shall have the right to appoint or otherwise select four (4) Union Stewards from each work site.
- (b) The Union shall notify the Employer, in writing, of the names of each Union Steward before the Employer shall be required to recognize them.



- (c) The Union acknowledges that the Union Stewards have regular duties to perform on behalf of the Employer and may not leave their regular duties without notifying their immediate Supervisor who is not within the scope of the bargaining unit. Each Union Steward shall, with the consent of their Supervisor, be permitted to leave their regular duties for a reasonable length of time, without loss of pay, to function as a Union Steward as provided in this Collective Agreement. Such consent from the Supervisor shall not be unreasonably withheld. When Union Stewards or Union Representatives are meeting with an employee(s) pertaining to Union business, it is expected that wherever possible such discussion shall take place during the employee's coffee or meal breaks. Where this is not possible, the employee must receive approval of their immediate Supervisor who is not within the scope of the bargaining unit prior to leaving their regular duties.
  
- (d) If, in the performance of their duties, a Union Steward is required to enter an area in which they are not ordinarily employed, they shall immediately upon entering such area, report their presence to the Supervisor who is not within the scope of this Agreement.

4.7 The Employer will provide appropriate space for a locking bulletin board, supplied by the Union, for use by the Union at each of the Employer's work sites which are accessible to employees. The bulletin board shall be used for the posting of Union information directed to its members. The Union shall not post material which is derogatory toward the Employer.

## Article 5 – Deduction of Union Dues

- 5.1 The Employer shall deduct from the wages of each employee such Union dues and assessments at such rates as the Union directs.
- 5.2 Money so deducted during any month shall be forwarded by the Employer to the Secretary-Treasurer of the Union not later than fifteen (15) days following the end of the Employer's four (4) or five (5) week accounting period accompanied by a written statement of the names of employees for whom the deductions were made and the amount of each deduction.
- 5.3 Upon mutual agreement the Employer may submit the dues electronically in a manner acceptable to both parties.
- 5.4 The Employer will note the individual Union dues deducted and enter the amount on T-4 slips issued for income tax purposes.
- 5.5 Any change in the monthly Union dues will be communicated to the Employer in writing and take effect one (1) full calendar month following the notification.

## Article 6 – Grievance Procedure

- 6.1 A difference between the parties as to the interpretations, application, operation or any contravention or alleged contravention of the terms and provisions of this Agreement shall be considered as a grievance.

The Union or the Employer may present a grievance.

It is the mutual desire of the parties that complaints of employees shall be addressed as quickly as possible and it is generally understood that employees should attempt to give their immediate Supervisor, who is not within the scope of this Collective

Agreement or his/her designate, an opportunity to address the complaint. The immediate Supervisor and or his/her designate shall render his/her decision within two (2) days.

If an employee has any complaint or question which he/she wishes to discuss with the Employer, the employee may either alone or with the assistance of his/her Union Steward, discuss the matter with the employee's immediate Supervisor who is not within the scope of this Collective Agreement or his/her designate. The employee may request the Union Steward to act on his/her behalf in the presence of the employee in order to achieve a resolution.

- 6.2 If such complaint or question is not settled to the satisfaction of the employee concerned it may be submitted as a grievance and the following steps of the grievance procedure shall be invoked.
- 6.3 Time limits and procedures contained in this grievance procedure are mandatory. Failure to initiate a grievance within the prescribed time limit and in accordance with the prescribed procedure shall result in abandonment of the grievance. Failure to reply to a grievance in a timely fashion shall advance the grievance to the next level. Grievances so advanced shall be subject to time limits as if a reply had been made on the last allowable day of the preceding level in the procedure. A grievance shall lapse if no request for arbitration is made within ninety (90) calendar days of its initiation, unless the Union and Employer otherwise mutually agree in writing.
- 6.4 The word "days" in this article shall mean consecutive calendar days excluding Saturdays, Sundays and named Holidays.
- 6.5 Time constraints in the grievance procedure may be extended by mutual agreement in writing.

## Step #1

Between the employee, their Union Steward or a Union Representative, or by the Union on behalf of the employee, shall present the grievance to the Site Director or his/her designate. Such grievance shall be in writing, signed by the Union and shall be presented within ten (10) days of the date the grievor became aware of, or reasonably should have become aware of the alleged occurrence said to have caused the grievance. The grievance shall contain:

- (a) A summary of circumstances giving rise to the grievance.
- (b) The provision(s) of the Collective Agreement considered violated.
- (c) The particulars of the remedy sought.

The Director or his/her designated representative shall give his/her reply in writing within ten (10) days.

## Step #2

If such reply is not satisfactory, the Union may forward the grievance in writing to the Human Resources Director or designate within ten (10) days of the Step #1 reply. The Human Resources Director or his/her designated representative shall reply within ten (10) days.

## Step #3

If such reply is not satisfactory, the Union may forward the grievance in writing to the President/CEO or designate within ten (10) days of the Step #2 reply. The President/CEO or his/her designated representative shall reply within ten (10) days.

If the grievance is not settled, either party may submit the grievance to arbitration as outlined in Article 6.7.

## 6.6 Policy Grievance

A dispute involving a question of general application, interpretation and affecting a group of employees, shall be reduced to writing and submitted at Step #1 of the grievance procedure within ten (10) days of the date the grievor(s) became aware of, or reasonably should have become aware of the alleged occurrence said to have caused the grievance. A policy grievance can be filed by a Union Representative.

## 6.7 Arbitration

Request for arbitration must be submitted within twenty (20) days after the grievance was dealt with as outlined in Step 3 of the grievance procedure.

Within ten (10) days of receipt of notification provided for as above, the party receiving such notice shall:

- (a) Inform the other party of the name of its appointee to the Arbitration Board; or
- (b) Arrange to meet with the other party in an effort to select a single arbitrator. Where an agreement cannot be reached on the principal and/or selection of a single arbitrator, an Arbitration Board shall be established.
- (c) Where appointees to the Board have been named by the parties, they shall, within twenty (20) days, endeavor to select a mutually acceptable Chairperson of the Arbitration Board. If they are unable to agree upon the choice of a Chairperson, application shall be made to the Director of Alberta Mediation Services to appoint an arbitrator pursuant to the provisions of the Alberta Labour Relations Code.

- (d) The Arbitration Board shall hear such evidence as the Parties may desire to present, assure a full, fair hearing, and shall render the decision, in writing, to the Parties within fourteen (14) days after the completion of the hearing.
- (e) The decision of the majority of the Board of Arbitration, or if there is no majority, the decision of the Chairperson, shall be the decision of the Board. The decision of a Board of Arbitration or the decision of a single arbitrator shall be final and binding on the Parties.
- (f) The arbitration decision shall be governed by the terms of this Collective Agreement and shall not alter, amend or change the terms of this Collective Agreement.
- (g) Each of the parties to this Collective Agreement shall bear the expense of its appointee to the Arbitration Board. The fees and expenses of the Chairperson or single arbitrator shall be borne equally by the two (2) parties to the dispute.

The findings and decision of the Board of Arbitration shall be binding and enforceable on all parties.

The parties may mutually agree that a sole arbitrator be appointed in place of the Board of Arbitration. The sole arbitrator shall have the same powers as the Board of Arbitration and the parties shall jointly bear the expense of the sole arbitrator.

If within thirty (30) calendar days after such written notice for arbitration, the parties have failed to agree upon an arbitrator, either party may request the Director of Mediation Services for the Province to appoint an arbitrator.

## Article 7 – No Strike or Lockout

- 7.1 The Union agreed that neither it, nor any of the employees it represents shall strike or cause a strike or threaten to strike or cause a strike during the term of this Collective Agreement and/or any extension thereof. The Employer agrees that it will not, during the term of the Agreement and any extension thereof, cause, a lockout. The closing down of the operation or any part thereof or the curtailment of operations for business reasons will not be considered a lockout.
- 7.2 In the event of a breach of violation of this article, the Union, upon being informed thereof by the Employer shall immediately notify the employees it represents of such conduct and/or other work interferences unauthorized and in violation of this Agreement, and direct those involved to immediately resume work. Further, of being notified of any conduct or acts on part of any of the employees it represents in violation of this article, the Union shall take immediate positive action to cause such conduct to be refused.

## Article 8 – Wages

- 8.1 The rates of pay and increments set out in Appendix “A” and made part of this Collective Agreement, shall remain in effect for the term of this Collective Agreement.
- 8.2 An employee’s basic rate of pay will be advanced to the next higher basic rate of pay on their anniversary date subject to completion of mandatory training required during that year up to the employee’s anniversary date and the completion of a performance review. Where, through no fault of their own, an employee is unable to complete the mandatory training or a performance review is not completed, increments will not be withheld. For employees hired before the fifteenth (15<sup>th</sup>) day of the month, their anniversary date will be the closest pay period start

date to the beginning of the month. For employees hired on or after the fifteenth (15<sup>th</sup>) day of the month, their anniversary date will be the closest pay period start dates of the following month.

- 8.3 When an employee is transferred to a classification with a higher rate of pay, they shall be advanced to the rate of pay on the higher classification which is next higher than their current rate of pay. Where the next higher rate of pay results in an increase less than five (5%) percent, the employee's rate of pay shall be moved to the next step in the higher classification that provides at least a five (5%) percent increase in pay. The employee's anniversary date for increments will be calculated in accordance with Article 8.2.
- 8.4 When an employee transfers to a classification with a lower rate of pay his/her salary shall be adjusted immediately to the basic rate they would have been entitled to, had he/she been on the lower rated classification from commencement of employment. The employee's anniversary date from future increments will be calculated in accordance with Article 8.2.
- 8.5 Relief employees shall be eligible to advance to the next higher basic rate of pay subject to the employee's performance meeting or exceeding the expectations of the Employer and following two thousand and twenty-two point seven-five (2022.75) hours worked and paid at the employee's basic rate of pay.
- 8.6 There shall be a two (2) week pay period for all employees. Wednesday shall be considered the first day of the work week. In the event that the Employer changes the pay period or work week, they will provide at least thirty (30) days' notice to the Union and employees of such change.
- 8.7 In the event that the Employer creates a new classification that is not included in this Collective Agreement and falls within the scope of this Agreement, the rate of pay shall be negotiated by the Employer with the Union. If a satisfactory conclusion to



negotiations has not been concluded within fourteen (14) calendar days or such longer time as may be agreed upon, then the matter may be referred to arbitration. The final settlement of the rate of pay shall be retroactive to the date the classification was created or the date an employee **started** in the new classification, whichever is later.

8.8 Employees shall be paid, in addition to other wages or premiums payable to them, a shift premium on all hours worked between 11:00 p.m. and 7:00 a.m. provided that at least one (1) hour is worked during this period. The shift premium will be two (\$2.00) dollars per hour paid on a straight time basis on all the regular hours and any overtime hours on such shifts.

8.9 Employees shall be paid, in addition to other wages or premiums payable to them, a weekend shift premium on all hours worked between 7:00 a.m. and 11:00 p.m. on Saturday and Sunday provided that at least one (1) hour is worked during this period. The weekend shift premium will be one (\$1.00) dollar per hour paid on a straight time basis on all the regular hours and any overtime hours on such shifts.

## Article 9 – Hours of Work

9.1 The Employer retains the right to schedule hours of work of employees as is necessary to ensure the efficient operations and to provide coverage for the determined hours of operation.

9.2 Regular schedules for full-time employees shall be defined as up to seven point seven-five (7.75) or eight (8) hours per day, and averaging a minimum of thirty (30) hours per week as determined by the Employer.

- 9.3 Regular schedules for part-time employees shall be defined as up to seven point seven-five (7.75) or eight (8) hours per day, averaging less than thirty (30) hours per week as determined by the Employer.
- 9.4 The Employer may also implement schedules with variable hours of work per day, up to twelve (12) hours per shift and an average up to one hundred twenty (120) hours in each consecutive and non-inclusive fourteen (14) calendar day period as determined by the Employer.
- 9.5 Shift schedules shall be made available to each employee at least fourteen (14) calendar days in advance. Shift schedules shall be for a period of not less than four (4) weeks. Where a change is required in a posted schedule, employees will, where possible, be provided with twenty-four (24) hours' notice.
- 9.6 As a norm, all full-time employees shall be entitled to an average of two (2) days off each week as determined by the Employer except where schedule changes or shift rotation may result in a variation such as one (1) day off at the time of the change.
- 9.7 Unless otherwise mutually agreed between an employee and the Employer, days off for full time employees shall, as much as is possible be planned in such a manner as to equally distribute weekends.
- 9.8 All employees shall be permitted a fifteen (15) minute rest period, with pay, both in the first half and the second half of a seven point seven-five (7.75) hour or eight (8) hour shift. In any shift less than seven point seven-five (7.75) hours employees shall be permitted one fifteen (15) minute rest period with pay. Rest periods shall be arranged by the Employer in such a manner as to cause minimum disruption of work schedules.

- 9.9 Employees working a shift greater than five (5) hours shall be provided an unpaid meal break of not less than thirty (30) minutes as scheduled by the Employer.
- 9.10 Employees may exchange shifts between themselves provided the exchange is agreed to in writing between the affected employees, and prior approval of such exchange has been given by the employee's immediate Supervisor. If the exchange of shifts results in a conflict with the provision of this article, then the granting of such requests shall not be a violation of this Agreement nor shall such exchange result in any employee qualifying for overtime pay.
- 9.11 Employees shall have no less than eight (8) hours off work between scheduled shifts.
- 9.12 Hours of work for relief employees may be up to eight (8) or twelve (12) hours per day.

#### Article 10 – Overtime

- 10.1 When the needs in the operation require it, employees may be required to work overtime.
- 10.2 Overtime is all time authorized by the Employer and worked by the employee in excess of twelve (12) hours per day and one hundred twenty (120) hours in fourteen (14) consecutive and non-inclusive calendar days as determined by the Employer.
- 10.3 If an employee is required to work overtime as defined in Article 10.2, the employee will be paid one and one half (1 1/2 X) times the employee's regular rate of pay for the additional hours worked.

## Article 11 – Statutory Holidays

11.1 The following days are the recognized paid Statutory Holidays:

New Year's Day	Labour Day
Family Day	Thanksgiving Day
Good Friday	Remembrance Day
Victoria Day	Christmas Day
Canada Day	Boxing Day
Civic Holiday (1 <sup>st</sup> Monday in August)	
Employee Floater Day	

And any day proclaimed to be a holiday by the Government of the Province of Alberta, the Government of Canada, or the Municipality in which the site is located.

11.2 To qualify for a paid Statutory Holiday with pay the employee must:

- (a) Work the scheduled shift immediately prior to and immediately following each holiday, except where the employee is absent due to illness or without good and proper reason.
- (b) Work on the paid Statutory Holiday when scheduled or required to do so.

11.3 Full-time employees who work during the twenty-four (24) hour period of a Statutory Holiday shall be paid as follows:

- (a) For work on a Statutory Holiday that falls on the employee's normal day of work, the employee will be paid normal day's pay plus one and a half (1 1/2 X) times wage rate for all hours worked.
- (b) For work on a Statutory Holiday that does not fall on the employee's normal day of work, the employee will be paid at

one and a half (1 1/2 X) times their wage rate for all hours worked.

11.4 In the event a paid Statutory Holiday falls on a day other than a regular workday, full-time employees will either:

- (a) Take off one (1) average shift at a mutually agreeable time with pay on their first (1<sup>st</sup>) scheduled workday following the holiday ; or
- (b) Be paid for the first scheduled shift worked plus one (1) average shift.
- (c) “Average shift” shall be calculated dividing the employee’s regular hours per pay period by ten (10) and multiplying that number by their regular wage (where ten (10) represents the standard number of shifts for a full-time position).

11.5 Full-time employees shall not be entitled to a day off with pay or payment in lieu of a Statutory Holiday while:

- (a) On layoff, or
- (b) On Medical Employment Insurance or LTD.

11.6 Part-time and relief employees will be compensated for hours worked during the twenty-four (24) hour period of a paid Statutory Holiday if, in at least five (5) of the nine (9) weeks preceding the work week in which the Statutory Holiday occurs, the employee worked on the same day of the week as the day on which the Statutory Holiday falls. They will be compensated as follows:

- (a) Part-time employees: normal day plus one and one half (1 1/2 X) times wage rate for all hours worked;
- (b) Relief employees at two and one half (2 1/2) times the wage rate for all hours worked.

- 11.7 Part-time and relief employees who have worked less than five (5) days out of the previous nine (9) weeks preceding the Statutory Holiday will be compensated for hours worked on a Statutory Holiday at one and one half (1 1/2 X) times their wage rate.
- 11.8 Full-time and part-time employees who are in the employ of the Employer on or before March 31<sup>st</sup> of each calendar year shall be granted a Floater Holiday. The Floater Holiday shall be taken by the employee at a time mutually agreed between the Employer and the employee. If the Floater Holiday is not taken by December 31<sup>st</sup> in the year it is earned, it shall be paid out at the employee's normal day of work or average shift as defined above.

Article 12 – Annual Vacations

12.1 During each year of continuous service in the employ of the Employer, regular full-time employees shall earn vacation entitlement to be taken the following year based on their anniversary date. The rate of earning entitlement shall be as follows:

<u>Length of Service</u>	<u>Vacation Entitlement</u>	<u>% of Regular Earnings</u>
Less than one (1) year	2 weeks of entitlement	4%
One (1) years or more years	3 weeks of entitlement	6%

12.2 Regular part-time and relief employees shall receive vacation pay on each pay period based on the percentage of regular earnings as listed above.

12.3 A full-time employee who terminated their service or who is terminated shall receive vacation pay in lieu of vacation earned but not taken.

- 12.4 Employees shall have preference according to seniority with respect to annual vacation within their locations and classifications provided they submit their request in writing to the Employer between January 1<sup>st</sup> and February 15<sup>th</sup> of each year for the period April 1<sup>st</sup> to March 31<sup>st</sup> of the following year. The Employer will respond to these requests, in writing by March 1<sup>st</sup>. Vacation requests submitted after February 15<sup>th</sup> will be granted on a first come, first serve basis. Requests for vacation time are to be submitted in writing. The granting of vacation is subject to the approval of the Employer based on operational requirements, and will be answered in writing within two (2) weeks from receipt of the original application.
- 12.5 There shall be no carry-over of vacation from one (1) year to the next (based on the employee's anniversary date) except as approved by the Employer, however, employees must take a minimum of one (1) week vacation each year. Where vacation carry-over has not been approved and the employee has not scheduled their allotted vacation during the year (based on their anniversary date), the vacation may be scheduled by the Employer.

### Article 13 – Health, Welfare, Benefits and Sick Leave

- 13.1 All eligible employees who have completed ninety (90) calendar days service with the Employer shall be entitled to participate in the Employer's benefit plans and shall be enrolled on the first (1<sup>st</sup>) of the month following the completion of the ninety (90) day service period.

Sick leave entitlement, accrual and use of, shall be in accordance with the Employer Policy.

## Article 14 – Leaves of Absence

### 14.1 General Leaves of Absence

Recognizing that the primary commitment of the employee is to the Employer, the granting of leaves of absence is subject to the approval of the Employer. Requests will not be unreasonably denied.

When an employee has a requirement for time off, and has no accrued vacation days or lieu time, the Employer may approve a leave of absence without pay.

Requests for a leave of absence without pay should be made in writing to the employees' Supervisor who is not within the scope of the Collective Agreement at least thirty (30) days in advance of a foreseeable event or as soon as possible in the case of unforeseeable events. In addition, requests shall include a firm return to work date, except where that date cannot be predicted due to the circumstance.

### 14.2 Maternity and Parental Leave

Maternity, parental and adoption leave shall be granted in accordance with the Employment Standards Code of Alberta as amended from time to time.

- (a) While an employee is on maternity/parental/adoption leave, no vacation time will accrue, nor will the employee be eligible for Statutory Holiday pay or credit.
- (b) An employee who has completed twelve (12) months of continuous service shall, upon her written request, be granted maternity leave to become effective twelve (12) weeks immediately preceding the date of delivery or such shorter period as may be requested by the employee, provided that she commences maternity leave no later than



the date of delivery. Where the pregnancy of an employee interferes with the performance of the employee's duties before the estimated date of delivery, the Employer may request the employee begin medical leave supported by a doctor's certificate. Maternity leave shall be without pay and benefits. Maternity leave shall not exceed fifteen (15) weeks however may be combined with parental leave entitlements under (c) below to provide for a total leave of absence which shall not exceed fifty-two (52) weeks unless an extension is granted by the Employer. Such extension when granted shall not exceed an additional three (3) months.

- (c) An Employee who is on a maternity leave in accordance with 14.2 (b), shall, upon her written request, be granted a parental leave without pay up to a maximum period of thirty-seven (37) weeks.
- (d) A birth mother must take at least six (6) weeks leave after the birth of the child unless the Employer agrees to early resumption of employment and the employee provides proof satisfactory to the Employer that she is fit to resume work and will not endanger her health.
- (e) A father-to-be who has completed twelve (12) months of continuous service shall upon his written request, be granted a leave of absence without pay and benefits for the purpose of parenting duties, provided that the initial application for such leave is made four (4) weeks prior to the expected commencement of the leave. Such leave shall not exceed thirty-seven (37) weeks, and within fifty-two (52) weeks of the birth of the child.
- (f) An employee who has completed twelve (12) months of continuous service shall be granted leave of absence without pay and benefits for a period of up to twelve (12) months in duration for the purpose of adopting a child provided that:

- (i) They make written request for such leave at the time the application for adoption is approved and keeps the Employer advised of the status of the applications; and
  - (ii) They provide the Employer with at least one (1) days' notice that such leave is to commence.
- (g) An employee absent on Parental/Maternity/Adoptive Leave shall provide the Employer with six (6) weeks written notice of readiness to return to work, following which the Employer will reinstate him/her in the same step in the salary scale or provide him/her with alternate work of a comparable nature at no less than the same step in the salary scale and other benefits that accrued to him/her up to the date he/she commenced the leave.
- (h) Employee will have the option of maintaining their coverage under the Employer benefit plan by pre-paying the cost of those benefits prior to commencing such leave.
- (i) Employees who choose not to maintain their benefit coverage under the Employer benefit plan will have their benefits reinstated upon return to work.

### 14.3 Bereavement Leave

Bereavement leave will be provided to employees without loss of pay and benefits to allow the employee a maximum of:

- (a) Three (3) days in the event of the death of immediate family members defined as:
- Spouse, common law, or same-sex partner
  - Parent, including step-parent or parent-in-law
  - Brother or sister, including step-brother or sister, or brother or sister-in-law;

- Son or daughter, including step-child or son or daughter-in-law;
- (b) Two (2) days in the event of the death of a grandparent or grandchild; and
- (c) One (1) day in the event of the death of other relatives.

An employee's day off or vacation will not be used to circumvent funeral leave.

If, for the purposes of attending the funeral, the employee must travel a distance in excess of three hundred (300) kilometers from his/her residence, one way, the Employer may grant that employee up to two (2) additional days for travel without loss of regular earnings or benefits.

All requests for additional unpaid travel time or additional unpaid bereavement leave shall not be unreasonably withheld.

Official proof of death and/or travel within the period may be requested.

#### 14.4 Leave for Union Business

Provided the efficiency of the Employer shall not in any way be disrupted, time off work without pay may be granted to employees as follows:

- (a) A maximum of two (2) employees per site who are selected to attend seminars, Union conventions, and Union meetings. When leave for Union business is requested, fourteen (14) calendar days' notice shall be provided and such request shall be submitted on forms required by the Employer. Such request shall not be unreasonably denied.

- (b) Not less than six (6) employees, and at least two (2) employees per site selected as members of the Union Negotiating Committee, for time spent meeting with representatives of the Employer during the formal negotiations of a Collective Agreement and for the preparatory meetings during negotiations. When leave for this purpose is requested, the Union and employee will, where possible, provide fourteen (14) calendar days' notice of such leave and in any event shall provide as much advance notice as possible. Requests for leave of absence shall be submitted on forms required by the Employer.
- (c) When leave of absence without pay for Union business is approved, the Employer will pay the employee their regular rate of pay for their regularly scheduled shifts missed due to such absence and the Union will reimburse the Employer for actual salary paid to the employee while on leave and benefits costs.

#### 14.5 Witness or Jury Leave

Any employee, who is required to appear before a court of law as a witness in a matter arising from their employment with the Employer, or for jury selection or as a juror, shall be granted leave without loss of earnings or benefits during the times and throughout the period he/she is required to attend at court. All jury fees received by employees on such leave shall be surrendered to the Excel Society to partly offset the cost of their paid leave.

When not required by the court, the employee shall report for work providing there is not less than two (2) hours remaining in their normal work shift.

## Article 15 – Non-Discrimination

15.1 There shall be no discrimination, restriction or coercion exercised or practiced by either party in respect of any employee by reason of race, religious beliefs, colour, gender, physical disability, mental disability, age, ancestry, place of origin, marital status, sexual orientation, source of income or family status as provided by the Alberta Human Rights Act, nor by reason of membership or participation or non-participation in lawful activities on behalf of the Union.

Article 15.1 shall not apply with respect to a bona fide occupational requirement.

## Article 16 – Seniority/Layoffs

16.1 Seniority for full-time and part-time employees shall be defined as length of continuous service in the bargaining unit in a full-time or part-time position, and shall be applied on a bargaining unit wide basis.

Seniority shall be applied in determining preference for promotions, transfers, lay-offs, recall, subject to Article 22, 16.3, 16.4, and 16.5.

16.2 The Employer shall establish and post a seniority list of all employees in the bargaining unit within thirty (30) days after the ratification of this Collective Agreement.

The Employer shall maintain and post a seniority list of all employees in the bargaining unit, said seniority list to be posted each subsequent June 1<sup>st</sup> with a copy to be forwarded to the Union.

16.3 In the event of a reduction in the number of employees, employees shall be laid off in reverse order of their seniority by

classification at the site, subject to senior employees having been fully trained previously in the remaining work required. Employees may then bump the least junior employees in the other site subject to senior employees having been fully trained previously in the remaining work required. Employees shall be recalled to work in order of seniority, subject to senior employees having been fully trained in the required work. Notification of recall of those who cannot be contacted by telephone shall be by registered mail addressed to the last known address on file. It shall be the responsibility of the employee to maintain a current phone number and address for notification purposes. Any employee so recalled must return not later than three (3) working days after being contacted.

No new regular employees shall be hired by the Employer as long as there are non-probationary employees who are on lay off status and who are able and willing to perform the work required.

- 16.4 The Employer will provide at least fourteen (14) calendar days' notice when laying off employees.
- 16.5 Recall rights shall be forfeited if:
- (a) An employee does not notify the Employer of their intention to return to work within five (5) days of the date the Employer mailed the recall letter to them; or
  - (b) The employee does not return to work on the date specified by the Employer; or
  - (c) Six (6) months from the date the employee was laid off during which the employee was not recalled to a regular position; or
  - (d) The employee is recalled to work.

## Article 17 – Discipline and Discharge

- 17.1 Except for the dismissal of an employee serving a probation period, there shall be no discipline or dismissal except for just cause.
- 17.2 Copies of all disciplinary notices shall be provided to the employee and the Union that will be placed on the employee's personnel file.
- 17.3 When an employee's work performance is such that the Employer deems it necessary to meet with the employee on a matter of discipline the employee may request the presence of a Union Steward.
- 17.4 (a) At the time the Employer notifies the employee of the need to meet, the date and time of the meeting shall be set. The Employer shall provide at least twelve (12) hours advanced notice of the meeting. The employee will advise the Union of the established time and date of the meeting. In the event that the Union is unable to attend, the meeting shall proceed as planned.
- (b) When it becomes necessary for a Union Steward to leave his job for this purpose, the Steward will give their Supervisor as much advance notice as possible. Arrangements will be made by the Supervisor to permit the Union Steward to leave their job for this purpose, as soon as possible. A request for time off for a Union Steward to attend a disciplinary meeting shall not be unreasonably denied.
- 17.5 An employee required by the Employer to attend a disciplinary meeting or investigation meeting shall be paid at their basic rate of pay for time spent in that meeting.
- 17.6 An employee who has been subject to disciplinary action may, after thirty-six (36) months of continuous service from the date

that the disciplinary measure was taken, request in writing that their file be cleared of the record of disciplinary action. Such request shall be granted provided the employee's file does not contain any further record of disciplinary action during the thirty-six (36) month period and provided the disciplinary action is not the subject of an unresolved grievance.

- 17.7 An employee shall be deemed to have terminated their employment when the employee is absent for two (2) consecutive working days or four (4) days within a fourteen day period, without good and proper reason.
- 17.8 An employee shall make every reasonable effort to provide the Employer with fourteen (14) calendar days' notice of resignation.
- 17.9 Performance reviews are meant as a constructive tool and are not meant for, and will not be used as discipline.

## Article 18 – Health and Safety

- 18.1 The Employer agrees to ensure, as far as is reasonably practical to do so, the health and safety of the employees. The parties also recognize the responsibility of the employees to work safely and follow safe work practices. The Union will cooperate in achieving these results.
- 18.2 (a) There will be a Joint Work Site Health and Safety Committee. The purpose of this Committee will be the promotion of occupational health and safe work practices in the workplace. Employee representatives will be appointed from and by the bargaining unit members. The maximum number of employee participants will be three (3) and the minimum number of participants will be two (2). Two (2) or three (3) representatives will be appointed by the Employer. Employees from other employee groups may also participate on the Committee.



- (b) Meetings shall be held at least quarterly. Employees shall not suffer a loss of regular earnings for attendance at Committee meetings.

### Article 19 – Union Management Committee

The Union and the Employer shall establish a central Labour Management Committee (LMC) to allow for productive discussion of issues of interest or concern to the parties. The Labour Management Committee (LMC) will not be used for the discussion of the Collective Agreement or resolution of grievances.

- (a) Meetings are to be scheduled on a quarterly basis by mutual agreement of both parties.
- (b) As a guideline, meetings should not take longer than one (1) hour.
- (c) Agenda items will be communicated to each party in writing prior to the meeting.
- (d) Minutes will be recorded for each meeting and reviewed by both parties before distribution.
- (e) The Union committee shall consist of:
  - (i) One (1) employee per site
  - (ii) One (1) Union Representative
- (f) The Employer committee shall consist of:
  - (i) One (1) Management representative per site
  - (ii) One (1) Representative from Head Office.

## Article 20 – General

### 20.1 Interpretations

In this Agreement (unless otherwise indicated by the context) all words of masculine gender shall include the feminine and vice versa.

20.2 Employees shall have reasonable access to his/her personnel file upon request with seven (7) calendar days' notice to Human Resources.

Employees shall be allowed to review and make a copy of their personnel file in the presence of an Employer representative.

### 20.3 Staff Meetings

All meetings called by the Employer to which the employee/s is required to attend shall be considered as time worked and paid at the appropriate straight time or overtime rate.

## Article 21 – Probationary Period

- 21.1 (a) An employee shall serve a single probationary period of five hundred five (505) regular hours worked, exclusive of overtime hours and training hours, for each period of continuous employment not interrupted by illness, injury, leave of absence, termination or dismissal.
- (b) During the probationary period, the employee may be terminated without cause or notice, or pay in lieu of notice, and such dismissal or termination of employment shall not be subject to appeal through the grievance procedure and shall not be subject to arbitration.

- 21.2 The probationary period may be extended by an additional period of up to a maximum of five hundred five (505) regular hours worked, exclusive of overtime hours and classroom training / education hours. The Employer shall notify the Union prior to the date the extension is communicated to the employee. During the extended period, and if in the opinion of the Employer, the employee is found to be unsatisfactory; such employee may be terminated without cause and without notice or pay in lieu of notice. Such dismissal or termination of employment shall not be subject to the grievance procedure and shall not be subject to arbitration.
- 21.3 An employee who transfers or is promoted to a higher paying classification during their probationary period, shall be required to re-serve the probationary period under Article 22.7 (c) in their new position up to a combined total of seven hundred (700) regular hours worked including hours worked in the initial probation period, in accordance with Articles 21.1 and 21.2.

## Article 22 – Job Postings

- 22.1 Where job vacancies occur and the Employer decides to fill the vacancy, or where a new job is created, the position will be filled using the following procedure. A copy of all postings and the successful candidates will be forwarded to the Union.
- 22.2 The position and the names of any successful candidates shall be posted at all sites. Vacancies will be open to applicants for seven (7) calendar days. In circumstances where there are not qualified applicants, the Employer may post the vacancy with an open closing date until a suitable candidate is found.
- 22.3 Notices of vacancies will contain information pertinent to the position being posted such as classification and brief description of core job duties.

- 22.4 Except where there is an open closing date as described in Article 22.2 above, applicants must apply in writing prior to the closing date listed on the posting to such officer as the Employer may designate.
- 22.5 The Employer, in its sole discretion, may elect to fill a vacancy to a position by transfer. The Union may make representations to the Employer where the circumstances of the transfer warrant such representations.
- 22.6 When filling vacancies within the bargaining unit, the determining factors shall be based on the most requisite job related skills, experience, training, knowledge and qualifications. When these factors are considered equal by the Employer, seniority shall be the deciding factor.
- 22.7 (a) When an employee is appointed to a vacancy in accordance with Article 22.5 above, such appointment shall be on a trial basis. The employee shall serve a trial period of five hundred five (505) regular hours worked, in which to demonstrate the ability to fill the new position satisfactorily. The trial period may be extended by the number of working hours absent for any reason during the trial period. During the trial period, the employee may either:
- (i) Return to the employee's former position, at the employee's request; or
  - (ii) Be returned to the employee's former position.

In circumstances where reinstatement is not possible, the Employer shall assign the employee to a similar position consistent with his/her abilities and/or qualifications, which position may not be the specific position or in the specific area occupied prior to the transfer. The rate of pay for such position shall be at a rate of pay equivalent to that of his/her former position.

- (b) In the event that an employee returns to her former position or similar position pursuant to Article 22.7(a), the Employer may choose to fill the resultant vacancy by selecting from the applicants on the original posting. Should the Employer exercise this right, the posting provisions of this article will be deemed to be satisfied.
- (c) An employee who is transferred before completing their initial probationary period shall complete the initial probationary period in accordance with Article 21 as well as the trial period in Article 22.7 (a) above.

22.8 Notwithstanding the above, the Employer retains the right to relocate or reassign employees within the organization dependent on the needs of the clients or other operational reasons.

### Article 23 – Duration and Renewal

23.1 Except as otherwise specified, this Agreement shall be effective on the date of ratification and shall remain in force until March 31<sup>st</sup>, 2017 and from year to year thereafter, providing that either party may not less than sixty (60) days nor more than one hundred twenty (120) days prior to the renewal date hereof, give notice in writing to the other party of its intention to negotiate a revision thereof.

In Witness Whereof, the Parties hereto have cause these presents to be executed.

Signed this \_\_\_\_\_ day of \_\_\_\_\_, 2014.

For the Employer:

For the Union:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Employer Committee:

Union Committee:

Doug Heale  
Sarah Ng  
Becky Elkew  
Larry Scarbeau  
Sharon Read

Don Crisall  
Joe Irving  
Claude Kayigi  
Jacob Manu  
Annie Uweineza  
Marie Joseph-Dort  
Mylyn Aguinaldo

This Agreement was ratified on June 14<sup>th</sup>, 2014.

APPENDIX "A"  
WAGES

Wage Increments:

Effective Date of Ratification:

Balwin Villa and Grand Manor					
Classification	Start	After 1 yr	After 2 yrs	After 3 yrs	After 4 yrs
L.P.N.	\$24.26	\$25.48	\$26.75	\$28.09	\$29.49
H.C.A. 1 (E)	\$16.44	\$17.26	\$18.13	\$19.04	\$19.99
H.C.A	\$15.98	\$16.79	\$17.62	\$18.50	\$19.42
H.C.A. Relief	\$14.32	\$15.04	\$15.79	\$16.57	\$17.40
Intern	\$13.64				

Effective April 1, 2015:

Balwin Villa and Grand Manor					
Classification	Start	After 1 yr	After 2 yrs	After 3 yrs	After 4 yrs
L.P.N.	\$24.50	\$25.73	\$27.02	\$28.37	\$29.78
H.C.A. 1 (E)	\$16.60	\$17.43	\$18.31	\$19.23	\$20.19
H.C.A	\$16.14	\$16.96	\$17.80	\$18.69	\$19.61
H.C.A. Relief	\$14.47	\$15.19	\$15.94	\$16.74	\$17.58
Intern	\$13.78				

## Letters of Understanding

1. If the Employer has an adequate and reasonable computer system to accommodate posting the seniority list twice a year, the Employer shall post each subsequent December 1<sup>st</sup> with a copy to be forwarded to the Union.

2. Union Membership

United Food and Commercial Workers Canada Union, Local No. 401 or no person acting on behalf of United Food and Commercial Workers Canada Union, Local No. 401 shall require the Employer to terminate the employment of an employee because the employee has been expelled or suspended from membership of United Food and Commercial Workers Canada Union, Local No. 401.

3. Pay Grade Increases

Recognizing that the Employer is funded through a Funding Agreement with Alberta Health Services and is a non-profit organization; and

Notwithstanding that the rates of pay contained in Appendix "A" do not provide for increases to the pay grades in the final year of the term of this Collective Agreement (commencing April 1<sup>st</sup>, 2016), the Parties agree as follows:

Funding increases from Alberta Health Services (or its successors) intended for the bargaining unit members in the final year of the



term of this Agreement will be allocated in the following order of priority:

- (1) Any rate increase to the Employer's portion of EI and/or CPP premiums made effective since the immediately preceding AHS funding increase.
- (2) Any net rate increase in the Employer's portion of benefit plan premiums or Employer portion of any added coverage(s) since the immediately preceding AHS funding agreement increase.
- (3) Any increase in shift differential and/or weekend premium rates since the immediate preceding AHS funding increase.
- (4) Any remaining percentage allocated to increase each step of the current rates of pay, appearing on the salary schedule, by the same percentage effective on the first (1<sup>st</sup>) day of the pay period closest to the effective date indicated by AHS.
- (5) However, in the event that a calculation of the members' average step resulting in an average in excess of step 3.4 on the 5 step grid, the percentage allocation in #4 above will be reduced to ensure compensation does not exceed the funding provided by AHS. The calculation will be done using the employees' step placement and contracted hours as of the pay period such increments are processed for payment.

#### 4. Workload and Scheduling Review

Recognizing that the Employer is charged with the responsibility for the provision of quality care to its clients;

And further recognizing that the Employer must provide such

client care within the current funding model provided by the funding provider;

And recognizing that the Union has expressed concerns with hours of work and current scheduling practices.

The Parties agree as follows:

- (a) The parties will establish a working group to review workload assignments based on the roles and responsibilities of the LPN's and HCA'S, to ensure the delivery of quality care.
- (b) In conducting this review, the group will take into consideration:
  - Client care needs
  - Scheduling
  - Shift change protocols
  - Client assignments
  - Working alone/staff shortages
  - Accountable hours allocations
  - Skills and training levels of staff
  - Other matters that may be identified by the working group.
- (c) The working group will consist of Site Directors, Site Lead LPN's, 3 LPN's, 3HCA's and Human Resources.
- (d) The objective of the working group will be to reach consensus and provide recommendations to the Senior Management Team.
- (e) In the event consensus is not reached within the working group, either party may submit its recommendations to the Senior Management Team for consideration.

- (f) It is anticipated that this review will be completed within one (1) year from the date of ratification.

This Letter of Understanding shall expire on December 31<sup>st</sup>, 2015.

5. The following are the mandatory courses as indicated in Article 8.2:

- A. Tier 1 – Prior to permanent contract for employment or within three (3) months of employment:

1. First Aid & CPR [C]
2. Non-Violent Crisis Prevention and Intervention® Training (CPI)
3. Medication Administration for Paraprofessional
4. Abuse Awareness, Protocols and Prevention Training
5. Professional Documentation
6. Routine Practices with Additional Precautions
7. WHMIS
8. Working Alone

- B. Tier 2 - Within six (6) months of employment:

1. Supportive Workplace and Diversity
2. Introduction to Responding to Critical Situations and Behaviours of Concern
3. Positive Behavioural Supports – Complex Needs (Prerequisite: Introduction to Responding to Critical Situations and Behaviours of Concern)

### C. Tier 3 – Recertification

Employees will be responsible to ensure their courses requiring recertification are up to date, and that they are registered appropriately in courses requiring recertification (see Registration for Recertification Course Procedures). Courses requiring recertification are:

1. Non-Violent Crisis Prevention and Intervention® Training Recertification (every two (2) years)
2. First Aid & CPR [C] (every three (3) years)
3. Medication Administration for Paraprofessionals (every three (3) years)

### D. Tier 4 – Other Mandatory Courses

Directors and Managers may deem certain courses mandatory to meet the needs of a program or residence. Some of the courses that fall under this category are:

1. Body Mechanics, Lifts and Transfers
2. Supportive Pathways
3. Food Safety
4. Suicide Prevention
5. American Sign Language

Signed this \_\_\_\_\_ day of \_\_\_\_\_, 2014.

For the Employer:

For the Union:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Employer Committee:

Union Committee:

Doug Heale  
Sarah Ng  
Becky Elkew  
Larry Scarbeau  
Sharon Read

Don Crisall  
Joe Irving  
Claude Kayigi  
Jacob Manu  
Annie Uweineza  
Marie Joseph-Dort  
Mylyn Aguinaldo

This Agreement was ratified on June 14<sup>th</sup>, 2014.