COLLECTIVE AGREEMENT

between

INTERCARE CORPORATE GROUP INC.

and

CANADIAN UNION OF PUBLIC EMPLOYEES, LOCAL 8

Effective: July 1, 2022 up to and including June 30, 2024

copesepb
Canadian Office &
Professional Employees
SD/mlv/Local #491

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

AND WHEREAS the parties acknowledge and respect that we live and work on the traditional territories of the Blackfoot Confederacy (Siksika, Kainai, Piikani), The Tsuu'tina, the Iyâxe Nakoda Nations, the Métis Nation (Region 3), and all people who make their homes in the Treaty 7 region of Southern Alberta.

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

NOW THEREFORE THIS AGREEMENT WITNESSETH:

ARTICLE 1 - PURPOSE

1.01 It is the desire of the parties to this agreement to maintain harmonious relations between the Employer and the Union and to work together in the promotion of the highest standard of care and services in the care centres.

ARTICLE 2 - TERMS OF AGREEMENT

2.01 This Agreement shall be effective July 1, 2022 and shall continue in effect up to and including June 30, 2024 and shall continue automatically thereafter during annual periods of one (1) year each, unless either party notifies the other in writing between sixty (60) days to one hundred and twenty (120) days prior to the expiration date that it desires to amend or terminate the agreement.

2.02 If, pursuant to such negotiations, an agreement on the renewal or amendment of this Agreement is not reached prior to the current expiration date, this Agreement shall be automatically extended until consummation of the new Agreement or completion of the proceedings prescribed under the Alberta Labour Relations Code.

ARTICLE 3 - NO STRIKES OR LOCK-OUTS

3.01 In the event of a strike or lock-out, the parties to this Collective Agreement agree to abide by the provisions of the Alberta Labour Relations Code governing such conditions.

ARTICLE 4 - DEFINITION OF UNIONIZED EMPLOYEES

A Unionized "Employee" (hereafter referred to as Employee) shall mean any Employee of the Employer for whom the Union has been certified as the bargaining agent or for whom the Union has attained the status of bargaining agent through voluntary recognition, and whose employment is designated as regular full-time, regular part-time, temporary or casual.

4.01 Regular Full-Time Employees

A Regular Full-time Employee is one who regularly works seventy-five (75) hours [LPN seventy-seven point five (77.5) hours] in a two (2) week pay period as defined in Article 22 – Hours of Work.

4.02 Regular Part-Time Employees

(a) Regular Part-time Employees (Benefit Eligible)

Effective February 22, 2021, a regular part-time Employee (Benefit Eligible) is one who is regularly scheduled to work thirty-seven point five (37.5) hours or greater, but less than seventy-five (75) hours (seventy-seven point five [77.5] hours for LPN's) bi-weekly. These Employees are entitled to vacation, statutory holidays and sick leave benefits on a pro-rated basis, by establishing the time worked as compared to full-time employment.

(b) Regular Part-Time Employees (Non-Benefit Eligible)

Effective February 22, 2021, a regular part-time Employee (Non-Benefit Eligible) is one who is regularly scheduled to work less than thirty-seven point five (37.5) hours bi-weekly and therefore, would be excluded from receiving benefits, as defined in Article 30 – Health Care and Insurance Provisions. These Employees are entitled to vacation, statutory holidays and sick leave benefits on a pro-rated basis, by establishing the time worked as compared to full-time employment.

All current employees, as of February 22, 2021, holding a permanent rotation between thirty (30) and thirty-seven point five (37.5) hours, and wishing to remain on the Group Benefit Plan, will be grandfathered in and remain eligible for receiving benefits. These Employees are entitled to vacation, statutory holidays and sick leave benefits on a pro-rated basis, by establishing the time worked as compared to full-time employment.

(c) It is understood and agreed that regular part-time Employees identified in 4.02 (a) and 4.02 (b) shall have first preference for the available work listed in 4.03 (a).

4.03 Casual Employees

(a) A casual Employee is one who is called in to work occasionally, usually on a "call" basis for relief purposes, but who does not work a regular schedule of thirty (30) or more hours in a two (2) week pay period or does so only for a specified time.

(b) Casual Employees shall accumulate seniority but are not entitled to any benefits.

4.04 Temporary Employee – Temporary Position

(a) Definition: A temporary Employee is a casual employee or a new hire who is awarded a rotation on a temporary basis for a full-time or part-time [zero point four (0.4) or greater] position for:

(i) a specific job of more than three (3) months; or

(ii) replacement of full-time or part-time Employee who is on an approved leave of absence for a period of more than three (3) months; or

(iii) replacement of a full-time or part-time Employee who is on leave due to illness or injury where the Employee has indicated that the duration of such leave will be in excess of three (3) months;

(iv) Temporary Employees shall be eligible to apply for any permanent vacancies posted during the term of the temporary assignment.

All current temporary employees as of February 22, 2021 holding a temporary rotation between thirty (30) and thirty-seven point five (37.5) hours, and wishing to remain on the Group Benefit Plan, will be grandfathered in and remain eligible for receiving benefits.

Effective February 22, 2021, a temporary Employee who has worked in the same thirty-seven point five (37.5) hour or greater bi-weekly rotation for six (6) calendar months will be eligible to enroll in Intercare's Group Benefit Plan until completion of the temporary line. Benefits will include the accrual of vacation hours and sick hour accruals; however, will exclude Long Term Disability coverage and enrollment in the Employer's Group RRSP. Temporary employees awarded a temporary rotation between thirty (30) and thirty-seven point five (37.5) hours bi-weekly after February 22, 2021 are excluded from receiving benefits.

Eligible temporary Employees will receive the same benefit coverage as permanent Employees as outlined in Article 30. Upon completion of the temporary rotation, and return to casual status, all benefits will cease, any unused accrued vacation hours will be paid out to the Employee, and any unused accrued sick hours will be lost. Should a temporary Employee post into a different temporary rotation while actively covered under the Employer's Group Benefit Plan and accruing vacation, they will not be required to satisfy a new six (6) month waiting period. They will continue to be eligible for both.

Upon completion of the temporary rotation the Employee will return to casual status. Should the Employee post into a different temporary rotation after returning to casual status, a new six (6) month waiting period would be required.

A Casual Employee in a temporary position shall be covered by the terms of this Collective Agreement, except that a Casual Employee in a temporary position shall have no rights under Article 31- Layoff and Rehire.

(b) Regular Employee – Temporary Position:

Effective February 22, 2021, all regular full-time and part-time Employees who apply for a temporary rotation shall maintain all benefits and entitlements as defined under Articles 4.01 and 4.02 (a). Furthermore, all current regular full-time and part-time Employees holding a temporary rotation between thirty (30) and thirty-seven point five (37.5) hours effective February 22, 2021, and wishing to remain on the Group Benefit Plan, will be grandfathered in and remain eligible for receiving benefits.

Should the temporary position fall below the minimum requirements outlined in 4.02 (a), the Employee will waive their rights to the benefit coverage outlined in Article 30. The Employee will be eligible to re-enroll upon return to their permanent rotation and/or successfully commencing an alternate permanent or temporary rotation that meets the requirements outlined in 4.01 or 4.02 (a).

ARTICLE 5 - SCOPE AND RECOGNITION

5.01 (a) The Employer recognizes the Union as the sole collective bargaining agent for all its Employees at Brentwood, Chinook and Southwood Care Centres, as agreed to by mutual consent and as agreed to by certification under the *Alberta Labour Relations Code*. The Union is hereby established as the sole collective bargaining agency for the Employees and the Employer undertakes that it will not enter into any other agreement or contract with the Employees either individually or collectively which may be in conflict with the terms of this Collective Agreement.

(b) The Employer and the Union agree that in the exercise of each of their rights and in the administration of this Agreement, they shall endeavor to do so in a fair and reasonable manner.

ARTICLE 6 - UNION SECURITY

6.01 Each of the parties hereto agrees that there will be no discrimination exercised or practiced upon any Employee because of membership in the Union.

6.02 All Employees who are members of the Union on the effective date of this Collective Agreement will remain members of the Union. All Employees who are hired after the effective date of this Agreement shall become, as a condition of employment, members of the Union.

6.03 The Employer shall deduct bi-weekly from the pay of each Employee such dues and assessments as may be established and amended from time to time by the Union. Such sums shall be remitted to the Treasurer of the Union not later than the 15th day of the following month in which the dues were deducted, along with a list of the Employees (showing regular full-time, regular part-time, casual temporary or casual status and mailing address and phone number) and the amount deducted from the pay of each Employee.

The Employer shall deduct from payroll, a Union initiation fee for all newly hired members. The initiation fee consists of a one-time amount per member and shall not be deducted if the Employee has already had an initiation fee deducted by the Employer due to coverage under a different Collective Agreement supported by the same Union local. This fee shall be remitted to the local on a monthly basis with the dues deduction and shall be noted on the dues deduction list.

6.04 Dues deductions shall commence effective the date of employment. The Union shall keep the Employer advised as to the amount of such deductions.

6.05 The Employer shall indicate the individual Union dues deducted and enter the amount onT4 slips issued to Employees for tax purposes.

6.06 A representative of the Union shall have the right to make a presentation of up to fifteen (15) minutes at the orientation of new Employees with respect to the structure of the Local, as well as the rights, responsibilities, and benefits under the Collective Agreement. Attendance at the presentation shall not be compulsory, and a representative of the Employer may be present at such presentation. The Union Representative's time to do the presentation shall only be paid by the Employer if the presentation occurs during the Employee's scheduled hours of work. No overtime or travel time shall be paid by the Employer. To minimize impact on operations if the Employee selected as the Union Representative is an Employee of Intercare, the Employee shall be working in the facility where the general orientation is conducted.

6.07 Upon thirty (30) days' notice by the Union, but no more than once per year, the Employer shall provide the Union with an updated list of Union Employee's names, addresses**,** personal email addresses and phone numbers. The list will also indicate the Employee's worksite and employment status (such as full-time, part-time, temporary, casual), and if the Employee is on a leave of absence.

On a monthly basis, the Employer shall provide the Union with the names, addresses, personal email addresses and phone numbers for any newly hired Employee.

ARTICLE 7 - MANAGEMENT RIGHTS

7.01 The Union acknowledges that it shall be the exclusive right of the Employer to operate and manage its business, including the right to:

(a) Direct the work force and to create new classifications, work units, schedules, and to determine the number of Employees needed from time to time in any work unit or classification.

(b) Hire, promote, transfer, layoff and recall Employees.

(c) Discipline or terminate for just cause.

7.02 The Union acknowledges the Employer's requirement to comply with all public health and government-imposed legal orders, inclusive of orders that may impact Union members.

ARTICLE 8 - NO DISCRIMINATION, HARASSMENT OR VIOLENCE

8.01 The Employer and the Union shall at no time discriminate against any Employee with regard to employment or any term or condition of employment, because of race, religious beliefs, colour, gender, physical disability, mental disability, age, sexual orientation, gender identity, gender expression, ancestry, Union membership, place of origin, marital status, source of income or family status of that person or of any other person.

8.02 Harassment & Violence

The Employer and the Union recognize that an Employee should be able to work free from harassment and violence and will cooperate in the achievement of that objective.

Workplace harassment is defined as a single or repeated incident of objectionable or unwelcome conduct, comment, bullying, or action intended to intimidate, offend, degrade or humiliate a particular person or group.

Any discriminatory behaviour at or related to the workplace which denies an individual their dignity and respect or affects their job security by creating an intimidating, offensive, embarrassing, or humiliating work environment is considered to be personal harassment.

Workplace harassment is inappropriate, coercive, intimidating, embarrassing, or unwelcome behavior in the workplace by one person towards another, particularly if the behavior is adversely affecting, either directly or indirectly, the working conditions or work prospects of a staff member. It can be committed verbally, in writing, including through email and over the internet, graphically, or physically. Examples of workplace harassment include, but are not limited to: gossiping, verbal, written or graphic abuse or threats; taunting or other forms of intimidation; unwelcome remarks or jokes about physical attributes, attire, age, gender, sexual orientation, marital status, family, religion, ethnic or national origin; practical jokes which cause undue embarrassment or humiliation; rumour mongering; unwelcome physical contact; physical assault.

Violence, whether at a work site or work related, is defined as the threatened, attempted, or actual conduct of a person that causes or is likely to cause physical or psychological injury or harm. It can include: a physical attack or aggression, threatening behaviour, verbal or written threats, domestic violence and/or sexual violence.

Domestic violence

Domestic violence becomes a workplace hazard when it occurs or spills over into the workplace. It may put the targeted worker at risk and may pose a threat to coworkers.

Employers must take reasonable precautions to protect affected workers if they are likely to be exposed to domestic violence at a work site.

Sexual violence

Sexual violence as a workplace hazard refers to any sexual act, attempt to obtain a sexual act, or other act directed against a worker's sexuality using coercion, by any person regardless of their relationship to the victim, in a workplace or work-related setting.

Sexual violence exists on a continuum from obscene name-calling to sexual assault and/or homicide. It includes online form of sexual violence, such as internet threats and harassment, and sexual exploitation.

The Employer and the Union will not tolerate, ignore, or condone workplace harassment or violence and considers both to be serious offences.

Should an Employee believe that they have been harassed or experienced a violent act; the effected Employee is encouraged to bring the matter to the attention of their Supervisor/Designate for investigation and action.

ARTICLE 9 - UNION REPRESENTATION

9.01 The Employer shall be advised in writing of the names of Shop Stewards and be immediately notified of any changes of Shop Stewards as may occur from time to time.

9.02 The Employer agrees that not more than one (1) Shop Steward per facility shall be allowed to attend meetings, as required with the Employer, without loss of pay, for purposes of resolving differences or grievances.

9.03 Except for meetings with their Employer as specified in 9.02 above, it is agreed by the Union that as far as possible, activities of the Stewards shall be carried on outside of their regular working hours unless otherwise mutually arranged by the parties to this Agreement.

9.04 It is agreed that up to two (2) members of the Union from each care centre covered by this Agreement shall be granted Union leave of absence with pay, as per Article 17.01, as required during normal working hours for purposes of negotiations for a new or revised Collective Agreement, subject to operational requirements. It is recommended that the members from each care centre represent a different classification covered under the Collective Agreement.

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

9.06 The Employer will make every effort to approve all Union Leave requests that are made, provided that it does not negatively impact the Employer's right to operate.

ARTICLE 10 - COMPLAINTS AND GRIEVANCES

10.01 When a difference arises between the Employer and an Employee concerning the interpretation, application, operation or an alleged violation of this Agreement, the Employee shall continue to work in accordance with the Agreement until the difference is settled, except in the case of suspension or dismissal.

10.02 For the purpose of this Article, period of time referred to in days will be consecutive calendar days exclusive of Saturdays, Sundays, and Named Holidays.

10.03 An Employee shall have the right to be accompanied by a Union Representative at each Step of the grievance process.

10.04 Every effort shall be made to resolve all complaints and grievances in the following manner:

Step 1 - Complaint Resolution

Employees believing they may have a problem arising out of the interpretation, application or alleged violation of this Collective Agreement shall first discuss the matter with their immediate Supervisor within five (5) days of becoming aware of, or reasonably should have become aware of, the occurrence. Immediate Supervisor means that person from whom the Employee normally receives work assignments. Every effort shall be made by both parties to resolve the problem at this level. The Immediate Supervisor shall advise the Employee of the decision within five (5) days of discussing the matter.

If no resolution at Step 1 then go to:

Step 2 – Grievance Resolution

Within seven (7) days of the Step 1 decision, a grievance may be forwarded, in writing, by the Union to the Employer's Director of Human Resources/Designate, specifying the nature of the grievance and the redress sought. The Director of Human Resources/Designate may meet with the Union and the Employee within ten (10) days of receipt of the grievance. In any event a decision, in writing, will be rendered within seven (7) days of the meeting being held.

If no resolution at Step 2 then go to:

Step 3

Within seven (7) days of receipt of the decision at Step 2, the Union may submit the grievance, in writing, to the Assistant Vice President, Administration & Corporate Services/Designate. Within ten (10) days of receipt of the grievance the Assistant Vice President, Administration & Corporate Services/Designate shall meet with the Union and the Employee to discuss the grievance and shall render their decision, in writing, within seven (7) days of the meeting being held.

Should satisfactory resolution of the matter not be achieved it may be submitted to Arbitration.

Step 4 – Arbitration

As per applicable Alberta legislation, the following will apply:

(a) Within thirty (30) days of receiving the decision of the Assistant Vice President, Administration & Corporate Services//Designate, the Union shall notify the Employer in writing of its intention to submit the grievance to arbitration; and shall include a list of three (3) suggested arbitrators to act as a Sole Arbitrator. The Employer shall, within ten (10) days of receipt of such notice, notify the Union of agreement to one (1) of the suggested arbitrators or provide a list of three (3) alternate arbitrators. Where the parties cannot agree on the Sole Arbitrator, either party may request that Alberta Mediation Services make the appointment.

(b) Notwithstanding the foregoing provision respecting the engagement of a Sole Arbitrator, if the parties agree, a Board of Arbitration shall be chosen to act in the same capacity and having the same powers as a Sole Arbitrator. The Union shall inform the Employer of the Union's nominee to the Arbitration Board within thirty (30) days of receiving the decision at Step 3. The Employer shall, within ten (10) days of receipt of such notice, notify the Union of the Employer's nominee to the Arbitration Board.

The two (2) nominees shall, within ten (10) days, appoint a third person who shall be the Chair of the Arbitration Board. If the two (2) nominees fail to agree upon a Chair within the time limits, the Chair shall be appointed by the Director of Mediation Services for the Province of Alberta.

(c) The Sole Arbitrator, or Arbitration Board, shall hear and determine the difference and shall issue an award in writing. The decision of the Sole Arbitrator or the majority of the Arbitration Board shall be final and binding upon the parties and upon the Employee(s) affected by it. When there is no majority decision, the decision of the Chair shall be the decision of the Board.

(d) Either party, within five (5) days from receipt of the decision, may apply to the Sole Arbitrator or Chair of the Arbitration Board to reconvene for purposes of clarifying the decision.

(e) Each of the parties to the Agreement shall bear the fees and expenses of their own nominee and witnesses, and the fees and expenses of the Sole Arbitrator or Chair shall be shared equally between the parties.

10.05 Employees alleging dismissal or suspension without just cause may commence their grievance at Step 2, within ten (10) days of occurrence.

10.06 At any stage of the Grievance Procedure, including Arbitration, the parties may have the assistance of the Employee or Employees concerned as witnesses. All reasonable arrangements will be made to permit conferring parties or the Arbitrator to have access to any part of the care centre to view any working conditions, which may be relevant to the settlement of the grievance.

10.07 The time limits specified throughout the Steps may be extended by mutual consent in writing between the Union and the Employer.

10.08 Should the Employer or the Union fail to comply with any time limits in the grievance procedure, the grievance will be considered conceded by the party failing to meet their time limit unless the parties have mutually agreed, in writing, to extend the time limits.

10.09 Union Policy Grievance

Where a dispute involving the question of general application or interpretation occurs affecting more than one (1) Employee, the Union may proceed on a policy grievance at Step 2 providing the Union initiates the policy grievance within twenty (20) days of the date the Union became aware of, or reasonably should have become aware of, the occurrence.

10.10 Employer Policy Grievance

The Employer may institute a grievance consisting of an allegation of a general misinterpretation or a violation by the Union or any Employee of this Agreement.

The grievance shall be submitted to the Union President/Designate with a copy sent to the National Representative within twenty (20) days of the date the Employer became aware of, or reasonably should have become aware of the occurrence. The Union shall respond in writing within five (5) days after receiving the grievance. Failing settlement, the grievance may be referred to Step 4; it being understood that the Employer is the grievor.

10.11 The Union and Employer agree that in the event of either a Union or Employer policy grievance that resolution will be pursued in good faith and there will be no disruption to the day-to-day operations of the workplace.

ARTICLE 11 - PROBATIONARY EMPLOYEES

11.01 A newly hired Employee must successfully complete a probationary period of five hundred and twenty (520) hours or six (6) months, whichever is shorter.

11.02 On or before the expiry date of the probationary period, the Employer will advise the Employee of their decision to:

(a) confirm the Employee's appointment to the position as they have successfully completed the probationary period, or

(b) extend their probationary status for a further period, up to a maximum of five hundred and twenty (520) hours worked, and advise the Union accordingly, or

(c) dismiss the Employee if they are determined by the Employer to be unsatisfactory without:

(i) notice; or

(ii) termination pay (except as may be required by the provisions of the *Alberta Employment Standards Code*)**.**

Probationary Employees shall not have recourse to the grievance procedure set out in the Collective Agreement or the code, with respect to such termination.

11.03 A probationary Employee who becomes the successful applicant for a different job classification is required to complete a new probation period of five hundred and twenty (520) worked hours or less, commencing from the start date of the new job classification and the Union shall be so advised. Prior to the transition to a new job classification, the probationary employee may be required to go through an additional interview process as outlined in Article 13.10.

11.04 Probationary Employees who transfer from one Intercare facility to another in the City of Calgary will be required to commence a new probationary period of five hundred and twenty (520) worked hours or less, from the date of transfer and the Union shall be so advised.

ARTICLE 12 - SENIORITY

12.01 Seniority is defined as the length of continuous employment with the Employer since the date of last hire.

For the purpose of computing seniority, Employees will progress within their classification on the basis of one thousand nine hundred and fifty (1950) hours paid being equivalent to one (1) year and so on.

Employees will continue to accrue seniority during:

(a) Periods of sick leave, paid for by the Employer;

(b) Leaves of absence with pay;

(c) Bereavement leave;

(d) Jury duty;

(e) Paid vacations;

(f) While on Union leave of absence.

12.02 An up-to-date seniority list shall be sent to the Union in December and June of each year. One seniority list comprised of all Intercare-operated care centres covered by this Agreement will be created and will indicate the Union member's names alphabetically according to each job classification. The Employer will also provide the Union with a current organizational chart.

12.03 Upon three (3) days' written notice (excluding Saturdays, Sundays and Statutory Holidays) to the Human Resources Department, located at the Employer's Corporate Office, an Employee will be provided with their current seniority status.

12.04 Seniority status, once acquired, will be lost only for the following reasons:

(a) Voluntary resignation;

(b) Discharge for cause;

(c) Lay-off in excess of twelve (12) months;

(d) Failure to signify intention to return to work within three (3) calendar days of the receipt of the notice of recall, which shall be in writing addressed to the last known address of the Employee according to the records of the Employer, or failure in fact to return to work within a further five (5) calendar days of such signification, except when an Employee is required to give up to two (2) weeks' notice to another Employer. An Employee who so fails shall forfeit any claim to re-employment;

(e) Absence from work without leave of absence being granted by the Employer, or an explanation being given which is reasonable in the circumstances;

(f) Engaging in gainful employment while on a leave of absence, unless otherwise agreed to by the Union and the Employer.

12.05 Seniority status, once acquired, will be retained for absence occasioned by illness up to and including a maximum of twenty-four (24) months.

12.06 Employees that successfully post into temporary out of scope positions, not to exceed twenty-four (24) months, will have their seniority frozen until their return to their former positions. Seniority will not accrue during the period in which the Employee is working in the out of scope positions.

ARTICLE 13 - PROMOTIONS, TRANSFERS, AND VACANCIES

13.01 The Employer undertakes the responsibility of posting all job vacancies under the Internal Job Posting section of its website for staff to access at any time. Such posting shall remain posted on the Employer's website for a period of no less than eighty-eight (88) hours and shall outline the qualifications, rate of pay, Line Number, the department concerned and indicate the date and time of posting. Employees will be required to complete and remit an Internal Job Posting application through the Employer's website prior to the Job Posting closing date.

13.02 In filling posted positions, the qualified applicant with the highest seniority from any Intercare-operated care centre covered by this Agreement shall fill the vacancy, regardless of the care centre where the vacancy exists. The successful applicant shall maintain all seniority rights, benefits and increments in the event they should need to move from one care centre to another to fill the vacancy. The Union and Employer will mutually agree on the required qualifications for vacancies with the Employer's specialized and dementia-focused units, programs, and Butterfly Model households.

Employees who have active disciplinary Unpaid Suspension, Last Chance Agreement or two (2) or more Written Warning letters (including Attendance Management) on file as per Article 33 will be ineligible from applying for temporary and/or permanent internal postings at any Employer facility under this Agreement other than the facility in which they hold their current permanent and/or casual status. For those Employees working at more than one (1) of the Employer's facilities covered under this Agreement, the home facility will be deemed as the one in which they hold a permanent position.
Internal applications for temporary positions will have no impact / recourse on an Employee's opportunity to apply for permanent positions and vice versa.

<u>Temporary Internal Job Postings</u>

For all Employees, a limit of one (1) successful temporary application per twelve (12) month period will apply except where a higher temporary FTE position becomes available within the twelve (12) month period for which the individual wishes to apply. Should the Employer facility where the temporary posting has been posted be in an AHS-confirmed Outbreak, only those Employees currently working at that facility will be eligible for the posting. Furthermore, any Employee working at an Employer facility that is in an AHS-confirmed Outbreak will be ineligible to apply for a temporary posting at another Employer facility.

Casual Employees in temporary positions will have the twelve (12) month period waived should the temporary position end prior to the twelve (12) month period and upon return to casual status. The twelve (12) month period will not be waived should

the Employee elect to leave their temporary position prior to its end date. Successful applicants for temporary positions will not waive their right to apply for any permanent internal postings that they are qualified for.

Successful internal applicants for temporary positions cannot win another temporary position, regardless of the FTE, for a six (6) month period commencing on the date in which the awarded posting closed. Casual Employees in temporary positions will have the six (6) month period waived should the temporary position end within six (6) calendar months and upon the Employee's return to casual status. The six (6) calendar month period will not be waived should the Employee elect to leave their temporary position prior to its end date.

In order to promote Employee advancement and opportunity, Employees changing job classifications (i.e. Residential Services to HCA, HCA to LPN) and applying for internally posted temporary positions for which they are qualified will be exempt from the waiting periods outlined above.

Permanent Internal Job Postings

For all Employees, a limit of one (1) successful permanent application per twelve (12) month period will apply except where a higher FTE permanent position becomes available within the twelve (12) month period for which the individual wishes to apply.

In order to promote Employee advancement and opportunity, Employees changing job classifications (i.e. Residential Services to HCA, HCA to LPN) and applying for internally posted permanent positions for which they are qualified, will be exempt from the waiting periods outlined above.

13.03 Temporary Internal Job Postings

Once an Employee has been offered a temporary internal posting, they will be given up to forty-eight (48) hours to verbally accept or decline the position. If the Employee accepts the position, their decision will be final and they will not have the ability to return to their previous rotation.

Permanent Internal Job Postings

Once an Employee has been offered a permanent internal posting, they will be given up to forty-eight (48) hours to verbally accept or decline the position. If the Employee accepts the position, their decision will be final and they will not have the ability to return to their previous rotation.

13.04 The Employer has the right to temporarily fill a vacancy as it sees fit during the posting period and up to the time an appointment is made. No grievance may be filed concerning such temporary arrangements until a selection has been made. An appointment shall be made within fourteen (14) calendar days of the end of the posting period unless the Employer has given the Union written notice that it intends to postpone or not fill the vacancy.

13.05 Successful applicants for new internal job postings will be required to commence the rotation they have been awarded on the start date identified on the posting and/or on a later date specified by the Employer. More specifically, if an employee is working in a temporary line and they win a permanent position, they will be required to vacate the temporary posting and start the permanent position on the date identified on the posting or as directed by the Employer. Employees unable to commence a new rotation at the specified time will be unable to accept it and the next most qualified internal applicant will be offered the opportunity. Exceptions will be made for permanent positions if an Employee is currently off on an approved Leave of Absence (ie. medical or parental leave). In addition, those who may need up to two (2) weeks to make necessary childcare arrangements prior to commencing a new rotation will also be considered by the Employer on an exception basis when requested.

13.06 If no applications are received by completion of the posting time, the Employer may fill the vacancy at its discretion.

13.07 All applicants shall be informed of the successful applicant of the posting via the Union bulletin board at the Care Home and the Virtual bulletin board accessible through Intercare's HRIS, with a copy going to the Union.

13.06 Other than probationary Employees, all other Employees transferring from one Intercare facility to another covered under this Collective Agreement shall retain any accumulated seniority, benefits and increments.

13.07 The Employer, at its sole discretion based on the overall operational needs of each Unit within a Care home, may require Employee(s) to work in a different job classification, on a different unit, or a different area within their assigned unit for one (1) shift or more. With the exclusion of new hires working orientation shifts, it is understood that, unless an Employee on the Unit volunteers to do so, the least senior Employee on the Unit will be the transferred Employee, should the need arise. Failure to comply with the directive given by the Supervisor/designate will result in the Employee being sent home without pay for the balance of the shift and will be considered insubordination and subject to progressive discipline.

Maintenance Employees may be assigned to any Employer facility (Brentwood, Southwood, Chinook) and may be transferred to another facility without notice.

Employees who are required to work in a different job classification shall receive their current rate of pay or the appropriate rate of pay for the different classification whichever is the greater, for all hours worked in that classification.

13.08 (a) When a regular Employee is the successful applicant for a different job classification, they will receive the appropriate rate of pay for the new job classification. This will be determined by the hours worked in the new job classification, not hours worked previously in other job classifications.

(b) When a regular Employee is the successful applicant for the same job classification in another Intercare facility, they will receive the same rate of pay as they were earning prior to the transfer.

13.09 Employees wishing to transition to a different job classification from which they had been hired by the Employer, and are qualified to perform, will be required to complete an interview process and will not be automatically guaranteed employment in the new classification. If successful in transitioning to the new job classification, when an Employee in one job classification is the successful applicant for a different job classification, they will be considered on a trial period in their new job classification for three hundred (300) hours worked commencing from the start date of the new job classification.

Furthermore, if a qualified Employee working on a non-Specialized or non-Dementia-focused Unit is the successful applicant to work on a Specialized Unit (i.e. Hospice, Brain Injury, Behaviour Support), Dementia-focused Unit or Butterfly Model of Care Unit, they will be considered on a trial period on their new Unit for three hundred (300) hours worked commencing from the start date on the Unit. During this trial period, the Employee may choose to return, or the Employer may direct the regular Employee to return to an equivalent position / Unit to their former position / Unit and basic rate of pay without loss of seniority. On or before the expiry date of the trial period, the Employer will advise the Employee of their decision to extend their probationary status for a further period up to a maximum of three hundred (300) hours worked and advise the Union accordingly.

ARTICLE 14 - BULLETIN BOARDS

14.01 The Employer agrees to supply and make available to the Union, for the posting of seniority lists and Union notices, at least one (1) bulletin board at each facility in such a place so as to inform all Employees in the bargaining unit of the activities of the Union.

ARTICLE 15 - LEAVE OF ABSENCE

15.01 An Employee may be granted a leave of absence without pay for a period of time not to exceed two (2) months, for personal reasons provided that such leave may be arranged without undue inconvenience to the normal operations of the care centre.

Except in emergencies, written applications for leave of absence must be made at least four (4) weeks in advance of such leave. Requests for an emergency leave of absence shall not be unreasonably denied. However, the Employee may be required to provide reasonable evidence of such an emergency.

Except in the cases of emergency, a leave of absence will not be approved between July 1st - August 31st and December 1st - January 15th. The Employer will not reasonably deny such requests; however, the Employer may require documentation supporting the nature of the emergency.

15.02 The following rules will apply to any Employee who is granted a leave of absence:

(a) For all approved leave of absence requests that are equal to or greater than five (5) shifts in duration, Employees will be required to utilize all accrued vacation hours prior to having these shifts coded as an unpaid LOA.

(b) Employees who are on a leave of absence will not engage in any new gainful employment with any other Employer while on such leave, unless otherwise agreed by the Union and the Employer. Any Employee who engages in gainful employment while on a leave of absence will forfeit all seniority rights and privileges contained in this Agreement.

(c) Any Employee who has been granted a leave of absence of any kind and overstays their leave, except in emergency situations, shall be considered to have terminated their employment without notice. The Employer may require documentation supporting the nature of the emergency.

(d) To qualify for a leave of absence as stipulated in Article 15.01, the Employee must have completed one thousand nine hundred and fifty (1950) hours worked with the Employer as defined in Article 12.01. Permanent and Temporary Employees granted a leave of absence with fewer than one thousand nine hundred and fifty (1950) hours worked will forfeit their line and transition to casual status. Casual Employees do not qualify for leaves of absence.

(e) No Employee on a leave of absence, as stipulated in Article 15.01 will accumulate seniority, sick leave credits, salary increases, vacation credits or statutory holidays. Seniority established at the point of leave will be reinstated upon return to work.

(f) The Employer will make no payments towards Intercare's Group Benefit Plan during such leave, except for the health-related portion of maternity leave. Unless an Employee has benefit coverage elsewhere the Employee must continue their coverage in the above-mentioned plan by paying the full cost of the premiums to the Employer and the Employer will make payments to the respective carrier. The Employee must complete a "Pre-Authorized Payment Form", providing Intercare with the authorization to have the full monthly premium deductions taken directly from the Employee's bank account on a monthly basis for the duration of the leave of absence.

(g) Where payment from an Employee on an approved leave of absence for Health benefits coverage continuation is not received or is overdue, the Employee must make the required payment within fourteen (14) calendar days. If payment is not received, benefits will be terminated on the effective date of the leave.

(h) All requests for leave of absence must be submitted to the Employee's supervisor/designate for final approval.

15.03 Educational Leave

At the sole discretion of the Employer, an Employee may be granted a leave of absence without pay for a period of time not to exceed twelve (12) months, to attend an educational program that aligns to a job classification with available opportunities with the Employer. In addition to 15.02, a minimum of four (4) weeks written notice is required, with supporting documentation, including program dates on a formal admission document, must be submitted to the Employer as part of the leave request. During the Employee's unpaid educational leave, they may work as a Casual Employee with the Employer without adversely affecting their reinstatement to the position from which they are on leave.

ARTICLE 16 - MATERNITY AND PARENTAL LEAVE

Unless otherwise specified within this Collective Agreement, all other matters pertaining to the maternity and parental leave will be referenced against current provincial legislation governing maternity and parental leave.

16.01 Maternity Leave

Maternity Leave without pay will be up to sixteen (16) weeks or as per applicable legislation through Employment Standards, whichever is greater. It shall be granted subject to the following conditions:

(a) Except for the health-related portion of the Employee's maternity leave, such leave shall be considered voluntary and without pay.

(b) The Employee must have at least ninety (90) days' continuous service with the Employer prior to the beginning of their maternity leave, or as per applicable legislation through *Employment Standards*, whichever is greater.

(c) The Employee shall make written application for maternity leave, giving a minimum of four (4) weeks' notice and shall provide a medical certificate certifying they are pregnant and giving the estimated date of delivery.

(d) Maternity leave shall commence no earlier than thirteen (13) weeks immediately preceding the estimated date of delivery.

(e) The Employer shall be given at least four (4) weeks' written notice of the Employee's intention to return to work. The Employer will reinstate the regular Employee in the same classification held by them immediately prior to taking maternity leave at the same basic rate of pay. Should this requirement of return to work not be given to the Employer, the position held shall be considered abandoned.

(f) If a medical condition arises as a result of pregnancy and subsequent delivery as evidenced by medical certificate, they may apply for health-related benefits subject to Article 29.

16.02 The Employer may require an Employee to provide a medical certificate indicating their general condition during pregnancy.

16.03 Parental Leave

Parental Leave without pay of up to sixty-two (62) weeks shall be granted to an Employee who meets one of the following criteria:

- the birth parent (immediately following maternity leave); or
- the other parent; or
- an adoptive parent.

Parental leave shall be granted subject to the following conditions:

(a) The Employee's parental leave shall be considered voluntary and without pay.

(b) The Employee must have at least ninety (90) days' continuous service with the Employer prior to the beginning of their parental leave, or as per applicable legislation through Employment Standards, whichever is greater.

(c) The Employee shall make written application for parental leave, giving a minimum of four (4) weeks' notice and shall provide the anticipated start and end dates. The Employer may request a medical certificate confirming pregnancy, estimated date of delivery, or date of adoption.

(d) Parental leave can start any time after the birth or adoption of a child but must be completed within seventy-eight (78) weeks of the date the baby is born or placed with the parent, or as per applicable legislation through Employment Standards, whichever is greater.

(e) The Employer shall be given at least four (4) weeks written notice of the Employee's intention to return to work. The Employer will reinstate the regular Employee in the same classification held immediately prior to taking parental leave at the same basic rate of pay. Should this requirement of return to work not be given to the Employer, the position held shall be considered abandoned.

(f) If the Employer employs both parents of a child, the Employer is not required to grant leave to both Employees at the same time.

ARTICLE 17 - LEAVE OF ABSENCE FOR UNION BUSINESS

17.01 The Employer shall grant Leave of Absence without pay to Employees to attend Union conventions, seminars, education classes, or other Union business. In making application for Leave of Absence for Union business, it is understood the Leave shall be for no longer than a one (1) week period [seven (7) calendar days] and will not be requested on more than ten (10) occasions for Executive Members and three (3) occasions for regular members in one (1) calendar year. Where Leave of Absence for Union Business is requested, it is understood that the Union will not request Leave of Absence for more than two (2) Employees from any one (1) care centre at one (1) time, providing that such Leave will not be requested for more than one (1) Employee per department of any one (1) care centre. The Employer shall continue to pay the normal pay and benefits of Employees on approved Union Leave and, subsequently, bill the Union for that cost; the Union shall forthwith reimburse the Employer.

In the event that an Employee becomes a full-time official of the Union, they shall be granted leave of absence for the purpose of carrying out the duties of their office and shall retain their seniority in their department as if they had remained in continuous employment therein. They shall have the right, at any time, upon giving one (1) months' notice, to return to their previous position or to such other position to which they may be promoted by reason of seniority and ability.

ARTICLE 18 - BEREAVEMENT LEAVE

18.01 When a death occurs in the immediate family of an Employee, the Employee shall be granted paid bereavement leave of not more than three (3) consecutive calendar days, with one (1) of those days including the day of the funeral or death. Pay for such leave is limited to days actually missed from work per the Employee's scheduled working days.

18.02 It is agreed that immediate family shall mean the following members of an Employee's family or the family of their spouse, including common-law spouse: spouse, child, parent, grandparent, grandchild, sibling, or guardian. A common-law spouse shall mean a person who has cohabited continuously for a period of not less than one (1) year.

18.03 Bereavement leave shall be extended by up to two (2) additional calendar days if travel out of province is necessary for the purpose of attending the funeral. A maximum of one (1) of these travel days, if the Employee is scheduled to work, will be paid leave. Pay for such leave is limited to days actually missed from work, per the Employee's scheduled working days. At the time of bereavement leave notification; the Employer may request reasonable evidence of travel out of province.

18.04 For all other family members not identified in 18.02, but named in Employment Standards, the Employer will grant the Employee with an approved unpaid Leave of Absence should they require time off. The length of leave will align with Employment Standards Bereavement Leave.

ARTICLE 19 - JURY AND WITNESS DUTY

19.01 An Employee who is subpoenaed by the Crown for jury duty or as a witness for the Crown, shall not lose any pay because of such service, provided the amount paid for such service is repaid by the Employee to the Employer within thirty (30) calendar days. The Employee must present proof of service and shall notify the Employer immediately upon receipt of notification that the Employee has been subpoenaed by the Crown.

ARTICLE 20 - COMPASSIONATE CARE LEAVE

20.01 An Employee who is deemed the primary caregiver of a terminally ill relative (as outlined by *Alberta Employment Standards*) will be entitled to compassionate care leave benefits to give care or support to a seriously ill family member who is at risk of death within twenty-six (26) weeks or as per applicable legislation through Employment Standards, whichever is the greater benefit to the Employee. The ill family member is not required to live in Alberta.

20.02 To be eligible for the unpaid leave, the Employee must have worked for the Employer for a minimum period of ninety (90) consecutive days, or as per applicable legislation through *Employment Standards*, whichever is the greater benefit to the Employee.

The maximum amount of Compassionate Care Leave which may be taken is twenty-seven (27) weeks. The Employee may break down the twenty-seven (27) weeks of leave into multiple segments of no less than one (1) week periods in time. This will remain in effect or applicable legislation through Employment Standards, whichever is the greater benefit to the Employee.

Compassionate Care Leave ends when the earliest of one of the following occurs:

- the last day of the work week in which the family member dies
- the twenty-seven (27) weeks of compassionate care leave ends, or
- the last day of the work week in which the employee ceases to provide care or support to the seriously ill family member.

20.03 An Employee requesting Compassionate Care Leave must give the Employer a minimum of two (2) weeks' notice and certificate issued by the physician who is caring for the ill family member, outlining the significant risk that the family member will die within twenty-six (26) weeks and requires the care or support of one (1) or more family members, in order to support the Leave.

An Employee must provide a minimum of one (1) weeks' notice of the date they will return to work unless the Employer and the Employee agree otherwise. If the Employee fails to provide the Employer with one (1) weeks' written notice of the return to work date, the Employer may postpone the Employee's return to work to allow for the minimum one (1) week period to be followed. The Employee will remain on Compassionate Care Leave until such time that they have returned to work. This will remain in effect or applicable legislation through *Employment Standards*, whichever is the greater benefit to the Employee.

20.04 If more than one (1) Employee who is employed by the Employer is entitled to Compassionate Care Leave with respect to the same family member, the Employer is not required to grant the leave to more than one (1) employee at a time.

20.05 Article 15.02 (b), (e), and (f) will apply for all Employees on Employer approved Compassionate Care Leave.

ARTICLE 21 - OTHER UNPAID LEAVES OF ABSENCES

All other unpaid Leaves of Absences from the Employer will be addressed and align with applicable *Alberta Employment Standards* legislation, included but not limited to the following:

(i) Personal and Family Leave

(ii) Long Term Injury & Illness Leave

(iii) Domestic Violence Leave

(iv) Citizenship Ceremony Leave

(v) Death or Disappearance of Child Leave

(vi) Critical Illness of a Child Leave

Should the Employee require time off in excess of *Employment Standards*, the Employer will consider same on a case-by-case basis. The Employee will require proof of the situation in the form of a note from a physician, therapist, an attending police officer, or a crisis unit supervisor and regular updates will be required to be provided from the Employee to the Employer for any extensions greater than one (1) week.

ARTICLE 22 - HOURS OF WORK

22.01 Employees are required to use the Employer's Biometric Hand Reader, or upon implementation of Intercare's new Payroll platform (UKG), Facial Recognition device at the beginning and end of each shift to ensure they are accurately paid for their hours worked. Failure to follow this expectation and/or complete a Payroll Hand Discrepancy Form with the Supervisor/designate approved sign off on the actual date the Employee worked may result in the Employee not being paid for the shift.

Given the primary responsibility of ensuring the safety and wellbeing of the residents at all times, including shift transition, Employees are required to be on their scheduled unit or in their assigned department no later than their scheduled shift start time and leave their scheduled unit or assigned department no earlier than their scheduled shift end time.

22.02 The hours of work for regular full time Employees, exclusive of meal times, shall be seven point five (7.5) hours (seven point seven five [7.75] hours for LPNs) per day and seventy-five (75) hours (seventy-seven point five [77.5] hours for LPNs) per two (2) week pay period or an equivalent mutually agreed to by the Employer and the Union.

22.03 (a) The Employer may implement regular full-time and part-time positions for all Union classifications with a shift schedule comprised of consecutive weekends of work. The Employer will make every reasonable effort to schedule regular Union Employees such that they receive one weekend off every three weeks.

(b) Regular part-time Employees will not normally be scheduled to work more than six (6) consecutive days with each shift being less than or equal to seven point five (7.5) hours (seven point seven five [7.75] hours for LPNs).

(c) Regular full-time Employees will not normally be scheduled to work more than five (5) consecutive days.

(d) Days off each week shall be consecutive as far as possible governed by the efficient operation of the care centres.

22.04 Master shift rotations covering a six (6) week period shall be posted no later than two (2) weeks in advance of their effective date. Requests by Employees for a specific day off must be submitted to their immediate Supervisor at least one (1) week prior to the posting date of the six (6) week schedule during which the day off will occur. If the above process is not met by the Employee, the Employer reserves the right to deny the request. Except for casual shifts, once schedules have been posted, no changes will be made by either party without mutual agreement.

22.05 (a) <u>All Employees except Food Service Employees:</u>

The Employer agrees to schedule hours so there shall be a minimum of twelve (12) consecutive hours off duty between the completion of one (1) shift and commencement of the next, except for the Employees working in the Food Services departments**.**

(b) <u>Food Services Employees:</u>

The Employer agrees to schedule hours so there shall be a minimum of eleven (11) consecutive hours off duty between the completion of one (1) shift and commencement of the next.

22.06 When the change from standard time to daylight savings time, and vice versa occurs, Employees will be paid for the actual hours they work during their scheduled shift. The night that daylight savings ends in November, all hours worked will be paid as per Article 23.02 (a)(i), at regular time. Overtime will not be incurred.

22.07 Lunch or Meal Periods

An unpaid meal period of thirty (30) minutes shall be provided for all Employees working a scheduled shift that is in excess of five (5) hours in duration and such meal period shall be uninterrupted except in the case of emergency. Proper facilities will be provided for Employees who bring their own lunch and locker facilities will be provided.

22.08 Relief Periods

Employees will be allowed fifteen (15) minute relief periods without reduction in pay and without increasing the regular working hours, as follows:

SHIFT DURATION	RELIEF PERIOD
Less than seven point seven five (7.75) hours	1
Equal or greater than seven point seven five (7.75) hours, but less than twelve (12) hours	2

22.09 Regular Employees hired prior to January 1, 1998, who are currently working a fixed shift (i.e., only nights, only days or only evenings), shall remain on their fixed shift; unless otherwise mutually agreed between the Employer and the Employee. The Employer may temporarily place such Employees on a rotating shift in cases of emergency, training, orientation, modified work duties, or to address performance concerns.

22.10 Weekend Premiums will be paid at the rate of three dollars and twenty-five cents ($3.25) per hour for all hours worked between 2300 Friday to 0700 Monday.

Evening Premiums will be paid at the rate of two dollars and twenty-five cents ($2.25) per hour for all hours worked between 1500 – 2300 hours.

Night Premiums will be paid at the rate of three dollars ($3.00) per hour for all hours worked between 2300 – 0700 hours.

22.11 Employer In-Service

The Employer will identify specific in-person and online in-service sessions as being compulsory for Employees as determined by all applicable regulatory and licensing bodies, standards, legislation and Employer-specific programs and initiatives. The Employer will post a list of compulsory in-service on a quarterly basis. The Employer reserves the right to amend the posted quarterly in-service list as needed and/or required. Those required to attend such sessions during their non-scheduled work time, shall be paid at the applicable rate of pay for the duration of the in-service session. For those compulsory in-service sessions of a full day duration or longer where the Employee is attending on their day off, the Employee will be paid the applicable rate of pay for the day.

The cost of materials and tuition for an in-service session offered by the Employer shall be paid for by the Employer for those Employees whose attendance is compulsory. Staff refusing to attend or complete a compulsory in-service session without prior approval from the Employer will be immediately placed on an unpaid leave of absence until they have arranged and received the necessary in-service education.

ARTICLE 23 - OVERTIME

23.01 The Employer shall determine when overtime is necessary and for what period of time it is required. All overtime must be authorized by the Team Leader/Designate.

23.02 (a) The rate of one point five times (1.5x) the basic rate of pay will be paid for authorized overtime as follows:

(i) All hours in excess of seven point five (7.5) hours (seven point seven five [7.75] hours for LPNs) in any one day, excluding those hours in a rotation exceeding seven point five (7.5) hours [seven point seven five (7.75) hours for LPNs] in any one day that have been mutually agreed to by the Union and the Employer and excluding the resultant additional hour from Daylight Savings Time conversion on Mountain Standard Time.

(ii) All hours in excess of seventy-five (75) hours [seventy-seven point five (77.5) hours for LPNs] in a two week pay period.

(iii) When a regular full-time Employee is called to work on their assigned day off. Employer-approved Mutual Shift Exchanges do not apply.

(b) With the exception of Employer-approved Mutual Shift Exchanges, the rate of one point five times (1.5x) the basic rate of pay will be paid for authorized overtime as follows:

(i) All hours exceeding six (6) consecutive days without a day off for part time Employees.

(ii) All hours exceeding five (5) consecutive days off without a day off for full time Employees.

(iii) When 23.02 (b)(i) or 23.02 (b)(ii) occurs, the Employer has the right to schedule an alternate unpaid day off for the Employee in order to minimize the number of consecutive days worked and to help ensure a work – life balance. The Employer will work with the Employee to find a mutually agreeable date for their scheduled day off. This is with the understanding that the scheduled day off is within no more than two (2) calendar days immediately following the shift where overtime is incurred.

(c) The rate of two times (2x) the basic rate of pay will be paid for authorized overtime when any Employee has already worked a full shift [seven point five (7.5) hours / seven point seven five (7.75) hours for LPNs] and is requested to work a further full shift [seven point five (7.5) hours / seven point seven five (7.75) hours for LPNs], totaling fifteen (15) [fifteen point five zero (15.50) for LPNs] consecutive hours of work.

23.03 When Employees are called back to work after leaving the care centre premises upon completion of their shift, such Employees will receive a minimum of two (2) hours pay at straight time rates or actual hours worked at two times (2x) the Employee's regular rate of pay, whichever is the greater. It is understood that this provision shall not apply in the case of Employees required to work immediately prior to the commencement of their regular shift. This clause is not applicable to casual Employees.

ARTICLE 24 - WAGES

24.01 Wages shall be paid in accordance with Schedule "A", attached to and made part of this Agreement.

ARTICLE 25 - MINIMUM REPORTING ALLOWANCE

25.01 If an Employee reports for work at the regularly scheduled time for the Employee's shifts, the Employee will be entitled to a minimum of four (4) hours pay at not less than the Employee's regular rate, unless previously notified by the Employer to the contrary, either verbally or by notice on the bulletin board or by message left at the Employee's residence, provided, that, if requested by the Employer, the Employee shall perform a minimum of four (4) hours of such available work as the Employer may assign at the Employee's regular rate of pay or such higher rate as may apply to the assigned work; provided further, that this section shall not apply in the case of any labor dispute or emergency such as fire or power shortage which prevents the operation of the care centre, nor shall it apply to Employees returning to work without notice after leave of absence.

ARTICLE 26 - PAY DAY

26.01 The Employer agrees that wages shall be paid on every 2nd Thursday by direct deposit into the Employee's account at a major banking institution of the Employee's choice. The Employee will have access to a statement of earnings by no later than the Wednesday preceding payday**.**

26.02 Should the Employer issue an Employee an overpayment of wages and or entitlements, then the Employer may make the necessary monetary or entitlement adjustments and take such internal administrative action as is necessary to correct such errors. The Employer shall notify the Employee in writing that an overpayment has been made and discuss the repayment options. By mutual agreement between the Employer and the Employee, repayment arrangement shall be made. In the event mutual agreement cannot be reached, the Employer shall recover the overpayment by deducting up to twenty percent (20%) of the Employee's gross earnings per pay period.

ARTICLE 27- NAMED HOLIDAYS

27.01 The following days shall be recognized as paid holidays:

New Year's Day	Labour Day
Family Day	National Day for Truth and Reconciliation*
Good Friday	Thanksgiving Day
Victoria Day	Remembrance Day
Canada Day	Christmas Day
August Civic Holiday	Boxing Day

* Effective September 30, 2023

27.02 Regular Full-Time Employees

(a) Regular full-time Employees shall be paid at one point five times (1.5x) the basic rate of pay for all regularly scheduled hours worked on a Named Holiday.

(b) Regular full-time Employees shall be entitled to a day off with pay on or for a Named Holiday**,** up to a maximum of seven point five (7.5) hours [seven point seven five (7.75) hours for LPNs] provided they have:

(i) worked for the Employer thirty (30) days prior to the Named Holiday, or as per applicable legislation through Employment Standards, whichever is greater, and

(ii) they work their scheduled shift immediately prior to and immediately following the holiday except where the Employee is absent with the consent of their Employer or due to illness as confirmed by a medical certificate, if required by the Employer, and

(iii) worked on the Named Holiday when scheduled or required to do so, and

(iv) An Employee will be entitled to schedule up to two (2) float Named Holiday days off with pay per calendar year at their discretion, provided the Employer is able to approve the requested day(s) off. Effective the 2023 calendar year, an Employee will be entitled to schedule up to three (3) float Named Holiday days off with pay per calendar year at their discretion, provided the Employer is able to approve the requested day(s) off. Should

an Employee not receive their full entitlement of Named Holidays days off with pay in within a given calendar year, the Employer will payout any Named Holiday days owing on the first full pay period in January of the next calendar year. Should an Employee schedule any or all of these float days off and subsequently terminates employment for any reason prior to the end of a calendar year, the Employee may be required to pay back all or a portion of the float days off paid to them. This amount will be deducted from the Employee's final pay cheque.

27.03 Regular Part-Time Employees

(a) Regular part-time Employees shall be paid at one point five times (1.5x) the basic rate of pay for all hours worked on a Named Holiday.

(b) Part-time Employees shall receive statutory holiday benefits on a proportionate basis**,** up to a maximum of seven point five (7.5) hours [seven point seven five (7.75) hours for LPNs] according to time worked provided:

(i) they have worked for the Employer thirty (30) days prior to the Named Holiday or as per applicable legislation through Employment Standards, whichever is greater, and

(ii) they work the scheduled shift immediately prior to and immediately following the holiday except where the Employee is absent with the consent of their Employer or due to illness as confirmed by a medical certificate, if required by the Employer, and

(iii) works on the Named Holiday when scheduled or required to do so.

The pro-rated entitlement shall be calculated based on the hours worked during the two (2) pay periods immediately preceding the pay period in which the day off with pay occurs, as compared to full-time hours of work in the two previous pay periods. The pro-rated entitlement shall not exceed seven point five (7.5) hours [seven point seven five (7.75) hours for LPNs] for all employees.

An Employee will be entitled to schedule up to two (2) float Named Holiday days off with pay per calendar year at their discretion, provided the Employer is able to approve the requested day(s) off. Effective the 2023 calendar year, an Employee will be entitled to schedule up to three (3) float Named Holiday days off with pay per calendar year at their discretion, provided the Employer is able to approve the requested day(s) off. Should an Employee not receive their full entitlement of Named Holidays days off with pay in within a given calendar year, the Employer will payout any Named Holiday days owing on the first full pay period in January of the next calendar. Should an Employee schedule any or all of these float days off and subsequently terminates employment for any reason prior to the end of a calendar year, the Employee may be required to pay back all or a portion of the float days off paid to them. This amount will be deducted from the Employee's final pay cheque.

27.04 Casual Employees

(a) Casual Employees shall be paid at one point five times (1.5x) the basic rate of pay for all hours worked on a Named Holiday.

(b) Casual Employees shall receive Named Holiday pay on a proportionate basis, up to a maximum of seven point five (7.5) hours [seven point seven five (7.75) hours for LPNs] according to time worked provided:

(i) they have worked for the Employer thirty (30) days prior to the Named Holiday or as per applicable legislation through Employment Standards, whichever is greater, and

(ii) they work the scheduled shift immediately prior to and following the holiday, and

(iii) they have worked at least five (5) out of the previous nine (9) corresponding days to the holiday, prior to the actual holiday day [i.e., if the Named Holiday falls on a Friday, then they must have worked at least five (5) of the previous nine (9) Fridays] in accordance with the Employment Standards Code.

The pro-rated entitlement shall be calculated based on the hours worked during the two (2) pay periods immediately preceding the pay period in which the day off with pay occurs, as compared to full-time hours of work in the two (2) previous pay periods. The pro-rated entitlement shall not exceed seven point five (7.5) hours [seven point seven five (7.75) hours for LPNs] for all employees.

27.05 If one of the aforementioned holidays occurs on the Employee's day of work, regular day off or during the Employee's vacation, the Employee shall receive by mutual agreement, an additional day off, within thirty (30) calendar days of the specific Named Holiday with pay at straight time rates. Failing mutual agreement, the Employer will pay for the lieu day at straight time rates.

ARTICLE 28 - VACATION

28.01 Each regular full-time and regular part-time Employee covered by this Agreement shall receive the following vacation with pay on the basis of service, with one thousand nine hundred and fifty (1950) hours worked being equivalent to one year, as follows. Employees already in the employ of the Employer as of July 9, 1984, will retain the service already accumulated on the basis of the date of last hire, but henceforth, will accumulate service as outlined above.

Up to 2 years of service	75 hours (2 weeks)
2 years up to 5 years of service	112.50 hours (3 weeks)
5 years up to 12 years of service	150 hours (4 weeks)
12 years up to 15 years of service	187.50 hours (5 weeks)
Over 15 years of service	225 hours (6 weeks)

Vacation shall not accrue during:

(a) Any period of sick leave (paid or unpaid) in excess of thirty (30) days; or

(b) Lay off; or

(c) Leave of Absence without pay; or

(d) An absence while in receipt of Worker's Compensation Benefits.

For the purpose of calculating eligibility for vacation, the vacation year shall be the period of June 1st of any year to May 31st of the following year. Calculations of hours worked for vacation entitlement increases shall coincide with the vacation year ending May 31st.

28.02 The Union recognizes the Employer's requirements that staff be available at all times to ensure efficient operation of the care centers. The Employer will give reasonable consideration to an Employee's request for vacation dates of the Employee's choice in order of the Employee's seniority. The final right to determine vacation is vested in the Employer. Employees finalizing travel plans prior to receiving written approval from their Supervisor for their vacation request do so at their own risk and cost as their vacation request may be denied by the Employer.

Staff requesting vacation time between December 20th and January 5th will be granted on the basis of rotating schedule from year to year based on the unit that the Employee is scheduled to work. Not more than one Employee will be granted such request per unit.

Employees who have requested and received the Employers approval for vacation time during Christmas and New Year's cannot revoke the request after October 31st of the current year's vacation request.

All regular Employees must indicate their choice of vacation dates by March 1st for vacation to be taken between June 1st and November 30th of the same calendar year. Employees failing to meet this deadline and/or any Employee who fails to submit a time off request will have waived their right to their choice of vacation period over other Employees, regardless of their seniority standing. The Employer will, not later than April 15th, post a schedule of vacation for all regular Employees who have indicated their vacation preference.

All regular Employees must indicate their choice of vacation dates by August 1st for vacation to be taken between December 1st of the same calendar year and May 31st of the following calendar year. Employees failing to meet this deadline and/or any Employee who fails to submit a time off request will have waived their right to their choice of vacation period over other Employees, regardless of their seniority standing. The Employer will, not later than September 15th, post a schedule of vacation for all regular Employees who have indicated their vacation preference.

28.03 To promote work-life balance and provide as many staff as possible the opportunity to request vacation during the high-volume vacation periods, the maximum amount of vacation time that may be approved between July 1st and August 31st will be two (2) calendar weeks. The maximum number of shifts an employee can apply for will align with the FTE of their assigned rotation at the Vacation Request cutoff date identified in Article 28.02. Specifically, a full-time employee will be eligible for a maximum of ten (10) vacation days while an employee in a 0.8 FTE rotation will be eligible for a maximum of eight (8) vacation days.

28.04 (a) Vacation pay shall normally be paid to all Employees on regular bi-weekly pay days via direct deposit.

(b) Upon successful completion of an Employee's probationary period, the Employee will be entitled to apply for vacation time and use any vacation hours which have been accumulated to date.

(c) Employees will be entitled to utilize any and all vacation hours which they have accumulated to date. At May 31st of the current year, no Employee may have in excess of six (6) weeks' vacation [two hundred and twenty-five (225) hours / two hundred and thirty-two point five (232.50 for LPNs)] remaining in their outstanding vacation pool. Those Employees, who have in excess of two hundred and twenty-five (225) vacation hours (two hundred and thirty-two point five 232.50 for LPNs) at May 31st, will have the difference paid out to them in a lump sum payment on the pay period immediately following the May 31st pay period.

28.05 All vacation with pay earned in accordance with Article 28.01 shall be paid on the final pay of an Employee whose employment has ended or who has transitioned from Permanent to Casual status.

28.06 Casual Employee's shall be paid earned vacation pay on each payday. Casual Employees earn vacation pay at four percent (4%) of the Casual Employee's earnings.

28.07 Employees shall be provided with their up to date vacation entitlement accruals on each payday statement of earnings.

28.08 <u>Sick While on Vacation</u>

Should a Regular Employee demonstrate to the satisfaction of the Employer that the Employee was admitted to a hospital as an "in-patient" during the course of their vacation, the Employee shall be considered to be on sick leave for the period of the stay in the hospital and subsequent period of recovery, subject to the provisions of Article 29 - Sick Leave. The Employer may request medical documentation prior to paying sick time. Vacation time not taken as a result of such stay in hospital shall be taken at a mutually agreeable later date.

ARTICLE 29 - SICK LEAVE

Pay for sick leave is for the sole and only purpose of protecting Employees against loss of income when they are legitimately ill or unable to work due to a non-WCB compensated injury. Employees will not be able to use paid sick leave for medical absences due to a personal elective surgery that is not deemed medically necessary by a physician. Paid sick leave will be granted to regular Employees on the following basis providing sick leave credits are available. Employees reimbursed by an outside party for time lost shall reimburse their sick leave bank.

29.01 (a) After completion of the probationary period (Article 11.01) Employees shall be granted to accrue sick leave credits for personal illness from the date of employment. Such credit shall be granted on the basis of one point five (1.5) days per month [one hundred and sixty-two (162.5) hours] of service and shall be accumulative to a maximum of one hundred and twenty (120) days.

For those employees hired on or after November 17, 2017: After completion of the probationary period (Article 11.01) Employees shall be granted to accrue sick leave credits for personal illness from the date of employment. Effective February 22, 2021, such credit shall be granted on the basis of one point two five (1.25) days per month [one hundred and sixty-two point five (162.5) hours] of service and shall be accumulative to a maximum of one hundred and twenty (120) days.

(b) Regular part-time Employees shall be credited with sick leave credits on a pro-rated basis of regular hours worked.

29.02 Sick leave credits shall not accrue during:

(a) any period of sick leave (paid or unpaid) in excess of thirty (30) calendar days; or

(b) a layoff; or

(c) a leave of absence without pay.

29.03 The right to sick pay shall cease upon notice of termination of employment.

29.04 (a) Regular Employees granted sick leave shall be paid for the period of such leave at their current hourly rate of pay. The number of hours paid shall be deducted from their accumulated sick leave credits up to the total amount of the regular Employee's accumulated credits at the time the sick leave commenced.

(b) For the first three (3) incidents of sick leave in a fiscal year (April 1st - March 31st) a regular Employee granted sick leave shall be paid for the period of such leave at their current hourly rate of pay; and the number of days thus paid shall be deducted from their accumulated sick leave credits up to the total amount of the regular Employee's accumulated credits at the time sick leave commenced; and

(c) For the 4th and subsequent incidents of sick leave in a fiscal year, a regular Employee granted sick leave shall be paid for the 2nd and subsequent days of such leave at their current hourly rate of pay; and the number of days thus paid shall be deducted from their accumulated sick leave credits up to the total amount of the regular Employee's accumulated credits at the time sick leave commenced.

(d) For the purpose of this clause, a defined course of medical treatment of an acute condition (i.e., chemotherapy, insulin adjustment therapy) shall be treated as a single incident.

(e) Employees phoning in sick for scheduled shift(s) that the Employee had previously requested as vacation days and were subsequently denied by the Employer due to operational reasons, will have these days coded as an unpaid LOA. Should the Employee provide the Employer with a physician's letter confirming all day(s) absent from work were due to medical reasons, the Employee will be paid from their sick leave benefits, provided they have the accrued hours.

(f) Compensation under the Workers' Compensation Act shall not be charged against accumulated sick leave credits granted in accordance with Article 29.01.

29.05 (a) Employees unable to report for scheduled work on account of personal illness must notify the Employer on the first day of illness before they would normally report to work as follows:

(i) Day Shift: a minimum of two (2) hours' notice prior to start of shift.

(ii) Evening Shift: a minimum of two (2) hours' notice prior to start of shift.

(iii) Night Shift: a minimum of four (4) hours' notice prior to start of shift.

(b) Failure to give adequate notice except in emergency situations will result in loss of sick leave benefits for that day of absence and possible disciplinary action.

(c) During an illness of undetermined length, the Employee will notify the Employer of their progress weekly and provide the Employer with a physician's notice of their readiness to return to work as far in advance as possible.

(d) Sick relief shifts accepted by Employees may be canceled by the Employer, with as much advance notice as possible, when the regular incumbent returns to work.

29.06 (a) The Employer may require an Employee absenting themselves on account of personal illness of three (3) consecutive days or more shall, prior to receiving pay for such absent day(s), furnish a medical certificate issued by a qualified medical practitioner certifying the Employee was unable to work due to personal illness.

(b) Exceptions to the above language will include sick calls that are attached to scheduled day(s) off, weekends, non-worked stat days, pre-approved scheduled vacation days as well as all Employees who have letters on file per the Employer's Attendance Management program.

29.07 (a) If sick leave credits are exhausted before the Employee is able to return to work and, if no sick leave benefits such as those provided under unemployment insurance legislation are available to them, then Employees may apply for leave of absence pursuant to Article 15.01 of this agreement in which case the Employer agrees that leave of absences will not be unfairly denied.

(b) Positions that have been (or it is anticipated will be) vacant due to illness, injury or approved LOA for two (2) or more years shall be deemed to be vacant and shall be posted per Article 13.01. The Employee who held the position immediately prior to it becoming vacant shall not retain any rights to that position. Should that Employee subsequently be capable of returning to work, they shall be given first preference for the next available vacant position they are qualified for.

29.08 Employees Hired Before July 1, 2005

A cash payout of 50% of accumulated sick leave credits shall be paid to Employees after they have accumulated the equivalent of five (5) years' service [with one thousand nine hundred and fifty (1,950) hours worked being equivalent to one (1) year, and so on; as defined in Article 12.01 – Seniority] should they leave the service of the Employer for any reason, except termination for cause. A cash payout of two thirds (2/3) of accumulated sick leave credits shall be paid to Employees upon retirement at or over age sixty-five (65).

The Employer and the Union have agreed to the grandfathered Employee listing of Employee's hired before July 1, 2005.

Employees Hired after July 1, 2005

All new hires who were hired after the above date are eligible to receive a cash payout of fifty percent (50%) of accumulated sick leave credits upon retirement at or over age sixty-five (65) and with the accumulation of the equivalent of ten (10) years of service [with one thousand nine hundred and fifty (1,950) hours worked being equivalent to one (1) year] with the Employer.

Employees Hired on or after October 18, 2016

All new hires employed on or after the above date are not eligible to receive a cash payout of accumulated sick leave credits upon retirement.

29.09 An Employee unable to complete their shift due to illness will be paid for all sick hours from their sick bank benefits providing there are available hours in the sick bank.

29.10 Upon three (3) days written notice (excluding Saturdays, Sundays and Statutory holidays) to the Human Resources department, an Employee will be provided with their current status regarding their sick leave.

29.11 When a regular Employee accepts any assignment for vacation or sickness relief and then reports sick for such assignment, the Employee shall not be entitled to utilize sick leave credits for such assignment.

29.12 Employees that have scheduled a specialist appointment or procedure may utilize their sick leave bank for such leave upon written proof and provided that efforts to complete a Mutual Shift Exchange prior to making the request were made.

A specialist is defined as a physician whose practice is specific to a branch of medicine or surgery; this being one who is certified under the Province of Alberta. This could include oncology, cardiology, neurology, or psychiatry.

Appointments with general physicians, paramedical practitioners, and other physicians where flexibility is offered around the date/time of appointments are not included in this clause.

ARTICLE 30 - HEALTH CARE AND INSURANCE PROVISIONS

30.01 The Employer agrees to pay seventy percent (70%) of the monthly premium of the Alberta Health Care Insurance Commission for eligible Employees and their dependents enrolled in the Group Plan of the Employer.

30.02 Group Life Insurance Plan

Every Regular eligible Employee outlined in 4.01 and 4.02 (a) shall, as a condition of employment and upon completion of probation, maintain membership in the Group Life Insurance Plan. The Employer has agreed to pay seventy-five percent (75%) of the premium on the schedule of life insurance presently in effect.

30.03 Extended Health Care Plan

Every full-time Employee hired since July 1979 shall also, as a condition of employment and upon completion of probation, maintain membership in the Extended Health Care Plan. The Employer has agreed to pay seventy-five percent (75%) of the monthly single/family premium rate of the Extended Health Care Plan presently in effect.

Paramedical Coverage (including Dietician, Acupuncturist, Chiropractor, Massage Therapist, Naturopath, Osteopath, Physiotherapist, Podiatrist/Chiropodist, Psychologist/Social Worker/Clinical Counsellor, Speech Therapist) will be provided in the amount of five hundred dollars ($500.00) per practice per year.

The Prescription Drug Plan will include a direct pay drug card and employees can access any pharmacy of their choice.

30.04 (a) Eligible part-time Employees, upon completion of probation, are eligible for enrollment in the Group Plan for Alberta Health Care Insurance. The Employer agrees to pay fifty-six point two five percent (56.25%) of the monthly premium rate for part-time Employees and their dependents enrolled in the Group Plan of the Employer, regardless of their FTE.

(b) Eligible Part-time Employees, upon completion of probation are eligible for enrollment in the Group Life Insurance and Extended Health Care Plans. The Employer agrees to pay fifty-six point two five percent (56.25%) of the monthly premium rate for part-time Employees and their dependents enrolled in the Group Plan of the Employer, regardless of their FTE.

30.05 Regular full-time Employees who are otherwise covered for Alberta Health Care Insurance, Group Life Insurance or Extended Health Care Benefits are exempt from enrollment in these plans providing they complete and sign a refusal form indicating coverage through another source. In order to be eligible for waiving these benefits, the Employee must provide the Employer with a completed “Waiver of Benefit” form inclusive of providing the name of the Plan provider, the Plan policy number and the Employee’s benefit certificate number.

30.06 The Employer agrees to contribute premiums towards a dental plan, subject to meeting carrier enrollment requirements at the current Alberta Dental Association Fee Schedule Rates. The premium of such dental plan shall be sixty-six and two thirds percent (66 2/3%) Employer paid and thirty-three and one third percent (33 1/3%) Employee paid.

Part-time Employees, upon completion of probation are eligible for enrollment in the Dental Plan. The Employer agrees to pay fifty percent (50%) of the monthly premium rate for part-time Employees and their dependents enrolled in the Group Plan of the Employer, regardless of the FTE.

The dental plan shall provide one hundred percent (100%) of routine preventative work and effective the 1st day of the 2nd month following ratification, seventy-five percent (75%) of major restorative work and one thousand two hundred dollars ($1,200.00) maximum of orthodontia for dependents age 6 - 18 years.

Employees requesting to opt out of the dental may do so through written request to the Employer at time of receipt of benefits package provided upon successful completion of the probationary period.

The combined basic and major dental coverage shall be one thousand seven hundred and fifty ($1,750.00) per calendar year.

30.07 Vision Benefits

The Employer shall implement a Vision Care Plan. The Vision Care Plan shall provide for three hundred and seventy-five dollars ($375.00) of vision coverage every twenty-four (24) months. The Employer has agreed to pay seventy-five percent (75%) of the monthly single/family premium rate of the Vision Plan [fifty-six point two five percent (56.25%) for eligible part-time Employees]. The Vision benefits will be incorporated within the current Extended Health Care Plan.

Effective July 1, 2023, Vision Care benefits will also include one hundred percent (100%) coverage for one (1) eye examination every twenty-four (24) months.

30.08 Long-Term Disability (LTD)

Effective June 30, 2017, the Employer will provide a Long-Term Disability (LTD) plan. The Employee will pay the full cost of monthly LTD benefit premiums. The Plan will provide sixty-six point six seven percent (66.67%) of the Employee's monthly gross earnings to a maximum of three thousand dollars ($3,000) per month. Elimination period will be one hundred and eighty (180) days, with the benefit being payable for a maximum of two (2) years.

ARTICLE 31 - LAYOFF AND REHIRE

31.01 (a) In the event Regular Employees will be displaced due to subcontracting, leasing, or implementation of technological change, the Employer shall notify the Union at least sixty (60) calendar days in advance of such change, and every effort will be made to absorb affected Regular Employees into other jobs within the Bargaining Unit. This or applicable legislation through Employment Standards will apply, whichever is greater.

(b) In the case of staff reductions and rehiring, seniority shall apply with priority given to full-time Employees to retain full time work.

(c) The Union shall be notified of all layoffs and recalls within the bargaining unit.

31.02 (a) Definition of Layoff

A layoff shall be defined as:

(i) any reduction in the hours of a regular full-time Employee's regular posting; or

(ii) a reduction in a regular part-time Employee's regular posting.

Regular Employees whose permanent rotation has a temporary or permanent increase in hours will not be subject to Article 31, unless the increase results in a rotation becoming permanent full-time. When the latter occurs, Article 31 language will apply.

(b) Layoff Procedure

In the event of a layoff, the Employer shall lay off Employee's in the reverse order of their seniority within their classification within the facility they work in, provided that there are Employees remaining that are qualified, willing and able to do the work required.

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

(i) Accept the layoff; or

(ii) Displace an Employee who has lesser seniority within their classification and works within the Facility in which the displaced Employee holds their permanent position; and

(iii) Who has scheduled hours less than or equal to the Employee being laid off; and

(iv) If the Employee originally subject to layoff is qualified for and can perform the duties without training other than orientation.

(c) An Employee who wishes to exercise their right to displace another Employee with less seniority shall advise the Employer within seventy-two (72) hours of the date of notice of layoff issued by the Employer. Failure to notify the Employer within this time frame will result in the affected Employee accepting their layoff.

(d) Laid off regular part-time Employees shall not have the right to displace regular full-time Employees.

(e) In the event that an Employee is laid off from regular full-time bargaining unit position and provided that no other positions are available for which the Employee is qualified and able to perform, the regular full-time Employee shall then be allowed to displace a regular part-time Employee with less seniority provided that the Employee is qualified and able to do the work.

(f) No Employees will be transitioned to their newly selected posting/rotation until the bumping process has been fully completed.

(g) Once a displaced Employee has informed the Employer of their choice under 30.02 (b) they will be unable to modify or change their selection as it is deemed final.

31.03 The Employer shall notify Regular Employees to be re-assigned or laid off in accordance with Article 31.01 at least fourteen (14) calendar days before the layoff or re-assignment is to be effective. If the Employee who has received layoff notice is not provided with an opportunity to work during the notice period, such Employee shall be paid an amount equal to the wages the Employee would have earned, had they worked their regular hours of work in the fourteen (14) calendar day period. If such Employee is assigned duties other than those normally connected with the classification in question during the notice period, the Employee shall not be paid less than the amount of wages they would have been entitled to receive had such Employee not been provided with an opportunity to work during the notice period.

31.04 No new full time or part time Employees will be hired while there are other Employees on layoff as long as laid off Employees have the qualifications to perform the work required and are available to do so.

31.05 (a) Employees on lay off shall be recalled in order of their seniority providing the Employee has the skill and ability to do the job.

(b) An Employee who fails to signify intention to return to work or fails to return to work per the following, shall forfeit any claim to re-employment:

(i) failure to signify intention to return to work within three (3) days of the receipt of the notice of recall, which shall be in writing addressed to the last known address of the Employee according to the records of the Employer; or

(ii) failure in fact to return to work within a further five (5) days of such signification, except when an Employee is required to give up to two (2) weeks' notice to another Employer.

(c) Regular Employees on lay off may accept temporary work as a casual Employee without affecting their recall status and seniority standing upon recall. Such Employees shall be governed by the Collective Agreement provisions applicable to casual Employees.

ARTICLE 32 - RETROACTIVITY

32.01 Any Employee who is working for the Employer for a continuous period of twelve (12) months or more, and who has resigned in accordance with Article 34 or who has been laid off in accordance with Article 31, prior to the date upon which this Collective Agreement is signed by the Employer, will be eligible to receive retroactively any increase in salary for any hours worked, during the period which they should have received but for the resignation or lay off, only upon submitting to the Employer a written application for such retroactive salary during the period between the expiry date of the preceding Collective Agreement and one (1) month after the signing of this Collective Agreement.

ARTICLE 33 - DISCIPLINE AND DISMISSAL

33.01 A Letter of Expectation (LOE) is not considered disciplinary in nature, and will be communicated in the written documentation accordingly. Employees will not have recourse through the Grievance procedure when such letters are issued. However, at the request of the Union, the Employer will agree to meet with the Employee and Union to discuss the LOE.

33.02 Written disciplinary notice may be given to Employees for poor conduct or unsatisfactory job performance.

(a) This does not prevent immediate dismissal for just cause, subject to the grievance procedure.

(b) Copies of all disciplinary notices shall be forwarded to the Union within seventy-two (72) hours of being presented. Employees shall be given the opportunity to sign disciplinary notices as having been read but are not required to do so.

The Union shall be notified of all discharges in writing within seventy-two (72) hours of being presented.

(c) The Employee shall have the right to have a Local Union Representative present at the discussion of the written disciplinary notice with the Employer.

(d) In the event that a Local Union Representative is unavailable to attend a written disciplinary notice meeting with the Employee by the Employer, with at least forty-eight (48) hours' notice, the Employee can choose to:

(i) Wait for Union representation, and if currently on a Paid Leave of Absence, elect to transition to an unpaid leave until such time that a Union Representative is available to attend the meeting; or

(ii) Attend the meeting without a Union Representative, and the Employer shall have the right to issue the disciplinary notice. The Employee would be required to sign a document agreeable to both the Union and Employer, acknowledging that they are waiving their right to union representation at the meeting. The Employer will copy the Union on the notice that was provided to the Employee.

33.03 Employee absent for three (3) days without notifying the Employer shall be considered to have abandoned their position and subsequently be terminated by the Employer unless such notice was not reasonably possible.

33.04 Upon service of at least one (1) days' notice, an Employee shall have the right to review their personnel file, in the presence of an Employer representative once each year or when the Employee has filed a grievance.

33.05 Twenty-four (24) months following disciplinary action by the Employer the record of such disciplinary action will be removed from the Employee's file, provided there has been no disciplinary action of any kind taken by the Employer with that Employee in that twenty-four (24) month period.

Under no circumstances will the record of disciplinary action as a result of resident mistreatment be removed from the Employee file.

ARTICLE 34 - RESIGNATIONS

34.01 Employee's shall give a minimum of two (2) weeks written notice of their intent to resign.

ARTICLE 35 - JOB DESCRIPTIONS

35.01 Up-to-date job descriptions shall be available to all Employees.

35.02 In the event the Employer changes or amends the job descriptions for any of the classifications, the Employee shall be advised, and a copy of the new and revised job description be made available to each Employee in that classification with a copy going to the Union. Notwithstanding the foregoing, the Union shall have the right at any time to request and receive any job description for any classification within the bargaining unit.

35.03 Should the Employer introduce a new classification within the bargaining unit, the Union will be notified and provided the opportunity to have input.

ARTICLE 36 - HEALTH, SAFETY AND WELLNESS

36.01 The Employer and the Union agree they will cooperate to the fullest extent to maintain standards of safety, occupational health and accident prevention, and employee wellness in the care centres.

36.02 A joint Employer and Union Health, Safety and Wellness Committee shall be established, with representation from each department of the care centre and at least one (1) of such representatives from each care centre shall be members of the bargaining unit, fully approved by the Union.

The committee shall identify areas of potential risk, addressing the issue of the health, safety and wellness of Employees, recommend means of improving programs, obtain information respecting the identification of hazards and standards affecting the health care industry and make recommendations to the Employer in regard to these matters.

36.03 The committee shall normally meet at least once a month at a mutually acceptable hour and date; however, a special meeting may be requested by any member to deal with any urgent matter. Scheduled time spent in such meetings is to be considered time worked and paid for by the Employer. Minutes shall be kept of all meetings and copies shall be sent to the Employer and the Union. The Chairperson of this committee will be elected by the members of the committee.

36.04 The Union and the Employer agree to encourage their members and Employees to cooperate fully in the observation and participation of all safety rules, practices, standards and all applicable Employer policies.

ARTICLE 37 - TRANSPORTATION ALLOWANCE

37.01 Upon approval of the Vice President or designate, an Employee required to use their personal vehicle in the performance of their duties shall be paid an allowance of fifty-three cents ($0.53) per kilometer.

During the term of this agreement, should the Canada Revenue Agency increase the thereafter five thousand (5,000) kilometer rate, the new higher rate will be paid to individuals who are required to use their personal vehicle in the performance of their duties.

ARTICLE 38 - RRSP (Voluntary)

38.01 (a) The Employer agrees to offer an Employer administered RRSP to regular Employees. Employee participation is voluntary; however, the decision to participate can only be made at the time of initial eligibility and annually on January 1st of each year.

(b) Upon completion of probation, all eligible Employees who decide to participate will contribute the following:

520 hours – 5 years – Up to 2.75**%** Employee/Employer contributions
6 – 10 years – Up to 3.00**%** Employee/Employer contributions
Over 10 years – Up to 3.50**%** Employee/Employer contributions
One (1) year equals 1,950 hours except that one (1) LPN year shall be 2,015 hours.
The Employer will match the percent (%) contributed by the participating Employee.

(c) Employees shall have the option to purchase additional RRSP contributions in the Employer program through payroll deductions up to the individual Employee's allotted government limit. It is understood these contributions shall not be matched by the Employer.

ARTICLE 39 - UNION MANAGEMENT COMMITTEE

39.01 A Union Management Committee shall be established for all care centres consisting of no more than three (3) representatives of the Union and three (3) representatives of the Employer. The committee shall meet on an ongoing basis to discuss matters of mutual concern.

Signed on behalf of Intercare Corporate Group Inc.

[redacted]

Date: Dec 15, 2022

Signed on behalf of Canadian Union of Public Employees Local 8

Date: Dec 13, 2022

SCHEDULE A - WAGES

Class	Effective July 1, 2022 (1.0%)	Market Adjustment Effective first pay period in January 1, 2023	Effective July 1, 2023 (1.0%)
Health Care Aide			
Starting Rate	$20.02		$20.32
After 1950 Hours	$20.97		$21.28
After 3900 Hours	$22.26		$22.59
Over 5 Years (9,750 Hours)	$23.72		$24.08
Over 10 Years (19,500 Hours)	$23.96		$24.32
Resident Care Aide			
Starting Rate	$21.17		$21.49
After 1950 Hours	$21.93		$22.26
After 3900 Hours	$22.86		$23.20
Over 5 Years (9,750 Hours)	$24.40		$24.76
Over 10 Years (19,500 Hours)	$24.64		$25.01
Licensed Practical Nurse			
Starting Rate	$27.48	$28.03	$28.45
After 2015 Hours	$29.46		$29.90
After 4030 Hours	$30.62		$31.08
After 6045 Hours	$31.61		$32.08
After 8060 Hours	$32.28		$32.77
After 10,075 Hours	$33.98		$34.49
After 12,090 Hours.	$34.34		$34.85
After 14,105 Hours.	$35.13		$35.65
Unit Clerk			
Starting Rate	$22.21		$22.54
After 1950 Hours	$23.45		$23.80
After 3900 Hours	$24.69		$25.06
Over 5 Years (9,750 Hours)	$26.04		$26.43
Over 10 Years (19,500 Hours)	$26.30		$26.69
Therapy Assistant 1			
Starting Rate	$18.52		$18.80
After 1950 Hours	$19.67		$19.96
After 3900 Hours	$20.67		$20.98
Over 5 Years (9,750 Hours)	$22.14		$22.48
Over 10 Years (19,500 Hours)	$22.36		$22.70

Class	Effective July 1, 2022 (1.0%)	Market Adjustment Effective first pay period in January 1, 2023	Effective July 1, 2023 (1.0%)
Therapy Assistant 2			
Starting Rate	$20.02		$20.32
After 1950 Hours	$20.97		$21.28
After 3900 Hours	$22.26		$22.59
Over 5 Years (9,750 Hours)	$23.72		$24.08
Over 10 Years (19,500 Hours)	$23.96		$24.32
Resident Service Aide			
Starting Rate	$17.36		$17.62
After 1950 Hours	$18.56		$18.84
After 3900 Hours	$19.16		$19.45
Over 5 Years (9,750 Hours)	$19.57		$19.87
Cook 1			
Starting Rate	$19.74	$20.03	$20.33
After 1950 Hours	$20.78	$21.09	$21.41
After 3900 Hours	$21.68	$22.00	$22.33
Over 5 Years (9,750 Hours)	$22.54	$22.88	$23.22
Cook 2			
Starting Rate	$20.37	$20.68	$20.99
After 1950 Hours	$21.68	$22.00	$22.33
After 3900 Hours	$22.30	$22.64	$22.98
Over 5 Years (9,750 Hours)	$23.16	$23.51	$23.86
Maintenance 1			
Starting Rate	$22.33	$22.78	$23.12
After 1950 Hours	$23.80	$24.27	$24.64
After 3900 Hours	$24.48	$24.97	$25.35
Over 5 Years (9,750 Hours)	$24.92	$25.42	$25.80
Maintenance 2			
Starting Rate	$23.91	$24.39	$24.75
After 1950 Hours	$25.48	$25.99	$26.38
After 3900 Hours	$26.17	$26.69	$27.09
Over 5 Years (9,750 Hours)	$26.62	$27.15	$27.56

LETTER OF UNDERSTANDING #1

Between

Intercare Corporate Group Inc.

And

Canadian Union of Public Employees (CUPE)
Local 8

RE: CONSIDERATIONS AFFECTING THE STARTING WAGES OF NEW HIRES

Offers of employment made by the Employer to individuals whose job classification falls under the Collective Bargaining Agreement, may reflect a starting wage level not necessarily equivalent to Step 1 on the relevant wage grid. Specifically, the Employer may opt to start a new hire above Step 1 on the relevant pay grid that takes into consideration the level of experience, expertise and portable work hours from a similar workplace environments. Progression to the next wage step will be in accordance with the wage schedule as outlined in the current Collective Bargaining Agreement.

The Employer will only accept portability letters/hours provided by the Employee within the first three (3) calendar months from date of hire. Effective the Employer's receipt of the Employee's portability hours the Employee's wage rate will be adjusted accordingly, with no retroactive wages provided.

Seniority hours of new Unionized Employees will continue to be based solely on the hours worked while employed with Intercare.

This Letter of Understanding shall be attached to, and remain part of, the Collective Agreement between the parties that expires on June 30, 2024.

Signed on behalf of Intercare Corporate Group Inc.

[redacted]

Date: Dec 15, 2022

Signed on behalf of Canadian Union of Public Employees Local 8

Date: Dec 13, 2022

LETTER OF UNDERSTANDING #2

Between

Intercare Corporate Group Inc.
Chinook Care Centre

And

Canadian Union of Public Employees (CUPE)
Local 8

RE: 10 HOUR SHIFTS – CHINOOK LPN'S

The Employer and Union agree that in order to ensure the smooth and continuous delivery of care in an increasingly competitive job climate in the Calgary marketplace, that the Employer may implement schedules reflecting one (1) or more 10-hour shifts for the LPN job classification at the Chinook Care Centre.

The scheduling of 10-hour shifts is necessary to create as many full-time lines as possible while honoring the scheduling provision under the Letter of Understanding for Article 22.03 (a), whereby the Employer will make every reasonable effort to schedule regular Union Employees such that they receive one weekend off every three weeks. For clarification purposes in this Letter of Understanding, the one weekend off is defined to be a complete weekend that includes both Saturday and Sunday as days off.

Under the application of this Letter of Understanding, it is hereby understood and mutually agreed that Employees working 10-hour shifts will be paid at the regular rate of pay and not be subject to overtime pay, unless they work beyond ten (10) hours in one (1) shift. In addition, those Employees working 10-hour shifts will have their non-worked statutory holidays paid at the rate of seven point five (7.5) hours for full-time and pro-rated for permanent part-time.

The parties agree that this Letter of Understanding pertains only to the Chinook care Centre but may be expanded to include other centres by mutual agreement.

This Letter of Understanding shall be attached to, and remain part of, the Collective Agreement between the parties.

Signed on behalf of Intercare Corporate Group Inc.

[redacted]

Date: Dec 15, 2022

Signed on behalf of Canadian Union of Public Employees Local 8

Date: Dec 13, 2022

LETTER OF UNDERSTANDING #3

Between

Intercare Corporate Group Inc.

And

Canadian Union of Public Employees (CUPE)
Local 8

RE: THERAPY AIDES – DAYS OF WORK

The Employer and Union agree that in order to ensure the smooth and continuous delivery of therapeutic activities and programs to residents throughout the week at Intercare's Brentwood and Chinook Care Centres, the Employer may implement schedules reflecting one or more full-time rotations that may include six (6) consecutive days of work but no more than ten (10) shifts or seventy-five (75) hours of work in a fourteen (14) day period for the Therapy Assistant job classification.

The scheduling of six (6) days in a row will allow the Employer to provide the full-time Therapy Aides with two (2) days off in a row on a weekly basis, while scheduling therapeutic programming for residents on weekends.

Under the application of this Letter of Understanding, it is hereby understood and mutually agreed that full-time employees working six (6) days in a row will be paid at the regular rate of pay and not be subject to overtime pay.

The parties agree that this letter of Understanding pertains the Care Centres covered under this Agreement.

This Letter of understanding shall be attached to, and remain part of, the Collective Agreement between the parties.

Signed on behalf of Intercare Corporate Group Inc.

Signed on behalf of Canadian Union of Public Employees Local 8

[redacted]

Date: Dec 15, 2022

Date: Dec 13, 2022

LETTER OF UNDERSTANDING #4

Letter of Understanding

Between

Intercare Corporate Group Inc.

And

Canadian Union of Public Employees (CUPE)
Local 8

RE: CUPE STAFF SUPPORT AT OTHER EMPLOYER LOCATIONS

To ensure the safety and wellbeing of the residents at all Employer locations represented by CUPE Local 8, the parties agree that under extenuating circumstances and/or as required, the Employer will be able to utilize CUPE staff covered under this agreement at other Employer-owned and operated Care Centres provided the following provisions are met:

1) The Employee is qualified to perform the scope of the job requested;

2) The Employee is paid at their current wage rate and job classification covered under this Agreement; and

3) Seniority hours, vacation and sick accruals continue to accumulate under this Agreement;

This Letter of Understanding excludes those CUPE employees covered under this Agreement who elect to join other Intercare facilities in a casual or permanent capacity.

Signed on behalf of Intercare Corporate Group Inc.

Signed on behalf of Canadian Union of Public Employees Local 8

[redacted]

Date: Dec 15, 2022

Date: Dec 13, 2022

LETTER OF UNDERSTANDING #5

Letter of Understanding

Between

Intercare Corporate Group Inc.

And

Canadian Union of Public Employees (CUPE)
Local 8

RE: $2.00 HOURLY WAGE TOP UP – HEALTH/RESIDENT CARE AIDES IN LONG-TERM CARE & DESIGNATED SUPPORTIVE LIVING

The Employer and Union agree that, as per the Government of Alberta directive issued on April 20, 2020, the Employer will implement a two-dollar ($2.00) per hour wage "top up" to all Health / Resident Care Aides (HCAs) working in Long-Term Care (LTC) areas at its Southwood, Brentwood & Chinook Care Centres. This will include eligible employees working on the Acquired Brain Injury unit and Behavioral Support unit at Southwood and Brentwood Care Centres respectively. This will exclude those Resident Care Aides working on any Hospice units as well as any other job classifications covered under the Collective Bargaining Agreement.

The "top up" will be implemented on all Health Care Aide hours paid by the Employer to eligible employees as outlined above retroactive to April 20, 2020. The increase will be provided to the HCA base hourly wage rate at each level of the currently agreed to wage grid, will be subject to all required statutory deductions, and will continue until such time that the funding for this "top up" ceases, as determined by the Government of Alberta and Chief Medical Officer of Health. At that time, the HCA base hourly wage rate will return to the rates mutually negotiated and agreed to by the Employer and Union, and this Letter of Understanding will be removed from the Collective Agreement.

Signed on behalf of Intercare Corporate Group Inc.

[redacted]

Date: Dec 15, 2022

Signed on behalf of Canadian Union of Public Employees Local 8

Date: Dec 13, 2022

LETTER OF UNDERSTANDING #6

Between

Intercare Corporate Group Inc.
(The Employer)

And

Canadian Union of Public Employees Local 8
(The Union)

RE: TWELVE (12) HOUR SHIFTS – FOOD SERVICE STAFF AT SOUTHWOOD CARE CENTRE

The Employer and Union agree that in order to ensure the smooth and continuous delivery of services during the COVID-19 pandemic, the Employer may implement schedules reflecting one or more twelve (12) hour shifts (inclusive of breaks) for the Cook and Food Service Aide job classification at its Southwood Care Centre site.

1. There will be one (1) unpaid meal break of thirty (30) minutes during each twelve (12) hour shift.

2. There will be three (3) paid rest periods of fifteen (15) minutes each during each twelve (12) hour shift.

3. Schedules will provide:

   (a) At least twelve (12) hours off between shifts;
   (b) No more than four (4) consecutive twelve (12) hour shifts;
   (c) No more than four (4) twelve (12) hour shifts within a calendar week;
   (d) At least two (2) consecutive days of rest;
   (e) At least one (1) weekend off in three (3) over an Employee's shift rotation.

4. Overtime is all hours authorized by the Employer and worked by the Employee in excess of twelve (12) hours in a day or more than seventy-five (75) hours bi-weekly averaged over a shift rotation.

5. Employees working twelve (12) hour shifts will have their non-worked statutory holidays paid at the rate of seven point five (7.5) hours for Full-time and pro-rated for Permanent Part-time.

6. It is also understood that the Employer will not change any current Cook and Food Service Aide rotations (as of date of signed LOU below) to exceed eight (8) hours in length. Current and newly hired Cook and Food Service Aide staff members voluntarily accepting newly created twelve (12) hour shifts and/or rotations will be paid under the terms and conditions outlined in this Letter of Understanding.

…/2

7. Employees working a scheduled shift that is eight (8) hours in length or shorter, and subsequently asked to work beyond eight (8) hours, will be paid as outlined under Article 23 (Overtime) in the Collective Bargaining Agreement.

8. This Letter of Understanding shall be attached to, and remain part of, the Collective Agreement between the parties until the pandemic has been declared over by the Chief Medical Officer of Alberta, or extend beyond should both parties be mutually agreeable to doing so.

9. The Union and the Employer acknowledge and confirm that, with the exception of the foregoing amendments, all other terms and conditions of the Collective Agreement will remain in full force and effect between the parties.

Signed on behalf of Intercare Corporate Group Inc.

[redacted]

Date: Dec 15, 2022

Signed on behalf of Canadian Union of Public Employees Local 8

[redacted]

Date: Dec 13, 2022

LETTER OF UNDERSTANDING #7

Between

Intercare Corporate Group Inc.
(The Employer)

And

Canadian Union of Public Employees Local 8
(The Union)

RE: TWELVE (12) HOUR SHIFTS – FOOD SERVICE STAFF AT BRENTWOOD CARE CENTRE

The Employer and Union agree that in order to ensure the smooth and continuous delivery of services during the COVID-19 pandemic, the Employer may implement schedules reflecting one or more twelve (12) hour shifts (inclusive of breaks) for the Cook and Food Service Aide job classification at its Brentwood Care Centre site.

1. There will be one (1) unpaid meal break of thirty (30) minutes during each twelve (12) hour shift.

2. There will be three (3) paid rest periods of fifteen (15) minutes each during each twelve (12) hour shift.

3. Schedules will provide:

   (a) At least twelve (12) hours off between shifts;
   (b) No more than four (4) consecutive twelve (12) hour shifts;
   (c) No more than four (4) twelve (12) hour shifts within a calendar week;
   (d) At least two (2) consecutive days of rest;
   (e) At least one (1) weekend off in three (3) over an Employee's shift rotation.

4. Overtime is all hours authorized by the Employer and worked by the Employee in excess of twelve (12) hours in a day or more than seventy-five (75) hours bi-weekly averaged over a shift rotation.

5. Employees working twelve (12) hour shifts will have their non-worked statutory holidays paid at the rate of seven point five (7.5) hours for Full-time and pro-rated for Permanent Part-time.

6. It is also understood that the Employer will not change any current Cook and Food Service Aide rotations (as of date of signed LOU below) to exceed eight (8) hours in length. Current and newly hired Cook and Food Service Aide staff members voluntarily accepting newly created twelve (12) hour shifts and/or rotations will be paid under the terms and conditions outlined in this Letter of Understanding.

…/2

7. Employees working a scheduled shift that is eight (8) hours in length or shorter, and subsequently asked to work beyond eight (8) hours, will be paid as outlined under Article 23 (Overtime) in the Collective Bargaining Agreement.

8. This Letter of Understanding shall be attached to, and remain part of, the Collective Agreement between the parties until the pandemic has been declared over by the Chief Medical Officer of Alberta, or extend beyond should both parties be mutually agreeable to doing so.

9. The Union and the Employer acknowledge and confirm that, with the exception of the foregoing amendments, all other terms and conditions of the Collective Agreement will remain in full force and effect between the parties.

Signed on behalf of Intercare Corporate Group Inc.

[redacted]

Date: Dec 15, 2022

Signed on behalf of Canadian Union of Public Employees Local 8

[redacted]

Date: Dec 13, 2022

LETTER OF UNDERSTANDING #8

Between

Intercare Corporate Group Inc.
(The Employer)

And

Canadian Union of Public Employees Local 8
(The Union)

RE: IN CHARGE PREMIUM FOR LICENSED PRACTICAL NURSES

The Employer may assign LPNs the responsibility of being 'In Charge' on a given shift. When this occurs, the assigned LPN will be paid an "In Charge" premium of $3.00 per hour for all hours worked. This assignment will be offered in seniority order.

The primary areas of responsibility when assigned the 'In Charge' responsibility include, but are not limited to, the following:

1) Provision of support and guidance to the staff on all Units throughout the Care Centre should a resident and/or staff incident arise;

2) Managing the staffing complement and ensuring an equal distribution of staff across all Units at job classifications at the Care Centre;

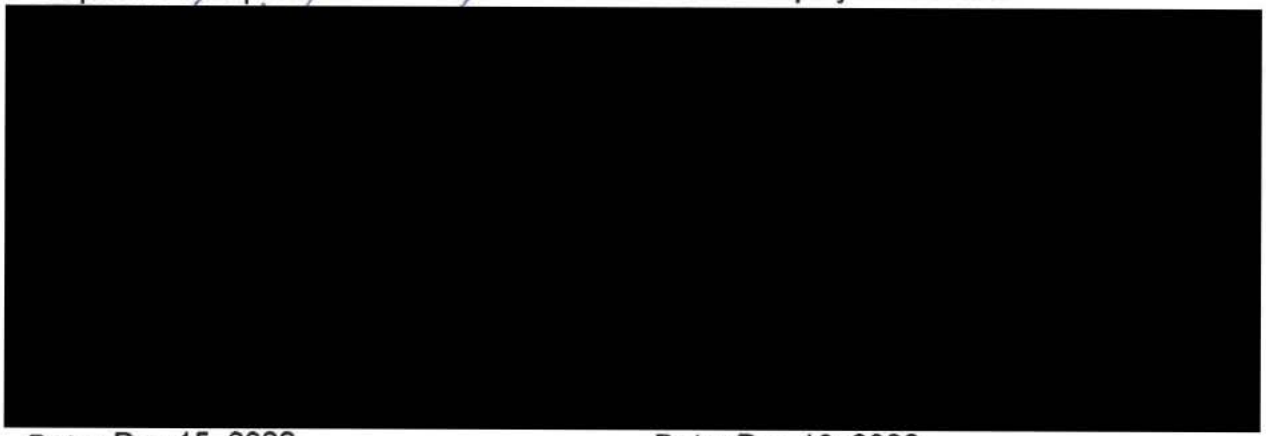
3) Provide clinical support within the scope of LPN practice to other Nurses and residents at the Care Centre, contacting the On Call Manager as required; and

4) Complete building safety checks.

This Letter of Understanding shall be attached to, and remain part of, the Collective Agreement between the parties.

Signed on behalf of Intercare Corporate Group Inc.

Signed on behalf of Canadian Union of Public Employees Local 8



Date: Dec 15, 2022

Date: Dec 13, 2022

LETTER OF UNDERSTANDING #9

Between

Intercare Corporate Group Inc.
(The Employer)

And

Canadian Union of Public Employees,
Local 8
(The Union)

RE: INTRODUCTION OF EXTENDED SHIFTS

The Union and Employer mutually agree to continue discussions beyond the ratification of a new Collective Bargaining Agreement around the introduction of scheduled work rotations that include extended shifts beyond those currently outlined in Article 22 – Hours of Work.

Signed on behalf of Intercare Corporate Group Inc.

[redacted]

Date: Dec 15, 2022

Signed on behalf of Canadian Union of Public Employees Local 8

Date: Dec 13, 2022