Collective Agreement

Between

Sage Properties Corp.

Prince of Peace Manor and Harbour

and

Canadian Union of Public Employees, Local 8

July 1, 2022 to June 30, 2024

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

TABLE OF CONTENTS

ARTICLE 1 - PURPOSE 1
ARTICLE 2 - TERM OF AGREEMENT 1
ARTICLE 3 - CORRESPONDENCE 2
ARTICLE 4 - DEFINITION OF UNIONIZED EMPLOYEES 2
ARTICLE 5 - SCOPE AND RECOGNITION 3
ARTICLE 6 - UNION SECURITY 4
ARTICLE 7 - MANAGEMENT RIGHTS 5
ARTICLE 8 - DISCRIMINATION 5
ARTICLE 9 - UNION REPRESENTATION 6
ARTICLE 10 - COMPLAINTS AND GRIEVANCES 6
ARTICLE 11 - PROBATIONARY EMPLOYEES 9
ARTICLE 12 - SENIORITY 10
ARTICLE 13 - PROMOTIONS, TRANSFERS, AND VACANCIES 11
ARTICLE 14 - BULLETIN BOARDS 13
ARTICLE 15 - GENERAL LEAVE OF ABSENCE 13
ARTICLE 16 - LEAVES OF ABSENCE 14
ARTICLE 17 - HOURS OF WORK 16
ARTICLE 18 - OVERTIME 20
ARTICLE 19 - WAGES 20
ARTICLE 20 - MINIMUM REPORTING ALLOWANCE 21
ARTICLE 21 - PAY DAY 21
ARTICLE 22- NAMED HOLIDAYS 22
ARTICLE 23 - VACATION 23
ARTICLE 24 - SICK LEAVE 24
ARTICLE 25 - BENEFIT PLANS 25
ARTICLE 26 - LAYOFF AND REHIRE 25
ARTICLE 27 - RETROACTIVITY 27
ARTICLE 28 - DISCIPLINE AND DISMISSAL 27
ARTICLE 29 - RESIGNATIONS 28
ARTICLE 30 - JOB DESCRIPTIONS 28
ARTICLE 31 - HEALTH, SAFETY AND WELLNESS 28
ARTICLE 32 - UNION MANAGEMENT COMMITTEE 29
ARTICLE 33 - COPIES OF THE AGREEMENT 29
SCHEDULE ‘A’ - WAGES 30
SCHEDULE ‘B’ - BENEFITS 31

WHEREAS the Alberta Labour Relations Board has certified the Union as the bargaining agent for certain Employees when employed in auxiliary nursing care, as described in certificate No. 171-2018 at Prince of Peace Manor and Harbour.

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

AND WHEREAS: the parties acknowledge and respect that we work on the land referred to as Treaty 7 which is the traditional meeting grounds and home to many diverse Indigenous Nations.

NOW THEREFORE THIS AGREEMENT WITNESSETH:

ARTICLE 1 - PURPOSE

1.01 The purpose of the Collective Agreement is to:

(a) maintain harmonious relations between the Employer and the Union;

(b) recognize the mutual value of joint discussions and negotiations;

(c) work together for the efficient maintenance of high-quality services and living environment which will provide security, privacy, dignity, independence and a sense of community for the Residents, and

(d) Provide for the prompt and peaceful adjustment of differences which may arise between bargaining unit Employees and the Employer.

ARTICLE 2 - TERM OF AGREEMENT

2.01 Duration

Except where otherwise stated in this Collective Agreement, including appendices hereto, unless altered by mutual consent of both parties hereto, shall be in force and effect from July 1, 2022 to and including June 30, 2024 and from year to year thereafter unless amended or terminated. Notification of desire to amend or terminate may be given in writing by either party during the period between sixty (60) and one hundred and twenty (120) days prior to its expiration date.

2.02 Notice of Changes

When either party serves notice of desire to amend the Collective Agreement under Article 2.01 above, the negotiating committees shall exchange any proposed amendments at commencement of negotiations.

2.03 This Collective Agreement shall continue in force and effect until a new Collective Agreement has been executed.

2.04 The parties agree that there will be no strike or lockout contrary to the provisions of the Alberta Labour Relations Code as amended.

ARTICLE 3 - CORRESPONDENCE

3.01 Each Employee shall keep the Employer informed of their current address and telephone number in a manner prescribed by the Employer. The Employer agrees that they will maintain this information on their files for their use only and that this information is confidential and shall not be posted anywhere in the residence with the exception of the call-in list or other required communication.

3.02 All communications between the parties shall be addressed to:

(a) General Manager

(b) CUPE, Local 8 President with a copy to the CUPE National Representative

ARTICLE 4 - DEFINITION OF UNIONIZED EMPLOYEES

4.01 Regular Full-Time Employees

A Regular Full-time Employee is one who works seventy-five (75) or more hours per two (2) week period as defined in Article 17 - Hours of Work.

4.02 Regular Part-Time Employees

A Regular Part-time Employee is one who is regularly scheduled to work a minimum of sixty (60) hours in a bi-weekly period, but less than full-time.

4.03 Part-time Employees

A Part-time Employee is one who is regularly scheduled to work less than sixty (60) hours in a biweekly period.

4.04 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 or does so only for a specified time.

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

4.05 Temporary Employee - Temporary Position

A Temporary Employee is a person who is hired to work on a temporary basis for a full-time or part-time 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;

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

A Casual Employee going into a temporary position would maintain casual status. A Part-time Employee going into a temporary full-time position would maintain Part-time status. At the Employer's discretion, a Temporary Employee may be offered casual status upon completion of the temporary position, if they were not casual prior to the temporary position.

An Employee accepting a temporary position cannot apply for another temporary position until the end of the temporary position unless a higher temporary FTE position becomes available.

ARTICLE 5 - SCOPE AND RECOGNITION

5.01 The Employer recognizes the Union as the sole collective bargaining agent for all Employees when employed in auxiliary nursing care, as described in Certificate No. 171-2018 issued pursuant to the Alberta Labour Relations Code, save and except the Supervisors and those above the rank of Supervisor.

5.02 The word "Employee" in this Collective Agreement shall mean the Employees of the Employer for whom the Union is the bargaining agent as set out in Section 5.01.

5.03 No Employee shall be required or permitted to enter into any other agreement, either verbally or in writing, or contract with the Employer either individually or collectively, which conflicts with the terms of this Collective Agreement.

5.04 This Article does not prevent Management from employing agency workers when no Employees are available.

5.05 Persons whose jobs are not in the bargaining unit will not work on a job which is included in bargaining unit except for the purposes of instruction, in an emergency, or when regular Employees are not available.

ARTICLE 6 - UNION SECURITY

6.01 All Employees who are members of the Union on the effective date of this Collective Agreement will remain members of the Union. All Auxiliary care staff per Article 5.01, who are hired after the effective date of this Collective Agreement shall become, as a condition of employment, members of the Union.

6.02 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 fifteenth (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, part-time, casual or temporary status and 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. 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. The Union will advise the Employer by letter of the amount of the dues, initiation fees, or other assessments one month in advance of the end of the pay period in which the deductions are to be made.

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

6.04 The Employer shall indicate the individual Union dues deducted and enter the amount on T4 slips issued to Employees for tax purposes.

6.05 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.

6.06 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 all the Employees in the bargaining unit. The list will include each person's name, job classification, addresses, phone numbers, and personal email address, if available. The list will also indicate the Employee's employment status (such as full-time, part-time, temporary, casual), and if the Employee is on a leave of absence, the nature of the leave. The Employee contact list will be provided in an electronic spreadsheet to the Union contact designated by the Local.

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

6.07 The Union will save harmless the Employer with respect to any and all liability the Employer may incur as a result of deductions made at the request of the Union.

ARTICLE 7 - MANAGEMENT RIGHTS

7.01 The Union recognizes and acknowledges that all management rights and prerogatives are vested with the Employer and without limiting the generality of the foregoing the exclusive functions of the Employer shall include the following rights:

(a) to determine and establish standards and procedures for the care, welfare, safety and comfort of the residents of Prince of Peace Manor & Harbour;

(b) to maintain order and efficiency and in connection therewith to establish and enforce reasonable rules, regulations, policies and practices from time to time to be observed by its Employees.

(c) to hire, transfer, lay-off, recall, promote, demote, classify, assign duties, discharge, suspend, or otherwise discipline Employees for just cause, provided that a claim that an Employee who has completed probation has been discharged or disciplined without cause as defined elsewhere in the agreement may be the subject of a grievance and dealt with as hereinafter provided;

(d) to determine the nature and kind of business conducted by the Employer, the kinds and locations of its operations, the services to be rendered, the kinds of machines to be used, the methods of operating and control of materials or goods to be used;

(e) to have the right to plan and direct the work of the Employees and the operations of the Employer.

ARTICLE 8 - DISCRIMINATION

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, ancestry, Union membership, place of origin, marital status, gender identity, gender expression, source of income or family status of that person or of any other person. The term “discrimination” will be as defined under the Alberta Human Rights Act.

8.02 There shall be no discrimination, restriction or coercion exercised on the part of the Employer or the Union due to participation in the Union.

8.03 <u>Harassment</u>

Whenever the word “harassment” is used it shall refer to the definition of harassment in the legislation.

The Union, Employer and Employees agree that the Residence should be free from harassment. All parties agree to cooperate in preventing and investigating any complaints of harassment in the workplace.

ARTICLE 9 - UNION REPRESENTATION

9.01 Not more than four (4) Shop Stewards shall be selected by the Union to represent the Union for the purpose of handling grievances, complaints against a unionized Employee, or by a unionized Employee who requests representation. No more than two (2) of the Shop Stewards selected will be from the same shift. The Union shall notify the Employer in writing of the name of each Shop Steward and the name of the Officers of the Union before the Employer will be required to recognize them. The Union will notify the Employer in writing of any changes that occur to this list as such changes arise.

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 Collective Agreement.

9.04 It is agreed that the up to three (3) members of the Union covered by this Collective Agreement shall be granted Union Leave of Absence with pay, as per Article 16.02 (whereby the Union reimburses the Employer for such pay), as required during normal working hours for purposes of negotiations for a new or revised 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 Shop Stewards so named in Article 9 will not leave their duties on Union business without first obtaining permission from the General Manager. Permission will not be unreasonably withheld.

9.07 Unless prior approval is given by the Employer, the Union agrees that it will not conduct Union business (other than that which is permitted in this Agreement) on the Employer's premises.

ARTICLE 10 - COMPLAINTS AND GRIEVANCES

10.01 Definition of a Grievance

For purposes of this Collective Agreement, a grievance is defined as a difference arising between the parties relating to the interpretation, application, administration or alleged violation of the Collective Agreement.

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

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

Step 1 - Complaint Resolution

It is the mutual desire of the parties hereto that complaints of Employees shall be adjusted as quickly as possible, and it is understood that an Employee has no grievance until they have first given their immediate supervisor (Health and Wellness Manager) the opportunity of adjusting their complaint.

Employees shall first discuss the matter with their immediate Supervisor within seven (7) calendar days of becoming aware of, or reasonably should have become aware of, the occurrence. The Immediate Supervisor shall advise the Employee of the decision within seven (7) calendar days of discussing the matter.

An Employee may bring a Shop Steward to make a complaint.

If no resolution at Step 1 then go to:

Step 2 - Grievance Resolution

Within ten (10) calendar days of the Step 1 decision, a grievance may be forwarded, in writing, to the Department Head/Designate (Health and Wellness Manager), specifying the nature of the grievance, the redress sought, and shall identify the provisions of the Collective Agreement which are alleged to be violated. The Department Head/Designate (Health and Wellness Manager) shall meet with the Union and the Employee within ten (10) calendar days of receipt of the grievance. A decision, in writing, will be rendered within ten (10) calendar days of the meeting being held.

If no resolution at Step 2 then go to:

Step 3

Within ten (10) calendar days of receipt of the decision at Step 2, the Union may submit the grievance, in writing, to the Human Resources/Designate and General Manager/Designate. Within ten (10) calendar days of receipt of the grievance the Human Resources/Designate and General Manager/Designate shall arrange a meeting with the Union and the Employee to discuss the grievance and shall render their decision, in writing, within ten (10) calendar days of the meeting being held.

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

Alternatively, and by written agreement, the Employer and the Union may choose to have any dispute resolved by independent mediation. The parties will share equally the fees and expenses, if any, of the mediator.

Step 4 – Arbitration

As per applicable Alberta legislation, the following will apply:

(a) Within fourteen (14) calendar days of receiving the decision of the General Manager/Designate, the Union shall notify the Employer in writing of its intention to submit the grievance to arbitration; and shall inform the Employer of the Union's nominee to the Arbitration Board. The Employer shall, within fourteen (14) calendar days of receipt of such notice, notify the Union of the Employer's nominee to the Arbitration Board.

(b) The two (2) nominees shall appoint a third person who shall be the Chair of the Arbitration Board. If the two nominees fail to agree upon a Chair, the Chair shall be appointed by the Minister of Labor for the Province of Alberta.

(c) The Arbitration Board shall hear and determine the difference and shall issue an award in writing. The decision of 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) The Arbitration Board shall not have the power to change the Collective Agreement or to alter, modify, or amend any of its provisions or make any decisions contrary to the provisions of this Collective Agreement. It does not have jurisdiction to determine any matter other than the difference before it.

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

(f) As an alternative to a Board of Arbitration, the Employer and the Union may, by mutual agreement, employ the use of a single Arbitrator to settle the matter in dispute. The fees and expenses of the single Arbitrator shall be shared equally between the parties.

10.04 Employees alleging dismissal, suspension, or discipline without just cause may commence their grievance at Step 2, within seven (7) calendar days of occurrence.

10.05 At any stage of the Grievance Procedure, including Arbitration, the parties may have the assistance of the Employee(s) concerned as witnesses.

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

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

10.08 Group Grievance

Where a dispute involving the question of general application or interpretation occurs affecting more than one (1) Employee, the Union may proceed with a group grievance at Step 2 identifying each Employee who is grieving within ten (10) calendar days of the date the Union became aware of, or reasonably should have become aware of, the occurrence.

10.09 Policy Grievance

The Union and the Employer may institute a grievance based on a difference concerning the interpretation, application, administration or alleged contravention of the Collective Agreement. Such grievance shall commence at Step 3 within fourteen (14) calendar days following the circumstances giving rise to the grievance.

If it is the Employer's Policy Grievance, the grievance shall be submitted to the Union President/Designate with a copy sent to the National Representative. The Union/Employer shall respond in writing within seven (7) calendar days after receiving the grievance. Failing settlement, the grievance may be referred to Step 4.

It is understood that the provisions of this Article may not be used with respect to a grievance directly affecting an Employee which such Employee could themselves institute and the regular grievance procedure shall not be thereby bypassed.

10.10 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 four hundred and fifty (450) hours or four (4) 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 four hundred and fifty (450) 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 and 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 four hundred and fifty (450) worked hours or four (4) months whichever is less, commencing from the start date of the new job classification and the Union shall be so advised.

ARTICLE 12 - SENIORITY

12.01 Seniority is defined as the length of continuous employment with the Employer based on hours worked within the bargaining unit.

For the purpose of computing seniority, Employees will progress within their classification on the basis of 1950 hours paid being equivalent to one (1) year and so on however in no case will an Employee with more than 1950 hours in a year progress past one (1) year.

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 up to a maximum of thirty (30) days per year, excluding time spent bargaining a renewal of this agreement.

12.02 For Full-Time, Regular Part-Time and Part-Time Employees and the sole purpose of Vacation Scheduling, Job Postings or the Call-in list, Employees' seniority will be based on their date of hire.

For Casual Employees and the sole purpose of Job Postings or the Call-in list, Employees will progress on the basis of 1950 hours paid being equivalent to one (1) year and so on however in no case will an Employee with more than 1950 hours in a year progress past one (1) year.

12.03 Seniority List

The Employer shall maintain a seniority list. An up-to-date seniority list shall be posted on the Union bulletin board in January and July of each year. Employees shall notify the Employer of any error in the seniority list within fifteen (15) calendar days of the posting of such list.

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

(a) Resignation;

(b) Discharge for cause;

(c) Fails to return to work within seven (7) calendar days following a layoff and after being notified by registered mail to do so, unless through sickness or other just cause. It shall be the responsibility of the Employee to keep the Employer informed of their current address;

(d) Absence from work without Leave of Absence being granted by the Employer, or an explanation being given which is reasonable in the circumstances and acceptable to the Employer;

(e) Fails to return to work as scheduled upon the completion of an approved Leave of Absence

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

(g) As a casual Employee, fails to work one (1) shift every ninety (90) days and fails to be available for at least six (6) shifts every ninety (90) days.

(h) Accepted a temporary position out of scope and eighteen (18) months has lapsed.

12.05 Seniority status, once acquired, will be retained for absence occasioned by illness exceeding twelve (12) months up to and including a maximum of twenty-four (24) months whereby it will be deemed the Employee has resigned.

12.06 Employees that successfully post into temporary out of scope positions, not to exceed eighteen (18) 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 shall post all job vacancies within the bargaining unit on the Employer's Dayforce system, or equivalent technology.

(a) Vacancies shall be posted for a period of seven (7) days.

(b) If no suitable bargaining unit candidate applies, the job may be filled by a candidate external to the bargaining unit and/or Employer.

(c) The posting shall outline the qualifications, classification, rate of pay, and indicate the date of posting.

13.02 An Employee may apply for a posted job as designated on the posting, setting out their qualifications for the job;

13.03 When filling vacancies, the Employer shall consider the skills, ability, and qualifications of the applicants. Where these factors are relatively equal, the applicant with the greatest seniority within that classification shall fill the vacancy. The Employer shall consider Regular Full-time and Regular Part-time applicants before Casual Employee applicants during the posting process.

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 and is to start. No grievance may be filed concerning such temporary arrangements until a selection has been made. An appointment shall be made within seven (7) 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 If no applications are received by completion of the posting time, the Employer may fill the vacancy at its discretion.

13.06 All applicants shall be informed of the successful applicant of the posting on the Employer's Dayforce system, or equivalent technology.

13.07 Employees who are required by the Employer to work in a different job classification for one (1) shift or more, 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. If, however it is the Employee's choice to work in a different job classification for one (1) shift or more, they shall be paid at the appropriate rate of pay for the different classification.

13.08 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.

13.09 Temporary Vacancy

(a) A temporary vacancy is a vacancy created by an Employee's absence due to maternity leave, compensable or non-compensable illness or injury or any other leave of absence expected to exceed three (3) months. The Employer will post any temporary vacancy expected to exceed three (3) months as soon as possible.

(b) The Employer will outline to the successful applicant the anticipated conditions and duration of such vacancy. Upon the return of the Employee from their absence, the Employee working the temporary vacancy shall have the right to return to their former position held immediately prior to accepting the temporary assignment, if it still exists. If the position does not exist, the Employee may exercise their rights under the Agreement. In instances where an Employee returns to work prior to the estimated date of return, the Employer shall endeavor to provide at least two (2) weeks' notice to the temporary Employee. If two (2) weeks' notice is not possible due to reasons beyond the Employer's control, the Employer will notify the temporary Employee as soon as reasonably possible.

(c) For temporary vacancies of three (3) months or less, the Employer shall appoint a qualified person within the Department, schedule part-time and/or use the call-in procedure in Article 17.

ARTICLE 14 - BULLETIN BOARDS

14.01 The Employer agrees to supply and make available to the Union, a bulletin board in the Manor and a bulletin board in the Harbour that is easily accessible to all bargaining unit Employees and upon which the Union shall have the right to post notices of meetings with the bargaining unit members to this Collective Agreement, education conferences, Union conventions and seniority lists. No other notices will be posted in other locations other than the Union board. No other notices will be posted without prior written or initialed approval of the Employer.

ARTICLE 15 - GENERAL LEAVE OF ABSENCE

15.01 An Employee may be granted one (1) General Leave of Absence per year 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 Prince of Peace Manor or Harbour.

Except in emergencies, written applications for General Leave of Absence must be made at least two (2) 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.

15.02 The following rules will apply to any Employee who is granted a General Leave of Absence:

(a) Employees who are on a General Leave of Absence will not engage in any 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 General Leave of Absence will forfeit all seniority rights and privileges contained in this Collective Agreement and be considered to have voluntarily resigned their position as of the start date of the General Leave of Absence.

(b) Any Employee who has been granted a General Leave of Absence of any kind and overstays their leave, except in emergency situations, shall be considered to have terminated their employment without notice.

(c) No Employee on a General Leave of Absence, as stipulated in Article 15.01 will accumulate seniority, sick leave credits, wage increases based on hours worked, vacation credits or statutory holidays. Seniority established at the point of leave will be reinstated upon return to work.

(d) The Employer will make no payments towards the Employee's Group Benefit Plan during such 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 submit postdated cheques for each month, for the duration of the General Leave of Absence, to Prince of Peace Manor & Harbour Benefits Administrator for the amount of the premiums prior to commencing the General Leave of Absence.

(e) Where payment from an Employee on an approved General Leave of Absence for Health benefits coverage continuation is not received or is overdue, the Employee must make the required payment within seven (7) calendar days of when the payment was due. If payment is not received, benefits will be terminated on the effective date of the leave.

(f) All requests for General Leave of Absence must be submitted to the Employee's supervisor/designate for final approval.

(g) Employees will be required to utilize any and all vacation hours they have accrued to date prior to having a General Leave of Absence approved.

(h) To qualify for a general leave of absence, except in the case of emergency, the Employee must have completed one (1) year of service with the Employer.

ARTICLE 16 - LEAVES OF ABSENCE

16.01 Maternity and Parental Leave

(a) Employees who have completed ninety (90) days of continuous employment with the Employer who qualify will be eligible for:

(i) Maternity Leave

Upon at least four (4) weeks' advance written request indicating the anticipated start and return to work dates, a leave of absence without pay and without loss of seniority will be granted to a maximum of sixteen (16) weeks. Unless otherwise specified within this Collective Agreement, all other matters pertaining to the maternity and parental leave will be referenced against provincial legislation governing maternity and parental leave.

(ii) Parental Leave

Upon at least four (4) weeks' advance written request indicating the anticipated start and return to work dates, a leave of absence without pay and without loss of seniority will be granted to a maximum of sixty-two (62) weeks. Parental leave can be taken by:

- The birth parent (immediately following maternity leave);
- The other parent; or
- An adoptive parent.

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 parents.

The Employer will reinstate the regular Employee in the same classification held by them immediately prior to taking maternity or parental leave at the same basic rate of pay. If the position does not exist, the Employer will provide the Employee with alternative work of a comparable nature at not less than the earnings and other benefits that had accrued to the Employee when the maternity or parental leave started.

16.02 Leave of Absence for Union Business

Leave of Absence without pay or benefits will be granted to Employees to attend Union conventions, seminars, education classes, or other Union business subject to the replacement of the Employee at no additional cost to the Employer and subject to the operational requirements of the Residence. 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. 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 Prince of Peace Manor & Harbour at one time, except in cases of collective bargaining in which case it is understood that the Union will not request Leave of Absence for more than three (3) Employees from Prince of Peace Manor & Harbour at one time. 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 no case will Leave of Absence for Union Business exceed forty (40) days in total per year for all Shop Stewards combined, excluding time spent bargaining a renewal of this Collective Agreement.

16.03 Bereavement Leave

(a) When a death occurs in the immediate family of an Employee, the Employee shall be granted Bereavement Leave of not more than five (5) 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 to a maximum of three (3) days paid, per the Employee's scheduled working days.

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

(c) 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. At the time of bereavement leave notification; the Employer may request reasonable evidence of travel out of province.

16.04 Jury and Witness Duty

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 the full amount of compensation received, to be eligible. The Employee shall notify the Employer immediately upon receipt of notification that the Employee has been subpoenaed by the Crown.

16.05 Other Unpaid Leaves of Absence

(a) The Employer shall provide all leaves in accordance with the entitlements set out in the Alberta Employment Standards Code, as amended from time to time. The Employer may request that the Employee provide satisfactory proof for the leave of absence to ensure the eligibility requirements are met.

For example, the Leaves of Absence in the current Alberta Employment Standards Code include:

Critical Illness Leave
Long-term Illness and injury Leave
Death or Disappearance of a Child Leave
Personal and Family Responsibility Leave
Bereavement Leave
Domestic Violence Leave
Citizenship Ceremony Leave
Compassionate Care Leave

However, this is subject to change and nothing in this Agreement is a guarantee of Leaves of Absence.

ARTICLE 17 - HOURS OF WORK

The following is intended to define the normal hours of work for Employees but shall not be interpreted as a guarantee of hours of work per day or days of work per week.

17.01 Employees are required to use the Employer's Biometric Finger Reader device (or equivalent) at the beginning and end of each shift to ensure they are accurately paid for their hours worked. If an Employee is unable to use the Biometric Finger Reader, they are expected to complete a Payroll Adjustment Form on the day that they were unable to use the Biometric Finger Reader. Failure to provide the form as per the above, may result in a delay of payment for those hours worked. Payroll Adjustment Forms will be provided by the Employer.

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.

17.02 The hours of work for regular full time Employees, exclusive of meal times, shall be seven point seven five (7.75) hours per day and seventy-seven point five (77.5) hours per two (2) week period for up to three (3) LPNs on the day shift, and up to three (3) LPNs on evening shift and up to 2 LPNS on night shift and seven-point five (7.5) hours per day and seventy-five (75) hours per two (2) week period for all other LPNs and HCAs or an equivalent mutually agreed to by the Employer and the Union. Shifts of shorter duration may be scheduled depending on the needs of the Residence.

17.03 (a) Regular Part-time and Part-time Employees will not normally be scheduled to work more than six (6) consecutive days. Regular full-time Employees will not normally be scheduled to work more than five (5) consecutive days.

(b) Days off each week shall be consecutive as far as possible governed by the efficient operation of the Prince of Peace Manor and Harbour.

17.04 Schedules covering a four (4) 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 on Dayforce (or equivalent technology) at least **two (2)** week**s** prior to the day off being requested. Except for call-in shifts, or for circumstances beyond the Employer's control, there will be no changes to an Employee's schedule without mutual agreement. Approval of requests will be indicated within five calendar (5) days of the request.

17.05 The Employer agrees to schedule hours so there shall be a minimum of eight (8) consecutive hours off duty between the completion of one (1) shift and commencement of the next.

17.06 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 at regular time. Overtime will not be incurred.

17.07 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.

17.08 Relief Periods

Employees will be allowed one (1) fifteen (15) minute relief period in each four (4) hour shift or period, without reduction in pay.

17.09 Employees who are currently working a fixed shift will be given at least two (2) weeks' notice of a change in rotation which could include rotating through different shifts

17.10 Shift Premiums

Weekend Premiums will be paid between 2300 Friday to 0700 Monday at the following rates:

- $2.75/hour for all hours worked on the day shift;
- $3.00/hour for all hours worked on the evening; and
- $3.20/hour for all hours worked on night shift.

Evening Premiums will be paid at the rate of $2.00/hour for all hours worked between 1500 – 2300 hours.

Night Premiums will be paid at the rate of $2.50/hour for all hours worked between 2300 – 0700 hours.

The higher premium will apply and at no time would an Employee be entitled to more than the one premium.

17.11 (a) Premiums shall not be duplicated or pyramided, nor shall the same hours worked be counted as part of the normal workweek and also as hours for which overtime premium is paid.

(b) Unless provided for elsewhere in the Collective Agreement, where two (2) or more applicable premiums may apply the Employee will be paid only one (1) such premium, that being the greatest of the applicable premiums.

17.12 Employer In-Service

The Employer will identify specific 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. Those required by the Employer 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. Staff refusing to attend 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.

17.13 Regular Part-time Employees who wish to be considered for additional hours of work, will notify their supervisor in writing.

Where there are available shifts due to pre-planned leaves which are less than three (3) months and are granted prior to the schedule being posted, these shifts will be offered to Regular Part-time and Part-time Employees in the classification, on the basis of seniority. If there are no Regular Part-time or Part-time Employees who accept the shift, Casual Employees will be called in order of seniority. The Employer will endeavour to fill the pre-planned leaves as soon as possible.

Call-in is defined as any shift that becomes available after the schedule is posted. Call-in opportunities will be offered by the Employer, in order of seniority, to Casual Employees. If there are no Casual Employees available, Part-time and Regular Part-time Employees will be called in order of seniority.

Part-time and Casual Employees who are not available for three (3) call-ins in succession on three (3) different dates, must provide a reason for such refusals to their Supervisor. If the Part-time or Casual Employee fails to be available for any of the next six (6) consecutive calls thereafter without a valid reason acceptable to the Employer, they will lose their seniority.

17.14 Shift Exchanges

Employees who request to exchange shifts with other Employees must complete the appropriate fields in the payroll system, for consideration by their Supervisor. Such exchange must be agreed upon by both Employees and is subject to the discretion and approval of the Supervisor.

The Employer will not be responsible or liable for overtime rate claims and non-compliance with the terms of this Collective Agreement that might arise or accrue as a result of such exchange between Employees.

Employees may only exchange shifts if they occur in the same pay period.

ARTICLE 18 - OVERTIME

18.01 The Employer shall determine when overtime is necessary and for what period of time it is required. All overtime must be authorized by the Employer.

18.02 The rate of one point five times (1.5x) the basic rate of pay will be paid for all hours authorized by the Employer and worked by the Employee as follows:

(a) For HCAs, all hours in excess of seven point five (7.5) hours per day or seventy-five (75) hours bi-weekly.

(b) For LPNs, all hours in excess of seven point seven five (7.75) hours per day or seventy-seven-point five (77.5) hours bi-weekly.

18.03 All hours exceeding five (5) consecutive days worked by the Employee, without a day off, shall be paid overtime rates for full-time Employees.

18.04 Hours or shifts that are worked as a result of a mutual shift exchange are not subject to overtime.

18.05 This Article does not apply to Daylight Savings Time where hours worked are at straight time, as specified in Article 17.06.

18.06 Overtime will be offered to Employees based on seniority on a rotational basis. In instances when overtime is required for the next shift with less than two (2) hours notice, overtime can be offered to all Employees based on seniority or Employees currently working on the floor based on seniority.

ARTICLE 19 - WAGES

19.01 Wages shall be paid in accordance with Schedule “A”, attached to and made part of this Collective Agreement.

19.02 When an Employee is temporarily assigned by the Employer to work in a higher paying classification within the bargaining unit for a full shift or more, they shall receive the rate for the job. The rate for the job, with respect to a higher paying position, shall be the Start rate of such position, as listed in Schedule "A" of the Collective Agreement.

19.03 Progression to the next wage step will be in accordance with Schedule "A" of the Collective Agreement.

ARTICLE 20 - MINIMUM REPORTING ALLOWANCE

20.01 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 the Employer leaving a message at the Employee's residence, or by electronic messaging, 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; 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 Prince of Peace Manor or Harbour, nor shall it apply to Employees returning to work without notice after leave of absence.

ARTICLE 21 - PAY DAY

21.01 The Employer agrees that wages shall be paid on a bi-weekly basis, by direct deposit to the Employee's bank account on record with the Employer.

21.02 The Employee will receive a statement of earnings.

21.03 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, with a copy to the Union, 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 following will apply:

- If the overpayment is $150 or less, the Employer shall recover the overpayment by deducting one hundred percent (100%) of the overpayment amount from the Employee's gross earnings on the next pay period.

- If the overpayment is more than $150 but less than $500, the Employer shall recover the overpayment by deducting fifty percent (50%) of the overpayment amount from the Employee's gross earnings on the next two (2) pay periods.

- If the overpayment is $500 or more, the Employer shall recover the overpayment by deducting a maximum of $250 per pay period until the entire overpayment amount is recovered.

If the Employee does not have sufficient funds for the Employer to recover the overpayment per the above schedule, it is agreed that the balance will be deducted from any amounts owed to the Employee such as vacation pay and other banks. The Employee will be informed in writing if this is the case.

In the event the Employee's employment is terminated prior to the full recovery of the overpayment, the Employer will deduct the full outstanding amount from the Employee's final pay. If the final pay is not great enough to cover the full outstanding amount, the Employee will submit post-dated cheques to pay the full outstanding amounts. The number of post-dated cheques will be upon mutual agreement between the Employer and the Employee.

21.04 Should an error occur that results in an Employee being underpaid, and the Employee brings the issue to the attention of their Manager or Designate, the correction will be made as follows:

- If the amount is less than $150.00, the correction will be made in the pay period following the date on which the underpayment was brought to the Employer's attention.

- If the amount is greater than $150.00, the underpayment will be paid back within four (4) business days via direct deposit.

ARTICLE 22- NAMED HOLIDAYS

22.01 Paid Holidays Defined

The Employer will recognize the following paid holidays for eligible Employees:

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	

*Canada Day is to be observed on the calendar day on which day July 1st falls.

The intent is that there shall be no more than eleven (11) paid holidays per calendar year for the duration of the term of this Agreement. If another Federal, Provincial or Municipal holiday should be proclaimed that applies to Prince of Peace Manor and Harbour, such additional proclaimed holiday will replace the paid holiday designated as August Civic Holiday specified above.

22.02 To be eligible for general holiday pay, the Employee must:

(a) Not have been absent without the Employer's consent on the last scheduled day before the holiday or the first scheduled day after the holiday.

(b) Not have refused to work on the statutory holiday when scheduled or required to do so.

22.03 If an eligible Employee does not work on a general holiday, the Employee is entitled to their average daily wage.

Average daily wage is calculated as five percent (5%) of the Employee's wages, general holiday pay, and vacation pay in the four (4) weeks immediately preceding the general holiday. Overtime pay is not included in the calculation of average daily wage.

If an eligible Employee is on vacation when a general holiday occurs, the Employee is entitled to one (1) day's holiday paid at the average daily wage on their first scheduled working day after their vacation. Or, in agreement with the Employer, they can take another day that would otherwise have been a workday before their next annual vacation.

22.04 If an eligible Employee works on a general holiday, they are entitled to either:

(a) their average daily wage, plus one point five times (1.5x) the Employees wage rate for each hour worked;

OR

(b) their wage rate for each hour worked on the general holiday and a day off with payment of average daily wage with pay that is taken at a mutually agreeable time.

ARTICLE 23 - VACATION

23.01 Vacation is calculated based on the total hours paid as of the anniversary of the Employee's date of hire. The following chart applies:

Period Worked	Time Off	Vacation Pay %
1 years to 4 years	2 weeks	4% of regular pay
5 years to 12 years	3 weeks	6% of regular pay
13 years to 17 years	4 weeks	8% of regular pay
18+ years of service	5 weeks	10% of regular pay

Employees who were hired prior to April 1, 2016 as of the date of ratification of this Collective Agreement will be grandfathered as per the following chart:

Period Worked	Time Off	Vacation Pay %
1 year to 5 years of service	3 weeks	6% of regular pay
6 years to 15 years of service	4 weeks	8% of regular pay
16+ years of service	5 weeks	10% of regular pay

23.02 Total hours paid includes all hours paid, and any hours considered paid by legislation.

23.03 Vacation pay is a percentage of earnings in the previous twelve (12) months. Earnings are all wages paid to the Employee, except for the previous year's vacation pay.

Vacation pay will be paid proportional to the amount of vacation taken. The formula will be vacation pay divided by weeks of vacation equals vacation pay per week of vacation taken.

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

23.04 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.

23.05 Employees shall be provided with their up to date vacation entitlement accruals.

23.06 Sick While on Vacation

Should an 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 able to access their Paid Leave Bank as per Article 24 - 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.

23.07 Vacation planners will be posted on or before February 1st of each year for vacations to be taken between June 1st and September 30th of the same calendar year.

All requests received by March 1st will be considered. Vacation requests will be approved in order of seniority by department, subject to operational requirements. The final vacation schedule will be posted by March 15th.

Approved vacation will not be changed unless mutually agreed upon by the Employee and the Employer.

Any requests for vacation time outside this period will be considered on a first come, first served basis. A response to vacation requests will be provided to the Employee within fourteen (14) days of the receipt of the request.

ARTICLE 24 - SICK LEAVE

24.01 All Regular Full-time Employees per Article 4.01 and Regular Part-time Employees per Article 4.02 who have completed probation, will earn a two percent (2%) premium on all earnings in lieu of a sick leave plan.

The premium payment will be accumulated in the Employee's paid leave bank.

Employees can choose to have this premium paid to them by one of the following methods:

(a) as part of the Employee's regular pay cheque, or

(b) as an accumulation, in which case, it is paid if requested by the Employee because they are absent from work due of circumstances beyond their control, including illness, to the extent of the Employee's accumulated premium. An Employee's paid leave bank can be carried over from year to year to a maximum of $4000.00. Any balance above $4000.00 would be paid to the Employee in the month of December, or

(c) As an annual payment in the month of December.

24.02 Employees can change their choice of how the premium is paid to them by advising the Employer, in writing, in November of any year, of the new choice. The amended choice would then become effective in January of the following year.

24.03 If employment concludes, any money which has accumulated is paid as part of the Employee's final pay.

24.04 An Employee who is off work due to illness shall not engage in any gainful employment during the time they are off work. If this does occur, they shall be deemed terminated.

24.05 The Employer may request proof of disabling accident or illness for any absence in excess of three (3) consecutive days.

24.06 An Employee who will be absent from their evening or night shift due to illness must notify the Employer at least three (3) hours prior to the commencement of the shift. An Employee who will be absent on the day shift due to illness must notify the Employer by 11:00 p.m. the night before, if possible, or at least one and one-half (1½) hours prior to the commencement of the shift.

ARTICLE 25 - BENEFIT PLANS

25.01 The Employer will maintain a benefits program in accordance with Schedule "B", attached to and made part of this Collective Agreement.

ARTICLE 26 - LAYOFF AND REHIRE

26.01 (a) In the event of a layoff, the Employer shall notify the Union with at least two (2) weeks' notice. The Employer shall provide affected Employees with notice in accordance with the *Employment Standards Act.*

(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.

26.02 (a) 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.

(b) 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.

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

(d) 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 or part-time Employee with less seniority provided that the Employee is qualified and able to do the work.

(e) Once a displaced Employee has informed the Employer of their choice under 26.02 (b) they will be unable to modify or change their selection as it is deemed final.

26.03 The Employer shall notify Regular Employees to be re-assigned or laid off in accordance with Article 26.01 at least seven (7) 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 seven (7) 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.

26.04 No new Employees shall 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.

26.05 (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) The Employer will send a registered letter of recall to the Employee's last known address on file with the Employer. Such notice will state the position to which the Employee is being recalled and the date and time at which the Employee should report to work.

(c) An Employee who fails to respond in writing to the Employer by email or registered mail signifying their intent to return to work within three (3) days of receipt of the notice of recall or fails to return to work will be deemed to have resigned employment with the Employer.

ARTICLE 27 - RETROACTIVITY

27.01 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 29 or who has been laid off in accordance with Article 26, prior to the date upon which this Collective Agreement is ratified by the Union and Employer, will be eligible to receive retroactively any increase in wages 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 wages one (1) month after the ratification of this Collective Agreement. For clarity, this would only apply to retroactive wages during the term of the current Collective Agreement up to the date of resignation or lay-off (last day worked).

ARTICLE 28 - DISCIPLINE AND DISMISSAL

28.01 The Employer shall only discipline or discharge for just cause. The Employee shall have the right to have a Union Steward present at the discussion of the written disciplinary notice with the Employer.

28.02 An Employee absent for three (3) days without notifying the Employer shall be considered to have abandoned their position and subsequently be deemed to have voluntarily resigned, unless such notice was not reasonably possible.

28.03 Upon service of at least five (5) days notice, an Employee shall have the right to review their personnel file, in the presence of an Employer representative.

28.04 Eighteen (18) 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 a similar nature taken by the Employer with that Employee in that eighteen (18) month period and provided the Employee has not been absent for more than sixty (60) consecutive days during this time. If they have been absent for sixty (60) consecutive days or more, they will have the period extended by the corresponding amount of time.

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

ARTICLE 29 - RESIGNATIONS

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

29.02 The Employee shall return any company property distributed for the purposes of doing their job. This may include any keys, fobs, or any other technology that is provided in the course of employment that is property of Prince of Peace.

ARTICLE 30 - JOB DESCRIPTIONS

30.01 Up-to-date job descriptions shall be available to all Employees for the job classifications in which they are employed.

30.02 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.

30.03 It is agreed and understood that such job descriptions will not form part of the Collective Agreement, will not be subject to negotiations, will not be subject to grievance, and may be changed by the Employer from time to time.

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

ARTICLE 31 - HEALTH, SAFETY AND WELLNESS

31.01 The Employer and the Union shall cooperate to maintain standards of occupational health & safety and accident prevention, in accordance with the Occupational Health and Safety Act.

31.02 A Joint Health & Safety Committee shall be established, with at least one (1) representative being a member of the bargaining unit, fully approved by the Union.

31.03 Minutes shall be kept of all meetings and copies shall be made available in the Joint Health & Safety Binder in the Health & Wellness Office.

31.04 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 32 - UNION MANAGEMENT COMMITTEE

32.01 A Union Management Committee shall be established for Prince of Peace Manor and Harbour consisting an equal number of representatives as mutually agreed by the parties. The committee shall meet on an ongoing basis to discuss matters of mutual concern at least three (3) times per year, providing there are issues to discuss.

ARTICLE 33 - COPIES OF THE AGREEMENT

33.01 Both parties agree to pay fifty percent (50%) of the cost of the Collective Agreement to be printed in booklet form, by the printer of lowest cost.

33.02 The terms and conditions of this Collective Agreement shall be effective the date of the signing of the Collective Agreement, unless specifically set out otherwise.

Signed on behalf of Prince of Peace Manor and Harbour

[redacted]

Date: August 3, 2023

Signed on behalf of Canadian Union of Public Employees, Local 8

[redacted]

Date: July 25, 2023

SCHEDULE ‘A’ - WAGES

Classification	Hours	July 1, 2022	July 1, 2023
HCA	Start	$19.97	$20.52
	1950	$20.22	$20.78
	5850	$20.93	$21.50
	9750	$21.65	$22.24
LPN	Start	$26.49	$27.07
	1950	$26.87	$27.46
	5850	$28.21	$28.83
	9750	$29.60	$30.24

SCHEDULE 'B' - BENEFITS

Benefits	Class xx - Service Employees
Waiting Period	450 hrs
Eligibility	0.5 FTE or greater
Cost Sharing - Employer paid portion	Employee 20% and Employer 80% for all except LTD which is 100% Employee paid.
Dependent Child	Up to age 21 only
Life	$20,000 coverage - mandatory
Reduction	50% at age 65
Termination	age 70
Dependent Life Insurance	Spouse $3,000 child $1,500
Extended Health Care	
Deductible	Nil
Coinsurance	85%
Paramedical	75%; $750 all practitioners combined
Chiropractor; Massage; Naturopath; Osteopath; Physiotherapy; Podiatrist; Psychologist; Speech Therapist	Yes
Hearing Aids	$500 Lifetime
Orthotics	$400 per 3 calendar year
Drugs	
Deductible	Nil
Coinsurance	85%
Vision including eye exams	$250 every 24 months
Dental Care	
Deductible	Nil
Coinsurance	85%
Maximum	$2,000
Major Restorative	N/A
Orthodontia	N/A
Recall	9 months