



**COLLECTIVE AGREEMENT**

**BETWEEN**

**MAYFAIR CARE CENTRE**

**AND**

**RETAIL, HEALTH CARE AND SERVICE EMPLOYEES UNION, CLAC LOCAL 301**

Duration: April 1, 2017 to March 31, 2020

14733 (03)

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Auxiliary Nursing Care and General Support Services

**COLLECTIVE AGREEMENT**

BETWEEN

**TRAVOIS HOLDINGS LTD.**  
(Mayfair Care Centre)  
(hereinafter referred to as "the Employer")

AND

**RETAIL, HEALTH CARE AND SERVICE EMPLOYEES  
UNION, CLAC LOCAL 301**  
(hereinafter referred to as "the Union")

Period: April 1, 2017 to March 31, 2020

**ARTICLE 1 – PURPOSE**

- 1.01 The parties to this Agreement desire to foster and maintain a relationship among the Employer, the Union and the employees which is in every respect conducive to their mutual well-being. The parties hereby pledge to fairly administer this Agreement as one means by which that purpose can be achieved.
- 1.02 If this Agreement is silent on any existing rights and privileges, this shall not mean that either the Employer or the employees are deprived of such rights or privileges.

## ARTICLE 2 – RECOGNITION

- 2.01 The Employer recognizes the Union as the sole bargaining agent for the purposes of this Collective Agreement, and it shall apply to all employees as outlined in the Alberta Labour Relations Board Certificate No. 67-98 dated March 18, 1998, and Certificate No. 66-98 dated March 18, 1998, that is, "all employees" of Mayfair Care Centre Home when employed in "auxiliary nursing care" and "general support services" and/or as outlined in Schedule "A" attached hereto.
- 2.02
- a) Full-time employee means an employee who is regularly scheduled to work 70 or more hours per two week period.
  - b) Part-time Benefits employee means an employee who is regularly scheduled to work at least 45 hours per two week period but less than 70 hours per two week period.
  - c) Part-time employee means an employee who is regularly scheduled to work less than 45 hours per two week period.
  - d) Where the feminine pronoun is used in this Agreement, it shall mean and include the masculine pronoun where the context so requires and vice versa.
- 2.03 Employees shall work co-operatively with nurses and other supervisory personnel while performing their normal work in order to enhance the quality care provided for the residents of the Home. Within this context, registered nurses, supervisors and other personnel outside the bargaining unit will work together with bargaining unit employees to achieve the same objective.

## 2.04 Management Rights

- a) The Union agrees that it is the exclusive function of the Employer to perform the usual functions of Management, including, but not to restrict the generality of the foregoing.
  - (i) to conduct its business in all respects in accordance with its commitments and responsibilities, including the right to maintain and improve order, discipline and efficiency;
  - (ii) to make, alter, from time to time, and enforce reasonable rules of conduct and procedure to be observed by the employees.
- b) It is agreed that the functions set forth in Article 2.04 (a) shall not be exercised in a manner inconsistent with the express provisions of this Agreement.
- c) Notwithstanding anything to the contrary within this Agreement, a claim that an employee has been unjustly discharged or disciplined may be the subject to a grievance and dealt with in accordance with the grievance procedure.

## 2.05 Labour-Management Committee

- a) The parties agree to establish an active Labour/Management Committee in the Home.
- b) The Committee shall be made up of management personnel and the Union stewards. One of the management personnel shall be the administrator of the Home and one of the Union representatives shall be the CLAC representative.
- c) The Committee shall keep minutes of its meetings and post them in the Home. A copy will be forwarded to the Union's regional office concerned.
- d) The Committee shall appoint from among themselves a chairperson and a recording secretary with such positions rotating as agreed upon by the Committee.

- e) The Committee shall arrange labour/management meetings by mutual agreement of the parties.
- f) Employees serving on the Committee shall be paid at their regular hourly rate for meeting time during their hours of work.
- g) The Committee shall deal with all matters of mutual concern, however, the Committee shall not deal with grievances or negotiations and it is not empowered to alter or amend any of the terms of this Collective Agreement or in any way infringe on the requirements and standards of the Alberta Government regulations.
- h) Any employee or any non-bargaining unit person may refer matters to the Committee for consideration. Such referrals shall be in writing to the Committee.
- i) The parties commit themselves to these procedures in recognition of their joint responsibilities and mutual desire to give the best possible care to the residents entrusted to them. The parties declare that, in all instances and circumstances, they commit themselves to the best of their ability to the happiness, security and physical and emotional well-being of the residents.
- j) Should the Labour/Management Committee meetings present a problem in terms of staffing; the matter will be resolved by the Administrator.

### **ARTICLE 3 – UNION REPRESENTATION**

- 3.01 For the purpose of representation with the Employer, the Union shall function and be recognized as follows:
- a) Stewards appointed by the Union are representatives of the employees in the processing of grievances.

- b) CLAC representatives represent the employees in all matters pertaining to this Agreement. They are authorized to negotiate amendments to the renewal of this Agreement and to enforce all rights of the employees under this Agreement and under the law.
- c) CLAC representatives shall notify in advance the administrator of the Home or his designate before conducting any business in the Nursing Home and shall not interfere with the work in the Nursing Home.

3.02 A steward shall be granted time off, without loss of wages, to assist an employee in the presentation of a grievance where such grievance must reasonably be dealt with during working hours. The steward must first obtain permission from their supervisor. Such permission will not be unreasonably withheld. Upon completion of their business, the steward will report to her supervisor and then return to her regular duties.

3.03 The Employer will keep the stewards up to date about new employees to enable the stewards to take up contact with these employees in order to welcome them and to inform them of the contractual relationship between the Employer and the Union.

3.04 In addition to CLAC representatives, the Union has a right to appoint employees as members of its bargaining committee up to an average of two (2) persons. These employees shall be paid by the Employer at regular hourly rates for all time spent on negotiating a Collective Agreement with the Employer whenever this takes place during their regular working hours.

3.05 Once every three (3) months, employees may be given the opportunity to meet and discuss Union matters in a room provided by the Employer on the Employer's premises. These meetings will be attended by representatives of the Union. The

Union shall arrange for a mutually satisfactory date with the administrator or his designate one (1) week before the meeting. Such meetings shall take place prior to or at end of the day shift and the Employer shall endeavour to make arrangements to permit one (1) steward who must otherwise be on duty to attend these meetings for up to one-half (½) hour without loss of pay. No payment of overtime shall be paid to any employee for attending such meetings. It is agreed that sufficient staff must be maintained at all times in the Nursing Home.

#### **ARTICLE 4 – NO STRIKES OR LOCKOUTS**

- 4.01 During this Agreement and while negotiations (including mediation proceedings) for a renewal agreement are taking place, the Union shall not permit or encourage any strike, slowdown or stoppage of work and shall not otherwise restrict or interfere with the Employer's operations through its members.
- 4.02 During this Agreement and while negotiations (including mediation proceedings) for a renewal agreement are taking place, the Employer shall not lockout any of its employees or deliberately restrict or reduce hours of work or layoff employees when such layoff is not warranted by the workload.

#### **ARTICLE 5 – UNION MEMBERSHIP AND DUES DEDUCTIONS**

- 5.01 Neither the Employer nor the Union will compel employees to join the Union. The Employer will not discriminate against any employee because of Union membership or lack of it and will inform all employees of the contractual relationship between the Employer and the Union.

- 5.02 The Union agrees that it shall make membership in the Union available to all employees covered by this Agreement.
- 5.03 The Employer is authorized and shall deduct from each employee's pay an amount equal to Union dues, in accordance with the Union's policy on dues payment. Such deductions shall go into effect with the first month of employment of an employee. The Employer shall also deduct and remit any authorized administration dues owing to the Union.
- 5.04 a) The total amount deducted will be turned over to the Union each month within a week after the last deductions for the month are made, together with an itemized list of the employees for whom the deductions are made and the amount deducted for each. The Employer shall be saved harmless for all deductions and payments made.
- b) The Employer shall annually report on an employee's T-4 form (income tax slip) the amount of Union dues deducted from the employee in that year.
- 5.05 The Union has a conscientious objection policy for employees who cannot support the Union with their dues for conscientious reasons, as determined by the Union's internal guidelines of what constitutes a conscientious objection.

#### **ARTICLE 6 – PROBATIONARY PERIOD**

- 6.01 Full-time and part-time employees shall serve a probationary period of 450 hours worked with a maximum 450 hour extension only when mutually agreed upon by the Employer and the Union. The Employer will then notify the employee in these instances. Upon extension of probation, a performance appraisal will be completed with the employee.

Upon completion of the probationary period, an employee shall obtain seniority based on the employee's last hiring date. This date shall be the date for determining seniority, vacation, etc. An employee may request a progress report while on probation.

6.02 On or before the expiry date of an employee's probationary period, the Employer will notify her in writing that:

- a) she will receive a permanent appointment; or
- b) her employment will be terminated and such termination shall not be subject to the grievance procedure.

During the probationary period the Employer will meet with the probationary employee to review her progress to date, including any areas that require improvement. If the probationary employee thinks her review is unfair she may request and shall be granted a further meeting with the Employer. It is understood that such performance reviews are not grievable.

6.03 Employees hired as part-time employees and who have completed their probationary period shall not be required to serve an additional probationary period when promoted to status of full-time employee. If, during the probationary period, an employee is transferred from part-time or full-time status or vice versa, the employee shall be credited with and retain all shifts worked for probationary purposes.

6.04 During the probationary period an employee shall not receive any health and welfare benefits (Article 19), Pension Plan (Article 20), sick leave (Article 21), leave of absence (Article 22) and/or bereavement leave (Article 24).

- 6.05 Upon completion of the probationary period each new employee's name shall be added to the seniority list and their seniority shall date back to the date of hire. In addition each new employee shall be credited from the date of hire with the appropriate sick leave credits.

### **ARTICLE 7 – WAGE PROGRESSION**

- 7.01 For the purpose of wage progression within classifications, nineteen hundred and fifty (1950) hours worked constitute one (1) year. Hours worked shall include all hours worked and paid for, all hours not worked and paid for, as well as vacation time, general holidays, time spent on orientation and authorized leaves of absence as set out in Articles 22.06. Sick time and vacation time shall not be included during the employee's probationary period. The Employer will post a list quarterly (or as needed) with each employee's total accumulated hours worked with the Employer on the Union Bulletin board.

### **ARTICLE 8 – PART-TIME EMPLOYEES**

- 8.01 Part-time employees who have completed their probationary period shall receive all benefits outlined in this Agreement on a pro-rated basis after they have completed their probationary period.

In the event of a change of status of part-time to full-time, or vice versa, benefits paid on behalf of full-time employees or pro-rated payments for benefits paid to part-time employees shall be changed accordingly.

## **ARTICLE 9 – JOB POSTING AND VACANCIES**

9.01 When filling any vacancy the Employer shall give preference to qualified applicants as follows:

- a) employees with seniority within the home;
- b) employees who have not attained seniority;
- c) applicants from outside the home who are members of the Union;
- d) applicants from outside the home.

9.02 The Employer will post permanent job vacancies and temporary vacancies that are expected to be for a period of eight (8) weeks or longer. The posting will indicate:

- a) classification;
- b) department;
- c) the starting date of the position;
- d) qualifications required;
- e) anticipated duration, if position is temporary;
- f) shift to be worked and the approximate number of shifts per pay period.

9.03 When filling a job vacancy, the Employer will consider:

- a) seniority;
- b) skill, qualification and ability.

Preference will be given to qualified employees with the most seniority.

9.04 Notice of a vacant or newly created position (as per Article 2.01), and any vacancy from filling such position, shall be posted on the bulletin board for seven (7) calendar days and a copy of the job posting shall be emailed to all union members. It is the responsibility of each employee to ensure that their correct email is on file with the Employer.

Applicants must submit an internal job application to the supervisor in charge before the end of the posting.

The Employer will fill further openings resulting from postings as outlined in 9.01 and 9.03 above and in accordance with the posting procedure for the first two (2) vacancies resulting from the original vacancy. The Employer at his discretion may fill all other vacancies.

9.05 The employee selected to fill a vacant position will serve a trial period of one hundred and fifty hours (150). At the end of this period, the Employer may transfer the employee back to her former position if the Employer feels that the employee is not suitable for the new job. The employee in like manner may wish to return to her former position if she feels she is not suitable for the job. In either case the employee will return to her former position without impunity.

Other employees who were transferred or promoted because of the aforementioned described changes shall also transfer back.

9.06 The applicant selected to fill a vacant position shall be paid as follows:

- a) shall receive the rate in effect for the new classification at the time of transfer. The successful applicant will maintain all seniority rights, benefits and wage progression increments (accumulated hours) in the new classification;

- b) upon successful completion of the trial period an employee who has not completed her probationary period, as outlined in Article 6.01, shall receive the probationary wage rate of the new classification until her employment probationary period is completed.
- 9.07 The Employer may fill posted vacancies temporarily until a permanent candidate is selected.

**ARTICLE 10 – JOB CLASSIFICATIONS AND RATES OF PAY**

- 10.01 Employees shall be classified and paid in accordance with Schedule "A" attached hereto.
- 10.02 Wages shall be paid every second Friday via electronic transfer. Pay stubs shall be emailed to all employees in advance of the payday. Employees without an email address may request to have a copy of their pay stub printed by the Employer.
- 10.03 It is agreed that the Employer will discuss with the Union any contemplated changes in pay periods.
- 10.04 When an employee who is scheduled reports for work in a normal manner and is notified that no work is available she shall receive a minimum of four (4) hours of pay. The Employer may assign work to the employee for the four (4) hours.

When an employee is "called back" she shall receive a minimum of three (3) hours pay at one and one half (1½) times her regular rate, or the actual number of hours worked at one and one half (1½) times the regular rate, whichever is greater.

If an employee is called one (1) hour or more before she is scheduled to report for work and informed that she is not to

report for work after all, then the provisions of this Article shall not apply.

- 10.05 Employees called in for an employee who has not started her shift shall be paid for the full shift called in for even if they report late due to short notice. It shall be the responsibility of the Employer to ascertain the approximate time the called-in employee is able to report for work.
- 10.06 When the Employer introduces new classification of work in the Home, the parties shall negotiate wage rates for such new classification. If they fail to reach agreement, they shall submit the dispute to arbitration in accordance with the procedures outlined elsewhere in this Agreement.
- 10.07 Employees who are assigned to work in more than one (1) classification shall be paid at the appropriate hourly rate for all hours worked in each classification.

#### **ARTICLE 11 – WORK SCHEDULES, HOURS OF WORK AND OVERTIME**

- 11.01 New employees will be given sufficient orientation to equip them for their work. During orientation the new employee shall be an "extra" while working with regular employees.
- 11.02 It is agreed that the normal shifts shall be as follows:
- a) The first shift of the day shall commence at 11:00 pm and finish at 7:00 am
  - b) The second shift of the day shall commence at 7:00 am and finish at 3:00 pm
  - c) The third shift of the day shall commence at 3:00 pm and finish at 11:00 pm

### 11.03 Hours of Work

- a) The normal hours of work for regular full-time employees shall be seven and one half (7½) hours per day and thirty-seven and one half (37½) hours per week.
- b) The work week shall be arranged as far as possible so as to permit all employees to have an equal number of week-ends off and the days off each week shall be consecutive as far as possible governed by the efficient operation of the Nursing Home.

### 11.04 Overtime

- a) Overtime shall apply after an employee has completed seven and one half (7½) hours in a day or thirty-seven and one half (37½) hours in a week.

Authorized overtime shall be paid for at the rate of time and one-half (1½) of the employee's regular rate of pay.

No overtime shall be paid to an employee who works in excess of the employee's regularly scheduled work hours in a two (2) week period as a result of an exchange of shift or for reasons of personal convenience or for time taken off equivalent to overtime by mutual arrangements.

- b) Employees may elect to receive time off in lieu of overtime. Such time off shall be the equivalent of the actual time worked adjusted by the applicable overtime rate and shall be taken at a mutually agreed upon time by the employee and the Employer.

11.05

Scheduling of Hours

- a) The following regulations shall govern the scheduling of hours of employees in the bargaining unit. Except where mutually agreed otherwise between the Employer and an employee, shift schedules shall be arranged so that an employee:
  - (i) is not scheduled to work more than five (5) consecutive days;
  - (ii) will have as far as possible at least every second week-end off;
  - (iii) may exchange shifts with another employee provided the Employee has the approval of the Employer and that no cost of the Employer results;
  - (iv) where shifts are mutually agreed (i.e., no rotation) other employees will have rights to grieve selection and/or apply under provisions of Article 9 – Job Posting.
- b) Shift schedules covering a four (4) week period will be posted two (2) weeks in advance. Employee requests for specific days off must be submitted to the Department Head two (2) weeks in advance of posting.
- c) If an employee's request for time off in accordance with the provisions of Articles 11.05(a) and 11.05(b) above results in a conflict within Articles 11.05(a) and 11.05(b) above, the said request and the grant of such request shall not be deemed a violation of this Agreement because of the employee's individual request.
- d) All full-time or part-time employees who work on an assigned day off as per an assigned schedule at the Employer's request shall be paid in accordance with the provisions of Article 11.04(a). The employees may at their option be either paid for the day or receive one and one-half (1½) days off in lieu of pay for working a regular day off.

This will apply only at the completion of a full five (5) day schedule as defined in Article 11.05(a)(i). Employees who work additional shift(s), at the employee's own request, will be paid at their regular wage rate for all additional hours worked up to the Alberta Employment Standard overtime minimums. In the event the Employer requests an employee to work a consecutive or extended shift, he/she will be paid at time and one half (1½) for the first four (4) hours of the shift, and at double (x2) time for the last four (4) hours of the shift.

- e) The Employer agrees to schedule hours so that employees will receive a minimum of twenty-four (24) hours off between shifts and changeover of shifts, and forty (40) hours if there is one day off between change over and sixty-four (64) hours if there are two (2) days between changeover of shifts.

11.06 The Employer will recognize the integrity of the part-time positions and will not make unreasonable requests for additional work from part-time employees. Part-time employees shall be scheduled by seniority.

11.07 Each employee will be evaluated annually by her supervisor or manager. The employee will be given a copy of the evaluation. The object of this evaluation is to inform the employees of their performance in their jobs and to allow discussion regarding their jobs. Employees will also be allowed to see their personnel file for their inspection of its contents.

11.08 Shift Premiums

The following premiums will be in effect:

- a) The Evening Shift Premium will be paid at the rate of one dollar (\$1.00) per hour. This premium will apply Sunday to Saturday where the majority of hours worked falls between

3:00 pm to 11:00 pm. The Evening Shift Premium is designed for those employees who are scheduled to work this shift, not for employees for whom a portion of their shift falls into the times mentioned. The times listed above are approximate start and end times for this shift as some evening shift employees may start and finish within an hour or two the times listed.

Effective April 1, 2018, the Evening Shift Premium will increase to one dollar twenty-five cents (\$1.25) per hour.

- b) The Night Shift Premium will be paid at the rate of one dollar seventy-five cents (\$1.75) per hour. This premium will apply Sunday to Saturday where the majority of hours worked falls between 11:00 pm to 7:00 am. The Night Shift Premium is designed for those employees who are scheduled to work this shift, not for employees for whom a portion of their shift falls into the times mentioned. The times listed above are approximate start and end times for this shift as some night shift employees may start and finish within an hour or two the times listed.

Effective April 1, 2018, the Night Shift Premium will increase to two dollars (\$2.00) per hour.

- c) The Weekend Shift Premium will be paid at the rate of one dollar seventy-five cents (\$1.75) per hour. This premium will apply for all hours worked between Friday 11:00 pm to Monday 7:00 am.

Effective April 1, 2018, the Weekend Shift Premium will increase to two dollars (\$2.00) per hour.

- d) Team Support Premium - \$1.00 per hour. This premium shall apply to those employees who are required to hold this position on weekends when the regular Supervisors are not working. The Employer will appoint employees to this position based on the employees having the required skill set and ability to serve in this leadership role.

These shift premiums will compound where time frames overlap.

## **ARTICLE 12 – ABSENCE FROM WORK AND REPORTING**

- 12.01 An employee who is unable to report for work shall give the Employer a minimum of two (2) hours notice (except for the day shift, which shall be required to give one (1) hour notice).
- 12.02 Every employee shall be required to obtain a doctor's certificate upon return to work after an illness that lasts longer than three (3) working days. The Employer may require a doctor's certificate on the first day of illness if an employee is proven to have developed a pattern of absences that would warrant the request of a doctor's note (i.e. without limiting the generality of this example, a pattern may include an employee who has missed four (4) of the last six (6) Mondays due to illness).

## **ARTICLE 13 – LUNCH AND REST PERIODS**

- 13.01 There shall be one (1) fifteen (15) minute rest period with pay during each half shift at times designated by the Employer. Employees shall be allowed to take their full fifteen (15) minutes uninterrupted except in cases of emergency. There shall be a one-half (½) hour unpaid lunch break during each full shift.

- 13.02 An employee who works more than four (4) hours of overtime after completion of her regular shift shall be provided with a free meal after each four (4) hours of overtime.

#### **ARTICLE 14 – SENIORITY**

- 14.01 Seniority is the ranking of employees in accordance with their employment starting date.
- 14.02 The Employer shall recognize seniority of each employee within the Home. Seniority shall accumulate for an employee according to the length of employment with the Employer based on their last starting date.
- 14.03 The Employer shall maintain seniority lists and make copies available to the Union upon request.
- 14.04 An employee's seniority shall end when an employee:
- a) voluntarily quits the employ of the Employer;
  - b) is discharged for cause;
  - c) fails to report on the first day following the expiration of a leave of absence unless she has a justifiable reason;
  - d) is laid off for a continuous period of more than twelve (12) months;
  - e) has been absent for two (2) consecutive working days without having notified the Employer unless a reason satisfactory to the Employer is given;
  - f) is off work due to illness for a period of eighteen (18) months and will be reviewed at that time.
  - g) obtains gainful employment while on a leave of absence from work.

- 14.05 Seniority shall be transferable to any nursing home operated by the Employer at which the Union has a Collective Agreement with the Employer.

### **ARTICLE 15 – REHIRING**

- 15.01 Employees who terminate their employment and are rehired within six (6) months shall not have to serve a probationary period and shall begin accumulating seniority from the date of rehire. The employee shall receive the rate of pay effective as after completion of the probationary period of the appropriate job classification. If the employee is rehired to work in a different classification, she shall receive the probationary rate.

### **ARTICLE 16 – LAYOFFS**

- 16.01 In case of layoffs, the Employer will recognize the seniority standing of each employee as the continued performance of her work permits. Ability to perform available work being relatively equal seniority shall prevail so that the employee having the highest seniority shall be laid off last and recalled first. In case of shift (line) changes or adjustments that create layoffs, any employee thus affected will be given the opportunity to bump lower seniority employees as long as they have the ability to perform the work. If a senior employee bumps a junior employee the senior employee must give up their current shift (line) and take over the junior employee's complete shift (line), not just a portion of it.

16.02 Notice of Layoff

Except in cases of emergency, the Employer shall give each employee in the bargaining unit who has acquired seniority and who is to be laid off for a period of more than one (1) week written notice of layoff.

The Employer, whenever possible, shall give the Union a one (1) week notice of the intention to layoff employees.

16.03 An employee who is recalled to work after a layoff must return to work within two (2) working days if unemployed and within four (4) working days if employed elsewhere. It shall be sufficient for the Employer to send notice of recall to the employee's last known address by registered mail.

16.04 Termination

An employee, whenever possible, shall give a minimum of two (2) weeks notice of termination of employment.

16.05 The Employer shall give two (2) weeks notice of termination of employment or pay two (2) weeks wages in lieu of notice except in case of dismissal for cause of termination during the probationary period.

16.06 Retirement

If the Employer has a reasonable safety concern regarding the employee's ability to perform his or her job; the Employer may require the employee to submit a fitness-for-duty certification that specifically addresses the employee's ability to perform the essential functions of his or her job. The cost of this certification/assessment will be borne solely by the Employer. A job description/requirement will be provided to the employee for his/her health care provider's reference.

In determining whether a reasonable safety concern exists, an employer should consider the nature and severity of the potential harm and the likelihood that potential harm will occur.

### **ARTICLE 17 – GENERAL HOLIDAYS**

- 17.01 a) The following days will be paid General Holidays:  
New Year's Day, Family Day, Good Friday, Victoria Day, Canada Day, Civic Holiday, Labour Day, Thanksgiving Day, Remembrance Day, Christmas Day, Boxing Day.
- b) If the federal or provincial government proclaim additional holidays; such additional holidays will be considered General Holidays for the purposes of this Article.
- c) If another federal holiday should be proclaimed during the term of this Agreement, such additional holiday will be added to this Article.
- 17.02 A full-time employee assigned to work on a General Holiday shall be paid at the rate of one and one-half (1½) times the regular hourly rate for each hour worked, in addition to General Holiday pay.
- 17.03 If any of the General Holidays occur on a full-time employee's regular day off, the employee will have the choice of receiving an additional day's pay or another day off with pay in lieu of the General Holiday at a mutually agreed upon time. If the employee chooses to take another day off with pay in lieu, the day must be taken by filling out a stat request form within forty-five (45) days from the General Holiday or it will be paid out to the employee on the payroll following the forty-five (45) day period.

17.04 Part-time employees working on a General Holiday as designated in Article 17.01(a) shall be paid at the rate of one and one-half (1½) times their regular hourly rate for each hour worked. Part-time employees will also receive General Holiday pay if the General Holiday falls on a day that they are regularly scheduled to work.

If a part time employee works an irregular schedule and there is doubt about whether the holiday is a day on which the employee is normally scheduled to work, the doubt is to be resolved as follows: If during at least five of the last nine weeks, the employee regularly worked on the day of the week that the general holiday falls, the holiday is to be considered a day that would normally have been a workday for the employee.

- 17.05 a) An employee shall not be entitled to holiday pay unless she reports for work on her last scheduled shift before the holiday or on her first scheduled shift after the holiday. This restriction shall not apply if the employee is excused in writing by the employer or if she is on one of the qualifying days and produces an appropriate doctor's certificate.
- b) An employee shall not be entitled to payment for a General Holiday or a day off in lieu thereof when the employee is:
- i) on lay off;
  - ii) in receipt of:
    - a) Workers Compensation benefits or;
    - b) Sick leave credits on the General Holiday or;
    - c) Employment Insurance (EI) sickness benefits or;
    - d) Long-Term Disability
  - iii) on an unpaid Leave of Absence (LOA);
  - iv) on an unpaid LOA in excess of thirty (30) days.

- 17.06 If an employee misses a qualifying day when there are two (2) or more consecutive holidays, the employee shall lose one (1) holiday for each qualifying day missed and one (1) further holiday for each day missed in succession to the qualifying day.
- 17.07 Employees shall be scheduled to work on Christmas Day of one year or New Year's Day of the next year but not on both of these holidays. If an employee has worked on Christmas Day the previous year, the Employer shall make every effort not to schedule her for Christmas Day the following year.
- 17.08 If a general holiday occurs during the vacation period of a full-time employee, such employee shall receive an additional day's pay in lieu of the holiday at straight time. An employee may, however, prior to going on vacation, inform her supervisor of her preference to take an additional day off with pay. Such additional day off with pay must be taken by filling out a stat request form within forty-five (45) days of the General Holiday.

**ARTICLE 18 – VACATION AND VACATION PAY**

- 18.01 All full-time employees shall be entitled to vacation according to the following schedule:

| Period Worked (Years) | Time-Off  | Vacation Pay |
|-----------------------|---|--------------|
| Less than 1 year      | 1 day/each month worked<br>(up to a Maximum of 10 Days) | 4%           |
| 1 but less than 3     | 10 days   | 4%           |
| 3 but less than 6     | 15 days   | 6%           |
| 6 but less than 15    | 20 days   | 8%           |
| 15 or more            | 25 days   | 10%          |

No time off will be given to an employee for vacation unless such employee has completed a minimum of six (6) calendar months of service. Such time off will not take away the employee's right to vacation pay.

For clarification, it is understood that the Time-Off amounts listed above are based on the days worked per week of a full-time employee. Part-time employees are pro-rated in accordance with their regular days of work per week.

- 18.02 The date to determine the "period worked" is the employee's last hiring date.
- 18.03 Vacation pay is calculated at the applicable percentage over the employee's gross earnings as defined by the Income Tax Act.
- 18.04 Employees may submit, to his or her Department Head or Supervisor, a request for vacation using a vacation request form. All requests should be submitted at least two (2) weeks in advance. Their Department Head or Supervisor will provide the employee a copy of the approval or denial of their request within three (3) working days. If the vacation request is denied, the Employer will provide the reason to the employee. If multiple requests have been received for the same period, approval will be based on seniority.
- 18.05 Vacation pay is to be paid out when an employee takes her vacation and any remaining amount to be paid out in December.

18.06 Once every three (3) years, full time and part time employees may carry forward vacation time into the following year to accommodate a vacation up to five (5) weeks. Employees must submit applications for such vacations no less than six (6) months in advance to their supervisor. Supervisors must respond to such requests within two (2) weeks and such requests shall not be unreasonably denied.

### **ARTICLE 19 – HEALTH AND WELFARE PLAN**

19.01 In order to protect employees and their families from the financial hazards of illness and accidents, the Employer will pay seventy percent (70%) of the monthly premium costs towards the Benefit Service Plan, administered by the CLAC Health and Welfare Trust Fund for each Full-time employee or Part-time Benefits employee as defined in Article 2.02a) and 2.02b).

19.02 The Employer will remit insurance premiums so that insurance coverage will be implemented for new eligible employees once they have completed probation, as per article 6.01a) and 6.01b).

19.03 Eligible employees must be enrolled in the CLAC Benefit Service Plan, unless the employee proves she has other coverage, where she can be exempt from the Dental and Extended Health sections only.

19.04 It is the responsibility of each employee to complete the enrolment form for the benefit plan, which is a condition of coverage.

19.05 The Employer shall deduct from eligible employees an amount equal to the employee's portion of the premiums normally on the first pay period of each month.

- 19.06 The Employer shall remit premiums to the Union's Provincial Remittance Processing Centre once a month, for the insurance coverage outlined herein, subject to the conditions stated in the insurance policies.
- 19.07 The Employer will provide a list of employees participating in the CLAC Benefit Service plan, along with monthly remittances to the Union's Provincial Remittance Processing Centre each month.
- 19.08 It is the responsibility of each employee to be familiar with the specific details of coverage (outlined in Schedule "B") and eligibility requirements of the benefit plan, and that neither the Union nor the Employer, has any responsibility for ensuring that all requirements for eligibility or conditions of coverage or entitlement of benefits are met by the employee, beyond the obligations specifically stipulated in this agreement.
- 19.09 An employee normally eligible for insurance coverage and on a leave of absence due to illness or accident shall continue to be eligible for insurance coverage for a period of one (1) month if employed less than two (2) years (3,899 hours or less) and for a period of three (3) months if employed for more than two (2) years (3,900 hours or more) while on such leave of absence.
- 19.10 An employee normally eligible for insurance coverage and on a leave of absence, or maternity/paternity leave, may continue under the insurance plans by paying the total monthly cost to the Employer each month in which she is not entitled to Employer-paid coverage. The Employer will continue to pay the company share of all health and welfare benefits, if any.

## **ARTICLE 20 – REGISTERED PENSION PLAN**

- 20.01 Full-time and Part-time Benefit employees who have completed probation may participate in the CLAC Pension Plan #0398594 (RPP). These employees must choose to contribute either one percent (1%), two percent (2%), three percent (3%), four percent (4%), or a maximum of five percent (5%) of their base hourly wage rate into the pension plan.
- 20.02 The Employer will make a matching contribution up to five percent (5%) of each participating employee's base hourly wage rate.
- 20.03 Part-time employees will be eligible once they have attained Full-time or Part-time Benefit status, as defined in Article 2.02.
- 20.04 The Employer will not have responsibility for administration of the RPP. The Employer's responsibility is to remit the contributions agreed upon monthly, in a manner consistent with Articles 20.01 and 20.02.
- 20.05 The Employer will remit the stipulated amounts to the Union's Provincial Remittance Processing Centre together with an itemized list showing the amounts, the individual's name, address and Social Insurance Number. The Employer shall be saved harmless for all deductions and payments so made.
- 20.06 Employees may choose to make additional voluntary contributions (AVC), above the maximum contribution percentages mentioned in Article 20.01, in multiples of five dollars (\$5.00). Such AVC shall not be matched by the Employer. The Employer agrees to deduct AVC by way of payroll deduction and remit that amount to the Union's Provincial Remittance Processing Centre. It is furthermore

agreed that the AVC will be recorded separately on the Employer's monthly remittance.

- 20.07 It is understood and agreed that participating employees may not make AVC if, as a result, the employee will be over-contributing pursuant to Canada Customs and Revenue Agency (CCRA) regulations regarding pension contribution limits. It shall be the responsibility of the participating employee to know her pension contribution limits.
- 20.08 Upon reaching age fifty-five (55), employees shall receive an information package jointly from the Employer and the Union. The purpose of the information package is to help employees understand how to plan for retirement and what sources of income they will have when they retire. Employees may schedule a further one-on-one session with the Employer to help them understand the contents of the information package and answer any questions that the employee may have. Employees may also contact the Union to receive information about their CLAC Pension account.

### **ARTICLE 21 – SICK LEAVE**

- 21.01 Pay for sick leave is for the sole and only purpose of protecting employees against loss of income when they are legitimately ill, or when they cannot attend work due to a dependent young child (0-5 years old) being legitimately ill, and will be granted to full-time employees on the following basis providing sick leave credits are available:
- a) After completion of the probationary period as defined in Article 6.01, employees shall be granted sick leave credits for personal illness from the date of employment. Such credit shall be granted on the basis of one day seven and

one half (7½) hours) per month of service and shall accumulate to a maximum of twelve days (ninety (90) hours).

- b) The right to sick pay shall cease upon notice of termination of employment.
- c) Any employee absenting himself on account of personal illness shall, receive sick pay benefits equal to the employee's normal wage for each hour of personal illness that he was scheduled to work, to the extent of his accumulated sick leave credits, or to the date when he becomes entitled to other sick leave payments under the CLAC Health and Welfare Plan, whichever occurs first. It is understood and agreed that sick leave credits covered by Article 21.01(a) shall not be utilized while an employee is receiving compensation under the *Worker's Compensation Act*.
- d) Any employee absenting himself on account of personal illness must notify the Employer on the first day of illness before the time he would normally report for duty. Failure to give adequate notice, unless such failure is unavoidable, may result in loss of sick leave benefits for that day of absence.
- e) Should any sick time last longer than three (3) days, employees must obtain a doctor's note prior to their return to work.

21.02 Part-time employees shall be granted sick leave credits on a pro-rated basis. They shall be entitled to payment for all scheduled hours lost due to sickness on the same basis as full-time employees.

21.03 Employees who have, at the end of a calendar year, used less than one full day (7½ hours) of sick leave credit will be paid out

three full days (twenty-two and one half (22½) hours) of their remaining sick leave credits.

- 21.04 When an employee has accrued the maximum sick leave credit of twelve (12) working days or ninety (90) hours, she shall no longer accrue sick leave credits until such time as her total accumulation is reduced below the maximum. At that time she shall recommence accumulating sick leave credits.

## **ARTICLE 22 – LEAVE OF ABSENCE**

- 22.01 An employee may be granted a Leave of Absence without pay for personal reasons provided that such leave may be arranged without undue inconvenience to the normal operations of the nursing home. Except in emergencies, written applications for a Leave of Absence must be made at least two (2) weeks in advance of such leave. Normally an employee will be expected to take vacation time before a leave of absence is granted, except in emergency circumstances.
- 22.02 Where any leave of absence without pay exceeds four (4) or more consecutive weeks:
- a) credit of seniority, salary increase, vacation and cumulative sick leave will be suspended during the leave;
  - b) The Employer will make no payments towards Alberta Health Care Insurance Commission or Group Life or any other Plan in effect during the leave. The employee may, however, continue her coverage in the above-mentioned Plans by contributing the cost of the premium to the Employer and the Employer will make the payments to the respective carriers.

22.03 Employees who are on a leave of absence will not engage in any gainful employment, unless approved by the Employer, with any other employer while on such leave, and if an employee does engage in gainful employment while on such leave of absence, he will forfeit all seniority rights and privileges contained in this Agreement.

22.04 Maternity Leave

Maternity leave shall be granted in keeping with the Alberta Employment Standards Code.

22.05 Parental Leave

Parental leave shall be granted in keeping with the Alberta Employment Standards Code.

22.06 Leave of Absence for Union Business

The Employer shall grant leaves of absence without pay to employees to attend Union conventions, seminars, education classes or other Union business.

In making application for a leave of absence for Union business, it is understood and agreed that such leave shall be for no longer than a two (2) week period and will not be requested on more than three (3) occasions in a calendar year. It is further understood and agreed that the Union will not request such leave for more than one employee in a nursing home at the same time.

### **ARTICLE 23 – BULLETIN BOARDS**

23.01 The Employer agrees to supply and make available to the Union, for the posting of seniority lists and Union notices, one (1) bulletin board in such place so as to inform all employees in the bargaining unit of the activities of the Union.

## **ARTICLE 24 – BEREAVEMENT LEAVE**

24.01 An employee shall be granted five (5) consecutive working days bereavement leave without loss of salary, providing such leave is taken within a seven (7) consecutive day period, in the event of the death of the following relatives of the employee or the employee's spouse (including common-law spouse): spouse (including common-law spouse) or child (including son-in-law and daughter-in-law).

An employee shall be granted three (3) consecutive working days bereavement leave without loss of salary, providing such leave is taken within a seven (7) consecutive day period, in the event of the death of the following relatives of the employee or the employee's spouse (including common-law spouse): parent, brother, sister, grandparent, grandchild or guardian.

24.02 Bereavement leave shall be extended by two (2) days if travel in excess of three hundred and twenty (320) kilometers from the employee's residence is necessary. Further additional time without pay may be arranged with request.

24.03 Should the day of the internment occur at a later date, the employee shall be entitled to reserve one (1) day of bereavement leave for the internment.

## **ARTICLE 25 – JURY DUTY**

- 25.01 If an employee is required to serve as juror in any court of law, the employee shall not lose any pay because of such service provided that the amount paid for such service is promptly repaid by the employee to the Employer. The employee must present proof of service and shall notify the Employer immediately upon receipt of notification that the employee will be required to attend court as a juror.

## **ARTICLE 26 – WARNING, SUSPENSION AND DISCHARGE**

- 26.01 When the behaviour or performance of an employee calls for a discipline by the Employer, the Employer's progressive discipline policy and procedure will be followed. The Employer's progressive discipline algorithm will be used as a guide, but it is understood that the Union maintains the right to challenge the Employer's disciplinary actions. All copies of discipline shall be forwarded immediately to the Union office. For the purpose of progressive discipline, records of letters of warning may not be relied upon by the Employer any longer than twelve (12) months from the date of issue; and, records of suspensions may not be relied upon by the Employer any longer than twenty-four (24) months from the date of issue. All discipline meetings will be held in the presence of a Steward and an effort will be made to inform a Steward in advance of a planned disciplinary meeting. In the event that a Steward or Union Representative is not available to attend a discipline meeting, another member of the bargaining unit shall be selected by the employee.
- 26.02 Within five (5) working days following a written warning, the employee, if she has completed the probationary period, may process a complaint about the warning via the grievance procedure.

- 26.03 Within five (5) working days following a suspension or discharge, the employee, provided she has completed the probationary period, may, together with a Union representative, question the Employer about the reasons for the suspension or discharge. Within five (5) working days following this discussion, the Union may process the complaint via step 2 of the grievance procedure.

### **ARTICLE 27 – GRIEVANCE PROCEDURE**

- 27.01 The parties to this Agreement recognize the stewards and the CLAC representatives as the agents through which employees shall process their grievance.

The Employer or the Union shall not be required to consider or process any grievance which arises out of any action or condition more than five (5) work days after the subject of such grievance occurred.

- 27.02 If the action or condition is of a continuing or recurring nature, the limitation period shall not begin to run until the action or condition has ceased. The limitation period shall not apply to differences arising between the parties concerning the interpretation, application or administration of this Agreement. At no time may an employee or group of employees file a grievance on behalf of another employee.

- 27.03 A Group Grievance is defined as a single grievance, signed by a steward and a CLAC representative on behalf of a group of employees who have the same complaint. Such a grievance must be dealt with at successive stages of the grievance procedure commencing with step 1. The grievors shall be listed

on the grievance form. Should such a grievance be referred to arbitration the matter shall be adjudicated as a group grievance.

27.04 A Policy Grievance is defined as one which involves a question relating to the interpretation, application or administration of this Agreement. When submitted by the Employer it can relate to the conduct of the Union, its representative or steward. A policy grievance may be submitted by either party to arbitration under Article 27, bypassing steps 1 and 2. A policy grievance shall be signed by a steward and a CLAC representative and submitted to the Employer's representative and its head office. In the case of an Employer's policy grievance, the grievance shall be signed by the Employer or his representative.

27.05 Step 1

An employee having a grievance must, accompanied by a steward or a CLAC representative, orally submit her complaint to her immediate supervisor within five (5) work days (excluding Saturdays, Sundays and holidays) after the act or condition which caused the grievance. The supervisor will deal with the grievance not later than the third (3rd) calendar day following the day on which the grievance is submitted and will notify the grievor and the Union representative of her decision in writing within three (3) work days following the said meeting.

Step 2

If the difference is not resolved satisfactorily in Step 1, it then becomes a grievance. The grievance shall be reduced to writing, setting forth:

- a) the nature of the grievance and the circumstances out of which it arose;
- b) the remedy or correction required;
- c) the section or sections of the Agreement infringed upon, or claimed to have been violated.

The written grievance shall be submitted in this form to the director or designee within five (5) work days of the act causing the grievance. On the grievance form the Director or designee shall make known his decision to the grievor within five (5) work days of receipt of the grievance, and provide the grievor and Steward with a copy of the decision.

### Step 3

In the event that the reply in Step 2 is unsatisfactory to the grievor, the grievor may submit the grievance to the Human Resources Department of the Employer providing this is done within five (5) work days after the receipt of the answer of the Director or designee in the second step. The Human Resources Department of the Employer shall make known its decision to the grievor and the Union office within five (5) work days of receipt of the grievance at the third step.

### Step 4

In the event that the reply in the third step is unsatisfactory to the grievor, the Union may submit the grievance to arbitration within seven (7) work days of receipt of the decision of the Human Resources Department of the Employer. A notice of submission to arbitration must be given in writing by the Employer or Union:

In the event that either the Employer or the Union on their own behalf wish to process a grievance, such grievance shall be submitted by one party to the other, in writing, and shall be submitted within ten (10) days of the act causing the grievance.

The party in receipt of the grievance must, within ten (10) work days of having received it, inform the other party of its decision. In the event that the grievance is not resolved at this time, either party may submit the grievance to arbitration within seven (7) days of the decision being rendered.

- 27.06 The time limits expressed in the foregoing shall be exclusive of Saturdays, Sundays and Statutory Holidays and normal time off of the employee(s) involved.
- 27.07 In the event that the initiator of the grievance fails to follow the procedure and time limits established in this section, the grievance shall be deemed to be abandoned.
- 27.08 A written grievance will indicate the nature of the grievance and remedy sought by the grievor. A copy of the grievance shall be forwarded to the head office of the Employer.

#### **ARTICLE 28 – ARBITRATION**

- 28.01 If the parties fail to settle the grievance at Step 2 of the grievance procedure, the grievance may be referred to arbitration.
- 28.02 The party requiring arbitration must serve the other party with written notice of the desire to arbitrate within fourteen (14) days after receiving the decision given at step 2 of the grievance procedure.
- 28.03 If a party wishes to arbitrate a dispute, it shall be done by a board of arbitration unless the parties agree to a single arbitrator.
- 28.04 If the party serving the notice opts for a board of arbitration, the two parties shall each nominate an arbitrator within seven (7) days and each shall notify the other party of the name and address of its nominee. The two arbitrators so appointed shall jointly select a chairman. If they are unable to agree on the selection of a chairman within seven (7) days of their

appointment, either party to the dispute may request the Minister of Labour to appoint a chairman.

- 28.05 If the party serving the notice opts for a sole arbitrator, the two parties shall jointly select a sole arbitrator. In case they are unable to reach agreement on this matter, either party may request the Minister of Labour to appoint an arbitrator. All references in this Article to a board of arbitration shall equally apply to a sole arbitrator.
- 28.06 No person who has been involved in an attempt to negotiate or settle the grievance may be appointed as chairman of an arbitration board or as sole arbitrator.
- 28.07 The decision of a majority is the decision of the arbitration board but if there is no majority, the decision of the chairman of the arbitration board governs.
- 28.08 Notices of desire to arbitrate a dispute and of nomination of an arbitrator shall be served personally or by registered mail. If served by registered mail, the date of mailing shall be deemed to be the date of service.
- 28.09 If a party fails to answer a grievance at any stage of the grievance procedure, the other party may commence arbitration proceedings and if the party in default refuses or neglects to appoint an arbitrator in accordance with this Article, the party not in default may, upon notice to the party in default, appoint a single arbitrator to hear the grievance and his decision shall be final and binding upon both parties.
- 28.10 The arbitration board shall have the jurisdiction, power and authority to give relief for default in complying with the time limits set out in the Articles dealing with grievance and

arbitration procedures where it appears that the default was due to a reliance upon words or conduct of the other party.

28.11 The arbitration board or a sole arbitrator is to be governed by the following provisions:

- a) The arbitration board shall hear and determine the subject of the grievance and shall issue a decision which is final and binding upon the parties and upon any employee or employer affected;
- b) The board shall determine its own procedure but shall give full opportunity to all parties to present evidence and make presentations;
- c) The board shall not have the power to alter or amend any of the provisions of this Agreement;
- d) The parties and the arbitrator shall have access to the Employer's premises to view working conditions or operations which may be relevant to the resolution of a grievance only;
- e) Where the board is of the opinion that there is proper cause for disciplining an employee but considers the penalty imposed too severe in view of the employee's employment record and the circumstances surrounding the discharge or suspension, the board may substitute a penalty which is, in its opinion, just and equitable except in case of resident abuse or theft;
- f) The board shall have jurisdiction to determine whether a grievance is arbitrable;
- g) Each of the parties shall pay one-half ( $\frac{1}{2}$ ) of the remuneration and expenses of the chairman of the board

**ARTICLE 29 – DURATION**

29.01 This Agreement shall commence on the first (1st) day of April, two thousand and seventeen (2017) and shall continue in full force and effect up to and including the thirty-first (31st) day of March, two thousand and twenty (2020) and further periods of one (1) year unless notice shall be given by either party of the desire to delete, change or amend any of the provisions contained herein within the period from one hundred and twenty (120) days to thirty (30) days prior to the renewal date. Should neither of the parties give such notice, this Agreement shall renew for a period of one (1) year.

29.02 The parties agree to commence negotiations for a renewed agreement thirty (30) days prior to the expiration of this Agreement.

29.03 The parties agree that the wage rates set out on Schedule "A" may be subject to further increases if government grants further rate increases to the nursing home during the life of this Agreement. The actual hourly rate increase(s) shall be subject to negotiations.

29.04 All terms and conditions agreed to in collective bargaining shall be effective upon ratification with the exception of wage rates which shall be retroactive to the dates indicated.

DATED at Calgary, Alberta, this 30 day of August, 2017.

Signed on behalf of:  
(Mayfair Care Centre)



Authorized Representative

Authorized Representative

Signed on behalf of:

RETAIL, HEALTH CARE AND SERVICE  
EMPLOYEES UNION, CLAC LOCAL 301



Authorized CLAC Representative

Bargaining Committee Member

Bargaining Committee Member

## SCHEDULE "A"

| <b>Effective April 1st, 2017</b> |                  |               |                       |                       |                       |                       |                        |                        |                        |
|----------------------------------|------------------|---------------|-----------------------|-----------------------|-----------------------|-----------------------|------------------------|------------------------|------------------------|
|                                  | Start / 0<br>hrs | After<br>Prob | Step 1<br>1950<br>hrs | Step 2<br>3900<br>hrs | Step 3<br>5850<br>hrs | Step 4<br>9750<br>hrs | Step 5<br>13650<br>hrs | Step 8<br>19500<br>hrs | Step 9<br>29250<br>hrs |
| Health Care Aide                 | \$16.96          | \$18.95       | \$19.28               | \$20.20               | \$21.24               | \$21.43               | \$21.64                | \$22.07                | \$23.13                |
| Med HCA                          | \$17.96          | \$19.95       | \$20.28               | \$21.20               | \$22.24               | \$22.43               | \$22.64                | \$23.07                | \$24.13                |
| Housekeeping                     | \$15.53          | \$16.92       | \$17.27               | \$17.92               | \$19.70               | \$19.89               | \$20.10                | \$20.47                | \$21.53                |
| Dietary                          | \$15.53          | \$16.92       | \$17.27               | \$17.92               | \$19.70               | \$19.89               | \$20.10                | \$20.47                | \$21.53                |
| Cook                             | \$19.78          | \$19.97       | \$20.32               | \$20.96               | \$21.74               | \$21.96               | \$22.18                | \$22.60                | \$23.63                |
| Rec Aide                         | \$16.96          | \$18.95       | \$19.28               | \$20.20               | \$21.24               | \$21.43               | \$21.64                | \$22.07                | \$23.13                |
| Physio Aide                      | \$16.96          | \$18.95       | \$19.28               | \$20.20               | \$21.24               | \$21.43               | \$21.64                | \$22.07                | \$23.13                |

| <b>Effective April 1st, 2018</b> |                  |               |                       |                       |                       |                       |                        |                        |                        |
|----------------------------------|------------------|---------------|-----------------------|-----------------------|-----------------------|-----------------------|------------------------|------------------------|------------------------|
|                                  | Start / 0<br>hrs | After<br>Prob | Step 1<br>1950<br>hrs | Step 2<br>3900<br>hrs | Step 3<br>5850<br>hrs | Step 4<br>9750<br>hrs | Step 5<br>13650<br>hrs | Step 8<br>19500<br>hrs | Step 9<br>29250<br>hrs |
| Health Care Aide                 | \$17.47          | \$19.52       | \$19.87               | \$20.80               | \$21.88               | \$22.07               | \$22.29                | \$22.73                | \$23.83                |
| Med HCA                          | \$18.47          | \$20.52       | \$20.87               | \$21.80               | \$22.88               | \$23.07               | \$23.29                | \$23.73                | \$24.83                |
| Housekeeping                     | \$16.00          | \$17.44       | \$17.80               | \$18.46               | \$20.29               | \$20.49               | \$20.70                | \$21.08                | \$22.18                |
| Dietary                          | \$16.00          | \$17.44       | \$17.80               | \$18.46               | \$20.29               | \$20.49               | \$20.70                | \$21.08                | \$22.18                |
| Cook                             | \$20.37          | \$20.58       | \$20.93               | \$21.59               | \$22.40               | \$22.62               | \$22.84                | \$23.28                | \$24.34                |
| Rec Aide                         | \$17.47          | \$19.52       | \$19.87               | \$20.80               | \$21.88               | \$22.07               | \$22.29                | \$22.73                | \$23.83                |
| Physio Aide                      | \$17.47          | \$19.52       | \$19.87               | \$20.80               | \$21.88               | \$22.07               | \$22.29                | \$22.73                | \$23.83                |

| <b>Effective April 1st, 2019</b> |                  |               |                       |                       |                       |                       |                        |                        |                        |
|----------------------------------|------------------|---------------|-----------------------|-----------------------|-----------------------|-----------------------|------------------------|------------------------|------------------------|
|                                  | Start / 0<br>hrs | After<br>Prob | Step 1<br>1950<br>hrs | Step 2<br>3900<br>hrs | Step 3<br>5850<br>hrs | Step 4<br>9750<br>hrs | Step 5<br>13650<br>hrs | Step 8<br>19500<br>hrs | Step 9<br>29250<br>hrs |
| Health Care Aide                 | \$18.18          | \$20.30       | \$20.66               | \$21.63               | \$22.76               | \$22.96               | \$23.18                | \$23.64                | \$24.78                |
| Med HCA                          | \$19.18          | \$21.30       | \$21.66               | \$22.63               | \$23.76               | \$23.96               | \$24.18                | \$24.64                | \$25.78                |
| Housekeeping                     | \$16.63          | \$18.13       | \$18.50               | \$19.20               | \$21.10               | \$21.31               | \$21.53                | \$21.92                | \$23.06                |
| Dietary                          | \$16.63          | \$18.13       | \$18.50               | \$19.20               | \$21.10               | \$21.31               | \$21.53                | \$21.92                | \$23.06                |
| Cook                             | \$21.18          | \$21.39       | \$21.77               | \$22.45               | \$23.30               | \$23.52               | \$23.75                | \$24.21                | \$25.31                |
| Rec Aide                         | \$18.18          | \$20.30       | \$20.66               | \$21.63               | \$22.76               | \$22.96               | \$23.18                | \$23.65                | \$24.78                |
| Physio Aide                      | \$18.18          | \$20.30       | \$20.66               | \$21.63               | \$22.76               | \$22.96               | \$23.18                | \$23.65                | \$24.78                |

It is understood and agreed that if the government or Regional Health Authority releases funding monies to the facility, the parties will meet to negotiate all monetary items.

## SCHEDULE "B"

### OUTLINE OF INSURANCE PLAN COVERAGE FOR SERVICE PLAN

*(This schedule does not form part of the collective agreement. It is for information only. Unless otherwise noted, all insurance coverage expires at age seventy-five (75). In case of differences to the insurance contract, the insurance contract will apply).*

- \$50,000.00 life insurance per employee under the age of 65; \$25,000 per employee between the ages of 65 and 75;
- \$50,000.00 AD &D per employee under the age of 65; \$25,000 per employee between the ages of 65 and 75;
- Dental plan at the latest fee schedule available;
  - Basic services: 80% up to \$2,000 per person annual
  - Comprehensive: 50% up to \$2,000 per person annual
  - Orthodontic: 50% up to \$3,000 lifetime maximum per child under 19;
- Prescription drug plan for employee and family at 80% up to \$3,000 per person annually (or the provincial pharmacare cap, if applicable) and 100% thereafter;
- optical insurance for employee and family;
  - under 21: \$300 per year
  - over 21: \$300 every two years
- Extended health coverage for employee and family;
- Semi-private hospital coverage with no deductible for employee and family;
- Long term disability insurance with sixty percent (60%) of earnings, maximum of \$1,500.00 per month per employee, payable after one hundred nineteen (119) days until age 65 (119/65).
- Emergency Travel Assistance
- EFAP (Employee and Family Assistance Program)

### BENEFITS INFORMATION

|   |                       |
|---|-----------------------|
| <b>CLAC WESTERN BENEFIT OFFICE</b> <a href="http://www.clac.ca">www.clac.ca</a>           | <b>1-888-600-2522</b> |
| <b>CLAC RETIREMENT MEMBERCARE</b> (Pension Plan)  | <b>1-800-210-0200</b> |
| <b>CERIDIAN LIFEWORKS</b> (EFAP) <a href="http://www.lifeworks.com">www.lifeworks.com</a> | <b>1-866-714-3129</b> |

**Letter of Understanding**

**11.08**

**Between**

**Mayfair Care Centre and CLAC Local 301**

**Re: Submitting Doctor's notes for absences**

“In cases where the Employer suspects that an employee has shown a pattern of absences and requests a doctor's note as proof of illness, as referenced in Article 12.02, the Employer shall notify the CLAC representative that a doctor's note has been requested. The parties recognize that obtaining a doctor's note has a financial impact on employees; as such, the Union may challenge the Employer's decision to request a doctor's note, up to and including filing a grievance, if necessary. If the CLAC representative is not properly notified of a doctor's note being requested or if it is decided that a pattern has not been properly established by the Employer, the Employer shall reimburse the employee for the cost of the doctor's note.”

# WE'RE COMMITTED TO YOU

## **Positive Work-Life**

We are a modern union with a modern attitude. We don't just help create a better workplace, but a better work-life, helping you get the most out of every day.

## **Champions of You**

We make your voice heard. We lead positive change. And through it all, we keep you working.

## **Everyday Greatness**

We believe that greatness is in all of us. That when you enjoy what you do, when you feel valued and respected, supported and secure, everyone—you, your family, and your community—benefits.

**TRAVOIS HOLDINGS LTD.**

(Mayfair Care Centre)

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FAX: (403) 253-6216

E-mail: [admin@mayfaircarecentre.com](mailto:admin@mayfaircarecentre.com)

**CALGARY MEMBER CENTRE**

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Calgary, AB T3J 5K1

Phone: (403) 686-0288

FAX: (403) 686-0357

E-Mail: [calgary@clac.ca](mailto:calgary@clac.ca)

Website: [www.clac.ca](http://www.clac.ca)

**CLAC WESTERN BENEFITS TEAM**

14920 – 118 Ave.

Edmonton, AB T5V 1B8

Phone: 1 (888) 600-2522

E-Mail: [westernbenefits@clac.ca](mailto:westernbenefits@clac.ca)

**CLAC RETIREMENT TEAM**

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PO BOX 219

Grimsby, ON L3M 4G3

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E-Mail: [retire@clac.ca](mailto:retire@clac.ca)