



**COLLECTIVE AGREEMENT**

**BETWEEN**

**TRIPLE A LIVING COMMUNITIES INC.  
(MONTEREY PLACE)**

**AND THE**

**ALBERTA UNION OF PROVINCIAL EMPLOYEES  
LOCAL 048 CHAPTER 006**

**EXPIRES APRIL 4, 2017**

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**Article 1**  
**PURPOSE AND PREAMBLE**

It is the mutual desire and intent of the Parties to:

- (a) Protect the interests of Residents, Employees and the Monterey Place Community;
- (b) Recognize the mutual value of joint discussions and negotiations in matters, arising out of the Collective Agreement, of mutual concern to the Parties;
- (c) Enter into a collective agreement setting forth rates of pay, hours of work and other terms and conditions of employment;
- (d) Maintain harmonious relations between the Employer and the Union and to work together in the promotion of the highest standard of care and services in the Monterey Place Residence.

**Article 2**  
**TERM**

- 2.01 This agreement, including appendices hereto unless altered by mutual consent of both Parties, shall be in force and effect for four (4) years from April 5, 2013 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 to the other Party during the period between sixty (60) and one hundred and twenty (120) days prior to its expiration.
- 2.02 If, pursuant to such negotiations, an Agreement on the renewal or amendment of this Agreement is not reached prior to the current expiration date, this Agreement shall be automatically extended until conclusion of the new Agreement or completion of the proceedings prescribed under the Alberta Labour Relations Code.
- 2.03 The parties agree there will be no strikes or lockouts while this Collective Agreement is in effect.

2.04 Any notice required hereunder to be given, shall be deemed to have been sufficiently served if personally delivered or mailed in a prepaid registered envelope addressed:

(a) In the case of the Employer, to:

The President,  
Triple A Living Communities Inc., Monterey Place  
4288 Catalina Boulevard NE,  
Calgary, AB T1Y 7J5

(b) In the case of the Union to:

The President  
Alberta Union of Provincial Employees  
10451 – 170<sup>th</sup> Street,  
Edmonton, AB T5P 4S7

### **Article 3**

### **MANAGEMENT RIGHTS**

3.01 Subject to the provisions of this Agreement, the Union acknowledges that it is the exclusive function of the Employer to manage its operations and direct the working force, including but not limited to the following:

- (a) The right to maintain order, discipline and efficiency, to formulate and enforce rules and regulations, policies and practices to be observed by Employees; to change and abolish rules and practices as the Employer sees fit; and to discipline, suspend and discharge Employees for just cause.
- (b) The right to direct, select, hire, transfer, assign to jobs and shifts, promote, demote, classify, lay off and recall Employees subject to the provisions in this Agreement.
- (c) The sole and exclusive right and jurisdiction over all operations shall be vested in the Employer, including the rights to schedule operations and number of shifts; to determine, evaluate, and implement processes and methods of service delivery, job content and standards including improvements as necessary, to determine the number of Employees needed, the number of hours and days to be worked as well as the starting and quitting time; and to subcontract work as deemed necessary.

3.02 Notwithstanding the foregoing, the Employer retains all rights not expressly limited by the terms of this Agreement.

## Article 4

### RECOGNITION OF THE UNION AND APPLICATION

- 4.01 (a) The Employer recognizes the Union as the sole bargaining agent as described in the certificate issued pursuant to the Code.
- (b) The Employer acknowledges that the Union has exclusive authority to bargain collectively on behalf of the Employees in the bargaining unit for which it is certified and to bind them by a Collective Agreement.

4.02 This agreement will not apply to persons who are agreed between the parties to be excluded from the bargaining unit, or who have been determined by the Labour Relations board to be excluded under the provisions of the Labour Relations Code [LRC].

4.03 Persons whose jobs are not in the bargaining unit shall not perform bargaining unit work, except for purposes of instruction, in an emergency, or due to unforeseen short term circumstances, and provided that the act of performing the aforementioned work does not displace or reduce the hours of work or pay of any Employee.

#### Contracted Services

4.04 Where the Employer finds it necessary to transfer, assign, sub-contract or outsource any work or functions performed by Employees covered by this Collective Agreement, the Employer shall notify the Union with as much notice as possible but in any event, not less than sixty (60) days in advance of such change and shall meet, discuss and consult with the Union about reasonable measures regarding the interests of affected Employees.

#### Employment of Students

4.05 Any student employed under this collective agreement or any other provision like work practicum, work placement, cooperative experience program or special federal or provincial funded programs shall not displace Regular, Temporary or Casual Employees and the employment of students shall not result in the position abolishment or layoff of any Employee.

4.06 No Employee shall be required or permitted to make any written or verbal agreement, which may be in conflict with this Agreement.

4.07 (a) For the purposes of this Collective Agreement, the Union shall be represented by its properly appointed officers. The Union will keep the Employer informed, in writing, of the names of officers as appointed.

- (b) The Employer may grant Union Representatives access to its premises for Union business subject to prior permission of the Director of Care.
- (c) Union membership meetings may be held on Employer premises subject to the prior approval of the Director of Care.

#### Bulletin Boards

- 4.08 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 a place so as to inform all Employees in the bargaining unit of the activities of the Union. The Employer reserves the right to remove items it finds objectionable and return them to the President of the Local. It is the responsibility of the Union to ensure the bulletin board is maintained in an orderly state.
- 4.09 An Employee shall have the right to wear the Union apparel/lapel pin/button during working hours subject to Triple A Living Communities Inc. – Monterey Place dress and safety code.
- 4.10 The Employer and the Union will each pay one-half (1/2) of the cost of printing enough copies of this Agreement to provide each Employee with one (1) copy. A copy of the Collective Agreement will be provided to each Employee on commencement of employment by the Employer or at the Union orientation. The printing of the Collective Agreements will be processed at AUPE Headquarters.

#### Application of the Collective Agreement

- 4.11 (a) In the event any provision of this Collective Agreement is in conflict with any present or future statute of the Province of Alberta applicable to the Employer, the section so affected shall be altered or amended forthwith in a manner agreeable to both parties so as to incorporate required changes. Such action shall not affect any other provisions of this Collective Agreement.
- (b) In the event any law passed by the Government of Alberta or Canada renders null and void any provisions of this Agreement, the remaining provisions shall remain in effect for the term of the Agreement.
- (c) Any changes deemed necessary in the Collective Agreement shall be made by mutual agreement at any time during the existence of this Collective Agreement. Such changes shall be in writing and duly signed by authorized agents of the parties.

4.12 Where a conflict exists between a provision contained in this Collective Agreement and the subject matter is covered by the Employer's policies, regulations, guidelines or directives, the Collective Agreement shall apply subject to the legislated and regulatory mandate governing the Employer.

4.13 Throughout this Collective Agreement, a word used in the feminine gender applies also in the masculine gender and vice versa, and a word used in the singular applies also to the plural, unless the context otherwise requires.

#### **Article 5**

#### **UNION MEMBERSHIP AND DUES DEDUCTION**

5.01 All Employees have the right:

- (a) to be members of the Union and to participate in its lawful activities;
- (b) to bargain collectively with the Employer through the Union; and
- (c) to voluntary membership in the Union.

5.02 All Employees shall be required to pay Union dues. The Employer shall, therefore, as a condition of employment, deduct each pay period the amount of the Union Dues as set by the Union from time to time from the pay of all Employees.

5.03 The Employer shall remit Union Dues deducted from the pay of all Employees to the Union after each pay period no later than the following pay period. Where an accounting adjustment is necessary to correct an over or under payment of dues, it shall be effected in the succeeding pay period. The deduction remitted shall be accompanied by a list specifying the following:

- (i) Employee's name, mailing address and telephone number;
- (ii) Classification;
- (iii) Status;
- (iv) Date of hire;
- (v) Hourly rate of pay; and
- (vi) The amount of deduction for each Employee.

5.04 The Dues structure of the Union shall be on a percentage basis and the Union shall give not less than thirty (30) days notice of any change in the rate at which dues are to be deducted. Any change in the amount of deductions shall be implemented by the Employer at the next possible pay period following expiry of the notice period.

5.05 The Employer will indicate the dues deducted and enter the amount on the T-4 slips supplied to the Employee for income tax purposes.



## Article 6

### UNION REPRESENTATION

- 6.01 The Employer agrees to recognize the Employees who are appointed as Union Stewards, and recognizes their authority to represent other Employees. A Union Steward may, at the request of an Employee, accompany or represent her in the processing of a grievance with the Employer. When it becomes necessary for a Union Steward to leave her job for this purpose, she will request time off from her immediate supervisor and provide her with as much advance notice as possible. Arrangements will be made by the supervisor to permit the Union Steward to leave her job, as soon as reasonably possible, for this purpose with no loss of regular earnings. Such time off shall be granted only upon the approval of the supervisor or authorized alternate, which approval shall not be unreasonably withheld.
- 6.02 The Union reserves the right to appoint a Union Steward to represent a work area that has no Union Steward.
- 6.03 A list of Union Stewards shall be supplied to Human Resources. The Human Resources Department shall be advised of any change to the list. The list shall be updated by the Union annually.
- 6.04 The Chapter and its members shall have the right at any time to the assistance of Union Staff Representatives when dealing or negotiating with the Employer on matters arising out of the collective agreement or when processing a grievance.
- 6.05 Union Representatives Leave
- (a) When it is necessary for a Union member to make a request for a leave of absence to perform the duties of any office of the Union, the application for leave must be made in writing to the Director of Car for approval. The application for leave will be made in writing with as much advance notice as possible, but not less than four (4) weeks, except that in extenuating circumstances the time factor may be waived or reduced.
  - (b) The Employer shall not unreasonably withhold leave of absence for Employees elected or appointed to represent the Union at Conventions, Workshops, Institutes, Seminars, Schools or to attend meetings as a member of the Union's Provincial Executive Board.
  - (c) When leave to attend Union business has been approved, it is granted with pay. The Union agrees to reimburse the Employer for actual salary paid to the Employee while on leave plus an amount determined by the Employer to cover the cost of benefits.

- (d) One (1) Employee who is elected for a Full-time position with the Union shall be granted leave of absence without pay and without loss of seniority. If it is permissible under the group health and life plans and any other plans, the Employee shall have the right to pay the full cost, including the Employer's share, during the period of such leave of absence.
- (e) Employees who are selected for any staff position with the Union, or any body with which the Union is affiliated, shall be granted a leave of absence without pay for a period of two (2) years. Extension of such leave may be granted, if submitted in writing and approved by the Employer. Approval of an extension will be dependent on operational requirements and will not be unreasonably withheld. The Employee will be permitted to work for gain for such leave.

6.06 Negotiations

- (a) An Employee elected or appointed to the Union Bargaining Committee shall be granted time off with pay (actual salary paid including differentials and premiums where applicable) and without loss of seniority in order to prepare for and participate in negotiations with the Employer.
- (b) No more than three (3) employees may be absent for the purpose of preparing for collective bargaining or attending negotiations meetings.
- (c) When requesting such leave, the Employee shall endeavor to provide as much advance notice as possible to the Employer.
- (d) The Union agrees to reimburse the Employer for actual salary (including differentials and premiums where applicable) to the Employee while on leave plus an amount determined by the Employer to cover the cost of benefits.

Article 7

DEFINITIONS

- 7.01 "Code" means Labour Relations Code as amended from time to time.
- 7.02 "Union" shall mean the Alberta union of Provincial Employees (AUPE). In the event this name is changed, the subsequent name shall be recognized.
- 7.03 "Basic Rate of Pay" shall mean the Step in the Wage Schedule that applies to the Employee, exclusive of premiums.

- 7.04 Regular Full-time Employees
- (a) A Regular Full-time Employee is one who regularly works Full-time hours as defined in Article 13 - Hours of Work.
  - (b) A Regular Part-time Employee is one who is regularly scheduled to work less than Full-time hours.
    - (i) Regular Part-time Employees shall have first preference for the available work. Regular Part-time Employees working extra hours under this arrangement will not be entitled to overtime on these hours unless they qualify under the Overtime provisions in Article 15. In no case will the Employer be obliged to use a Regular Part-time Employee such that doing so would create an overtime situation.
  - (c) 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. Casual Employees have the right of refusal.
- 7.05 "Feminine Gender" includes the masculine and the singular includes the plural and vice-versa, as applicable.
- 7.06 "Facility" means Monterey Place.
- 7.07 "Union Representative" means a representative from the Union authorized by the Union to act on behalf of the Employee.
- 7.08 "Local" means the Local of AUPE
- 7.09 "Status" means Full-time, Part-time, or Casual as defined above.
- 7.10 "Classification" means the category of job as listed in the Wage Schedule and the pay scale established for it.
- 7.11 "FTE" means Full-time Equivalent and is the ratio of the scheduled hours of work to Full-time hours of work.
- 7.12 Employer means Triple A Living Communities Inc. Monterey Place.

**Article 8**  
**GRIEVANCE PROCEDURE**

8.01            **Communication**

- (a)      Any notice or advice which the Employer is required to give to the Union in regard to any matter referred to in this Article shall be sufficient if delivered to the Membership Services Officer and copied to the President of AUPE and the Chapter Chair.
- (b)      Any notice or advice which the Union is required to give to the Employer in respect of any matter referred to in this Article shall be sufficient if delivered to Human Resources.
- (c)      The hearing of grievances at any stage of the Grievance Procedure will be held during the normal work hours with no loss of basic pay for participating Employee(s).

8.02            **Time Periods**

- (a)      For the purpose of this Article, periods of time referred to in days are deemed to mean consecutive calendar days exclusive of Saturdays, Sundays, and Named Holidays as per Article 23.
- (b)      Time limits may be extended by mutual agreement of the Parties in writing.

8.03            An Employee shall have the right to be accompanied by a Union Steward or the Membership Services Officer at each step of the resolution process. Union representation must be at the request of the Employee at Step 1.

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

**Step 1**

If a dispute arises between the Employer and an Employee regarding the interpretation, application or alleged violation of this Collective Agreement, the Employee shall first discuss the matter with the manager of the respective area (for Nursing the designated person for this Step is the Site RN) who is not within the scope of this Collective Agreement within seven (7) days of the Employee becoming aware, or reasonably should have become aware of, the occurrence.

The manager (or Site RN) shall advise the Employee of the decision within seven (7) days of discussing the matter. If there is no resolution at Step 1, the Employee may advance the matter to Step 2.

### Step 2

If the difference is not resolved at Step 1, a grievance shall be submitted, in writing, to the Director of Care or designate indicating the Article claimed to have been violated, the nature of the grievance, and the redress sought within ten (10) days of the decision of the manager (or Site RN.) The Director of Care or designate shall meet with the Grievor and the Shop Steward or Membership Services Officer within ten (10) days of receiving the grievance and shall render a written decision within ten (10) days of the grievance meeting, with a copy to the Union.

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

### Mediation

A grievance not resolved at Step 2 may be referred to Mediation if both the Union and the Employer agree to do so. Both parties must agree to mediation within ten (10) days of the decision of the Director of Care. A grievance not referred to Mediation within the ten (10) day time frame, or not resolved at Mediation, may be referred to Arbitration within 25 days of the decision not to proceed to Mediation or the end of the Mediation process.

### Step 3 Arbitration

- (a) Within twenty-five (25) days of receiving the decision of the Director/Designate, or the conclusion of the mediation process, 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 twenty-five (25) days of receipt of such notice, notify the Union of the Employer's nominee to the Arbitration Board.
- (b) The two nominees shall, within fourteen (14) days, appoint a third person who shall be the Chair of the Arbitration Board. If the two nominees fail to agree upon a Chair within the time limits, 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) Either party, within ten (10) days from receipt of the Board's decision, may apply to the Chair of the Arbitration Board to reconvene the Board for purposes of clarifying the decision.
- (e) The Arbitration Board, by its decision, shall not alter, amend or change the provisions of this Collective Agreement.
- (f) Each of the parties to the Agreement shall bear the fees and expenses of their own nominee and witnesses, and the fees and expenses of the Chair shall be shared equally between the parties.
- (g) 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.

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

8.06 Should the Union fail to comply with the time limits, the grievance will be considered to be conceded. Should the Employer fail to comply with the time limits, the Grievance will proceed to the next Step in the Grievance procedure.

8.07 Union Policy Grievance

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

8.08 Employer Policy Grievance

The Employer may institute a grievance consisting of an allegation of a general misinterpretation or a violation by the Union or any Employee of this Agreement. The grievance shall be submitted to the Membership Services Officer with a copy sent to the President and Chapter Chair within twenty (20) days of the date the Employer became aware of, or reasonably should have become aware of the occurrence. The Union shall respond in writing within seven (7) days after receiving the grievance.

Failing settlement the grievance may be referred to Step 3, it being understood that the Employer is the grievor.

Article 9

APPOINTMENTS, PROMOTIONS, TRANSFERS AND VACANCIES

9.01 When a new position is created or when a vacancy occurs in any classification covered by this Collective Agreement:

The Employer shall post notices of all vacancies not less than five (5) working days in advance of filling the vacancy. The posting shall contain the following information:

- (i) qualifications and/or competencies as required;
- (ii) employment status (Regular, Temporary, Casual);
- (iii) classification and Full-time equivalency (FTE);
- (iv) range of rate of pay;
- (v) if temporary, the anticipated duration of such position;
- (vi) shift schedule – number of hours per shift, shift pattern and the shift cycle; and
- (vii) department.

All applications for job postings shall be made in writing to the contact person designated on the posting.

9.02 A copy of all job postings shall be forwarded to the Chapter Chairperson.

9.03 At time of hire or transfer, or change of hours in accordance with Article 13 or change of status in accordance with Article 7 or 9, the Employee shall receive a letter, confirming the appointment or change.

These shall not be altered except by the operation of the provisions of this Collective Agreement.

- 9.04
- (a) when filling vacancies, the determining factors shall be job related skills, training, knowledge, ability and experience, and where those factors are considered by the Employer to be equal, seniority shall be the deciding factor.
  - (b) For vacancies within the bargaining unit the Employer shall give first priority and consideration for selection to applicants who are members of the bargaining unit before considering applicants from outside the bargaining unit.

9.05 When the posting process is completed and the position is awarded, notice of the award will be posted for three (3) working days.

- 9.06 (a) When an Employee is the successful applicant for a different job classification, the Employee will be paid the next highest grid step and rate of pay for the new job classification.
- (b) Employees required to work in a different job classification, shall receive their current rate of pay or the next highest grid step and rate of pay for the different job classification, whichever is greater, for all hours worked in the different job classification.
- 9.07 The Employer may temporarily fill a vacancy during the posting period. The vacancy will be temporarily filled by qualified candidates only (or with appropriate training).
- 9.08 If no applications are received by completion of the posting period, the Employer will fill the vacancy at its discretion. The vacancy will be filled by a qualified candidate only (or with appropriate training).

#### Trial Period

- 9.09 (a) Where an Employee is transferred through competition, reclassified, or promoted, the Employer may require that she serve a full trial period of two (2) weeks in the new position.
- (b) The trial period may be extended by the number of hours absent due to leave.
- (c) The Employee may revert back to their former position without any loss during the trial period.
- (d) Or the Employer may transfer the Employee back to their former position if deemed unsuitable, without any loss during the trial period.
- 9.10 The foregoing provisions shall be waived by the parties upon written mutual agreement, and deemed inoperative when placement of an Employee in a job is effected to accommodate the medical condition of an Employee for a physical or mental disability, to accommodate a request by the Workers Compensation Board or the underwriters of the long-term disability income insurance plan (subject to Benefits.) The purpose of the waiver is to provide a period of rehabilitative work experience or vocational rehabilitation.

### Article 10

#### PROBATIONARY EMPLOYEES AND ORIENTATION

- 10.01 A newly hired Employee must successfully complete a probationary period of three (3) months. The Employer may extend the probationary period for an additional three (3) months and the Employee and Union shall be so notified.



- 10.02 On or before the expiry date of the probationary period, the Employer will advise the Employee of its decision to confirm the Employee's appointment to the position as they have successfully completed the probationary period.
- 10.03 A probationary Employee who becomes the successful applicant for a different job classification is required to complete a new probation period of two (2) months, commencing from the start date of the new classification and the Union shall be so advised.
- 10.04 A newly hired Employee may be terminated any time during the initial probationary period as per 10.01 and 10.03 without recourse to the grievance procedure.
- 10.05 The Employer shall provide a paid orientation for all Employees.
- 10.06 A representative of the Union shall have the right to make a presentation of thirty (30) minutes, following the Employer orientation, to new Employees on the Employer's premises.

## **Article 11**

### **SENIORITY**

- 11.01 (a) Seniority is defined as the length of continuous service in the bargaining unit.
- (b) The seniority date of all Regular Employees shall be the date upon which the Regular Employee commenced in the bargaining unit (including all service prior to certification) including all periods of service as a Casual, Temporary or Regular Employee contiguous to current regular employment.
- (c) Seniority shall not apply during the probationary period; however, once the probationary period has been completed, seniority shall be credited from the seniority date established pursuant to Article 11.01(a).

Employees will continue to accrue seniority during:

- (i) Sick leave
- (ii) Parental and maternity leave
- (iii) Leaves of absence with pay
- (iv) Bereavement Leave
- (v) Court appearance
- (vi) Paid vacations
- (vii) Union business leaves
- (viii) Workers Compensation leave

- 11.02 Seniority shall be a consideration for the following:
- (a) Preference of vacation time in accordance with Article 22 - Annual Vacation;

- (b) Layoffs and recalls in accordance with Article 25 - Layoff, Recall, and severance;
- (c) Promotions, transfers, and in filling all vacancies within the bargaining unit in accordance with Article 9 - Appointments, Promotions, Transfers and Vacancies;
- (d) Scheduling of additional shifts in accordance with Article 13- Hours of Work;
- (e) Distribution and allocation of overtime hours in accordance with Article 15 - Overtime.

11.03 Seniority shall be considered broken, all rights forfeited, and there shall be no obligation to rehire:

- (a) when the employment relationship is terminated by either the Employer or the Employee;
- (b) upon the expiry of twelve (12) months following the date of initial layoff, if during which time the Employee has not been recalled to work;
- (c) if an Employee does not return to work when recalled, as provided in the Layoff and Recall Article;
- (d) an Employee who transfers or accepts a position outside the bargaining unit subject to Article 4.02.

11.04 An up to date seniority list shall be sent to the Union in January of each year or when Employees have been served notice of Layoff/Recall. The Employer shall post a copy of the Seniority List on the Bulletin Board in January of each year. The Seniority List will specify name and seniority date.

11.05 Should there be a difference between the Employer and an Employee regarding the Employee's seniority, the Employer will provide the Employee with the relevant information.

**Article 12**

**JOB CLASSIFICATION**

12.01 Current job descriptions shall be available to all Employees

12.02 In the event the Employer changes or amends the job description for any of the classifications, the Employee shall be advised and a copy of the amended job description will be forwarded to the Chapter Chair.

- 12.03 Should the Employer introduce a new classification within the bargaining unit, the Employer shall notify the Union of the proposed rate of pay and negotiate same with the Union.
- (a) Should the parties fail to agree on a rate of pay, the Union shall have fourteen (14) calendar days to refer, in writing, the matter of the basic rate of pay for the new classification to the grievance procedure at Step 2.
- (b) Failing resolution as per (a) above, the difference shall be referred to the next round of collective bargaining.
- 12.04 In the event that the Employer changes the classification of the work being performed by a Regular Employee, to a classification with a higher basic rate of pay, such Employee will be placed on the wage scale for classification with the higher rate of pay at a step in the new scale that results in an increase.
- 12.05 In the event that the Employer changes the classification allocation of the work being performed by a Regular Employee, to a classification with a lower basic rate of pay, such Employee, while employed in such position, shall continue to receive her previous basic rate of pay until the basic rate of pay for the lower paid classification is equal to or greater than her previous basic rate of pay, or for a period four (4) months, whichever is earlier, at which time she will then receive the basic rate of pay for the classification to which the position is allocated.

### Article 13

#### HOURS OF WORK

- 13.01 (a) Regular hours of work for Employees, inclusive of paid rest breaks shall be:
- (i) Seven point five (7.5) consecutive hours per day;
- (ii) Seventy-five (75) hours per two (2) week period;
- (iii) The Employer shall provide two (2) fifteen (15) minute paid breaks or one (1) thirty (30) minute paid break per full shift of seven point five (7.5) hours. These options are by mutual agreement and subject to the operational requirements of the Employer
- (iv) Shift rotations (including fixed shifts i.e. only nights or only days or only evenings) assigned in accordance with Article 9 - Appointments, Promotions, Transfers and Vacancies and shall not be changed or revised without the mutual agreement of the Employer, Union and the Employee.

(b) Licensed Practical Nurses

Regular hours of work for licensed Practical Nurses, inclusive of paid rest breaks shall be:

- (i) Seven point seven-five (7.75) consecutive hours per day;
- (ii) Seventy-seven point five (77.5) per two (2) week period;
- (iii) The Employer shall provide two (2) fifteen (15) minute paid breaks or one (1) thirty (30) minute paid break per full shift of seven point seven-five (7.75) hours. These options are by mutual agreement and subject to the operational requirements of the Employer;
- (iv) Shift rotations (including fixed shifts i.e. only nights or only days or only evenings) assigned in accordance with Article 9 - Appointments, Promotions, Transfers and Vacancies and shall not be changed or revised without the mutual agreement of the Employer, Union and the Employee.

(c) Lifestyles Department

Regular hours of work for lifestyles Department Employees, inclusive of paid rest breaks shall be:

- (i) Eight (8) consecutive hours per day;
- (ii) Eighty (80) hours per two (2) week period;
- (iii) The Employer shall provide two (2) fifteen (15) minute paid breaks or one (1) thirty (30) minute paid break per full shift of eight (8) hours. These options are by mutual agreement and subject to the operational requirements of the Employer;
- (iv) Shift rotations (including fixed shifts i.e. only nights or only days or only evenings) assigned in accordance with Article 9 - Appointments, Promotions, Transfers and Vacancies and shall not be changed or revised without the mutual agreement of the Employer, Union and Employee.

13.02

Regular hours of work shall be deemed to include:

- (a) The Employer shall provide one (1) paid break of fifteen (15) minutes during each shift of not less than three point seven five (3.75) hours or;

- (b) If an Employee is required to work or recalled to duty during her paid break, she shall be given a full paid break later in her shift, or, where that is not possible, shall be paid for the break at one and one half times (1 1/2x) her basic rate of pay.
- 13.03 (a) An unpaid meal break of not less than one half (1/2) hour shall be granted to all Employees wherever possible at approximately the midpoint of each seven point five (7.5) or seven point seven five (7.75) or eight (8) hour shift.
- (b) If an Employee is required to work or is recalled to duty during her meal break, compensating time off for the full meal break shall be provided later in the shift or she shall be paid at one and one half times (1 1/2x) the basic rate of pay for the full meal break.
- (c) If the Employer requires an Employee to be readily available for duty during her meal break, she shall be so designated in advance and be paid for that meal break at one and one half times (1 1/2x) her basic rate of pay for the full meal break.
- 13.04 Employees shall be aware that, in the course of their regular duties, they may be required to work on various shifts throughout the twenty-four (24) hour period of the day and seven (7) days of the week. The first shift of the working day shall fall between 2300 and 0715 hours.
- 13.05 (a) The Employer's operations are continuous twenty-four (24) hours per day seven (7) days per week and the Union recognizes that the Employer requires shifts of days, evenings and nights.
- (b) The Employer shall consider when scheduling shifts, an Employee's request for certain shift schedules. A request by an Employee to work permanent days, evenings, or nights shall not be unreasonably withheld by the Employer.
- 13.06 Shifts schedules for Full-time and Part-time Employees will be posted not less than twelve (12) weeks in advance. An Employee's shift schedule may be changed after it is posted provided that the Employer gives the Employee fourteen (14) calendar day's notice of such change and the change is confirmed in writing with the Employee and written on the shift schedule. If the fourteen (14) calendar days notice is not given, the Employee is entitled to one and one half times (1 1/2x) her basic rate of pay for all regular hour scheduled and worked on the first shift of the revised schedule. In the event of an act of God or emergency such as fire, flood or other circumstances beyond the control of the Employer, the fourteen (14) day notice period will not apply.

### Additional Hours Of Work

- 13.07
- (a) A Regular Part-time Employee may submit in writing her willingness to pick up additional shifts. The Employer may schedule Part-time Employees, who have given their request in writing, for additional shifts with the consent of the Part-time Employee. Where there are available additional shifts the Employer shall distribute the additional shifts to Regular Employees first equitably and consistent with the principles of seniority.
  - (b) Opportunity to work additional hours of work shall be made available to Part-time Employees who are senior, available and have requested additional hours of work and then to Casual Employees on a fair rotational basis.
  - (c) At the request of the Union or the Employer, the parties agree to meet to discuss the distribution of additional hours of work.
  - (d) If an Employee requests a schedule change agreeable to the Employer, this Clause does not apply.
- 13.08
- The shift schedules for Employees shall provide for:
- (a) At least fifteen and one-half (15 ½) hours off-duty between shifts;
  - (b) Not more than six (6) consecutive scheduled days of work;
  - (c) Not more than two (2) different shift starting times between scheduled days off;
  - (d) No split shifts with the exception of modified work shifts prescribed by a physician to accommodate an Employee disability;
  - (e) No shift shall be less than three (3) hours;
  - (f) Every second (2<sup>nd</sup>) weekend scheduled off. "Weekend" shall mean a Saturday and the following Sunday, assuring a minimum period of sixty (60) hours off duty; and
  - (g) at least one (1) other day of rest during the week.
- 13.09
- An Employee shall not be scheduled to work more than six (6) consecutive days except as may be mutually agreed between the Employee and the Employer or in cases of emergency.

13.10 Shift schedules shall provide for at least fifteen and one-half (15 ½) hours off duty between shifts. If the Employee is required by the Employer to changes shifts without receiving fifteen and one-half (15 ½) hours off duty, she shall be paid premium pay at one and one half (1 1/2x) her basic rate of pay for that shift. If the Employee requests a schedule change agreeable to the Employer, this section shall not apply. This section shall not apply in cases when Clause 13.11 below has been applied in altering a shift schedule.

- 13.11 (a) Employees may exchange shifts among themselves, provided that:
- (i) The exchange is agreed to, in writing, between the affected Employees; and
  - (ii) Prior approval of such exchange has been given by the Employee's immediate supervisor.
- (b) the request shall be in writing, the Employer shall initial such request and provide a copy to the Employee.
- (c) such exchanges shall be recorded on the shift schedule.
- (d) such exchange shall not be deemed a violation of provisions of this Collective Agreement.
- (e) no exchanged shift shall be unreasonably denied.

13.12 Any Employee who reports for work, as requested, or scheduled, shall be paid the minimum for three (3) hours at the Employee's regular rate of pay or for the full shift if agreed to additional shift with less than one (1) hours notice of the request and acceptance including travel time.

13.13 On the day fixed by proclamation, in accordance with the Daylight Savings Time Act, of conversion to Mountain Standard Time, regular hours of work shall be extended to include the resultant additional hour with additional payment due therefore at the applicable overtime rate. On the date fixed by said Act for the resumption of Daylight Savings Time, the resultant reduction of one (1) hour in the shift involved shall be effected with the appropriate deduction in regular earnings.

#### Extended Hours of Work

13.14 Flexible, compressed or extended hours of work may be implemented only upon mutual written agreement of the parties – Union, Employee and Employer.

**Article 14**

**WAGES**

- 14.01 Wages shall be paid in accordance with Appendix "A", attached to and made part of this Agreement.
- 14.02 Wages rates are effective on the dates specified in Appendix "A."
- 14.03 A new Employee's basic rate of pay will be advanced to the next higher step based on the attainment of the hours as specified in the salary grid for their classification.
- 14.04 Advancement on the pay grid is based on the attainment of the actual hours worked in the respective classification.
- 14.05 Paydays shall be on a semi-monthly basis by direct deposit, into the Employee's account at a major banking institution of the Employee's choice. Pay days are on the 10<sup>th</sup> and 25<sup>th</sup> of the month. The Employee will receive a statement of earning with all deductions on the payday.

**Article 15**

**OVERTIME**

- 15.01 (a) The Parties agree that the Employer shall determine when overtime is necessary and for what period of time it is required. All overtime must be authorized by the Director of Care or designate.
- Overtime is all time authorized by the Employer and worked by an Employee in excess of the Employee's regularly scheduled hours of work.
- (b) All overtime worked in one pay period will be paid out in the following pay period.
- (c) Overtime shall be paid at the rate of one and one half (1 ½) times the applicable basic rate of pay for the first four (4) hours of a shift contiguous with her regular, fulltime shift. Any hours in excess of four (4) will be paid at double (2x) time.
- 15.02 An Employee required to work overtime contiguous to her regular shift shall be provided with a fifteen (15) minute paid rest period prior to working the overtime.
- Where overtime in excess of four (4) hours is required, the Employer shall provide a thirty (30) minute unpaid rest break and provide a meal.



**Article 16**

**SHIFT AND WEEKEND DIFFERENTIALS**

- 16.01 (a) Effective date of ratification, shift differential will be paid to Regular Full-time, Part-time and Casual Licensed Practical Nurses, Health Care Aides, and Certified Recreational Aides as follow:
- (i) Evening shift - fifteen hundred hours (1500) to twenty-three hundred hours (2300) hours - \$1.50
  - (ii) Night shift - twenty-three hundred hours (2300) hours to zero seven hundred hours (0700) -\$2.00
- (b) Effective date of ratification, weekend premiums will be paid to Regular Full-time, Part-time and Casual Licensed Practical Nurses, Health Care Aides, and Certified Recreational Aides as follow:
- (i) Zero seven hundred hours (0700) Saturday to zero seven hundred (0700) hours on Monday - \$1.50
- 16.05 Shift differential and weekend premiums shall not be considered as part of the Employee's basic rate of pay.
- 16.06 An Employee shall receive both shift differential and weekend premium with regular and overtime pay.

**Article 17**

**PROFESSIONAL FEES**

- 17.01 (a) Regular Full-time Licensed Practical Nurses who have completed 2015 hours of continuous employment are eligible for assistance with their Professional Fees on the following basis:
- (i) 2012/2013 - \$50.00
  - (ii) 2014/2015 - \$150.00
- (b) Regular Part-time Licensed Practical Nurses who work .7 FTE or greater and have completed 2015 hours of continuous employment are eligible for assistance with their Professional Fees on the following basis:
- (i) 2012/2013 - \$25.00
  - (ii) 2014/2015 - \$75.00

**Article 18**

**HEALTH CARE BENEFITS**

- 18.01 The Employer will continue to provide a Benefits Plan equivalent to the one currently provided and will notify the Union of any change of carrier prior to implementation.
- 18.02 The cost of premiums for the Benefits Plan will be shared 50/50 by the Employer and the Employee.
- 18.03 The Employer will investigate the possibility of providing an Employee paid LTD benefit within one hundred and twenty (120) days of ratification and provide the Employees with information as to the cost and benefit. Should such a benefit be available, it will only be implemented if the majority of regular fulltime Employees indicate their agreement to pay the requisite premiums. Failing majority approval, the benefit will not be provided and the Employer is under no further obligation.

**Article 18A**

**FLEXIBLE SPENDING ACCOUNT**

- 18A.01 Regular Full-time Employees who have completed 1950, 2015, or 2080 (as per their classification) of regular hours actually worked of continuous employment are eligible to participate in a Flexible Spending Account of \$500 subject to CRA rules and plan design. Such FSA is a taxable benefit and will be paid to eligible Employees quarterly on March 31, June 30, September 30, and December 31.
- 18A.02 Regular Part-time Employees who work .6 FTE or greater and who have completed 1950, 2015, or 2080 (as per their classification) of regular hours actually worked of continuous employment are eligible to participate in the Flexible Spending Account at a rate of \$250 subject to the conditions in 18A.01

**Article 19**

**SICK LEAVE**

Pay for sick leave is for the sole and only purpose of protecting Employees against loss of income when they are legitimately ill or unable to work due to a non- W.C.B compensated injury and will be granted to regular Employees on the following basis providing sick leave credits are available. Employees reimbursed by an outside party for time lost shall reimburse their sick leave bank.

- 19.01 (a) After completion of the probationary period (Article 10.01) Employees shall be granted sick leave credits for personal illness from the date of employment.
- Such credit shall be granted on the basis of 10 days per year of employment. Sick days used must be re-earned. Should an Employee not utilize the full number of sick days earned, she may carry the outstanding days, to a maximum of five (5) days, into the following year. At no time will an Employee have more than 15 sick days accumulated.
- (b) Regular Part-time Employees shall be credited with sick leave credits on a prorated basis of regular hours worked.
- 19.02 Sick leave credits shall not accrue during any absence in excess of thirty (30) days except approved vacation.
- 19.03 (a) Regular Employees granted sick leave shall be paid for the period of such leave at their current hourly rate of pay. The number of hours paid shall be deducted from their accumulated sick leave credits up to the total amount of the regular Employee's accumulated credits at the time the sick leave commenced.
- (b) Compensation under the Worker's Compensation Act shall not be charged against accumulated sick leave credits granted in accordance with Article 20.01.
- 19.04 (a) Employees unable to report for scheduled work on account of personal illness must notify the Employer with as much notice as possible.
- (b) During an illness of undetermined length, the Employee will notify the Employer of their progress weekly and provide the Employer with written notice of at least one (1) weeks' notice of their readiness to return to work.
- (c) Sick relief shifts accepted by Part-time Employees may be cancelled by the Employer, with as much advance notice as possible, when the regular incumbent returns to work.
- 19.05 The Employer may require an Employee absenting themselves on account of personal illness for two (2) days or more to furnish a doctor's note issued by a qualified medical practitioner certifying the Employee was unable to work due to personal illness. Notwithstanding the foregoing, the Employer may require an assessment by a recognized Occupational Health doctor in the event the absence precedes or follows a statutory holiday, vacation, or weekend and/or where there appears to be, in the opinion of the Employer, a pattern of absenteeism. Such an assessment will be at the cost of the Employer.

- 19.06 (a) If sick leave credits are exhausted before the Employee is able to return to work and, if no sick leave benefits such as those provided under Employment Insurance legislation are available to them, then Employees may apply for leave of absence pursuant to Article 26 of this Agreement in which case the Employer agrees that leaves of absence will not be unfairly denied.
- (b) Positions that have been vacant due to illness or injury for 2 years shall be deemed to be vacant and shall be posted per Article 9. In the event there is medical confirmation that the Employee will not be able to return to her job at any time within the two (2) year period, her position will be deemed to be vacant and shall be posted. The Employee who held the position immediately prior to it becoming vacant shall not retain any rights to that position. Should that Employee subsequently be capable of returning to work, she shall be given first preference for the next available vacant position she is qualified for.
- 19.07 An Employee unable to complete her shift due to illness will be paid for the hours she actually worked and the balance of the shift will be withdrawn from her sick day account if she has any remaining.

#### Article 20

#### WORKERS' COMPENSATION

- 20.01 Workers' Compensation Board coverage will be provided by the Employer for Employees. In accordance with the Income Tax Act, Workers' Compensation benefits are not taxable.
- 20.02 Employees will be eligible to apply for sick leave benefits in accordance with Article 19 - Sick Leave, during the period of time they are waiting for receipt of their claim from WCB. Sick leave benefits will be payable provided:
- (a) The Employee has sick leave credits available; and
- (b) The Employee meets the eligibility requirements for sick leave, and
- (c) The Employee assigns her WCB benefits to the Employer, only to the extent that is required for the Employer to recover the money that was paid out for sick leave, once the WCB claim is approved. The Employer shall then reinstate the Employee's sick leave credits to the appropriate level. After money for sick leave benefits has been recovered from the assigned WCB benefits, the Employee shall receive her benefits directly from the Worker's Compensation Board.

20.03 Employees shall not be entitled to a named holiday or a compensating day off in lieu of a Named Holiday from the Employer while receiving benefits from Workers' Compensation.

20.04 An Employee who has been on Workers' Compensation in excess of thirty (30) calendar days and who is certified by the Workers' Compensation Board to be fit to return to work and who is capable of performing the duties of her former position, shall provide the Employer with fourteen (14) days written notice of readiness to return to work. The Employer may accommodate return to work sooner than fourteen (14) calendar days where agreeable between the Employer, the Union and the Employee.

### Article 21

#### IN-SERVICE AND PROFESSIONAL DEVELOPMENT

21.01 (a) The parties to this Agreement recognize the value of continuing in-service education for Employees and that the responsibility for such continuing education lies not only with the individual, but also with the Employer. The term "in-service" includes: orientation, acquisition and maintenance of essential skills and other programs, which may be offered by the Employer.

(b) Employees who, with the prior approval of the Supervisor, attend an in-service or development program shall not suffer a loss of pay for such attendance.

(c) An Employee who is required to attend a training course or seminar, shall be paid at straight time for attendance at such a meeting.

21.02 The Employer's staff training and development policy governing in-service programs will include mandated in-service programs, as modified from time to time, including, but not limited to the following:

- (a) Emergency preparedness (including fire, evacuation and disaster procedures);
- (b) CPR (when established by the Employer as a mandatory qualification);
- (c) Occupational health and safety matters including proper lifting and the prevention of person injury (back injury);
- (d) Prevention and management of staff or resident abuse; and
- (e) Dementia care training, prevention and management of aggressive behaviours.

Should any of the training no longer be mandatory, the Employer will not be required to provide it.

21.03 Regular Full-time Licensed Practical Nurses may make written request to the Employer for time for professional development. Such time must be requested in writing at least two (2) weeks prior to the professional development event and may be granted subject to the demands of the operation. Such requests will not be unreasonably denied.

An Employee whose request is approved shall be advised if any registration fees, transportation, subsistence, and/or other expenses may be paid by the Employer upon prior approval.

## Article 22

### VACATION

22.01 Regular full-time and Regular Part-time Employees covered by this Agreement shall receive the vacation with pay as follows:

- (a) 4% in the first three (3) years
- (b) 6% in the fourth and subsequent years
- (c) 8% after ten (10) years

For the purposes of calculating eligibility for vacation, the vacation year shall be the period of April 1<sup>st</sup> of any year to March 31<sup>st</sup> of the following year. Calculations of hours worked for vacation entitlement increases shall coincide with the vacation year ending March 31<sup>st</sup>.

22.02 The Union recognizes the Employer's requirements that staff be available at all times to ensure efficient operation of the Care Centre. The Employer will give reasonable consideration to an Employee's request for vacation dates of the Employee's choice in order of the Employee's seniority. The final right to determine vacation is vested in the Employer.

All regular Employee's should indicate their choice of vacation dates by February 1<sup>st</sup> and any Employee who fails to submit a "Request for Days Off Form" will have waived their right to their choice of vacation period over other Employees, regardless of their seniority standing. Vacation time will not normally be approved for the period between December 15<sup>th</sup> and January 15<sup>th</sup>. The Employer will, not later than March 31<sup>st</sup>, post a schedule of vacation for all regular Employees who have indicated their vacation preference.

22.03 Vacation earned in one employment year is taken in the "next" employment year. Employees may carry over one (1) year of vacation for one (1) year. When such carried over vacation is taken it will be paid at the rate at which the vacation was earned.

- 22.04 Vacation will not be accrued for any absence over thirty (30) days except for approved vacation time.
- 22.05 All vacation with pay earned in accordance with Article 22.01, shall be paid on the final pay of an Employee whose employment has ended.
- 22.06 Casual Employees shall be paid earned vacation pay on each pay day. Casual Employees earn vacation pay at 4% of the Casual Employee's earnings.
- 22.07 Employees shall be provided with their current vacation entitlement accruals on each pay day statement of earnings.

**Article 23**

**NAMED HOLIDAYS**

23.01 The following days shall be recognized as paid holidays:

- |                      |                  |
|----------------------|------------------|
| New Year's Day       | Labour Day       |
| Family Day           | Thanksgiving Day |
| Good Friday          | Remembrance Day  |
| Victoria Day         | Christmas Day    |
| Canada Day           | Boxing Day       |
| August Civic Holiday |                  |

And any day proclaimed as a holiday by either the Federal, Provincial or Municipal government.

23.02 To qualify for a Named Holiday with pay, the Employee must have:

- (a) Worked for the Employer for at least thirty (30) days in the year before the general holiday;
- (b) Worked their last scheduled shift before, and the first scheduled shift after the holiday; and
- (c) Worked on the Holiday when scheduled or required to do so.

23.03 An Employee shall not be entitled to payment for a named Holiday or a day off in lieu when the Employee is absent for any reason for more than thirty (30) days except when she is on approved vacation.

23.04 All Eligible Employees (as per above definition) who are:

- (a) Normally scheduled to work on day of the holiday – does not work: The Employee will be paid their regular wages for the day.

- (b) Normally scheduled to work on day of the holiday –works:
  - (i) The Employee will be paid their regular rate of pay plus time-and-a-half for all hours worked; or
  - (ii) Employee will be paid their regular wages for the day of the holiday and, within three (3) months after the statutory holiday, will be required to take another day off in lieu of the statutory holiday. The replacement holiday will be a day on which the Employee is normally scheduled to work.
- (c) A Casual Employee not normally scheduled to work on day of holiday – does not work: The Employee will not be entitled to receive pay for the statutory holiday nor another day off with pay.
- (d) Casual Employee normally scheduled to work on day of the holiday – works: Employee will be paid time-and-a-half for all hours worked.
- (e) Ineligible Employee who does not work on day of the holiday: Employee is not entitled to receive pay for the holiday nor another day off with pay.
- (f) Ineligible Employee who works on day of the holiday: Employee is entitled to be paid at regular rates of pay for all hours worked.

23.05 All Employees who work an irregular work schedule will be paid according to the following guidelines:

- (a) 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 and paid accordingly.

23.06 If a general holiday falls during an Employee’s annual paid vacation, and it falls on a day that the Employee would normally have worked, the paid vacation will be extended by one day. Alternatively, the Employee will have the option of taking decreased vacation by one day.

23.07 Whenever one of the above-mentioned holidays falls on a Saturday or a Sunday and the Government of Canada and the Government of the Province of Alberta, or either of them in the absence of the other, proclaim that such public holiday be observed on a day other than Saturday or Sunday, then the day so proclaimed shall be read in substitution for such public holiday.



Article 24

DISCIPLINE, DISMISSAL, RESIGNATION

- 24.01 Written disciplinary notice may only be given to Employees for poor conduct or unsatisfactory job performance.
- (a) This does not prevent immediate dismissal for just cause, subject to the grievance procedure.
  - (b) Copies of all disciplinary notices shall be forwarded to the Membership Services Officer and copied to the President and the Chapter Chair within twenty-four (24) hours of being presented. Employees shall be given the opportunity to sign disciplinary notices as having been read, but are not required to do so.
  - (c) The Employee shall have a Shop Steward or the Membership Services Officer present at the discussion of the written disciplinary notice with the Employer.
- 24.02 By an appointment made at least one (1) working day in advance, an Employee and/or their union representative, shall have access to their personnel records once per year or when the Employee has filed a grievance.
- 24.03 The Employer will schedule an investigation with an Employee, where such investigation is under the discretionary control of the Employer, by giving reasonable advance notice.
- At such investigation, an Employee shall be accompanied by a Union Steward, at the request of the Employee.
- 24.04 Twenty-four (24) months following disciplinary action by the Employer the record of such disciplinary action will be removed from the Employee's file, provided there has been no disciplinary action of any kind taken by the Employer with that Employee in that twenty-four (24) month period.
- 24.05 In the event an Employee is reported to her licensing body by the Employer, the Employee shall be so advised, and a written copy shall be forwarded to the Union.
- 24.06 An Employee absent for one (1) work day without notifying the Employer, shall be considered to have vacated her position except where the Employee subsequently provides reasons acceptable to the Employer.
- 24.07 Fourteen (14) calendar days notice in writing shall be given by the Employee resigning from the Employer.

Article 25

LAYOFF AND RECALL

- 25.01 (a) Should it become necessary to reduce the workforce, the least senior Employee of the affected job classification in the Monterey Place Residence shall be laid off.
- (b) When staff reductions, occur, the Chapter Chair of the Union will be notified by copy of the written notice of layoff to the affected Employee(s.)

- 25.02 (a) The Employer shall notify an Employee who is to be laid off in accordance with the length of time the Employee has been employed by the Employer, as follows:

Employees with < 3 months	no notice
Employees with 3 – 6 months	5 days
Employees with 6 months – 2 years	10 days
Employees with 2 – 5 years	20 days
Employees with 5 – 10 years	25 days
Employees with more than 10 years	30 days

- (b) If an Employee is laid off and she is not provided with notice of lay-off as specified in (a) above, then she shall be paid a sum of money that is at least equal to the wages that she would have earned if she had worked her regular hours of work for the period of notice applicable to the Employee under clause (a) above.

- 25.03 (a) Employees on lay off shall be recalled in the order of their seniority for the job classification in the Monterey Place Residence, subjected to Article 11 (Seniority).

- (b) The Employer shall notify the Employee of the date of return to work when recalled from layoff. The Employer may agree to an alternate date should the Employee request. Such request may be granted at the sole discretion of the Employer.

In any event, should the Employee fail to return to work on the specified date, she will forfeit any claim to re-employment.

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

- (d) The Employer will not hire new Employees into a classification when others in that classification are on layoff subject to ability to do the work required.

## Article 26

### LEAVES OF ABSENCE

#### 26.01 General Leave Without Pay

- (a) Subject to the written approval of the Employer, an Employee may make a request in writing to the Director of Care for a Leave of Absence without pay to a maximum of thirty (30) calendar days. A request for Leave must be made at least two (2) weeks prior to the commencement of the Leave. A Leave of Absence may be granted at the discretion of the Employer, provided the Employee has exhausted all vacation time earned up to the time of the Leave of Absence request. Such leave may be extended by additional periods of thirty (30) calendar days with the written approval of the Employer.
- (b)
  - (i) Employees who are on 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 leave of absence will forfeit all seniority rights and privileges contained in this Agreement.
  - (ii) Any Employee who has been granted a leave of absence of any kind and overstays their leave, except in emergency situations, shall be considered to have terminated their employment without notice.
  - (iii) To qualify for a leave of absence except in cases of emergency, the Employee must have completed one (1) year of service with the Employer.
  - (iv) All requests for leave of absence must be submitted to the Director of Care for final approval. Requests shall not be unreasonably denied.
  - (v) Employees may elect to continue benefits by pre-arranging payment for the Employer and Employee portions of premiums for any leave of 30 days or longer.

Maternity, Parental, Adoption Leave

Maternity, Parental, or Adoption Leave will be granted on the basis of the following provisions:

- (a) Employees must give the Employer at least six (6) weeks written notice advising of when she/he intends to start Maternity/Parental Leave.
- (b) The Employee must give at least four (4) week's written notice that she/he intends to return to/not return to work.
- (c) Employees may continue benefits if they pay both the Employer and Employee portions of the premiums.
- (d) Employees do not accrue Vacation, General Holidays, or Sick Leave while on Leave.
- (e) The Employee will be reinstated in the same or comparable position with earnings and other benefits equal to those received when the Leave began.

Maternity Leave

- (a) Employees are entitled to up to one (1) year of unpaid, job-protected leave in the event of the birth of a child. Leave is composed of fifteen (15) weeks of Maternity Leave and thirty-seven (37) weeks of Parental Leave.
- (b) The Employer can require the Employee to obtain and submit a medical certificate certifying pregnancy and giving the estimated date of delivery.
- (c) Maternity leave can begin at any time within twelve (12) weeks prior to the estimated date of delivery.
- (d) If the pregnancy interferes with the Employee's job performance during the twelve (12) weeks before the estimated date of delivery, the Employer can require the Employee to start Maternity Leave. The Employee must be notified in writing.
- (e) An Employee must take at least six (6) weeks of Maternity Leave after the birth of her child, unless the Employer agrees to early resumption of employment. The Employee must provide a medical certificate indicating that resumption of work will not endanger her health.

Parental/Adoption Leave

- (a) Fathers and/or adoptive parents are eligible for up to seventy-two (72) weeks of unpaid, job-protected Parental Leave. Adoptive parents can take Adoption Leave for any child under age 18.

- (b) Parental/Adoption Leave may be taken by one parent or shared between two parents but the total combined leave cannot exceed seventy-two (72) weeks
- (c) Parental/Adoption Leave can begin at any time after the birth or adoption of the child but must be completed within one hundred and four (104) weeks of the date a baby is born, or an adopted child is placed with the parent.
- (d) Employees who intend to share Parental Leave must advise their respective Employers of their intention to do so.
- (e) Parents will still be eligible for the Adoption Leave if medical reasons, or circumstances related to adoption, prevent the employee from giving six (6) weeks' notice. When this happens, written notice must be given to the Employer as soon as possible.

26.03

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 three (3) days without loss of income, commencing or ending with the day of the funeral, or three (3) days including the day of the funeral.
- (b) 'Immediate family' shall mean the following members of an Employee's family or the family of their spouse, including spouse (including common-law) or same gender partner, fiancé, child, parent, grandparent, grandchild, sibling, guardian.
- (c) Bereavement Leave shall be extended by up to two (2) additional days with no loss of income if travel out of province is necessary for the purpose of attending the funeral. At the time of the Bereavement Leave notification, the Employer may request reasonable evidence of travel out of province.
- (d) Bereavement Leave with pay may be granted for one (1) day for the funeral/memorial service of a close friend or more distant relative than outlined in 26.03 (b) depending on the needs of the operation.
- (e) An Employee may be granted up to a month's leave of absence without pay, upon an approved leave from the Employer upon the death of an immediate family member subject to Article 26.01.

26.04

Court Duty

- (a) An Employee who is subpoenaed by the Crown for jury duty or as witness for the Crown shall not lose any pay because of such service, provided 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 the receipt of notification that the Employee has been subpoenaed by the Crown.

**Article 27**

**JOINT COMMITTEE: LABOUR-MANAGEMENT RELATIONS**

27.01

- (a) A Joint committee shall be established and shall meet at least quarterly.
- (b) The Local/Chapter Representative of the Union shall provide the names of up to two (2) elected Employees and the Employer shall provide the names of up to two (2) appointed Representative to sit on the Joint Committee.
- (c) The desired functions of the EMAC are to examine and make recommendations regarding the concerns of Employees and other matters related to labour relations and health and safety.
- (d) An Employee shall be paid her basic rate of pay for attendance at these Committee Meetings.
- (e) All correspondence between the Parties will flow between the designated Membership Services Officer (MSO) and Human Resources.

**Article 28**

**OCCUPATIONAL HEALTH & SAFETY**

28.01

A Committee will be established to consider matters of Occupational Health and Safety.

28.02

The Committee shall meet at least quarterly or more frequently if required by either party at a mutually acceptable hour and date.

28.03

The Committee shall be established and the Union will have the right to designate one (1) member of the bargaining unit as a member of this committee.

28.04

The basic rate of pay will be paid to such Employee for time spent in attendance at a meeting of the Committee.

- 28.05 The Employer agrees to abide by the terms of the Occupational Health and Safety Act. In accordance with the Act and regulations, the Employer will ensure Employee representatives are required to participate in the local Occupational Health and Safety Committee, whose responsibilities include regular meetings and safety inspections, hazard identification and reporting, hazard controls including working alone and training, and recommendations for improved workplace safety.
- 28.06 An Employee's rights shall be respected in accordance with the Occupational Health and Safety Act. No Employee shall be discharged, penalized or disciplined for refusing to perform any work or operate any equipment which the Employee has reasonable and probable grounds to believe presents an imminent danger to the health and safety of any Resident, Employee, or member of the public.
- 28.08 The Employer, the Employees and the Union will cooperate to the fullest extent in the matter of occupational health, safety, security and accident prevention.

#### **Article 29**

#### **UNIFORMS AND PROTECTIVE APPAREL**

- 29.01 All protective clothing and safety equipment shall be supplied by the Employer as required by the Occupational Health and Safety Act.
- 29.02 Employees shall furnish, supply and maintain their own everyday work apparel.
- 29.03 If the Employer requires Employees to wear specific protective apparel and equipment, the Employer shall supply and maintain (launder, alter and repair) specific and protective items at no cost to the Employees.
- 29.04 Where, in the opinion of the Employer, protective and safety footwear [including non-slip] is required, the Employer shall reimburse Employees for the cost of authorized replacement of CSA approved protective or safety footwear including non-slip footwear once in each calendar year to a limit of one hundred dollars (\$100.00) upon submission of proof of purchase.

#### **Article 30**

#### **PROFESSIONAL RESPONSIBILITY**

- 30.01 (a) A Professional Responsibility Committee (Committee) shall be established with up to two (2) Employees elected by the Union and up to two (2) representatives of the Employer. A Chair shall be elected from amongst the Committee. The Committee shall meet at least once a month at a regularly appointed time, and within ten days of receiving a written description of the issue regarding resident care.

- (b) Alternate representatives may be designated from the same group.
- (c) Agendas for each meeting will be circulated prior to each meeting. Minutes of each meeting will be kept and posted on the Union bulletin Board. The minutes of the Committee shall be approved by both parties prior to circulation. Unresolved items from previous meetings will be highlighted and reviewed.
- (d) The functions of such Committee are to examine and make recommendations regarding the concerns of Employees or the Employer relative to resident care including staffing issues.

30.02 An Employee attending Committee meetings shall be paid her or his Basic Rate of Pay for such attendance.

**Article 31**

**LOCKERS**

31.01 The Employer will make available during each Employee's shift a locker to store and secure personal belongings. The Employee will provide a personal lock to secure the locker during the Employee's shift.

**Article 32**

**TRANSPORTATION ALLOWANCE**

32.01 When an Employee is assigned duties necessitating the use of her private automobile she shall be reimbursed at the rate of forty-five cents (\$.45) per kilometer or the Government of Alberta rates (whichever is greater.)

32.02 Where the Employer requires an Employee to have a vehicle for business use, the Employer shall provide on-site parking (with operational plug-ins where available), at no cost for the Employee.

32.03 Miscellaneous Travel Cost

- (a) Where it is necessary to use taxis or other transportation for travel on Employer business, the incurred costs shall be reimbursed by the Employer upon submission of receipts;
- (b) Parking charges incurred while on Employer business shall be reimbursed upon submission of receipts.



**Article 33**

**HANDLING CASH RECEIPTS AND DISBURSEMENTS**

- 33.01 An Employee whose work responsibilities include handling cash will exercise caution and care in balancing receipts and disbursements, but shall not be required to reimburse the Employer for shortages.
- 33.02 If there are recurring cash shortages, the Employees and the Employer will cooperate in measures to reduce shortages.

**Article 34**

**PYRAMIDING**

- 34.01 There shall be no pyramiding or stacking of premiums unless specified in an article.
- 34.02 Premiums are not considered part of the Employee's basic rate of pay for any purpose.

**Article 35**

**REGULAR PART-TIME AND CASUAL EMPLOYEES**

- 35.01 All provisions of the Collective Agreement apply to Regular Part-time Employees subject to specific language in each Article.
- 35.02 All provisions of the Collective Agreement apply to Casual Employees subject to specific language in each Article or with the following exceptions and stipulations:
- (a) Article 6 – Union Representation (6.05 does not apply to Casual Employees)
  - (b) Article 10 – Probation (10.01, 10.02, 10.03, 10.04 do not apply to Casual Employees)
  - (c) Article 11 – Seniority
  - (d) Article 13– Hours of Work (13.01, 13.06, 13.07, 13.08, 13.09, 13.11 do not apply to Casual Employees)
  - (e) Article 17 – Professional Fees
  - (f) Article 18 – Health care benefits
  - (g) Article 19 – Sick Leave

- (viii) Article 22 – Vacation (except 22.05 which does apply to Casual Employees)
- (ix) Article 25 – Layoff and recall
- (x) Article 26 – Leaves of Absence
- (xi) Article 29.04 – Payment of Non-slip Footwear

**Article 36**

**RETROACTIVITY**

36.01 All changes are effective from date of ratification of the Collective Agreement with the exception of wages which are retroactive on the basis as noted in Appendix A – Wage Schedule.

**Article 37**

**WORKPLACE RESPECT**

37.01 There shall be no discrimination, restriction or coercion exercised or practiced in respect of an Employee by either party by reason of age, race, colour, ancestry, place of origin, religious beliefs, gender, sexual orientation, marital status, family status, source of income, physical disability or mental disability or any other prohibited grounds as provided in the Alberta Human Rights Act nor by reason of membership or non-membership or activity in the Union nor in respect of an Employee's or Employer's exercising any right conferred under this Collective Agreement or any law of Canada or Alberta.

37.02 The Parties recognize the requirement for respect and dignity for all persons supporting a policy of zero tolerance for violence in the workplace and the right of the Employees to work in an environment free from discrimination, and harassment.

37.03 The Parties also recognize that Employees work with residents who may exhibit behaviours that are inconsistent with this article.

37.04 The Employer's investigation procedure will not limit an Employee's right to seek redress through any other available procedure including:

- (a) Grievance procedure; and
- (b) Alberta Human Rights and Citizenship Commission

**Appendix "A"**  
**WAGE SCHEDULE**

**HCA (7.5 Hours)**

	<b>Step 1 (start)</b>	<b>Step 2 (after 975)</b>	<b>Step 3 (after 1950)</b>	<b>Step 4 (after 3900)</b>	<b>Step 5 (after 5850)</b>
DOR	16.00	16.29	17.18	17.94	18.27
July 1, 2013	16.80	17.10	17.70	18.48	18.82
April 1, 2014	17.47	17.78	18.40	19.22	19.57
April 1, 2015 *	18.00	18.31	18.95	19.80	20.17
April 1, 2016 *	18.54	18.86	19.52	20.40	21.00

**LPN (7.75 Hours)**

	<b>Step 1 (start)</b>	<b>Step 2 (after 1007.5)</b>	<b>Step 3 (after 2015)</b>	<b>Step 4 (after 4030)</b>	<b>Step 5 (after 6045)</b>	<b>Step 6 (after 8060)</b>	<b>Step 7 (after 10075)</b>
DOR	23.00	23.50	25.00	26.00	27.00	28.00	29.00
July 1, 2013	24.15	24.68	25.73	26.78	27.83	28.88	29.93
April 1, 2014	24.87	25.42	26.50	27.58	28.38	29.46	30.53
April 1, 2015 *	25.62	26.18	27.30	28.41	28.95	30.05	31.14
April 1, 2016 *	25.62	26.18	27.30	28.41	28.95	30.05	32.07

**Recreation Aide (Certified) (8 Hours)**

	<b>Step 1 (start)</b>	<b>Step 2 (after 1040)</b>	<b>Step 3 (after 2080)</b>	<b>Step 4 (after 4160)</b>	<b>Step 5 (after 6240)</b>
DOR	16.00	16.29	17.18	17.94	18.27
July 1, 2013	16.80	17.10	17.70	18.48	18.82
April 1, 2014	17.47	17.78	18.40	19.22	19.57
April 1, 2015 *	18.00	18.31	18.95	19.80	20.17
April 1, 2016 *	18.54	18.86	19.52	20.40	21.00

Appendix "A"

**WAGE SCHEDULE (continued)**

	Start	After 975
<b>Reception (7.5 Hours)</b>		
DOR	13.00	13.75
July 1, 2013	13.39	14.16
April 1, 2014	13.66	14.45
April 1, 2015 *	13.93	14.73
April 1, 2016 *	14.35	15.17
<b>Cook (7.5 Hours)</b>		
DOR	16.87	18.03
July 1, 2013	17.38	18.57
April 1, 2014	17.90	19.13
April 1, 2015 *	18.26	19.51
April 1, 2016 *	18.81	20.10
<b>Servers (7.5 Hours)</b>		
DOR	12.00	12.60
July 1, 2013	12.88	13.50
April 1, 2014	13.26	14.00
April 1, 2015 *	13.66	14.50
April 1, 2016 *	14.07	14.93
<b>Housekeepers (7.5 Hours)</b>		
DOR	12.00	13.50
July 1, 2013	12.88	15.00
April 1, 2014	13.26	15.45
April 1, 2015 *	13.66	15.91
April 1, 2016 *	14.07	16.39
<b>Recreation Aide (Uncertified) (8 Hours)</b>		
DOR	12.60	14.00
July 1, 2013	12.98	14.42
April 1, 2014	13.37	14.85
April 1, 2015 *	13.63	15.15
April 1, 2016 *	14.04	15.55

**\* POTENTIAL WAGE ADJUSTMENTS FOR 2015 AND 2016**

For the classifications HCA, LPN and Recreation Aide (Certified), the increases on April 1, 2015 and April 1, 2016, will be the greater of:

- (a) the amounts on the grid for that fiscal year; or
- (b) the percentage increase for nursing salaries and benefits (for HCA, LPN and Recreation Aide-Certified) received by the Employer from Alberta Health Services for that fiscal year period. This amount shall be calculated and confirmed by the Employer's external auditors with confirmation of the percentage increase.

i.e. If the increase on the wage grid between the 2014 and the 2015 rates equal 3%, and the AHS Funding provides a 5% increase, then HCAs, LPNs and Recreation Aides (Certified) will receive an increase of 5%.

Under this provision, no April 1, 2016 grid rate will be lower than the 2015 rate that arises from this formula no matter what the funding increase is for 2016.

i.e. if the increase for April 1, 2015 is 10 percent, and the increase on April 1, 2016 is zero percent, the April 1, 2015 rate will remain in force.

Any increase arising from the Alberta Health Service rate increase shall be applied retroactively to the date of increase on the grid.

**LUMP SUMS**

Payable the second pay period after ratification:

Regular Full-time and Regular Part-time Employees are eligible for a lump sum of \$2000, prorated to the number of regular hours actually worked for the period January 1, 2011 to June 26, 2012.

Casual Employees are eligible for the lump sum prorated to the number of regular hours actually worked in the twelve (12) months before June 26, 2012.

For the purpose of this section, an Employee's status will be determined as of June 25, 2012.

Employees who qualify for and elect to retire under the terms of the Letter of Understanding - Retiring Bonus are eligible for both this Lump Sum payment and the Retiring Bonus.

Payable the first pay period after July 1, 2013:

Regular Full-time and Regular Part-time Employees are eligible for a lump sum of \$400.00 prorated to the number of regular hours actually worked for the period January 1, 2011 to June 26, 2012.

Casual Employees are eligible for the lump sum prorated to the number of regular hours actually worked in the twelve (12) months before June 26, 2012.

For the purpose of this section, an Employee's status will be determined as of June 25, 2012

**PLACEMENT ON WAGE SCHEDULE**

Employees will be placed on the new Wage Schedule as follows:

- (a) Regular Full-time and Regular Part-time Employees who have worked continuously for more than one (1) year but less than three (3) years as at January 1, 2012, will be placed at Step 2.
- (b) Regular Full-time and Regular Part-time Employees who have worked continuously for more than three (3) years as at January 1, 2012, will be placed at Step 3.
- (c) Regular Full-time and Regular Part-time Employees who have worked continuously for more than six (6) years as at January 1, 2012, will be placed at Step 4.
- (d) Regular Full-time and Regular Part-time Employees who have worked continuously for more than eight (8) years as at January 1, 2012, will be placed at Step 5.
- (e) Casual Employees employed after January 1, 2011, move to the Step on the Wage Schedule that creates an increase.

LETTER OF UNDERSTANDING

Between

TRIPLE A LIVING COMMUNITIES INC.  
(Monterey Place)

And The

ALBERTA UNION OF PROVINCIAL EMPLOYEES

RE: RETIRING BONUS

	<b>HCA/Certified Recreation Aide</b>	<b>LPN</b>	<b>All Other Classifications</b>
18 Months to 3 Years	\$2,000	\$4,000	\$1,000
> 3 Years	\$4,000	\$8,000	\$1,500
> 6 Years	\$5,000	\$10,000	\$2,000
> 8 Years	\$7,000	\$12,000	\$2,000
> 10 Years	\$9,000	\$15,000	\$2,500

Criteria for Eligibility:

- (a) Regular Full-time or Part-time Employee who indicates that they are terminating employment within 30 days after the date of ratification. Employees, who are otherwise eligible, do not need to return to work to exercise their right under this Letter of Understanding.
- (b) The amount for Regular Part-time Employees is prorated to the number of regular hours actually worked for the period January 1, 2011 to June 26, 2012.
- (c) Regular Full-time or Regular Part-time status, seniority date and Employee Classification will be determined as of June 25, 2012.

On Behalf of Triple A Living  
Communities Inc. (Monterey Place)

On Behalf of the Alberta Union of  
Provincial Employees

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Date

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Date

LETTER OF UNDERSTANDING

Between

TRIPLE A LIVING COMMUNITIES INC.  
(Monterey Place)

And The

ALBERTA UNION OF PROVINCIAL EMPLOYEES

Re: Bargaining Unit Exclusions

The parties agree that the following positions are excluded from the Bargaining Unit:

Persons who perform managerial duties or perform in a confidential capacity regarding Labour Relations, including the following classifications:

- Director of Care
- RN/Educator
- Senior Cook
- Recreational Therapist
- Executive Assistant
- Site RN
- Housekeeping Supervisor
- Senior Maintenance Person

On Behalf of Triple A Living  
Communities Inc. (Monterey Place)

On Behalf of the Alberta Union of  
Provincial Employees

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Date

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Date



LETTER OF UNDERSTANDING

Between

TRIPLE A LIVING COMMUNITIES INC.  
(Monterey Place)

And The

ALBERTA UNION OF PROVINCIAL EMPLOYEES

Re: Legal Indemnification

The Employer will maintain comprehensive general liability insurance for all Employees. The Employer will pay one hundred percent (100%) of the premium cost of such insurance.

In accordance with the Certificate of Insurance, the Employer's insurance provider shall provide legal representation for matters arising out of the performance of an Employee's assigned duties.

The Employer will provide a letter to the Union confirming that insurance is complete and will include an extract from the contract of insurance.

Such indemnification will not apply if the Employer determines that the Employee failed to act in good faith while performing her duties and responsibilities.

On Behalf of Triple A Living  
Communities Inc. (Monterey Place)

On Behalf of the Alberta Union of  
Provincial Employees

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Date

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Date

IN WITNESS WHEREOF the Parties hereto have caused these presents to be executed by their duly authorized officers in that behalf the day and year first above written.

DATED AT Edmonton, Alberta THIS \_\_\_\_\_ DAY OF \_\_\_\_\_ 2013.

On Behalf of Triple A Living  
Communities Inc. (Monterey Place)

On Behalf of the Alberta Union of  
Provincial Employees

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Witness

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Witness