



**COLLECTIVE AGREEMENT**

**BETWEEN**

**CHANTELLE MANAGEMENT LTD.  
(SUNSET MANOR AND INNISFAIL COUNTRY MANOR)**

**AND THE**

**ALBERTA UNION OF PROVINCIAL EMPLOYEES**

**ON BEHALF OF**

**LOCAL 048 CHAPTER 022**

**EXPIRING FEBRUARY 1, 2017**

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## PREAMBLE

Agreeing that the primary purpose of the Employer is to provide the resident with efficient and competent services.

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

- (i) Ensure the provision of the best possible service and quality resident care, by providing quality care that is holistic, providing for the physical, emotional and social needs in a caring environment;
- (ii) Protect the interests of residents, Employees, the Employer and the Community;
- (iii) Maintain harmonious relations between the Employer, the Employees and the Union;
- (iv) Recognize the mutual value of joint discussions and negotiations in all matters of mutual concern to the Parties;
- (v) Enter into a collective agreement setting forth rates of pay, hours of work and other terms and conditions of employment.

ARTICLE 1

TERM OF AGREEMENT

1.01 This agreement, including Appendices thereto, unless altered by mutual consent of both parties hereto, shall be in force and effect from the date of ratification by the parties up to and including February 1, 2017 and from year to year thereafter unless notification of desire to amend or terminate be given in writing by either party during the period between sixty (60) and one hundred and twenty (120) days prior to the expiration date.

1.02 When either party serves notice of desire to amend the Collective Agreement under Article 1.01 above, the negotiating committees shall exchange and initial proposed amendments at commencement of negotiations. This in no way limits either party from submitting counter proposals during negotiations.

1.03 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;

in the case of the Employer to:

The Administrator  
3312 – 52<sup>nd</sup> Ave  
Innisfail, AB T4G 0C3

Or in the case of a Policy Grievance

Chief Executive Office  
200 9102 -196A Street  
Langley, BC V1M 3B4

and in the case of the Union to:

The President  
Alberta Union of Provincial Employees  
10451 - 170 Street NW  
Edmonton, AB T5P 4S7

1.04 The Collective Agreement shall continue in force and effect until a new Collective Agreement has been executed.

1.05 The Union agrees there will be no strikes and the Employer agrees there will be no lockouts during the term of this collective agreement.

## ARTICLE 2

### DEFINITIONS

- 2.01 "Bargaining Unit" shall mean the unit of Employees as described on the Labour Relations Board Certificate #41-2013.
- 2.02 "Basic Rate of Pay" shall mean the incremental step in the Salaries Schedule applicable to an Employee in accordance with the terms of this Collective Agreement, exclusive of all allowances and premium payments.
- 2.03 "Chapter" means a component of the Union responsible for administration and negotiation of the Collective Agreement.
- 2.04 "Classification" shall mean job title and pay scale established for the job title.
- 2.05 "Code" means The Labour Relations Code, as amended from time to time.
- 2.06 "Employee" shall mean a person covered by this Collective Agreement employed by the Employer. At the time of hire the employment status of each Employee will be determined in accordance with the following:
- (a) "Full-time Employee" is one who is regularly scheduled to work the full specified hours in the "Hours of Work" Article of this Collective Agreement;
  - (b) "Part-time Employee" is one who is regularly scheduled for less than the normal hours of work specified in the "Hours of Work" Article of this Collective Agreement;
  - (c) "Casual Employee" is one who:
    - (i) is regularly scheduled for a period of four (4) months or less for a specific job: or
    - (ii) relieves for absences the duration of which is four (4) months or less; or
    - (iii) works on a call in basis and is not regularly scheduled.
  - (d) "Temporary Employee" is one who is hired on a temporary basis for a full-time or part-time position:
    - (i) for a specific job of more than four (4) months but less than twelve (12) months. A request by the Employer to extend the time limit shall not be unreasonably denied; or

- (ii) to replace a full-time or part-time Employee who is on approved leave of absence for a period in excess of four (4) months; or
  - (iii) to replace a full-time or part-time Employee who is on leave due to illness or injury where the Employee has indicated that the duration of such leave will be in excess of four(4) months.
- 2.07 "Employer" shall mean" Sunset Manor and Innisfail Country Manor and include such persons as may from time to time be appointed or designated to carry out administration duties in respect of the operation and management of the facility.
- 2.08 "Licensed Practical Nurse (L.P.N.) Registration" shall take meaning from the Health Professions Act R.S.A. 2000, c.H-7 as amended. Registration is not membership in the Union.
- 2.09 "Local" means Local 048 of The Alberta Union of Provincial Employees.
- 2.10 "May" shall be interpreted to be permissive rather than mandatory.
- 2.11 "Member" means an Employee of Sunset Manor and Innisfail Country Manor who is included in this Collective Agreement and who is a member of the Local.
- 2.12 "Parties" shall mean AUPE and Sunset Manor and Innisfail Country Manor.
- 2.13 "Position" shall mean:
  - (a) the Employee status
  - (b) the classification
  - (c) Number of scheduled bi-weekly hours
- 2.14 "Shall" shall be interpreted to be mandatory rather than directory.
- 2.15 "Shift" shall mean a daily tour of duty exclusive of overtime hours. The first (1st) shift of the day shall be that shift in which the majority of hours fall between midnight and zero eight hundred (0800) hours.
- 2.16 "Shift Cycle" means the period of time when the shift schedule repeats itself. In those instances where the schedule does not repeat itself, the term "shift cycle" shall be understood to mean a period of time not exceeding twelve (12) weeks.
- 2.17 "Shift Pattern" means days and/or evenings and/or night shifts.
- 2.18 "Status" shall mean either Full-Time or Part-Time or Temporary or Casual as defined above.
- 2.19 "Union" means The Alberta Union of Provincial Employees.

### ARTICLE 3

#### APPLICATION

- 3.01 The Collective agreement shall apply to all Employees of the Bargaining Unit.
- 3.02 Employees shall be compensated for work performed in accordance with the schedule of Basic Rates of Pay as set out in the Salaries Schedule, be bound by other provisions of employment, and qualify for such benefits in accordance with the provisions set out in this Collective Agreement.
- 3.03 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.
- 3.04 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.
- 3.05 Where a conflict exists between a provision contained in this Collective Agreement and the Employer's policies, regulations, guidelines or directives cover the subject matter, the Collective Agreement shall apply.
- 3.06 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 4

#### UNION RECOGNITION

- 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 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.



- 4.03 Employees and volunteers 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 any bargaining unit Employees or reduce the hours of work or pay of any Employee. An emergency is defined as any unexpected situation that arises that prohibits the Employer from providing the normal standard of service or endangers the well being of the residents.
- 4.04 No Employee shall be required or permitted to make any written or verbal agreement that may be in conflict with the terms of the Collective Agreement.
- 4.05 All correspondence between the parties shall flow between designated representatives of the Employer and designated representatives of the Union. Both parties shall advise each other, in writing, of the names of their representatives.
- 4.06 The Employer shall advise new Employees of the fact that a Collective Agreement is in effect. Employees shall be given a Union orientation of not more than fifteen (15) minutes by the Union on the Employer's time.
- 4.07 A Union Steward shall have the right to wear a Union lapel pin during working hours.

## ARTICLE 5

### UNION MEMBERSHIP, SECURITY AND CHECK-OFF

- 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;
  - (c) to voluntary membership in the Union.
- 5.02
- (a) All Employees shall be required to pay Union dues. The Employer shall deduct from the base earnings of Employees covered by this Collective Agreement an amount equal to the monthly Union dues in a manner in keeping with the payroll system in effect for the Employer. In all instances such deductions shall be forwarded to the Secretary-Treasurer of the Union not later than the fifteenth (15th) day of the following month in which the dues were deducted.
  - (b) Particulars identifying each Employee in a printed form showing the Employee name, amount of deduction and the amount of monthly earnings shall be provided monthly together with the amount deducted from each Employee.

- (c) Upon ratification of this agreement the Employer will provide the Union with a complete list of Employee names, mailing addresses, and classifications. For new Employee hired following ratification the Employer will provide the Union with the Employees name, mailing address, and classification.
- 5.03 The Union agrees to indemnify and save the Employer harmless from any form of liability arising from or as a result of the deduction of authorized dues, fees or assessments, unless caused by Employer error.
- 5.04 The Union shall advise the Employer, in writing, of any change in the amount of dues to be deducted from the Employees covered by this Collective Agreement. Such notice shall be communicated to the Employer at least thirty (30) days prior to the effective date of change.
- 5.05 Deductions of amounts equal to the dues for all Employees shall commence with the first pay period of employment. Employees hired prior to the ratification of this agreement shall commence dues deductions on the first pay period following ratification of the agreement.
- 5.06 The Employer will record the amount of individual dues deducted on T-4 slips issued for income tax purposes.

## ARTICLE 6

### MANAGEMENT RIGHTS

- 6.01 The Union acknowledges that all management rights are vested exclusively with the Employer and shall remain solely with the Employer unless modified by the express terms of this agreement and, without limiting the generality of the foregoing; it is the exclusive function of the Employer:
  - (a) To determine and establish standards and procedures for the care, welfare, safety and comfort of the residents in the facility;
  - (b) To maintain order, discipline, and efficiency and in connection therewith to establish and enforce reasonable rules and regulations;
  - (c) To hire, transfer, lay-off, recall, promote, classify, assign duties, establish standards of performance, discharge, suspend or otherwise discipline Employees for just cause.
  - (d) To have the right to plan, direct, schedule and control the work of the Employees and the operations of the Employer. This includes the right to introduce new and improved methods and equipment.

- (e) These rights shall be exercised in a manner consistent with this Agreement. The Employer agrees to act reasonably in the interpretation and application of the collective agreement as a whole.

## ARTICLE 7

### RESPECT IN THE WORKPLACE

- 7.01 There shall be no discrimination, restriction or coercion exercised or practiced in respect of any Employee by either party by reason of age, race, colour, creed, national origin, political or religious belief, gender, sexual orientation, marital status, physical or mental disability, 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.
- 7.02 The Union and the Employer agree to respect and dignity in the workplace supporting a policy of zero tolerance for violence in the workplace.
- 7.03 The Union and the Employer recognize the right of the Employees to work in an environment free from harassment and the Employer after proper investigation, may discipline for just cause any person employed by the Employer engaging in the harassment of another Employee.
- 7.04 There shall be no limits on an Employee's rights to seek redress through the Alberta Human Rights Commission.

## ARTICLE 8

### UNION STEWARDS

- 8.01 The Employer agrees to recognize Employees who are appointed as Union Stewards, and recognizes their authority to represent other Employees. The Union shall appoint no more than five (5) Union Stewards for Local 48/022 prior to July 1<sup>st</sup>, 2014. The Union shall appoint two (2) additional Union Steward after July 1<sup>st</sup>, 2014. A Union Steward may, at the request of an Employee, accompany or represent him in the processing of a grievance, a meeting or disciplinary investigation with the Employer. When it becomes necessary for a Union Steward to leave his job for this purpose, he will request time off from the Administrator or designate and provide him with as much advance notice as possible. Arrangements will be made by the supervisor to permit the Union Steward to leave his 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 Administrator or designate, which approval shall not be unreasonably withheld.
- 8.02 A list of Union Stewards shall be supplied by the Union to the Administrator. The Administrator shall be advised in writing of any change to the list. The list shall be updated by the Union annually.

8.03 Members shall have the right at any time to the assistance of Union Staff Representatives when collective bargaining with the Employer and when processing a grievance.

8.04 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 Employer for approval. The application for leave will be made in writing to the proper officer of the Employer with as much advance notice as possible. Where possible, four (4) weeks advance notice will be provided 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, Local/Chapter meetings, 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 without pay and without loss of seniority.

8.05 Negotiations

Three (3) Employees elected or appointed to the Union Bargaining Committee shall be granted time off with pay and without loss of seniority in order to participate in negotiations with the Employer. When requesting such leave, the Employee shall endeavor to provide as much advance notice as possible to the Employer. 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.

ARTICLE 9

PROBATIONARY PERIOD AND ORIENTATION

9.01 Each Employee shall first serve a single probationary period of four hundred and eighty (480) hours worked. The probationary period may be extended by mutual agreement between the Union and the Employer for a period up to an additional four hundred and eighty (480) hours worked, however, in no event will the total probation period exceed nine hundred and sixty (960) hours worked. The Employer shall provide written notice to an employee if the probation period is extended.

If a Probationary Employee is unsatisfactory in the opinion of the Employer, such Employee may be dismissed or her employment terminated, in writing, at any time during the probationary period without cause, and such dismissal or termination of employment shall be subject to appeal through the grievance procedure but shall not be subject to arbitration. The parties acknowledge that the probationary period affords the Employer an opportunity to assess the Employee and that a lesser standard will apply to the release of an Employee during the probationary period than that which applies to the discharge of an Employee who has attained seniority.

9.02 Orientation

- (a) The Employer shall provide a paid orientation period for all new Employees
- (b) A request for additional orientation shall not be unreasonably denied.

9.03 The Employer shall provide a performance appraisal of each probationary Employee at least once during her probationary period.

ARTICLE 10

SENIORITY

10.01 Seniority for all Employees shall be defined as the number of paid hours from the date of hire into a Full-time or Part-time position in the bargaining unit. All paid hour while in continuous service as a Casual and/or Temporary Employee shall be credited towards the seniority hours once a Full-time or Part-time position has been established.

10.02 Seniority shall be considered in determining:

- (a) preference of vacation time;
- (b) layoffs and recalls, subject to the provisions specified in Layoff and Recall Article;
- (c) promotions, transfers, and in filling all vacancies within the bargaining unit subject to the provisions specified in the Appointments, Vacancies and Promotions Article.

10.03 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.

- 10.04 Within two (2) months of the ratification of this Collective Agreement the Employer will post on the Bulletin Board with copies to the Union a seniority list containing the name, classification and seniority date of each Full-time and Part-time Employee in chronological order. The Employer will update the seniority list not less frequently than every twelve (12) months thereafter. Copies of said seniority list will be provided to the Union President following updating and when a layoff notice is provided.
- 10.05 The Union shall have one (1) month in which to take issue with the seniority list, otherwise the seniority list will be deemed to be correct.
- 10.06 Should a difference arise regarding an Employee's seniority, the Employer will provide the Employee with the information necessary to establish accurate seniority.

#### ARTICLE 11

##### LAYOFF/RECALL PROCEDURE

- 11.01 When, in the opinion of the Employer, it becomes necessary to displace an Employee, due to a reduction of the workforce or reduction in regularly scheduled hours of work of a regular Employee, the Employer will notify Employees and the Union President in writing who are to be laid off at least fourteen (14) calendar days prior to the date of the layoff, except that no notice is required where layoff results from emergency conditions or circumstances, including an act of god, fire, flood or a work stoppage by Employees not covered by this Collective Agreement.
- 11.02 In determining the order of layoff, the Employer shall lay off in reverse order of seniority by classification. In all instances, lay off is subject to the remaining Employees having the skills, training, qualifications, knowledge and ability to perform the assigned work satisfactorily.
- 11.03 No new full time or part time Employees will be hired while there are other Employees on layoff as long as laid off Employees have the skills, training, qualifications, knowledge and ability to perform the work required and are available to do so.
- 11.04 Employees affected by layoff shall make prior arrangements for payment of the full premium of any applicable benefit plans in accordance with the plan provider's policies for the period of three (3) months. Failure to make arrangements for payment will result in termination of all benefits.

11.05 Other than the continuance of certain benefits as may be arranged under Article 11.04 and the retention of seniority under Article 10, an Employee's right while on layoff shall be limited to the right to recall only as specified in Articles 11.07 and 11.08.

11.06 Employees on layoff are responsible for informing the Employer of any change in address or telephone number that may be used to contact them for recall.

11.07 When increasing the work force, recalls shall be carried out in order of seniority by classification provided the Employee being recalled has the skills, training, qualifications, knowledge and ability to perform the required work satisfactorily.

11.08 An Employee who has been reduced in regular hours of work through the application of this Article may indicate in writing at the first of each month, their availability to work casual shifts. Casual Shifts will be offered in order of seniority and availability to an Employee with the skills, training, qualifications, knowledge and ability to perform the work, up to her pre layoff hours of work. The obligation to offer casual shifts shall expire twelve (12) months from the date the Employee is reduced in hours or laid off.

11.09 Termination of Recall Rights

- (a) The employment of an Employee shall be considered terminated when the Employee does not accept recall, or has not changed her status to casual prior to the layoff end date, or has been on layoff for twelve (12) months without being recalled.
- (b) An Employee who changes her status to casual prior to the expiry of the twelve (12) month vesting period shall give up her right to recall.
- (c) Any casual hours worked by an Employee on layoff will not extend the twelve (12) month recall period.
- (d) Failure to comply with Article 11.06 may result in the termination of recall rights.

11.10 Severance

Commencing on the date of ratification of this agreement, in the event of layoff resulting in permanent reductions of regular Employees, severance pay shall be granted in accordance with the following severance schedule:

- Service between 3 months & 2 years - 1 weeks severance pay
- Service between 2 years & 4 years - 2 weeks severance pay
- Service between 4 years & 6 years - 4 weeks severance pay
- Service between 6 years & 8 years - 5 weeks severance pay
- Service between 8 years & 10 years - 7 weeks severance pay
- Service between 10 years & beyond - 10 weeks severance pay

11.11 Casual Employees and Temporary Employees

This Article shall have no application to Casual and Temporary Employees.

ARTICLE 12

IN-SERVICE PROGRAM

- 12.01
- (a) The parties to this collective 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. For the purpose of this Article, the term "in-service" includes: orientation, acquisition and maintenance of essential skills, and other programs, which may be offered by the employer.
  - (b) The employer reserves the right to identify specific in-service programs as being compulsory.
  - (c) Employees who, with the prior approval of their Supervisor, attend an in-service or development program shall not suffer a loss of pay for such attendance. An Employee, who is required to attend a training course or seminar, shall be paid at the applicable rate of pay for attendance at such a meeting.

ARTICLE 13

APPOINTMENTS, PROMOTIONS, TRANSFERS AND VACANCIES

- 13.01
- When a new position is created or when a vacancy occurs, which the Employer intends to fill, in any classification covered by this Collective Agreement such position or vacancy shall be posted for not less than five (5) calendar days in advance of making an appointment.
- (a) The posting shall contain the following information:
    - (i) qualifications and/or competencies required;
    - (ii) employment status (Full-Time, Part-Time, Temporary or Casual);
    - (iii) classification and hours bi-weekly;
    - (iv) range of rate of pay;
    - (v) if temporary, the anticipated duration of such position.
  - (b) All applications for job postings shall be made in writing to the contact person designated on the job posting.



- 13.02 (a) When filling vacancies, the determining factors shall be job related skills, qualifications, 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 consideration to applicants who are members of the bargaining unit before considering applicants from outside the bargaining unit.
- 13.03 When the posting process is completed and the position is awarded, notice of the award will be posted on the bulletin board.
- 13.04 A regular Employee who applies for and is successful on a term position shall maintain her status as a regular Employee. A casual Employee who applies for and is successful for a term position shall receive all entitlements and benefits applicable to a term Employee. At the completion of the term, the regular Employee shall return to her former position. At the completion of her term, the casual Employee shall resume the normal terms and conditions of employment applicable to a casual Employee.
- An Employee who is successful in a term job posting will not be allowed to apply for another term position, unless the position posted commences after the expiry of the current term.
- 13.05 The foregoing provisions shall be waived and inoperative when placement of an Employee in a job within the Bargaining Unit is effected to accommodate a request by the Workers' Compensation Board. When an accommodation is made pursuant to Clause 13.05 the Union will be notified in writing.

#### ARTICLE 14

##### HOURS OF WORK

- 14.01 It is understood and agreed that the work shall provide for continuous operation Monday through Sunday.
- 14.02 (a) The normal hours of work for Full-time Employees working seven point five hour (7.5) shifts shall be seventy five (75) hours over a period of fourteen (14) calendar days, unless the position necessitates an alteration which shall be subject to mutual agreement between the Employer and the Union. Unpaid meal periods shall be thirty (30) minutes. No split shifts shall be worked by any Employee, except by mutual agreement.

- (b) The normal hours of work for Full-time Employees working eight (8) hours shifts shall be eighty (80) hours over a period of fourteen (14) calendar days, unless the position necessitates an alteration which shall be subject to mutual agreement between the Employer and the Union. Unpaid meal periods shall be thirty (30) minutes. No split shifts shall be worked by any Employee, except by mutual agreement.
- (c) The normal hours of work for Full-time Employees working eleven point five (11.5) hour shifts shall be eighty point five (80.5) hours over a period of fourteen (14) calendar days unless the position necessitates an alteration, which shall be subject to mutual agreement between the Employer and the Union. Employees working eleven point five (11.5) hour shifts shall be entitled to one (1) unpaid meal periods of thirty (30) minutes. No split shifts shall be worked by any Employee except by mutual agreement.
- (d) The regular hours of work for Part-time and Casual Employees working seven point five hour (7.5) shifts shall be less than seventy- five (75) hours over a period of fourteen (14) calendar days and the daily hours of work shall be up to seven point five hour (7.5) hours, exclusive of meal periods.
- (e) The regular hours of work for Part-time and Casual Employees working eight hour (8) shifts shall be less than eighty (80) hours over a period of fourteen (14) calendar days and the daily hours of work shall be up to eight hour (8) hours, exclusive of meal periods.
- (f) The regular hours of work for Part-time and Casual Employees working eleven point five (11.5) hour shifts shall be less than eighty point five (80.5) hours over a period of fourteen (14) calendar days and the daily hours of work shall be up to eleven (11) hours and thirty (30) minutes, exclusive of meal periods.
- (g) All Employees working seven point five (7.5) hour shifts, eight (8) hour shifts or eleven point five (11.5) hour shifts shall be permitted one (1) fifteen (15) minute rest period during each period of three point seven- five (3.75) hours of work, the time of which may be scheduled by the Employer. The fifteen (15) minutes shall commence when an Employee leaves her place of work and the Employee shall be back at her place of work when the fifteen (15) minutes expire.
- (h) If an Employee is recalled from or required by the Employer to work through her meal or rest period, she shall receive a full meal period or rest period later in her shift. Where that is not possible, she shall receive pay at overtime rates for the full meal or rest period.
- (i) 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 her Basic Rate of Pay.

- 14.03 (a) Except in cases of emergency or by mutual agreement between the Union and the Employer, shift schedules for Employees working seven point five (7.5) or eight (8) hour shifts shall provide for:
- (i) at least twelve (12) hours off duty between shifts;
  - (ii) not more than six (6) consecutive scheduled days of work;
  - (iii) at least two (2) consecutive days of rest in a fourteen (14) calendar day period;
  - (iv) no shift shall be less than three (3) hours
- (b) Except by mutual agreement between the Employer and the Employee, an Employee working seven point five (7.5) or eight (8) hour shifts shall receive at least two (2) weekend off in five (5) averaged over one (1) complete cycle of the shift schedule. A weekend shall be a Saturday and a Sunday. Named Holidays shall not be used as days off for the purposes of this Article.
- (c) Except in cases of emergency or by mutual agreement between the Union and the Employer, shift schedules for Employees working eleven point five (11.5) hour shifts shall provide for:
- (i) at least eleven (11) hours and fifty-five (55) minutes off duty between shifts;
  - (ii) not more than four (4) consecutive scheduled days of work.
- (d) Except by mutual agreement between the Employer and the Union, an Employee working eleven point five (11.5) hour shifts shall receive at least one (1) weekend off in two (2) averaged over one (1) complete cycle of the shift schedule. A weekend shall be a Saturday and the following Sunday. Named Holidays shall not be used as days off for the purposes of this Article.
- 14.04 This Article shall not preclude the implementation of modified daily or bi-weekly hours of work by agreement between the Union, Employee and the Employer.
- 14.05 (a) Shift schedules shall be posted not less than twenty-eight (28) calendar days in advance. When the Employer initiates a change in the Employee's schedule with less than three (3) calendar days notice, the Employee shall be paid at one and one-half times (1 1/2X) for all hours worked on the first (1st) shift of the changed schedule.

(b) Employee requests for shift exchanges must be made in writing at least seven (7) calendar days in advance, except in extenuating circumstances. If the shift exchange results in less than seven (7) calendar days notice, the Employees affected will be paid their regular rate of pay for all hours worked.

14.06 The Employer will provide the Union with a copy of all posted work schedules upon request. Posted schedules will be retained by the Employer for no longer than sixty (60) days.

14.07 Any Employee who reports for work as requested or scheduled and is sent home for any reason other than disciplinary shall be paid for actual hours worked or three (3) hours, whichever is the greater, at the Employee's regular rate of pay.

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

14.09 (a) Except for Clauses 14.03(a)(i)(iii) and 14.03 (b), this Article shall apply to Casual Employees.

(b) Unless prescheduled, Clause 14.05(a) shall not apply to Casual Employees.

(c) This Article shall apply to Temporary Employees working in a part-time or full-time capacity.

14.10 Additional Casual Shifts

Part-time Employees wishing to work additional hours and who so indicate in writing on a monthly basis to the Employer shall be given preference and first opportunity to work any additional hours up to full time hours. Where more than one Part-time Employee has requested to work additional hours the hours will be offered to the Employee having the most seniority. If all available shifts are not filled then casual Employees may be assigned shifts as equitably as possible.

ARTICLE 15

OVERTIME

- 15.01 Overtime is all time authorized by the Employer and worked by an Employee:
- (a) in excess of seven point five (7.5) work hours per shift for Employees scheduled to work pursuant to 14.02 (a) or (d);
  - (b) in excess of seventy-five (75) work hours in a fourteen (14) calendar days period for Employees scheduled to work pursuant to 14.02 (a) or (d);
  - (c) in excess of eight (8) work hours per shift for Employees scheduled to work pursuant to 14.02 (b) or (e);
  - (d) in excess of eighty (80) work hours in a fourteen (14) calendar days period for Employees scheduled to work pursuant to 14.02 (b) or (e);
  - (e) in excess of eleven point five (11.5) work hours per shift for Employees scheduled to work pursuant to 14.02 (c) or (f);
  - (f) in excess of eighty point five (80.5) work hours in a fourteen (14) calendar days period for Employees scheduled to work pursuant to 14.02 (c) or (f).
- 15.02 The overtime rate of one point five times (1.5X) the applicable basic hourly rate shall be paid for all overtime worked.

ARTICLE 16

SALARIES

- 16.01 The Basic Rates of Pay as set out in the Salaries Schedule shall be applicable to all Employees covered by this Collective Agreement.
- 16.02 Wage rates are effective on the dates specified in the Salary Schedule.
- 16.03 Paydays shall be on a bi-weekly basis by direct deposit, in accordance with the Employer's established practice.
- 16.04 Subject to any other terms of this collective agreement providing for the withholding or delaying in granting an increment, an Employee's Basic Rate of Pay will be advanced to the next higher Basic Rate of Pay following;
- (a) Full-Time, Part-time, Temporary and Casual Employees shall be entitled to advance to the next higher Basic Rate of Pay upon the completion of each one thousand nine hundred and fifty (1950) paid hours exclusive of overtime.

(b) All hours accrued by an Employee shall be recorded on the bi weekly pay statement.

16.05 Provided that not more than two (2) years have elapsed since the experience was obtained, when an Employee has job specific experience or education, satisfactory to the Employer, her starting salary may be adjusted (increased) to recognize her previous experience or education. Upon providing satisfactory proof of job specific experience or education, an Employee will be advanced to the appropriate step effective the date of submission of proof.

16.06 Should the Employer issue an Employee an overpayment of wages and/or entitlements, then the Employer may make the necessary monetary or entitlement adjustments and take such internal administrative action as is necessary to correct such errors providing such corrective action is taken within six months of the overpayment. The Employer shall notify the Employee in writing that an overpayment has been made and discuss repayment options. By mutual agreement between the Employer and the Employee, repayment arrangements shall be made. In the event mutual agreement cannot be reached, the Employer shall recover the overpayment by deducting up to ten percent (10%) of the Employee's gross earnings per pay period.

## ARTICLE 17

### PREMIUM PAY AND ALLOWANCES

17.01 Shift Differential for LPN, HCA & Activity Aide (Effective date of ratification)

(a) A shift differential of one dollar (\$1.00) per hour will be paid to an Employee for all hours worked between fifteen hundred (1500) hours to twenty three hundred (2300) hours.

(b) A shift differential of one dollar and fifty cents (\$1.50) per hour will be paid for all hours worked between twenty three hundred (2300) hours and zero seven hundred (0700) hours.

17.02 Shift Differential for LPN, HCA & Activity Aide (Effective Nov 1, 2014)

(a) A shift differential of one dollar and seventy-five cents (\$1.75) per hour will be paid to an Employee for all hours worked between fifteen hundred (1500) hours to twenty three hundred (2300) hours.

(b) A shift differential of two dollars (\$2.00) per hour will be paid for all hours worked between twenty three hundred (2300) hours and zero seven hundred (0700) hours.

17.03 Shift Differential for LPN, HCA & Activity Aide (Effective Nov 1, 2015)

- (a) A shift differential of two dollars (\$2.00) per hour will be paid to an Employee for all hours worked between fifteen hundred (1500) hours to twenty three hundred (2300) hours.
- (b) A shift differential of two dollars and fifty cents (\$2.50) per hour will be paid for all hours worked between twenty three hundred (2300) hours and zero seven hundred (0700) hours.

17.04 Shift Differential for All other Classifications (Effective date of ratification)

- (a) A shift differential of one dollar (\$1.00) per hour will be paid to an Employee for all hours worked between fifteen hundred (1500) hours and zero seven hundred (0700) hours.
- (b) Effective Nov 1, 2014 a shift differential of one dollar and twenty-five cents (\$1.25) per hour will be paid to an Employee for all hours worked between fifteen hundred (1500) hours and zero seven hundred (0700) hours.
- (c) Effective Nov 1, 2015 a shift differential of one dollar and fifty cents (\$1.50) per hour will be paid to an Employee for all hours worked between fifteen hundred (1500) hours and zero seven hundred (0700) hours.

17.05 To be eligible for payment of shift differential, an Employee must work at least thirty(30) minutes between fifteen hundred (1500) hours to zero seven hundred (0700) hours.

17.06 Weekend Premium (Effective date of ratification)

- (a) An Employee shall be paid, in addition to her Basic Rate of Pay and any shift differential to which she may be entitled, a weekend differential of one dollar and twenty-five cents (\$1.25) per hour for all hours worked between fifteen hundred (1500) hours Friday and zero seven hundred (0700) hours Monday.
- (b) Effective Nov 1, 2014 an Employee shall be paid, in addition to her Basic Rate of Pay and any shift differential to which she may be entitled, a weekend differential of one dollar and fifty cents (\$1.50) per hour for all hours worked between fifteen hundred (1500) hours Friday and zero seven hundred (0700) hours Monday.

(c) Effective Nov 1, 2015 an Employee shall be paid, in addition to her Basic Rate of Pay and any shift differential to which she may be entitled, a weekend differential of one dollars and seventy-five cents (\$1.75) per hour for all hours worked between fifteen hundred (1500) hours Friday and zero seven hundred (0700) hours Monday.

17.07 All premiums payable under this Article shall not be considered as part of the Employee's Basic Rate of Pay.

17.08 Where, applicable, an Employee shall be eligible to receive both Shift Differential and Weekend Premium.

17.09 Employees who are scheduled to work only hours that fall between 1500 hours Friday and 0700 hours on Monday will not be eligible for weekend premium.

17.10 Responsibility Pay (Effective date of ratification)

Where the Employer designates a Licensed Practical Nurse to assume responsibility in the absence of the Manager, she shall be paid an additional one dollar and seventy-five (\$1.75) cents per hour.

## ARTICLE 18

### NAMED HOLIDAYS

18.01 (a) The following are considered Named Holidays:

New Years' Day	Labour Day
Family Day	Thanksgiving Day
Good Friday	Remembrance Day
Victoria Day	Christmas Day
Canada Day	Boxing Day
August Civic Day	

and all general holidays proclaimed by the municipality or the Government of Alberta or Canada.

18.02 Qualifying for Named Holiday Pay

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

(a) Work her scheduled shift immediately prior to and immediately following the holiday except where the Employee is absent due to illness or other reasons acceptable to the Employer.

(b) Work on a Named Holiday when scheduled except where the Employee is absent due to illness or other reasons acceptable to the Employer.



18.03 Named Holiday Pay

An Employee obliged to work on a Named Holiday shall be paid for all hours worked on the Named Holiday at one and one-half times (1 1/2X) her Basic Rate of Pay, plus;

- (a) an alternate day off with pay at a mutually agreed time; or
- (b) by mutual agreement, the Employee may receive payment for such day at her Basic Rate of Pay.

18.04 Named Holiday While on Vacation

When a Named Holiday falls during an Employee's annual vacation, such holiday may, by mutual agreement, be added to the vacation period, or the alternate day off shall be dealt with as set out in Clause 18.03.

18.05 Named Holiday on Day Off

When a Named Holiday falls on a day that would otherwise be an Employee's regularly scheduled day of rest, the Employee shall receive an alternate day off as outlined in Clause 18.03.

18.06 Part-Time, Temporary and Casual Employees

- (a) On each pay period, Part-time, Temporary and Casual Employees shall be paid, in addition to their earnings, four point two percent (4.2%) of their earnings in lieu of Named Holiday benefits.
- (b) Part-time, Temporary and Casual Employees who are required to work on a Named Holiday shall be paid at one and one-half times (1 1/2X) for all hours worked on the Named Holiday.

18.07 All attempts will be made to ensure that if a person worked Christmas day, they will have New Years day off. All attempts will be made to alternate Christmas day and New Years day from year to year. The Employer will endeavor to accommodate all requests in a fair and equitable manner.

ARTICLE 19

ANNUAL VACATION

19.01 Definition

For the purpose of this Article:

- (a) "Vacation" means annual vacation with pay.
- (b) "Vacation Year" means the twelve (12) month period commencing on the first day of July in each calendar year and concluding on the last day of June of the same calendar year.
- (c) Employees will commence earning vacation entitlement upon the date of commencement of employment.

19.02 Vacation Entitlement

- (a) During each year of continuous service in the employ of the Employer, a Full Time Employee shall earn entitlement to a vacation with pay to be taken in the next following vacation year and the rate of earning entitlement shall be as follows:
  - (i) during the first (1<sup>st</sup>) and second (2<sup>nd</sup>) years of such employment an Employee earns a vacation at the rate of ten (10) working days or four percent (4%); and
  - (ii) during the third (3<sup>rd</sup>) to sixth (6<sup>th</sup>) years of employment, an Employee earns a vacation at the rate of fifteen (15) working days or six percent (6%); and
  - (iii) during the seventh (7<sup>th</sup>) to thirteenth (13<sup>th</sup>) year of employment, an Employee earns a vacation at the rate of twenty (20) working days or eight percent (8%); and
  - (iv) during the fourteenth (14<sup>th</sup>) and subsequent years of employment, an Employee earns a vacation at the rate of twenty-five (25) working days or ten percent (10%).

(b) Employee with less than a year of service

An Employee who has less than one (1) year of service prior to the first (1st) day of July in any one (1) year shall be entitled to a vacation calculated on the number of months from the date of employment in proportion to which the number of months of the Employee's service bears to twelve (12) months.

(c) Vacation Earning

The Employer shall provide to each Employee a bi-weekly report of his or her vacation accrual in hours.

19.03 Notwithstanding Article 19.02, vacation with pay shall not accrue during periods while:

- (i) on layoff; and
- (ii) in receipt of compensation from the Workers' Compensation Board; and
- (iii) on leave of absence without pay in excess of fifteen (15) calendar days for any reason.

19.04 Time of Vacation

All vacation shall be taken at a mutually agreeable time. The Employer shall post the vacation schedule planner for each classification from March 1st to March 30th of each year. Where an Employee submits her vacation preference by March 30th of that year, approval shall be granted in writing, subject to operational requirements, by order of seniority by April 30th of the same year. Seniority within each classification shall be the determining factor when there is a dispute regarding preference for the time that vacation is to be taken.

When an Employee submits a request in writing after April 30 for vacation, the Employer shall indicate approval or disapproval in writing of the vacation request within fourteen (14) days of the request.

An Employee who does not select vacation on the schedule planner may take vacation at a time approved by the Employer and not in conflict with the Employees who have selected on the vacation planner.

19.05 Once vacations are authorized by the Employer they shall not be changed except in cases of emergency or by mutual agreement between the Employer and the Employee.

19.06 Vacation Entitlement for Part-Time Employees

Part-time Employees shall earn vacation with pay calculated in hours in accordance with the following formula:

$$\begin{array}{l} \text{Hours worked as a} \\ \text{Part-Time Employee} \end{array} \times \begin{array}{l} \text{The applicable \% as} \\ \text{outlined in Article} \\ \text{19.02} \end{array} = \begin{array}{l} \text{Number of hours} \\ \text{of paid vacation} \\ \text{time to be taken} \end{array}$$

19.07 All Employees other than Full-time and Part-time Employees shall be paid the appropriate percentage of gross earnings in accordance with Article 19.02 on each pay period.

ARTICLE 20

HEALTH BENEFITS

20.01 Benefit Eligibility

All Full-time and Part-time Employees who are regularly scheduled to work twenty (20) hours or more per week averaged over a shift schedule will be eligible to participate in Health Benefit plans.

20.02 Health Benefit Plans

The Employer shall within ninety (90) calendar days of ratification of the collective agreement contract for and implement the following group plans for coverage of all eligible Employees and where applicable their dependents.

- (a) (i) An Extended Health Benefit Plan including a Prescription Drug plan that provides a direct payment card for eighty percent (80%) of eligible expenses up to the established maximums provided for within the benefit carrier contract; and
- (ii) Paramedical coverage of three hundred (\$300.00) dollars for services of practitioners licensed as psychologist, speech therapist, osteopaths, chiropractors, naturopaths, acupuncturist, podiatrists, massage therapist, physiotherapist in any benefit year. A fifty-dollar (\$50.00) per visit maximum claim shall apply.
- (b) A Dental Plan that provides eighty percent (80%) reimbursement of eligible basic services to a maximum of fifteen hundred dollars \$1500.00 per benefit year, fifty percent (50%) reimbursement of eligible extensive services to a maximum of fifteen hundred dollars \$1500.00 per benefit year; and fifty percent (50%) reimbursement of eligible orthodontic services up to a maximums of one fifteen hundred dollars (\$1500.00) life time. Reimbursement will be base on the insurers current dental fee guide.

- (c) A Group Insurance Plan, inclusive of:
  - (i) Basic Life Insurance of one times (1X) annual salary to a maximum of \$50,000.00
  - (ii) Basic Accidental Death and Dismemberment Insurance

20.03 Plan Information

The implementation and operation of the Benefit Plan referred to in this article shall, at all times, be subject to and governed by the terms and conditions outlined in the Benefit Plan Information Brochures and the terms and conditions of the policies or contracts entered into with the benefit carriers. Each Employee on the plan shall be provided with one (1) copy of the benefit plan brochure.

The Union shall be provided with a copy of policies of the benefit provided and a copy of the benefit plan contract.

20.04 Benefit Plan Premiums

The cost sharing shall be based on the Employer's contribution being fifty percent (50%) and the Employee's contribution being fifty percent (50%).

20.05 The Employer shall advise Employees and the Union of all rate changes pursuant to Article 20.

20.06 Temporary Employees in a temporary position of six (6) months or longer are entitled to the provisions of this Article. This Article shall not apply to Casual Employees.

ARTICLE 21

LEAVE OF ABSENCE

21.01 General Conditions

- (a) Requests for a leave of absence, without pay or benefits of Employer contributions will, where possible, be made in writing to the proper officer of the Employer four (4) weeks in advance, except that in extenuating circumstances the time factor may be waived or reduced. Recognizing that the primary commitment of the Employee is to the Employer, the granting of leaves of absence is subject to the approval of the Administrator or designate. Except in exceptional circumstances the Administrator or designate will reply in writing to a request for leave of absence within fourteen (14) days of receipt of the request.
- (b) A leave of absence without pay shall be granted to an Employee in the case of serious illness or accident to the Employee's immediate family.

- (c) Sick leave entitlement, vacation entitlement and credit towards increments do not accrue during any leave of absence without pay in excess of fifteen (15) calendar days.
- (d) During leaves of absence without pay of longer than fourteen (14) calendar days, subject to approval by the Insurer(s), Employees may elect to maintain coverage of contributory plans specified in Article 20 for a maximum of ninety (90) calendar days. In cases of Maternity, Parental/Adoption or WCB leaves Employees may elect to maintain coverage of contributory plans specified in Article 20 for the duration of the leave. Employee shall make prior arrangements to pay full premium costs in a lump sum or on a monthly basis. A failure to remit the payment required above will result in cancellation of benefits.
- (e) Employees shall not be entitled to Named Holidays with pay, which may fall during a period of leave of absence without pay.
- (f) An Employee who has been granted leave of absence and overstates the leave without permission of the Administrator or designate, shall automatically terminate her position, except in cases of extenuating circumstances acceptable to the Employer.

## 21.02

### Maternity Leave

A pregnant Employee who has been employed for at least fifty-two (52) consecutive weeks is entitled to maternity leave without pay. Maternity leave is a maximum of fifteen (15) weeks.

Maternity leave may commence up to twelve (12) weeks prior to the estimated delivery date, but no later than the date of birth. The Employee will give six (6) weeks' written notice of the commencement of the leave, unless circumstances do not permit, in which case the Employee will give the maximum possible notice.

If during the twelve (12) week period immediately preceding the estimated date of delivery the pregnancy interferes with the performance of the Employee's duties the Employer may, by notice in writing to the Employee, require the Employee to commence maternity leave.

For the period of maternity leave during which the mother's physician certifies that she is unable to work due to medical reasons, the mother shall be entitled to access sick leave benefits in the same fashion as an Employee absent due to illness.

21.03

Parental or Adoption Leave

An Employee who has been employed for at least fifty-two (52) consecutive weeks is entitled to parental leave without pay as follows:

- (i) in the case of an Employee who has taken maternity leave, a maximum of thirty-seven (37) weeks commencing immediately following the last day of her maternity leave,
- (ii) in the case of a parent who has not taken maternity leave, a maximum of thirty-seven (37) weeks during the fifty-two (52) weeks after the child's birth, or
- (iii) in the case of an adoptive parent, a maximum of thirty-seven (37) weeks during the fifty-two (52) weeks after the child is placed with the adoptive parent for the purposes of adoption.

If both parents are Employees, parental leave may be shared between them or wholly taken by one parent. If the parents intend to share the parental leave, they must so advise the employer at least six (6) weeks in advance of the leave. Only one parent may take parental leave at a time and the maximum combined parental leave of both parents is thirty-seven (37) weeks.

An Employee must give at least six (6) weeks' notice of the commencement date of parental leave. In extenuating or unforeseen circumstances where such notice cannot be provided, the Employer will accommodate the request for leave.

21.04

Court Appearance

An Employee required to serve jury duty or who is subpoenaed to appear in a Canadian Court, provided such court action is not occasioned by the Employee's private affairs, shall be granted leave of absence without loss of pay equal to the length of the court duty. An Employee in receipt of his/her regular earnings while serving at court shall remit within fourteen (14) days, to the Employer all monies paid to them by the courts, except traveling and meal allowances not reimbursed by the Employer.

The Employee is to notify the Administrator as soon as possible after receipt of notice of selection for jury duty or any subpoena, which requires the Employees appearance in court. The Administrator may request an Employee provide documentation to substantiate the leave.

21.05

Bereavement Leave

- (a) Effective upon written notice of ratification of the agreement by the parties, in the event of a death of an immediate family member as defined below, an Employee shall be entitled to receive three (3) consecutive work days bereavement leave without loss of pay for regularly scheduled shifts lost from work during the period of mourning.

For the purpose of this Article Immediate Family means: spouse [same or opposite gender including common-law that has co-habitated with the Employee for at least one (1) year, child, parent [including step-parent], siblings [including step-brother or sister], current in-law relationships [including mother, father, brother, sister, son or daughter], grandparents and grandchildren.

- (b) In the event of a death of another relative, the Employer may grant up to one (1) working day off with pay to attend the funeral services.
- (c) Bereavement leave may be extended by up to two (2) days if travel in excess of five hundred (500) kilometers one (1) way from the Employee's residence is necessary.

ARTICLE 22

SICK LEAVE

22.01

Sick Leave is a form of insurance provided by the Employer for the purpose of maintaining regular earnings during absences due to: illness, quarantine by a Medical Officer of Health, or because of an accident for which compensation is not payable under the *Workers' Compensation Act*.

22.02

- (a) Effective upon ratification Sick Leave credits for Full-time Employees shall be earned and computed at the rate of one (1) working day for each full month of employment up to a maximum credit of six (6) days.
- (b) Effective Nov 1, 2014 Sick Leave credits for Full-time Employees shall be earned and computed at the rate of one (1) working day for each full month of employment up to a maximum credit of eight (8) days.
- (c) Effective Nov 1, 2015 Sick Leave credits for Full-time Employees shall be earned and computed at the rate of one (1) working day for each full month of employment up to a maximum credit of ten (10) days.
- (d) When an Employee has accrued the maximum sick leave credits the Employee shall no longer accrue sick leave credits until such time as the Employee's total accumulation is reduced below the maximum. At that time the Employee shall recommence accumulating sick leave credits.



- (e) After an Employee has completed the probationary period, the Employee shall be allowed a credit for sick leave from the date of employment provided however, that the Employee shall not be entitled to apply sick leave credits to the completion of the probationary period.
- (f) For the purpose of computing sick leave accumulation, the following shall be counted as working days:
  - (i) days of work;
  - (ii) days on which the Employee is on vacation;
  - (iii) days on which the Employee is on leave of absence with pay pursuant to the terms of this Collective Agreement;
  - (iv) days on which the Employee is on a leave of absence without pay pursuant to the terms of this Collective Agreement not in excess of fourteen (14) days;
  - (v) the first fourteen (14) days on which an Employee is on paid sick leave or WCB.
- (g) For Part-time Employees, the sick leave entitlement under Article 22.02(a), (b) and (c) shall be pro-rated in accordance with their Full Time Equivalence (FTE).

22.03 Employees reporting sick shall do so to the Employer as soon as possible and at least two (2) hours prior to the start of her shift in order that a replacement may be arranged for or duties redistributed. Failing to do so, the Employee shall be considered absent without leave and the Employer may make a deduction in pay for the time that expires between the time the Employee should have reported for work and the time at which the Employee reported sick.

22.04 Subject to Article 22.01, 22.02 and 22.03 above, an Employee granted sick leave shall be paid, at her Basic Rate of Pay for regularly scheduled shifts absent due to illness, and the number of hours thus paid shall be deducted from her accumulated sick leave credits up to the total amount of her accumulated credits at the time the sick leave commenced.

22.05 Proof of Illness

- (a) Employees may be required to submit satisfactory proof of illness, non-occupational accident, quarantine or attendance of a medical or dental appointment. If the request for illness leave exceeds three (3) working days Employees shall be required to provide a medical certificate.
- (b) No Employee shall have her services terminated or be disciplined solely by virtue of using or having exhausted her sick leave credits.

- 22.06 An Employee may require a short period of absence from work with pay to attend to medical/dental appointments, which cannot be undertaken after working hours. Such hours shall be deducted from the Employee's accumulated sick leave credits. The Employer may require proof of attendance at such appointment. The Employer will reimburse an Employee for any costs associated with obtaining such proof.
- 22.07 (a) No sick leave shall be granted for any illness which is incurred once an Employee commences her vacation; in this event, the Employee will be receiving vacation pay.
- (b) Sick leave shall be granted:
- (i) if an Employee becomes ill during her vacation period as stated in Article 22.07 above, only after the expiry of the Employee's vacation and provided the illness continues beyond the vacation;
- (ii) for the period of sick time falling within a scheduled vacation period provided that the Employee becomes ill prior to the commencement of the scheduled vacation. If the Employee so wishes the number of sick days paid within the scheduled vacation period shall be considered as vacation days not taken and may be rescheduled to a later date.
- (c) Notwithstanding the provisions of Article 22.07, should an Employee be admitted to the hospital on an "in-patient" or "out-patient" basis during the course of her vacation, she shall be considered as being on sick leave for the period of hospitalization and subsequent period of recovery, provided she notifies her Employer upon return from vacation and provides satisfactory proof of her hospitalization. Vacation time not taken as a result of such stay in hospital shall be rescheduled to a mutually agreeable time.
- "Outpatient" shall mean an Employee who is undergoing scheduled hospital treatments as a result of illness or injury occurring during their vacation period.
- 22.08 The Employer will advise an Employee of her accumulated sick leave credits on the bi weekly pay statement.
- 22.09 An Employee who has exhausted her sick leave credits during the course of an illness, and the illness continues, shall be deemed to be on leave of absence without pay or benefits except as provided in Article 21.01(d), for the duration of the illness or as provided below, whichever first occurs. The Employee shall keep the Employer advised as to when she shall be expected back to work and shall provide the Employer with twenty-eight (28) days written notice of readiness to return to work and:

- (a) if the Employee is capable of performing the duties of her former position she shall be reinstated by the Employer in the same position which she held immediately prior to her disability at not less than the same increment in the salary schedule and other benefits that accrued to her prior to her disability.

22.10 Temporary Employees are not eligible for sick leave benefits, unless employed in a temporary capacity with an anticipated end date of six (6) months or longer. Casual Employees are not entitled to sick leave.

### ARTICLE 23

#### WORKERS' COMPENSATION

23.01 An Employee who is incapacitated and unable to work, as a result of an accident sustained while on duty in the service of the Employer within the meaning of the Workers Compensation Act, shall receive compensation benefits directly from the Workers Compensation Board.

23.02 An Employee receiving compensation benefits under Article 23.01 shall be deemed on Workers Compensation leave and shall:

- (a) remain in the continuous service of the Employer;
- (b) cease to accrue sick leave and vacation credits;
- (c) not be entitled to Named Holidays with pay falling within the period of Workers Compensation leave.
- (d) Employees shall prepay their share of benefit premiums to the Employer on a monthly basis in order to continue their coverage.

23.03 An Employee on Workers Compensation 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 work. The Employer may accommodate return to work sooner than fourteen (14) days where agreeable between the Employer and the Employee. Such advance notice shall not be required in the case of short-term absence on Workers Compensation, i.e. where the expected duration of the disability at the time of onset was less than twenty-eight (28) calendar days. The Employer shall then reinstate the Employee in the same position held by her immediately prior to the disability with benefits that accrued to her prior to the disability.

23.04 The reinstatement of an Employee in accordance with this Article shall not be construed as being in violation of the posting procedures.

23.05 The Employee shall keep the employer informed of the progress of her condition on a regular basis.

ARTICLE 24

TEMPORARY EMPLOYEES

24.01 A Temporary Employee shall be covered by the terms of this Collective Agreement with the exception of:

- (a) Article 20 Employee Benefit Plans
- (b) Article 11 Layoff/Recall Procedure
- (c) Article 27 Discipline and Dismissal

that are superseded and replaced by the following:

- 24.02
- (a) A Temporary Employee shall not have the right to grieve the termination of the term position.
  - (b) The Employer shall provide at least seven (7) calendar day's written notice of termination of her term position.
  - (c) After completion of six (6) months continuous employment a Temporary Employee whose average weekly hours exceed fifteen (15) hours per week, may apply for the Employee Benefit Plans.

ARTICLE 25

JOB CLASSIFICATION

25.01 Job Description

An Employee may request from the Employer a copy of the job description for her position.

25.02 New Classification

Should the Employer introduce a new classification, the Employer and the Union shall, within twenty-eight (28) calendar days of the introduction of the new classification, negotiate a wage rate. Should an agreement not be negotiated in this period, the wage rate proposed by the Employer shall be implemented and if the rate of pay is unacceptable to the Union, the Union shall have fourteen (14) days from the date of implementation to refer the matter in writing to arbitration in accordance with Article 28 of the Collective Agreement.

25.03 Change to Existing Classification Criteria

- (a) Where the primary function or qualifications of a position in any classification covered by this Collective Agreement, are significantly changed the Employee and the Union shall receive twenty-eight (28) calendar days notice.
- (b) Where the Employer increases the qualifications of a position or classification, the Employer shall provide the incumbent(s) with a reasonable period of time to obtain the required qualifications.

ARTICLE 26

PERFORMANCE APPRAISALS

- 26.01 (a) Full-time and Part-time Employees shall receive a written performance appraisal on a regular basis in accordance with the policy of the Employer.
  - (b) Meetings for the purpose of the performance appraisal interview shall be scheduled by the Employer. At the interview the Employee shall be given a copy of her performance appraisal document. The Employee shall sign her performance appraisal for the sole purpose of indicating that she is aware of their performance appraisal, and shall have the right to respond in writing within ten (10) calendar days of the interview and that reply shall be placed in her personnel file.
- 26.02 An Employee's performance appraisal shall not be released by the Employer to any person except to a Board of Arbitration, or as required by law, without the written consent of the Employee.

ARTICLE 27

DISCIPLINE AND DISMISSAL

- 27.01 No Employee shall be disciplined or dismissed without just cause. This does not prevent immediate discipline or dismissal for just cause or the dismissal of an Employee serving a probation period.
- 27.02 The Employer will schedule a disciplinary discussion or investigation with an Employee, where such investigation is under the discretionary control of the Employer, by giving reasonable advance notice. At such discussion or investigation, an Employee has the right be accompanied by a Union Steward or Union Representative, at the request of the Employee.

- 27.03 In the event an Employee is given a written warning, it shall be within ten (10) calendar days of the date the Employer concludes their investigation. A written warning that is grieved and determined to be unjustified shall be removed from the Employee's record.
- 27.04 In the event an Employee is suspended or dismissed, the Employer shall provide written reasons for the suspension or dismissal to the Employee. The action of suspension or dismissal shall be within ten (10) calendar days of the date that the Employer concludes their investigation. When action involves a suspension, the notice shall specify the time period of the suspension.
- 27.05 By an appointment made at least three (3) calendar days in advance, an Employee and/or their Union representative, shall have access to their personnel records during the grievance process or at least once per year, in the presence of the Administrator or her designate.
- 27.06 An Employee who has been subject to disciplinary action may, after thirty-six (36) months of continuous service from the date the disciplinary measure was invoked, request in writing that her personnel file be cleared of any record of the disciplinary action. Such request shall be granted provided the Employee's file does not contain any further record of disciplinary action, during the thirty-six (36) month period, of which the Employee is aware. The Employer will confirm in writing to the Employee that such action has been effected.
- 27.07 In the event an Employee is reported to her licensing body by the Employer, the Employee shall be so advised and be provided with a copy of any documentation provided to the licensing body.
- 27.08 An Employee absent for three (3) consecutive work days without notifying the Employer, shall be considered to have vacated her position and shall be considered terminated for cause, except where the Employee subsequently provides reasons acceptable to the Employer.

## ARTICLE 28

### GRIEVANCE PROCEDURE

#### 28.01 Grievance Definitions

A grievance shall be defined as any difference arising out of an interpretation, application, administration or alleged violation of this Collective Agreement. A grievance shall be categorized as follows:

- (a) an individual grievance is a dispute affecting one (1) Employee. Such grievance shall be initiated at Step 1 of the grievance procedure as outlined in Article 28.05 except in cases of suspension or dismissal which will commence at Step 2; or

- (b) a group grievance is a dispute affecting two (2) or more Employees. Such grievance shall be initiated at Step 2 and processed there from in the same manner as an individual grievance as outlined in Article 28.05. A group grievance shall list all Employees affected by the grievance and the results of such grievance shall apply, proportionately if applicable, to all Employees listed on the original grievance; or
- (c) a policy grievance is a dispute between the Parties which, due to its nature, is not properly the subject of an individual or group grievance. Such grievance shall be initiated, in writing, within fifteen (15) days of the date the aggrieved Party first became aware of or reasonably should have become aware of the event leading to the grievance. If the policy grievance is a Union grievance, it shall commence at Step 3. If the policy grievance is an Employer grievance, it shall be directed to the Union President and the President shall render a written reply within five (5) days of receipt. Upon receipt of response or failure to reply, the Employer may advance the grievance to arbitration. Notwithstanding Article 28.01(a), (b) and (c) and Article 28.05 the parties may mutually agree to advance the grievance to a subsequent step in the grievance process.

In the event any management officers as named in the grievance steps are one and the same, the subsequent steps will be deemed to have been complied with.

## 28.02

### Authorized Representatives

An Employee may be assisted and represented by a Union Steward or Union Representative when presenting a grievance.

The Employer agrees that the Union Steward shall not be hindered, coerced or interfered with in any way in the performance of their functions while investigating disputes and presenting adjustments as provided in this Article. However, no representative shall leave her work without obtaining consent from the Administrator, which shall not be unreasonably withheld. The Union Steward shall not suffer any loss of pay for time spent to a maximum of one (1) hour in the performance of her duties involving a grievance provided that the representative does not leave the Employer's premises. Overtime rates shall not apply to any time spent by the Union Steward as contemplated in this Article.

## 28.03

### Communication

- (a) Any notice or advice which the Employer or members of its administrative staff are required to give to the Union in respect of any matter referred to in this Article shall be sufficient if delivered to the President of AUPE.

- (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 the Administrator or her designated alternate. Policy Grievances shall be submitted directly to the Chief Executive Office or his designate.
- (c) The hearing of grievances at any stage of the grievance procedure will be held during the normal working day.

28.04

Time Periods

- (a) For the purpose of this Article, periods of time referred to in days shall be deemed to mean such periods of time calculated as consecutive calendar days exclusive of Saturdays, Sundays, and Named Holidays which are specified in Article 18.
- (b) Should the Employee or the Union fail to comply with any time limit in this Article, the grievance will be considered to be abandoned, unless the parties have mutually agreed in writing to extend the time limits.
- (c) Should the Employer fail to comply with any time limits in this Article, the grievance shall automatically move to the next step on the day following the expiry of the particular time limit unless the parties have mutually agreed in writing to extend the time limits.
- (d) During any and all grievance proceedings, the Employee shall continue to perform her duties, except in cases of suspension or dismissal.
- (e) A suspension or dismissal grievance shall commence at Step II.

28.05

Steps of the Grievance Procedure involving disputes between the Employer and the Employee:

**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 may discuss the matter with her Immediate Supervisor or designate, who is not within the scope of this Collective Agreement with a view to resolving it within ten (10) days of the occurrence of the act causing the grievance or within ten (10) days of the time when the Employee first became aware that a grievance had allegedly occurred. If the dispute is not resolved satisfactorily, it may then be advanced to Step 2.



## **Step 2**

A grievance shall be submitted, in writing, to the Administrator 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 occurrence of the act causing the grievance or within ten (10) days of the time when the Employee first became aware that a grievance had allegedly occurred. The Administrator or designate shall meet with the grievor and Union Steward or Union Representative 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.

## **Step 3**

If the grievance is not resolved under Step 2, the Union may, within ten (10) days of the receipt of the written decision of the Administrator or designate, submit the grievance in writing to the Chief Executive Officer or designate, specifying the nature of the grievance/s and the redress sought, who, in conjunction with the Administrator shall meet, including by way of teleconference with the grievor and the Union Steward or Union Representative and shall render a decision in writing to the Union within ten (10) days of the meeting.

## **Mediation**

A grievance not resolved at Step 3 may be referred to Mediation if both the Union and the Employer agree to do so. A grievance not resolved at Mediation may be referred to Arbitration by one party giving written notice to the other within ten (10) days of the Mediation being concluded.

Each of the Parties to this Collective Agreement shall bear the expenses of the Mediator equally.

## **Step 4 - Arbitration**

Either of the Parties within ten (10) days of the Employer's reply at Step 3, may submit a grievance to arbitration and shall notify the other Party in writing of its intention to do so; and

- (a) name its appointee to the Arbitration Board; or
- (b) state its desire to meet to consider the appointment of a single arbitrator.

Within ten (10) days after receipt of notification, the Party receiving such notice shall:

- (c) inform the other Party of the name of its appointee to an Arbitration Board, or

- (d) arrange to meet with the other Party in an effort to select a single arbitrator. Where agreement cannot be reached on the principle and/or selection of a single arbitrator, an Arbitration Board shall be established.

Where appointees to a Board have been named by the Parties, they shall, within ten (10) days, endeavor to select a mutually acceptable Chairperson for the Arbitration Board. If they are unable to agree upon the choice of a Chairperson they shall immediately request the Minister of Labour of the Province of Alberta to appoint a Chairperson.

After a single arbitrator has been selected or the Arbitration Board has been formed in accordance with the above procedure, they shall hear such evidence as the Parties may desire to present, assure a full, fair hearing, and shall render the decision, in writing, to the Parties within fourteen (14) days after the completion of the hearing.

The decision of a majority of the Board of Arbitration, or if there is no majority, the decision of the Chairperson, shall be the decision of the Board. The decision of a Board of Arbitration or the decision of a single arbitrator shall be final and binding on the Parties.

The Arbitration decision shall be governed by the terms of this Collective Agreement and shall not alter, amend, or change the terms of this Collective Agreement.

Each of the Parties to this Collective Agreement shall bear the expenses of its appointee to an Arbitration Board. The fees and expenses of the Chairperson or single arbitrator shall be borne equally by the two Parties to the dispute.

Any time limits herein contained in arbitration proceedings may be extended if mutually agreed to in writing by the Parties.

## ARTICLE 29

### OCCUPATIONAL HEALTH AND SAFETY

- 29.01 The Employer agrees to abide by the terms of the Occupational Health and Safety Act.
- 29.02 The Employer, the Employees and the Union will cooperate to the fullest extent in the matter of occupational health, safety, security and accident prevention and the Employer agrees to provide safety equipment when required and to install devices where necessary.
- (a) Identify situations that may be unhealthy or unsafe in respect of the worksite and make appropriate recommendations.

- (b) Assist in the development and promotion of measures to protect the health of Employees in the facility and to check the effectiveness of such measures.
- (c) Pursuant to the Occupational Health & Safety Act of Alberta, the Employer shall maintain regular Occupational Health and Safety meetings at the facility with up to three (3) representatives from the bargaining unit in attendance. An Employee shall be paid her basic rate of pay for attendance at these safety meetings.

29.03 An Employee's rights shall be respected in accordance with the Occupational Health and Safety Act.

### ARTICLE 30

#### BULLETIN BOARD SPACE

30.01 The Employer shall provide a bulletin board to be placed in the staff rooms at Country Lodge and Sunset Manor upon which designated space shall be provided where the Union may be permitted to post notices of meetings and other such notices, which may be of interest to Employees. It is not the intention of the Union to post anything objectionable to the Employer. Content to be placed on the board shall be approved by the Employer prior to being posted. The Employer shall provide a response for a request to post a notice within 24 hours of receipt of the request.

### ARTICLE 31

#### RESIGNATION

31.01 An Employee shall provide to the Employer fourteen (14) calendar days' notice of her desire to resign from her employment.

31.02 If the required notice of resignation is given, an Employee who voluntarily leaves the employ of the Employer shall receive the wages and vacation pay to which she is entitled on the next pay day following the day on which she terminates her employment.

# SALARY SCHEDULE

Work Code	Description	Current Rates	DOR (2.5%)	Nov 1 2014 (2.5%)	Nov 1 2015 (3%)
ACT-1	Activity Aide – 1	\$12.49	\$12.80	\$13.12	\$13.52
ACT-2	Activity Aide – 2	\$12.64	\$12.96	\$13.38	\$13.68
ACT-3	Activity Aide – 3	\$13.01	\$13.34	\$13.67	\$14.08
ACT-4	Activity Aide – 4	\$13.42	\$13.76	\$14.10	\$14.52
ACT-5	Activity Aide – 5	\$13.92	\$14.27	\$14.62	\$15.06
Work Code	Description	Current Rates	DOR (2.5%)	Nov 1 2014 (1%)	Nov 1 2015 (1%)
CA2-1	Care Aide – 1 (Non-Certified)	\$15.78	\$16.17	\$16.34	\$16.50
CA2-2	Care Aide – 2 (Non-Certified)	\$16.36	\$16.77	\$16.94	\$17.11
CA2-3	Care Aide – 3 (Non-Certified)	\$16.94	\$17.36	\$17.54	\$17.71
Work Code	Description	Current Rates	DOR (2.5%)	Nov 1 2014 (2.5%)	Nov 1 2015 (3%)
CA2-1	Care Aide – 1 (Certified)	\$17.09	\$17.52	\$17.95	\$18.49
CA2-2	Care Aide – 2 (Certified)	\$17.55	\$17.99	\$18.44	\$18.99
CA2-3	Care Aide – 3 (Certified)	\$18.02	\$18.47	\$18.93	\$19.50
CA2-4	Care Aide – 4 (Certified)	\$18.50	\$18.96	\$19.44	\$20.02
CA2-5	Care Aide – 5 (Certified)	\$19.00	\$19.48	\$19.96	\$20.56
Work Code	Description	Current Rates	DOR (2.5%)	Nov 1 2014 (2.5%)	Nov 1 2015 (3%)
CK-1	Assistant Cook – 1	\$14.89	\$15.26	\$15.64	\$16.11
CK-2	Assistant Cook – 2	\$15.74	\$16.13	\$16.54	\$17.03
CK-3	Assistant Cook – 3	\$16.18	\$16.58	\$17.00	\$17.51
CK-4	Assistant Cook - 4	\$16.64	\$17.06	\$17.48	\$18.01
CK-5	Assistant Cook - 5	\$17.10	\$17.53	\$17.97	\$18.50

# SALARY SCHEDULE

Work Code	Description	Current Rates	DOR (2.5%)	Nov 1 2014 (2.5%)	Nov 1 2015 (3%)
DISH-1	Dish Washer – 1	\$11.53	\$11.82	\$12.11	\$12.48
DISH-2	Dish Washer – 2	\$12.24	\$12.55	\$12.86	\$13.25
DISH-3	Dish Washer - 3	\$12.88	\$13.20	\$13.53	\$13.94
Work Code	Description	Current Rates	DOR (2.5%)	Nov 1 2014 (2.5%)	Nov 1 2015 (3%)
HK1-1	Housekeeper – 1	\$11.97	\$12.27	\$12.58	\$12.95
HK1-2	Housekeeper – 2	\$14.00	\$14.35	\$14.71	\$15.15
HK1-3	Housekeeper – 3	\$14.40	\$14.76	\$15.13	\$15.58
HK1-4	Housekeeper – 4	\$14.82	\$15.19	\$15.57	\$16.04
HK1-5	Housekeeper – 5	\$15.29	\$15.67	\$16.06	\$16.55
Work Code	Description	Current Rates	DOR (2.5%)	Nov 1 2014 (2.5%)	Nov 1 2015 (3%)
LPN-1	LPN – 1	\$22.67	\$23.24	\$23.82	\$24.53
LPN-2	LPN – 2	\$23.65	\$24.24	\$24.85	\$25.59
LPN-3	LPN – 3	\$24.57	\$25.18	\$25.81	\$26.59
LPN-4	LPN – 4	\$25.47	\$26.11	\$26.76	\$27.56
LPN-5	LPN – 5	\$26.47	\$27.13	\$27.81	\$28.64
Work Code	Description	Current Rates	DOR (2.5%)	Nov 1 2014 (2.5%)	Nov 1 2015 (3%)
MTCE-1	Maintenance 1	\$16.58	\$16.99	\$17.42	\$17.94
MTCE-2	Maintenance 2	\$17.53	\$17.97	\$18.42	\$18.97
MTCE-3	Maintenance 3	\$18.03	\$18.48	\$18.94	\$19.51
MCTE-4	Maintenance 4	\$18.54	\$19.00	\$19.48	\$20.06
MCTE-5	Maintenance 5	\$19.07	\$19.55	\$20.04	\$20.64

# SALARY SCHEDULE

Work Code	Description	Current Rates	DOR (2.5%)	Nov 1 2014 (2.5%)	Nov 1 2015 (3%)
RECP - 1	Receptionist - 1	\$ 12.42	\$12.73	\$13.05	\$13.44
RECP - 2	Receptionist - 2	\$ 12.79	\$13.11	\$13.44	\$13.84
RECP - 3	Receptionist - 3	\$ 13.17	\$13.50	\$13.84	\$14.25
RECP - 4	Receptionist - 4	\$ 13.57	\$13.91	\$14.26	\$14.68
Work Code	Description	Current Rates	DOR (2.5%)	Nov 1 2014 (2.5%)	Nov 1 2015 (3%)
SRV1-1	Server – 1	\$11.97	\$12.27	\$12.58	\$12.95
SRV1-2	Server – 2	\$12.38	\$12.69	\$13.01	\$13.40
SRV1-3	Server – 3	\$12.80	\$13.12	\$13.45	\$13.85
SRV1-4	Server – 4	\$14.01	\$14.36	\$14.72	\$15.16
SRV1-5	Server – 5	\$14.43	\$14.79	\$15.16	\$15.62

Employees in all classifications will be moved to the appropriate step on the grid based on the total number of hours worked with the employer since hire calculated in 1950-hour increments.

### Signing Bonus

Effective upon ratification a bonus payment will be paid to all full time, part time and casual employees on staff as of December 31, 2013. The bonus will be two-hundred dollars (\$200) for full time employees and pro-rated for part time and casual employees based on their hours worked in the period November 1, 2013 to December 31, 2013.

IN WITNESS WHEREOF the parties have executed this Collective Agreement by affixing hereto the signatures of their proper Officers in that behalf.

Dated at \_\_\_\_\_, British Columbia this \_\_\_\_\_ day of \_\_\_\_\_, 2014.

\_\_\_\_\_  
President & Chief Executive Officer  
Chantelle Management ltd.

\_\_\_\_\_  
Witness

\_\_\_\_\_  
The President  
Alberta Union of Provincial Employees

\_\_\_\_\_  
Witness