

COLLECTIVE AGREEMENT

BETWEEN

HCN - Revera Lessee (Aspen Ridge) LP

AND THE

**ALBERTA UNION OF PROVINCIAL EMPLOYEES
LOCAL 047/041**

Expires: January 31, 2019

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ARTICLE 1

PURPOSE AND PREAMBLE

1.01 The Employer operates a seniors living community in Red Deer, Alberta known as HCN – Revera Lessee (Aspen Ridge) LP. Therefore, it is the mutual desire and interest of the Parties to:

- (a) protect the interests of Residents, Employees, and the Employer;
- (b) maintain harmonious relations between the Employer and the Union;
- (c) set forth the basic relationship between the Employer and the Union, the wages and other terms and conditions of employment for Employees at Aspen Ridge represented by the Union; and the means by which complaints and grievances will be resolved.

ARTICLE 2

TERM OF COLLECTIVE AGREEMENT

- 2.01 (a) This Agreement, including appendices hereto unless altered by mutual consent of the Parties, shall be in force and effect on the date of February 1, 2016 up to and including January 31, 2019 and from year to year thereafter unless amended or terminated.
- (b) Other than the basic rate of pay set out in the Wage Schedule, the terms and conditions of this Agreement have force and effect only from the date of ratification.
- (c) Notice 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 the expiry of this Agreement.
- 2.02 Where notice is served by either Party under Clause 2.01 to commence collective bargaining, this Agreement shall continue in full force and effect until a new Agreement has been executed or the Agreement terminates under the *Code*.
- 2.03 The Parties agree there shall be no strikes or lockouts while this Agreement is in effect.

ARTICLE 3

RECOGNITION OF THE UNION AND APPLICATION

- 3.01 (a) The Employer recognizes the Union as the sole bargaining agent for all Employees in the Bargaining Unit, described in the certificate issued by the Alberta Labour Relations Board, pursuant to the *Labour Relations 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.
- 3.02 (a) Except where otherwise stated, the scope of this Agreement applies to work performed by Employees of the Employer who are in the Bargaining Unit and located at HCN – Revera Lessee (Aspen Ridge) LP in Red Deer, Alberta.
- (b) This Agreement will not apply to supervisors and other managerial personnel of the Employer, to persons who are agreed between the Parties to be excluded from the Bargaining Unit, or to persons who have been determined by the Labour Relations Board to be excluded under the provisions of the *Labour Relations Code*.
- (c) This Agreement shall apply to all Employees and shall be applicable to Part-time, Casual, and Temporary Employees, subject to Articles 32, 33 and 34, respectively.
- 3.03 Non-Bargaining Unit Employees of the Employer shall not perform Bargaining Unit work if it displaces any Bargaining Unit Employees.

3.04 CONTRACTED SERVICES

- (a) The Parties acknowledge the Union's commitment to provide quality service.
- (b) When the Employer decides to sub-contract or outsource any work or functions performed by Employees covered by this Agreement, the Employer shall notify the Union thirty (30) days in advance of such change and shall meet, discuss, and consult with the Union about reasonable measures regarding the interests of affected Employees.

3.05 EMPLOYMENT OF STUDENTS

- (a) The provisions of this Agreement shall apply to students whose employment is contemplated by the curriculum of a course in which the student is enrolled, such as work placement or a cooperative experience program, or to persons employed under special Federal or Provincial programs such as the Summer Temporary Employment Program, when performing Bargaining Unit work.
- (b) Students hired in accordance with the provisions contained herein shall be included in the scope of the Bargaining Unit and shall be covered by this Agreement. Any student employed under this provision or any other provision shall not displace other Permanent, Temporary, or Casual Employees, and the employment of students shall not result in the Position abolishment or Layoff of any other Employee.
- (c) Students are considered Casual Employees for the purposes of this Agreement and are subject to the application of Article 11 - Probationary Period and Orientation.

3.06 No Employee shall be required to make any written or verbal agreement which is in conflict with this Agreement.

- 3.07
- (a) For the purposes of this Agreement, the Union shall be represented by its properly appointed officers. The Union shall provide the Employer with a current list of the officer's names.
 - (b) The Employer shall grant Union representatives access to its premises for Union business subject to approval of the Executive Director or the site designate. The Union representative shall provide two (2) days' advance notice to the Executive Director.

Such visits must not disrupt operations and must comply with Employer policies including safety, security, and confidentiality.
 - (c) Union membership meetings will not be held on Employer premises except with Employer consent.

- 3.08 The Employer shall provide the Union with exclusive use of a Bulletin Board at the Residence to post notices of meetings and other such notices, which may be of interest to Employees. The Union will not post anything objectionable to the Employer (acting reasonably), and the Parties will discuss any postings that the Employer finds objectionable. It is the responsibility of the Union to ensure the bulletin board is maintained in an orderly fashion.
- 3.09 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 of the names of their representatives.
- 3.10 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 Agreement shall be provided to each Employee on commencement of employment by the Employer or at the Union Orientation. The printing of the Agreements will be processed at AUPE Headquarters.

ARTICLE 4

DEFINITIONS

- 4.01 "Agreement" means this Collective Agreement.
- 4.02 "Bargaining Unit" means the unit of Employees as described on the Labour Relations Board Certificate.
- 4.03 "Basic Rate of Pay" means the incremental step in the Salaries Appendix applicable to an Employee in accordance with the terms of this Agreement, exclusive of all premium payments.
- 4.04 "Classification" means job title and pay scale established for the job title.
- 4.05 "Code" means the Alberta *Labour Relations Code*, as amended from time to time.
- 4.06 "Continuous Employment" means the period of uninterrupted employment within the Bargaining Unit.
- 4.07 "Employee" means a person covered by this Agreement and employed by the Employer, including the following:
- (a) "Regular Employee" means the following:
 - (i) "Full-time Employee" is one who is regularly scheduled to work the full specified hours in the "Hours of Work" Article of this Agreement or at least one hundred (100) hours every twenty-eight (28) days.
 - (ii) "Part-time Employee" is one who is regularly scheduled for less than the regular full-time hours specified in the "Hours of Work" Article of this Agreement, but at least a minimum of ten (10) hours per week.
 - (b) "Casual Employee" is one who:
 - (i) works on an unpredictable or intermittent basis and is not regularly scheduled on a continuing basis or who is scheduled for less than 10 hours per week.

- (c) "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 three (3) months but less than twelve (12) months; or
 - (ii) to replace a Full-Time or Part-Time Employee who is on approved leave or absence for a period in excess of three (3) 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 three (3) months.

Alteration of employment Status thereafter will be regulated by the terms of this Agreement.

- 4.08 "Employer" means HCN – Revera Lessee (Aspen Ridge) LP acting through its management personnel.
- 4.09 "FTE" means the ratio of the scheduled bi-weekly hours for the Position held by the Employee to the normal full-time bi-weekly hours defined at Article 15 - Hours of Work in this Agreement.
- 4.10 "Layoff" means any permanent or temporary Position abolishment or reduction in the number of Employees working based on a shortage of work.
- 4.11 "Local" means the Local of the Union.
- 4.12 "Month" is the period of time between a date in one month and the same date in the preceding or following month.
- 4.13 "Parties" mean the Union and the Employer.
- 4.14 "Position" means:
- (a) the Employee Status;
 - (b) the Classification; and
 - (c) Full-time equivalency (FTE).
- 4.15 "Practice Permits/ 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.
- 4.16 "Regularly Scheduled Hours" mean the hours set out in a Shift Pattern in fulfillment of the hours of work for the Position as set out in the applicable job posting.
- 4.17 "Residence" means HCN – Revera Lessee (Aspen Ridge) LP located in Red Deer, Alberta.
- 4.18 "Shift" means a daily scheduled hours of work, exclusive of overtime hours.
- 4.19 "Shift Pattern" means a specific combination of days and/or evenings and/or night shifts and the period of time over which a Full-time or Part-time Employee's regularly scheduled hours repeats itself.
- 4.20 "Status" means either Full-time regular, Part-time regular, Temporary, or Casual as defined above.

- 4.21 "Union" means the Alberta Union of Provincial Employees (AUPE). In the event of a change of name of the aforementioned Union, the subsequent name shall be recognized.
- 4.22 "Union Representative" means a representative from the Union authorized by the Union to act on behalf of Employees.
- 4.23 "Week" means a period of seven (7) consecutive days, and for payroll purposes, a Week begins on a Saturday.
- 4.24 LPN AND HCA EMPLOYMENT
- "Health Care Aide" is an Employee who has successfully completed and holds a certificate as a Certified Health Care Aide or equivalent that is recognized by Alberta Health Services.
- Only Employees entitled to designation/certification or deemed competent as a Health Care Aide shall be employed as a Health Care Aide.
- 4.25 "Licensed Practical Nurse" shall mean a person who has successfully completed the approved course and holds current practice permit within the Province of Alberta.
- Only Employees entitled to designation as Licensed Practical Nurse pursuant to the *Health Professions Act*, Alberta Regulation 81/2003, Licensed Practical Nurse Profession Regulation shall be employed as a Licensed Practical Nurse.

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;
 - (c) to be a member or not be a member of the Union.
- 5.02 All Employees shall be required to pay Union Dues as a condition of employment. The Employer shall, on a bi-weekly basis, deduct from the pay of each Employee, the amount of the Union Dues as set by the Union from time to time.
- 5.03
- (a) The Employer shall remit Union Dues deducted from the pay of all Employees to the Union no later than the fifteenth (15th) of the Month following the Month of the deductions.
 - (b) Where an accounting adjustment is necessary to correct an over or under payment of dues, it shall be affected in the succeeding pay period.

- 5.04 The monthly deduction(s) remitted shall be accompanied by a list specifying the following:
- the Employee's name;
 - Employee identification number;
 - Position/ job title(s);
 - the amount of deduction for each Employee;
 - the amount of the Employee's monthly earnings;
 - mailing address;
 - department;
 - commencement date;
 - hourly rate(s) of pay.
- 5.05 The Employer shall each month provide in writing to the Union Chapter Chairperson with the name(s) of new Employee(s) hired for Positions in the Bargaining Unit.
- 5.06 The dues structure of the Union shall be on a percentage basis and the Union shall give the Employer 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.
- 5.07 The Employer will indicate the amount of dues deducted on the T-4 slips supplied to the Employee(s).

ARTICLE 6

MANAGEMENT RIGHTS

- 6.01 The Employer retains all rights not otherwise abrogated or restricted in this Agreement.
- 6.02 Without limiting the generality of the foregoing, the Union acknowledges that it shall be the exclusive right of the Employer to operate and manage its business and direct the workforce, including the right to:
- (a) maintain order, discipline, efficiency, and to make, alter, and enforce, from time to time, rules and regulations to be observed by an Employee, subject to notifying the Employees and the Union, which are not in conflict with any provision of this Agreement;
 - (b) direct and control the working force and to create new Classifications and work units and to determine the number of Employees, if any, needed from time to time in any work unit or Classification and to determine whether or not a Position, work unit, or Classification will be continued or declared redundant;
 - (c) determine schedules, job content and requirements, the means of performing work, the number of hours worked, and start and quit times.
 - (d) select and hire, assign, promote, transfer, lay-off, and recall Employees;

- (e) demote, discipline, suspend, or discharge Employees for just cause only and subject to the right of an Employee to the grievance procedure;
 - (f) the sole and exclusive right to manage the Residence.
- 6.03 Failure by the Employer to exercise any of its management rights will not be considered to be an abandonment or waiver of those rights or estop the Employer from exercising those rights.

ARTICLE 7

WORKPLACE RESPECT – NO DISCRIMINATION / NO HARASSMENT

- 7.01 There shall be no discrimination or harassment in respect of any Employee by either Party by reason of age, race, colour, creed, ancestry, place of origin, religious belief, gender, sexual orientation, marital status, physical disability, mental disability, or any other prohibited grounds as provided in the *Alberta Human Rights Act*, and there shall be no discrimination, restriction or coercion exercised or practiced 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 Agreement or any law of Canada or Alberta.
- 7.02 The Parties recognize the requirement for respect and dignity for all persons supporting a policy of zero tolerance for violence and abuse in the workplace.
- 7.03 The Union and the Employer recognize the right of the Employees to work in an environment free from discrimination and harassment.
- The safety and security of Employees is of utmost importance for the parties and concerns about "working alone" are a priority for the parties.
- 7.04 Any investigation of discrimination or harassment by the Employer will not limit an Employee's right to seek redress through any other available procedure including:
- (a) Grievance procedure; and
 - (b) Alberta Human Rights Commission.

ARTICLE 8

IN-SERVICE PROGRAMS

- 8.01 Employees who, with the prior approval of their Supervisor, attend an in-service shall not suffer a loss of pay for such attendance.
- 8.02 An Employee who is required to attend a training course, seminar, or staff meeting, shall be compensated as hours worked or shall be allowed compensatory time off in lieu by mutual agreement between the Employer and Employee.
- 8.03 The Parties to this Collective Agreement recognize the value of continuing in-service education for Employees in the nursing profession and that the responsibility for such continuing education lies not only with the individual but also with the Employer.

- 8.04 The provisions of learning opportunities for Employees will be determined based on the provision of safe, competent care and quality living experiences for our residents as well as the financial resources of the Centre and the business objectives of the HCN – Revera Lessee (Aspen Ridge) LP. The Supervisor and the Employee will select learning opportunities based upon the Employee’s learning plan.
- 8.05 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. The Employer reserves the right to identify specific in-service sessions as being compulsory for Employees and those required to attend such sessions shall be paid at the applicable rate of pay for attendance.
- 8.06 Employees who, with prior approval of their Supervisor, attend in-service programs, which are not identified as compulsory by the Employer shall suffer no loss of regular earnings for attending such programs.
- 8.07 The following in-service programs shall be compulsory and shall be provided to Employees on an annual basis:
- CPR (when established by the Employer as a mandatory qualification);
 - Emergency preparedness including fire, evacuation and disaster procedures;
 - Occupational health and safety matters and prevention of personal injury including musculoskeletal injury arising from repetitive movements or strains including proper lifting and prevention of back injuries;
 - Workplace Hazardous Materials Information System (WHIMIS);
 - Dementia care training;
 - Managing responsive behaviors training (provided by the Employer within the first eighteen [18] months of employment when established by the Employer as a mandatory qualification).
- 8.08 The Employer shall make available an in-service on the prevention and management of staff abuse at least every two (2) years or more frequently as determined by the Employer, as well as other in-service education programs as deemed appropriate for the purpose of maintaining proficiency.
- 8.09 TLC COMPUTER BASED EDUCATION PROGRAM
- (a) The Employer shall have the option to provide in-service education programs through the Learning Centre for Senior Living (TLC) (computer based modules);
 - (b) Employees are required to attend any such programs, during paid work time, and shall be paid their regular rate of pay of attendance;
 - (c) the Employer shall insure an adequate supply of computer based spaces, in a private learning environment;
 - (d) the Employer shall schedule an adequate amount of paid work time to complete the computer based modules.

ARTICLE 9

UNION REPRESENTATION

9.01 The Employer agrees to recognize 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 the Employee for the purposes of Clause 9.04. When it becomes necessary for a Union Steward to leave her job for this purpose, she will request time off from the immediate supervisor and provide 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.

The duties of the Union Steward will be performed in a way to minimize the Union Steward's absence from work.

9.02 The Union reserves the right to appoint a Union Steward to represent a work area that has no Union Steward. The Union will limit the total number of Union Stewards to a maximum of nine (9) Employees.

9.03 A list of Union Stewards shall be supplied by the Union to the Executive Director. The Executive Director shall be advised in writing of any change to the list. The list shall be updated by the Union every six (6) Months.

9.04 The Chapter and its members have the right at any time to the assistance of Union representatives when negotiating with the Employer, when processing a grievance or when dealing with special circumstances for which the Union representative has expertise.

9.05 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 Employer for approval. The application for leave will be made in writing to the Executive Director 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 or cancel 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 on the condition that proper notice has been provided.

- (c) When leave to attend Union business has been approved, it is granted with pay. The Union agrees to reimburse the Employer for actual earnings (including premiums) paid to the Employee while on leave plus an amount determined by the Employer to cover the cost of benefits, related vacation costs, and a reasonable administrative fee to cover other related costs.

9.06

NEGOTIATIONS

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. 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 earnings (including premiums) paid to the Employee while on leave plus an amount determined by the Employer to cover the cost of benefits, related vacation costs and a reasonable administrative fee to cover other related costs.

ARTICLE 10

GRIEVANCE PROCEDURE

10.01

GENERAL PROVISIONS

- (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 or the Union Representative with a copy delivered to the Chairperson of the Chapter.
- (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 Executive Director or a designated alternate.
- (c) The hearing of grievances at any stage of the grievance procedure will be held during the normal working day with no loss of basic pay for the participating Employee(s).
- (d) It is understood and agreed that nothing in this Agreement prevents an Employee from discussing a problem or complaint with the Employee's immediate supervisor without recourse to the formal Grievance Procedure.
- (e) It is the intention of the Parties that this Article provides a method of adjusting all grievances, with the least amount of disruption as a result of any grievances.
- (f) Any step of the Grievance Procedure may be waived by mutual agreement in writing between the Employer and the Union.

10.02

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 20.
- (b) All time limits set out in this Article are mandatory. However, the time limits may be extended by mutual agreement of the Parties in writing.

10.03

At any meeting held during the Grievance Procedure, the Employee is entitled to have a Union representative present.

10.04

A grievance is a written complaint or difference regarding the meaning, interpretation, application, or alleged violation of this Agreement, including a dispute about whether such a difference can be the subject of arbitration.

A grievance may involve an individual Employee, a group of Employees, or a policy matter.

All grievances must be in writing and identify the facts giving rise to the grievance and the section(s) of the Agreement alleged to be violated.

In advance of filing a grievance, the Union or an Employee must meet with the Employee's Coordinator or designate, who is not within the scope of this Agreement, to discuss the subject of the grievance with a view to resolving it. Thereafter, if the dispute is not resolved satisfactorily, the following steps will be observed in the grievance procedure:

STEP 1

A grievance shall be submitted by the Union, in writing, to the Executive Director 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 Executive Director or designate shall meet with the grievor and 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 2

If the grievance is not resolved under Step 1, the Union may, within ten (10) days of the receipt of the written decision of the Executive Director or designate, submit the grievance in writing to the Vice-President or designate, specifying the nature of the grievance/s and the redress sought.

The Vice-President shall meet with the grievor and the Union representative within twenty (20) days of receiving the grievance and shall render a decision in writing to the Union within ten (10) days of the meeting with a copy to the Union.

Employees alleging suspension or dismissal without just cause or any grievance alleged involving the Executive Director may commence the grievance at Step 2.

MEDIATION

A grievance not resolved at Step 2 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.

STEP 3 - ARBITRATION

If the grievance is not resolved at Step 2, either of the Parties may, within ten (10) days of the other Party's reply at Step 2, submit a grievance to arbitration and shall notify the other Party in writing of its intention to do so.

The Parties shall attempt to agree upon a single Arbitrator to hear the grievance. Should the Employer and the Union fail to agree upon an Arbitrator, the Alberta Department of Human Services will be requested to appoint an Arbitrator.

If both Parties are in agreement, the dispute may be heard by a Board of Arbitration instead of a single Arbitrator. The Arbitration Board will consist of three (3) Arbitrators, one appointed by each of the Parties who together will select the third, who will act as Chair. The grieving party must appoint its nominee and notify the other party of the appointment within ten (10) days of giving the notice to submit the grievance to arbitration. In the event that the other party does not appoint its nominee within ten (10) days of receiving notice of the grieving party's appointment, or within any longer time period to which the Parties agree, the grieving party may request the Alberta Department of Human Services to appoint a nominee on behalf of the other party.

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 Department of Human Services of the Province of Alberta to appoint a Chairperson.

The Arbitrator or Arbitration Board, once selected or appointed, will proceed as soon as practicable to conduct a full and fair hearing into the dispute or grievance and render its decision within forty-five (45) days after the completion of the hearing, which will be binding upon both Parties and upon any Employee affected by it.

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 Agreement and shall not alter, amend, or change the terms of this Agreement.

Each of the Parties to this 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.

10.05 DISPUTE BETWEEN THE PARTIES

- (a) In the event that a dispute of a general nature affecting more than one (1) Employee arises between the Employer and the Union regarding the interpretation, application, or alleged violation of the Agreement, which cannot be resolved by discussion between the Parties, the dispute becomes a policy grievance or a group grievance. Such grievance shall commence at Step 2 of the Grievance Procedure.
- (b) The Employer or the Union may submit a grievance. The Employer may submit a grievance to the Union's President (who will respond on behalf of the Union under Step 2) and the Union may submit a grievance to the Employer's Vice-President.

10.06 DEFAULT

- (a) Should the Employee or Union fail to comply with any time limits in the Grievance Procedure, the grievance will be considered conceded and shall be abandoned unless the Parties have mutually agreed, in writing, to extend the time limits.
- (b) Should the Employer fail to comply with any time limits in the Grievance Procedure, 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.

10.07 At any stage of the grievance procedure, including arbitration, the Parties may have the assistance of the Employee or Employees concerned as witnesses.

The Parties recognize the principle of disclosure of information in matters resulting in discipline and the Employee's right to be represented by a Union Steward. Disclosure must first be requested and is subject to statutory limitations.

All reasonable arrangements shall be made to facilitate and permit access to any part of the property of the Employer to view matters concerning the grievance, which may be relevant to resolve or settle the grievance.

ARTICLE 11

PROBATIONARY PERIOD AND ORIENTATION

11.01 Each Employee shall first serve a single probationary period of six (6) Months or four hundred and fifty (450) hours for Part-time and Casual Employees.

- 11.02 If a new 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 without notice or pay in lieu of notice, subject to Clause 11.03.
- Such dismissal or termination of employment shall be subject to the grievance procedure; however the decision of the Employer during the grievance procedure is final and binding.
- Such dismissal or termination of employment shall not be subject to the arbitration procedure.
- 11.03 A probationary Employee who is dismissed or terminated after three (3) Months of employment will be given one (1) Week's notice or one (1) Week's pay in lieu of notice.
- 11.04 A probationary Employee who resigns or is terminated with or without cause and is rehired will be required to serve a new probation period.
- 11.05 The Employer shall provide a written performance appraisal of each probationary Employee at least once during her probationary period, unless terminated before the performance appraisal occurs.
- 11.06 The Employer shall provide up to three (3) paid orientation Shifts (under guidance and supervision) for all Employees, including orientation for each Shift Pattern that the Employer assigns the Employee to work and orientation to the Residence and/or Employer organization. In addition:
- (a) an Employee's request for additional orientation Shifts under guidance or supervision in resident care shall not be unreasonably denied and extended at the Employer's discretion; and
 - (b) no Employee shall be expected to work without paid orientation.
- 11.07 The Employer will explain to new Employees that they are represented by the Union and will provide new Employees with a copy of the Agreement.

ARTICLE 12

SENIORITY

- 12.01
- (a) Seniority shall be Bargaining Unit wide.
 - (b) The seniority date of all Regular Employees shall be the date upon which the Regular Employee commenced working in the Bargaining Unit (including all service prior to Union certification), and all prior periods of uninterrupted service as a Casual or Regular Employee.
 - (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 Sub-Clause 12.01(b).

(d) Employees will continue to accrue seniority during:

- Sick leave
- Parental and maternity leave
- Leaves of absence with pay
- Bereavement leave
- Court appearance
- Paid vacations
- Union business leaves
- Workers Compensation leave.

12.02 As set out in the Agreement, Seniority is a factor for consideration in the following:

- (a) preference of vacation time (Article 21);
- (b) Layoffs and recalls (Article 24);
- (c) promotions, transfers, and in filling all vacancies within the Bargaining Unit (Article 13);
- (d) scheduling of Shifts and the distribution of additional hours of work (casual or pick-up shifts) (Article 15);
- (e) the selection of available rotations by Employees on a unit affected by a new master rotation that does not change or does change an Employee's full time equivalency (FTE).

12.03 Seniority shall be considered broken, all Employee rights to employment will be forfeited, and there shall be no right to recall or rehire:

- (a) when the employment relationship is terminated by either the Employer or the Employee;
- (b) upon the expiry of nine (9) Months following the date of initial Layoff, if during that 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.

12.04 Seniority lists shall be provided by the Employer to the Union twice a year (2X) in January and July and when Employees have been served notice pursuant to the provisions of Article 24 - Layoff and Recall. The Employer shall also post a copy of the seniority list on the Union bulletin board twice a year (2X) in January and July. The seniority list shall contain the names of all Regular Employees, their Status, Classification, Full-time equivalency (FTE), hours worked (for information purposes), and date of hire.

12.05 Should a difference arise regarding an Employee's seniority, the Employer will provide the Employee with the information necessary to establish accurate seniority.

ARTICLE 13

APPOINTMENTS, PROMOTIONS, TRANSFERS AND VACANCIES

13.01 When a new Position is created or when a vacancy occurs in any Classification covered by this Agreement:

The Employer shall post notices of all vacancies not less than seven (7) calendar days in advance of filling the vacancy. Preference shall be given to current Bargaining Unit Employees.

The posting shall contain the following information:

- (a) qualifications and/or competencies as required;
- (b) employment status (Regular, Temporary, Casual);
- (c) classification and FTE;
- (d) if temporary, the anticipated duration of such position;
- (e) shift schedule, hours per day, and shift pattern (including master rotation);
- (d) department; and
- (e) closing date for submissions.

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

Submissions received after the closing date will not be considered unless the posting is re-issued.

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

13.03 (a) When filling vacancies, the determining factors shall be job related skills, training, knowledge, ability, and experience, and other relevant factors, and where those factors are considered by the Employer to be equal, the following shall govern:

- (i) Regular Employees shall be preferred over Casual or Temporary Employees;
 - (ii) Full-time Employees shall be preferred over Part-time Employees;
 - (iii) Full-time Employees with greater seniority shall be preferred over Full-time Employees with less seniority; and
 - (iv) Part-time Employees with greater cumulative hours of work in the Bargaining Unit shall be preferred over Part-time Employees with fewer cumulative hours.
- (b) For vacancies within the Bargaining Unit, if the Employer determines that none of the candidates are qualified, the Employer may consider applicants from outside the Bargaining Unit.

- 13.04 When the posting process is completed and the position is awarded, notice of the award will be posted within seven (7) calendar days of the decision with a copy to the Employee.
- 13.05 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 or to accommodate a request by the Workers' Compensation Board or any disability income insurance plan. The purpose of the waiver is to provide a period of rehabilitative work experience or vocational rehabilitation.
- 13.06 A Regular Employee who applies for and is successful on a temporary posting shall maintain her status as a Regular Employee. A Casual Employee who applies for and is successful for a temporary position shall receive all entitlements and benefits applicable to a Temporary Employee. At the completion of the temporary term, the Regular Employee shall return to her former position. At the completion of her temporary term, the Casual Employee shall resume the normal terms and conditions of employment applicable to a Casual Employee.

ARTICLE 14

LEAVE OF ABSENCE

- 14.01 Unless otherwise stated in this Agreement, leaves of absence will be determined and managed in accordance with the Employer's policies.
- 14.02 The Employer may grant an Employee a leave of absence without pay for a legitimate personal reason, provided that such leave does not interfere with efficient operations.
- 14.03 **GENERAL CONDITIONS: UNPAID LEAVE OF ABSENCE**
- (a) Requests for a leave of absence without pay or Employer benefits contributions will, where possible, be made in writing to the Executive Director, two (2) Weeks in advance, except that in extenuating circumstances the time factor may be waived or reduced.
 - (b) Except in exceptional circumstances, the Employer will reply in writing to a request for leave of absence within fourteen (14) days of receipt of the request.
 - (c) During leaves of absence without pay of longer than thirty (30) calendar days, Employees may elect to maintain coverage of health benefit and insurance contributory plans specified in Article 23, provided that the Employee makes prior arrangements to pay full premium costs (including the Employer's portion of such costs). Employees shall provide post-dated cheques for the premium costs.
 - (d) Where an Employee requires an extension to a leave of absence for a legitimate reason, the Employee must submit the request for the extension in writing to the Employer in a reasonable time frame in advance, and the Employer (in its sole discretion) may grant the extension.

- (e) An Employee who has been granted leave of absence and overstates the leave without permission of the Employer, shall automatically terminate her Position, except in cases of emergency circumstances or if the Employer agrees otherwise.
- (f) Employees shall not be entitled to any pay for Named Holidays which occur during a leave of absence without pay.
- (g) Employees granted leave of absence may be required to use up accumulated vacation entitlement prior to beginning a leave of absence.
- (h) Employees who are on a leave of absence without pay will not engage in any gainful employment with any other Employer while on such leave unless otherwise agreed by the Union and the Employer.
- (i) The maximum duration of this leave will be 120 days.
- (j) In cases where a Regular Employee whose mother, father, spouse, or child is dying or at significant risk of death within six (6) Months, the Employee shall be entitled to leave of absence without pay but with benefits at the normal cost sharing, for a period of up to six (6) Months. Such Employees may be required to submit to the Employer satisfactory proof demonstrating the need for compassionate care leave.

14.04

(a) MATERNITY AND PARENTAL AND ADOPTION LEAVE

An Employee who has completed fifty-two (52) consecutive Weeks of Continuous Employment shall, upon her written request, providing at least six (6) Weeks' advance notice (unless impossible), be granted job protected maternity leave without pay of up to sixteen (16) Weeks starting at any time during the twelve (12) Weeks immediately preceding the estimated date of delivery, provided that she commences maternity leave no later than the date of delivery. The Employee shall provide the Employer with a medical certificate from a legally qualified medical practitioner certifying that she is pregnant and giving the estimated date of delivery.

- (b) 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 forthwith. Such leave shall be without pay and benefits, except for the portion of maternity leave during which the Employee has a valid health-related reason for being absent from work and is also eligible for and in receipt of sick leave.
- (c) The Employee may, with the consent of the Employer, shorten the duration of the maternity leave requested upon providing the Employer with a certificate from a legally qualified medical practitioner stating that she is able to resume her work.
- (d) Additional leave of absence may be taken under parental leave.

- (e) An Employee who has completed fifty-two (52) Weeks of Continuous Employment shall upon written request, giving six (6) Weeks' notice before making application for parental or adoption leave (unless impossible), be granted leave without pay for up to fifty-two (52) Weeks:
 - (i) immediately following the last day of maternity leave;
 - (ii) within fifty-two (52) Weeks after the child's birth; or
 - (iii) within fifty-two (52) Weeks after the child is placed with the adoptive parent.
- (f) If the Employees as described above are parents of the same child, the parental/ adoption leave may be taken in its entirety by one Employee or shared by the Employees.
- (g) An Employee who intends to resume employment at the conclusion of the maternity, parental, or adoption leave shall advise the Employer when she requests the leave.
- (h) The Employee shall give the Employer at least four (4) Weeks' notice of her intention to return to work from maternity leave, parental leave, or adoption leave. If the Employee fails to give the required notice or fails to return to work on the date specified in the notice, the Employee's employment shall automatically terminate and the Employee shall lose all Seniority rights under this Agreement, unless the failure to provide the notice resulted from unforeseeable or unpreventable circumstances.
- (i) If a Full-time Employee returns to work at the end of the provided maternity, parental, or adoption leave and the Employee's former Position still exists, the Employee shall be returned to her former Position. All Employees who fill vacancies as a result of the above absences shall likewise be returned to their former permanent Positions.

14.05

COURT APPEARANCE

When a Regular Employee is subpoenaed as a witness in court or is required for jury selection or duty, the Employer will pay the Employee's regular wages for the Employee's scheduled Shifts while in such attendance, less the amount paid to the Employee for such attendance in court or for jury selection or duty. The Employee must present proof of service and shall notify the Employer immediately upon receipt of notification that the Employee has been subpoenaed.

14.06

BEREAVEMENT LEAVE

- (a) In the event of a death of a immediate family member as defined below, an Employee shall be entitled to receive three (3) consecutive working days bereavement leave with pay for regularly scheduled shifts lost from work during the period of mourning.

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

- (b) Where travel requirements of total travel of more than two hundred and fifty (250) kilometers, or other special circumstances, the Employer shall extend bereavement leave by two (2) additional unpaid days.
- (c) In the event of the death of another relative or close friend, the Employer shall grant (1) working day off with pay to attend the funeral services.

Upon mutual agreement with the Employer, an Employee may be granted an additional seven (7) consecutive unpaid days for other matters relating to a death.

14.07

EDUCATION LEAVE

Employees are entitled to Education Leave in accordance with the Employer's policies.

14.08

COMPASSIONATE CARE LEAVE

- (a) When a Regular Employee with a qualified person in the end-stage of life, who is dying or at significant risk of death within six (6) Months, the Employee shall be entitled to leave of absence without pay, but with benefits at the normal cost sharing, for a period of up to six (6) Months.
- (b) Qualified person means an immediate family member defined as mother, father, spouse (including fiancé(e)), or child in accordance with the compassionate care benefit under Employment Insurance legislation.
- (c) In order to qualify for leave under this provision, the Employee shall meet the eligibility requirements of the Employment Insurance regulations.
- (d) Employees may be required to submit to the Employer satisfactory proof demonstrating the need for compassionate care leave.

14.09

SPECIAL LEAVE

- (a) If an Employee is unable to report to work as the result of illness in the immediate family or any pressing necessity requiring the Employee's personal attention, she shall inform the Employer of such with as much advance notice as possible.

- (b) Leave used for the illness of a child or other family emergency shall constitute "special leave" and is available to a maximum of 5 days per calendar year. Special leave is deducted from an Employee's accrued sick bank and will not be considered for attendance management.
- (c) "Immediate family" shall mean the parents of the Employee, the Employee's spouse, dependant children and other relative(s) that co-habitat with the Employee.
- (d) An Employee may be required to submit proof satisfactory to the Employer demonstrating the need for Special Leave.

ARTICLE 15

HOURS OF WORK

15.01 FOR LICENSED PRACTICAL NURSES

The normal work day is seven point seven five (7.75) hours per day, and the normal work Week for all Full-time Employees is thirty-eight point seven five (38.75) hours.

FOR ALL OTHER CLASSIFICATIONS

The normal work day is seven point five (7.5) hours per day, and the normal work week for all Full-Time Employees is thirty-seven point five (37.5) hours.

15.02 The Employer's operations are continuous twenty four (24) hours per day seven (7) days per Wweek and the Union recognizes that the Employer requires shifts of days, evenings, and nights. Employees 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.

15.03 REST PERIODS

All Employees working a shift of seven point five (7.5) hours or more will be allowed two (2) paid breaks of fifteen (15) minutes duration on each shift, one in the first half of the shift and one in the second half of the shift and an unpaid meal period of thirty (30) minutes per shift.

15.04 MEAL PERIODS

Employees working a shift of five (5) hours or longer will be given an unpaid meal period of thirty (30) minutes per shift, and this period will not be considered as time worked.

All Employees shall be permitted one thirty (30) minute unpaid meal period during all shifts including in-service meetings, greater than five (5) hours.

15.05 The Employees will take breaks and lunch periods so as not to interfere with the Employer's operational requirements.

- 15.06 When any Full-time Employee is required to work overtime at the end of the Employee's shift, she will be allowed an unpaid fifteen (15) minute break prior to working overtime, providing she will be working a minimum of two (2) hours of overtime. There will be an unpaid fifteen (15) minute paid break following the completion of each two (2) hours of overtime where such occurs at the end of a shift.
- 15.07 No Employee shall be scheduled to work more than six (6) consecutive days without being given two (2) or more days off work.
- However, the overtime rate of one and one-half (1 1/2) times the Employee's applicable basic rate of pay shall be paid for any days worked over six (6) consecutive days until two (2) days off is given.
- The above will not apply in the case of an exchange of shifts between Employees, emergencies, or if the Employee requests extra shifts.
- 15.08 (a) The Employer shall schedule a minimum of fifteen and one-half (15 1/2) hours off between shifts. If the Employee is required by the Employer to change shifts without receiving fifteen and one-half hours (15 1/2) off duty, she shall be paid premium pay at time and one-half (1 1/2) her basic rate of pay for the full shift.
- (b) If the Employee requests a schedule change for less than fifteen and one-half (15 1/2) hours off duty, this clause shall not apply.
- 15.09 (a) Shift schedules for Full-time and Part-time Employees will be posted not less than eight (8) 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 days' 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 premium pay of time and one-half (1 1/2) her basic rate of pay for all regular hours 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

- (b) 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, by classification, equitably and consistent with the principles of seniority.
- (c) 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.

- (d) At the request of the Union or the Employer, the Parties agree to meet to discuss the distribution of additional hours of work without causing any delay in the distribution of additional hours of work
- 15.10 Employees will not be required to work beyond twelve (12) hours in a day, except in cases of emergency.
- 15.11 The Employer shall endeavor to schedule each Employee two (2) weekends off every four (4) weeks. This clause is not applicable to Employees who voluntarily work weekends or who are explicitly hired for the purposes of working weekends.
- 15.12 The Employer agrees that in cases of emergency when there is a need to make a shift change between existing shift schedules, the Employer will give the affected Employees at least twenty-four (24) hours' notice where possible and provide the Employee with at least eight (8) hours' rest between shifts.
- 15.13 Employees may be required to work less than thirty-seven point five (37.5) hours per week or less than seven point five (7.5) hours in a shift subject to the Employee's FTE.
- 15.14 (a) With at least seven (7) calendar days' advance notice (or less in extenuating circumstances), 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 Employees' immediate supervisor; and
 - (iii) the exchange will not result in any overtime or incurred additional costs for the Employer.
- (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 by the Executive Director or the Employees' immediate supervisor.
- (d) Such exchange shall not be deemed a violation of provisions of this Agreement.
- (e) No exchanged shift shall be unreasonably denied because of non-compliance with the notice requirements.
- 15.15 Any Employee who reports for work, as requested, or scheduled, shall be paid a minimum of three (3) hours' pay at the Employee's basic rate of pay.

- 15.16 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.
- 15.17 There shall be no split shifts with the exception of modified work shifts prescribed by a Physician to accommodate an Employee disability.
- Split shifts may be applied if agreed upon by an Employee and the Employer.
- 15.18 EXTENDED HOURS OF WORK
- (a) Flexible, compressed, or extended hours of work may be implemented only upon mutual written agreement of the Parties: Union, Employee, and Employer.
 - (b) 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, by classification, equitably and consistent with the principles of seniority.
 - (c) Employees working a shift of twelve (12) hours will be given two (2) unpaid meal periods of thirty (30) minutes per shift, and this period will not be considered as time worked.

ARTICLE 16

OVERTIME

- 16.01 The Employer may require Employees to work overtime. In staffing for overtime work, the Employer will (unless impractical) seek volunteers who are capable of performing the work, and individual Employees may refuse overtime only for good and valid reason, provided sufficient qualified Employees are available and willing to work.
- If an insufficient number of Employees capable of performing the work accept the overtime, the Employer will assign Employees, by reverse seniority, who are capable of performing the work, and these Employees shall work the overtime.
- 16.02 The Executive Director or a designate must authorize overtime. However, the Employer shall not unreasonably deny authorization after the fact for overtime worked where such overtime arises as a result of unforeseeable circumstances in which it is impossible to obtain prior authorization.
- 16.03 The Employer will pay overtime for all hours worked in excess of thirty-seven point five (37.5) regular hours per week or seven point five (7.5) hours per day. The overtime rate of one point five (1.5X) times the applicable basic rate of pay shall be paid for overtime worked.

- 16.04 (a) If mutually agreed between the Employee and the Employer, time off in lieu of overtime pay may be granted in an equal amount to the overtime hours worked. In such cases, the Employee will be paid for the time off at the basic rate of pay applicable to that Employee at the time the overtime hours were worked.
- (b) The scheduling of all banked overtime off must be mutually agreed upon by the Employee and the Employer.
- (c) Time off not taken within twelve (12) Months from the date earned shall be paid out.

16.05 REST PERIOD AND MEAL BREAKS

An Employee required to work more than two (2) hours' overtime shall be provided with a fifteen (15) minute unpaid rest period prior to working the overtime. Where overtime of five (5) hours or more is required, the Employer shall provide a one half (1/2) hour unpaid meal break.

ARTICLE 17

WAGES AND CLASSIFICATIONS

- 17.01 Schedule "A" contains minimum rates of pay and other provisions applicable to various job Classifications covered by this Agreement. Wage rates are effective on the dates specified in Appendix "A"- Wage Schedule.

- 17.02 By written agreement of the parties:

- (a) Nothing in Schedule "A" prevents the Employer from implementing retention programs, in its discretion.
- (b) The Employer may implement performance bonus programs, subject to mutual agreement between the Parties.

- 17.03 An Employee's basic rate of pay will be advanced to the next higher step on the pay grid basic rate of pay following:

- (a) completion of the probation period; and thereafter
- (b) in the case of a Full-time Employee, on the anniversary of the start date; or
- Part-time and Casual Employees on the completion of one thousand and eight hundred (1,800) hours worked.

17.04 RECOGNITION OF PREVIOUS EXPERIENCE

- (a) For the purpose of establishing the base rate of pay on hire, the Employer may recognize up to ten (10) years of previous experience provided it is satisfactory to the Employer and not more than two (2) years have elapsed since such experience was obtained.
- (b) Previous experience will be recognized in complete yearly units of one thousand eight hundred (1,800) hours.

- 17.05 Employees who terminated employment from the Employer and then are re-employed may be placed at the same increment on the salary scale upon re-employment provided that:
- (a) they are re-employed into exactly that same classification that they held prior to termination; and
 - (b) their re-employment is within two (2) years of their prior termination.
- 17.06 When an Employee voluntarily transfers to a classification with a lower rate of pay, her salary shall be adjusted immediately to the basic rate of pay she would have been entitled to had she been on the lower rated classification from commencement of employment.
- 17.07 Employees required by the Employer to attend "attendance required" or "mandatory" meetings on a day off or outside shift hours, shall be paid at the Employee's base rate of pay (without overtime) for attendance at such meetings.
- 17.08 There shall be no pyramiding of differentials, premiums, and bonuses for purposes of computing overtime hourly rates, unless expressly stated in this Agreement.
- 17.09 Paydays shall be on a bi-weekly basis by direct deposit, in accordance with the Employer's established practice.

ARTICLE 18

SHIFT DIFFERENTIAL

18.01 **EVENING SHIFT**

A Shift differential of two dollars and twenty-five cents (\$2.25) per hour shall be paid:

- (a) to Employees working a shift where the majority of such shift falls within the period fifteen hundred (1500) hours to twenty-three hundred (2300) hours; or
- (b) to employees for each regularly scheduled hour worked between fifteen hundred (1500) hours to twenty-three hundred (2300) hours, provided that at least one (1) hour is worked between fifteen hundred (1500) hours to zero seven hundred (0700) hours;
- (c) to employees for all overtime hours worked which fall within the period of fifteen hundred (1500) hours to twenty-three hundred (2300) hours.

18.02 **EVENING SHIFT**

A Shift differential of two dollars and twenty-five cents (\$2.25) per hour shall be paid:

- (a) to Employees working a shift where the majority of such shift falls within the period twenty-three hundred (2300) hours to zero seven hundred (0700) hours; or

- (b) to employees for each regularly scheduled hour worked between twenty-three hundred (2300) hours to zero seven hundred (0700) hours, provided that at least one (1) hour is worked between twenty-three hundred (2300) hours to zero seven hundred (0700) hours;
- (c) to employees for all overtime hours worked which fall within the period of twenty-three hundred (2300) hours to zero seven hundred (0700) hours.

18.03 All premiums payable under this Article shall not be considered as part of the Employee's basic rate of pay.

18.04 Where applicable, an Employee shall receive both Shift differential and weekend premium in addition to Basic Rate of Pay and overtime pay.

ARTICLE 19

WEEKEND PREMIUM

19.01 A weekend premium of two dollars and twenty-five cents (\$2.25) per hour shall be paid:

- (a) to Employees working a shift wherein the majority of such shift falls within a sixty-four (64) hour period commencing at fifteen hundred (1500) hours on a Friday; or
- (b) to employees working each regularly scheduled hour worked after fifteen hundred (1500) hours on a Friday provided that at least one (1) hour is worked within a sixty-four (64) hour period commencing at fifteen hundred (1500) hours on a Friday;
- (c) to Employees working all overtime hours which fall within the sixty-four (64) hour period commencing at fifteen hundred (1500) hours on a Friday.

19.02 All premiums payable under this Article shall not be considered as part of the Employee's basic rate of pay.

19.03 Where applicable, an Employee shall receive both shift differential and weekend premium in addition to basic rate of pay and overtime pay.

ARTICLE 20

NAMED HOLIDAYS

20.01 (a) The Employer will recognize the following paid Named Holidays:

New Years Day	Labour Day
Family Day	Thanksgiving Day
Good Friday	Remembrance Day
Victoria Day	Christmas Day
Canada Day	two (2) named floater holidays

- (b) To be eligible for the "Named Floater Holiday" an Employee shall be employed by the Employer on July 1st of that calendar year. The "Named Floater Holiday" shall be scheduled and taken at the discretion of the Employee.
- 20.02 In order to be entitled for payment of the foregoing holidays, an Employee must:
- (a) be employed by the Employer for thirty (30) calendar days or more immediately preceding the holiday;
 - (b) have worked the regularly scheduled shift immediately before and immediately after the holiday, and
 - (c) satisfy any other requirements of the *Alberta Employment Standards Code*.
- 20.03 Employees will be given a day off with pay in lieu of the holiday. In the alternative, all Employees will be paid the amount equal to the Employee's hourly rate at the time of the holiday multiplied by the number of hours they would ordinarily have worked if that day was not a holiday.
- 20.04 All hours worked by an Employee on a named holiday will be paid at a rate of one point five (1.5X) times the Employee's basic rate of pay.
- 20.05 In the event one or more of the paid holidays occurs during the Employee's vacation, the Employer must, if the Named Holiday is one to which the Employee would have been entitled had the Employee not been on vacation, give the Employee a Named Holiday with pay of a sum that is at least equal to the average daily wage of the Employee. The Employee will take the extra day off at the beginning or end of the vacation, if scheduled, or at another time agreed to by the Employee and the Employer.
- 20.06 An Employee shall not be entitled to payment for a Named Holiday or a day off in lieu thereof when the Employee is:
- (a) on layoff;
 - (b) in receipt of Workers' Compensation benefits;
 - (c) on an unpaid leave of absence;
 - (d) on other leaves of absence in excess of thirty (30) days;
 - (e) receiving paid sick leave or disability benefits.
- 20.07 An Employee shall be scheduled so as to provide her with days off on either Christmas or New Year's Day (generally alternating days off from year to year):
- (i) An Employee granted Christmas Day off in accordance with Article 15 shall be scheduled such that she shall have two (2) consecutive days where she shall not be obligated to work (i.e. December 24th and December 25th or December 25th and December 26th);
 - (ii) An Employee granted New Year's Day off in accordance with Article 15 shall be scheduled such that she shall have two (2) consecutive days where she shall not be obligated to work (i.e. December 31st and January 1st or January 1st and January 2nd);

- (iii) The application of Clause 20.07 shall supersede the scheduling provisions of Article 15.

An Employee may work both Christmas day and New Year's Day in a year if agreed between the Employee and Employer.

ARTICLE 21

ANNUAL VACATION

- 21.01 Employees are entitled to an annual vacation and vacation pay in accordance with their years of service as follows:

Years of Service Completed	Vacation Entitlement	Vacation Pay
Less than 1 year	2 Weeks	4% of wages
After 1 year	3 Weeks	6% of wages
After 5 years	4 Weeks	8% of wages
After 15 years	5 Weeks	10% of wages
After 20 years	6 Weeks	12% of wages

- 21.02 If an Employee is laid-off and rehired within 3 Months, the Employee does not lose previously gained vacation benefits unless the Employee was paid severance; however, the time off will not be considered in the calculation of years of service.

- 21.03 Vacation with pay shall not accrue during periods while:

- (a) on layoff; and
- (b) on unpaid absence during which she is in receipt of disability benefits or WCB payments; and
- (c) on leave of absence in excess of thirty (30) calendar days for any reason.

- 21.04 **VACATION PAY ON TERMINATION**

An Employee upon termination shall receive vacation pay at her basic rate of pay for all vacation earned.

If an Employee is terminated or resigns and is subsequently rehired more than three (3) months after the date of termination or resignation, the Employee is considered to be a new Employee at the time of rehire and loses previously accrued vacation entitlements. If an Employee who is subsequently rehired less than three (3) months after the date of termination or resignation was paid severance, the Employee is considered to be a new Employee at the time of rehire and loses previously accrued vacation entitlements.

21.05

TIME OF VACATION

- (a) Except where otherwise stated, all vacation shall be taken at a mutually agreeable time.
- (b) Vacations will be scheduled by the Employer according to operating requirements, with full consideration being given to the preference of Employees to the extent permitted by efficient operations.
- (c) For accounting and entitlement purposes, the annual vacation year is from January 1st to December 31st.
- (d) Employees shall request vacation for a given year by submitting the Employer's vacation request form by April 1st of that year. The Employer shall confirm the vacation schedule by May 1st. Failure to submit a vacation request will result in the Employer scheduling the Employee's vacation when coverage is available.
- (e) 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.
- (f) Employees may not take more than two (2) weeks of vacation time between June 1st and Labour Day.
- (g) Employees failing to schedule or use their vacation entitlement by October 1st of each year may be scheduled off at the discretion of the Executive Director.
- (h) Vacations of more than two (2) consecutive weeks shall only be granted, at the Employer's discretion, where an Employee has made the request in writing no less than three (3) months in advance.

21.06

Employees may request vacation by single days, or any combination of periods of time for vacation subject to the approval of the Employer.

21.07

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.

21.08

No Employee is responsible for making arrangements for replacements.

21.09

An Employee called back by the Employer to work during her vacation will receive overtime pay for hours worked. In addition to receiving the premium pay, the time so worked will be rescheduled as vacation leave with pay.

21.10

Vacation entitlements will not normally be carried forward from year to year except by prior written authorization of the Employer. However, provided an Employee has taken a minimum of two (2) weeks of their annual vacation entitlement, upon written request an Employee shall be permitted to maintain a level of vacation accrual up to one (1) year vacation entitlement, plus an additional five (5) days. An Employee may carry forward more than one (1) year's vacation entitlement plus five (5) additional days if mutually agreed to between the Employee and the Employer.

ARTICLE 22

SICK LEAVE AND DISABILITY

- 22.01 Sick leave is provided by the Employer for the purpose of maintaining regular earnings during absences due to illness or accidents for which compensation is not payable under the *Workers' Compensation Act* or for quarantine by a Medical Officer of Health.
- 22.02 After a Regular Employee has completed her probationary period, she shall be allowed credit for sick leave from the date of employment at the rate of one working day for each full month of employment up to a maximum credit of one hundred and twenty (120) working days, subject to the Employer's sick leave policy.
- An Employee is not entitled to apply sick leave credits prior to the completion of her probationary period.
- Sick leave shall not accrue during periods of absences in excess of one (1) month for any of:
- (a) illness;
 - (b) injury;
 - (c) layoff;
 - (d) leave of absence;
 - (e) unpaid leave while in receipt of disability benefits or WCB benefits.
- 22.03 Sick leave benefits are based only on the basic rate of pay at the time of the illness, injury, or disability. 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.
- 22.04 Employees may be required to submit proof satisfactory to the Employer of any illness, non-occupational accident, or quarantine. Such proof may include a statutory declaration.
- 22.05 When an Employee has accrued the maximum sick leave credit of one hundred and twenty (120) working days, she shall no longer accrue sick leave credits until such time as her total accumulation is reduced below the maximum. At that time she shall recommence accumulating sick leave credits.
- 22.06 For the purpose of accumulating sick leave credits, the following shall be counted as working days:
- (a) days on which the Employee is on vacation;
 - (b) days on which the Employee is on approved leave of absence with pay pursuant to the terms of this Agreement, excluding disability leave, WCB, or sick leave;

- (c) days on which the Employee is absent from work while on official Union business;
 - (d) days of work.
- 22.07 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 for any disability benefits, 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, or such shorter period acceptable to the Employer, of readiness to return to work.
- 22.08 **SICK WHILE ON VACATION:**
Should a Regular Employee be admitted to a hospital during the course of her vacation, for one (1) day or more, she shall be considered as being on sick leave for the period of hospitalization, provided the Employee has available sick time. Vacation time not taken as a result of such a stay in hospital shall be rescheduled to a mutually agreeable time.
- 22.09 The Employer shall advise an Employee in writing of her accrued sick leave credits on each bi-weekly pay cheque stub.
- 22.10 The employment of an Employee shall be terminated by the Employer after being absent from work based on medical reasons for twenty-four (24) Months.
- 22.11 The reinstatement of an Employee in accordance with this Article shall not be construed as being in violation of the posting and/or scheduling provisions of the Agreement.
- 22.12 **DISABLED EMPLOYEES**
Employees, the Union, and the Employer shall cooperate to the fullest extent to accommodate an Employee's return to work as soon as reasonably possible when the Employee is medically unable to perform some or all of the Employee's regular duties.
- 22.13 In the event an Employee sustains an injury at work or becomes affected by occupational diseases during the course of employment and becomes disabled as a result thereof, the Employer will accommodate the Employee to the point of undue hardship.
- 22.14 The Employer may require Employees to provide medical documentation verifying their absence due to disability after two (2) days of absence from work and/or when the frequency, duration, or circumstances surrounding their absence requires justification. Any cost to provide such documentation will be at the Employee's expense.

- 22.15 The Employer may require an Employee to undergo an independent evaluation to determine if any limitations are present which may affect the Employee's job performance. The Employer must pay for the independent medical evaluation and report or reimburse the Employee for their cost. The Employee will be required to sign a medical release of information to the Employer relating to the independent medical evaluation.
- 22.16 On the third and subsequent incident of illness in a calendar year, a two (2) day unpaid waiting period applies to sick leave benefits (i.e., the first two days of such incidents are without pay and paid sick leave begins on the third consecutive day of absence). This waiting period does not apply if the Employee has been hospitalized or the Employer waives it.

ARTICLE 23

HEALTH CARE BENEFITS AND INSURANCE

- 23.01 During the term of this Agreement, the Employer will maintain existing health and welfare benefits for Employees, on the same cost-shared basis, but the Employer has the right to change the benefit plan and/or benefits carriers for Employees if the changes are consistent with changes made in respect to Non-Bargaining Unit employees who receive the same benefits as Bargaining Unit Employees.
- 23.02 The Employer's health insurance and benefits plan provides Full-time and Part-time Employees and their dependents access to Life Insurance, Accidental Death and dismemberment (AD&D), medical, dental, and vision care insurance benefits. The Employee may participate in the health insurance plan subject to the terms and conditions of the applicable insurance plan.
- 23.03
- (a) Full-time and Part-time Employees who have three (3) months of service and who work a minimum of twenty (20) hours per week may elect to be enrolled in the benefits plans.
 - (b) Part-time Employees who have three (3) months of service and who work more than ten (10) hours a week but less than twenty (20) hours a week, may participate in the benefits plans on a pro-rated basis.
 - (c) The pro-rated calculation is the "Average Work Week" divided by twenty (20) hours, multiplied by the percentage of premium paid for Full-time Employees of the applicable plan. The Employee's average work week will be based on a previous six (6) month average. The average determination will be reviewed each September and March. Any changes to the average work week will apply to the following six (6) month period.

23.04 The Employer pays seventy-five percent (75%) of the cost of premiums and the Employee pays twenty-five percent (25%) of the cost of premiums. The Employee's share of premium contributions will be deducted from their pay each month.

The operation of the benefit plans shall be governed by the terms and conditions of the contracts between the Employer and the benefit insurers.

The Employer shall make information booklets available to eligible Employees who participate in the benefit plans.

23.05 The following is a summary of the coverage highlights of the Employer's group insurance program as insured by Manulife Policy 20002975 or equivalent:

Benefit Plan Highlights:

Extended Medical	<p><u>Semi-Private Hospital:</u> Included</p> <p><u>Out of country travel emergency:</u> Included, 100% - first 90 days of a trip</p> <p><u>Out of country travel assistance:</u> Included, 100% - first 90 days of a trip</p> <p><u>Ambulance :</u> Included</p> <p><u>Hearing Aids:</u> Up to \$500 every 60 Months</p> <p><u>Licensed Practitioners:</u> \$300 per year, per practitioner (examples include: chiropractor, physiotherapy, massage therapy, psychology, speech therapy, acupuncturist, naturopath, osteopath)</p> <p><u>Registered Home Nursing:</u> \$10,000 per condition, per year</p>
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Benefit Plan Highlights (continued):

Extended Medical	<p><u>Medically Necessary Appliances:</u> Included up to various internal maximums (examples include: wheelchairs, casts, splints, crutches, glucometers, custom made foot orthotics)</p> <p><u>Accidents to Natural Teeth:</u> Included, 100%</p> <p><u>Survivor Benefit:</u> 24 Months</p>
Life Insurance and Accidental Death & Dismemberment	<p>Covered for 100% of annual base earnings to a minimum of \$35,000 and up to a maximum of \$200,000</p> <p>Coverage terminates at age 70 or retirement</p>
Dependent Life Insurance	<p>\$5,000 spouse / \$2,500 each dependent child</p>
Pay Direct Drug Card	<p>Covers eligible drugs legally requiring a written prescription</p> <p>Pays 80% for drugs listed on the National Formulary and 50% for all other eligible drug expenses</p> <p>Survivor Benefit 24 Months</p>
Medical	<p>No annual deductible</p> <p>Pays 80% of eligible expenses, except as noted</p>
Vision Care	<p>Pays \$200 every 24 Months for adults and \$200 every 12 Months for dependent children towards the purchase of prescription glasses and/or contact lenses</p> <p>Eye Examinations also eligible, one every 24 Months for adults and one every 12 Months for dependent children up to reasonable and customary maximum</p> <p>Survivor Benefit 24 Months</p>

Benefit Plan Highlights (continued):

Dental	<p>No annual deductible</p> <p>Pays 80% of basic preventative expenses (<i>x-rays, cleaning, polishing, fluoride treatments, fillings, extractions, endodontics, periodontics</i>)</p> <p>Pays 50% of major restorative expenses (<i>caps, crowns, bridgework, dentures</i>)</p> <p>Pays 50% of orthodontic expenses for dependent children under 19 years of age</p> <p>Maximum of \$1,500 per person, per year for basic preventative and major restorative expenses combined</p> <p>Maximum of \$1,500 lifetime per dependent child for orthodontic expenses</p> <p>Recall examinations (routine check ups) eligible once every 6 Months</p> <p>Current Fee Guide in the Province where expenses incurred</p> <p>Survivor Benefit 24 Months</p>
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ARTICLE 24

LAYOFF AND RECALL

- 24.01 The Employer may Layoff Employees for up to six (6) months where there is a shortage of work.
- 24.02 NOTICE OF LAYOFF
- (a) Where, in the opinion of the Employer, it becomes necessary to displace an Employee due to a reduction of the work force, the Employer will notify the Employee in writing at least five (5) calendar days prior to the date of Layoff.

- (b) Where the Layoff results from an act of God or emergency such as fire or flood or any other circumstances beyond the control of the Employer, the five (5) calendar days' notice is not required.
- (c) Employees will be laid off in reverse order of seniority.

24.03

APPLICATION

In this provision, Classification means all Classifications and Status means Full-time or Part-time.

- (a) Layoffs will occur in reverse order of seniority in the affected classifications, provided the Employees have the skill and ability to perform the remaining work.
- (b) A laid off Regular Employee may displace a less senior Employee in the Bargaining Unit in a different classification, provided the Employee is able to perform the remaining work.

24.04

EMPLOYEE BENEFIT COVERAGE DURING LAYOFF

- (a) The Employer shall make payment for its share of the full premium of benefits on behalf of a laid off Employee for a maximum of one (1) month's premium.
- (b) Employees laid off for more than one (1) month may, with the assistance of the Employer, make prior arrangements for payment of the full premiums of the benefits.

24.05

RECALL

- (a) Employees will be recalled in reverse order of layoff provided that the remaining Employees have the skills, training, knowledge, and ability to perform the work. Employees shall maintain recall rights for up to six (6) months from the date of the layoff notice.
- (b) A recall offer will be made by delivery or registered mail to the last known address of the laid off Employee. In the event an Employee fails to report for work within seven (7) days from the date of mailing or delivering the recall offer, the Employer's recall obligations will cease unless the Employee is prevented from reporting on account of sickness or an emergency involving the Employee or the Employee's immediate family, in which case the Employee must notify the Employer by registered mail or delivery within the above seven (7) day period.
- (c) After 6 months of layoff, the Employer must pay the Employees severance pay pursuant to Clause 24.09 of this Agreement.
- (d) No new Regular Employees will be hired where there are other Employees who are on layoff, provided the work requirements can be satisfied by the laid off Employees.

24.06

An Employee's rights while on layoff shall be limited to the right of recall.

24.07

Employment shall be deemed terminated when an Employee does not return from layoff when notified to do so.

24.08

CASUAL SHIFTS

- (a) Regular Employees who have been reduced in regular hours of work based on a shortage of work and Employees on layoff shall indicate in writing on a regular basis to the Employer their availability to work casual shifts.
- (b) Regular Employees who have been laid off shall be given the opportunity to work casual shifts, provided they are capable of performing the work in question.
- (c) Regular Employees on layoff who refuse casual shifts may do so without adversely impacting their recall rights.

24.09

In the event of layoff resulting in permanent reductions of Regular Employees, notice or pay in lieu of notice shall be granted in accordance with the following severance schedule:

- (a)
 - (i) one (1) week, if the Employee has been employed by the Employer for more than 3 months but less than two (2) years;
 - (ii) two (2) weeks, if the Employee has been employed by the Employer for two (2) years or more but less than four (4) years;
 - (iii) four (4) weeks, if the Employee has been employed by the Employer for four (4) years or more but less than six (6) years;
 - (iv) five (5) weeks, if the Employee has been employed by the Employer for six (6) years or more but less than eight (8) years;
 - (v) six (6) weeks, if the Employee has been employed by the Employer for eight (8) years or more but less than ten (10) years; and
 - (vi) eight (8) weeks, if the Employee has been employed by the Employer for ten (10) years or more.
- (b) Payments under Clause 24.09 must be paid to an Employee at the time of termination, and an Employee who accepts such payments has no further rights to recall.

ARTICLE 25

DISCIPLINE, DISMISSAL AND RESIGNATION

25.01

Except as stated otherwise in this Agreement, no Employee shall be disciplined or dismissed except for just cause only.

25.02 MINOR POLICY VIOLATIONS

Without restricting the Employer's right to discipline or dismiss an Employee for just cause, based upon the circumstances of a particular case, the Parties agree to the principle of progressive discipline.

In particular, it is expected that Minor Policy Violations will be taken through the progressive discipline procedure, subject to extenuating circumstances. Failure to change behaviour or improve compliance with Employer policy on an ongoing basis may result in dismissal with just cause.

25.03 SIGNIFICANT POLICY VIOLATIONS

Where appropriate, including in the event of a Significant Policy Violation, the steps in the progressive discipline process may be bypassed. Such behaviour will normally result in a final written warning or immediate suspension, and may result in dismissal, depending on the nature and severity of the offence. Failure to change behavior or improve compliance with Employer policy may result in dismissal with just cause.

25.04 It is expressly understood and agreed that the specific penalty shall be dismissal for resident abuse, and the sole Arbitrator or the Arbitration Board has no power to overturn such dismissal if the Employer can demonstrate the Employee's involvement in this form of misconduct; however, damages may be awarded if determined to be warranted.

25.05 DISCLOSURE

Where the Employer's investigation results in discipline against an Employee, the discipline shall be issued in the presence of the Employee and a Union Representative. The Parties recognize the principle of disclosure of information in matters resulting in discipline and the Employee's right to be represented by a Union Representative.

25.06 In the event an Employee is given a written warning, it shall be within ten (10) days of the date the Employer concludes its investigation unless extenuating circumstances exist. A written warning that is grieved and determined to be unjustified shall be removed from the Employee's record.

In the event an Employee is suspended or dismissed, the Employer shall provide written reasons for the suspension or dismissal to the Employee and the Union within ten (10) days, unless extenuating circumstances exist, of the action being taken. The action of suspension or dismissal shall be within ten (10) days of the date, unless extenuating circumstances exist, that the Employer concludes their investigation. When action involves a suspension, the notice shall specify the time period of the suspension

25.07

EMPLOYEE FILE

By an appointment made at least one (1) working day in advance, excluding weekends and holidays, an Employee may have reasonable access to view his/her personnel file at HCN – Revera Lessee (Aspen Ridge) LP.

An Employee may be accompanied by a Union Representative when viewing her personnel file.

- (a) Subject to the provisions of the *Alberta Personal Information Protection Act*, S.A. 2003, c. P-6.5, an Employee shall be given a copy of the contents of her personnel file upon request, provided that he/she first pays to the Employer a reasonable fee, established by the Employer to cover the cost of copying.
- (b) In the case of a grievance, the fee prescribed shall be waived where the Employee requests a copy of material related to the grievance.

An Employee who has been subject to disciplinary action may after two (2) years of continuous service from the date the disciplinary measure was invoked, request in writing that her personnel file be cleared of any record of disciplinary action. Such request shall be granted provided the Employee's file does not contain any further record of disciplinary action during the two (2) year period of which the Employee is aware.

The Employer will make reasonable arrangements to have an Employee's personnel file made available at the Residence and at a reasonable time for the Employee to examine her file, upon a request for the same being made by the Employee, once in every year and as well in the event of a grievance. The Employee may request a Union Representative to be present at the time of the examination. The Employer may appoint a designate to supervise the Employee's examination of the file.

25.08

If the Employer schedules a disciplinary discussion or investigation with an Employee, the Employee may be accompanied by a Union Representative, at the request of the Employee.

This does not apply in the case of suspension with pay pending investigation.

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. The Employer will advise an Employee of their right to be accompanied by a Union representative at such discussions or investigations.

An Employee that is to be interviewed with regards to an incident that may lead to disciplinary action shall be given twenty-four (24) hours notice of the time and location of such interview.

25.09

In the event an Employee is reported to her licensing body by the Employer or reported by the resident or family, the Employee shall be so advised, and a written copy shall be forwarded to the Union.

- 25.10 An Employee absent for three (3) consecutive work days without notifying the Employer shall be considered to have vacated her Position, except where the Employee subsequently provides reasons acceptable to the Employer.
- 25.11 Fourteen (14) calendar days' notice in writing shall be given by the Employee resigning from the Employer, unless the Employer accepts less notice.
- 25.12 The Employee shall sign all notices of discipline, for the sole purpose of indicating she is aware of the discipline. It is deemed notification when the Employee refuses to sign.
- 25.13 **GRIEVANCES**
- (a) A grievance concerning the dismissal of employment of a Probationary Employee or Casual Employee, may be subject to the Grievance Procedure except that it shall not be a subject of arbitration at Step 3. The decision given at Step 2 shall be final and binding on the Employee and Parties.
 - (c) Except as described in (a), or where stated elsewhere in this Agreement, all matters of discipline and dismissal are subject to the grievance and arbitration provisions of this Agreement.

ARTICLE 26

INJURED/DISABLED EMPLOYEES AND WORKERS' COMPENSATION

- 26.01
- (a) An Employee injured in an accident shall be paid for the remainder of the regular day at the Employee's regular hourly rate of pay.
 - (b) It is not the intent of the above provision to make the Company responsible for the payment of such time which is covered by the Workers' Compensation Board.
 - (c) In the event an Employee sustains an injury at work, or becomes affected by occupational diseases during the course of employment and becomes disabled as a result thereof, every reasonable effort will be made by the Employer to accommodate the Employee to the point of undue hardship.
- 26.02 The Employer may require Employees to provide medical documentation verifying their absence due to illness or disability after two (2) days of absence from work and/or when the frequency, duration, or circumstances surrounding their absence requires justification. Any cost to provide such documentation will be at the Employee's expense.
- 26.03 The Employer may require an Employee to undergo an independent evaluation to determine if any limitations are present which may affect the Employee's job performance. The Employer must pay for the independent medical evaluation and report or reimburse the Employee for their cost. The Employee will be required to sign a medical release of information to the Employer relating to the independent medical evaluation.
- 26.04 Workers' Compensation Board coverage will be provided by the Employer for Employees in accordance with its legal obligations.

- 26.05 (a) Injured Employees will be eligible to apply for sick leave benefits in accordance with the Employer's policies. During the period of time an injured Employee is waiting for receipt of WCB benefits, sick leave benefits will be payable by the Employer provided:
- (i) the Employee has sick leave credits available;
 - (ii) the Employee meets the eligibility requirements for sick leave; and
 - (iii) 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.
- 26.06 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.
- 26.07 Employees and the Union will cooperate with the Employer in seeking to accommodate an Employee's return to work as soon as reasonably possible when the Employee is unable to perform some or all of her duties or has been absent from work because of illness, injury, or disability. Employees will comply with the Employer's Return to Work Program.
- 26.08 DUTY TO ACCOMMODATE
- An Employee who has been 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 some or all of the duties of her former Position, shall provide the Employer with written notice of readiness to return to work. The Employer may accommodate return to work where agreeable between the Employer, the Union and the Employee.

ARTICLE 27

JOB CLASSIFICATIONS

- 27.01 The Employer shall provide job descriptions for all Classifications listed in the Wage Schedule "A"- Rates of Pay and shall be available to each Employee upon request. Copies of all such documents shall be provided to the Union upon request, and whenever changes are made.
- 27.02 NEW CLASSIFICATIONS OR CHANGE TO EXISTING CLASSIFICATIONS
- (a) In the event that the Employer creates a new Classification, which is not listed, or the Employer substantially changes the Classification criteria in a Classification listed in the Salaries Appendix the following will occur:

- (i) The Employer shall provide Classification criteria for the new Classification or changed Classification to the Union. The Employer shall establish the Basic Rate of Pay for the new or changed Classification.
- (ii) The Employer shall notify the Union of the Basic Rate of Pay for the new or changed Classification as established by the Employer.
- (iii) The Employer and the Union shall meet to negotiate the Basic Rate of Pay for the new or changed Classification established by the Employer.
- (iv) If a satisfactory conclusion to such negotiations is not reached, the Union shall have fourteen (14) calendar days to refer, in writing, the matter of Basic Rate of Pay for the new Classification established by the Employer to Arbitration in accordance with - Step 4 Grievance Procedure.

27.03

WORKING IN ANOTHER CLASSIFICATION

- (a) In the event that the Employer assigns an Employee to work for a full Shift or more in a Classification with a higher basic rate of pay, such Employee, while working in the higher rated Classification, shall be paid the basic rate of pay for the period of time working in the higher rated Classification.
- (b) In the event that the Employer assigns an Employee to work in a Classification with a lower basic rate of pay, such Employee, while working in the lower rated Classification, 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 of six (6) months, whichever is earlier, at which time she will then receive the basic rate of pay for the Classification in which she is working.

ARTICLE 28

OCCUPATIONAL HEALTH AND SAFETY

28.01

The Employer and the Union agree that safety in the workplace and the protection of all Employees are of primary importance, and they agree to maintain high standards of health and safety at the Residence in order to prevent work injury and illness. Safety is a shared responsibility, and the participation of all Employees to improve safety practices and conditions is encouraged and expected.

The Employer, the Union, and Employees will comply with the applicable Workplace Safety and Health requirements as stipulated by the *Alberta Occupational Health and Safety Act*.

- (a) The Employer agrees to make practicable provisions for the safety and health of its Employees during the hours of their employment. Such provisions will be made known to all Employees at the time of hire.

- (b) The Union undertakes to give full support to these objectives by promoting a safety consciousness and a personal sense of responsibility among its membership.
 - (c) It is the intent of the Parties to achieve working conditions that are safe and healthy.
- 28.02
- (a) The Union recognizes and the Employer accepts the responsibility to make adequate and reasonable provisions for the safety and health of the Employees during the hours of their employment.
 - (b) The Union will assist the Employer in carrying out any reasonable accident prevention program.
 - (c) Upon the request of the Union, the Safety Committee shall investigate and report as soon as possible on the nature and cause of the accident or injury.
- 28.03 The Committee shall meet at least quarterly or more frequently if required by either party at a mutually acceptable hour and date.
- 28.04 The Committee shall be established and the Union will have the right to designate up to three (3) members of the Bargaining Unit as members of this Committee.
- 28.05 The basic rate of pay will be paid to such Employees for time spent in attendance at a meeting of the Committee.
- 28.06 The Employer will ensure Employee representatives are required to participate in the Occupational Health and Safety Committee, whose responsibilities include regular meetings and safety inspections, hazard identification and reporting, hazard controls and training, and recommendations for improved workplace safety.
- 28.07 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 Work will be performed in any secured area of the Residence in a manner consistent with the Working Alone regulations under the *Occupational Health and Safety Act*.
- 28.09 The Employer, the Employees, and the Union will cooperate to the fullest extent in the matter of occupational health, safety, accident prevention, and return to work.

ARTICLE 29

TRANSPORTATION ALLOWANCE

- 29.01 When an Employee is assigned duties necessitating the use of her private automobile and the Employee agrees to use her own automobile for Employer business, she shall be reimbursed at the rate of forty-five cents (\$0.45) per kilometer or the HCN – Revera Lessee (Aspen Ridge) LP Policy rates (whichever is greater).

ARTICLE 30

JOINT COMMITTEE: UNION-EMPLOYER RELATIONS

- 30.01 There shall be a single Employee Management Advisory Committee (EMAC) at the Residence.
- 30.02 The EMAC shall meet at least quarterly.
- 30.03 The Chapter Union Representative shall provide the names of up to three (3) elected Employees and the Employer shall provide the names of up to three (3) appointed Representatives to sit on the EMAC.
- 30.04 The desired functions of the EMAC are to examine and make recommendations regarding the concerns of Employees and other matters related to employment, which are not covered within the Agreement, including the concerns of Employees or the Employer relative to resident care (including staffing issues). When the EMAC deals with matters of professional responsibility, steps will be taken to protect resident confidentiality and privacy under statute.
- 30.05 An Employee shall be paid her basic rate of pay for attendance at EMAC meetings.

ARTICLE 31

REGISTERED RETIREMENT SAVINGS PLAN (RRSP)

- 31.01 The Employer will maintain an Employer administered, and Employee self-directed, Registered Retirement Savings Plan ("RRSP") for Regular Full-time and Regular Part-time Employees. Participation will be on a voluntary basis.
- 31.02 Employees on the Employer's payroll as of the date of Notice of Ratification of this Agreement are eligible to enroll in the RRSP without an eligibility period. For persons hired on and after the date of ratification, the eligibility period is six (6) months service or nine hundred and seventy-five (975) hours' worked, whichever is the greater.
- 31.03 Employees who wish to participate may contribute to the RRSP, which will be matched by the Employer on a dollar-for-dollar basis, up to a maximum of two percent (2%) of the Employee's earnings.

ARTICLE 32

REGULAR PART-TIME EMPLOYEES

- 32.01 All provisions of this Agreement shall apply to Regular Part-time Employees, except as modified in this Agreement.

32.02 HOURS OF WORK

- (a) Regular Part-time Employees may work additional Shifts beyond scheduled hours.
- (b) Where a Regular Part-time Employee volunteers or agrees when requested, to work additional Shifts, she shall be paid her basic rate of pay for such hours, or if applicable, at the overtime rate.
- (c) Regular hours of work for a Regular Part-time Employee are up to seven point five (7.5) hours per day, exclusive of meal periods.

32.03 Part-time Employees are not eligible for overtime until they have worked more than seven point five (7.5) hours in a day, exclusive of meal periods.

32.04 Part-time Employees shall be compensated after seventy-five (75) hours in a two (2) week shift cycle, at the applicable overtime rate as per Article 16 or with time off in lieu at a mutually agreeable time to be taken.

ARTICLE 33

TEMPORARY EMPLOYEES

33.01 Except as modified in this Agreement, all provisions of this Agreement shall apply to Temporary Employees.

33.02 EMPLOYEE HEALTH BENEFITS PLAN

The provisions of Article 23 (Employee Health Benefits Plan), shall apply to Temporary Employees after the completion of twelve (12) months of service, and whose regular hours of work exceed fifteen (15) hours per week averaged over one complete cycle of the shift schedule.

33.03 LAYOFF AND RECALL

A Temporary Employee shall not have the right to grieve when no longer required in the temporary Position, or upon expiry of the temporary Position.

ARTICLE 34

CASUAL EMPLOYEES

34.01 All provisions of this Article and this Agreement shall apply to Casual Employees, except where modified in this Agreement.

34.02 Casual Employees are not guaranteed any hours of work or any scheduled shifts. No Casual Employee shall be scheduled except with her consent.

34.03 When a Casual Employee is not notified in advance that a shift has been cancelled and reports for work, the Employee will be paid three (3) hours at the basic rate of pay. The Employer may require the Employee to perform work during that time.

34.04 (a) Each pay period, Casual Employees shall be paid four point four percent (4.4%) of their regular earnings paid at the basic rate of pay, in lieu of Named Holidays.

- (b) A Casual Employee required to work on a Named Holiday shall be paid for all hours worked at one point five times (1.5X) her basic rate of pay.
- 34.05 Casual Employees shall be paid four percent (4%) of their regular earnings paid at the basic rate of pay as vacation pay.
- 34.06 APPOINTMENTS, TRANSFERS AND PROMOTIONS
- (a) Subject to the criteria established in Article 13 of this Agreement, an applicant for regular employment who has experience with the Employer as a Casual Employee within the Bargaining Unit shall be given preference over external applicants (subject to Sub-Clause 13.03(b) of the Agreement).
- (b) All applicants for a posted transfer, promotion and/or vacancy, shall be informed in writing of their acceptance or rejection within five (5) working days of the date of appointment.
- 34.07 Casual Employees do not accrue seniority.
- 34.08 The Layoff and Recall provisions do not apply to Casual Employees.
- 34.09 Regular hours of work for a Casual Employee are up to seven point five (7.5) hours per day, exclusive of meal periods. Casual Employees are not eligible for overtime until they have worked more than seven point five (7.5) hours in a day, exclusive of meal periods.
- 34.10 In addition to the foregoing, the following provisions or entitlements of this Agreement do not apply to Casual Employees: Sick Leave, all benefits (including Retirement Savings Plans and Health Care and Insurance benefits), Named Holiday, Annual Vacation, and Shift schedules.

ARTICLE 35

TEMPORARY ASSIGNMENT AND IN CHARGE PAY

- 35.01 An hourly premium of two dollars (\$2.00) per hour for the full Shift shall be paid in addition to the basic rate of pay where:
- (a) on an evening or night shift from Monday to Sunday, the Employer designates a Licensed Practical Nurse to be responsible for the Residence; or
- (b) an Employee is required to be responsible for security of the Residence or is required to carry a pager or cellular telephone for security purposes and conducting security checks in the Residence or other duties and responsibilities.
- 35.02 Where the Employer designates a Licensed Practical Nurse to be responsible for supervision and staffing, clinical coordination and/or other administrative duties, as may be required, she shall be paid an hourly premium of two dollars (\$2.00) for the full Shift.
- 35.03 When an Employee is assigned to replace another person in an out-of-scope Position at a more senior level for one full Shift or longer, the Employee shall be paid an additional \$2.00 per hour for the full Shift.

35.04 There will be no overtime premium paid on the premiums in this Article.

35.05 PRECEPTOR PAY

A Licensed Practical Nurse assigned by the Employer to act as a Preceptor for students in the Licensed Practical Nurse program shall receive an additional sixty-five cents (\$0.65) per hour. The Employer will give consideration to those Employees who express interest in participation in this program.

"Preceptor" shall mean a Licensed Practical Nurse who is assigned to supervise, educate and evaluate students in the Licensed Practical Nurse program.

35.06 LICENSED PRACTICAL NURSING PROFESSIONAL DEVELOPMENT

All Employees employed by the Employer, designated pursuant to the Health Professions Act as amended and working as a Licensed Practical Nurse, upon request, shall be granted a maximum of two (2) professional development days annually for professional development related to nursing skills, at the basic rate of pay.

Such Professional Development days are not cumulative from year to year.

Such Employee shall be advised, prior to taking any professional development days of any transportation, registration fees, subsistence and other expenses that will be paid by the Employer.

ARTICLE 36

UNIFORMS AND PROTECTIVE APPAREL

36.01 All protective clothing and safety equipment shall be supplied by the Employer as required by the *Occupational Health and Safety Act*.

36.02 The Employer shall pay each Regular Employee an annual taxable clothing allowance of seventy-five dollars (\$75.00), payable the first pay period after January 1st of each calendar year.

36.03 Employees shall furnish, supply and maintain their own everyday work apparel subject to the Employer's dress code policy.

36.04 The Employer will furnish uniforms without charge when the Employer designates the Employees wear a specific uniform. These uniforms remain the property of the Employer and shall not be worn other than on duty.

36.05 The nature, colour and style of the uniforms and the requirements of each group of Employees in respect thereto shall be determined by the Employer.

ARTICLE 37

LOCKERS

37.01 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. All Employee personal effects are to be stored in the Employee's locker during the Employee's shift.

ARTICLE 38

HANDLING CASH RECEIPTS AND DISBURSEMENTS

- 38.01 An Employee whose work responsibilities include handling cash will exercise caution and care in balancing receipts and disbursements and will comply with relevant Employer policies, but shall not be required to reimburse the Employer for shortages unless the Employee is terminated with just cause for theft (subject to the grievance procedure).
- 38.02 If there are recurring cash shortages, the Employees and Employer will cooperate in measures to reduce shortages, in addition to steps required to manage Employees.

ARTICLE 39

ON CALL AND CALL BACK

- 39.01 An Employee who is called out to work outside of her scheduled hours shall be paid the applicable rate of pay for the number of hours worked or three (3) hours, whichever is greater.

ARTICLE 40

GENERAL PROVISIONS

- 40.01 Any notice required hereunder to be given, shall be deemed to have been sufficiently served if personally delivered, mailed in a prepaid registered envelope or faxed with confirmed receipt addressed as follows:
- (a) In the case of the Employer, to:
Executive Director
HCN – Revera Lessee (Aspen Ridge) LP
3100 – 22 Street
Red Deer, AB T4R 3N7
FAX: (403) 341-5544
 - (b) In the case of the Union, to:
The President
Alberta Union of Provincial Employees
10451 - 170th Street
Edmonton, AB T5P 4S7
FAX: (780) 930-3392
- 40.02 This Agreement shall be interpreted according to the laws of the Province of Alberta and the applicable laws of Canada. In the event that 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.

- 40.03 In the event any provision of this 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 Agreement.
- 40.04 In the event that any articles or portions of this Agreement are determined to be improper or invalid by a court of law, arbitrator, or labour tribunal, such decision shall not invalidate any portions of this Agreement other than those directly specified by such decision to be invalid, improper, or otherwise unenforceable, and the remainder of the Agreement continues in full force and effect. If required in such cases, the provision so affected shall be altered or amended forthwith in a manner agreeable to both Parties.
- 40.05 Any changes deemed necessary in the Agreement shall be made by mutual agreement at any time during the existence of this Agreement. Such changes shall be in writing and duly signed by authorized agents of the Parties.
- 40.06 Where a conflict exists between a provision contained in this Agreement and the subject matter is covered by the Employer's policies, regulations, guidelines, or directives, the Agreement shall apply.
- 40.07 Throughout this 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, and vice-versa, unless the context otherwise requires.
- 40.08 "Shall" shall be interpreted to be mandatory rather than directory.
- 40.09 "Arbitration" shall take meaning from the appropriate section of the *Code* dealing with the resolution of a dispute or difference under this Agreement.

WAGE SCHEDULE - APPENDIX "A"
CURRENT RATES OF PAY (Effective February 1, 2015)

	Start Rate	3 Months or 450 hours	Step 1 = 1800 hours	Step 2 = 3600 hours	Step 3 = 5400 hours	Step 4 = 7200 hours	Step 5 = 9000 hours
Position	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7
Receptionist	\$15.90	\$16.12	\$16.18	\$16.66	\$17.17	\$17.69	\$18.21
Dining Servicers	\$15.39	\$15.61	\$15.78	\$16.25	\$16.75	\$17.24	\$17.76
Housekeepers	\$15.39	\$15.61	\$15.78	\$16.25	\$16.75	\$17.24	\$17.76
Laundry Worker	\$14.17	\$14.39	\$14.56	\$15.00	\$15.44	\$15.90	\$16.40
Building Services Assistant - (Non-Certified)	\$16.00	\$16.22	\$16.39	\$16.88	\$17.38	\$17.91	\$18.45
Building Services Assistant - (Certified)	\$19.40	\$19.96	\$20.91	\$21.56	\$22.22	\$22.91	\$23.62
Activities Assistant	\$16.06	\$16.28	\$16.45	\$16.94	\$17.44	\$17.98	\$18.51
Bus Driver	\$16.06	\$16.28	\$16.45	\$16.94	\$17.44	\$17.98	\$18.51
Cook Certified with papers	\$19.17	\$19.39	\$19.56	\$20.13	\$20.72	\$21.33	\$21.95
Cook (uncertified)	\$18.41	\$18.62	\$18.79	\$19.36	\$19.93	\$20.54	\$21.15
Cook's Helper	\$15.39	\$15.61	\$15.78	\$16.48	\$16.97	\$17.49	\$18.02
Dishwasher and Utility Worker	\$12.36	\$12.57	\$12.74	\$13.03	\$13.32	\$13.61	\$13.90
Health Care Aide	\$19.25	\$19.44	\$19.57	\$20.16	\$20.77	\$21.39	\$22.38
Licensed Practical Nurse (LPN)	\$26.58	\$26.86	\$27.09	\$27.68	\$28.39	\$29.16	\$30.33

Effective February 1, 2016 – 2% wage increase

	Start Rate	3 Months or 450 hours	Step 1 = 1800 hours	Step 2 = 3600 hours	Step 3 = 5400 hours	Step 4 = 7200 hours	Step 5 = 9000 hours
Position	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7
Receptionist	16.22	16.44	16.50	16.99	17.51	18.04	18.57
Dining Servicers	15.70	15.92	16.10	16.58	17.09	17.58	18.12
Housekeepers	15.70	15.92	16.10	16.58	17.09	17.58	18.12
Laundry Worker	14.45	14.68	14.85	15.30	15.75	16.22	16.73
Building Services Assistant - (Non-Certified)	16.32	16.54	16.72	17.22	17.73	18.27	18.82
Building Services Assistant - (Certified)	19.79	20.36	21.33	21.99	22.66	23.37	24.09
Activities Assistant	16.38	16.61	16.78	17.28	17.79	18.34	18.88
Bus Driver	16.38	16.61	16.78	17.28	17.79	18.34	18.88
Cook Certified with papers	19.55	19.78	19.95	20.53	21.13	21.76	22.39
Cook (uncertified)	18.78	18.99	19.17	19.75	20.33	20.95	21.57
Cook's Helper	15.70	15.92	16.10	16.81	17.31	17.84	18.38
Dishwasher and Utility Worker	12.61	12.82	12.99	13.29	13.59	13.88	14.18
Health Care Aide	19.64	19.83	19.96	20.56	21.19	21.82	22.83
Licensed Practical Nurse (LPN)	27.11	27.40	27.63	28.23	28.96	29.74	30.94

Effective February 1, 2017 – 2% wage increase

	Start Rate	3 Months or 450 hours	Step 1 = 1800 hours	Step 2 = 3600 hours	Step 3 = 5400 hours	Step 4 = 7200 hours	Step 5 = 9000 hours
Position	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7
Receptionist	16.54	16.77	16.83	17.33	17.86	18.40	18.94
Dining Servicers	16.01	16.24	16.42	16.91	17.43	17.93	18.48
Housekeepers	16.01	16.24	16.42	16.91	17.43	17.93	18.48
Laundry Worker	14.74	14.97	15.15	15.61	16.06	16.54	17.05
Building Services Assistant - (Non-Certified)	16.65	16.87	17.05	17.56	18.08	18.64	19.20
Building Services Assistant - (Certified)	20.19	20.77	21.76	22.43	23.11	23.84	24.57
Activities Assistant	16.71	16.94	17.12	17.63	18.15	18.71	19.26
Bus Driver	16.71	16.94	17.12	17.63	18.15	18.71	19.26
Cook Certified with papers	19.94	20.18	20.35	20.94	21.55	22.20	22.84
Cook (uncertified)	19.16	19.37	19.55	20.14	20.74	21.37	22.00
Cook's Helper	16.01	16.24	16.42	17.15	17.66	18.20	18.75
Dishwasher and Utility Worker	12.86	13.08	13.25	13.55	13.86	14.16	14.46
Health Care Aide	20.03	20.23	20.36	20.97	21.61	22.26	23.29
Licensed Practical Nurse (LPN)	27.65	27.95	28.18	28.79	29.54	30.33	31.56

Effective October 1, 2017 – Alberta Minimum Wage Act Adjustments

	Start Rate	3 Months or 450 hours	Step 1 = 1800 hours	Step 2 = 3600 hours	Step 3 = 5400 hours	Step 4 = 7200 hours	Step 5 = 9000 hours
Position	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7
Receptionist	16.54	16.77	16.83	17.33	17.86	18.40	18.94
Dining Servicers	16.01	16.24	16.42	16.91	17.43	17.93	18.48
Housekeepers	16.01	16.24	16.42	16.91	17.43	17.93	18.48
Laundry Worker	14.74	14.97	15.15	15.61	16.06	16.54	17.05
Building Services Assistant - (Non-Certified)	16.65	16.87	17.05	17.56	18.08	18.64	19.20
Building Services Assistant - (Certified)	20.19	20.77	21.76	22.43	23.11	23.84	24.57
Activities Assistant	16.71	16.94	17.12	17.63	18.15	18.71	19.26
Bus Driver	16.71	16.94	17.12	17.63	18.15	18.71	19.26
Cook Certified with papers	19.94	20.18	20.35	20.94	21.55	22.20	22.84
Cook (uncertified)	19.16	19.37	19.55	20.14	20.74	21.37	22.00
Cook's Helper	16.01	16.24	16.42	17.15	17.66	18.20	18.75
Dishwasher and Utility Worker	13.60	13.60	13.60	13.60	13.86	14.16	14.46
Health Care Aide	20.03	20.23	20.36	20.97	21.61	22.26	23.29
Licensed Practical Nurse (LPN)	27.65	27.95	28.18	28.79	29.54	30.33	31.56

Effective February 1, 2018 – 2% wage increase

	Start Rate	3 Months or 450 hours	Step 1 = 1800 hours	Step 2 = 3600 hours	Step 3 = 5400 hours	Step 4 = 7200 hours	Step 5 = 9000 hours
Position	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7
Receptionist	16.87	17.10	17.17	17.68	18.21	18.77	19.32
Dining Servicers	16.33	16.56	16.75	17.25	17.78	18.29	18.85
Housekeepers	16.33	16.56	16.75	17.25	17.78	18.29	18.85
Laundry Worker	15.03	15.26	15.45	15.92	16.38	16.87	17.39
Building Services Assistant - (Non-Certified)	16.98	17.21	17.39	17.91	18.40	19.01	19.58
Building Services Assistant - (Certified)	20.50	21.18	22.19	22.88	23.57	24.32	25.06
Activities Assistant	17.04	17.28	17.45	17.98	18.51	19.07	19.64
Bus Driver	17.04	17.28	17.45	17.98	18.51	19.07	19.64
Cook Certified with papers	20.34	20.58	20.76	21.36	21.98	22.63	23.29
Cook (uncertified)	19.53	19.76	19.94	20.54	21.15	21.80	22.44
Cook's Helper	16.33	16.56	16.75	17.49	18.01	18.56	19.12
Dishwasher and Utility Worker	13.60	13.60	13.60	13.82	14.14	14.44	14.75
Health Care Aide	20.43	20.63	20.77	21.39	22.04	22.71	23.76
Licensed Practical Nurse (LPN)	28.20	28.51	28.74	29.36	30.13	30.94	32.19

Effective October 1, 2018 – Alberta Minimum Wage Act Adjustments

	Start Rate	3 Months or 450 hours	Step 1 = 1800 hours	Step 2 = 3600 hours	Step 3 = 5400 hours	Step 4 = 7200 hours	Step 5 = 9000 hours
Position	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7
Receptionist	16.87	17.10	17.17	17.68	18.21	18.77	19.32
Dining Servicers	16.33	16.56	16.75	17.25	17.78	18.29	18.85
Housekeepers	16.33	16.56	16.75	17.25	17.78	18.29	18.85
Laundry Worker	15.03	15.26	15.45	15.92	16.38	16.87	17.39
Building Services Assistant - (Non-Certified)	16.98	17.21	17.39	17.91	18.40	19.01	19.58
Building Services Assistant - (Certified)	20.50	21.18	22.19	22.88	23.57	24.32	25.06
Activities Assistant	17.04	17.28	17.45	17.98	18.51	19.07	19.64
Bus Driver	17.04	17.28	17.45	17.98	18.51	19.07	19.64
Cook Certified with papers	20.34	20.58	20.76	21.36	21.98	22.63	23.29
Cook (uncertified)	19.53	19.76	19.94	20.54	21.15	21.80	22.44
Cook's Helper	16.33	16.56	16.75	17.49	18.01	18.56	19.12
Dishwasher and Utility Worker	15.00	15.00	15.00	15.00	15.00	15.00	15.00
Health Care Aide	20.43	20.63	20.77	21.39	22.04	22.71	23.76
Licensed Practical Nurse (LPN)	28.20	28.51	28.74	29.36	30.13	30.94	32.19

Deleted the range of wage rates for Health Care Aide (non-certified) and substitute with Caregiver Letter of Agreement

SALARIES SCHEDULES INCREASE

Effective Date

February 1, 2016	Increase each rate of pay in the salary schedule by two (2.0%) percent above 2015 rates of pay;
February 1, 2017	Increase each rate of pay in the salary schedule by two (2.0%) percent above 2016 rates of pay;
October 1, 2017	If the minimum wage changes on October 1, 2017 to \$13.60, as currently legislated, this wage will be increased to the new minimum wage rate as of that date. If the increase is altered by legislation to a different rate than \$13.60, these employees shall have their wage increased to that changed rate, or by the general wage increase percentage applicable to that year (whichever is great) so that these employees will receive at least the same general wage increase for that year.
February 1, 2018	Increase each rate of pay in the salary schedule by two (2.0%) percent above 2017 rates of pay;
October 1, 2018	If the minimum wage changes on October 1, 2018 to \$15.00, as currently legislated, this wage will be increased to the new minimum wage rate as of that date. If the increase is altered by legislation to a different rate than \$15.00, these employees shall have their wage increased to that changed rate, or increased by the general wage increase percentage applicable to that year (whichever is great) so that these employees will receive at least the same general wage increase for that year.

ALL COMPENSATINO RETROACTIVE TO DATES AS TABLED BY AUPE


All compensation matters are retroactive to February 1, 2016 unless stated otherwise in this Collective Agreement. The parties shall agree upon all adjustments and retroactivity within 30 days of ratification. All payments based upon all hours paid shall be retroactive and made to Employees within 90 days of ratification.

Any Employee whose employment has terminated prior to the date upon which this Agreement is signed by the Employer and the Union, will be eligible to receive retroactively any increase in salary which she would have received but for the termination of employment, only upon submitting to the Employer, during the period between the expiry date of the preceding agreement and sixty (60) days after the signing of this Agreement, a written application for such retroactive salary.

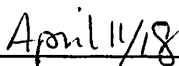
IN WITNESS WHEREOF the Parties have executed this Collective Agreement by affixing hereto the signatures of their proper officers in that behalf.

ON BEHALF OF HCN – REVERA

LESSEE (ASPEN RIDGE) LP




REGIONAL DIRECTOR OF OPERATIONS



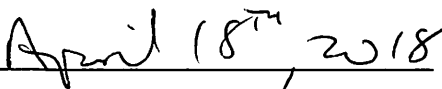
DATE

ON BEHALF OF ALBERTA UNION

OF PROVINCIAL EMPLOYEES



PRESIDENT



DATE

LETTER OF UNDERSTANDING #1

between

HCN – Revera Lessee (Aspen Ridge) LP

and the

ALBERTA UNION OF PROVINCIAL EMPLOYEES

RE: Uncertified Health Care Aide (HCA) Classification (Caregiver)

1. The Parties agree that the uncertified Health Care Aide Classification will be used to fulfill organizational needs only. An uncertified Health Care Aide does not meet the definition of a Health Care Aide as defined in Clause 4.24 of the Collective Agreement.
2. An uncertified Health Care Aide seeking academic credit towards certification as a Health Care Aide must register in a program offered as a post-secondary institution.
3. The uncertified Health Care Aide shall be assigned tasks and duties based upon the assessment of the regulated nurse.
4. An uncertified Health Care Aide shall only work under the direct or indirect supervision of the designated regulated nurse responsible for the shift.
5. Other terms and conditions of employment will be as per the current Collective Agreement.
6. The following Employees previously hired as uncertified health care aides shall be wage protected as caregivers and green circled for the term of the Collective Agreement and shall receive wage increases as outlined below:
 - Julie Umayam
 - Roda Jallorina

Names to be “blackened out” in website display

Current Rates of Pay – February 1, 2015:

	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7
Caregiver	15.46	15.68	15.85	16.32	16.81	17.32	17.84

Effective February 1, 2016:

	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7
Caregiver	15.77	15.99	16.17	16.65	17.15	17.67	18.20


Effective February 1, 2017:

	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7
Caregiver	16.12	16.31	16.49	16.98	17.49	18.02	18.56

Effective February 1, 2018:

	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7
Caregiver	16.44	16.64	16.82	17.32	17.84	18.38	18.93

ON BEHALF OF HCN – REVERA
LESSEE (ASPEN RIDGE) LP



REGIONAL DIRECTOR OF OPERATIONS

April 11/18
DATE

ON BEHALF OF ALBERTA UNION
OF PROVINCIAL EMPLOYEES



PRESIDENT

April 18th, 2018
DATE

LETTER OF UNDERSTANDING #2
between
HCN – Revera Lessee (Aspen Ridge) LP
and the
ALBERTA UNION OF PROVINCIAL EMPLOYEES
RE: Health Care Aide Wage Grid Replacement

The following certified HCA's currently paid the uncertified Health Care Aide rate of pay shall be moved to the certified HCA wage grid effective February 1, 2016 and will be placed on the Step 1 rate of pay/increment step of the Certified HCA pay grid at Aspen Ridge:


Juanita Caballero
Shalleee Chong Nault
Maria Torrefranca
Estilita Villamor
Nour Rhaleb
Judi Adams
JP Nastor
Flordeliza Albranzo (deVerna)

Names to be "blackout" in website display

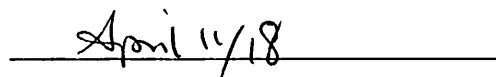
This letter of agreement shall be in full force and effective February 1, 2016.

All compensation matters are retroactive to February 1, 2016. The parties shall agree upon all adjustments and retroactivity within 30 days of ratification. All payments shall be retroactive and made to Employees within 90 days of ratification.

ON BEHALF OF HCN – REVERA
LESSEE (ASPEN RIDGE) LP

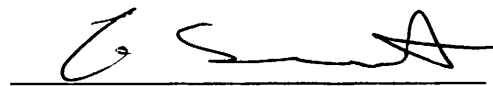


REGIONAL DIRECTOR OF OPERATIONS

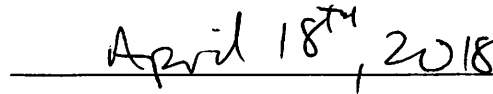


DATE

ON BEHALF OF ALBERTA UNION
OF PROVINCIAL EMPLOYEES



PRESIDENT



DATE

LETTER OF UNDERSTANDING #3
between
HCN – Revera Lessee (Aspen Ridge) LP
and the
ALBERTA UNION OF PROVINCIAL EMPLOYEES
RE: Auxiliary Care Worker/Undergraduate Nurse

The parties agree that the Auxiliary Care Worker (ACW) classification will be used to fulfill organizational needs only. An ACW shall only work under the direct supervision of the LPN on shift.

Registered Nursing (RN) students, who have completed at least their second year of a four – year program, including training in medication administration procedures, are eligible to be an Auxiliary Care Worker. The Auxiliary Care Worker must remain enrolled in the registered nurse (RN) program to maintain employment as an Auxiliary Care Worker.

Where there are no Licensed Practical Nurses available to work at regular rates of pay and the Employer will make every effort to contact Licensed Practical Nurses who are currently employed at the centre and willing to work additional shifts, plus overtime, prior to scheduling Auxiliary Care Workers.


The rate of pay for the Auxiliary Care Worker will be Step 1 of the Licensed Practical Nurse pay grade.

If they are not currently enrolled, they are to be transferred to a Health Care Aide Classification as a Casual Employee.

The rate of pay for the Auxiliary Care Worker/HCA will be Step 1 of the Health Care Aide pay grade.


Other terms and conditions of employment will be as per the current Collective Agreement.

ON BEHALF OF HCN – REVERA
LESSEE (ASPEN RIDGE) LP


REGIONAL DIRECTOR OF OPERATIONS

April 11/18
DATE

ON BEHALF OF ALBERTA UNION
OF PROVINCIAL EMPLOYEES


PRESIDENT

April 18TH, 2018
DATE

LETTER OF UNDERSTANDING #4

between

HCN – Revera Lessee (Aspen Ridge) LP

and the

ALBERTA UNION OF PROVINCIAL EMPLOYEES

RE: Retroactivity and Transition to Health Care Aide (HCA) Salary Schedule and Grid Step

The parties shall agree upon the status, seniority date, full-time equivalent, rate of pay, increment step and grid placement based upon recognition of previous experience, by being placed on the certified rates of pay for Health Care Aide classification for each of the following employees retroactive to February 1, 2016:

John Philip Nastor


Uejaa Uandara

Flordeliza Albranzo (deVerna)

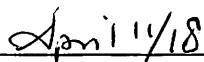
Names to be “blacked out” in website display

All compensation matters are retroactive to February 1, 2016. The parties shall agree upon all adjustments and retroactivity within 30 days of ratification. All payments shall be retroactive and made to Employees within 90 days of ratification.

ON BEHALF OF HCN – REVERA
LESSEE (ASPEN RIDGE) LP



REGIONAL DIRECTOR OF OPERATIONS

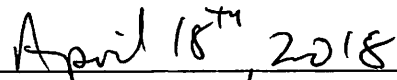


DATE

ON BEHALF OF ALBERTA UNION
OF PROVINCIAL EMPLOYEES



PRESIDENT



DATE

LETTER OF UNDERSTANDING #5
between
HCN – Revera Lessee (Aspen Ridge) LP
and the
ALBERTA UNION OF PROVINCIAL EMPLOYEES
RE: Service Delivery Model Changes

The Employer decided to change the service delivery model, which results in significant changes to the Licensed Practical Nurse (LPN) and Health Care Aide (HCA) staff groups. The service delivery model initiated by the Employer may result in the reduction, addition or the elimination of the current position of each LPN and each HCA. The Employer developed and redesigned new work rotations and shift schedules.

The parties recognize the value of meeting prior to a layoff process occurring. The purpose of this meeting is to discuss the process of how layoffs will take place, review the current seniority list, and discuss other relevant factors the Parties agree upon. The parties will also discuss the process to be followed for Employees on approved leave of absence or sick leave.

SAMPLE SELECTION PROCEDURE

- | | |
|--------|---|
| Step 1 | Discuss proposed layoff and selection procedure with the Union |
| Step 2 | Provide Union with bi-weekly reductions of hours per classification and position. |
| Step 3 | Provide the Union with revised master rotations/shift schedules (of classifications that are directly affected or could be affected). Any concerns with proposed schedules are reviewed and discussed. |
| Step 4 | Provide the Union with an updated Seniority List. |
| Step 5 | Employees are informed of the reductions and explained the layoff process, as soon as Step 1 has been completed.

Copies of the final revised schedule(s) shall be provided to each employee prior to the selection date. |
| Step 6 | Management and the Union agree to the date for employees to pick their position.

Employees will be scheduled in appropriate time intervals in accordance with the updated seniority list (most senior first) in order to allow the Employee sufficient time to make their choice.

In other words, the most senior HCA or LPN will select first and each subsequent selection will be in order of seniority. The Employee may select any position in the same classification, regardless of status, FTE (meaning the senior employee may select a higher rates status [FT or PT] or higher rated FTE [1.0]). |

It is understood and agreed that if a position has been affected by the revised work rotation selection procedure, then that position's schedule will be revised once a full or part time employee's status in that classification changes from full-time to part-time, full-time to casual or part-time to casual. A revised master rotation/shift schedule will be made available for Employees, in that classification, to reselect their positions. Employees will be entitled to either indicate their choice using the procedure above or accept the layoff and/or severance.

Both management and union representatives will be present at the meeting.

The Employees will also have the choice of coming into the workplace or providing a contact telephone number where they can be reached at their set time. Employees put their name down on any available position.

Employees with no available positions would receive their required working notice period or pay in lieu of notice.

Step 7

At the conclusion of this notice period the new schedule becomes active on the date agreed by the Parties.

No new employees will be hired while employees remain on the layoff and recall list.

Employees remaining on the layoff and recall list shall be offered all casual hours first on the basis of their seniority and availability up to previous regular hours (previous FTE).

Employees on layoff or notice of layoff shall be given preference for temporary postings. An employee who has been recalled to such temporary vacancy shall not be required to accept such recall and may instead remain on layoff.

The posting procedure in the Collective Agreement shall not apply until the recall process has been completed.

Any laid off regular employee shall retain all rights of recall for a period of eighteen (18) months.

The following applies:

Article 23 – Health Care Benefits and Insurance


The following amendment to the collective agreement shall apply:

Regular employees employed at the date of ratification, who in receipt of health care benefits and insurance, reduced under the twenty (20) hour threshold in Clause 23.03 of the Collective Agreement shall have their health benefits and insurance enrollment and entitlement protected (grandfathered), and therefore continued.

It is further agreed that nothing prevents the Employer and Union from mutually agreeing to another process not considered or listed in this Article.

This letter of agreement shall be in full force and effect on the date of ratification.

ON BEHALF OF HCN – REVERA
LESSEE (ASPEN RIDGE) LP

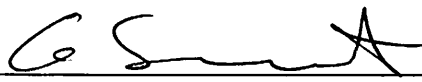


REGIONAL DIRECTOR OF OPERATIONS

April 11/18

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ON BEHALF OF ALBERTA UNION
OF PROVINCIAL EMPLOYEES



PRESIDENT

April 18th, 2018

DATE

LETTER OF UNDERSTANDING #6

between

HCN – Revera Lessee (Aspen Ridge) LP

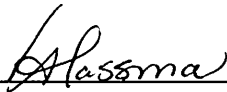
and the

ALBERTA UNION OF PROVINCIAL EMPLOYEES

RE: LEGAL INDEMNIFICATION

-
1. The Employer will maintain commercial general liability insurance covering all Employees in respect to their work at the Residence, subject to any professional insurance coverage Employees have through other sources.
 2. The Employer will pay one hundred percent (100%) of the premium cost of such insurance.
 3. The Employer will provide a letter to the Union confirming that insurance is complete and will include an extract from the contract of insurance.

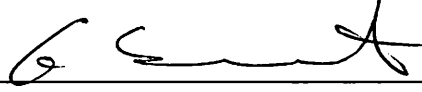
ON BEHALF OF HCN – REVERA
LESSEE (ASPEN RIDGE) LP



REGIONAL DIRECTOR OF OPERATIONS

April 11/18
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ON BEHALF OF ALBERTA UNION
OF PROVINCIAL EMPLOYEES



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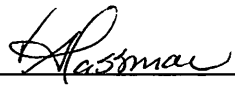
April 18th, 2018
DATE

LETTER OF UNDERSTANDING #7
between
HCN – Revera Lessee (Aspen Ridge) LP
and the
ALBERTA UNION OF PROVINCIAL EMPLOYEES
Re: Bargaining Unit Exclusions

1. 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:

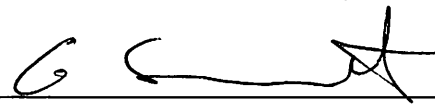
Executive Director
Director of Culinary Services
Director of Environmental Services
Sales Consultant
Directory of Health and Wellness
Resident Service Coordinator
Director of Recreation
Director of Administrative Services

ON BEHALF OF HCN – REVERA
LESSEE (ASPEN RIDGE) LP


REGIONAL DIRECTOR OF OPERATIONS

April 11/18
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ON BEHALF OF ALBERTA UNION
OF PROVINCIAL EMPLOYEES


PRESIDENT

April 18th, 2018
DATE