

## COLLECTIVE AGREEMENT

BETWEEN

HCN – REVERA LESSEE (RIVERBEND) LP

(RIVERBEND RETIREMENT RESIDENCE)

(Revera Inc.)

and the

ALBERTA UNION OF PROVINCIAL EMPLOYEES

on behalf of

LOCAL 047 CHAPTER 042

EFFECTIVE JANUARY 1, 2018 – DECEMBER 31, 2020

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## **PURPOSE AND PREAMBLE**

Agreeing that each resident is a unique individual whose diverse needs are met within a friendly and caring atmosphere. The Riverbend Retirement Residence will remain an oasis of kindness with a warm sense of family and community in which to support our residents.

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

- (i) To provide compassionate care for the residents to meet their physical and emotional needs in a safe, comfortable environment, treating them and their families with the respect and dignity they deserve.
- (ii) Protect the interests of residents, Employees and the Community;
- (iii) Maintain harmonious relations between the Employer and the Union;
- (iv) Recognize the mutual value of joint discussions and negotiations in all matters of mutual concern to the Parties;
- (v) Enter into a collective agreement setting forth rates of pay, hours of work and other terms and conditions of employment;

**ARTICLE 1**  
**Term of Collective Agreement**

- 1.01 Except where otherwise stated in this Collective Agreement, this agreement including appendices, unless altered by mutual consent of both Parties, shall be in force and effect from January 1, 2018, up to and including December 31, 2020 and from year to year thereafter unless amended or terminated. Notification of desire to amend or terminate may be given in writing by either Party to the other Party during the period between sixty (60) and one hundred and twenty (120) days prior to its expiration.
- 1.02 Where notice is served by either Party to commence collective bargaining, this Collective Agreement shall continue in full force and effect until a new Collective Agreement has been executed.
- 1.03 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.
- 1.04 The parties agree there will be no strikes or lockouts while this Collective Agreement is in effect.

**ARTICLE 2**  
**DEFINITIONS**

- 2.01 "Code" means Labour Relations Code, as amended from time to time.
- 2.02 "Arbitration" shall take meaning from the appropriate section of the Code dealing with the resolution of a dispute or difference.
- 2.03 "Union" shall mean 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.
- 2.04 "Basic Rate of Pay" shall mean the incremental step in the Salaries Appendix applicable to an Employee in accordance with the term of this Collective Agreement, exclusive of all premium payments.
- 2.05 "Continuous Employment" shall mean the period of uninterrupted employment within the Bargaining Unit.
- 2.06 "Employee" shall mean a person covered by this Collective Agreement and employed by the Employer. At the time of hire the employment status of each Employee shall be determined in accordance with the following:
- (a) "Regular Employee" is one who works on a full-time or part-time basis on regularly scheduled shifts of continuing nature.
  - (i) "Full-time Employee" is one who is regularly scheduled to work the full specified hours in the "Hours of Work" Article of this Collective Agreement;

- (ii) "Part-time Employee" is one who is regularly scheduled for less than the regular hours specified in the "Hours of Work" Article of this Collective Agreement.
- (b) "Casual Employee" is one who:
  - (i) is regularly scheduled for a period of three (3) months or less for a specific job; or
  - (ii) relieves for absences the duration of which is three (3) months or less; or
  - (iii) works on a call in basis and is not regularly scheduled.
- (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 of 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 Collective Agreement.

- 2.07 "Employer" shall mean and include such officers as may from time to time be appointed or designated to carry out administrative duties in respect of the operation and management of the Riverbend Retirement Residence.
- 2.08 "Facility" means the care facility named as "Employer" in this Collective Agreement.
- 2.09 "Licensed Practical Nurse (L.P.N.) Registration" shall take meaning from the Health Professions Act R.S.A. 2000, c.H-7 as amended. Registration is not membership in the Union.
- 2.10 "Shift" shall mean a daily tour of duty exclusive of overtime hours.
  - (a) "Shift Cycle" means the period of time when the shift schedule repeats itself. Where the shift schedule does not repeat itself, the term "Shift Cycle" shall be understood to mean a period of time not exceeding four (4) weeks.
  - (b) "Shift Pattern" means days and/or evenings and/or night shifts.
- 2.11 "Month" is the period of time between the date in one month and the preceding date in the following month.
- 2.12 "Union Representative" means a representative from the Union authorized by the Union to act on behalf of an Employee.
- 2.13 "Local" means the Local of AUPE.

- 2.14 "Week" or "Block of Shifts" means a period of seven (7) successive days beginning with Monday at 0001 hours.
- 2.15 "Shall" shall be interpreted to be mandatory rather than directory.
- 2.16 "Bargaining Unit" shall mean the unit of Employees as described on the Labour Relations Board Certificate.
- 2.17 "Graduate Practical Nurse" ("GPN") shall mean an Employee awaiting the writing of the national exam and currently holding a temporary license with the College of Licensed Practical Nurses.
- 2.18 "Position" shall mean:
- (a) the Employee status
  - (b) the classification
  - (c) the number of scheduled bi-weekly hours
- 2.19 "Status" shall mean either full-time or part-time or temporary or casual as defined above.
- 2.20 "Classification" shall mean job title and pay scale established for the job title.
- 2.21 "Parties" shall mean AUPE and the Riverbend Retirement Residence.

### **ARTICLE 3**

#### **Recognition and Application**

- 3.01 (a) The Employer recognizes the Union as the sole bargaining agent as described in the certificate issued pursuant to the Code.
- (b) The Employer acknowledges that the Union has exclusive authority to bargain collectively on behalf of the Employees in the unit for which it is certified and to bind them by a Collective Agreement.
- 3.02 This agreement will not apply to persons who are agreed between the parties to be excluded from the bargaining unit, or who have been determined by the Labour Relations Board to be excluded under the provisions of the Labour Relations Code [LRC].
- 3.03 Persons whose jobs are not in the bargaining unit shall not perform bargaining unit work, except for purposes of instruction, in an emergency, or due to unforeseen short-term circumstances, and provided that the act of performing the aforementioned work does not displace any bargaining unit Employee or reduce the hours of work or pay of any Employee. An emergency is defined as any unexpected situation that arises that prohibits the Employer from providing the normal standard of service or endangers the wellbeing of the residents.
- 3.04 No Employee shall be required or permitted to make any written or verbal agreement, which may be in conflict with this Agreement.
- (a) For the purposes of this Collective 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 notification of the Executive Director or their designate.
  - (c) Union membership meetings may be held on Employer premises subject to the approval of the Employer.
- 3.05 All correspondence between the parties shall flow between designated representatives of the Employer and designated representatives of the Union. Both parties shall advise each other, in writing, of the names of their representatives.
- 3.06
  - (a) The Employer shall advise new Employees of the fact that a Collective Agreement is in effect. Employees shall be given a Union orientation of not more than fifteen (15) minutes by the Union on the Employer's time.
  - (b) An Employee shall have the right to wear the Union apparel/lapel pin/button during working hours.
- 3.07 The Employer and the Union will each pay one-half (1/2) of the cost of printing enough copies of this Agreement to provide each Employee with one (1) copy. A copy of the Collective Agreement shall be provided to each Employee on commencement of employment by the Employer or at the Union Orientation. The printing of the Collective Agreements will be processed at AUPE Headquarters.

#### Application of the Collective Agreement

- 3.08 In the event any provision of this Collective Agreement is in conflict with any present or future statute of the Province of Alberta applicable to the Employer, the section so affected shall be altered or amended forthwith in a manner agreeable to both parties so as to incorporate required changes. Such action shall not affect any other provisions of this Collective Agreement.
- 3.09 Any changes deemed necessary in the Collective Agreement shall be made by mutual agreement at any time during the existence of this Collective Agreement. Such changes shall be in writing and duly signed by authorized agents of the parties.
- 3.10 Where a conflict exists between a provision contained in this Collective Agreement and the subject matter is covered by the Employer's policies, regulations, guidelines or directives, the Collective Agreement shall apply.

### **ARTICLE 4**

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

- 4.01 All Employees have the right:
  - (a) to be members of the Union and to participate in its lawful activities;
  - (b) to bargain collectively with the Employer through the Union;
  - (c) to voluntary membership in the Union;



- 4.02 All Employees shall be required to pay Union Dues. The Employer shall, therefore, as a condition of employment, deduct each pay period the amount of the Union Dues as set by the Union from time to time from the pay of all Employees.
- 4.03 (a) The Employer shall remit Union Dues deducted from the pay of all Employees to the Union on a monthly basis no later than fifteen (15) days in to the following month. Where an accounting adjustment is necessary to correct an over or under payment of dues, it shall be effected in the succeeding month. The deduction remitted shall be accompanied by a list specifying the following:
- the Employee's name;
  - identification number;
  - the amount of deduction for each Employee;
  - the amount of the Employee's monthly earnings.
- (b) Additionally, the Employer shall supply to the Union, not less than two times per year at the Union's request, a report from the Employer's records including the following Employee information:
- mailing address;
  - classification;
  - commencement date;
  - hourly rate of pay.
- 4.04 The dues structure of the Union shall be on a percentage basis and the Union shall give not less than thirty (30) days' notice of any change in the rate at which dues are to be deducted. Any change in the amount of deductions shall be implemented by the Employer at the next possible pay period following expiry of the notice period.
- 4.05 The Employer will indicate the dues deducted and enter the amount on the T-4 slips supplied to the Employee.

## **ARTICLE 5**

### **Management Rights**

- 5.01 The union acknowledges that all management rights and prerogatives are vested exclusively with the Employer and shall remain solely with the Employer unless modified by the express terms of this agreement and, without limiting the generality of the foregoing; it is the exclusive function of the Employer:
- (a) To determine and establish standards and procedures for the care, welfare, safety and comfort of the residents in the facility;
- (b) To maintain order, discipline, and efficiency and in connection therewith to establish and enforce reasonable rules and regulations;

- (c) To hire, transfer, lay-off, recall, promote, classify, assign duties, establish standards of performance, discharge, suspend or otherwise discipline Employees for just cause, provided that a claim of discriminatory transfer, promotion or a claim that an Employee has been discharged or disciplined without just cause, may be the subject of a grievance and dealt with as hereinafter provided;
- (d) To have the right to plan, direct, schedule and control the work of the Employees and the operations of the Employer. This includes the right to introduce new and improved methods and equipment.
- (e) These rights shall be exercised in a manner consistent with this Agreement. The company agrees to act reasonably in the interpretation and application of the collective agreement as a whole.

## **ARTICLE 6**

### **NO DISCRIMINATION/NO HARASSMENT**

- 6.01 There shall be no discrimination, harassment, bullying, violence, restriction or coercion exercised or practiced in respect of any Employee by either party by reason of age, race, colour, creed, national origin, political or religious belief, gender, gender identity, gender expression, sexual orientation, marital status, physical or mental disability, nor by reason of membership or non-membership or activity in the Union nor in respect of an Employee's or Employer's exercising any right conferred under this Collective Agreement or any law of Canada or Alberta.
- 6.02 The Union and the Employer recognize the right of the Employees to work in an environment free from harassment and the Employer after proper investigation, may discipline for just cause any person employed by the Employer engaging in the harassment of another Employee.
- 6.03 The Employer's investigation procedure will not limit an Employee's right to seek redress through any other available procedure including:
  - (a) Grievance procedure; and
  - (b) Alberta Human Rights Commission.
- 6.04 The Union and the Employer agree to respect and dignity in the workplace, support a policy of zero tolerance for violence in the workplace.

## **ARTICLE 7**

### **Training**

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

- (b) Employees who, with the prior approval of their Supervisor, attend a training or development program shall not suffer a loss of pay for such attendance. An Employee, who is required to attend a training course or seminar, shall be paid at the applicable rate of pay for attendance at such a meeting.
- (c) The Employer's staff training and development will include mandatory elements and non-mandatory elements, as modified from time-to-time.

## ARTICLE 8

### Probationary Period and Orientation

8.01 Each Employee shall first serve a single probationary period of four hundred and fifty (450) hours worked. In the case of part-time or temporary Employees who upon completion of six (6) calendar months of employment and who have not completed four hundred and fifty (450) hours, their probationary period shall be deemed to have been completed. Casual Employees shall serve a single probationary period of four hundred and fifty (450) hours worked. The Employer shall provide written notice of completion of the Probation Period.

If a Probationary Employee is unsatisfactory in the opinion of the Employer, such Employee may be dismissed or their employment terminated, in writing, at any time during the probationary period without cause, and such dismissal or termination of employment shall be subject to appeal through the grievance procedure but shall not be subject to arbitration.

8.02 By mutual agreement in writing between the Union and the Employer, the probationary period may be extended up to a maximum of one hundred and fifty (150) hours worked. During the extended period if in the opinion of the Employer the Employee is found to be unsatisfactory, such Employee may be dismissed or have their employment terminated in writing at any time. Such dismissal or termination of employment shall not be subject to the arbitration.

8.03 The Employer shall conduct a probationary review of each probationary Employee prior to the end of their probationary period.

8.04 The Employer shall provide a paid orientation for all Employees, including:

- (a) orientation for each shift pattern (days, and/or evenings, and/or nights) that the Employer assigns the Employee to work; and
- (b) an orientation to the site and/or Employer organization;
- (c) an Employee's request for up to three (3) paid orientation shifts under guidance or supervision shall not be unreasonably denied. The orientation period may be extended at the Employer's discretion.

## **ARTICLE 9**

### **Seniority**

- 9.01 (a) The seniority date of all Regular Employees shall be the date upon which the Regular Employee commenced in the bargaining unit, including all prior periods of uninterrupted service as a Casual, Temporary, or Regular Employee.
- (b) Seniority shall not apply during the probationary period, however once the probationary period has been completed, seniority shall be credited from the seniority date established pursuant to Article 9.01(a).
- 9.02 Seniority shall be considered in determining:
- (a) preference of vacation time;
- (b) layoffs and recalls, subject to the provisions specified in Layoff and Recall Article;
- (c) promotions, transfers, and in filling all vacancies within the bargaining unit subject to the provisions specified in the Appointments, Vacancies and Promotions Article;
- 9.03 Seniority shall be considered broken, all rights forfeited, and there shall be no obligation to rehire:
- (a) when the employment relationship is terminated by either the Employer or the Employee;
- (b) upon the expiry of twelve (12) months following the date of initial layoff, if during which time the Employee has not been recalled to work;
- (c) if an Employee does not return to work when recalled, as provided in the Layoff and Recall Article.
- 9.04 Seniority lists shall be provided by the Employer to the Union twice per year and when Employees have been served notice pursuant to the provisions of Article 24. The Employer shall also post a copy of the seniority list on the joint bulletin board provided. The seniority list shall contain the name of each regular Employee, their status, their date of hire, department(s) and the total number of paid hours;
- 9.05 Should a difference arise regarding an Employee's seniority, the Employer will provide the Employee with the information necessary to establish accurate seniority.

## **ARTICLE 10**

### **Job Postings**

- 10.01 When a new position is created or when a vacancy occurs in any classification covered by this Collective Agreement. The Employer shall post notices of all vacancies not less than seven (7) calendar days in advance of filling the vacancy.
- The posting shall contain the following information:

- (a) qualifications and/or competencies as required;
- (b) employment status (Regular, Temporary, Casual);
- (c) classification and hours bi-weekly
- (d) range of rate of pay;
- (e) if temporary, the anticipated duration of such position.

Also, for information purposes only, a notice of vacancy shall specify the number of hours per shift, shift pattern and the shift cycle.

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

10.02 A copy of all job postings shall be forwarded to the Union and the Union shall be advised in writing of all successful candidates.

10.03 (a) When filling vacancies, the determining factors shall be job related skills, training, knowledge, ability and experience, and where those factors are considered by the Employer to be equal, seniority shall be the deciding factor.

(b) For vacancies within the bargaining unit the Employer shall give first consideration to applicants who are members of the bargaining unit before considering applicants from outside the bargaining unit.

10.04 When the posting process is completed and the position is awarded, notice of the award will be posted within five (5) working days of the decision.

10.05 A successful applicant in a new classification will undergo a trial period for a period of three hundred (300) hours worked.

10.06 The successful applicant shall become permanent at the end of the trial period unless:

- (a) the Employee, at any time within the trial period, feels that they are not suitable for the position, and wishes to return to their former position; or
- (b) the Employer, at any time within the trial period, feels that the Employee is not suitable for the position and requires that the Employee return to their former position.
- (c) In the event of either (a) or (b) above, the Employee will return to their former position. Any other Employee transferred as a result of the rearrangement of positions shall also be returned to their former position.

10.07 A regular Employee who applies for and is successful on a temporary posting shall maintain their 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 their former position. At the completion of their temporary term, the casual Employee shall resume the normal terms and conditions of employment applicable to a casual Employee.

The Parties agree that an Employee who is successful in a temporary posting genuinely intends to stay in the position and will not be allowed to apply for another temporary position within none (9) months of the successful posting.

- 10.08 The foregoing provisions shall be waived by the parties and deemed inoperative when placement of an Employee in a job is effected to accommodate the medical condition of an Employee for a physical or mental disability, to accommodate a request by the Workers' Compensation Board or the underwriters of the long-term disability income insurance plan. The purpose of the waiver is to provide a period of rehabilitative work experience or vocational rehabilitation.

## **ARTICLE 11**

### **Hours of Work**

- 11.01 The hours and days in this article are stated solely for the purpose of calculating overtime and shall not be construed as a guarantee of hours of work.

11.02 **Full-time Employees**

- (a) The regular hours of work for Full-time Employees shall be seventy five (75) hours in each period of fourteen (14) calendar days averaged over one (1) complete cycle of the shift schedule and the normal daily hours of work shall be seven point five (7.5) hours, exclusive of meal periods, unless the position necessitates an alteration which shall be subject to mutual agreement between the Employer and the Union.

**Part-time Employees**

- (b) The regular hours of work for Part-time and Casual Employees shall be up to seventy-five (75) hours over a period of fourteen (14) calendar days and the daily hours of work shall be up to seven point five (7.5) hours, exclusive of meal periods. Shifts of shorter duration may be scheduled depending upon operational needs, with no shifts of less than four (4) hours.

- 11.03 This article shall not preclude the implementation of modified daily or bi-weekly hours of work by agreement between the Union, Employee and Employer.

11.04 **Rest Periods**

All Employees shall be permitted one (1) fifteen (15) minute rest period during each period of three point seven five (3.75) hours of work.

11.05 **Meal periods**

All Employees shall be permitted one thirty (30) minute unpaid meal period during all shifts greater than five (5) hours.

- (a) The unpaid meal break shall be granted to all Employees at approximately the midpoint of each shift, where practical.

- (b) If an Employee is recalled to duty during their paid rest break, the Employee shall be given a full paid rest break later in their shift, or, where that is not possible, be paid for the break at one point five times (1.5X) their basic rate of pay.
- (c) If an Employee is required to work or is recalled to duty during their meal break, compensating time off for the full meal break shall be provided later in the shift, or the Employee shall be paid at one point five times (1.5X) the basic rate of pay for the full meal break.
- (d) If the Employer requires an Employee to be readily available for duty during their meal break, the Employee shall be so designated in advance and be paid for that meal break at their basic rate of pay.

11.06

Shift Schedules

- (a) Except in cases of emergency or by mutual agreement between the Employee, Employer and the Chapter Chairperson of the Union shift schedules shall provide for:
  - (i) at least eight (8) hours off duty between shifts;
  - (ii) not more than six (6) consecutive scheduled days of work;
  - (iii) two (2) consecutive days of rest;
  - (iv) no split shifts;
  - (v) no shift shall be less than four (4) hours.
- (b) The Employer, in scheduling shifts shall take in to consideration an Employees request for certain shift schedules subject to the requirements of Article 11.06
- (c) Except by mutual agreement between the Employer and the Union, an Employee shall receive at least one (1) weekend off in two (2) averaged over one (1) complete cycle of the shift schedule. A weekend shall be a Saturday and a Sunday. Named Holidays shall not be used as days off for the purposes of this Article

11.07

Posting of Shift Schedules

The shift schedules will be posted on the notice board, at least four (4) weeks prior to the effective date of the schedule. When a change is made in the shift schedule by the Employer, the Employee shall be informed and when the change is made with less than three (3) calendar days' notice the Employee shall be paid at time and one half (1.5X) their rate of pay for the first shift of the changed shift 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 three (3) day notice period will not apply.

11.08

Requests for specific days off shall be submitted in writing to a supervisor one (1) week prior to the posting of each schedule.

11.09

Shift Exchanges

- (a) Employees may exchange shifts among themselves, provided that:

- (i) the exchange is agreed to, in writing, between the affected Employees; and
- (ii) prior approval of such exchange has been given by the Employee's immediate supervisor.
- (iii) and there is no additional cost to the Employer.
- (b) Where such a request is made in writing, the Employer's reply shall also be in writing.
- (c) Such exchange shall be recorded on the shift schedule.
- (d) Such exchange shall not be deemed a violation of the provisions of this Collective Agreement.

11.10 The shift commencing at or about midnight shall be considered the first shift of each working day. A shift shall be entirely within the calendar day in which the majority of hours fall regardless of what calendar day and part of such shift was actually worked. Employees shall be aware that, in the course of their regular duties, they may be required to work on various shifts throughout the twenty-four (24) hour period of the day and seven (7) days of the week.

11.11 Additional Casual Shifts

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

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

11.13 On the day fixed by proclamation, in accordance with the Daylight Savings Time Act, for 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.

## ARTICLE 12

### Overtime

12.01 Overtime Defined

Overtime is all time authorized by the Employer and worked by an Employee in excess of seven point five (7.5) hours in a day or seventy-five (75) hours in a bi-weekly per pay period. The overtime rate is:



One and one-half times (1 1/2X) the applicable basic hourly rate for the first two (2) hours of overtime worked and two times (2X) the applicable basic hourly rate thereafter.

Overtime shall be on a voluntary basis.

- 12.02 Part-time Employees who are regularly scheduled to work less than seventy-five (75) hours in a bi-weekly pay period will not qualify for overtime unless they have completed seventy-five (75) hours of work in the bi-weekly pay period or in excess of seven point five (7.5) hours in a day.
- 12.03 An Employee who is absent on paid time during their scheduled work week because of sickness, Union leave, bereavement, holidays or vacation shall, for the purpose of computing overtime pay, be considered as if the Employee had worked during their regular hours during such absence.
- 12.04 Overtime may be accumulated and taken in time off at a mutually acceptable time at the applicable premium rate. Time off not taken by December 31st in any given year shall be paid out unless otherwise mutually agreed. Such request to carry over lieu time shall be submitted by the Employee in writing prior to December 31st and shall not be unreasonably denied.
- 12.05 In the Event an Employee works a double shift, the Employee shall be provided with access to a meal during the second shift at no cost to the Employee.

### **ARTICLE 13**

#### **Salaries**

- 13.01 The basic rate of pay as set out in the Salaries Schedule shall be applicable to all Employees covered by this Collective Agreement.
- 13.02 Wage rates are effective on the dates specified in the Wage Schedule.
- 13.03 Subject to any of the other terms of this Collective Agreement providing for the withholding or delay in granting of an increment, an Employee's basic rate of pay will be advanced to the next higher basic rate of pay following:
  - (a) Full-time, Part-time and Casual Employees in General Support Classifications upon the completion of the probationary period of four hundred and fifty (450) hours and further increments upon the completion of one thousand nine hundred fifty (1950) hours paid.
  - (b) Full-time, Part-time and Casual Employees hired as Health Care Aide and Licensed Practical Nurse upon the completion of the probationary period of four hundred and fifty (450) hours and further increments upon the completion of one thousand nine hundred fifty (1950) hours paid.

- 13.04 (a) For the purpose of establishing the basic rate of pay on hire, the Employer shall recognize previous experience satisfactory to the Employer provided that 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 nine hundred fifty (1950) hours.
- 13.05 When an Employee transfers to a classification with a lower rate of pay their salary shall be adjusted immediately to the basic rate the Employee would have been entitled to had the Employee been on the lower rated classification from commencement of employment.
- 13.06 Employees required by the Employer to attend mandatory staff meetings, shall be paid at the applicable rate of pay for attendance at such meetings.
- 13.07 There shall be no pyramiding of differentials, premiums, and bonuses for purposes of computing overtime hourly rates, unless so stated expressly in this agreement.
- 13.08 Paydays shall be on a bi-weekly basis by direct deposit, in accordance with the Employer's established practice.

**ARTICLE 14**  
**Shift Premiums**

- 14.01 Licensed Practical Nurses (LPN) & Health Care Aide (HCA) Weekday (Mon-Fri) Premiums
- (a) In addition to their regular rate of pay, Employees shall be paid a premium of two dollars (\$2.00) per hour for all hours worked on the evening shift (1500 – 2300).
- (b) In addition to their regular rate of pay, Employees shall be paid a premium of two dollars and fifty (\$2.50) per hour for all hours worked on the night shift (2300 - 0700).
- 14.02 Licensed Practical Nurses (LPN) & Health Care Aide (HCA) Weekend (Sat-0001hrs to Sun-2359 hrs) Premiums
- (a) In addition to their regular rate of pay, Employees shall be paid a premium of two dollars (\$2.00) per hour for all hours worked on the day shift (0700 - 1500).
- (b) In addition to their regular rate of pay, Employees shall be paid a premium of three dollars (\$3.00) per hour for all hours worked on the evening shift (1500 - 2300).
- (c) In addition to their regular rate of pay, Employees shall be paid a premium of four dollars (\$4.00) per hour for all hours worked on the night shift (2300 - 0700).
- 14.03 All other Employee Classification Weekday (Mon-Fri) Premiums

In addition to their regular rate of pay, Employees shall be paid a premium of one dollar and fifty cents (\$1.50) per hour for all hours worked between (1900 – 0700).

14.04 All other Employee Classification Weekend (Sat-0001hrs to Sun-2359 hrs) Premiums

In addition to their regular rate of pay, Employees shall be paid a premium of two dollars (\$2.00) per hour for all hours worked between 0001Hrs Saturday and 2359Hrs Sunday.

**ARTICLE 15**  
**Union Stewards**

15.01 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 him in the processing of a grievance with the Employer. When it becomes necessary for a Union Steward to leave their job for this purpose, he will request time off from their immediate supervisor and provide him with as much advance notice as possible. Arrangements will be made by the supervisor to permit the Union Steward to leave their 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.

15.02 The Union reserves the right to appoint a Union Steward to represent a work area that has no Union Steward.

15.03 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 annually.

15.04 The Chapter and its members shall have the right at any time to the assistance of Union Staff Representatives when negotiating with the Employer and when processing a grievance.

15.05 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 proper officer of the Employer with as much advance notice as possible. Where possible, four (4) weeks advance notice will be provided except that in extenuating circumstances the time factor may be waived or reduced.
- (b) The Employer shall not unreasonably withhold leave of absence for Employees elected or appointed to represent the Union at Conventions, Workshops, Institutes, Seminars, Schools or to attend meetings as a member of the Union's Provincial Executive Board.

- (c) When leave to attend Union business has been approved, it is granted with pay. The Union agrees to reimburse the Employer for actual salary paid to the Employee while on leave plus an amount determined by the Employer to cover the cost of benefits.
- (d) One (1) Employee who is elected for a full-time position with the Union shall be granted leave of absence without pay and without loss of seniority. If it is permissible under the pension and group life plan and any other welfare plans, the Employee shall have the right to pay the full cost, including the Employer's share, during the period of such leave of absence.
- (e) Employees who are selected for any staff position with the Union, or any body with which the Union is affiliated, shall be granted a leave of absence without pay for a period of two (2) years. Extension of such leave may be granted, if submitted in writing and approved by the Employer. Approval of an extension will be dependent on operational requirements and will not be unreasonably withheld. The Employee will be permitted to work for gain for such leave.

#### 15.06 Negotiations

An Employee elected or appointed to the Union Bargaining Committee shall be granted time off with pay and without loss of seniority in order to participate in negotiations with the Employer. When requesting such leave, the Employee shall endeavour to provide as much advance notice as possible to the Employer. The Union agrees to reimburse the Employer for actual salary paid to the Employee while on leave plus an amount determined by the Employer to cover the cost of benefits.

### ARTICLE 16 STAFF PARKING

- 16.01 Employees shall be provided with parking during their working hours.
- 16.02 Staff parking shall be at no cost to the Employees and will be administered in accordance with the Employer's policy on parking.

### ARTICLE 17 Named Holidays

- 17.01 The following are the Named Holidays:

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

- 17.02 To qualify for a Named Holiday with pay, the Employee must:
- (a) work their scheduled shift immediately prior to and immediately following the holiday, except where the Employee is absent due to illness or other reasons acceptable to the Employer; and
  - (b) work on the holiday when scheduled.
- 17.03 Regular Full-time Employees and Regular Part-time Employees shall be entitled to a day off with pay on a Named Holiday. A Regular Full-time Employee and Regular Part-time Employees required by the Employer to work on a Named Holiday shall be paid for all hours worked on a Named Holiday at one point five times (1.5 X) the basic rate of pay, plus:
- (a) the Employee may request payment for such day at the basic rate of pay; or
  - (b) an alternate day off at a mutually agreed time to be used within a ninety (90) day period after the holiday; or
  - (c) failure to mutually schedule the lieu day will result in the Employer paying an additional day.
- 17.04 When a paid holiday falls on a day that would otherwise be a Regular Full-time Employee's and Regular Part-time Employee's regularly scheduled day off, the Employee shall receive an alternate day off with pay as outlined in Clause 17.03 above.
- 17.05 When a Named Holiday falls during a Full-time Employee's and Regular Part-time Employee's annual vacation, such holiday may, by mutual agreement, be added to the vacation period, or the alternate day off shall be dealt with as per Article 17.03 above.
- 17.06 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 fifteen (15) days;
- 17.07 Nothing in this Article shall prevent the Employee and the Employer from agreeing to any combination of time and one half plus a day in lieu or a day's pay and time and one half in lieu for Full-time Employees and Regular Part-time Employees who work on any of the paid holidays in Clause 17.01.
- 17.08 All attempts will be made to ensure that if a person worked Christmas day, they will have New Year's Day off. All attempts will be made to alternate Christmas day and New Year's Day from year to year. The Employer will endeavour to accommodate all requests in a fair and equitable manner.

**ARTICLE 18**  
**Annual Vacation**

- 18.01 For the purpose of this Article, "Vacation" means vacation with pay.
- 18.02 Vacation Entitlement for Full-time Employees and Regular Part-time Employees, during each year of continuous service in the employ of the Employer, a Regular Full-time Employee shall earn entitlement to a vacation with pay and the rate at which such entitlement is earned shall be governed by the position held by the Employee and the total length of such services as follows:
- (a) During the first (1st) through fourth (4th) year of such employment, an Employee earns a vacation entitlement of two (2) weeks or seventy-five (75) hours and four percent (4%) of gross earnings;
  - (b) During each of the fifth (5th) through seventh (7th) years of employment, an Employee earns a vacation entitlement of three (3) weeks or one hundred and twelve point five (112.5) hours and six percent (6%) of gross earnings;
  - (c) During the eighth (8th) year of employment and beyond, an Employee earns a vacation entitlement of four (4) weeks or one hundred and fifty (150) hours and eight percent (8%) of gross earnings;
- 18.03 Regular Part-time Employees shall be paid the appropriate percentage of gross earnings provided in Clause 18.02 each pay-period.
- 18.04 Vacation with pay shall not accrue during periods while:
- (a) on layoff;
  - (b) on unpaid absence during which the Employee is in receipt of WCB benefits;
  - (c) on leave of absence in excess of fifteen (15) calendar days for any reason.
- 18.05 **Time of Vacation**
- All vacation shall be taken at a mutually agreeable time. The Employer shall post the vacation schedule planner from April 15th to May 15th of each year. Where an Employee submits their vacation preference by May 15th of that year, approval shall be granted in writing by order of seniority by June 1st of the same year. Seniority within each classification shall be the determining factor when there is a dispute regarding preference for the time that vacation is to be taken. For the purposes of this agreement the annual vacation year is from June 1st to May 31st.
- When an Employee submits a request in writing after May 15th for vacation, the Employer shall indicate approval or disapproval in writing of the vacation request within ten (10) days of the request.
- An Employee who does not select vacation on the schedule planner may take vacation at a time approved by the Employer and not in conflict with the Employees who have selected on the vacation planner.

- 18.06 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.
- 18.07 The Employer shall advise an Employee of their accrued vacation entitlements on their biweekly pay stub.
- 18.08 Vacation Pay on Termination  
An Employee upon termination shall receive vacation pay at their basic rate of pay for all vacation earned.

## ARTICLE 19 Sick Leave

- 19.01 Sick leave is for the sole purpose of protecting full-time and regular part-time Employees from loss of income when legitimately absent due to a non-occupational illness or disability.
- 19.02 Full-time Employees who have completed their probationary period shall be credited with twelve (12) sick leave days and Part-time Employees who have completed their probationary period shall be credited with eight (8) sick leave days per calendar year. Full-time Employees completing their probationary period part way through the year shall be granted sick leave with pay at the rate of one (1.0) day per month worked to a maximum of twelve (12) working days per year. Regular part-time Employees completing their probationary period part way through the year shall be granted sick leave with pay at the rate of zero point sixty-six (0.66) days per month worked to a maximum of eight (8) working days per year. There will not be any carry over of unused sick days to the next year.
- 19.03 Subject to the above, Employee granted sick leave shall be paid for the period of such leave at the Basic Rate of Pay and the number of hours thus paid shall be deducted from their accumulated sick leave credits up to the total amount of the Employee's accumulated credits at the time sick leave commenced.
- 19.04 Wage replacement will commence upon the first (1st) day of illness or disability.
- 19.05 An Employee who has exhausted their sick leave credits during the course of an illness, and the illness continues, shall with the approval of the Employer be placed on leave of absence without pay provided the illness is verifiable.
- 19.06 Any eligible Employee claiming sick leave under this Article shall notify the Employer at least four (4) hours before the Employee would normally report for work. It is understood that the Employee shall supply a medical certificate to the Employer for periods of illness or disability, should the request for sick leave exceed two (2) or more days and may be required on the first (1st) day of illness or disability.
- 19.07 As per article 23.10, Casual Employees will not be entitled to sick leave.

**ARTICLE 20**  
**Workers' Compensation**

- 20.01 Workers' Compensation Board coverage will be provided by the Employer for all Employees. In accordance with the *Income Tax Act*, Workers' Compensation benefits are not taxable.
- 20.02 Employees shall not be paid for sick leave benefits when they are absent from work and drawing Workers' Compensation. An Employee absent on Workers' Compensation for a period in excess of thirty (30) calendar days shall not accrue sick leave credits and vacation entitlements during the period of absence but will accrue seniority to a maximum of one (1) year.
- 20.03 Employees shall not be entitled to a named holiday or a compensating day off in lieu of a Named Holiday from the Employer while receiving benefits from Workers' Compensation.
- 20.04 An Employee who has been on Workers' Compensation in excess of thirty (30) calendar days and who is certified by the Workers' Compensation Board to be fit to return to work and who is capable of performing the duties of their former position, shall provide the Employer with fourteen (14) days written notice of readiness to return to work. The Employer may accommodate return to work sooner than fourteen (14) calendar days where agreeable between the Employer, the Union and the Employee.
- 20.05 The Employee shall keep the Employer informed of the progress of their condition on an on-going basis.

**ARTICLE 21**  
**Leave of Absence**

- 21.01 **General Conditions**
- (a) Requests for a leave of absence, without pay or benefits of Employer contributions will, where possible, be made in writing to the proper officer of the Employer four (4) weeks in advance, except that in extenuating circumstances the time factor may be waived or reduced. Recognizing that the primary commitment of the Employee is to the Employer, the granting of leaves of absence is subject to the approval of the Employer. 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.
- (b) During leaves of absence without pay of longer than thirty (30) calendar days, subject to approval by the Insurer(s), Employees may elect to maintain coverage of contributory plans specified in Article 31, provided that the Employee makes prior arrangements to pay full premium costs. Employees shall provide post-dated cheques for the premium costs. In the event of failure to remit the full payment required above, reinstatement in any and all plans shall be subject to the enrollment and other requirements of the Underwriter.



- (c) For the portion of maternity leave during which an Employee has a valid health-related reason for being absent from work and who is in receipt of sick leave payments shall be administered in the same fashion as an Employee absent due to illness.
- (d) An Employee who has been granted leave of absence and overstates the leave without permission of the Employer, shall automatically terminate their position, except in cases of extenuating circumstances acceptable to the Employer.
- (e) Employees shall not be entitled to Named Holidays with pay, which may fall during a period of leave of absence without pay.

Employees granted leave of absence shall be required to use up accumulated vacation entitlement prior to returning to duty.

21.02

(a) Maternity Leave

- (i) An Employee who has completed ninety (90) days of continuous employment shall, upon their written request, providing at least twenty-eight (28) calendar days advance notice, be granted maternity leave to become effective at any time during the twelve (12) weeks immediately preceding the estimated date of delivery, provided that the Employee commences maternity leave no later than the date of delivery. 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 in receipt of sick leave. The Maternity Leave to which a pregnant Employee is entitled is a period of not more than sixteen (16) weeks, however, the Employee may combine the period of maternity with entitlement under Parental Leave, for a total period of seventy-eight (78) weeks. Maternity leave shall not exceed seventy-eight (78) weeks unless mutually agreed between the Employer and the Employee.
  - (ii) An Employee requesting an extension of maternity leave and who has unused vacation entitlement may be required to take the vacation pay as a part of or all the period of the extension.
- (b) (i) Subject to Section (ii) an Employee on maternity leave shall provide the Employer with at least twenty-eight (28) calendar days' notice of readiness to return to work, following which the Employer will reinstate their in the same or an equivalent position at not less than the same step in the pay scale and other benefits that accrue to their up to the date the Employee commenced leave.

- (ii) In the event that during the period of an Employee's maternity leave, the position from which the Employee is on such leave has been eliminated due to reduction of the working force or discontinuation of an undertaking or activity and the Employer has not increased the work force or resumed operations on the expiry of the Employee's maternity leave and the returning Employee does not have sufficient seniority to displace any other incumbent, the name of the Employee will be added to the list of laid off Employees. Upon increasing the work force, resumption of the business, undertaking, or activity, recall or reinstatement to the working force shall be in compliance with the Layoff and Recall Article.

21.03

Parental or Adoption Leave

- (a) An Employee who has completed ninety (90) days of continuous employment shall upon written request, giving twenty-eight (28) calendar days' notice before making application for Parental or Adoption Leave, be granted leave without pay for up to sixty-two (62) weeks.
- (b) Where the Employee is unable to comply with (a), the Employee may commence adoption leave upon one (1) days' notice provided that application for such leave was made when the adoption was approved and the Employer is kept informed of the progress of the adoption proceedings.
- (c)
  - (i) Subject to section (ii) an Employee granted adoption/parental leave shall provide the Employer with twenty-eight (28) calendar days' notice of readiness to return to work, following which the Employer will reinstate their in the same or an equivalent position at not less than the same step in the pay scale and other benefits that accrue to their up to the date the Employee commenced leave.
  - (ii) In the event that during the period of an Employee's parental/adoption leave, the position from which the Employee is on such leave has been eliminated due to reduction of the work force or discontinuation of the undertaking or activity and the Employer has not increased the work force or resumed operations on the expiry of the Employee's adoption leave and the returning Employee does not have sufficient seniority to displace any other incumbent, the name of the Employee will be added to the list of laid off Employees. Upon increasing the work force, resumption of the business, undertaking or activity, recall or reinstatement to the working force shall be in compliance with the Layoff and Recall Article.

21.04 Court Appearance

When a Regular Full-time or Regular Part-time Employee is subpoenaed as a witness at court or is required for jury selection or duty, the Employer will pay the Employee's regular wages for the scheduled shifts while in such attendance, less the amount paid to the Employee for such attendance at court or for jury selection or duty.

21.05 Bereavement Leave

- (a) In the event of a death of an immediate family member as defined below, an Employee shall be entitled to receive three (3) consecutive days bereavement leave without loss of 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, fiancé(e), child, parent [including step-parent], siblings [including step-brother or sister], current in-law relationships [including mother, father, brother, sister, son or daughter], grandparents and grandchildren.

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

21.06 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, 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) weeks. 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.
- (b) In order to qualify for leave under this provision, the Employee shall meet the eligibility requirements of the Employment Insurance regulations.
- (c) Employees may be required to submit to the Employer satisfactory proof demonstrating the need for compassionate care leave.

**ARTICLE 22**

**Temporary Employees**

- 22.01 Except as modified in this Article, all provisions of this Collective Agreement shall apply to Temporary Employees.

22.02 Employee Health Benefits Plan

The provisions of Article 31, Employee Health Benefits Plan, shall apply to Temporary Employees after the completion of six (6) months of continuous services, and whose regular hours of work exceed fifteen (15) hours per week averaged over one complete cycle of the shift schedule.

22.03 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 23**  
**Casual Employees**

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

23.02 No Casual Employee shall be scheduled except with their consent.

23.03 A Casual Employee who has provided the Employer with their availability and who does not accept shifts for a two (2) consecutive months will be terminated due to position abandonment.

23.04 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.

23.05 A Casual Employee required to work on a Named Holiday shall be paid at one point five times (1.5X) their basic rate of pay for all hours worked.

23.06 Casual Employees shall be paid four percent (4%) of their regular earnings paid at the basic rate of pay as vacation pay on each bi-weekly pay period.

23.07 Appointments, Transfers and Promotions

(a) Subject to the criteria established in Article 10 of this Collective 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.

(b) All internal 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.

23.08 Casual Employees do not accrue seniority.

23.09 The Layoff and Recall provisions do not apply to Casual Employees.

23.10 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 or seventy-five (75) hours in a bi-weekly pay period.

- 23.11 In addition to the foregoing, the following provisions of this Collective Agreement do not apply to Casual Employees: Leaves of Absence, Annual Vacation, Named Holidays, Sick Leave, and Benefits.

**ARTICLE 24**  
**Layoff, Recall and Severance**

- 24.01 Where, in the opinion of the Employer, it becomes necessary to displace an Employee, due to a reduction of the work force or reduction in regularly scheduled hours of work of a regular Employee, or wholly or partly discontinue an undertaking, activity or service, the Employer will notify the Employee in writing at least fourteen (14) calendar days prior to the date of layoff, except that the fourteen (14) calendar days' notice shall not apply where layoff results from an act of God or emergency such as fire or flood or any other circumstances beyond the control of the Employer.

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 fourteen (14) calendar days' notice is not required.

Employees will be laid off in reverse order of seniority provided that the remaining Employees have the skills, training, knowledge and ability to perform the work. No full time Employee within the bargaining unit shall be laid off by reason of their duties being assigned to one or more part time Employees.

In the case of a layoff, the Employer will:

- (i) Advise the Union, in advance, of the need to reduce hours or the number of Employees.
- (ii) Meet with the Union to discuss ways to mitigate the effects of the layoff, including the possibility of voluntary layoff or other solutions.
- (iii) During the above meeting the Employer and Union will agree to a process to be used during the layoff.

**Layoff Procedure**

- Step 1 – Discuss proposed layoff procedure with Union Representative.
- Step 2 – Provide Union with bi-weekly reductions of hours per classification.
- Step 3 – Provide the Union with revised blank 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.
- Step 6 – Management and the Union will set a 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. Employees will be entitled to either indicate their choice using the procedure above or accept the layoff.

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

The Employees will also have the choice of coming in or providing a number where they can be reached at their set time. Employees put their name down on any available position (providing qualified).

Step 7 - Employees with no available positions would receive their required working notice period or pay in lieu of notice.

Step 8 - At the conclusion of this notice period the new schedule becomes active.

24.02

#### Application

In this provision, classification means all classifications and status means Full-time or Part-time.

- (a) In the event of a reduction in the workforce, a displaced Regular Employee may displace a less senior Regular Employee in the same classification within the same status.
- (b) When a displaced Regular Employee is unable to displace someone with the same classification and status, such displaced Employee may displace a less senior Employee in the same classification with a different status.
- (c) When an Employee is on an approved leave of absence, or Workers' Compensation Benefits the consultation meeting and the notice of layoff, if applicable, shall be served when the Employee has provided notice of readiness to return to work.

24.03

#### 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 for a maximum of three (3) months.

24.04

#### 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.

- (b) The method of recall shall be by telephone, and if contact with the Employee on layoff is not accomplished, by registered letter or courier sent to the Employee's last known place of residence or by personal delivery of the same. When dispatched by registered letter, the letter shall be deemed delivered five (5) calendar days from the date of mailing. When dispatched by courier, the letter shall be deemed delivered the date it was sent by courier. The Employee so notified will report for work as directed but, in any event, shall notify the Employer of their intent no later than five (5) days following the delivery date.
- (c) No new Regular Employees will be hired where there are other Employees who are on layoff, who are capable of performing the work available.

24.05 Other than for the continuation of the seniority held at the time of layoff, an Employee's rights while on layoff shall be limited to the right of recall. Seniority shall not accumulate while an Employee is on layoff.

24.06 Employment shall be deemed terminated when an Employee does not return from layoff when notified to do so, or on the expiry of twelve (12) months from the date of layoff, whichever first occurs. Where an Employee on layoff occupies a temporary position, the twelve (12) month period shall be suspended during their temporary position and shall recommence upon the termination of the temporary position for the balance of the twelve (12) month recall period.

24.07 Casual Shifts

- (a) Regular Employees who have been reduced in regular hours of work through the application of Article 24, and Employees on layoff shall indicate in writing on a monthly basis to the Employer their availability to work casual shifts (i.e. work opportunities of three (3) months or less).
- (b) Casual shifts shall be offered to Employees by seniority provided that the Employees have the skills, training, knowledge and ability to perform the work.
- (c) Regular Employees who have been reduced in regular hours shall be given first opportunity to casual shifts. Regular Employees on full layoff who refuse casual shifts may do so without adversely impacting their recall rights.

24.08 Severance

Commencing on the date of ratification of this agreement, in the event of layoff resulting in permanent reductions of regular Employees, notice or pay in lieu of notice shall be granted at the rate of one (1) week per year to a maximum of eight (8) weeks.

## **ARTICLE 25**

### **Discipline, Dismissal and Resignation**

- 25.01 In the event an Employee is given a written warning, it shall be within ten (10) days of the date the Employer concludes their investigation. A written warning that is grieved and determined to be unjustified shall be removed from the Employee's record.
- 25.02 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 (Membership Services Officer) within five (5) days of the action being taken. The action of suspension or dismissal shall be within ten (10) days of the date that the Employer concludes their investigation. When action involves a suspension, the notice shall specify the time period of the suspension.
- 25.03 By an appointment made at least one (1) working day in advance, an Employee and/or their Union representative, shall have access to their personnel records during the grievance process or at least once per year, in the presence of the Executive Director or their designate.
- 25.04 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.
- 25.05 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 their personnel file be cleared of any record of the disciplinary action. Such request shall be granted provided the Employee's file does not contain any further record of disciplinary action during the two (2) year period of which the Employee is aware.
- 25.06 In the event an Employee is reported to their licensing body by the Employer, the Employee shall be so advised, and a written copy shall be forwarded to the Union.
- 25.07 An Employee absent for three (3) consecutive work days without notifying the Employer, shall be considered to have vacated their position except where the Employee subsequently provides reasons acceptable to the Employer.
- 25.08 Fourteen (14) calendar days' notice in writing shall be given by the Employee resigning from the Employer.

## **ARTICLE 26**

### **Occupational Health & Safety**

- 26.01 A Committee will be established to consider matters of Occupational Health and Safety.
- 26.02 The Committee shall meet at least quarterly or more frequently if required by either party at a mutually acceptable hour and date.



- 26.03 The Committee shall be established, and the Union will have the right to designate three (3) members of the bargaining unit as a member of this committee.
- 26.04 The basic rate of pay will be paid to such Employee for time spent in attendance at a meeting of the Committee.
- 26.05 The Employer agrees to abide by the terms of the *Occupational Health and Safety Act*.
- 26.06 An Employee's rights shall be respected in accordance with the *Occupational Health and Safety Act*.

## **ARTICLE 27**

### **Grievance Procedure**

#### **27.01 Grievance Definitions**

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

- (a) an individual grievance is a dispute affecting one (1) Employee. Such grievance shall be initiated at Step 1 of the grievance procedure as outlined in Article 27.05 except in cases of suspension or dismissal which will commence at Step 2; or
- (b) a group grievance is a dispute affecting two (2) or more Employees. Such grievance shall be initiated at Step 2 and processed there from in the same manner as an individual grievance as outlined in Article 27.05 A group grievance shall list all Employees affected by the grievance and the results of such grievance shall apply, proportionately if applicable, to all Employees listed on the original grievance; or
- (c) a policy grievance is a dispute between the Parties which, due to its nature, is not properly the subject of an individual or group grievance. Such grievance shall be initiated, in writing, within fifteen (15) days of the date the aggrieved Party first became aware of or reasonably should have become aware of the event leading to the grievance. If the policy grievance is a Union grievance, it shall commence at Step 2. If the policy grievance is an Employer grievance, it shall be directed to the Union President and the President shall render a written reply within five (5) days of receipt. Upon receipt of response or failure to reply, the Employer may advance the grievance to arbitration. Notwithstanding Article 27.01(a), (b) and (c) and Article 27.05 the parties may mutually agree to advance the grievance to a subsequent step in the grievance process. In the event any management officers as named in the grievance steps are one and the same, the subsequent steps will be deemed to have been complied with.

27.02 Authorized Representatives

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

The Employer agrees that the Union Representative shall not be hindered, coerced or interfered with in any way in the performance of their functions while investigating disputes and presenting adjustments as provided in this Article. However, no representative shall leave their work without obtaining consent from their supervisor, which shall not be unreasonably withheld. The Union Representative shall not suffer any loss of pay for time spent in the performance of their duties involving a grievance provided that the representative does not leave the Employer's premises.

27.03 Communication

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

27.04 Time Periods

- (a) For the purpose of this Article, periods of time referred to in days shall be deemed to mean such periods of time calculated as consecutive calendar days exclusive of Saturdays, Sundays, and Named Holidays which are specified in Article 17.
- (b) Should the Employee or the Union fail to comply with any time limit in this Article, the grievance will be considered to be abandoned, unless the parties have mutually agreed in writing to extend the time limits.
- (c) Should the Employer fail to comply with any time limits in this Article, the grievance shall automatically move to the next step on the day following the expiry of the particular time limit unless the parties have mutually agreed in writing to extend the time limits.
- (d) During any and all grievance proceedings, the Employee shall continue to perform their duties, except in cases of suspension or dismissal.
- (e) A suspension or dismissal grievance shall commence at Step II.

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

### **Step 1**

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

### **Step 2**

A grievance shall be submitted, in writing, to the 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 3**

If the grievance is not resolved under Step 2, the Union may, within ten (10) days of the receipt of the written decision of the Executive Director or designate, submit the grievance in writing to the Regional Director Operations or designate, specifying the nature of the grievance/s and the redress sought, who shall meet with the grievor and the Union Representative and shall render a decision in writing to the Union within ten (10) days of the meeting.

### **Mediation**

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

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

### **Step 4 - Arbitration**

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

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

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

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

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

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

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

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

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

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

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

## **ARTICLE 28**

### **Employee Management Advisory Committee (EMAC)**

- 28.01 (a) An Employee Management Advisory Committee (EMAC) shall be established. The EMAC shall meet at least three (3) times a year.
- (b) The Local/Chapter Representative of the Union 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.
- (c) The desired functions of the EMAC are to examine and make recommendations regarding the concerns of Employees and other matters related to employment, not covered within the Collective Agreement.
- (d) An Employee shall be paid their basic rate of pay for attendance at these Committee Meetings.
- (e) Additional meetings can be called upon mutual agreement between the Union and the Employer.

- (f) The chairing of the meetings shall be rotated between the Employer and the Union.

## **ARTICLE 29**

### **Administration of Medications by Health Care Aides**

- 29.01 A Health Care Aide assigned by the Employer to administer medications shall receive an additional five dollars (\$5.00) per shift.

The Employer reserves the right to determine which Employees will administer medications and will give consideration to those Employees who express interest in participation in this program.

## **ARTICLE 30**

### **Uniforms**

- 30.01 Uniform allowance is for the sole and exclusive purpose of maintaining appropriate work attire at all times. Employees shall have the responsibility of cleaning and maintaining their uniform in a state of good repair. Employees may be required to replace their uniform if it is not in a state of good repair.

Where required by the Employer, uniforms for staff of all departments must be purchased from the supplier chosen by the Employer. No exceptions will be permitted unless otherwise approved by the Employer.

- 30.02 The Employer shall provide a uniform allowance for all Employees who are required by the Employer to wear a uniform which shall be paid at the rate of eight cents (8¢) per hour paid. The uniform balance will be payable on a bi-weekly basis.

## **ARTICLE 31**

### **Benefits**

- 31.01 Regular Employees who are regularly scheduled to work fifteen (15) or more hours per week, are eligible to participate in the benefits plans.

- 31.02 The Employer will provide the following benefit plans:

- (a) A Health Benefit Plan which provides for (i) reimbursement for eighty percent (80%) for all medications and supplies prescribed by a physician or dentist, and (ii) reimbursement for services provided by registered paramedics including chiropractor, osteopath, naturopath, podiatrist, physiotherapist, massage therapist, speech therapist, and psychologist, to an annual maximum of \$250 per type of paramedic practitioner. Benefit coverage will cease on the earlier of termination of employment or retirement.

- (b) A Dental Plan which provides one hundred percent (100%) reimbursement of eligible basic services (including maintenance check ups, fillings, x-rays, oral surgery, endodontics, periodontics and denture repairs), with the fees to be determined in accordance with the current-year Alberta Dental Fee Guide and fee schedule. Benefit coverage will cease on the earlier of termination of employment or retirement.
  - (c) Group life insurance and accidental death and dismemberment insurance, each in the amount of \$30,000. Benefit coverage will cease on the earlier of termination of employment or attaining the age of 65.
- 31.03 The Employer shall pay seventy percent (70%) and the Employee shall pay thirty percent (30%) of the premiums for the benefits plans.
- 31.04 The operation of the benefit plans shall be governed by the terms and conditions of the contracts between the Employer and the benefit insurers.
- 31.05 The Employer shall make information booklets available to eligible Employees who participate in the benefit plans.

## **ARTICLE 32**

### **Bulletin Board Space**

- 32.01 The Employer shall provide bulletin boards to be placed in reasonably accessible locations upon which designated space shall be provided where the Union may be permitted to post notices of meetings and other such notices, which may be of interest to Employees. It is not the intention of the Union to post anything objectionable to the Employer. Content to be placed on the board shall be approved by the Employer prior to being posted. A response for a request to post a notice shall be provided by the Employer within 24 hours of receipt of the request.

## **ARTICLE 33**

### **Contracting Out**

- 33.01 Except in the case of an emergency, the Employer agrees to give the Union notice in writing, at least sixty (60) days prior to contracting out any work which may result in the layoff of any Employee in the bargaining unit. Discussions will commence between the parties within ten (10) days of such notice and every reasonable effort will be made to provide continuing employment for affected Employees with the contractor.
- The Employer shall not contract out any work usually performed by members of the bargaining unit if, as a result of such contracting out, a layoff of any Employees other than casual Employees results from such contracting out.

**ARTICLE 34**  
**Retirement Savings Plan**

- 34.01 The Employer will offer an Employee self-directed, Registered Retirement Savings Plan (RRSP) for Regular Full-time and Regular Part-time Employees (who are normally scheduled to work forty (40) hours bi-weekly or more of the normal work hours in a bi weekly pay period.) Participation will be on a voluntary basis.
- 34.02 Employees on the Employer's payrolls as of the date of ratification of this Collective Agreement are eligible to enroll in the Plan without any eligibility period. For person hired on or after the date of ratification, the eligibility period is completion of six (6) months service.
- 34.03 Employees who wish to participate will contribute:  
Effective January 1, 2020, three percent (3%) per hour worked, matched by the Employer on a dollar for dollar basis, up to a maximum of three percent (3%) of regular earnings.  
Regular earnings (wages) is defined as the basic straight time wages for all hours worked, including: (i) the straight time component of hours worked on a holiday; (ii) holiday pay, for hours not worked; and (iii) vacation pay. All other payments, premiums, allowances etc. are excluded.

**ARTICLE 35**  
**Registration Fees**

- 35.01 An Employee who has worked an average of point four full time equivalent (0.4 FTE) or greater in the previous fiscal year and has active registration with the College of Licensed Practical Nurses Association (CLPNA) at the beginning of the next registration year, shall receive a three-hundred dollar (\$300.00) reimbursement to their College of Licensed Practical Nurses Association (CLPNA) registration fees.

## SALARY SCHEDULES

### AUXILARY NURSING

	Step	1	2	3	4	5	6	7	8	9
	Hours	Start	451	1,951	3,901	5,851	7,801	9,751	11,701	13,651+
<b>Health Care Aide</b>										
	Current	\$19.32	\$20.33	\$21.01	\$21.62	\$22.34	\$22.83	\$23.52	\$24.21	
	January 1, 2018 (2%)	\$19.71	\$20.74	\$21.43	\$22.05	\$22.79	\$23.29	\$23.99	\$24.69	
	January 1, 2019 (2%)	\$20.10	\$21.15	\$21.86	\$22.49	\$23.25	\$23.76	\$24.47	\$25.18	
	January 1, 2020 (1.75%)	\$20.45	\$21.52	\$22.24	\$22.88	\$23.66	\$24.18	\$24.90	\$25.62	

### **Licensed Practical Nurse**

	Current	\$26.34	\$27.34	\$28.14	\$28.66	\$29.20	\$30.01	\$31.07	\$32.32	\$33.61
	January 1, 2018 (2%)	\$26.87	\$27.89	\$28.70	\$29.23	\$29.78	\$30.61	\$31.69	\$32.97	\$34.28
	January 1, 2019 (2%)	\$27.41	\$28.45	\$29.27	\$29.81	\$30.38	\$31.22	\$32.32	\$33.63	\$34.97
	January 1, 2020 (1.75%)	\$27.89	\$28.95	\$29.78	\$30.33	\$30.91	\$31.77	\$32.89	\$34.22	\$35.58

## GENERAL SUPPORT SERVICES

		Hours	0-450	451+
<b>Cook</b>	Current		\$18.21	\$20.78
	January 1, 2018 (2%)		\$18.57	\$21.20
	January 1, 2019 (2%)		\$18.94	\$21.62
	January 1, 2020 (1.75%)		\$19.27	\$22.00
<b>Senior Cook</b>	Current		\$20.78	\$22.03
	January 1, 2018 (2%)		\$21.20	\$22.47
	January 1, 2019 (2%)		\$21.62	\$22.92
	January 1, 2020 (1.75%)		\$22.00	\$23.32
<b>Dietary Aide (Dining Room)</b>	Current		\$14.25	\$16.04
	January 1, 2018 (2%)		\$14.54	\$16.36
	January 1, 2019 (2%)		\$14.83	\$16.69
	January 1, 2020 (1.75%)		\$15.09	\$16.98
<b>Housekeeper</b>	Current		\$15.44	\$16.94
	January 1, 2018 (2%)		\$15.75	\$17.28
	January 1, 2019 (2%)		\$16.07	\$17.63
	January 1, 2020 (1.75%)		\$16.35	\$17.94
<b>Angels (Companions)</b>	Current		\$13.95	\$16.63
	January 1, 2018 (2%)		\$14.23	\$16.96
	January 1, 2019 (2%)		\$14.51	\$17.30
	January 1, 2020 (1.75%)		\$14.77	\$17.60



	<b>Hours</b>	<b>0-450</b>	<b>451+</b>
<b>Maintenance</b>	Current	\$20.09	\$21.67
	January 1, 2018 (2%)	\$20.49	\$22.10
	January 1, 2019 (2%)	\$20.90	\$22.54
	January 1, 2020 (1.75%)	\$21.27	\$22.93
<b>Activities Aide</b>	Current	\$13.84	\$14.99
	January 1, 2018 (2%)	\$14.12	\$15.29
	January 1, 2019 (2%)	\$14.40	\$15.60
	January 1, 2020 (1.75%)	\$14.65	\$15.87
<b>Activity Aide/ Bus Driver</b>	Current	\$16.14	\$17.31
	January 1, 2018 (2%)	\$16.46	\$17.66
	January 1, 2019 (2%)	\$16.79	\$18.01
	January 1, 2020 (1.75%)	\$17.09	\$18.32
<b>Receptionist/ Front Desk</b>	Current	\$14.14	\$16.49
	January 1, 2018 (2%)	\$14.42	\$16.82
	January 1, 2019 (2%)	\$14.71	\$17.16
	January 1, 2020 (1.75%)	\$14.97	\$17.46
<b>Dishwasher</b>	Current	\$15.00	\$16.30
	January 1, 2018 (2%)	\$15.30	\$16.63
	January 1, 2019 (2%)	\$15.61	\$16.96
	January 1, 2020 (1.75%)	\$15.88	\$17.26

Employees being paid a salary greater than is provided on the new salary grid will be frozen over range until they accumulate the appropriate hours to advance to the next step.

Retroactive pay shall be paid on the first pay following sixty (60) days from the date of ratification. It is agreed that the ratification date is the date on which the union ratified the agreement. Retroactive pay will be based on hours worked and apply to employees who were actively employed on the date of ratification.

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

Signed this 4<sup>th</sup> day of October, 2019.

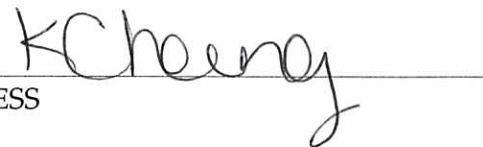
ON BEHALF OF HCN -REVERA LESSEE  
(RIVERBEND) LP



  
WITNESS

ON BEHALF OF THE ALBERTA UNION  
OF PROVINCIAL EMPLOYEES



  
WITNESS