

COLLECTIVE AGREEMENT

BETWEEN

**SIGNATURE LIVING (ROCKY RIDGE)
MANAGEMENT LTD.**

AND THE

**ALBERTA UNION OF PROVINCIAL
EMPLOYEES
LOCAL 048 CHAPTER 46**

EXPIRES DECEMBER 31, 2021

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STATEMENT OF PURPOSE AND PREAMBLE

WHEREAS the Parties agree that it is the mutual desire and intent of the Parties to:

- (a) Ensure the provision of the best possible service and quality resident care, by providing for the physical, emotional and social needs in a supportive living environment; and
- (b) Protect the interests of the Residents and the Employees; and
- (c) Endeavor to act with the highest standards of integrity and accountability.

The Parties also recognize the mutual value of joint discussions and negotiations in matters, arising out of the Collective Agreement, and of mutual concern to the Parties; and

Entering into a collective agreement setting forth rates of pay, hours of work and other terms and conditions of employment; and

Maintaining harmonious relations between the Employer and the Union and to work together in the promotion of the highest standard of care and services.

ARTICLE 1

TERM OF COLLECTIVE AGREEMENT

1.01 Except where otherwise stated in this Collective Agreement, this Collective Agreement, including appendices hereto unless altered by mutual consent of both Parties hereto, shall be in force and effect from August 22, 2018 up to and including December 31, 2021 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 not less than sixty (60) days nor more than one hundred twenty (120) days prior to the expiration of its desire to amend this Collective Agreement.

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) a new Collective Agreement is concluded and ratified by both Parties,
- (b) the right of the bargaining agent to represent the Employees is terminated, or
- (c) a strike or lockout commences.

The Parties agree there shall be no strikes or lockouts while this Agreement is in full force and effect.

1.03 (a) In the event any provision of this Collective Agreement is in conflict with any present or future statute of the Province of Alberta or Government of Canada applicable to the Employer, the section so affected shall be altered or amended forthwith in a manner agreeable to both parties so as to incorporate required changes. Such action shall not affect any other provisions of this Collective Agreement.

(b) 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.

1.04 Any notice required hereunder to be given shall be deemed to have been sufficiently served if personally delivered or mailed in a prepaid registered envelope, or by receipted courier, or by facsimile addressed in the case of the Employer to:

Director of Human Resources
Signature Retirement Living
1200-22 St. Clair Ave. East
Toronto, ON, M4T 2S3
apearce@signatureretirementliving.com

and in the case of the Union to:

The President
The Alberta Union of Provincial Employees
10451 170 Street NW
Edmonton AB TSP 4S7
FACSIMILE# - 780-930-3312

ARTICLE 2

DEFINITIONS

- 2.01 "Executive Director" means the senior person responsible for the operations of the Centre reporting to the Chief Administrative Officer (CAO).
- 2.02 "Bargaining unit" shall mean the unit of Employees as described on the Labour Relations Board Certificate excluding the positions agreed by the parties in Appendix A.
- 2.03 "Resident Care Manager" means a person accountable for the management and coordination of care services for residents in an assigned area.
- 2.04 "Arbitration and Adjudication" takes its meaning from the section of the Code dealing with the resolution of a difference. Hereinafter, where the word "Arbitration" is used, it shall be deemed to mean "Adjudication" where applicable.
- 2.05 "AUPE" or "Union" means the Alberta Union of Provincial Employees. In the event of a change of name of the aforementioned AUPE, the subsequent name shall be recognized.
- 2.06 "Basic Rate of Pay" means the step in the Wage Grid applicable to an Employee in accordance with the terms of this Collective Agreement, exclusive of all premium payments.
- 2.07 "Facility" means the continuing care centre named as the "Employer" in this Collective Agreement.
- 2.08 "Chapter" or "Local Chapter" means the worksite component of AUPE.
- 2.09 "Classification" means a group of positions having sufficient common characteristics that they are assigned a common title and compensation treatment. Current classifications in this Bargaining Unit at the date of signing of this Collective Agreement are listed in Appendix A: Wage Grid to this Collective Agreement.
- 2.10 "Code" means the Alberta Labour Relations Code, as amended from time to time.
- 2.11 "Continuous Service" means the period of employment commencing on the latest date of employment in the bargaining unit that is not interrupted by termination or dismissal.
- 2.12 "Employee" means a person covered by this Collective Agreement and employed by the Employer. At the time of hire the employment status of each Employee will be determined in accordance with the following:
- (a) "Permanent Regular Employee" is one who works permanently on a Full-time or Part-time basis on regularly scheduled shifts of continuing nature:
 - (i) A "Full-time" Employee shall be an employee working sixty (60) hours or more bi-weekly.
 - (ii) A "Part-time" Employee is one who is regularly scheduled for less than sixty (60) hours bi-weekly
 - (b) "Casual Employee" is one who:
 - (i) does not fill a position on the master rotation; and
 - (ii) 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 four (4) weeks but less than eighteen (18) months in duration; or
 - (ii) to replace a Full-Time or Part-Time Employee who is on approved leave of absence or an absence due to illness or injury where the Employee has indicated that such absence will be for a period of four (4) weeks or longer in duration.
- 2.13 "Employer" means Signature Living (Rocky Ridge) Management Inc.
- 2.14 The masculine, the feminine or both or neither shall mean and include all gender, gender identity and gender expression and similarly, the singular shall include the plural and vice-versa, as applicable.
- 2.15 "Gross earnings" means all monies earned by the Employee under the terms of the Collective Agreement.
- 2.16 "Local" means Local 048 of the Alberta Union of Provincial Employees.
- 2.17 "Member" means an Employee of the Employer, who is included in this Collective Agreement and who is a member of the Local.
- 2.18 "FTE" means full-time equivalency.
- 2.19 "Position" means:
 - (a) the Employee status;
 - (b) the classification; and
 - (c) the full-time equivalency.
- 2.20 "Practice Permits/ Registration" takes meaning from the Health Professions Act, Alberta Regulation 81/2003, Licensed Practical Nurse Profession Regulation as amended. Registration is not membership in the Union.
- 2.21 "Pyramiding" shall be defined as the payment of two (2) or more premiums under different provisions of this Agreement for the same hours worked.
- 2.22 "Shift" means the daily scheduled hours excluding overtime hours.
- 2.23 "Status" for employment means Regular Employee or Casual Employee or Temporary Employee.
- 2.24 For the purpose of applying the terms of this Collective Agreement, time worked shall be deemed to have been worked on the day on which the majority of hours of the shift fall.
- 2.25 "Shift schedule" means the regularly consecutive hours of scheduled work for each employee which occurs in any twenty-four (24) hour period and which is posted.
- 2.26 "Rotation" means the master work schedule of off-duty and on-duty shifts which rotates a consistent pattern of shifts that repeats itself.
- 2.27 "Union Representative" means a representative from the Union authorized by the Union to act on behalf of an Employee.

- 2.28 "Union Steward" Shall mean the official representative of the Union on the worksite and shall be elected or appointed from the Employees covered under this Collective Agreement.
- 2.29 "Vacation" shall mean annual vacation with pay.
- 2.30 "Vacation Year" shall mean the twelve (12) month period commencing on the first (1st) day of January in each calendar year and concluding on the thirty-first (31st) day of December of the following calendar year.
- 2.31 "Work Week" means the days of the week from Sunday to Saturday, however for office staff and administration of the Collective Agreement "working days" shall refer to Monday to Friday.
- 2.32 The words "bi-weekly" shall mean the two calendar weeks constituting a pay period. A pay period commences on Sunday and ends on Saturday.
- 2.33 "Licensed Practical Nurse" (LPN) means a person who is registered as a licensed nurse and who holds a current practice permit pursuant to the *Health Professions Act and Regulations*.
- 2.34 "Health Care Aide" (HCA) means an Employee who has successfully completed and holds a recognized certificate as a Health Care Aide or equivalent.

ARTICLE 3

UNION RECOGNITION

- 3.01 The Employer acknowledges and recognizes that when duly certified as the sole and exclusive bargaining agent for Employees described in the certificate issued by the Alberta Labour Relations Board, the Union has exclusive sole 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 No Employee shall be required or permitted to make any written or verbal agreement, which may be in conflict with this Agreement.
- 3.03
- (a) For the purposes of this Collective Agreement, the Union will be represented by its properly appointed officers. The Union shall provide the Employer with a current list of the officers' / steward names.
 - (b) An Employee shall have the right to wear or display the recognized insignia of the Union, however, no such insignia larger than a lapel pin or button shall be worn while on duty. No Union insignia shall be displayed on the Employer's equipment or sites.
 - (c) A representative of the Union shall have the right to make a presentation of up to thirty (30) minutes during the paid orientation of new Employees. Attendance at the presentation shall not be compulsory. An Employer representative may be present at the presentation.

3.04 Persons whose jobs are not in the bargaining unit shall not work on a job which is included in the bargaining unit, except in an emergency or when a Regular Employee is not available or for the purposes of training or instruction and provided the act of performing the work does not reduce the hours of pay or work of any Regular Employee.

It is understood that the excluded personnel have the right to occasionally do the work of Employees covered by this Agreement or for the purposes of instructing new Employees and for filling shifts if no regular employee is available.

3.05 EMPLOYMENT OF STUDENTS

This collective agreement shall not apply to students employed by the Employer through a work practicum, work placement, cooperative experience program or special federal or provincial funded program(s). Students shall not displace Regular, Temporary or Casual Employees and the employment of students shall not result in the position abolishment or layoff of any Employee.

3.06 CONTACT INFORMATION

It shall be the responsibility of the Employee to keep the Employer informed of their current address, in case it is necessary to notify the Employee of any matter under this Agreement. Notices may be given personally or by registered mail addressed to the Employee at their last known address shown on the payroll system. Such notice shall be deemed to have been given on the date the notice was hand delivered or registered with the Postal Authorities.

3.07 TIME OFF FOR UNION BUSINESS

- (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 applicable Manager for approval. The application for leave will be made in writing with as much advance notice as possible, but not less than two (2) weeks, except that in extenuating circumstances the time factor may be waived or reduced.
- (b) The Employer shall not unreasonably withhold leave of absence for Employees elected or appointed to represent the Union at Conventions, Workshops, Institutes, Seminars, Schools or to attend meetings as a member of the Union's Provincial, Local or Chapter Executive Board or any other union business.
- (c) To facilitate the administration of Union leave as provided within this Collective Agreement where union leave has been granted, the Employer will continue the salary, plus any shift differential and/or weekend premium the Employee would have been paid had she been at work during such leave.

In turn, the Employer shall invoice the Union and shall be reimbursed for the actual salary plus any shift differential and/or weekend premium paid to the Employee or for the replacement salary costs, whichever is greater, plus an amount determined by the Employer to cover the costs of benefits and administration of which the Union shall promptly pay.

- (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 for a period of up to two (2) years. Such leave of absence shall be renewable for further term upon requests.

If it is permissible under the Employee Benefits 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. Such payments will be provided to the Employer by post-dated cheque(s).

3.08

NEGOTIATIONS

- (a) Representatives of the AUPE shall be granted time off with pay and without loss of seniority in order to prepare for and participate in negotiations with the Employer; and
- (b) To facilitate the administration of negotiations leave as provided within this Collective Agreement, where negotiations leave has been granted, the Employer will continue the salary, plus any shift differential and/or weekend premium the Employee would have been paid had she been at work during such leave.
- (c) In turn, the Employer shall invoice the Union and shall be reimbursed for the actual salary plus any shift differential and/or weekend premium paid to the Employee or for the replacement salary costs, whichever is greater, plus an amount determined by the Employer to cover the costs of benefits and administration of which the Union will promptly pay.

ARTICLE 4

UNION MEMBERSHIP AND DUES DEDUCTION

- 4.01 Membership in the Union is voluntary.
- 4.02 Consistent with the payroll system of the Employer, the Union will advise the Employer of the bi-weekly amount of its membership dues. As a condition of employment, an amount equal to said membership dues will be deducted from each Employee at the prescribed rate and remitted to the Union not later than the fifteenth (15th) of the month following. The remittance shall be accompanied by a listing of the names of Employees from whom deductions were made and the amount of the deduction. Such list shall include newly hired Employees.
- 4.03 Where the Employer's management information system permits and where the Employer agrees, the remittance of Union dues shall be by direct deposit to the Union's bank account.
- 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 deduction shall be implemented by the Employer at the next possible pay period following expiry of the notice period.
- 4.05 Where an accounting adjustment is necessary to correct an overpayment or underpayment of union dues, the adjustment shall be effected in the succeeding month.

- 4.06 The deduction remitted shall be accompanied by a list specifying the following:
- the Employee's name;
 - the Employee's number;
 - date of hire;
 - classification(s);
 - Employee personal contact information including telephone number mailing address, city / town / postal code;
 - the amount of deduction for each employee and the amount of the employee's bi-weekly earnings;
 - hourly rate(s) of pay;
 - status (Regular, Full-time, Part-time, Casual or Temporary); and
 - full-time equivalency [FTE].

4.07 The Employer shall indicate the dues deducted and enter the amount on the T-4 slip supplied to the Employee.

ARTICLE 5

MANAGEMENT RIGHTS

- 5.01 The Employer reserves all rights not restricted by this Collective Agreement.
- Without limiting the foregoing, it is the right of the Employer to exercise the regular and customary functions of management, including but not limited to the right to:
- (a) maintain order, discipline, efficiency, and to make, alter and enforce from time to time, rules, policies and regulations to be observed by Employees, which are not in conflict with any provision of this Collective Agreement;
 - (b) introduce new or improved processes and procedures;
 - (c) direct the work force and to create new positions, Classifications or work units, and to determine the number of Employees, if any, needed in any position, determine job content and Shift times and rotations and to determine whether a position will be continued or declared redundant;
 - (d) determine the nature and type of services to be provided by the Employer and the methods to provide those services;
 - (e) be the sole judge of ability, competency and qualifications of any Employee to perform any and all functions required;
 - (f) hire, promote, classify, transfer, layoff and recall Employees; and
 - (g) demote, discipline, suspend or discharge Employees.

ARTICLE 6

WORKPLACE RESPECT

6.01 The Employer, the Union and Employees agree that there shall be no discrimination, restriction, coercion, harassment or practice affecting any employee because of gender, gender identification, gender expression, age, race, ancestry, place of origin, colour, religious beliefs, physical disability, mental disability, marital status, family status, source of income or sexual orientation, or any other prohibited grounds as provided in the *Alberta Human Rights Code*,

- nor because of membership or non-membership or activity in the AUPE; and
- nor because of an Employee exercising any right outlined in this agreement or any law of Canada or Alberta.

The foregoing does not apply with respect to a refusal, limitation, specification or preference based on bona fide occupational requirement.

6.02 **RESPECTFUL WORKPLACE**

The Parties agree that it is the responsibility of the Employer, the Union, and the Employees to adhere to the Respectful Workplace Policy of the Employer.

6.03 (a) The safety and security of Employees is of utmost importance for the Parties and concerns about safety and security are a priority for the Parties.

(b) The Union and the Employer recognize the right of the Employees to work in a safe and secure environment and support a policy of addressing 'working alone' in the workplace.

6.04 **WORKPLACE DIVERSITY**

The Union and the Employer recognize the diversity of the workplace and the multi-cultural and linguistic composition of the workforce. Employees shall only speak the English language in the workplace, except while on rest and meal breaks and other unpaid time, where Employees may speak any language or as otherwise required for the care of the resident.

ARTICLE 7

IN-SERVICE EDUCATION, EMPLOYEE PROFESSIONAL DEVELOPMENT AND ORIENTATION

7.01 The Parties to this Collective Agreement recognize the value of continuing in-service education for Employees in the nursing profession and all staff and that the responsibility for such continuing education lies not only with the individual but also with the Employer.

The provision 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 Employer and the business objectives of the Employer.

For the purpose of this Article, the term "in-service" includes acquisition and maintenance of essential skills, and other programs, which may be offered by the Employer.

7.02 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 Basic Rate of Pay for attendance. The Employer's normal requirements for pre-hire qualifications remain in place and Employees will be responsible for satisfying those hire-on conditions. The following in-service programs shall be compulsory and shall be provided to Employees on an annual basis:

- (a) fire, evacuation and disaster procedures; and
- (b) proper lifting and prevention of back injuries; and
- (c) Workplace Hazardous Materials Information System (WHMIS).

7.03 The Employer shall make available at least every two {2} years or more frequently as determined by the Employer an in-service on:

- (a) the prevention and management of staff abuse and other in-service education programs as deemed appropriate for the purpose of maintaining proficiency.
- (b) management of aggressive behavior and/ or non-crisis intervention where it is relevant to an Employee's work environment and the unit they work on.

ARTICLE 8

PROBATIONARY PERIOD

- 8.01 (a) A new Employee shall serve one probationary period of six (6) calendar months following the commencement of each period of continuous service
- (b) The probationary period may be extended for a period up to an additional four hundred and eighty-seven point five (487.5) hours worked, exclusive of overtime hours worked, in consultation with the Union.

8.02 The Department Manager, following consultation with the Director of Human Resources or designate, will meet with the new Employee on probation, prior to the expiry of the probationary period. The purpose of the meeting is to review the performance of the new Employee prior to any termination of employment.

The Department Manager, in consultation with the Director of Human Resources or designate, will provide written notification to the new Employee and the Union, confirming whether the probationary period is successfully completed and the new Employee is confirmed as permanent or if the new Employee's probation is being extended.

- 8.03 (a) The Employer shall provide a reason for the termination of employment to the new Employee and the Union in writing.
- (b) During the probation period (including an extended probation period) the Employee may be terminated for any reason, without:
- (i) notice; or
 - (ii) pay (except as may be required by the provisions of the *Alberta Employment Standards Code*), and
 - (iii) shall not have recourse to the grievance procedure set out in this Collective agreement or the *Code*, with respect to such termination.

NEW EMPLOYEE ORIENTATION

8.04 New Employees will be given a sufficient orientation to equip them for their work. During this period, the Department Manager will ensure that the new Employee is provided with appropriate support to properly orient them to the position.

The Employer shall provide a paid orientation including an orientation to the Employer organization and the Site.

The first two (2) paid shifts shall be under the guidance of the Employer and be scheduled by the Employer.

8.05 Subject to Article 10: Performance Appraisals of the Collective Agreement during the probationary period the Employer may provide a performance appraisal of each probationary Employee at least once to review her performance to date, including any areas that required improvement. If the probationary Employee thinks her appraisal is unfair she may request and shall be granted a further meeting with her Manager. It is understood that such performance reviews are not subject to the grievance procedure.

ARTICLE 9

SENIORITY

9.01 (a) A Regular Employee's seniority date shall be the date on which a Regular Employee's continuous service commenced with the Employer (including all periods prior to certification), including all prior periods of service as a Casual, Temporary or Regular Employee contiguous to present regular employment.

(b) Employees will continue to accrue seniority during:

(iv) sick leave

(v) parental and maternity leave

(vi) leaves of absence with pay

(vii) bereavement Leave

(viii) court appearance

(ix) paid vacations

(x) Union business leaves

(xi) Workers Compensation leave.

9.02 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.

9.03 Seniority shall be considered in determining:

(a) preference of vacation time as specified in Article 20: Annual Vacation;

(b) layoffs and recalls, subject to the provisions specified in Article 26: Layoff and Recall;

- (c) promotions and transfers and in filling vacancies within the Bargaining Unit subject to the provisions specified in Article 11: Appointments, Promotions and Transfers;
- (d) the selection of rotations (lines) by Employees on a unit affected by a new master rotation;

9.04 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 Regular Employee;
- (b) upon the expiry of nine (9) months following the date of layoff, if during which time the Regular Employee has not been recalled to work;
- (c) if a Regular Employee does not return to work on recall, as provided in Article 26: Layoff and Recall.

A Regular Employee filling a temporary position / assignment retains all rights of a Regular Employee.

9.05 Within three (3) months of the signing date of this Collective Agreement the Employer will provide to the designated Union representative, a seniority list containing the name, classification, number of hours, date of hire and seniority date of each Regular and Temporary Employee in the Bargaining Unit in chronological order.

Casual employees will be listed on the seniority list for information purposes only.

The designated Union representative shall be responsible for the posting of the seniority list on the bulletin board(s). The seniority list will be updated by the Employer and provided to the designated Union representative not less frequently than every six (6) months thereafter.

9.06 The Union shall have thirty (30) calendar days in which to take issue with the seniority list, otherwise the seniority list will be deemed to be correct. Should a difference arise regarding an Employee's seniority, the Employer will provide the Union with the information necessary to establish accurate seniority.

9.07 In the event seniority dates are the same, any disputes arising between two (2) Employees with the same date as they relate to layoffs and recall shall be resolved by a coin toss. If the dispute involves three (3) or more Employees with the same seniority date, then numbered cards will be used to determine the order of seniority.

ARTICLE 10

PERFORMANCE APPRAISALS

10.01 The Parties recognize the desirability of a performance appraisal system designed to effectively use and develop the Employee(s). The purpose of the performance appraisal is to provide a constructive review of the Employee's performance.

10.02 (a) Employees shall receive a written performance appraisal on their anniversary date in accordance with the policy of the Employer.

- (b) Meetings for the purpose of the performance appraisal interview shall be scheduled by the Employer with reasonable advance notice. At the interview, the Employee shall be given a copy of the performance appraisal document. The Employee shall sign the performance appraisal for the sole purpose of indicating that the Employee is aware of the performance appraisal and shall have the right to respond in writing within ten (10) days of the interview and that reply shall be placed in the Employee's personnel file.
- (c) The Employer's representative who conducts the performance appraisal shall be in a position outside the bargaining unit.

10.03 An Employee's performance appraisal shall not be released by the Employer to any person except to a Board of Arbitration, the Human Rights Commission or as required by law, without the written consent of the Employee.

ARTICLE 10A

PERSONNEL FILES

10.01A PERSONNEL FILES

- (a) By written appointment made at least three (3) calendar days (excluding weekends and named holidays) in advance, an Employee may have access to view their personnel file in the Business Manager's office.

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

- (b) 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 the Employee first pays to the Employer a reasonable fee, established by the Employer to cover the cost of copying.

Such fees shall be waived where the Employee requests a copy of material related to an individual grievance filed on behalf of the Employee.

ARTICLE 11

APPOINTMENTS, PROMOTIONS AND TRANSFERS

11.01 Vacant positions will be posted on the staff bulletin boards and any internal electronic medium for five (5) calendar days. Each posting shall state the following information:

- (a) responsibilities;
- (b) qualifications;
- (c) basic rates of pay;
- (d) employment status;
- (e) to whom applications should be submitted;
- (f) Rotation;
- (g) anticipated duration, if the position is Temporary.

- 11.02 If no suitable internal applications are received from Bargaining Unit Employees by the completion of the posting period, the Employer may fill the vacancy at its discretion.
- 11.03 Until the vacancy is filled, the Employer may fill the vacancy, with Part-time or Casual Employees. If a position changes from Temporary to Regular Part-time or Full-time, such positions shall be posted in accordance with Article 11.
- 11.04 In making appointments, as a result of posted vacancy, consideration over outside applicants shall be given to Employees who possess the required qualifications needed to fill the position. In considering internal applicants, the Employer will use the following order of consideration:
- (a) Regular Employees;
 - (b) next, laid off Regular Employees;
 - (c) next, Temporary and Casual Employees ordered by date of hire.
- 11.05 When filling vacancies within the bargaining unit, the determining factors shall be the most requisite job-related skills, training, knowledge and other relevant attributes and where these factors are considered by the Employer to be equal and satisfactory, seniority shall be the deciding factor.
- 11.06 The Employer shall inform the applicants of their acceptance or rejection within five (5) Working Days of the date of the decision and post the name of the successful candidate on the Staff Bulletin Board for ten (10) working days.
- 11.07 Transfers and promotions shall be on a trial basis and Employees shall serve a trial period of four hundred and eighty-seven point five (487.5) hours in which to demonstrate the ability to fill the new position satisfactorily. Such trial period may be extended due to an approved absence.
- During the trial period, either the Employer may choose to return the Employee to their former position or a comparable position if it is unavailable without loss of pay or seniority. If the Employee elects to revert to their former position the trial period, they must request to do so in writing. In the event that reinstatement is not possible, the Employer shall make every attempt to find a comparable position for the Employee without loss of pay or seniority.
- 11.08 The foregoing provisions shall be waived and inoperative when placement of an Employee in a job within the bargaining unit is affected to accommodate a request by the Workers' Compensation Board.
- 11.09 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 12
HOURS OF WORK

12.01 REGULAR WORK HOURS:

- (a) (i) Regular hours of work shall be eight (8) hours per day; and
- (ii) forty -four (44) hours averaged over one complete cycle of the shift schedule; and
- (iii) The bi-weekly work period shall consist of up to eighty (80) hours.

12.02 REST PERIOD:

- (a) All Employees who work five hours or more shall be entitled to a thirty (30) minutes paid rest period within the first five (5) consecutive hours of work.
- (b) All Employees who work eight (8) hours or more shall be entitled to an additional fifteen (15) minutes paid rest period;
- (c) Paid rest periods must be taken onsite to be eligible for payment.
- (d) Rest periods are to be taken separately and may not be combined.
- (e) The Department Manager shall schedule the breaks in such a manner that continuous coverage is maintained.
- (f) If an Employee is recalled during her unpaid rest period the Employee shall be given a unpaid rest period later in the Employee's shift or where it is not possible to get her unpaid rest period she shall be paid at one and one half (1 ½ X) times her basic rate for the length of the rest period.

12.03 SHIFT SCHEDULES

The shift schedules shall be made available four (4) weeks prior to the effective date of the schedule. Shift schedules shall be of four (4) weeks duration.

Shift schedules for Regular and Temporary Full-time and Part-time Employees shall provide for the following:

- (a) (i) not less than twelve (12) hours off duty between shifts;
- (ii) not more than ten (10) days worked in a fourteen (14) calendar day period;
- (iii) not more than seven (7) days worked in a row without the mutual agreement of the Employee and the Union;
- (iv) a maximum average of forty (40) hours worked per week based upon the classification;
- (v) not more than eight (8) hours per day,
- (vi) two (2) days off per week based upon the position's master rotation including, unless the Employee expressly agrees otherwise days of rest on two (2) weekends in a five (5) week period.

“Weekend” shall mean a Saturday and the following Sunday, assuring a minimum of fifty-six (56) hours off duty.

- (b) The basic rate of pay will prevail for additional hours of work assigned to a regular Employees beyond the Employee's scheduled hours, unless the Employee becomes subject to the overtime provision.
- (c) Should any of the above not be followed, the Employee shall be entitled to overtime rates of pay.

12.04 PICK UP SHIFTS

Regular Part-time Employees who wish to be considered for additional hours of work that:

- (a) are made available to relieve for absences, the duration of which is less than ninety (90) calendar days; or
- (b) are not regularly scheduled; shall advise the Department Manager, in writing, as to the extent of their availability by the fifth (5th) day of each month.

12.05 When the Employer requires a change to the scheduled days of work with less than four (4) weeks of notice, then the Employee shall be paid the at two (2X) times for all hours worked on the first shift of the changed schedule.

12.06 SHIFT EXCHANGE

- (a) Regular Employees may exchange shifts amongst themselves provided that:
 - (i) the exchange is agreed to, in writing (or electronically), between the affected Employees; and
 - (ii) the request is electronically submitted to the Manager at least twenty- four (24) hours in advance of the exchange; and
 - (iii) electronic approval of such exchange has been granted by the Manager or designate; and
- (b)
 - (i) A mutual exchange shall be recorded on the shift schedule;
 - (ii) A Regular Full-time or Part-time Employee shall not mutually exchange shifts with a Casual Employee unless the Casual Employee has been given a shift and is on the shift schedule.
- (c) A mutual exchange shall not be deemed a violation of the provisions of this Agreement.
- (d) In any event it is understood that a mutual exchange initiated by the Employee and approved by the Employer shall not result in overtime compensation or payment, or any other claims on the Employer by an Employee under the terms of this Agreement.

12.07 MINIMUM HOURS FOR A SHIFT

A shift shall be a minimum of three (3) hours and if an Employee reports for work and is sent home she shall be paid a minimum of three (3) hours pay at her basic rate of pay.

- 12.08 On the date fixed by proclamation, in accordance with the Daylight Savings Time Act, of conversion to Mountain Standard Time, employees who are required to work beyond their scheduled regular hours of work shall have their hours of work extended to include the relevant 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 13

OVERTIME

- 13.01 Overtime is all time authorized in advance by the Employer and worked by the Employee in excess of eight (8) hours per day or forty-four (44) hours in a work week. In emergent situations where an LPN is required to work overtime they shall seek authorization at the earliest opportunity.
- 13.02 All prior authorized overtime shall be paid at the rate of one and one-half times (1 1/2 x) the basic rate of pay for all hours that are worked.
- 13.03 If mutually agreed between the Employer and the Employee, equivalent time off at the overtime rate in lieu of pay may be granted. Unless otherwise agreed all overtime shall be paid out

ARTICLE 14

PAYMENT OF WAGES

- 14.01 The Employer shall pay Employees by direct deposit on a bi-weekly basis.
- 14.02 The Employer shall pay for hours worked in accordance with the hourly wages set forth in Schedule "A" attached hereto and forming part of this Agreement. The Basic Rates of Pay as set out in the Schedule A- Wage Grid shall be applicable to Employees covered by this Collective Agreement.
- 14.03 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) in the case of a Regular Full-time Employee, one (1) year of service; or
 - (b) in the case of a Regular Part-time Employee and a Casual Employee, Employees shall advance from their initial placement on the wage grid to the next step, if applicable, as set out in Schedule A upon completion of two thousand and eighty (2,080) hours worked, and then shall receive further Pay Step advancements, if applicable, based upon completion of a further two thousand and eighty (2,080) hours worked at each subsequent Pay Step in the pay range.

14.04

OVERPAYMENT

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

UNDERPAYMENT

(b) Should the Employer issue an Employee an underpayment of wages and/or entitlements, then the Employer shall make the necessary monetary or entitlement adjustments within the next following pay period after such underpayment is reported or noticed and take such internal administrative action as is necessary to correct such errors. The Employer shall notify the Employee in writing and advise of the corrective action to be taken.

14.05

PAYROLL

It shall be the responsibility of the Employee to keep the Employer informed of their current address, in case it is necessary to notify the Employer of any matter under this Agreement. Notices may be given personally or by registered mail addressed to the Employee at their last known address shown on the payroll system. Such notice shall be deemed to have been given on the date the notice was hand delivered or registered with the Postal Authorities.

ARTICLE 15

UNION STEWARDS

15.01

The Employer agrees to recognize Employees who are elected as Union Stewards and recognizes their authority to represent other Employees.

The Employer agrees that the Union Steward shall not be hindered, coerced or interfered with in any way in the performance of their functions while investigating disputes and presenting adjustments as provided in this Article.

The Union agrees that Union Stewards and Employees alike shall not enter into discussions concerning Union business during working time except with permission.

15.02

A Union Steward may, at the request of an Employee, accompany or represent Employee(s) in all matters pertaining to the Collective Agreement, particularly for the purpose of processing grievances and of enforcing bargaining rights and any other rights of the Employee(s) under this Collective Agreement.

When it becomes necessary for a Union Steward to leave their job for this purpose, the Employee will request time off from their immediate supervisor and provide the Employee 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.

15.03 The Chapter and its members shall have the right at any time to the assistance of Union Staff Representatives when dealing or negotiating with the Employer on matters arising out of the collective agreement or when processing a grievance.

15.04 A list of Union Stewards shall be supplied by the Union to the Executive Director or designate. The Employer shall be advised in writing of any change to this list.

ARTICLE 16

RESIGNATION / TERMINATION OF EMPLOYMENT

16.01 An Employee shall make every reasonable effort to provide to the Employer twenty-eight (28) calendar days' notice, where possible, and shall, in any case, provide the Employer with fourteen (14) calendar days' notice of her desire to terminate her employment.

ARTICLE 17

SHIFT PREMIUM

17.01 EVENING SHIFT

A Shift Differential of:

Effective February 2, 2021 - two dollars and thirty-five cents (\$2.35); 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 twenty-three hundred (2300) 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.

17.02 NIGHT SHIFT

A Shift Differential of:

Effective February 2, 2021 - three dollars and twenty-five cents (\$3.25); 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.

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

17.04 Effective February 2, 2021, an Employee shall be paid both Shift Differential and Weekend Premium in addition to regular pay and overtime pay.

ARTICLE 18

WEEKEND PREMIUM

18.01 A Weekend Premium of:

Effective February 2, 2021 - 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.

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

18.03 Effective February 2, 2021, an Employee shall be paid both Shift Differential and Weekend Premium in addition to regular pay and overtime pay.

ARTICLE 19

NAMED HOLIDAYS

19.01 The following Named holidays will be observed as Statutory Holidays:

- | | |
|---------------------------------------|------------------|
| New Year's Day | Canada Day |
| Alberta Family Day | Labour Day |
| Good Friday | Thanksgiving Day |
| Victoria Day | Remembrance Day |
| Heritage Day (First Monday in August) | Christmas Day |
| | Boxing Day |

And all general holidays proclaimed by the Federal, Provincial or Municipal Governments.

19.02 In order to qualify for holiday pay Employees must work their full scheduled shift immediately preceding and immediately following the holiday, except where the Employee is absent due to illness, bereavement leave or vacation or approved leaves with pay.

- 19.03 An Employee will not qualify for a Named Holiday with pay if:
- (a) the Employee does not work on a general holiday when required or scheduled to do so; or
 - (b) the Employee is absent from employment without the consent of the Employer on the Employee's last regular workday preceding, or the Employee's first regular workday following, a named holiday; or
 - (c) the Employee is on an unpaid leave of absence; or
 - (d) the Employee is receiving benefits from the Workers' Compensation Board, Unemployment Insurance, Long-Term Disability Insurance; or
 - (e) any other leaves of absence in excess of thirty (30) calendar days for any reason.
- 19.04 If the Employee does not work on a Named Holiday, the Employer shall pay the Employee for that day at their Average Daily Wage.
- 19.05 If the Employee works on a Named Holiday, the Employer shall pay the Employee at the rate of one and one-half (1 ½ X) times their Basic Rate of Pay for all hours worked on that day and their Average Daily Wage.
- 19.06 If a Named Holiday falls within a regular Employee's annual vacation and the holiday is one to which the Employee would have been entitled if the Employee had not been on vacation, the Employer shall grant the employee with an additional day off with pay, which may be added to the Employee's annual vacation.
- 19.07 When a Named Holiday falls on a regular Employee's regularly scheduled day off, the Employee will receive another day off with pay at a mutually agreeable time within thirty (30) days of that holiday. Failing mutual agreement, the Employee will be paid their basic rate of pay for their regularly scheduled hours.
- 19.08 Casual Employees shall receive Named Holiday pay at the rate of five (5%) percent of the Employees basic rate of pay, general holiday pay, and vacation pay earned in the four (4) weeks immediately preceding the Named Holiday.

ARTICLE 20

ANNUAL VACATION

20.01 DEFINITION

Vacation leave is an earned benefit provided by the Employer. For the purposes of this Article:

- (a) "Vacation" means annual vacation with pay
- (b) "Date of Employment" means the date of hire with the Employer.
- (c) "Wages" means basic rate of pay multiplied by hours worked for everything except overtime, general holiday pay, vacation pay upon termination, and termination pay.
- (d) Vacation year shall be January 1 – December 31.

20.02

SCHEDULING VACATION

- (a) During each continuous year of service, an Employee shall earn entitlement to a vacation with pay, to be taken in the following calendar year.
- (b) The Employer shall post the vacation schedule planner by February 1st of each year.
- (c) Where an Employee submits her vacation preference by February 28th of that year, the Employer shall indicate approval or disapproval of that vacation request by March 31st of the same year.
- (d) When two (2) or more Employees have requested the same vacation period preference, the Employees shall consult with one another with respect to vacation time. If a compromise cannot be reached, preference will be given to the Employee with the most seniority. However, the application of seniority shall not be used to overturn vacation period for Employees with less seniority where the Employer has already approved the vacation.
- (e) Where the number of Employees indicating a preference for a specific period exceeds the number of Employees as determined by the Employer that can be allocated vacation during that period, the date of request will be the deciding factor.
- (f) After March 31st vacation approval shall be given on a first come first serve basis.
- (g) The Employer shall indicate approval or disapproval of vacation requests outside of the planner within ten (10) working days of the request being submitted.
- (h) An Employee shall be entitled to receive her vacation in an unbroken period unless otherwise mutually agreed between the Employee and the Employer.
- (i) An Employee may request that a portion of her annual vacation leave entitlement that exceeds the minimum vacation leave as provided in Employer Standards be carried over to the next year. The request must be in writing and should include the purpose for the vacation carry-over. Such requests shall not be unreasonably denied.

20.03 Vacation Entitlement

(a) During each year of continuous service in the employ of the Employer, Full-Time and Part-Time Regular Employees shall earn entitlement to a vacation with pay. The rate at which vacation entitlements are earned shall be governed by the total length of such service as follows:

| Pay Group | Classification | Length of Service | Entitlement |
|-----------|----------------|---|--------------------|
| Bi-Weekly | Full-Time | Start of Employment but less than 5 years | 4% of hours worked |
| | | 5 to less than 8 years | 6% of hours worked |
| | | 8 or more years | 8% of hours worked |
| | Part-Time | Start of employment but less than 5 years | 4% of hours worked |
| | | 5 to less than 8 years | 6% of hours worked |
| | | 8 or more years | 8% of hours worked |

(b) During each year of continuous service in the employ of the Employer, Casual and Temporary Employees shall earn entitlement to vacation pay. Casual and Temporary Employees are paid vacation pay on each biweekly pay cheque. The rate at which vacation entitlements are earned shall be governed by the total length of such service as follows:

| Pay Group | Classification | Length of Service | Entitlement |
|-----------|--------------------------------|---|--------------------|
| Bi-Weekly | Casual and Temporary Employees | Start of employment but less than 5 years | 4% of hours worked |
| | | 5 to less than 8 years | 6% of hours worked |
| | | 8 or more years | 8% of hours worked |

20.04 VACATION PAY

Vacation pay shall be at the rate of pay currently in effect at the time of the vacation.

ARTICLE 21

EMPLOYEE HEALTH BENEFIT AND INSURANCE GROUP PLAN

21.01 The Employer shall provide the group plans as outlined in this Schedule.

21.02 Employees are eligible for participation in the Employee Group Benefits Plan, based on their Full-time or Part-time Status. Their eligibility criteria are as follows:

- (a) Regular Full-time: 30 hours scheduled or greater per week
- (b) Regular Part-time: Greater than 20 but less than 30 hours scheduled per week

- (c) Temporary or Casual: Ineligible
- 21.03 The Employee Group Benefits Plan includes Single and Family Healthcare Coverage, Single and Family Dental Coverage, Long Term Disability (LTD), Life Insurance, Dependent Life Insurance, Accidental Death and Dismemberment and an Employee Assistance Program.
- 21.04 Benefit eligibility and coverage is subject to the terms and conditions of the plans or insurance policies.
- 21.05 The Employer's share of group benefit premiums shall be as follows:
 - (a) Single Health Coverage - 100%
 - (b) Family Health Coverage - 100%
 - (c) Single Dental Coverage - 100%
 - (d) Family Dental Coverage - 100%
 - (e) Employee Assistance Program - 100%
- 21.06 The Employee is responsible for their share of group benefit premiums for the following:
 - (a) Long Term Disability (LTD)
 - (b) Life Insurance
 - (c) Dependent Life Insurance
 - (d) Accidental Death and Dismemberment
- 21.07 The Employee's share of applicable premiums shall be collected through payroll deduction.
- 21.08 Unless otherwise provided, where an Employee is granted a leave of absence of more than 30 days in duration, and that Employees is covered by any or all of the plans specified in Article 21, that Employee shall, subject to the Insurer's requirements, make prior arrangement for the prepayment of the full premiums for the applicable plans. The Employee may do so in advance with monthly post-dated cheques for the Employer's portion. Failure to submit the premium payments will result in the Employer discontinuing benefit coverage for that Employee.
- 21.09 Participation in the Employee Group Benefit Plan is mandatory for all qualifying Employees. Eligible Employees may waive or opt out of Health and/or Dental Coverage if the Employee has documentation proving that the Employee is insured under another plan or has obtained alternative coverage.
- 21.10 The Employer's sole responsibility with respect to benefits is limited to the payment of its share of premiums. Any disputes regarding eligibility and coverage are a matter between the Employee and the insurance carrier and are not subject to the grievance and arbitration procedure of this Collective Agreement. The insurance plans and policies and any benefits administration contracts are not part of nor are any of them to be considered incorporated into this Collective Agreement and will not be the subject of any grievance or arbitration procedure under the terms of this Collective Agreement.

21.11 The Employer retains the right to modify, suspend or discontinue any or all benefit plans, at its sole discretion, without any obligation to replace such modified, suspended or discontinued benefit with any other benefit, equivalent or otherwise.

21.12 HEALTH CARE SPENDING ACCOUNT (HCSA)

There shall be a Health Care Spending Account (HCSA) for benefit eligible Regular Employees who have completed their probationary period, and who are scheduled to work greater than twenty (20) hours per week.

The Employer shall allocate the amounts as per the table below. All amounts will be renewed and available for a Regular Employee as of the first (1st) pay period following January 1 of each calendar year.

| | <u>Years of service</u> | <u>Amount</u> |
|----------------------------|-------------------------|------------------|
| <u>Full Time employee-</u> | <u>0-1</u> | <u>\$720.00</u> |
| | <u>2-3</u> | <u>\$960.00</u> |
| | <u>4 plus</u> | <u>\$1200.00</u> |
| | | |
| <u>Part Time employee-</u> | <u>0-1</u> | <u>\$360.00</u> |
| | <u>2-3</u> | <u>\$480.00</u> |
| | <u>4 plus</u> | <u>\$600.00</u> |

A Regular Full-time Employee and a Regular Part-time Employee who commences employment with the Employer subsequent to January 1 of the calendar year shall have their Health Care Spending Account entitlement adjusted to reflect that later start date.

There shall be no carry over of unused amounts from year to year. Any unused amounts will be forfeited at the end of the calendar year.

ARTICLE 22

SICK LEAVE

22.01 Sick leave is an insurance provided by the Employer for the purposes of maintaining regular earnings (exclusive of overtime and other premiums) during absences due to illness or accident for which compensation is not payable under the Worker's Compensation Act, or by quarantine by the Medical Officer of Health.

22.02 (a) An Employee shall accumulate sick leave credits as follows: Full-time Employees who have completed probation shall earn one (1) day/eight (8) hours for each full month of employment, up to a maximum credit of ninety (90) hours. Part-time Employees who have completed probation shall earn sick leave credits on a pro- rata basis to a Full-time employee.

- (b) Notwithstanding the foregoing, while an Employee is
 - (i) on layoff, or
 - (ii) in receipt of compensation from the Worker's Compensation Board, or
 - (iii) on other leaves of absence in excess of thirty (30) calendar days for any reason sick leave credits shall not accrue.

22.03 The Employee's eligibility for sick benefits will be reinstated once the Employee returns to regularly scheduled Full-time or Part-time scheduled work for one month, unless subsequent absences are a continuation of the previous illness or injury.

22.04 **PROOF OF ILLNESS**

A medical note prepared by the employee's physician certifying the illness as the reason for the absence must be submitted to the Employer for sick leaves of three (3) days or more. The Employer may, at any time, request that the Employee provide the Employer with a medical note prepared by the employee's physician certifying the illness as the reason for the absence or may require the employee to attend the Employer's medical consultant for a medical opinion. The Employer shall bear all costs associated with the request.

22.05 When an Employee has accrued the maximum sick leave credits, 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. Upon request of an Employee but not more frequently than once a year, the Employer shall advise an Employee of her accrued sick leave credits.

22.06 For the purpose of computing sick leave accumulation, the following shall be counted as working days:

- (a) days on which the Employee is on vacation; and
- (b) days on which the Employee is on leave of absence with pay pursuant to the terms of this Collective Agreement; and
- (c) days on which the employee is absent attending official Union business for which the Employer is fully reimbursed by the Union.

22.07 The return to work of an Employee in accordance with this Article shall not be construed as being in violation of the posting and/or scheduling provisions.

22.08 **TERMINATION OF SICK LEAVE**

Sick leave benefits will cease on termination of employment, on retirement, or on death.

22.09 **SICK LEAVE ON VACATION**

Should an Employee, while on vacation, be hospitalized or under a doctor's care, the Employee shall be entitled to use their sick leave and have their vacation bank replenished for the equivalent number of days, upon production of a valid doctor's note.

22.10 Sick time shall only be paid if the Employee has sick time credits accrued. Sick time taken in excess of what the Employee has accrued shall not be paid and shall not be held to be paid out of future sick time entitlements.

22.11 LEAVE OF ABSENCE DUE TO ILLNESS

Employees whose sick leave credits are exhausted shall apply for a leave of absence for medical reasons, without pay. The Employer will advise the Employee, in writing, of the disposition of such request.

22.12 SICK LEAVE DURING PREGNANCY

Sick leave shall be granted for the health related portion of an Employee's pregnancy or childbirth, such leave shall only be approved following production of a medical certificate advising that there were medical reasons that prevented the Employee from doing her duties during the health related period of her absence.

22.13 CASUAL AND TEMPORARY EMPLOYEES

Casual and Temporary Employees shall not be entitled to sick leave benefits. Should a temporary position become permanent, sick leave shall be credited from start date.

ARTICLE 23

GROUP REGISTERED RETIREMENT SAVINGS PLAN

Effective February 2, 2021:

23.01 Permanent Full Time and Permanent Part Time Employees who have two (2) years or more of service and work twenty (20) hours per week will be eligible to participate in a Group RRSP Plan.

23.02 Casual and Temporary Employees will not be eligible to participate in the Group RRSP Plan.

23.03 Employee contributions will be on a voluntary basis. The Employer will contribute two per cent (2%) of base earnings, excluding overtime and shift differential, on a bi-weekly basis for all eligible Employees who contribute at least one per cent (1%) of their base earnings, excluding overtime and shift differential, to the Group RRSP Plan on a bi-weekly basis.

23.04 Eligible Employees may make additional voluntary contributions over and above the minimum contribution of one per cent (1%) of base earnings, excluding overtime and shift differential. Such additional contributions will not be matched by the Employer.

23.05 Employees on a leave of absence will not be eligible for the Employer's RRSP contribution.

23.06 Employees who are not eligible for Group RRSP Plan or who have less than two (2) years of service, may also make voluntary contributions to the Group RRSP Plan but will not be eligible for the Employer's RRSP contribution.

23.07 Withdrawals from the Group RRSP Plan is only permitted in cases of extreme hardship.

(a) The Employee must submit all requests in writing to the Chief Administrative Officer. If approved, funds may be withdrawn from the Employee's contributions only.

- (b) Voluntary contributions (anything over and above the one per cent (1%) mandatory contribution or contributions from ineligible Employees) are available for withdrawal at any time without special permission.
 - (c) Funds withdrawn from the Group RRSP Plan are subject to fees, income tax and withholding tax.
- 23.08 Upon termination of employment, the Employee may transfer the contributions to an individual RRSP or RRIF, group RRSP plan or annuity.
- 23.09 The Employer's sole responsibility with respect to Group RRSP is limited to the Employer's RRSP contributions. Any disputes regarding eligibility are a matter between the Employee and the RRSP plan administrator and are not subject to the grievance and arbitration procedure of this Collective Agreement. The RRSP plan and polices and any benefit administration contracts are not part of nor are any of them to be considered incorporated in this Collective Agreement and will not be the subject of any grievance or arbitration procedure under the terms of this Collective Agreement.
- 23.10 The Employer retains the right to modify, suspend, or discontinue any or all Group RRSP plans, at its sole discretion, without any obligation to replace such modified, suspended or discontinued plans with any other plans, equivalent or otherwise.

ARTICLE 24

WORKERS' COMPENSATION

- 24.01 (a) An Employee who is incapacitated and unable to work, as a result of an accident sustained while on duty in the service of the Employer within the meaning of the *Workers' Compensation Act*, shall receive compensation benefits directly from the Workers' Compensation Board (WCB).
- (b) Employees will be eligible to apply for sick leave benefits in accordance with Article 22: Sick Leave, during the period of time they are waiting for receipt of their claim from WCB.
- Sick leave benefits will be payable provided:
- (i) the Employee has sick leave credits available; and
 - (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 will then reinstate the Employee's sick leave credits to the appropriate level. After the money for sick leave benefits has been recovered from the assigned WCB benefits, the Employee shall receive their benefits directly from the Workers' Compensation Board.
- 24.02 An Employee receiving compensation benefits under Clause 30.01 shall be deemed on Worker's Compensation leave and shall:
- (a) remain in the continuous service of the Employer for the purpose of Prepaid Health Benefits;
 - (b) cease to earn sick leave credits subject to Clauses 22.02 (b)(ii);

- (c) not be entitled to Named Holidays with pay falling within the period of Workers' Compensation leave.

24.03 DUTY TO ACCOMMODATE

An Employee on Workers' Compensation leave and who is certified by the Workers' Compensation Board to be fit to return to work and who is:

- (a) capable of performing the duties of her former position, shall provide the Employer with fourteen (14) days' written notice of readiness to work. Such advance notice shall not be required in the case of short term absence on Workers' Compensation leave, i.e. where the expected duration of the leave at the time of onset was less than fourteen (14) calendar days. The Employer shall then reinstate the Employee in the same position held by her immediately prior to the disability with benefits that accrued to her prior to the disability;
- (b) incapable of performing the duties of her former position, will work with the Employer and the Union to explore placement in an alternative position. The Employer shall then reinstate her to a position for which she is capable of performing the work entailed, upon the occurrence of the first such available vacancy with benefits that accrued to her prior to the disability.
- (c) incapable of performing the duties of her former classification and is no longer receiving a benefit from the Workers' Compensation Board, may make application for any benefits for which she is eligible under Article 21: Employee Health Benefit and Insurance Group Plan or Article 22: Sick Leave.

24.04 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 Article 11: Appointment, Promotions and Transfers; and Article 12: Hours of Work.

24.05 At the time it is determined that an absence due to injury which is compensable pursuant to the Workers' Compensation Act, is expected, or will continue for a period in excess of six (6) months from the date of onset of the condition, the Employer will provide the Employee with the appropriate form to submit a pending claim to the Underwriter of the Long Term Disability Income Insurance.

24.06 Any and all obligations of the Employer shall be negated should the Employee fail to keep the Employer informed of the prognosis of her condition in a prompt and timely manner.

ARTICLE 25

LEAVES OF ABSENCE

25.01 GENERAL CONDITIONS:

- (a) Requests for a leave of absence, without pay or benefit of Employer Contributions will, where possible, be made in writing to the Department Manager six (6) weeks in advance, except that in extenuating circumstances the time factor may be waived or reduced. 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) Except in extenuating circumstances, an Employee who has been granted leave of absence and overstays the leave without permission of the Employer shall automatically terminate her employment with the Employer.
- (c) Employees shall not be entitled to Named Holidays with pay, which may fall during a period of leave of absence without pay. Vacation and sick leave credits shall not accrue during the leave of absence.
- (d) Employees granted leave may, at the discretion of the Employer, be required to use up accumulated vacation entitlement prior to returning to duty.
- (e) 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, EI SUB Plan benefits, or LTD, benefit plan premium payments shall be administered in the same fashion as an Employee absent due to illness.
- (f) Subject to the terms, conditions, and limitations of the applicable plans, group insurance benefits shall be provided by the Employer for the first thirty (30) days after the leave begins. Employees will become responsible for the full cost of benefits if they wish the coverage to continue.

25.02

MATERNITY/PARENTAL LEAVE

- (a) A regular Employee who has completed ninety (90) days of employment shall, upon her written request at least twenty-eight (28) days in advance, shall be granted maternity leave of up to sixteen (16) weeks to become effective at any time during the thirteen (13) weeks immediately preceding the expected date of delivery, or such shorter period as may be requested by the Employee, provided she commences maternity leave not later than the date of delivery
- (b) Maternity/parental leave shall be without pay, except for the portion of maternity leave during which the Employee has a valid health-related reason for being absent from work the Employee is eligible for sick leave.

Parental leave can be up to sixty-two (62) weeks.

The total period of maternity/parental leave shall not exceed eighteen (18) months unless mutually agreed between the Employer and the Employee.

A regular Employee on maternity/parental leave shall provide the Employer with four (4) weeks written notice of readiness to return to work at which time the Employer will reinstate the regular Employee in the same classification held by her immediately prior to taking maternity/parental leave and at the same basic rate of pay.

25.03

ADOPTION LEAVE

- (a) A regular Employee who has completed ninety (90) days of employment shall, upon written request, be granted leave without pay for up to sixty-two (62) weeks as necessary for the purpose of adopting a child. Upon four (4) weeks written notice of intent to return to work, the regular Employee shall be re-engaged in the same classification held immediately prior to taking adoption leave and at the same rate of pay.

- (b) Where an Employee has made application for adoption leave and kept the Employer informed of the progress of the adoption, it is understood that such leave may commence with limited notice. The Employee shall provide notice to the Employer once an adoption has been approved and a date for the adoption is set. The commencement of such leave shall not be unreasonably denied.

25.04 BEREAVEMENT LEAVE

An Employee shall be granted up to four (4) days bereavement leave with pay in the event of the death of the Employee's immediate family. Upon request, at their sole discretion, the Employer may grant an Employee additional time off with pay.

'Immediate family' shall mean the following members of an Employee's family or the family of their spouse, including spouse (including common-law) or same gender partner, fiancé, child, parent, grandparent, grandchild, sibling, guardian.

In the event of a death of another relative or close friend, the Employer may grant up to one (1) day off with pay to attend the funeral services.

The Employer shall extend Bereavement Leave for up to two (2) additional days with pay when it is necessary for an Employee to travel three hundred (300) kilometers or more one way. At the time of the Bereavement Leave notification, the Employer may request reasonable evidence of travel out of province.

25.05 COURT APPEARANCE

The Employer shall grant a leave of absence to a Regular Employee who serves as a juror or witness in any court, provided evidence of subpoena is submitted to the Employer. The Employer shall pay such a Regular Employee the Employee's normal earning. Any monies the Employee receives for services, excluding expenses, shall be paid to the Employer. The Regular Employee will present proof of service and the amount of pay received.

ARTICLE 26

LAYOFF AND RECALL

26.01 Regular Employees may be laid off in accordance with the provisions of this Article.

26.02 For the purpose of this Article the following definitions shall apply:

(a) "lay-off - a separation from employment as a result of lack of work, or a reduction in hours to Full-time or Part-time Employees.

(b) "seniority" - the length of continuous employment at the site.

26.03 Except in circumstances beyond the reasonable control of the Employer, the notice of layoff of the Employees shall be as follows:

- fourteen (14) calendar days for Full-time and Part-time Employees.

26.04 When Employees are to be laid off, the Employer shall layoff such Employees in the affected classification in reverse order of their seniority.

26.05 The time spent by probationary Employees on layoff will be added to the probationary period at the time of recall.

- 26.06 When an Employee has been given notice of lay-off or notice of position abolishment, the Employee has the option of:
- (a) accepting a vacant position for which she is qualified based upon applicable classification if available;
 - (b) working as a Casual Employee; or
 - (c) bumping a less senior Employee in a position based upon applicable classification.

26.07 Seniority is lost, all rights are forfeited, and the Employer shall not be obliged to recall an Employee:

- (a) when the Employee resigns or employment is properly terminated; or
- (b) when the Employee does not return to work on recall within three (3) working days of the stated reporting date, or the Employee cannot be located after reasonable effort on the part of the Employer to recall the Employee; or
- (c) upon the expiry of twelve (12) months following layoff during which time the Employee has not been recalled to work.

26.08 This Article does not apply to Temporary Employees whose employment is terminated at the end of a specific term of employment.

26.09 RECALL PROCEDURE

Employees shall be recalled by classification in the order of their seniority. Notice of recall shall be sent by mail to the Employee's last known address. The Employee must respond in writing to the notice within fourteen (14) calendar days of receipt of such notice, of their intention to either accept or decline the offer of recall. In the event that they do not respond to the notice, they shall lose all seniority and shall have been considered to have resigned their employment.

26.10 NO NEW EMPLOYEES

No new Employees shall be hired for a position while there are Employees on layoff with seniority who are qualified and available to perform the work.

26.11 CASUAL SHIFTS

- (a) Employees on layoff shall indicate in writing on a regular basis to the Employer their availability to work casual shifts.
- (b) Casual shifts shall be offered to Employees who have the requisite job-related skills, training, knowledge and other relevant attributes to perform the work, in the following order, except where resident care requirements are such that this order is not possible:
 - (i) Regular Employees who have been reduced in regular hours of work through the operation of this Article, in order of seniority; then;
 - (ii) Casual Employees and Regular Part-time Employees who have indicated their willingness to work additional shifts.
- (c) Employees on layoff who refuse casual shifts may do so without adversely impacting their recall rights.

26.12 ADVISE UNION

In the event of layoffs and recalls, the Employer agrees to advise the Union.

26.13 GRIEVANCES ON LAYOFFS AND RECALLS

Grievances concerning layoffs and recalls shall be initiated at Step 2 of the Grievance Procedure.

ARTICLE 27

DISCIPLINE AND DISMISSAL

27.01 The Employer may discipline, suspend or dismiss an Employee for just cause only, except for the dismissal of a probationary Employee.

Unsatisfactory conduct and / or performance by an Employee may be grounds for discipline up to, and including, immediate dismissal.

27.02 Unsatisfactory conduct and / or performance by an Employee which is not considered by the Employer to be serious enough to warrant suspension or dismissal may result in a written warning to the Employee. A copy of the written warning shall be placed on the Employee's personnel file.

27.03 During an investigation of an incident, and where the Employer has a significant reason to believe that an Employee(s) may be responsible, and that their actions may lead to discipline, the Employee may be accompanied by a Union representative in meetings and disciplinary discussions.

27.04 The Employee shall sign any written notice of discipline for the sole purpose of indicating that she is aware of the disciplinary notice.

27.05 When an Employee has grieved a disciplinary action and the Employer has either allowed the grievance or reduced the penalty levied against the grievor, the personnel file of the Employee shall be amended to reflect this action provided this action results in the abandonment of the grievance.

27.06 An Employee who has been subject to disciplinary action may, after two (2) years of continuous service from the date of the disciplinary measure was invoked, request in writing that her personnel file be cleared of any record of the disciplinary action.

Such request shall be granted provided the Employee's file does not contain any further record of disciplinary action, during the two (2) year period, of which the Employee is aware. The Employer will confirm in writing to the Employee that such action has been effected.

27.07 An Employee absent for three (3) consecutive working days without notifying the Employer shall be considered to have terminated her employment unless the Employee subsequently provides a reason acceptable to the Employer and, where it the opinion of the Employer, such prior notification was not possible.

27.08 In the event that an Employee is reported to her licensing body by the Employer, the Employee shall be advised. Unless otherwise requested a written copy of the complaint to the licensing body, shall be forwarded to the Union forthwith.

ARTICLE 28

APPLICATION AND GENERAL PROVISIONS

- 28.01 (a) The Collective Agreement shall apply to all Employees of the Bargaining Unit.
- (b) 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].
- 28.02 Employees shall be compensated for work performed in accordance with the schedule of basic rates of pay as set out in Schedule A: Wage Grid, be bound by other provisions of employment, and qualify for such benefits in accordance with the provisions set out in this Collective Agreement.
- 28.03 In the event that there is a conflict between the contents of this agreement and any policy, rule, directive or order made by the Employer, or on behalf of the Employer, this agreement shall take precedence over the said policy, rule, regulation, guideline, directive or order.
- 28.04 Employees may access Employer policies and provide a copy to the Union.

ARTICLE 29

OCCUPATIONAL HEALTH AND SAFETY (OHS) COMMITTEE

- 29.01 The Employer, the Union and the Employees are committed to supporting and promoting a health and safe working and living environment for all Employees and residents.
- 29.02 The Employer shall establish a joint worksite health and safety committee and the joint worksite health and safety committee's terms of reference.
- (a) The joint worksite health and safety committee shall be governed by its terms of reference and the *Occupational Health and Safety Act*, and all related amendments, acts, codes and regulations.
- (b) The duties and responsibilities of the joint worksite health and safety committee shall be governed by its terms of reference and the *Occupational Health and Safety Act*, and all related amendments, acts, codes and regulations.
- (c) The joint worksite health and safety committee shall be comprised of representatives of the Employer and the Employees. The representatives of the Employees shall be appointed in accordance with the constitution of the Union.
- (d) The joint worksite health and safety committee shall schedule meetings in accordance with its terms of reference and the *Occupation Health and Safety Act*, and all related amendments, acts, codes and regulations. Should there be an urgent issue requiring the immediate attention of the joint worksite health and safety committee, either of the co-chairs of the joint worksite health and safety committee may call a special meeting to address the issue. An Employer shall be paid their Basic Rate of Pay for attendance at all joint worksite health and safety committee meetings.

- (e) The joint worksite health and safety committee shall consider measures necessary to ensure the safety and security of each Employee onsite including working alone on the Employer's premises, but not limited to secure rest areas and parking concerns. The Health and Safety Committee shall consider such matters as occupational health and safety and the Committee may make recommendations to the Executive Director.
- (f) Should the recommendations not be implemented or adequate steps taken towards implementation within forty-five (45) calendar days from the date the recommendation is made, the Union representative may request that the item be referred to the Chief Administrative Officer (CAO).
- (g) A written reply from the Chief Administrative Officer (CAO) will be given within fourteen (14) calendar days of the referral by the Union Representative to the Committee.

29.03 The Employer shall have a workplace violence and harassment policy and working alone policy in place, which may be reviewed annually by the joint worksite health and safety committee.

29.04 Where the Employer requires the Employee to receive specific immunization as a result of or related to the Employee's work, it shall be provided at no cost (with the exception of pre-employment conditions).

ARTICLE 30

PROFESSIONAL FEES

30.01 Effective on January 1, 2021, for health regulated professional employees, upon proof of registration, the Employer will reimburse registration fees up to a maximum of two hundred (\$200.00) dollars for all Regular Full-time and Part-time employees, as of December 1 in each calendar year and has active registration with the Professional College at the beginning of each calendar year shall receive full reimbursement for her registration.

ARTICLE 31

COPIES OF THE COLLECTIVE AGREEMENT

31.01 A copy of the Collective Agreement shall be provided to each Employee and the Employer shall make a copy available at the worksite.

31.02 The Employer shall provide a copy of the Collective Agreement to each new Employee upon appointment or at the Union Orientation.

31.03 The Collective Agreement shall be printed in a mutually agreed format. Selection of the printers and printing of the Collective Agreement shall be the joint responsibility of the Employer and the Union. Cost shall be shared equally between the Parties conditional upon agreement of the cost of printing.

The printing of the Collective Agreements will be processed at AUPE Headquarters, conditional upon agreement.

31.04 The final version of the Collective Agreement shall be in electronic form and both the Employer and the Union shall be provided with a copy of the final version.

The Union shall endeavor to maintain a copy of the Collective Agreement on their website.

ARTICLE 32

GRIEVANCE PROCEDURE

32.01 A "grievance" is defined as: any difference arising out of an interpretation, application, administration or alleged violation of this Collective Agreement, policy, or procedure or unfair treatment.

An Employee has the right to request that a Representative from the Alberta Union of Provincial Employees be present to assist them at any stage of the process.

In the event of controversy concerning the meaning, application or alleged violation of any provision of this Collective Agreement, there shall be no suspension of work. The Union and the Employer agree that there must be an attempt to resolve issues prior to progressing a matter to the Grievance Procedure, which shall be handled in the following manner.

32.02 SUPERVISOR/EMPLOYEE DISCUSSION

The Union and the Employer agree that there must be an attempt to resolve issues prior to progressing a matter to the Grievance Procedure.

An Employee who believes that they have been aggrieved shall first take up the issue(s) with their supervisor, with or without a representative of the Union, within the (10) days of the occurrence of the incident giving rise to the grievance.

32.03 GRIEVANCE PROCEDURE

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 Clause 32.07; or
- (b) a group grievance is a dispute affecting two (2) or more Employees. Such grievance shall be initiated at Step 2 and processed in the same manner as outlined in Sub-Clause 32.07(b)(ii). 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 ten (10) 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 and the Union shall render a written reply within ten (10) days of receipt. Upon receipt of response or failure to reply, the Employer may advance the grievance to arbitration.

32.04 AUTHORIZED REPRESENTATIVES

The Union Steward shall not suffer any loss of pay for time spent in the performance of her duties involving an investigation or grievance provided that the representative does not leave the Employer's premises.

The Employer will provide the Union within three (3) months of the signing of this agreement, a written list of the titles of authorized representatives who would respond to grievances. The Employer will also provide the name and addresses of a contact person for the purpose of receiving all grievances and distributing grievances to the appropriate respondent.

32.05 TIME LIMITS

For the purpose of this Article, periods of time referred to in days shall be deemed such periods of time calculated on consecutive calendar days exclusive of Saturdays, Sundays and Named Holidays which are specified in Article 19: Named Holidays.

32.06 MANDATORY CONDITIONS

- (a) All grievances shall be initiated at the appropriate Step of the process, in writing, where applicable, within ten (10) days of the date the aggrieved party first became aware of, or reasonably should have become aware of, the event leading to the grievance.
- (b) Should the Employee or the Union fail to comply with any time limit in the grievance procedure, the grievance will be considered 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 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.
- (d) During any and all grievance proceedings, the Employee shall continue to perform her duties, except in cases of suspension or dismissal.
- (e) A suspension or dismissal grievance shall commence at Step 2.

32.07 THE GRIEVANCE PROCEDURE

(a) Step 1

An Employee who has a grievance shall, within ten (10) days of the date she becomes aware of, or reasonably should have become aware of, the occurrence which led to the grievance, first discuss the matter with the Employee's Department Manager or designate and attempt to resolve the grievance at this stage.

In the event that it is not resolved satisfactorily to the Employee, it may be advanced in accordance with the following Steps.

(b) Step 2

If:

- (i) an individual grievance, within ten (10) days of discussing the grievance with the Employee's Department Manager or designate in Step 1; or

- (ii) a group grievance, within ten (10) days of the date any of the aggrieved Parties became aware of the event or reasonably should have become aware of the event leading to the grievance; and
- (iii) the grievance shall be submitted, in writing, to the Executive Director or designate, (1) stating the Article(s) claimed to have been violated, (2) the nature of the grievance (particulars of the facts giving rise to the grievance), (3) the redress (particulars of the remedy) sought and (4) the signature of the representative of the Union.
- (iv) The grievance will be responded to, in writing, by the Executive Director or designate, within ten (10) days of receiving the grievance.

If the grievance is not settled at this stage, it may be advanced to Step 3.

(c) Step 3

Within ten (10) days of the reply at Step 2, the Employee shall submit the grievance, in writing to the Executive Director or designate. The Executive Director or designate shall hold a hearing within ten (10) days of receipt of the grievance. The Employee shall be entitled to have a representative of the Union present during the meeting. The Executive Director or designate shall render a written decision within ten (10) days of the date of the hearing. If the grievance is not settled at this stage, either Party may decide to proceed to Arbitration or by mutual agreement to Mediation.

32.08

ARBITRATION

- (a) (i) Either Party wishing to submit a grievance to Arbitration shall, within ten (10) days of the receipt of the decision at Step 3 of the grievance procedure, notify the other Party in writing of its intention to do so and shall nominate an individual to serve as a sole arbitrator.
- (ii) The Party receiving the notice shall respond in an effort to agree on the selection of a mutually acceptable sole arbitrator. Where agreement on a mutually acceptable sole arbitrator cannot be reached within ten (10) days of the receipt of the notification provided for in Sub-Clause 32.08(a)(i), the Parties shall request the Director of Mediation Services, pursuant to the provisions of the *Code*, to appoint a sole arbitrator; or
- (iii) However, at the request of either Party in the matter of a suspension or dismissal grievance, a three (3) person Arbitration Board, rather than a sole arbitrator shall be used. The Party requesting the use of an Arbitration Board shall indicate to the other Party within ten (10) days of the grievance being advanced to arbitration, their nominee to the Arbitration Board. The chairperson shall be selected in accordance with Sub-Clause 32.08(a)(ii).
- (b) After a single arbitrator has been selected, or the Arbitration Board has been formed in accordance with the above procedure, it shall meet with the Parties within twenty-one (21) days and 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.

- (c) In the case of an Arbitration Board or single arbitrator, the Chairman shall have the authority to render a decision with the concurrence of either of the other members, and decision thus rendered or the decision of the single arbitrator shall be final and binding on the Parties.
- (d) 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.
- (e) Each of the Parties to this Collective Agreement shall pay the expenses of its appointee to an Arbitration Board. The fees and expenses of the Chairman or single arbitrator shall be shared equally between the two (2) Parties to the dispute.
- (f) Any of the time limits herein contained in Arbitration proceedings may be extended if mutually agreed to in writing by the Parties.

ARTICLE 33

EMPLOYEE-MANAGEMENT ADVISORY COMMITTEE

- 33.01 (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 the Basic Rate of Pay for attendance at these Committee Meetings.
- (e) The EMAC will function in accordance with the Terms of Reference established by the Committee.

ARTICLE 34

UNIFORMS AND PROTECTIVE APPAREL

- 34.01 The Parties agree that the Employee shall maintain a professional image while at the work site by adhering to the Employer's Standard of Appearance Policy.
 - (a) Employees have the option of wearing clothing of their own choosing in accordance with the Employer's Standard of Appearance Policy.
 - (b) When Employees wear clothing of their own choosing, the clothing must comply with safety and infection prevention and control requirements.
 - (c) Employees must wear identification cards and or name tags at all times in the workplace.
- 34.02 The Employer shall provide, maintain, alter and launder all protective apparel at no cost to the Employee.

ARTICLE 35

LOCKERS

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

ARTICLE 36

HANDLING CASH RECEIPTS AND DISBURSEMENTS

36.01 An Employee whose work responsibilities include handling cash will exercise caution and care in balancing receipts and disbursements, but shall not be required to reimburse the Employer for shortages unless the Employee is disciplined or terminated with just cause for theft (subject to the grievance procedure).

36.02 If there are recurring cash shortages, the Employees and the Employer will cooperate in measures to reduce shortages.

ARTICLE 37

BULLETIN BOARD

37.01 The Employer shall provide the Union with an accessible location where the Union will have access to bulletin board space.

The Union is permitted to post the following on the bulletin board space:

- Notices of meetings; and
- Other information specifically related to Union business like collective bargaining.
- The Union shall not post items deemed to be objectionable or offensive.

SCHEDULE A
WAGE GRID

| Dishwasher | 02-Feb-21 | 01-Jul-21 |
|------------------------------|-----------|-----------|
| Start | 15.60 | 15.76 |
| Probation (6 months) | 15.76 | 15.91 |
| Year One (2080 hours worked) | 15.91 | 16.07 |
| Year two (4160 hours worked) | 16.07 | 16.23 |

| Cook | 02-Feb-21 | 01-Jul-21 |
|------------------------------|-----------|-----------|
| Start | 19.48 | 19.67 |
| Probation (6 months) | 19.67 | 19.86 |
| Year One (2080 hours worked) | 19.86 | 20.06 |
| Year two (4160 hours worked) | 20.06 | 20.26 |

| Prep Cook | 02-Feb-21 | 01-Jul-21 |
|------------------------------|-----------|-----------|
| Start | 15.60 | 15.76 |
| Probation (6 months) | 15.76 | 15.91 |
| Year One (2080 hours worked) | 15.91 | 16.07 |
| Year two (4160 hours worked) | 16.07 | 16.23 |

| Server | 02-Feb-21 | 01-Jul-21 |
|------------------------------|-----------|-----------|
| Start | 15.60 | 15.76 |
| Probation (6 months) | 15.76 | 15.91 |
| Year One (2080 hours worked) | 15.91 | 16.07 |
| Year two (4160 hours worked) | 16.07 | 16.23 |

| Housekeeper | 02-Feb-21 | 01-Jul-21 |
|------------------------------|-----------|-----------|
| Start | 15.60 | 15.76 |
| Probation (6 months) | 15.76 | 15.91 |
| Year One (2080 hours worked) | 15.91 | 16.07 |
| Year two (4160 hours worked) | 16.07 | 16.23 |

| Concierge | 02-Feb-21 | 01-Jul-21 |
|------------------------------|-----------|-----------|
| Start | 16.71 | 16.88 |
| Probation (6 months) | 16.88 | 17.05 |
| Year One (2080 hours worked) | 17.05 | 17.22 |
| Year two (4160 hours worked) | 17.21 | 17.38 |

| HCA | 02-Feb-21 | 01-Jul-21 |
|--------------------------------|-----------|-----------|
| Start | 20.22 | 20.42 |
| Year One (2080 hours worked) | 20.72 | 20.93 |
| Year two (4160 hours worked) | 21.24 | 21.45 |
| Year three (6240 hours worked) | 21.77 | 21.99 |
| Year four (8320 hours worked) | 22.32 | 22.54 |
| Year five (10400 hours worked) | 22.88 | 23.11 |
| LPN | 02-Feb-21 | 01-Jul-21 |
| Start | 29.01 | 29.30 |
| Probation (6 months) | 29.45 | 29.75 |
| Year One (2080 hours worked) | 30.34 | 30.64 |
| Year two (4160 hours worked) | 31.23 | 31.55 |
| Year three (6240 hours worked) | 32.18 | 32.51 |
| Year four (8320 hours worked) | 33.15 | 33.48 |
| Lifestyle Assistant | 02-Feb-21 | 01-Jul-21 |
| Start | 19.36 | 19.56 |
| Probation (6 months) | 19.55 | 19.75 |
| Year One (2080 hours worked) | 19.75 | 19.95 |
| Year two (4160 hours worked) | 19.95 | 20.15 |
| Lifestyle Assistant (Cas) | 02-Feb-21 | 01-Jul-21 |
| Start | 16.97 | 17.14 |
| Probation (6 months) | 17.14 | 17.31 |
| Year One (2080 hours worked) | 17.32 | 17.49 |
| Year two (4160 hours worked) | 17.48 | 17.66 |
| Driver | 02-Feb-21 | 01-Jul-21 |
| Start | 19.62 | 19.82 |
| Probation (6 months) | 19.82 | 20.02 |
| Year One (2080 hours worked) | 20.02 | 20.22 |
| Year two (4160 hours worked) | 20.22 | 20.42 |

| Maintenance Assistant | 02-Feb-21 | 01-Jul-21 |
|------------------------------|-----------|-----------|
| Start | 18.56 | 18.75 |
| Probation (6 months) | 18.75 | 18.94 |
| Year One (2080 hours worked) | 18.94 | 19.13 |
| Year two (4160 hours worked) | 19.13 | 19.32 |

All employees in the bargaining unit are to be paid a 4% lump sum for hours worked between the time of certification and the date of the Arbitration Award. The amount is payable within 90 days to all bargaining unit members employed as at the date the Arbitration Award is issued

Effective the date of the issuance of the Arbitration Award, there shall be a 4% increase for all employees except LPNs and HCAs.

Effective the date of the issuance of the Arbitration Award, for LPNs there shall be an 8% increase to all steps on the wage grid.

Effective the date of the issuance of the Arbitration Award, for HCAs there shall be a 10% increase to all steps on the wage grid.

On July 1, 2021 there shall be a 1% wage increase for all employees in the bargaining unit.

APPENDIX B
BARGAINING UNIT EXCLUSIONS


The parties agree the following persons are excluded from the collective agreement:

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

- Executive Director
- Business Manager
- Environmental Services Manager
- Executive Chef
- Operations Support Coordinator
- Resident Care Manager
- Marketing Manager
- Lifestyle Manager
- Clinical Resource Nurse
- Recreational Therapist

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 SIGNATURE LIVING
(ROCKY RIDGE) MANAGEMENT LTD.

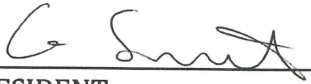


PRESIDENT & CEO

WITNESS

June 10, 2021
DATE

ON BEHALF OF ALBERTA UNION
OF PROVINCIAL EMPLOYEES



PRESIDENT

WITNESS

June 3, 2021
DATE

LETTER OF UNDERSTANDING #1

BETWEEN

SIGNATURE LIVING (ROCKY RIDGE) MANAGEMENT LTD.

AND

THE ALBERTA UNION OF PROVINCIAL EMPLOYEES

RE: LEAVES OF ABSENCE UNDER EMPLOYMENT STANDARDS CODE

The Parties agree that the Employer shall provide the following leaves in accordance with the entitlements set out in the Alberta Employment Standards Code in effect as of January 1, 2019.

1. Compassionate Care Leave

An Employee who has worked an employee who has been employed for at least ninety (90) days is entitled to unpaid compassionate care leave for a period of up to twenty-seven (27) weeks in accordance with the Employment Standards Code and the Employment Insurance Act for the purpose of providing care or support to a seriously ill family member. Qualified relative means a person in a relationship to the Employee for whom the Employee would be eligible for the compassionate care benefit under the legislation.

2. Critical Illness of a Child Leave

Employees will be granted unpaid leave up to thirty-six (36) weeks of job protection for or the purpose of providing care or support to their child in accordance with the Employment Standards Code and Employment Insurance (EI) legislation.

3. Death or Disappearance of a Child Leave

Employees will be granted unpaid leave up to fifty-two (52) weeks of job protection for employees whose children have disappeared due to a crime or up to one hundred and four (104) weeks if child died due to a crime in accordance with the Employment Standards Code and Employment Insurance (EI) legislation.

4. Domestic Violence Leave

An employee who is a victim of domestic violence and has been employed by the same employer for at least ninety (90) days is entitled to unpaid domestic violence leave of up to ten (10) days in a calendar year in accordance with the Employment Standards Code.

5. Family Responsibility Leave

An employee who has been employed by the same employer for at least ninety (90) days is entitled to up to five (5) days of unpaid leave in a calendar year, but only to the extent that the leave is necessary for the employee to meet his or her family responsibilities in relation to a family member in accordance with the Employment Standards Code.

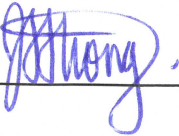
6. Military Leave

An Employee who has completed twenty-six (26) weeks of employment and is required by military authorities to attend training or perform military services shall be granted leave without pay for up to twenty (20) days per year for annual training.

7. Citizenship Ceremony leave

Employees will be granted unpaid leave for employees to attend a citizenship ceremony in accordance with the Citizenship Act (Canada).


ON BEHALF OF SIGNATURE LIVING
(ROCKY RIDGE) MANAGEMENT LTD.



JUNE 10, 2021

DATE

ON BEHALF OF ALBERTA UNION
OF PROVINCIAL EMPLOYEES



June 3, 2021

DATE

LETTER OF UNDERSTANDING #2

BETWEEN

SIGNATURE LIVING (ROCKY RIDGE) MANAGEMENT LTD.

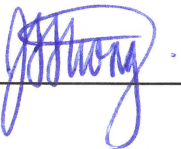
AND

THE ALBERTA UNION OF PROVINCIAL EMPLOYEES

RE: ALLOCATION/DISPENSING DRUGS

The Employer accepts all responsibility for all prescription drugs and/or medicines held on the premises that are not under the immediate control of the respective prescribed resident, and shall not hold liable any Employee covered by this collective agreement for any incident occurring related to such prescription drugs and/or medicines, if such Employee is operating under Alberta Health Services Programs and guidelines.

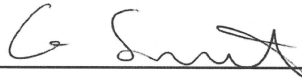
ON BEHALF OF SIGNATURE LIVING
(ROCKY RIDGE) MANAGEMENT LTD.



JUNE 10, 2021

DATE

ON BEHALF OF ALBERTA UNION
OF PROVINCIAL EMPLOYEES



June 3, 2021

DATE

LETTER OF UNDERSTANDING #3

BETWEEN

SIGNATURE LIVING (ROCKY RIDGE) MANAGEMENT LTD.

AND

THE ALBERTA UNION OF PROVINCIAL EMPLOYEES

RE: LEGAL INDEMNIFICATION

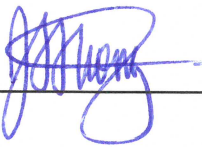
The Employer will maintain comprehensive general liability insurance for all Employees. The Employer will pay one hundred percent (100%) of the premium cost of such insurance.

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

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

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

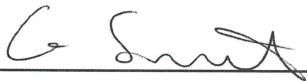
ON BEHALF OF SIGNATURE LIVING
(ROCKY RIDGE) MANAGEMENT LTD.



JUNE 10, 2021

DATE

ON BEHALF OF ALBERTA UNION
OF PROVINCIAL EMPLOYEES



June 3, 2021

DATE

LETTER OF UNDERSTANDING #4

BETWEEN

SIGNATURE LIVING (ROCKY RIDGE) MANAGEMENT LTD.

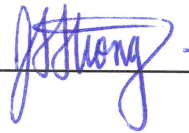
AND

THE ALBERTA UNION OF PROVINCIAL EMPLOYEES

RE: WORKLOAD

1. An Employee may file a written concern regarding their workload directly to the manager. It is agreed that workload concern(s) for discussion represent ongoing, systemic, long-term issues, which have continued for a minimum period of ninety (90) days. This does not preclude an Employee from discussing the workload with their manager prior to the ninety (90) days.
2. The manager shall investigate the concern(s) raised and provide a written response within thirty (30) days of the Employee's written submission.
3. Should the response of the manager not satisfactorily address the concern(s) raised, the Employee may advance them to the Executive Director responsible within fifteen (15) days of receiving the manager's response. The Executive Director shall provide a written response within thirty (30) days of receiving the Employee's written submission.

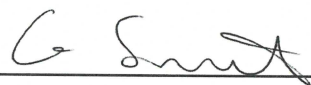
ON BEHALF OF SIGNATURE LIVING
(ROCKY RIDGE) MANAGEMENT LTD.



JUNE 10, 2021

DATE

ON BEHALF OF ALBERTA UNION
OF PROVINCIAL EMPLOYEES



June 3, 2021

DATE

LETTER OF UNDERSTANDING #5

BETWEEN

SIGNATURE LIVING (ROCKY RIDGE) MANAGEMENT LTD.

AND

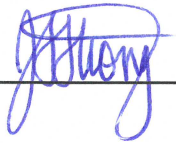
THE ALBERTA UNION OF PROVINCIAL EMPLOYEES

RE: STAFFING AGENCIES

The Employer agrees not to supplement the work of the bargaining unit with staffing agency(s) where it results in the layoff or reduction of hours of work, or displacement or reduction of the compensation of a regular employee in the bargaining unit.

The Employer is required to provide added care, requiring special handling and to fill shifts so as to ensure uninterrupted service for residents, often on short notice. When able to do so, the Employer will attempt to use unionized staff first, even at overtime. In emergencies or when there is a need for as soon as possible care or support services, the Employer retains the right to immediately use a staffing agency.

ON BEHALF OF SIGNATURE LIVING
(ROCKY RIDGE) MANAGEMENT LTD.



JUNE 10, 2021

DATE

ON BEHALF OF ALBERTA UNION
OF PROVINCIAL EMPLOYEES



June 3, 2021

DATE

LETTER OF UNDERSTANDING #6

BETWEEN

SIGNATURE LIVING (ROCKY RIDGE) MANAGEMENT LTD.

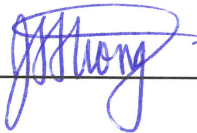
AND

THE ALBERTA UNION OF PROVINCIAL EMPLOYEES

RE: CONTRACTING OUT

Where the Employer finds it necessary to sub-contract or outsource any work or functions performed by Employees covered by this Agreement, the Employer shall notify the Union with as much notice as possible but in any event, not less than sixty (60) days in advance of such change and shall meet, discuss and consult with the Union about reasonable measures regarding the interests of affected Employees. This article does not apply to occasional use of staffing agencies to supplement staff if call in procedures, have failed to result in sufficient staffing levels being present.

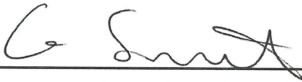
ON BEHALF OF SIGNATURE LIVING
(ROCKY RIDGE) MANAGEMENT LTD.



JUNE 10, 2021

DATE

ON BEHALF OF ALBERTA UNION
OF PROVINCIAL EMPLOYEES



June 3, 2021

DATE

LETTER OF UNDERSTANDING #7

BETWEEN

SIGNATURE LIVING (ROCKY RIDGE) MANAGEMENT LTD.


AND

THE ALBERTA UNION OF PROVINCIAL EMPLOYEES

RE: EMPLOYEE-MANAGEMENT ADVISORY COMMITTEE

Within three (3) months of signing this collective agreement, the first EMAC meeting will take place, unless that timeline is mutually extended by the parties.

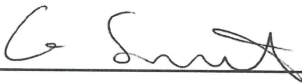
ON BEHALF OF SIGNATURE LIVING
(ROCKY RIDGE) MANAGEMENT LTD.



JUNE 10, 2021

DATE

ON BEHALF OF ALBERTA UNION
OF PROVINCIAL EMPLOYEES



June 3, 2021

DATE