

**In a Collective Bargaining Dispute under the Labour Relations Code**

**Between**

**Rosedale Partnership  
(Hereinafter known as the “Employer”)**

**- and –**

**Alberta Union of Provincial Employees (AUPE)  
(Hereinafter known as the “Union”)**

**Mediator’s Report from Enhanced Mediation**

**October 31, 2022**

This is a first collective agreement dispute between the parties. They were unable to reach agreement during bargaining and on September 27, 2021, the Union filed an application with the Labour Relations Board seeking assistance in the settlement of the terms of a first collective agreement with the Employer. I was appointed as informal mediator pursuant to s. 64 of the *Labour Relations Code*, and mediation between the parties commenced in March 2022.

On August 11, 2022, the matter was brought to Vice-Chair Schick of the Alberta Labour Relations Board for review, and it was confirmed that consistent with my appointment as informal mediator I would conduct no less than four days of informal mediation. If no agreement was reached in informal mediation, then I was appointed the Enhanced Mediator pursuant to s. 92.2(6)(c) of the *Code* and conduct no less than two days mediation.

Further, if the Mediator cannot achieve a collective agreement in informal mediation by October 31, 2022 (or within such further period as the Mediator and the parties agree), the Mediator shall file a report with the Board which report shall indicate:

- matters resolved prior to mediation;
- matters resolved in mediation;
- matters outstanding;
- the Mediator’s recommendations with respect to the outstanding matters.

The parties agreed to extend the time limits and number of days for mediation in an effort to achieve a mutually agreeable resolution, however as they were unable to resolve all matters in dispute, I was asked to write my Recommendations on the outstanding items. These Recommendations were prepared in consultation with the parties and they have agreed that this Report will be abbreviated for the purposes of ratification. It is understood that in the event that the Recommendations are not accepted by either party I will write a comprehensive Report to be filed with the Board.

**Matters agreed between the parties prior to and during mediation.**

Preamble

Article 3	Union Membership and Dues
Article 4	Management Rights
Article 5	Union Stewards and Union Leave
Article 6	Non-Discrimination
Article 7	No Strike / No Lockout
Article 8	Probation and Orientation
Article 10	Appointments, Vacancies and Promotions
Article 13	Salary
Article 16	Annual Vacation
Article 17	Inservice
Article 19	Temporary Employees
Article 20	Casual Employees
Article 21	Discipline, Dismissal and Personnel Files
Article 23	Health and Safety
Article 24	Grievance Procedure
Article 25	Sick Leave
Article 26	Notice of Contracting Out
Article 27	Professional Registration Fees
Article 28	Workers' Compensation
Article 29	Benefits
Letter of Understanding	Uniforms

**Matters Outstanding**

The following matters remain outstanding and form part of my recommendations:

- Article 1 Term of Collective Agreement
- Article 2 Definitions
- Article 9 Seniority
- Article 11 Hours of Work
- Article 12 Overtime
- Article 14 Shift Premiums
- Article 15 Named Holidays
- Article 18 Leaves of Absence
- Article 22 Layoff
- Article 30 Registered Retirement Savings Plan
- Schedule A Wage Schedule and Increment Steps

## **Matters agreed between the parties prior to and during mediation.**

(subject to errors and omissions to be corrected during final proof reading. All highlighted areas are to be populated at the conclusion of the Agreement.)

## **PREAMBLE**

It is the intent and purpose of this Collective Agreement, which has been negotiated and entered into in good faith, to:

- (a) provide lawful and orderly collective bargaining relations between the Employer and its Employees covered by this Collective Agreement, through the Union;
- (b) maintain and improve the harmonious relations and settle conditions of employment between the Employer and the Union;
- (c) recognize the mutual value of joint discussion and negotiations in all matters pertaining to working conditions;
- (d) promote the morale, well-being and security of all the Employees in the bargaining unit of the Union;
- (e) secure prompt disposition of grievances, and to eliminate interruption of work and interference with the efficient operation of the Employer's business;
- (f) generally administer all terms and conditions herein a manner consistent with the Collective Agreement;
- (g) provide compassionate care for the residents to meet their physical and emotional needs in a safe, comfortable environment, treating them and their families with the respect and dignity they deserve.

## **ARTICLE 1 - TERM OF THE AGREEMENT**

### **1.01 (See Recommendations)**

1.02 Where notice is served by either Party to commence collective bargaining, this Collective Agreement shall continue in full force and effect until a new Collective Agreement has been executed.

1.03 In the event that any law passed by the Government of Alberta, or Canada renders null and void any provisions of this Agreement, the remaining provisions shall remain in effect for the term of the Agreement.

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

In the case of the Employer to:

President and CEO  
Rosedale Partnership  
10101 111 Street  
Edmonton AB T5K 2W4

In the case of the Union to:

President  
Alberta Union of Provincial Employees  
10025 182 Street NW  
Edmonton, AB, T5S 0P7

## ARTICLE 2 – DEFINITIONS

- 2.01 "Code" means the *Labour Relations Code*, as amended from time to time.
- 2.02 "Union" shall mean the Alberta Union of Provincial Employees (AUPE). In the event of a change of name of the aforementioned Union, the subsequent name shall be recognized.
- 2.03 "Basic Rate of Pay" shall mean the applicable step in the pay range applicable to an Employee in accordance with the Employee's classification as set out in the Wage Appendix, exclusive of all premium payments.
- 2.04 "Continuous Service" shall mean the period of employment commencing on the latest date of employment within the bargaining unit that is not interrupted by termination or dismissal.
- 2.05 "Employee" shall mean a person covered by this Collective Agreement and employed by the Employer. At the time of hire the employment status of each Employee shall be determined in accordance with the following:
- (a) "Regular Employee" is one who works on a full-time or part-time basis on regularly scheduled shifts of a continuing nature:
    - (i) "Full-time Employee" is (See Recommendations)
    - (ii) "Part-time Employee" is one (See Recommendations)
  - (b) "Casual Employee" shall mean an Employee who:
    - (i) is regularly scheduled for a period of ninety (90) calendar days or less for a specific job; or
    - (ii) relieves for absences the duration of which is ninety (90) calendar days or less; or
    - (iii) works on a call-in basis and is not regularly scheduled.

- (c) "Temporary Employee" is one who is hired on a temporary basis for a full-time or part-time position:
- (i) for a specific job of more than two (2) months but less than twelve (12) months. A request by the Employer to extend the time limit shall not be unreasonably denied by the Union; or
  - (ii) to replace a Full-time or Part-time Employee who is on approved leave of absence for a period in excess of two (2) months.

- 2.06 "Employer" shall mean Rosedale Partnership or any successor employer.
- 2.07 In referencing individuals, the singular shall include the plural and vice-versa, as applicable.
- 2.08 "Shift" shall mean a daily scheduled hours of work of not less than three (3) consecutive hours, excluding overtime hours.
- 2.09 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.
- 2.10 "Union Representative" means a representative from the Union authorized by the Union to act on behalf of an Employee; and
- 2.11 "Union Steward" shall mean an Employee in the Bargaining Unit who has completed the required AUPE courses and training necessary to be registered by the Union to provide Union representation to AUPE Members.
- 2.12 "Local" means AUPE Local 047.
- 2.13 "Chapter" means Chapter 055, which is a subset of AUPE Local 047.
- 2.14 "Bargaining Unit" shall mean the unit of Employees as described on the Labour Relations Board Certificate.
- 2.15 (See Recommendations)
- 2.16 "Classification" refers to the current classifications in the bargaining unit that are listed in Schedule "A" of this agreement.
- 2.17 "FTE" means Full-Time equivalent.
- 2.18 "Status" for employment means – Regular Employee or Casual Employee or Temporary Employee.
- 2.20 "Shift Schedule" is the list of shifts that are required to be worked.
- 2.21 "Master Rotation" is the master work schedule of off-duty and on-duty shifts which rotates a consistent pattern of shifts that repeats itself during a maximum twelve (12) week period.

### **ARTICLE 3 – UNION MEMBERSHIP AND DUES**

3.01 All Employees have the right:

- a. to be members of the Union;
- b. to bargain collectively with the Employer through the Union; and
- c. to voluntary membership in the Union.

3.02 Employees will be required to pay union dues as specified by the Union. The Employer shall, as a condition of employment, deduct from the pay of each employee the amount of the union dues specified by the Union from time to time.

3.03 (a) The Employer shall remit Union Dues deducted from the pay of all employees to the Union on a monthly basis no later than fifteen (15) days into the following month. Where an accounting adjustment is necessary to correct an over or under payment of dues, it shall be effected in the succeeding month. The deduction remitted shall be accompanied by a list specifying the following:

- i. the employee's name;
- ii. the amount of the deduction for each employee; and
- iii. the amount of the employee's monthly earnings.

(b) Additionally, the Employer shall supply to the Union, on April 1<sup>st</sup> of each year, a report from the Employer's records including the following Employee information:

- i. contact information including mailing address and home phone number;
- ii. classification;
- iii. commencement date and seniority;
- iv. hourly rate of pay; and
- v. Employee type (permanent, temporary, casual, full-time, part-time)

(c) The Employer shall supply to the Union, not less than monthly, the names and contact information for each new employee.

3.04 The Employer agrees to include total annual dues on T4 slips.

3.05 Upon mutual agreement, the Employer may submit the dues electronically in a manner acceptable to both parties.

3.06 The Union shall indemnify and save the Employer harmless from any and all claims, demand, suits, or other forms of liability that shall arise out of or by reason of action taken by the Employer in making the deductions provided for in Article 5.

3.07 The Union shall give not less than thirty (30) days' notice of any change in the rate at which dues are to be deducted.

## **ARTICLE 4 – MANAGEMENT RIGHTS**

4.01 The Union acknowledges that it is the exclusive function of the Employer to:

- a. Maintain order, discipline and efficiency.
- b. Hire, classify, appoint, promote, demote, layoff, recall, suspend, discharge, or otherwise discipline employees.
- c. Make and enforce from time to time such reasonable rules and regulations, including Standard Operating Procedures, as the Employer considers necessary for the efficient and orderly conduct of its business and require employees to observe such reasonable rules and regulations, provided that they are not inconsistent with the express provisions of the Agreement.
- d. Manage the Employer's operations without restricting the generality of the foregoing:
  - i. To determine, modify, discontinue or add occupational classifications, job procedures, processes or operations;
  - ii. To establish new or improved methods and change schedules of work;
  - iii. To determine any methods of training;
  - iv. To determine programs, complement, organization and the number, services to be performed;
  - v. To determine assignments of work;
  - vi. To determine the extension, limitation, curtailment or cessation of operations in whole or in part; and
  - vii. All other rights and responsibilities not specifically modified by the express.

4.02 The Union further recognizes that any current, ongoing or past practice, policy and/or benefit shall not be construed as a representation that any such practice, policy and/or benefit will continue in the future and that the Employer may reorganize its businesses and practices in order to remain productive and competitive. If the Employer intends to change any current practice, policy and/or benefit, the Employer shall make reasonable efforts to provide its current employees with thirty (30) days written notice before any such changes go into effect.

## **ARTICLE 5 – UNION STEWARDS AND UNION LEAVE**

### Union Stewards

5.01 The Employer agrees to recognize Employees who are appointed as Union Stewards and recognizes their authority to represent other Employees. A Union Steward may, at the request of an Employee, accompany or represent him in the processing of a grievance with the Employer. When it becomes necessary for a Union Steward to leave his job for this purpose, he will request time off from his immediate Supervisor and provide him with as much advance notice as practicable. Arrangements will be made by the Supervisor to permit the Union Steward to leave his job, as soon as reasonably practicable, 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.

- 5.02 The Union reserves the right to appoint a Union Steward to represent a work area that has no Union Steward.
- 5.03 A list of Union Stewards shall be supplied by the Union to the Employer. The Employer shall be advised in writing of any change to the list. The list shall be updated by the Union annually.
- 5.04 Union Stewards or other employees representing the Union agree they shall not conduct union business during working hours except as set out herein.
- 5.05 Union Representatives shall have the right to assist in collective bargaining, processing grievances, any negotiations with the Employer, or in any other circumstance permitted by the *Labour Relations Code*.

#### Union Leaves

- 5.06 A Union Member may make a request for a leave of absence to attend to Union business, including conventions, workshops, and education classes.
- 5.07 The Employer shall provide a leave of absence for three (3) Union Members to prepare for and attend negotiations.
- 5.08 An Employee who is elected:
- (a) to a full-time position with the Union; or
  - (b) is selected for any staff position with the Union of two (2) years or less,
- shall be granted leave of absence without pay and without loss of seniority. Subject to operational requirements, a staff position leave may be approved and extended.
- 5.09 If it is permissible under the welfare plans, the Employee shall have the right to pay the full cost, including the Employer's share, during the period of such leave of absence.

#### Applications for Leaves and Pay

- 5.10 Applications for Union Leave will be made four (4) weeks in advance of the leave. Subject to operational requirements, the time period for making the request may be waived or reduced. A request for any leave under this Article will not be unreasonably denied.
- 5.11 Except as set out in Article 16.08, no Employee taking a Union Leave shall experience any loss or interruption in pay, benefits, service or seniority while on such a leave. The Employer shall bill the Union for the salary paid to such Employee while on leave plus an amount determined by the Employer to cover the cost of benefits.



## **ARTICLE 6 – NON-DISCRIMINATION**

- 6.01 The Employer will not discriminate in its hiring and employment practices against persons, in accordance with the *Alberta Human Rights Act*, RSA 2000, c A-25.5, as amended.
- 6.02 The Union will not discriminate in its practices against persons, in accordance with the *Alberta Human Rights Act*, RSA 2000, c A-25.5, as amended.

## **ARTICLE 7 – NO STRIKE / NO LOCKOUT**

- 7.01 There shall be no strikes and no lockouts while the Collective Agreement is in effect. The term “strike” and “lockout” shall bear the same meaning given to them pursuant to the *Labour Relations Code* and any amendments thereto.

## **ARTICLE 8 – PROBATION AND ORIENTATION**

- 8.01 A newly hired employee shall be on probation for the Employee’s first three (3) months or 522 hours worked, exclusive of training, whichever period of time is longer.
- 8.02 The probationary period may be extended up to an additional maximum of 150 hours worked, exclusive of overtime hours.
- 8.03 The Employer shall provide feedback to each probationary Employee at least once during the probationary period. If no written feedback is provided to the probationary Employee, their performance shall be deemed to be satisfactory.
- 8.04 During the probationary period, the Employer may terminate the Employee for any reason at its discretion, except for where said termination would be discriminatory or would constitute bad faith. The Employee or the Union may grieve the termination, but the answer at Step 2 shall be final and binding and the matter may not be referred to arbitration under the provisions of this Agreement.
- 8.05 A probationary employee shall complete a three (3) day orientation period at the outset of their probationary period. The Employer may orient an employee on different shift patterns (day/evening/night) or to the various sites.

## **ARTICLE 9 – SENIORITY**

- 9.01 Seniority for Full-time and Part-time Employees is defined as the length of a Full-time or Part-time Employee's service with the Employer from the last date of hire as a Full-time or Part-time Employee including all prior periods of uninterrupted service as a Casual or Temporary Employee. Casual and Temporary Employees shall not attain seniority status.
- 9.02 Employees shall have no seniority rights during their probationary period. Upon satisfactory completion of the probationary period, the Employee’s name shall be placed on the seniority list, effective the first day of employment.

- 9.03 The seniority list for Employees shall be prepared by the Employer and provided to the Union every four (4) months.
- 9.04 An Employee shall lose their seniority if they:
- (a) Resign or retire;
  - (b) are placed on layoff, and are not recalled for a period of (See Recommendations) months;
  - (c) fail to return to work at the expiration of an authorized leave, unless a reason satisfactory to the Employer is provided;
  - (d) fail to respond to a recall notice within the time required under this Agreement;
  - (e) are discharged for just cause; or
  - (f) is absent for three (3) consecutive shifts without notifying the Employer, unless such notification was not reasonably possible. Nothing in this clause shall restrict the right of the Employer to discipline or discharge an employee who is away without leave.
- 9.05 Seniority shall be considered in:
- (a) determining the schedule of vacations, subject to the provisions specified in Article 15: Annual Vacation;
  - (b) appointment and filling vacancies, subject to the provisions specified in Article 10: Appointments, Transfers and Vacancies;
  - (c) layoffs and recalls, subject to the provisions specified in Article 21: Layoff and Recall.

#### **ARTICLE 10 – APPOINTMENTS, VACANCIES AND PROMOTIONS**

- 10.01 Vacant positions will be posted in the site for seven (7) calendar days. Each posting shall state the following information:
- (a) qualifications and/or competencies as required;
  - (b) employment status (Regular, Temporary, Casual);
  - (c) classification and hours bi-weekly;
  - (d) range of rate of pay;
  - (e) if temporary, the anticipated duration of such position.

Also, for information purposes only, a notice of vacancy shall specify the number of hours per shift, Shift Pattern and the Shift Cycle.

- 10.02 The Employer shall give first consideration to applicants who are members of the bargaining unit before considering applications from outside the bargaining unit.

- 10.03 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.
- 10.04 Until the vacancy is filled, the Employer may fill the vacancy, with part-time or casual Employees pursuant to Article <X.0>. If a position changes from temporary to permanent, such positions shall be posted in accordance with Article 10.01.
- 10.05 Both parties recognize:
- (a) The principle of promotion within the service of the Employer.
  - (b) In making appointments the qualifications such as job knowledge, experience and education shall be the primary consideration, but where such qualifications are considered to be equal, by the Employer, seniority shall be the determining factor.
  - (c) Acceptable performance by the Employee in their current job shall also be a determining factor.
  - (d) The qualifications for the posted position or vacancy shall be consistent with the responsibilities specified in the posting.
- 10.06 (a) The Employer shall confirm in writing to the Employee at the time of hire, the employment status, the classification, the full-time equivalent (FTE) and rate of pay for the position they are filling.
- (b) Within seven (7) days of the appointment to the vacant position, the name of the successful candidate will be posted on a Bulletin Board suitable for the purpose. The Union shall be notified regarding the name of the successful candidate.
- 10.07 Temporary Postings
- 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.
- An Employee who is successful in a temporary job posting will not be allowed to apply for another temporary position, unless the position posted commences after the expiry of the current term.
- 10.08 The foregoing provisions shall be waived by the Parties and deemed inoperative when placement of an Employee in a job is affected by the parties' statutory obligation to accommodate placement.

## **ARTICLE 11 – HOURS OF WORK**

- 11.01 The Employer retains the right, in its sole discretion, to schedule hours of work of Employees as is necessary to ensure efficient operations and to provide coverage for the determined hours of operation.

## REGULAR WORK SCHEDULES & COMPRESSED WORK WEEK SCHEDULES

- 11.02 Regular schedules for Employees shall be defined as up to eight (8) hours per day, averaging forty-four (44) hours per week, over the rotation cycle, as determined by the Employer.
- 11.03 The Employer may also implement compressed work week schedules, which average up to forty-four (44) hours per week over the rotation cycle of the schedule, as determined by the Employer.

## NO MAXIMUM OR MINIMUM

- 11.04 The hours of work as stated in this Article are not to be construed as a guarantee, as a minimum nor as a restriction, for any maximum of hours to be worked.

## BREAKS

- 11.05 Employees working shifts that are seven (7) hours or longer shall be:
- (a) permitted one (1) unpaid meal break; and
  - (b) permitted two fifteen (15) minute paid rest periods.
- 11.06 Employees working six (6) hour shifts shall be entitled to two fifteen (15) minute paid rest periods.
- 11.07 Employees working five (5) hour shifts shall be entitled to one fifteen (15) minute paid rest period.
- 11.08 The scheduling of any breaks shall be by the Employer.

## CALL OUT GUARANTEE

- 11.09 A minimum of three (3) hours pay will be paid to an Employee who is called out for duty by management after the employee has left the Employer's premises. Any resulting overtime will be compensated at applicable rates. If an Employee reports for work and is sent home without commencing their shift they shall be paid a minimum of three (3) hours pay at their basic rate of pay.

## 11.10 SHIFT EXCHANGE

- (a) In the event Employees of their own accord and for their own personal convenience wish to exchange a shift with another Employee, the following conditions must be met:
  - (i) Employees must be from the same classification and qualified to perform the work for the exchanged shift; and
  - (ii) the exchange is agreed to, in writing, between the affected Employees, and a request for that exchange has been submitted to the Employer at least seven (7) days in advance of the first shift being exchanged; and
  - (iii) prior approval of such exchange has been given, in writing, by the Employer's Director of Care (or designate). Such approval shall not be unreasonably denied; and

- (iv) Shift exchanges are permitted for shifts of equal length and for full shifts only; and
  - (v) Shift exchanges must be completed within the same pay period; and
  - (vi) Employees are allowed two (2) shift exchanges in each four (4) week scheduling period; and
  - (vii) there is no additional cost to the Employer.
- (b) Where the Employer permits Employees to exchange shifts, the Employer shall not be liable for non-compliance with the scheduling provisions of the Collective Agreement, including Articles 11 (Hours of Work) and 12 (Overtime), arising with the shift exchange. Such exchange shall not be deemed a violation of the provisions of this Collective Agreement.

#### ADDITIONAL CASUAL SHIFTS

- 11.11 Part-time Employees wishing to work additional hours and who so indicate in writing on a monthly basis to the Employer, shall be given preference and first opportunity to work any additional hours. Where more than one Part-time Employee has requested to work additional hours, the hours will be offered to the Employee having the most seniority. If all available shifts are not filled, then casual Employees may be assigned shifts at the Employer's sole discretion.
- 11.12 Should the Employer be unable to fill all outstanding shifts using the process in Article X.11, the Employer shall be able to use whatever means necessary to fill the shifts, including through the use of staffing agencies.

#### SHIFT SCHEDULES

- 11.13 Except in cases of emergency or by mutual agreement between the Employee, Employer and the Chapter Chairperson of the Union, that posted shift schedules shall provide for:
- a. At least eight (8) hours off duty between shifts;
  - b. Not more than six (6) consecutive scheduled days of work;
  - c. Two (2) consecutive days of rest;
  - d. No split shifts; and
  - e. At least one (1) weekend off in two (2) average over one (1) complete cycle of the shift schedule.

11.14 See Recommendations.

#### RECALL TO DUTY DURING BREAK

- 11.15 If the Employer requires an Employee to be readily available for duty during their meal break, they shall be so designated in advance and be paid for that meal break at their Basic Rate of Pay. If the Employer requires an Employee to be readily available during their meal break in accordance with this Article, the Employee shall not be entitled to overtime pay as a result of this increase in hours.

## **ARTICLE 12. – OVERTIME**

- 12.01 When the needs of the operation require it, Employees may be required to work overtime. All overtime must be authorized by management. Employees shall only be compensated for authorized overtime.
- 12.02 Subject to Article 12.03, if an Employee works in excess of their regular work schedule or compressed work week schedule as outlined in Article 11.02 and 11.03 (Hours of Work), the Employee will be paid one and one-half times (1 ½ x) the Employee's (See Recommendations) for the additional hours worked.
- 12.03 Employees employed in Maintenance and Recreation shall be provided with time off in lieu of overtime. That time off when provided shall be at the rate of one (1) hour off for each hour of overtime worked, at times scheduled by the Employer (See Recommendations), provided that they are times the Employee could have worked and received wages from the Employer. The time off with pay shall be provided, taken and paid within 6 months of the end of the pay period in which it was earned.

## **ARTICLE 13 – SALARY**

- 13.01 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 Salaries Schedule shall be applicable to Employees covered by this Collective Agreement.
- 13.02 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 Full-Time Employee, each year of service; or
  - (b) in the case of a Part-Time Employee, and a Casual Employee, Employees shall advance from their initial placement on the salary scale to the next step, if applicable, as set out in the Salaries Schedule upon completion of one thousand nine hundred and fifty (1,950) hours worked.
- 13.03 There shall be no pyramiding unless so stated expressly in this agreement.
- 13.04 Paydays shall be on a monthly basis by direct deposit, in accordance with the Employer's established practice.
- 13.05 If an employee is terminated, discharged, or resigns, they shall receive their final pay cheque, including all monies owing to them, in accordance with the *Employment Standards Code*, as amended.
- 13.06 The Employer shall give a Record of Employment (ROE) to any employee who has been employed for at least seven (7) days, within five (5) calendar days of the last day worked or the date of termination.

- 13.07 If an employee is terminated, discharged or resigns, they shall receive their final pay cheque, including all monies owing to them, in accordance with the *Employment Standards Code*, as amended.
- 13.08 The Employer shall give a Record of Employment (ROE) to any employee who has been employed for at least seven (7) days, within five (5) calendar days of the last day worked or the date of termination.

#### **ARTICLE 14 – SHIFT PREMIUMS**

14.01 See Recommendations

#### **ARTICLE 15 – NAMED HOLIDAYS**

15.01 The following are Named Holidays recognized under this Collective Agreement:

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

15.02 Pay for Working on a Named Holiday

- (a) An Employee shall be paid for all hours worked on the Named Holiday at one and one-half times (1 ½x) their basic hourly rate of pay.

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

- (a) Work their scheduled shift immediately prior to and immediately following the Named Holiday except where the Employee is absent due to illness other reasons acceptable to the Employer; and
- (b) Work on the Named Holiday when scheduled except where the Employee is absent due to illness or other reasons acceptable to the Employer.
- (c) The Employer may request a doctor's note to verify an illness pursuant to this Article. The Employer shall reimburse the Employee up to (See Recommendations) for the cost of the note.

15.04 Full-time Employee Named Holiday with Pay

- (a) A Full-Time Employee who works on a Named Holiday shall also be entitled to an amount that is equal to their regular straight time daily pay.
- (b) When a Named Holiday falls on a day that would otherwise be a Full-Time Employee's regularly scheduled day of rest, the Employee shall receive pay as outlined at Clause 14.04(a).

15.05 Part-Time, Casual and Temporary Employee Named Holiday with Pay

Part-Time, Casual and Temporary Employees will be compensated for hours worked during the Named Holiday if, in at least five (5) of the nine (9) weeks preceding the work week in which the Named Holiday occurs, the Employee worked on the same day of the week as the day on which the Named Holiday falls. They will be compensated as follows:

- (a) Five percent (5%) of their base rate of pay earned in the twenty-eight (28) day period preceding the Named Holiday.

15.06 Employees on layoff status, maternity leave, parental/adoption leave, Workers' Compensation, or on any other unpaid leave on the date of the Named Holiday are not entitled to Named Holiday Pay.

**ARTICLE 16 – ANNUAL VACATION**

16.01 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.
- (d) Vacation year shall be January 1 to December 31.

16.02 Time of Vacation

- (a) During each continuous year of service, an employee shall earn entitlement to a vacation with pay, to be taken in the next following calendar year.
- (b) All vacation earned during one calendar year shall be taken in the following vacation year at a mutually agreeable time.
- (c) The Employer shall post the vacation schedule planner by September 1<sup>st</sup> of each year for the following year. Employees shall submit vacation preferences in writing by September 30<sup>th</sup>. Where an Employee submits a vacation request in writing by September 30<sup>th</sup> of that year, the Employer shall indicate approval or disapproval of that vacation request by as soon as practicable but no later than October 31<sup>st</sup> of the same year.
- (d) A vacation list shall be made available to the staff as early as is practical in the new calendar year stating vacation entitlement available for the current vacation year.
- (e) Employees are limited to ten working (10) days of vacation during peak periods:
  - June 15 to September 15; and
  - December 15 to January 8.



- (f) Where the number of Employees submit a vacation request in writing by September 30<sup>th</sup> indicating a preference for a specific period and the requests exceed the number of Employees as determined by the Employer that can be allocated vacation during that period, seniority within the classification shall be the deciding factor.
- (g) Where the number of Employees indicating a preference for a specific period submit a vacation request in writing after September 30<sup>th</sup> and the requests exceed 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.
- (h) An Employee shall be entitled to receive their vacation in an unbroken period unless otherwise mutually agreed between the Employee and the Employer.
- (i) An Employee who has less than one year service prior to the first day of November in any one (1) calendar year, shall be entitled to vacation entitlement calculated on the number of months from the date of employment in proportion to which the number of months of the Employee's service bears to twelve (12) months.

#### 16.03 Vacation Entitlement

Full-time and Part-time Employees earn vacation entitlement as follows:

From the start of employment                      Four percent (4%) of basic rate of pay  
but less than five (5) years

More than five (5) years but less  
than twelve (12) years of employment   Six percent (6%) of basic rate of pay

Effective January 1, 2024: More than      Eight percent (8%) of the basic rate of pay  
twelve (12) years

#### 16.04 Vacation with pay shall not accrue during periods while:

- (a) on layoff; and
- (b) in receipt of compensation from the Workers' Compensation Board; and
- (c) on leave of absence in excess of fifteen (15) calendar days for any reason.

Vacation pay shall not be paid out, except upon request or on termination.

#### 16.05 Vacation Pay

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

#### 16.06 All annual vacation requests shall be in writing and received by the Vice-President of Operations or designate.

#### 16.07 Vacation Pay on Termination

- (a) if employment is terminated by an Employee without giving two (2) weeks' notice, notwithstanding any other provisions of the Collective Agreement, such Employee shall receive vacation pay at the rate prescribed in the *Employment Standards Code* concerning vacation with pay. The Employer may waive this clause if termination is due to illness or for other reasons, which are acceptable to the Employer.
- (b) If employment is terminated, and two (2) weeks' notice given, the Employee shall receive payment in lieu of the Employee's accrued vacation bank.
- (c) When an Employee is discharged for cause, vacation pay shall be at the rate prescribed in the *Employment Standards Code*.

#### 16.08 Casual and Temporary Employees

Casual and Temporary Employees shall receive vacation pay in accordance with the *Employment Standards Code*.

- 16.09 Upon written request of an Employee prior to the end of the vacation year, and subject to approval of the Employer, five (5) days of vacation leave may be carried over from one vacation year to the next.

### ARTICLE 17 – INSERVICE

- 17.01 The Employer reserves the right to identify specific in-service sessions as being compulsory for Employee groups and those required to attend such sessions shall be paid at the basic rate of pay for attendance.

### ARTICLE 18 – LEAVE OF ABSENCE

- 18.01 This Article will have no application to Casual Employees.

#### 18.02 Provisions Governing Legislated Leaves of Absence

The following provisions are applicable to all leaves of absence except where otherwise stated in the *Employment Standards Code*:

- (a) To be eligible for legislated leaves of absence, employees must have been employed at least ninety (90) days unless specified otherwise.
- (b) All leaves of absence are unpaid unless specifically noted otherwise.
- (c) Application for a leave of absence shall be submitted, in writing, to the Employer as early as possible but in no case less than that required by legislation. The application shall indicate the start and end dates for the leave of absence and the reason(s) for the leave of absence.

- (d) Employees absent on a legislated leave of absence must give the Employer written notice of return to work as required by legislation for that Leave of Absence.
- (e) During an unpaid leave of absence of thirty days (30) or greater, an Employee shall not be entitled to accrue any named holidays, vacation, or other employment entitlements.
- (f) During an approved unpaid leave of absence, the Employer and Employee agree to continue to pay their respective shares of the bi-weekly benefit plan premiums for the remainder of the month in which the leave of absence commences.
- (h) Employees making application for any of the legislated Leaves of Absence should consult the legislation for full details of the procedures and entitlement for any variation from, or addition to, the information provided in this Article.

### 18.03 Bereavement Leave – See Recommendations

### 18.04 Maternity and Parental Leave

- (a) An Employee shall, upon written request, be granted up to sixteen (16) weeks of maternity leave and up to sixty-two (62) weeks' parental leave. Such leaves must be taken consecutively.
- (b) A pregnant Employee should apply for maternity leave as soon as possible prior to the Employee's expected date of delivery, but in any case, shall give the Employer at least twenty-eight (28) calendar days' notice, in writing, of the date of which the Employee intends to commence maternity leave.
- (c) Maternity leave and parental leave shall be without pay and benefits.
- (d) An Employee who is the parent of a newborn or newly adopted child and who has completed ninety (90) days of continuous employment shall, upon written request, be granted up to sixty-two (62) weeks of parental leave.
- (e) An Employee shall provide twenty-eight (28) days' notice, in writing, of the date of which the Employee intends to commence parental leave.
- (f) An Employee may commence parental leave in the case of adoption upon one (1) day's notice, provided that the request for such leave is made when the adoption has been approved and the Employer is kept informed of the progress of the adoption. An Employee otherwise requesting parental leave may commence parental leave upon one (1) day's notice provided the initial request for such leave was made in accordance with Clause 17.04(e).
- (g) Parental leave may begin at any time after the birth or adoption of the child, but it must be completed within seventy-eight (78) weeks of the date a child is born or an adopted child is placed with the parent.

- (h) An Employee on maternity or parental leave shall provide the Employer with at least twenty-eight (28) calendar days' notice of their readiness to return to work, following which the Employer will reinstate the Employee in the same or equivalent position at not less than the same step on Schedule 'A' and with the seniority that accrued to the Employee up to the date the leave of absence commenced.

18.05 Jury or Witness Duty

All employees who have been called for jury duty, or who have been summoned or subpoenaed as a witness in any court shall be granted leave without pay for the duration of that duty. An employee who has been selected to be a part of a jury or who has been summoned or subpoenaed as a witness must notify the Employer forthwith.

An employee who is summoned or subpoenaed to attend as a witness in a court proceeding arising out of their employment shall receive a leave of absence with no loss of pay. An employee attending an arbitration pursuant to the Collective Agreement and on behalf of the Employer shall suffer no loss of pay.

18.06 Compassionate Care Leave

All Employees shall be entitled to unpaid compassionate care leave in accordance with the *Employment Standards Code*, as amended.

- 18.07 An Employee who neglects to return at the end of the approved legislated leave of absence shall be deemed to have terminated their employment.

18.08 Education Leave

- (a) The parties recognize the benefit of upgrading education for the Employee and Employer. Effective on the date of written notice of ratification, when the Employer receives eight (8) weeks written advanced request from the Regular Full-time or Regular Part-time Employee, and where operational; requirements permit, the Employer shall grant an unpaid leave of absence for Regular Employees, for a period of up to twelve (12) weeks for attendance at a recognized educational institution. Written notice of less than eight (8) weeks may be considered at the discretion of the Employer.
- (b) During an Employee's Education Leave, she may work as a Casual Employee in the bargaining unit without adversely affecting her reinstatement to the position from which she is on approved leave.

**ARTICLE 19 – TEMPORARY EMPLOYEES**

- 19.01 A Temporary Position shall arise with:

- (a) The creation of a specific position of more than two (2) months but less than twelve (12) months; or,
- (b) A leave of absence granted for a period known to be longer than two (2) months.

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

19.03 Layoff and Recall

- (a) A Temporary Employee shall not have the right to grieve when no longer required in the temporary position, or upon expiry of the temporary position.
- (b) The Employer will endeavour to provide an Employee at least seven (7) calendar days' written notice of termination of a temporary position where such a position's anticipated original duration has been altered.

## **ARTICLE 20 – CASUAL EMPLOYEES**

20.01 A casual employee is an employee who is called in to work as required, but does not work a regular schedule, or does so only for a period of ninety (90) days or less.

20.02 Casual employees must provide their availability six (6) weeks at a time. A Casual Employee who has refused to pick up or give availability for a period of two (2) months shall be deemed terminated.

20.03 All provisions of this Collective Agreement shall apply to Casual Employees, unless expressly stated in this Article or in the Collective Agreement.

20.05 Casual Employees do not accrue seniority.

20.06 A casual employee shall be paid four percent (4%) of their regular earnings paid at the basic rate of pay as vacation pay on each bi-weekly pay period.

20.07 In addition to the foregoing, the following provisions of this Collective Agreement do not apply to Casual Employees: Leave of Absences, Annual Vacation, Shift Exchanges, Benefits, Layoff, Recall, Professional Registration Fees, and Sick Leave...TO BE POPULATED

## **ARTICLE 21 – DISCIPLINE, DISMISSAL AND PERSONNEL FILES**

21.01 Any Employee shall have the right to have a Union Steward or Union Representative present at any meeting that the Employee believes may be disciplinary in nature or may result in discipline. The date, time, and place of such meetings shall be scheduled in advance in order for the Union Steward or Union Representative to be present and will not be unreasonably delayed. It is the responsibility of the employee to contact the Union Representative or Union Steward and advise them of the date and time of such meeting.

21.02 In the event an Employee is disciplined, it shall be within fifteen (15) days of the date the Employer concludes their investigation.

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

- 21.04 An Employee who has been subject to disciplinary action may, after two (2) years of continuous service from the date the disciplinary measure was invoked, request in writing that their personnel file be cleared of any record of the disciplinary action. Such request shall be granted provided the Employee's file does not contain any further record of disciplinary action during the two (2) year period of which the Employee is aware.
- 21.05 By an appointment made at least one (1) working day in advance, an Employee and/or their Union representative, shall have access to their personnel records during the grievance process or at least once per year, in the presence of the Vice President or their designate.
- 21.06 An Employee absent for three (3) consecutive workdays without notifying the Employer, shall be considered to have vacated their position except where the Employee subsequently provides reasons acceptable to the Employer.

## **ARTICLE 22 – LAYOFF AND RECALL**

### **22.01 Layoff Definition -See Recommendations**

### **22.02 In the case of a layoff, the Employer will:**

- (a) Advise the Union, in advance, of the need to reduce hours or the number of Employees.
- (b) Meet with the Union to discuss ways to mitigate the effects of the layoff, including the possibility of voluntary layoff or other solutions.
- (c) During the above meeting the Employer and Union will agree to a process to be used during the layoff, including dates for line selection where applicable. At this meeting, the Employer will provide:
  - (i) Bi-weekly reductions of hours per position (where applicable)
  - (ii) Revised blank schedules of affected positions (where applicable)
  - (iii) Updated seniority list
- (d) Inform Employees of the Layoffs and explain the Layoff process, including providing an explanation of their options.

### **22.03 Process for Reduction of Hours**

- (a) Employees will be scheduled in appropriate time intervals in accordance with the updated seniority list (most senior first) to allow the employee sufficient time to make their choice. Both management and union representatives will be present at each meeting.
- (b) Employees will have the ability to choose any available line for which they (See Recommendations)
- (c) See Recommendations.

#### 22.04 Process for Workforce Reduction

- (a) Employees who receive notice of layoff will indicate their choice of either:
  - i. Displacement a less senior Regular Employee as per X.05(b) below.
  - ii. Acceptance of the layoff and be placed on the recall list.
  - iii. See Recommendations.

Displacement

- iv. See Recommendations.

Displaced Regular Employees shall follow the process in (b) above following receipt of their notice of displacement.

#### 22.05 Recall

- (a) Employees will be recalled in reverse order of layoff provided that the remaining Employees have the qualifications and are capable to perform the work.
- (b) See Recommendations.
- (c) No new Regular Employees will be hired where there are Employees who are on the recall list who are qualified and capable of performing the work available.
- (d) Other than for the continuation of the seniority held at the time of layoff, an Employee's rights while on layoff shall be limited to the right of recall. Seniority shall not accumulate while an employee is on layoff.
- (e) Employment shall be deemed terminated when an Employee does not return from layoff when notified to do so, or on the expiry of twelve (12) months from the date of layoff, whichever first occurs.
- (f) Where an Employee on layoff occupies a temporary position, the twelve (12) month period shall be suspended during her temporary position and shall recommence upon the termination of the temporary position for the balance of the twelve (12) months recall period.

### ARTICLE 23 – HEALTH AND SAFETY

- 23.01 The Employer and the Union agree to abide by the terms of the *Occupational Health and Safety Act*.

23.02 A Committee will be established, will meet and the Employees will be remunerated in accordance with the *Occupational Health and Safety Act*. The Committee:

- a. shall meet at least quarterly;
- b. shall be composed of at least four people, two of which will be appointed by the Union in accordance with its constitution; and
- c. Employees will be paid their basic rate of pay for time spent in attendance at the meeting of the Committee.

## **ARTICLE 24 – GRIEVANCE PROCEDURE**

### **24.01 Grievance Definition**

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

- (a) an individual grievance is a dispute affecting one (1) Employee. Such grievance shall be initiated at Step 1 of the grievance procedure as outlined in Article 19.05 except in cases of suspension or dismissal which will commence at Step 2; or
- (b) a group grievance is a grievance affecting two (2) or more Employees. Such grievance shall be initiated at Step 2 and be processed in the same manner as an individual grievance as outlined in Article 19.05. A group grievance shall list all Employees affected by the grievance and the results of the grievance shall apply, proportionately if applicable, to all Employees listed on the original grievance; or
- (c) a policy grievance is a dispute between the Parties which, due to its nature, is not properly the subject of an individual or group grievance. Such grievance shall be initiated in writing, within fifteen (15) days of the date the aggrieved Party first became aware of the event leading to the grievance. If the policy grievance is a Union grievance, it shall commence at Step 2. If the policy grievance is an Employer grievance, it shall be directed to the Union President and the President shall render a written reply within five (5) days of receipt. Upon receipt of the response or failure to reply, the Employer may advance the grievance to arbitration.

### **24.02 Authorized Representatives**

An Employee may have the assistance of a Union Representative or Union Steward at any time during the grievance procedure.

### **24.03 Time Limits**

For the purposes of this Article, periods of time referred to shall be consecutive calendar days, exclusive of Saturdays, Sundays and Named Holidays.



#### 24.04 Mandatory Conditions

- (a) 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.
- (b) During any and all grievance proceedings, the Employee shall continue to perform their duties, except in cases of suspension or dismissal.
- (c) A suspension or dismissal grievance shall commence at Step 2.
- (d) Should the Union fail to comply with the time limits in this procedure, the grievance shall be considered abandoned, unless the parties agree to extend the time limits.

#### 24.05 Steps in the Grievance Procedure

(a) Step 1

An Employee who has a grievance shall, within ten (10) days of the date of the incident, or reasonably should have become aware of the incident which led to the grievance, discuss the matter with the Manager. The Manager shall advise the Employee of their decision in writing within ten (10) days of the Employee first making them aware of the matter. In the event that it is not resolved to the satisfaction of the Employee, it may be advanced in accordance with the following steps.

(b) Step 2

If the grievance is not resolved at Step 1 above within ten (10) days of the decision of the Manager, it shall be forwarded in writing by the Union and the Employee, stating the nature of the grievance and redress sought, to the Employer's Representative, who shall reply in writing 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

If the grievance is not resolved at Step 2 above within ten (10) days of the reply from the Employer's Representative, the Union may decide to proceed to arbitration.

#### 24.06 Mediation

A grievance not resolved at Step 2 may be referred to Mediation if both the Union and the Employer agree to do so. A grievance not resolved at Mediation may be referred to Arbitration by one party giving written notice to the other within ten (10) days of the Mediation being concluded.

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

## 24.07 Arbitration

### Single Arbitrator

- (a) Either party wishing to submit a grievance to arbitration shall, within ten (10) days of the receipt of the decision at Step 2 of the grievance procedure, notify the other party in writing of its intention to do so and, in this case, the matter shall be decided by a single Arbitrator.
- (b) In the written notification, the referring party shall provide the names of up to three (3) Arbitrators from which the single Arbitrator may be agreed upon. The party receiving the referral notice may then counter propose with the names of up to three (3) Arbitrators from which the single Arbitrator may be agreed upon.
- (c) If the parties are unable to agree upon an Arbitrator within ten (10) days of receipt of the original referral notice, application may be made to Director of Alberta Mediation Services to appoint an Arbitrator pursuant to the provisions of the *Alberta Labour Relations Code*.

## 24.08 Arbitration

### Three Person Board

- (a) By mutual agreement between the parties, the matter may be decided by a three (3) person Arbitration Board. In this case, the referring party shall provide the other party with the name of its Appointee to the Arbitration Board. In turn, the party receiving the referral to arbitration shall provide the names of its Appointee to the Arbitration Board.
- (b) If, within ten (10) days of the parties agreeing to an Arbitration Board, the Appointees are unable to agree upon the choice of a Chairperson, application will be made to the Director of Alberta Mediation Services to appoint an Arbitrator pursuant to the provisions of the *Alberta Labour Relations Code*.

## 24.09 Decision and Fees/Expenses

- (a) The Arbitration Board shall hear and determine the difference and shall issue an award in writing, and the decision is final and binding upon the parties and upon the Employee(s) affected.
- (b) If the decision is that of a Board, the majority of the Board is the award of the Arbitration Board. Where there is no majority, the decision of the Chairperson shall be the decision of the Board.
- (c) 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.

- (d) Each of the parties to this Collective Agreement shall bear the expense of its appointee to the Arbitration Board. The fees and expenses of the Chairperson or single Arbitrator shall be borne equally by the two (2) parties to the dispute.

## **ARTICLE 25 - SICK LEAVE**

25.01 – See Recommendations.

25.02 – See Recommendations.

25.03 When an Employee has accrued the maximum sick leave credits, the Employee shall no longer accrue sick leave credits until such time as the Employee's total accumulation is reduced below the maximum. At that time the Employee shall recommence accruing sick leave credits.

25.04 Sick leave will be granted only for and limited to instances such as personal illness or injury, disease and non-elective surgery.

25.05 Notifying the Employer

- (a) Employees reporting sick shall contact the Employer as soon as possible in order that a replacement may be arranged for or duties redistributed. Failing to do so, the Employee shall be considered absent without leave and the Employer shall make a deduction in pay for the time which expires between the time the Employee should have reported for work and the time at which the Employee reported sick.
- (b) During an illness of undetermined length, the Employee will notify the Employer of their progress weekly and provide the Employer with a physician's notice of their readiness to return to work as far in advance as possible.
- (c) Sick relief shifts accepted by Employees may be cancelled by the Employer, with as much advance notice as possible, when the regular incumbent returns to work.

25.06 Subject to the provisions of the Annual Vacation section herein, an Employee granted sick leave shall be paid at their basic rate of pay for regularly scheduled hours absent due to illness, and the number of hours thus paid shall be deducted from their accumulated sick leave credits up to the total amount of their accumulated credits at the time the sick leave commence.

25.07 Proof of Illness

- (a) An Employee may be required to provide a doctor's note, as satisfactory proof of absence and illness for sick leave credits.
- (b) The cost of such doctor's note shall be reimbursed by the Employer up to \$25.00.
- (c) The Employer will advise an Employee of their accumulated sick leave credits when requested, but not more frequently than two times per year.

25.08 Upon termination of employment, all sick leave credits shall be cancelled, and no payment shall be due.

- 25.09 An Employee who has exhausted their sick leave credits during the course of an illness, and the illness continues, shall be required to pay the full cost of the group benefits plan commencing 30 days after the first day of unpaid sick leave. The Employee shall advise the Employer of their intent to remain on the health benefit plan in writing and make arrangements to pay the premiums in a lump sum or on a monthly basis. A failure to remit the payment required will result in cancellation of benefits.

#### **ARTICLE 26 – NOTICE OF CONTRACTING OUT**

- 26.01 In the event Employees will be displaced due to contracting out, the Employer will notify the Union with at least forty-five (45) days' notice prior to contracting out any work which may result in the layoff of any Employee in the bargaining unit and will meet and discuss reasonable measures to protect the interests of Employees so affected. Discussions will commence within ten (10) days of such notice being given unless otherwise agreed. A reasonable effort will be made to provide continuing employment for affected Employees with the Employer or with the Contractor.

#### **ARTICLE 27 – PROFESSIONAL REGISTRATION FEES**

- 27.01 The Employer will reimburse a Licensed Practical Nurse, with at least at 0.4 FTE position, in each calendar year for the employee's Professional Registration Fees for the College of Licensed Practical Nurses of Alberta ("CLPNA") up to a maximum of \$200.00.

- 27.02 Temporary and Casual Employees are not eligible for reimbursement of professional registration fees by the Employer.

#### **ARTICLE 28 – WORKERS' COMPENSATION**

- 28.01 Workers' Compensation Board coverage will be provided by the Employer for all employees, where required under the *Workers' Compensation Act*. In accordance with the *Income Tax Act*, Workers' Compensation benefits are not taxable.
- 28.02 An employee absent on Workers' Compensation ~~for a period in excess of thirty (30) calendar days~~ shall not accrue vacation entitlements during the period of absence, but will accrue seniority to a maximum of one (1) year.
- 28.03 Employees shall not be entitled to a named holiday or a compensating day off in lieu of a Named Holiday from the Employer while receiving benefits from Workers' Compensation.
- 28.04 An employee who has been on Workers' Compensation in excess of thirty (30) calendar days and who is certified by the Workers' Compensation Board to be fit to return to work and who is capable of performing the duties of their former position, shall provide the Employer with fourteen (14) days written notice of readiness to return to work. The Employer may accommodate return to work sooner than fourteen (14) calendar days where agreeable between the Employer, the Union and the Employee.

28.05 The Employee shall keep the Employer informed of the progress of their condition on an on-going basis

#### **ARTICLE 29 – BENEFITS**

29.01 All Employees who are regularly scheduled to work thirty (30) hours weekly or greater will be eligible to participate in the Employer's benefit plans, provided they have completed the requisite waiting period.

29.02 (a) Health and Dental Benefits - premium is paid 50% Employee and 50% Employer.

(b) Life Insurance Coverage premiums are paid as follows:

- (i) Single with no dependent - 100% premium paid by employee
- (ii) Single with dependent - 74% employee and 26% employer
- (iii) 65 yrs. and over but less than 70 yrs. - 100% employee
- (iv) Married with dependent - 72.10% employee and 27.90% employer
- (v) Married without dependent - 100% employee

29.03 Temporary Employees are not eligible to participate in the benefits plans.

#### **ARTICLE 30 – REGISTERED RETIREMENT SAVINGS PLAN**

**See Recommendations**

#### **SCHEDULE "A" – WAGES**

**See Recommendations**

#### **LETTER OF UNDERSTANDING – Uniforms**

The Employer agrees to continue its current practice of providing and laundering uniform tops for each Employee.

## **The Mediator's Recommendations With Respect To The Outstanding Matters**

### **ARTICLE 1 – TERM OF COLLECTIVE AGREEMENT**

1.01 Except where otherwise stated in this Collective Agreement, this Agreement, including appendices hereto unless altered by mutual consent of both Parties hereto, shall be in force and effect from **November 22, 2022**, up to and including **November 30, 2025**, and from year to year thereafter unless amended or terminated. Notification of desire to amend may be given in writing by either Party to the other Party during the period between sixty (60) and one hundred and twenty (120) days prior to its expiration.

#### **As proposed by the Employer**

### **ARTICLE 2 – DEFINITIONS<sup>1</sup>**

2.05 "Employee" shall mean a person covered by this Collective Agreement and employed by the Employer. At the time of hire the employment status of each Employee shall be determined in accordance with the following:

- (a) "Regular Employee" is one who works on a full-time or part-time basis on regularly scheduled shifts of a continuing nature:
  - (i) "Full-time Employee" is **one who is regularly scheduled to work seventy-five (75) or eighty (80) hours (where applicable) biweekly.**
  - (ii) "Part-time Employee" is one **who is regularly scheduled to work for less than seventy-five (75) or eighty (80) hours (where applicable) biweekly.**

**Accepting the fact that the Employer has part-time staff working a variety of hours and has expressed the need to be able to adjust those hours to accommodate changes in the operation is not related to the definition of employees but is about the definition and use of the term "position" and the hours of work language. The definition of Full-time and Part-time I am recommending is consistent with the comparable first agreements in the industry. It differs from the positions of both parties.**

- 2.15 "Position" means:
- (a) **the Employee status;**
  - (b) **the classification; and**
  - (c) **the full- time Equivalency (FTE).**

Unlike Employers who do not use FTE for the purpose of posting, calculation of benefits, line selection etc, this Employer does use the term and it has meaning within the bargaining unit. It is a common and well understood term in the industry. As a result, it is appropriate to ensure that the term position is defined and is used to identify that the Employees know and understand the schedule and hours of work they can expect when they apply for a position. The Employer objects that this establishes a guarantee of hours which they assert does not exist, however where an employee applies on a posted position with a specific FTE, they should be able to expect that those are the hours they will work until such time as they apply on a new 'position' or are impacted by a layoff. This does not mean that they cannot pick up additional hours, however those hours are not part of their minimum FTE. This minimum is not the equivalent of a guarantee and does not impact the ability of the Employer to adjust the schedules of individuals to ensure that they are working the FTE that they were hired for.

Employer argues that the term "position" is used inconsistently, however in the search of the agreed items it is clear that the term is used consistently within the context of the Agreed Language. This includes the use of the term "position" in the context of the Union Leave, however in the event that there is any question or confusion the term when used in the context of Union Leave can be amended. The language could reference 'when a Union member requests a leave to perform the duties of the office of the Union or as a staff member of the Union' which avoid any confusion.

#### **As per Union Proposal**

#### ARTICLE 9 – SENIORITY

9.04 (b) are placed on layoff, and are not recalled for a period of **twelve (12) months;**

**This Recommendation is in line with the Agreed language in layoff stipulating a twelve (12) month recall period.**

#### ARTICLE 11 – HOURS OF WORK

**11.14 The Employer agrees to post shift schedules at least four (4) weeks in advance of the effective date of the schedule. When a change is made in the shift schedule by the Employer, the employee shall be informed and if the change is made with less than three (3) calendar days, the employee shall be paid at time and one half (1.5x) their rate of pay for the first shift of the changed shift schedule. The three (3) day notice does not apply in the event of an act of God or emergency such as fire, flood or other circumstances beyond the control of the Employer require the change.**

**In the review of comparable agreements, the provision providing compensation for a short notice change in employee schedules is common. The period of time suggested by the Union is less than three days' notice to trigger the penalty. This is relatively short and provides for flexibility for the Employer while still protecting employees from last minute changes unless they are absolutely necessary. This is not intended to apply to any employee's who voluntarily pick up shifts or agree to a change.**

## ARTICLE 12- OVERTIME

- 12.02 Subject to Article 12.03, if an Employee works in excess of their regular work schedule or compressed work week schedule as outlined in Article 11.02 and 11.03 (Hours of Work), the Employee will be paid one and one-half times (1 ½ x) the Employee's **basic rate of pay** for the additional hours worked.
- X.03 Employees employed in Maintenance and Recreation shall be provided with time off in lieu of overtime. That time off when provided shall be at the rate of one (1) hour off for each hour of overtime worked, at times scheduled by the Employer **after consultation with the Employee**, provided that they are times the Employee could have worked and received wages from the Employer. The time off with pay shall be provided, taken and paid within 6 months of the end of the pay period in which it was earned.

**As per Employer's proposal.**

## ARTICLE 14 – SHIFT PREMIUMS

**14.01 The Employer agrees to provide the following shift differential:**

**As of the effective date of the Collective Agreement:**

### Evening Premium

LPNs shall earn a shift differential of one-dollar (\$1.00) per hour when the Employee works a shift where the majority of such shift falls within the period of fifteen hundred (1500) hours to twenty three hundred (2300) hours.

HCA's shall earn a shift differential of eighty-five (\$0.85) per hour when the Employee works a shift where the majority of such shift falls within the period of fifteen hundred (1500) hours to twenty-three hundred (2300) hours.

All other employees shall earn a shift differential of fifty cents (\$0.50) per hour when the Employee works a shift where the majority of such shift falls within the period of fifteen hundred (1500) hours to twenty-three hundred (2300) hours.

### Night Shift Premium

LPNs shall earn a shift differential of one-dollar (\$1.00) per hour when the Employee works a shift where the majority of such shift falls within the period of twenty three hundred (2300) hours to zero seven hundred (0700) hours.

HCA's shall earn a shift differential of eighty-five (\$0.85) per hour when the Employee works a shift where the majority of such shift falls within the period of twenty-three hundred (2300) hours to zero seven hundred (0700) hours.

All other employees shall earn a shift differential of fifty cents (\$0.50) per hour when the Employee works a shift where the majority of such shift falls within the period of twenty-three hundred (2300) hours to zero seven hundred (0700) hours.



Effective the first anniversary of the collective agreement:

Evening Premium

LPNs shall earn a shift differential of one dollar and twenty-five cents (\$1.25) per hour when the Employee works a shift where the majority of such shift falls within the period of fifteen hundred (1500) hours to twenty-three hundred (2300) hours.

HCA's shall earn a shift differential of one dollar and ten cents (\$1.10) per hour when the Employee works a shift where the majority of such shift falls within the period of fifteen hundred (1500) hours to twenty-three hundred (2300) hours.

All other employees shall earn a shift differential of fifty cents (\$0.50) per hour when the Employee works a shift where the majority of such shift falls within the period of fifteen hundred (1500) hours to twenty-three hundred (2300) hours.

Night Shift Premium

LPNs shall earn a shift differential of one dollar and twenty-five cents (\$1.25) per hour when the Employee works a shift where the majority of such shift falls within the period of twenty-three hundred (2300) hours to zero seven hundred (0700) hours.

HCA's shall earn a shift differential of one dollar and ten cents (\$1.10) per hour when the Employee works a shift where the majority of such shift falls within the period of twenty-three hundred (2300) hours to zero seven hundred (0700) hours.

All other employees shall earn a shift differential of fifty cents (\$0.50) per hour when the Employee works a shift where the majority of such shift falls within the period of twenty-three hundred (2300) hours to zero seven hundred (0700) hours.

As of the last date of the Collective Agreement:

Evening Premium

LPNs and HCA's shall earn a shift differential of one dollar and fifty cents (\$1.50) per hour when the Employee works a shift where the majority of such shift falls within the period of fifteen hundred (1500) hours to twenty-three hundred (2300) hours.

All other employees shall earn a shift differential of seventy-five cents (\$0.75) per hour when the Employee works a shift where the majority of such shift falls within the period of fifteen hundred (1500) hours to twenty-three hundred (2300) hours.

Night Shift Premium

LPNs and HCA's shall earn a shift differential of one dollar and fifty cents (\$1.50) per hour when the Employee works a shift where the majority of such shift falls within the period of twenty-three hundred (2300) hours to zero seven hundred (0700) hours.

All other employees shall earn a shift differential of seventy-five cents (\$0.75) per hour when the Employee works a shift where the majority of such shift falls within the period of twenty-three hundred (2300) hours to zero seven hundred (0700) hours.

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

This Recommendation adopts a position between the Employer and Union Proposals and provides for the shift differentials to become closer to the industry standards. The Union proposed HCA and LPNs be paid the same and that this is an objective in bargaining for the Union industry wide. This was accepted; however the Recommendation is that it be phased in over the term of the contract as opposed to starting on the effective date. By the end of the contract the LPN and HCA rate would be the same. This amount is acknowledged to be less than the comparators, however, was considered appropriate in light of the fact there is no shift premiums paid currently and the total compensation of the agreement should not create an extreme financial burden on the Employer.

The Union also proposed that the language for the premiums be divided in the Agreement, even though the rate would be the same. This is consistent with how premiums are approached in comparable agreements and provides the parties with the ability to address the premiums in a more directed way in future bargaining. As a result, I have accommodated this division into my Recommendations.

#### ARTICLE 15 - NAMED HOLIDAYS

- 15.03 (e) The Employer may request a doctor's note to verify an illness pursuant to this Article. The Employer shall reimburse the Employee up to **twenty-five dollars (\$25.00)** for the cost of the note.

**Recommend the reimbursement be \$25.00 consistent with the agreement in sick leave regarding doctor's notes.**

**As per Employer's proposal**

#### ARTICLE 18 - LEAVES OF ABSENCE

- 18.03 Bereavement Leave

A Regular Employee shall be granted up to three (3) days of bereavement leave with pay in the event of the death of the Employee's immediate family.

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

On the balance this is a fair compromise between the Employer's position and the Union's request having consideration for the total compensation.

## ARTICLE 22 – LAYOFF AND RECALL

This proposal was largely agreed to during bargaining with the exception of what triggers a layoff. The Employer was insistent that the hours of the employees fluctuate regularly due to the nature of their business which as a homecare environment differs from a hospital or continuing care facility. The Union was concerned by the ability of the Employer to reduce the hours of employees without consideration for the FTE that they were hired to. The parties attempted to work through these issues however were unable to come to a consensus.

I have considered the positions of the parties and while the Employer has provided examples of the types of reductions that can or may occur due to fluctuating demand for home care services, many of these examples demonstrate the need for the Employer to be able to flexibly schedule employees with short notice such that they can accommodate these shorter notice changes. The fact that an employee may have their FTE impacted by a change in need or demand may be accommodated by assigning hours rather than triggering a complex layoff process.

As a result, I have looked to recent Enhanced Mediator Recommendations, such as Enhanced Mediator Phyllis Smith's Recommendations related to the Chartwell Eau Claire Agreement, and First Agreement Arbitration Decisions, such as Arbitrator Moreau's decision in Chartwell Griesbach, both of which have been accepted by the parties as relatively close comparators. I have also looked to the Revera first agreements for sites that operate as retirement homes for language and process comparisons. The referenced operations are similar, and I see no reason why the provisions of those agreements would not be appropriate here. Changes have been recommended to the previously agreed language to ensure consistency and coherence.

In order to encourage discussion of alternatives prior to triggering a layoff I am recommending a preliminary discussion between the parties in order that they determine whether in fact a layoff is required. This is consistent with the language agreed during bargaining that the parties will discuss once the need to layoff has occurred. I am proposing language which would provide for a discussion to occur prior to that determination. I am incorporating the agreed language into the proposed layoff process.

The Recommended Layoff Language is as follows:

### 22.01 Joint Discussion

The Employer and the Union recognize the value of joint discussions when a layoff may occur. Once the Employer has identified the possibility of a layoff, the Employer will notify the Union. Representatives of the Employer and the Union shall meet to discuss alternatives to layoff, which may include the assignment of hours worked by casual, vacant positions, reduced FTEs, voluntary layoff or changes to schedules.

During this meeting the Employer will provide:

- (i) Bi-weekly reductions of hours per position (where applicable)
- (ii) Revised blank schedules of affected positions (where applicable)
- (iii) Updated seniority list

In the event that after these discussions there is no alternative to layoff, the following process shall apply.

#### 22.02 Layoff Definition

A layoff shall be defined as:

- (a) the permanent reduction of one (1) or more Employees; or
- (b) the reduction in the regularly scheduled hours of work of a Regular Employee; or

#### 22.03 Notice of Layoff

The Employer will notify the Employee in writing at least fourteen (14) calendar days prior to the date of layoff, except where such notice is not possible due to force majeure or an emergency such as a fire, flood or natural disaster. Such notice shall include an explanation of the employee's options.

#### 22.04 Process for Reduction of Hours

- (a) Employees will be scheduled in appropriate time intervals in accordance with the updated seniority list (most senior first) to allow the employee sufficient time to make their choice. Both management and union representatives will be present at each meeting.
- (b) Employees will be laid off in reverse order of seniority provided they have qualifications, **requisite skills**, knowledge and ability to perform the work.
- (c) **Employees with no available positions will receive working notice or pay in lieu of notice, at the discretion of the Employer, pursuant to the Alberta *Employment Standards Code*.**

**This language of 22.04 (b) and (c) is as per the Employer's proposal, with the exception of the change from ability to requisite skills.**

#### 22.05 Process for Workforce Reduction

- a) Employees who receive notice of layoff will indicate their choice of either:
  - v. Displacement a less senior Regular Employee as per 22.05(b) below.
  - vi. Acceptance of the layoff and be placed on the recall list.
  - vii. **Acceptance of termination pay in accordance with the Alberta *Employment Standards Code*.**

**The language of 22.05 (a) (iii) is as per the Employer's proposal**

b) Displacement

- a. Employees who receive layoff notice shall be entitled to displace the most junior Regular Employee in the same classification and same status **provided they have the qualifications, requisite skills, knowledge and ability to perform the work”**
- b. If there are no Employees available to displace as per (a) above, the Employee shall be entitled to displace a less senior Employee in the same classification but different status **provided they have the qualifications, requisite skills, knowledge and ability to perform the work.**
- c. If there are no Employees available to displace as per (b) above, the Employee shall be entitled to displace a less senior Employee in a lower classification of any status **provided they have qualifications, requisite skills, knowledge and ability to perform the work.**

Displaced Regular Employees shall follow the process above following receipt of their notice of displacement.

22.06 Recall

- (a) Employees will be recalled in reverse order of layoff provided that the remaining Employees **provided they have qualifications, requisite skills, knowledge and ability to perform the work.**
- (b) **It is the sole responsibility of the Employee who has been laid off to notify the Employer of her/his intention to return to work within five (5) working days (exclusive of Saturdays, Sundays and paid holidays) after being notified to do so by registered mail, addressed to the last address on record with the Employer (which notification shall be deemed to have been received on the second day following the date of mailing) and to return to work within ten (10) working days after being notified. The notification shall state the job to which the Employee is eligible to be recalled and the date and time at which the Employee shall report for work. The Employee is solely responsible for her/his proper address being on record with the Employer.**

**The language of 22.06 (b) is as per the Employer’s proposal.**

- (c) No new Regular Employees will be hired where there are Employees who are on the recall list **provided, they have qualifications, requisite skills, knowledge and ability to perform the work.**
- (d) Other than for the continuation of the seniority held at the time of layoff, an Employee’s rights while on layoff shall be limited to the right of recall. Seniority shall not accumulate while an employee is on layoff.

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

#### ARTICLE 25 – SICK LEAVE

##### 25.01 As of the effective date of the Collective Agreement:

Following the completion of probation, Full-time and Part-time Employees are eligible for sick leave. Full-time and Part-time Employees will accrue three and three quarters (3.75) hours sick leave for everyone hundred sixty-two and one half (162.5) hours worked to a maximum of thirty (30) hours. The maximum accrual of Sick Leave at any one time is thirty (30) hours. There shall be no carry over of sick leave credits from one calendar year to the next.

##### As of the first anniversary of the Collective Agreement

Following the completion of probation, Full-time and Part-time Employees are eligible for sick leave. Full-time and Part-time Employees will accrue three and three quarters (3.75) hours sick leave for everyone hundred sixty-two and one half (162.5) hours worked to a maximum of thirty-eight (38) hours. The maximum accrual of Sick Leave at any one time is thirty eight (38) hours. There shall be no carry over of sick leave credits from one calendar year to the next.

##### As of the second anniversary of the Collective Agreement

Following the completion of probation, Full-time and Part-time Employees are eligible for sick leave. Full-time and Part-time Employees will accrue three and three quarters (3.75) hours sick leave for everyone hundred sixty-two and one half (162.5) hours worked to a maximum of forty-five (45) hours. The maximum accrual of Sick Leave at any one time is forty-five (45) hours. There shall be no carry over of sick leave credits from one calendar year to the next.

**This Recommendation phases in an increase to sick pay over time and by the conclusion of the Agreement achieves the Union's proposal. The comparators all have some version of sick pay entitlement either expressed as a set number of days (prorated) or as a calculation based on hours worked. Using either approach Rosedale is still at the low end even at the end of the contract. This was considered a reasonable recommendation in light of the total compensation aspect of this first agreement and the priorities as identified by the parties.**

**The highlighted calculation needs to be verified.**

## ARTICLE 30 – REGISTERED RETIREMENT SAVINGS PLAN (RRSP)

The Union's Proposal is:

- X.01 The Employer shall provide a voluntary RRSP for all Regular benefit eligible Employees.
- X.02 Participating Employees may contribute to the RRSP, and the Employer shall match the Employee's contribution up to two percent (2%) of the Employee's gross earnings.

The Employer is proposing that there be no RRSP.

**While it is recognized that there is not an industry standard as to either the provision of RRSP or the amounts, the most relevant comparators used by both the Union and the Employer do provide some RRSP provisions. However, having consideration for the total compensation and the monetary impacts of this agreement on the Employer I am recommending that there be an RRSP implemented in the final year of the contract providing time for implementation and to defer the costs to the Employer.**

**I am recommending the following:**

- 30.01 Effective January 1, 2025, the Employer shall establish a voluntary Employee RRSP for all Regular benefit eligible Employees.
- 30.02 Participating Employees may contribute to the RRSP and the Employer shall match the Employee's contribution up to two percent (2%) of the Employee's gross earnings.

## SCHEDULE "A" – SALARIES

Employees shall be placed onto the wage grid by being placed at the closest step which exceeds their salary as of the date of ratification.

Position	Start	Year 1	Year 2	Year 3	Year 4	Year 5	Year 6
Housekeeping	17.25	17.50	17.75	18.02	18.30	18.58	18.85
Companion	17.25	17.50	17.75	18.02	18.30	18.58	18.85
HCA Certified	19.28	19.80	21.16	21.63	22.66	23.13	23.56
LPN	27.05	27.85	28.77	29.63	30.50	31.50	32.50
Maintenance Assistant	19.16	19.45	19.74	20.04	20.34	20.64	20.95
Recreation Assistant	19.16	19.45	19.74	20.04	20.34	20.64	20.95

Employees with wage rates over and above the wage grid shall be red circled until such time as the classifications wage rate in the agreement catches up.

Employees shall receive a lump sum payment of \$1,000.00, pro-rated based the number of hours worked since February 20, 2019 (using 1950 hours as a full year's hours). This payment shall only be made to employees employed as of the date of ratification. This payment shall be made on first pay period following ratification.

There shall be a grid increase on each anniversary of the Collective Agreement, as follows:

- 2% increase on the first anniversary of the Collective Agreement in 2023; and
- 1% increase on the second anniversary of the Collective Agreement in 2024

Employees who are red-circled shall receive a lump sum payment in lieu of a salary increase based on hours worked in the previous year.

**While there were significant differences between the parties in their proposed wage rates and general increases, I recognize that the first step in the implementation of the new agreement will be to place employees onto the newly created grid. This will result in a majority of employees receiving an increase. Further, the Employer's proposed wage grid and general increases are not inconsistent with the industry. As a result, I am recommending the Employer's wage grid and general increases, however given the period of time that has passed since certification, I am recommending that the lump sum proposed by the Employer be increased from \$500.00 to \$1,000.00.**

#### **Ratification by the Parties**

These Mediator's Recommendations require a vote by each party under section 65(6) of the Labour Relations Code.

I request that each party advise me, in writing or by email, on or before 4:00 pm, November 23, 2022 if you accept or reject these recommendations. Please copy the other party and the Labour Relations Board.

If both of you accept/ratify the recommendations, you would proceed to prepare and sign a new collective agreement comprising the items you agreed to and these recommendations. As discussed, the effective date of the new collective agreement would November 22, 2022.

Thank you for your assistance in the process.



Mia Norrie

November 1, 2022