



# THE COLLECTIVE AGREEMENT

BETWEEN

**Yarrow Ltd. Partnership**  
*Wild Rose Retirement Residences*

AND

**ALBERTA UNION OF PROVINCIAL  
EMPLOYEES  
LOCAL 047 CHAPTER 060**

**November 22, 2018 – November 22, 2022**

## TABLE OF CONTENTS (NUMERICAL)

<u>Article No.</u>		<u>Page No.</u>
	Preamble and Purpose .....	
1	Definitions .....	
2	Term, Copies and Application of Collective Agreement .....	
3	Management Rights .....	
4	Union Security, Recognition and Rights .....	
5	Dues Deduction .....	
6	Union Representation .....	
7	Workplace Privacy.....	
8	Employer Union Relations .....	
9	Respectful Workplace/No Discrimination or Harassment .....	
10	Health and Safety.....	
11	Discipline and Discharge.....	
12	Grievance Procedure .....	
13	Probation and Seniority .....	
14	Job Postings .....	
15	Classifications .....	
16	Orientation.....	
17	In-Service Programs and Professional Development.....	
18	Hours of Work and Overtime .....	
19	Named Holidays .....	
20	Annual Vacation .....	
21	Sick Leave .....	
22	Workers' Compensation .....	
23	Leaves of Absence .....	
24	Wages .....	
25	Shift Differential .....	
26	Registered Retirement Savings Plan (RRSP).....	
27	Health Care Benefits.....	
28	Regular Part-Time Employees .....	
29	Temporary Employees .....	
30	Casual Employees .....	
31	Contracting Out .....	
32	Layoff and Recall .....	
	Wage Grids .....	
<u>Letter of Understanding No.</u>		<u>Page No.</u>
1	Post-Ratification Orientation .....	
2	Job Security .....	
3	Seniority .....	
4	Excluded Positions .....	
5	Legal Indemnification .....	
6	Extension of Vacation with Unpaid Leave of Absence .....	
7	Unpaid/Job Protected Leaves.....	

## PREAMBLE AND PURPOSE

BETWEEN:

Yarrow Limited Partnership - Optima Living Wild Rose  
(the Employer)  
and  
The Alberta Union of Provincial Employees  
(the Union)

Whereas the Labour Relations Code ("the Code") applies to the Employer and the Union and since the Employer and the Union wish to enter into a collective agreement under the Code with provisions regarding rates of pay, hours of work and other terms and the settlement of differences arising from the collective agreement in a manner that is just and equitable, the Employer and the Union agree:

It is the mutual desire and intent of the Parties:

- (a) To maintain and improve efficient and harmonious relations and settle conditions of employment between the Employer and the Union;
- (b) To recognize the mutual value of joint discussions and negotiations in all matters pertaining to working conditions;
- (c) To promote the morale, well being and security of all the Employees in the Bargaining Unit of the Union;
- (d) It is the desire of the Parties to provide quality and 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 DEFINITIONS

- 1.01 "Code" means Labour Relations Code as amended from time to time.
- 1.02 "Union" shall mean the Alberta Union of Provincial Employees (AUPE). In the event this name is changed, the subsequent name shall be recognized.
- 1.03 "Basic Rate of Pay" shall mean the incremental Step in the Wage Schedule that applies to the Employee, exclusive of premium(s) payments.
- 1.04 "Employee" means a person covered by this Agreement and employed by the Employer, in accordance with the following:
  - (a) A Regular Full-time Employee is one who is regularly scheduled to work Full-time hours as defined in Article 18 - Hours of Work and Overtime.
  - (b) A Regular Part-time Employee is one who is regularly scheduled to work less than Full-time hours.
  - (c) A "Casual Employee" is one who is called in to work on an irregular basis.
  - (d) "Temporary Employee" is one who is hired on a temporary basis for a full-time or part-time position:
    - (i) for a specific job of six (6) months or less; or

- (ii) To replace a full-time or part-time employee who is on an approved leave of absence.
- 1.05 The provisions of this Collective Agreement are intended to be gender neutral and gender inclusive. Words used in the singular may also apply in the plural.
- 1.06 "Worksite" means Wild Rose Retirement Residence.
- 1.07 "Union Representative" means a representative from the Union authorized by the Union to act on behalf of the Employee. A "Union Representative" may be a Union Steward, Officer of AUPE or staff representative.
- "Union Steward" is a Union Representative. The names of Union Stewards shall be supplied in writing to the Employer before they are recognized as Union Stewards.
- 1.08 "Chapter" means Chapter 047/054 of AUPE.
- 1.09 "Bargaining Unit" means the unit of Employees as described on Labour Relations Board Certificate 231-2018.
- 1.10 "Status" means Full-time, Part-time, Temporary or Casual as defined above.
- 1.11 "Classification" means the category of job as listed in the Wage Schedule and the pay scale established for it.
- 1.12 "FTE" means Full-time Equivalent and is the ratio of the scheduled hours of work to Full-time hours of work.
- 1.13 "Parties" mean the Union and the Employer.
- 1.14 "Position" means:
- (a) the Employee Status;
  - (b) the Classification; and
  - (c) "Full-time equivalency" (included in definition of "Position" along with (a) Employee status and (b) Classification.
- 1.15 "Practice Permits/Registration" shall take the meaning from the Health Professions Act R.S.A. 2000, cH7 as amended. Registration is not membership in the Union.
- 1.16 "Regularly Scheduled Hours" means the hours set out in a Shift Pattern in fulfillment of the hours of work for the Position as set out in the applicable job posting.
- 1.17 "Shift" means daily scheduled hours of work, exclusive of overtime hours.
- 1.18 "Shift Pattern" means a specific combination of days and/or evening and/or night shifts and the period of time over which a Full-time or Part-time Employee's Regularly Scheduled Hours repeats itself.
- 1.19 "Week" means a period of seven (7) consecutive days, and for payroll purposes, a Week begins on a Sunday.
- 1.20 "Employer" means Yarrow Partnership Limited acting through its management company Optima Living.
- 1.21 "Common-law spouse" is defined as a partner of the same or opposite sex with whom the Employee has cohabitated for no less than twelve (12) months;

ARTICLE 2  
TERM, COPIES AND APPLICATION OF COLLECTIVE AGREEMENT

- 2.01 This agreement, including appendices hereto unless altered by mutual consent of both Parties, shall be in force and effect from November 22, 2018 until November 22, 2022 and from year to year thereafter unless amended or terminated. Notification of desire to amend or terminate may be given in writing by either Party to the other Party during the period between sixty (60) and one hundred and twenty (120) days prior to its expiration.
- 2.02 If, pursuant to such negotiations, an Agreement on the renewal or amendment of this Agreement is not reached prior to the current expiration date, this Agreement shall be automatically extended until conclusion of the new Agreement or completion of the proceedings prescribed under the Alberta Labour Relations Code.
- 2.03 The parties agree there will be no strikes or lockouts while this Collective Agreement is in effect.
- 2.04 Notice  
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:
- (a) In the case of the Employer, to:  
Senior Director, Labour Relations  
Yarrow Partnership Ltd.  
514 55 Water St.  
Vancouver, BC V6B 1A1
  - (b) In the case of the Union to:  
The President  
Alberta Union of Provincial Employees  
10025 182 Street NW,  
Edmonton, AB T5S 0P7
- 2.05 Copies of the Collective Agreement  
The Employer and the Union will each pay one-half (1/2) of the cost of printing enough copies of this Agreement to provide each Employee with one (1) copy. A copy of the Collective Agreement shall be provided to each Employee on commencement of employment by the Employer or at the Union Orientation. The printing of the Collective Agreements will be processed at AUPE Headquarters.
- 2.06 Application of the Collective Agreement
- (a) In the event any provision of this Collective Agreement is in conflict with any present or future statute of the Province of Alberta applicable to the Employer, the section so affected shall be altered or amended forthwith in a manner agreeable to both parties so as to incorporate required changes. Such action shall not affect any other provisions of this Collective Agreement.
  - (b) In the event 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.

- (c) 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.

2.07 Where a conflict exists between a provision contained in this Collective Agreement and the subject matter is covered by the Employer's policies, regulations, guidelines or directives, the Collective Agreement shall apply subject to the legislated and regulatory mandate governing the Employer.

### ARTICLE 3 MANAGEMENT RIGHTS

3.01 Except where specifically modified by the terms of this Agreement, the Union acknowledges that all Management rights and prerogatives are vested exclusively with the Employer. The Employer has the exclusive right to manage and direct its operations and affairs in all respects. These rights and functions shall include, but are not limited to:

- (a) To maintain order and efficiency.
- (b) To hire and re-hire Employees and to discipline or discharge any Employee for just cause subject to Article 12 – Grievance Procedure.
- (c) To determine and establish standards and procedures for the care, welfare, safety and comfort of residents in the Facility, and to maintain order, discipline and efficiency and in connection therewith to establish and enforce rules and regulations, policies and practices from time to time to be observed by its Employees and to alter such rules and regulations provided that such rules and regulations shall not be inconsistent with the provisions of this Agreement. Such rules will be made available to the Union. The Employer reserves the right to introduce new rules from time to time, copies of which will also be made available to all Employees and the Union.
- (d) To determine the number of Employees to be employed, the extension, limitation, curtailment or cessation of operations or any part thereof and to determine and exercise all other functions and prerogatives which shall remain solely with the Employer except as specifically limited by the express provision of this Agreement.

### ARTICLE 4 UNION SECURITY, RECOGNITION AND RIGHTS

4.01 Union Membership

All Employees in the Bargaining Unit shall, as a condition of employment, maintain membership in good standing. All new hires shall, as a condition of employment, join the Union within thirty (30) calendar days of commencing employment and shall remain members in good standing.

4.02 No Discrimination for Union Activity

There shall be no discrimination against or intimidation of any Employee for reasons of Union membership or Union activity, or for the exercise of rights provided for in this agreement, the Charter of Rights and Freedoms, or any law of Canada or Alberta.

4.03 Recognition

The Employer acknowledges that, when duly certified as the bargaining agent for Employees described in the certificate issued by the Alberta Labour Relations Board, the Union has exclusive authority to bargain collectively on behalf of the Employees in the bargaining unit and to bind them by a collective agreement.

4.04 No Other Agreement

No Employee covered by this agreement shall be required or permitted to make a written or oral agreement with the Employer or its representatives, which may conflict with the terms of this agreement.

4.05 Bulletin Board Space

The Employer shall provide a bulletin board in each worksite to be placed in a reasonably accessible location upon which designated space shall be provided where the Union may post notices of meetings and other such information as may be of interest to Employees, where such content has been pre-approved by the General Manager. Such approval shall not be unreasonably withheld and shall be provided in a timely manner.

4.06 Union Insignia

Employees shall be permitted to don items displaying Union Insignia during all hours of employment, provided they adhere to the Employer's Dress Code, Health and Safety and/or other applicable policies.

ARTICLE 5  
DUES DEDUCTION

5.01 Union Dues

The Union will advise the Employer of the union dues rate in the form of percentage multiplied by Base Earnings times hours worked, exclusive of overtime, premiums and differentials. The Union shall provide thirty (30) days' notice of changes to the dues rate. The Employer shall deduct from each Employee the amount of the union dues as calculated each pay period and remit same to the Union within thirty (30) days.

5.02 Monthly Dues Submission

Along with the remittance of dues, the Employer shall provide the Union with a computerized monthly list identifying each Employee. The list will include: Employee name, Employee number, worksite, classification, date of hire, Employee status (Full-time, Part-time, Temporary, on leave), hourly rate of pay, union dues deducted, and base earnings. A separate listings of newly hired Employees shall also accompany the monthly dues submission.

5.03 Seniority List

Twice annually in January and July or when Employees have been served notice of Layoff/ Recall, the Employer shall provide the Union with a computerized list which will include Employee name, Employee number, seniority date, address, phone number(s) and email (if available).

5.04 Dues Indication on T4

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

ARTICLE 6  
UNION REPRESENTATION

6.01 Employee Right to Union Representation

An Employee who is to be interviewed for the purpose of discussing a performance related issue, disciplinary action or investigation, or meeting or interview that may reasonably lead to disciplinary action shall be notified of the time and place of the interview with reasonable advance notice, which shall not be less than forty-eight (48) hours unless otherwise mutually agreed upon.

If desired by the Employee, they may have a Union Representative or Union Steward of their choice accompany them. A request by any Employee for Union Representation at a meeting with the Employer shall not be denied.

The Employer will grant Union Representatives access to the worksites when working with representatives of the Employer, or when investigating an Employee's complaint or grievance at a mutually agreed upon time, or when requested. Access will not unreasonably be denied.

6.02 New Employees

The Employer shall advise new Employees of the fact that a Collective Agreement is in effect. Employees shall be given a Union orientation of not more than thirty (30) minutes by the Union on the Employer's time within one week from the new Employee's date of hire.

6.03 AUPE Stewards and Elected Representatives

The Union Steward system if accepted in principle by the Employer and Union Stewards will be recognized as having authority to act on behalf of Employees in the bargaining unit. The names of Union Stewards shall be supplied in writing to the Employer before they are recognized as Union Stewards.

A list of Union Stewards shall be supplied to the General Manager or designate. The General Manager shall be advised of any change to the list. The list shall be updated by the Union annually.

Union Stewards shall be Employees of the Employer. Union Officers of AUPE Local 047 shall also be recognized as Union Stewards and members for the purposes of this Article. The Union Stewards shall have the right at any time to have the assistance of an AUPE staff representative.



The Employer agrees to recognize the Employees who are appointed as Union Stewards, and recognizes their authority to represent other Employees. The Employer agrees that Union Stewards shall not be hindered, coerced or interfered with in any way in the performance of their function, while investigating disputes or providing union orientation as described in this Article.

Permission to Leave Work

The Union understands and agrees that Union Stewards are employed to perform work for the Employer and that they will not leave work during working hours except to perform duties as provided in this Agreement. Therefore, no Union Steward shall leave work without obtaining the permission of their manager or designate. Such permission shall not be unreasonably withheld.

When it becomes necessary for a Union Stewards to leave their work for this purpose, they will request time off from the immediate supervisor (or authorized designate not within scope of the collective agreement) and provide as much advance notice as possible. Arrangements will be made by the supervisor to permit Union Stewards to leave their work, 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, and approval shall not be unreasonably withheld.

6.04 Assistance by AUPE Staff

The Chapter and its members shall have the right at any time to request the assistance of AUPE Staff Representatives

6.05 Union Representatives Leave

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, including to participate in and prepare for negotiations with the Employer, the application for leave must be made in writing to the Building Manager or designate for approval. The application for leave will be made in writing with as much advance notice as possible.

The Union agrees to reimburse the Employer for actual salary (including differentials and premiums where applicable) paid to the Employee while on leave plus an amount determined by the Employer to cover the cost of benefits plus a reasonable administrative fee.

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. When such leave to attend Union business has been approved, it is granted with pay.

An Employee elected or appointed to the Union Bargaining Committee shall be granted time off with pay in order to participate in negotiations with the Employer.

6.06 Full-time Union Leave

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.

Employees who are selected for any staff position with the Union shall be granted a leave of absence without pay for a period of up to two (2) years. Extension of such leave may be granted, if submitted in writing and approved by the Employer. Approval of an extension will be dependent on operational requirements and will not be unreasonably withheld. The Employee will be permitted to work for gain for such leave.

If it is permissible under the group health and life plans and any other plans, the Employee elected or appointed to a full-time Union position shall have the right to pay the full cost, including the Employer's share, during the period of such leave of absence.

## ARTICLE 7 WORKPLACE PRIVACY

### 7.01 Reasonable Expectation of Privacy

The Parties recognize that Employees have a reasonable expectation of privacy within the workplace, subject to the rights and obligations of the Parties in the collective agreement and applicable legislation.

### 7.02 Surveillance Cameras

Surveillance cameras and related equipment may be installed by the Employer to protect critical areas of the Employer's premises from theft or to enhance the personal safety of residents and Employees. Surveillance cameras and related equipment shall not be used in Employee-occupied areas during normal working hours without the knowledge of the Employees in the areas and of the Union.

## ARTICLE 8 EMPLOYER – UNION RELATIONS

### 8.01 Employer Union Relationship

The Employer and the Union agree that in the exercise of each of their rights and in the administration of this Agreement, they shall do so in good faith and in a fair and reasonable manner.

### 8.02 Employee Management Advisory Committee (EMAC)

It is the function of EMAC to consider matters of mutual concern affecting the relationship of the Employer to its Employees and to advise and make recommendations to the Employer and the Union with a view to resolving difficulties and promoting harmonious relations between the Employer and its Employees. Accordingly, the Committee shall have no authority to change, delete or modify any terms of the Collective Agreement or to settle grievances.

### 8.03 An equal number of Union and Management representatives (but not more than two (2) individuals from each party) shall meet at each worksite on a quarterly basis or as required if mutually agreed. Requests for a meeting will be made in writing at least one (1) week prior to the proposed date and accompanied by a proposed agenda. Scheduling of meetings shall be subject to operational requirements.

- 8.04 Employee time in EMAC meetings shall be with pay at the Employer's expense at the basic rate of pay. Every effort shall be made to schedule such meetings during Employees' regular hours of work. Where the foregoing is not possible, Employees attending EMAC shall be paid for the length of the meeting.
- 8.05 The Employer and Union may invite staff or corporate representatives to make submissions or to assist EMAC in the consideration of any specific problem, but such persons shall not have the right to vote. Each Party shall give the other reasonable advance notice of the anticipated presence of such experts or advisors.

## ARTICLE 9

### RESPECTFUL WORKPLACE – NO DISCRIMINATION OR HARASSMENT

- 9.01 The Employer, Union and Employees are committed to supporting an abuse and harassment free work environment that promotes trust, dignity and respect.
- 9.02 The Employer shall maintain current policies to provide a workplace free from harassment, abuse and discrimination. Should the Employer change, modify or remove such policies, the Union will be notified forthwith.
- 9.03 All Employees have a right to freedom from discrimination, bullying, harassment and abuse in the workplace by the Employer, agent of the Employer, residents or visitors, and between Employees on the basis of age, race, colour, creed, national origin, political or religious belief, gender, gender expression, gender identity, ancestry, place of origin, family status, source of income, sexual orientation, marital status, physical disability, mental disability nor by reason of membership or activity in the Union nor in respect of an Employee's exercising any right conferred under this Agreement or any law of Canada or Alberta.
- 9.04 Harassment means engaging in vexatious comment or conduct that is known, or ought reasonably to be known, to be unwelcome and includes harassment based on a ground of discrimination. It can involve words or actions that are known or perceived as being offensive, embarrassing, humiliating, demeaning or unwelcome. Harassment also includes psychological or sexual harassment and workplace bullying or violence.
- 9.05 Complaint Process  
When an incident of workplace harassment or discrimination is alleged, it shall be investigated in accordance with the Employer policy and Employees are required to cooperate with the investigation. Investigations will be conducted in an objective, timely and sensitive manner. Investigations will be concluded within thirty (30) days from the date, which the complaint was submitted to the Employer unless circumstances warrant an extension, which the Union will not unreasonably deny.
- 9.06 Employees who are complainants of or respondents to an allegation will be informed in writing of the investigation's conclusions and general outcome subject to applicable privacy legislation.
- 9.07 The Employer's investigation procedure will not limit an Employee's right to seek redress through any other available procedure including:
- (a) Grievance procedure; and
  - (b) Alberta Human Rights Commission

ARTICLE 10  
HEALTH AND SAFETY

- 10.01 The Employer, the Employees and the Union will cooperate to the fullest extent in the matter of occupational health, safety, security and accident prevention. The Employer and the Union agree that work practices shall be governed by the *Alberta Occupational Health and Safety Act*, Regulations and Code.
- 10.02 Right to Refuse Dangerous Work  
An Employee's rights shall be respected in accordance with the *Occupational Health and Safety Act*. No Employee shall be discharged, penalized or disciplined for refusing to perform any dangerous work which the Employee has reasonable and probable grounds to believe presents a danger to the health and safety or any Resident, Employee, or member of the public.
- 10.03 Protective clothing and safety equipment shall be supplied by the Employer as required by the *Occupational Health and Safety Act*.
- 10.04 Joint Occupational Health and Safety (OHS) Committee  
The Parties agree to establish a Joint OHS Committee, which shall consider issues relating to the health and safety of Employees. The responsibilities of the Joint OHS Committee including regular meetings; safety inspections; hazard identification, reporting and controls, including working alone, and recommendations for improved workplace safety.
- 10.05 An equal number of Union and Management representatives (but not more than two (2) individuals from each Party) shall meet at each worksite on a quarterly basis or as required if mutually agreed.
- 10.06 Employee time in Joint OHS Committee meetings shall be with pay at the Employer's expense at the basic rate of pay. Every effort shall be made to schedule such meetings during Employee's regular hours of work. Where the foregoing is not possible, Employees attending Joint OHS Committee meetings shall be paid for the length of the meeting.

ARTICLE 11  
DISCIPLINE AND DISCHARGE

- 11.01 Discipline for Just Cause Only  
No disciplinary measure shall be imposed on any Employee without just cause. With the exception of informal verbal counseling, notice of discipline shall be in writing and shall indicate the incident or incidents giving rise to the discipline. Where the Employer determines that disciplinary action is necessary, such notice shall be issued in a timely manner from the date of the Employer becoming aware of the incident giving rise to the discipline.
- 11.02 Union Representation  
Union representation shall be provided and the Employee shall be given reasonable advance notice of disciplinary meetings, not including informal verbal counseling, and disciplinary investigations. Such notice shall not be less than twenty-four (24) hours unless otherwise mutually agreed upon, as per article 6.01.

11.03 Copies of Disciplinary Notices

The affected Employee shall be provided a copy of any disciplinary notice. Copies of all disciplinary notices shall be forwarded to the Union within twenty-four (24) hours of being presented.

11.04 Access to Employee Files

By request made at least forty-eight (48) hours in advance, an Employee, as requested by their union representative, shall have access to their personnel records.

- (a) An Employee shall be given a copy of the contents of her personnel file upon request, provided that he/she first pays to the Employer a reasonable fee, established by the Employer to cover the cost of copying.
- (b) In the case of a grievance, the fee prescribed shall be waived where the Employee requests a copy of material related to the grievance.

11.05 Disciplinary documents shall be removed from an Employee's file after twenty-four (24) months provided there has been no disciplinary action of any kind taken by the Employer with that Employee in that twenty-four (24) month period. Leaves of absence in excess of thirty (30) continuous calendar days will not count towards the twenty-four (24) month period noted above.

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

ARTICLE 12  
GRIEVANCE PROCEDURE

12.01 Informal Resolution

Every effort should be made to resolve problems through dialogue at the local level prior to going to grievance. The Parties agree to ensure full explanation of issues during initial discussions at the local level.

It is the mutual desire of the parties hereto that Employee complaints shall be adjusted as equitably as possible, and it is understood that an Employee has no grievance until the Employee has first given their supervisor an opportunity to adjust the Employee's complaint.

12.02 Grievance Defined

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

12.03 Types of Grievances

- (a) An individual grievance is a dispute affecting one (1) Employee. Such grievance shall be initiated by the Union at Step 1 of the grievance procedure as outlined in 13.10 except in cases of suspension or dismissal which will commence at Step 2; or

- (b) A group grievance is a dispute affecting two (2) or more Employees. Such grievance shall be initiated by the Union at Step 2 and processed there from in the same manner as an individual grievance as outlined in 13.10 A group grievance shall apply proportionately, if applicable, to all Employees listed on the original grievance; or
- (c) A Union policy grievance is defined as one that involves a question relating to the interpretation, application or administration of this Agreement.
- (d) An Employer grievance is defined as one that is initiated by the Employer.

12.04

#### Disclosure

The Parties shall be required to provide full disclosure of all information available regarding the grievance at each step of the procedure.

12.05

#### Authorized Representatives

- (a) An Employee when presenting a grievance may be assisted and represented by a Union Steward who may, at the request of an Employee, accompany or represent the Employee in the processing of a grievance with the Employer.

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.

- (b) The Employer agrees that Union Representatives shall not be hindered, coerced or interfered with in any way in the performance of their functions while investigating disputes and attending meetings as provided in this Article. However, no representative shall leave work without authorization as per Article 6 - Union Representation. A Union Representative shall not suffer any loss of pay for time spent in the performance of duties involving a grievance provided that the representative does not leave the worksite.
- (c) 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.

12.06

#### Timelines

For the purpose of this Article, periods of time referred to in days shall be consecutive calendar days exclusive of Saturdays, Sundays, and Named Holidays, which are specified in Article 22 Named Holidays.

- (a) The time limits set out in the grievance procedure may be extended by mutual agreement between the Parties.
- (b) It is the desire of the Union and the Employer to resolve grievances in a manner that is just and equitable, and it is not the intention of either the Employer of the Union to evade settlement of disputes on a procedural technicality. However, notwithstanding the foregoing, it is clearly understood that time limits established herein are for the sake of procedural orderliness and are to be adhered to.

- (c) Should either Party fail to adhere to the time limits, the onus is on that Party to show a justifiable reason for its failure to adhere to such limits.

12.08 Work Now, Grieve Later

During any and all grievances proceedings, Employees shall continue to perform their duties, except in cases of suspension or dismissal.

12.09 Suspension or Dismissal Grievances

A suspension or dismissal grievance shall commence at Step 2.

12.10 Grievance Procedure

(a) Step 1 - Complaint

Employees who have a complaint shall, within seven (7) days of the date they became aware or reasonably should have been aware of the event leading to the complaint, first discuss the matter with the manager and attempt to resolve the complaint at this stage.

The manager shall advise the Employee of the decision within three (3) days of discussing the matter.

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

(b) Step 2 – Written Grievance

Written grievances shall be submitted:

In the case of an individual grievance, within seven (7) days of the Employee receiving the manager's response to the complaint in Step 1; or  
in the case of a group or policy grievance, within seven (7) days of the date any of the aggrieved parties became aware or reasonably should have been aware of the event leading to the grievance; or

in the case of an Employer grievance, within seven (7) days of the date any of the Employer became aware or reasonably should have been aware of the event leading to the grievance.

if the difference is not resolved at Step 1, a grievance shall be submitted by the Union, in writing, to the General Manager or designate indicating the Article claimed to have been violated, the nature of the grievance, and the redress sought within seven (7) days of the decision at Step 1 by the manager. The General Manager or designate shall meet with the Grievor and the Union Steward or Membership Services Officer (MSO) within five (5) days of receiving the written grievance. The General Manager or designate shall respond in writing to the grievance within five (5) days of the grievance meeting. If the grievance is not settled at this stage, it may be advanced to Step 3.

Employer grievances shall be submitted to the President of the Union or designate, who shall reply in writing within seven (7) days.

12.11 Voluntary Non-binding Mediation

- (a) If the grievance proceeds to Mediation, one jointly selected mediator shall meet with the Parties as soon as reasonably practicable and the mediator shall:

- (i) investigate the dispute;

- (ii) define the issue in dispute; and
- (iii) make written recommendations to resolve the dispute.
- (b) During the proceedings, the parties shall fully disclose all materials and information relating to the issue(s) in dispute. The proceedings shall be conducted with a view to settling the dispute, and, as such, are privileged.
- (c) The fees and expenses of the mediator shall be shared equally between the Parties to the dispute.
- (d) If the grievance is not settled at this stage, either Party may decide to proceed to Arbitration.

12.12

#### Arbitration

If the final settlement of the grievance is not reached at Step 2 or through voluntary non-binding mediation, then the grievance may be referred in writing to arbitration within ten (10) calendar days after the decision is given under Step 2. If no such written request for arbitration is received within the time specified, then it shall be deemed to have been abandoned.

- (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, or the conclusion of mediation if applicable, shall notify the other party in writing of its arbitration to do so and shall nominate an individual to serve as a sole arbitrator.
- (b) 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, the parties shall request the Department of Labour to appoint an arbitrator; or
- (c) by mutual agreement of the Parties, 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 two (2) nominees shall, within fourteen (14) days, appoint a third person as the Chair of the Arbitration Board. If the two (2) nominees fail to agree upon a Chair within the time limits, the Chair shall be appointed by the Minister of Labor for the Province of Alberta.
- (d) After a single arbitrator has been selected, or the Arbitration Board has been formed in accordance with the above procedure, they shall meet with the Parties within twenty-one (21) days or as soon as reasonably practicable and hear such evidence as the Parties may desire to present and assure a full, fair hearing, and shall render the decision in writing as soon as reasonably practicable.
- (e) The sole arbitrator or Arbitration Board shall hear and determine the difference and shall issue an award in writing. The decision of the Arbitrator or majority of the Arbitration Board shall be final and binding upon the Parties and upon the Employee(s) affected by it. When there is no majority decision, the decision of the Chair shall be the decision of the Board.
- (f) The sole arbitrator or Arbitration Board, by its decision, shall not alter, amend or change the provisions of this Collective Agreement.



ARTICLE 13  
PROBATION AND SENIORITY

- 13.01 “Seniority” is defined as the length of continuous service within the bargaining unit, including all periods of service as a Casual, Temporary, contiguous to present permanent employment.
- Seniority starts from date of hire, subject to Letter of Understanding 4.
- 13.02 Probationary Employees
- Seniority shall not apply during the probationary period of four hundred eighty (480) hours or nine (9) months, whichever comes first. However, once the probationary period has been completed, seniority shall be credited from the date of hire.
- The Employer may extend the probationary period for an additional three (3) months and the Employer and the Union shall be so notified.
- On or before the expiry date of the probationary period, the Employer will advise the Employee of its decision to confirm the Employee’s appointment to the position as they have successfully completed the probationary period.
- A probationary Employee terminated during the initial probationary period shall have recourse to the grievance procedure up to but not including arbitration.
- 13.03 Employees will continue to accrue seniority during:
- (a) Sick leave
  - (b) Parental and maternity leave
  - (c) Leaves of absence with pay
  - (d) Bereavement Leave
  - (e) Court appearance
  - (f) Paid vacations
  - (g) Union business leaves
  - (h) Workers Compensation leave.
- 13.04 Seniority shall be a consideration for the following:
- (a) Preference of vacation time in accordance with Article 9 – Annual Vacation;
  - (b) Layoffs and recalls in accordance with Article 32 – Layoff and Recall;
  - (c) Promotions, transfers, and in filling all vacancies within the bargaining unit in accordance with Article 14 – Job Postings;
  - (d) the selection of available rotations by Employees on a unit affected by a new master rotation that does not change or does change an Employee’s Full Time Equivalency (FTE);
  - (e) the distribution and allocation of available additional shifts (beyond scheduled shifts)/ “pick up shifts”/ available hours of work for part time and casual employees as specified in Article 18 - Hours of Work and vertime.
- 13.05 Seniority shall be considered broken, all rights forfeited, and there shall be no obligation to rehire:

- (a) when an Employee resigns;
- (b) when an Employee is discharged and not reinstated, including through the grievance and arbitration procedure;
- (c) upon the expiry of twelve (12) months following the date of initial layoff, if during which time the Employee has not been recalled to work;
- (d) if an Employee does not return to work when recalled, as provided in the Layoff and Recall Article;
- (e) an Employee transfers or accepts a position outside the bargaining unit;
- (f) an Employee is off the payroll due to a workplace accident or illness for more than twenty-four (24) months, unless there is reasonable prospect for the Employee's return to work;
- (g) an Employee is absent from work in excess of three (3) scheduled working days without reasonable cause or without notifying the Employer;
- (h) an Employee fails to return to work upon the termination of an authorized leave of absence unless a reason acceptable to the Employer is given.

13.06 Seniority lists will be revised every 6 months (January and July) and a copy of the lists will be posted in the worksite and supplied to the Union upon request.

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.

#### ARTICLE 14 JOB POSTINGS

14.01 All permanent vacancies or newly created classifications determined by the Employer to be filled shall be posted for one (1) week at one (1) location in the Residence during which time Employees may apply for the said position in writing on a form supplied by the Employer. A copy of all job postings shall be forwarded to the Union representative at the Residence.

Employees working at Residences within the bargaining unit other than that for which the job is posted will be given preference over other outside applicants, but only Employees within the facility in which the job is posted will be considered to have seniority for the purposes of this article/

If no application is received from an Employee of the residence within one (1) week of the job posting, or if no Employee qualifies for the vacancy within the trial period as set forth in 16.06, then the Employer may hire an Employee from outside the bargaining unit.

14.02 Any notice posted pursuant to 16.01 above shall contain the following information:  
qualifications, classification, rate of pay, department, approximate start date (if known), and initial assignment (day/ evening/ night)

14.03 Staff changes, transfers or promotions within the bargaining unit shall be based upon the following factors:

- (a) seniority;
- (b) skill, competency, ability, and experience.

Where the qualifications in factor (b) are relatively equal, then seniority shall govern.

14.04 Any temporary vacancy with an anticipated duration of six (6) weeks or more will be posted. The posting will include the anticipated duration. Employees working less than thirty (30) hours per week shall be given the first opportunity to fill temporary vacancies subject to article 16.03. Nothing herein shall prevent the Employer from filling a temporary vacancy of up to six (6) weeks as the Employer may deem appropriate, with first preference given to Employee within the bargaining unit.

14.05 The successful applicant shall receive a letter, confirming the appointment.

Upon request to the Department Head, the Employer will discuss with an unsuccessful internal applicant the manner in which the Employee may improve in order to be considered for any future vacancy.

14.06 In the event that an Employee has been accepted to fill a permanent vacancy, then at anytime within the first one hundred and fifty (150) working hours after being assigned to such vacancy the Employee may elect to revert to the Employee's previous position. The trial period may be extended by mutual agreement, but in any case, not longer than an additional one hundred and twelve and one-half (112 ½) working hours.

- 14.07
- (a) When an Employee is the successful applicant for a different job classification with a higher rate of pay, the Employee will be paid the rate of pay for the new job classification that is next closest (but not lower) to the Employee's current rate of pay.
  - (b) Employees temporarily required to work in a different job classification, shall receive their current rate of pay or the rate of pay for the different job classification that is next closest (but not lower) to the Employee's current rate of pay, whichever is greater, for all hours worked in the different job classification.
  - (c) When an Employee is the successful applicant for a different classification with a lower rate of pay, the Employee's salary shall be adjusted immediately to the basic rate of pay that is next closest (but not higher than) her current rate of pay.

14.08 An Employee filling a temporary vacancy of six (6) weeks or longer duration shall not bid on any other temporary posting until the end of their temporary position, except as otherwise agreed to by the Employer.

14.09 Temporary Employees

A Regular Employee who applies for and is successful on a Temporary posting shall maintain their status as a Regular Employee. At the completion of the temporary term, the Regular Employee shall return to their former position.

A Casual Employee who applies for and is successful for a Temporary position shall be entitled to the terms and conditions applicable to a Temporary Employee. At the completion of the temporary term, the Casual Employee shall resume the normal terms and conditions of employment applicable to a Casual Employee.

ARTICLE 15  
CLASSIFICATIONS

- 15.01 Current job descriptions shall be available to all Employees upon commencing employment.
- 15.02 In the event the Employer changes or amends the job description for any of the classifications, the Employee shall be advised and a copy of the amended job description will be forwarded to the Chapter Chair.
- 15.03 New Job Classification or Change to Existing Classifications  
The Employer may establish new job classifications or changes to existing classifications properly included in this Collective Agreement during the term of this Agreement and establish an interim basic hourly rate. Basic hourly rates of pay for such new job classifications shall be negotiated with the Union. If negotiations fail to produce an agreement, then the basic hourly rates of pay shall be settled by arbitration under this Agreement. The resulting pay scale shall be implemented retroactively to the date the new classification was established.  
The Employer shall provide classification criteria/ job descriptions for all classifications listed in the Salaries Appendix "A"- rates of pay.
- 15.04 In the event that the Employer changes the classification of the work being performed by a Regular Employee, to a classification with a higher basic rate of pay, such Employee will be placed on the wage scale for classification with the higher rate of pay at a step in the new scale that results in an increase.
- 15.05 In the event that the Employer changes the classification allocation of the work being performed by a Regular Employee, to a classification with a lower basic rate of pay, such Employee, while employed in such position, shall continue to receive her previous basic rate of pay until the basic rate of pay for the lower paid classification is equal to or greater than her previous basic rate of pay, or for a period four (4) months, whichever is earlier, at which time she will then receive the basic rate of pay for the classification to which the position is allocated.
- 15.06 A probationary Employee who becomes the successful applicant for a different job classification is required to complete the remainder of their initial probationary period.
- 15.07 Temporary Assignment Pay  
When an Employee is assigned by their immediate supervisor to replace another Employee in a higher paid classification within this Collective Agreement for a full or partial shift or longer, they shall be paid at the basic rate of pay for the classification in which the Employee is relieving, providing they are qualified to perform the substantive duties of the higher paid classification. When Employees are required temporarily to perform the duties of a lower paid classification, their basic rate of pay will not be changed.

ARTICLE 16  
ORIENTATION

- 16.01 Employee Orientation  
(a) Employees will be given a sufficient paid orientation under guidance and supervision to equip them for their work.

- (b) Including: an orientation for at least two (2) shift patterns if applicable (days, and/ or evenings, and/ or nights) that the Employer assigns the Employee to work;
- (c) The Employee's first (1<sup>st</sup>) four (4) shifts of resident care shall be under guidance in the relevant work area and should include dementia care and safety information as applicable by classification.
- (d) Employees absent from work for at least one (1) calendar year or more will be provided with appropriate support to properly re-orient them to the position.
- (e) An Employee's request for additional orientation shifts under guidance or supervision in resident care shall not be unreasonably denied and extended at the Employer's discretion.

#### ARTICLE 17

#### IN-SERVICE AND PROFESSIONAL DEVELOPMENT

- 17.01
- (a) The parties to this Agreement recognize the value of continuing in-service education for Employees and that the responsibility for such continuing education lies not only with the individual, but also with the Employer. The term "in-service" includes acquisition and maintenance of essential skills and other programs, which may be offered by the Employer.
  - (b) Employees who, with the prior approval of the Supervisor (out of scope), attend an in-service or development program shall not suffer a loss of pay for such attendance.
  - (c) An Employee who is required to attend a training course or seminar, shall be paid at straight time for attendance at such a meeting.
  - (d) When an Employee is required by the Employer to complete a self-directed training, the Employer will schedule time during the Employee's shift when the Employee is not required to attend to other duties in order to complete the training. The Employer will provide the necessary resources to complete the training, including a computer workstation if applicable.

17.02 The Employer's staff training and development policy governing in-service programs for all employees will include in-service programs, as modified from time to time, including, but not limited to the following:

- (a) Emergency preparedness (including fire, evacuation and disaster procedures);
- (b) Occupational health and safety matters including proper lifting and the prevention of person injury (back injury);

And additionally for nursing employees:

- (c) First Aid;
- (d) CPR including defibrillation
- (e) Prevention and management of staff or resident abuse; and
- (f) Dementia care training, prevention and management of aggressive behaviours.

17.03 Professional Development

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

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

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

17.05 Professional Fees

Effective the date of ratification, a Licensed Practical Nurse (LPN) who is in a point four Full-Time (.40 FTE) position or greater as of December 1, in each calendar year and has active registration with the College of Licensed Practical Nurses of Alberta (CLPNA) at the beginning of each calendar year shall receive two hundred dollars (\$200.00) reimbursement for his/her CLPNA registration.

ARTICLE 18  
HOURS OF WORK AND OVERTIME

- 18.01 (a) Regular hours of work, exclusive of rest breaks, for full time employees shall be:
- (i) Seven and a half (7.5) consecutive hours per day;
  - (ii) Seventy-five (75) hours per two (2) week period.
- (b) Full-time employees shall receive at least every second (2nd) weekend off. "Weekend" shall mean a Saturday and the following Sunday, assuring a minimum period of sixty (60) hours off duty; and
- (ii) The Employer may offer a 'weekend only' shift schedule / rotation by utilizing the posting provisions of Article 16 - Job Postings.

18.02 Overtime

- (a) The Employer will pay overtime for all hours worked in excess of seventy-five (75) hours per two (2) week period or eight (8) hours per day as applicable by classification.
- (b) Overtime shall be paid at the rate of one and one half (1.5X) times the applicable basic rate of pay for all hours worked contiguous with her regular, fulltime shift and for all hours worked on a scheduled day of rest. All hours in excess of four (4) hours shall be paid at double (2X) time.
- (c) Overtime on a Named Holiday shall be in accordance with 21.08.

18.03 Overtime must be authorized by the Employer in advance.

- 18.04 (a) All overtime worked in one pay period will be paid out in the following pay period.
- (b) However, Employees may be given time off in lieu of overtime worked, to be taken and scheduled within thirty (30) calendar days of the date the overtime was worked or in conjunction with his/her annual vacation by mutual agreement between the Employer and the Employee.

- (c) Time off in lieu of overtime shall be equivalent of the actual time worked adjusted by the applicable overtime rate.
- 18.05 An Employee required to work overtime contiguous to her regular shift shall be provided with a fifteen (15) minute paid rest period prior to working the overtime. Where overtime in excess of four (4) hours is required, the Employer shall provide a thirty (30) minute paid rest break and provide a meal.
- 18.06 Rest Periods  
Regular hours of work shall be deemed to include:
- (a) The Employer shall provide one (1) paid break of fifteen (15) minutes during each period of not less than three point five (3.5) hours.
  - (b) A meal break of not less than one half (1/2) hour shall be granted to all Employees wherever possible at approximately the midpoint of each shift.
  - (c) If an Employee is required to work or is recalled to duty during her meal break, compensating time off for the full meal break shall be provided later in the shift or the Employee shall be paid at one and one half times (1 1/2x) the basic rate of pay for the full meal break.
  - (d) If the Employer requires an Employee to be readily available for duty during her meal break, the Employee shall be so designated in advance and be paid for that meal break at one and one half times (1 1/2x) the basic rate of pay for the full meal break.
- 18.07 Shift Rotations
- (a) Shift rotations (including fixed shifts i.e. only nights or only days or only evenings) assigned in accordance with Article 14 – Job Postings and shall not be changed or revised without the mutual agreement of the Employer, Union and the Employee.
  - (b) The Employer shall provide at least sixty (60) days' notice to the Union of its intent to change or revise shift rotations. The Parties shall meet and discuss the changes proposed by the Employer within fourteen (14) days of the notice.
- 18.08 The shift schedules for Employees shall provide for:
- (a) At least twelve (12) hours off-duty between shifts, except in the case of Casual Employees who shall be entitled to a minimum of eight (8) hours off-duty between shifts;
  - (b) Not more than five (5) consecutive scheduled days of work for employees working eight (8) hours shifts or not more than four (4) consecutive scheduled days of work for employees working twelve (12) hours shifts;
  - (c) Consistent shift starting times or a combination of day and evening shifts (i.e. no switching between nights and days and/or evenings);
  - (d) No split shifts with the exception of modified work shifts prescribed by a physician to accommodate an Employee disability;
  - (e) No shift shall be less than three and a half (3.5) hours;
- 18.09 The Employer shall consider when scheduling shifts, an Employee's request for certain shift schedules. A request by an Employee to work permanent days, evenings, or nights shall not be unreasonably withheld by the Employer.

18.10 An Employee shall not be scheduled to work more than five (5) consecutive days except as may be mutually agreed between the Employee and the Employer or in cases of emergency.

18.11 Work schedules covering a four (4) week period will be posted on applicable department bulletin boards, the shifts schedules for Full time and Part-time Employees for all employees to view, at least two (2) weeks in advance. Employee requests for specific days off must be submitted to the Employer one (1) week in advance of the posting of the schedule.

An Employee's shift schedule may be changed after it is posted provided that the Employer gives the Employee fourteen (14) calendar day's notice of such change and the change is confirmed in writing with the Employee and written on the shift schedule.

If the fourteen (14) calendar days notice is not given, the Employee is entitled to one and one half times (1 1/2x) the Employee's basic rate of pay for all regular hour scheduled and worked on the first shift of the revised schedule.

18.12 Additional Hours of Work

(a) Regular Part-time Employees shall have first preference for the available work. Regular Part-time Employees working extra hours under this arrangement will not be entitled to overtime on these hours unless they qualify under the Overtime provisions in Article 27. In no case will the Employer be obliged to use a Regular Part-time Employee such that doing so would create an overtime situation.

(b) A Regular Part-time Employee may submit in writing her willingness to pick up additional shifts. The Employer may schedule Part-time Employees, who have given their request in writing, for additional shifts with the consent of the Part-time Employee. Where there are available additional shifts the Employer shall distribute the additional shifts to Regular Employees first consistent with the principles of seniority (within the worksite).

(c) Opportunity to work additional hours of work shall be made available:

- (i) First to Part-time Employees who are senior, available and have requested additional hours of work; and
- (ii) then to Casual Employees based upon their availability form and on the basis of date of hire.

(d) At the request of the Union or the Employer, the parties agree to meet to discuss the distribution of additional hours of work.

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

- (i) The exchange is agreed to, in writing, between the affected Employees; and
- (ii) Prior approval of such exchange has been given by the Employee's immediate supervisor.

(b) The Employer will provide copies of the documentation of the approved shift trade to the affected Employees.

(c) Such exchanges shall be recorded on the shift schedule.

(d) No exchanged shift shall be unreasonably denied.



- 18.14 Any Employee who reports for work, as requested, or scheduled, shall be paid a minimum of three (3) hours at the Employee's regular rate of pay or for the full shift if agreed to additional shift with less than one (1) hours notice of the request and acceptance including travel time.
- 18.15 On the day fixed by proclamation, in accordance with the *Daylight Savings Time Act*, of conversion to Mountain Standard Time, regular hours of work shall be extended to include the resultant additional hour with additional payment due therefore at the applicable overtime rate.
- On the date fixed by said *Act* for the resumption of Daylight Savings Time, the resultant reduction of one (1) hour in the shift involved shall be effected with the appropriate deduction in regular earnings.

ARTICLE 19  
NAMED HOLIDAYS

- 19.01 Employees shall be entitled to receive a day off with pay on or for the following Named Holidays:
- |                     |                  |
|---------------------|------------------|
| New Year's Day      | Labour Day       |
| Alberta Family Day  | Thanksgiving Day |
| Good Friday         | Remembrance Day  |
| Victoria Day        | Canada Day       |
| Christmas Day       | Boxing Day       |
| August Heritage Day |                  |
- 19.02 Subject to Sub-Clause 20.01, to qualify for a Named Holiday with pay the Employee must:
- (a) Work her scheduled shift immediately prior to and immediately following the holiday, except where the Employee is absent due to illness, or other reasons acceptable to the Employer; and
  - (b) Work on the holiday when scheduled or required to do so.
- 19.03 An Employee required by the Employer to work on a Named Holiday shall be paid for all hours worked on a Named Holiday at one point five times (1.5 X) her Basic Rate of Pay plus:
- (a) an alternate day off with pay at a mutually agreed time, or
  - (b) failing mutual agreement within thirty (30) calendar days following the Named Holiday, the Employee shall receive payment for such day at her basic rate of pay.
- 19.04 When a Named Holiday falls on a day that would otherwise be a Regular Employee's regular scheduled day off, or during an Employee's vacation, the Employee shall receive either:
- (a) an alternate day off with pay at a mutually agreed time; or
  - (b) failing mutual agreement within thirty (30) calendar days following the Named Holiday of the option to be applied, the Employee shall receive payment for such day at her Basic Rate of Pay.
- 19.05 Unless an Employee requests otherwise in writing, Employees shall be scheduled, so as to be given either Christmas Day or New Year's Day off.

- 19.06 Notwithstanding Articles 20.03 and 20.04 any remaining alternate days off not taken by December 31st of each year shall be paid out at the Employee's basic rate of pay.
- 19.07 In lieu of Named Holidays, Part-time and Casual Employees will be paid four point two three percent (4.23%) of the Basic Rate of Pay for hours worked in each bi-weekly period.
- 19.08 Overtime worked on a Named Holiday shall be paid at two times (2x) the applicable Basic Rate of Pay.

ARTICLE 20  
ANNUAL VACATION

20.01 Definition

For the purpose of this Article:

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

20.02 Vacation Entitlement

- (a) During each year of continuous service in the employ of the Employer, an Employee shall earn entitlement to a vacation with pay to be taken in the next following vacation year and the rate of earning entitlement shall be as follows:
  - (i) during the first (1st, 2nd and 3rd) years of employment an Employee earns a vacation at the rate of ten (10) working days
  - (ii) during the fourth (4th) to ninth (9th) years of employment an Employee earns a vacation at the rate of fifteen (15) working days;
  - (iii) during the tenth (10th) to twentieth (20th) years of employment, an Employee earns vacation at the rate of twenty (20) working days; and
  - (iv) during the twentieth (20th) and subsequent years of employment, an Employee earns a vacation at the rate of twenty-five (25) working days.
- (b) Employee with less than a year of service An Employee who has less than one (1) year of service prior to the first (1st) day of April in any one (1) year shall be entitled to a vacation calculated on the number of months from

- 20.03 (a) Notwithstanding Clause 21.02, vacation with pay shall not accrue during periods while:
- (i) on layoff; and
  - (ii) on unpaid absence during which an Employee is in receipt of weekly indemnity as provided for by the Long Term Disability Income Insurance Plan; and

- (iii) in receipt of compensation from the Workers' Compensation Board; and
- (iv) on leave of absence in excess of thirty (30) calendar days for any reason.
- (b) Vacation benefits will accrue during the remainder of the vacation year proportionate to the period worked.

20.04

Scheduling/ Time of Vacation

- (a)
  - (i) Regular Employees shall be granted their choice of vacation periods; however, the final allotment of vacation remains within the responsibility and authority of the Employer. Vacation requests shall not be unreasonably denied.
  - (ii) The Employer shall post the vacation schedule planner by April 1st of each year, covering the period from January 1st of the following year until March 31st of the next subsequent year. Where an Employee submits her vacation preference by May 15th of that year, the Employer shall indicate approval or disapproval of that vacation request by June 30 of the same year.
  - (iii) Seniority within the worksite and within each Classification shall be the determining factor when there is a dispute regarding preference for the time that vacation is to be taken.
  - (iv) Vacation requests made outside of the process in (ii) above will be considered on a first come first served basis.
- (b) Vacation earned during one (1) vacation year shall be taken during the next following vacation year. Employees may request to carry-over a maximum of five (5) days of vacation from one year to the next. Employee requests to carry over vacation must be submitted in writing no later than December 1 of each calendar year. Such requests will not unreasonably be denied.
- (c) A vacation period may be divided by mutual agreement between the Employee and the Employer.
- (d) A request may be made in writing to the Employer to utilize vacation credits prior to the completion of the vacation year in which the credits are earned. The request shall be subject to the approval of the Employer and shall not exceed the number of vacation days accrued to the date of the request.

20.05

An Employee shall not be permitted to work "pick-up" or "extra" shifts during their vacation period. However, an Employee required by the Employer to return to work during her vacation will receive one point five times (1.5X) her basic rate of pay for hours worked. In addition to receiving premium pay, the time worked will be rescheduled as vacation leave with pay.

20.06

Employees who request vacation with less than 14 days notice to the employer may be required to replace themselves as part of the vacation approval process.

20.07

Casual Employees shall be paid earned vacation pay on each payday. Casual Employees earn vacation pay as per the Alberta Employment Standards Code.

20.08

Upon request, Employees shall be provided with their current vacation entitlement accruals indicating the number of vacation days available.

- 20.09 Employees who have terminated their employment shall be paid any outstanding vacation pay on their last cheque.

ARTICLE 21  
SICK LEAVE

- 21.01 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.
- (a) An Employee shall be allowed a credit of five percent (5%) of paid hours worked as sick leave from the date of employment.
- 21.02 When an Employee has accrued the maximum sick leave credit of forty-five (45) days, they shall no longer accrue sick leave credits until such time as their total accumulation is reduced below the maximum. At that time the Employee shall recommence accumulating sick leave credits.
- 21.03 An Employee unable to complete her shift due to illness will be paid for the hours actually worked and the balance of the shift will be withdrawn from the Employee's sick day account if any remains.
- 21.04 An Employee shall not be entitled to use sick leave credits prior to the completion of their probation period.
- After completion of the probationary period, such Employee shall be entitled to cumulative sick leave credit computed from the date of commencement of employment.
- 21.05 Notwithstanding the foregoing, while an Employee is on layoff, or in receipt of compensation from the Worker's Compensation Board, or on other unpaid leaves of absence in excess of thirty (30) calendar days for any reason, sick leave credits shall not accrue.
- 21.06 Employees requiring time off for the purpose of attending a dental, physiotherapy, optical or medical appointment, provided the Employee has been given prior authorization by the Employer, such absence shall be charged against the Employee's accumulated sick leave.
- 21.07 Proof of Illness
- Employees may be required to submit satisfactory proof to the Employer of any claim for sick leave. If the Employer requires such proof, the Employee shall be notified of this requirement in writing prior to their return to work. The Employer shall not normally require proof of illness for influenza like symptoms.
- Where the Employee must pay a fee for such proof or medical evidence or the costs of an independent medical examination, the full fee paid by the Employee shall be reimbursed by the Employer.
- 21.08 Upon request of an Employee, the Employer shall advise an Employee of their accrued sick leave credits.
- 23.09 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

- (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.
- 21.10 Employees whose sick leave credits are exhausted shall be on leave without pay for medical reasons.
- 21.11 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.
- 21.12 Termination of Sick Leave
- Sick leave benefits will cease on termination of employment, on retirement, or on death.
- 21.13 Sick Leave on Vacation
- Should an Employee, while on vacation, be hospitalized, in excess of four (4) hours 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.
- 21.14 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 that prevented the Employee from doing their duties during the health related period of their absence.
- 21.15 Casual Employees shall not be entitled to sick leave benefits.

## ARTICLE 22

### WORKERS COMPENSATION

- 22.01 Workers' Compensation Board coverage will be provided by the Employer for Employees. In accordance with the *Income Tax Act*, Workers' Compensation benefits are not taxable.
- 22.02 Employees will be eligible to apply for sick leave benefits in accordance with Article 21 - Sick Leave, during the period of time they are waiting for receipt of their claim from WCB. Sick leave benefits will be payable provided:
- (a) The Employee has sick leave credits available; and
  - (b) The Employee meets the eligibility requirements for sick leave, and
  - (c) The Employee assigns her WCB benefits to the Employer, only to the extent that is required for the Employer to recover the money that was paid out for sick leave, once the WCB claim is approved.
- The Employer shall then reinstate the Employee's sick leave credits to the appropriate level.
- After money for sick leave benefits has been recovered from the assigned WCB benefits, the Employee shall receive her benefits directly from the Worker's Compensation Board.

- 22.03 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.
- 22.04 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 her former position, shall provide the Employer with two (2) weeks' written notice of readiness to return to work. The Employer may accommodate return to work sooner than two (2) weeks' where agreeable between the Employer, the Union and the Employee.
- 22.05 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 be reinstated in the same position held by her immediately prior to the disability with benefits that accrued to her prior to the disability; or
  - (b) incapable of performing the duties of her former position, but is capable of performing the duties of her former classification, shall be reinstated 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; or
  - (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 27 - Health Care Benefits or Article 21 - Sick Leave.
- 22.06 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 14 - Job Postings or Article 18 - Hours of Work and Overtime.
- 22.07 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.

## ARTICLE 23 LEAVES OF ABSENCE

- 23.01 General Conditions
- (a) Subject to the written approval of the Employer, an Employee may make a request in writing to the General Manager for a Leave of Absence without pay to a maximum of thirty (30) calendar days. A request for Leave must be made at least two (2) weeks prior to the commencement of the Leave.  
  
A leave of absence may be approved provided the Employee has exhausted all vacation time off with pay earned to date. A Leave of Absence will not be unreasonably denied. Such leave may be extended by additional periods of thirty (30) calendar days with the written approval of the Employer in extenuating circumstances like return to the homeland for family emergencies overseas and other circumstances.

- (b) (i) Employees who are on Leave of Absence will not engage in any gainful employment with any other Employer while on such leave, unless otherwise agreed by the Union and the Employer. Any Employee who engages in gainful employment while on a leave of absence shall be considered to have terminated their employment without notice.
- (ii) Any Employee who has been granted a leave of absence of any kind and overstates their leave, except in emergency situations, shall be considered to have terminated their employment without notice.
- (iii) All requests for leave of absence must be submitted to the General Manager for final approval. Requests shall not be unreasonably denied.
- (iv) Employees may elect to continue benefits by pre-arranging payment for the Employer and Employee portions of premiums for any leave of 30 days or longer.
- (v) Employees shall not be entitled to Named Holidays with pay, which fall during a period of a Leave of Absence without pay in excess of thirty (30) calendar days.

23.02

Maternity, Parental, Adoption Leave

Maternity, Parental, or Adoption Leave will be granted on the basis of the following provisions:

- (a) Employees must give the Employer at least six (6) weeks written notice advising of the start of Maternity/Parental Leave.
- (b) The Employee must give at least four (4) week's written notice that she/he intends to return to/not return to work.
- (c) Employees may continue benefits if they pay both the Employer and Employee portions of the premiums.
- (d) Employees do not accrue Vacation, General Holidays, or Sick Leave while on Leave.
- (e) The Employee will be reinstated in the same or comparable position with earnings and other benefits equal to those received when the Leave began.

Maternity Leave

- (a) Employees are entitled to job-protected leave in the event of the birth of a child. Leave is composed of sixteen (16) weeks of Maternity Leave and sixty-two (62) weeks of Parental Leave.
- (b) The Employer can require the Employee to obtain and submit a medical certificate certifying pregnancy and giving the estimated date of delivery.
- (c) Maternity leave can begin at any time within twelve (12) weeks prior to the estimated date of delivery.
- (d) If the pregnancy interferes with the Employee's job performance during the twelve (12) weeks before the estimated date of delivery, the Employee may request a medical accommodation to commence Maternity Leave.

- (e) An Employee must take at least six (6) weeks of Maternity Leave after the birth of her child, unless the Employer agrees to early resumption of employment. The Employee must provide a medical certificate indicating that resumption of work will not endanger her health.

#### Parental/Adoption Leave

- (a) Fathers, same sex partners and/or adoptive parents are eligible for up to seventy-two (72) weeks of unpaid, job-protected Parental Leave. Adoptive parents can take Adoption Leave for any child under age 18.
- (b) Parental/Adoption Leave may be taken by one parent or shared between two parents but the total combined leave cannot exceed seventy-two (72) weeks.
- (c) Parental/Adoption Leave can begin at any time after the birth or adoption of the child but must be completed within one hundred and four (104) weeks of the date a baby is born, or an adopted child is placed with the parent.
- (d) Employees who intend to share Parental Leave must advise their respective Employers of their intention to do so.
- (e) Parents will still be eligible for the Adoption Leave if medical reasons, or circumstances related to adoption, prevent the employee from giving six (6) weeks' notice. When this happens, written notice must be given to the Employer as soon as possible.

23.03

#### Bereavement Leave

- (a) When a death occurs in the immediate family of an Employee, the Employee shall be granted Bereavement Leave for three (3) days without loss of income, commencing or ending with the day of the funeral.
- (b) '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 (including step or foster child or ward), parent (including step or foster parent), grandparent, grandchild, sibling, guardian, spouse's parents, aunt, uncle, niece, nephew, brother-in-law, sister-in-law, daughter-in-law, or son-in-law.
- (c) Bereavement Leave shall be extended by up to two (2) additional days with no loss of income if travel out of province is necessary for the purpose of attending the funeral. At the time of the Bereavement Leave notification, the Employer may request reasonable evidence of travel out of province.
- (d) Bereavement Leave with pay may be granted for one (1) day for the funeral/memorial service of a close friend or more distant relative than outlined in 23.03 (b) depending on the needs of the operation.
- (e) An Employee may be granted up to a month's leave of absence without pay, upon an approved leave from the Employer upon the death of an immediate family member subject to Article 25.01.



23.05

Education Leave

- (a) For the purpose of determining salary increments, an Employee who is granted leave of absence for educational purposes, as per Article 19 – In-service Programs and Professional Development, shall be deemed to remain in the continuous service of the Employer for the first eighteen (18) months of such period of leave.
- (b) During an Employee’s educational leave, she may work as a Casual Employee with the Employer without adversely affecting her reinstatement to the position from which she is on leave.

23.06

Domestic Violence Leave

- (a) An Employee who has completed ninety (90) days of employment and who has been subjected to domestic violence may require time off from work to address the situation and shall be entitled to leave of absence without pay for a period of up to ten (10) days in a calendar year.
- (b) An Employee may access applicable leaves of absence or banks such as sick leave, personal leave, or court duty leave.
- (c) Personal information concerning domestic violence will be kept confidential by the Employer.
- (d) When an Employee reports that they are experiencing domestic violence, the Employer will complete a hazard assessment and, where appropriate, may facilitate alternate work arrangements.
- (e) Employees may be required to submit satisfactory proof to the Employer demonstrating the need for domestic violence leave. Proof may be provided in the form of a copy of a court order, or documentation from a doctor, a family violence support service, a police officer, or lawyer.

23.07

Court Duty

An Employee who is subpoenaed by the Crown for jury duty or as witness for the Crown shall not lose any pay because of such service, provided the amount paid for such service is promptly repaid by the Employee to the Employer. The Employee must present proof of service and shall notify the Employer immediately upon the receipt of notification that the Employee has been subpoenaed by the Crown.

ARTICLE 24  
WAGES

24.01

Wages shall be paid in accordance with Appendix “A”, attached to and made part of this Agreement.

24.02

Wages rates are effective on the dates specified in Appendix “A.”

24.03

- (a) An Employee’s Basic Rate of Pay will be advanced to the next higher Basic Rate of Pay upon completion of the hours worked in the respective classification in Appendix A.
- (b) For clarity, hours counted towards an Employee’s next increment include hours worked as follows:
  - (i) regular shifts;

- (ii) relief or extra shifts;
- (iii) paid education shifts;
- (iv) paid Named Holidays and worked Named Holidays;
- (v) paid Vacation days; and
- (vi) all paid absences.

24.04 Advancement on the pay grid is based on the attainment of the actual hours worked in the respective classification.

24.05 Paydays shall be on bi-weekly basis by direct deposit, into the Employee's account at a major banking institution of the Employee's choice. The Employee will receive a statement of earning with all deductions on the payday. In the event the Employer changes its payroll system or pay days, the Union and the Employees will be notified at least ninety (90) calendar days in advance of such change(s).

24.06 Recognition of Prior Experience

- (a) For the purpose of establishing the Base Rate of Pay on hire for new employees hired after the date of ratification of this first agreement, the Employer may recognize up to ten (10) years of prior experience provided it is satisfactory to the Employer and not more than two (2) years have elapsed since such experience was obtained.

24.07 Reemployment

Employees who terminated employment from the Employer and then are re-employed may be placed at the same increment on the salary scale upon re-employment provided that:

- (a) they are re-employed into exactly that same Classification that they held prior to termination; and
- (b) their re-employment is within two (2) years of their prior termination.

24.08 Overpayment

Should the Employer issue an overpayment of wages and/or entitlements, 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 will 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 Employees' gross earnings per pay period.

## ARTICLE 25 SHIFT DIFFERENTIALS

25.01 Evening Shift

Effective two (2) full pay periods following ratification, a Shift Differential of two dollars and twenty-five cents (\$2.50) per hour shall be paid:

- (a) to Employees for each hour worked between fifteen hundred (1500) hours to twenty-three hundred (2300) hours; and

- (b) to Employees for all overtime hours worked which fall within the period of fifteen hundred (1500) hours to twenty-three hundred (2300) hours.

25.02

Night Shift

Effective two (2) full pay periods following ratification, a Shift Differential of two dollars and seventy-five cents (\$2.75) per hour shall be paid:

- (a) to Employees for each hour worked between twenty-three hundred (2300) hours to zero seven hundred (0700) hours; and
- (b) to Employees for all overtime hours worked which fall within the period of twenty-three hundred (2300) hours to zero seven hundred (0700) hours.

25.03

Weekend Premium

Effective two (2) full pay periods following ratification, an Employee shall be paid a Weekend Premium per hour for each hour worked between twenty-three hundred hours Friday and twenty-three hundred hours Sunday as follows:

Two dollars and twenty-five cents (\$2.25) per hour shall be paid:

- (a) to Employees for each hour worked between seven hundred (0700) hours to fifteen hundred (1500) hours; and

Two dollars and seventy-five cents (\$2.75) per hour shall be paid:

- (a) to Employees for each hour worked between fifteen hundred (1500) hours to twenty-three hundred (2300) hours; and

Three dollars and twenty-five cents (\$3.25) per hour shall be paid:

- (a) to Employees for each hour worked between twenty-three hundred (2300) hours to zero seven hundred (0700) hours; and

25.04

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

25.05

There shall be no pyramiding or stacking of premiums unless specified in an article.

ARTICLE 26

REGISTERED RETIREMENT SAVINGS PLAN (RRSP)

26.01

The Employer shall provide and administer voluntary contributions to an RRSP program to include the following:

- (a) The Employer will deduct from eligible Employees up to five percent (5%) of the Employee's gross earnings of each pay period to be placed directly into a group RRSP; and
- (b) In addition to the Employee's contributions, the Employer will match the Employee's contribution of up to two and one-half percent (2.5%) of the Employee's gross earnings of each pay period to be deposited directly into the RRSP plan.

ARTICLE 27

HEALTH CARE BENEFITS

27.01 The Employer shall provide the following group plans for which the Employer agrees to pay fifty (50%) percent of the health (including drug) and dental benefits. The Employee agrees to pay one-hundred (100%) of the premiums for life insurance, travel insurance and hospital benefits.

The group plans include:

- (a) An Extended Health Care Medical Supplementary benefits plan which provides a benefit of sixty per cent (60%) direct payment provision (direct billing drug card) for eligible physician or dentist prescribed drug medication and supplies.
- (b) A dental plan which provides reimbursement according to the Alberta Dental Association fee guide of fifty per cent (50%) of regular dental and orthodontic procedures up to a maximum annual reimbursement of one thousand (\$1000) dollars.
- (c) Worldwide Travel Benefit (with respect to accidental or unexpected illness outside Alberta);
- (d) Group Life Insurance Benefit (\$25,000)
- (e) Dependent Life Insurance Benefit (\$10,000 for Spouse and \$5000 for children)

ARTICLE 28  
REGULAR PART-TIME EMPLOYEES

28.01 All provisions of the Collective Agreement apply to Regular Part-time Employees subject to specific language in each Article.

ARTICLE 29  
TEMPORARY EMPLOYEES

29.01 All provisions of the Collective Agreement apply to Temporary Employees subject to specific language in each Article.

ARTICLE 30  
CASUAL EMPLOYEES

30.01 All provisions of the Collective Agreement apply to Casual Employees subject to specific language in each Article or with the following exceptions and stipulations:

- (a) Article 23 – Sick Leave
- (b) Article 25 – Leaves of Absence
- (c) Article 34 – Health Care Benefits
- (d) Article 41 – Layoff and Recall

ARTICLE 31  
CONTRACTING OUT

- 31.01 Where the Employer finds it necessary to transfer, assign, 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 as per Article 20 have failed to result in sufficient staffing levels being present.

ARTICLE 32  
LAYOFF AND RECALL

- 32.01 When, in the opinion of the Employer, it becomes necessary to displace an Employee, due to reduction of the work force, or reduction in regularly scheduled hours of work of a Regular Employee, or wholly or partly discontinue an undertaking, activity or service, the Employer will notify the Union twenty eight (28) calendar days prior to the date of layoff, except that the notice shall not apply where layoff results from an act of God, fire, flood or a natural disaster

32.02 Consultation Meeting with Union

- (a) The Parties recognize the value of meeting prior to a layoff process occurring. The parties will make every reasonable effort to meet and consult at least twenty-eight (28) calendar days prior to any Employee receiving notification of the layoff. The consultation process will not be unreasonably delayed as a result of the unavailability of a representative of either party.
- (b) The purpose of this meeting is to discuss:
  - (i) the parameters of the layoff;
  - (ii) the current seniority list;
  - (iii) the process by which each employee will receive written notice including individual meetings, timeframes etc.;
  - (iv) and review the written notification documents to ensure accuracy, disclosure and retention options available for each affected employee;
  - (v) the process of how layoffs will take place,
  - (vi) review the current seniority list,
  - (vii) review the list of available positions, vacancies posted and not posted,
  - (viii) and discuss other relevant factors, including voluntary separation arrangements on the basis of seniority, if mutually agreed.
  - (ix) The Parties will also discuss the process to be followed for Employees on approved leave of absence, WCB, STD or LTD insurance benefits.

- (c) Should it become necessary to displace an Employee, the least senior Employee of the affected job classification shall be laid off. When staff reductions, occur, the Chapter Chair of the Union will be notified by copy of the written notice of layoff to the affected Employee(s).

32.03

Notice of Layoff

If an Employee is laid off and is not provided with notice of lay-off as specified in 41.01 above, then the Employee shall be paid a sum of money that is at least equal to the wages that otherwise would have been earned if the Employee had worked her regular hours of work for the period of notice applicable to the Employee under clause (a) above.

32.04

Employee Selection Meeting

- (a) To assist the Employee in indicating their preference of alternate positions, the Employee will have access to seniority lists, shift schedules, and a list of positions available prior to the selection meeting with the Employer.
- (b) A selection meeting will be arranged by the Employer, involving the Employee, the Employer representative(s) and the Union representative(s). The selection process will not be unreasonably delayed as a result of the unavailability of the Union representative.
- (c) When an Employee is on an approved leave of absence, or Workers' Compensation Benefits, or Long Term Disability Insurance Benefits, the selection meeting and the notice of layoff, if applicable, shall be served when the Employee has provided notice of readiness to return to work.
- (d) In this provision, 'classification' means all classifications, and 'status' means Full-time or Part-time.
- (f) Within the worksite, the Employee will select positions in the same classification, which are available or select a position to displace an Employee with less seniority in the same classification, regardless of status or FTE.
- (g) Where there are no position(s) of any status in the same classification as the Employee's current position, the Employee may indicate a preference for an alternative position(s) in the worksite for which she has the requisite skill, training, and knowledge to perform the work and select a position and to select an available position or a position occupied by a less senior Employee, in a different classification, regardless of status or FTE;
- (h) Where there are no positions available in accordance with the above, the Employee shall be laid off in accordance with this Article and shall have the right to recall as outlined in this Article.

32.05

Recall

- (a) Employees on lay off shall be recalled in the order of their seniority for the job classification in the worksite, subjected to Article 15 - Seniority.
- (b)
  - (i) The Employer shall notify the Employee of the date of return to work when recalled from layoff. The Employer may agree to an alternate date should the Employee request.
  - (ii) Employees on layoff are responsible for informing the Employer of any changes in address or telephone number, which may be used to contact the employee for recall.

- (c) In any event, should an Employee fail to return to work on the specified date, the Employee will forfeit any claim to re-employment.
- (d) Regular Employees on lay off may accept casual work without affecting their recall status and seniority standing upon recall. Such Employees shall be governed by the Collective Agreement provisions applicable to Casual Employees.
- (e) The Employer will not hire new Employees into a classification when others in that classification are on layoff subject to ability to do the work required.

32.05

#### Health and Insurance Benefits

Employees on layoff shall make prior arrangements for payment of the full premiums of any applicable health and insurance benefits.

#### Wages

**Year 1:** **November 22, 2018 to November 21, 2019.** A **1.5% increase** wage for all hours worked by employees between November 22, 2018 to November 21, 2019.

**Year 2:** **November 22, 2019 to November 21, 2020.** Implement the wage grid (attached as Appendix A).

Red circled<sup>1</sup> Employees shall receive a **1.5% lump sum payment** for all hours worked between November 22, 2019 to November 21, 2020.

**Year 3:** **November 22, 2020 to November 21, 2021.** A **1.5 % increase** on the wage grid.

Red circled Employees shall receive a **1.5% lump sum payment** for all hours worked between November 22, 2020 to November 21, 2021.

**Year 4:** **November 22, 2021 to November 21, 2022:** A **2.0% increase** on the wage grid for all hours worked between November 22, 2021 to November 21, 2022.

Red circled Employees shall receive a **2.0% lump sum payment** for all hours worked between November 22, 2021 to November 21, 2022.

#### Retroactivity

The Employer shall pay retroactive pay within sixty (60) days from the date of ratification, except that former Employees shall be paid within thirty (30) days of application. Any former Employee will be eligible to receive the applicable retroactive pay which the Employee would have received but for termination of employment. To qualify for the retroactive pay, the former Employee shall submit to the Employer, within ninety (90) days after the signing of this agreement, a written application for such retroactive pay.

---

<sup>1</sup> **Red Circling:** Employees with wage rates at the date of ratification that do not correspond with the implemented wage grid will be red-circled until such time that their accumulated hours corresponds with a step in the wage grid which exceeds their existing wage rate. 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.

Job Class	Effective	Increase	Start	Probation (480 hours)	1 Year (1950 hours)	2 Years (3900 hours)	3 Years (5850 hours)	4 Years (7800 hours)	5 Years (9750 hours)
LPN	November 22, 2018	1.50%							
	November 22, 2019		\$26.26	\$27.01	\$27.80	\$28.72	\$29.59	\$30.46	\$31.50
	November 22, 2020	1.50%	\$26.65	\$27.42	\$28.22	\$29.15	\$30.03	\$30.92	\$31.97
	November 22, 2021	2%	\$27.19	\$27.96	\$28.78	\$29.73	\$30.63	\$31.54	\$32.61
HCA	November 22, 2018	1.50%							
	November 22, 2019		\$19.25	\$19.75	\$21.15	\$21.60	\$22.00	\$22.40	\$22.87
	November 22, 2020	1.50%	\$19.54	\$20.05	\$21.47	\$21.92	\$22.33	\$22.74	\$23.21
	November 22, 2021	2%	\$19.93	\$20.45	\$21.90	\$22.36	\$22.78	\$23.19	\$23.68



Job Class	Effective	Increase	Start	Probation (487 Hours)	1 Year (1950 Hours)
Cook	November 22, 2018	1.50%			
	November 22, 2019		\$20.71	\$21.02	\$21.33
	November 22, 2020	1.50%	\$21.02	\$21.34	\$21.65
	November 22, 2021	2%	\$21.44	\$21.76	\$22.08
Cook Helper	November 22, 2018	1.50%			
	November 22, 2019		\$17.26	\$17.51	\$17.78
	November 22, 2020	1.50%	\$17.52	\$17.77	\$18.05
	November 22, 2021	2%	\$17.87	\$18.13	\$18.41
Dishwasher	November 22, 2018	1.50%			
	November 22, 2019		\$15.15	\$15.30	\$15.45
	November 22, 2020	1.50%	\$15.38	\$15.53	\$15.68
	November 22, 2021	2%	\$15.68	\$15.84	\$16.00
Server	November 22, 2018	1.50%			
	November 22, 2019		\$15.30	\$15.61	\$15.84
	November 22, 2020	1.50%	\$15.53	\$15.84	\$16.08
	November 22, 2021	2%	\$15.84	\$16.16	\$16.40
Housekeeping	November 22, 2018	1.50%			
	November 22, 2019		\$16.24	\$17.00	\$18.00
	November 22, 2020	1.50%	\$16.48	\$17.26	\$18.27
	November 22, 2021	2%	\$16.81	\$17.60	\$18.64
Activity Aide/ Dining Supervisor	November 22, 2018	1.50%			
	November 22, 2019		\$18.27	\$19.25	\$20.00
	November 22, 2020	1.50%	\$18.54	\$19.54	\$20.30
	November 22, 2021	2%	\$18.91	\$19.93	\$20.71

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

Signed this \_\_\_\_\_ day of \_\_\_\_\_, 2022.

ON BEHALF OF YARROW LTD.  
PARTNERSHIP

\_\_\_\_\_

\_\_\_\_\_  
WITNESS

ON BEHALF OF THE ALBERTA UNION  
OF PROVINCIAL EMPLOYEES

\_\_\_\_\_

\_\_\_\_\_  
WITNESS

DRAFT

LETTER OF UNDERSTANDING #1  
BETWEEN  
CHARTWELL MASTER CARE LP  
- and -  
ALBERTA UNION OF PROVINCIAL EMPLOYEES  
(The Union)

RE: Post-Ratification Orientation

The Parties agree that forty-five minute orientation sessions will be hosted jointly (with the Union and Employer co-facilitating) and offered to all employees, (including out of scope employees) to provide an overview of the first collective agreement. The Parties agree to meet and discuss the logistics of hosting these sessions within sixty (60) days after ratification or and arbitrator's decision.

\_\_\_\_\_  
On behalf of the Employer

\_\_\_\_\_  
On behalf of the Union

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

LETTER OF UNDERSTANDING #2  
BETWEEN  
CHARTWELL MASTER CARE LP  
- and -  
ALBERTA UNION OF PROVINCIAL EMPLOYEES  
(The Union)

RE: Job Security

The Parties agree to the following:

1. That there will be no involuntary loss of employment for employees in the bargaining unit.
2. That Employees will “remain whole”, and where an Employee is faced with an involuntary reduction to pay or FTE any shortfalls will be remedied.
3. To achieve the preceding the Parties recognize that
  - adjustments in the workforce may occur through attrition;
  - in addition to Article 32 - Layoff and Recall, all retention options will be explored;
  - the Parties agree to share all relevant information in a timely manner.
4. This Letter of Understanding shall form part of the Collective Agreement and is subject to the grievance and arbitration provisions.
5. This letter shall expire on the expiration of the Collective Agreement, as identified in Article 2.

\_\_\_\_\_  
On behalf of the Employer

\_\_\_\_\_  
On behalf of the Union

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

LETTER OF UNDERSTANDING #3

BETWEEN

CHARTWELL MASTER CARE LP

- and -

ALBERTA UNION OF PROVINCIAL EMPLOYEES  
(The Union)

RE: Seniority

The parties agree that the previous, continuous service of Employees with Chartwell shall be recognized for the purpose of determining seniority. The Parties agree to meet and discuss a seniority list for all applicable bargaining unit employees within sixty (60) days of ratification or implementation of a first contract.

\_\_\_\_\_  
On behalf of the Employer

\_\_\_\_\_  
On behalf of the Union

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

LETTER OF UNDERSTANDING #4  
BETWEEN  
CHARTWELL MASTER CARE LP  
- and -  
ALBERTA UNION OF PROVINCIAL EMPLOYEES  
(The Union)

RE: Excluded positions

Persons whose jobs are not in the bargaining unit shall not perform bargaining unit work, except for purposes of instruction, in an emergency, or due to unforeseen short term circumstances, and provided that the act of performing the aforementioned work does not displace or reduce the hours of work or pay of any Employee.

The parties agree that the following positions are excluded from the Bargaining Unit:

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

General Manager  
Office Manager  
Lifestyle and Programs Manager  
Maintenance Supervisor  
Director of Care  
Community Leasing Coordinator

\_\_\_\_\_  
On behalf of the Employer

\_\_\_\_\_  
On behalf of the Union

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

LETTER OF UNDERSTANDING #5  
BETWEEN  
CHARTWELL MASTER CARE LP  
- and -  
ALBERTA UNION OF PROVINCIAL EMPLOYEES  
(The Union)

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 the Employer

\_\_\_\_\_  
On behalf of the Union

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

LETTER OF UNDERSTANDING #6  
BETWEEN  
CHARTWELL MASTER CARE LP  
- and -  
ALBERTA UNION OF PROVINCIAL EMPLOYEES  
(The Union)

RE: Extension of Vacation with Unpaid Leave of Absence

Employees may request an unpaid leave of absence of up to ten (10) working days to extend a vacation.

In the first year of this agreement, such requests shall be made within sixty (60) days of ratification/implementation of this agreement. Such requests may include requests to reschedule previously approved vacation if applicable. The Employer shall respond to Employees' vacation extension requests within a further thirty (30) days of the request submission deadline.

In subsequent years, all requests for an unpaid vacation extension must meet the following criteria:

- (a) It must be requested at the time of the vacation request as per Article 22.04 a)
- (b) An employee must schedule all paid vacation prior to requesting an unpaid vacation extension
- (c) Unpaid vacation extensions will be granted subject to operational requirements. Requests will not be unreasonably denied.

This Letter of Understanding will expire on the expiration of the Collective Agreement, as identified in Article 2.

\_\_\_\_\_  
On behalf of the Employer

\_\_\_\_\_  
On behalf of the Union

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date



LETTER OF UNDERSTANDING #7  
BETWEEN  
CHARTWELL MASTER CARE LP  
- and -  
ALBERTA UNION OF PROVINCIAL EMPLOYEES  
(The Union)

Re: Unpaid/Job Protected Leaves

(a) Citizenship Ceremony

An Employee who has completed ninety (90) days of employment is entitled to one half (1/2) day of leave without pay to attend a citizenship ceremony to receive a certificate of citizenship, as provided for under the Citizenship Act (Canada).

(b) Military Leave

An Employee who is required by military authorities to attend training or perform military services shall be granted leave without pay.

(c) Compassionate Care Leave

An Employee who has completed ninety (90) days of employment is entitled unpaid compassionate care leave for a period of up to 27 weeks in for the purpose of providing care or support to a seriously ill family member.

(d) Critical Illness Of A Child Leave

Employees will be granted unpaid leave up to 36 weeks of job protection for the purpose of providing care or support to their child.

(e) Death Or Disappearance Of A Child Leave

Employees will be granted unpaid leave up to 52 weeks of job protection for employees whose children have disappeared due to a crime or up to 104 weeks if child died due to a crime.

(f) Family Responsibility Leave

An Employee who has completed ninety (90) days of employment is entitled to up to 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.

\_\_\_\_\_  
On behalf of the Employer

\_\_\_\_\_  
On behalf of the Union

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date