



COLLECTIVE AGREEMENT

between

SILVERADO SENIORS VILLAGE PARTNERSHIP

and the

**ALBERTA UNION OF PROVINCIAL EMPLOYEES
(LOCAL 047 CHAPTER 043)**

Term: July 21, 2022, to July 20, 2026

NUMERICAL TABLE OF CONTENTS

<u>ARTICLE</u>	<u>PAGE NO.</u>
	Preamble.....
1	Term of Collective Agreement.....
2	Definitions.....
3	Application
4	Union Recognition.....
5	Union Membership and Dues Deduction
6	Union Stewards.....
7	Management Rights.....
8	Respectful Workplace
9	Probationary Period & Orientation.....
10	Seniority
11	Job Posting and Vacancies.....
12	Hours of Work.....
13	Overtime
14	Wages
15	Shift Differential and Weekend Premium.....
16	Other Compensation
17	Resignation
18	Named Holidays.....
19	Annual Vacation
20	Benefits
21	Sick Leave
22	Workers Compensation
23	Leave of Absence
24	Union Representative Leave
25	Temporary Employees.....
26	Layoff & Recall.....
27	Discipline and Dismissal
28	Occupational Health and Safety.....
29	Employee Management and Advisory Committee.....
30	Grievance Procedure
31	In-Service Programs, Professional Development.....
32	Payment of Wages
33	Registered Retirement Savings Plan.....
34	Short Staffing.....
35	Contracting Out
	Wage Grid.....
	Letter of Understanding #1
	Letter of Understanding #2.....

ALPHABETICAL TABLE OF CONTENTS

<u>ARTICLE</u>		<u>PAGE NO.</u>
3	Application	
19	Annual Vacation	
20	Benefits	
35	Contracting Out	
2	Definitions.....	
27	Discipline and Dismissal	
29	Employee Management and Advisory Committee	
30	Grievance Procedure	
12	Hours of Work.....	
31	In-Service Programs, Professional Development.....	
11	Job Posting and Vacancies.....	
26	Layoff & Recall	
23	Leave of Absence	
	Letter of Understanding #1	
	Letter of Understanding #2.....	
7	Management Rights.....	
18	Named Holidays.....	
28	Occupational Health and Safety	
16	Other Compensation	
13	Overtime	
32	Payment of Wages	
	Preamble.....	
9	Probationary Period & Orientation.....	
33	Registered Retirement Savings Plan	
17	Resignation	
8	Respectful Workplace	
10	Seniority	
15	Shift Differential and Weekend Premium.....	
34	Short Staffing.....	
21	Sick Leave	
1	Term of Collective Agreement.....	
25	Temporary Employees.....	
5	Union Membership and Dues Deduction	
4	Union Recognition.....	
24	Union Representative Leave	
6	Union Stewards.....	
	Wage Grid.....	
14	Wages	
22	Workers Compensation	

PREAMBLE

Agreeing that the primary purpose of the Employer is to provide efficient and high-quality resident care.

It is the intent of the Parties to:

- (i) Ensure the provision of the best possible service and quality resident care;
- (ii) Protect the interest of resident, Employees and the Employer;
- (iii) Maintain harmonious relations between the Employer, Employees and the Union;
- (iv) Recognize the mutual value of joint discussions and negotiations in all matters of mutual concern to the Parties.

ARTICLE 1
TERM OF AGREEMENT

- 1.01 Except where otherwise stated in this Collective Agreement, this Collective Agreement, including appendices hereto unless altered by mutual consent of both Parties, shall be in force and effect from July 21, 2022, to July 20, 2026 and from year-to-year thereafter unless amended or terminated. Notification of desire to amend may be given, in writing, by either Party to the other Party not less than sixty (60) days nor more than one hundred twenty (120) days prior to the expiration of its desire to amend this Collective Agreement.
- 1.02 Where notice is served by either Party to commence collective bargaining, this Collective Agreement shall continue in full force and effect until a new Collective Agreement has been executed or until the declaration of a strike or lockout, whichever occurs first.
- 1.03 Any written notice required under the terms of this agreement shall be deemed to have been sufficiently served if personally delivered, faxed or mailed in a prepaid registered envelope addressed or where communicated as scanned attachment in an electronic form:

In the case of the Employer, to:

Site Leader
Silverado Creek Seniors Community
7 Silverton Way
Calgary, AB T2X 4B3

In the case of the Union, to:

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

ARTICLE 2
DEFINITIONS

- 2.01 "Bargaining Unit" means all Employees of the Employer covered by Labour Relations Board Certificate #C2052-2022.
- 2.02 "Basic Rate of Pay" shall mean the incremental step in the Wage Grid applicable to an Employee in accordance with the terms of this Collective Agreement, exclusive of all allowances and premium payments.
- 2.03 "Chapter Chairperson" means Component Officer of the Union elected by the Chapter membership.
- 2.04 "Classification" refers to the current classifications in the bargaining unit that are listed in the Wage Grid of this agreement.
- 2.05 "Continuous Service" shall mean the period of employment commencing on the latest date of employment within the bargaining unit that is not interrupted by termination or dismissal.
- 2.06 "Employee" shall mean a person covered by this Collective Agreement employed by the Employer. At the time of hire the employment status of each Employee will be determined in accordance with the following:
- (a) "Regular Employee" is one who works on a full-time or part-time basis on regularly scheduled shifts of continuing nature.
 - (i) "Full-time Employee" is one who is regularly scheduled to work the full specified hours in the "Hours of Work" Article of this Collective Agreement;
 - (ii) "Part-time Employee" is one who is regularly scheduled for less than the regular hours specified in the "Hours of Work" Article of this Collective Agreement.
 - (b) "Temporary Employee" is one who is hired on a temporary basis for a full-time or part-time position:
 - (i) for a specific job of more than three (3) months but less than eighteen (18) months. A request by the Employer to extend the time limit shall not be unreasonably denied; or
 - (ii) to replace a Full-time or Part-time Employee who is on approved leave of absence for a period more than three (3) months; or
 - (iii) to replace a full-time or part-time employee who is on leave due to illness or injury where the Employee has indicated that the duration of such leave will be more than three (3) months.
 - (c) "Casual Employee" is one who:
 - (i) relieves for absences the duration of which is three (3) months or less; or
 - (ii) works on a call-in basis and is not regularly scheduled.
- 2.07 "Employer" is Silverado Seniors Village Partnership and includes such persons as may from time to time be appointed or designated to carry out administration duties in respect of the operation and management of the site.
- 2.08 "Health Care Aide" (HCA) is an Employee who has successfully completed and holds a recognized certificate as a Health Care Aide or equivalent and is

registered with any required licensing body, organization, HCA directory, or registry.

- 2.09 "Licensed Practical Nurse" means a person who is issued a certificate of registration as a Licensed Practical Nurse pursuant to the *Health Professions Act* RSA 2000, c. H-7 as amended.
- 2.10 "Local" means Local 048 of The Alberta Union of Provincial Employees.
- 2.11 "Member" means an Employee of Silverado Seniors Village Partnership who is covered by this Collective Agreement.
- 2.12 "Parties" shall mean AUPE and the Silverado Seniors Village Partnership.
- 2.13 "Position" shall mean:
- (a) the Employee status; or
 - (b) the classification; or
 - (c) Full-time equivalent.
- 2.14 "Registration" shall have the meaning ascribed from the *Health Professions Act* RSA 2000, c. H-7 as amended.
- 2.15 "Shift" shall mean a daily tour of duty exclusive of overtime hours.
- 2.16 "Shift Cycle" means the period of time when the shift schedule repeats itself. In those instances where the schedule does not repeat itself, the term "shift cycle" shall be understood to mean a period of time not exceeding **six (6)** weeks.
- 2.17 "Shift Pattern" means days and/or evenings and/or night shifts.
- 2.18 "Site" shall mean the entirety of Silverado Creek building.
- 2.19 "Site Leader" shall mean the person who is responsible for the day-to-day operation of the Site. In the absence of the Site Leader, an appointed designate may be assigned to act in their capacity during an absence of the Site Leader.
- 2.20 "Union" shall mean the Alberta Union of Provincial Employees (AUPE). In the event of a change of name of the aforementioned Union, the subsequent name shall be recognized.
- 2.21 "Union Steward" means an Employee in the Bargaining Unit who has completed the required AUPE courses and training necessary to be registered by the Union to provide Union representation to Members.
- 2.22 "Union Representative" means a representative from the Union authorized by the Union to act on behalf of an Employee.

ARTICLE 3
APPLICATION

- 3.01 The Collective Agreement shall apply to all Employees covered by this Collective Agreement.
- 3.02 Employees shall be compensated for work performed in accordance with the schedule of basic rates of pay as set out in the Wage Grid, be bound by other provisions of employment, and qualify for such benefits in accordance with the provisions set out in this Collective Agreement.
- 3.03 In the event that any law passed by the Government of Alberta, or Canada renders null and void any provisions of this Collective Agreement, the remaining provisions shall remain in full force effect for the term of the Collective Agreement.
- 3.04 Any changes deemed necessary in the Collective Agreement shall be made by mutual agreement at any time during the existence of this Collective Agreement. Such changes shall be in writing and duly signed by authorized agents of the parties.
- 3.05 Where a conflict exists between a provision contained in this Collective Agreement and the Employer's policies, regulations, guidelines, or directives covering the subject matter, the Collective Agreement shall apply.

ARTICLE 4
UNION RECOGNITION

- 4.01 The Employer recognizes the Alberta Union of Provincial Employees as the sole and exclusive collective bargaining agent on behalf of all Employees included in the Certificate # C2052-2022 issued by the Alberta Labour Relations Board as may be amended from time to time.
- 4.02 No Employee shall be required or permitted to make any written or verbal agreement which may conflict with the terms of this Agreement.
- 4.03 Persons whose jobs are not in the bargaining unit shall not perform bargaining unit work, except for purposes of instruction training, in an emergency, or due to unforeseen short-term circumstances, and provided that the act of performing the aforementioned work does not displace any bargaining unit employee or reduce the hours of work or pay of any Employee. An emergency is defined as any unexpected situation that arises that prohibits the Employer from providing the normal standard of service or endangers the well-being of the residents.
- 4.04 All correspondence between the parties shall be between designated representatives of the Employer and designated representatives of the Union. Both parties shall advise each other, in writing, of the names of their representatives.
- 4.05 Any Union activities or meetings on Employer time or on Employer property require prior permission of the Site Leader, or their designate.
- 4.06 The Employer shall provide bulletin boards to be placed in reasonably accessible locations which the Union shall post its notices of meetings and other such notices, which may be of interest to Employees. The Union shall not post notices which are objectionable to the Employer and the Union agrees to remove material from the Union bulletin board which the Employer considers objectionable if such is posted it may be removed by the Employer.
- 4.07 The Employer shall provide a space on each unit/floor for an information binder to be kept, where the Union will post notices of meetings and other such notices which may be of interest to Employees. It is not the intention of the Union to post anything objectionable to the Employer if such is posted it may be removed by the Employer.
- 4.08 The Employer shall advise new Employees of the fact that a Collective Agreement is in effect.
- 4.09 Employees can wear one (1) Union lapel pin during working hours provided it does not interfere with Employees ability to carry out their duties of Employment in a safe manner and accordance with Occupational Health and Safety.
- 4.10 The Employer agrees the Chapter Chairperson shall be given the opportunity to present to new Employees for up to thirty (30) minutes at all general employee orientations organized by the Employer. The Employer will notify the Chapter Chairperson when new Employee orientation has been scheduled.
- 4.11 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 Union or at the Union orientation. The printing of the Collective Agreement will be processed at the AUPE Headquarters unionized print shop.

ARTICLE 5
UNION MEMBERSHIP AND DUES DEDUCTION

- 5.01 All Employees have the right:
- (a) to be members of the Union and to participate in its lawful activities;
 - (b) to bargain collectively with the Employer through the Union.
- 5.02 (a) All Employees shall be required to pay Union dues. Consistent with the payroll system of the Employer, the Union will advise the Employer of the amount of its membership dues. The Employer shall deduct from the base earnings (exclusive of overtime, differentials, and premiums) of Employees covered by this Collective Agreement an amount equal to the monthly Union dues in a manner in keeping with the payroll system in effect for the Employer. In all instances such deductions shall be forwarded to the Secretary-Treasurer of the Union not later than the fifteenth (15th) day of the following month in which the dues were deducted.
- (b) Particulars identifying each Employee in a printed form showing the Employee name, last known address, home phone number (if available), base earnings for the period, Employee status and position, current deduction, and year to date deductions on which the dues are computed shall be provided monthly together with the amount deducted from each Employee. If any information is not in possession of the Employer, it will not be required to be provided.
- 5.03 Where the Employer's management information system permits and where the Employer agrees, the remittance of Union dues shall be by direct deposit to the Union's bank account.
- 5.04 The Union shall advise the Employer, in writing, of any change in the amount of dues to be deducted from the Employees covered by this Collective Agreement. Such notice shall be communicated to the Employer at least thirty (30) days prior to the effective date of change.
- 5.05 The Employer will record the amount of individual dues deducted on T-4 slips issued for income tax purposes.

ARTICLE 6
UNION STEWARDS

- 6.01 Union Stewards are representatives of the Employees in all matters pertaining to this Agreement, particularly for the purpose of processing grievances and of enforcing bargaining rights and any other rights of the Employees under this Collective Agreement. Where it becomes necessary for a Union Steward to leave their job for this purpose, they will request time off from the Employee's immediate supervisor and provide the supervisor with as much advance notice as possible. A Union Steward shall not suffer any loss of pay for time spent performing their duties as provided in this Collective Agreement.
- 6.02 A list of Union Stewards shall be supplied by the Union to the Site Leader. The Site Leader shall be advised in writing of any change to this list. The list shall be updated by the Union annually.
- 6.03 No individual Employee or group of Employees shall undertake to represent the Union at meetings with the Employer without proper authorization of the Union.
- 6.04 Employees shall have the right to request the assistance of a Union Steward or Union Representative when dealing with issues arising from the interpretation or application of this Collective Agreement.

ARTICLE 7

MANAGEMENT RIGHTS

- 7.01 The Employer retains all rights not specifically limited by this Collective Agreement.
- 7.02 Without limiting the generality of the foregoing, the AUPE acknowledges that it shall be the exclusive right of the Employer to operate and manage its business, including the right to:
- (a) maintain and improve order, discipline, efficiency and to make, alter, and enforce rules and regulations to be observed by an Employee, which are not in conflict with any provision of this Collective Agreement;
 - (b) direct the working force and to create new classifications and work units and to determine the number of Employees, if any, needed from time to time in any work unit or classification and to determine whether or not a position, work unit, or classification will be continued or declared redundant;
 - (c) determine schedules and the means of performing work and the number of hours worked, start and end times, which are not in conflict with any provision of this Collective Agreement;
 - (d) hire, promote, transfer, layoff and recall Employees;
 - (e) demote, discipline, suspend or discharge for just cause.

ARTICLE 8
RESPECTFUL WORKPLACE

- 8.01 The Employer, Union and Employees are committed to supporting an abuse and harassment free work environment that promotes a culture of trust, dignity and respect.
- 8.02 The Employer, Employee and the Union agree to abide by the *Alberta Human Rights Act*. There shall be no discrimination, restriction or coercion exercised or practiced in respect of any Employee by either Party by reason of age, race, colour, place of origin, ancestry, political or religious belief, gender, gender expression, gender identity, sexual orientation, family status, source of income, physical or mental disability nor by reason of membership or non-membership or activity in the Union nor in respect of an Employee's or Employer's exercising any right conferred under this Collective Agreement or any law of Canada or Alberta.
- 8.03 Harassment is inappropriate, unwelcome, or coercive behaviour in the workplace based on one (1) or more of the grounds which occurs by one (1) individual towards another, where the behaviour is known, or reasonably ought to be known, to be unwanted or unwelcome. Harassment may be a single or series of incidents and may take verbal, written, graphic, or physical forms (inclusive of cyber contact).
- 8.04 The Employer shall maintain current policies intended for the workplace is free from harassment, abuse, and discrimination. Should the Employer need to make significant changes, or modify the policy, the Occupational Health & Safety Committee will be notified, and a meeting will be held forthwith.
- 8.05 The Parties are committed to engage in informal discussion between Employees and their supervisor, between Employees and their colleagues, and between the Union and the Employer, with the intent that problems and concerns be resolved without recourse to formal complaint.
- 8.06 As part of the informal resolution, an Employee who has a complaint of workplace violence, discrimination, bullying or harassment has a responsibility to document the incident and advise the offender that their actions are unwanted and improper. If the Employee is uncomfortable or feels intimidated about confronting the offender, the Employee shall contact their immediate supervisor, manager, or Union Representative for assistance.
- 8.07 When an incident of workplace harassment or discrimination is alleged, it shall be investigated in accordance with the Employer Harassment policy in an objective, timely and sensitive manner. Investigations will be concluded within thirty (30) from the date of the complaint unless documented circumstances warrant an extension.
- 8.08 The Site Leader or designate shall ensure that the complainant and respondent are informed in writing at the conclusion of the harassment or discrimination investigation, this will include if the allegation was founded or unfounded.
- 8.09 The Employer will not tolerate any form of retaliation against an Employee who, in good faith, makes a complaint of harassment or discrimination.
- 8.11 Nothing in this Article prevents an Employee from filing a grievance or a complaint under the *Alberta Human Rights Act*.

ARTICLE 9
PROBATIONARY PERIOD & ORIENTATION

- 9.01 A new Employee shall serve a single probationary period of five hundred (500) hours worked, for each period of continuous employment not interrupted by termination or dismissal.
- 9.02 The probationary period may be extended, in consultation and subsequent written agreement with the Union for a period up to an additional two hundred and fifty (250) hours. An extension requires written notice with reasons for the extension to the employee.
- 9.03 During the probationary period, the Employer may only terminate an employee acting in good faith, and only after fair and appropriate consideration.
- 9.04 The Employer shall provide a reason for the dismissal or termination to the Employee. The Employee shall have recourse to the grievance procedure set out in Article 30.
- 9.05 During the Probationary Period, an employee shall accrue sick leave and vacation entitlement benefits but shall not be entitled to use such benefits until the successful conclusion of the probationary period.
- 9.06 Employees who terminate their employment and are rehired within six (6) months shall not serve a probationary period.
- 9.07 Orientation
- The Employer shall provide a paid orientation of three (3) complete shifts for new employees. If an Employee regularly scheduled to the work night shift or provides availability for night shifts they shall be provided an additional paid orientation of two (2) complete night shifts. Additional orientation requested by an Employee will not be unreasonably denied.

ARTICLE 10
SENIORITY

- 10.01 The seniority date for a Regular Employee shall be the date on which their offer letter was dated. A casual or temporary employee that becomes a Regular Employee shall have their seniority backdated to the date on their original letter of offer including all continuous service prior to certification.
- 10.02 Seniority shall not apply during the probationary period however once the probationary period has been completed seniority shall be credited from the seniority date established pursuant to Clause 10.01.
- 10.03 Seniority shall be considered in determining:
- (a) preference of vacation time in Article 19 Annual Vacation.
 - (b) layoffs and recalls, subject to the provisions specified in Article 26: Layoff, Recall.
 - (c) promotions and transfers and in filling vacancies within the bargaining unit subject to the provisions specified in Article 11: Job Postings Appointments, and Vacancies.
 - (d) the selection of available rotations by Regular Employees on a unit affected by a new shift schedule that does not change an Employee's full-time equivalency (FTE).
 - (e) overtime shifts authorized by the Employer.
- 10.04 An Employee shall lose their seniority and forfeit all rights and the Employer is under no obligation to rehire when the Employee:
- (a) resigns or retires,
 - (b) is discharged for just cause,
 - (c) overstays their authorized leave of absence without written permission unless a reason satisfactory to the Employer is provided, or
 - (e) fails to reply to a recall notice within five (5) days of its receipt pursuant to Article 26.
- 10.05 The Employer will maintain a bargaining unit-wide seniority list. The seniority lists shall be listed in order of seniority in descending order by classification, it will be updated and posted on the Union bulletin board and in the Union information binders not less frequently than every six (6) months. The seniority lists will include an employee's name, classification, full-time equivalent (FTE), seniority date, and date of hire of each Regular Employee and Casual Employee in the bargaining unit in chronological order.
- 10.06 A copy of the seniority lists will be provided to the Chapter Chairperson following posting. The Union will have two (2) months in which to take issue with the seniority lists, otherwise, the seniority lists will be deemed to be correct. Should a difference arise regarding an Employee's seniority, the Parties shall exchange information necessary to establish accurate seniority. Where an Employee's information is satisfactory to the Employer, the seniority date shall be amended accordingly.
- 10.07 In the event two (2) or more employees have the exact same starting date, seniority of the affected employees shall be determined by a numerical lottery drawing done by the Employer, and witnessed by the Chapter Chairperson or designate and a

Union Representative.

ARTICLE 11
JOB POSTINGS, APPOINTMENTS AND VACANCIES

11.01

Postings

When a new full time, part time or temporary position is created or when a full time or part time vacancy occurs in any position covered by this Collective Agreement intended to be filled such position or vacancy shall be posted for not less than seven (7) calendar days in advance of making an appointment. A copy of all posting shall be forwarded to the Chapter Chairperson.

The posting shall contain the following information

- (a) qualifications and/or competencies required;
- (b) employment status;
- (c) closing date and time
- (d) classification;
- (e) range of rate of pay;
- (f) if a temporary position, the anticipated duration of such position; and
- (g) Full Time Equivalency (FTE);
- (h) designated floor or unit on initial assignment (for information purposes only).

11.02

Until the vacancy is filled, the Employer may fill the vacancy, with part-time, temporary, or casual Employees.

11.03

Applications

Applications for vacancies shall be in writing according to the procedures established by the Employer.

11.04

Selection

When making transfers and filling vacancies within the bargaining unit, the appointment shall be made based on the seniority of the Regular Employees who have applied for the vacant position in accordance with Clause 11.03. However, if an employee has been disciplined in the prior eighteen (18) months the Employer reserves the right to bypass their application.

Order of consideration will be as follows:

- (a) Applicants from the bargaining unit at Silverado Seniors Village Partnership.
- (b) External applicants.

11.05

An Employee who is transferred before completing their probationary period shall complete the initial probationary period in the new position.

11.06

The name of the Employee who is appointed to fill a vacancy shall be posted for not less than eight (8) calendar days. The Chapter Chairperson shall be informed in writing of the name and competition number for the successful applicant within five (5) calendar days of the appointment.

11.07

If the successful candidate filling a vacancy is an internal candidate, the transferred Employee may be required to serve a trial period of three (3) months, in which to demonstrate the ability to fill the new position satisfactorily. The trial period may

be extended by the number of working hours absent for any reason during the trial period. During the trial period, the Employee may:

- (a) return to the Employee's former position, at the Employee's request; or
- (b) be returned to the Employee's former position at the Employer's direction.

11.08 The foregoing provisions shall be waived and inoperative when placement of an Employee in a job within the bargaining unit is effected to accommodate an Employee as required by law or requested by the Workers' Compensation Board to provide a period of rehabilitative work experience.

11.09 A Regular Employee who applies for and is successful on a temporary posting shall maintain their status as a Regular Employee. A Casual Employee who applies for and is successful for a temporary position shall receive all entitlements applicable to a Temporary Employee. At the completion of the temporary term, the Regular Employee shall return to their former position. At the completion of their temporary term, the Casual Employee shall resume the normal terms and conditions of employment applicable to a Casual Employee.

ARTICLE 12
HOURS OF WORK

- 12.01 Regular hours of work, exclusive of meal periods shall be:
- (a) In the case of Licensed Practical Nurses, up to seven point seven five (7.75) hours per day. A full-time position (1.00 FTE) shall be thirty-eight point seven five (38.75) hours per week averaged over length of their rotation.
 - (b) In the case of Health Care Aides, up to seven point five (7.50) hours per day. A full-time position (1.00 FTE) shall be thirty-seven point five (37.5) hours per week averaged over length of their rotation.
- 12.02 Regular hours of work shall be deemed to:
- (a) include, as scheduled by the Employer, either
 - (i) two (2) paid rest periods of fifteen (15) minutes during each full working shift of seven point five (7.5) hours or seven point seven five (7.75) hours; or
 - (ii) one (1) paid rest period of thirty (30) minutes during each full working shift of seven point five (7.5) hours or seven point seven five (7.75) hours;the alternative to be applied shall be at the discretion of the Employer.
 - (b) include as scheduled by the Employer, one (1) paid rest period of fifteen (15) minutes during each working day on which the Employee works in excess of three (3) hours;
 - (c) include one (1) unpaid meal period of thirty (30) minutes to be scheduled by the Employer during each working day on which the Employee works five (5) hours or more.
- 12.03 Rest Periods
- All Employees shall be permitted one (1) fifteen (15) minute rest period during each period of three point seven five (3.75) hours of work.
- If an Employee is recalled to duty during their paid rest break, they shall be given a full paid rest break later in their shift, or, where that is not possible, be paid for the break at time and one half (1.5X) the Employee's Basic Rate of Pay.
- 12.04 Meal periods
- All Employees shall be permitted one thirty (30) minute unpaid meal period during all shifts five (5) hours or more.
- (a) The unpaid meal break shall be granted to all Employees at approximately the midpoint of each shift, where practical.
 - (b) If an Employee is required to work or is recalled to duty during their meal period, including being directed to carry the emergency portable phone, they shall be given a full meal break later in the shift, or they shall be paid at time and one half (1.5X) their Basic Rate of Pay for the full meal period.
- 12.05 Except in cases of emergency or by mutual agreement between the Employee and the Employer, shifts scheduled shall provide for:
- (a) at least fifteen and one half (15 1/2) hours off duty between shifts;
 - (b) at least two (2) consecutive days off;

- (c) at least two (2) weekends in a four (4) week period;
- (d) not more than five (5) consecutive scheduled days of work.

12.06 The shift patterns which may be available are:

- (a) permanent days.
- (b) permanent evenings.
- (c) permanent nights.

12.07 The Employer, in scheduling shifts, shall take into consideration an Employee's request for certain shift schedules, subject to the requirements of this article.

12.08 When an Employee reports for work as scheduled and is directed by the Employer to leave the Employee shall be compensated for the inconvenience by a payment equivalent to four (4) hours pay at their basic rate of pay or for the hours worked, whichever is greater.

12.09 On the date 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.

12.10 Optional scheduling provisions may be mutually agreed to in writing between the Employer and the Union.

12.11 Posting of Shift Schedules

The shift schedules will be posted on the notice board, at least four (4) weeks prior to the effective date of the schedule. When a change is made in the shift schedule by the Employer, the Employee shall be informed and when the change is made with less than fourteen (14) calendar days' notice the Employee shall be paid at time and one half (1.5X) their rate of pay for the first shift of the changed shift schedule.

12.12 Shift Exchanges

- (a) Regular Employees may exchange shifts among themselves, provided that:
 - (i) the exchange is agreed to, in writing, between the affected Employees using the designated employee shift exchange form; and
 - (ii) prior approval of such exchange has been given by the Scheduler or designate.
 - (iii) and there is no additional cost to the Employer.
- (b) Where such a request is made in writing, the Employer's reply shall also be in writing.
- (c) Such exchange shall be recorded on the shift schedule.
- (d) Such exchange shall not be deemed a violation of the provisions of this Collective Agreement.

ARTICLE 13
OVERTIME

- 13.01 Overtime is all time authorized by the Employer or designate and worked by an Employee in excess of:
- (a) seven point seven five (7.75) hours per day for Licensed Practical Nurses or seventy-seven point five (77.5) hours in a bi-weekly period; and
 - (b) seven point five (7.5) hours per day for Health Care Aides or seventy-five (75) hours in a bi-weekly period.
- 13.02 The overtime rate of time and one half (1.5X) for the first four hours and double time (2X) thereafter.
- 13.03 The Employer shall designate an individual who may authorize overtime. The Employer shall not unreasonably deny authorization after the fact for overtime worked where such overtime arises because of an unforeseeable circumstance in which it is impossible to obtain prior authorization.
- 13.04 Overtime shall first be offered by seniority to Full-time Employees, then Part-time Employees, then to Casual Employees, on a fair rotational basis who are available within the same classification.
- 13.05 Overtime may be accumulated and taken in time off at a mutually acceptable time at the applicable overtime rate. Such accumulation shall not exceed forty (40) hours. Time off not take by the last pay period of March in any given year shall be paid out unless otherwise mutually agreed by the Employee and Employer.
- 13.06 No Employee may waive their entitlement to overtime.
- 13.07 Rest Period and Meal Period
- An Employee required to work more than one (1) hour overtime shall be provided with a fifteen (15) minute rest period. Where overtime of three point eight seven five (3.875) hours of work or more is required, the Employer shall provide a one half (1/2) hour meal period without pay.
- 13.08 Casual Employees
- Except for Clause 13.05, this Article shall apply to Casual Employees.

ARTICLE 14
WAGES

- 14.01 The basic rates of pay as set out in the Wage Grid are applicable to all Employees covered by this Collective Agreement.
- 14.02 (a) A Full-time Employee shall be entitled to one (1) increment on the salary grid upon the completion of one thousand nine hundred and fifty (1,950) hours of work with the Employer, exclusive of overtime.
- (b) Part-time, Temporary and Casual Employees shall be entitled to one (1) increment on the salary grid upon the completion of one thousand nine hundred and fifty (1,950) hours of work with the Employer, exclusive of overtime.
- 14.03 When an Employee is transferred to a classification with a higher rate of pay, the Employee shall be advanced to the start rate of such higher classification, except where that start rate is lower than the Employee's existing Basic Rate of Pay. In the latter case, the Employee shall be advanced to the next higher increment for the higher classification.
- 14.04 When an Employee voluntarily transfers to a classification with lower rate of pay their hourly rate of pay shall be adjusted immediately to the basic rate of the lower rated classification.
- 14.05 An Employee whose position is reclassified to one with a lower Basic Rate of Pay, through no cause of the Employee's own, shall continue to receive the Employee's previous Basic Rate of Pay until the Basic Rate of Pay for the lower paid classification is equal to or greater than the Employee's previous Basic Rate of Pay, or for a period of twelve (12) months, whichever is earlier, at which time the Employee will then receive the Basic Rate of Pay for the classification to which the position is allocated.
- 14.06 Should the Employer find it necessary to create a new classification during the life of this Collective Agreement, consultation will occur with the Union with respect to the classification and rate of pay.
- 14.07 New Classifications
- (a) When a new classification is created under Clause 14.05, for which there is no pay scale in this Collective Agreement, the Employer may establish a pay scale and agrees to give written notice to the Union of the new classification and the pay scale for such classification within twenty (20) calendar days.
- (b) The Union may contest the pay scale by sending written notice to the Employer not later than twenty (20) calendar days from the date of the Employer's notice. Should the Union not provide the Employer with notice within these twenty (20) calendars day time limit, the Union shall not refer the matter to Arbitration in Clause 14.06(c).
- (c) Should the Parties, through discussion and negotiations, not be able to agree to the pay scale, the Union may, within sixty (60) calendar days of the date the new classification was created, refer the salary scale to Arbitration pursuant to Clause 32.06. Should the Union not refer the matter to Arbitration within these sixty (60) calendars day time limit, the Employer's final position shall be implemented.
- (d) If the pay scale is amended as a result of negotiations or arbitration, the

amended pay scale shall be effective from the date the Union received notice from the Employer of the new classification.

14.08 Recognition of Previous Experience

Effective upon ratification of the Agreement, when an Employee who has experience satisfactory to the Employer, the Employee's starting salary will be adjusted as follows:

- (a) All Employees previous experience shall be recognized on a pro-rata basis with one (1) year of experience recognized for each one thousand nine hundred and fifty (1,950) paid hours in the qualifying period, exclusive of overtime; and
- (b) Partial years of experience and experience prior to a two (2) year lapse in comparable employment will not be recognized in the calculation previous experience by the employer.

In order for previous experience to be considered by the Employer, it shall be the responsibility of the newly hired Employee to provide to the Employer proof of recent relevant experience. If they fail to do so within thirty (30) days two of their date of hire, they will not be entitled to the recognition of previous experience.

14.09 Re-Employment

Employees who terminate employment from the Employer and are re-employed will be placed at the same increment on the salary scale upon re-employment provided:

- (a) they are re-employed into exactly the same classification that they held prior to termination;
- (b) that their re-employment is within one (1) year of their prior termination.

14.10 Overpayment

Should the Employer issue an Employee an overpayment of wages and / or entitlements, then the Employer may make the necessary monetary or entitlement adjustments and take such internal administrative action as is necessary to correct such errors. The Employer shall notify the Employee in writing that an overpayment has been made and discuss repayment options.

By mutual agreement between the Employer and the Employee, repayment arrangements shall be made. In the event mutual agreement cannot be reached, the Employer shall recover the overpayment by deducting up to ten percent (10%) of the Employee's gross earnings per pay period following written advisement to the Employee.

14.11 Underpayment

Should the Employer issue an Employee an underpayment of wages and/or entitlements, then the Employer shall make the necessary monetary or entitlement adjustments. If the amount of the underpayment is in excess of one hundred dollars (\$100.00), the full amount will be paid to the Employee within three (3) working days. If the amount of the underpayment is less than one hundred dollars (\$100.00), the full amount will be paid on the subsequent pay period.

ARTICLE 15
SHIFT DIFFERENTIAL AND WEEKEND PREMIUM

15.01 Shift Differential

(a) Evening

Date of ratification a shift differential of three dollars and fifty cents (\$3.50) per hour will be paid to an Employee for all hours worked between fifteen hundred (1500) hours to twenty-three hundred (2300) hours.

(b) Night

Date of ratification a shift differential of four dollars and fifty cents (\$4.50) per hour will be paid to an Employee for all hours worked between twenty-three hundred (2300) hours to zero seven hundred (0700) hours.

15.02 Weekend Premium

An Employee shall be paid, in addition to the Employee's basic rate of pay and any shift differential to which they may be entitled, a weekend premium of four dollars (\$4.00) per hour for all hours worked between fifteen hundred (1500) hours Friday and zero seven hundred (0700) hours Monday.

15.03 To be eligible for payment of shift differential, an Employee must work at least thirty (30) minutes between fifteen hundred (1500) hours to zero seven hundred (0700) hours.

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

15.05 Where, applicable, an Employee shall be eligible to receive both Shift Differential and Weekend Premium.

ARTICLE 16
OTHER COMPENSATION

16.01 Charge Pay

Effective upon ratification, where the Employer designates a Licensed Practical Nurse to be the Charge Nurse for the Site, they shall be paid an additional one dollar and fifty cents (\$1.50) per hour.

16.02 Preceptor Pay

Preceptor shall mean a Licensed Practical Nurse or a Health Care Aide who is assigned by the Employer to supervise, educate and evaluate students in an educational program, or any other Eligible Program.

A Licensed Practical Nurse assigned by the Employer in writing to act as a Preceptor for students in the Licensed Practical Nurse program or any specialized practice education or training programs, as recognized by the College of Licensed Practical Nurses of Alberta shall receive an additional dollar (\$1.00) per hour on each bi-weekly pay period.

A Health Care Aide assigned by the Employer in writing to act as a preceptor to a student in a recognized Health Care program shall receive an additional dollar ~~and fifty~~ (\$1.00) per hour on each bi-weekly pay period.

16.03 Professional Registration Fees (LPN's)

The Employer will reimburse Employees who, at the beginning of their next registration year, have active registration in the College of Licensed Practical Nurses of Alberta (CLPNA), upon proof of registration, the Employer will reimburse registration fees up to a maximum of two hundred and fifty (\$250.00) dollars for all Regular Full and Part time employees working at least a point five (.5) FTE, as of December 1 in each calendar year and has active registration with the Professional College at the beginning of the each calendar year shall receive full reimbursement for their registration.

ARTICLE 17
RESIGNATION

- 17.01 An Employee shall provide to the Employer where possible twenty-eight (28) calendar days' notice, and shall, in any case, provide the Employer with fourteen (14) calendar days' notice of their desire to resign from their employment. An Employee shall not be granted vacation leave during the notice period unless vacation leave has been previously approved.
- 17.02 Subject to an Employee's written request after they have provided resignation notice pursuant to Clause 17.01, the Employer will provide a letter of portability prior to the last date of Employment, which will confirm date of hire, date of resignation and the total number of hours worked in that period.

ARTICLE 18
NAMED HOLIDAYS

18.01 (a) The following Named Holidays will be observed as Statutory Holidays:

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

And all general holidays proclaimed by the Municipality or the Government of Alberta or Canada except general holidays which are defined for specific sectors of the municipality or the Government of Alberta or Canada.

18.02 Qualifying for Named Holiday Pay

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

- (a) Have been employed for thirty (30) days during the preceding twelve (12) months;
- (b) Work their scheduled shift immediately prior to and immediately following the holiday except where the Employee is absent for reasons acceptable to the Employer; and
- (c) Work on a Named Holiday when scheduled except where the Employee is absent for reasons acceptable to the Employer.

18.03 Employees on layoff status, maternity leave, parental leave, adoption leave, Workers' Compensation or on sick leave on the date of the recognized holiday are not entitled to Named Holiday Pay.

18.04 Named Holiday Pay

Except as modified by 18.04 (d) below a Regular Employee obliged to work on a Named Holiday shall be paid for all hours worked on the Named Holiday at one and one-half times (1 1/2X) the Employee's basic rate of pay, plus;

- (a) Payment for such day at the employee's basic rate of pay;
- (b) A day with pay may be banked, upon written request, to a maximum of 3 banked named holidays.

18.05 Named Holiday While on Vacation

When a Named Holiday falls during an Employee's annual vacation, such holiday may, by mutual agreement, be added to the vacation period, or the alternate day off shall be dealt with as set out in Clause 18.04.

18.06 Named Holiday on Day Off

When a Named Holiday falls on a day that would otherwise be an Employee's regularly scheduled day of rest, the Employee shall receive an alternate day off as outlined in Clause 18.04.

18.07 Temporary and Casual Employees

- (a) On each pay cheque, Temporary and Casual Employees shall be paid, in addition to their earnings, four point eight (4.8%) of their earnings in lieu of Named Holiday benefits.
- (b) Temporary and Casual Employees who are required to work on a Named Holiday shall be paid at one and one-half times (1 1/2X) for all hours worked on the Named Holiday.

18.08

Requests for leave without pay on religious holidays will be considered, provided adequate notice of the request is given, the employee making the request shall have access to other banked leaves, subject to operational requirements.

ARTICLE 19
ANNUAL VACATION

19.01 During each year of continuous service in the employ of the Employer, a Full-Time Employee shall earn entitlement to a vacation with pay. The rate at which vacation entitlements are earned shall be governed by the total length of such service as follows;

Effective upon ratification, the rate at which vacation entitlements are earned shall be governed by the total length of such service as follows:

<u>Years of Continuous Employment</u>	<u>% of Earnings</u>
1 to 2 years	4% of regular pay
3 to 5 years	6% of regular pay
6 to 14 years	8% of regular pay
15 years and over	10% of regular pay

19.02 Part-Time Employees are entitled to vacation time as set out in Clause 19.01 on a pro-rated basis in accordance with the following formula;

$$\begin{array}{ccccccc} \text{Hours worked at} & & \text{The applicable} & & \text{Number of hours of} \\ \text{the base rate of pay} & \times & \text{\% outlined} & = & \text{paid vacation time to be} \\ & & \text{above} & & \text{taken} \end{array}$$

19.03 An Employee shall be granted the vacation period preferred by the Employee at such time as may be mutually agreed by the Employer and the Employee. Employees shall be entitled to take their vacation in one unbroken period. The granting of vacation period is subject to operational requirements.

19.04 (The Employer shall post ~~two~~ (2) a vacation schedule planner each year. The planner will be posted by March 1st and where an Employee submits their vacation preference by March 31st of that year, the Employer shall indicate approval or disapproval of that vacation request by April 15th of the same year.

Where two (2) or more Employees have requested the same vacation period preference and through consultation a compromise cannot be reached preference will be given to the Employee with the most seniority. Vacation approval will be given on a first come first serve basis for vacation request outside of the planners. The Employer shall indicate approval or disapproval of vacation request outside of the planner within ten (10) calendar days of the request being submitted.

19.05 An Employee shall have the right to utilize vacation credits provided the utilization does not exceed the total vacation earned by the Employee at the time of taking the vacation.

19.06 Employees are encouraged to use their vacation entitlement in the calendar year in which they are accrued. Employees may carry forward five (5) days of accrued vacation into the following year. They are required to utilize all other accrued vacation credits before the end of each year – December 31st. Any unused vacation credits beyond ten (10) days will be paid out on a separate cheque by January 31st.

19.07 An Employee may be permitted to carry forward an additional portion of unused

vacation to the next year upon approval from the Site Leader. A request to carry forward unused vacation credits shall not be unreasonably denied.

- 19.08 An Employee who resigned or whose service is terminated shall receive vacation pay in lieu of all vacation earned but not taken.
- 19.09 No Employee may continue to work and draw vacation pay in lieu of taking their vacation.
- 19.10 Only those hours paid at the basic rate of pay and on a Named Holiday will be recognized for the purpose of determining vacation pay.

ARTICLE 20
BENEFITS

20.01

Employees employed for a full-time equivalent of zero point five (0.50) or greater are eligible for benefits. Providing a Full-Time or Part-Time Employee meets the qualifying periods of employment for coverage and meets any other requirements for participation as determined by the Employer or the insurer, for the benefits listed below.

The Employer agrees to pay a total of sixty five percent (65%) of the total cost of the premiums and the employee shall pay thirty-five (35%) percent.

Basic Life	<ul style="list-style-type: none"> - Two times your annual earnings payable to assigned beneficiary - Non-Taxable benefit / Employee pays 100% - Accidents and illness covered - Coverage is 24 hours / day 365 days / year - No limitations or exclusions - Reduce to 50% at age 65 and cancels at age 70
Dependent Life	<ul style="list-style-type: none"> - Spouse \$10,000 - Child \$5, 000 (from live birth to age 21 / 25) - Accidents and illnesses covered - Non-Taxable benefit / Employee pays 100% - Coverage is 24 hours / day 365 days / year - No limitations or exclusions - Terminates at employee's age 70
AD&D	<ul style="list-style-type: none"> - Doubles the Basic Life Benefit if death is due to an accident - Partial benefits paid for loss or "loss of use" of limbs - Non-Taxable benefit / Employee pays 100% - Coverage is 24 hours / day 365 days / year - Excludes self-inflicted, suicide, war, military personnel, flight member - Reduces to 50% at age 65 Terminates at age 70
Long Term Disability	<ul style="list-style-type: none"> - 66.67% of the first \$3,000 of monthly earnings, plus 55% of the next \$3,000, plus 50% of the excess - Non-Taxable benefit / Employee pays 100% - Benefit starts after 26 weeks - Benefit payable until the earlier of recovery or age 65 - Accident and illness are covered - Coverage is 24 hours / day 365 days / year - Work and non-work-related injuries are covered

	<ul style="list-style-type: none"> - Benefit reduced by CCP and WCB - Coverage terminates at age 65
Prescription Drugs	<ul style="list-style-type: none"> - Pay Direct Drug Card - 80% coverage - No Deductible - Unlimited maximum - Prescription Drugs require a prescription to be covered - Non-prescription life sustaining drugs are covered - Generic drug limitation - Oral Contraceptives covered - Sexual dysfunction drugs, obesity, smoking cessation and/or fertility medications non covered - Benefit terminates at age 70
Extended Health Care	<ul style="list-style-type: none"> - No annual deductible - 80% coinsurance for Semi-Private hospital - 100% coinsurance Out of Country Medical Emergency Travel - 80% coinsurance for Ambulance, Nursing (\$25,000/yr), foot orthotics (\$300/24mths), braces, hearing aids (\$1,000/5yrs), diabetic supplies, most other medical services & supplies, etc. - 80% for Physiotherapy, Chiropractor, Psychologist, Masseur, Acupuncture, Podiatrist, Speech Therapist, Naturopath, Osteopath, Chiropodist, Social Worker, to \$750 per year per practitioner per person. - Benefit terminates at age 70
Vision Care	<ul style="list-style-type: none"> - Eyeglasses, lenses, frames, contact lenses and laser eye surgery up to \$225 every 24 months for adults and up to \$225 every 12 months for children - Eye exams up to \$75 every 24 months for adults and up to \$75 every 12 months for children - Benefit terminates at age 70
Dental Care	<ul style="list-style-type: none"> - No annual deductible - \$1,000 annual maximum - Preventative at 80% coverage (check-ups, cleanings, x-rays) - Minor Restorative at 80% (fillings, extractions) - Endo/Perio at 80% (root canals, gum disease) - Major Restorative at 50% (crowns, caps, bridges, dentures) - One checkup every 6 months - Benefit terminates at age 70

- 20.02 For all Employees eligible for benefits in accordance with clause 20.01.
Effective upon ratification the sum of three hundred fifty (\$350) dollars per year of each benefit eligible Employee shall be allocated by the Employer to a Health Care Spending Account.
- 20.03 The provisions of the insurance policies and the plans as amended from time to time by the Employer or the insurance carrier shall govern with respect to eligibility for participation, premiums paid, and benefits provided. These documents shall not be considered part of or considered incorporated into the Agreement, nor shall the Employer be considered an insurer.
- 20.04 The Employer will provide the Union with copies of the plan text for any benefit provided in this Article at the onset of collective bargaining and within thirty (30) days following any changes to the plan text. This includes, but is not limited to: Prescription Drugs, Dental Plan, Group Insurance and Long-Term Disability Plan.
- 20.05 The Employer shall have meaningful consultation with the Union and reserves the right to adjust the Benefit Plan from time to time as needed as long as coverage remain equal or superior.
- 20.06 This Article shall not apply to Casual Employees. Temporary Employees are entitled to benefits under this Article after six (6) months of completed service.

ARTICLE 21
SICK LEAVE

- 21.01 Sick Leave shall be provided to permanent Full-time and Part-time Employees for illness, quarantine by a Medical Officer of Health, or because of an accident for which compensation is not payable under the Workers' Compensation Act.
- 21.02 (a) After an Employee has completed the probationary period, the Employee shall be allowed a credit for sick leave computed from the date of employment at the rate of one (1) working day for each full month of employment up to a maximum of twelve (12) working days per year. Employee shall carry forward the unused portion of accrued sick leave for one year to a maximum of forty-eight (48) working days.
- (b) Employees shall not be entitled to apply sick leave credits prior to the completion of the probationary period.
- (c) Sick leave credits shall not accrue during any period of sick leave more than thirty (30) calendar days.
- 21.03 Subject to Clauses 21.01, 21.02 an Employee granted sick leave shall be paid at the Employee's basic rate of pay for regularly scheduled hours absent due to illness, and the number of hours thus paid shall be deducted from the Employees accumulated sick leave credits up to the total amount of their accumulated credits at the time the sick leave commenced.
- 21.04 From time to time, an Employee may require a short period of absence from work with pay to attend to medical/dental appointments, which cannot be undertaken after working hours. Such hours shall be deducted from the Employee's accumulated sick leave credits. The Employer may require proof of attendance at such appointment.
- 21.05 Employees may be required to submit satisfactory proof to the Employer of any illness, non-occupational accident, or quarantine. When an Employee is required to provide a medical certificate or proof of illness they shall be advised prior to their return to work. Where the Employee must pay a fee for such proof, upon the production of a receipt for the cost, the full fee shall be reimbursed by the Employer.
- 21.06 Sick Leave while on vacation
Should an Employee, while on vacation, be hospitalized, the Employee shall be entitled to use their sick leave credits for this period, and have their vacation bank credited, for the equivalent number of days. Verification, satisfactory to the Employer, shall be required prior to this being effected.
- 21.07 Sick Leave during pregnancy
Sick leave shall be granted for the health-related portion of an Employee's pregnancy or childbirth, such leave shall only be approved following production of a medical certificate advising that there were medical reasons that prevented the Employee from doing her duties during the health-related period of her absence.
- 21.08 An Employee who has exhausted their sick leave credits during an illness, and the illness continues shall be deemed to be on leave of absence without pay or benefits except as provided in Article 21, for the duration of the illness or as provided below, whichever first occurs. The Employee shall keep the Employer advised as to when they shall be expected back to work and shall provide the Employer with

seven (7) days written notice which shall include medical documentation of readiness and fitness to return to work and:

- (a) if the Employee is capable of performing the duties of the Employee's former position they shall be reinstated by the Employer in the same position which they held immediately prior to the Employee's disability at not less than the same increment in the salary schedule and other benefits that accrued to the Employee prior to their disability;
- (b) if the Employee is incapable of performing the duties of the Employee's former position, when operationally possible the Employer will place the Employee in an available position that the Employee has the qualifications, skill and ability to perform. In such a case the Union agrees to waive the posting provisions of the Collective Agreement;
- (c) at the expiration of twenty-four (24) months from the last day of paid sick leave, if an Employee:
 - (i) is not capable of resuming work pursuant to section (a), or
 - (ii) for whom pursuant to section (b), alternate employment is not available, it shall be deemed that the employment relationship has terminated, provided that such termination is not contrary to any right conferred under this Agreement or any law of Canada or Alberta.

21.09 Upon termination of employment all sick leave credits shall be cancelled.

21.10 Temporary Employees are not eligible for sick leave benefits, unless employed in a temporary capacity with an anticipated end date of twelve (12) months or longer. Temporary Employees who qualify for sick leave benefits will be entitled to the benefits set out in Clause 21.02. Casual Employees are not entitled to sick leave.

21.11 A Physician's statement may be required, in a form acceptable to the Employer, for any absence from work by an Employee verifying the reasons for the absence, whether modified duties may be performed by the Employee, as well as a prognosis as to the Employee's return date. If an Employee is required to produce proof of illness the Employer shall cover the cost associated with obtaining such proof.

ARTICLE 22
WORKERS' COMPENSATION

- 22.01 Workers' Compensation Board coverage will be provided by the Employer for an Employee. In accordance with the *Income Tax Act*, Workers' Compensation benefits are not taxable.
- 22.02 An Employee who is unable to work as a result of a disability incurred while on duty in the service of the Employer and who qualifies for benefits in accordance to the *Workers' Compensation Act* will receive benefits directly from the Worker's Compensation Board.
- 22.03 Employees will be eligible to apply for sick leave benefits during the period of time they are waiting for the receipt of their claim for 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 their WCB benefits to the Employer on to the extent that it is required for the Employer to recover the money that was paid out for sick leave once the WCB claim has been approved.
- After the money for sick leave has been recovered from the assigned WCB benefits the Employer will then reinstate the Employee's sick leave credits to the appropriate level and, the Employee shall receive their benefits directly from the Workers' Compensation Board.
- 22.04 Employees shall not be paid sick leave benefits when they are absent from work and drawing Workers' Compensation. An Employee absent on Workers' Compensation for a period more than thirty (30) calendar days shall not accumulate sick leave credits or vacation entitlement during the period of absence.
- 22.05 Employees shall not be entitled to a compensating day off in lieu of a Named Holiday from the Employer while receiving benefits from Workers' Compensation.
- 22.06 An Employee who has been on Workers' Compensation more than thirty (30) calendar days and who is certified by the Workers' Compensation Board as fit to return to work and who is capable of performing the duties of their former position, shall provide the Employer with fourteen (14) calendar days written notice of readiness to return to work. The Employer may accommodate return to work sooner than fourteen (14) calendar days where agreeable between the Employer and the Employee.
- 22.07 The Employee shall keep the Employer informed of the progress of their condition on an ongoing basis.

ARTICLE 23
LEAVE OF ABSENCE

23.01 General leaves of absence and provisions:

- (a) The Employer, at sole discretion, may grant a leave of absence to an Employee without pay, benefits and without loss of seniority for good and sufficient cause.
- (b) Applications for a leave of absence shall be submitted in writing to the Employer as early as possible, but no less than one (1) month in advance of the intended start date of the leave of absence in order that staff substitutions may be arranged, unless there are exceptional circumstances (sudden and serious illness or injury). Applications shall indicate the date of departure on leave and the date of return. Recognizing that the primary commitment of the Employee is to the Employer, the granting of leaves of absence is subject to the approval of the Employer. Apart from exceptional circumstances the Employer will reply in writing to a request for leave of absence within seven (7) days of receipt of the request.
- (c) Sick leave entitlement, vacation entitlement and credit towards increments do not accrue during any leave of absence without pay in excess of thirty (30) calendar days. An Employees seniority dates will not be altered by virtue of a leave of absence of thirty (30) days or less, unless otherwise specified in this Article.
- (d) Employees are not entitled to Named Holidays or Named Holiday Pay with pay during any leave of absence.
- (e) Subject to approval by the Insurer(s) and the Employer, Employees on a leave of absence may request that they maintain coverage of contributory plans specified in Article 20 (Benefits), provided that the Employee makes prior arrangements to pay full premium costs of both parties in a lump sum or monthly payment. A failure to remit the payment required above will result in cancellation of benefits.

23.02 Maternity and Parental Leave

- (a) Employees who have completed ninety (90) days of continuous employment with the Employer shall be eligible for:
 - (i) Maternity Leave
Upon providing at least six (6) weeks advance written request indicating the anticipated start and return to work dates, a leave of absence without pay or benefits and without loss of seniority shall be granted to a maximum of sixteen (16) weeks within a seventy-eight (87) week period.
 - (ii) Unless otherwise specified within this Agreement, all other matters pertaining to the maternity and parental leave shall be referenced against provincial legislation governing maternity and parental leave.
 - (iii) Parental Leave
To qualify, the Employee shall be either the birth or the adoptive parent of a child. Upon at least six (6) weeks advance written request indicating the anticipated start and return to work dates, a leave of absence without pay or benefits and without loss of seniority shall be granted to a maximum of sixty-two (62) weeks within a seventy-eight (78) week

period.

- (b) In the event that a pregnant Employee requires a leave of absence for medical reasons in the early stages of pregnancy the Employee may request further leave without pay and benefits as provided by the General Leave Article.
- (c) An Employee on Maternity or Parental leave may maintain their benefits by paying the full cost of the premiums (Employee and Employer portion) while on leave. An Employee who wishes to maintain benefits under this article shall make arrangements with the Employer for the full cost of the premiums prior to commencing Maternity or Parental leave.
- (d) An Employee on Maternity or Parental leave must give the Employer at least four (4) weeks written notice of the date on which the employee intends to resume work and, in any event, must give notice no later than four (4) weeks before the end of the leave period to which the Employee is entitled to or four (4) weeks before the date on which the Employee has specified as the end of the Employee's leave period, whichever is earlier.
- (e) On return from Maternity or Parental leave, the Employee will be placed in their former regularly scheduled position, if it still exists. If the position no longer exists, such Employee will have access to the layoff and recall provisions as applicable within the Agreement.
- (f) Seniority and service will continue to accrue during the approved Maternity and Parental leave consistent with the Employee's rotation at the time the said leave commenced.

23.03

Bereavement Leave

- (a) In the event of a death in the immediate family of a Full-time or Part-time Employee, who has successfully completed their required probationary period, the Employer shall provide the following:
 - (i) Bereavement leave up to a maximum of three (3) consecutive working days with pay upon the death of a spouse, common-law spouse, fiancé, legal guardian, child, parent, or spouse's parent, step-parent, brother, sister, step-brother, step-sister, brother-in-law, sister-in-law, son-in-law, daughter-in-law, niece, nephew, step child, aunt, uncle, grandfather, grandmother, or grandchild.
 - (ii) If the Employee is required to travel in excess of three hundred (300) kilometers one (1) way to attend a funeral of a person referred to in paragraph (i) above, the Employee may request a maximum of an additional two (2) paid working days for said travel.
- (b) Upon request the Employer may extend bereavement leave in paragraph (a)(i) by up to two (2) additional days per year where extenuating circumstances warrant.
- (c) Upon request the employer may grant unpaid bereavement leave up to two (2) working days per year to attend the funeral of a close friend or relative not listed in paragraph (a)(i).

Any Employee taking leave under this Article may be required to provide, in a form acceptable to the Employer, proof of death or travel but shall not require the death certificate.

- 23.04 Jury or Crown Witness Duty
- (a) The Employer will pay an Employee their normal hourly earnings for the day(s) spent serving Jury Duty, provided proof of a subpoena for Jury Duty or proof of Jury service has been given to the Employer, and the Employee remits to the Employer the cheque they received from the Court for participating in Jury Duty or Jury Service.
 - (b) An Employee subpoenaed by the Crown as a Witness will be paid their normal hourly earnings for time spent in Court, provided the Employee provides a copy of the Crown Subpoena to the Employer, and the Employee remits to the Employer the cheque they received from the Court for serving as a Crown Witness.
- 23.05 Education Leave
- (a) The Employer may upon written request and the Employee who has completed their probationary period, grant the Employee an unpaid leave of absence for the purpose of allowing an Employee to upgrade their education provided it is related to long term care.
 - (b) The general provisions regarding leave absence in clause 23.01 apply to Education leaves of absence.
- 23.06 The Employer shall provide unpaid leaves of absence in accordance with the requirements of the Employment Standards Code, Alberta, as amended. This includes Compassionate Care Leave, Critical Illness, Death or Disappearance of a Child, Domestic Violence Leave, and Family Responsibility Leave.
- 23.07 Political Office
- (a) The Employer recognizes the right of an Employee to participate in public affairs. The Employer shall allow leave of absence without pay so that an Employee may be a candidate in federal, provincial or municipal elections.
 - (b) Applications for a leave of absence shall be submitted in writing to the Employer as early as possible, but no less than two (2) weeks in advance of the intended start date of the leave of absence in order that staff substitutions may be arranged. Applications shall indicate the date of departure on leave and the date of return.
 - (c) Employees who are elected to public office shall be allowed leave of absence without pay for a maximum of one (1) term.
- 23.08 Clauses 23.03, 23.04, 23.05, 23.06, 23.06 and 23.07 shall not apply to Temporary or Casual Employees, or Full-time or Part-time Employees on a leave of absence, sick leave, off work on disability benefits, layoff or on Workers' Compensation Benefits.

ARTICLE 24
UNION REPRESENTATIVE LEAVE

- 24.01 Where it is necessary for a Union Member to make a request for a leave of absence to perform the duties of any office of the Union, the application for leave must be made in writing to the Employer for approval. The application for leave shall be with as much notice as possible and where possible two (2) weeks' notice shall be provided.
- 24.02 The Employer shall not unreasonably withhold leave of absence for Employee's elected or appointed to represent the Union at Negotiations, Conventions, Workshops, Institutes, Seminars, Schools, or to attend meetings as a member of the Union's Provincial Executive Board or to attend to other business of the Union that may arise from time to time.
- 24.03 When leave to attend to Union Business has been approved, it shall be granted with pay. The Union agrees to reimburse the Employer for the actual salary, shift differential and premiums the Employee would have received had they been at work or the actual cost of the shift replacement, whichever is greater.
- 24.05 One (1) Employee may be elected to a Full-time position with the Union. The elected Employee shall be granted a leave of absence without pay and without loss of seniority. If permissible by the carriers, the Employee shall have the right to pay the full cost of benefits, including the Employers share during the period of such leave of absence. The time off request shall be in alignment with Clauses 24.01 and 24.03.
- 24.06 The Employer shall grant up to three (3) Employees time off to meet the Union to prepare for negotiations or to meet with the Employer during contract negotiations. The time off request shall be in alignment with Clauses 24.01 and 24.03.

ARTICLE 25
TEMPORARY EMPLOYEES

25.01 A Temporary Employee shall be covered by the terms of this Collective Agreement with the exception of:

(a) Article 26 (Layoff/Recall Procedure)

that are superseded and replaced by the following:

25.02 (a) A Temporary Employee shall not have the right to grieve the termination of the term position.

(b) The Employer shall provide at least fifteen (15) calendar days written notice of termination of their term position.

(c) An Employee occupying a temporary position shall retain their seniority and shall not have the right to grieve placement pursuant to Article 11 when no longer required in that capacity.

ARTICLE 26
LAYOFF & RECALL

- 26.01 When, in the opinion of the Employer, it becomes necessary to displace an Employee, due to a reduction of the workforce or reduction in regularly scheduled hours of work of a regular Employee, the Employer will notify Employees in writing who are to be laid off at least twenty-eight (28) calendar days prior to the date of the layoff, except that no notice is required where layoff results from emergency conditions or circumstances, including an act of God, fire, flood, or a work stoppage by Employees not covered by this Collective Agreement.
- 26.02 The Employer and the Union recognize the value of meeting prior to the layoff process occurring. The purpose of this meeting is to discuss how the process of the reduction will take place, review the current seniority list, and discuss other relevant factors the parties agree upon.
- 26.03 In determining the order of layoff, the Employer shall lay off Employees by position in reverse order of seniority provided that the remaining Employees have the qualifications to perform the available work satisfactorily.
- 26.04 No new Full-time or Part-time Employees will be hired while there are other Employees on layoff as long as laid off Employees have the qualifications, skills and ability to perform the work required and are available to do so.
- 26.05 Employees affected by layoff shall make prior arrangements for payment of the full premium of any applicable benefit plan. Failure to make arrangements for payment will result in termination of all benefits.
- 26.06 Other than the continuance of certain benefits as may be arranged under Clause 26.05 and the retention of seniority under Article 10 (Seniority), an Employee's right while on layoff shall be limited to the right to recall only as specified in Clauses 26.07 and 26.08.
- 26.07 Employees on layoff are responsible for informing the Employer of any change in address or telephone number which may be used to contact them for recall.
- 26.08 Recall Procedure
Employees shall be recalled by classification in the order of their seniority. Notice of recall shall be sent by registered mail to the Employee's last known address. The Employee must respond in writing to the notice within fourteen (14) calendar days of receipt of such notice, of their intention to either accept or decline the offer of recall.
If they do not respond to the notice, they shall lose all seniority and shall have been considered to have resigned their employment.
- 26.09 Termination of Recall Rights
The employment of an employee shall be considered terminated when the Employee does not accept recall, or has not changed their status to casual prior to the layoff end date, or has been on layoff for twelve (12) months without being recalled.
- 26.10 Severance
Commencing on the date of ratification of this Agreement, in the event of layoff resulting in permanent reductions of regular Employees, severance pay shall be paid at the rate of one week per year of continuous service, unless notice in lieu of

severance is provided.

Casual Shifts while on layoff

- 26.11
- (a) Employees on layoff shall indicate in writing on a monthly basis to the Employer their availability to work casual shifts.
 - (b) Casual shifts may be offered to Employees who have the requisite job-related skills, training, knowledge and other relevant attributes to perform the work, in the following order, except where resident care requirements are such that this order is not possible:
 - (i) Full or Part time Employees who have been reduced in regular hours of work through the operation of this Article, in order of seniority; then;
 - (ii) Casual Employees who have indicated their willingness to work additional shifts.
 - (c) Employees on layoff who refuse casual shifts may do so without adversely impacting their recall rights.

26.12 Casual and Temporary Employees

This Article shall have no application to Casual and Temporary Employees.

ARTICLE 27
DISCIPLINE AND DISMISSAL

- 27.01 Except for the dismissal of an Employee serving a probation period, no Employee shall be dismissed without just cause.
- 27.02 The Employer shall schedule a disciplinary discussion with the Employee by giving advance notice, which shall not be less than twenty-four (24) hours. An Employee who participates in an investigation, meeting or disciplinary discussion has a right to know the purpose of the meeting, and the time and place of the interview. An Employee shall have the right to Union representation during a disciplinary meeting with the Employer. An Employee shall have the right to waive the right to Union representation if the Employee wishes.
- 27.03 When disciplinary action is taken against an Employee it shall be within fifteen (15) days of when the Employer became aware of the alleged infraction or concern. The Employee and the Union shall be informed in writing as to the reason(s) for such action.
- 27.04 The Employee shall be given opportunity to sign any written notice of discipline, for the sole purpose of indicating that the Employee is aware of the disciplinary notice.
- 27.05 An Employee who has been subject to disciplinary action may after eighteen (18) months of continuous service from the date the disciplinary measure was invoked, request in writing that the Employee's personnel file be cleared of any record of the disciplinary action. Such request shall be granted provided the Employee's file does not contain any further record of disciplinary action during the eighteen (18) month period of which the Employee is aware. The Employer shall confirm in writing to the Employee that such action has been taken.
- 27.06 When an Employee has grieved a disciplinary action and a designated officer of the Employer has either allowed the grievance or reduced the penalty levied against the Employee, the personnel file of the Employee shall be amended to reflect this action provided this action results in the closure of the grievance.
- 27.07 Once a year, or if the Employee has commenced grievance proceedings under Article 30, the Employee may:
- (a) Upon not less than three (3) working days' notice, Employees and their representative(s), upon written authorization of the Employee, shall have reasonable access to their employment file and shall on request be provided with copies of materials contained in the employment file, which shall be corrected if inaccurate.
 - (b) Where an Employee has requested the entire contents of the file for reasons other than a grievance, the Employer shall be entitled to charge a reasonable fee for copying.
- 27.08 In the event an Employee is reported to their licensing body by the Employer, the Employee shall be so advised and unless otherwise requested, a written copy or all information provided to the licensing body regarding an incident shall be provided to the Employee and forwarded to the Union.

ARTICLE 28
OCCUPATIONAL HEALTH AND SAFETY

- 28.01 The *Occupational Health and Safety Act* requires a Joint Worksite Health and Safety Committee. The Joint Worksite Health and Safety Committee is to consider matters arising with respect to Occupational Health and Safety in the workplace and recommend corrective action, program changes or promote Health and Safety measures. The committee will make recommendations to the Employer in that regard. The Employer has thirty (30) days to remedy issues identified by the Committee and must respond in writing to the Committee detailing the remedy. If the issue is not resolved satisfactory or the resolution exceeds the thirty (30) day period an Occupational Health and Safety Officer can be called.
- 28.02 The Worksite Health and Safety Committee shall be composed of equal representatives of the Employer and representatives of the Union. The Union shall have the right to designate two (2) members of the bargaining unit as members of the Worksite Health and Safety Committee.
- 28.03 The Worksite Health and Safety Committee shall meet at least four (4) times per year, or more frequently if required and mutually agreed to by the Employer and the Union, at a mutually acceptable hour and date.
- 28.04 Minutes of each Worksite Health and Safety meeting shall be taken and shall be approved by the Employer and the Union co-chairperson prior to circulation.
- 28.05 The Basic Rate of Pay will be paid to Employees for time spent in attendance at an official meeting of the OH&S Committee.
- 28.06 The Employer shall ensure the Worksite Health and Safety Committee members are provided with orientation and training at no cost to the Committee participants.
- 28.07 The terms of reference of the Worksite Health and Safety Committee will be decided jointly by the committee representatives.
- 28.08 The Employer shall ensure that an adequate supply of protective apparel and equipment (i.e. gloves, gowns, masks, protective eyewear, digital equipment).

ARTICLE 29
EMPLOYEE-MANAGEMENT ADVISORY COMMITTEE

- 29.01 (a) An Employee-Management Advisory Committee (EMAC) shall be maintained. The Union shall provide the names of up to three (3) elected Employees representatives and the Employer shall be represented by the Site Manager or Resident Care Manager and up to two (2) additional representatives.
- (b) The desired functions of the EMAC are to examine and make recommendations regarding the concerns of Employees relative to patient care and other matters related to employment, not covered within the Collective Agreement.
- 29.02 The Employer and Union shall designate joint chairpersons and they shall alternate in presiding over meetings.
- 29.03 Concern of the Employees relevant to 32.01(b) shall be submitted to the appropriate joint chairperson for inclusion on the agenda of the next EMAC meeting.
- 29.04 The Committee shall meet at the call of either chairperson or at a minimum of once every three (3) months. Members of the Committee shall normally receive a notice and agenda for the meeting at least fourteen (14) days in advance of the meeting.
- 29.05 Meetings shall be conducted in accordance with the terms of reference mutually agreed to by the parties.
- 29.06 Either Party shall be able to bring in subject matter experts or additional resources to assist in discussions regarding agenda items.
- 29.07 Minutes of each meeting of the Committee shall be prepared and signed by the joint chairpersons as soon as possible after the close of the meeting. The Union and the Employer shall each receive a signed copy of the minutes.
- 29.08 An Employee shall be paid the Employee's Basic Rate of Pay for attendance at these Committee meetings.

ARTICLE 30
GRIEVANCE PROCEDURE

30.01 A grievance shall be defined as any difference concerning the interpretation, application, operation or alleged violation of this Agreement, and shall be categorized as follows:

- (a) An individual grievance is a difference affecting one (1) Employee. Such grievance shall be initiated at the appropriate level of the grievance procedure as outlined in clause 30.02; or
- (b) A group grievance is a difference affecting two (2) or more Employees, seeking the same redress. Such grievance shall be initiated in the same manner as an individual grievance as outlined in clause 30.02. A group grievance shall list all Employees who consent to be included in the grievance. The results of a group grievance shall be applied to all affected Employees; or
- (c) A policy grievance is a difference that seeks to enforce an obligation of the Employer to the Union or the Union to its members or to the Employer. A policy grievance shall not be an obligation that may or could have been the subject of a grievance by an Employee. A policy grievance shall be initiated in writing at Step 2 of the grievance procedure within ten (10) days of notice of the act causing the grievance.
- (d) The Employer's Representative and the Union Representative shall exchange all particulars known to them, that would assist in resolving a grievance at each step of the grievance procedure.

30.02 Grievance Process

Step 1

The Employee(s) may attempt to resolve differences through informal means, where possible, prior to proceeding with a written grievance. Employees and their manager should first seek to resolve differences through meaningful discussion with or without a representative of the Union within ten (10) days of the occurrence of the incident causing the difference or the time the Employee should have first become aware of the incident causing the difference.

Step 2

- (a) Failing settlement at Step 1, the Employee and the Union Representative shall submit the grievance in writing to the Site Leader, or their designate within ten (10) days of the discussion held at Step 1.
- (b) The grievance must be presented in writing and signed by the Union and must contain:
 - (i) facts giving rise to the grievance;
 - (ii) the provision(s) of the Agreement considered breached; and
 - (iii) the remedy sought.
- (c) The Union, by notice in writing to the Site Leader, may withdraw a grievance at any stage of this grievance procedure.
- (d) The aggrieved Employee(s) and their Union Representative, unless otherwise mutually agreed to by the parties, shall meet with the Site Leader or their designate within ten (10) days of the submission of the grievance

in writing unless otherwise mutually agreed to by the parties.

- (e) The Site Leader (or designate) shall reply within ten (10) days of the grievance meeting.
- (f) If the grievance is not satisfactorily resolved at Step 2, the grievance may be referred to Step 3.

Step 3

If the grievance is not resolved under Step 2 above, the Union or Employee may, within ten (10) days of receipt of the written decision of the Corporate Manger of Human Resources (or designate), submit the grievance in writing, specifying the nature of the grievance and redress sought, to the Corporate Manager of Human Resources(or designate) who will meet with the grievor(s) and their Union Representative within ten (10) days of the submission of the grievance and shall render a decision in writing to the Union within ten (10) days of hearing the grievance.

30.03

Step 4 Arbitration

- (a) Either Party wishing to submit a grievance to Arbitration shall, within ten (10) days of the receipt of the decision at Step 3 of the grievance procedure, notify the other Party in writing of its intention to do so.

A single Arbitrator will be used, unless the parties mutually agree to an Arbitration Board. If an Arbitration Board is requested, that information should be included in the written notification above.

- (b) Within seven (7) days after receipt of notification provided for in Clause 30.03(a) above, the Party receiving such notice shall reply to any request for an Arbitration Board. Based on that reply, one of the two following processes will apply:

Single Arbitrator

If an Arbitration board is not requested, and mutually agreed to then a Single Arbitrator will be used.

The parties shall within seven (7) days endeavor to select a mutually acceptable single Arbitrator. If they are unable to agree upon the choice of a single Arbitrator, application shall be made to the Director of Mediation Services to appoint a single Arbitrator pursuant to the provisions of the Labour Relations Code.

Arbitration Board

Where the parties have mutually agreed to an Arbitration Board

- (i) The parties shall inform each other of the name of its appointee to the Arbitration Board.
- (ii) Where appointees to a Board have been named by the parties, they shall within seven (7) days endeavor to select a mutually acceptable Chairperson for the Arbitration Board. If they are unable to agree upon the choice of a Chairperson, application shall be made to the Director of Mediation Services to appoint an

Arbitrator pursuant to the provisions of the Labour Relations Code.

- (c) After a single Arbitrator has been selected, or the Arbitration Board has been formed in accordance with the above procedure, it shall meet with the parties within twenty-one (21) days, or as soon as possible thereafter, and hear such evidence as the parties may desire to present, assure a full fair hearing, and shall render the decision, in writing to the parties within fourteen (14) days, or as soon as possible thereafter, after the completion of the hearing.
- (d) In the case of an Arbitration Board, the Chairperson shall have the authority to render the decision with the concurrence of either of the other members, and a decision thus rendered or the decision of the single Arbitrator shall be final and binding on the parties.
- (e) The Arbitration decision shall be governed by the terms of this Collective Agreement and shall not alter, amend or change the terms of this Collective Agreement.
- (f) Each of the parties to this Collective Agreement shall bear the expenses of its appointee to an Arbitration Board. The fees and expenses of the Chairperson or single Arbitrator shall be borne equally by the two (2) parties to the dispute.
- (g) Any of the time limits herein contained in Arbitration proceedings may be extended if mutually agreed to in writing by the parties.

30.04 For the purposes of this Article, the time limits referred to herein shall be working days Monday to Friday, exclusive of Named Holidays. By mutual written agreement of the Employer and the Union, the time limits specified in this Article may be extended at any Step.

- 30.05
- (a) It is the desire of both Parties to this Agreement to resolve grievances in a manner that is just and equitable, and it is not the intention of either the Employer or the Union to evade settlement of a dispute on a procedural technicality. Notwithstanding the foregoing, it is clearly understood time limits established herein are for the sake of procedural orderliness and are to be adhered to.
 - (b) 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.

30.06 A grievance may, upon agreement of both parties, be submitted to Mediation for possible resolution before accessing the Arbitration process as explained in Step (4) of the Grievance procedure as follows:

- (a) Either party may request that a Mediator be appointed to meet with the parties, investigate and define the issues in dispute and facilitate a resolution.
- (b) The Mediator shall be appointed by mutual agreement between the parties.
- (c) The purpose of the Mediator's involvement in the grievance process is to assist the parties in reaching a resolution of the dispute, and anything said, proposed, generated or prepared for the purpose of trying to achieve a

settlement is to be considered privileged and will not be used for any other purpose.

- (d) The expenses of the Mediator shall be equally borne by both parties.
- (e) The grievance may be resolved by mutual agreement between the parties.

30.07

Communication

- (a) Any notice which the Employer or members of its administrative staff are required to provide the Union in respect of any matter referred to in this Article shall be sufficient if delivered to the Union Representative.
- (b) Any notice which the Union is required to provide to the Employer in respect of any matter referred to in this Article shall be sufficient if delivered to the Site Leader or their designate.

ARTICLE 31

IN-SERVICE PROGRAMS, PROFESSIONAL DEVELOPMENT

- 31.01 (a) The Parties to this Collective 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. For the purpose of this Article, the term "in-service" includes: orientation, acquisition and maintenance of essential skills, and other programs which may be offered by the Employer.
- (b) The Employer reserves the right to identify specific in-service sessions as being compulsory for Employee groups and those required to complete such sessions shall be paid at the Basic Rate of Pay. The following in-service programs shall be compulsory for identified Employee groups and shall be provided to Employees on an annual basis:
- (i) CPR (when established by the Employer as a mandatory qualification);
 - (ii) fire, evacuation and disaster procedures;
 - (iii) proper lifting and prevention of back injuries;
 - (iv) an annual in-service on the prevention and management of staff abuse, harassment and/or aggressive behaviour.
- (c) An Employee who is required by the Employer to attend education programs shall be entitled to required course materials and registration fees. When required the Employer shall pay for transportation and subsistence in accordance with the Travel Policy.
- (d) An Employee who is required by the Employer to complete online training, shall be paid at the Basic Rate of Pay. Online training shall not be scheduled during the employees unpaid or paid breaks.
- 31.02 The Employer may make available other in-service education programs as deemed for the purpose of maintaining proficiency, including topics on prevention of resident abuse, *Protection for Persons in Care* legislation and regulations, privacy and client confidentiality.

ARTICLE 32
PAYMENT OF WAGES

- 32.01 The basic hourly rates of pay as set out in Schedule "A" shall be applicable to all Employees covered by this Collective Agreement.
- 32.02 All Employees shall be paid on a biweekly basis, and each Employee shall be provided with an itemized statement of earnings and deductions.
- 32.03 The Employees statement of earnings will include the amount of Employees Vacation accrued, Banked Overtime, Banked Stats and Sick Leave accrued.

ARTICLE 33
REGISTERED RETIREMENT SAVINGS PLAN

- 33.01 The Employer shall maintain a Group Registered Retirement Savings Plan (RRSP).
- 33.02 Effective date of ratification, all current and new Full-Time and Part-Time Employees with a zero point four (0.40) FTE or greater who have completed the twelve (12) months of service shall have the option of enrolling in the Group Registered Retirement Savings Plan by providing written notice of their intent to participate.
- 33.03 The Employer will provide eligible employees with a group Registered Retirement Savings Plan (RRSP). Eligible employees can contribute up to three (3%) percent of regular earnings which shall be matched by the Employer. RRSP contributions will be made through payroll deduction.
- Participation is voluntary for those Regular Full-time and Regular Part-time Employees.
- 33.04 The Employer will provide the Union with copies of the plan text for the Group Registered Retirement Savings Plan (RRSP) at the onset of collective bargaining and within thirty (30) days following any changes to the plan text.

ARTICLE 34
SHORT STAFFING

34.02 All instances of Shifts that are worked without the full staffing complement shall be reported to the scheduled Employee Management Advisory Committee meeting.

ARTICLE 35
CONTRACTING OUT

- 35.01 Where the Employer finds it necessary to sub-contract, outsource, or otherwise contract out 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.
- 35.03 The Employer agrees that it will disclose to the Union the nature of and rationale for the initiative, scope and potential impacts on Employees and any anticipated timeframe for the initiative.
- 35.04 This article does not apply to occasional use of staffing agencies to supplement staffing levels if availability of bargaining unit Employees has failed to result in sufficient staffing levels in alignment with Letter of Understanding #2- RE: STAFFING AND EMPLOYMENT AGENCIES.

WAGE GRID

		Start	1950	3900	5850	7800	9750	11700	13650
		Rate	Hrs.	Hrs.	Hrs.	Hrs.	Hrs.	Hrs.	Hrs.
LPN	Licensed Practical Nurse (LPN)								
	Current	\$ 27.81	\$ 28.64	\$ 29.50	\$ 30.39	\$ 31.30	\$ 32.24	\$ 33.21	\$ 34.21
	July 1, 2023	\$ 28.23	\$ 29.07	\$ 29.94	\$ 30.85	\$ 31.77	\$ 32.72	\$ 33.71	\$ 34.72
	July 1, 2024	\$ 28.65	\$ 29.51	\$ 30.39	\$ 31.31	\$ 32.25	\$ 33.21	\$ 34.21	\$ 35.24
	July 1, 2025	\$ 29.15	\$ 30.03	\$ 30.92	\$ 31.85	\$ 32.81	\$ 33.79	\$ 34.81	\$ 35.86
HCA	Health Care Aide (HCA)								
	Current	\$ 20.91	\$ 21.54	\$ 22.18	\$ 22.85	\$ 23.54	\$ 24.24	\$ 24.96	\$ 25.71
	July 1, 2023	\$ 21.22	\$ 21.86	\$ 22.51	\$ 23.19	\$ 23.89	\$ 24.60	\$ 25.33	\$ 26.10
	July 1, 2024	\$ 21.54	\$ 22.19	\$ 22.85	\$ 23.54	\$ 24.25	\$ 24.97	\$ 25.71	\$ 26.49
	July 1, 2025	\$ 21.92	\$ 22.58	\$ 23.25	\$ 23.95	\$ 24.67	\$ 25.41	\$ 26.16	\$ 26.95

July 1, 2023 1.5% to the wage grid date of ratification with retroactivity.

July 1, 2024 1.5% to the wage grid

July 1, 2025 1.75% to the wage grid

LETTER OF UNDERSTANDING #1

BETWEEN

**PARK PLACE SENIOR LIVING
SILVERADO CREEK SENIORS COMMUNITY**

(hereinafter referred to as the "Employer")

- and -

ALBERTA UNION OF PROVINCIAL EMPLOYEES

On behalf of Local 048 Chapter 054

(hereinafter referred to as the "Union")

RE: WORKLOAD APPEAL PROCESS

An Employee may file a written concern regarding their workload directly to the Site Leader. The Site Leader shall investigate with the Employee the concerns raised. Where the Site Leader believes further action is required, they may arrange for a workload audit to be conducted and the Employee shall take full part in this audit.

On behalf of the Employer

Date

On behalf of the Union

Date

LETTER OF UNDERSTANDING #2

BETWEEN

**PARK PLACE SENIOR LIVING
SILVERADO CREEK SENIORS COMMUNITY**

(hereinafter referred to as the "Employer")

- and -

ALBERTA UNION OF PROVINCIAL EMPLOYEES

On behalf of Local 048 Chapter 054

(hereinafter referred to as the "Union")

RE: STAFFING AND EMPLOYMENT AGENCIES

The Employer agrees not to supplement the work of the bargaining unit with staffing agency(s) employees, where it results in the layoff or reduction of hours of work, or displacement of regular employees or reduction in the compensation of a regular employee in the bargaining unit. For the term of this Collective Agreement only after all of the applicable bargaining unit Employees have been given sent and email, text or phone call offer to fill a vacant shift, may the Employer choose to fill such vacant shift with a non-bargaining unit staffing agency employee.

On behalf of the Employer

Date

On behalf of the Union

Date

