



**COLLECTIVE AGREEMENT**

**BETWEEN**

**CHARTWELL MASTER CARE LP  
Eau Claire Retirement Residence**

**AND**

**ALBERTA UNION OF PROVINCIAL EMPLOYEES  
LOCAL 048 CHAPTER 047**

**February 8th, 2019 – February 7th, 2023**

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## PREAMBLE AND PURPOSE

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

- (a) Protect the interests of Residents, Employees and the Chartwell Eau Claire Community;
- (b) Recognize the mutual value of joint discussions and negotiations in matters, arising out of the Collective Agreement;
- (c) Enter into a collective agreement establishing terms and conditions of employment; and
- (d) Maintain harmonious relations between the Employer, the bargaining unit members and the Union and to work together in the promotion of the highest standard of care and services.

## ARTICLE 1 DEFINITIONS

- 1.01 "Code" means Labour Relations Code as amended from time to time.
- 1.02 "Union" shall mean the Alberta Union of Provincial Employees (AUPE). In the event this name is changed, the subsequent name shall be recognized.
- 1.03 "Basic Rate of Pay" shall mean the incremental Step in the Wage Schedule that applies to the Employee, exclusive of premium(s) payments.
- 1.04 "Employee" means a person covered by this Agreement and employed by the Employer, in accordance with the following:
- (a) A Regular Full-time Employee is one who is regularly scheduled to work Full-time hours as defined in Article 19 - Hours of Work.
  - (b) A Regular Part-time Employee is one who is regularly scheduled to work less than Full-time hours.
  - (c) A "Casual Employee" is one who is called in to work on an irregular basis;
  - (d) "Temporary Employee" is one who is hired on a temporary basis for a full-time or part-time position:
    - (i) for a specific job of six (6) months or less.
  - (e) Any alteration of employment status thereafter will be regulated by the terms of this Agreement.
- 1.05 The provisions of this Collective Agreement are intended to be gender neutral and gender inclusive. Words used in the singular may also apply in the plural.
- 1.06 "Worksite" means Chartwell Eau Claire Retirement Residence.
- 1.07 "Union Representative" means a representative from the Union authorized by the Union to act on behalf of the Employee. A "Union Representative" may be a Union Steward, Officer of AUPE or staff representative.
- "Union Steward" is a Union Representative. The names of Union Stewards shall be supplied in writing to the Employer before they are recognized as Union Stewards.
- 1.08 "Chapter" means Chapter 048/047 of AUPE.

- 1.09 "Bargaining Unit" means the unit of Employees as described on Labour Relations Board Certificate 18-2019.
- 1.10 "Status" means Full-time, Part-time, Temporary or Casual as defined above.
- 1.11 "Classification" means the category of job as listed in the Wage Schedule and the pay scale established for it.
- 1.12 "FTE" means Full-time Equivalent and is the ratio of the guaranteed scheduled hours of work to Full-time hours of work.
- 1.13 "Parties" mean the Union and the Employer.
- 1.14 "Position" means:
- (a) the Employee Status;
  - (b) the Classification; and
  - (c) the Full-time equivalency (FTE).
- 1.15 "Shift" means daily scheduled hours of work, exclusive of overtime hours.
- 1.16 "Week" means a period of seven (7) consecutive days, and for payroll purposes, a Week begins on a Saturday.
- 1.17 "Employer" means Chartwell Master Care LP acting through its management personnel.
- 1.18 "Common-law spouse" is defined as a partner of the same or opposite sex with whom the Employee has cohabitated for no less than twelve (12) months;
- 1.19 The following are regulated health professionals, and who must hold a current practice permit pursuant to the Health Professions Act and Regulations:
- (a) Licensed Practical Nurse (LPN) which means a person who is registered as a licensed nurse pursuant to the *Health Professions Act and Regulations*.
- 1.20 The following are unregulated health professionals:
- (a) Health Care Aide (HCA).

## ARTICLE 2

### TERM, COPIES AND APPLICATION OF COLLECTIVE AGREEMENT

- 2.01 This agreement, including appendices hereto unless altered by mutual consent of both Parties, shall be in force and effect from February 8<sup>th</sup>, 2019 until February 7<sup>th</sup>, 2023 and from year to year thereafter unless amended or terminated. Notification of desire to amend or terminate may be given in writing by either Party to the other Party during the period between sixty (60) and one hundred and twenty (120) days prior to its expiration.
- 2.02 If, pursuant to such negotiations, an Agreement on the renewal or amendment of this Agreement is not reached prior to the current expiration date, this Agreement shall be automatically extended until conclusion of the new Agreement or completion of the proceedings prescribed under the Alberta Labour Relations Code.
- 2.03 The parties agree there will be no strikes or lockouts while this Collective Agreement is in effect.

2.04 Notice and Correspondence

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

(a) In the case of the Employer, to:

Director, Labour Relations  
Chartwell Retirement Residences  
7070 Derrycrest Road  
Mississauga, ON L5W 1G3

(b) In the case of the Union to:

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

2.05 Copies of the Collective Agreement

(a) The Employer and the Union will each pay one-half (1/2) of the cost of printing enough copies of this Agreement to provide each Employee with one (1) copy. A copy of the Collective Agreement shall be provided to each Employee on commencement of employment by the Employer or at the Union Orientation. The printing of the Collective Agreements will be processed at AUPE Headquarters.

(b) The final version of the Collective Agreement shall be in electronic form and the parties shall be provided with a copy of the final version of the Collective Agreement.

2.06 Application of the Collective Agreement

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

(b) Any changes deemed necessary in the Collective Agreement shall be made by mutual agreement at any time during the existence of this Collective Agreement. Such changes shall be in writing and duly signed by authorized agents of the parties.

2.07 All correspondence between the parties arising from this Agreement or incidental thereto, shall be copied to and from the General Manager or their designate and the Staff Representative of the Union.

ARTICLE 3  
MANAGEMENT RIGHTS

- 3.01 Except where specifically modified by the terms of this Agreement, the Union acknowledges that all Management rights and prerogatives are vested exclusively with the Employer. The Employer has the exclusive right to manage and direct its operations and affairs in all respects. These rights and functions shall include, but are not limited to:
- (a) To maintain order and efficiency.
  - (b) To hire and re-hire employees and to discipline or discharge any employee for just cause subject to Article 13 - Grievance Procedure.
  - (c) To determine and establish standards and procedures for the care, welfare, safety and comfort of the residents in the Facility, and to maintain order, discipline and efficiency and in connection therewith to establish and enforce rules and regulations, policies and practices from time to time to be observed by its employees and to alter such rules and regulations provided that such rules and regulations shall not be inconsistent with the provisions of this Agreement. Such rules will be made available to all employees and to the Union. The Employer reserves the right to introduce new rules from time to time, copies of which will also be made available to all employees and the Union.
  - (d) To determine the number of employees to be employed, the extension, limitation, curtailment or cessation of operations or any part thereof and to determine and exercise all other functions and prerogatives which shall remain solely with the Employer except as specifically limited by the express provision of this Agreement.

ARTICLE 4  
UNION SECURITY, RECOGNITION AND RIGHTS

4.01 Union Membership

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

4.02 No Discrimination for Union Activity

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

4.03 Recognition

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

4.04 No Other Agreement

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

4.05 Union Insignia

An Employee shall have the right to wear or display the recognized insignia of the Union, however, no such insignia larger than a lapel pin or button shall be worn while on duty and the insignia shall not obstruct the Chartwell logo on the uniform.

No Union insignia shall be displayed on the Employer's equipment.

Such wearing or display of the union insignia shall be consistent with Alberta Health Services safety standards and Chartwell safety standards.

4.06 Bulletin Board Space

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

4.07 Worksite Access

- (a) The Employer may grant Union Representatives access to the premises for union business subject to prior permission of the General Manager or designate. Access will not be unreasonably denied.
- (b) Union membership meetings may be held on Employer premises subject to the approval of the Employer.

ARTICLE 5  
DUES DEDUCTION

5.01 Union Dues

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

5.02 Monthly Dues Submission

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



- 5.03            Seniority List
- Twice annually in January and July or when Employees have been served notice of Layoff /Recall, the Employer shall provide the Union with a computerized list which will include: Employee name, employee number, seniority date, address, phone number(s), and email (if available).
- 5.04            Dues Indication on T4
- The Employer shall indicate the dues deducted and enter the amount on the T- 4 slip supplied to the Employee.

ARTICLE 6  
UNION REPRESENTATION

- 6.01            An Employee who is to be interviewed for the purpose of discussing a performance related issue, disciplinary action or investigation, or meeting or interview that may reasonably lead to disciplinary action shall be notified of the time and place of the interview with reasonable advance notice, which shall not be less than twenty-four (24) hours unless otherwise mutually agreed upon.

If desired by the Employee, they may have a Staff Union Representative or Union Steward of their choice accompany them. The non-availability of a Union Representative shall not be permitted to cause unreasonable delay.

- 6.02            AUPE Stewards

The Employer acknowledges the rights of the Union to appoint or otherwise select Union Stewards at each facility and recognizes their authority to represent other Employees in the bargaining unit.

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

Union Stewards shall be Employees of the Employer. The Union Stewards shall have the assistance of on AUPE staff representative.

Permission to Leave Work

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

When it becomes necessary for a Union Stewards to leave their work for this purpose, they will request time off from the immediate supervisor (or authorized designate not within scope of the collective agreement) and provide as much advance notice as possible. Arrangements will be made by the supervisor to permit Union Stewards to leave their work, as soon as reasonably possible, for this purpose with no loss of regular earnings. Such time off shall be granted only upon the approval of the supervisor or authorized alternate, and approval shall not be unreasonably withheld.

6.03 New Employees

The Employer shall advise new Employees of the fact that a Collective Agreement is in effect. Employees shall be given a Union orientation of not more than fifteen (15) minutes by the Union on the Employer's time within one week from the new Employee's first shift.

6.04 Assistance by AUPE Staff

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

6.05 Union Representatives Leave

- (a) Leaves for union members selected to attend conferences, conventions, workshops, seminars, institutes, and to attend meetings may be approved, such approval not to be unreasonably withheld, provided that an application for leave is made at 30 days in advance of the date that the leave is requested for;
- (b) All such leaves will be with pay but the Union will reimburse the Employer for actual salary including all components thereof and an amount determined by the Employer to cover the cost of benefits;
- (c) One Employee who is elected to a full time position with the Union may be granted a leave of absence without pay and without loss of seniority for a maximum of two years which may be renewable upon request.

ARTICLE 7  
WORKPLACE PRIVACY

7.01 Reasonable Expectation of Privacy

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

7.02 Surveillance Cameras

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

ARTICLE 8  
EMPLOYER – UNION RELATIONS

8.01 Employer Union Relationship

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

- 8.02 Employee Management Advisory Committee (EMAC)
- It is the function of EMAC to consider matters of mutual concern affecting the relationship of the Employer to its Employees and to advise and make recommendations to the Employer and the Union with a view to resolving difficulties and promoting harmonious relations between the Employer and its Employees. Accordingly, the Committee shall have no authority to change, delete, or modify any terms of the Collective Agreement or to settle grievances.
- 8.03 An equal number of Union and Management representatives (but not more than 2 individuals from each party) shall meet at each worksite on a quarterly basis or as required if mutually agreed. Requests for a meeting will be made in writing at least one week prior to the proposed date and accompanied by a proposed agenda. Scheduling of meetings shall be subject to operational requirements.
- 8.04 Employee time in EMAC meetings shall be with pay at the Employer's expense at the basic rate of pay. Every effort shall be made to schedule such meetings during Employees' regular hours of work. Where the foregoing is not possible, Employees attending EMAC shall be paid for the length of the meeting.
- 8.05 The Employer or Union may invite staff or corporate representatives to make submissions or to assist EMAC in the consideration of any specific problem, but such persons shall not have the right to vote. Each party shall give the other reasonable advance notice of the anticipated presence of such experts or advisors.

#### ARTICLE 9

##### RESPECTFUL WORKPLACE – NO DISCRIMINATION OR HARASSMENT

- 9.01 The Employer, Union and Employees are committed to supporting an abuse and harassment free work environment that promotes trust, dignity and respect.
- 9.02 The Employer shall maintain current policies to provide a workplace free from harassment, abuse and discrimination. Should the Employer change, modify, or remove such policies, the Union will be notified forthwith.
- 9.03 All Employees have a right to freedom from discrimination, bullying, harassment and abuse in the workplace by the Employer, agent of the Employer, residents or visitors, and between Employees on the basis of age, race, colour, creed, national origin, political or religious belief, gender, gender expression, gender identity, ancestry, place of origin, family status, source of income, sexual orientation, marital status, physical disability, mental disability or by reason of membership or activity in the Union not in respect of an Employee's exercising any right conferred under this Agreement or any law of Canada or Alberta.
- 9.04 Harassment means engaging in vexatious comment or conduct that is known, or ought reasonably to be known, to be unwelcome and includes harassment based on a ground of discrimination. It can involve words or actions that are known or perceived as being offensive, embarrassing, humiliating, demeaning or unwelcome. Harassment also includes psychological or sexual harassment and workplace bullying or violence.

- 9.05 Complaint Process
- When an incident of workplace harassment or discrimination is alleged, it shall be investigated in accordance with the Employer policy and Employees are required to cooperate with the investigation. Investigations will be conducted in an objective, timely and sensitive manner. Investigations will be concluded within thirty (30) days from the date, which the complaint was submitted to the Employer unless circumstances warrant an extension, which the Union will not unreasonably deny.
- 9.06 Employees who are complainants of or respondents to an allegation will be informed in writing of the investigation's conclusions and general outcome subject to applicable privacy legislation.
- 9.07 The Employer's investigation procedure will not limit an Employee's right to seek redress through any other available procedure including:
- (a) Grievance procedure; and
  - (b) Alberta Human Rights Commission

ARTICLE 10  
HEALTH AND SAFETY

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

ARTICLE 11  
JOB PERFORMANCE

11.01 Performance Evaluations

- (a) The Parties recognize the desirability of a performance evaluation system designed to effectively evaluate performance and assist in the development of Employees. The purpose of the performance evaluation is to constructively review the Employee's performance during the review process.
- (b) Each Employee will receive an annual performance appraisal completed by her supervisor or manager. The Employee will be given a copy of the evaluation. The object of this evaluation is to inform the Employees of their performance in their jobs and to allow discussion regarding their jobs. Employees will also be allowed to see their personal file for their inspection of its contents.

11.02 Advance Notice of Meetings

Annual meetings for the purpose of performance evaluation shall be scheduled by the Employer with reasonable advance notice. At the meeting, the Employee shall be given a copy of the performance evaluation document by their Supervisor or Manager. Employees shall sign their performance evaluation document for the sole purpose of indicating that they are aware of the performance evaluation and it has been discussed with the Employer. An Employee shall have the right to respond in writing within ten (10) days of the performance evaluation, and that reply shall be placed in the Employee's personnel file.

11.03 Release of Performance Evaluation

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

ARTICLE 12  
DISCIPLINE AND DISMISSAL

12.01 Except for the dismissal of a probationary employee or informal verbal counselling there shall be no discipline except for just cause.

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

12.03 Unsatisfactory performance and/or conduct by on Employee which is not considered by the Employer to be serious enough to warrant suspension or dismissal may result in a written warning to the Employee.

12.04 The Employee shall be informed by the Employer that they are being investigated with respect to an incident that may result in discipline and that they have the right to have a Union representative present if they so choose.

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

12.06 Where circumstances permit, an Employee may be accompanied by a representative of

the Union during the disciplinary discussion.

- 12.07 When an Employee has grieved a disciplinary action and the Employer has either allowed the grievance or reduced the penalty levied against the grievor, the personnel file of the Employee shall be amended to reflect this action provided this action results in the abandonment of the grievance.
- 12.08 An Employee who has been subject to disciplinary action may, after two (2) years of continuous service from the date the disciplinary measure was invoked, request in writing that her personnel file be cleared of any record of the disciplinary action. Such request shall be granted provided the Employee's file does not contain any further record of disciplinary action, during the two (2) year period, of which the Employee is aware. The Employer will confirm in writing to the Employee that such action has been effected.
- Leaves of absence in excess of thirty (30) days will not be considered applicable towards the two (2) year period.
- 12.09 Access to Employee Files
- By appointment made at least forty-eight (48) hours in advance excluding weekends, an Employee may view her personnel file at her work site. Access to, and a copy of, and Employee's personnel file shall be provided to the Employee or their authorized representative, upon request. The Employee may request a Union Representative be present at the time of such examination.
- 12.10 An Employee absent for three (3) consecutive working days without notifying the Employer shall be considered to have terminated her employment unless the Employee subsequently provides reason acceptable to the Employer and, where in the opinion of the Employer, such prior notification was not possible.
- 12.11 In the event that an Employee is reported to her licensing body by the Employer, the Employee shall be so advised and the Employer may provide a written copy to the Union.
- 12.12 Nothing in this Article prevents immediate suspension or dismissal for just cause.

### ARTICLE 13 GRIEVANCE PROCEDURE

- 13.01 Informal Resolution
- Every effort should be made to resolve problems through dialogue at the local level prior to going to grievance. The parties agree to ensure full explanation of issues during initial discussions at the local level.
- It is the mutual desire of the parties hereto that Employee complaints shall be adjusted as equitably as possible, and it is understood that an Employee has no grievance until the Employee has first given their supervisor an opportunity to adjust the Employee's complaint.
- 13.02 Grievance Defined
- A grievance shall be defined as any difference arising out of an interpretation, application, administration or alleged violation of this Collective Agreement. A grievance shall be categorized as follows:

13.03 Types of Grievances

- (a) An individual grievance is a dispute affecting one (1) Employee. Such grievance shall be initiated by the Union at Step 1 of the grievance procedure as outlined in 13.10 except in cases of suspension or dismissal which will commence at Step 2; or
- (b) A group grievance is a dispute affecting two (2) or more Employees. Such grievance shall be initiated by the Union at Step 2 and processed there from in the same manner as an individual grievance as outlined in 13.10 A group grievance shall apply proportionately, if applicable, to all Employees listed on the original grievance; or
- (c) A Union policy grievance is defined as one that involves a question relating to the interpretation, application or administration of this Agreement.
- (d) An Employer grievance is defined as one that is initiated by the Employer.

13.04 Disclosure

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

13.05 Authorized Representatives

- (a) An Employee when presenting a grievance may be assisted and represented by a Union Steward who may, at the request of an Employee, accompany or represent the Employee in the processing of grievance with the Employer.  
  
The Chapter and its members shall have the right at any time to the assistance of Union Staff Representatives when dealing or negotiating with the Employer on matters arising out of the collective agreement or when processing a grievance.
- (b) The Employer agrees that Union Representatives shall not be hindered, coerced or interfered with in any way in the performance of their functions while investigating disputes and attending meetings as provided in this Article. However, no representative shall leave work without authorization as per Article 6 -Union Representation. A Union Representative shall not suffer any loss of pay for time spent in the performance of duties involving a grievance provided that the representative does not leave the worksite.
- (c) The Employer will provide the union within three (3) months of the signing of this agreement a written list of the titles of Authorized Representatives who would respond to grievances. The Employer will also provide the name and addresses of a contact person for the purpose of receiving all grievances and distributing grievances to the appropriate respondent.

13.06 Timelines

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

- (a) The time limits set out in the grievance procedure may be extended by mutual agreement between the parties.

- (b) It is the desire of the Union and the Employer to resolve grievances in a manner that is just and equitable, and it is not the intention of either the Employer or the Union to evade settlement of disputes on a procedural technicality. However, notwithstanding the foregoing, it is clearly understood that time limits established herein are for the sake of procedural orderliness and are to be adhered to.
- (c) Should either party fail to adhere to the time limits, the onus is on that party to show a justifiable reason for its failure to adhere to such limits.

13.07 Work Now. Grieve Later

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

13.08 Suspension or Dismissal Grievances

A suspension or dismissal grievance shall commence at Step 2.

13.09 Grievance Procedure

(a) Step 1 - Complaint

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

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

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

(a) Step 2 – Written Grievance

Written grievances shall be submitted:

In the case of an individual grievance, within seven (7) days of the Employee receiving the manager's response to the complaint in Step 1; or

in the case of a group or policy grievance, within seven (7) days of the date any of the aggrieved parties became aware or reasonably should have been aware of the event leading to the grievance; or

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

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



settled at this stage, it may be advanced to Step 3.

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

13.10

Voluntary Non-binding Mediation

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

13.11

Arbitration

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

- (a) Either party wishing to submit a grievance to Arbitration shall, within ten (10) days of the receipt of the decision at Step 2 of the grievance procedure, or the conclusion of mediation if applicable, shall notify the other party in writing of its intention to do so and shall nominate an individual to serve as a sole arbitrator.
- (b) The party receiving the notice shall respond in an effort to agree on the selection of a mutually acceptable sole arbitrator. Where agreement on a mutually acceptable sole arbitrator cannot be reached within ten (10) days of the receipt of the notification, the parties shall request the Department of Labour to appoint an arbitrator; or
- (c) By mutual agreement of the parties, a three person Arbitration Board, rather than a sole arbitrator may be used. The party requesting the use of an Arbitration Board shall indicate to the other Party within ten (10) days of the grievance being advanced to arbitration, their nominee to the Arbitration Board. The two nominees shall, within fourteen (14) days, appoint a third person as the Chair of the Arbitration Board. If the two nominees fail to agree upon a Chair within the time limits, the Chair shall be appointed by the Minister of Labor for the Province of Alberta.
- (d) After a single arbitrator has been selected, or the Arbitration Board has been formed in accordance with the above procedure, they shall meet with the parties

within twenty-one (21) days or as soon as reasonably practicable and hear such evidence as the parties may desire to present and assure a full, fair hearing, and shall render the decision in writing as soon as reasonably practicable.

- (e) The sole arbitrator or Arbitration Board shall hear and determine the grievance and shall issue an award in writing. The decision of the Arbitrator or majority of the Arbitration Board shall be final and binding upon the parties and upon the Employee(s) affected by it. When there is no majority decision, the decision of the Chair shall be the decision of the Board.
- (f) The sole arbitrator or Arbitration Board, by its decision, shall not alter, amend or change the provisions of this Collective Agreement.

ARTICLE 14  
SENIORITY

14.01 "Seniority" is defined as the length of continuous service within the worksite, including all periods of service as a Casual, Temporary, contiguous to present permanent employment.

Seniority shall not apply during the probationary period, however, once the probationary period has been completed seniority shall be credited from the date established pursuant to this Article.

14.02 Employees will continue to accrue seniority during:

- (a) Sick leave
- (b) Parental and maternity leave
- (c) Leaves of absence with pay
- (d) Bereavement Leave
- (e) Court appearance
- (f) Paid vacations
- (g) Union business leaves
- (h) Workers Compensation leave.

14.03 Seniority shall have application to:

- (a) Preference of vacation time in accordance with Article 22 – Annual Vacation;
- (b) Layoffs and recalls in accordance with Article 41 – Layoff and Recall;
- (c) Promotions, transfers, and in filling all vacancies within the bargaining unit in accordance with Article 16 – Job Postings;

14.04 Seniority shall be considered broken, all rights forfeited, and there shall be no obligation to rehire:

- (a) when the employment relationship is terminated by either the Employer or the Employee;
- (b) upon the expiry of twelve (12) months following the date of initial layoff, if during which time the Employee has not been recalled to work;

- (c) if an Employee does not return to work when recalled, as provided in the layoff and Recall Article;
- (d) an Employee who transfers or accepts a position outside the bargaining unit.

14.05 The Employer will maintain a bargaining unit-wide seniority list.

Seniority lists will be updated and posted not less frequently than every six (6) months following the first (1st) of the month following the date of ratification, and will include an Employee's name, classification, full-time equivalent (FTE), seniority date, and date of hire.

14.06 An up to date seniority list shall be sent to the Union in January of each year or when Employees have been served notice of Layoff/Recall.

ARTICLE 15  
JOB POSTINGS

15.01 Job Postings

- (a) All vacancies determined by the Employer to be filled and fall under this Collective Agreement, shall be posted within the Residence not less than eight (8) calendar days in advance of making on appointment.
- (b) Until the vacancy is filled resulting from the job posting provisions, the Employer will fill the vacancy at their discretion on a temporary basis.
- (c) The job posting shall indicate the job classification, the requisite qualifications of the position and for informational purposes only, the number of hours per shift and the number of shifts per cycle.
- (d) Copies of job postings shall be forwarded to the Union Chairperson.
- (e) If no application is received from an employee of the Residence within eight (8) calendar days of the job posting, or if no employee qualifies within the trial period as set forth in section 15.03, for the vacancy, then the Employer may hire an employee from outside the bargaining unit.

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

- (a) Seniority;
- (b) Skill, competency, efficiency, ability, experience and reliability.

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

15.03 Trial Period

- (a) When an Employee transfers departments, changes job classification or moves to a modified schedule under the term of this Collective Agreement the Employee shall be permitted to return to their former position within three (3) months of starting the new position. The Employee's former position shall be posted on a temporary basis. If the Employer finds the Employee to be unsatisfactory during the trial period, the Employer shall reinstate the Employee to their former position. Any other Employee affected by the rearrangement of positions shall

also revert back to their former status.

- (b) In the event that an Employee has been accepted to fill a permanent vacancy, then at anytime within the trial period after being assigned to such vacancy the Employee may elect to revert to the Employee's previous position. The trial period may be extended by mutual agreement, but in any case, not longer than an additional one hundred and twelve and one-half (112 ½) working hours.
- (c) The name of the successful applicant for a job posting shall be posted for seven (7) calendar days within the Facility. All other applicants for the vacancy shall be informed in writing of the successful applicant within seven (7) calendar days of the appointment.
- (d) if an unsuccessful Employee believes that the Employee should have been selected for a job posting pursuant to the provisions of this Article, such Employee is encouraged to meet and discuss the reasons for such decisions with their immediate supervisor. The Employee should be accompanied by a Shop Steward unless the Employee chooses otherwise.

15.04 Temporary Position

- (a) A temporary position shall arise with:
  - (i) The creation of a specific position of more than two (2) months; or,
  - (ii) A leave of absence granted for a period known to be longer than two (2) months.
- (b) A temporary position shall be posted pursuant to section 17.01 (Job Posting)

15.05 An Employee returning from a leave of absence shall have the right to return to their former position. In the case of a casual, the Employee will return to the casual pool. In instances where an Employee returns to work prior to the estimated date of return the Employer shall not be liable for payments to the resulting displaced Employee(s). In the event that a part-time Employee is the successful applicant, the part-time Employee shall retain his/her part-time status during the temporary full-time period. Nothing herein shall prevent the Employer from temporarily filling any position or vacancy for a period of up to two (2) months duration as the Employer may deem appropriate.

15.06 An Employee filling a temporary vacancy of two (2) months or longer duration shall not bid on any other temporary posting until the end of their temporary position unless the position posted commences after the expiry of the term of the temporary position.

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

basic rate of pay that is next closest (but not higher than) her current rate of pay.

ARTICLE 16  
CLASSIFICATIONS

- 16.01      New Classifications
- (a)      When the duties of a classification are significantly altered by an action of the Employer, or where a new classification is developed by the Employer, which may fall within the Bargaining Unit, the Employer shall give written notice to the Union of the new or altered classification and the proposed rate of pay for such classification within seven (7) days of the action.
  - (b)      The Union may contest the proposed rate of pay by sending written notice to the Employer. A notice to contest the rate of pay must be sent to the Employer not later than ten (10) calendar days from the date of the Employer's notice.
  - (c)      The Parties shall attempt to resolve the rate of pay through negotiations. Any change mutually agreed to resulting from such negotiations shall be retroactive to the date that notice of the new rate of pay was given by the Employer. Should the two (2) Parties fail to reach an agreement through negotiations, the grievance procedure shall apply.
  - (d)      The proposed rate of pay for the new or altered classification shall remain in effect until such time as it is amended as a result of negotiations or the resolution of the grievance regarding the proposed rate of pay. Such amended rate will be effective from the date of written notice from the Employer to the Union.
- 16.02      In the event that the Employer changes the classification of the work being performed by a Regular Employee, to a classification with a higher basic rate of pay, such Employee will be placed on the wage scale for classification with the higher rate of pay at a step in the new scale that results in an increase.
- 16.03      In the event that the Employer changes the classification allocation of the work being performed by a Regular Employee, to a classification with a lower basic rate of pay, such Employee, while employed in such position, shall continue to receive her previous basic rate of pay until the basic rate of pay for the lower paid classification is equal to or greater than her previous basic rate of pay, or for a period four (4) months, whichever is earlier, at which time she will then receive the basic rate of pay for the classification to which the position is allocated.

ARTICLE 17  
PROBATIONARY EMPLOYEES AND ORIENTATION

- 17.01      (a)      A newly hired Employee must successfully complete a probationary period of nine (9) months or four hundred and eighty-eight (480) hours, whichever comes first.
- (b)      The probationary period may be extended for a period up to an additional two hundred and fifty- six (256) hours worked, subject to the mutual agreement of the Parties.

- (c) During the probationary period, (including an extended probation period) the Employee may be terminated at any time, without notice or pay in lieu of notice, except as may be provided by the provisions of the Alberta Employment Standards Code.
  - (d) The Employer shall provide a reason for the termination to the Employee, and the Employee shall not have recourse to the grievance procedure set out in this Collective Agreement with respect to termination.
- 17.02 The Employer shall provide a written performance appraisal of each probationary Employee at least once during her probationary period.
- ORIENTATION
- 17.03 The Employer shall provide a paid orientation for all Employees, including:
- (a) orientation for at least two (2) shift pattern (days, and / or evenings, and/or nights) that the Employer assigns the Employee to work; and
  - (b) an orientation to the site and/or Employer's organization; as determined by the Employer.
  - (c) The Employee's first (1st) four (4) shifts of resident care shall be under guidance in the relevant work area and should include dementia care and safety information as applicable by classification.
- 17.04 An Employee's request for additional orientation shifts under guidance or supervision in resident care shall not be unreasonably denied.
- 17.05 Employees absent from work for at least one (1) calendar year or more will be provided appropriate support to properly re-orient them to the position.
- 17.06 An Employee, absent for twelve (12) months or transferred to a new program, shall be provided with appropriate re-orientation, the form and duration of which shall be determined in consultation between the Employee and the immediate supervisor.
- 17.07 When the Employer schedules an orientation for new Employees, the Employer shall advise the Chapter Chairperson by electronic mail and copy the Union. The representative of the Union will confirm attendance.
- 17.08 Union Orientation
- A representative of the Union shall have the right to make a presentation of fifteen (15) minutes, following the Employer orientation, to new Employees on the Employer's premises.

## ARTICLE 18

### IN-SERVICE AND PROFESSIONAL DEVELOPMENT

- 18.01 (a) The parties to this Agreement recognize the value of continuing in-service education for Employees and that the responsibility for such continuing education lies with the Employer and the Employee. The term "in-service" includes acquisition and maintenance of essential skills and other programs, related to work with the Employer.

- (b) Employees who, with the prior approval of the Employer, attend an in-service or development program (including e-learning) shall not suffer a loss of pay for such attendance.
- (c) An Employee who is required to attend a training course or seminar, shall be paid at straight time for attendance at such a meeting.

18.02 The Employer may make available in-service education programs as deemed appropriate for the purpose of maintaining proficiency and safe work procedures, including topics on prevention of resident abuse, managing aggressive behaviors, privacy and client confidentiality.

ARTICLE 19  
HOURS OF WORK

19.01 Work Schedules; Scheduling of Hours

- (a) Work schedules covering a four (4) week period will be posted two (2) weeks in advance. Employee requests for specific days off must be submitted to the immediate supervisor two (2) weeks in advance of the scheduled shift.
- (b) The Employer will endeavor to schedule shifts such that there will be a minimum of twelve (12) hours off duty between shifts.
- (c) No Employee shall be scheduled to work more than five (5) consecutive days without being given two (2) or more days off work.
- (d) If the Employer intends to make any changes to the shift patterns or master schedules that are currently in place, the Union shall be notified and the parties will meet to discuss the changes being contemplated.

19.02 Hours of Work

- (a) The following is not a guarantee of hours per day, per week or on a bi-weekly basis.
- (b) Regular hours of work for full-time employees, exclusive of meal periods shall be:
  - (i) Seven point five (7.5) hours per day;
  - (ii) Seventy five (75) hours bi-weekly
- (c) Regular hours of work shall be deemed to:
  - (i) Include, as scheduled by the Employer, two (2) paid rest periods of fifteen (15) minutes during each full working shift of seven and one half (7.5) hours; or
  - (ii) Include, as scheduled by the Employer, one (1) paid rest period of fifteen (15) minutes during each half shift of four (4) hours or more; and
  - (iii) Exclude, a meal period of thirty (30) minutes to be scheduled by the Employer, during each working day, on which the employee works in excess of five (5) hours.
- (d) Employees who are required by the Employer to remain in the building following

the conclusion of their shift to provide a report to their colleagues arriving on the subsequent shift shall be paid an additional fifteen (15) minutes at the employee's regular rate of pay. Such time will not constitute an extension to their normal shift and therefore will not result in overtime.

- (e) Unless an employee is directed by the General Manager or their immediate supervisor to work through their meal period or rest period, they are then expected to take all their designated breaks. Should an employee be directed to work through their meal period or rest period, the employee shall be given a full meal period or full rest period later in the shift. Where receiving a meal period or rest period is not possible, the Employee shall be paid for their meal period or rest period at one point five times (1.5x) the basic rate of pay.
- (f) 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 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.
- (g) Employees who are required to remain in the building during their meal period will be paid one half (1/2) hour straight time. Such time will not constitute an extension to their normal shift.
- (h) When an Employee who is scheduled reports for work in a normal manner and is notified that no work is available employee shall receive a minimum of three (3) hours of pay. The Employer may assign work to the Employee for the three (3) hours.

ARTICLE 20  
NAMED HOLIDAYS

20.01 Regular Full-time Employees shall be entitled to a day off with pay on or for the following Named Holidays:

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

20.02 Regular Full-Time Employees

- (a) Regular full-time Employees who are required to work on any of the above mentioned holidays in section 20.01 shall:
  - (i) be paid at one and one half (1 1/2X) times the basic rate of pay for all regularly scheduled hours worked on a Statutory Holiday and;
  - (ii) an average day's pay or receive a lieu day off with pay at the basic rate of pay to be taken at a mutually agreed time



- (b) Regular full-time Employees shall be entitled to a day off with pay on or for a Statutory Holiday provided they have:
  - (i) Worked for the Employer thirty (30) work days prior to the Statutory Holiday, and;
  - (ii) They work their scheduled shift immediately prior to and immediately following the holiday except where the Employee is absent with the consent of their Employer or due to illness as confirmed by a medical certificate, if required by the Employer, and;
  - (iii) Worked on the Statutory Holiday when scheduled or required to do so.
- (c) A regular full-time Employee required to work on any of the named holidays in section 20.01 receive two (2X) times the Employee's basic rate of pay for hours worked in excess of seven and one half (7.5) hours on such day.

20.03 Regular, Part Time and Casual Employees

In lieu of named holidays, part-time and casual Employees will be paid four point two three (4.23%) percent of the basic rate of pay for hours worked in each bi-weekly period.

A Part-time or casual Employee obliged to work on a Named Holiday shall be paid all hours worked on the Named Holiday at one and one-half (1 1/2X) times his/her basic rate of pay for work performed up to seven and one half (7.5) hours. Two (2X) times the Employee's basic rate of pay shall be paid for hours worked excess of seven and one half (7.5) hours on such day.

20.04 All Employees shall receive either Christmas Day or New Year's Day off, on a rotational basis, Christmas one year and New Year's the next. In the event of a conflict, the deciding factor shall be which holiday the Employee worked the previous year and seniority shall prevail. In the event that an Employee wishes to work both Christmas and New Years and there are Employees who wish to have both off, the principle of rotation and seniority shall apply.

20.05 When a named holiday falls within a full-time Employee's vacation, the Employee will be entitled to an additional day in lieu thereof. The additional day may be added to the Employee's vacation period, and the employee shall be paid at the Basic Rate of Pay.

ARTICLE 21  
ANNUAL VACATION

21.01 Vacation Entitlement

Employees shall receive vacation benefits for the vacation year as follows:

Years of Service	Vacation Entitlement
Less than 1950 hours paid	4% of gross earnings for the vacation year
1 to 4 Years	2 calendar weeks vacation with pay at 4% of gross earnings for the vacation year

5 - 8 years	3 calendar weeks vacation with pay at 6% of gross earnings for the vacation year
Effective January 1, 2022, add an additional step after 8 Years	4 calendar weeks vacation with pay at 8% of gross earnings for the vacation year

21.02 Vacation Year

The vacation year runs from January 1st to December 31st of the calendar year. Vacations are not cumulative from year to year; Employees must take their full vacation entitlement during the applicable vacation year. Vacation cannot be waived, in order to draw double pay.

Vacation may be taken at any time in the vacation year, unless otherwise specified and not in conjunction with the previous year's vacation. In the selection of dates, every effort will be made to be consistent with the necessities of the operation of the Employer to allow Employees to exercise their choice in accordance with their seniority.

Vacations during December 15 to January 15 will be granted based on business needs. Such requests will be on a first come, first serve basis. In the event 2 or more employees apply at the same time, the deciding factor shall be who worked the previous year. The granting of vacation at Christmas is based on the efficient operations of the home year.

Upon request Employees will be allowed to carry-over 10 days, which must be taken before June 30 of the following year. This issue will no longer be discussed or extended beyond June 30.

21.03 Vacation Scheduling

All regular Employees shall be required to submit their vacation requests in writing and the Employer will respond in writing which includes posting the approved vacation schedule on the bulletin board.

Employees who want to take vacation during the months of January 1 to June 30 must submit a written request no later than December 1 preceding year.

Employees who want to take vacation during the months of July 1 to December 31 must submit a written request no later than June 1. The Employer will respond within 7 days of the request.

Approvals for vacation request submitted outside of these times stated above shall be done on a first come first serve basis subject to operational requirements.

ARTICLE 22  
SICK LEAVE

22.01 Following the completion of probation, full time and part time employees are eligible for sick leave. Full-time and part-time employees will accrue three and three quarter (3.75) hours sick leave for every, one hundred sixty two and one half (162.5) hours worked to a maximum of one hundred and eighty (180) hours. The remaining sick leave credits will be transferred to the following year's sick leave bank. The maximum accrual of Sick Leave at any one time is one hundred and eighty (180) hours.

- 22.02 When an Employee has accrued the maximum sick leave credits, the Employee shall no longer accrue sick leave credits until such time as the Employee's total accumulation is reduced below the maximum. At that time the Employee shall recommence accruing sick leave credits.
- 22.03 Sick leave will be granted only for and limited to instances such as personal illness or injury, disease, and non-elective surgery.
- 22.04 Notifying the Employer
- (a) Employees reporting sick shall contact the Employer as soon as possible in order that a replacement may be arranged for or duties redistributed. Failing to do so, the Employee shall be considered absent without leave and the Employer shall make a deduction in pay for the time which expires between the time the Employee should have reported for work and the time at which the Employee reported sick.
  - (b) During an illness of undetermined length, the Employee will notify the Employer of their progress weekly and provide the Employer with a physician's notice of their readiness to return to work as far in advance as possible.
  - (c) Sick relief shifts accepted by Employees may be canceled by the Employer, with as much advance notice as possible, when the regular incumbent returns to work.
- 22.05 Subject to section 22.01, 22.02, 22.03, an Employee granted sick leave shall be paid at their basic rate of pay for regularly scheduled hours absent due to illness, and the number of hours thus paid shall be deducted from their accumulated sick leave credits up to the total amount of their accumulated credits at the time the sick leave commenced.
- 22.06 Proof of Illness
- (a) An Employee may be required to provide a doctor's note, as satisfactory proof of absence and illness for sick leave credits.
  - (b) If the Employee requires a sick leave certificate in accordance with the collective agreement and the doctor charges the employee for such certificate, the Employer will pay up to twenty five (\$25.00) dollars for the certificate.
  - (c) The Employer will advise an Employee of their accumulated sick leave credits when requested.
- 22.07 Upon termination of employment, all sick leave credits shall be canceled and no payment shall be due.
- 22.08 An Employee who has exhausted their sick leave credits during the course of an illness, and the illness continues, shall be required to pay the full cost of the group benefits plan. The Employee shall advise the Employer of their intent to remain on the health benefit plan in writing and shall make arrangements to pay the premiums in a lump sum or on a monthly basis. A failure to remit the payment required will result in cancellation of benefits.

ARTICLE 23  
LEAVE OF ABSENCE

23.01

General Leaves

- (a) Leave of absence without pay may be granted to an Employee at the discretion of the Employer and the Employee shall not work for gain during the period of leave of absence except with the express consent of the Employer. A leave of absence without pay may be granted for education and professional or educational meetings at the discretion of the Employer.
- (b) Requests for a leave of absence, without pay or benefit of Employer contributions will, where possible, be made in writing to that Employee's immediate Supervisor six (6) weeks in advance except that in extenuating circumstances the time factor may be waived or reduced by the Employer. Recognizing that the primary commitment of the Employee is to the Employer, the granting of leaves of absence is subject to the approval of the Employer. Except in exceptional circumstances the Employer will reply in writing to a request for leave of absence within fourteen (14) days of receipt of the request.
- (c) Where an Employee is granted a leave of absence of more than thirty (30) calendar days duration, and that Employee is covered by any or all of the plans specified in Article 34, Employee Benefits, the Employee may, subject to the Insurer's requirements, make prior arrangements for the prepayment of the full premiums for the applicable plans. If the Employee fails to remit the full payment required above, reinstatement in any and all plans shall be subject to the enrolment and other requirements of the underwriter.
- (d) With the exception of a leave of absence for Union business, in the case of a leave of absence in excess of thirty (30) calendar days, Employees shall cease to accrue sick leave and earned vacation to the extent that such leave exceeds thirty (30) calendar days. An Employee's eligibility date for advancement to a higher step on the salary schedule shall also be adjusted by the same amount of time.
- (e) Employees shall not be entitled to Named Holidays with pay which may fall during the leave of absence.
- (f) An Employee who has been granted a leave of absence and overstays the leave without permission of the Employer, shall automatically terminate her position except in cases of extenuating circumstances acceptable to the Employer.

23.02

Maternity Leave

- (a) An Employee who has completed ninety (90) days of continuous employment shall, upon her written request, be granted maternity leave to become effective twelve (12) weeks immediately preceding the expected date of delivery, or such shorter period as may be mutually agreed upon between the Employer and Employee, provided, however, that where in the opinion of the Employer her ability to carry out her normal work assignment becomes limited, she may be placed on maternity leave earlier. Where possible, the Employee shall advise the Employer of her intended commencement date of maternity leave fourteen (14) calendar days in advance, but in any event, shall give the Employer an estimated commencement date no later than six (6) weeks prior to the estimated date of delivery.

23.03

Parental Leave

- (a) An Employee who has completed ninety (90) days of continuous employment shall, upon his written request, be granted an unpaid leave of absence to commence fourteen (14) days prior to the delivery or such longer period as may be mutually agreed between the Employee and the Employer. Such leave shall be without pay and benefits and shall not exceed sixty two (62) weeks.
- (b) For birth mothers, maternity/parental leave entitlement will be a combination of sixteen (16) weeks of maternity leave followed by sixty two (62) weeks of Parental Leave for a total of seventy eight (78) weeks, unless extended by mutual agreement between the Employer and the Employee. Maternity Leave shall be without pay and benefits except for the portion of Maternity Leave during which the Employee has a valid health-related reason for being absent from work.

23.04

#### Adoption Leave

- (a) An Employee who has completed ninety (90) day's of continuous employment with the Employer shall upon her written request, be granted leave without pay for up to sixty two (62) week's as necessary for the purpose of adopting a child.
- (b) The Employee may commence adoption leave upon one (1) day's notice provided that application for such leave is made when the adoption has been approved and the Employer is kept informed of the progress of the adoption proceedings.
- (c) An Employee on such leave shall provide the Employer with four (4) week's notice of readiness to return to work, following which the Employer will reinstate her in the same position held by her immediately prior to taking leave, and at the same step in the pay scale, or provide her with alternate work of a comparable nature at not less than the same step in the pay scale and other benefits that accrue to her up to the date she commenced leave. Provided that an Employee on leave has provided the Employer with at least four (4) week's notice of readiness to return to work, the Employer shall provide any other Employee filling that position with four (4) week's notice of termination of employment or position, as applicable.

23.05

#### Bereavement Leave

- (a) Employees who have completed the probation period will be granted a bereavement leave on the basis of the following:
  - (i) A maximum of three (3) consecutive regularly scheduled days off at no loss of earnings starting on the day of death and ending the day of the funeral of an immediate family member defined as mother, father, step-parent, sister, brother, spouse, child, brother-in-law, sister-in-law, son-in-law, daughter-in-law, parents of spouse, grandchild, grandparent and grandparent-in-law
  - (ii) A maximum of one (1) scheduled day off at no loss of earnings starting on the day of death and ending the day of the funeral of an aunt, uncle, niece or nephew.
  - (iii) In the event of a spring interment, an employee may request in writing to their manager to save one (1) of the days identified without loss of pay to attend the interment which shall be subject to approval of their

manager.

- (iv) In the event that an employee requires an exception based on religious grounds regarding the cut off basis on the date of the internment, they may request this in writing to the Manager or designate.

23.06 Employees are entitled to other leaves under the *Alberta Employment Standards Code*, as amended from time to time. These leaves will be provided in accordance with the rules and conditions provided in the legislation.

23.07 Court Appearance

- (a) If an employee is required to serve as a juror in any court of law, or is required to attend as a witness in a court proceeding in which the Crown is a party, or is required by subpoena to attend a court of law or coroner's inquest in connection with a case arising from the employee's duties at the Residence, the employee shall not lose regular pay because of such attendance, including the selection and all preliminary processes, provided that the employee:
  - (i) notifies the Employer immediately on the employee's notification that they will be required to attend at court;
  - (ii) presents proof of service requiring the employee's attendance; and
  - (iii) deposits with the Residence the full amount of compensation received, excluding mileage, travelling and meal allowance, and an official receipt thereof.

ARTICLE 24  
WAGES

24.01 (a) Wages shall be paid in accordance with Appendix "A", attached to and made part of this Agreement.

(b) The Employer will institute a sign in mechanism for payroll purposes.

24.02 Wages rates are effective on the dates specified in Appendix "A."

(a) An Employee's Basic Rate of Pay will be advanced to the next higher Basic Rate of Pay upon completion of the hours worked in the respective classification in Appendix A.

(b) For clarity, hours counted towards an Employee's next increment include hours worked as follows:

- (i) Regular shifts;
- (ii) Relief or extra shifts;
- (iii) Employer paid education shifts;
- (iv) Paid Named Holidays
- (v) Paid Vacation days

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

24.04 Paydays shall be on bi-weekly basis by direct deposit, into the Employee's account at a

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

24.05

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

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 not later than the pay period in which the underpayment was identified and take such internal administrative action as is necessary to correct such errors. The Employer shall notify the Employee in writing that an underpayment has been made.

24.06

Retroactivity

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

ARTICLE 25  
OVERTIME

25.01

Overtime

- (a) Overtime is all time authorized by the Employer and worked by an Employee in excess of seven and one half (7.5) hours per day or seventy five (75) hours bi-weekly. For the purposes of clarity, daily overtime commences for those employees that fall under section 19.02 (d) and 19.02 (g) when required to stay beyond seven and three quarter (7.75) hours and eight and one quarter (8.25) hours, respectively.
- (b) The overtime rate of one and one half (1 1/2X) times the applicable basic rate of pay shall be paid for overtime hours worked.
- (c) No Employee may waive their entitlement to overtime.
- (d) Daily overtime will be paid as one and one half (1 1/2X) times the employee's basic rate of pay for the first four (4) hours and two times (2X) the Employee's regular wage rate for all subsequent hours.
- (e) Employees may request to receive time off in lieu of overtime at the straight time

banked hourly rate. Any request to bank overtime must be made within the pay period in which it is earned. Such time off shall be taken at a time mutually agreed to by the Employee and the Employer. If the banked time is not used by December 31st in any given year, the banked time shall be paid out at one and one half (1 1/2X) times the Employees' regular wage rate, unless otherwise mutually agreed.

ARTICLE 26

SHIFT DIFFERENTIALS, WEEKEND PREMIUM AND PYRAMIDING

26.01

Evening Shift

Effective two (2) full pay periods following ratification, a Shift Differential of two dollars and twenty-five cents (\$2.25) per hour shall be paid:

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

26.02

Night Shift

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

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

26.03

Weekend Premium

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

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

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

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

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

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

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

26.04

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

26.05

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



ARTICLE 27  
OTHER COMPENSATION

- 27.01 Professional Registration Fees
- The Employer shall pay a maximum of two hundred dollars (\$200.00) towards LPN professional registration fees on an annual basis upon confirmation of enrolment.

ARTICLE 28  
REGISTERED RETIREMENT SAVINGS PLAN (RRSP)

- 28.01 Effective three (3) full pay periods following ratification, the Employer shall provide and administer voluntary contributions to an RRSP program to include the following:
- (a) The Employer will deduct from eligible Employees up to two percent (2%) of the Employee's gross earnings of each pay period to be placed directly into a group RRSP; and
  - (b) In addition to the Employee's contributions, the Employer will match the Employee's contribution of up to five percent (2%) of the Employee's gross earnings of each pay period to be deposited directly into the RRSP plan.
- 28.02 Enrolment in the Group RRSP plan is voluntary. Employees who wish to enroll in the Group RRSP plan must complete an application. An open period will occur once a year in November. In the event a participating Employee opts out of, or withdraws funds from the RRSP, the Employee shall not be eligible to continue participating in the RRSP and the Employer's obligations to contribute to the Plan shall cease.
- 28.03 On a bi-weekly basis, the Employer and each Employee will contribute to the RSP account on all hours paid during the pay period and the Employer will deposit the contributions into the account of the Employee each pay period. Payroll deductions will commence within a reasonable payroll processing timeline; once the Employee has submitted and completed the enrollment process and payroll deduction instructions.
- 28.04 Employees may make additional contributions on a voluntary basis up to the Canada Revenue Agency limits. Such voluntary contributions will not require any additional contributions by the Employer.
- 28.05 Withdrawals from employee and employer required contributions are not permitted unless an employee retires, terminates employment or dies in-service. Withdrawals from voluntary contributions are permitted subject to withholding tax and administration fees.

ARTICLE 29  
HEALTH CARE AND INSURANCE GROUP BENEFITS

- 29.01 All Regular Full-time Employees who are regularly scheduled to work thirty-seven and one-half (37.5) hours per week and Regular Part-time Employees who are regularly scheduled to work twenty-two and one half (22.5) hours weekly or greater will be eligible to participate in the Group Benefits Plan, provided they have completed the probationary period and the requisite waiting period.

Life Insurance

29.02 The Employer will continue a \$10,000 life insurance plan for each employee. The Employer will continue paying one hundred (100%) percent of the cost of this plan.

Health

29.03 The Employer will continue to contribute seventy (70%) percent of the billed premiums towards coverage for Regular Full Time Employees and fifty (50%) percent for Regular Part-time Employees under an Extended Health Care Plan.

Reimbursement for prescribed drugs covered by the plan will be based on the cost of the lowest priced therapeutically equivalent generic version of the drug, unless there is a documented adverse reaction to the generic drug or unless the beneficiary's doctor stipulates that the generic drug is not an alternative, in which case the reimbursement will be for the prescribed drug.

This plan is subject to a one hundred (100%) percent co-insurance for Hospital and Drugs. All other services shall be an eighty (80%) percent co-insurance.

Dental

29.04 The Employer will continue to contribute seventy (70%) percent of the billed premiums towards coverage for Regular Full Time Employees and fifty (50%) percent for Regular Part-time Employees under a Dental Plan based on a one (1) year fee schedule lag providing the balance of the monthly premiums are paid by the employees through payroll deductions.

ARTICLE 30  
CASUAL EMPLOYEES

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

- (a) Article 6 – Union Representation (6.05 does not apply to Casual Employees)
- (b) Article 15 – Seniority
- (c) Article 18 – Probationary Employees and Orientation (18.01, 18.02, 18.03, 18.04, 18.05 do not apply to Casual Employees)
- (d) Article 19 – In-Service Programs and Professional Development (19.05 Professional Fees do not apply to Casual Employees)
- (e) Article 20– Hours of Work (20.01, 20.06, 20.08, 20.09, 20.11 do not apply to Casual Employees)
- (f) Article 22 – Annual Vacation (except 22.05 which does apply to Casual Employees)
- (g) Article 23 – Sick Leave
- (h) Article 25 – Leaves of Absence
- (i) Article 34 – Health Care Benefits
- (j) Article 41 – Layoff and Recall

30.02 Casual Employees

A casual employee is an employee who is called in to work as required, but does not work a regular schedule, or does so only for a specified period of time.

Casual employees must provide their availability six (6) weeks at a time. This availability must include two (2) weekends for the period of availability. A casual employee who has refused to pick up or give availability for a period of three (3) months shall be deemed terminated.

Subject to the requirements established in this Collective Agreement, an applicant for employment who has experience (accumulated hours) with the Employer as a Casual Employee shall be given preference over external applicants.

ARTICLE 31  
LAYOFF AND RECALL

31.01 Joint Discussions

The Employer and the Union recognize the value of joint discussions when a layoff will occur. Representatives of the Employer and the Union may meet to discuss alternative layoff processes that may be more appropriate in the particular circumstances. In the event that the parties do not mutually agree in writing that alternative processes are appropriate, the following will apply.

31.02 Layoff Process

- (a) In reducing the work force, Employees will be laid off in reverse order of seniority within a department, subject to the following:
  - (i) The remaining Employees have the ability to perform the work involved.
  - (ii) An Employee cannot achieve a position in a higher paid position through the operation of the lay-off provisions.
  - (iii) A more senior Employee may be permitted to refuse a reassignment and be laid off.
- (b) Temporary Employees shall be released prior to regular Employees being laid off, provided the regular Employees have the ability to perform the work involved.

31.03 Notice

- (a) Except in cases of emergency, the Employer shall notify Employees who are to be laid off, at least fourteen (14) calendar days prior to the layoff, or shall grant pay in lieu thereof
- (b) The Union shall receive a copy of the notice of layoff forthwith.

31.04 Recall

When Employees are on layoff, the following process for recall shall occur:

- (a) the most senior Employee on layoff with the ability to perform the work involved shall be the first such Employee to be recalled.
- (b) No new regular or temporary Employees will be hired while there are other Employees on layoff awaiting recall.

- (c) The method of recall shall be by telephone and, if contact with the Employee is not accomplished, letter shall be sent by courier or single registered mail to the Employee's last known place of residence. The Employee so notified will return to work as soon as possible, but not later than five (5) days following the date of the telephone contact, or the date of the postmark of the letter. If after one (1) telephone call and letter by single registered mail sent to the Employee's last known place of residence, the Employee has not been contacted or has not been in contact with the Employer within five (5) business days following the date of postmark of the single registered letter, the Employee will come off of the recall list.
- (d) A regular Employee shall be considered terminated when she does not return from layoff as required or has been on layoff for a period of twelve (12) months without being recalled.
- (e) It is recognized and understood that it is the responsibility of the Employee to update the Employer about her whereabouts and to be available for recall. of either party.

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

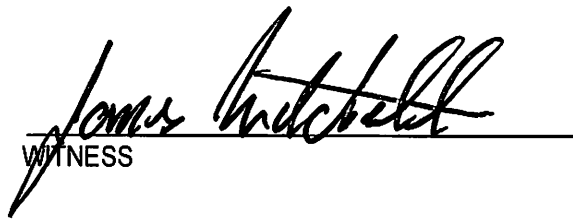
Signed this 24<sup>th</sup> day of July, 2023.

ON BEHALF OF CHARTWELL MASTER  
CARE LP



\_\_\_\_\_  
WITNESS

ON BEHALF OF ALBERTA UNION  
OF PROVINCIAL EMPLOYEES



\_\_\_\_\_  
WITNESS

LETTER OF UNDERSTANDING #1

BETWEEN

CHARTWELL MASTER CARE LP

- and -

ALBERTA UNION OF PROVINCIAL EMPLOYEES  
(The Union)

RE: Health Care Aides designated as Health Professionals

If the Government of Alberta institutes the regulation of the Health Care Aides (HCA) during the term of this collective agreement, the parties agree to meet within 60 days of the legislation coming into full force and effect to discuss the negotiation and application of the Articles of the Collective Agreement which may apply if HCAs are declared "health professionals".

  
On behalf of the Employer

  
On behalf of the Union

Date July 24/2023

Date Aug 2, 2023

**WAGE GRID/ SALARY SCHEDULE A INCREASES AND ADJUSTMENTS**

<b>Job Class</b>	<b>Steps</b>	<b>Current</b>	<b>Effective February 8, 2019</b>	<b>Effective February 8 2020</b>	<b>Effective February 8, 2021</b>	<b>Effective February 8 2022</b>
LPN	Start	\$26.10	\$26.26	\$26.65	\$27.05	\$27.46
	Probation (480 hours)	\$26.64	\$27.01	\$27.42	\$27.83	\$28.24
	1 Year (1950 hours)	\$27.20	\$27.80	\$28.22	\$28.64	\$29.07
	2 Years (3900 hours)	\$27.73	\$28.72	\$29.15	\$29.59	\$30.03
	3 Years (5850 hours)	\$29.95	\$29.59	\$30.03	\$30.48	\$30.94
	4 Years (7800 hours)		\$30.46	\$30.92	\$31.38	\$31.85
	5 Years (9750 hours)		\$31.50	\$31.97	\$32.45	\$32.94
HCA	Start	\$18.96	\$19.25	\$19.54	\$19.83	\$20.13
	Probation (480 hours)	\$19.51	\$19.75	\$20.05	\$20.35	\$20.65
	1 Year (1950 hours)	\$20.05	\$21.15	\$21.47	\$21.79	\$22.12
	2 Years (3900 hours)	\$20.60	\$21.60	\$21.92	\$22.25	\$22.59
	3 Years (5850 hours)	\$21.16	\$22.00	\$22.33	\$22.66	\$23.00
	4 Years (7800 hours)		\$22.40	\$22.74	\$23.08	\$23.42
	5 Years (9750 hours)		\$22.87	\$23.21	\$23.56	\$23.91