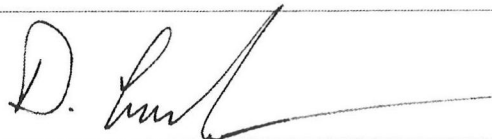



PREAMBLE AND PURPOSE

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



It is the mutual desire and intent of the Parties:

- (a) To maintain and improve efficient and harmonious relations and settle conditions of employment between the Employer and the Union;
- (b) To recognize the mutual value of joint discussions and negotiations in all matters pertaining to working conditions;
- (c) To promote the morale, well being and security of all the Employees in the Bargaining Unit of the Union;
- (d) It is the desire of the Parties to provide quality and compassionate care for the residents to meet their physical and emotional needs in a safe, comfortable environment, treating them and their families with the respect and dignity they deserve.

FOR THE EMPLOYER	FOR THE UNION
	
DATE: Oct 14/2022	DATE: October 4, 2022

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 residents in the Facility, and to maintain order, discipline and efficiency and in connection therewith to establish and enforce rules and regulations, policies and practices from time to time to be observed by its Employees and to alter such rules and regulations provided that such rules and regulations shall not be inconsistent with the provisions of this Agreement. Such rules will be made available to the Union. The Employer reserves the right to introduce new rules from time to time, copies of which will also be made available to all Employees and the Union.
 - (d) To determine the number of Employees to be employed, the extension, limitation, curtailment or cessation of operations or any part thereof and to determine and exercise all other functions and prerogatives which shall remain solely with the Employer except as specifically limited by the express provision of this Agreement.

FOR THE EMPLOYER	FOR THE UNION
	
DATE: <i>Oct 14 / 2022</i>	DATE: October 4, 2022

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 it shall not obstruct the Chartwell logo on the uniform. No Union insignia shall be displayed on the Employer's equipment. Such insignia shall be consistent with Chartwell's safety standards.

4.06

Bulletin Board Space



The Employer shall provide a bulletin board in the 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 to the premises for Union business will not be unreasonably denied.
- (b) Union membership meetings may be held on Employee premises subject to the approval of the Employer. Access to the premises for Union membership meetings will not be unreasonably withheld.



FOR THE EMPLOYER	FOR THE UNION
	
DATE: <i>Nov 30/2022</i>	DATE: Nov 30, 2022

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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 which will be implemented by the Employer on the first pay period following the thirty (30) day notification. The Employer shall deduct from each Employee the amount of the union dues as calculated each pay period and remit same to the Union within thirty (30) days.

5.02 **Monthly Dues Submission**

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

5.03 **Seniority List**

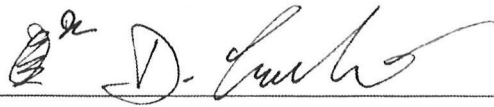

Twice annually in January and July or when Employees have been served notice of Layoff/ Recall, the Employer shall provide the Union with a computerized list which will include Employee name, Employee number, seniority date, address, phone number(s) and email (if available).

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.

5.05 In consideration of the deducting of Union dues by the Employer, the Union agrees to indemnify and save harmless the Employer against any claims or liabilities arising or resulting from the operation of this Article.

5.06 For the purposes of implementation, after receipt of written authorization from the Union, the Employer shall begin dues deductions on the first day of the first pay period following date of ratification (to be inserted).

FOR THE EMPLOYER	FOR THE UNION
	
DATE: Oct 14/2022	DATE: October 4, 2022

ARTICLE 6: UNION REPRESENTATION

6.01 **Union Representation**

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

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

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

6.02 **New Employees**

It is mutually agreed that a Union Representative shall be given the opportunity to provide an orientation to each new Employee for **thirty (30)** minutes once, prior to the end of the probation period for the purposes of informing such Employee of the existence of the Union in the residence, and for presenting such Employee with a copy of the Collective Agreement. Where practical, such orientation shall be scheduled during the time period for the Employer's orientation of the new Employee.

6.03 **Stewards**

The Employer acknowledges the rights of the Union to appoint or otherwise select two (2) Union Stewards at the worksite 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 right at any time to have the assistance of an 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 Steward to leave their work for this purpose, they will request time off from the immediate supervisor (or authorized designate not within scope of the collective agreement) and provide as much advance notice as possible. Arrangements will be made by the supervisor to permit Union Stewards to leave their work, as soon as reasonably possible, for this purpose with no loss of regular

earnings. Such time off shall be granted only upon the approval of the supervisor or authorized alternate, and approval shall not be unreasonably withheld.

6.04 Assistance by AUPE Staff

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

6.05 Union Representatives Leave

When it is necessary for a Union member to make a request for a leave of absence to perform the duties of any office of the Union, the application for leave must be made in writing to the General Manager or designate for approval. The application for leave will be made in writing with as much advance notice as possible, but not less than four (4) weeks' notice. The Employer may consider requests with less than four (4) weeks' notice.

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

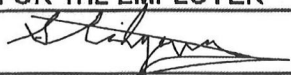

It is understood that such leave shall not exceed sixty (60) days per year for the bargaining unit, not including leaves for elected representatives on the Bargaining Committee and Chapter Executive Committee.

6.06 Full-time Union Leave

Employees who are elected for a Full-time position with the Union shall be granted leave of absence without pay and without loss of seniority.

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

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

FOR THE EMPLOYER	FOR THE UNION
	
DATE:	DATE: Sept 14/23


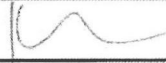
ARTICLE 7: WORKPLACE PRIVACY

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

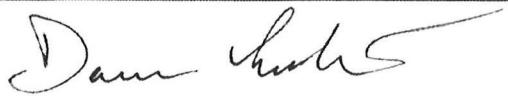

Surveillance Cameras Surveillance cameras and related equipment may be installed by the Employer to protect critical areas of the Employer's premises from theft or to enhance the personal safety of residents and Employees. Surveillance cameras and related equipment shall not be used in employee-occupied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

FOR THE EMPLOYER	FOR THE UNION
	
DATE:	DATE: Sept 14/23

ARTICLE 9



RESPECTFUL WORKPLACE – NO DISCRIMINATION OR HARASSMENT

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

FOR THE EMPLOYER	FOR THE UNION
	
DATE: Oct 14/2022	DATE: October 5, 2022

ARTICLE 10: HEALTH AND SAFETY

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

FOR THE EMPLOYER	FOR THE UNION
	
DATE:	DATE: Sept 14 / 23

ARTICLE 11
JOB PERFORMANCE

11.01 Performance Appraisals



The Parties recognize the desirability of a performance appraisal system designed to effectively evaluate performance and assist in the development of Employees. The purpose of the performance appraisal is to constructively review the Employee's performance during the review process.

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 appraisal document by their Supervisor or Manager. Employees shall sign their performance appraisal document for the sole purpose of indicating that they are aware of the performance appraisal and that it has been discussed with the Employer. An Employee shall have the right to respond in writing within ten (10) calendar days of the performance appraisal, and that reply shall be placed in the Employee's personnel file.

11.03 Release of Performance Appraisal

An Employee's performance appraisal 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.

FOR THE EMPLOYER	FOR THE UNION
	
DATE: <i>Oct 14/2022</i>	DATE: October 4, 2022

ARTICLE 12



DISCIPLINE AND DISMISSAL

- 12.01 Except for the dismissal of a probationary Employee, 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 of 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 they are 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 closure 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 their personnel file be cleared of any record of the disciplinary action. Such request shall be granted provided the Employee's file does not contain any further record of disciplinary action, during the two (2) year period, of which the Employee is aware. 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, and holidays, an Employee may view their personnel file at their 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 their 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 their 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.

FOR THE EMPLOYER	FOR THE UNION
	
DATE: <i>Nov 21/2022</i>	DATE: November 16, 2022

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 13.09 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 13.09. 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 Representative who may, at the request of an Employee, accompany or represent the Employee in the processing of a grievance with the Employer.

The Chapter and its members shall have the right at any time to the assistance of Union Staff Representatives when dealing or negotiating with the Employer on matters arising out of the collective agreement or when processing a grievance.
- (b) The Employer agrees that Union Representatives shall not be hindered, coerced or interfered with in any way in the performance of their functions while

investigating disputes and attending meetings as provided in this Article. However, no representative shall leave work without authorization as per Article 6 - Union Representation. A Union Representative shall not suffer any loss of pay for time spent in the performance of duties involving a grievance provided that the representative does not leave the worksite.

- (c) The Employer will provide the Union within three (3) months of the signing of this agreement a written list of the titles of Authorized Representatives who will 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 23 Named Holidays.

- (a) The time limits set out in the grievance procedure may be extended by mutual agreement between the Parties in writing.
- (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 ten (10) days of the date they became aware or reasonably should have been aware of the event leading to the complaint, first discuss the matter with the manager and attempt to resolve the complaint at this stage.

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

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

- (b) Step 2 – Written Grievance

If the difference is not resolved at Step 1, written grievances shall be submitted:

- (i) In the case of an individual grievance, within ten (10) days of the Employee receiving the manager's response to the complaint in Step 1; or
- (ii) in the case of a group or policy grievance, within ten (10) 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
- (iii) in the case of an Employer grievance, within ten (10) days of the date ~~any of~~ the Employer became aware or reasonably should have been aware of the event leading to the grievance. df

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. The General Manager or designate shall meet with the Grievor and the Union Representative 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 Voluntary Non-binding Mediation if agreed to by the parties, or Step 3 - Arbitration.

Employer grievances shall be submitted to the President of the Union or designate.

The President of the Union or designate shall meet with the Employer within five (5) days of receiving the written grievance. The President 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 Voluntary Non-binding Mediation if agreed to by the parties, or Step 3 - Arbitration.

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 decide to proceed to Arbitration.

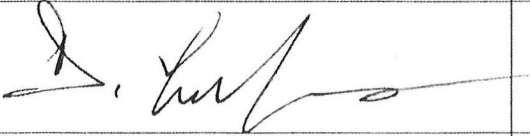

13.11

Step 3: Arbitration

If the final settlement of the grievance is not reached at Step 2 or through Voluntary


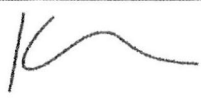
Non-binding Mediation, then the grievance may be referred in writing to arbitration within ten (10) calendar days after the decision is given under Step 2. If no such written request for arbitration is received within the time specified, then it shall be deemed to have been abandoned.

- (a) Either party wishing to submit a grievance to Arbitration shall, within ten (10) days of the receipt of the decision at Step 2 of the grievance procedure, or the conclusion of mediation if applicable, shall notify the other party in writing of its arbitration to do so and shall nominate an individual to serve as a sole arbitrator.
- (b) The party receiving the notice shall respond in an effort to agree on the selection of a mutually acceptable sole arbitrator. Where agreement on a mutually acceptable sole arbitrator cannot be reached within ten (10) days of the receipt of the notification, the parties shall request the Department of Labour to appoint an arbitrator; or
- (c) by mutual agreement of the Parties, a three (3) person Arbitration Board, rather than a sole arbitrator shall be used. The Party requesting the use of an Arbitration Board shall indicate to the other Party within ten (10) days of the grievance being advanced to arbitration, their nominee to the Arbitration Board. The two (2) nominees shall, within fourteen (14) days, appoint a third person as the Chair of the Arbitration Board. If the two (2) nominees fail to agree upon a Chair within the time limits, the Chair shall be appointed by the Minister of Labour for the Province of Alberta.
- (d) After a single arbitrator has been selected, or the Arbitration Board has been formed in accordance with the above procedure, they shall meet with the Parties within twenty-one (21) days or as soon as reasonably practicable and hear such evidence as the Parties may desire to present and assure a full, fair hearing, and shall render the decision in writing as soon as reasonably practicable.
- (e) The sole arbitrator or Arbitration Board shall hear and determine the difference and shall issue an award in writing. The decision of the Arbitrator or majority of the Arbitration Board shall be final and binding upon the Parties and upon the Employee(s) affected by it. When there is no majority decision, the decision of the Chair shall be the decision of the Board.
- (f) The sole arbitrator or Arbitration Board, by its decision, shall not alter, amend or change the provisions of this Collective Agreement.

FOR THE EMPLOYER	FOR THE UNION
	
DATE: Nov 21/2022	DATE: Nov 16, 2022

ARTICLE 14
PROBATION

- 14.01 (a) A newly hired Employee must successfully complete a probationary period of six (6) months or four hundred eighty (480) hours worked, whichever comes first.
- (b) The probationary period may be extended by an additional period of two hundred and fifty-six (256) hours worked, subject to mutual agreement by the Employer and the Union.
- (c) If 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.
- 14.02 The Employer shall provide a performance appraisal, in writing, of each probationary Employee at least once during their probationary period.
- 14.03 A probationary Employee who becomes the successful applicant for a different job classification is required to complete the remainder of their initial probationary period.

FOR THE EMPLOYER	FOR THE UNION
	
DATE: Nov 17/2022	DATE: November 16, 2022



ARTICLE 17: CLASSIFICATIONS

- 17.01 Current job descriptions shall be available to all Employees upon commencing employment.

- 17.02 In the event the Employer changes or amends the job description for any of the classifications, the Employee shall be advised and a copy of the amended job description will be forwarded to the Chapter Chair.


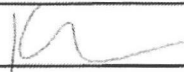
- 17.03 In the event that the Employer changes the classification of the work being performed by a Regular Employee to a classification with a higher basic rate of pay, such Employee will be placed on the wage scale for classification with the higher rate of pay at a step in the new scale that results in an increase.

- 17.04 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 their previous basic rate of pay until the basic rate of pay for the lower paid classification is equal to or greater than their previous basic rate of pay, or for a period of four (4) months, whichever is earlier, at which time they will then receive the basic rate of pay for the classification to which the position is allocated.

FOR THE EMPLOYER	FOR THE UNION
	
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ARTICLE 26: WORKERS COMPENSATION

- 26.01 Employees shall not be entitled to a named holiday or a compensating day off in lieu of a Named Holiday from the Employer while receiving benefits from Workers' Compensation.
- 26.02 An Employee who has been on Workers' Compensation in excess of thirty (30) calendar days and who is certified by the Workers' Compensation Board to be fit to return to work and who is capable of performing the duties of their former position, shall provide the Employer with one-week written notice of readiness to return to work. The Employer may accommodate return to work sooner than one (1) week where agreeable between the Employer, the Union and the Employee.

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ARTICLE 27: LEAVES OF ABSENCE

27.01 General Conditions

(a) Requests for a leave of absence, without pay or benefit of Employer Contributions will, where possible, be made in writing to the General Manager six (6) weeks in advance, except that in extenuating circumstances the time factor may be waived or reduced. The granting of leaves of absence is subject to the approval of the Employer. A Leave of Absence in extenuating circumstances will not be unreasonably denied. 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.

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.

(b) Such leave may be extended with the written approval of the Employer in extenuating circumstances. Except in extenuating circumstances, an Employee who has been granted leave of absence and overstays the leave without permission of the Employer shall automatically terminate their employment with the Employer.

(c) Employees shall not be entitled to Named Holidays with pay, which may fall during a period of leave of absence without pay. Vacation and sick leave credits shall not accrue during the leave of absence.

(d) Employees granted leave may, at the discretion of the Employer, be required to use up accumulated vacation entitlement prior to returning to duty.

(e) For the portion of maternity leave during which an Employee has a valid health related reason for being absent from work and who is in receipt of sick leave benefit plan premium payments shall be administered in the same fashion as an Employee absent due to illness.

*** Nov 16 afternoon: Parties agree should go into Maternity Leave section. ***

(f) Subject to the terms, conditions, and limitations of the applicable plans, group insurance benefits shall be provided by the Employer for the first thirty (30) days after the leave begins. Employees will become responsible for the full cost of benefits if they wish the coverage to continue.

(g) The Employee will be reinstated in the same or comparable position with earnings and other benefits equal to those received when the Leave began.

27.02 Maternity, Parental, Adoption Leave

(a) Maternity Leave

(i) 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.

- (ii) An Employee must take at least six (6) weeks of Maternity Leave after the birth of her child, unless the Employer agrees to early resumption of employment. The Employee must provide a medical certificate indicating that resumption of work will not endanger her health.
- (iii) The Employee must give at least four (4) week's written notice that they intend to return to/not return to work.

(b) **Parental Leave**

- (i) An employee who is a father and/or same sex partner 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.
- (ii) For birth parents, maternity/parental leave entitlement may 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. 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.
- (iii) The Employee must give at least four (4) week's written notice that she/he intends to return to/not return to work.

(c) **Adoption Leave**

- (i) An Employee who is an adoptive parent for any child under age 18 who has completed ninety (90) days of continuous employment with the Employer shall upon their written request, be granted leave without pay for up to sixty-two (62) weeks as necessary for the purpose of adopting a child.
- (ii) The Employee may commence adoption leave upon one (1) days' notice provided that the 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.
- (iii) The Employee must give at least four (4) week's written notice that she/he intends to return to/not return to work.

- (d) Parental/ Adoption Leave may be taken by one parent or shared between two parents but the total combined leave cannot exceed seventy-eight (78) weeks, unless extended by mutual agreement between the Employer and the Employee.
- (e) Parental/ Adoption Leave can begin at any time after the birth or adoption of the child but must be completed within seventy-eight (78) weeks of the date a baby is born, or an adopted child is placed with the parent.

27.03

Bereavement Leave

- (a) When a death occurs in the immediate family of an Employee, the Employee shall be granted Bereavement Leave for **three (3)** consecutive days without loss of income, commencing or ending with the day of the funeral, or other time frame as mutually agreed.
- (b) "Immediate family" shall mean: parents, step-parents, sibling, spouse, child, siblings-in-law, children-in-law, parents of spouse, grandchild, grandparent and grandparent-in-law.
- (c) Bereavement Leave shall be extended by up to two (2) additional days with no loss of income if travel out of province is necessary for the purpose of attending the funeral. At the time of the Bereavement Leave notification, the Employer may request reasonable evidence of travel out of province. Requests for unpaid Leave of Absence for additional Bereavement Leave to travel out-of-country shall not be unreasonably denied.
- (d) In the event of a spring internment, an employee may request in writing to their manager to save one (1) of the days identified without loss of pay to attend the internment which shall be subject to approval of their manager.
- (e) Bereavement Leave with pay may be granted for one (1) day for the funeral/memorial service of a close friend or more distant relative than outlined in 27.03 (b).

27.04

Domestic Violence Leave

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

doctor, a family violence support service, a police officer, or lawyer.

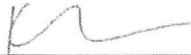
27.05 **Court Appearance**

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.

27.06 **Employment Standards Leaves**

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.

FOR THE EMPLOYER	FOR THE UNION
	
DATE:	DATE: Sept 14/23

ARTICLE 28: WAGES

28.01 Wages shall be paid in accordance with this Agreement.

28.02 Wages rates are effective on the dates specified in this Agreement.

(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 their respective classifications.



(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 and worked Named Holidays;
- (v) paid Vacation days; and
- (vi) all paid absences.

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

28.04 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).

28.05 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.

FOR THE EMPLOYER	FOR THE UNION
	
DATE:	DATE: Sept 14/23

LETTER OF UNDERSTANDING

Re: Contracting Out



Where the Employer finds it necessary to transfer, assign, sub-contract or outsource any work or functions performed by Employees covered by this Agreement, the Employer shall notify the Union with as much notice as possible but in any event, not less than sixty (60) days in advance of such change and shall meet, discuss and consult with the Union about reasonable measures regarding the interests of affected Employees. This article does not apply to occasional use of staffing agencies to supplement staff if call in procedures as per 19.05 have failed to result in sufficient staffing levels being present.

Re: Extending Vacation with an Unpaid Leave of Absence

The Employer will advise Employees that they may request up to five (5) days of unpaid leave of absence, which may be taken either on their own, in the case of Employees who do not have accrued vacation available or to extend a vacation. A leave of absence may be approved provided the Employee has exhausted all vacation time of with pay earned to date. A leave of absence will not be unreasonably withheld.

Re: Joint Health and Safety Committee

For informational purposes only, this requires a minimum of four (4) representatives at the time this Collective Agreement is implemented.

FOR THE EMPLOYER 	FOR THE UNION 
DATE:	DATE: Sept 14/23