



Collective Agreement

Between

Yarrow Limited Partnership – Golden Sands

And

Alberta Union of Provincial Employees

Local 047 Chapter 057

Expires: December 31, 2026

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PREAMBLE

It is the desire of all parties to this Agreement

- (a) to encourage efficiency in operation;
- (b) to establish and maintain harmonious relations and settled conditions of employment between the Employer and the Union;
- (c) to provide for a prompt and orderly method of settling disagreements which may arise under this Agreement.
- (d) It is the desire of both parties to provide a high standard of care for Residents to meet their physical, emotional and spiritual needs in a safe comfortable environment, treating the Residents and their family members with respect and dignity.

ARTICLE 1

TERM OF AGREEMENT

1.01 This collective agreement shall be in force and effect from January 1, 2023 to December 31, 2026.

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.

1.02 Where notice to commence collective bargaining is served under 1.01 above, this Agreement shall remain in full force and effect as per the bridging provisions of the *Labour Relations Code*.

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

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.

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

In the case of the Employer to:

Senior Director, Labour Relations
Optima Living
55 Water Street
Vancouver, BC V6B 1A1

And in the case of the Union to:

The President
Alberta Union of Provincial Employees
100525 – 182 Street
Edmonton, AB T5S 0P7

ARTICLE 2
DEFINITIONS

- 2.01 "Code" means the *Labour Relations Code*, as amended from time to time.
- 2.02 "Arbitration" shall take meaning from the section of the *Code* dealing with the resolution of a difference.
- 2.03 "Union" shall mean the Alberta Union of Provincial Employees (AUPE). In the event of a change of name of the aforementioned Union, the subsequent name shall be recognized.
- 2.04 "Basic Rate of Pay" shall mean the applicable step in the pay range applicable to an Employee in accordance with the Employee's classification as set out in the Wage Appendix, exclusive of all premium payments.
- 2.05 "Continuous Service" shall mean the period of employment commencing on the latest date of employment within the bargaining unit that is not interrupted by termination or dismissal.
- 2.06 "Employee" shall mean a person covered by this Collective Agreement and employed by the Employer. At the time of hire the employment status of each Employee shall be determined in accordance with the following:
- (a) "Regular Employee" is one who works on a full-time or part-time basis on regularly scheduled shifts of a continuing nature:
 - (i) "Full-time Employee" is one who is regularly scheduled to work the full specified hours in Article 10 11- Hours of Work, (seventy-five hours (75), eighty hours (80) or eighty-four hours (84) biweekly where applicable) of this Collective Agreement;
 - (ii) "Part-time Employee" is one who is regularly scheduled for less than the normal hours specified in Article 10 11- Hours of Work, (seventy-five hours (75), eighty hours (80) or eighty four hours (84) bi-weekly where applicable) of this Collective Agreement.
 - (b) "Casual Employee" shall mean an Employee who:
 - (i) is regularly scheduled for a period of ninety (90) calendar days or less for a specific job; or
 - (ii) relieves for absences the duration of which is ninety (90) calendar days or less; or
 - (iii) works on a call-in basis and is not regularly scheduled.
 - (c) "Temporary Employee" is one who is hired on a temporary basis for a full-time or part-time position:
 - (i) for a specific job of more than three (3) months but less than twelve (12) months. A request by the Employer to extend the time limit shall not be unreasonably denied by the Union; or
 - (ii) to replace a Full-time or Part-time Employee who is on approved leave of absence for a period in excess of three (3) months; or

- (iii) to replace a Full-time or Part-time Employee who is on leave due to illness or injury where the Employee has indicated that the duration of such leave will be in excess of three (3) months.
- 2.07 (a) "Employer" shall mean Yarrow Limited Partnership dba "Golden Sands" Lac La Biche, AB.
- 2.07 (b) "General Manager" shall mean the person who is responsible for the day-to-day operation of Yarrow Limited Partnership dba "Golden Sands" Lac La Biche, AB. In the absence of the General Manager an appointed alternate shall be designated to act in their capacity.
- 2.08 In referencing individuals, the singular shall include the plural and vice-versa, as applicable.
- 2.09 "Site" shall mean the entirety of Yarrow Limited Partnership dba "Golden Sands" Lac La Biche, AB. located at 9210 – 91 Avenue, Lac La Biche, Alberta.
- 2.10 "Shift" shall mean daily scheduled hours of work of not less than three (3) consecutive hours, excluding overtime hours.
- 2.11 "Shift Cycle" means the period of time when the shift schedule repeats itself. In those instances where the schedule does not repeat itself, the term "Shift Cycle" shall be understood to mean a period of time not exceeding twelve (12) weeks.
- 2.12 For the purpose of applying the terms of this Collective Agreement, time worked shall be deemed to have been worked on the day on which the majority of hours of the shift fall.
- 2.13 (a) "Union Representative" means a representative from the Union authorized by the Union to act on behalf of an Employee; and
- 2.13 (b) "Union Steward" shall mean an Employee in the Bargaining Unit who has completed the required AUPE courses and training necessary to be registered by the Union to provide Union representation to AUPE Members.
- 2.14 "Local" means AUPE Local 047.
- 2.15 "Chapter" means Chapter 057, which is a subset of AUPE Local 047.
- 2.16 "Bargaining Unit" shall mean the unit of Employees as described on the Labour Relations Board Certificate.
- 2.17 "Position" means: the Employee status; the classification; and the full-time Equivalency (FTE).
- 2.18 "Classification" refers to the current classifications in the bargaining unit that are listed in Schedule "A" of this agreement.
- 2.19 "FTE" means Full-Time equivalent.
- 2.20 "Status" for employment means – Regular Employee or Casual Employee or Temporary Employee.
- 2.21 The words "bi-weekly" shall mean the two calendar weeks constituting a pay period. A pay period commences on Sunday and ends on Saturday.

- 2.22 “Shift Schedule” is the list of shifts that are required to be worked.
- 2.23 “Master Rotation” is the master work schedule of off-duty and on-duty shifts which rotates a consistent pattern of shifts that repeats itself during a maximum twelve (12) week period.
- 2.24 “Licensed Practical Nurse” (LPN) means a person who is registered as a licensed nurse and who holds a current practice permit pursuant to the *Health Professions Act and Regulations*.
- 2.25 “Health Care Aide” (HCA) is an Employee who has successfully completed and holds a recognized certificate as a Health Care Aide or equivalent. Only Employees holding a recognized certification as a Health Care Aide shall be employed as a Health Care Aide.

ARTICLE 3

UNION RECOGNITION

- 3.01 The Employer recognizes the Alberta Union of Provincial Employees as the sole and exclusive collective bargaining agent on behalf of all Employees included in the Certificate 67-2019 issued by the Alberta Labour Relations Board as may be amended from time to time.
- 3.02 No Employee shall be required or permitted to make any written or verbal agreement, which may be in conflict with the terms of this Collective Agreement.
- 3.03 The parties shall exchange lists of designated persons who may generate or receive correspondence arising out of the administration of the Collective Agreement. The lists shall be updated as changes occur.
- 3.04 Persons whose jobs are not in the bargaining unit shall not work on a job which is included in the bargaining unit, except in an emergency or when a regular employee is not available or for the purposes of training or instruction, and provided the act of performing the work does not reduce the hours of pay or work of any regular employee.
- It is understood that the excluded personnel (as identified in Letter of Understanding #2) if qualified, as part of their duties, has the right to occasionally do the work of Employees covered Agreement or for the purposes of instructing new Employees and for filling shifts if no regular employee is available.
- 3.05 It shall be the responsibility of the Employee to keep the Employer informed of their current address, in case it is necessary to notify the Employee of any matter under this Agreement. Notices may be given personally or by registered mail addressed to the Employee at their last known address shown on the payroll system. Such notice shall be deemed to have been given on the date the notice was hand delivered or registered with the Postal Authorities.
- 3.06 (a) The Union agrees that it will not conduct Union business on the Employer premises without the Employer’s prior approval.

- (b) The Employer shall grant Union Representatives access to its premises for Union business subject to approval of the General Manager or their designate.
- (c) Employees will not conduct Union business on the Employer's premises without the Employer's prior approval.
- (d) On an annual basis, the Union Representative (Membership Services Officer) shall notify the Employer in writing of the name of each Union Steward and Chapter Executive.

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

ARTICLE 4

BULLETIN BOARDS

4.01 The Employer shall provide a standard-sized bulletin board, which shall be placed in the Employee Lounge room so that all Employees shall have access to it. It is not the intention of the Union to post anything objectionable or offensive and any such items posted on the bulletin board may be removed by the Employer.

ARTICLE 5

MANAGEMENT RIGHTS

5.01 The Employer reserves all rights not restricted by this Collective Agreement.

ARTICLE 6

DUES DEDUCTIONS AND UNION BUSINESS

6.01 The Union shall provide the Employer with the mathematical equation to be used to arrive at the amounts to be deducted from Employees' wages. Following receipt of this information, the Employer agrees to deduct from the wages of Employees covered by this Collective Agreement, an amount equal to the monthly Union dues as determined by the Union. Such deductions shall be forwarded to the Union no later than the fifteenth (15th) day of the following month in which the dues were deducted.

6.02 Such deductions shall be accompanied by a list that shall indicate each Employee's name, along with the amount deducted and shall indicate newly hired and terminated Employees.

The remittance list shall specify the following:

- (a) the Employee's name;
- (b) home mailing address;
- (c) home telephone number;

- (d) personal cellular number (if provided to the Employer);
- (e) home email address (if provided to the Employer);
- (f) classification and position;
- (g) site and department;
- (h) status (Regular Full-time, Regular Part-time, Temporary, Casual);
- (i) hourly rate of pay and full-time equivalency [FTE];
- (j) the amount of deduction for each Employee;
- (k) the Employee's gross pay; and
- (l) long-term absence status (where applicable).

6.03 The Employer agrees to show the total amount of Union dues on the Employee's T-4 slips.

6.04 (a) The Union shall advise the Employer in writing of any changes in the amount of dues to be deducted from the Employees covered by this Collective Agreement. Such notice shall be provided at least thirty (30) calendar days prior to the effective date of change.

(b) The Union will save the Employer harmless from any claims that may arise from any action taken at the request of the Union.

6.05 The Employer agrees that upon request a Union Representative or their designate shall be given the opportunity to meet with newly hired Employees working within the bargaining unit for up to fifteen (15) minutes, for the purpose of advising the Employee of their rights and obligations under this Agreement.

6.06 Employees shall have the right at any time to have the assistance of a Union Representative or Union Steward when dealing with the Employer on matters related to labour relations issues, investigations or potential discipline or termination. Labour relations issues do not include normal supervisory and managerial actions such as: decisions relating to an Employee Care Partners' responsibilities, deadlines, reorganizations, service instructions, feedback and work evaluations.

6.07 No individual Employee or group of Employees shall undertake to represent the Union at meetings with the Employer without proper authorization of the Union. As per 3.03, the Union Representative (Membership Services Officer) will provide the Employer a list of those Stewards authorized to handle grievances, bargaining or otherwise represent Employees. Stewards shall not leave their duties to perform Union business, without the prior approval of the General Manager. Permission will not be unreasonably withheld.

6.08 Where a Steward or Union Representative is not available a scheduled meeting with an Employee shall not be postponed for a period in excess of forty-eight (48) hours from the initially scheduled time and date of that meeting.

6.09 The Employer will provide a copy of all postings and notices of hire to the Chapter Chair. Terminations, and disciplinary letters shall be provided to the Union Representative (Membership Services Officer).

ARTICLE 7
RESPECTFUL WORKPLACE

7.01 The Employer, the Union and Employees are committed to a safe a respectful workplace where workplace violence, discrimination, bullying and harassment are not tolerated. The Parties agree that for the purposes of this agreement, the Employer's Policy and Procedure will be followed.

Harassment and bullying does not include normal supervision and discipline for just cause by a manager or supervisor exercising authority as part of their role.

Examples of reasonable management action may include decisions relating to an Employee Care Partners' responsibilities, workloads, deadlines, reorganizations, service instructions or feedback, work evaluation, performance management or disciplinary actions.

7.02 The Employer, the Employee and the Union agree to abide by the Alberta Human Rights Act.

7.03 The Parties acknowledge the benefit of informal discussion between Employees and their supervisor, and between the Union and the Employer, with the intent that problems and concerns be resolved without recourse to formal complaint or grievance process.

7.04 As part of the informal resolution, an Employee who has a complaint of workplace violence, discrimination, bullying or harassment has a responsibility to document the incident and advise the offender that their actions are unwanted and improper. If the Employee is uncomfortable or feels intimidated about confronting the offender, the Employee shall contact their immediate supervisor, manager or Union Representative for assistance.

7.05 When an Employee submits a complaint of workplace violence, discrimination, bullying or harassment, as the specifics indicate, the complaint will be investigated as soon as possible and in accordance with the Employer's Policy and Procedure. All Employees are required to cooperate with the investigation and maintain confidentiality.

7.06 If the investigation determines that workplace violence, discrimination, bullying or harassment, has occurred, the Employer may impose disciplinary action, up to and including termination. Such disciplinary action shall not be subject to the provisions of Article 19 Grievance Procedure.

7.07 If the investigation determines that the Employee acted in bad faith in making the complaint or workplace violence, discrimination, bullying or harassment, the Employer may impose disciplinary action, up to and including termination. Such disciplinary action shall not be subject to the provisions of Article 19 Grievance Procedure.

- 7.08 The Employer will not tolerate any form of retaliation against an Employee who, in good faith, makes a complaint of workplace violence, discrimination, bullying or harassment. Any alleged retaliation may be considered an act of workplace violence, discrimination, bullying or harassment and, therefore, subject to an investigation under the Employer's Policy and Procedure. Any disciplinary action arising from such investigation shall not be subject to the provisions of Article 19 Grievance Procedure
- 7.09 Clause 7.02 shall not apply with respect to a refusal, limitation, specification or preference based on a bona fide occupational requirement.
- 7.10 The Parties agree that neither Party should be required to defend itself in multiple forums. In the event that an Employee or either Party to this agreement files a complaint under any Alberta statute on the same or substantially the same facts and circumstances as those advanced under any grievance filed under this Article the grievance may not be referred to arbitration.

ARTICLE 8
ENGLISH LANGUAGE WHILE WORKING

- 8.01 The Union and the Employer recognize the diversity of the workplace and the multi-cultural and linguistic composition of the workforce. Employees shall speak the English language while on Employer paid time, unless required otherwise for the care of the resident. However, while on unpaid time, Employees may speak any language provided they are not in the residents' rooms or the common or service areas of the site.

ARTICLE 9
CLASSIFICATIONS AND JOB DESCRIPTION

- 9.01 The Employer agrees to provide the Union and existing Employees with the current job descriptions within thirty (30) days of the signing of this Agreement.
- The Employer shall provide, upon hire, each new Employee with a copy of the job description applicable to their position. The document shall be signed by both the Employee and the Employer. Upon any changes made to the job description, the affected Employee(s) shall receive and sign the updated copy.
- 9.02 Any amendments to the job descriptions shall be done in consultation with the Union.
- 9.03 **NEW CLASSIFICATIONS OR CHANGES IN CLASSIFICATION**
- When the duties of any classification are significantly changed or when a position not covered in Schedule "A" is established during the term of this Agreement, the rate of pay shall be subject to negotiations between the Employer and the Union. If the parties are unable to agree on the reclassification and/or rate of pay of the job in question, such dispute shall be submitted to grievance and arbitration. The new rate shall become retroactive to the time the position was filled by an Employee or when the classification changed.

ARTICLE 10

HOURS OF WORK AND WORK SCHEDULES

10.01 REGULAR HOURS

- (a) (i) Regular full-time hours of work shall be seven and one half (7 1/2) hours or eight (8) or twelve (12) hours per day as required, exclusive of unpaid breaks and overtime. Shifts of shorter duration may be scheduled depending on the needs of the Employer, and
- (ii) Thirty-seven and one half (37 1/2) hours per week or forty (40) hours per week or forty-two (42) hours per week averaged over one complete cycle of the master rotation; and
- (iii) The bi-weekly work period shall consist of seventy-five (75) hours or eighty (80) hours or eighty-four (84) as applicable.

10.02 REST PERIODS AND MEAL PERIODS

- (a) During each scheduled shift of five (5) hours but less than eight (8) hours, an Employee is entitled to one (1) unpaid break of one-half (1/2) hour.
- (b) A scheduled shift of seven and one-half (7 1/2) hours or eight (8) hours shall be deemed to:
 - (i) include, two (2) paid breaks of fifteen (15) minutes, and
 - (ii) include one (1) thirty (30) minute unpaid break
- (c) A scheduled eight (8) hour night shift shall be deemed to:
 - (i) include one (1) thirty (30) minute paid break, and
 - (ii) include two (2) fifteen (15) minute paid breaks
- (d) An LPN scheduled twelve (12) hour shift shall be deemed to:
 - (i) include two (2) thirty (30) minute paid breaks, and
 - (ii) include two (2) fifteen (15) minute paid breaks.
- (e) Employees shall not leave the building during any paid break
- (f) If an Employee is recalled during her unpaid break or rest period the Employee shall be given an unpaid break or rest period later in the Employee's shift. Where it is not possible for an Employee to get their unpaid break or rest period, the Employee shall be paid at their straight time rate or the overtime rate, if applicable.

SHIFT EXCHANGE

- 10.03 (a) Regular full-time Employees and regular part-time Employees may exchange shifts amongst themselves provided that:
 - (i) the exchange is agreed to, in writing, between the affected Employees; and
 - (ii) the request is submitted at least forty-eight (48) hours in advance of the exchange;

- (iii) prior approval of the General Manager or designate in writing of such exchange has been given; and
- (iv) if so approved, the exchange shall be completed within a seven (7) day period.
- (v) A shift exchange shall be recorded on the shift schedule
- (vi) In any event, it is understood that a mutual shift exchange initiated by the Employee shall not be approved by the Employer if the shift exchange would result in overtime payments to either/any of the Employees who are party to the shift exchange(s). It is the responsibility of the Employees to advise the Employer, at the time of initiating, or agreeing to, the request, if the shift exchange would result in an entitlement to overtime benefits and payments.

(b) The Employer's reply shall also be in writing.

10.04

The shift schedules shall be posted on a notice board, at least twenty-one (21) days prior to the effective date of the schedule. Shift schedules shall be a minimum of four (4) weeks duration. When a change is made in the shift schedule by the Employer, the Employee shall be informed and when the change is made with less than ten (10) calendar days notice, the Employee shall be paid at one and one-half times (1 1/2X) their basic rate of pay for the first shift of the changed shift schedule.

Shift schedules for regular and temporary full time and part-time Employees shall provide for the following:

- (a)
 - (i) not less than twelve (12) hours off duty between shifts;
 - (ii) not more than ten (10) days worked in a fourteen (14) calendar day period;
 - (iii) not more than seven (7) days worked in a row without the mutual agreement of the Employee and the Union;
 - (iv) a maximum average of thirty-seven and one half (37 1/2), forty (40) or forty two (42) hours worked per week;
 - (v) not more than seven and one half (7 1/2) hours per day or eight (8) hours per day or twelve (12) hour per day,
 - (vi) two (2) days off per week based upon the position's master rotation including days of rest on two (2) weekends in a five (5) week period.
- (b) The basic rate of pay will prevail for additional hours of work assigned to a regular part-time Employees beyond the Employee's scheduled hours, unless the Employee becomes subject to the overtime provision.
- (c) Should any of the above not be followed, the Employee shall be entitled to overtime rates of pay.

10.05

Regular part-time Employees who wish to be considered for additional hours of work that:

- (a) are made available to relieve for absences, the duration of which is less than ninety (90) calendar days; or
- (b) are not regularly scheduled; shall advise the General Manager, or designate, in writing, as to the extent of their availability by the fifth (5th) day of each month; and
- (c) preference for additional hours of work shall be given to available regular part-time Employees prior to casuals who have requested additional hours of work.
- (d) It is understood the overall distribution of shifts under this Clause shall be assigned on an equitable basis among all Part-Time and Casual Employees.

10.06 The basic rate of pay will prevail for casual Employees, provided:

- (a) the assignment is accepted;
- (b) the hours worked do not exceed seven and one-half (7 1/2) hours or eight (8) hours or twelve (12) hours per day;
- (c) the hours worked do not exceed seventy-five (75) hours or eighty (80) hours or eighty-four (84) hours over a period of fourteen (14) calendar days;
- (d) casual Employees do not work in excess of seven (7) consecutive days without days off without the mutual agreement of the Employee and the Union;
- (e) casual Employees do not work in excess of ten (10) days in a fourteen (14) day period; and
- (f) not less than twelve (12) hours off between shifts;

10.07 MINIMUM HOURS FOR A SHIFT

A shift shall be a minimum of three (3) hours and if an Employee reports for work and is sent home they shall be paid a minimum of three (3) hours pay at their basic rate of pay.

10.08 On the date fixed by proclamation, in accordance with the *Daylight Savings Time Act*, of conversion to Mountain Standard Time, employees who are required to work beyond their scheduled regular hours of work shall have their hours of work extended to include the relevant additional hour with additional payment due therefore at the applicable overtime rate. On the date fixed by said *Act* for the resumption of Daylight Savings Time, the resultant reduction of one (1) hour in the shift involved shall be effected with the appropriate deduction in regular earnings.

10.09 ABANDONMENT OF POSITION

If an Employee is absent from work for five (5) calendar days or misses five (5) consecutive days of work without reason satisfactory to the Employer, they shall be considered to have abandoned their position and resigned their employment.

10.10 CASUAL EMPLOYEES

To maintain eligibility to be offered shifts, Casual Employees shall provide their written availability to the General Manager or designate month by month at the beginning of each month. Failure to provide availability shall result in the Casual Employee not being offered shifts, and being "inactive". Two (2) months as an inactive or otherwise unavailable Casual Employee, except for illness or other reason acceptable to the Employer, shall result in the Casual Employee being processed as having resigned their position, and employment terminated.

Refusal of three shifts, in a one-month period, where a Casual Employee has submitted and identified their availability; except for illness or other reason acceptable to the Employer, the Casual Employee shall be processed as having resigned their position, and employment terminated.

ARTICLE 11

OVERTIME

11.01 OVERTIME DEFINED

Overtime is all time authorized in advance by the General Manager in excess of seven and one half (7 1/2) hours, eight (8) hours or twelve (12) hours per day or seventy five (75) or eighty (80) or eighty-four (84) hours based in a two week rotation period.

All prior authorized overtime shall be paid at the rate of one and one-half times (1 1/2X) the basic rate of pay for all hours that are worked.

11.02 Employees shall not be required to reduce regular shifts to equalize any overtime worked.

11.03 TIME OFF IN LIEU OF OVERTIME

- (a) Overtime may be accumulated to a maximum of forty-two (42) hours and taken in time off at a mutually acceptable time at the applicable premium rate. Time off not taken by March 31st in any given year shall be paid out unless otherwise mutually agreed. Such request to carry over lieu time shall be submitted by the Employee in writing prior to March 31st and shall not be unreasonably denied.
- (b) The Employee shall be paid for the time taken off in place of overtime pay at the same rate the Employee would have been paid wages had the Employee worked those hours on a normal working day.
- (c) If time off in place of overtime pay is not provided and taken in accordance with the foregoing, the Employee will be paid overtime pay in accordance with Article 11.

11.04 CALL BACK

When an Employee is required to report to work, they shall receive a minimum of three (3) hours of the basic rate of pay or the applicable overtime rate, whichever is greater.

ARTICLE 12
SHIFT DIFFERENTIAL

12.01 EVENING SHIFT

A shift differential of two dollars and seventy-five cents (\$2.75) per hour shall be paid to Employees working a shift where the majority of such shift falls within the period fifteen hundred (1500) hours to twenty three hundred (2300) hours.

This shift differential shall be paid in addition to all overtime hours worked which fall within the period of fifteen hundred (1500) hours to twenty three hundred (2300) hours.

12.02 NIGHT SHIFT

A shift differential of three dollars and fifty cents (\$3.50) per hour shall be paid to Employees working a shift where the majority of such shift falls within the period of twenty-three hundred (2300) hours to zero seven hundred (0700) hours.

This shift differential shall be paid in addition to all overtime hours worked which fall within the period of twenty-three hundred (2300) hours to zero seven hundred (0700) hours.

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

12.04 Where applicable, an Employee shall be eligible to receive both shift differential and weekend premium.

ARTICLE 13
WEEKEND PREMIUM

13.01 A weekend premium two dollars and seventy-five cents (\$2.75) per hour shall be paid to Employees working a shift wherein the majority of such shift falls within a sixty-four (64) hour period commencing at fifteen hundred (1500) hours on a Friday.

The weekend premium shall be paid in addition to all overtime hours worked which fall within a sixty-four (64) hour period commencing at fifteen hundred (1500) hours on a Friday.

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

13.03 Where applicable, an Employee shall be eligible to receive both shift differential and weekend premium.

ARTICLE 14
SENIORITY

14.01 An Employee's "seniority date" shall be the date on which a Regular Employee's continuous service commenced within the bargaining unit (including all periods of service prior to certification), including all periods of continuous service as a Casual, Temporary or Regular Employee.

- 14.02 (a) Seniority shall be considered broken, all rights forfeited, and there shall be no obligation to rehire when:
- (i) the employment relationship is terminated by either the Employer or the regular Employee, or
 - (ii) eighteen (18) months has expired following lay-off; or
 - (iii) the Employee retires.
- (b) Seniority will not accrue:
- (i) thirty (30) days after being laid off;
 - (ii) with any unpaid medical leave of absence in excess of thirty (30) days; or
 - (iii) any unpaid leave in excess of thirty (30) days.

14.03 A Regular Employee filling a temporary position/assignment retains all rights of a Regular Employee.

SENIORITY LIST

- 14.04 (a) The Employer will maintain a seniority list, to be posted on the Bulletin Board at the site.
- (b) Such seniority lists will be updated and posted not less frequently than every six (6) beginning January 1st and will include an Employee's name, classification, full-time equivalent (FTE), seniority date, and date of hire.
- (c) An up-to-date seniority list and a list of Employees on lay-off shall be sent to the AUPE Membership Services Officer (MSO) in January of each year and when any regular Employee is served notice of lay-off, and such list shall indicate each Employee's classification.

14.05 Same Seniority Dates

In the event seniority dates are the same, the Employee with the earliest dated letter of hire shall be deemed to have the most seniority. In the event that Employees with the same seniority dates also have letters of hire with the same dates, the Employee with the earliest dated application shall be deemed to have the most seniority. In the event the tied seniority cannot be resolved in this manner, the tie shall be resolved by a coin toss.

ARTICLE 15

VEHICLE ALLOWANCE

15.01 An Employee who is required to use their personal vehicle on Employer business will be compensated for mileage at a rate of fifty cents (\$0.50) per kilometer for such business.

15.02 If an Employee is required to use their personal vehicle on the Employer's business, the Employer shall reimburse the Employee for the incremental cost of "Occasional Business Use" coverage over what the Employee would have paid for their customary private use coverage upon submission of receipts.

- 15.03 When travel is completed, Employees should, in a timely fashion, submit completed “expense” claim forms to the Employer.

ARTICLE 16

JOB POSTING, PROMOTIONS, VACANCIES

- 16.01 Vacant positions will be posted in the site for ten (10) calendar days. Each posting shall state the following information:
- (a) responsibilities;
 - (b) qualifications;
 - (c) basic rates of pay;
 - (d) employment status and full time equivalency;
 - (e) to whom applications should be submitted;
 - (f) competition number; and
 - (g) closing date and time (e.g.: date 12:00 p.m.).
- 16.02 If no suitable internal applications are received from bargaining unit Employees by the completion of the posting period, the Employer may fill the vacancy at its discretion.
- 16.03 Until the vacancy is filled, the Employer may fill the vacancy, with part-time or casual Employees pursuant to Article 2.06. If a position changes from temporary to permanent, or from part-time to full-time, such positions shall be posted in accordance with Article 16.01.
- 16.04 Both parties recognize:
- (a) the principal of promotion within the service of the Employer;
 - (b) In making appointments the qualifications such as job knowledge, experience and education shall be the primary consideration, but where such qualifications are considered to be equal, by the Employer, seniority shall be the determining factor.
 - (c) Acceptable performance by the Employee in their current job shall also be a determining factor.
 - (d) The qualifications for the posted position or vacancy shall be consistent with the responsibilities specified in the posting.
- 16.05 In making appointments, as a result of posted vacancy, preferential consideration over outside applicants shall be given to Employees who possess the required qualifications needed to fill the position. In considering internal applicants, the Employer will use the following order of consideration:
- (a) regular Employees;
 - (b) next, laid off regular Employees;
 - (c) next, temporary and casual Employees ordered by date of hire.

Temporary and casual Employees hired for a regular position shall have their seniority backdated to the original date of hire.

- 16.06
- (a) The Employer shall confirm in writing to the Employee at the time of hire, the employment status, the classification, the full-time equivalency (FTE) and rate of pay for the position they are filling.
 - (b) The Employer, if requested by the Employee, will discuss with the unsuccessful applicant ways in which they can improve their qualifications for future postings.
 - (c) Within seven (7) days of the appointment to a vacant position, the name of the successful candidate will be posted on the Job Opportunities Bulletin Board. The AUPE Membership Services Officer (MSO) shall be notified regarding the name of the successful candidate.

16.07 Promotions to Different Classifications Within the Bargaining Unit

Successful applicants to different classifications within the bargaining unit shall serve a trial period of three (3) months for full-time Employees and five hundred (500) hours worked for part-time and casual Employees. Conditional upon performance satisfactory to the Employer, such trial promotion shall become permanent. The Employer may appoint the applicant to the position prior to the completion of the trial period. During this trial period, the Employee may choose to return or the Employer may return the Employee, if they prove to be unsatisfactory in the new position, to their former position and basic rate of pay without loss of seniority.

16.08 The foregoing provisions shall be waived and inoperative when placement of an Employee in a job within the bargaining unit is effected to accommodate a request by the Workers' Compensation Board.

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

ARTICLE 17

LAYOFF AND RECALLS

17.01 Regular Employees may be laid off in accordance with the provisions of this Article.

17.02 For the purpose of this Article the following definitions shall apply:

- (a) "lay-off - a separation from employment as a result of lack of work, or a reduction in hours to full-time or part-time Employees.
- (b) "seniority" - the length of continuous employment at the site.

17.03 Except in circumstances beyond the reasonable control of the Employer, the notice of layoff of the Employees shall be as follows:

- (a) fourteen (14) calendar days for full-time and part-time Employees.
- 17.04 When Employees are to be laid off, the Employer shall layoff such Employees in the affected classification in reverse order of their seniority.
- 17.05 The time spent by probationary Employees on layoff will be added to the probationary period at the time of recall.
- 17.06 When an Employee has been given notice of lay-off or notice of position abolishment, the Employee has the option of:
- (a) accepting a vacant position for which they are qualified based upon applicable classification if available;
 - (b) working as a casual Employee; or
 - (c) bumping a less senior Employee in a position based upon applicable classification.
- 17.07 Seniority is lost, all rights are forfeited, and the Employer shall not be obliged to recall an Employee:
- (a) when the Employee resigns or employment is properly terminated; or
 - (b) when the Employee does not return to work on recall within three (3) working days of the stated reporting date, or the Employee cannot be located after reasonable effort on the part of the Employer to recall the Employee; or
 - (c) upon the expiry of eighteen (18) months following layoff during which time the Employee has not been recalled to work.
- 17.08 If a permanent Employee has not been recalled within eighteen (18) months from the date of layoff, they shall be entitled to severance pay of two (2) weeks per year of service.
- Severance pay will not be paid out to an Employee who resigned, retired, failed to return to work when recalled, or whose employment was properly terminated. Severance pay of two (2) weeks per year of service will be paid in the event of closure.
- 17.09 This Article does not apply to temporary Employees whose employment is terminated at the end of a specific term of employment.
- 17.10 Recall Procedure
- Employees shall be recalled by classification in the order of their seniority. Notice of recall shall be sent by mail to the Employee's last known address. The Employee must respond in writing to the notice within fourteen (14) calendar days of receipt of such notice, of their intention to either accept or decline the offer of recall. In the event that they do not respond to the notice, they shall lose all seniority and shall have been considered to have resigned their employment.
- 17.11 No New Employees
- No new Employees shall be hired for a position while there are Employees on layoff with seniority who are qualified and available to perform the work.

Casual Shifts

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

17.13 Advise Union

In the event of layoffs and recalls, the Employer agrees to advise the Union.

17.14 Grievances on Layoffs and Recalls

Grievances concerning layoffs and recalls shall be initiated at Step 2 of the Grievance Procedure.

ARTICLE 18

PROBATIONARY PERIOD AND ORIENTATION

- 18.01 A newly hired Employee shall serve a probationary period of five hundred (500) hours worked following the commencement of employment with the Employer.
- 18.02 The Employee, if determined by the Employer to be unsatisfactory, may be dismissed at any time during the probationary period with notice. The Employer shall provide a reason for termination to the Employee in writing, and the Employee shall not have recourse to the grievance procedure as set out in this agreement.
- 18.03 The Employer shall provide a paid orientation of up to three (3) complete shifts for new Employees and such additional shifts as approved by the General Manager.

ARTICLE 19

GRIEVANCE PROCEDURE

19.01 Grievance Definition

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

- (a) an individual grievance is a dispute affecting one (1) Employee. Such grievance shall be initiated at Step 1 of the grievance procedure as outlined in Article 19.05 except in cases of suspension or dismissal which will commence at Step 2: or

- (b) a group grievance is a grievance affecting two (2) or more Employees. Such grievance shall be initiated at Step 2 and be processed in the same manner as an individual grievance as outlined in Article 20.05. A group grievance shall list all Employees affected by the grievance and the results of the grievance shall apply, proportionately if applicable, to all Employees listed on the original grievance; or
- (c) a policy grievance is a dispute between the Parties which, due to its nature, is not properly the subject of an individual or group grievance. Such grievance shall be initiated, in writing, within fifteen (15) days of the date the aggrieved Party first became aware of the event leading to the grievance. If the policy grievance is a Union grievance, it shall commence at Step 2. If the policy grievance is an Employer grievance it shall be directed to the Union President and the President shall render a written reply within five (5) days of receipt. Upon receipt of the response or failure to reply, the Employer may advance the grievance to arbitration.

19.02 Authorized Representatives

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

19.03 Time Limits

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

19.04 Mandatory Conditions

- (a) Should the Employer fail to comply with any time limits in the grievance procedure, the grievance shall automatically move to the next step on the day following the expiry of the particular time limit, unless the parties have mutually agreed in writing to extend the time limits.
- (b) During any and all grievance proceedings, the Employee shall continue to perform her duties, except in cases of suspension or dismissal.
- (c) A suspension or dismissal grievance shall commence at Step 2.
- (d) Should the Union fail to comply with the time limits in this procedure, the grievance shall be considered abandoned, unless the parties agree to extend the time limits.

19.05 Steps in the Grievance Procedure

(a) Step 1

An Employee who has a grievance shall, within twenty (20) days of the date of the incident, or reasonably should have become aware of, the incident which lead to the grievance, discuss the matter with the General Manager. The General Manager shall advise the Employee of their decision in writing within twenty (20) days of the Employee first making them aware of the matter. In the event that it is not resolved to the satisfaction of the Employee, it may be advanced in accordance with the following steps.

(b) Step 2

If the grievance is not resolved at Step 1 above within twenty (20) days of the decision of the General Manager, it shall be forwarded in writing by the Union and the Employee, stating the nature of the grievance and redress sought, to the Employer's Representative, who shall reply in writing within (20) days of receiving the grievance. If the grievance is not settled at this stage, it may be advanced to Step 3.

c) Step 3

If the grievance is not resolved at Step 2 above within twenty (20) days of the reply from the Employer's Representative, the Union may decide to proceed to Arbitration.

19.06

Arbitration

Single Arbitrator

(a) Either party wishing to submit a grievance to arbitration shall, within twenty (20) days of the receipt of the decision at Step 2 of the grievance procedure, notify the other party in writing of its intention to do so and, in this case, the matter shall be decided by a single Arbitrator.

(b) In the written notification, the referring party shall provide the names of up to three (3) Arbitrators from which the single Arbitrator may be agreed upon. The party receiving the referral notice may then counter propose with the names of up to three (3) Arbitrators from which the single Arbitrator may be agreed upon.

(c) If the parties are unable to agree upon an Arbitrator within thirty (30) days of receipt of the original referral notice, application may be made to the Director of Alberta Mediation Services to appoint Arbitrator pursuant to the provisions of the *Alberta Labour Relations Code*.

19.07

Arbitration

Three Person Board

(a) By mutual agreement between the parties, the matter may be decided by a three (3) person Arbitration Board. In this case, the referring party shall provide the other party with the name of its Appointee to the Arbitration Board. In turn, the party receiving the referral to arbitration shall provide the name of its Appointee to the Arbitration Board.

(b) If, within thirty (30) days of the parties agreeing to an Arbitration Board, the Appointees are unable to agree upon the choice of a Chairperson, application shall be made to the Director of Alberta Mediation Services to appoint an Arbitrator pursuant to the provisions of the *Alberta Labour Relations Code*.

19.08

(a) The Arbitration Board shall hear and determine the difference and shall issue an award in writing, and the decision is final and binding upon the parties and upon the Employee(s) affected.

- (b) If the decision is that of a Board, the majority of the Board is the award of the Arbitration Board. Where there is no majority, the decision of the Chairperson shall be the decision of the Board.
- (c) The Arbitration decision shall be governed by the terms of this Collective Agreement and shall not alter, amend, or change the terms of this Collective Agreement.
- (d) Each of the parties to this Collective Agreement shall bear the expense of its appointee to the Arbitration Board. The fees and expenses of the Chairperson or single Arbitrator shall be borne equally by the two (2) parties to the dispute.

ARTICLE 20

DISCIPLINE AND DISCHARGE

- 20.01 The Employer shall only discipline or discharge for just cause. Both parties recognize the value of progressive discipline.
- 20.02 Unsatisfactory conduct and/or performance by an Employee may be grounds for discipline up to and including dismissal. Unsatisfactory conduct and/or performance by an 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.
- 20.03
 - (a) A written warning shall provide the specifics of the issue(s) that gave rise to the disciplinary action, shall provide direction regarding work performance expectations and a time line for improvement, as well as indicating that further discipline or dismissal may follow any similar or other infractions. A copy of the written warning shall be placed on the Employee's personnel file. A copy of the written warning shall be forwarded to the Union.
 - (b) The action of suspension or dismissal shall be within fifteen (15) calendar days of the completion of the Employer's investigation into the matter. When action involves a suspension, the notice shall specify the time period of the suspension. In the event an Employee is suspended or dismissed, the Employer shall provide written reasons for the suspension or dismissal to the Employee and the Union forthwith and in any event not later than five (5) calendar days of the action being taken.
- 20.04 Where circumstances permit, the Employer shall schedule disciplinary discussion with the Employee by giving reasonable advance notice, which shall not be less than twenty-four (24) hours. At such discussion the Employee may be accompanied by a representative of the Union.
- 20.05 In the event that an Employee is reported to their licensing body or Protections for Person in Care by the Employer, the Employee shall be so advised, and unless otherwise requested a written copy shall be forwarded to the Union forthwith.
- 20.06 The Employee will sign any written notice of discipline for the sole purpose of indicating that they are aware of the disciplinary notice.

- 20.07 A claim by an Employee that they have been unjustly disciplined or discharged will be treated as an individual grievance, commencing at Step 2 of the grievance procedure, provided the Union, at the direction of the Employee, submits their written grievance, dated and signed within fifteen (15) calendar days after the date of the discipline.
- 20.08 An Employee who has been subjected to disciplinary action shall, after twenty-four (24) months of continuous service from the date the disciplinary measure was invoked, not have the disciplinary action utilized against them in any further discipline provided the Employee's file does not contain a related record of disciplinary action during the twenty-four (24) month period.
- An Employee who has been subjected to disciplinary action for a serious and significant violation, shall after thirty-six (36) months of continuous service from the date the disciplinary measure was invoked, not have the disciplinary action utilized against them in further discipline provided the Employee's file does not contain a related record of disciplinary action during the thirty-six (36) month period.
- 20.09 An Employee shall have the right to have a Union Steward or a Union Representative present when disciplinary notice is issued verbally or in writing.

ARTICLE 21

NAMED HOLIDAYS

- 21.01 (a) All full-time Employees shall receive the following Named Holidays:
- | | |
|------------------|---|
| New Year's Day | Labour Day |
| Family Day | Thanksgiving Day |
| Good Friday | Remembrance Day |
| Victoria Day | Christmas Day |
| Canada Day | Boxing Day |
| August Civic Day | National Day for Truth and Reconciliation |
- Upon the proclamation of any named holiday by the Federal, Provincial, or Municipal Governments, the Employer and the Union shall meet within thirty (30) days to discuss the possible addition of the named holiday into the current Collective Agreement.
- (b) In order to qualify for holiday pay Employees must work their full scheduled shift immediately preceding and immediately following the holiday, except if the Employee is absent due to illness, bereavement leave or vacation or approved leaves with pay.
- (c) Employees who absent themselves, due to illness, on a Named Holiday shall not be entitled to Named Holiday Pay; Article 22 Sick Leave shall apply.

- (d) All part-time and casual Employees shall receive Named Holiday pay at the rate of five (5%) percent of the Employees basic rate of pay, general holiday pay, and vacation pay earned in the four (4) weeks immediately preceding the Named Holiday
- (e) All part-time and casual employees required to work on a Named Holiday shall be paid, in addition to (d) above two times (2X) their basic rate of pay plus any applicable shift premiums for all hours worked
- (f) Notwithstanding the foregoing, while:
 - (i) on layoff, or
 - (ii) in receipt of compensation from the Worker's Compensation Board, or
 - (iii) on leave of absence in excess of thirty (30) calendar days for any reason an Employee shall not be entitled to:
 - (1) a day off with pay; or
 - (2) payment in lieu thereof for the aforementioned Named Holidays.

- 21.02 (a) When a Named Holiday falls on a day that is a scheduled work day for a full-time Employee they shall receive the basic rate of pay for their regularly scheduled hours that day, plus for each hour worked, any applicable shift premium, and one and one half times (1.5) their basic rate of pay.
- (b) When a Named Holiday falls on a full-time Employee's regularly scheduled day off, the Employee will receive another day off with pay at a mutually agreeable time within thirty (30) days of that holiday or failing mutual agreement will be paid their basic rate of pay for their regularly scheduled hours.
- (c) When a Named Holiday falls during a full-time or part-time Employee's vacation period, the holiday either may be added to the Employee's vacation period, or may be taken at a subsequent mutually agreeable date.

21.03 An Employee shall not be required to work on both Christmas Day and New Year's Day each year during the same holiday season. If an Employee has worked on Christmas Day or New Year's Day the previous year during the same holiday season, the Manager shall make every effort not to require the Employee to work on the same holiday the following year during the same holiday season.

When a shift schedule has an Employee working both Christmas Day and New Year's Day during the same holiday season and the Employee does not want to work both Named Holidays, as the case may be, the Employee shall submit a Leave Request form at least seven (7) days in advance of the Named Holiday they do not wish to work and the Employer shall approve the Leave Request.

ARTICLE 22

SICK LEAVE

- 22.01 Sick leave is insurance provided by the Employer for the purposes of maintaining regular earnings (exclusive of overtime and other premiums) during absences due to illness or accident for which compensation is not payable under the Worker's Compensation Act, or by quarantine by the Medical Officer of Health.
- 22.02 (a) An Employee shall be allowed a credit of two point five-nine percent (2.59%) of hours worked as sick leave from the date of employment.
- An Employee shall not be entitled to use sick leave credits prior to the completion of their probation period.
- (b) Notwithstanding the foregoing, while an Employee is
- (i) on layoff, or
 - (ii) in receipt of compensation from the Worker's Compensation Board, or
 - (iii) on other leaves of absence in excess of thirty (30) calendar days for any reason, sick leave credits shall not accrue.
- 22.03 The Employee's eligibility for sick benefits will be reinstated once the Employee returns to regularly scheduled full-time or part-time scheduled work for one month unless subsequent absences are a continuation of the previous illness or injury.
- 22.04 Proof of Illness
- Employees may be required to submit satisfactory proof to the Employer of any claim for sick leave. Payment of sick leave benefits shall not be effected until the required proof has been provided.
- Where the Employee must pay a fee for such proof or medical evidence or the costs of an independent medical examination, the full fee paid by the Employee shall be reimbursed by the Employer within two (2) pay periods following the Employee's provision of a receipt.
- 22.05 When an Employee has accrued the maximum sick leave credit of ninety (90) days, they shall no longer accrue sick leave credits until such time as their total accumulation is reduced below the maximum. At that time the Employee shall recommence accumulating sick leave credits.
- 22.06 Upon request of an Employee but not more frequently than once a year, the Employer shall advise an Employee of their accrued sick leave credits.
- 22.07 For the purpose of computing sick leave accumulation, the following shall be counted as working days:
- (a) days on which the Employee is on vacation
 - (b) days on which the Employee is on leave of absence with pay pursuant to the terms of this Collective Agreement; and
 - (c) days on which the employee is absent attending official Union business for which the Employer is fully reimbursed by the Union.

- 22.08 Employees whose sick leave credits are exhausted shall apply for a leave of absence without pay for medical reasons. The Employer will advise the Employee, in writing, of the disposition of such request.
- 22.09 The return to work of an Employee in accordance with this Article shall not be construed as being in violation of the posting and/or scheduling provisions.
- 22.10 Termination of Sick Leave
Sick leave benefits will cease on termination of employment, on retirement, or on death.
- 22.11 Sick Leave on Vacation
Should an Employee, while on vacation, be hospitalized, in excess of four (4) hours the Employee shall be entitled to use their sick leave and have their vacation bank replenished for the equivalent number of days, upon production of a valid doctor's note.
- 22.12 Leave of Absence Due to Illness
Employees whose sick leave credits are exhausted shall apply for a leave of absence for medical reasons, without pay. The Employer will advise the Employee, in writing, of the disposition of such request.
- 22.13 Sick Leave During Pregnancy
Sick leave shall be granted for the health related portion of an Employee's pregnancy or childbirth, such leave shall only be approved following production of a medical certificate advising that there were medical reasons that prevented the Employee from doing their duties during the health related period of their absence.
- 22.14 Casual and Temporary Employees
Casual and Temporary Employees shall not be entitled to sick leave benefits. Should a temporary position become permanent, sick leave shall be credited from start date.

ARTICLE 23

LEAVE OF ABSENCE

- 23.01 General Conditions:
- (a) Requests for a leave of absence, without pay will, where possible, be made in writing to the General Manager/Designate twenty-one (21) calendar days 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. Except in exceptional circumstances, the Employer will reply, in writing, to a request for leave of absence within five (5) days of receipt of the request.
 - (b) Except in cases of extenuating circumstances, an Employee, who exceeds their approved leave of absence for five (5) calendar days or misses five (5) consecutive days of work without reason satisfactory to the Employer, shall be considered to have abandoned their position and resigned their employment.

- (c) Employees shall not be entitled to Named Holidays with pay, which may fall during a period of leave of absence without pay.
- (d) Employees granted leave of absence for more than one (1) month may, at the discretion of the Employer, be required to use up accumulated vacation entitlement prior to returning to duty.
- (e) 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) calendar days after the leave begins. Employees will become responsible for the full cost of benefits if they wish the coverage to continue.

23.02 Employees may apply for an educational leave of absence without, and all or a portion of the tuition provided the course being taken is considered by the Employer to be a benefit to the site. This leave must be applied for, in writing, at least one (1) month in advance of the leave and must indicate the expected date of return to full employment status. The Employee may choose to work on a casual basis during this period. The Employer shall provide a written reason for denial of such request.

23.03 For leaves of absence greater than one year, benefits will accrue from the date of return to employment following such leave of absence. No Employee will accumulate sick leave, or earned vacation, nor will other benefits be paid or accrue while on such leave of absences, other than those outlined below:

- (a) periods of sick leave paid by the Employer;
- (b) leaves of absence with pay;
- (c) bereavement leave with pay;
- (d) leave with pay for jury/witness duty;
- (e) paid vacations; or
- (f) for the health related portion of pregnancy leave.

23.05 The Employee shall provide twenty-eight (28) calendar days' notice of desire to return to work. Upon return to work the Employee will be placed in the job previously held providing the Employee can perform the required work satisfactorily. If the Employee would not otherwise have retained their previous job they shall be placed on the job they can satisfactorily perform.

23.06 Bereavement Leave

An Employee shall be granted three (3) days bereavement leave at the Basic Rate of Pay in the event of the death of the following relatives:

Mother, Father, Mother-in-Law, Father-in-Law, Husband, Wife, Son, Daughter, Step Children, Brother, Sister, Brother-in-Law, Sister-in-Law, Legal Guardian, Common Law Spouse, Same Sex Partner, Step Parent, Son-in-Law, Daughter-in-Law, Grandparents of the Employee or the Employee's Spouse, Grandchild, Fiancé.

The above entitlement is for each death; or incident of multiple deaths that occur at the same time.

The dates of the bereavement leave are not required to be consecutive, but they shall be used within fourteen (14) days of the death(s). This may be waived or amended by the Employer under special circumstances.

23.07 The Employer shall extend Bereavement Leave up to two (2) additional days with pay when it is necessary for an Employee to travel three hundred (300) kilometers or more one way to attend the funeral or memorial service.

23.08 Relative or Friend

In the event of the death of another relative or close friend, the Employer may grant up to one (1) day off with pay to attend the funeral services of that person. Verification of attendance at the funeral shall be provided to the Employer.

23.09 Maternity/Parental Leave

(a) A regular Employee who has completed ninety (90) days of employment shall, upon their written request at least four (4) weeks in advance, be granted job-protected maternity leave to become effective thirteen (13) weeks immediately preceding the expected date of delivery, or such shorter period as may be requested by the Employee, provided they commence maternity/parental leave not later than the date of delivery.

(b) Maternity/parental leave shall be without pay. For that portion of maternity leave during which the Employee has a valid health-related reason for being absent from work the Employee is eligible for sick leave.

The total period of maternity/parental leave shall not exceed eighteen (18) months unless mutually agreed between the Employer and the Employee.

A regular Employee on maternity/parental leave shall provide the Employer with four (4) weeks written notice of readiness to return to work at which time the Employer will reinstate the regular Employee in the same classification held by them immediately prior to taking maternity/parental leave and at the same basic rate of pay.

23.10 Adoption Leave

(a) A regular Employee who has completed ninety (90) days of employment shall, upon written request, be granted job protected leave without pay for up to eighteen (18) months as necessary for the purpose of adopting a child. Upon four (4) weeks written notice of intent to return to work, the regular Employee shall be re-engaged in the same classification held immediately prior to taking adoption leave and at the same rate of pay.

(b) Where an Employee has made application for adoption leave and kept the Employer informed of the progress of the adoption, it is understood that such leave may commence with limited notice. The Employee shall provide notice to the Employer once an adoption has been approved and a date for the adoption is set. The commencement of such leave shall not be unreasonably denied.

- 23.11 Court Appearance
The Employer shall grant a leave of absence to a Regular Employee who serves as a juror or witness in any court, provided evidence of subpoena is submitted to the Employer. The Employer shall pay such a Regular Employee the Employee's normal earnings. Any monies the Employee receives for services, excluding expenses, shall be paid to the Employer. The Regular Employee will present proof of service and the amount of pay received.
- 23.12 Civic Obligations
The Employer will provide time off for voting as provided in current legislation.
- 23.13 Personal Days
The purpose of these days is to provide Full and Part-Time Employees flexibility to attend to personal matters that cannot be arranged outside of regularly scheduled hours of work. Employees shall apply for these days on the form provided by the Employer and shall provide a minimum of three (3) days' notice.
Full-time and Part-time Employees shall be allowed to accrue one point one six percent (1.16%) of hours worked. Maximum amount of accrual shall not be greater than thirty-six (36) hours or three shifts.
- 23.14 Personal Days - Casual and Temporary Employees
Casual and Temporary Employees shall not be entitled to Personal Days. Should a temporary position become permanent, the accrual shall be credited from the start date.

ARTICLE 24

TIME OFF FOR UNION BUSINESS

- 24.01 (a) When a Union member makes a request for a leave of absence with-pay for Union business, the application for leave must be made, at least two (2) weeks in advance, in writing to the Employer for approval.
- (b) The Employer shall not unreasonably withhold leave of absence, with-pay, for Employees elected or appointed to represent the Union at Conventions, Workshops, Institutes, Seminars, and Schools or to attend meetings as a member of the Union's Provincial Executive Board or to conduct other union business.
- (c) To facilitate the administration of union leave as provided within this Collective Agreement [Clause 24.01 (a), (b) and (d)], where union leave has been granted, the Employer will continue the salary, plus any shift differential and/or weekend premium the Employee would have been paid had they been at work during such leave.

In turn, the Employer shall invoice the Union and shall be reimbursed for the actual salary plus any shift differential and/or weekend premium paid to the Employee or the actual cost of replacing the Employee(s), whichever is greater, plus an amount determined by the Employer to cover the costs of benefits and an additional fifteen percent (15%) of the total amount of reimbursement to cover the Employer's administration costs.

- (d) An Employee who is elected for a full-time position with the Union shall be granted leave of absence without pay and without loss of seniority for a maximum period of two (2) years. Such leave of absence shall be renewable for a further term upon request. If it is permissible under the Pension and Group Life plan and any other welfare plans, the Employee shall have the right to pay the full cost, including the Employer's share, during the period of such leave of absence.

NEGOTIATIONS

- (e)
 - (i) Elected representatives of the Bargaining Committee shall be granted time off with pay and without loss of seniority in order to prepare for and participate in negotiations with the Employer; and
 - (ii) To facilitate the administration of negotiations leave as provided within this Collective Agreement, where negotiations leave has been granted, the Employer will continue the salary, plus any shift differential and/or weekend premium the Employee would have been paid had they been at work during such leave.
 - (iii) In turn, the Employer shall invoice the Union and shall be reimbursed for the actual salary plus any shift differential and/or weekend premium paid to the Employee or the actual cost of replacing the Employee(s), whichever is greater, plus an amount determined by the Employer to cover the costs of benefits and an additional fifteen percent (15%) of the total amount of reimbursement to cover the Employer's administration costs.

ARTICLE 25

VACATION

25.01 Definition

Vacation leave is an earned benefit provided by the Employer. For the purposes of this Article:

- (a) "Vacation" means annual vacation with pay.
- (b) "Date of Employment" means the date of hire with the Employer.
- (c) "Wages" means basic rate of pay
- (d) Vacation year shall be January to December.

25.02 Time of Vacation

- (a) During each continuous year of service, an Employee shall earn entitlement to a vacation with pay, to be taken in the next following calendar year.
- (b) All vacation earned during one calendar year shall be taken in the following vacation year at a mutually agreeable time.

- (c) Regular Employees shall be granted their choice of vacation periods, however, the final allotment of vacation remains within the responsibility and authority of the Employer.
- (d) The Employer shall post the vacation schedule planner by November 1st of each year. Where an Employee submits a vacation preference by November 30th of that year, the Employer shall indicate approval or disapproval of that vacation request by December 31st of that year.
- (e) Where Employees have submitted their requests for vacation within the time-frame of November 1st to November 30th, vacation dates shall be allocated based on seniority within the same classification, where it is operationally possible to do so. Requests for vacation, which are submitted after December 31st, shall be dealt with on a first-come, first-serve basis. When an Employee submits a request in writing after December 31st for vacation, the Employer shall indicate approval or disapproval in writing within thirty (30) days of the request for vacation.
- (f) A request may be made in writing to the Employer to utilize vacation credits prior to the completion of the calendar year in which the credits are earned. The request shall be subject to the approval of the Employer and shall not exceed the number of vacation days accrued to the date of the request.
- (g) A vacation period may be divided by mutual agreement between the Employee and the Employer.
- (h) An Employee who has less than one year service prior to the first day of November in any one (1) calendar year, shall be entitled to vacation entitlement calculated on the number of months from the date of employment in proportion to which the number of months of the Employee's service bears to twelve months.
- (i) An Employee shall be entitled to receive their vacation in an unbroken period unless otherwise mutually agreed between the Employee and the Employer.
- (j) An Employee may request that a portion of their annual vacation leave entitlement that exceeds the minimum vacation leave as provided in *Employment Standards* be carried over to the next year. The request must be in writing and should include the purpose for the vacation carry-over. Such requests shall not be unreasonably denied.

25.03 Vacation Entitlement

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

From the start of employment	Four percent (4%) of basic rate of pay but less than three (3) years
Three (3) years but less than	Six percent (6%) of basic rate of pay eight (8) years
Eight (8) years but less than	Eight percent (8%) of basic rate of pay fifteen (15) years
Fifteen (15) years but less than	Ten percent (10%) of basic rate of pay twenty (20) years
Twenty (20) or more years	Twelve percent (12%) of basic rate of pay

25.04 Vacation with pay shall not accrue during periods while:

- (a) on layoff; and
- (b) in receipt of compensation from the Workers' Compensation Board; and
- (c) on leave of absence in excess of thirty (30) calendar days for any reason.

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

25.05 Vacation Pay

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

25.06 All annual vacation requests shall be received by the General Manager or designate.

25.07 A vacation list shall be made available to the staff as early as is practical in the new calendar year stating vacation days entitlement available for the current vacation year.

25.08 An Employee required by the Employer to return to work during their vacation will receive one and one-half times (1 ½ X) their Basic Rate of Pay for hours worked. In addition to receiving the premium pay, the time so worked will be rescheduled as vacation leave with pay.

25.09 Vacation Pay on Termination

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

- (c) When an Employee is discharged for cause, vacation pay shall be at the rate prescribed in the *Employment Standards Code*.

25.10 Casual Employees

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

ARTICLE 26

PAY GUIDELINES

26.01 Paydays shall be every second Friday.

26.02 The Employer shall pay for hours worked in accordance with the hourly wages set forth in Schedule "A" attached hereto and forming part of this Agreement. The Basic Rates of Pay as set out in the Salaries Schedule shall be applicable to Employees covered by this Collective Agreement.

26.03 Subject to any of the other terms of this Collective Agreement providing for the withholding or delay in granting of an increment, an Employee's basic rate of pay will be advanced to the next higher basic rate of pay following:

- (a) in the case of a regular full-time Employee, each year of service; or
- (b) in the case of a regular part-time Employee and a casual Employee, Employees shall advance from their initial placement on the salary scale to the next step, if applicable, as set out in the Salaries Schedule upon completion of one thousand nine hundred and fifty-five (1,955) hours worked, and then shall receive further Pay Step advancements, if applicable, based upon completion of one thousand eight hundred and six point seven five (1806.75) hours worked at each subsequent Pay Step in the pay range.

26.04 Not more than two times (2X) per calendar year, a regular Part-Time or Casual Employee may request and shall receive a report from their Employer, in writing, of their total accumulated hours worked to date.

OVERPAYMENT

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

UNDERPAYMENT

- (b) Should the Employer issue an Employee an underpayment of wages and/or entitlements, then the Employer shall make the necessary monetary or entitlement adjustments within the next following pay period after such underpayment is reported or noticed and take such internal administrative action as is necessary to correct such errors. The Employer shall notify the Employee in writing and advise of the corrective action to be taken.

PAYROLL

- 26.06 It shall be the responsibility of the Employee to keep the Employer informed of their current address, in case it is necessary to notify the Employee of any matter under this Agreement. Notices may be given personally or by registered mail addressed to the Employee at their last known address shown on the payroll system. Such notice shall be deemed to have been given on the date the notice was hand delivered or registered with the Postal Authorities.

ARTICLE 27

PYRAMIDING

- 27.01 Except where expressly authorized in this Collective Agreement, there shall be no pyramiding of premiums.

ARTICLE 28

PAY FOR ATTENDING MANDATORY MEETINGS

- 28.01 Employees required by the Employer to attend mandatory meetings shall be paid at the applicable rate of pay for attendance at such meetings.

ARTICLE 29

EMPLOYEE BENEFITS

- 29.01 Employer shall provide the group plans as outlined in Schedule "B" attached to this Collective Agreement.
- 29.02 The Employer will enroll:
 - (a) Regular Full-time employees provided they are not covered by a spouse's group plan or alternative employer group coverage.
 - (b) Regular Part-time employees who are working a minimum of twenty-four (24) hours per week averaged over one (1) complete cycle of the shift schedule provided they are not covered by a spouse's group plan or an alternate employee group coverage.
 - (c) The parties agree to adhere to the terms and conditions of the benefit carrier.

- 29.03 REGISTERED RETIREMENT SAVINGS PLAN (R.R.S.P. PLAN)
- (a) The Employer shall provide a voluntary R.R.S.P. for all Regular benefit eligible Employees. Participating Employees may contribute to the RRSP Plan and the Employer shall match the Employee's contribution up to three percent (3%) of the Employee's gross earnings.
 - (b) The parties agree to adhere to the terms and conditions of the group R.R.S.P.

ARTICLE 30

OCCUPATIONAL HEALTH AND SAFETY COMMITTEE (OHS)

- 30.01 An OHS Committee will be established at the worksite. The Union will have the right to designate up to three (3) members of the bargaining unit as members of this committee.
- AUPE will make every reasonable effort to designate a member from a variety of departments.
- An AUPE Staff Representative may attend the meetings.
- An Employer and Union representative shall be designated as joint Chairpersons, and shall alternate in presiding over meetings.
- 30.02 The Committee shall meet at least quarterly or more frequently if required by either party at a mutually acceptable hour and date.
- 30.03 Minutes of each Occupational Health & Safety Committee meeting will be kept. The minutes shall be subject to approval by the committee and, upon approval, the approved minutes shall be posted on the OHS bulletin board.
- 30.04 The Committee shall concern itself with any and all matters related occupational health and safety that either party wishes to raise. In addition the committee shall consider such matters as Occupational Health & Safety and may make recommendations to the Employer in that regard. The committee will function in accordance with the regulations published pursuant to the *Alberta Occupational Health & Safety Act* or such other safety rules and practices as mutually agreed.
- The basic rate of pay will be paid to such Employee for time spent in attendance at a meeting of this committee.
- 30.05 The Union and the Employer agree to encourage Employees to cooperate fully in the observation and participation of all safety rules and procedures.
- 30.06 The Employer shall have in place harassment and working alone policies, which shall be reviewed annually by the Occupational Health and Safety Committee.
- 30.07 Protective clothing and safety equipment shall be supplied by the Employer as required by the *Occupational Health and Safety Act*.

ARTICLE 31

LABOUR MANAGEMENT COMMITTEE

- 31.01 A Labour Management Committee will be established at the worksite. The Union will have the right to designate up to three (3) members of the bargaining unit as members of this committee.
- AUPE will make every reasonable effort to designate a member from a variety of departments.
- An AUPE Staff Representative may attend the meetings.
- The number of Employer representatives on the committee shall not exceed the number of representatives from the Union. Both parties may by mutual agreement increase the size of the committee and to invite guests.
- Minutes of each meeting shall be taken and shall be approved by the Employer and the Union. The minutes shall be posted on the bulletin board(s).
- 31.02 The basic rate of pay will be paid to such Employee for time spent in attendance at a meeting of this committee.
- 31.03 The functions of this Committee are to examine and make recommendations regarding the concerns of Employees or the Employer with respect to working conditions including but not limited to staffing, workload issues, and professional responsibility issues and efficiencies.
- 31.04 The committee shall meet at least quarterly at a mutually acceptable hour and date. Either party may call a special meeting of this committee to deal with urgent matters. The Terms of Reference of the committee will determine the procedure for dealing with such matters.

ARTICLE 32

PERSONNEL FILES

- 32.01 (a) By appointment made at least forty-eight (48) hours in advance, an Employee may view their personnel file on their off-duty time at their work site or when the Employee has filed a grievance. An Employee may be accompanied by a Union Representative when viewing their personnel file.
- (b) An Employee shall be given a copy of the requested contents of their personnel file upon request, or when the Employee has filed a grievance, provided that they first pay to the Employer a reasonable fee, established by the Employer to cover the cost of copying. Such fees shall be waived where the Employee requests a copy of material related to an individual grievance filed on behalf of the Employee.

ARTICLE 33

IN SERVICE EDUCATION

- 33.01 The parties recognize the value of continuing in-service education for Employees. For the purpose of this Article, "in-service" includes: orientation, acquisition and maintenance of essential skills and other programs, seminars or workshops offered by the Employer. The Employer agrees to pay for courses and/or training that Employees are required to attend. When an Employee attends one of the required courses or training sessions, they shall do so at the basic rate of pay, plus travel, accommodations and meal allowance when such in-service education is not provided at the work site.
- (a) The following courses as a minimum, shall be provided to Employees on an annual basis:
 - (i) anti-choking maneuvers;
 - (ii) fire, evacuation and disaster procedures;
 - (iii) proper lifting and prevention of back injuries;
 - (iv) Workplace hazardous Materials Information System (WHMIS)
 - (b) The Employer shall consider requests by Employees for additional training that would assist the Employees in providing high-quality service to the residents in a safe environment. The Employer retains the discretion whether to offer additional training.

ARTICLE 34

CONTRACTING OUT

- 34.01 Where the Employer finds it necessary to 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' have failed to result in sufficient staffing levels being present.

ARTICLE 35

COPIES OF COLLECTIVE AGREEMENT

- 35.01 Copies of the Agreement
- The Employer and the Union shall share the cost of duplicating the Collective Agreement. The Employer and the Union shall mutually agree upon the cost of an appropriate printer and the Union shall be responsible for duplicating the Collective Agreement.
- 35.02 The Employer shall provide each new Employee with a copy of the Collective Agreement during their initial meeting.

SCHEDULE "A"
HOURLY RATES

Current

POSITION	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7
Cook	18.06	18.57	19.14				
Hospitality Aide	15.86	16.32	16.80				
Care Aide	18.01	18.54	19.12				
Certified Health Care Aide	20.72	21.80	22.52	23.20	23.95	24.48	25.20
LPN	27.53	28.72	29.86	31.02	32.19	33.31	34.66
Maintenance	23.70	24.41	25.15				

Wage Increase

Date of Ratification – July 28, 2023

1.0 %

POSITION	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7
Cook	18.24	18.76	19.33				
Hospitality Aide	16.02	16.48	16.97				
Care Aide	18.19	18.73	19.31				
Certified Health Care Aide	20.93	22.02	22.75	23.43	24.19	24.72	25.45
LPN	27.80	29.00	30.16	31.33	32.51	33.64	35.01
Maintenance	23.94	24.65	25.40				

Wage Increase

January 1, 2024

1.25 %

POSITION	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7
Cook	18.47	18.99	19.57				
Hospitality Aide	16.22	16.69	17.18				
Care Aide	18.42	18.96	19.55				
Certified Health Care Aide	21.19	22.29	23.03	23.72	24.49	25.03	25.77
LPN	28.15	29.36	30.53	31.72	32.92	34.06	35.45
Maintenance	24.24	24.96	25.72				

Wage Increase
January 1, 2025
1.75 %

POSITION	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7
Cook	18.79	19.32	19.91				
Hospitality Aide	16.50	16.98	17.48				
Care Aide	18.74	19.29	19.89				
Certified Health Care Aide	21.56	22.68	23.43	24.13	24.92	25.47	26.22
LPN	28.64	29.87	31.06	32.27	33.50	34.69	36.07
Maintenance	24.66	25.40	26.17				

Wage Increase
January 1, 2026
2.0% %

POSITION	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7
Cook	19.16	19.71	20.31				
Hospitality Aide	16.83	17.32	17.83				
Care Aide	19.11	19.67	20.29				
Certified Health Care Aide	21.99	23.13	23.90	22.61	25.42	25.98	26.74
LPN	29.21	30.47	31.68	32.91	34.17	35.38	36.79
Maintenance	25.15	25.91	26.69				

SCHEDULE "B"
EMPLOYEE BENEFITS

SCHEDULE "B" - EMPLOYEE BENEFITS

The following group insurance plans shall be implemented and continued:

Employee Basic Life Insurance	\$25,000, reducing by 50% at age 65
Dependent Basic Life Insurance	
Spouse	\$10,000
Child	\$5,000
Optional Life Insurance	Available in \$10,000 units to a maximum of \$500,000, for you or your spouse, subject to approval of evidence of insurability
	If you are covered under this plan as both an employee and a spouse, you are limited to the \$500,000 maximum
Employee Accidental Death, Dismemberment and Specific Loss (Principal Sum)	An Amount equal to your Life Insurance

Healthcare

Covered expenses will not exceed customary charges

Deductible	Nil
Reimbursement Levels	
In-Canada Prescription Drug Expenses	70%
All Other Expenses	100%
Basic Expense Maximums	
Hospital	Semi-Private room
Home Nursing Care	\$10,000 for a maximum of 12 months per condition
Chronic Care	\$25 per day
In-Canada Prescription Drugs	\$1,500 each calendar year
Hearing Aids	\$700 every 5 years
Incontinence Supplies	\$1,000 each calendar year
Custom-fitted Orthopedic Shoes and Custom-made Foot Orthotics	\$300 every 12 months
Myoelectric Arms	\$10,000 per prosthesis
External Breast Prosthesis	1 every 12 months

Accidental Dental Injury Treatment Unlimited

PREMIUM COST SHARE

The premium costs shall be shared, fifty percent (50%) by the Employer and fifty percent (50%) by the Employee.

Coverage under this plan will be as described in the plan document as amended from time to time.

HEALTH SPENDING ACCOUNT (HSA)

The Health Spending Account will be three hundred dollars (\$300.00) per year and shall be allocated by the Employer for each Regular Full-time Employee and pro-rated for each eligible Part-time Employee (based on their total hours of work as of December 1 of the preceding year) to a HSA effective January 1st of each calendar year.

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

Signed this 18th day of January, 2024.

ON BEHALF OF YARROW LIMITED PARTNERSHIP

Sharon Conway

WITNESS

ON BEHALF OF THE ALBERTA UNION
OF PROVINCIAL EMPLOYEES



WITNESS

LETTER OF UNDERSTANDING #1
BETWEEN
YARROW LIMITED PARTNERSHIP.
(hereinafter referred to as the "Employer")
and
ALBERTA UNION OF PROVINCIAL EMPLOYEES
On behalf of Local 047 Chapter 057
(hereinafter referred to as the "Union")
Re: Workload

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

Sharon Conway
ON BEHALF OF THE EMPLOYER

January 18, 2024
DATE


ON BEHALF OF THE UNION

February 16, 2024
DATE

LETTER OF UNDERSTANDING #2
BETWEEN
YARROW LIMITED PARTNERSHIP
(hereinafter referred to as the "Employer")

and

ALBERTA UNION OF PROVINCIAL EMPLOYEES

On behalf of Local 047 Chapter 057
(hereinafter referred to as the "Union")

Re: Bargaining Unit Exclusions

The Parties agree that the following persons are the only excluded positions from the Bargaining Unit:

Persons who perform managerial duties or perform in a confidential capacity regarding labour relations, including, but not limited to, the following Classifications:

General Manager

Food Services Supervisor

Office Administrator

Wellness Supervisor

Sharon Conway

ON BEHALF OF THE EMPLOYER

January 18, 2024

DATE



ON BEHALF OF THE UNION

February 16, 2024

DATE

LETTER OF UNDERSTANDING #3

BETWEEN

YARROW LIMITED PARTNERSHIP

(hereinafter referred to as the "Employer")

and

ALBERTA UNION OF PROVINCIAL EMPLOYEES

On behalf of Local 047 Chapter 057

(hereinafter referred to as the "Union")

Re: Extended Work Day for Licensed Practical Nurses

Where the Parties to this Collective Agreement have agreed to implement a system employing an extended workday and resultant compressed workweek, the parties shall evidence such agreement by signing this document indicating those affected positions where such agreement applies.

The affected Licensed Practical Nurse (LPN) Positions may be amended from time-to-time by agreement of the Parties.

The rights and entitlements for employees working an Extended Workday Arrangement are not better or worse than those Employee(s) working regular days.

Those LPN positions that are subject to an Extended Workday Arrangement may be added and deleted by either party in accordance with Employment Standards legislation.

The Employer and the Union acknowledge and confirm that, with the exception of those amendments hereinafter specifically detailed, when the extended workday is implemented in an affected position all other Articles of the Collective Agreement shall remain in force and effect as between the Parties.

All provisions of the Collective Agreement apply to Employees working Extended Work Days as noted and with amendments to specific Articles as follows:

As applied to LPN twelve (12) hour shifts:

Shift Schedules for regular and temporary full-time and part-time Employees shall provide for the following:

LPNs working an extended workday shall not be scheduled to work more than six (6) consecutive extended shifts bi-weekly.

Sharon Conway

ON BEHALF OF THE EMPLOYER

January 18, 2024

DATE



ON BEHALF OF THE UNION

February 16, 2024

DATE

LETTER OF UNDERSTANDING #4
BETWEEN
YARROW LIMITED PARTNERSHIP
(hereinafter referred to as the "Employer")
and
ALBERTA UNION OF PROVINCIAL EMPLOYEES
On behalf of Local 047 Chapter 057
(hereinafter referred to as the "Union")
Re: Staffing and Employment Agencies

For the term of this Collective Agreement only after all of the applicable bargaining unit Employees have been given the opportunity to fill a vacant shift, may the Employer choose to fill such vacant shift with a non-bargaining Employee or unit staffing agency employee.

Sharon Conway
ON BEHALF OF THE EMPLOYER

January 18, 2024
DATE


ON BEHALF OF THE UNION

February 16, 2024
DATE

LETTER OF UNDERSTANDING #5
BETWEEN
YARROW LIMITED PARTNERSHIP
(hereinafter referred to as the "Employer")

and

ALBERTA UNION OF PROVINCIAL EMPLOYEES

On behalf of Local 047 Chapter 057
(hereinafter referred to as the "Union")

Re: Clause 10.05 - Additional Shifts

In response to discussions during the recent round of collective bargaining with respect to a process of allocating additional shifts and the unique circumstances at Golden Sands, the Parties agree to the following:

Within ninety (90) days post ratification the Parties will utilize the Labour Management Committee, as outlined in Article 31 to discuss, *refine, and/or create an efficient and effective* process for additional shifts, *in keeping with the intent of Clause 10.05.*

Sharon Conway

On behalf of the Employer

January 18, 2024

Date

G. Smith

On behalf of the Union

February 16, 2024

Date

LETTER OF UNDERSTANDING #6
BETWEEN
YARROW LIMITED PARTNERSHIP -GOLDEN SANDS
(hereinafter referred to as the "Employer")
and
ALBERTA UNION OF PROVINCIAL EMPLOYEES
On behalf of Local 047 Chapter 057
(hereinafter referred to as the "Union")

LPN Wage Rates for Experienced Licensed Practical Nurses (LPN's) and/or Experienced Certified Health Care Aides (HCA's)

WHEREAS the Employer is located in Northern Alberta;

AND WHEREAS Licensed Practical Nurses (LPN's) and Certified Health Care Aides (HCA's) are required to provide quality, twenty-four (24) hour care for the residents of the Employer;

AND WHEREAS the Employer desires to recruit and retain experienced LPN's and HCA's;

AND WHEREAS the Employer is prepared to provide additional compensation for experienced LPN's and HCA's;

NOW THEREFORE, in consideration of the mutual covenants herein contained, the Employer and AUPE (collectively the "Parties") hereto agree as follows:

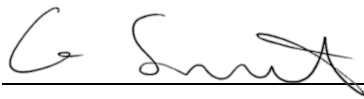
Beginning the first shift worked after ratification, the Basic Rate of Pay for experienced LPN's and/or HCA's may be adjusted, as determined by the Employer, to the rate provided for LPN's and/or HCA's up to a maximum of Step 7 of Schedule "A" of the Collective Agreement. For further clarity, this increase will not apply retroactively.

This Letter of Understanding shall be in effect from the date of ratification until December 31, 2025, unless the Parties reach agreement to extend or amend the provisions of the letter of understanding.

This Letter of Understanding can be terminated with sixty (60) days notice from either Party.

Sharon Conway
On behalf of the Employer

January 18, 2024
Date


On behalf of the Union

February 16, 2024
Date

LETTER OF UNDERSTANDING #7
BETWEEN
YARROW LIMITED PARTNERSHIP -GOLDEN SANDS
(hereinafter referred to as the "Employer")
and
ALBERTA UNION OF PROVINCIAL EMPLOYEES
On behalf of Local 047 Chapter 057
(hereinafter referred to as the "Union")

Re: Medical Appointments

In response to discussions during the recent round of collective bargaining with respect to a medical appointments and the unique circumstances of Golden Sands being located in Northern Alberta, the Parties agree to the following:

Employees shall make every reasonable effort to schedule their medical appointments outside scheduled hours of work but should that not be possible, provided that they have been given prior authorization by the Employer, sick leave credits may be used for the time required for the appointment.

This Letter of Understanding shall be in effect from the date of ratification until December 31, 2026, unless the Parties reach agreement to extend or amend the provisions of the Letter of Understanding.

This Letter of Understanding can be terminated with sixty (60) days notice from either Party.

ON BEHALF OF THE EMPLOYER:

Sharon Conway

January 18, 2024

DATE

ON BEHALF OF THE UNION:



February 16, 2024

DATE