



COLLECTIVE AGREEMENT

between

GOLDEN LIFE MANAGEMENT CORPORATION
(EVANSTON GRAND VILLAGE)

and

ALBERTA UNION OF PROVINCIAL EMPLOYEES
LOCAL 48 CHAPTER 033

EXPIRES SEPTEMBER 30, 2024

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PREAMBLE

WHEREAS the Parties are mutually desirous of entering into a Collective Agreement setting forth rates of pay, hours of work, and other terms and conditions of employment.

NOW THEREFORE THIS COLLECTIVE AGREEMENT WITNESSETH:

ARTICLE 1 - TERM OF COLLECTIVE AGREEMENT

- 1.01 Except where otherwise agreed, this Collective Agreement shall be in force and effect from and after the date upon which the Union and the Employer's exchange notice of ratification by their principals of the terms of this Collective Agreement up to and including September 30, 2024 and from year to year thereafter unless notice, in writing, is given by either Party to the other Party not less than sixty (60) calendar days nor more than one hundred and twenty (120) calendar days prior to the expiration date, of its desire to amend this Collective Agreement.
- 1.02 Where notice is served by either Party to commence collective bargaining this Collective Agreement shall continue in full force and effect until,
- (a) a new collective agreement is concluded,
 - (b) the right of the bargaining agent to represent the employees is terminated, or
 - (c) a strike or lockout commences.
- 1.03 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:
VP Corporate Business
Golden Life Management Corp.
521 Industrial Road G
Cranbrook, BC VIC 7G5
- and in the case of the Union to:
The President
Alberta Union of Provincial Employees
10025 182 Street NW
Edmonton, AB T5S 0P7

ARTICLE 2 – DEFINITIONS

- 2.01 "Bargaining Unit" shall mean the unit of Employees at Evanston Grand Village as described on the Labour Relations Board Certificate.
- 2.02 "Basic Rate of Pay" means the incremental step in the Salaries Schedule applicable to an Employee in accordance with the terms of this Collective Agreement, exclusive of all allowances and premium payments.
- 2.03 "Chapter" means a component of the Union responsible for administration and negotiation of the Collective Agreement.
- 2.04 "*Code*" means the *Labour Relations Code*, as amended from time to time.
- 2.05 "Continuous Service" means the period of employment commencing on the latest date of employment in the Bargaining Unit that is not interrupted by termination or dismissal.
- 2.06 "Employee" means a person covered by this Collective Agreement and employed by the Employer. At the time of hire the employment status of each Employee will be determined in accordance with the following:
- (a) "Regular Employee" is one who works on a Full-Time or Part-Time basis on regularly scheduled shifts of continuing nature:
 - (i) "Full-time Employee" is one who is regularly scheduled to work the full specified hours in the "Hours of Work" Article of this Collective Agreement;
 - (ii) "Part-Time Employee" is one who is regularly scheduled for less than the normal hours specified in the "Hours of Work" Article of this Collective Agreement.
 - (b) "Casual Employee" is one who:
 - (i) is regularly scheduled for a period of four (4) months or less for a specific job; or
 - (ii) relieves for absences the duration of which is four (4) months 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 four (4) months but less than twelve (12) months; or
 - (ii) to replace a Full-Time or Part-Time Employee who is on approved leave of absence for a period in excess of four (4) 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 four (4) months.

Alteration of employment status thereafter will be regulated by the terms of this Collective Agreement.

- 2.07 "Employer" shall mean Evanston Grand Village and shall include such persons as may from time to time be appointed or designated to carry out administration duties in respect of the operation and management of the facility.
- 2.08 "Employee status" shall mean the Full-time, Part-time, Temporary or Casual capacity that an Employee is employed in.
- 2.09 "Local" means Local 048 of The Alberta Union of Provincial Employees.
- 2.10 "Parties" shall mean AUPE and Evanston Grand Village (operated by Golden Life Management Corp.).
- 2.11 "Registration" takes meaning from the *Health Professions Act* and Regulations as amended. Registration is not membership in the Union.
- 2.12 "Shift" shall mean a daily tour of duty exclusive of overtime hours. The shift will be recorded on the day in which the shift starts.
- 2.13 "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.
- 2.14 "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.
- 2.15 "Union Representative" means a representative from the Union authorized by the Union to act on behalf of an Employee.
- 2.16 "Union Steward" Shall mean the official representative of the Union on the worksite and shall be elected or appointed from the Employees covered under this Collective Agreement.

2.17 Where indicated by context or intent in this Agreement, the feminine shall be deemed to include the masculine, and the singular shall be deemed to include the plural and vice-versa.

ARTICLE 3 – APPLICATION / RECOGNITION

3.01 The Employer acknowledges that when duly certified as the bargaining agent for Employees described in the certificate issued by the Alberta Labour Relations Board, the Union has exclusive authority to bargain collectively on behalf of the Employees in the Unit for which it is certified and to bind them by a Collective Agreement.

3.02 The Collective agreement shall apply to all Employees of the Bargaining Unit.

3.03 Employees shall be compensated for work performed in accordance with the schedule of Basic Rates of Pay as set out in the Salaries Schedule, be bound by other provisions of employment, and qualify for such benefits in accordance with the provisions set out in this Collective Agreement.

3.04 (a) No Employee outside of the scope of this Collective Agreement will be used on work of the same nature as that performed by the Employees except in an emergency, for training or due to unforeseen short term circumstances, or when other Employees who perform the work are not readily available, and provided the act of performing the aforementioned work does not displace any Bargaining Unit employee or reduce the hours of work or pay of any employee.

(b) An emergency is defined as any unexpected situation that arises that prohibits the Employer from providing the normal standard of service or endangers the well-being of the residents.

3.05 No Employee shall be required or permitted to make any written or verbal agreement, which may be in conflict with this agreement.

3.06 For the purposes of this agreement, the union shall be represented by:

(a) Officers who are members of the Local/Chapter who are elected or appointed by the Employees to act on their behalf, and

(b) The President of the Union, or Officers or Staff Members of the Union designated by the President, in writing pursuant to the Union's constitution, to perform specific functions pertaining to this agreement.

3.07 An Employee shall have the right to wear or display the recognized insignia of the Union, however, no such insignia larger than a lapel pin shall be worn while on duty. No Union insignia shall be displayed on the Employer's equipment or sites.

3.08 All correspondence between the parties shall flow between designated representatives of the Employer and designated representatives of the Union. Both Parties shall advise each other, in writing, of the names of their representatives.

Gender Neutral

3.09 The masculine, the feminine, or both or neither shall mean and include all gender, gender identity, and gender expression and similarly, the singular shall include the plural and vice-versa, as applicable.

Worksite Access

3.10 The Employer shall grant Union Representatives access to its premises for Union business including Union membership, subject to the approval of the Community Manager.

The Employer will not unreasonably withhold approval to utilize Employer rooms for Union business or meetings.

3.11 The Employer agrees not to supplement the work of the Bargaining Unit with staffing agency(s) where it results in the layoff or reduction of hours of work, or displacement of a regular employee or reduction of the total compensation of a regular employee in the Bargaining Unit.

However, only after all applicable Bargaining Unit Employees have been given the opportunity to fill a vacant shift, the Employer may choose to fill such vacant shift with a non-Bargaining Unit staffing agency individual.

ARTICLE 4 – UNION MEMBERSHIP AND DUES DEDUCTION

4.01 All Employees have the right:

- (a) to be members of the Union and to participate in its lawful activities;
- (b) to bargain collectively with the Employer through the Union.

4.02 The Employer will, as a condition of employment, deduct from the earnings of each Employee covered by this Collective Agreement an amount equal to the dues as determined by the Union. The Union acknowledges that the deductions of amounts equal to the dues, does not constitute membership in the Union, and that membership shall continue to be voluntary.

4.03 Consistent with the payroll system of the Employer, the Union will advise the Employer of the amount of its membership dues. An amount equal to said membership dues will be deducted from each Employee at the prescribed rate and remitted to the Union not later than the fifteenth (15th) of the month following. The remittance shall be accompanied by a list specifying the following:

- (a) the Employee's name;
- (b) mailing address and personal phone number;

- (c) classification;
- (d) status;
- (e) hourly rate of pay;
- (f) the amount of deduction for each Employee;
- (g) the Employee's gross pay; and
- (h) long-term absence status (where applicable).

- 4.04 The dues structure of the Union shall be on a percentage basis and the Union shall give not less than thirty (30) days' notice of any change in the rate at which dues are to be deducted. Any change in the amount of deductions shall be implemented by the Employer at the next possible pay period following expiry of the notice period.
- 4.05 Where an accounting adjustment is necessary to correct an over or under payment of dues, it shall be affected in the succeeding month.
- 4.06 The Employer shall indicate the dues deducted and enter the amount on the T-4 slip supplied to the Employee.

ARTICLE 5 – MANAGEMENT RIGHTS

- 5.01 Subject to the provisions of this Agreement, the Union acknowledges that it is the exclusive right of the Employer to manage its operations and direct the working force, including but not limited to the following:
- (a) maintain order, discipline and efficiency, to formulate and enforce rules and regulations, policies and practices to be observed by Employees; to change and abolish rules and practices as the Employer sees fit; and to discipline, suspend and discharge Employees for just cause.
 - (b) direct, select, hire, transfer, assign to jobs and shifts, promote, demote, classify, lay off and recall Employees subject to the provisions in this Agreement.
 - (c) to schedule operations and number of shifts; to determine, evaluate, and implement processes and methods of service delivery, job content and standards including improvements as necessary, to determine the number of Employees needed, the number of hours and days to be worked as well as the starting and quitting time.
- 5.02 Notwithstanding the foregoing, the Employer retains all rights not expressly limited by the terms of this Agreement.

ARTICLE 6 – RESPECTFUL WORKPLACE

- 6.01 The Employer, Union and Employees are committed to having a safe and respectful workplace where discrimination, harassment and bullying are not tolerated.

- 6.02 It is agreed there will be no discrimination, restriction or coercion exercised or practiced on the part of the Employer or the Union with respect to any Employee by reason of the grounds listed in the *Alberta Human Rights Act*, including sexual orientation, age, race, colour, religious or political beliefs, gender, gender identity, gender expression, mental and physical disability, place of origin, marital status, ancestry, source of income and family status; nor by reason of membership or non-membership or activity in the Union nor in respect of an Employee's or Employer's exercising any right conferred under this Collective Agreement or any law of Canada or Alberta.
- 6.03 Protection against harassment and bullying extend to incidents occurring at or away from the workplace, during or outside working hours and includes incidents relating to Employee, client, resident, or visitor contact provided the acts are committed within the course of the employment relationship. Performance management or normal disciplinary measures shall not constitute harassment.
- 6.04 An alleged complaint of harassment, bullying or discrimination will be dealt with confidentially, and in a timely manner in accordance with Employer policy.
- 6.05 Should an Employee not be satisfied with the outcome of the application of the Employer Policy in resolving an issue, the matter may be submitted as a grievance at level 2.
- 6.06 Nothing in this Article prevent an Employee from filing a complaint under the *Alberta Human Rights Act*.
- 6.07 The Union and the Employer recognize the diversity of the workplace and the multi-cultural and linguistic composition of the workforce. Employees shall only speak the English language in the workplace, except in the staff room or outside the building during rest breaks, meal breaks and other unpaid time, where Employees may speak any language, or as otherwise required for the care of the resident.

ARTICLE 7 – IN-SERVICE PROGRAMS

- 7.01 The Parties recognize the value of in-service education for Employees and that the responsibility for such continuing education lies, not only with the individual, but also with the Employer. For the purpose of this Article, the term "in-service" includes acquisition and maintenance of essential skills, and other programs that may be offered by the Employer.
- 7.02 Employees required by the Employer to participate in in-service sessions shall be paid at the applicable rate of pay for hours in attendance.

ARTICLE 8 – PROBATIONARY PERIOD

8.01 An Employee shall serve a probationary period of four hundred and eighty (480) hours worked for each period of continuous employment not interrupted by termination or dismissal. In consultation with the Union the probationary period may be extended for a period up to an additional four hundred and eighty (480) hours worked, exclusive of overtime hours worked. The Employee and the Union will be informed in writing of the decision to extend a probationary period.

If a Probationary Employee is unsatisfactory in the opinion of the Employer, such Employee may be dismissed or their employment terminated, in writing, at any time during the probationary period without cause, and such dismissal shall be subject to appeal though the grievance procedure but shall not be subject of arbitration.

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

8.03 The Employer shall provide a paid orientation for all Employees, including:

Health Care Aides and Licensed Practical Nurses

- (a) orientation for each shift pattern (days, and/or evenings, and/or nights) that the Employer assigns the Employee to work; and
- (b) an orientation to the site and/ or Employer organization as determined by the Employer.
- (c) The Employee's first (1st) two (2) shifts of resident care shall be under guidance or supervision.

Other Employee classifications

- (a) orientation for each shift pattern (days, and/or evenings, and/ or nights) that the Employer assigns the Employee to work; and
- (b) an orientation to the site and/or Employer organization as determined by the Employer.
- (c) The Employee's first (1st) shift shall be under guidance or supervision.

8.04 Additional orientation requested by an Employee will not be unreasonably denied.

8.05 The Employer shall provide a review of performance to each probationary Employee at least once during their probationary period.

8.06 A representative of the Union shall have the right to make a presentation of up to thirty (30) minutes during the paid orientation of new Employees. Attendance at the presentation shall not be compulsory.

ARTICLE 9 – SENIORITY

9.01 (a) An Employee's "seniority date" shall be the date on which a Regular or Temporary Employee's continuous service commenced within the Bargaining

Unit, including all periods of continuous service as a Casual, Temporary or Regular Employee.

- (b) Seniority shall not apply during the probationary period; however, once the probationary period has been completed, seniority shall be credited from the seniority date established pursuant to Clause 9.01(a).

9.02 Seniority shall be considered in determining:

- (a) selection of a line in a new master rotation, subject to the provisions of Letter of Understanding – Line Selection Process;
- (b) preference of vacation time in Article 21 Annual Vacation;
- (c) layoffs and recalls, subject to the provisions specified in Article 26 Layoff and Recall;
- (d) in filling vacancies within the Bargaining Unit subject to the provisions specified in Article 11 Job Opportunities; and
- (e) the distribution of ‘pick up shifts’ subject to the provisions of Article 12 Hours of Work.

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

- (a) when the employment relationship is terminated by either the Employer or the Employee;
- (b) upon the expiry of twelve (12) months following the date of layoff, if during which time the Employee has not been recalled to work;
- (c) if an Employee does not return to work on recall, as provided in Clause 26.13 or 26.14.

9.04

- (a) The Employer will maintain a bargaining unit wide seniority list;
- (b) Seniority lists will be updated and posted not less frequently than every once each year and will include an Employee's name, classification, full-time equivalent (FTE), seniority date, and date of hire.
- (c) A copy of the seniority lists will be provided to the Union following posting. The Union will have one (1) month in which to take issue with the seniority lists, otherwise, the seniority lists will be deemed to be correct.
- (d) Should a difference arise regarding an Employee's seniority, the Parties shall exchange information necessary to establish accurate seniority. Where an Employee's information is satisfactory to the Employer, the seniority date shall be amended accordingly. If the Employee is unable to provide satisfactory proof, the strict provisions of Clause 9.01 will apply, based on the Employer's available records.

9.05 The Employer shall post a list of Casual Employees in order of date of hire with the Employer at the same time the seniority list is posted.

9.06 In the event that two (2) or more Employees share the same seniority date, the order of seniority shall be determined by the random selection of employee names by a Union Representative. The Union Representative shall inform the Employer in

writing of the order of seniority upon completion of the seniority tie-breaker process. The Employer shall update the seniority list accordingly.

ARTICLE 10 – EVALUATION REPORTS

- 10.01 The Parties recognize the desirability of a performance evaluation system designed to effectively use and develop the human resources of the Employer. The purpose of the performance evaluation is to provide a constructive review of the Employee's performance.
- 10.02 (a) Employees shall receive a written performance evaluation report regularly in accordance with the policy of the Employer.
- (b) Meetings for the purpose of the performance evaluation interview shall be scheduled by the Employer with reasonable advance notice. At the interview, the Employee shall be given a copy of their performance evaluation report. The Employee shall sign their performance evaluation report for the sole purpose of indicating that they are aware of the performance evaluation, and shall have the right to respond in writing within ten (10) days of the interview and that reply shall be placed in their personnel file.
- 10.03 (a) By appointment made at least three (3) working days in advance, an Employee may view their personnel file at the site each year 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 contents of their personnel file upon request, not more frequently than once in a calendar year, provided that the Employee first pays to the Employer a reasonable fee established by the Employer to cover the cost of copying. In the case of a grievance, the fee prescribed shall be waived where the Employee requests a copy of material related to the grievance.
- 10.04 An Employee's performance evaluation report shall not be released by the Employer to any person except to a Board of Arbitration, or as required by law, without the written consent of the Employee.

ARTICLE 11 – JOB OPPORTUNITIES

- 11.01 When a new position is created or when a vacancy occurs, which the Employer intends to fill, in any classification covered by this Collective Agreement such position or vacancy shall be posted on bulletin boards for all Employees to view for a period of not less than seven (7) calendar days in advance of making an appointment.

The posting shall contain the following information:

- (i) qualifications and/ or competencies required;

- (ii) employment status (Full-Time, Part-Time, Temporary or Casual);
- (iii) classification and full-time equivalency (FTE)
- (iv) range of rate of pay;
- (v) if temporary, the anticipated duration of such position.

For information purposes only, a notice of vacancy shall specify the shift pattern (line #).

11.02 All applications for job postings shall be made in writing to the contact person designated on the job posting.

11.03 (a) For vacancies within the bargaining unit, the Employer shall give first preference to qualified applicants who are members of the bargaining unit before considering applicants from outside the bargaining unit.

(b) When filling vacancies, the determining factors shall be job related skills, qualifications, training, knowledge, experience, and other relevant factors and where those factors are considered by the Employer to be equal, seniority shall be the deciding factor.

11.04 The name of the Employee who is appointed to fill the vacancy shall be posted for not less than seven (7) calendar days. The Union shall be advised of the successful candidate. The Employer shall confirm in writing to the Employee at the time of hire the classification and rate of pay for the position they are filling.

11.05 A dispute regarding a decision made pursuant to Clause 11.03 shall be resolved with an unsuccessful applicant requesting to meet with the hiring supervisor to discuss the reasons they were not selected. The meeting shall be requested by the Employee within five (5) working days of the Employer's communication of the successful applicant. The meeting shall be completed within five (5) working days of the Employee's request. This meeting shall be considered Step 1 in the grievance procedure and the provisions of Article 28 – Grievance Procedure apply to this clause, including the Employee's right to request a representative of the Union be present to assist.

11.06 A Full-time or Part-time Employee who applies for and is successful on a temporary position shall maintain their status as a Full-time or Part-time Employee. A Casual Employee who applies for and is successful for a temporary position shall be entitled to the provisions of the collective agreement that are applicable to a Temporary Employee. At the completion of the temporary position, the Full-time or Part-time Employee shall return to their former position. At the completion of the temporary position, the Casual Employee shall resume the normal terms and conditions of employment applicable to a Casual Employee.

An Employee who is successful in a temporary job posting will not be allowed to

apply for another temporary position, unless the position posted commences after the expiry of the current temporary position.

- 11.07 The foregoing provisions shall be waived and inoperative when placement of an Employee in a job within the Bargaining Unit is effected to accommodate an Employee as required by law or requested by the Workers' Compensation Board or the underwriters of the long-term disability income insurance plan to provide a period of rehabilitative work experience.

ARTICLE 12 – HOURS OF WORK

- 12.01 Regular hours of work for the Employees, exclusive of meal periods shall be:
- (a) seven point seven-five (7.75) or eight (8)* consecutive hours per day;
* For Employees classified as Cook, Dietary Aid and Receptionist/
Administrative Assistant
 - (b) thirty-eight point seven-five (38.75) or forty (40) hours per week averaged over one (1) complete cycle of shift schedule.
- 12.02 Regular hours of work shall be deemed to:
- (a) include, as scheduled by the Employer, either
 - (i) two paid rest periods of fifteen (15) minutes during each full working shift of seven point seven five (7.75) or eight (8) hours, or
 - (ii) one paid rest period of thirty (30) minutes during each full working shift of seven point seven-five (7.75) or eight (8) hours, if this is more compatible with scheduling of work assignments, the alternative to be applied shall be by mutual agreement between the Employer and Employees.
 - (b) include, as scheduled by the Employer, one rest period of fifteen (15) minutes during each working day on which the Employee works in excess of three point seven five (3.75) and less than seven point seven-five (7.75) or eight (8) hours.
 - (c) exclude, a meal period of thirty (30) minutes to be scheduled by the Employer at approximately the mid point of the shift, during each working day on which the Employee works in excess of five (5) hours.
- 12.03
- (a) Notwithstanding that the meal break is to be excluded in the calculation of regular hours of work, if the Employer requires an Employee to be readily available for duty during their meal period, they shall be so advised in advance and be paid for that meal period at their Basic Rate of Pay.
 - (b) If an Employee is recalled to duty or required to work during their meal period or rest period they shall be given a full meal period or rest period later in their shift, or where that is not possible, be paid for the meal period or rest period as follows:

- (i) for a rest period, at the overtime rate of pay rather than at straight time; or
- (ii) for a meal period for which the Employee is entitled to be paid in accordance with Clause 12.03(a), at the overtime rate of pay rather than at straight time; or
- (iii) for a meal period for which the Employee is not otherwise entitled to be paid, at the overtime rate of pay.

12.04 Shift schedules shall be posted twenty-eight (28) calendar days in advance and posted in accessible locations for viewing by employees. The Employer shall allow a representative of the Union to reproduce a copy of the posted shift schedule.

12.05 The master rotation shall provide:

- (i) Not more than six consecutive shifts.
- (ii) At least fifteen (15) hours off duty between shifts.
- (iii) At least two (2) consecutive days off in each fourteen (14) calendar day block as determined by the Employer.
- (iv) An Employee shall not be scheduled to work split shifts.
- (v) An Employee in the Health Care Aide or Licensed Practical Nurse classification with shifts of five (5) hours or more.
- (vi) An Employee in the Health Care Aide or Licensed Practical Nurse classification with days of rest on two (2) weekends in a five (5) week period averaged over the length of the rotation, where a “weekend” shall mean a Saturday and the Sunday assuring a minimum of fifty-six (56) hours off duty.

The Employer and Union may agree in writing to exceptions to the master rotation requirements listed above.

12.06 Employees shall be aware that, in the course of their regular duties, they may be required to work on various shifts throughout the twenty-four (24) hour period of the day and the seven (7) days of the week.

Shift Exchanges

- 12.07 (a) Employees may exchange shifts among themselves, provided that:
- (i) the exchange is agreed to, in writing, between the affected Employees; and
 - (ii) prior approval of such exchange has been given by the Employer; and
 - (iii) such exchange shall not result in the payment of overtime;
 - (iv) the shift exchanges occur within sixty (60) consecutive calendar days.
- (b) Where such a request is made in writing, the Employer’s reply shall also be in writing no more than three (3) days after the request is made, excluding

- Saturdays, Sundays, and named holidays.
- (c) Such exchange shall be recorded on the shift schedule.
 - (d) Such exchange shall not be deemed a violation of the provisions of this Collective Agreement.
 - (e) There shall be no limit on the quantity of shift exchanges in a specific time period.

12.08 When an Employee reports for work as scheduled and is directed by the Employer to leave and return to work for a later shift, they shall be compensated for the inconvenience by a payment equivalent to three (3) hours pay at their Basic Rate of Pay.

12.09 An Employee shall not be scheduled to work more than two (2) different shifts (i.e. days/afternoons or afternoons/nights) between scheduled days off except as mutually agreed between the Employer and the Employee.

12.10 If, in the course of a posted schedule, the Employer changes an Employee's scheduled shift(s) without fourteen (14) calendar days' notice (days to nights, evenings to days or days off etc.), they shall be paid at the overtime rate of pay for all hours worked during the first shift of the changed schedule.

12.11 On the date fixed by proclamation, in accordance with the *Daylight Savings Time Act*, of conversion to Mountain Standard Time, regular hours of work shall be extended to include the resultant additional hour with additional payment due therefore at the applicable overtime rate. On the date fixed by said Act for the resumption of Daylight Savings Time, the resultant reduction of one hour in the shift involved shall be effected with the appropriate deduction in regular earnings.

Distribution of Pick-Up Shifts

12.12 (a) All Part-time Employees who have provided the Employer with a cell or home phone number may pick up extra shifts in addition to their regularly scheduled shifts up to the full time equivalent for their classification. The Employer will send out an electronic notice when shifts are available and Employees will have thirty (30) minutes to respond. Additional shifts shall be distributed by Seniority to Part-time Employees who have responded within the required timeline.-

(b) Extra shifts picked up by the Employees shall not be deemed a violation of the scheduling provisions of this Article.

12.13 In order to facilitate the distribution of opportunities to work additional shifts, Casual Employees shall indicate the extent of their availability in writing to the Employer on a monthly basis. Extra shifts will be offered to Casual Employees on a fair rotational basis after the process in Clause 12.12 for Part-Time Employees is completed.

ARTICLE 13 – OVERTIME

- 13.01 (a) Overtime for Full Time Employees is all time authorized by the Employer and worked by an Employee in excess of seven point seven-five (7.75) or eight (8) hours per day as applicable, and/ or on the scheduled days of rest for Full-Time Employees. The Employer shall provide overtime forms, which are to be signed by the designated authorizing person and a copy shall be given to the Employee at the time the overtime is worked.
- (b) Overtime for Part Time and Casual Employees is all time authorized by the Employer and worked by an Employee in excess of seven point seven-five (7.75) or eight (8) hours per day as applicable and seventy- seven point five (77.5) or eighty (80) hours as applicable in a bi-weekly pay period. The Employer shall provide overtime forms, which are to be signed by the designated authorized person and a copy shall be given to the Employee at the time the overtime is worked.
- 13.02 The overtime rate of one- and one-half times (1 1/2X) the applicable Basic Rate of Pay shall be paid for the first four (4) overtime hours worked and double time (2X) thereafter for all overtime worked thereafter.
- 13.03 Overtime may be accumulated and taken in time off at a mutually acceptable time within twenty-four (24) calendar weeks from the date it was banked, at the applicable premium rate. If time off is not taken within the twenty-four (24) calendar week period, overtime at the applicable rate shall be paid out on the Employees next regular pay cheque.
- 13.04 Where an Employee banks overtime in accordance with Cause 13.03 it shall be recorded on their bi-weekly pay statement.

ARTICLE 14 – SALARIES

- 14.01 The basic rates of pay as set out in the Salaries Schedule shall be applicable to all Employees covered by this Collective Agreement.
- 14.02 Paydays shall be on a bi-weekly basis by direct deposit, in accordance with the Employer's established practice. Where changes are made to the payroll system or paydays, the Employer will provide ninety (90) calendar days' notice to the Union and the Employees of such a change.
- 14.03 (a) Subject to any of the other terms of this Collective Agreement providing for the withholding of 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 the completion of two thousand and fifteen (2015) or two thousand and eighty (2080) regular hours worked as applicable.
- (b) Hours worked counted towards an Employee's next increment include hours worked or paid as follows:

- (i) regular shifts;
- (ii) casual shifts;
- (iii) paid orientation and education;
- (iv) paid Named Holidays and worked Named Holidays;
- (v) paid Vacation days; and
- (vi) all paid absences.

14.04 When an Employee is transferred to a classification with a higher rate of pay, they shall be advanced to the start rate of such higher classification, except where that start rate is lower than the Employee's existing Basic Rate of Pay. In the latter case, they shall be advanced to the next higher increment for the higher classification provided that the trial period in the new position is successfully completed.

14.05 When an Employee is transferred to a classification with a lower rate of pay, their salary shall be adjusted immediately to the basic rate they would have been entitled to, had they been on the lower rated classification from commencement of employment.

14.06 Should the Employer find it necessary to create a new classification during the life of this collective Agreement, the new classification will be included within the scope of the unit for which the Union is the certified bargaining agent, provided that:

14.06.1 the Parties to this Collective Agreement mutually agree that the classification is within the scope of the unit for which the Union is the certified bargaining agent or, failing that:

14.06.2 The Labour Relations Board rules that the new classification is within the scope of the unit for which the Union is the certified bargaining agent.

14.07 Classifications

14.07.1 When the duties of a classification are significantly altered by an action of the Employer, or the Employer creates a new classification that falls within the bargaining unit, the Employer shall give written notice to the Union of the change and the proposed rate of pay, within twenty-one (21) days of the action.

14.07.2 The Union may contest the proposed rate of pay by sending written notice to the Employer. A notice to contest the rate of pay shall be sent to the Employer not later than fourteen (14) calendar days from the date of the Employer's notice.

14.07.3 The Parties shall attempt to resolve the rate of pay through negotiations. Should the Parties fail to reach an agreement through negotiations, the grievance procedure shall apply and the Union shall refer the dispute directly to arbitration within fourteen (14) calendar days from the date the Parties fail to reach an agreement.

- (d) The proposed rate of pay for the new or altered classification shall remain in effect until such time as it is amended as a result of negotiations or the resolution of the grievance regarding the proposed rate of pay. Such amended rate will be effective from the date of written notice from the Employer to the Union.
- 14.08 Employees required by the Employer to attend staff meetings and committee meetings (except as provided in Article 31) shall be paid at the applicable rate of pay for attendance at such meetings. Employees who attend meetings that are not mandatory shall suffer no loss of regular earnings when attending the meeting.
- 14.09 When a Licensed Practical Nurse has experience satisfactory to the Employer, their starting salary shall be adjusted by applying the following formula:
 - 14.09.1 Experience prior to a two (2) year lapse will not be recognized.
 - 14.09.2 All experience recognized in yearly increments. For each full year of experience one (1) salary increment shall be recognized up to the top increment in the salary scale.
- 14.10 The Employer shall, on every payday, provide to each Employee an electronic statement of wages stating the gross amount and the net pay being deposited, the working hours, rate(s) or pay, and other entitlement and accrual information. The Employer will provide Employees with information on accessing the electronic statement of wages.
- 14.11 (a) Overpayment
 - (i) 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.
 - (ii) 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.
- (b) Underpayment

Should the Employer issue an Employee an underpayment of wages and/or entitlements, then the Employer shall take such internal administrative action as is necessary to correct such errors. The Employer shall notify the Employee that an underpayment has been made and discuss payment options. The monetary or entitlement adjustments shall be made within two (2) pay periods.
- 14.12 When an Employee is assigned by their immediate supervisor who is out of scope of the bargaining unit, to replace another Employee in a higher paid classification within

this Collective Agreement for a full or partial shift (of two hours) or longer, they shall be paid the Basic Rate of Pay for the classification in which the Employee is relieving, providing they have the necessary skills, training and knowledge to perform the substantive duties of the higher paid classification. When an Employee is required temporarily to perform the duties of a lower paid classification, their Basic Rate of Pay will not be changed.

- 14.13 Where the Employer designates an Employee to be in-charge of a facility for a period of four (4) hours or longer they shall be paid an additional one dollar (\$1.00) per hour.

ARTICLE 15 – SHIFT DIFFERENTIALS

- 15.01 Effective the start of the first pay period following the date of ratification, shift differential of two dollars and twenty-five cents (\$2.25) per hour shall be paid to Employees for all hours worked between fifteen hundred (1500) hours to twenty-three hundred (2300) hours provided greater than two (2) hours are worked during the period.
- 15.02 Effective the start of the first pay period following the date of ratification, shift differential of four dollars (\$4.00) per hour shall be paid to Employees for all hours worked between twenty-three hundred (2300) hours to zero seven hundred (0700) hours provided greater than two (2) hours are worked during the period.
- 15.03 All premiums payable under this Article shall not be considered as part of the Employee's Basic Rate of Pay.
- 15.04 Where applicable, an Employee shall be eligible to both Shift Differential and Weekend Premium in addition to regular and overtime pay.

ARTICLE 16 – WEEKEND DIFFERENTIALS

- 16.01 Effective the start of the first pay period following the date of ratification, a weekend premium of three dollars (\$3.00) per hour shall be paid to Employees for hours worked between 0001 hours Saturday and 2400 hours Sunday provided greater than two (2) hours are worked during the period.
- 16.02 All premiums payable under this Article shall not shall be considered as part of the Employee's Basic Rate of Pay.
- 16.03 Where applicable, an Employee shall be eligible to both Shift Differential and Weekend Premium in addition to regular and overtime pay.

ARTICLE 17 – PYRAMIDING

- 17.01 There shall be no pyramiding or stacking off premiums except where expressly authorized in this Collective Agreement.

ARTICLE 18 – TEMPORARY ASSIGNMENTS

- 18.01 When an Employee is assigned by their immediate supervisor who is out of scope of the Bargaining Unit, to replace another Employee in a higher paid classification within this Collective Agreement for a full or partial shift (of two (2) hours) or longer, they shall be paid the Basic Rate of Pay for the classification in which the Employee is relieving, providing they have the necessary skills, training and knowledge to perform the substantive duties of the higher paid classification. When an Employee is required temporarily to perform the duties of a lower paid classification, their Basic Rate of Pay will not be changed.
- 18.02 Where the Employer designates an Employee to be in-charge of a facility for a period of four (4) hours or longer they shall be paid an additional one dollar (\$1.00) per hour.

ARTICLE 19 – TRANSPORTATION

- 19.01 Regular Employees who normally travel from the work place to their place of residence by means of public transportation following the completion of their shift, but are prevented from doing so by being required to remain on duty longer than their regular shift and past the time when normal public transportation is available, shall be reimbursed for the cost of reasonable, necessary and substantiated transportation expense from the work place to their place of residence.
- 19.02 Where a Regular Employee is assigned duties necessitating the use of their automobile, the Employee shall be reimbursed at the rate of forty-five cents (\$0.45) per kilometer.

ARTICLE 20 – NAMED HOLIDAYS

- 20.01 The following Named Holidays will be observed as Statutory Holidays:
- | | |
|--------------------|---|
| New Year's Day | Labour Day |
| Alberta Family Day | National Day for Truth and Reconciliation |
| Good Friday | Thanksgiving Day |
| Victoria Day | Remembrance Day |
| Canada Day | Christmas Day |
| Heritage Day | Boxing Day |
- and all general holidays proclaimed by the Municipality or the Government of Alberta or Canada.

- 20.02 Qualifying for Named Holiday Pay
- To qualify for a Named Holiday with pay, the Employee must:
- (a) Have been employed for thirty (30) days during the preceding twelve (12) months;
 - (b) Work their scheduled shift immediately prior to and immediately following the holiday except where the Employee is absent for reasons acceptable to the Employer; and

- (c) Work on a Named Holiday when scheduled except where the Employee is absent for reasons acceptable to the Employer.

20.03 Employees on layoff status, leaves of absence without pay, Workers' Compensation or on sick leave on the date of the recognized holiday are not entitled to Named Holiday Pay.

20.04 Named Holiday Pay

A Full-Time Employee obliged to work on a Named Holiday shall be paid for all hours worked on the Named Holiday at one and one-half times (1 1/2X) their Basic Rate of Pay, plus:

- (a) an alternate day off with pay at a mutually agreed time; or
- (b) by mutual agreement, the Employee may receive payment for such day at their Basic Rate of Pay.

Time off not taken by March 31st of any given year shall be paid out at their Basic Rate of Pay unless there is mutual agreement to extend the banking period.

Where an Employee banks the alternate day off provided in Clause 20.04 (a) it shall be recorded on their bi-weekly pay statement.

20.05 Named Holiday While on Vacation

When a Named Holiday falls during a Full-Time Employee's annual vacation, such holiday may, by mutual agreement, be added to the vacation period, or the alternate day off shall be dealt with as set out in Clause 20.04.

20.06 Named Holiday on Day Off

When a Named Holiday falls on a day that would otherwise be a Full-Time Employee's regularly scheduled day of rest, the Employee shall receive an alternate day off as outlined in Clause 20.04.

20.07 Part-Time Employees

- (a) Effective the start of the first pay period following the date of ratification, Part-Time Employees shall be paid, in addition to their Basic Rate of Pay, four-point six two percent (4.62%) of this rate per pay period in lieu of the Named Holidays.
- (b) A Part-Time Employee required to work on a Named Holiday shall be paid at one and one-half times (1 1/2X) their Basic Rate of Pay for all hours worked.

ARTICLE 21 – ANNUAL VACATION

21.01 Definitions

For the purpose of this Article:

- (a) "Vacation" means annual vacation with pay.

- (b) "Vacation Year" means the twelve (12) month period commencing on the first day of July in each calendar year and concluding on the last day of June of the same calendar year.
- (c) Employees will start earning vacation entitlement upon the date of commencement of employment.
- (d) Vacation earned in one vacation year shall be taken in the next following vacation year.

21.02

Vacation Entitlement

- (a) During each year of continuous service in the employ of the Employer, a Regular Full-time Employee shall earn entitlement to a vacation with pay and the rate of earning entitlement shall be as follows:
 - (i) during the first (1st) and second (2nd) years of such employment an Employee earns a vacation at the rate of ten (10) working days or four per cent (4%); and
 - (ii) during the third (3rd) to seventh (7th) years of employment, an Employee earns a vacation at the rate of fifteen (15) working days or six per cent (6%); and
 - (iii) during the eighth (8th) to twelfth (12th) year of employment, an Employee earns a vacation at the rate of twenty (20) working days or eight per cent (8%); and
 - (iv) during the thirteenth (13th) and subsequent year of employment, an Employee earns a vacation at the rate of twenty-five (25) working days or ten per cent (10%).

- (b) Employee with less than a year of service
A Regular Full-time Employee who has less than one (1) year of service prior to the first (1st) day of July in any one (1) year shall be entitled to a vacation 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 (12) months.

- (c) Vacation Entitlement for Part-Time Employees
Part-time Employees shall earn vacation with pay calculated in hours in accordance with the following formula:

$$\begin{array}{rcl}
 \text{Regular Hours worked} & & \text{The applicable \% as} \\
 \text{as a} & \text{X} & \text{outlined in} \\
 \text{Part-Time Employee} & & \text{Clause 21.02} \\
 & & = \\
 & & \text{Number of hours} \\
 & & \text{paid vacation} \\
 & & \text{time to be taken}
 \end{array}$$

- (d) Vacation Earning
The Employer shall provide to each Employee a bi-weekly report of their vacation accrual in hours on their pay stub.

- 21.03 Notwithstanding Clause 21.02, vacation with pay shall not accrue during periods while:
- (a) on layoff; and
 - (b) on absence while in receipt of disability insurance or in receipt of compensation from the Workers' Compensation Board; and
 - (c) on leave of absence without pay for any reason in excess of fifteen (15) calendar days.

21.04 Time of Vacation

All vacation shall be taken at a mutually agreeable time. The Employer shall post the vacation schedule planner for each classification from February 15th to March 15th of each year. Where an Employee submits their vacation preference by March 15th of that year, approval shall be granted in writing, subject to operational requirements, by order of seniority by April 15th of the same year. Seniority within each classification shall be the determining factor when there is a dispute regarding preference for the time that vacation is to be taken.

When an Employee submits a written request for vacation after April 15th, the Employer shall respond in writing indicating approval or disapproval of the vacation request within fourteen (14) days of the request.

An Employee who does not select vacation on the schedule planner may take vacation at a time approved by the Employer and not in conflict with the Employees who have selected on the vacation planner.

- 21.05 Once vacations are authorized by the Employer they shall not be changed except in cases of emergency or by mutual agreement between the Employer and the Employee.

- 21.06 Temporary and Casual Employees shall be paid four percent (4%) of regular earnings on each pay period, and after three (3) years of employment, six percent (6%) of regular earnings on each pay period.

21.07 Vacation Carry Over

An Employee may carry over up to five (5) days' vacation per vacation year for two (2) consecutive vacation years, up to a maximum of ten (10) days which must be taken not later than the third consecutive vacation year. Failure by an Employee to take their carried over vacation time, plus vacation time earned in the third consecutive year, will result in a full pay settlement to the Employee within the last payroll of the vacation year. Employees planning to carry over vacation leave credits shall notify their supervisor, in writing, by March 15th of each vacation year.

ARTICLE 22 – SICK LEAVE

- 22.01 Sick leave is a form of insurance provided by the Employer to the Employee for the purpose of maintaining regular earnings during absences due to: illness, quarantine by a Medical Officer of Health or because of an accident for which compensation is not payable under the *Workers' Compensation Act*.
- 22.02 A Full-time Employee shall accrue sick time at the rate of one (1) day per month. Accrual will commence with the date of employment. A Regular Employee shall not be entitled to apply sick leave credits prior to the completion of the probation period. The Employee may accumulate sick leave credits up to a maximum of fifty (50) work days. Sick leave accrual will be prorated in the case of Part-time Employees based on their full time equivalency.
- 22.03 Sick leave credits shall not accrue during:
- (a) Any period of sick leave in excess of thirty (30) calendar days; or
 - (b) A leave of absence without pay which is in excess of thirty (30) calendar days; or
 - (c) An absence while in receipt of disability insurance or Workers' Compensation benefits which is in excess of thirty (30) calendar days; or
 - (d) Layoff
- 22.04 Employees reporting sick shall advise the Employer as soon as possible and at a minimum two (2) hours prior to the start of their shift and regularly thereafter as required. Failing to do so, the Employee shall be considered absent without leave and the Employer may make a deduction in pay for the time that expires between the time the Employee should have reported for work and the time at which the Employee reported sick.
- 22.05 Employees granted sick leave shall be paid for the period of such leave at their Basic Rate of Pay for regularly scheduled shifts absent due to illness, and the number of hours thus paid shall be deducted from their accumulated sick leave credits at the time the sick leave commenced, up to the total amount of the Employee's accumulated credits.
- 22.06 Employees may be required to submit proof satisfactory to the Employer of any illness or non-occupational accident upon the Employer's request. The Employee shall be reimbursed for the fee incurred by the Employee for submitting satisfactory proof of any claim for sick leave when proof is required by the Employer.
- 22.07 An Employee who has exhausted their sick leave credits during the course of an illness and the illness continues shall be deemed to be on a Leave of Absence without pay or benefits except as provided in Article 25. The Employee shall keep the

Employer advised as to when they shall be expected back to work and shall provide the Employer with fourteen (14) days written notice of readiness to return to work.

ARTICLE 23 – HEALTH CARE BENEFITS

- 23.01 The Employer will provide benefit plans as insurance protection by way of participation in group plans for Regular Employees who are scheduled to work fifteen (15) hours or greater per week, subject to the enrolment and other requirements of the Insurer. Provided that said enrolment and other requirements are met, the following group plans (or equivalent plans with another benefit provider) shall be continued for eligible Employees who elect to participate:
- (i) Basic Life
 - (ii) Dependent Group Life
 - (iii) Extended Health Care
 - (iv) Dental Care
 - (v) Long term disability
 - (vi) Accidental Death and Dismemberment (AD&D)
 - (vii) Critical Illness Plan
- 23.02 (a) The premium cost share for Extended Health Care, Dental Care, Basic Life, AD&D, and Critical Illness shall be cost shared seventy-five percent (75%) by the Employer and twenty-five percent (25%) by the Employee.
- (b) The premium cost share for Long Term Disability and Dependent Group Life shall be cost shared fifty percent (50%) by the Employer and fifty percent (50%) by the Employee.
- 23.03 The Employer and the Union will meet to discuss any changes to the group insurance plan.
- 23.04 The Employer shall make available to eligible Employees brochures outlining the above plans.
- 23.05 The Employer will provide one copy of each of the plans to the Union.
- 23.06 Effective the first of the calendar month ninety (90) calendar days after the Date of Ratification, the Employer will provide a health spending account of one hundred dollars (\$100.00) per year to all Regular Full-Time Employees. Regular Part-Time Employees who are eligible for benefits in accordance with Clause 23.01 shall be entitled to the health spending account on a pro-rated basis based on their full time equivalency (FTE) calculated using regular hours worked in the previous calendar year to a maximum FTE of 1.0.

ARTICLE 24 – WORKERS’ COMPENSATION

- 24.01 (a) An Employee who is incapacitated and unable to work, as a result of an accident sustained while on duty in the service of the Employer within the meaning of

the *Workers' Compensation Act*, shall receive compensation benefits directly from the Workers' Compensation Board.

- (b) Employees will be eligible to apply for sick leave benefits (at 90% pay reimbursement) in accordance with Article 22: Sick Leave; during the period of time they are waiting for receipt of their claim from WCB. Sick leave benefits will be payable provided:
 - (i) the Employee has Sick Leave credits available; and
 - (ii) the Employee meets the eligibility requirements for Sick Leave; and
 - (iii) the Employee assigns their WCB benefits to the Employer, only to the extent that is required for the Employer to recover the money that was paid out for Sick Leave, once the WCB claim is approved. The Employer will then reinstate the Employee's Sick Leave credits to the appropriate level. After the money for Sick Leave benefits has been recovered from the assigned WCB benefits, the Employee shall receive their benefits directly from the Workers' Compensation Board.

24.02 An Employee receiving compensation benefits under Clause 24.01 shall be deemed on Workers' Compensation leave and shall:

- (a) remain in the continuous service of the Employer for the purpose of salary increments and Health Benefits in accordance with 25.01 (g);
- (b) cease to earn Vacation and Sick Leave credits subject to Clauses 21.03 and 22.02;
- (c) not be entitled to Named Holidays with pay falling within the period of Workers' Compensation leave.

24.03 An Employee on Workers' Compensation leave and who is certified by the Workers' Compensation Board to be fit to return to work and who is:

- (a) capable of performing the full duties of their former position, shall provide the Employer with written notice of readiness to work immediately upon receiving such notice from the WCB. The Employer shall then reinstate the Employee as soon as reasonably possible in the same position held by the Employee immediately prior to the disability with benefits that accrued to the Employee prior to the disability.
- (b) incapable of performing the duties of their former position, but is capable of performing the duties of their former classification, shall notify the Employer of their readiness to return to work. The Employer shall then reinstate the Employee to a position for which the Employee capable of performing the work entailed, upon the occurrence of the first such available vacancy with benefits that accrued to the Employee prior to the disability;

- (c) incapable of performing the duties of their former classification, and is no longer receiving a benefit from the Workers' Compensation Board, may make application for any benefits for which they are eligible under Article 23: Health Care benefits or Article 22: Sick Leave.

24.04 The reinstatement of an Employee in accordance with this Article shall not be construed as being in violation of the posting and/or scheduling provisions of Article 11: Appointments, Transfers and Promotions.

24.05 At the expiration of twenty-four (24) months from the first day of absence as a result of a disability while on duty in the service of the Employer:

- (a) an Employee who is not capable of resuming work pursuant to Clause 24.03(a);
or
- (b) for whom, after a reasonable effort having been made pursuant to Clause 24.03 (b), alternate employment is not available, it shall be deemed that the employment relationship has terminated, provided such termination is not contrary to any right conferred under:
 - (i) this Agreement;
 - (ii) any applicable law of Canada;
 - (iii) any applicable law of Alberta.

24.06 Any and all obligations of the Employer shall be negated should the Employee fail to keep the Employer informed of the prognosis of their condition in a prompt and timely manner.

ARTICLE 25 – LEAVE OF ABSENCE

25.01 General Conditions

During leaves of absence without pay of longer than thirty (30) calendar days, subject to approval by the Insurer(s), Employees may elect to maintain coverage of contributory plans specified in Article 23: Health Care benefits, provided that the Employee makes prior arrangements to pay full premium costs. Prior to starting their leave, the Employee must submit post-dated cheques for each month, for the duration of the leave of absence, to the payroll department for the full amount of the premiums. Failure to remit the full payment required above, reinstatement in any and all plans shall be subject to the enrolment and other requirements of the underwriter.

25.02 Union Representative

- (a) When it is necessary for a Union member to make a request for a leave of absence without pay to perform the duties of any office of the Union, the application for leave must be made in writing to the Employer to be considered

for approval. Where possible, the Union member shall give four (4) weeks' notice for such request.

- (b) The Employer shall not unreasonably withhold leave of absence, without pay, for Employees, to a maximum of five (5), elected or appointed to represent the Union at Conventions, Workshops, Institutes, Seminars, Schools or to attend meetings as a member of the Union's Provincial Executive Board.
- (c) One (1) Employee who is elected for a full-time position with the Union shall be granted leave of absence without pay and without loss of seniority. Such leave of absence shall be renewable for a further term upon request. If it is permissible under the 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.
- (d) When leave to attend Union Business has been approved, it is granted with pay. The Union agrees to reimburse the Employer for actual salary paid to the Employee while on leave plus an amount determined by Employer to cover cost of benefits.

25.03 Negotiations

Representatives of the Union shall be granted time off without loss of pay, or loss of seniority in order to participate in preparation for negotiations and negotiations with the Employer and the Employer will be reimbursed.

25.04 Maternity Leave

- (a) An Employee who has completed ninety (90) days of employment shall, upon their written request, providing at least six (6) weeks advance notice, be granted maternity leave to become effective at any time during the twelve (12) weeks immediately preceding the expected date of delivery, provided that the Employee commences maternity leave no later than the date of delivery. If during the twelve (12) week period immediately preceding the estimated date of delivery the pregnancy interferes with the performance of the Employee's duties the Employer may, by notice in writing to the Employee, require the Employee to commence maternity leave forthwith.

Such leave shall be without pay and benefits, except for the portion of maternity leave during which the Employee has a valid health-related reason for being absent from work and is also in receipt of Sick Leave. Maternity Leave shall not exceed sixteen (16) weeks unless mutually agreed otherwise between the Employer and the Employee.

- (b) Maternity leave may commence with shorter notice when the Employee provides a medical certificate indicating they are not able to work because of a medical condition arising from their pregnancy.

25.05 Parental Leave

- (a) A parent who has completed ninety (90) days of employment shall upon their written request, providing at least six (6) weeks advance notice, be granted an unpaid leave for up to thirty-seven (37) weeks without pay and benefits:
 - (i) immediately following the last day of maternity leave;
 - (ii) within fifty three (53) weeks after the child's birth;
 - (iii) within fifty three (53) weeks after the child is placed with the adoptive parent for the purpose of adoption.
- (b) Parental leave described above may be taken wholly by one of the parents or shared by both parents.
- (c) If two (2) employees are parents to the same child, the Employer is not required to grant parental leave to more than one (1) employee at a time.
- (d) Parental leave may commence with shorter notice when the medical condition of the birth mother or child makes it impossible to comply with the required notice or the date of the child's placement with the adoptive parent was not foreseeable.

25.06 Maternity and Parental Leave

- (a) An Employee on maternity leave or parental leave shall provide the Employer with at least twenty eight (28) calendar days notice, in writing of their readiness to return to work, following which the Employer will reinstate the Employee in the same or an equivalent position at not less than the same step in the pay scale and other benefits that accrue to the Employee up to the date they commenced leave.
- (b) An Employee requesting an extension of maternity or parental leave and who has unused vacation entitlement may be required to take the vacation pay as a part or all the period of the extension.

25.07 Court Appearance

- (a) In the event a Regular or Temporary Employee is required by law to appear before a court of law for jury selection, as a member of a jury or as a witness in matters arising out of their employment with the Employer, the Employee shall:
 - (i) suffer no loss of regular earnings at their Basic Rate of Pay for the scheduled shifts so missed;
 - (ii) when appearing in a court of law as a witness in matters arising out of their employment, be paid at their Basic Rate of Pay for the hours of attendance at Court on their scheduled day(s) of rest, and be granted an alternate day(s) of rest as scheduled by the Employer. Such rescheduling of the day(s) of rest shall not be construed to be a violation of the scheduling provisions Article of this Collective Agreement;

- (iii) assign to the Employer all pay for such Court appearance.
- (b) In the event a Regular or Temporary Employee is scheduled to work on the evening or night shift(s) and the day(s) they are required to appear before a Court for the reasons stated in (a), they shall be granted a leave of absence for those scheduled shifts so missed and shall suffer no loss of regular earnings at their Basic Rate of Pay.
- (c) Where a Regular or Temporary Employee is required by law to appear before a court of law for reasons other than those stated in (a) above, they shall be granted a leave of absence without pay.

25.08 Bereavement Leave

- (a) Upon request, an Employee shall be granted reasonable leave of absence in the event of a death of a member of the Employee's immediate family (i.e. spouse, child, parent, brother, sister, mother-in-law, father-in-law, son-in-law, daughter-in-law, grandparent, grandchild, step-parent, step- children guardian or fiancé). Spouse shall include common-law and/or same gender relationship. For the first three (3) working days of such leave of absence, the Employee shall suffer no loss of regular earnings. Bereavement leave may include normal days off and/or vacation but no additional payment is due therefore. Bereavement leave must be taken within one (1) year of the death unless otherwise approved by the Employer.
- (b) The Employer may extend bereavement leave by up to two (2) additional days with no loss of regular earnings where travel to attend the funeral is greater than three hundred (300) kilometers one way.
- (c) At the sole discretion of the Employer, unpaid bereavement leave may be granted up to one (1) working day to attend the funeral or memorial service of a close friend or relative not listed in Clause 25.08 (a).
- (d) An Employee shall not be required to take previously unscheduled vacation leave in lieu of bereavement leave when they are entitled to that bereavement leave.
- (e) An Employee may be granted up to a month's leave of absence without pay upon the death of an immediate family member, subject to an approved leave from the Employer under Clause 25.01.

25.09 Education Leave

- (a) For the purpose of determining salary increments, an Employee who is granted leave of absence for educational purposes of which the Employer determines will be of benefit, subject to the conditions provided in Clause 27.01, shall be

deemed to remain in the continuous service of the Employer for the first eighteen (18) months of such period of leave.

- (b) During an Employee's educational leave, they may work as a Casual Employee with the Employer without adversely affecting their reinstatement to the position from which they are on leave.

25.10 Compassionate Care Leave

- (a) An Employee who has been employed at least ninety (90) days is entitled to unpaid compassionate care leave without pay for a period of up to 27 weeks for the purpose of providing care or support to a seriously ill family member.
- (b) Family member for the purpose of this clause means a person in a relationship to the Employee for whom the Employee would be eligible for the compassionate care benefit under Employment Insurance legislation.
- (c) Employees may be required to submit to the Employer satisfactory proof demonstrating the need for compassionate care leave.

25.11 An Employee who has been employed for at least ninety (90) days shall be entitled to the following:

- (a) Critical Illness of a Child Leave
Employees will be granted unpaid critical illness of child leave for up to thirty-six (36) weeks, for the purpose of providing care or support to their child in accordance with the Employment Standards legislation.
- (b) Death Or Disappearance of a Child Leave
Employees will be granted unpaid death or disappearance of child leave for up to fifty-two (52) weeks for Employees whose child has disappeared due to a crime and up to one hundred and four (104) weeks for Employees whose child died due to a crime, in accordance with the Employment Standards legislation.
- (c) Citizenship Ceremony Leave
Employees will be granted unpaid citizenship ceremony leave in accordance with the Employment Standards legislation.
- (d) Personal And Family Responsibility Leave
Employees will be granted up to five (5) days of unpaid personal and family responsibility leave in a calendar year, in accordance with the Employment Standards legislation.
- (e) Domestic Violence Leave
Employees will be granted unpaid domestic violence leave of up to ten (10) days in a calendar year in accordance with the Employment Standards legislation.

ARTICLE 26 – LAYOFF AND RECALL

26.01 It is the exclusive right of the Employer to establish, and vary from time-to-time, the job classifications and the number of Employees, if any, to be employed in any classification, or in any work place.

26.02 For the purposes of this Article:

- (a) "layoff" shall mean a Regular Employee who is either on Partial layoff or on Full layoff.
- (b) "Partial layoff" shall mean a Regular Employee who has, due to the application of this Article suffered a reduction in regularly scheduled hours in their current classification.
- (c) "Full layoff" shall mean a Regular Employee who does not hold a regular position due to the application of this Article.

26.03 Meeting with the Union

The Employer and the Union recognize the value of meeting prior to a layoff process occurring. The purpose of this meeting is to discuss the process of how the reduction will take place, review the current seniority list, and discuss other relevant factors the parties agree upon.

26.04 Notice of Reduction

- (a) When, in the opinion of the Employer, it becomes necessary to:
 - (i) reduce the number of Regular Employees; or
 - (ii) reduce a Regular Employee's regularly scheduled hours of work; or
 - (iii) wholly or partly discontinue an undertaking, activity or service.

the Employer will notify affected Employee(s) at least fourteen (14) calendar days prior to the date of reduction, except that the fourteen (14) calendar days' notice shall not apply where reduction results from an act of God, fire, flood etc.

- (b) Where the reduction results from emergency conditions or circumstances such as a fire or flood, the fourteen (14) days' notice is not required but up to two (2) weeks' pay in lieu thereof based on regularly scheduled hours worked during this period shall be paid to affected Employees.

26.05 Consultation Process

- (a) At the time of providing written notice of reduction to affected Employee(s) the Employer shall:

- (i) provide an affected Employee with the seniority lists set out in Clause 9.04(a); and
- (ii) schedule a consultation meeting between the affected Employee, the Employer and the Union, at which time the Employer shall advise the Employee of their retention options according to this Article, provided the Employee has the requisite job-related skills, training, knowledge and other relevant attributes to perform the work required in the retention options.
- (iii) affected Employees shall be provided with the following retention options
 - (A) select a vacant position/line in the same classification with the same FTE;
 - (B) select a vacant position/line in the same classification with a lower FTE;
 - (C) displace a less senior Employee in the same classification with the same or lower FTE; or
 - (D) accept layoff and be placed on recall.

(b) The consultation meeting will not be unreasonably delayed as a result of the unavailability of a Union Representative.

26.05 An Employee who has been presented with retention options under Clause 26.05(a) shall have seventy-two (72) hours from the date of the consultation meeting to advise the Employer of their decision under Clause 26.05 (a) (iii).

26.06 Where an Employee is placed in a vacancy or displaces into an occupied position pursuant to Clause 26.05, the Employer shall provide a paid orientation period to that Employee, the nature and length of which shall be determined by the Employer.

26.07 When an Employee is on approved leave of absence, or Workers' Compensation benefits, or long-term disability insurance benefits, the notice of reduction and consultation meeting shall be served at the time the process is initiated if the Employee is able to participate in the process. In situations where an Employee is not able to participate notice will be served when the Employee has provided notice of readiness to return to work.

26.08 An Employee who is displaced as a result of another Employee exercising their rights under this Article shall be entitled to exercise their rights in accordance with Clauses 26.05.

26.10 Layoff

An Employee who elects to:

- (a) Exercise their rights under Clause 26.05(a)(iii) (B) or (C) and is placed into a lower FTE in the same classification shall be considered to be on partial layoff, with recall rights.

- (b) not exercise their rights under Clause 26.05(a)(iii) (D), shall be considered to be on full layoff, with recall rights.
- 26.11 Other than for the continuation of the seniority held at the time of full layoff, discipline, grievance and arbitration rights, and rights and benefits arising under this Article, an Employee's rights while on full layoff shall be limited to the right of recall under this Article.
- 26.12 Employee Benefit Coverage During Layoff
- Employees on full layoff, such that the Regular Employee does not hold a regular or temporary position, are not eligible to continue participation in the Benefit Plan.
- 26.13 Recall
- (a) Employees on Layoff are responsible for informing the Employer of any changes to their preferred method of recall (telephone, text message, or mailing address) which may be used to contact them for recall.
- (b) Where an Employer determines that a regular or temporary vacancy exists, such vacancy shall be posted and filled in accordance with Article 11: Job Opportunities. Application for such postings shall be open to all Employees, including those Employees on layoff.
- (c) Where there are no applicants, or no suitable applicants, for a posted vacancy, the most senior Regular Employee on layoff shall be recalled to the position. Such recall shall be contingent on the Employee having the requisite job-related skills, training, knowledge and other relevant attributes to perform the work involved.
- (d) The method of recall shall be by the Employee's designated preferred method of recall, and if contact with the Employee on layoff is not accomplished, by registered letter or courier sent to the Employee's last known place of residence or by personal delivery of same. When dispatched by registered letter, the letter shall be deemed delivered four (4) calendar days from the date of mailing. When dispatched by courier, the letter shall be deemed delivered the date it was sent by courier. The Employee so notified will report for work as directed but in any event shall notify the Employer of their intent no later than four (4) days following the delivery date.
- 26.14 (a) Employment shall be deemed terminated when an Employee does not return from layoff when notified to do so, or on the expiry of twelve (12) months from the date of layoff, whichever first occurs.
- (b) An Employee's right to recall under Clause 26.13 will expire if the Employee refuses recall to a position with the same classification and FTE or the expiry of twelve (12) months from the date of layoff, whichever first occurs.
- 26.15 Casual Shifts

- (a) Employees on layoff shall indicate in writing on a monthly 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) Regular Part-time Employees and Casual Employees who have indicated their willingness to work additional shifts pursuant to Article 12 (Hours of Work).
- (c) Employees on layoff who refuse casual shifts may do so without adversely impacting their recall rights.

ARTICLE 27 – DISCIPLINE AND DISMISSAL

- 27.01 Except for the termination of a Probationary Employee, there shall be no discipline without just cause.
- 27.02 Unsatisfactory conduct and/or performance by an Employee may be grounds for discipline up to and including immediate dismissal. Copies of all disciplinary notices shall be forwarded to the Union within twenty-four (24) hours of being presented.
- 27.03 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 verbal or written warning to an Employee. A copy of the warning shall be provided to the Employee and placed on the Employee's personnel file.
- 27.04 The Employer shall schedule a disciplinary discussion with the Employee by giving advance notice, which shall not be less than twenty-four (24) hours excluding weekends. An Employee shall have the right to Union representation of their choosing during a disciplinary meeting with the Employer. Such meeting will not be delayed due to the unavailability of a Union representative of their choice.
- 27.05 When the Employer schedules an investigation meeting with an Employee and the investigation is under the discretionary control of the Employer, they shall provide reasonable advance notice. Employees shall be entitled to have a Union Representative present at the interview.
- 27.06 An Employee required by the Employer to attend an investigation meeting or a disciplinary discussion shall be paid at the applicable rate of pay for time spent in that meeting.

- 27.07 By an appointment made at least five (5) days in advance, an Employee shall have access to their personnel records once per year or when the Employee has filed a grievance. The Employee may request a representative of the Union be present at such time.
- 27.08 An Employee who has been subject to disciplinary action may after two (2) years of continuous service (exclusive of leaves of absence greater than thirty (30) days), from the date the disciplinary measure was invoked, request in writing that their personnel file be cleared of any record of the disciplinary action. Such request shall be granted provided the Employee's file does not contain any further record of disciplinary action during the two (2) year period of which the Employee is aware. The Employer shall confirm in writing to the Employee that such action has been effected.
- 27.09 In the event that an Employee is reported to their licensing body by the Employer, the Employee shall be so advised, and unless otherwise requested a written copy shall be forwarded to the Union.
- 27.10 An Employee absent for three (3) consecutive workdays without notifying the Employer shall be considered to have terminated their services with the Employer unless the Employee provides reasons acceptable to the Employer.
- 27.11 For the purposes of this Article, periods of time referred to in days shall be deemed to mean consecutive calendar days exclusive of Saturdays, Sundays and Named Holidays, which are specified in Article 20.

ARTICLE 28 – GRIEVANCES

- 28.01 Grievance Definitions
A grievance shall be defined as any difference arising out of an interpretation, application, administration or alleged violation of the Collective Agreement. A grievance shall be categorized as follows:
- (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 Clause 28.05 except in cases of suspension or dismissal which will commence at Step 2; or
 - (b) a group grievance is a dispute affecting two (2) or more Employees. Such grievance shall be initiated at Step 2 and processed there from in the same manner as an individual grievance as outlined in Clause 28.05. A group grievance shall list all Employees affected by the grievance and the results of such 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 or reasonably should have become 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 response or failure to reply, the Employer may advance the grievance to arbitration.

Notwithstanding section 28.01(a), (b) and (c) and Clause 28.05 the Parties may mutually agree to advance the grievance to a subsequent step in the grievance process. In the event any management officers as named in the grievance steps are one and the same, the subsequent steps will be deemed to have been complied with.

28.02 Authorized Representatives

- (a) An Employee may be assisted and represented by a Union Representative when presenting a grievance.
- (b) The Employer agrees that the Union Representative shall not be hindered, coerced or interfered with in any way in the performance of their functions while investigating disputes and presenting adjustments as provided in this agreement. However, no representative shall leave their work without obtaining consent from their supervisor, which shall not be unreasonably withheld. The Union Representative shall not suffer any loss of pay for time spent in the performance of their duties involving a grievance provided that the representative does not leave the Employer's premises.

28.03 Time Limits

For the purposes of this agreement, periods of time referred to in days shall be deemed such periods of time calculated on consecutive calendar days exclusive of Saturdays, Sundays and named holidays.

28.04 Mandatory Conditions

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

28.05 Steps in the Grievance Procedure

Step 1

If a dispute arises between the Employer and an Employee regarding the interpretation, application or alleged violation of this Collective Agreement, the Employee may discuss the matter with their immediate supervisor or designate, who is not within the scope of this Collective Agreement with a view to resolving it within ten (10) days of the occurrence of the act causing the grievance or within ten (10) days of the time when the Employee first became aware, or reasonably should have become aware of the occurrence of the act causing the grievance. If the dispute is not resolved satisfactorily, it may then be advanced to Step 2.

Step 2

A grievance shall be submitted, in writing, to the Community Manager or designate indicating the Article claimed to have been violated, the nature of the grievance, and the redress sought within ten (10) days of the occurrence of the act causing the grievance or within ten (10) days of the time when the Employee first became aware, or reasonably should have become aware of the occurrence of the act causing the grievance. The Community Manager or designate shall meet with the grievor and Union Steward or Union Representative within ten (10) days of receiving the grievance and shall render a written decision within ten (10) days of the grievance meeting, with a copy to the Union.

Step 3

If the grievance is not resolved under Step 2, the Union may, within ten (10) days of the receipt of the written decision of the Community Manager or designate, submit the grievance in writing to the Chief Operating Officer or designate, specifying the nature of the grievance/ s and the redress sought. The Chief Operating Officer or designate shall meet, including by way of teleconference, with the grievor, the Union Steward, a Union Representative, and other management representatives the Chief Operating Officer deems appropriate. Chief Operating Officer or designate shall render a decision in writing to the Union within ten (10) days of the meeting.

28.06 Optional non- binding Mediation

A grievance not resolved at Step 3 may be referred to non-binding mediation if both the Union and the Employer agree to do so. A grievance not resolved at mediation may be referred to arbitration by one party giving written notice to the other within ten (10) days of the mediation being concluded.

The purpose of the mediator's involvement in the grievance process is to assist the Parties in reaching a resolution of the dispute, and anything said, proposed, generated or prepared for the purpose of trying to achieve a settlement is to be considered privileged and will not be used for any other purpose.

Each of the Parties to this agreement shall bear the expenses of the mediator equally.

28.07 Arbitration

- (a) Either Party wishing to submit a grievance to arbitration shall, within ten (10) days of the receipt of the decision at Step 3 of the grievance procedure or within ten (10) days of mediation concluding, notify the other Party in writing of its intention to do so and name its appointee to the arbitration board, or state its desire to meet to consider the appointment of the single arbitrator.
- (b) Within seven (7) days after receipt of notification provided for in Clause 28.07(a) above, the Party receiving such notice shall:
 - (i) inform the other Party of the name of its appointee to an arbitration board; or
 - (ii) arrange to meet with the other Party in an effort to select a single arbitrator. Where agreement cannot be reached on the principle, and/or selection of a single arbitrator, an arbitration board shall be established.
- (c) Where appointees to a board have been named by the Parties, they shall within seven (7) days endeavour to select a mutually acceptable chairperson for the arbitration board. If they are unable to agree upon the choice of a chairperson, application shall be made to the Director of Mediation Services to appoint an arbitrator pursuant to the provisions of the *Code*.
- (d) After a single arbitrator has been selected, or the arbitration board has been formed in accordance with the above procedure, it shall meet with the Parties and hear such evidence as the Parties may desire to present, assure a full fair hearing, and shall render the decision, in writing to the Parties after the completion of the hearing.
- (e) In the case of an Arbitration Board, the chairperson shall have the authority to render the decision with the concurrence of either of the other members, and a decision thus rendered or the decision of the single arbitrator shall be final and binding on the Parties.
- (f) The arbitration decision shall be made pursuant to the *Code*.
- (g) Each of the Parties to this agreement shall bear the expenses of its appointee to an arbitration board. The fees and expenses of the chairperson or single arbitrator shall be borne equally by the two (2) Parties to the dispute.
- (h) Any of the time limits herein contained in arbitration proceedings may be extended if mutually agreed to in writing by the Parties.

ARTICLE 29 – TEMPORARY EMPLOYEES AND CASUAL EMPLOYEES

Temporary Employees

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

- (a) Article 22 (Sick Leave)
- (b) Article 23 (Health Care Benefits)

- (c) Article 26 (Layoff and Recall)
 - (d) Article 35 (Registered Retirement Savings Plan)
- 29.02
- (a) A Temporary Employee shall not have the right to grieve the termination of their employment when no longer required in that position or on completion of the expected term of the position.
 - (b) The Employer shall provide at least seven (7) calendar days written notice of termination of their temporary position.
 - (c) A Regular Employee occupying a temporary position shall retain their seniority and shall not have the right to grieve placement pursuant to the Layoff and Recall (Article 26) of this Collective Agreement when no longer required in that capacity.

Casual Employees

29.03 The provisions of this Collective Agreement shall apply to Casual Employees as provided in Articles 1, 2, 3, 4, 5, 6, 7, 8, 10, 11, 14, 15, 16, 17, 18, 19, 20.09, 21.06, 24.01 (a), 24.06, 27, 28, 30, 31, 32, 33, 34, and Salary Schedule.

29.04 Article 12 shall apply with the following amendment: Amend 12.01 to read:

12.01 Regular Hours of Work, exclusive of meal periods shall be:

- (a) up to seven point seven five (7.75) or eight (8) consecutive hours per day; and
- (b) less than seventy-seven point five (77.5) or eighty (80) hours in a bi-weekly pay period averaged over a four month period.

For Casual Employees who work on a Call-in basis and are not regularly schedule, amend Clause 12.05 to read:

12.05 Casual Employees shall not work more than six (6) consecutive shifts

12.07 shall not apply to Casual Employees

12.09 and 12.10 shall not apply to Casual Employees who work on a call-in basis and are not regularly scheduled.

29.05 Article 13 Overtime

Clause 13.03 and 13.04 shall not apply to Casual Employees

ARTICLE 30 – RESIGNATION AND TERMINATION

30.01 An Employee shall give the Employer at least fourteen (14) calendar days notice of termination of employment.

30.02 Vacation Pay on Termination

An Employee who resigns shall receive wages and vacation pay to which the Employee is entitled, at the Employee's regular earnings to the date of termination.

30.03 An Employee shall return any company property distributed for the purpose of doing their assigned work.

ARTICLE 31 – HEALTH AND SAFETY

31.01 The Health and Safety Committee shall be composed of an equal number of representatives of the Employer and of the Union. This committee shall schedule meetings in accordance with its terms of reference. Should there be an issue requiring immediate attention of the Committee, the Chairperson or Vice Chairperson shall call a special meeting of this committee. An Employee shall be paid their Basic Rate of Pay for attendance at these committee meetings.

31.02 The Health and Safety Committee shall consider such matters as occupational health and safety and may make recommendations to the Employer in that regard. The Committee will function in accordance with the regulations published pursuant to the *Occupational Health and Safety Act* or such other procedural rules as may be mutually agreed.

31.03 The Health and Safety Committee shall also consider measures necessary to ensure the security of each Employee on the Employer's premises and may make recommendations to the Employer in that regard. Should the recommendations not be implemented or adequate steps taken towards implementation within forty-five (45) calendar days from the date the recommendation is made the OH&S Committee may direct the item be referred to the Alberta Regional Manager. The Alberta Regional Manager will provide a written reply within fourteen (14) calendar days of receipt recommendation.

31.04 Except for the immunization required as a condition for offer of employment, where the Employer requires the Employee to receive specific immunization and titre, as a result of or related to the Employee's work, it shall be provided at no cost.

ARTICLE 32 – BULLETIN BOARD SPACE

32.01 The Employer shall provide a designated bulletin board to be placed in a reasonably accessible location upon which designated space shall be provided where the Union may be permitted to post notices of meetings and other such notices, which may be of interest to Employees. It is not the intention of the Union to post anything objectionable to the Employer.

ARTICLE 33 – COPIES OF THE COLLECTIVE AGREEMENT

- 33.01 Within ninety (90) calendar days of the signing of this Collective Agreement, the Employer shall make a copy available to each Employee.
- 33.02 The Union shall provide a copy of the Collective Agreement to each new Employee upon appointment or at the Employee orientation.
- 33.03 Selection of the printers and printing of the Collective Agreement shall be the joint responsibility of the Employer and the Alberta Union of Provincial Employees. Costs shall be shared equally between the Employer and the AUPE.
- 33.04 The final version of the Collective Agreement shall be in electronic form and both the Employer and the Union shall be provided with a copy of the final version of the Collective Agreement.

ARTICLE 34 – UNIFORMS

- 34.01 The Employer shall supply shirts, hair covering and aprons for employees who are required to wear same. The Employer shall replace shirts, hair covering and aprons as required due to wear and tear.
- 34.02 All protective clothing and safety equipment required by Employer in accordance with the *Occupational Health and Safety Act* shall be supplied by the Employer.
- 34.03 Employees may furnish, supply and maintain their own everyday work apparel. When Employees wear clothing of their own choosing, the clothing must comply with the Employer's Dress Code including safety and infection prevention and control requirements as required by the *Occupational Health and Safety Act*.
- 34.04 Employees must wear identification cards and or name tags at all times in the workplace.

ARTICLE 35 – REGISTERED RETIREMENT SAVINGS PLAN

- 35.01 All Regular Full-Time and Regular Part-Time Employees, on the first of the month following completion of the probation period, shall have the option of enrolling in a payroll deducted self-directed Registered Retirement Savings Plan (RRSP).
- 35.02 Contributions
- (a) Employee Contributions - Each member who opts to contribute via payroll deduction to an RRSP will be required to make bi-weekly contributions of at least one percent (1%) and up to three percent (3%) of gross earnings. Employees may change the percentage of their contribution once per calendar year.

- (b) Employer Contributions - The Employer shall match Employee contributions as follows:
 - (i) contribute one percent (1%) of gross earning.
 - (ii) the start of the first period after the date of ratification, up to two percent (2%) of gross earnings for an Employee who has worked eight thousand and sixty (8060) regular hours worked as of the start of the calendar year.

ARTICLE 36 – LOCKERS

- 36.01 The Employer will make available lockers during each Employee’s shift a locker to store and secure personal belongings. The Employee will provide a personal lock to secure the locker during the Employee’s shift.

ARTICLE 37 – EMPLOYEE-MANAGEMENT ADVISORY COMMITTEE

- 37.01 An Employee-Management Advisory Committee (EMAC) shall be established. The EMAC shall meet at least every three (3) months. The EMAC shall consist of two (2) members appointed by the Union and two (2) members appointed by the Employer.
- 37.02 Employees shall be paid at their Basic Rate of Pay for attendance at EMAC meetings.
- 37.03 The desired functions of the EMAC are to examine and make recommendations regarding the concerns of Employees relative to resident care and other matters related to employment, not covered within the Collective Agreement. This may include issues relative to resident care including professional responsibility, staffing, and workload.

APPENDIX A – SALARY SCHEDULES

October 1, 2021 1.00%

Classification	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7
Licensed Practical Nurse	\$26.27	\$27.48	\$28.69	\$29.90	\$31.10	\$32.32	\$33.62
Health Care Aide	\$19.23	\$20.11	\$21.00	\$21.86	\$22.76	\$23.64	\$24.53
Recreation Aide (uncertified)	\$18.13	\$18.66	\$19.41	\$20.18	\$21.00		
Wellness/ Rec Program Coordinator	\$19.23	\$20.50	\$21.80	\$23.08	\$23.99		
Cook	\$20.22	\$21.33	\$22.46	\$23.36	\$24.29		
Dietary Aide	\$15.15	\$16.22	\$17.45	\$18.15	\$18.89		
Housekeeping Aide	\$16.09	\$17.33	\$18.56	\$19.31	\$20.09		
Receptionist/ Admin Assistant	\$20.59	\$21.43	\$22.70	\$23.84	\$24.80		

October 1, 2022 1.25%

Classification	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7
Licensed Practical Nurse	\$26.60	\$27.82	\$29.05	\$30.27	\$31.49	\$32.72	\$34.04
Health Care Aide	\$19.47	\$20.36	\$21.26	\$22.13	\$23.04	\$23.94	\$24.84
Recreation Aide (uncertified)	\$18.36	\$18.89	\$19.65	\$20.43	\$21.26		
Wellness/ Rec Program Coordinator	\$19.47	\$20.76	\$22.07	\$23.37	\$24.29		
Cook	\$20.47	\$21.60	\$22.74	\$23.65	\$24.59		
Dietary Aide	\$15.34	\$16.42	\$17.67	\$18.38	\$19.13		
Housekeeping Aide	\$16.29	\$17.55	\$18.79	\$19.55	\$20.34		
Receptionist/ Admin Assistant	\$20.85	\$21.70	\$22.98	\$24.14	\$25.11		

October 1, 2023 2.00%

Classification	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7
Licensed Practical Nurse	\$27.13	\$28.38	\$29.63	\$30.88	\$32.12	\$33.37	\$34.72
Health Care Aide	\$19.86	\$20.77	\$21.69	\$22.57	\$23.50	\$24.42	\$25.34
Recreation Aide (uncertified)	\$18.73	\$19.27	\$20.04	\$20.84	\$21.69		
Wellness/ Rec Program Coordinator	\$19.86	\$21.18	\$22.51	\$23.84	\$24.78		
Cook	\$20.88	\$22.03	\$23.19	\$24.12	\$25.08		
Dietary Aide	\$15.65	\$16.75	\$18.02	\$18.75	\$19.51		
Housekeeping Aide	\$16.62	\$17.90	\$19.17	\$19.94	\$20.75		
Receptionist/ Admin Assistant	\$21.27	\$22.13	\$23.44	\$24.62	\$25.61		

LETTER OF UNDERSTANDING #1
Between
GOLDEN LIFE MANAGEMENT CORPORATION
EVANSTON GRAND VILLAGE
and the
ALBERTA UNION OF PROVINCIAL EMPLOYEES

Re: WORKLOAD

An Employee shall have the right to file a written complaint regarding their workload. Workload complaints shall be filed directly to the manager, or designate, who shall meet with the Employee and a representative of the Union, if so desired by the Employee, to discuss and resolve the specifics of the complaint.

LETTER OF UNDERSTANDING #2
Between
GOLDEN LIFE MANAGEMENT CORPORATION
EVANSTON GRAND VILLAGE
and the
ALBERTA UNION OF PROVINCIAL EMPLOYEES

Re: SCHEDULING COMMITTEE

1. The Parties will establish a scheduling committee to:
 - a. identify employee preferences by classification with respect to potential changes to the master rotation;
 - b. identify the operational considerations to be considered when developing the master rotation;
 - c. generate potential alternate master rotations;
 - d. develop an implementation plan if the Parties agree on an alternate master rotation for one or more classifications.
2. The scheduling committee will consist of three (3) representatives selected by the Employer.
3. The scheduling committee will consist of four (4) representatives selected by AUPE that shall include:
 - a. the AUPE Member Services Officer;
 - b. two (2) members of the bargaining committee;
 - c. one (1) member from the general support staff classifications.
4. The committee shall meet when either party requests a meeting to review concerns and potential changes to the master rotation.
5. A dispute regarding the interpretation, application, administration or alleged violation of this letter of understanding is subject to the grievance procedure up to and including step 3.

LETTER OF UNDERSTANDING #3
Between
GOLDEN LIFE MANAGEMENT CORPORATION
EVANSTON GRAND VILLAGE
and the
ALBERTA UNION OF PROVINCIAL EMPLOYEES

Re: LINE SELECTION PROCESS

The parties agree to the following line selection process in the event the Employer decides to change the master rotation.

- Step 1 The Employer shall consult with the scheduling committee prior to the implementation of a revised master rotation.

- Step 2 The Employer shall provide the Union with revised master rotation and an updated seniority list.

- Step 3 Employees shall be informed of the changes in the master rotation and provided with an explanation of the line selection process, including the implementation date of the new master rotation. Copies of the revised master rotation shall be posted for each employee to review prior to the line selection date.

- Step 4 The Employer and the Union shall agree to the date(s) for Employees to select their line by seniority in the new master rotation, which shall be scheduled to in a timely manner to meet the implementation date of the new master rotation.

- Step 5 Employees shall select any line in the same classification by seniority, regardless of employee status or FTE.

Both management and union representatives shall be present at the meeting.

The Employees shall have the choice of coming into the workplace or providing a contact telephone number where they can be reached at their set time to select their line.

- Step 6 At the conclusion of the line selection process, the new schedule shall be active on the date determined by the Employer, not less than twelve (12) weeks after the new schedule is posted, unless otherwise agreed to by Employer and Union.

Employees with no available positions will receive at least fourteen (14) calendar days of notice of layoff. Any laid off regular employee shall retain all rights of recall for a period of twelve (12) months in accordance with Article 26. Any laid off regular employee shall be offered casual shifts for a period of twelve (12) months in accordance with Article 26.

It is further agreed that nothing prevents the Employer and Union from mutually agreeing in writing to another process not considered or listed in this Letter of Understanding.

LETTER OF UNDERSTANDING #4
Between
GOLDEN LIFE MANAGEMENT CORPORATION
EVANSTON GRAND VILLAGE
and the
ALBERTA UNION OF PROVINCIAL EMPLOYEES

**Re: LUMP SUM PAYMENT – RECOGNITION FOR SERVICES RENDERED DURING
THE COVID-19 RESPONSE**

1. Each Employee shall be issued a one-time premium payment of 1.0% of the Basic Rate of Pay for all hours actually worked between January 1, 2021 and December 31, 2021.
2. For the purposes of this one time lump sum payment "regular hours actually worked" includes:
 - (a) Leaves of absence for Union business;
 - (b) Other leaves of absence of one (1) month or less;
 - (c) Time on sick leave with pay;
 - (d) Absences while receiving Workers' Compensation;
 - (e) Educational leave up to twenty-four (24) months; and
 - (f) Maternity, Parental, Compassionate/Terminal Care, parents of Critically Ill Child and Death or Disappearance of Child Leaves.
3. In addition to Item 1 above, Employees employed with the Employer in the Recreation Aide (uncertified), Wellness / Rec Program Coordinator, Cook, Dietary Aide, Housekeeping Aide, and Receptionist / Admin Assistant classifications on the date of ratification, shall be issued a one-time premium payment as follows:
 - a. For Regular and Temporary Full-time Employees, a payment of \$1,400;
 - b. For Regular Part-time, Temporary Part-time, and Casual Employees, a payment of \$1,400, pro-rated to all regular hours actually worked and paid at the Basic Rate of Pay between April 1, 2021 and March 31, 2022, to a maximum of 1.0 FTE;

LETTER OF UNDERSTANDING #5
Between
GOLDEN LIFE MANAGEMENT CORPORATION
EVANSTON GRAND VILLAGE
and the
ALBERTA UNION OF PROVINCIAL EMPLOYEES

Re: ADDITIONAL WAGE STEP

Effective the date of ratification an eighth step shall be added to the Salary Schedule for the Licensed Practical Nurse and Health Care Aide classifications:



Classification	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8
Licensed Practical Nurse	\$27.13	\$28.38	\$29.63	\$30.88	\$32.12	\$33.37	\$34.72	\$36.13
Health Care Aide	\$19.86	\$20.77	\$21.69	\$22.57	\$23.50	\$24.42	\$25.34	\$26.03

Employees in the Licensed Practical Nurse and Health Care Aide classifications with at least fourteen thousand one hundred five (14,105) regular hours worked, as defined in Clause 14.03, shall move to Step 8 as of the Date of Ratification.

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

ON BEHALF OF ALBERTA UNION
OF PROVINCIAL EMPLOYEES

ON BEHALF OF GOLDEN LIFE
MANAGEMENT CORPORATION

CELESTE MULLIN

March 19, 2024
DATE

MARCH 18, 2024
DATE