



COLLECTIVE AGREEMENT

BETWEEN

1938281 ALBERTA LTD.
(SWAN EVERGREEN VILLAGE)

AND THE

ALBERTA UNION OF PROVINCIAL EMPLOYEES
LOCAL 048 CHAPTER 053

EFFECTIVE:
JANUARY 7, 2022 – DECEMBER 31, 2024

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COLLECTIVE AGREEMENT made this XXXX day of XXXXX

BETWEEN

1938281 Alberta Ltd. (Swan Evergreen Village)
(hereinafter referred to as the "Employer")

OF THE FIRST PART

AND

Alberta Union of Provincial Employees
(hereinafter referred to as the "Union")

OF THE SECOND PART

PREAMBLE

It is the intent and purpose of this Collective agreement which has been negotiated and entered into in good faith to:

- (a) Ensure the provision of the best possible service and care;
- (b) Protect the interest of residents and strive to enhance their lives while maintaining their right to respect and privacy;
- (c) establish wages and working conditions;
- (d) secure prompt disposition of grievances, and to eliminate interruption of work and interference with the efficient operation of the Employer's business;
- (e) Maintain harmonious relations between the Employer, Employees and the Union;
and
- (f) Recognize the mutual value of joint discussions and negotiations in all matters of mutual concern to the parties.

ARTICLE 1
TERM OF COLLECTIVE AGREEMENT

- 1.01 Except where otherwise stated in this Collective Agreement, this Collective Agreement including appendices attached to it shall be in force and effect from the date of ratification to December 31, 2024, and from year to year thereafter, unless amended by the mutual agreement of the parties. Notification of desire to amend the Collective Agreement may be given in writing by either party during the period between sixty (60) and one hundred twenty (120) days prior to its expiration date.
- 1.02 Where notice is served by either Party to commence collective bargaining, this Collective Agreement shall continue in full force and effect until a new Collective Agreement has been executed or until the declaration of a strike or lockout, whichever occurs first.
- 1.03 In the event that any law passed by the Government of Alberta, or Canada renders null and void any provisions of this Collective Agreement, the remaining provisions shall remain in effect for the term of the Collective Agreement.
- 1.04 Any written notice required hereunder to be given shall be deemed to have been sufficiently served if personally delivered, faxed or mailed in a prepaid registered envelope addressed or where communicated as scanned attachment in an electronic form:

In the case of the Employer, to:

Neil Prashad – President & CEO
Origin Group of Companies
Suite 310, 51 York Mills Road
Toronto, Ontario M2P 1B6

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 as described on the Labour Relations Board Certificate #C1989-2022.
- 2.02 "Chapter" shall mean the Local and Chapter of the Alberta Union of Provincial Employees as assigned by the Union.
- 2.03 "Chapter Chairperson" Component Officer of the Union elected by the Chapter membership.
- 2.04 "Continuous Service" shall mean the period of employment commencing on the last date of employment within the bargaining unit that is not interrupted by termination or dismissal (including all continuous service prior to certification).
- 2.05 "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 three (3) months or less for a specific job; or
 - (ii) relieves for absences the duration of which is three (3) 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 three (3) months but less than eighteen (18) 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 three (3) months; or
 - (iii) to replace a Full-Time or Part-Time Employee who is on leave due to illness or injury where the Employee has indicated that the duration of such leave will be in excess of three (3) months.

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

2.06 "Employer" shall mean #1938281 Alberta Ltd. operating Swan Evergreen Village.

- 2.07 Job Classifications
- (a) "Health Care Aide" shall mean an Employee who has successfully completed the Health Care Aide certificate from a recognized learning institution or its equivalent as determined by the Employer.
- (b) "Licensed Practical Nurse" shall mean an Employee who is registered as a Licensed Practical Nurse pursuant to the *Health Professions Act* of Alberta.
- 2.08 "Local" means a Local of AUPE.
- 2.09 "Regular Rate of Pay" shall mean the applicable step in the Employee's classification as set out in the Salaries Schedule, exclusive of any premium payments or allowances.
- 2.10 "Shift" shall mean a daily tour of duty exclusive of overtime hours.
- 2.11 "Vacation" shall mean annual vacation with pay.
- 2.12 "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.
- 2.13 "Union Representative" means a representative from the Union authorized by the Union to act on behalf of an Employee.
- 2.14 "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.
- 2.15 For the purpose of applying the terms of this Collective Agreement, time worked shall be deemed to have been worked on the day on which the majority of hours of the shift fall.

ARTICLE 3

UNION SECURITY AND REPRESENTATION

- 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 No Employee shall be required or permitted to make any written or verbal agreement, which may be in conflict with this Agreement.
- 3.03 Persons whose jobs are not in the bargaining unit shall not perform bargaining unit work, except for purposes of instruction, in an emergency, or due to unforeseen short-term circumstances, or in situations where persons outside of the bargaining unit have normally performed such work in the past, and provided that the act of performing the aforementioned work does not displace any bargaining

unit Employee or reduce the hours of work or pay of any Employee.

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

- 3.04 (a) For the purposes of this Collective Agreement, the Union shall be represented by its appointed officers. The Union shall provide the Employer with a current list of the officer's names. The Union shall provide the Employer with any changes to such list no later than thirty (30) calendar days of any changes.
- (b) The Employer shall grant Union Representatives access to its premises for Union business subject to the prior permission of the Employer. When requesting access, the Union Representative will inform the Employer of the purpose of their business.
- (c) Union membership meetings may be held on Employer premises (Theatre Room) subject to the approval of the Employer. Such requests shall be made fourteen (14) calendar days in advance unless a shorter timeline is arranged by mutual agreement of Parties.
- 3.05 The Employer shall advise new Employees of the fact that a Collective Agreement is in effect. Employees shall be given a Union orientation by the Chapter Chairperson or designate of not more than fifteen (15) minutes by the Union on the Employer's time.
- 3.06 Where a conflict exists between a provision contained in this Collective Agreement and the subject matter is covered by the Employer's policies, regulations, guidelines or directives, the Collective Agreement shall apply.
- 3.07 The Employer shall provide for the Union a bulletin board in a location accessible to all Employees upon which the Union shall post its notices. The Union shall not post notices which are objectionable to the Employer and the Employer shall not unreasonably object to Union notices. Content to be placed on the board shall be approved by the Employer prior to being posted. A response for a request to post a notice shall be provided by the Employer within twenty-four (24) hours of receipt of the request.
- 3.08 Union Stewards
- The Employer agrees to recognize Employees who are appointed as Union Stewards, and recognizes their authority to represent other Employees.
- 3.09 A current list of Union Stewards shall be supplied by the Union to the Human Resources Department and the Site Manager
- 3.10 Union Representatives Leave
- (a) When it is necessary for a Union member to make a request for a leave of absence to perform the duties of any office of the Union, the application for leave must be made in writing to the Employer for approval. The application for leave will be made in writing to the proper officer of the Employer with as much advance notice as possible. Where possible, two (2) weeks advance notice will be provided except that in extenuating circumstances the time factor may be waived or reduced.

- (b) The Employer shall not unreasonably withhold leave of absence for Employees 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) 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 the Employer to cover the cost of benefits plus a reasonable administrative fee.
- (d) 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 for up to a maximum of two (2) years. If it is permissible under the pension and group life plan and any other welfare plans, the Employee shall have the right to pay the full cost, including the Employer's share, during the period of such leave of absence.

ARTICLE 4
UNION MEMBERSHIP AND DUES DEDUCTION

- 4.01 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.
- 4.02 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.
- 4.03 All Employees shall be required to pay Union Dues as a condition of employment. The Employer shall, therefore, deduct from each pay period the amount of the Union Dues as set by the Union from time to time from the pay of all Employees.
- 4.04 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;
 - (c) classification;
 - (d) site(s);
 - (e) status;
 - (f) hourly rate of pay;
 - (g) the amount of deduction for each Employee;
 - (h) the Employee's gross pay;
 - (i) long-term absence status (where applicable); and
 - (j) phone number on file.
- 4.05 The dues structure of the Union shall be on a percentage basis and the Union shall give

not less than sixty (60) 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.

- 4.06 Where an accounting adjustment is necessary to correct an over or under payment of dues, it shall be effected in the succeeding month.
- 4.07 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 Management reserves all rights not specifically limited or restricted in this Collective Agreement.
- 5.02 Without limiting the generality of the foregoing, the Union acknowledges that it shall be the exclusive right of the Employer to operate and manage its business, including the right to:
- (a) To determine and establish standards and procedures for the care, welfare, safety, and comfort of the residents in the facility;
 - (b) maintain order, discipline, efficiency and to make, alter and enforce, rules and regulations to be observed by an Employee, which are not in conflict with any provision of this Collective Agreement;
 - (c) direct the working force and to create new classifications and work units and to determine the number of Employees, if any, needed in any work unit or classification and to determine whether or not a position, work unit, or classification will be continued or declared redundant;
 - (d) hire, promote, transfer, layoff and recall Employees;
 - (e) demote, discipline, suspend or discharge for just cause.
- 5.03 The Employer shall exercise its rights in the manner which is fair and consistent with the terms of this Collective Agreement.

ARTICLE 6 **RESPECTFUL WORKPLACE**

- 6.01 The Employer, Union and Employees are committed to supporting an abuse and harassment free work environment that promotes a culture of trust, dignity and respect.
- 6.02 The Employer, Employee and the Union agree to abide by the *Alberta Human Rights Act*. There shall be no discrimination, restriction or coercion exercised or practiced in respect of any Employee by either Party by reason of age, race, colour, place of origin, ancestry, political or religious belief, gender, gender expression, gender identity, sexual orientation, family status, source of income, physical or

mental disability nor by reason of membership or non-membership or activity in the Union nor in respect of an Employee's or Employer's exercising any right conferred under this Collective Agreement or any law of Canada or Alberta.

6.03

- (a) Harassment is a repeated pattern of behaviours intended to or reasonably likely to intimidate, offend, degrade or humiliate a particular person or group.
- (b) Workplace Harassment is inappropriate, unwelcome or coercive behaviour in the workplace based on one (1) or more of the grounds which occurs by one (1) individual towards another, where the behaviour is known, or reasonably ought to be known, to be unwanted or unwelcome. Harassment may be a single or series of incidents and may take verbal, written, graphic, or physical forms (inclusive of cyber contact).

- 6.04 It is the responsibility of the Employees to prevent and report all acts of alleged harassment or discrimination to the Employer. When reporting the and alleged incident the members will submit it in writing using the prescribed *Staff Harassment Form*.
- 6.05 The Employer shall maintain current policies to ensure the workplace is free from harassment, abuse, and discrimination. Should the Employer need to make significant changes, or modify the policy, the Occupational Health & Safety Committee will be notified, and a meeting will be held forthwith.
- Harassment includes but is not limited to bullying, sexual harassment, and workplace violence.
- 6.06 When an incident of workplace harassment or discrimination is alleged, it shall be investigated in accordance with the Employer Harassment policy in an objective, timely and sensitive manner. Investigations will be concluded within fifteen (15) days from the date of the complaint unless documented circumstances warrant an extension.
- 6.07 The General Manager, in consultation with the Human Resource representative, shall ensure that the complainant and respondent are informed in writing of the outcome of the harassment or discrimination investigation.
- 6.08 The Employer will not tolerate any form of retaliation against an Employee who, in good faith, makes a complaint of harassment or discrimination. Frivolous complaints or false allegations may be dealt with according to the Harassment Policy.
- 6.09 Nothing in this Article prevents an Employee from filing a grievance.

ARTICLE 7

IN-SERVICE PROGRAMS, PROFESSIONAL DEVELOPMENT

- 7.01 (a) The Parties to this Collective Agreement recognize the value of continuing in-service education for Employees and that the responsibility for such continuing education lies, not only with the individual, but also with the Employer. For the purpose of this Article, the term "in-service" includes: orientation, acquisition and maintenance of essential skills, and other programs which may be offered by the Employer.
- (b) The Employer reserves the right to identify specific in-service sessions as being compulsory for Employee groups and those required to complete such sessions shall be paid at the applicable rate of pay or provide time off in lieu. The following in-service programs shall be compulsory for identified Employee groups and shall be provided to Employees on an annual basis:
- (i) CPR (when established by the Employer as a mandatory qualification);

- (ii) fire, evacuation and disaster procedures;
- (iii) proper lifting and prevention of back injuries (HCA's, Housekeeping and LPN's only);
- (iv) an annual in-service on the prevention and management of staff abuse, harassment and/or aggressive behaviour.

- (c) An Employee who is required by the Employer to attend education programs, shall be entitled to required course materials and registration fees. When required the Employer shall pay for transportation and subsistence in accordance with the Swan Evergreen Swan Village Travel Policy.
- (d) The Employer shall make available education programs, as deemed appropriate by the Employer for the purpose of maintaining proficiency, including medication administration training for Health Care Aides.

7.02 The Employer may make available other in-service education programs as deemed appropriate for the purpose of maintaining proficiency, including topics on prevention of resident abuse, *Protection for Persons in Care* legislation and regulations, privacy and client confidentiality.

7.03 Professional Development Days

All Regular Employees required by the Employer to be registered as a Licensed Practical Nurse or a Health Care Aide, upon request, shall be granted a maximum of two (2) professional development days annually for professional development related to nursing skills required for the care of residents in supportive living, palliative care, and the memory care unit, at the Regular Rate of Pay. Such Employee shall be advised, prior to taking any professional development days of any transportation, registration fees, subsistence and other expenses that will be paid by the Employer.

Professional development leave entitlement not taken in a calendar year shall be forfeited and will not be paid out.

ARTICLE 8
PROBATIONARY PERIOD / ORIENTATION

8.01 An Employee shall serve a single probationary period of four hundred and fifty (450) hours, exclusive of training, for each period of continuous employment not interrupted by termination or dismissal. However, the Probationary Period will be no longer than six (6) months unless mutually agreed to as per clause 8.02.

8.02 The probationary period may be extended for a period up to an additional two hundred and twenty-five (225) hours, by consent of the Union.

8.03 The employee's performance will be documented in writing, reviewed and discussed between the Supervisor and the employee, at least once during the probationary period. The final performance review will take place during the last fifteen (15) days of the probationary period.

8.04 During the probationary period, the Employer may only terminate an employee only after fair and appropriate consideration.

8.05 The Employer shall provide a reason for the termination to the Employee, and the

Employee shall have recourse to the grievance procedure set out in this Collective Agreement with respect to termination except the matter will not be the subject of an Arbitration.

8.06 Orientation

The Employer shall provide a paid orientation of up to three (3) complete shifts for new Employees on each unit or floor. Additional orientation requested by an Employee will not be unreasonably denied.

8.07 The Employee's first (1st) four (4) shifts of resident care shall be under the guidance of an employee with at least one (1) year of experience at the worksite.

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 continuous service prior to certification), and 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) assignment of available shift schedules in the facility, subject to the provisions of Articles 12 Hours of Work and 24 Leaves of Absence;

(b) preference of vacation time in Article 19 - Vacation by work area(s);

(c) layoffs and recalls, subject to the provisions specified in Article 26 Layoff and Recall; and

(d) transfers and in filling vacancies within the bargaining unit subject to the provisions specified in Article 11 - Appointments and Transfers.

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 26.16.

9.04 (a) The Employer will maintain a bargaining unit-wide seniority list;

- (b) Seniority lists shall be listed in order of seniority in descending order by classification and will be updated and posted on the Union bulletin board and in the Union information binders not less frequently than every six (6) months following the first (1st) of the month following the date of ratification, and will include an Employee's name, classification, full-time equivalent (FTE), seniority date, and date of hire.
- 9.05 A copy of the seniority lists will be provided to the Union and Chapter Chairperson following posting. The Union will have three (3) months in which to take issue with the seniority lists, otherwise, the seniority lists will be deemed to be correct.
- 9.06 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.
- 9.07 Where more than one Employees' seniority dates are the same, the Union and the Employer will each designate a representative to mutually agree on a neutral third party to draw the names of the affected Employees from a hat. The order in which the names are pulled from the hat will determine the seniority order of the members from the most senior to least senior. The designated representatives will observe the selection process.

ARTICLE 10
PERFORMANCE APPRAISALS

- 10.01 The Parties recognize the desirability of a performance appraisal system designed to effectively use and develop the human resources of the Employer. The purpose of the performance appraisal is to provide a constructive review of the Employee's performance.
- 10.02 (a) Employees shall receive a written performance appraisal annually in accordance with the policy of the Employer.
(b) Meetings for the purpose of the performance appraisal interview shall be scheduled by the Employer with reasonable advance notice. At the interview, the Employee shall be given a copy of their performance appraisal document. The Employee shall sign their performance appraisal for the sole purpose of indicating that the Employee is aware of the performance appraisal and shall have the right to respond in writing within ten (10) days of the appraisal 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 Human Resources 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.

10.04 An Employee's performance appraisal 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
APPOINTMENT AND TRANSFERS

11.01 The Employer shall post at the sites, notices of vacant positions within the bargaining unit not less than seven (7) calendar days in advance of making an appointment. A copy of all postings shall be forwarded to the Union and Chapter Chairperson via email. For purposes of this clause, electronic posting of vacancies will satisfy the posting requirement, where the Employer has made arrangements for on-line access to postings. The posting shall contain the following information:

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

11.02 Applications for vacancies or transfers shall be made in writing to such officer as the Employer may designate.

11.03 When circumstances require the Employer to hire a new Employee to fill a vacancy pending completion of the transactions contemplated in Article 11, the appointment shall be made on a casual basis only.

11.04 When making transfers and filling vacancies within the bargaining unit, the appointment shall be made on the basis of seniority by regular employees who have submitted an application in accordance with Clause 11.02.

Order of consideration will be as follows:

- (a) Applicants from the bargaining unit at Swan Evergreen; and
- (b) External applicants.

11.05 The Employer shall, within five (5) working days of making an appointment to fill the transfer or vacancy, post the name of the successful candidate with the posting number on the bulletin board provided for that purpose. The notice shall remain posted for ten (10) calendar days. The Employer shall provide the Employee with a letter confirming,

in writing, the transfer or selection into the vacancy.

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

11.07 If the successful candidate filling a vacancy is an internal candidate, the transferred Employee may be required to serve a trial period of three (3) months, in which to demonstrate the ability to fill the new position satisfactorily. The trial period may be extended by the number of working hours absent for any reason during the trial period. During the trial period, the Employee may either:

(a) return to the Employee's former position, at the Employee's request; or

(b) be returned to the Employee's former position.

In circumstances where reinstatement is not possible, the Employer shall assign the Employee to a similar position consistent with their abilities and/or qualifications, which position may not be the specific position or in the specific area occupied prior to the transfer. The rate of pay for such position shall be at a rate of pay equivalent to that of their former position.

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

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

ARTICLE 12 HOURS OF WORK

12.01 Regular hours of work for Full-time Employees, exclusive of meal periods shall be:

(a) In the case of LPNs, up to seven five (7.75) hours per day. A full-time position (1.00 FTE) shall be thirty-eight point seven-five (38.75) per week averaged over length of their rotation.

(b) In the case of Administrative Assistant Cooks, Companions, Concierge, Dishwashers, Food Servers, Health Care Aides, Housekeepers, Kitchen Helpers, Laundry workers, Life Enrichment Aides, Salon Stylist, Sous Chefs Laundry workers up to seven point five (7.50) hours per day. A full-time position (1.00 FTE) shall be thirty-seven point five (37.5) hours per week averaged over length of their rotation.

- 12.02 Regular hours of work shall be deemed to:
- (a) include, as scheduled by the Employer, either
 - (i) one (1) rest periods of fifteen (15) minutes during each half shift of three point seven five (3.75) or three point eight seven (3.87) hours as applicable, or
 - (ii) one (1) rest period of thirty (30) minutes during each full working shift of seven point five (7.5) or eight (8) hours, as applicable, if this is more compatible with scheduling of work assignments, the alternative to be applied shall be at the discretion of the Employer.
 - (b) include, a meal period of thirty (30) minutes to be scheduled by the Employer during each working day for the LPN's on which the Employee works in excess of five (5) hours.
 - (c) exclude, a meal period of thirty (30) minutes to be scheduled by the Employer during each working day on which the Employee works in excess of five (5) hours.
- 12.03 This Article shall not preclude the implementation of modified daily or bi-weekly hours of work by agreement between the Union, Employee and Employer.
- 12.04 Rest Periods
- All Employees shall be permitted one (1) paid fifteen (15) minute rest period during each period of three point seven five (3.75) hours of work.
- 12.05 Meal periods
- All Employees shall be permitted one thirty (30) minute unpaid meal period during all shifts greater than five (5) hours.
- (a) The unpaid meal break shall be granted to all Employees at approximately the midpoint of each shift, where practical.
 - (b) If an Employee is required to work or is recalled to duty during their meal break, compensating time off for the full meal break shall be provided later in the shift, or they shall be paid at one point five times (1.5X) the Regular Rate of Pay for the full meal break.
 - (c) If the Employer requires an Employee to be readily available for duty during their meal break which includes being directed to carry the emergency portable phone, the Employee shall be so designated in advance and be paid for that meal break at the Employee's Regular Rate of Pay.
- 12.06 (a) Except in cases of emergency or by mutual agreement between a Regular Employee and the Employer, shift schedules shall provide for:
- (i) at least fifteen and one-half (15 1/2) hours off duty between shifts;
 - (ii) at least two (2) consecutive days off;

- (iii) at least one (1) weekend off in a four (4) week period;
- (iv) not more than five (5) consecutive scheduled days of work.
- (b) Additional optional scheduling systems may be mutually agreed to in writing between the Employer and the Union.
- (c) The Employer, in scheduling shifts, may take into consideration an Employee's request for certain shift schedules.
- (d) The shift patterns which may be available are:
 - (i) days;
 - (ii) evening;
 - (iii) nights.
- (e) An Employee will not be required to work split shifts except by mutual agreement between the Employee and the Employer.

12.07 Posting of Shift Schedules

The shift schedules will be posted on the notice board, at least four (4) weeks prior to the effective date of the schedule. When a change is made in the shift schedule by the Employer, the Employee shall be informed and when the change is made with less than fourteen (14) calendar days' notice the Employee shall be paid at time and one half (1.5X) their rate of pay for the first shift of the changed shift schedule. In the event of an act of God or emergency such as fire, flood or other circumstances beyond the control of the Employer, the notice period will not apply.

12.08 Shift Exchanges

- (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 Employee's immediate supervisor.
 - (iii) and there is no additional cost to the Employer.
- (b) Where such a request is made in writing, the Employer's reply shall also be in writing.
- (c) Such exchange shall be recorded on the shift schedule.
- (d) Such exchange shall not be deemed a violation of the provisions of this Collective Agreement.

12.09 When an Employee reports for work as assigned, and is directed by the Employer to leave, the Employee shall be compensated for the inconvenience by a payment equivalent to three (3) hours pay at their Regular Rate of Pay.

- 12.10 A Regular Employee shall not be scheduled to work more than two (2) different shifts between scheduled days off except as mutually agreed between the Employer and the Employee.
- 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 (1) hour in the shift involved shall be effected with the appropriate deduction in regular earnings.
- 12.12 Additional Shifts
Part-time Employees wishing to work additional hours and who so indicate in writing on a monthly basis to the Employer, shall be given preference and first opportunity to work any additional hours and do not trigger any overtime payment or additional premium costs. Where more than one Part-time Employee has requested to work additional hours, the hours will be offered to the Employee within the unit having the most seniority on an equal opportunity basis. If all available shifts are not filled, then casual Employees may be assigned shifts as equitably as possible.
- 12.13 Only after all Part-time employees have been canvassed to work the available shifts may the Employer offer the shift to the Casual Employees.
- 12.14 Contact by telephone call will be the default unless the Employee and Employer have mutually agreed on other modes of communication such as email or SMS, in which case such alternative modes of communication are allowable.

ARTICLE 13
OVERTIME

- 13.01 Overtime is all time authorized by the Employer and worked by an Employee in excess of:
- (a) seven point seven five (7.75) hours per day or thirty-eight point seven-five (38.75) hours per week for Licensed Practical Nurses;
 - (b) seven point five (7.50) hours per day for Cooks, Companions, Dishwashers, Food Servers, Health Care Aides, Housekeepers, Kitchen Helpers, Laundry Aides, Life, Enrichment Workers, Salon Stylist, Sous Chefs, Laundry workers or thirty-eight point five (37.50) hours per week for the above classifications.
 - (c) eight (8) hours per day or forty (40) hours per week for Administrative Assistant, Housekeeper, Maintenance Worker, Concierge.
- 13.02 The overtime rate of one point five (1.5) the applicable regular rate of pay shall be

paid for all overtime hours worked.

13.03

The Employer shall designate an individual at the site who may authorize overtime. The Employer shall not unreasonably deny authorization after the fact for overtime worked where such overtime has arisen as a result of unforeseeable circumstances in which it is impossible to obtain prior authorization.

- 13.04 Overtime will be offered by seniority on a fair and rotational basis. In emergent circumstances, the Employer retains the right to fill an overtime shift in the manner they deem most expedient.
- 13.05 Only after all bargaining unit members have been canvassed to work the overtime may the Employer contact the staffing agency.
- 13.06 No Employee may waive their entitlement to overtime.

ARTICLE 14
SALARIES

- 14.01 The Regular Rates of Pay as set out in the Salaries Schedule shall be applicable to all Employees covered by this Collective Agreement.
- 14.02 Subject to any of the other terms of this Collective Agreement providing for the withholding or delay in granting of an increment, an Employee's Basic Rate of Pay will be advanced to the next higher Basic Rate of Pay following the equivalent of one year of full-time service. This increment will be processed after one thousand nine hundred and fifty (1950) hours paid at the Regular Rate of Pay.
- 14.03 When an Employee is transferred to a classification with a higher rate of pay, the Employee shall be advanced to the start rate of such higher classification, except where that start rate is lower than the Employee's existing Regular Rate of Pay. In the latter case, the Employee shall be advanced to the next higher increment for the higher classification.
- 14.04 (a) When an Employee voluntarily transfers to a classification with a lower rate of pay the Employee's salary shall be adjusted immediately to the basic rate the Employee would have been entitled to, had the Employee been on the lower rated classification from commencement of employment.
- (b) An Employee whose position is reclassified to one with a lower Regular Rate of Pay, through no cause of the Employee's own, shall continue to receive the Employee's previous Regular Rate of Pay until the Regular Rate of Pay for the lower paid classification is equal to or greater than the Employee's previous Regular Rate of Pay, or for a period of twenty-four (24) months, whichever is earlier, at which time the Employee will then receive the Regular Rate of Pay for the classification to which the position is allocated.
- 14.05 Should the Employer find it necessary to create a new classification during the life of this Collective Agreement, consultation will occur with the Union with respect to the classification and rate of pay.
- 14.06 New Classifications
- (a) When a new classification is created under Clause 14.05 above, for which

there is no pay scale in this Collective Agreement, the Employer may establish a pay scale and agrees to give written notice to the Union of the new classification and the pay scale for such classification within twenty (20) calendar days.

- (b) The Union may contest the pay scale by sending written notice to the Employer not later than twenty (20) calendar days from the date of the Employer's notice. Should the Union not provide the Employer with notice within this twenty (20) calendar day time limit, the Union shall not refer the matter to Arbitration in Clause 14.06(c).
- (c) Should the Parties, through discussion and negotiations, not be able to agree to the pay scale, the Union may, within sixty (60) calendar days of the date the new classification was created, refer the salary scale to Arbitration pursuant to Clause 32.06. Should the Union not refer the matter to Arbitration within this sixty (60) calendar day time limit, the Employer's final position shall be implemented.
- (d) If the pay scale is amended as a result of negotiations or arbitration, the amended pay scale shall be effective from the date the Union received notice from the Employer of the new classification.

14.07 When an Employee has experience satisfactory to the Employer, the Employee's starting salary shall be adjusted as follows:

- (a) Experience prior to a three (3) year lapse will not be recognized.
- (b) All experience satisfactory to the Employer shall be recognized on a one-on-one basis, up to the top increment in the salary scale.
- (c) The Employer may recognize experience if more than a three (3) years lapse has occurred, and the Employee has fulfilled the licensing requirements of the CLPNA.

14.08 **Overpayment**

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

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

14.09 **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.

ARTICLE 15
CONTRACTING OUT

15.01 The Employer will not contract out services that will result in the loss of Permanent Bargaining Unit positions without meaningful consultation and discussion with the Union.

- 15.02 The Union shall be provided at least one hundred and twenty (120) days' notice prior to when the final decision is required. Lesser notice may be provided when urgent issues rapidly emerge.
- 15.03 The Employer agrees that it will disclose to the Union the nature of and rationale for the initiative, scope and potential impacts on Employees and any anticipated timeframe for the initiative.
- 15.04 During the consultation the Parties shall discuss the reasons for and possible alternatives to the contracting out initiative including efforts to maximize the use of Bargaining Unit Employees by examining potential retraining and redeployment opportunities.
- 15.05 The application of the processes in this Article are subject to the Grievance Procedure in Article 28. The outcome of the process in this Article is not subject to the Grievance Procedure.

ARTICLE 16
OTHER COMPENSATION

16.01 Preceptor Pay

- (a) A Regulated Health Professional assigned by the Employer to act as a Preceptor for students in the Licensed Practical Nurse program or any other professional health care program shall receive an additional sixty-five cents (\$0.65) per hour. The Employer will give consideration to those Employees who express interest in participation in this program.
- (b) "Preceptor" shall mean a Regulated Health Professional who is assigned to supervise, educate and evaluate students in the Licensed Practical Nurse program or any other professional health care program.

16.02 Practicum Three Pay

- (a) An Employee assigned by the Employer to act as a Mentor (Preceptor) for students in the (i.e. Health Care Aide) program shall receive an additional sixty-five cents (\$0.65) per hour. The Employer will give consideration to those Employees who express interest in participation in this program.
- (b) "Mentor" shall mean an Employee who is assigned to supervise, or educate or evaluate students in the practicum program.

16.03 Employees are eligible to receive only one payment under 16.01 and 16.02.

16.04 Profession Registration Fees for Licensed Practical Nurses

The Employer will reimburse Employees who, at the beginning of their next registration year, have active registration in the College of Licensed Practical Nurses of Alberta (CLPNA), two hundred dollars (\$200.00) for their dues if they

have accumulated eight hundred and six (806) or more regular hours actually worked in the previous fiscal year.

ARTICLE 17
SHIFT AND WEEKEND PREMIUM

The following premiums apply to the classification of LPNs and HCAs:

- 17.01 Date of ratification an Evening Premium of two dollars and twenty-five cents (\$2.25) per hour will be paid when working in a shift where the majority of the shift falls within the period of fifteen hundred (1500) hours and twenty-three hundred (2300) hours.
- 17.02 Date of ratification a Night Premium of three dollars and fifty cents (\$3.50) per hour will be paid when working in a shift where the majority of the shift falls within the period of twenty-three hundred (2300) and zero seven hundred (0700) hours.
- 17.03 Date of ratification a Weekend Premium of three dollars (\$3.00) per hour will be paid when working a shift where the majority of the shift falls between fifteen hundred hours (1500) on a Friday to zero seven hundred (0700) hours on a Monday.
- 17.04 The Evening, Night and Weekend Premiums shall not be considered as part of the Employee's Regular Rate of Pay and shall not be included in the calculation of overtime.
- 17.05 When working an Evening or Night shift on a weekend, both premiums shall apply.

ARTICLE 18
NAMED HOLIDAYS

- 18.01 Regular Full-time Employees who qualify shall be paid Statutory Holiday pay for the following Named Holidays:

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

Any day proclaimed to be a holiday by:

- (i) The Government of Alberta.
- 18.02 Requests for leave without pay on religious holidays will be considered, provided adequate notice of the request is given, the employee making the request shall have access to other banked leaves, subject to operational requirements.
- 18.03 To qualify for a Named Holiday with pay, the Employee must:
- (a) work the Employee's scheduled shift immediately prior to and immediately following the holiday, except where the Employee is absent due to illness

- or other reasons acceptable to the Employer; and
 - (b) work on the holiday when scheduled or required to do so.
- 18.04 (a) A Full-time Employee who works on a named holiday shall be paid for all regularly scheduled hours worked on the named holiday at one point five times (1.5X) the Regular Rate of Pay plus:
- (i) by mutual agreement, a day or hours added to the Employee's next annual vacation; or
 - (ii) a mutually agreeable day or hours off with pay; or
 - (iii) failing mutual agreement to schedule the day or hours off under (i) or (ii) by the first pay period in March, the Employee shall receive payment for such day or hours at the Employee's Regular Rate of Pay.
- (b) banked Named Holiday days or hours may be paid out at the request of the employee prior to the first pay period in March in any given year.
- 18.05 (a) Unless an Employee requests otherwise in writing, and this request is approved by administration, the Employee shall be scheduled so as to be given either Christmas Day or New Year's Day off, but not necessarily both.
- (b) An Employee granted Christmas Day off in accordance with Clause 18.05(a) shall be scheduled such that the Employee shall have two (2) consecutive days where the Employee will not be obliged to work (i.e., December 24th and 25th or December 25th and 26th); or
- (c) An Employee granted New Year's Day off in accordance with Clause 18.05(a) shall be scheduled such that the Employee shall have two (2) consecutive days where the Employee shall not be obliged to work (i.e., December 31st and January 1st or January 1st and 2nd).
- 18.06 Part-time and Casual Employees shall be paid in addition to their Regular Rate of Pay five percent (5%) of the Employee's wages, Named Holiday pay and vacation pay earned in the nine (9) weeks immediately preceding the Named Holiday, in lieu of the aforementioned Named Holidays.
- 18.07 All Employees shall be paid for all overtime hours worked on a named holiday 2.5X their Regular Rate of Pay.
- 18.08 In addition to the entitlement referenced in Clause 18.06, Part-time and Casual Employees who work on a Named Holiday shall be paid the rate of one point five times (1.5X) the Employee's Regular Rate of Pay for all hours worked up to the full-time hours stipulated in Article 12 – Hours.

ARTICLE 19
VACATION

- 19.01 The entitlement to vacations and vacation pay are intended to ensure that Employees annually have a rest from work without loss of income.
- 19.02 No regular Employee may continue to work and draw vacation pay in lieu of taking the Employee's vacation without written consent of the Employer.
- 19.03 An Employee shall earn vacation entitlements to a with pay in accordance with their length of service. The rate at which vacation is earned shall be as follows:
- (a) During the 1st to 4th year 10 working days
 - (b) During 5th to 7th year 15 working days
 - (c) During 8th to and subsequent years 20 working days

19.04 Vacation pay for Casual and Temporary Employees

Casual and Temporary Employees shall be paid on each pay period, in addition to their earnings:

- (a) four percent (4%) during the first (1st) to fourth (4th) years continuous years of employment;
- (b) six percent (6%) during the fifth (5th) to seventh (7th) years continuous years of employment; or
- (c) eight percent (8%) during the eighth and subsequent years. to twelfth (12th) continuous years of employment.

19.05 Time of Vacation

- (a)
 - (i) As far as possible, Regular Employees shall be granted their choice of vacation periods; however, the final allotment of vacation remains within the responsibility and the authority of the Employer. Employees shall advise the employer of their vacation requests by March 31st of each year. Where an Employee submits their vacation preference by March 31st of that year, the Employer shall indicate approval or disapproval of that vacation request by April 30th of the same year. Vacation shall not be taken in one unbroken period unless otherwise requested by the Employee. A vacation period may be divided by mutual agreement between the Employee and the Employer.
 - (ii) When an Employee submits a written vacation request after April 30th, the Employer shall provide written approval or disapproval of the vacation request within ten (10) working days of the request.
 - (iii) Any Employee who fails to submit their vacation requests by March 31st in any given year shall not be entitled to exercise seniority rights in respect to any vacation time previously selected by an Employee with less seniority.
- (b) 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, subject to the operational requirements of each work area.
- (c) A request to utilize vacation shall be made in writing to the Employer. The request shall be subject to the approval of the Employer and shall not exceed the number of vacation days accrued to the date of the first (1st) day of vacation.
- (d) 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.

19.06 An Employee shall be permitted to maintain a level of vacation accrual up to one

(1) year's vacation entitlement, plus an additional ten (10) days. Amounts in excess of ten (10) days may be carried forward with the approval of the Employer. All earned vacation in excess of this amount shall be paid out in the final paycheque in March of each year.

19.07 An Employee who terminates employment shall be entitled to vacation pay on a pro-rata basis as determined by the application of Clauses 19.03 and 19.04.

ARTICLE 20

BEREAVEMENT & PERSONAL LEAVE

20.01 Upon request, an Employee shall be granted up to three (3) days off work in the event of a death of a member of the Employee's immediate Family. The immediate family of the Employee is defined as: Fiancée; Parent; Stepchild; Grand Parents; aunt, uncle, niece or nephew; Grand Child; Child; Mother/Father-in-law; Brother; Son/Daughter-in-law; Sister; Brother/Sister-in-law; Legal Guardian; Stepbrother/Sister; Step-Parent; Spouse (including common-law and same-sex spouse).

(a) The Employee shall suffer no loss of regular earnings for this time period.

(b) The Employee will only be paid for the days the Employee was previously scheduled to work during that time period.

20.02 Bereavement leave may include normal days off and/or vacation but no additional payment is due therefore.

20.03 In the event of the death of another relative or friend not listed in Clauses 20.01 the Employer may grant up to one day off with pay to attend funeral services.

20.04 Bereavement leave with pay may be extended by two (2) additional calendar days if travel in excess of three hundred and fifty (350) kilometres one way from the Employee's residence is necessary for the purpose of attending the funeral for those relatives listed in Clause 20.01.

20.05 Personal Leave Days

Employees who work a zero point six (0.60) FTE or more will receive three (3) Personal Leave Days if employed on January 1st of any given year, and any employee who works less than a zero point six (0.60) shall receive 1 Personal Leave Day. No casual employees are entitled to personal days.

20.06 Employees who commence employment after September 1st of any given year will be eligible for one (1) Personal Leave Day. No casual employees are entitled to personal days.

20.07 Employees in the probation period are not entitled to use the Personal Day(s) until the completion of the probation period.

20.08 Any Personal Days not used by the last day of December in any given year, or upon termination of employment or layoff, shall be forfeited.

20.09 Requests for planned Personal Days shall be preapproved by the Employer, if the Employee submits their written request within five (5) days of the requested date. The Employer shall not request substantiation of such leave. Requests for Personal Leave shall not be unreasonably denied, subject to operational requirements.

20.10 Personal Leave Days are granted per incident as a full day.

ARTICLE 21
JURY DUTY LEAVE

- 21.01 (a) Any Employee required by law for jury or witness duty shall be allowed time off without loss of regular earnings during such absence. An Employee in receipt of payment for such duty shall remit that amount to the Employer.
- (b) An Employee on jury or witness duty shall continue to accrue seniority.
- (c) A request for leave to act as a voluntary witness shall not be unreasonably denied. Such leave may be granted depending on the demands of the operation and shall be without pay.

ARTICLE 22
SICK LEAVE

22.01 Sick leave is an insurance provided by the Employer to the Employee against 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 On January 1 of each year a Full-time Employee shall be credited paid sick time at the rate of twelve (12) days per year. Employees hired after January 1 will receive a pro-rated number of sick days for that year. 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 thirty-six (36) days. Sick leave credits will be prorated in the case of Part-time Employees.

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) days.

22.04 A Regular Employee granted sick leave shall be paid for the period of such leave at one hundred percent (100%) of the Employee's Regular Rate of Pay for regularly scheduled shifts absent due to illness, and the number of days thus paid shall be deducted from the Employee's accumulated sick leave credits at the time the sick leave commenced, up to the total amount of the Employee's accumulated credits.

- 22.05 Employees are required to submit proof satisfactory to the Employer of any illness or non-occupational accident upon the Employer's request. Where the Employee must pay a fee for such proof, the Employer shall reimburse the full fee.
- 22.06 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 24, for the duration of the illness or as provided below. The Employee shall keep the Employer advised as to when the Employee shall be expected back to work and shall provide the Employer with fourteen (14) days written notice of readiness to return to work.
- (a) if the Employee is capable of performing the duties of the Employee former position the Employee shall be reinstated by the Employer in the same position which the Employee held immediately prior to the Employee's disability at not less than the same increment in the salary schedule and other benefits that accrued to the Employee prior to the Employee disability.
 - (b) if the Employee is incapable of performing the duties of the Employee's former position but is capable of performing the duties of the Employee's former classification, a reasonable effort shall be made by the Employer to place the Employee in an available position that the Employee is capable of performing.
- 22.07 The reinstatement or accommodation of an Employee in accordance with this Article shall not be construed as being in violation of the posting and/or scheduling provisions of this Collective Agreement.

ARTICLE 23
WORKERS' COMPENSATION

- 23.01 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 is entitled to compensation under the Workers' Compensation Act.
- 23.02 An Employee receiving compensation benefits under Clause 23.01 shall be deemed on Workers' Compensation leave and shall:
- (a) cease to earn sick leave and vacation credits subject to Clauses 22.02 and 22.03;
 - (b) not be entitled to Named Holidays with pay falling within the period of Workers' Compensation leave in excess of thirty (30) days; and
 - (c) Employees shall pay their share of benefit premiums and pension contributions to the Employer on a monthly basis in order to continue their coverage.

- 23.03 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 duties of their former position, shall provide the Employer with twenty-eight (28) days written notice of readiness to work. Such advance notice shall not be required in the case of short-term absence on Workers' Compensation leave, i.e., where the expected duration of the leave at the time of onset was less than twenty-eight (28) calendar days. The Employer shall then reinstate the Employee in the same position or an equivalent position, held by their immediately prior to the disability with benefits that accrued to them prior to the disability.
 - (b) incapable of performing the duties of their former position, but is capable of performing other duties of another position shall be accommodated whenever possible taking into consideration their restrictions and limitations.
 - (c) incapable of performing the duties of their former classification, may make application for any benefits for which the Employee is eligible under Benefits Plan or Sick Leave, in accordance with Articles 25 or 22.
- 23.04 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 Articles 11 - Appointments and Transfers and 12 - Hours of Work.
- 23.05 At the time it is determined that an absence due to injury which is compensable pursuant to the *Workers' Compensation Act*, is expected, or will continue for a period in excess of one hundred and twenty (120) days from the date of onset of the condition, the Employer will provide the Employee with the appropriate form to submit a pending claim to the underwriter of the long-term disability income insurance.

23.06 The Employee shall keep the Employer informed of the prognosis of their condition on a schedule set by the Employer and the Employee.

ARTICLE 24
LEAVE OF ABSENCE

24.01 General Conditions

- (a) (i) Requests for a leave of absence, without pay or benefit of Employer contributions will, where possible, be made in writing to the proper General Manager or designate of the Employer with as much advanced notice as possible.
- (ii) Recognizing that the primary commitment of the Employee is to the Employer, the granting of leaves of absence is subject to the approval of the Employer. The Employee shall not work for gain during the period of leave of absence except with the express written consent of the Employer. Except in exceptional circumstances the Employer will reply in writing to a request for leave of absence within five (5) days of receipt of the request.
- (b) Except as provided in Clause 24.01(c), 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 25 – Employee Benefit Plan & RRSP, provided that the Employee makes prior arrangements to pay full premium costs. In 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.
- (c) For the portion of maternity leave during which an Employee has a valid health-related reason for being absent from work and who is in receipt of sick leave, EI SUB Plan benefits, or LTD, benefit plan premium payments shall be administered in the same fashion as an Employee absent due to illness.
- (d) Employees shall not be entitled to Named Holidays with pay, which may fall during a period of leave of absence without pay.
- (e) Employees granted leave of absence for more than one (1) month may, at the discretion of the Employer, be required to use up accumulated vacation entitlement prior to returning to duty.
- (f) When an Employee is on leave of absence without pay and is receiving LTD benefits, the Employee may continue participation in the Health Care Insurance Plan for the period of their employment pursuant to Clause 22.06 from the last day of paid sick leave, by paying the full premium costs to the Employer.

24.02

(a) **Maternity Leave**

- (i) A Regular Employee who is expecting the birth of their child, and has completed ninety (90) days of continuous employment with the Employer shall, upon the Employee's written request at least two (2) weeks in advance, be granted Maternity Leave to become effective during the thirteen (13) weeks immediately preceding the expected date of delivery provided that the Employee commences Maternity Leave not later than the date of delivery.
- (ii) Maternity Leave shall be without pay and benefits except for that 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, EI SUB Plan Benefits, or LTD. Maternity Leave shall be without loss of seniority. The total period of Maternity Leave shall not exceed sixteen (16) weeks unless mutually agreed between the Employer and Employee.
- (iii) A pregnant Employee whose pregnancy ends other than as a result of a live birth within sixteen (16) weeks of the estimated due date is entitled to Maternity Leave.

(b) **Parental Leave**

Upon their written request, providing at least two (2) weeks' advance notice, an Employee shall be granted Parental Leave without pay and benefits. Such Leave shall be taken as follows:

- (i) For an Employee entitled to Maternity Leave, other than an Employee described in 23.04(a)(iii), immediately following the last day of Maternity Leave, a period not exceeding sixty-two (62) weeks; or
- (ii) In the case of a parent who has completed ninety (90) days of continuous employment, a period not exceeding sixty-two (62) weeks within seventy-eight (78) weeks after the child's birth; or
- (iii) In the case of an adoptive parent who has completed ninety (90) days of continuous employment, a period not exceeding sixty-two (62) weeks within seventy-eight (78) weeks after the child is placed with the adoptive parent for the purpose of adoption.

- (c) (i) Subject to section (ii), an Employee on Maternity Leave or Parental Leave shall provide the Employer with at least fourteen (14) calendar days' notice of 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 the Employee commenced leave.
- (ii) In the event that during the period of an Employee's Maternity

Leave or Parental Leave, the position from which the Employee is on such leave has been eliminated due to reduction of the working force or discontinuation of an undertaking or activity and the Employer has not increased the working force or resumed operations on the expiry of the Employee's Maternity Leave or Parental Leave and the returning Employee does not have sufficient seniority to displace any other incumbent, the name of the Employee will be added to the list of laid off Employees. Upon increasing the working force, resumption of the business, undertaking, or activity, recall or reinstatement to the working force shall be in compliance with Clause 26.16.

24.03

Educational Leave

- (a) A leave of absence without pay and benefits may be granted to an Employee at the discretion of the Employer to enable the Employee to participate in education or exchange programs.

(b) During an Employee's educational leave, subject to Clause 24.01(a) the Employee may work as a Casual Employee with the Employer without adversely affecting their reinstatement to the position from which the Employee is on leave.

24.04 The Employer shall provide unpaid leaves of absence in accordance with the requirements of the *Employment Standards Code*, RSA 2000, c E-9, as amended. This includes Compassionate Care Leave, Critical Illness, Death or Disappearance of a Child, Domestic Violence Leave, and Family Responsibility Leave.

ARTICLE 25
EMPLOYEE BENEFIT PLAN & RRSP

25.01 After the waiting period defined in the benefit policy, Full-time and Part-time Regular Employees with an FTE of zero point eight (0.80) and greater shall participate in the Employers Benefit Plan. Temporary Employees with an FTE of zero point eight (0.80) or greater who have completed their probationary periods shall be facilitated in accordance with the enrolment and other requirements of the Insurer.

25.02 The Employer's existing Benefit Plan will remain in place at ratification. The Employer reserves the right to make adjustments to the Benefit Plan from time to time, including the changing of benefit providers, as needed as long as the coverage remains equal to or superior to the existing benefit plan. The details of the plan are available from the Employer. A copy will be provided to the Union. The Employer shall pay one hundred percent (100%) of the benefit plan. The Union will be consulted regarding any changes to the existing benefit plans.

25.04 **Registered Retirement Savings Plan**
The Employer will provide eligible employees with a group Registered Retirement Savings Plan (RRSP). Eligible employees can contribute up to two percent (2%) of regular earnings which shall be matched by the Employer. RRSP contributions will be made through payroll deduction.
Participation is voluntary for those Regular Full-time and Regular Part-time Employees.

ARTICLE 26
LAYOFF AND RECALL

26.01 It is the exclusive right of the Employer to:
(a) 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; and

- (b) assign to other classifications any, or all, of the duties normally performed by classifications of this bargaining unit when Employees from within this bargaining unit are not available;
- (c) determine if an Employee has the skill and ability to do the work of a different classification when selecting a vacant position or displacing another Employee.

26.02 **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.

26.03 **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, or a work stoppage by Employees not covered by this Collective Agreement.
- (b) Where the reduction results from an act of God, fire or flood, the fourteen (14) calendar 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.

26.04 For the purposes of this Article:

- (a) "partial layoff" shall mean a Regular Employee who has, due to the application of this Article:
 - (i) suffered a reduction in regularly scheduled hours in the Employee's current classification; or
 - (ii) been placed in a different classification in the Employee's current paygrade, either at the same or a lower FTE as the Employee's current position; or
 - (iii) been placed in a classification in a lower pay grade, either at the same or a lower FTE as the Employee's current position.
- (b) "full layoff" shall mean a Regular Employee who does not hold a regular position due to the application of this Article.

- (c) "layoff" shall mean a Regular Employee who is either on partial layoff or on full layoff.
- (d) "shift pattern" shall mean those patterns generally worked by the Employees as on the regular schedules.
- (e) For the purpose of Recall under Article 26 Layoff and Recall, an FTE shall be considered the same IF it is plus or minus .09 FTE of the Employee's affected FTE, provided an Employee's status does not change from benefits eligible to non-benefits eligible.

Consultation Process

- 26.05 (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 the Employee's retention options based on seniority and 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 or be able to meet the requirements of the position within the orientation provided in Clauses 8.06 and 8.07.
- (b) The consultation meeting will not be unreasonably delayed as a result of the unavailability of a Union Representative.

Vacancies

- 26.06 Affected Employee(s) shall be presented with the vacancy options listed in this Article below:
- (a) vacant position(s) which shall be comprised of:
 - (i) the Employee's same classification, shift pattern, and FTE;
 - (ii) the Employee's same classification and FTE;
 - (iii) the Employee's same classification but lower FTE; and
 - (iv) a different classification, if qualified, in the Employee's same or a lower paygrade, either at the same or a lower FTE.
- 26.07 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 the Employee's decision.
- 26.08 Where an Employee is placed in a vacancy, the Employer shall provide a paid orientation period to that Employee, the nature and length of which shall be determined by the Employer.
- 26.09 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 when the Employee has provided notice of readiness to return to work, unless the Employee requests otherwise.
- 26.10 The operation of this Article, including revision to shift schedules caused by a reduction under Clause 26.03, shall not constitute a violation of the terms of this Collective Agreement.

Layoff

26.11

An Employee who elects to:

- (a) exercise the Employee's rights under Clauses 26.05(iii) and (iv) shall be considered to be on partial layoff, with recall rights.
- (b) not exercise the Employee's rights under Clauses 26.05, shall be considered to be on full layoff, with recall rights.

26.12

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.

26.13

Employee Benefit Coverage During Layoff

Employees on full layoff, such that the Regular Employee does not hold a regular or temporary position, may elect to maintain coverage of contributory plans specified in Article 21 - Benefit Plan & RRSP, provided that the Employee makes arrangements prior to the Employee's date of layoff to pay the full premium costs for a maximum of twelve (12) months from the date of layoff. In the event the Employee works casual shift(s) the Employee shall remain responsible for the payment of the full premium costs.

26.14

Recall

- (a) While there are Employee's on Recall, and where the Employer determines that a regular or temporary vacancy exists, such vacancy shall be posted and filled in accordance with Article 11 - Appointment and Transfers. Application for such postings shall be open to all Regular Employees, including those Employees on layoff.
- (b) Where there are no applicants, or no suitable applicants, for a posted vacancy, the most senior Regular Employee on layoff from the site where the vacancy exists shall be offered the position. Such offer shall be contingent on the Employee having the requisite job-related skills, training, knowledge and other relevant attributes to perform the work involved or be able to meet the requirements of the position within the orientation provided in Clauses 8.06 and 8.07.
- (c) The method of recall shall be by telephone, 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 five (5) 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 five (5) days following the delivery date.

26.15

- (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. Where an Employee on layoff occupies a temporary position, the twelve (12) month period shall be suspended during the Employee's temporary position and shall recommence upon the termination of the temporary position for the balance of the twelve (12) month recall period.
- (b) An Employee's right to recall under Clause 26.14 will expire if the Employee refuses recall to a position with the same classification, FTE, shift pattern, and site as their pre-layoff position, or on the expiry of twelve (12) months from the date of layoff, whichever first occurs.

26.16

Casual Shifts

- (a) Employees on layoff shall indicate in writing on a regular basis to the Employer their availability to work casual shifts.
- (b) Casual shifts shall be offered to Employees who have the requisite job-related skills, training, knowledge and other relevant attributes to perform the work, in the following order, except where resident care requirements are such that this order is not possible:
 - (i) Regular Employees who have been reduced in regular hours of work through the operation of this Article, in order of seniority; then;
 - (ii) Casual Employees and Regular Part-time Employees who have indicated their willingness to work additional shifts pursuant to Article 12 – Hours of Work.

Employees on layoff who refuse casual shifts may do so without adversely impacting their recall rights.

ARTICLE 27
DISCIPLINE AND DISMISSAL

27.01

Unsatisfactory conduct by an Employee which is considered by the Employer to be serious enough to be entered on the Employee's record but not serious enough to warrant suspension or dismissal shall result in a written warning to the Employee and a copy to the Union within fifteen (15) calendar days of the date the Employer first became aware of, or reasonably should have become aware of the occurrence of the act. A written warning that is grieved and determined to be unjustified shall be removed from the Employee's record.

27.02

An Employee who participates in an investigation, meeting or interview that could lead to disciplinary action has a right to Union Representation, know the purpose of the meeting, and the time and place of the interview. Reasonable advance notice will be provided to the Employee. Written notification of the results of the interview will be provided to the Employee. Any disciplinary sanction as a result of the investigation will be issued within fifteen (15) calendar days of the conclusion of the investigation.

27.03

In the event an Employee is suspended or dismissed, the Employer shall provide written reasons for the suspension or dismissal to the Employee and the Union forthwith and in any event not later than five (5) calendar days of the action being taken. The action or suspension or dismissal shall be within fifteen (15) calendar days of the date the Employer first became aware of, or reasonably should have become aware of the occurrence of the act giving rise to the suspension or dismissal. When action involves a suspension, the notice shall specify the time period of the suspension.

- 27.04 An Employee who has been subject to disciplinary action may after eighteen (18) months of continuous service from the date the disciplinary measure was invoked, request in writing that the Employee's personnel file be cleared of any record of the disciplinary action. Such request shall be granted provided the Employee's file does not contain any further record of disciplinary action during the eighteen (18) month period of which the Employee is aware. The Employer shall confirm in writing to the Employee that such action has been affected.
- 27.05 The procedures stated in Clauses 27.01, 27.02, and 27.03 do not prevent immediate suspension or dismissal for just cause.
- 27.06 (a) 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.
- (b) Where circumstances permit, the Employer shall schedule a disciplinary discussion with the Employee by giving reasonable advance notice which shall not be less than twenty-four (24) hours. At such discussion an Employee may be accompanied by a representative of the Union.
- 27.07 In the event that an Employee is reported to the Employee's licensing body by the Employer, the Employee shall be so advised, and unless otherwise requested a written copy shall be forwarded to the Union forthwith.
- 27.08 An Employee absent for three (3) consecutive work days without good and proper reason and without notifying the Employer shall be considered to have terminated the Employee's services with the Employer.
- 27.09 Except for the dismissal of a probationary Employee, there shall be no suspension, dismissal or discipline except for just cause.
- 27.10 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 18.

ARTICLE 28
GRIEVANCE PROCEDURE

- 28.01 **Grievance Definitions**
- A grievance shall be defined as any difference arising out of an interpretation, application, administration or alleged violation of the provisions set out in this 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 Clauses 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 Article. However, no representative shall leave the Employee's work without obtaining consent from the Employee's supervisor which shall not be unreasonably withheld. The Union Representative shall not suffer any loss of pay for time spent in the performance of the Employee's duties involving a grievance provided that the representative does not leave the Employer's premises.

28.03 Time Limits

For the purposes of this Article, 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 which are specified in Article 18 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 automatically move to the next step on the day following the expiry of the particular time limit unless the parties have mutually agreed in writing to extend the time limits.
- (c) During any and all grievance proceedings, the Employee shall continue to perform the Employee's 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

(a) **Step 1 (Immediate Supervisor)**

An Employee who has a grievance shall first discuss the matter with the Employee's Immediate Supervisor or designate and attempt to resolve the grievance at this stage. In the event that it is not resolved satisfactorily to the Employee, it may be advanced in accordance with the following steps.

(b) **Step 2 (General Manager, or Designate)**

If:

- (i) an individual grievance, within fifteen (15) days of the date the Employee first became aware of or reasonably should have become aware of the occurrence of the act causing the grievance; or
- (ii) a group grievance, within fifteen (15) days of the date any of the aggrieved parties became aware of the event or reasonably should have become aware of the event leading to the grievance;

the grievance shall be submitted, in writing, stating the Article claimed to have been violated, the nature of the grievance, the particulars of the grievance and the redress sought, to the Department Head or designated representative who shall reply in writing within ten (10) days of receiving the grievance. At the request of either Party, a grievance hearing shall be held prior to providing a written reply. If the grievance is not settled at this stage, it may be advanced to Step 3.

(c) **Step 3 (President, or Designate)**

Within ten (10) days of the reply from the Immediate Supervisor or designated representative, the Employee shall submit the grievance in writing to the President or the designated representative. The President or their representative shall hold a hearing within five (5) days of receipt of the grievance. The Employee shall be entitled to have a Union Representative present during the meeting. The President or their representative shall render a written decision within five (5) days of the date of the hearing. If the grievance is not settled at this stage, the Union may decide to proceed

to Arbitration.

28.06

Arbitration

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

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

- (b) Within seven (7) days after receipt of notification provided for in Clause 28.06(a) above, the Party receiving such notice shall reply to any request for an Arbitration Board. Based on that reply, one of the two following processes will apply:

Single Arbitrator

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

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

Arbitration Board

Where the parties have mutually agreed to an Arbitration Board

- (i) The parties shall inform each other of the name of its appointee to the Arbitration Board.

- (ii) Where appointees to a Board have been named by the parties, they shall within seven (7) days endeavor to select a mutually acceptable Chairperson for the Arbitration Board. If they are unable to agree upon the choice of a Chairperson, application shall be made to the Director of Mediation Services to appoint an Arbitrator pursuant to the provisions of the Labour Relations Code.
- (c) After a single Arbitrator has been selected, or the Arbitration Board has been formed in accordance with the above procedure, it shall meet with the parties within twenty-one (21) days, or as soon as possible thereafter, and hear such evidence as the parties may desire to present, assure a full fair hearing, and shall render the decision, in writing to the parties within fourteen (14) days, or as soon as possible thereafter, after the completion of the hearing.
- (d) In the case of an Arbitration Board, the Chairperson shall have the authority to render the decision with the concurrence of either of the other members, and a decision thus rendered or the decision of the single Arbitrator shall be final and binding on the parties.
- (e) The Arbitration decision shall be governed by the terms of this Collective Agreement and shall not alter, amend or change the terms of this Collective Agreement.
- (f) Each of the parties to this Collective Agreement shall bear the expenses of its appointee to an Arbitration Board. The fees and expenses of the Chairperson or single Arbitrator shall be borne equally by the two (2) parties to the dispute.
- (g) Any of the time limits herein contained in Arbitration proceedings may be extended if mutually agreed to in writing by the parties.

28.07

Optional Mediation

The parties may mutually agree to non-binding mediation:

- (a) At any step in the grievance procedure outlined in Clause 28.05, either Party may request that a Mediator be appointed to meet with the parties, investigate and define the issues in dispute and facilitate a resolution.
- (b) The Mediator shall be appointed by mutual agreement between the parties.
- (c) The purpose of the Mediator's involvement in the grievance process is to assist the parties in reaching a resolution of the dispute, and anything said, proposed, generated or prepared for the purpose of trying to achieve a settlement is to be considered privileged and will not be used for any other purpose.
- (d) The expenses of the Mediator shall be equally borne by both parties.
- (e) The grievance may be resolved by mutual agreement between the parties.

ARTICLE 29
OCCUPATIONAL HEALTH AND SAFETY

- 29.01
- (a) The Employer shall establish a Joint Worksite Health and Safety Committee, which shall be composed of equal representatives of the Employer and of the Union and may include other Employees. This Committee shall meet quarterly and four (4) times per calendar year, and in addition shall meet within ten (10) days of receiving a written complaint regarding occupational health or safety. An Employee shall be paid the Employee's applicable Rate of Pay for attendance at Committee meetings.
 - (b) Minutes of each meeting shall be taken and shall be approved by the Employer and the Union prior to circulation.
 - (c) The purpose of the Joint Worksite Health and Safety committee is to consider matters arising with respect to Occupational Health and Safety in the workplace, and recommend corrective action, program changes or promote Health and Safety measures. The committee will make recommendations to the Employer in that regard.
 - (d) The Joint Work Site Health and Safety Committee shall also consider measures necessary to ensure the security and safety of each Employee while at work on the Employer's premises.
 - (e) The Joint Work Site Health and Safety Committee will establish terms of reference consistent with the *Occupational Health and Safety Act* to include the following duties:
 - (i) Assessing complaints regarding health and safety
 - (ii) Identifying work site safety hazards, including regular inspections
 - (iii) Developing and promoting measures to protect health and safety
 - (iv) Cooperating with health and safety officers
 - (v) Working with the Swan Evergreen OH&S group to maintain the current health and safety program which includes:
 - a health and safety policy
 - identification of hazards
 - emergency response plan
 - statement of responsibilities for Swan Evergreen supervisors and workers
 - schedule and procedures for regular inspections
 - health and safety procedures for involvement of third party employers
 - health and safety orientation and training
 - procedure for participating and investigating incidents, injuries and refusals to work

- procedures for reviewing existing health and safety program
- (vi) Developing and promoting health and safety education programs
- (vii) Making health and safety recommendations to Swan Evergreen management

- (viii) Participating in workplace investigations involving serious injuries and incidents
 - (ix) Establishing committee rules and procedures for fulfilling the above duties.
- (f) If the Employer is capable of resolving issues identified by the Committee within thirty (30) days of notification of such issues, it shall do so and inform the Committee.

If the Employer is unable to resolve issues identified by the Committee within thirty (30) days of notification of such issues, it shall respond to the Committee with a strategy and timeline for addressing the issue, inclusive of interim control measures where applicable.

If the Employer disagrees with the recommendations of the Committee or does not believe that there are valid health and safety concerns, the Employer must provide written rationale for such position to the Committee.

If the Parties are unable to resolve a problem or address a concern using the process set out above after receipt of written reasons from the Employer, the matter may be referred to an Occupational Health and Safety Officer. Nothing in the foregoing limits the right of a worker to refer a health and safety concern directly to an officer.

29.02 The Employer shall have in place harassment policies, which shall be reviewed annually by the Joint Worksite Health and Safety Committee.

ARTICLE 30

COPIES OF THE COLLECTIVE AGREEMENT

30.01 Within sixty (60) days of the printing of this Collective Agreement, the Employer shall make a copy available for each Employee. The Employer will advise the Chapter Chairperson where copies will be made available to Employees at the worksite.

30.02 The Employer shall provide a copy of the Collective Agreement to each new Employee upon appointment.

30.03 Selection of the printers and printing of the Collective Agreement shall be the joint responsibility of the Employer and the Union. Cost shall be shared equally between the Parties.

30.04 The Employer and the Union shall maintain copies of the Collective Agreement on their respective websites.

ARTICLE 31

LEGAL INDEMNIFICATION

31.01

As a matter of good corporate governance and in accordance with the provincial regulatory environment, the Employer will maintain comprehensive professional and general liability insurance for all Employees. The Employer will maintain the insurance policy in good standing and will pay one hundred percent (100%) of the premium cost.

In accordance with the certificate of insurance, the Policy covers all activities by Employees at all locations while acting under the direction of the Employer including but is not limited to general liability, professional liability or employee dishonesty.

The Employer will provide a letter to the Union confirming that insurance is complete and will include an extract from the contract of insurance.

ARTICLE 32

EMPLOYEE-MANAGEMENT ADVISORY COMMITTEE

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

ARTICLE 33

UNIFORMS

33.01

Where the Employer requires the Employee to wear a specific uniform, it will be furnished at no cost to the Employee. These remain the property of the Employer and shall not be worn other than on duty. The nature, colour, and style of uniforms and the requirements of each group of Employees shall be determined by the Employer.

ARTICLE 34
RESIGNATION / TERMINATION OF EMPLOYMENT

34.01 An Employee shall make every reasonable effort to provide to the Employer twenty-eight (28) calendar days' notice, where possible, and shall, in any case, provide the Employer with fourteen (14) calendar days' notice of the Employee's desire to terminate the Employee's employment.

SALARY SCHEDULES

The wage grids below will become effective Date of Ratification

Position	Start	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7
Health Care Aide	\$22.66	\$23.25	\$23.91	\$24.55	\$25.23	\$25.92	\$26.63	\$27.37
Licensed Practical Nurse	\$29.02	\$29.90	\$30.79	\$31.71	\$32.67	\$33.65	\$34.66	\$35.70

Position	Start	Step 1	Step 2	Step 3	Step 4	Step 5
Cook	\$21.27	\$21.91	\$22.57	\$23.24	\$23.94	\$24.66
Dishwasher	\$16.36	\$16.85	\$17.35	\$17.87	\$18.41	\$18.96
Housekeeper	\$16.88	\$17.39	\$17.91	\$18.45	\$19.00	\$19.57
Laundry Aide	\$16.36	\$16.85	\$17.35	\$17.87	\$18.41	\$18.96
Admin Assistant	\$22.54	\$23.22	\$23.91	\$24.63	\$25.37	\$26.13
Maintenance Worker	\$20.20	\$20.81	\$21.43	\$22.08	\$22.74	\$23.42
Server	\$16.36	\$16.85	\$17.35	\$17.87	\$18.41	\$18.96
Sous Chef	\$23.37	\$24.07	\$24.79	\$25.53	\$26.30	\$27.09
Salon Service Worker	\$18.18	\$18.73	\$19.29	\$19.87	\$20.47	\$21.08
Companion	\$16.36	\$16.85	\$17.35	\$17.87	\$18.41	\$18.96
Kitchen Helper	\$16.36	\$16.85	\$17.35	\$17.87	\$18.41	\$18.96
Concierge	\$17.23	\$17.75	\$18.28	\$18.83	\$19.40	\$19.98
Life Enrichment Worker	\$19.09	\$19.66	\$20.25	\$20.86	\$21.49	\$22.13

******* RETROACTIVITY:**

A 2.5% lump sum payment (percentage amount applied to all hours worked from date of certification to date of ratification, based on the applicable rates recommended in this document above, and the amount is not RRSP-eligible). The lump sum payment will be made to employees employed on date of ratification. This lump sum payment is in lieu of retroactivity. The lump sum payment will be made within sixty (60) calendar days following ratification, unless otherwise extended through mutual agreement by the parties.

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

Signed this 3rd day of June, 2024.


ON BEHALF OF SWAN EVERGREEN





WITNESS

ON BEHALF OF THE ALBERTA UNION
OF PROVINCIAL EMPLOYEES



WITNESS

LETTER OF UNDERSTANDING #1

between

1938281 ALBERTA LTD. (SWAN EVERGREEN VILLAGE)

(hereinafter referred to as the "Employer")

and

ALBERTA UNION OF PROVINCIAL EMPLOYEES

(hereinafter referred to as the "Union")

RE: SEVERANCE

1.
 - (a) Severance will be offered as a result of organizational changes that result in the permanent reduction in the number of Regular Employees in the bargaining unit.
 - (b) Notwithstanding paragraph 1(a) above, severance shall not be offered where the permanent reduction in the number of Regular Employees in the bargaining unit occurs as a result of a Regular Employee's position moving or being moved into a different functional bargaining unit.
2. The Employer will offer the following to eligible Regular Employees as defined in paragraph 3 of this Letter of Understanding:
 - (a) A Regular Full-time Employee shall be offered termination pay in accordance with the minimum obligations specified in section 56 of the *Employment Standards Code*, RSA 200, c E-9, as amended. The Regular Full-time Employee acknowledges that this notice or pay in lieu of notice will constitute their sole entitlement to notice or payment in lieu of such notice, whether pursuant to contract, common law, statute or otherwise. Pay in lieu of notice shall be made up of the Regular Full-time Employee's pro-rated basic annual salary and subject to required withholdings.
 - (b) A Regular Part-time Employee shall be offered termination pay in accordance with the minimum obligations specified in section 56 of the *Employment Standards Code*, RSA 200, c E-9, as amended. The Regular Part-time Employee acknowledges that this notice or pay in lieu of notice will constitute their sole entitlement to notice or payment in lieu of such notice, whether pursuant to contract, common law, statute or otherwise. Pay in lieu of notice shall be made up of the Regular Part-time Employee's pro-rated basic annual salary and subject to required withholdings.
 - (c) Regular pay shall be defined as regularly scheduled hours of work as at the date on which notice of layoff is issued (which for the purpose of clarity means regularly scheduled hours of work exclusive of overtime hours, call-back hours and additional hours for Part-time Employees) X Regular Rate of Pay (which for the purpose of clarity means Regular Rate of Pay exclusive of overtime payments and

premium payments).

- (d) For purposes of severance, continuous employment will be calculated from the last date of hire at Swan-Evergreen Village and shall exclude all absences in excess of thirty (30) days.
3. A Regular Employee who has been laid off in accordance with Clause 26.03 and for whom no alternate vacant position is available pursuant to Article 26 Layoff and Recall, shall have the option to select either of:
 - (a) layoff with the placement and recall rights as specified in Article 26 of the Collective Agreement; or
 - (b) severance as offered by the Employer in accordance with this Letter of Understanding.
 4. A Regular Employee who accepts severance pay as described above, shall have terminated their employment, with no further rights to recall.
 5. An Employee who has been terminated for just cause or who has resigned or retired shall not be eligible for severance.
 6. A Regular Employee who receives notice of layoff shall have fourteen (14) calendar days from the date the notice of layoff is issued to advise the Employer, in writing, that the Employee wishes to take the Severance Option offered by the Employer. Any Employee who does not advise the Employer in writing of the Employee's decision to accept severance shall be deemed to have selected layoff in accordance with Article 26 of this Collective Agreement.
 7.
 - (a) Employees who select severance will not be eligible for rehire by Swan Evergreen Village or any Employer directly or indirectly related to Swan Evergreen Village for the period of the severance (which for the purpose of clarity means the period of time equal to the number of weeks of severance paid to the Employee).
 - (b) The Employee may be considered for hire by an Employer referred to in paragraph 7(a) provided they repay the Employer from whom severance was received, the difference, if any, between the time they were unemployed and the length of time for which the severance was paid.
 8. Severance pay or notice provided under this Letter of Understanding shall be deemed to be inclusive of any and all legislative requirements for termination notice.
 9. This Letter of Understanding shall apply over a period of time beginning the date on which the Parties execute the Collective Agreement and will remain in effect for the term of the Collective Agreement.



On behalf of the Employer

June 3rd, 2024

Date



On behalf of the Union

June 27, 2024

Date

LETTER OF UNDERSTANDING #2

between

1938281 ALBERTA LTD. (SWAN EVERGREEN VILLAGE)

(hereinafter referred to as the "Employer")

and

ALBERTA UNION OF PROVINCIAL EMPLOYEES

(hereinafter referred to as the "Union")

RE: OUTBREAKS AND PANDEMIC MANAGEMENT

The following provisions apply when there has been a declaration by the Chief Medical Officer of Health of Alberta, or Alberta Health Services, that an Outbreak or a Pandemic is occurring.

1. When an outbreak occurs, or a pandemic announced by Alberta's Chief Medical Officer of Health the Employer and the Employees must take all reasonable steps, including training, to protect Employees and Residents and to prevent the spread of infection.
2. The Parties agree that the Employer owes all Employees a Duty of Care at all times. A duty of care is the responsibility of a person or organization to avoid any behaviors or omissions that could reasonably be foreseen to cause harm to others.

The Parties agree the Employees have an obligation to follow all the training, policies, procedures, and directives as set out by the Employer, Alberta Health Services and Alberta Health.

3. The Employer will follow the isolation and quarantine recommendations set by the Alberta Health Services and Alberta Health.
4. **Single Site/Single Employer Restrictions**

If the Employer, Alberta Health Services or Alberta Health determines it necessary to restrict Employees by limiting their ability work for another Employer the following applies:

- (a) The Employer must provide the Employee a letter outlining the restriction for the Employee to share with the other Employer(s)
 - (b) The Employer must ensure the Employee is kept whole by maintaining their Employment up to 100% of their total hours of work in health care, up to Full-time Employment, because of hours of work lost due to the restriction. The Employer is not obligated to create work to meet this obligation.
 - (c) The Employee agrees to provide proof of hours worked for another Employer.
5. **Work Location or Unit Restriction**

If the Employer determines it necessary to restrict an Employee's ability to work at another location of the Employer, including another Unit, that Employee must be kept

whole in all regards.

6. Restrictions by Another Employer

In the event there is a Single Site order declared by Alberta Health Services or Alberta Health, the Employer will grant an unpaid Leave of Absence to Employees for the duration of the order. The Employer may fill the Employee's position while they are on leave but guarantees an equivalent job upon their return.

7. Personal Protective Equipment

The Employer must maintain an adequate supply of Personal Protective Equipment for all Employees in the event of an outbreak or pandemic.

8. Vacation during Pandemic

In the event vacation requests are restricted due to a pandemic, the Employer must



On behalf of the Employer

June 3rd, 2024

Date



On behalf of the Union

June 27, 2024

Date

LETTER OF UNDERSTANDING #3

between

1938281 ALBERTA LTD. (SWAN EVERGREEN VILLAGE)

(hereinafter referred to as the "Employer")

and

ALBERTA UNION OF PROVINCIAL EMPLOYEES

(hereinafter referred to as the "Union")

RE: PROTECTION OF PRIVACY AND ACCESS TO PERSONAL INFORMATION

Reasonable Expectation of Privacy

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

Surveillance Cameras

Surveillance cameras and related equipment may be installed by the Employer to protect critical areas of the Employer's premises from theft or to enhance the personal safety of residents and Employees.

Surveillance cameras and related equipment shall not be used in employee-occupied areas during normal working hours without the knowledge of the Employees in the areas and of the Union.

The Employer shall not be allowed to use surveillance cameras to monitor the work of employees and no information obtained through the use of this equipment shall be used against employees at any time unless such information constitutes evidence of criminal acts.

Cameras shall not be used to monitor Employee performance.

Personal Health Information

Personal health information of Employees shall be kept confidential. The Employer will retain health information separately and access shall be given only to those persons responsible for occupational health who are directly involved in administering that information.

Necessary Information Only

The Employer shall only request medical information when there are reasonable grounds to do so and only necessary information shall be requested.

For absences three (3) consecutive days or more, the Employer may request a medical note from the Employee's physician confirming illness and stating the anticipated date of return. For absences exceeding twenty (20) days, the Employer may request the following information.

- (a) The prognosis of the illness and how it manifests disability
- (b) Whether the disability is permanent or temporary.
- (c) The restrictions or limitations that from the disability, a detailed synopsis of what the employee can or cannot do in relation to the duties, responsibilities of their normal job dues and possible alternative duties.


Without naming specific tests, treatments or medication, a summary of any factor that may impact the Employee's ability to perform their job.



On behalf of the Employer

June 3, 2024

Date



On behalf of the Union

June 27, 2024

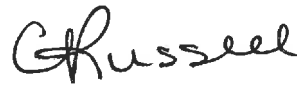
Date

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

Signed this 3rd day of June, 2024.

ON BEHALF OF EMPLOYER NAME





WITNESS

ON BEHALF OF THE ALBERTA UNION
OF PROVINCIAL EMPLOYEES



WITNESS