

IN THE MATTER OF AN ARBITRATION

BETWEEN:

CHARTWELL MASTER CARE LP

(the “Employer”)

- and -

**ALBERTA UNION OF PROVINCIAL EMPLOYEES AS BARGAINING
AGENT FOR ALL EMPLOYEES AT GRIESBACH RETIREMENT
RESIDENCE AND HERITAGE VALLEY RETIREMENT RESIDENCE**

(the “Union”)

Re: Interest Arbitration Award

BEFORE:

John Moreau, Q.C.	- Chair
Kathie Milne	- Union Nominee
Bob Bass	- Employer Nominee

IN ATTENDANCE FOR THE EMPLOYER:

Michael Voss	- Counsel
Tara Russell	- Co-Counsel
Terry McCarthy	- Senior Director, Labour Relations
Scott Ridgeway	- Director, Labour Relations
Dwight Mounthey	- Director, Regional Operations
Eata Mitchuk	- Senior Director, HRBP – Western Canada

IN ATTENDANCE FOR THE UNION:

William Rigutto	- Counsel
Merryn Edwards	- Lead Negotiator for AUPE
Matthew Byrne	- AUPE Economic Researcher

The Hearing was held remotely on June 17, 2021 and July 7, 2021. Final written submissions provided August 25, 2021 and September 13, 2021.

AWARD

Introduction

Chartwell Master Care LP (“Chartwell”) is a for-profit, privately owned company providing retirement living services to seniors. Chartwell owns and operates 11 different facilities in Alberta and 203 facilities nationally.

This interest arbitration award concerns two Chartwell sites in Edmonton: the Griesbach facility and the Heritage Valley facility. Both were purchased by Chartwell in 2018. The Griesbach facility is located in northwest Edmonton and the Heritage Valley facility is located in southwest Edmonton.

The Griesbach facility has 268 suites of which 137 suites are allocated for independent living. The remaining 131 suites include 89 designated supportive living suites and 42 designated secure dementia/memory care suites. The Heritage Valley facility has 205 suites of which 153 are allocated for independent living. The remaining 42 suites include 34 designated support living suites and 18 designated secure dementia/memory care suites. Chartwell does not provide long-term care services in these two facilities.

There are 365 staff employed at the two facilities. The bargaining unit includes both Licensed Practical Nurses (“LPN”) and Health Care Aides (“HCA”) who provide support for the residents. HCA’s form the largest part of the bargaining unit group with

108 personnel at Griesbach and 47 at Heritage Valley. The bargaining unit also includes the following service staff positions: dishwasher, cook, cook helper, server, activity aide/dining supervisor, maintenance assistant, maintenance supervisor and housekeeper.

Timetable

The Union was certified as the bargaining agent for all employees at Griesbach and Heritage Valley on November 22, 2018.¹ The Union served Chartwell with a Notice to Bargain on November 30, 2018 followed by an Amended Notice to Bargain on January 18, 2019.

The parties met for bargaining discussions on several occasions from April 23, 2019 to November 19, 2019 but their efforts in achieving a collective agreement were unsuccessful. The Union then applied to the Alberta Labour Relations Board (the “Board”) for assistance in settling the terms of the collective agreement pursuant to Division 14.1 of the *Labour Relations Code*, RSA 2000, c. L-1 (the “Code”) on November 26, 2019.

On January 30, 2020 the Board, with the consent of the parties, issued an Enhanced Mediation Directive that the parties were to engage in informal mediation with mediator Rick Wilson, followed by enhanced mediation with Mr. Wilson if the parties were unable to reach agreement through the informal mediation process. Informal mediation

¹ A third retirement residence, Wild Rose, was also certified on November 22, 2018 under the same Labour Relations Board certificate (231-2018) but has since been sold by Chartwell.

took place from August 25 to 27, 2020 (delayed due to the pandemic). On August 27, 2020 Chartwell presented the Union with a proposal entitled "*Final Offer to Settle*" which addressed its position on all monetary and non-monetary items for a proposed collective agreement. The Union rejected Chartwell's proposal.

Chartwell applied to the Board on September 15, 2020 for a Board Conducted Proposal Vote pursuant to section 69 of the Code. The results of the Board conducted vote were communicated to the parties on December 8, 2020. The majority of the Union's members rejected Chartwell's proposal.

Chartwell then applied to the Board for reconsideration and variance of the Board's Enhanced Mediation Directive of January 31, 2021. Chartwell requested that the Board direct that Enhanced Mediation be bypassed in favour of proceeding directly to arbitration in order to avoid further delays in the settlement of the first collective agreement. The Union consented to Chartwell's request on December 15, 2020.

The parties agreed to the appointment of the arbitration board on January 25, 2021. An arbitration hearing was held on June 17 and July 8, 2021. The Employer provided further written submissions on August 25, 2021 and the Union provided its Rebuttal Brief on September 13, 2021.

The parties, as noted herein, were unable to agree on a substantial number of matters. The written submissions to our panel were lengthy and included a number of

Mediator Reports and interest arbitration authorities. In addition, the Chair wrote to the parties on February 25, 2022 after being advised that Mediator Phyllis Smith would be issuing a Mediator's Report in the near future which involved these same parties and the *Chartwell Eau Claire Care Residence* in Calgary. A copy of Mediator Smith's Report was provided to our panel on March 24, 2022.

Principles Applicable to First Contract Arbitration:

The Union and the Employer both agree that the guiding principle in interest arbitration proceedings is replication. This "*important and fundamental tool*" of replication, as the Union describes it, is the accepted building block for resolving the issues in dispute in an interest arbitration, including first contract interest arbitration. Support for this view is found in a number of interest arbitration awards from Alberta and elsewhere. The parties in this case have referred in that regard to the following comments of Arbitrator Sims in the *Newport Harbour Care* starting at p.3:

...Interest arbitration customarily seeks to replicate the settlement the parties would have achieved had they been able to do so, through free collective bargaining. An often cited and concise summary of the replication principle provides:

...the task of an interest arbitrator is to simulate or attempt to replicate what might have been agreed to by the parties in a free collective bargaining environment where there may be the threat and the resort to a work stoppage in an effort to obtain demands ... and arbitrator's notions of social justice or fairness are not to be substituted for market and economic realities.

Re Board of School Trustees, School District 1 (Fernie) and Fernie District Teachers' Association (1982), 8 L.A.C. (3d) 157 (Dorsey) at page 159

Interest arbitration is not a scientific process. There is no magic formula. A party advancing a particular position carries the onus of presenting cogent evidence to support

that position. This does not equate to an issue by issue approach where benefits are awarded because they seem individually attractive and well supported. Collective bargaining involves choices between desirable benefits, and agreements are settled on a package basis. As Ontario chief Justice Winkler has noted:

... we should have regard to the total compensation package rather than view each of its elements in isolation. We also accept that in collective bargaining it is legitimate for parties to make choices as to how total compensation is to be allocated in terms of salary, benefits and other forms of compensatory remuneration.

University of Toronto and University of Toronto Faculty Assn. (2006) L.A.C. (4th) 193 (Winkler)

A very important guide in replicating the results of free collective bargaining comes from the settlements negotiated by similarly placed parties for a similar timeframe and in a similar industry. Comparability and replication are related but distinct processes. As this Chair has said:

... interest arbitrators should apply the replication principle, using agreements entered into by others as a key indicator of what these parties might have ultimately accepted in a free collective bargaining situation. While replication is not the same as comparability, the latter is the best guide available in assessing the former. Arbitrator Picher summarized the comparability approach as follows:

... the exercise becomes primarily comparative. It is reasonable to assume that the parties would have made a collective agreement generally comparable to others in the same industry and geographic area. A first point of reference, therefore, is the collective agreement which have been freely negotiated between similarly situated Union and employers within the same industry and within the same or similar locations.

Crane Canada Inc. and Teamsters Local Union 419, unreported decision, September 9, 1988 (Michel Picher) at p. 9

What is fair and reasonable overall is itself a function of the economic and social climate as much as it is a weighing, in isolation, of the merits of individual proposals.

Northern Alberta Institute of Technology v. Alberta Union of Provincial Employees [2009] C.L.B. 1756

The legislation for first contract arbitration, relatively new to Alberta, provides the opportunity for the parties, through the direction of the Board, to try and resolve their differences through both informal and Enhanced Mediation. Our panel did not have the advantage of having a mediator's recommendations before us to use as a foundation for

our award. This made our task more challenging given the number of outstanding issues that require resolution.

Fortunately, well-known arbitrators in Alberta, and elsewhere, have been asked to preside over first contract arbitrations and have provided some guiding principles. For example, in the *Signature Living (Rocky Ridge) Management Ltd v. AUPE* 2021 CanLII 7104 (A.B.G.A.A.), Arbitrator Casey states at p. 13:

[46] First contract arbitrators have recognized their role as facilitating the policy objective of a workable first collective agreement without undermining the process of collective bargaining. The object is to fashion a collective agreement whose terms will as much as possible foster a relationship of enhanced trust between the employer and union while giving the union an opportunity to demonstrate to the employees and to management the viability of collective bargaining as the basis for positive employment relationships in the future. *First collective agreement arbitrators are cautioned against making overly generous awards rich in “breakthrough” provisions usually achieved only through years of bargaining since this would encourage resort to first agreement arbitration as opposed to settling disputes through mediation. On the other hand, first agreements should be seen as sufficiently generous to cause employers to realize that it may be in their interests to negotiate a deal directly with the union: Teamsters Local Union 419 and Crane Canada Inc. (1988) CLLC 16, 017 (Abella) as quoted in Yarrow Lodge Ltd (1993) 94 CLLC para 16, 047 (Lanyon) at p. 25 of 32.* (emphasis added in italics)

[47] The Employer asks the Arbitration Board to bear in mind that this is a first collective agreement and urges the Board to consider the following factors:

“(a) A first collective agreement should not contain breakthrough or innovative clauses. Those should be left to the parties to address in subsequent agreements. Put another way, the first contract should not award terms that would be typical of a more mature bargaining relationship.

(b) First contracts should not be the status quo or industry standard agreement and should take into consideration the terms of contracts involving the competitors of a similar size in the relevant sector.

(c) Objective criteria, such as comparable terms and conditions of similarly qualified employees and the nature of the work, should be applied in an attempt to replicate what the reasonable expectations of the negotiators should have been if they had to reach an agreement on their own.

(d) Efforts should be made to ensure internal consistency and equity among all affected employees.

(e) The economic and market conditions of the sector or industry in which the employer competes must be considered.”

Arbitrator Smith in *Carewest v AUPE* , 2013 CanLII 66967 (A.B.G.A.A.), as noted by Arbitrator Casey in the *Signature Living Award*, also reiterated the notion that “*breakthrough*” provisions in the context of first collective agreements should be considered “*with care*”:

[43] In applying the replication principle, based as it is upon a consideration of what the parties would have negotiated in a free collective bargaining process, arbitrators consider with care those provisions proposed by one or the other of the parties which might be described as “breakthrough” provisions.

Additionally, arbitrators have cautioned that it is necessary to examine the effect and implications of the totality of the proposals presented. Viewing each element in isolation without a consideration of the whole of the proposal fails to recognize that collective bargaining involves a series of compromises and trade-offs to achieve an overall settlement that both parties can accept. No party to such a process does or can expect to achieve all of which is sought.

It is worth noting that although Arbitrator Jones in *Revera Inc (Riverbend Retirement Residence) v. AUPE* (October 15, 2012) did not place a great deal of weight on the first agreement aspect of interest arbitration but rather focussed on the market itself at the time. He does, however, agree with the notion of phasing in changes to meet the market. He states in that regard:

I have also not placed much weight on the fact that this is the first collective agreement at Riverbend. In my view, the market is the market is the market, and that is what must be looked to. The fact that this is a first collective agreement may, however, justify phasing in changes to the market.

Accordingly, our task is to try and achieve what the parties would themselves have resolved to be the terms of their first collective agreement, bearing in mind the guiding

principles of interest arbitration and the overall importance of achieving a fair agreement for both sides.

The Parties' Witnesses

In order to provide some background to the negotiations and to reinforce their respective positions on the outstanding issues, the parties elected to call witnesses. Given the amount of material before our panel, and bearing in mind our mandate as an interest arbitration panel, the witnesses provided a broad overview of the parties' respective positions. A brief summary of their testimony follows.

Ms. Merryn Edwards has been employed by the Union since 2014 and was the lead negotiator on the bargaining committee on behalf of the Union employees at both the Griesbach and Heritage Valley sites. Ms. Edwards reviewed the background timeline of the negotiations and focussed on the comparable collective agreements in the following facilities: St. Marguerite, Villa Marguerite, Rocky Ridge, St. Teresa Place and Millrise Place as well as the more recent interest arbitration award in the *Signature Living* case. Ms. Edwards reviewed the provisions which have been agreed to between the parties before focussing on both the outstanding monetary and non-monetary items that remained in dispute, as set out in the Union's brief and related documents.

The Union also called Matthew Byrne who has been employed by the Union since 2020 as a policy officer and holds a Doctorate in Political Science from the University of British Columbia. Mr. Byrne's experience includes managing large quantities of datasets.

Mr. Byrne prepared two documents which include his observations on the effects on Chartwell's operations of the COVID pandemic crisis. He states in that regard:

Chartwell, like all seniors' care facility operators, faced a difficult year in terms of operations and resident deaths. The lowered occupancy and increased costs associated with that are not over, but the end is in sight. Chartwell managed to weather this storm without cutting dividends, while offering high compensation to Executives, and continuing to invest in future developments. Moving forward Chartwell will no longer face costs of PPE and staffing associated with the pandemic. This will be especially so after the general population has largely been fully immunized. They are in a good position to recover occupancy in the short-term and has highly favorable long-term outlooks due to growth in the 75+ demographic.

He also comments on the current state of the economy in Alberta. His conclusion on the Alberta economy is found in his Executive Summary, which reads in part as follows:

Economically, Canada and Alberta specifically are recovering from the pandemic. Economic indicators such as real GDP growth, Alberta Activity Index, Consumer Confidence, Oil and Gas price, employment and unemployment rates are all improving. Recent collective bargaining and wage settlements are also showing continued growth.

The Employer replied by calling Scott Ridgeway, who holds a law degree, and has been working as the Director of Labour Relations for Chartwell for five years. He traced the history behind the certification of both the Griesbach and Heritage Valley facilities, which Chartwell acquired in 2018. Mr. Ridgeway noted that a collective agreement was reached with the unionized membership represented by the United Steelworkers Local 1-207 at Chartwell's facility in St. Albert for the period from December 3, 2018 to December 2, 2022. Mr. Ridgeway stated that the St. Albert facility is a template for what Chartwell considers to be the most appropriate comparator for settling the terms of a first collective agreement for the Griesbach and Heritage Valley facilities.

Mr. Ridgeway also traced the history of the negotiations, including the request for informal mediation and Chartwell's "Final Offer" which was the subject of a Board directed

vote. He noted that the need for obtaining a first collective agreement resulting from the delays due to the pandemic crisis led Chartwell to apply to the Board for interest arbitration. Mr. Ridgeway, similar to the testimony of the Ms. Edwards on behalf of the Union, provided a step-by-step review of Chartwell's position on the various monetary and non-monetary items in dispute.

The Employer also called Dwight Mountney, the Director of Regional Operations for Chartwell. He confirmed the details behind the purchase by Chartwell of the Griesbach and the Heritage facilities in 2018. He pointed out that Griesbach was an older facility having first opened in 2006 while the Heritage facility opened more recently in 2016. He confirmed, as noted, that the Griesbach facility has 268 suites and Heritage Valley facility has 205 suites, He stated that the number of suites at the two facilities was comparable to the St. Albert facility, where there are a total of 230 suites.

Mr. Mountney further noted that food services were brought into both the Heritage facility and the Griesbach facility in May 2019. He characterized the integration of food services into both facilities as a helpful move to create a more cohesive team in each facility. Initiatives were also taken to streamline staff scheduling after the purchase of the two facilities in 2018. Mr. Mountney also indicated that structural improvements have been undertaken at both the facilities, such as adding more common area living space at the Heritage facility and remediation work to the individual suites at the Griesbach facility. Mr. Mountney noted that the services and responsibilities at the two facilities are consistent with those provided in similar facilities throughout the province.

Items in Agreement

This Award incorporates all the items that have been agreed to between the parties

Items in Dispute

The following constitutes our Award on the remaining items in dispute:

1. Definitions

1.03 "Basic Rate of Pay" shall mean the Incremental Step in the Wage Schedule that applies to the Employee, exclusive of premium(s) payable.

1.04 (d) "Temporary Employee" is one who is hired on a temporary basis for a full-time or part-time position:

- (i) for a specific job of six (6) months or less; or
- (ii) to replace a full-time or part-time Employee who is on an approved leave of absence for a period in excess of six (6) months

1.12 "FTE" means Full-time Equivalent and is the ratio of the scheduled hours of work to Full-time hours of work.

1.14 "Full-time equivalency" (included in definition of "Position" along with (a) Employee status and (b) Classification.

1.15 "Practice Permits/Registration" shall take the meaning from the Health Professions Act R.S.A. 2000, cH7 as amended. Registration is not membership in the Union.

1.16 "Regularly Scheduled Hours" means the hours set out in a Shift Rotation in fulfillment of the hours of work for the Position.

2. Term of the Collective Agreement/Application of the Collective Agreement

1. Term:

The term of the collective agreement shall be from November 22, 2018 to November 22, 2022.

2. Application of the Collective Agreement

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

4. Union Security, Recognition and Rights

4.06 Union Insignia

An Employee shall have the right to wear or display the recognized insignia of the Union, however, no such insignia larger than a lapel pin or button shall be worn while on duty and it shall not obstruct the Chartwell logo on the uniform. No Union insignia shall be displayed on the Employer's equipment. Such insignia shall be consistent with Chartwell's safety standards.

4.08 Worksite Access

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

(b) Union membership meetings may be held on Employee premises subject to the approval of the Employer. Access to the premises for Union for membership meetings will not be unreasonably withheld.

6.01 Union Representation

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

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

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

6.02 New Employees

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

6.03 Stewards

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

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

Union Stewards shall be Employees of the Employer. The Union Stewards shall have the right at any time to have the assistance of an AUPE staff representative.

Permission to Leave Work

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

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

6.04 Assistance by AUPE Staff

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

6.05 Union Representatives Leave

When it is necessary for a Union member to make a request for a leave of absence to perform the duties of any office of the Union, the application for leave must be made in

writing to the Building Manager or designate for approval. The application for leave will be made in writing with as much advance notice as possible, but not less than four (4) weeks notice. The Employer may consider requests with less than four (4) weeks notice.

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

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

6.07 Full-time Union Leave

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.

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

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

12.04 Access to Employee Files

By appointment made at least forty-eight (48) hours in advance excluding weekends and holidays, an Employee may view her personnel file at her work site. Access to, and a copy of, and Employee's personnel file shall be provided to the Employee or their authorized representative, upon request. The Employee may request a Union Representative be present at the time of such examination.

12.05 Removal of Disciplinary Documents

An Employee who has been subject to disciplinary action may, after two (2) years of continuous service from the date the disciplinary measure was invoked, request in writing that her personnel file be cleared of any record of the disciplinary action. Such request shall be granted provided the Employee's file does not contain any further record of disciplinary action, during the two (2) year period, of which the Employee is aware. The Employer will confirm in writing to the Employee that such action has been effected. Leaves of absence in excess of thirty (30) days will not be considered applicable towards the two (2) year period.

15. Probation and Seniority

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

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

Seniority starts from the date of hire, subject to Letter of Understanding #1.

15.06 Seniority lists for each facility will be revised every 6 months (January and July) and a copy of the lists will be posted in the facility and supplied to the Union upon request. In the event, that an employee does not or is unable to challenge the position of their name on the seniority list within 30 calendar days from the date of the posting of the list, he/she shall be required to wait until the posting of the next list to challenge their seniority date.

- 16.01 (a) A newly hired Employee must successfully complete a probationary period of six (6) months or four hundred eighty (480) hours worked, whichever comes first.
- (b) The probationary period may be extended by an additional period of two hundred and fifty-six (256) hours worked, subject to mutual agreement by the Employer and the Union.
- (c) If during the probationary period, (including an extended probation period) the Employee may be terminated at any time, without notice or pay in lieu of notice, except as may be provided by the provisions of the *Alberta Employment Standards Code*.
- (d) The Employer shall provide a reason for the termination to the Employee, and the Employee shall not have recourse to the grievance procedure set out in this Collective Agreement.

16.09. Temporary Employees

A regular Employee who applies for and is successful on a temporary posting shall maintain his/her status as a Regular Employee. At the completion of the temporary term, the Regular Employee shall return to their former position.

A Casual Employee who applies for and is successful for a temporary position shall be entitled to the terms and conditions applicable to a Temporary Employee. At the completion of the temporary term, the Casual Employee shall resume the normal terms and conditions of employment applicable to a Casual Employee.

17. Classifications

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

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

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

17.05 In the event that the Employer changes the classification allocation of the work being performed by a Regular Employee, to a classification with a lower basic rate of pay, such Employee, while employed in such position, shall continue to receive her previous basic rate of pay until the basic rate of pay for the lower paid classification is equal to or greater than her previous basic rate of pay, or for a period four (4) months, whichever is earlier, at which time she will then receive the basic rate of pay for the classification to which the position is allocated.

17.06 A probationary Employee who becomes the successful applicant for a different job classification is required to complete the remainder of their initial probationary period.

18.01 Employee Orientation

- (a) Employees will be given a sufficient paid orientation under guidance and supervision to equip them for their work.
- (b) Including: an orientation for at least two (2) shift patterns if applicable (days, and/or evenings, and/or nights) that the Employer assigns the Employee to work;
- (c) The Employee's first (1st) four (4) shifts of resident care shall be under guidance in the relevant work area and should include dementia care and safety information as applicable by classification.
- (d) Employees absent from work for at least one (1) calendar year or more will be provided with appropriate support to properly re-orient them to the position.
- (e) An Employee's request for additional orientation shifts under guidance or supervision in resident care shall not be unreasonably denied and extended at the Employer's discretion.

19.01 In-Service and Professional Development

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

(b) Employees who, with the prior approval of the Employer, attend an in-service or development program (including e-learning) shall not suffer a loss of pay for such attendance.

(c) An Employee who is required to attend a training course or seminar, shall be paid at straight time for

19.02 The Employer may make available in-service education programs for the purpose of maintaining proficiency and safe work procedures. Those programs may include the following: first aid training, prevention of resident and staff abuse, managing aggressive behaviors, privacy and client confidentiality.

19.05 Professional Fees

The Employer shall pay a maximum of two hundred dollars (\$250.00) towards LPN professional registration fees on an annual basis upon receipt of confirmation of enrolment.

20.01 Hours of Work

(a) The following is not a guarantee of hours per day, per week or on a bi-weekly basis.

(b) Regular hours of work for full-time employees, except Licensed Practical Nurses, exclusive of meal periods shall be:

- (i) Seven point five (7.5) hours per day;
- (ii) Seventy-five (75) hours bi-weekly

(c) Regular hours of work, exclusive of meal breaks, for full-time Licensed Practical Nurses shall be:

- (i) Eleven and a half (11.5) consecutive hours per day;
- (ii) Eighty and a half (80.5) hours per two (2) week periods

(d) Regular hours of work shall be deemed to:

- (i) Include, as scheduled by the Employer, two (2) paid rest periods of fifteen (15) minutes during each full working shift of seven and one half (7.5) hours; or
- (ii) Include, as scheduled by the Employer, one (1) paid rest period of fifteen (15) minutes during each half shift of four (4) hours or more; and
- (iii) Exclude, a meal period of thirty (30) minutes to be scheduled by the Employer, during each working day, on which the employee works in excess of five (5) hours.

(e) Employees who are required by the Employer to remain in the building following the conclusion of their shift to provide a report to their colleagues arriving on the

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

(f) Unless an employee is directed by the General Manager or their immediate supervisor to work through their meal period or rest period, they are then expected to take all their designated breaks. Should an employee be directed to work through their meal period or rest period, the employee shall be given a full meal period or full rest period later in the shift. Where receiving a meal period or rest period is not possible, the Employee shall be paid for their meal period or rest period at one point five times (1.5x) the basic rate of pay.

(g) On the date fixed by proclamation, in accordance with the Daylight Savings Time Act, of conversion to Mountain Standard Time, regular hours of work shall be extended to include the resultant additional hour with additional payment due therefore at the overtime rate. On the date fixed by said Act for the resumption of Daylight Savings Time, the resultant reduction of one (1) hour in the shift involved shall be effected with the appropriate deduction in regular earnings.

(h) Employees who are required to remain in the building during their meal period will be paid one half (1/2) hour straight time. Such time will not constitute an extension to their normal shift.

(i) If the Employer requires an employee to work during his or her meal break, the Employee shall be paid for that meal break at one and one half time (1 ½ x) the basic rate of pay for the full meal break.

20.02 Overtime

(a) Overtime is all time authorized by the Employer for all hours worked as defined in 20.01

(b) (c)

(b) The overtime rate of one and one half (1 1/2X) times the applicable basic rate of pay shall be paid for overtime hours worked.

(c) No Employee may waive their entitlement to overtime.

(d) Daily overtime will be paid as one and one half (1 1/2X) times the employee's basic rate of pay for the first four (4) hours and two times (2X) the Employee's regular wage rate for all subsequent hours.

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

(f) When an Employee who is scheduled reports for work in a normal manner and is notified that no work is available employee shall receive a minimum of three (3) hours of pay. The Employer may assign work to the Employee for the three (3) hours.

(g) For the purposes of clarity, a full-time employee who is required by the Employer to work on their scheduled day off shall receive overtime premium of 1 ½ times their regular

straight time hourly rate.

20.08 Work Schedules

- (a) Work schedules covering a four (4) week period will be posted two (2) weeks in advance. Employee requests for specific days off must be submitted to the immediate supervisor two (2) weeks in advance of the scheduled shift.
- (b) The Employer will endeavour to schedule shifts such that there will be a minimum of twelve (12) hours off duty between shifts.
- (c) No Employee shall be scheduled to work more than five (5) consecutive days without being given two (2) or more days off work.
- (d) If the Employer intends to make any changes to the shift patterns or master schedules that are currently in place, the Union shall be notified and the parties will meet to discuss the changes being contemplated shall provide at least thirty (30) days of notice to the Union of its intention to change or revise shift rotations. The parties will meet to discuss the changes being contemplated at a convenient time within fourteen (14) days of the notice.

20.14 Shift Exchanges

- (a) Employees may exchange shifts with another regularly scheduled Employee provided that:
 - (i) The shift exchange is agreed to, in writing, between the affected employees of the same classification;
 - (ii) An Employee must submit a request in writing to their immediate supervisor not less than five (5) working days in advance of the scheduled shift, except in the case of emergency;
 - (iii) Shift exchange request forms approved or denied will be returned to the employee within two (2) business days, and approved exchanges will be recorded on the shift schedule;
 - (iv) The shifts exchanged will be within two (2) pay periods, unless otherwise mutually agreed;
 - (v) Once a shift exchange has been approved it will not be changed without mutual agreement between the Employer and Employees;
 - (vi) The shift exchange will not result in overtime or any additional cost to the employer.
- (b) Such exchange shall not be deemed a violation of the scheduling provisions of this Article.
- (c) There shall not be any permanent shift exchange arrangements.
- (d) It is understood that shift exchanges are not intended and will not be approved where the employee is consistently exchanging the same shift(s) and therefore is not fulfilling the requirements of their position.

21.01 Named Holidays

Employees shall be entitled to receive a day off with pay on or for the following Named Holidays:

New Year's Day	Labour Day
Alberta Family Day	Thanksgiving Day
Good Friday	Remembrance Day
Victoria Day	Canada Day
Christmas Day	Boxing Day
August Heritage Day;	

21.07 In lieu of named holidays, part-time and casual employees will be paid 4.23% of the basic rate of pay for hours worked in each bi-weekly period.

21.08 Overtime worked on a Named Holiday shall be paid two times (2X) the applicable basic rate of pay.

22 Annual Vacation

22.1 Definition:

For the purpose of this Article "Vacation" means vacation with pay:

22.2 Vacation Year

During each year of employment with the Employer as an Employee, an Employee shall earn entitlement to a vacation with pay to be taken in the next following vacation year.

22.3 The vacation year will commence on January 1st and end on December 31st of the following year.

22.4 Vacation Entitlement

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

During each year of continuous service in the employ of the Employer, an Employee shall earn entitlement to a vacation with pay to be taken in the next following vacation year and the rate of earning shall be as follows:

<u>Years of Service</u>	<u>Vacation Entitlement</u>
Less than 1950 hours paid	4% of gross earnings for the vacation year
1 to 3 Years	2 calendar weeks vacation with pay at 4% of gross earnings for the vacation year
4 - 8 years	3 calendar weeks vacation with pay at 6% of gross earnings for the vacation year
Effective January 1, 2022, add an additional step after 8 Years	4 calendar weeks vacation with pay at 8% of gross earnings for the vacation year
Effective January 1, 2022, add an additional step after 8 Years	4 calendar weeks vacation with pay at 8% of gross earnings for the vacation year

An employee with less than a year of service prior to the first of January in any one year shall be entitled to a vacation calculated on the number of months from the date of employment in proportion to which the number of months of the employee's service bears to twelve months.

Cessation of Vacation Accrual

Notwithstanding section 20.02, accrual of vacation pay will cease during a period of Employee absence in excess of thirty (30) calendar days, for any or a combination of the following reasons:

- (i) illness or injury, unless in receipt of sick leave with pay pursuant to Article 25, Sick Leave;
- (ii) in receipt of compensation from Workers Compensation Board in excess of thirty (30) calendar days;
- (iii) layoff
- (iv) Vacation benefits will accrue during the remainder of the vacation year proportionate to the period worked.

22.04 (a) (i) Scheduling/ Time of Vacation

Vacation earned in one (1) vacation year shall be taken during the next vacation year. The Employer shall endeavour to grant an Employee's vacation at a mutually agreeable time. Vacation requests shall not be unreasonably denied by the Employer.

Any remaining previously earned vacation time off not taken by the end of the vacation year in any given year shall be paid out.

22.04 (a) (ii)

The Employer shall post the vacation schedule planner by April 1st of each year, covering the period from January 1st of the following year until December 31st of the next subsequent year. Where an Employee submits her vacation preference by May 15th of that year, the Employer shall indicate approval or disapproval of that vacation request by June 30 of the same year.any given year shall be paid out.

22.04 (a) (iii)

The Employer shall arrange staff vacation schedules, considering operational requirements. In cases of conflict, preference for vacations shall be governed by seniority. Notwithstanding the foregoing, vacation requests submitted after vacation requests noted in paragraph 3 above, are subject to availability and shall be approved in the order they are received.

22.04 (a) (iv) Extending vacation with an unpaid leave of absence

See Letter of Understanding #2.

22.04 Vacation Carry-Over

- (a) Vacation earned during one (1) vacation year shall be taken during the next following vacation year. Employees may request to carry-over a maximum of five days of vacation from one year to the next. Employee requests to carry over vacation must be submitted in writing no later than December 1 of each calendar year. Such requests will not unreasonably be denied.
- (e) Any remaining previously earned vacation time off not taken by the end of the vacation year in any given year shall be paid out.

22.07 Vacation Pay for Casual Employees

Casual Employees shall be paid earned vacation pay on each payday. Casual Employees earn vacation pay at four-point eight percent (4.8%) of the Casual Employee's earnings.

22.09 Vacation Accrual upon termination

Employees who have terminated their employment shall be paid any outstanding vacation pay on their last cheque.

23. Sick Leave

23.1 Following the completion of probation, full time and part time employees are eligible for sick leave. Full-time and part-time employees will accrue three and three quarters (3.75) hours sick leave for every one hundred and sixty-two and one half (162.5) hours worked to a maximum of three hundred and forty-five (345) hours. The remaining sick leave credits will be transferred to the following year's sick leave bank. The maximum accrual of Sick Leave at any one time is three hundred and forty-five (345) hours.

23.2 When an Employee has accrued the maximum sick leave credits, the Employee shall no longer accrue sick leave credits until such time as the Employee's total accumulation is reduced below the maximum. At that time the Employee shall recommence accruing sick leave credits.

23.3 Sick leave will be granted only for and limited to instances such as personal illness or injury, disease, and non-elective surgery.

23.4 Notifying the Employer

(a) Employees reporting sick shall contact the Employer as soon as possible in order that a replacement may be arranged for or duties redistributed. Failing to do so, the Employee shall be considered absent without leave and the Employer shall make a deduction in pay for the time which expires between the time the Employee should have reported for work and the time at which the Employee reported sick.

(b) During an illness of undetermined length, the Employee will notify the Employer of their progress weekly and provide the Employer with a physician's notice of their readiness to return to work as far in advance as possible.

(c) Sick relief shifts accepted by Employees may be canceled by the Employer, with as much advance notice as possible, when the regular incumbent returns to work.

23.5 Subject to the provisions of the Annual Vacation section herein, an Employee granted sick leave shall be paid at their basic rate of pay for regularly scheduled hours absent due to illness, and the number of hours thus paid shall be deducted from their accumulated sick leave credits up to the total amount of their accumulated credits at the time the sick leave commenced.

23.6 Proof of Illness

(a) An Employee may be required to provide a doctor's note, as satisfactory proof of absence and illness for sick leave credits.

(b) If the Employee requires a sick leave certificate in accordance with the collective agreement and the doctor charges the employee for such certificate, the Employer will pay up to twenty-five (\$25.00) dollars for the certificate.

(c) The Employer will advise an Employee of their accumulated sick leave credits when requested.

23.7 Upon termination of employment, all sick leave credits shall be canceled, and no payment shall be due.

23.8 An Employee who has exhausted their sick leave credits during the course of an illness, and the illness continues, shall be required to pay the full cost of the group benefits plan. The Employee shall advise the Employer of their intent to remain on the health benefit plan in writing and shall make arrangements to pay the premiums in a lump sum or on a monthly basis. A failure to remit the payment required will result in cancellation of benefit

24. Workers Compensation

24.03 Employees shall not be entitled to a named holiday or a compensating day off in lieu of a Named Holiday from the Employer while receiving benefits from Workers' Compensation.

24.04 An Employee who has been on Workers' Compensation in excess of thirty (30) calendar days and who is certified by the Workers' Compensation Board to be fit to return to work and who is capable of performing the duties of her former position, shall provide the Employer with one-week written notice of readiness to return to work. The Employer may accommodate return to work sooner than one week where agreeable between the Employer, the Union and the Employee.

25. Leaves of Absences

25.01 General Conditions:

- (a) Requests for a leave of absence, without pay or benefit of Employer Contributions will, where possible, be made in writing to the Site Administrator/Manager six (6) weeks in advance, except that in extenuating circumstances the time factor may be waived or reduced. The granting of leaves of absence is subject to the approval of the Employer. A Leave of Absence in extenuating circumstances will not be unreasonably denied. Except in exceptional circumstances, the Employer will reply, in writing, to a request for leave of absence within fourteen (14) days of receipt of the request.
- (b) Such leave may be extended with the written approval of the Employer in extenuating circumstances. Except in extenuating circumstances, an Employee who has been granted leave of absence and overstays the leave without permission of the Employer shall automatically terminate her employment with the Employer.
- (c) Employees shall not be entitled to Named Holidays with pay, which may fall during a period of leave of absence without pay. Vacation and sick leave credits shall not accrue during the leave of absence.

- (d) Employees granted leave may, at the discretion of the Employer, be required to use up accumulated vacation entitlement prior to returning to duty.
- (e) For the portion of maternity leave during which an Employee has a valid health related reason for being absent from work and who is in receipt of sick leave benefit plan premium payments shall be administered in the same fashion as an Employee absent due to illness.
- (f) Subject to the terms, conditions, and limitations of the applicable plans, group insurance benefits shall be provided by the Employer for the first thirty (30) days after the leave begins. Employees will become responsible for the full cost of benefits if they wish the coverage to continue.
- (g) The Employee will be reinstated in the same or comparable position with earnings and other benefits equal to those received when the Leave began.

25. Maternity, Parental, Adoption Leave

(a) Maternity Leave

- (i) An Employee who has completed ninety (90) days of continuous employment shall, upon her written request, be granted maternity leave to become effective twelve (12) weeks immediately preceding the expected date of delivery, or such shorter period as may be mutually agreed upon between the Employer and Employee, provided, however, that where in the opinion of the Employer her ability to carry out her normal work assignment becomes limited, she may be placed on maternity leave earlier. Where possible, the Employee shall advise the Employer of her intended commencement date of maternity leave fourteen (14) calendar days in advance, but in any event, shall give the Employer an estimated commencement date no later than six (6) weeks prior to the estimated date of delivery.
- (ii) An Employee must take at least six (6) weeks of Maternity Leave after the birth of her child, unless the Employer agrees to early resumption of employment. The Employee must provide a medical certificate indicating that resumption of work will not endanger her health.
- (iii) The Employee must give at least four (4) week's written notice that she/he intends to return to/not return to work.

(b) Parental Leave

- (i) An employee who is a father and/or same sex partner who has completed ninety (90) days of continuous employment shall, upon his written request, be granted an unpaid leave of absence to commence fourteen (14) days prior to the delivery or such longer period as may be mutually agreed between the Employee and the Employer. Such leave shall be without pay and benefits and shall not exceed sixty two (62) weeks.

(ii) For birth mothers, maternity/parental leave entitlement may be a combination of sixteen (16) weeks of maternity leave followed by sixty-two (62) weeks of Parental Leave for a total of seventy-eight (78) weeks. Maternity Leave shall be without pay and benefits except for the portion of Maternity Leave during which the Employee has a valid health-related reason for being absent from work.

(iii) The Employee must give at least four (4) week's written notice that she/he intends to return to/not return to work.

(c) Adoption Leave

(i) An Employee who is an adoptive parent for any child under age 18 who has completed ninety (90) days of continuous employment with the Employer shall upon her written request, be granted leave without pay for up to sixty-two (62) weeks as necessary for the purpose of adopting a child.

(ii) The Employee may commence adoption leave upon one (1) days' notice provided that application for such leave is made when the adoption has been approved and the Employer is kept informed of the progress of the adoption proceedings.

(iii) The Employee must give at least four (4) week's written notice that she/he intends to return to/not return to work.

Parental/Adoption Leave may be taken by one parent or shared between two parents but the total combined leave cannot exceed seventy-eight weeks, unless extended by mutual agreement between the Employer and the Employee.

Parental/Adoption Leave can begin at any time after the birth or adoption of the child but must be completed within seventy-eight weeks of the date a baby is born, or an adopted child is placed with the parent.

25.03 Bereavement Leave

(a) When a death occurs in the immediate family of an Employee, the Employee shall be granted Bereavement Leave for three (3) consecutive days without loss of income, commencing or ending with the day of the funeral, or other time frame as mutually agreed.

(b) "Immediate family" shall mean: mother, father, step-parent, sister, brother, spouse, child, brother-in-law, sister-in-law, son-in-law, daughter-in-law, parents of spouse, grandchild, grandparent and grandparent-in-law

(c) Bereavement Leave shall be extended by up to two (2) additional days with no loss of income if travel out of province is necessary for the purpose of attending the funeral. At the time of the Bereavement Leave notification, the Employer may request reasonable evidence of travel out of province.

- (d) In the event of a spring internment, an employee may request in writing to their manager to save one (1) of the days identified without loss of pay to attend the internment which shall be subject to approval of their manager.
- (e) Bereavement Leave with pay may be granted for one (1) day for the funeral/memorial service of a close friend or more distant relative than outlined in 25.03 (b) depending on the needs of the operation.

25.05 Domestic Violence Leave

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

23.06 Court Appearance

If an employee is required to serve as a juror in any court of law, or is required to attend as a witness in a court proceeding in which the Crown is a party, or is required by subpoena to attend a court of law or coroner's inquest in connection with a case arising from the employee's duties at the Residence, the employee shall not lose regular pay because of such attendance, including the selection and all preliminary processes, provided that the employee:

- (i) notifies the Employer immediately on the employee's notification that they will be required to attend at court;
- (ii) presents proof of service requiring the employee's attendance; and
- (iii.) deposits with the Residence the full amount of compensation received, excluding mileage, travelling and meal allowance, and an official receipt thereof.

25.07 Employment Standards Leaves

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

26. Wages

- 26.01 Wages shall be paid in accordance with this Agreement.
- 26.02 Wages rates are effective on the dates specified in this Agreement
- (a) An Employee's Basic Rate of Pay will be advanced to the next higher Basic Rate of Pay upon completion of the hours worked in their respective classifications.
 - (b) For clarity, hours counted towards an Employee's next increment include hours worked as follows:
 - (i) regular shifts;
 - (ii) relief or extra shifts;
 - (iii) Employer paid education shifts;
 - (iv) paid Named Holidays and worked Named Holidays;
 - (v) paid Vacation days; and
 - (vi) all paid absences.
- 26.03 Advancement on the pay grid is based on the attainment of the actual hours worked in the respective classification.
- 26.04 Paydays shall be on bi-weekly basis by direct deposit, into the Employee's account at a major banking institution of the Employee's choice. The Employee will receive a statement of earning with all deductions on the payday. In the event the Employer changes its payroll system or pay days, the Union and the Employees will be notified at least ninety (90) calendar days in advance of such change(s).
- 26.05 Should the Employer issue an overpayment of wages and/or entitlements, the Employer may make the necessary monetary or entitlement adjustments and take such internal administrative action as is necessary to correct such errors. The Employer shall notify the Employee in writing that an overpayment has been made and discuss repayment options. By mutual agreement between the Employer and the Employee, repayment arrangements will be made. In the event mutual agreement cannot be reached, the Employer shall recover the overpayment by deducting up to ten percent (10%) of the Employees' gross earnings per pay period

28. Shift Differentials, weekend premium and pyramiding

28.01 Evening Shift

Effective two (2) full pay periods following ratification, a Shift Differential of two dollars and twenty-five cents (\$2.50) per hour shall be paid:

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

28.02 Night Shift

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

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

28.03 Weekend Premium

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

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

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

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

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

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

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

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

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

31. Other Compensation: In-Charge Pay/Responsibility Pay

Effective upon the date of ratification of this Collective Agreement, and in addition to any other premiums payable under article 28, the In-Charge Pay Premium will be applicable to an Employee who is:

- (a) employed as and working in her professional capacity as a Licensed Practical Nurse or Health Care Aide; and
- (b) who has been assigned by an out-of-scope Manager of the Employer to perform the functional In Charge Responsibilities of a Unit. In recognition of this assigned In Charge/ Responsibility role, a Licensed Practical Nurse or Health Care Aide will be paid an In-Charge Pay Premium of one dollar and fifty cents (\$1.50) per hour.

33. Registered Retirement Savings Plan (RRSP)

The Employer shall provide and administer voluntary contributions to an RRSP program to include the following:

- (a) The Employer will deduct from eligible Employees up to five percent (5%) of the Employee's gross earnings of each pay period to be placed directly into a group RRSP; and
- (b) In addition to the Employee's contributions, the Employer will match the Employee's contribution of up to two and one-half-percent (2.5%) of the Employee's gross earnings of each pay period to be deposited directly into the RRSP plan.

34. Health Care Benefits

The Employer shall provide the following group plans for which the Employer agrees to pay fifty (50%) percent of the health (including drug) and dental benefits. The Employee agrees to pay one-hundred (100%) of the premiums for life insurance, travel insurance and hospital benefits.

The group plans include:

- a) An Extended Health Care Medical Supplementary benefits plan which provides a benefit of sixty per cent (60%) direct payment provision (direct billing drug card) for eligible physician or dentist prescribed drug medication and supplies.
- b) A dental plan which provides reimbursement according to the Alberta Dental Association fee guide of fifty per cent (50%) of regular dental and orthodontic procedures up to a maximum annual reimbursement of one thousand (\$1000) dollars.
- c) Worldwide Travel Benefit (with respect to accidental or unexpected illness outside Alberta);

- d) Group Life Insurance Benefit (\$25,000)
- e) Dependent Life Insurance Benefit (\$10,000 for Spouse and \$5000 for children)

38. Casual Employees

The provisions of this Collective Agreement as they apply to Casual Employees is remitted back to the parties for further bargaining.

40. Contracting Out

See Letter of Understanding #3.

41. Layoff and Recall

41.01 Notice

When, in the opinion of the Employer, it becomes necessary to displace an Employee, due to reduction of the work force, or reduction in regularly scheduled hours of work of a Regular Employee, or wholly or partly discontinue an undertaking, activity or service, the Employer will notify the Union fourteen (14) calendar days prior to the date of layoff, except that the notice shall not apply where layoff results from an act of God, fire, flood or a natural disaster.

47.02 Joint Discussions

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

47.03 Layoff Process

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

- (b) Temporary Employees shall be released prior to regular Employees being laid off, provided the regular Employees have the ability to perform the work involved.

41.04 Recall

- (a) Employees on lay off shall be recalled in the order of their seniority for the job classification in the worksite, subjected to Article 15 - Seniority.
- (b)
 - (i) The Employer shall notify the Employee of the date of return to work when recalled from layoff. The Employer may agree to an alternate date should the Employee request.
 - (ii) Employees on layoff are responsible for informing the Employer of any changes in address or telephone number, which may be used to contact the employee for recall.
- (c) In any event, should an Employee fail to return to work on the specified date, the Employee will forfeit any claim to re-employment.
- (d) Regular Employees on lay off may accept casual work without affecting their recall status and seniority standing upon recall. Such Employees shall be governed by the Collective Agreement provisions applicable to Casual Employees.
- (e) The Employer will not hire new Employees into a classification when others in that classification are on layoff subject to ability to do the work required.

41.05 Health and Insurance Benefits

Employees on layoff shall make prior arrangements for payment of the full premiums of any applicable health and insurance benefits.

42. Workload: Employee Orientation

In accordance with 18.07, when Bargaining Unit Employees are directed to orient new Employees, their workload shall be amended during orientation shifts to allow time for such training.

Wages

Year 1: November 22, 2018 to November 21, 2019. A **1.5% increase wage** for all hours worked by employees between November 22, 2018 to November 21, 2019.

Year 2: November 22, 2019 to November 21, 2020. Implement the wage grid (attached as **Appendix A**).

Red circled² employees shall receive a **1.5% lump sum payment** for all hours worked between November 22, 2019 to November 21, 2020.

Year 3: November 22, 2020 to November 21, 2021. A **1.5 %** increase on the wage grid.

Red circled employees shall receive a **1.5% lump sum payment** for all hours worked between November 22, 2020 to November 21, 2021.

Year 4: November 22, 2021 to November 21, 2022: A 2.0% increase on the wage grid for all hours worked between November 22, 2021 to November 21, 2022.

Red circled employees shall receive a **2.0% lump sum payment** for all hours worked between November 22, 2021 to November 21, 2022.

Retroactivity

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

² **Red Circling:** Employees with wage rates at the date of ratification that do not correspond with the implemented wage grid will be red-circled until such time that their accumulated hours corresponds with a step in the wage grid which exceeds their existing wage rate.

Employees with wage rates over and above the wage grid shall be red circled until such time as the classifications wage rate in the agreement catches up.

LETTERS OF UNDERSTANDING

Letter of Understanding #1: Seniority

- (a) The parties agree that the previous service of Employees with Rosedale Limited Partnership at Griesbach shall be recognized in the Griesbach seniority list.
- (b) The parties agree that the previous service of Employees with Rosedale Limited Partnership at Heritage Valley shall be recognized in the Heritage Valley seniority list.

Letter of Understanding # 2: Extending vacation with an unpaid leave of absence

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

Letter of Understanding #3: Contracting Out

Where the Employer finds it necessary to transfer, assign, sub-contract or outsource any work or functions performed by Employees covered by this Agreement, the Employer shall notify the Union with as much notice as possible but in any event, not less than sixty (60) days in advance of such change and shall meet, discuss and consult with the Union about reasonable measures regarding the interests of affected Employees. This article does not apply to occasional use of staffing agencies to supplement staff if call in procedures as per 20.13 have failed to result in sufficient staffing levels being present.

Conclusion:

The parties are directed to draft and execute a Collective Agreement in accordance with the determinations of the Arbitration Board.

The Arbitration Board expressly reserves jurisdiction to clarify and address any issues arising from the implementation or the directions set out in this Interest Arbitration Award. The parties are free to re-number the provisions.

Both Bob Bass, the Employer's nominee, and Kathie Milne, the Union nominee, concur with this Interest Arbitration Award with the exception of those items set out in their respective dissenting opinions attached to this Award.

The board members wish to recognize the efforts of the parties and their counsel in the preparation of their respective written and oral submissions in these interest arbitration proceedings



August 4, 2022

JOHN M. MOREAU, Q.C.

APPENDIX A

<u>Job Class</u>	<u>Steps</u>	<u>New Grid</u> (effective November 22, 2019)
LPN	Start	\$26.26
	Probation (480 hours)	\$27.01
	1 Year (1950 hours)	\$27.80
	2 Year (3900 hours)	\$28.72
	3 Years (5850 hours)	\$29.59
	4 Years (7800 hours)	\$30.46
	5 Years (9750 hours)	\$31.50
HCA	Start	\$19.25
	Probation (480 hours)	\$19.75
	1 Year (1950 hours)	\$21.15
	2 Year (3900 hours)	\$21.60
	3 Years (5850 hours)	\$22.00
	4 Years (7800 hours)	\$22.40
	5 Years (9750 hours)	\$22.87
Cook	Start	\$20.71
	Probation (487 hours)	\$21.02
	1 Year (1950 hours)	\$21.33

Cook Heloer	Start	\$17.26
	Probation (487 hours)	\$17.51
	1 Year (1950 hours)	\$17.78
Dishwasher	Start	\$15.15
	Probation (487 hours)	\$15.30
	1 Year (1950 hours)	\$15.45
Server	Start	\$15.30
	Probation (487 hours)	\$15.61
	1 Year (1950 hours)	\$15.84
Housekeeping	Start	\$16.24
	Probation (487 hours)	\$17.00
	1 Year (1950 hours)	\$18.00
Activity	Start	\$18.27
Aide/Dining	Probation	\$19.25
Supervisor	1 Year (1950 hours)	\$20.00

Dissenting Opinion of the Employer Nominee

This was a daunting task, particularly for the chair.

A significant portion of this first agreement was in dispute as the Board embarked on its tasks.

Many of the issues were complex and required a very specific knowledge of the workplace.

For example, the chair took on the task of addressing all of the complex hours of work and scheduling issues. I would have put the hours of work issues back to the parties with a strong direction to resolve them in a manner which reflected status quo. My sense is that is result in the final award, but only time will tell. The complexities of an hours of work provision in a first agreement usually requires a negotiated result reflect the input from the employees and senior managers that operate the facility on a day-by- day basis. I applaud the work of the chair in that regard, but I worry that we may have missed something.

I must also dissent on the matter of accumulated sick days and the CNO reimbursement, both of which exceeded the decision of mediator Smith and the ratified Eau Claire agreement.

That being said, it is virtually impossible to satisfy both nominees with the number of provisions being arbitrated.

All of which is respectfully submitted,

Bob Bass

Employer Nominee

Dissenting Opinion of the Union Nominee

I respectfully dissent with the overall analysis and ultimate decision with respect to market and normative wage increases for these health care workers.

With respect and notwithstanding Mediator Smith's report, such analysis and result flies in the face of the micro and macro-economic evidence provided by the Union that was in no way rebutted by the Employer.

It flies in the face of the indisputable labour market reality that the unemployment rate in health care is less than 1% and that in fact there exists an extreme labour shortage in this critical industry that will not be helped by awards such as this one.

It also flies in the face of the labour market imperatives that have been acutely emphasized by the essentiality of the services rendered by these workers during the Pandemic.

If ever there was a doubt that these workers were critically essential to society that doubt has now been completely eviscerated.

And yet, awards such as this one fail to recognize that they should be paid in a way consistent with that status.

Kathie Milne

Union Nominee