



COLLECTIVE AGREEMENT

Between

YARROW LIMITED

PARTNERSHIP - SWEETGRASS

and the

**ALBERTA UNION OF PROVINCIAL
EMPLOYEES**

LOCAL 047 CHAPTER 046

Expires: December 31st, 2025

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PREAMBLE

Where it is the desire of both parties to this Agreement

- (a) to encourage efficiency in operation;
- (b) to establish and maintain harmonious relations and settled conditions of employment between the Employer and the Union;
- (c) to provide for a prompt and orderly method of settling complaints which may arise under this Agreement.

It is the desire of both parties to provide a high standard of care for Residents to meet their physical, emotional and spiritual needs in a safe comfortable environment, treating the Residents and their family members with the respect and dignity they deserve.

ARTICLE 1
TERM OF AGREEMENT

1.01 This collective agreement shall be in force and effect from January 1, 2021 to December 31, 2025, and from year to year thereafter unless amended or terminated.

Notification of desire to amend or terminate may be given in writing by either party to the other party during the period between sixty (60) and one hundred and twenty (120) days prior to its expiration.

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

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

Any changes deemed necessary in the Collective Agreement shall be made by mutual agreement at any time during the existence of this Collective Agreement. Such changes shall be in writing and duly signed by authorized agents of the Parties.

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

In the case of the Employer to:

Senior Director
300 – 55 Water Street
Vancouver, BC V6B 1A1

And in the case of the Union to:

The President
Alberta Union of Provincial Employees
10451 – 170 Street NW
Edmonton, AB T5P 4S7

ARTICLE 2
DEFINITIONS

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

- 2.07 (a) "Employer" shall mean Yarrow Limited Partnership (Sweetgrass). and include such officers as may from time-to-time be appointed, or designated; and
- (b) "General Manager" shall mean the person who is responsible for the day-to-day operation of Yarrow Limited Partnership (Sweetgrass). In the absence of the General Manager an appointed alternate shall be designated to act in their capacity.
- 2.08 For the purposes of interpretation, whenever there is reference to gender in the Collective Agreement, it is to be all inclusive and gender neutral (e.g. he/she/they), and the singular shall include the plural and vice-versa, wherever the context so requires.
- 2.09 "Site" shall mean the entirety of Yarrow Limited Partnership (Sweetgrass).
- 2.10 "Shift" shall mean a daily scheduled hours of work of not less than three (3) consecutive hours, excluding overtime hours.
- 2.11 "Shift Cycle" means the period of time when the shift schedule repeats itself. In those instances where the schedule does not repeat itself, the term "Shift Cycle" shall be understood to mean a period of time not exceeding twelve (12) weeks.
- 2.12 For the purpose of applying the terms of this Collective Agreement, time worked shall be deemed to have been worked on the day on which the majority of hours of the shift fall.
- 2.13 (a) "Union Representative" means a representative from the Union authorized by the Union to act on behalf of an Employee; and
- (b) "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.
- 2.14 "Local" means a Local and Chapter of AUPE.
- 2.15 "Bargaining Unit" shall mean the unit of Employees as described on the Labour Relations Board Certificate.
- 2.16 "Position" means: the Employee status; the classification; and the full-time Equivalency (FTE).
- 2.17 "Classification" refers to the current classifications in the bargaining unit that are listed in Schedule "A" of this agreement.
- 2.18 "FTE" means Full-Time equivalent.
- 2.19 "Status" for employment means - Regular Employee or Casual Employee or Temporary Employee.
- 2.20 The words "bi-weekly" shall mean the two calendar weeks constituting a pay period. A pay period commences on Sunday and ends on Saturday.
- 2.21 Shift schedule is the list of shifts that are required to be worked. Such schedules shall be posted.
- 2.22 Master rotation is the master work schedule of off-duty and on-duty shifts which rotates a consistent pattern of shifts that repeats itself during a maximum twelve (12) week period.

- 2.23 "Licensed Practical Nurse" (LPN) means a person who is registered as a licensed nurse and who holds a current practice permit pursuant to the *Health Professions Act and Regulations*.
- 2.24 "Health Care Aide" (HCA) is an Employee who has successfully completed and holds a recognized certificate as a Health Care Aide or equivalent. Only Employees holding a recognized certification as a Health Care Aide shall be employed as a Health Care Aide.

ARTICLE 3

OCCUPATIONAL HEALTH AND SAFETY COMMITTEE (OHS)

- 3.01 An OHS Committee will be established at the worksite. The Union will have the right to designate up to three (3) members of the bargaining unit as members of this committee.
- AUPE will make every reasonable effort to designate a member from a variety of departments.
- An AUPE Staff Representative may attend the meetings.
- 3.02 An Employer and Union representative shall be designated as joint Chairpersons, and shall alternate in presiding over meetings.
- 3.03 Minutes of each Occupational Health & Safety Committee meeting will be kept. The minutes shall be subject to approval by the committee and, upon approval, the approved minutes shall be available for employees to review.
- 3.04 The Committee shall concern itself with any and all matters related occupational health and safety that either party wishes to raise. In addition the committee shall consider such matters as Occupational Health & Safety and may make recommendations to the Employer in that regard. The committee will function in accordance with the regulations published pursuant to the *Alberta Occupational Health & Safety Act* or such other safety rules and practices as mutually agreed.
- The basic rate of pay will be paid to such Employee for time spent in attendance at a meeting of this committee.
- 3.05 The Union and the Employer agree to encourage Employees to cooperate fully in the observation and participation of all safety rules and procedures.
- 3.06 The Employer shall have in place harassment and working alone policies, which shall be reviewed annually by the Occupational Health and Safety Committee.

ARTICLE 4

UNION RECOGNITION

- 4.01 The Employer recognizes the Alberta Union of Provincial Employees as the sole and exclusive collective bargaining agent on behalf of all Employees included in the Certificate #58 -2016 issued by the Alberta Labour Relations Board as may be amended from time to time.
- 4.02 No Employee shall be required or permitted to make any written or verbal agreement, which may be in conflict with the terms of this Collective Agreement.

- 4.03 The parties shall exchange lists of designated persons who may generate or receive correspondence arising out of the administration of the Collective Agreement. The lists shall be updated as changes occur.
- 4.04 Persons whose jobs are not in the bargaining unit shall not work on a job which is included in the bargaining unit, except in an emergency or when a regular employee is not available or for the purposes of training or instruction, and provided the act of performing the work does not reduce the hours of pay or work of any regular employee.
- It is understood that the excluded personnel (as identified in Letter of Understanding #4) if qualified, as part of his/her duties, has the right to occasionally do the work of Employees covered by this Agreement or for the purposes of instructing new Employees and for filling shifts if no regular employee is available.
- 4.05 It shall be the responsibility of the Employee to keep the Employer informed of their current address, in case it is necessary to notify the Employee of any matter under this Agreement. Notices may be given personally or by registered mail addressed to the Employee at their last known address shown on the payroll system. Such notice shall be deemed to have been given on the date the notice was hand delivered or registered with the Postal Authorities.
- 4.06 (a) The Union agrees that it will not conduct Union business on the Employer premises without the Employer's approval.
- (b) The Employer shall grant Union Representatives access to its premises for Union business subject to approval of the General Manager or their designate.
- (c) Union bargaining unit membership meetings may be held on Employer premises subject to the prior approval of the Employer.
- (d) The Union shall notify the Employer in writing of the name of each Union Steward.
- 4.07 Employees shall be permitted to don items displaying Union Insignia during all hours of employment, provided they adhere to the Employer's Dress Code, Health and Safety and/or other applicable policies.

ARTICLE 5
BULLETIN BOARDS

- 5.01 The Employer shall provide a bulletin board, which shall be placed in the staff room so that all Employees shall have access to it. It is not the intention of the Union to post anything objectionable or offensive.

ARTICLE 6
MANAGEMENT RIGHTS

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

ARTICLE 7
DUES DEDUCTIONS AND UNION BUSINESS

- 7.01 The Employer agrees to deduct from the wages of Employees covered by this Collective Agreement as a condition of employment, an amount equal to the monthly Union dues as determined by the Union. In all instances, such deductions shall be forwarded to the Union no later than the fifteenth (15th) day of the following month in which the dues were deducted.
- 7.02 Such deductions shall be accompanied by a list that shall indicate each Employee's name, along with the amount deducted and shall indicate newly hired and terminated Employees.
- The remittance list shall specify the following:
- (a) the Employee's name;
 - (b) mailing address;
 - (c) classification and position;
 - (d) site and department;
 - (e) status (Regular Full-time, Regular Part-time, Temporary, Casual);
 - (f) hourly rate of pay and full-time equivalency [FTE];
 - (g) the amount of deduction for each Employee;
 - (h) the Employee's gross pay; and
 - (i) long-term absence status (where applicable).
- 7.03 The Employer agrees to show the total amount of Union dues on the Employee's T-4 slips.
- 7.04 (a) The Union shall advise the Employer in writing of any changes in the amount of dues to be deducted from the Employees covered by this Collective Agreement. Such notice shall be provided at least thirty (30) calendar days prior to the effective date of change.
- (b) The Union will save the Employer harmless from any claims that may arise from any action taken at the request of the Union.
- 7.05 The Employer agrees that upon request a Union Representative shall be given the opportunity to make a twenty (20) minute presentation during the orientation program to newly hired Employees working within the bargaining unit, for the purpose of advising the Employee of their rights and obligations under this Agreement. The Employer will advise the Union of the date, time and location of the new employee orientation.
- 7.06 Representative of the Alberta Union of Provincial Employees
- Employees shall have the right at any time to have the assistance of a Representative of the Alberta Union of Provincial Employees when dealing with the Employer on matters related to labour relations issues, investigations or potential discipline or termination.

- 7.07 No individual Employee or group of Employees shall undertake to represent the Union at meetings with the Employer without proper authorization of the Union. As per 4.03, the Union will provide the Employer a list of those Stewards authorized to handle grievances, bargaining or otherwise represent Employees. Stewards shall not leave their duties to perform Union business, without the prior approval of the General Manager. Permission will not be unreasonably withheld.
- 7.08 Where a Steward or Union Representative is not available a scheduled meeting with an Employee shall not be postponed for a period in excess of forty-eight (48) hours from the initially scheduled time and date of that meeting.
- 7.09 The Employer will provide a copy of all postings, notices of hire or terminations, and disciplines to the Union.

ARTICLE 8

RESPECTFUL WORKPLACE – NO DISCRIMINATION OR HARASSMENT

- 8.01 The Employer or the Union shall not discriminate at any time against any Employee on account of creed, colour, nationality, ancestry or place of origin, political beliefs, gender, gender identity, gender expression, sexual orientation, marital status, physical or mental disability, ancestry, place of origin, source of income, family status, age or because of their connection with trade Union organizations;
- 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.
- 8.02 The Employer, the Union and Employees are committed to a safe and respectful workplace where workplace violence, bullying, and harassment are not tolerated. The Employer has Policy dealing with the handling of issues arising from workplace violence, bullying and harassment. The Parties agree that for the purposes of this agreement, the Employer's Policy and Procedure will be followed. Bullying and Harassment does not include normal supervision, management intervention and redirection, or discipline for just cause.
- 8.03 The Union and the Employer recognize the diversity of the workplace and the multi-cultural and linguistic composition of the workforce. Employees shall speak the English language while on employer-paid time, unless required otherwise for the care of the resident. However, while on unpaid time, Employees may speak any language provided that they are not in the residents' rooms or the common or service areas at the site.
- 8.04 The parties recognize the value of informal discussion between Employees and their supervisors, and between the Union and the Employer, with the intent that problems and concerns be resolved without recourse to formal complaint.
- 8.05 As part of the informal resolution, an Employee who has a concern of workplace violence, discrimination, bullying or harassment has a responsibility to document the incident and advise the respondent that their actions are unwanted and improper. If the Employee is uncomfortable or feels intimidated about confronting the respondent, the Employee shall contact their immediate supervisor, manager or Union Representative for assistance.

- 8.06 When an Employee submits a complaint of workplace violence, discrimination, bullying or harassment, the process of investigating the complaint will proceed in accordance with the Employer's Policy and Procedure. All Employees are required to cooperate with the investigation and maintain confidentiality.
- 8.07 If the investigation determines that workplace violence, discrimination, bullying or harassment, has occurred, the Employer may impose disciplinary action, up to and including termination.
- 8.08 If the investigation determines that the Employee acted in bad faith in making the complaint of workplace violence, discrimination, bullying or harassment, the Employer may impose disciplinary action, up to and including termination.
- 8.09 The Employer will not tolerate any form of retaliation against an Employee who, makes a complaint of workplace violence, discrimination, bullying or harassment. Any alleged retaliation may be subject to an investigation under the Employer's Policy and Procedure.

ARTICLE 9
CLASSIFICATIONS AND JOB DESCRIPTION

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

ARTICLE 10
HOURS OF WORK AND WORK SCHEDULES

- 10.01 **REGULAR HOURS**
- (a) (i) Regular hours of work shall be seven and one half (7 1/2) hours or eight (8) hours per day per day as required by the classification, exclusive of unpaid breaks and overtime. Shifts of shorter duration may be scheduled depending on the needs of the and
- (ii) Thirty-seven and one half (37 1/2) hours per week or forty (40) hours per week as applicable by classification averaged over one complete cycle of the shift schedule; and
- (iii) The bi-weekly work period shall consist of seventy-five (75) hours bi-weekly or eighty (80) hours bi-weekly as applicable by classification.
- (b) Hours of work for days and evening HCA's are seven point five (7.5) paid hours per and thirty seven point five (37.5) per week

- (c) Hours of work for night HCA's are eight (8) paid hours inclusive of a thirty (30) minute paid meal break and forty (40) hours per week.
- (d) REGULAR HOURS – LPN
 - (i) Regular hours of work shall be between nine (9) and twelve (12) hours per day exclusive of an unpaid meal break, exclusive of an unpaid meal break and averaged over a maximum forty-two (42) hours per week; and.
 - (ii) Except where overtime is necessitated, maximum on-site hours shall not exceed twelve and a half (12 1/2) hours per day, as determined by the start and finish times of the shift; and
 - (iii) Seventy-two (72) hours of work averaged over a two (2) week work period.

10.02

REST PERIODS AND MEAL PERIODS

- (a) During each scheduled shift of five (5) hours or more, an Employee is entitled to one (1) unpaid break of one-half (1/2) hour.
- (b) And for LPN's working the extended work day as regular hours of work and shall be deemed to:
 - (i) include as scheduled by the Employer, two (2) paid rest period of fifteen (15) minutes during each full shift; and
 - (ii) exclude one (1) thirty (30) minute unpaid meal period as scheduled by the Employer
- (c) For LPNs working the night shift include one (1) thirty (30) minute paid meal break, which shall be included in the shift.
- (d) If the Employer requires an Employee to be readily available for duty during their unpaid break, the Employee shall be so advised in advance and be paid for that break period at one and one half (1 ½ X) times the Employee's basic rate of pay.
- (e) For each period of three hours worked, an Employee shall be entitled to a fifteen (15) minute paid rest break.
- (f) If an Employee is recalled during thier unpaid break or rest period the Employee shall be given a unpaid break or rest period later in the Employee's shift or where it is not possible to get their unpaid period or rest break the Employee shall be paid at one and one half (1 ½ X) times their basic rate for the length of the break.

10.04

SHIFT SCHEDULES

The shift schedules shall be posted on a notice board, at least fourteen (14) days prior to the effective date of the schedule. Shift schedules shall be of four (4) weeks duration. When a change is made in the shift schedule by the Employer, the Employee shall be informed and when the change is made with less than ten (10) days notice the Employee shall be paid at one and one half (1 ½ X) times their basic rate of pay for the first shift of the changed shift schedule.

SHIFT EXCHANGE

- 10.05 (a) Regular full-time Employees and regular part-time Employees may exchange shifts amongst themselves provided that:
- (i) the exchange is agreed to, in writing, between the affected Employees; and
 - (ii) the request is submitted to the General Manager at least twenty-four (24) hours in advance of the exchange;
 - (iii) prior approval in writing of such exchange has been given by the General Manager or designate; and
 - (iv) if so approved, the exchange shall be completed within a seven (7) day period.
- (b) The Employer's reply shall also be in writing.
- (i) A mutual exchange shall be recorded on the shift schedule
 - (ii) A regular full-time or part-time Employee shall not mutually exchange shifts with a casual Employee unless the casual Employee has been given a shift and is on the shift schedule.
- (c) A mutual exchange shall not be deemed a violation of the provisions of this Agreement.
- (d) In any event it is understood that a mutual exchange initiated by the Employee and approved by the Employer shall not result in overtime compensation or payment, or any other claims on the Employer by an Employee under the terms of this Agreement.
- 10.06 Requests for specific days off shall be submitted to the General Manager no less than five (5) days before the posting of the schedule.

SHIFT SCHEDULES

- 10.07 Shift schedules for regular and temporary full time and part-time Employees shall provide for the following:
- (a) (i) not less than twelve (12) hours off duty between shifts;
 - (ii) not more than ten (10) days worked in a fourteen (14) calendar day period;
 - (iii) not more than seven (7) days worked in a row without the mutual agreement of the Employee and the Union;
 - (iv) a maximum average of thirty-seven and one half (37 1/2), forty (40) or forty two (42) hours worked per week based upon the classification;
 - (v) not more than seven and one half (7 1/2) hours per day or eight (8) hours per day or nine (9) hours per day or twelve (12) hours per day based on the classification and unless otherwise agreed to by the Employee, the Employer and the Union,
 - (vi) two (2) days off per week based upon the position's master rotation including days of rest on two (2) weekends in a five (5) week period. "Weekend" shall mean a Saturday and the following Sunday, assuring a minimum of fifty-six hours off duty.

- (b) The basic rate of pay will prevail for additional hours of work assigned to a regular part-time Employees beyond the Employee's scheduled hours, unless the Employee becomes subject to the overtime provision.
- (c) Should any of the above not be followed, the Employee shall be entitled to overtime rates of pay.

10.08 The Employer, in scheduling shifts, shall take into consideration an Employee's request for certain shift schedules, subject to the requirements of Article 10.06, although the Employer retains the discretion to schedule as it deems necessary.

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

- (a) are made available to relieve for absences, the duration of which is less than ninety (90) calendar days; or
- (b) are not regularly scheduled; shall advise the General Manager, in writing, as to the extent of their availability by the fifth (5th) day of each month; and
- (c) preference for additional hours of work shall be given to available regular part-time Employees prior to casuals who have requested additional hours of work.

10.10 The basic rate of pay will prevail for casual Employees beyond the Employee's scheduled hours, provided:

- (a) the assignment is accepted;
- (b) the hours worked do not exceed seven and one-half (7 1/2) hours or eight (8) hours or nine (9) hours per day or twelve (12) hours per day based upon the classification;
- (c) the hours worked do not exceed seventy-five (75) hours or eighty (80) hours or eighty-four (84) hours over a period of fourteen (14) calendar days;
- (d) casual Employees do not work in excess of seven (7) consecutive days without days off without the mutual agreement of the Employee and the Union;
- (e) casual Employees do not work in excess of ten (10) days in a fourteen (14) day period; and
- (f) not less than twelve (12) hours off between shifts;

10.11 MINIMUM HOURS FOR A SHIFT

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

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

ARTICLE 11
OVERTIME

11.01 OVERTIME DEFINED

Overtime is all time authorized in advance by the General Manager in excess of seven and one half (7 1/2) hours, eight (8) hours or nine (9) hours per day or seventy-two (72), seventy-five (75) or eighty (80) hours based upon the classification in a two week rotation period.

In emergent situations where an LPN is required to work overtime they shall seek authorization at the earliest opportunity.

All prior authorized overtime shall be paid at the rate of one and one-half times (1 ½ X) the basic rate of pay for all hours that are worked.

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

11.03 TIME OFF IN LIEU OF OVERTIME

(a) Overtime may be accumulated to a maximum of forty-two (42) hours and taken in time off at a mutually acceptable time at the applicable premium rate. Time off not taken by March 31st in any given year shall be paid out unless otherwise mutually agreed. Such request to carry over lieu time shall be submitted by the Employee in writing prior to March 31st and shall not be unreasonably denied.

(b) The Employee shall be paid for the time taken off in place of overtime pay at the same rate the Employee would have been paid wages had the Employee worked those hours on a normal working day.

(c) If time off in place of overtime pay is not provided and taken in accordance with the foregoing, the Employee will be paid overtime pay in accordance with Article 11.

11.04 CALL BACK

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

ARTICLE 12
SHIFT DIFFERENTIAL

12.01 EVENING SHIFT

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

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

12.02 NIGHT SHIFT

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

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

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

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

ARTICLE 13
WEEKEND PREMIUM

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

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

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

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

ARTICLE 14
SENIORITY

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

14.02 (a) Seniority shall be considered broken, all rights forfeited, and there shall be no obligation to rehire when:

(i) the employment relationship is terminated by either the Employer or the regular Employee, or

(ii) eighteen (18) months has expired following lay-off; or

(iii) the Employee retires.

(b) Seniority will not accrue:

(i) thirty (30) days after being laid off;

(ii) with any unpaid medical leave of absence in excess of thirty (30) days; or

(iii) any unpaid leave in excess of thirty (30) days.

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

SENIORITY LIST

14.04 (a) The Employer will maintain a seniority list, to be posted on the Bulletin Board at the site.

(b) Such seniority lists will be updated and posted not less frequently than every six (6) 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.

(c) An up to date seniority list and a list of Employees on lay-off shall be sent to the Union in January of each year and when any regular Employee is served notice of lay-off, and such list shall indicate each Employee's classification.

14.05 Same Seniority Dates

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

ARTICLE 15
VEHICLE ALLOWANCE

15.01 An Employee who is required to use their personal vehicle on Employer business will be compensated for mileage at a rate of forty-four cents (\$0.44) per kilometer for such business mileage including those occasions when such individual is called back to work.

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

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

ARTICLE 16
JOB POSTING, PROMOTIONS, VACANCIES

16.01 Vacant positions will be posted in the site for ten (10) calendar days. Each posting shall state the following information:

- (a) responsibilities;
- (b) qualifications;
- (c) basic rates of pay;
- (d) employment status and full time equivalency;
- (e) to whom applications should be submitted;

- (f) competition number; and
 - (g) closing date and time (e.g.: date 12:00 p.m.).
- 16.02 If no suitable internal applications are received from bargaining unit Employees by the completion of the posting period, the Employer may fill the vacancy at its discretion.
- 16.03 Until the vacancy is filled, the Employer may fill the vacancy, with part-time or casual Employees pursuant to Article 2.06. If a position changes from temporary to permanent, or from part-time to full-time, such positions shall be posted in accordance with Article 16.01.
- 16.04 Both parties recognize:
- (a) the principal of promotion within the service of the Employer;
 - (b) In making appointments the qualifications such as job knowledge, experience and education shall be the primary consideration, but where such qualifications are equal, seniority shall be the determining factor.
 - (c) The qualifications for the posted position or vacancy shall be consistent with the responsibilities specified in the posting including acceptable performance of the Employee's current job.
- 16.05 In making appointments, as a result of posted vacancy, preferential consideration over outside applicants shall be given to Employees who possess the required qualifications needed to fill the position. In considering internal applicants, the Employer will use the following order of consideration:
- (a) regular Employees;
 - (b) next, laid off regular Employees;
 - (c) next, temporary and casual Employees ordered by date of hire.
- Temporary and casual Employees hired for a regular position shall have their seniority backdated to the original date of hire.
- 16.06 When filling vacancies within the bargaining unit, the determining factors shall be the most requisite job related skills, training, knowledge and other relevant attributes and where these factors are considered by the Employer to be equal and satisfactory, seniority shall be the deciding factor.
- 16.07
- (a) The Employer shall confirm in writing to the Employee at the time of hire, the employment status, the classification, the full-time equivalency (FTE) and rate of pay for the position the Employee is filling.
 - (b) The Employer, if requested by the Employee, will discuss with the unsuccessful applicant ways in which they can improve their qualifications for future postings.
 - (c) Within seven (7) days of the appointment to a vacant position, the name of the successful candidate will be posted on the Job Opportunities Bulletin Board. The Union shall be notified regarding the name of the successful candidate.

- 16.08 Promotions to Different Classifications Within the Bargaining Unit
 Successful applicants to different classifications within the bargaining unit shall serve a trial period of three (3) months for full-time Employees and five hundred and three and three quarter (503.75) hours worked for part-time Employees. Conditional upon performance satisfactory to the Employer, such trial promotion or transfer shall become permanent. The Employer may appoint the applicant to the position prior to the completion of the trial period. During this trial period, the Employee may choose to return or the Employer may return the Employee, if they prove to be unsatisfactory in the new position, to the Employee's former position and basic rate of pay without loss of seniority.
- 16.09 The foregoing provisions shall be waived and inoperative when placement of an Employee in a job within the bargaining unit is effected to accommodate a request by the Workers' Compensation Board.
- 16.10 A Regular Employee who applies for and is successful on a temporary posting shall maintain their status as a Regular Employee. A Casual Employee who applies for and is successful for a temporary position shall receive all entitlements and benefits applicable to a Temporary Employee. At the completion of the temporary term, the Regular Employee shall return to their former position. At the completion of their temporary term, the Casual Employee shall resume the normal terms and conditions of employment applicable to a Casual Employee.

ARTICLE 17
LAYOFF AND RECALLS

- 17.01 Regular Employees may be laid off in accordance with the provisions of this Article.
- 17.02 For the purpose of this Article the following definitions shall apply:
- (a) "lay-off - a separation from employment as a result of lack of work, or a reduction in hours to full-time or part-time Employees.
 - (b) "seniority" - the length of continuous employment at the site.
- 17.03 Except in circumstances beyond the reasonable control of the Employer, the notice of layoff of the Employees shall be as follows:
- (a) fourteen (14) calendar days for full-time and part-time Employees.
- 17.04 When Employees are to be laid off, the Employer shall layoff such Employees in the affected classification in reverse order of their seniority.
- 17.05 The time spent by probationary Employees on layoff will be added to the probationary period at the time of recall.
- 17.06 When an Employee has been given notice of lay-off or notice of position abolishment, the Employee has the option of:
- (a) accepting a vacant position for which they are qualified based upon applicable classification if available;
 - (b) working as a casual Employee; or
 - (c) bumping a less senior Employee in a position based upon applicable classification.

- 17.07 Seniority is lost, all rights are forfeited, and the Employer shall not be obliged to recall an Employee:
- (a) when the Employee resigns or employment is properly terminated; or
 - (b) when the Employee does not return to work on recall within three (3) working days of the stated reporting date, or the Employee cannot be located after reasonable effort on the part of the Employer to recall the Employee; or
 - (c) upon the expiry of eighteen (18) months following layoff during which time the Employee has not been recalled to work.
- 17.08 If a permanent Employee has not been recalled within eighteen (18) months from the date of layoff, the Employee shall be entitled to severance pay of two (2) weeks per year of service.
- Severance pay will not be paid out to an Employee who resigned, retired, failed to return to work when recalled, or whose employment was properly terminated. Severance pay of two (2) weeks per year of service will be paid in the event of closure.
- 17.09 This Article does not apply to temporary Employees whose employment is terminated at the end of a specific term of employment.
- 17.10 Recall Procedure
- Employees shall be recalled by classification in the order of their seniority. Notice of recall shall be sent by mail to the Employee's last known address. The Employee must respond in writing to the notice within fourteen (14) calendar days of receipt of such notice, of their intention to either accept or decline the offer of recall. In the event that they do not respond to the notice, they shall lose all seniority and shall have been considered to have resigned their employment.
- 17.11 No New Employees
- No new Employees shall be hired for a position while there are Employees on layoff with seniority who are qualified and available to perform the work.
- Casual Shifts
- 17.12
- (a) Employees on layoff shall indicate in writing on a regular basis to the Employer their availability to work casual shifts.
 - (b) Casual shifts shall be offered to Employees who have the requisite job-related skills, training, knowledge and other relevant attributes to perform the work, in the following order, except where resident care requirements are such that this order is not possible:
 - (i) Regular Employees who have been reduced in regular hours of work through the operation of this Article, in order of seniority; then;
 - (ii) Casual Employees and Regular Part-time Employees who have indicated their willingness to work additional shifts.
 - (c) Employees on layoff who refuse casual shifts may do so without adversely impacting their recall rights.
- 17.13 Advise Union
- In the event of layoffs and recalls, the Employer agrees to advise the Union.

- 17.14 Grievances on Layoffs and Recalls
Grievances concerning layoffs and recalls shall be initiated at Step 2 of the Grievance Procedure.

ARTICLE 18
PROBATIONARY PERIOD AND ORIENTATION

- 18.01 A newly hired Employee shall serve a probationary period of five hundred (500) hours worked or twelve (12) calendar months whichever comes first, following the commencement of employment with the Employer.
- 18.02 The Employee, if determined by the Employer to be unsatisfactory, may be dismissed at any time during the probationary period with notice. The Employer shall provide a reason for termination to the Employee in writing, and the Employee shall not have recourse to the grievance procedure as set out in this agreement.
- 18.03 The Employer shall provide a paid orientation of up to three (3) complete shifts for new Employees and such additional shifts as approved by the General Manager.

ARTICLE 19
GRIEVANCE PROCEDURE

- 19.01 Grievance Definition
A grievance shall be defined as any difference arising out of an interpretation, application, administration, or alleged violation of this Collective Agreement.
- (a) an individual grievance is a dispute affecting one (1) Employee. Such grievance shall be initiated at Step 1 of the grievance procedure as outlined in Article 19.05 except in cases of suspension or dismissal which will commence at Step 2: or
 - (b) a group grievance is a grievance affecting two (2) or more Employees. Such grievance shall be initiated at Step 2 and be processed in the same manner as an individual grievance as outlined in Article 19.05. A group grievance shall list all Employees affected by the grievance and the results of the grievance shall apply, proportionately if applicable, to all Employees listed on the original grievance; or
 - (c) a policy grievance is a dispute between the Parties which, due to its nature, is not properly the subject of an individual or group grievance. Such grievance shall be initiated, in writing, within fifteen (15) days of the date the aggrieved Party first became aware of the event leading to the grievance. If the policy grievance is a Union grievance, it shall commence at Step 2. If the policy grievance is an Employer grievance it shall be directed to the Union President and the President shall render a written reply within five (5) days of receipt. Upon receipt of the response or failure to reply, the Employer may advance the grievance to arbitration.
- 19.02 Authorized Representatives
An Employee may have the assistance of a Union Representative at any time during the grievance procedure.

19.03 Time Limits

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

19.04 Mandatory Conditions

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

19.05 Steps in the Grievance Procedure

(a) Step 1

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

(b) Step 2

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

(c) Step 3

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

19.06 Arbitration

- (a) Either party wishing to submit a grievance to arbitration shall, within twenty (20) days of the receipt of the decision at Step 2 of the grievance procedure, notify the other party in writing of its intention to do so and name its appointee to the Arbitration Board, or state its desire to meet to consider the appointment of a single Arbitrator.
- (b) Within twenty (20) days of receipt of notification provided for as above, the party receiving such notice shall:
 - (i) inform the other party of the name of its appointee to the Arbitration Board; or

- (ii) arrange to meet with the other party in an effort to select a single Arbitrator. Where an agreement cannot be reached on the principal and/or selection of a single Arbitrator an Arbitration Board shall be established.
- (c) Where appointees to the Board have been named by the parties, they shall, within twenty (20) days, endeavour to select a mutually acceptable Chairperson of the Arbitration Board. If they are unable to agree upon the choice of a Chairperson, application shall be made to the Director of Alberta Mediation Services to appoint an Arbitrator pursuant to the provisions of the *Alberta Labour Relations Code*.
- (d) The Arbitration Board shall hear and determine the difference and shall issue an award in writing, and the decision is final and binding upon the parties and upon the Employee(s) affected if the decision of the majority of the Board is the award of the Arbitration Board. Where there is no majority, the decision of the Chairperson shall be the decision of the Board.
- (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 expense of its appointee to the Arbitration Board. The fees and expenses of the Chairperson or single Arbitrator shall be borne equally by the two (2) parties to the dispute.

ARTICLE 20
DISCIPLINE AND DISCHARGE

- 20.01 The Employer shall only discipline or discharge for just cause. Both parties recognize the value of progressive discipline.
- 20.02 Unsatisfactory conduct and/or performance by an Employee may be grounds for discipline up to and including dismissal. Unsatisfactory conduct and/or performance by an Employee, which is not considered by the Employer to be serious enough to warrant suspension or dismissal, may result in a written warning to the Employee.
- 20.03
 - (a) A written warning shall provide the specifics of the issue(s) that gave rise to the disciplinary action, shall provide direction regarding work performance expectations and a time line for improvement, as well as indicating that further discipline or dismissal may follow any similar or other infractions. A copy of the written warning shall be placed on the Employee's personnel file. A copy of the written warning shall be forwarded to the Union.
 - (b) The action of suspension or dismissal shall be within fifteen (15) calendar days of the completion of the Employer's investigation into the matter. When action involves a suspension, the notice shall specify the time period of the suspension. In the event an Employee is suspended or dismissed, the Employer shall provide written reasons for the suspension or dismissal to the Employee and the Union forthwith and in any event not later than five (5) calendar days of the action being taken.

- 20.04 Where circumstances permit, the Employer shall schedule a disciplinary discussion with the Employee by giving reasonable advance notice, which shall not be less than twenty-four (24) hours. At such discussion the Employee may be accompanied by a representative of the Union.
- 20.05 In the event that an Employee is reported to their licensing body by the Employer, the Employee shall be so advised, and unless otherwise requested a written copy shall be forwarded to the Union forthwith.
- 20.06 The Employee will sign any written notice of discipline for the sole purpose of indicating that they are aware of the disciplinary notice.
- 20.07 A claim by an Employee that they have been unjustly disciplined or discharged will be treated as an individual grievance, commencing at Step 2 of the grievance procedure, provided the person submits their written grievance, dated and signed within fifteen (15) calendar days after the date of the discipline.
- 20.08 An Employee who has been subject to disciplinary action may, after twenty-four (24) months, exclusive of absences of thirty (30) days or more, have the discipline removed from their personnel file. The Employer will remove the discipline provided the Employee's file does not contain any further record of disciplinary action similar in nature during the twenty-four (24) month period.
- Substantiated instances of harassment or resident abuse shall remain on an employee's file indefinitely. Notwithstanding, after thirty-six (36) months, exclusive of absences of thirty (30) days or more, discipline received for harassment or resident abuse shall not be relied upon for the purposes of progressive discipline provided the Employee's file does not contain any further record of disciplinary action similar in nature during the thirty-six (36) month period.
- 20.09 An Employee shall have the right to have a Union Steward or a Union Representative present when disciplinary notice is issued verbally or in writing.

ARTICLE 21
NAMED HOLIDAYS

- 21.01 (a) All full-time Employees shall receive the following Named Holidays:
- | | |
|------------------|---|
| New Year's Day | Labour Day |
| Family Day | Thanksgiving Day |
| Good Friday | Remembrance Day |
| Victoria Day | Christmas Day |
| Canada Day | Boxing Day |
| August Civic Day | National Day for Truth and Reconciliation |
- Upon the proclamation of any named holiday by the Federal, Provincial, or Municipal Governments, the Employer and the Union shall meet within thirty (30) days to discuss the possible addition of the named holiday into the current Collective Agreement.

- (b) In order to qualify for holiday pay Employees must work their full scheduled shift immediately preceding and immediately following the holiday, except where the Employee is absent due to illness, bereavement leave or vacation or approved leaves with pay.
- (c) All part-time and casual Employees shall receive Named Holiday pay at the rate of five (5%) percent of the Employees basic rate of pay, general holiday pay, and vacation pay earned in the four (4) weeks immediately preceding the Named Holiday
- (d) All part-time and casual employees required to work on a Named Holiday shall be paid, in addition to (c) above one and one half times (1.5X) their basic rate of pay plus any applicable shift premiums for all hours worked
- (e) Notwithstanding the foregoing, while:
 - (i) on layoff, or
 - (ii) in receipt of compensation from the Worker's Compensation Board, or
 - (iii) on leave of absence in excess of thirty (30) calendar days for any reason an Employee shall not be entitled to:
 - (1) a day off with pay; or
 - (2) payment in lieu thereof for the aforementioned Named Holidays.

21.02

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

ARTICLE 22
SICK LEAVE

22.01

Sick leave is an insurance provided by the Employer for the purposes of maintaining regular earnings (exclusive of overtime and other premiums) during absences due to illness or accident for which compensation is not payable under the Worker's Compensation Act, or by quarantine by the Medical Officer of Health.

- 22.02 (a) An Employee shall be allowed a credit for sick leave from the date of employment at the rate of ~~zero point eighty-five (0.85)~~ of one (1) day for each full month of employment up to a maximum credit of ninety (90) working days. Part-time employees shall earn sick leave credits on a pro-rata basis to a full-time employee.
- An Employee shall not be entitled to use sick leave credits prior to the completion of their probation period.
- (b) Notwithstanding the foregoing, while an Employee is
- (i) on layoff, or
 - (ii) in receipt of compensation from the Worker's Compensation Board, or
 - (iii) on other leaves of absence in excess of thirty (30) calendar days for any reason
- sick leave credits shall not accrue.
- 22.03 The Employee's eligibility sick benefits will be reinstated once the Employee returns to regularly scheduled full-time or part-time scheduled work for one month, unless subsequent absences are a continuation of the previous illness or injury.
- 22.04 Proof of Illness
- Employees may be required to submit satisfactory proof to the Employer of any claim for sick leave. Payment of sick leave benefits shall not be effected until the required proof has been provided.
- Where the Employee must pay a fee for such proof or medical evidence or the costs of an independent medical examination, the full fee paid by the Employee shall be reimbursed by the Employer.
- 22.05 When an Employee has accrued the maximum sick leave credit of ninety (90) working days, they shall no longer accrue sick leave credits until such time as their total accumulation is reduced below the maximum. At that time the Employee shall recommence accumulating sick leave credits.
- 22.06 Upon request of an Employee but not more frequently than once a year, the Employer shall advise an Employee of their accrued sick leave credits.
- 22.07 For the purpose of computing sick leave accumulation, the following shall be counted as working days:
- (a) days on which the Employee is on vacation
 - (b) days on which the Employee is on leave of absence with pay pursuant to the terms of this Collective Agreement; and
 - (c) days on which the employee is absent attending official Union business for which the Employer is fully reimbursed by the Union.
- 22.08 Employees whose sick leave credits are exhausted shall apply for a leave of absence without pay for medical reasons. The Employer will advise the Employee, in writing, of the disposition of such request.
- 22.09 The return to work of an Employee in accordance with this Article shall not be construed as being in violation of the posting and/or scheduling provisions.

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

ARTICLE 23
LEAVE OF ABSENCE

- 23.01 General Conditions:
- (a) Requests for a leave of absence, without pay will, where possible, be made in writing to the General Manager/Designate nineteen (19) days in advance, except that in extenuating circumstances the time factor may be waived or reduced. The granting of leaves of absence is subject to the approval of the Employer. Except in exceptional circumstances, the Employer will reply, in writing, to a request for leave of absence within five (5) days of receipt of the request.
 - (b) Except in cases of extenuating circumstances, an Employee, who exceeds their approved leave of absence for three (3) calendar days or misses three (3) consecutive days of work without notifying the Employer, shall be considered to have abandoned their position.
 - (c) Employees shall not be entitled to Named Holidays with pay, which may fall during a period of leave of absence without pay.
 - (d) Employees granted leave of absence for more than one (1) month may, at the discretion of the Employer, be required to use up accumulated vacation entitlement prior to returning to duty.

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

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

IN SERVICE EDUCATION

23.03 The parties recognize the value of continuing in-service education for Employees. For the purpose of this Article, "in-service" includes: orientation, acquisition and maintenance of essential skills and other programs, seminars or workshops offered by the Employer. The Employer agrees to pay for courses and/or training that Employees are required to attend. When an Employee attends one of the required courses or training sessions, they shall do so at the basic rate of pay, plus travel, accommodations and meal allowance when such in-service education is not provided at the work site.

- (a) The following courses as a minimum, shall be provided to Employees on an annual basis:
 - (i) anti-choking maneuvers;
 - (ii) fire, evacuation and disaster procedures;
 - (iii) proper lifting and prevention of back injuries;
 - (iv) Workplace hazardous Materials Information System (WHMIS)
- (b) The Employer shall consider requests by Employees for additional training that would assist the Employees in providing high-quality service to the residents in a safe environment. The Employer retains the discretion whether to offer additional training.

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

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

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

23.06 Bereavement Leave

An Employee shall be granted four (4) days bereavement leave without loss of regular earnings in the event of the death of the following relatives:

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

In the event of a death of another relative or close friend, the Employer may grant up to one (1) day off with pay to attend the funeral services.

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

23.08 Maternity/Parental Leave

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

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

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

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

23.09 Adoption Leave

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

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

23.10 Court Appearance

The Employer shall grant a leave of absence to a Regular Employee who serves as a juror or witness in any court, provided evidence of subpoena is submitted to the Employer. The Employer shall pay such a Regular Employee the Employee's normal earning. Any monies the Employee receives for services, excluding expenses, shall be paid to the Employer. The Regular Employee will present proof of service and the amount of pay received.

23.11 Civic Obligations

The Employer will provide time off for voting as provided in current legislation.

23.12 Personal Days

Full-time and Part-time Employees shall be allowed up to three (3) days leave per year for personal reasons, paid from sick leave credits.

TIME OFF FOR UNION BUSINESS

- 23.13
- (a) When it is necessary for a Union member to make a request for a leave of absence without pay to perform the duties of any office of the local chapter or of the parent association, the application for leave must be made in writing to the Employer for approval.
 - (b) The Employer shall not unreasonably withhold leave of absence, without pay, for Employees elected or appointed to represent the Union at Conventions, Workshops, Institutes, Seminars, and Schools or to attend meetings as a member of the Union's Provincial Executive Board or to conduct other union business.
 - (c) To facilitate the administration of union leave as provided within this Collective Agreement (Clause 23.13 (a), (b) and (d)), where union leave has been granted, the Employer will continue the salary, plus any shift differential and/or weekend premium the Employee would have been paid had they been at work during such leave.

In turn, the Employer shall invoice the Union and shall be reimbursed for the actual salary plus any shift differential and/or weekend premium paid to the Employee or for the replacement salary costs, whichever is greater, plus an amount determined by the Employer to cover the costs of benefits and administration.
 - (d) An Employee who is elected for a full-time position with the Union shall be granted leave of absence without pay and without loss of seniority for a maximum period of two (2) years. Such leave of absence shall be renewable for a further term upon request. If it is permissible under the Pension and Group Life plan and any other welfare plans, the Employee shall have the right to pay the full cost, including the Employer's share, during the period of such leave of absence.

NEGOTIATIONS

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

ARTICLE 24 VACATION

24.01

Definition

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

- (a) "Vacation" means annual vacation with pay.
- (b) "Date of Employment" means the date of hire with the Employer.
- (c) "Wages" means basic rate of pay multiplied by hours worked for everything except overtime, general holiday pay, vacation pay upon termination, and termination pay.
- (d) Vacation year shall be January to December.

24.02

Time of Vacation

- (a) During each continuous year of service, an Employee shall earn entitlement to a vacation with pay, to be taken in the next following calendar year.
- (b) All vacation earned during one calendar year shall be taken in the following vacation year at a mutually agreeable time.
- (c) Where the number of Employees indicating a preference for a specific period exceeds the number of Employees as determined by the Employer that can be allocated vacation during that period, seniority within the classification shall be the deciding factor. However, the application of seniority shall not be used to overturn vacation period for Employees with less seniority where the Employer has already approved the vacation.
- (d) Where the number of Employees indicating a preference for a specific period exceeds the number of Employees as determined by the Employer that can be allocated vacation during that period, the date of request will be the deciding factor.
- (e) Regular Employees shall be granted their choice of vacation periods, however, the final allotment of vacation remains within the responsibility and authority of the Employer.

- (d) A request may be made in writing to the Employer to utilize vacation credits prior to the completion of the calendar year in which the credits are earned. The request shall be subject to the approval of the Employer and shall not exceed the number of vacation days accrued to the date of the request.
- (e) A vacation period may be divided by mutual agreement between the Employee and the Employer.
- (f) An Employee who has less than one year service prior to the first day of November in any one (1) calendar year, shall be entitled to vacation entitlement calculated on the number of months from the date of employment in proportion to which the number of months of the Employee's service bears to twelve months.
- (g) An Employee shall be entitled to receive her vacation in an unbroken period unless otherwise mutually agreed between the Employee and the Employer.
- (h) An Employee may request that a portion of their annual vacation leave entitlement that exceeds the minimum vacation leave as provided in *Employment Standards* be carried over to the next year. The request must be in writing and should include the purpose for the vacation carry-over. Such requests shall not be unreasonably denied.

24.03

Vacation Entitlement

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

From the start of employment But less than three (3) years	Four percent (4%) of gross wages, which equates to ten (10) scheduled working days
Three (3) years but less than eight (8) years	Six percent (6%) of gross wages which equates to fifteen (15) scheduled working days
Eight (8) years but less than fifteen (15) years	Eight percent (8%) of gross wages which equates to twenty (20) scheduled working days
Fifteen (15) years but less than twenty (20) years	Ten percent (10%) of gross wages which equates to twenty-five (25) scheduled working days
Twenty (20) years or more of employment	Twelve percent (12%) of gross wages which equates to thirty (30) scheduled working days

A regular part-time Employee shall earn vacation prorated based upon hours worked relative to a full-time Employee.

24.04

Vacation with pay shall not accrue during periods while:

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

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

- 24.05 Vacation Pay
Vacation pay shall be at the rate of pay currently in effect at the time of the vacation.
- 24.06 All annual vacation requests shall be received by the General Manager or designate.
- 24.07 A vacation list shall be made available to the staff as early as is practical in the new calendar year stating vacation days entitlement available for the current vacation year.
- 24.08 An Employee required by the Employer to return to work during their vacation will receive one and one half times (1 ½ X) their Basic Rate of Pay for hours worked. In addition to receiving the premium pay, the time so worked will be rescheduled as vacation leave with pay.
- 24.09 Vacation Pay on Termination
- (a) If employment is terminated by an Employee without giving proper notice, notwithstanding any other provisions of the Collective Agreement, such Employee shall receive vacation pay at the rate prescribed in the *Employment Standards Code* concerning vacation with pay. The Employer may waive this clause if termination is due to illness or for other reasons, which are acceptable to the Employer.
 - (b) If employment is terminated, and proper notice given, the Employee shall receive payment in lieu of the Employee's accrued vacation bank.
 - (c) When an Employee is discharged for cause, vacation pay shall be at the rate prescribed in the *Employment Standards Code*.
- 24.11 Casual Employees
Casual and Temporary Employees shall receive vacation pay in accordance with the *Alberta Employment Standards Code*.

ARTICLE 25
PAY GUIDELINES

- 25.01 The Employer has a computerized payroll system. Paydays shall be every second Friday.
- 25.02 The Employer shall pay for hours worked in accordance with the hourly wages set forth in Schedule "A" attached hereto and forming part of this Agreement. The Basic Rates of Pay as set out in the Salaries Schedule shall be applicable to Employees covered by this Collective Agreement.
- 25.03 Subject to any of the other terms of this Collective Agreement providing for the withholding or delay in granting of an increment, an Employee's basic rate of pay will be advanced to the next higher basic rate of pay following:
- (a) in the case of a regular full-time Employee, one (1) year of service; or

- (b) in the case of a regular part-time Employee and a casual Employee, Employees shall advance from their initial placement on the salary scale to the next step, if applicable, as set out in the Salaries Schedule upon completion of one thousand nine hundred and fifty (1,950) hours worked, and then shall receive further Pay Step advancements, if applicable, based upon completion of one thousand eight hundred and six point seven five (1806.75) hours worked at each subsequent Pay Step in the pay range.

OVERPAYMENT

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

UNDERPAYMENT

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

PAYROLL

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

PAY FOR ATTENDING MANDATORY MEETINGS

- 25.09 Employees required by the Employer to attend staff meetings and committee meetings shall be paid at the applicable rate of pay for attendance at such meetings.

ARTICLE 26
PYRAMIDING

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

ARTICLE 27
EMPLOYEE BENEFITS

- 27.01 Employer shall provide the group plans as outlined in Schedule "B" attached to this Collective Agreement.

- 27.02 The Employer will enroll:
- (a) Regular Full-time employees provided they are not covered by a spouse's group plan or alternative employer group coverage.
 - (b) Regular Part-time employees who are working a minimum of twenty-four (24) hours per week averaged over one (1) complete cycle of the shift schedule provided they are not covered by a spouse's group plan or an alternate employee group coverage.
 - (c) The parties agree to adhere to the terms and conditions of the benefit carrier.
- 27.03 REGISTERED RETIREMENT SAVINGS PLAN (R.R.S.P. PLAN)
- (a) The Employer shall provide a voluntary R.R.S.P. for all Regular benefit eligible Employees. Participating Employees may contribute to the RRSP Plan and the Employer shall match the Employee's contribution up to three percent (3%) of the Employee's gross earnings.
 - (b) The parties agree to adhere to the terms and conditions of the group R.R.S.P.

ARTICLE 28
LABOUR MANAGEMENT COMMITTEE

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

ARTICLE 29
PERSONNEL FILES

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

ARTICLE 30
COPIES OF COLLECTIVE AGREEMENT

- 30.01 Copies of the Agreement
- The Employer and the Union shall share the cost of duplicating the Collective Agreement. The Employer and the Union shall mutually agree upon the cost of an appropriate printer and the Union shall be responsible for duplicating the Collective Agreement.
- 30.02 The Employer shall provide each new Employee with a copy of the Collective Agreement.

ARTICLE 31
UNIFORMS

- 31.01 Protective clothing and safety equipment shall be supplied by the Employer as required by the *Occupational Health and Safety Act*.
- 31.02 Employees shall furnish, supply and maintain their own everyday work apparel.

ARTICLE 32
PROFESSIONAL FEES

- 32.01 An Employee shall be eligible for reimbursement of dues paid to their Professional College, to a maximum of two hundred and fifty dollars (\$250.00), if:
- (a) at the beginning of their next registration year, the Employee has an active registration in their Professional College, and requires such active registration to perform their duties; and
- (b) they have accumulated a minimum of eight hundred nine (809) hours actually worked in the previous fiscal year.

SCHEDULE "A"
SALARY SCHEDULE

Wage Increase 0%

January 1, 2021

POSITION	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7
Cook	18.57	19.14	19.71				
Care Aide	18.55	19.12	19.69	20.28	20.90		
Certified Health Care Aide	20.73	21.80	22.53	23.20	23.96	24.48	25.20
LPN	27.53	28.73	29.86	31.03	32.20	33.31	34.66
Maintenance	24.22	24.94	25.70				

**Retroactive Wage Increase
1.00%**

January 1, 2022

POSITION	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7
Cook	18.76	19.33	19.91				
Care Aide	18.74	19.31	19.89	20.48	21.11		
Certified Health Care Aide	20.94	22.02	22.76	23.43	24.20	24.72	25.45
LPN	27.81	29.02	30.16	31.34	32.52	33.64	35.01
Maintenance	24.46	25.19	25.96				

**Retroactive Wage Increase
1.25%**

January 1, 2023

POSITION	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7
Cook	18.99	19.57	20.16				
Care Aide	18.97	19.55	20.14	20.74	21.37		
Certified Health Care Aide	21.20	22.29	23.04	23.72	24.50	25.03	25.77
LPN	28.15	29.38	30.54	31.73	32.93	34.06	35.44
Maintenance	24.77	25.50	26.28				

Wage Increase
1.75%

January 1, 2024

POSITION	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7
Cook	19.32	19.92	20.51				
Care Aide	19.30	19.89	20.49	21.10	21.75		
Certified Health Care Aide	21.57	22.68	23.44	24.14	24.93	25.47	26.22
LPN	28.65	29.89	31.07	32.29	33.50	34.66	36.06
Maintenance	25.20	25.95	26.74				

Wage Increase
2.00%

January 1, 2025

POSITION	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7
Cook	19.71	20.31	20.92				
Care Aide	19.69	20.29	20.90	21.52	22.18		
Certified Health Care Aide	22.00	23.14	23.91	24.62	25.43	25.98	26.75
LPN	29.22	30.49	31.69	32.93	34.17	35.35	36.79
Maintenance	25.71	26.47	27.28				

RETROACTIVITY

Wages are effective on the dates identified in Appendix A Wage Schedule. Employees employed on the date of ratification will be entitled to retroactivity from the effective date of each increase. Retroactivity will be paid no more than ninety (90) days after ratification.

All other changes are effective the date of ratification.

SCHEDULE "B"
EMPLOYEE BENEFITS
 SCHEDULE "B" - EMPLOYEE BENEFITS

The following group insurance plans shall be implemented and continued:

Employee Basic Life Insurance	\$25,000, reducing by 50% at age 65
Dependent Basic Life Insurance	
Spouse	\$10,000
Child	\$5,000
Optional Life Insurance	Available in \$10,000 units to a maximum of \$500,000, for you or your spouse, subject to approval of evidence of insurability
	If you are covered under this plan as both an employee and a spouse, you are limited to the \$500,000 maximum
Employee Accidental Death, Dismemberment and Specific Loss (Principal Sum)	An Amount equal to your Life Insurance
Healthcare	
Covered expenses will not exceed customary charges	
Deductible	Nil
Reimbursement Levels	
In-Canada Prescription Drug Expenses	70%
All Other Expenses	100%
Basic Expense Maximums	
Hospital	Semi-Private room
Home Nursing Care	\$10,000 for a maximum of 12 months per condition
Chronic Care	\$25 per day
In-Canada Prescription Drugs	\$1,500 each calendar year
Hearing Aids	\$700 every 5 years
Incontinence Supplies	\$1,000 each calendar year
Custom-fitted Orthopedic Shoes and Custom-made Foot Orthotics	\$300 every 12 months
Myoelectric Arms	\$10,000 per prothesis
External Breast Prosthesis	1 every 12 months
Surgical Brassieres	2 every 12 months

Mechanical or Hydraulic Patient Lifters	\$2,000 per lifter once every 5 years
Outdoor Wheelchair Ramps	\$2,000 lifetime
Blood-glucose Monitoring Machines	1 every 4 years
Transcutaneous Nerve Stimulators	\$700 lifetime
Extremity Pumps for Lymphedema	\$1,500 lifetime
Custom-made Compression Hose	4 pairs each calendar year
Wigs for Cancer Patients	\$200 lifetime

Paramedical Expense Maximums

Chiropractors	\$300 each calendar year
Physiotherapists	\$300 each calendar year
Podiatrists	\$300 each calendar year
Naturopaths	\$300 each calendar year
Osteopaths	\$300 each calendar year
Psychologists/Social Workers	\$300 each calendar year
Speech Therapists	\$300 each calendar year
Massage Therapists	\$300 each calendar year
Healthcare Maximum	\$2,500 each calendar year

The lifetime Healthcare maximum does not apply to Global Medical Assistance and In-Canada Prescription Drugs

Dentalcare

Covered expenses will not exceed customary charges

Payment Basis	The dental fee guide in effect in your province of residence on the date treatment is rendered
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Deductible	Nil
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Reimbursement Levels

Basic Coverage	70%
Accidental Dental Injury Coverage	100%

Plan Maximums

Basic Treatment	\$1,000 each calendar year
Accidental Dental Injury Treatment	Unlimited

PREMIUM COST SHARE

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

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

HEALTH SPENDING ACCOUNT (HSA)

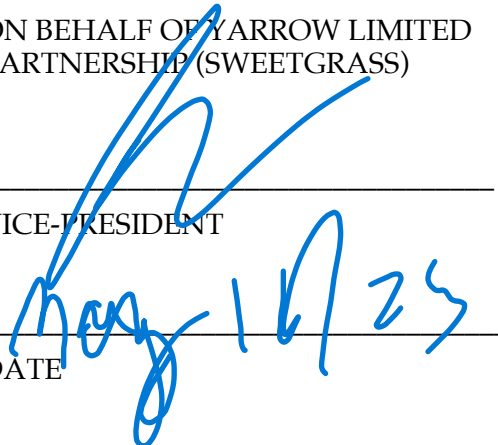
The Health Spending Account will be three hundred dollars (\$300.00) per year and shall be allocated by the Employer for each Regular Full-time Employee and pro-rated for each eligible Part-time Employee (based on their total hours of work as of December 1 of the preceding year) to a HSA effective January 1st of each calendar year beginning January 1, 2019.

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

ON BEHALF OF YARROW LIMITED
PARTNERSHIP (SWEETGRASS)

VICE-PRESIDENT

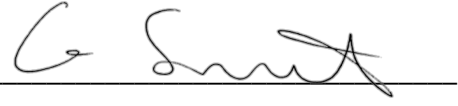
DATE

A large, stylized handwritten signature in blue ink, written over a horizontal line. The signature is slanted and appears to be a name.

ON BEHALF OF ALBERTA UNION
OF PROVINCIAL EMPLOYEES

PRESIDENT

DATE

A handwritten signature in black ink, written over a horizontal line. The signature is cursive and appears to be a name.

May 25, 2023

LETTER OF UNDERSTANDING #1
BETWEEN
YARROW LIMITED PARTNERSHIP (SWEETGRASS).
(hereinafter referred to as the "Employer")
and
ALBERTA UNION OF PROVINCIAL EMPLOYEES
On behalf of Local 047 Chapter 046
(hereinafter referred to as the "Union")
Re: Contracting Out

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

ON BEHALF OF YARROW LIMITED
PARTNERSHIP (SWEETGRASS)



VICE-PRESIDENT



DATE

ON BEHALF OF ALBERTA UNION
OF PROVINCIAL EMPLOYEES



PRESIDENT

DATE

May 25, 2023

LETTER OF UNDERSTANDING #2
BETWEEN
YARROW LIMITED PARTNERSHIP (SWEETGRASS).
(hereinafter referred to as the "Employer")
and
ALBERTA UNION OF PROVINCIAL EMPLOYEES
On behalf of Local 047 Chapter 046
(hereinafter referred to as the "Union")
Re: Workload

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

ON BEHALF OF YARROW LIMITED
PARTNERSHIP (SWEETGRASS)

VICE-PRESIDENT

DATE

May 16/23

ON BEHALF OF ALBERTA UNION
OF PROVINCIAL EMPLOYEES

C. Smith

PRESIDENT

DATE

May 25, 2023

LETTER OF UNDERSTANDING #3
BETWEEN
YARROW LIMITED PARTNERSHIP (SWEETGRASS).
(hereinafter referred to as the "Employer")
and
ALBERTA UNION OF PROVINCIAL EMPLOYEES
On behalf of Local 047 Chapter 046
(hereinafter referred to as the "Union")
Re: Bargaining Unit Exclusions

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

Persons who perform managerial duties or perform in a confidential capacity regarding labour relations, including the following Classifications:

- General Manager
- Food Services Supervisor
- Office Administrator
- Educator
- Wellness Supervisor
- Maintenance Supervisor

ON BEHALF OF YARROW LIMITED
PARTNERSHIP (SWEETGRASS)

VICE-PRESIDENT

DATE

May 16/23

ON BEHALF OF ALBERTA UNION
OF PROVINCIAL EMPLOYEES

PRESIDENT

DATE

G. Smith

May 25, 2023

LETTER OF UNDERSTANDING #4
BETWEEN
YARROW LIMITED PARTNERSHIP (SWEETGRASS).
(hereinafter referred to as the "Employer")
and
ALBERTA UNION OF PROVINCIAL EMPLOYEES
On behalf of Local 047 Chapter 046
(hereinafter referred to as the "Union")
Re: Leaves of Absence Under Legislation

The Parties agree to the following:

Compassionate Care Leave

- (a) ~~An Employee who has worked an employee~~ who has been employed for at least 90 days is entitled to unpaid compassionate care leave for a period of up to 27 weeks in accordance with the Employment Standards Code and the Employment Insurance Act for the purpose of providing care or support to a seriously ill family member. Qualified relative means a person in a relationship to the Employee for whom the Employee would be eligible for the compassionate care benefit under the legislation.

Critical Illness Of A Child Leave

- (a) Employees will be granted unpaid leave up to 36 weeks of job protection for or the purpose of providing care or support to their child in accordance with the Employment Standards Code and Employment Insurance (EI) legislation.

Death Or Disappearance Of A Child Leave

- (a) Employees will be granted unpaid leave up to 52 weeks of job protection for employees whose children have disappeared due to a crime or up to 104 weeks if child died due to a crime in accordance with the Employment Standards Code and Employment Insurance (EI) legislation.

Domestic Violence Leave

- (a) An employee who is a victim of domestic violence and has been employed by the same employer for at least 90 days is entitled to unpaid domestic violence leave of up to 10 days in a calendar year in accordance with the Employment Standards Code.

Family Responsibility Leave

- (a) An employee who has been employed by the same employer for at least 90 days is entitled to up to 5 days of unpaid leave in a calendar year, but only to the extent that the leave is necessary for the employee to meet his or her family responsibilities in relation to a family member in accordance with the Employment Standards Code.

Education Leave

- (a) For the purpose of determining salary increments, an Employee who is granted leave of absence for educational purposes, subject to the conditions provided in Clause 26.01, shall be deemed to remain in the continuous service of the Employer for the first eighteen (18) months of such period of leave.
- (b) During an Employee's educational leave, they may work as a Casual Employee with the Employer without adversely affecting their reinstatement to the position from which they were on leave.

Military Leave

- (a) An Employee who is required by military authorities to attend training or perform military services shall be granted leave without pay.

Citizenship Ceremony Leave

- (a) Employees will be granted unpaid leave for employees to attend a citizenship ceremony in accordance with Employment Insurance (EI) legislation.

ON BEHALF OF YARROW LIMITED
PARTNERSHIP (SWEETGRASS)



VICE-PRESIDENT

DATE

May 16, 2023

ON BEHALF OF ALBERTA UNION
OF PROVINCIAL EMPLOYEES



PRESIDENT

DATE

May 25, 2023

LETTER OF UNDERSTANDING #5
BETWEEN
YARROW LIMITED PARTNERSHIP (SWEETGRASS).
(hereinafter referred to as the "Employer")
and
ALBERTA UNION OF PROVINCIAL EMPLOYEES
On behalf of Local 047 Chapter 046
(hereinafter referred to as the "Union")
Re: Extended Work Day

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

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

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

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

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

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

As applied to LPN nine (9) hour shifts:

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

(vii) LPNs working an extended workday shall not be scheduled to work more than six (6) consecutive extended shifts bi-weekly and shall be scheduled for forty-eight (48) hours off during the shift changeover.

22.01 SICK LEAVE

An Employee shall earn sick leave credits based on all hours worked. For every one hundred eighty three point six seven (183.67) hours worked, nine (9) hours of sick leave credit will accrue (or for every hour worked 0.049 hours of sick leave credits will accrue), up to a maximum equivalent credit of ninety (90) working days based on the formula below:

$$183.67 \text{ hours worked} = 9 \text{ hours sick leave or 1 shift}$$

$$1872 \text{ (Annual Hours)} / 183.67 = 10.2 \text{ paid shifts or 91.8 paid hours}$$

Part-time Employees shall earn sick leave credits on a pro-rata basis to a full-time Employee. An Employee shall not be entitled to use sick leave credits prior to the completion of their probation period.

24.03 VACATION ENTITLEMENTS

LPNs will receive the following percentage of gross wages as paid vacation based upon the entitlements as outlined in 24.03:

$$4\% \times 1872 \text{ hours/year} = 74.88 / 9 = 8.32 \text{ paid vacation days}$$

$$6\% \times 1872 \text{ hours/year} = 112.32 / 9 = 12.48 \text{ paid vacation days}$$

$$8\% \times 1872 \text{ hours/year} = 149.76 / 9 = 16.64 \text{ paid vacation days}$$

$$10\% \times 1872 \text{ hours/year} = 187.2 / 9 = 20.80 \text{ paid vacation days}$$

$$12\% \times 1872 \text{ hours/year} = 224.64 / 9 = 24.96 \text{ paid vacation days}$$

ON BEHALF OF YARROW LIMITED
PARTNERSHIP (SWEETGRASS)

VICE-PRESIDENT

DATE

[Handwritten signature]
May 16 / 23

ON BEHALF OF ALBERTA UNION
OF PROVINCIAL EMPLOYEES

PRESIDENT

DATE

[Handwritten signature]

May 25, 2023

LETTER OF UNDERSTANDING #6
BETWEEN
YARROW LIMITED PARTNERSHIP (SWEETGRASS).
(hereinafter referred to as the "Employer")
and
ALBERTA UNION OF PROVINCIAL EMPLOYEES
On behalf of Local 047 Chapter 046
(hereinafter referred to as the "Union")
Re: Staffing and Employment Agencies

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

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

ON BEHALF OF YARROW LIMITED
PARTNERSHIP (SWEETGRASS)

VICE PRESIDENT

DATE

ON BEHALF OF ALBERTA UNION
OF PROVINCIAL EMPLOYEES



PRESIDENT

DATE

May 25, 2023

LETTER OF UNDERSTANDING #7
BETWEEN
YARROW LIMITED PARTNERSHIP (SWEETGRASS).
(hereinafter referred to as the "Employer")
and
ALBERTA UNION OF PROVINCIAL EMPLOYEES
On behalf of Local 047 Chapter 046
(hereinafter referred to as the "Union")
Re: Master Rotations / Shift Schedules

The Parties to this Collective Agreement agree the current four (4) lines on the master rotations/ shift schedules that do not comply with 10.07(a)(vi) will remain unchanged during the term of this collective agreement and shall remain in full force and effect during the term of this collective agreement.

Notwithstanding the above, should any of the four (4) lines become vacant; after following the provisions of 16.01 and 16.02, if the Employer is unable to recruit to any of these four (4) lines, the Employer may, by providing twenty one (21) days advance notice alter the master rotation/ shift schedule so the four (4) lines are in compliance with 10.07(a)(vi).

ON BEHALF OF YARROW LIMITED
PARTNERSHIP (SWEETGRASS)

VICE-PRESIDENT

DATE

[Handwritten signature]
May 15 / 23

ON BEHALF OF ALBERTA UNION
OF PROVINCIAL EMPLOYEES

PRESIDENT

DATE

[Handwritten signature]

May 25, 2023

LETTER OF UNDERSTANDING #8
BETWEEN
YARROW LIMITED PARTNERSHIP -SWEETGRASS
(hereinafter referred to as the "Employer")
and
ALBERTA UNION OF PROVINCIAL EMPLOYEES
On behalf of Local 047 Chapter 046
(hereinafter referred to as the "Union")

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

WHEREAS the Employer is located in Northern Alberta;

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

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

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

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

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

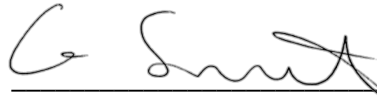
This Letter of Understanding shall be in effect from the date of ratification until December 31, 2025, unless the Parties reach agreement to extend or amend the provisions of the letter of understanding.

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

ON BEHALF OF THE EMPLOYER
Yarrow Limited Partnership (Sweetgrass)

Date _____
May 16, 2023

ON BEHALF OF THE UNION
(Alberta Union of Provincial Employees)

Date  _____
May 25, 2023