

MEMORANDUM OF SETTLEMENT

With respect to the Collective Agreement

between

Copper Sky Seniors Community

(hereinafter referred to as the “Employer”)

and

Alberta Union of Provincial Employees (AUPE)

Local 047 Chapter 015

(hereinafter referred to as the “Union”)

The Parties agree this Memorandum of Settlement (“Agreement”) including all attachments constitutes full and complete settlement of revisions to the collective agreement. All changes are effective date of ratification unless specifically stated otherwise.

Both parties agree to recommend the terms of this Agreement to their respective principals and or members for ratification. The revised collective agreement shall reflect the following:

- 1) The term of the Collective Agreement shall be April 1, 2022 to March 31, 2026.
- 2) The Parties agree the Employees shall receive the following wage adjustments during the term of the Collective Agreement:
 - a. January 1, 2023 – 2.25% to retroactive to wage rates for all positions.
 - b. Effective Date of Ratification – 1% to wage rates for all positions.
 - c. Effective January 1, 2024 – 1.75% to wage rates for all positions.
 - d. Effective January 1, 2025 – 2% to wage rates for all positions.
- 3) In addition to the items agreed to and signed between the parties as attached, all other articles, clauses, letters of understanding and letters of agreement shall remain current and in full force and effect.
- 4) All other matters in dispute between the Parties are withdrawn.
- 5) This document and all other signed documents are subject to any necessary corrections that may be required to accurately reflect the understanding and conclusion of these conditions in collective bargaining.
- 6) This Agreement, comprising the attached provisions shall constitute full and final settlement of all demands, proposals and other matters arising out of collective bargaining between the parties.
- 7) The parties agree that the Union shall hold a ratification vote and provide the results thereof to the attention of the Employer on or before June 30, 2023.
- 8) The Employer shall hold a ratification vote within fourteen (14) days thereafter.

Agreed to between the parties this 31st day of May, 2023.

ARTICLE 1
TERM OF AGREEMENT

1.01 This Agreement, including Appendices thereto, unless altered by mutual consent of both parties here, shall be in force and effect from date of ratification up to and including March 31, 2022 2026 and from year to year thereafter unless notification of desire to amend or terminate be given in writing by either party during the period between sixty (60) and one hundred and twenty (120) days prior to the expiration date of this Agreement.

1.02 When either party serves notice of desire to amend the Collective Agreement under Article 1.01 above, the negotiating committees shall exchange and initial proposed amendments at commencement of negotiations.

1.03 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:

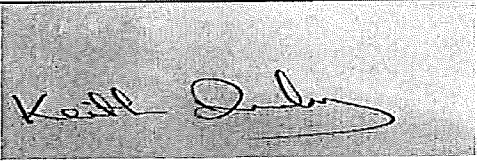

Site Leader
Copper Sky
100 McLaughlin Drive
Spruce Grove, AB T7X 0N1

and in the case of the Union to:

The President
Alberta Union of Provincial Employees
10451 - 170 Street NW
Edmonton, AB T5P 4S7
10025 182 St NW
Edmonton, AB T5S 0P7

1.04 The Collective Agreement shall continue in full force and effect until:

- (a) A new Collective Agreement is concluded,
- (b) The right of the bargaining agent to represent the Employees is terminated;
or
- (c) A legal strike or lockout commences.

FOR THE EMPLOYER	FOR THE UNION
	
DATE: 1 June 2023	DATE: May 31, 2023

ARTICLE 2
DEFINITIONS

- 2.01 "Bargaining Unit" means all Employees of the Employer covered by Labour Relations Board Certificate 83-2019, issued August 29, 2019.
- 2.02 "Basic Rate of Pay" shall mean the incremental step in the **Salaries Appendix Hourly Rate Grid** applicable to an Employee in accordance with the terms of this Collective Agreement, exclusive of all allowances and premium payments.
- 2.03 "Chapter" means a component of the Union responsible for administration and negotiation of the Collective Agreement.
- 2.04 "Code" is the *Alberta Labour Relations Code*, as amended from time to time.
- 2.05 "Employee" shall mean a person covered by this Collective Agreement employed by the Employer. At the time of hire the employment status of each Employee will be determined in accordance with the following:
- (a) "Full-time Employee" is one who is regularly scheduled to work the full specified hours in the "Hours of Work" Article of this Collective Agreement;
 - (b) "Part-time Employee" is one who is regularly scheduled for less than the normal hours of work specified for Full-time Employees in the "Hours of Work" Article of this Collective Agreement;
 - (c) "Casual Employee" is one who:
 - (i) is regularly scheduled for a period of three (3) months or less for a specific job; or
 - (ii) relieves for absences the duration of which is three (3) months or less; or
 - (iii) works on a call in basis and is not regularly scheduled.
 - (d) "Temporary Employee" is one who is hired on a temporary basis for a full-time or part-time position:
 - (i) for a specific job of 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; 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.
- 2.06 "Employer" is Copper Sky Seniors Community Partnership and includes such persons as may from time to time be appointed or designated to carry out administration duties in respect of the operation and management of the site.
- 2.07 "Licensed Practical Nurse" means a person who is issued a certificate of registration as a Licensed Practical Nurse pursuant to the *Health Professions Act* RSA 2000, c. H-7 as amended.
- 2.08 "Health Care Aide" (HCA) means 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, or equivalent, and who holds current registration with any required Provincial Registry shall be employed as a Health Care Aide.
- 2.08 09 "Local" means Local 047 of The Alberta Union of Provincial Employees.
- 2.09 10 "Member" means an Employee of Copper Sky Seniors Community Partnership who is covered by this Collective Agreement and who is a member of one of the Local.
- 2 10 11 Probationary Employee is any Employee filling a position who is serving the

required probation period as determined by the Employer.

2.11 12 "Position" shall mean: ~~The particular job the Employee has been hired to fill~~

(a) the Employee status; ~~or~~

(b) the classification; ~~or~~

(c) Full-time equivalent.

A Full-time equivalent is ~~thirty-eight point seven five (38.75) hours of work per week, seventy-seven and one-half (77 1/2) hours bi-weekly averaged over an Employee's shift rotation exclusive of an unpaid meal period.~~

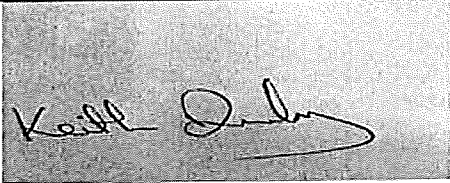

2.12 13 "Registration" shall have the meaning ascribed from the *Health Professions Act* RSA 2000, c. H-7 as amended.

2.13 14 "Shift" shall mean a daily tour of duty exclusive of overtime hours. The first (1st) shift of the day shall be that shift in which the majority of hours fall between midnight and zero eight hundred (0800) hours.

2.14 15 "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.

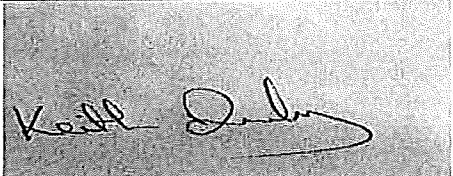

2.15 16 "Union" is the Alberta Union of Provincial Employees.

2.16 17 "Union Representative" means a representative from the Union authorized by the Union to act on behalf of an Employee.

FOR THE EMPLOYER	FOR THE UNION
	
DATE: 27 Jan. 2023	DATE: January 26, 2023

**ARTICLE 3
APPLICATION**

- 3.01 The Collective Agreement shall apply to all Employees covered by this Collective Agreement. who are in the Bargaining Unit
- 3.02 Employees shall be compensated for work performed in accordance with the schedule of basic rates of pay as set out in the Salaries Hourly Rates Appendix Grid, be bound by other provisions of employment, and qualify for such benefits in accordance with the provisions set out in this Collective Agreement.
- 3.03 In the event that any word, phrase, sentence, Section or Article of this Agreement is declared invalid by any court of competent jurisdiction, only such word phrase, sentence, Section or Article, shall be affected, and this Agreement shall be otherwise unaffected and shall continue in full force and effect. The Parties shall negotiate in accordance with the procedures in the Code a satisfactory provision to substitute for any word, phrase, sentence, Section or Article that is declared invalid.
- 3.04 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.
- 3.05 A word used in the singular applies also to the plural, unless the context otherwise requires.

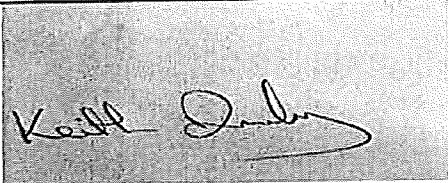

FOR THE EMPLOYER	FOR THE UNION
	
DATE: 12 Dec 2022	DATE: December 6, 2022

ARTICLE 4

UNION RECOGNITION AND BUSINESS

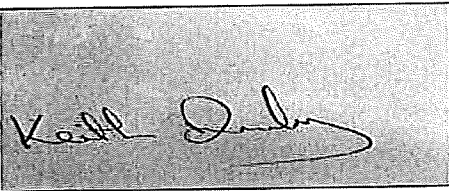

- 4.01 The Employer recognizes the Union as the sole bargaining agent for the Employees covered by this Collective Agreement.
- 4.02 This Agreement will not apply to persons who are agreed between the parties to be excluded from the bargaining unit, or who have been determined by the Labour Relations Board to be excluded from this agreement under the provisions of the *Labour Relations Code*.
- 4.03 Persons whose jobs are not in the Bargaining Unit shall not perform Bargaining Unit work, except for instruction purposes or due to unforeseen short-term emergency circumstances. Only after all 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 individual. The filling of such shift shall not displace any Bargaining Unit Employee or reduce Hours of Work or pay for any Bargaining Unit Employee.
- 4.04 No Employee shall be required or permitted to make any written or verbal agreement that may be in conflict with the terms of this Agreement.
- 4.05 All correspondence between the parties shall be between designated representatives of the Employer and designated representatives of the Union. Both parties shall advise each other, in writing, of the names of their representatives.
- 4.06 Any Union activities or meetings on Employer time or on Employer property require prior permission of the Site Leader, or their designate.
- 4.07 The Employer shall provide a bulletin board to be placed in a reasonably accessible location. The Union may be permitted to post notices of meetings and other such notices, which may be of interest to Employees. It is not the intention of the Union to post anything objectionable to the Employer. Content to be placed on the board shall be approved by the Site Leader or designate prior to being posted. The Site Leader shall provide a response for a request to post a notice within two (2) days of receipt of the request.
- 4.08 The Employer shall advise new Employees of the fact that a Collective Agreement is in effect.
- 4.09 **Printing of Collective Agreement**
The Employer and the Union will each pay one-half (1/2) of the cost of printing enough copies of this Agreement to provide each Employee with one (1) copy. A copy of the Collective Agreement shall be provided to each Employee on commencement of employment by the Union or at the Union orientation. The printing of the Collective Agreement will be processed at the AUPE Headquarters unionized print shop.
- 4.10 ~~Employees can wear one (1) Union lapel pin during working hours provided that it does not interfere with Employees ability to carry out their duties of Employment. An Employee shall have the right to wear or personally display the ordinarily recognized insignia of the Union provided that it does not interfere with Employees ability to carry out their duties of Employment.~~
- 4.11 The Employer agrees that a Union Steward or the Chapter Chairperson shall, upon request, be given the opportunity to present to new Employees for up to

thirty (30) minutes at all a-general employee orientations organized by the Employer. The Employer will notify the Chapter Chairperson when new Employee orientation has been scheduled. The **Union Steward or the Chapter Chairperson shall confirm attendance prior to the date of the orientation.**

FOR THE EMPLOYER	FOR THE UNION
	
DATE: 15 Dec 2022	DATE: December 15, 2022

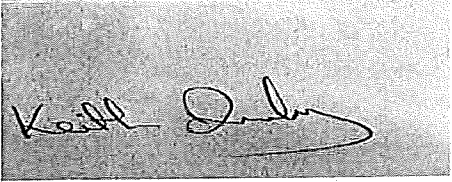

**ARTICLE 5
UNION MEMBERSHIP, SECURITY AND CHECK-OFF**

- 5.01 All Employees have the right:
- (a) to be members of the Union and to participate in its lawful activities;
 - (b) to bargain collectively with the Employer through the Union.
- 5.02 (a) All Employees shall be required to pay Union dues. The Employer shall deduct from the base earnings (exclusive of overtime, differentials and premiums) of Employees covered by this Collective Agreement an amount equal to the monthly Union dues in a manner in keeping with the payroll system in effect for the Employer. In all instances such deductions shall be forwarded to the Secretary-Treasurer of the Union not later than the fifteenth (15th) day of the following month in which the dues were deducted.
- (b) Particulars identifying each Employee in a printed form showing the Employee name, last known address, home phone number (if available), base earnings for the period, Employee status and position, current deduction, and year to date deductions on which the dues are computed shall be provided monthly together with the amount deducted from each Employee.
- 5.03 The Union agrees to indemnify and save the Employer harmless from any form of liability arising from or as a result of the deduction of authorized dues, fees or assessments, unless caused by Employer error.
- 5.04 The Union shall advise the Employer, in writing, of the amount of dues to be deducted from Employee pay cheques, and of any change thereafter in the amount of dues to be deducted from the Employees covered by this Collective Agreement. Such notice shall be communicated to the Employer at least thirty (30) days prior to the effective date of change.
- 5.05 The Employer will record the amount of individual dues deducted on T-4 slips issued for income tax purposes.

FOR THE EMPLOYER	FOR THE UNION
	
DATE: 12 Dec 2022	DATE: December 6, 2022

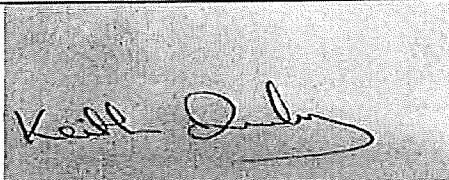
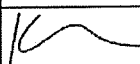
ARTICLE 6
UNION STEWARDS

- 6.01 Union Stewards are representatives of the Employees in all matters pertaining to this Agreement, particularly for the purpose of processing grievances and of enforcing bargaining rights and any other rights of the Employees under this Collective Agreement. Where it becomes necessary for a Union Steward to leave their job for this purpose, they will request time off from the Employee's immediate supervisor and provide the supervisor with as much advance notice as possible. A Union Steward shall not suffer any loss of pay for time spent performing their duties as provided in this Collective Agreement.
- 6.02 A list of Union Stewards shall be supplied by the Union to the Site Leader. The Site Leader shall be advised in writing of any change to this list. The list shall be updated by the Union annually.
- 6.03 Employees shall have the right to request the assistance of a Union Steward or Union Representative when dealing with issues arising from the interpretation or application of this Collective Agreement.

FOR THE EMPLOYER	FOR THE UNION
	
DATE: 12 Dec 2022	DATE: Dec 6, 2022

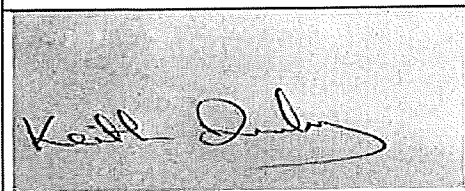
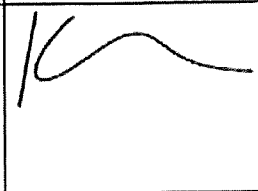
ARTICLE 7
MANAGEMENT RIGHTS

- 7.01 The Employer reserves all rights not otherwise ~~abrogated or~~ restricted in this Collective Agreement. The Employer shall exercise its rights in a fair manner
- 7.02 Without limiting the generality of the foregoing, the Union acknowledges that it shall be the exclusive right of the Employer to operate and manage its business, including the right to:
- (a) Maintain order, discipline, efficiency and to make, alter, and enforce rules and regulations to be observed by an Employee, which are not in conflict with any provision of this Collective Agreement.
 - (b) Direct the working force and to create new job classifications and work units and to determine the number of Employees, if any, needed in any work unit or job classification and to determine whether or not a position, work unit, or job classification will be continued or declared redundant.
 - (c) Direct, select, hire, assign to positions and shifts including rotating shifts, schedule, promote, classify, layoff and recall Employees.
 - (d) Determine job content and quality and quantity standards and the right to use improved methods, models, and equipment.
 - (e) Demote, discipline, suspend or discharge Employees for just cause.
 - (f) Determine the nature and type of healthcare and other services to be provided by the Employer, the methods and techniques of work to provide healthcare and other services, and the number of Employees to be employed by the Employer.

FOR THE EMPLOYER	FOR THE UNION
	
DATE: 15 Dec 2022	DATE: December 15, 2022

ARTICLE 8
RESPECTFUL WORKPLACE

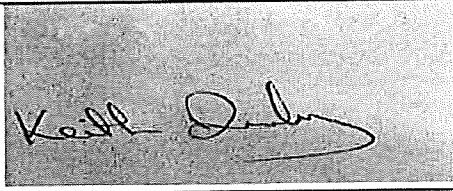

- 8.01 The Employer, the Union and Employees are committed to a safe and respectful workplace where workplace violence, bullying, sexual harassment, and harassment are not tolerated.
- 8.02 The Employer and the Union agree there shall be no discrimination, restriction or coercion exercised or practiced in respect of any Employee by either party by reason of age, race, colour, ancestry, place of origin, political or religious affiliation, gender, gender identity, gender expression, sexual orientation, marital status, source of income, family status, physical or mental disability, or by reason of their membership or activity of the Union or in respect of the Employer exercising any right conferred under this Collective Agreement or any provisions covered under the *Alberta Human Rights Act*, except to the extent permitted by law.
- 8.03 Workplace Harassment, Workplace Bullying, Sexual Harassment and Workplace Violence are broadly defined as follows:
- (a) Workplace Harassment is any unwelcome conduct by an individual or group of individuals that is directed at and offensive to another person or persons in the workplace, and that the individual knew or ought reasonably to have known would cause offence or harm.
 - (b) Workplace Bullying is a repeated pattern of negative behaviour aimed at a specific person or group.
 - (c) Sexual Harassment is unsolicited and unwelcomed conduct of a sexual nature, including comments, gestures or physical contact, either on a one-time basis or in a continuous series of incidents that detrimentally affects the work environment or leads to adverse job related consequences. It is behaviour that is offensive, objectable, coercive and one-sided. Any Employee can be a victim of Sexual Harassment. Sexual Harassment is a form of Workplace Harassment.
 - (d) Workplace Violence is threatened, attempted or actual conduct of a person that causes or is likely to cause physical injury.
- 8.04 The Union and Employer recognize the right of the Employees to work in an environment free from harassment and the Employer, after proper investigation, may discipline for just cause any person employed by the Employer engaging in the harassment of another Employee.
- 8.05 The responsibility to ensure compliance with the above is shared equally by the Employer, the Union and all Employees.
- 8.06 A complaint alleging discrimination and Workplace Harassment, Workplace Bullying, Sexual Harassment and Workplace Violence may be presented as a grievance directly to Level 2.
- 8.07 Nothing in this Article prevents an Employee who believes they are being harassed or discriminated against from filing a complaint in accordance with the *Alberta Human Rights Act*.

FOR THE EMPLOYER	FOR THE UNION
	

DATE: 27 Jan. 2023	DATE: January 26, 2023
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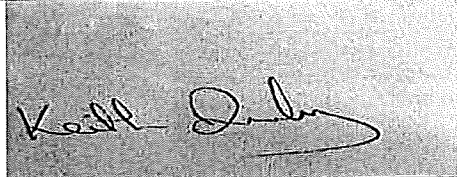

ARTICLE 9
PROBATIONARY PERIOD

- 9.01 A new Employee shall serve a probationary period of five hundred (500) hours worked, for each period of continuous employment not interrupted by termination or dismissal. In the case of Part-Time or Casual Employees who, upon completion of six (6) months of employment and who have not completed five hundred (500) hours, shall be deemed to have been completed their probationary period.
- 9.02 The new Employee's probationary period may be extended in consultation with the Union by up to an additional five hundred (500) hours worked.
- 9.03 During the probationary period the Employee may be dismissed or terminated for any reason. The Employer shall provide a reason for the dismissal or termination to the Employee. The Employee shall have recourse to the grievance procedure up to and including at Step 2.
- 9.04 The Employer shall provide a paid orientation period for all new Employees, including;
- (a) Orientation to the site and/or Employer organization as determined by the Employer;
 - (b) Orientation on all shift (days, evenings, and/or nights) the Employer assigns the Employee to work; and
 - (c) The Employee's first shift shall be under guidance or supervision.
- 9.05 Additional orientation requested by an Employee will not be unreasonably denied.

FOR THE EMPLOYER	FOR THE UNION
	
DATE: 27 Jan. 2023	DATE: January 26, 2023

**ARTICLE 10
SENIORITY**

- 10.01 A Full-time or Part-time Employee's Seniority Date shall be the date on which an Employee's continuous service is commenced within the bargaining unit, including all prior periods of service as Casual or Temporary Employee contiguous to present regular employment.
- 10.02 Seniority shall not apply during the probationary period however once the probationary period has been completed seniority shall be credited from the seniority date established pursuant to Clause 10.01.
- 10.03 Seniority shall be recognized only where specifically referenced in this Agreement.
- 10.04 An Employee shall lose their seniority and forfeit all rights and the Employer is under no obligation to rehire when the Employee:
- (a) resigns or retires,
 - (b) is discharged for just cause,
 - (c) overstays their authorized leave of absence without written permission unless a reason satisfactory to the Employer is provided, or
 - (d) is absent for three (3) consecutive days without notifying the Employer, the Employee shall be considered to have resigned, or
 - (e) fails to reply to a recall notice within five (5) days of its receipt pursuant to Article 26.
- 10.05 The Employer will supply the Union Chapter Chairperson a seniority list setting out the names and starting dates with the Employer on January 15th each year.
- 10.06 **Casual and Temporary Employees do not accrue seniority except as specified in clause 10.01.**

FOR THE EMPLOYER	FOR THE UNION
	
DATE: 12 Dec 2022	DATE: December 6, 2022

ARTICLE 11
JOB POSTINGS AND VACANCIES

11.01

Postings

~~When a new full time or part time position is created or when a full time or part time vacancy occurs in any position covered by this Collective Agreement such a vacant position intended to be filled or vacancy shall be posted for not less than seven (7) calendar days in advance of making an appointment. A copy of all posting shall be forwarded to the Union Chapter Chairperson.~~

The posting shall be identified with a competition number and shall state the classification, full time equivalency, qualifications and education, hours of work, shift schedule, and pay rate, date of posting and closing date and time of posting. ~~When a new Temporary position is created or occurs in any classification covered by this Collective Agreement such position shall be posted for not less than seven (7) calendar days in advance of making an appointment. A copy of all postings shall be forwarded to the Union Chapter Chairperson.~~

11.02

When circumstances require the Employer to fill a vacancy before the expiration of seven (7) calendar days, the appointment shall be made on a temporary basis only, or by use of casual Employee(s).

11.03

Applications

Applications for vacancies shall be in writing according to the procedures established by the Employer. Facilities will be provided to accept applications for a posted position at any time within the seven (7) calendar day posting period.

11.04

Selection

(a) In filling vacancies, appointments will be made on the basis of education, experience, training, qualifications, skill and other relevant attributes and where these factors are considered by the Employer to be equal, seniority shall be the deciding factor.

(b) Subject to Clause 11.04(a), internal applicants shall be given preference over external applicants.

11.05

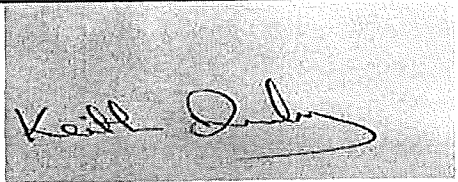

~~If in the Employer's opinion, no applicant is qualified to perform the required work, the Employer shall repost the position leaving the competition open until a qualified applicant is found.~~

11.06

The name of the Employee who is appointed to fill a vacancy shall be posted for not less than eight (8) calendar days. The Union Chapter Chairperson shall be informed in writing of the name and competition number for the successful applicant within five (5) calendar days of the appointment.

11.07

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

FOR THE EMPLOYER	FOR THE UNION
	
DATE: 10 Feb. 2023	DATE: Feb 10, 2023

ARTICLE 12

HOURS OF WORK

- 12.01 This Article defines the normal hours of work. The Employer reserves the right to establish the start and end time of shifts for Employees within the bargaining unit.
- 12.02 It is understood and agreed that the Employer operates a continuous operation from Sunday at 0000 hours to Saturday at 2400 hours.
- 12.03 (a) The normal hours of work for Full-time Employees shall be seven and three quarter hours (7 3/4) per day and seventy-seven and one-half (77 1/2) hours bi-weekly averaged over an Employee's shift rotation exclusive of an unpaid meal period.
- (b) The normal hours of work for Full-time Employees working eleven (11) hours and five (5) minute shifts shall be eleven (11) hours and five (5) minute per day and seventy-seven (77) hours and thirty-five (35) minutes bi-weekly averaged over an Employee's shift rotation exclusive of an unpaid meal period.
- 12.04 Employees will not be required to work split shifts, except by mutual agreement between the Employee and Employer.
- 12.05 (a) All Employees working seven and three quarter (7 3/4) hour shifts or less shall be permitted one (1) fifteen (15) minute rest period during each period of three point eight seven five (3.875) hours of work.
- (b) All Employees working eleven (11) hours and five (5) minute shifts shall be permitted three (3) rest periods of fifteen (15) minutes during each shift or as mutually agreed between the Employee and Employer providing the rest periods do not exceed forty-five (45) minutes total.
- (c) All Employees working a minimum six (6) hour shift up to a seven and three quarter (7 3/4) hour shifts shall be permitted one (1) unpaid meal period of thirty (30) minutes.
- (d) All Employees working eleven (11) hours and five (5) minute shifts shall be entitled to two (2) unpaid meal periods of thirty (30) minutes.
- (e) Employees shall be allowed to take their unpaid meal period uninterrupted by the Employer except in cases of emergency.
- (f) An Employee required by the Employer to work, ~~or be readily available to work, in excess of the regular hours of work as defined in clause 12.03,~~ due to being recalled during their unpaid meal period or rest period will be compensated at the Employees ~~basic~~ **applicable** rate of pay should the Employer be unable to re-schedule the Employee's meal or rest period later in the same shift.
- (g) ~~An~~ **Employees required to be readily available during a meal period or a**

~~rest period shall be compensated the overtime rates applicable rate of pay for those meal or rest periods, unless the meal break period can be taken at a later time in the shift.~~

- (g) The actual times at which an Employee shall take meal period and rest periods will be determined by the Employer. It is understood that meal periods and rest periods will not be combined.
- (h) Meal and rest periods shall commence when an Employee leaves their place of work and the Employee shall be back at their place of work when the minutes of the meal and rest period expire.

12.06 Employees who wish to leave the site ~~at meal times~~ **during unpaid meal periods** shall advise ~~their~~ **their** Supervisors. Employees required to stay at the site ~~at meal times~~ **during unpaid meal periods** will be compensated in accordance with Article 12.05(f) or 12.05(g).

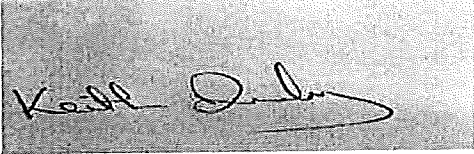

- 12.07
- (a) Except in cases of emergency or by mutual agreement between the Employer and the Union, shift schedules for Full-time or Part-time Employees working seven and three quarter (7 3/4) hour shifts shall provide for:
 - (i) at least fifteen and one-half (15 1/2) hours off duty between shifts;
 - (ii) not more than six (6) consecutive scheduled days of work;
 - (iii) at least two (2) consecutive days of rest.
 - (b) Except by mutual agreement between the Employer and the Union, a Full-time or Part-time Employee working seven and three quarter (7 3/4) hour shifts shall receive at least one (1) weekend off in three (3) averaged over one (1) complete cycle of the shift schedule. A weekend shall be a Saturday and a Sunday. Named Holidays shall not be used as days off for the purposes of this Article.
 - (c) Except in cases of emergency or by mutual agreement between the Employer and the Union, shift schedules for Full-time or Part-time Employees working eleven (11) hour and five (5) minute shifts shall provide for:
 - (i) at least eleven (11) hours and fifty-five (55) minutes off duty between shifts;
 - (ii) not more than four (4) consecutive scheduled days of work.
 - (d) Except by mutual agreement between the Employer and the Union, a Full-time or Part-time Employee working eleven (11) hours and five (5) minute shifts shall receive at least one (1) weekend off in two (2) averaged over one (1) complete cycle of the shift schedule. A weekend shall be a Saturday and the following Sunday. Named Holidays shall not be used as days off for the purposes of this Article.

- 12.08 (a) Shift schedules shall be posted not less than fourteen (14) calendar days in advance.
- (b) When the Employer requires a change in the scheduled days of work with less than seven (7) calendar days notice, the Employee shall be paid at time and one-half (1½X) for all hours worked on the first shift of the changed schedule.
- (c) Employee requests for shift changes must be made in writing at least seven (7) calendar days in advance, except in extenuating circumstances.
- (d) Where the Employer permits **Part-time or Full-time** Employees to exchange shifts, the Employer shall not be liable for non-compliance with the scheduling provisions of the Collective Agreement, including Articles 12 and 13, arising with the shift exchange.
- 12.09 Those Employees working the night shift when the change from Daylight Time to Standard Time occurs shall be paid overtime for all hours worked over eight (8) hours in a shift and Employees working the night shift when the change from Standard Time to Daylight Time occurs shall be paid their basic hourly rate of pay for all hours worked.
- 12.10 An Employee who reports for a scheduled shift and is subject to cancellation of the shift shall be paid for a minimum of three (3) hours or for all hours worked, whichever is greater, at the Employee's basic hourly rate of pay.
- 12.11 **Casual Employees**
- This Article applies to Casual Employees except clauses 12.07(a)(i), (iii), 12.07(b), 12.07(c)(ii) and 12.08(a), (b), which shall have no application to Casual Employees.
- 12.12 Employees will record their daily hours worked on time sheets provided by the Employer and will submit them to their Supervisor at times specified by the Employer.
- 12.13 (a) Part-time Employees may pick up extra shifts in addition to their regularly scheduled shifts up to the full time equivalent for their classification. In order to facilitate the distribution of opportunities to work additional shifts Part-time Employees shall indicate the extent of their availability in writing to the Employer ~~at least on a monthly basis~~. **Employees are responsible for providing their current availability. The Employer is not required to offer extra shifts to those Employees who have not provided current availability.**
- (b) The Employer will make every reasonable effort to offer additional hours in order of seniority to Part-time Employees who have provided their availability prior to offering such additional hours to Casual Employees.
- (c) If the Employer is unable to fill an extra shift with a Part-time or Casual Employee for regular pay they will offer the shift in order of seniority to

AUPE/Park Place Copper Sky Sign-offs

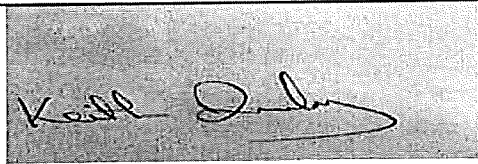

Full-time Employees prior to offering overtime to Part-time of Casual Employees.

- (d) In the case of shifts available five (5) days or more in advance, the Employer will contact Employees who have provided their availability in order of seniority. The extra shifts will be awarded to the most senior Employee to respond by 0800hrs the day following contact.

FOR THE EMPLOYER	FOR THE UNION
	
DATE: 21 April, 2023	DATE: April 21, 2023

ARTICLE 13
OVERTIME

- 13.01 Overtime is all time authorized, in advance, by the Employer or designated charge person and worked by an Employee:
- (a) in excess of seven and three-quarter (7 3/4) work hours for Employees scheduled to work pursuant to Clause 12.03 (a); and
 - (b) in excess of seventy-seven and one-half (77 1/2) work hours in a bi-weekly period for Employees scheduled to work pursuant to 12.03 (a); or
 - (c) in excess of eleven (11) hours and five (5) minutes of work for Employees scheduled to work pursuant to 12.03 (b); and
 - (d) in excess of seventy-seven (77) hours and thirty-five (35) minutes work in a bi-weekly period for Employees scheduled to work pursuant to 12.03 (b).
- 13.02 Overtime is to be paid as follows: time and one half (1 ½ X) for the first two (2) hours and at the rate of double time (2X) thereafter.
- 13.03 Overtime may be accumulated and taken in time off at a mutually acceptable time at the applicable premium rate. Time off not scheduled to be taken by March 31st in any given year shall be paid out.
- 13.04 **Rest Period and Meal Period**
- An Employee required to work more than one (1) hour overtime shall be provided with a fifteen (15) minute rest period prior to working the overtime. Where overtime of three point eight seven five (3.875) hours of work or more is required, the Employer shall provide a one half (1/2) hour meal period without pay.
- 13.05 **Casual Employees**
- Except for Clause 13.03, this Article shall apply to Casual Employees.
- 13.06 Where a vacant shift required to be filled has been declined by all Employees at the Basic Rate of Pay, Overtime shall first be offered by seniority to Full-time Employees, then by seniority to Part-Time Employees, then to Casual Employees.

FOR THE EMPLOYER	FOR THE UNION
	
DATE: 21 April 2023	DATE: April 21, 2023

ARTICLE 14

SALARIES

14.01 The basic rates of pay as set out in the **Salaries Hourly Rate Schedule Grid** are applicable to all Employees covered by this Collective Agreement.

14.02 (a) A Full-time Employee shall be entitled to one (1) increment on the salary grid upon the completion of one thousand nine hundred and fifty (1,950) hours of work with the Employer, exclusive of overtime.

(b) Part-time, Temporary and Casual Employees shall be entitled to one (1) increment on the salary grid upon the completion of one thousand nine hundred and fifty (1,950) hours of work with the Employer, exclusive of overtime.

14.03 Recognition of Previous Experience

~~Effective upon ratification of the Agreement~~, when a new Employee has experience satisfactory to the Employer, the Employee's starting salary will be adjusted as follows:

(a) Recognition of experience with other employers will be recognized on the basis of one (1) annual increment for each one (1) full year of service, up to a maximum of Step 4 on the salary grid for all General Support Staff;

(b) Recognition of experience with other employers will be recognized on the basis of one (1) annual increment for each one (1) full year of service, up to Step 7 on the ~~salary Hourly Rates g-Grid for all Auxiliary Nursing Staff (HCAs and LPNs);~~

(c) Part-time service shall be recognized on a pro-rata basis with one (1) year of experience recognized for each one thousand nine hundred and fifty (1,950) paid hours in the qualifying period, exclusive of overtime; and

(d) Partial years of experience and experience prior to a two (2) year lapse in comparable employment will not be recognized in the calculation previous experience by the employer.

In order for previous experience to be considered by the Employer, it shall be the responsibility of the newly hired Employee to provide to the Employer proof of recent related experience. If they fail to do so within two (2) months of their date of hire, they will not be entitled to the recognition of previous experience.

14.04 Re-Employment

Employees who ~~terminate~~ resign their employment from with the Employer and are re-employed will be placed at the same increment on the salary scale upon re-employment provided:

(a) they are re-employed into exactly the same classification that they held prior to ~~termination; resignation~~

(b) that their re-employment is within two (2) years of their ~~termination. resignation~~

~~14.05 Only Employees entitled to designation as a Licensed Practical Nurse pursuant to the Health Professions Act, RSA 2000, c. H-7 shall be employed as a Licensed Practical Nurse.~~

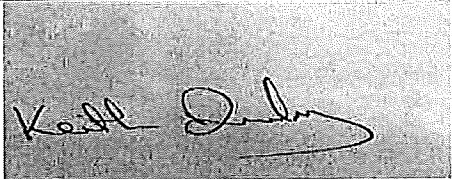

14.06 Overpayment

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

14.07

Underpayment

Should the Employer issue an Employee an underpayment of wages and/or entitlements, then the Employer shall make the necessary monetary or entitlement adjustments. If the amount of the underpayment is in excess of one hundred dollars (\$100.00), the full amount will be paid to the Employee within five (5) working days. If the amount of the underpayment is less than one hundred dollars (\$100.00), the full amount will be paid on the subsequent pay period.

FOR THE EMPLOYER	FOR THE UNION
	
DATE: 12 Dec 2022	DATE: Dec 6, 2022

ARTICLE 15
SHIFT DIFFERENTIAL AND WEEKEND DIFFERENTIAL

15.01 Shift Differential

(a) Evening

A shift differential of ~~two dollars and seventy-five cents (\$2.75)~~ three dollars and seventy-five cents (\$3.75) per hour will be paid to an Employee for all hours worked between fifteen hundred (1500) hours to twenty three hundred (2300) hours.

(b) Night

A shift differential of ~~four dollars and twenty-five cents (\$4.25)~~ five dollars (\$5.00) per hour will be paid to an Employee for all hours worked between twenty-three hundred (2300) hours to zero seven hundred (0700) hours.

~~Effective upon the first full pay period following the date of ratification, the night shift premium will be increased to four dollars and fifty cents (\$4.50).~~

Effective January 1, 2022, the night shift premium will be increased to five dollars (\$5.00).

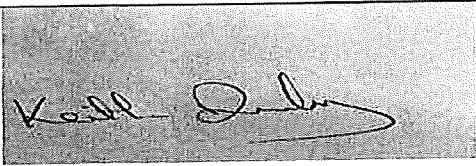

15.02 Weekend Differential

An Employee shall be paid, in addition to the Employee's basic rate of pay and any shift differential to which they may be entitled, a weekend differential of ~~three dollars and twenty five cents (\$3.25)~~ four dollars (\$4.00) per hour for all hours worked between fifteen hundred (1500) hours Friday and zero seven hundred (0700) hours Monday.

15.03 To be eligible for payment of shift differential, an Employee must work at least thirty (30) minutes between fifteen hundred (1500) hours to zero seven hundred (0700) hours.

15.04 All premiums payable under this Article shall not be considered as part of the Employee's basic rate of pay.

15.05 Where, applicable, an Employee shall be eligible to receive both Shift Differential and Weekend Premium.

FOR THE EMPLOYER	FOR THE UNION
	
DATE: 1 June 2023	DATE: May 31, 2023

ARTICLE 16
PREMIUMS

16.01 Charge Pay

~~Effective upon ratification, where the Employer designates a Licensed Practical Nurse to assume responsibility in the absence of the Manager, they shall be paid an additional one dollar and fifty cents (\$1.50) one dollar and seventy-five cents (\$1.75) per hour.~~

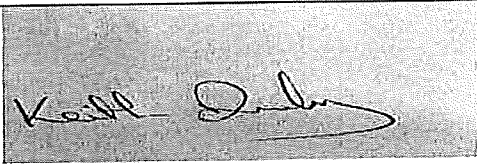

16.02 Preceptor Pay

~~Preceptor shall mean a Licensed Practical Nurse or a Health Care Aide who is assigned by the Employer to supervise, educate and evaluate students in an educational program, or any other Eligible Program.~~

~~A Licensed Practical Nurse assigned by the Employer to act as a Preceptor for students in the Licensed Practical Nurse program or any specialized practice education or training programs, as recognized by the College of Licensed Practical Nurses of Alberta shall receive an additional sixty-five cents (\$0.65) per hour on each bi-weekly pay period.~~

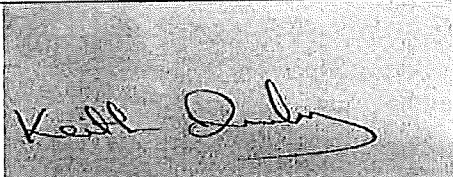

~~A Health Care Aide assigned by the Employer to act as a preceptor to a student in a recognized Health Care program shall receive an additional sixty-five cents (\$0.65) per hour on each bi-weekly pay period.~~

- (a) Health Care Aides shall not be assigned preceptor work.
- (b) No Preceptor work shall be performed by any Employee unless it is assigned in writing and posted in the nursing hub.
- (c) Preceptor shall mean a Licensed Practical Nurse or a Health Care Aide who is assigned in writing by the Employer to supervise, educate and evaluate students in an educational program, or any other Eligible Program.
- (d) A Licensed Practical Nurse assigned by the Employer to act as a Preceptor for students in the Licensed Practical Nurse program or any specialized practice education or training programs, as recognized by the College of Licensed Practical Nurses of Alberta shall receive an additional ~~sixty-five cents (\$0.65)~~ one dollar (\$1.00) per hour on each bi-weekly pay period.
- (e) ~~A Health Care Aide assigned by the Employer to act as a preceptor to a student in a recognized Health Care program shall receive an additional sixty-five cents (0.65) per hour on each bi-weekly pay period.~~

FOR THE EMPLOYER	FOR THE UNION
	
DATE: 1 June 2023	DATE: May 31, 2023

**ARTICLE 17
RESIGNATION**

- 17.01 An Employee shall provide to the Employer where possible twenty-eight (28) calendar days notice, and shall, in any case, provide the Employer with fourteen (14) calendar days notice, of their desire to resign from their employment. An Employee shall not be granted vacation leave during the notice period unless vacation leave has been previously approved.
- 17.02 If the required notice of resignation is given, an Employee who voluntarily leaves the employ of the Employer shall receive the wages and vacation pay to which the Employee is entitled on the pay day following the last day worked.
- 17.03 Subject to an Employee's request after they have provided resignation notice pursuant to Clause 17.01, the Employer will provide a letter of portability prior to the last date of Employment, which will confirm date of hire, date of resignation and the total number of hours worked in that period.

FOR THE EMPLOYER	FOR THE UNION
	
DATE: 12 Dec 2022	DATE: December 6, 2022

ARTICLE 18
NAMED HOLIDAYS

18.01 (a) The following Named Holidays will be observed as Statutory Holidays:

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

And all general holidays proclaimed by the Municipality or the Government of Alberta or Canada.

(b) To be eligible for the "Named Floater" an Employee shall be employed by the Employer on June 30th of that calendar year. The "floater" holiday shall be taken at a time to be mutually agreed upon by the Employer and the Employee. If the "Named Floater" is not taken by December 31 of each year, it shall be paid out at the Basic Rate of Pay on the first pay period following December 31.

18.02 Qualifying for Named Holiday Pay

To qualify for a Named Holiday with pay, the Full-time Employee must:

- (a) Have been employed for thirty (30) days during the preceding twelve (12) months;
- (b) Work their scheduled shift immediately prior to and immediately following the holiday except where the Employee is absent for reasons acceptable to the Employer; and
- (c) Work on a Named Holiday when scheduled except where the Employee is absent for reasons acceptable to the Employer.

18.03 Employees on layoff status, maternity leave, ~~paternity~~ parental leave, adoption leave, Workers' Compensation or on sick leave on the date of the recognized holiday are not entitled to Named Holiday Pay.

18.04 Named Holiday Pay

Except as modified by 18.04 (d) below an Employee obliged to work on a Named Holiday shall be paid for all hours worked on the Named Holiday at one and one-half times (1 1/2X) the Employee's basic rate of pay, plus;

- (a) an alternate day off with pay at a mutually agreed time; or
- (b) by mutual agreement, a day with pay added to the Employee's next annual vacation; or
- (c) by mutual agreement, the Employee may receive payment for such day at the Employee's basic rate of pay
- (d) an Employee obliged to work on Heritage Day and/or Christmas Day, shall be paid for all hours worked on the named holiday at two times (2X) the Employee's basic rate of pay plus:
 - (i) an alternate day off with pay at a mutually agreed time; or
 - (ii) by mutual agreement, a day with pay added to the Employee's next

annual vacation; or

- (iii) by mutual agreement, the Employee may receive payment for such day at the Employee's basic rate of pay.

18.05 Named Holiday While on Vacation

When a Named Holiday falls during an a Full-time Employee's annual vacation, such holiday may, by mutual agreement, be added to the vacation period, or the alternate day off shall be dealt with as set out in Clause 18.04.

18.06 Named Holiday on Day Off

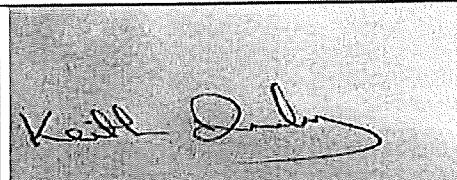

When a Named Holiday falls on a day that would otherwise be an a Full-time Employee's regularly scheduled day of rest, the Employee shall receive an alternate day off as outlined in Clause 18.04.

18.07 Part-Time, Temporary and Casual Employees

- (a) On each pay cheque, Part-time, Temporary and Casual Employees shall be paid, in addition to their earnings, ~~four point six percent (4.6%) of their earnings in lieu of Named Holiday benefits. Effective upon ratification, such amount shall increase to five point two percent (5.0%) (5.2%)~~ of their earnings in lieu of Named Holiday benefits.
- (b) Part-time, Temporary and Casual Employees who are required to work on a Named Holiday shall be paid at one and one-half times (1 1/2X) ~~their Basic Rate of Pay~~ for all hours worked on the Named Holiday.

Christmas and New Years Day

- 18.08
- (a) Full-Time Employees shall be so scheduled as to provide them with either Christmas or New Year's Day unless otherwise requested.
 - (b)
 - (i) A Full-Time Employee granted Christmas Day off in accordance with Article 18.08 (a) shall be scheduled such that they will have two (2) consecutive days where they will not be obliged to work (i.e., December 24th and 25th or December 25th and 26th); and
 - (ii) A Full-Time Employee granted New Year's Day off in accordance with Article 18.08 (a) shall be scheduled such that they will have two (2) consecutive days where they will not be obliged to work (i.e., December 31st and January 1st or January 1st and 2nd).
 - (iii) The Employer will make reasonable efforts to rotate the requirement to work Christmas or New Years, from year-to-year.

FOR THE EMPLOYER	FOR THE UNION
	
DATE: 15 Dec 2022	DATE: December 15, 2022

ARTICLE 19
VACATIONS

19.01 During each year of continuous service in the employ of the Employer, a Full-Time Employee shall earn entitlement to a vacation with pay. The rate at which vacation entitlements are earned shall be governed by the total length of such service as follows;

<u>Years of Continuous Employment</u>	<u>Vacation Time</u>	<u>% of Earnings</u>
1 to 4 years	116.25 hours	6% of regular pay
5 to 10 years	155 hours	8% of regular pay
11 to 19 years	193.75 hours	10% of regular pay
20 years and over	232.50 hours	12% of regular pay

Effective upon ratification, the rate at which vacation entitlements are earned shall be governed by the total length of such service as follows:

<u>Years of Continuous Employment</u>	<u>Vacation Time</u>	<u>% of Earnings</u>
1 to 3 years	116.25 hours	6% of regular pay
4 to 8 years	155 hours	8% of regular pay
9 to 15 years	193.75 hours	10% of regular pay
16 years and over	232.50 hours	12% of regular pay

19.02 Part-Time Employees are entitled to vacation time as set out in Clause 19.01 on a pro-rated basis in accordance with the following formula;

$$\begin{array}{r} \text{Hours worked at} \\ \text{the base rate of pay} \end{array} \times \begin{array}{r} \text{The applicable} \\ \text{\% outlined} \\ \text{above} \end{array} = \begin{array}{r} \text{Number of hours of} \\ \text{paid vacation time to be} \\ \text{taken} \end{array}$$

19.03 An Employee shall be granted the vacation period preferred by the Employee at such time as may be mutually agreed by the Employer and the Employee. Employees shall be entitled to take their vacation pay and vacation accrual equal to one year's accrual in one unbroken period. The granting of vacation period is subject to operational requirements.

19.04 (a) ~~Effective January 1st, 2022,~~ The Employer shall post two (2) vacation schedule planners each year.

(b) The first vacation schedule planner will be posted by ~~March~~ **February 1st** and where an Employee submits their vacation preference by ~~March 31st~~ **February 28th** of that year, the Employer shall indicate approval or disapproval of that vacation request by ~~April 30th~~ **March 31st** of the same year. The first vacation schedule planner will cover the May 1st to October 31st period.

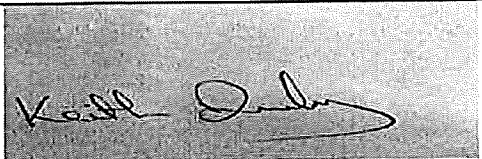
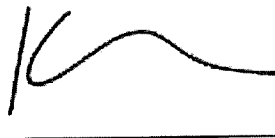
(c) The second vacation schedule planner will be posted by ~~September 1st~~ **August 1st**, and where an Employee submits their vacation preference by ~~September 30th~~ **August 31st** of that year, the Employer shall indicate approval or disapproval of that vacation request by no later than ~~October 31st~~ **September 30th** of the same year. The second vacation schedule planner will cover the November 1st to April 30th period.

(d) Where two (2) or more Employees have requested the same vacation period preference and through consultation a compromise cannot be reached preference will be given to the Employee with the most seniority.

AUPE/Park Place Copper Sky Sign-offs

- (e) Vacation approval will be given on a first come first serve basis for vacation request outside of the planners.
- (f) The Employer shall indicate approval or disapproval of vacation request outside of the planner within ten (10) calendar days of the request being submitted.
- (b) **19.05** An Employee shall have the right to utilize vacation credits provided the utilization does not exceed the total vacation earned by the Employee at the time of taking the vacation.
- (c) **19.06** Employees are encouraged to use their vacation entitlement in the calendar year in which they are accrued. Employees may carry forward two weeks of accrued vacation into the following year. They are required to utilize all other accrued vacation credits (beyond the two weeks) before the end of each year – December 31st. Any unused vacation credits beyond two weeks will be paid out on a separate cheque by January 31st.
- (d) **19.07** An Employee may be permitted to carry forward an additional portion of unused vacation to the next year upon approval from the site manager Leader. A request to carry forward unused vacation credits shall not be unreasonably denied.

- 19.05-19.08 An Employee who resigned or whose service is terminated shall receive vacation pay in lieu of all vacation earned but not taken.
- 19.06 19.09 No Employee may continue to work and draw vacation pay in lieu of taking their vacation.
- 19.07 19.10 Only those hours paid at the basic rate of pay and on a Named Holiday will be recognized for the purpose of determining vacation pay accrual.

FOR THE EMPLOYER	FOR THE UNION
	
DATE: 21 April 2023	DATE: April 21, 2023

ARTICLE 20
BENEFITS

20.01 Employees employed for a full-time equivalent of 0.568 0.50 or greater are eligible for benefits. Providing a Full-Time or Part-Time Employee meets the qualifying periods of employment for coverage and meets any other requirements for participation as determined by the Employer or the insurer, for the benefits listed below.

The Employer agrees to pay a total of seventy percent (70%) of the total cost of the premiums, with the Employees paying the remaining thirty percent (30%) of the total cost of the premiums.

(a) A Prescription Drug Plan that provides eighty percent (80%) reimbursement of eligible expenses up to the established maximums provided for within the benefit carrier contract which shall include a direct pay drug card.

(b) A Dental Plan that provides eighty percent (80%) reimbursement of eligible basic services up to the established maximums of \$1,500.00 provided for within the benefit carrier contract.

The Dental Plan will include fifty percent (50%) reimbursement of extended services up to a maximum of \$1,500.00 per calendar year.

The Dental Plan will include fifty percent (50%) reimbursement of orthodontic services with a lifetime maximum of \$1,500.00 provided to children under 19 years of age

(c) A Group Insurance Plan, inclusive of:

(i) Basic Life Insurance in the amount of \$25,000.00.

(ii) Basic Accidental Death and Dismemberment Insurance.

The above benefits are taxable benefits to Employees. The Employee acknowledges that it is a condition of employment that they enroll in certain benefit plans, and that tax owing on benefit premiums and/or benefit coverage's will be the sole responsibility of the Employees.

20.02 For all Employees eligible for benefits in accordance with Article 20.01.

The sum of ~~five hundred (\$500.00)~~ **seven hundred and fifty (\$750.00)** dollars per year of each benefit eligible Employee shall be allocated by the Employer to a Flexible Health Spending Account.

~~Effective upon ratification, the sum of seven hundred and fifty (\$750.00) dollars per year of each benefit eligible Employee shall be allocated by the Employer to a Flexible Health Spending Account.~~

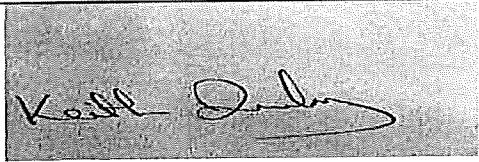

20.03 The provisions of the insurance policies and the plans as amended from time to time by the Employer or the insurance carrier shall govern with respect to eligibility for participation, premiums paid and benefits provided. These documents shall not be considered part of or considered incorporated into the Agreement, nor shall the Employer be considered an insurer. The Employer shall consult with the Union prior to any change to insurance carriers and will make reasonable efforts to ensure that such changes does not result in an overall reduction in benefits or coverages.

20.04 The Employer will provide the Union with copies of the plan text for any benefit

provided in this Article at the onset of collective bargaining and within thirty (30) days following any changes to the plan text. This includes, but is not limited to: Prescription Drugs, Dental Plan, Group Insurance and Long Term Disability Plan.

20.05 The Employer shall have meaningful consultation with the Union prior to any change to insurance carriers and will ensure that such changes does not result in an overall reduction in benefits or coverages.

20.06 This Article shall not apply to Casual Employees. Temporary Employees are entitled to benefits under this Article after six (6) months of completed service.

FOR THE EMPLOYER	FOR THE UNION
	
DATE: 1 June 2023	DATE: May 31, 2023

ARTICLE 21
SICK LEAVE

- 21.01 Sick Leave shall be provided to permanent Full-time and Part-time Employees when they are absent from work due to a bona fide illness or injury that is not covered by the provisions of the *Workers' Compensation Act*.
- 21.02
- (a) Sick leave credits for Full-time and Part-Time Employees shall be earned and computed at the rate of 11.07 hours per 168 hours of regular scheduled hours of work at the basic rate of pay, up to a maximum credit of 930 hours.
 - (b) For the purpose of computing sick leave credits, the following shall not be counted
 - (i) hours worked in addition to regular scheduled hours of work; and
 - (ii) hours worked and paid at overtime rates.
 - (c) For the purpose of computing sick leave accumulation, the following shall be counted as working days:
 - (i) days of work;
 - (ii) days on which the Employee is on vacation;
 - (iii) days on which the Employee is on leave of absence with pay pursuant to the terms of this Collective Agreement;
 - (d) When an Employee has accrued the maximum sick leave credits the Employee shall no longer accrue sick leave credits until such time as the Employee's total accumulation is reduced below the maximum. At that time the Employee shall recommence accumulating sick leave credits, in accordance with Clause 21.02 (a) above.
 - (e) **Probationary Employee**
After an Employee has completed the probationary period, the Employee shall be allowed a credit for sick leave from the date of employment provided however, that the Employee shall not be entitled to apply sick leave credits to the completion of the probationary period.
 - (f) Employees cannot use sick leave credits for any purpose other than when they are absent from work due to a bona fide illness or injury that is not covered by the provisions of the *Workers' Compensation Act*, subject to Article 22 (WCB).
- 21.03
- (a) Employees reporting sick shall do so to the Employer at a minimum of two (2) hours prior to the start of the shift, as soon as possible, in order that a replacement may be arranged for or duties redistributed. Failing to do so, the Employee shall be considered absent without leave and the Employer may make a deduction in pay for the time that expires between the time the Employee should have reported for work and the time at which the Employee reported sick.
 - (b) **When an Employee calls in sick, the Employer shall only ask if the illness is related to a current outbreak in the facility. The Employer shall not provide medical advice.**
 - (c) **Once an Employee indicates they are unable to work due to illness, they**

shall not be required to report to work while the illness continues or continue to work.

- 21.04 Subject to Clauses 21.01, 21.02 and 21.03 an Employee granted sick leave shall be paid at the Employee's basic rate of pay for regularly scheduled hours absent due to illness, and the number of hours thus paid shall be deducted from the Employees accumulated sick leave credits up to the total amount of their accumulated credits at the time the sick leave commenced.
- 21.05 From time to time, an Employee may require a short period of absence from work with pay to attend to medical/dental appointments, which cannot be undertaken after working hours. Such hours shall be deducted from the Employee's accumulated sick leave credits. The Employer may require proof of attendance at such appointment.
- 21.06 (a) No sick leave shall be granted for any illness which is incurred once an Employee commences their vacation; in this event, the Employee will only receive vacation pay.
- (b) Sick leave shall be granted if an Employee becomes ill during their vacation period as stated in Clause 21.06 (a) above, only after the expiry of the Employee's vacation and provided the illness continues beyond the vacation;
- (c) Notwithstanding the provisions of Clause 21.06 (a) and (b), should an Employee be admitted to the hospital on an ~~"in-patient" or "out-patient"~~ basis during the course of the Employee's vacation, they shall be considered as being on sick leave for the period of hospitalization and subsequent period of recovery, provided they notifies the Employer upon return from vacation and provides satisfactory proof of their hospitalization. Vacation time not taken as a result of such stay in hospital shall be rescheduled to a mutually agreeable time.
- ~~"Outpatient" shall mean an Employee who is undergoing scheduled hospital treatments as a result of illness or injury occurring during their vacation period.~~
- 21.07 An Employee who has exhausted their sick leave credits during the course of an illness, and the illness continues shall be deemed to be on leave of absence without pay or benefits except as provided in Article 21, for the duration of the illness or as provided below, whichever first occurs. The Employee shall keep the Employer advised as to when they shall be expected back to work and shall provide the Employer with ~~twenty-eight (28) days~~ **fourteen (14) days** written notice of readiness to return to work and:
- (a) if the Employee is capable of performing the duties of the Employee's former position they shall be reinstated by the Employer in the same position which they held immediately prior to the Employee's disability at not less than the same increment in the salary schedule and other benefits that accrued to the Employee prior to their disability;
- (b) if the Employee is incapable of performing the duties of the Employee's former position, when operationally possible the Employer will place the Employee in an available position that the Employee has the qualifications, skill and ability to perform. In such a case the Union agrees to waive the posting provisions of the Collective Agreement;
- (c) **Employment Relationship Terminated**

at the expiration of twenty-four (24) months from the last day of paid sick leave, if an Employee:



- (i) is not capable of resuming work pursuant to section (a), or
- (ii) for whom pursuant to section (b), alternate employment is not available, it shall be deemed that the employment relationship has terminated, provided that such termination is not contrary to any right conferred under this Agreement or any law of Canada or Alberta.

21.08 Upon termination of employment all sick leave credits shall be cancelled.

21.09 **Temporary Employees**

Temporary Employees are not eligible for sick leave benefits, unless employed in a temporary capacity with an anticipated end date of twelve (12) months or longer. Temporary Employees who qualify for sick leave benefits will be entitled to the benefits set out in Clause 21.02. Casual Employees are not entitled to sick leave.

21.10 A Physician's statement may be required, in a form acceptable to the Employer, for any absence from work by an Employee verifying the reasons for the absence, whether modified duties may be performed by the Employee, as well as a prognosis as to the Employee's return date. If an Employee is required to produce proof of illness the Employer shall cover the cost associated with obtaining such proof upon production of a receipt.

FOR THE EMPLOYER	FOR THE UNION
	
DATE: 21 April 2023	DATE: April 21, 2023

ARTICLE 22
WORKERS' COMPENSATION

22.01 Workers' Compensation Board coverage will be provided by the Employer for an Employee. In accordance with the *Income Tax Act*, Workers' Compensation benefits are not taxable.

22.02 An Employee who is unable to work as a result of a disability incurred while on duty in the service of the Employer and who qualifies for benefits in accordance to the *Workers' Compensation Act* will receive benefits directly from the Worker's Compensation Board.

22.03 Employees will be eligible to apply for sick leave benefits during the period of time they are waiting for the receipt of their claim for WCB. Sick leave benefits will be payable provided:

- (a) the Employee has sick leave credits available; and
- (b) the Employee meets the eligibility requirements for sick leave; and
- (c) the Employee assigns their WCB benefits to the Employer on to the extent that it is required for the Employer to recover the money that was paid out for sick leave once the WCB claim has been approved.

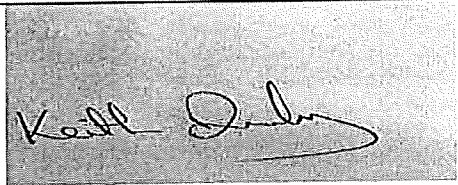

After the money for sick leave has been recovered from the assigned WCB benefits the Employer will then reinstate the Employee's sick leave credits to the appropriate level and, the Employee shall receive their benefits directly from the Workers' Compensation Board.

22.04 Employees shall not be paid sick leave benefits when they are absent from work and drawing Workers' Compensation. An Employee absent on Workers' Compensation for a period in excess of thirty (30) calendar days shall not accumulate sick leave credits or vacation entitlement during the period of absence.

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

22.06 An Employee who has been on Workers' Compensation in excess of thirty (30) calendar days and who is certified by the Workers' Compensation Board as fit to return to work and who is capable of performing the duties of their former position, shall provide the Employer with fourteen (14) calendar days written notice of readiness to return to work. The Employer may accommodate return to work sooner than fourteen (14) calendar days where agreeable between the Employer and the Employee.

22.07 The Employee shall keep the Employer informed of the progress of their condition on an ongoing basis.

FOR THE EMPLOYER	FOR THE UNION
	
DATE: 12 Dec 2022	DATE: Dec 6, 2022

ARTICLE 23
LEAVE OF ABSENCE

23.01 General leaves of absence and provisions:

- (a) The Employer, at sole discretion, may grant a leave of absence to an Employee without pay, benefits and without loss of seniority. ~~for good and sufficient cause.~~
- (b) Applications for a leave of absence shall be submitted in writing to the Employer as early as possible, but no less than two (2) weeks in advance of the intended start date of the leave of absence in order that staff substitutions may be arranged. Applications shall indicate the date of departure on leave and the date of return. A false statement in an application for leave of absence or neglect to return at the end of the leave granted may result in discipline up to and including dismissal which shall be reported to the Union.
- (c) All leave of absences must be pre-approved by the ~~Director of Operations~~ Employer in writing.
- (d) Sick leave entitlement, vacation entitlement and credit towards increments do not accrue during any leave of absence without pay in excess of thirty (30) calendar days. An Employees seniority dates will not be altered by virtue of a leave of absence of thirty (30) days or less, unless otherwise specified in this Article.
- (e) Employees are not entitled to Named Holidays with pay during any leave of absence.
- (f) Subject to approval by the Insurer(s) and the Employer, Employees on a leave of absence may request that they maintain coverage of contributory plans specified in Article 20, provided that the Employee makes prior arrangements to pay full premium costs of both parties in a lump sum or on a monthly basis. A failure to remit the payment required above will result in cancellation of benefits.

23.02 Maternity and Parental Leave

- (a) Employees who have completed ninety (90) days of continuous employment with the Employer shall be eligible for:
 - (i) Maternity Leave
Upon providing at least six (6) weeks advance written request indicating the anticipated start and return to work dates, a leave of absence without pay or benefits and without loss of seniority shall be granted to a maximum of sixteen (16) weeks within a seventy-eight (87) week period.
 - (ii) Unless otherwise specified within this Agreement, all other matters pertaining to the maternity and parental leave shall be referenced against provincial legislation governing maternity and parental leave.
 - (iii) Parental Leave
To qualify, the Employee shall be either the birth or the adoptive parent of a child. Upon at least six (6) weeks advance written request indicating the anticipated start and return to work dates, a

leave of absence without pay or benefits and without loss of seniority shall be granted to a maximum of sixty-two (62) weeks within a seventy-eight (78) week period.

- (b) In the event that a pregnant Employee requires a leave of absence for medical reasons in the early stages of pregnancy the Employee may request further leave without pay and benefits as provided by the General Leave Article.
- (c) An Employee on Maternity or Parental leave may maintain their benefits by paying the full cost of the premiums (Employee and Employer portion) while on leave. An Employee who wishes to maintain benefits under this article shall make arrangements with the Employer for the full cost of the premiums prior to commencing Maternity or Parental leave.
- (d) An Employee on Maternity or Parental leave must give the Employer at least four (4) weeks written notice of the date on which the employee intends to resume work and, in any event, must give notice no later than four (4) weeks before the end of the leave period to which the Employee is entitled to or four (4) weeks before the date on which the Employee has specified as the end of the Employee's leave period, whichever is earlier.
- (e) On return from Maternity or Parental leave, the Employee will be placed in their former regularly scheduled position, if it still exists. If the position no longer exists, such Employee will have access to the layoff and recall provisions as applicable within the Agreement.
- (f) Seniority and service will continue to accrue during the approved Maternity and Parental leave consistent with the Employee's rotation at the time the said leave commenced.

23.03

Bereavement Leave

- (a) In the event of a death in the immediate family of a Full-time or Part-time Employee, who has successfully completed their required probationary period, the Employer shall provide the following:
 - (i) Bereavement leave up to a maximum of three (3) consecutive working days with pay upon the death of a spouse, common-law spouse, fiancé, legal guardian, child, parent, or spouse's parent, step-parent, brother, sister, step-brother, step-sister, brother-in-law, sister-in-law, son-in-law, daughter-in-law, niece, nephew, step child, aunt, uncle, grandfather, grandmother, or grandchild.
 - (ii) If the Employee is required to travel in excess of three hundred (300) kilometres one (1) way to attend a funeral of a person referred to in paragraph (i) above, the Employee may request a maximum of an additional two (2) paid working days for said travel. Such time shall be granted at the sole discretion of the Director of Operations.
- (b) Upon request the Employer may extend bereavement leave in paragraph (a)(i) by up to two (2) additional days where extenuating circumstances warrant.
- (c) Upon request the employer may grant unpaid bereavement leave up to one (1) working day to attend the funeral of a close friend or relative not listed in paragraph (a)(i).

Any Employee taking leave under this Article may be required to provide, in a form acceptable to the Employer, proof of death or travel **but shall not require the death certificate.**

23.04 Jury or Crown Witness Duty

- (a) The Employer will pay an Employee their normal hourly earnings for the day(s) spent serving Jury Duty, provided proof of a subpoena for Jury Duty or proof of Jury service has been given to the Employer, and the Employee remits to the Employer the cheque they received from the Court for participating in Jury Duty or Jury Service.
- (b) An Employee subpoenaed by the Crown as a Witness will be paid their normal hourly earnings for time spent in Court, provided the Employee provides a copy of the Crown Subpoena to the Employer, and the Employee remits to the Employer the cheque they received from the Court for serving as a Crown Witness.

23.05 Education Leave

- (a) At its sole discretion, the Employer may upon written request and the Employee who has completed their probationary period, grant the Employee an unpaid leave of absence for the purpose of allowing an Employee to upgrade their education.
- (b) The general provisions regarding leave absence in Article 23.01 apply to Education leaves of absence.

23.06 Compassionate Care Leave

- (a) The Employer recognizes the potential need for Employees to care for gravely ill or dying family members or other qualified persons.
- (b) Qualified person means a person in a relationship with the Employee for whom the Employee would be eligible to receive the compassionate care benefit under Employment Insurance legislation.
- (c) When a regular Employee who is required to care for a qualified person with a serious medical condition with a significant risk of death within twenty-six (26) weeks from the date of the request, the Employee shall be entitled to leave of absence without pay for a period of twenty-seven (27) weeks. An Employee who wishes to maintain benefits under this Article shall make arrangements with the Employer for payment of the full cost of the premiums.
- (d) In order to qualify for leave under this provision, the Employee shall meet the eligibility requirements of the *Employment Insurance Act* and Regulations.
- (e) Employees may be required to submit to the Employer, proof demonstrating the need for compassionate care leave, in a form acceptable to the Employer.

23.07 Special Leave

If an Employee who has completed their probationary period is unable to report to work as the result of an urgent situation requiring the Employee's personal attention, the Employee shall inform the Employer with as much advance notice as possible and they shall use either sick leave, a day in lieu of a Named Holiday, banked overtime or an unpaid leave of absence for the hours not worked. Such

absence from work shall not exceed four (4) working days per year.

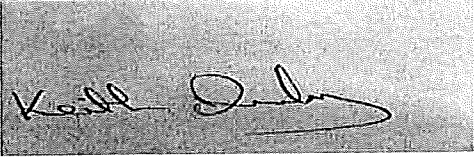

23.08

Political Office

- (a) The Employer recognizes the right of an Employee to participate in public affairs. The Employer shall allow leave of absence without pay so that an Employee may be a candidate in federal, provincial or municipal elections.
- (b) Applications for a leave of absence shall be submitted in writing to the Employer as early as possible, but no less than two (2) weeks in advance of the intended start date of the leave of absence in order that staff substitutions may be arranged. Applications shall indicate the date of departure on leave and the date of return.
- (c) Employees who are elected to public office shall be allowed leave of absence without pay for a maximum of one (1) term.

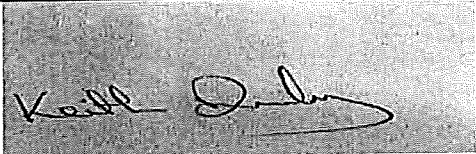

23.09

Clauses 23.03, 23.04, 23.05, 23.06, 23.07 and 23.08 shall not apply to Temporary or Casual Employees, or Full-time or Part-time Employees on a leave of absence, sick leave, off work on disability benefits, layoff or on Workers' Compensation Benefits.

FOR THE EMPLOYER	FOR THE UNION
	
DATE: 1 June 2023	DATE: May 31, 2023

ARTICLE 24
UNION REPRESENTATIVES LEAVE

- 24.01 Where it is necessary for a Union Member to make a request for a leave of absence to perform the duties of any office of the Union, the application for leave must be made in writing to the Employer for approval. The application for leave shall be with as much notice as possible and where possible two (2) weeks notice shall be provided.
- 24.02 The Employer shall not unreasonably withhold leave of absence for Employee's elected or appointed to represent the Union at Negotiations, Conventions, Workshops, Institutes, Seminars, Schools, or to attend meetings as a member of the Union's Provincial Executive Board or to attend to other business of the Union that may arise from time to time.
- 24.03 When leave to attend to Union Business has been approved, it shall be granted with pay. The Union agrees to reimburse the Employer for the actual salary and premiums the Employee would have received had they been at work plus an amount determined by the Employer to cover the cost of benefits.
- 24.04 When it becomes necessary at the request of an Employee, for a Union Steward to leave their job, for the purpose of grievances, investigations or to attend meetings with the Employer as a Steward, once approved by the Employer, the Steward shall suffer no loss of pay.
- 24.05 One (1) Employee may be elected to a Full-time position with the Union. The elected Employee shall be granted a leave of absence without pay and without loss of seniority. If permissible by the carriers, the Employee shall have the right to pay the full cost of benefits, including the Employers share during the period of such leave of absence.
- 24.06 The Employer shall grant up to three (3) Employees time off to meet the Union to prepare for negotiations or to meet with the Employer during contract negotiations. The time off shall be given as per Clause 24.03.

FOR THE EMPLOYER	FOR THE UNION
	
DATE: 21 April 2023	DATE: April 21, 2023

ARTICLE 25

TEMPORARY EMPLOYEES

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

(a) ~~Article 26 (Layoff/Recall Procedure)~~

(b) ~~Article 27 (Discipline and Dismissal)~~

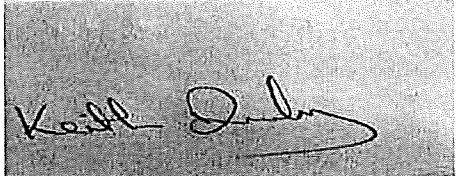

~~that are superseded and replaced by the following:~~

unless stated otherwise.

25.02 (a) A Temporary Employee shall not have the right to grieve the termination of the term position.

(b) **Where the Employer intends to end the position earlier than indicated in the letter of offer,** the Employer shall provide at least seven (7) calendar days written notice of termination of their term position.

(c) An Employee occupying a temporary position shall retain their seniority and shall not have the right to grieve placement pursuant to Article 11 when no longer required in that capacity.

FOR THE EMPLOYER	FOR THE UNION
	
DATE: 27 Jan. 2023	DATE: January 26, 2023

ARTICLE 26
LAYOFF/ RECALL PROCEDURE

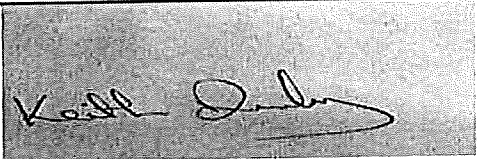

- 26.01 When, in the opinion of the Employer, it becomes necessary to displace an Employee, due to a reduction of the workforce or reduction in regularly scheduled hours of work of a regular Employee, the Employer will notify Employees in writing who are to be laid off at least twenty-eight (28) calendar days prior to the date of the layoff, except that no notice is required where layoff results from emergency conditions or circumstances, including an act of God, fire, flood, or a work stoppage by Employees not covered by this Collective Agreement.
- 26.02 The Employer and the Union recognize the value of meeting prior to the layoff process occurring. The purpose of this meeting is to discuss how the process of the reduction will take place, review the current seniority list, and discuss other relevant factors the parties agree upon.
- 26.03 In determining the order of layoff, the Employer shall lay off Employees by position in reverse order of seniority provided that the remaining Employees have the qualifications to perform the available work satisfactorily.
- 26.04 No new Full-time or Part-time Employees will be hired while there are other Employees on layoff as long as laid off Employees have the qualifications, skills and ability to perform the work required and are available to do so.
- 26.05 Employees affected by layoff shall make prior arrangements for payment of the full premium of any applicable benefit plan. Failure to make arrangements for payment will result in termination of all benefits.
- 26.06 Other than the continuance of certain benefits as may be arranged under Clause 26.05 and the retention of seniority under Article 10 (Seniority), an Employee's right while on layoff shall be limited to the right to recall only as specified in Clauses 26.07 and 26.08.
- 26.07 Employees on layoff are responsible for informing the Employer of any change in address or telephone number which may be used to contact them for recall.
- 26.08 When recalling Employees on lay-off, recalls shall be carried out in order of seniority provided the Employee being recalled has the qualifications, skills and abilities to perform the required work satisfactorily.
- 26.09 Termination of Recall Rights
The employment of an employee shall be considered terminated when the Employee does not accept recall, or has not had their status changed their status to casual by applying on a casual position vacancy prior to the layoff end date, or has been on layoff for twelve (12) months without being recalled; or upon receiving Severance Pay in accordance with clause 26.10.
- 26.10 Severance
Commencing on the date of ratification of this Agreement, in the event of layoff resulting in permanent reductions of regular Employees, severance pay shall be granted in accordance with the following severance schedule:
- | | | |
|-----------------------------------|---|-----------------------|
| Service between 3 months & 1 year | - | 1 weeks severance pay |
| Service between 1 year & 2 years | - | 2 weeks severance pay |
| Service between 2 years & 4 years | - | 3 weeks severance pay |
| Service between 4 years & 6 years | - | 6 weeks severance pay |

AUPE/Park Place Copper Sky Sign-offs

- Service between 6 years & 8 years – 8 weeks severance pay
- Service greater than 8 years – 10 weeks severance pay

26.11 Casual and Temporary Employees

This Article shall have no application to Casual and Temporary Employees.

FOR THE EMPLOYER	FOR THE UNION
	
DATE: 21 April 2023	DATE: April 21, 2023

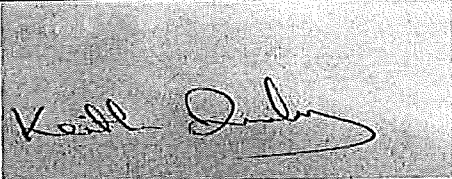

ARTICLE 27
DISCIPLINE AND DISMISSAL

- 27.01 Except for the dismissal of an Employee serving a probation period, no Employee shall be disciplined or dismissed without just cause.
- 27.02 ~~Where disciplinary action is to be issued, the Employer shall schedule a disciplinary discussion meeting with the Employee by giving advance notice, which shall not be less than twenty-four (24) hours. An Employee shall have the right to Union representation during a disciplinary meeting with the Employer. An Employee shall have the right to waive the right to Union representation if the Employee wishes.~~
- 27.03 When disciplinary action is taken against an Employee, the Employee and the Union shall be informed in writing as to the reason(s) for such action.
- ~~27.04 The Employee shall be given opportunity to sign any written notice of discipline, for the sole purpose of indicating that the Employee is aware of the disciplinary notice.~~
- 27.05 An Employee who has been subject to disciplinary action pursuant to Clause 27.01 may, subject to the following time periods set out below, request in writing that their personnel file be cleared of the record of the disciplinary action.
- (a) For discipline excluding suspensions, after eighteen (18) months of active employment exclusive of unpaid leaves of absence from the date the disciplinary action was invoked.
- (b) For discipline involving suspensions, after twenty-four (24) months of continuous service exclusive of unpaid leaves of absence from the date the disciplinary action was invoked.
- Such request shall be granted provided the Employee's personnel file does not contain any further record of disciplinary action during the applicable time period set out in (a) and (b) above. The Employer shall confirm in writing to an Employee who requests and who is eligible to have their personnel file cleared that such action has been effected.
- 27.06 When an Employee has grieved a disciplinary action and a designated officer of the Employer has either allowed the grievance or reduced the penalty levied against the Employee, the personnel file of the Employee shall be amended to reflect this action provided this action results in the abandonment or withdrawal of the grievance.
- 27.07 Once a year, or if the Employee has commenced grievance proceedings under Article 29, the Employee may:
- (a) Upon not less than three (3) working days notice, Employees and their representative(s), upon written authorization of the Employee, shall have reasonable access to their employment file and shall on request be provided with copies of materials contained in the employment file, which shall be corrected if inaccurate.
- (b) Where an Employee has requested the entire contents of the file for reasons other than a grievance, the Employer shall be entitled to charge a reasonable fee for copying.

Reporting to Licensing Body

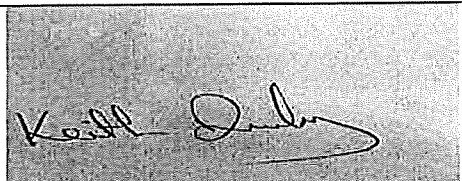

- 27.08 In the event an Employee is reported to their licensing body by the Employer, the Employee shall be so advised and unless otherwise requested, a written copy of all information provided to the licensing body regarding an incident shall be

provided to the Employee and forwarded to the Union.

FOR THE EMPLOYER	FOR THE UNION
	
DATE: 12 Dec 2022	DATE: Dec 6, 2022

**ARTICLE 28
OCCUPATIONAL HEALTH AND SAFETY**

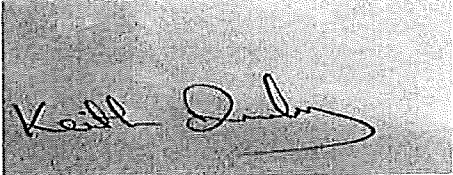

- 28.01 The *Occupational Health and Safety Act* requires a Joint Worksite Health and Safety Committee. The Joint Worksite Health and Safety Committee is to consider matters arising with respect to Occupational Health and Safety in the workplace and recommend corrective action, program changes or promote Health and Safety measures. The committee will make recommendations to the Employer in that regard. The Employer has thirty (30) days to remedy issues identified by the Committee and must respond in writing to the Committee detailing the remedy. If the issue is not resolved satisfactory or the resolution exceeds the thirty (30) day period an Occupational Health and Safety Officer can be called.
- 28.02 The Worksite Health and Safety Committee shall be composed of equal representatives of the Employer and representatives of the Union and the Union shall have the right to designate two (2) members of the bargaining unit as members of the Worksite Health and Safety Committee.
- 28.03 The Worksite Health and Safety Committee shall meet at least four (4) times per year, or more frequently if required and mutually agreed to by the Employer and the Union **Committee members**, at a mutually acceptable hour and date.
- 28.04 Minutes of each Worksite Health and Safety meeting shall be taken and shall be approved by the Employer and the Union co-chairperson prior to circulation. **Once approved Minutes shall be posted on the OH&S board.**
- 28.05 The Basic Rate of Pay will be paid to Employees for time spent in attendance at an official meeting of the OH&S Committee.
- 28.06 The Employer shall ensure the Worksite Health and Safety Committee members are provided with orientation and training at no cost to the Committee participants.
- 28.07 The terms of reference of the Worksite Health and Safety Committee will be decided jointly by the committee representatives.
- 28.08 The Employer shall ensure that an adequate supply of protective apparel and equipment (i.e. gloves, gowns, masks, protective eyewear, digital equipment).

FOR THE EMPLOYER	FOR THE UNION
	
DATE: 12 Dec 2022	DATE: December 6, 2022

ARTICLE 29

EMPLOYEE-MANAGEMENT ADVISORY COMMITTEE

- 29.01 An Employee-Management Advisory Committee (EMAC) shall be established. The desired functions of the EMAC are to examine and make recommendations regarding the concerns of Employees relative to resident care and other matter related to employment, not covered within the Collective Agreement.
- 29.02 The Union Chapter Chair ~~Person~~ shall provide the names of up to four (4) elected Employees and the Employer shall provide the names of up to four (4) appointed representatives to sit on the EMAC in Clause 29.01.
- 29.03 The Employee shall be paid their basic rate of pay for attendance at EMAC meetings.
- 29.04 The terms of reference of the EMAC will be decided jointly by the committee representatives and shall include the frequency of the meetings.
- 29.05 **Minutes of each meeting shall be taken and shall be approved by the Employer and the Union co-chairperson prior to circulation. Once approved, minutes shall be posted on the Union bulletin board.**
- 29.06 Unless there are no agenda items for a meeting, meetings shall be quarterly, and, by mutual agreement, additional meetings may be scheduled.

FOR THE EMPLOYER	FOR THE UNION
	
DATE: 9 Feb. 2023	DATE: Feb 9, 2023

ARTICLE 30
GRIEVANCE PROCEDURE

30.01

A grievance shall be defined as any difference concerning the interpretation, application, operation or alleged violation of this Agreement, and shall be categorized as follows:

- (a) An individual grievance is a difference affecting one (1) Employee. Such grievance shall be initiated at the appropriate level of the grievance procedure as outlined in clause 30.02; or
- (b) A group grievance is a difference affecting two (2) or more Employees, seeking the same redress. Such grievance shall be initiated in the same manner as an individual grievance as outlined in clause 30.02. A group grievance shall list all Employees who consent to be included in the grievance. The results of a group grievance shall be applied to all affected Employees; or
- (c) A policy grievance is a difference that seeks to enforce an obligation of the Employer to the Union or the Union to its members or to the Employer. A policy grievance shall not be an obligation that may or could have been the subject of a grievance by an Employee. A policy grievance shall be initiated in writing at Step 2 of the grievance procedure within ten (10) days of notice of the act causing the grievance.
- (d) The Employer's Representative and the Union Representative shall exchange all particulars known to them, that would assist in resolving a grievance at each step of the grievance procedure.

30.02

Grievance Process

Step 1

The Employee(s) will attempt to resolve differences through informal means, where possible, prior to proceeding with a written grievance. Employees and their manager should first seek to resolve differences through meaningful discussion with or without a representative of the Union within ten (10) days of the occurrence of the incident causing the difference or the time the Employee should have first become aware of the incident causing the difference.

Step 2

- (a) Failing settlement at Step 1, the Employee and the Union Representative shall submit the grievance in writing to the Site Leader, or their designate within ten (10) days of the discussion held at Step 1.
- (b) The grievance must be presented in writing and signed by the Union and must contain:
 - (i) facts giving rise to the grievance;
 - (ii) the provision(s) of the Agreement considered to be contravened; and
 - (iii) the remedy sought.
- (c) The Union, by notice in writing to the Site Leader, may withdraw a grievance at any stage of this grievance procedure.
- (d) The aggrieved Employee(s) and their Union Representative, unless otherwise mutually agreed to by the parties, shall meet with the Site Leader

or their designate within ten (10) days of the submission of the grievance in writing unless otherwise mutually agreed to by the parties.

- (e) The Site Leader (or designate) shall reply within ten (10) days of the grievance meeting.
- (f) If the grievance is not satisfactorily resolved at Step 2, the grievance may be referred to Step 3.

Step 3

If the grievance is not resolved under Step 2 above, the Union or Employee may, within ten (10) days of receipt of the written decision of the Corporate Manger of Human Resources (or designate), submit the grievance in writing, specifying the nature of the grievance and redress sought, to the Corporate Manager of Human Resources(or designate) who will meet with the grievor(s) and their Union Representative within ten (10) days of the submission of the grievance and shall render a decision in writing to the Union within ten (10) days of hearing the grievance.

Step 4 - Arbitration

- (a) If the grievance is not satisfactorily resolved at Step 3, the Union may referred the grievance to Arbitration by notice in writing to the Corporate Manger of Human Resources (or designate) within ten (10) days after the Corporate Manger of Human Resources (or designate) replies in Step 3.
- (b) The notice of intent to refer the grievance to arbitration shall contain the name, address and business phone number of the Union's nominee to the Board of Arbitration.
- (c) The President (or designate) shall, within ten (10) days of receipt of the notice of intent to arbitrate, advise the Union of the name, address and business phone number of its nominee to the Board of Arbitration.
- (d) The two nominees shall, within ten (10) days of the appointment of the Employee's nominee appoint a third person who shall be the Chairman. If the Union and Employer nominees fail to agree upon a Chairman within the time limit (or such longer period of time as may be mutually agreed) then the Director of Mediation Services may be requested by either party to appoint a qualified person to act as Chairman.
- (e) The Arbitration Board shall not make any decision inconsistent with the provisions of this Agreement or make any decision which would alter, modify, amend, add to, or subtract from any part of this Agreement. The Arbitration Board shall not adjudicate any matter not specifically grieved in the grievance.
- (f) The decision of the majority of the Arbitration Board shall be the decision of the Board, but if there is no majority decision, the decision of the Chairman shall govern. The decision shall be final and binding upon both parties. Each party shall bear the expenses of their nominee and the expenses of the Chairman shall be shared equally.

Mandatory Time Limits

30.03

For the purposes of this Article, the time limits referred to herein shall be working days Monday to Friday, exclusive of Named Holidays. By mutual agreement of the Employer and the Union, **in writing**, the time limits specified in this Article may be extended at any Step.

- 30.04 (a) ~~It is the desire of both Parties to this Agreement to resolve grievances in a manner that is just and equitable, and it is not the intention of either the Employer or the Union to evade settlement of a dispute on a procedural technicality. Notwithstanding the foregoing, it is clearly understood time limits established herein are for the sake of procedural orderliness and are to be adhered to.~~
- (b) ~~Should either Party fail to adhere to the time limits, the onus is on that Party to show a justifiable reason for its' failure to adhere to such limits.~~

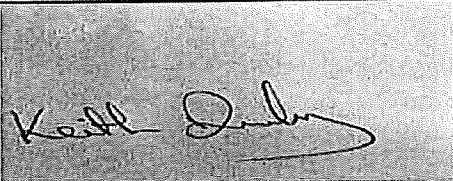

30.05 04 A grievance at Step 4 may, upon agreement of both parties, be submitted to a single Arbitrator.

30.06 05 A grievance may, upon agreement of both parties in writing, be submitted to Mediation for possible resolution before accessing the Arbitration process as explained in Step (4) of the Grievance procedure as follows:

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



30.07 06 Communication

- (a) Any notice which the Employer or members of its administrative staff are required to provide the Union in respect of any matter referred to in this Article shall be sufficient if delivered to the Union Representative.
- (b) Any notice which the Union is required to provide to the Employer in respect of any matter referred to in this Article shall be sufficient if delivered to the Site Leader or their designate.

FOR THE EMPLOYER	FOR THE UNION
	
DATE: 15 Dec 2022	DATE: December 15, 2022

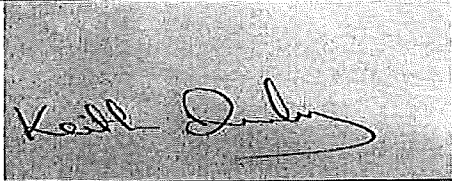
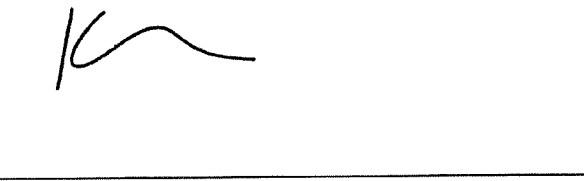
ARTICLE 31
PROFESSIONAL FEES

- 31.01 An Employee shall be eligible for reimbursement of dues paid to their Professional College, to a maximum of three hundred and fifty dollars (\$300.00 350.00), 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 the Employee's duties; and
 - (b) The Employee has accumulated a minimum of eight hundred and seventy-five (875) hours actually worked in the previous fiscal year.

FOR THE EMPLOYER	FOR THE UNION
	
DATE: 1 June 2023	DATE: May 31, 2023

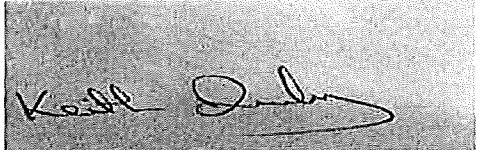

ARTICLE 32
POSITION JOB DESCRIPTIONS AND NEW POSITIONS

- 32.01 Employees holding Positions, which fall within the Bargaining Unit, shall be provided with a job description.
- 32.02 New Positions included in this Collective Agreement may be established by the Employer during the life of this Agreement. Basic hourly rates of pay for such new Positions shall be negotiated with the Union. If negotiations fail to produce an agreement, then the basic hourly rates of pay shall be settled by arbitration in accordance with Article 30 of this Collective Agreement.

FOR THE EMPLOYER	FOR THE UNION
	
DATE: 12 Dec 2022	DATE: December 6, 2022



ARTICLE 33
PAYMENT OF WAGES

- 33.01 The basic hourly rates of pay as set out in Schedule "A" shall be applicable to all Employees covered by this Collective Agreement.
- 33.02 All Employees shall be paid on a biweekly basis, and each Employee shall be provided with an itemized statement of earnings and deductions.
- 33.03 The Employees statement of earnings will include the amount of Employees Vacation accrued, Banked Overtime, Banked Stats and Sick Leave accrued.

FOR THE EMPLOYER	FOR THE UNION
	
DATE: 21 April 2023	DATE: April 21, 2023

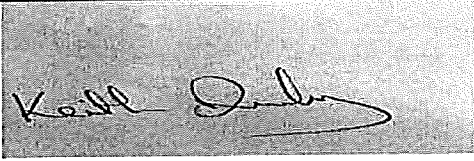

ARTICLE 34
IN-SERVICE PROGRAMS, PROFESSIONAL DEVELOPMENT

- 34.01 The Parties to this Collective Agreement recognize the value of continuing in-service education for Employees and that the responsibility for such continuing education lies, not only with the individual, but also with the Employer.
- 34.02 The Employer reserves the right to identify specific in-service sessions as being compulsory for Employee groups and those required to attend such sessions shall be paid at the applicable rate of pay for attendance.
- 34.03 An Employee who is required by the Employer to attend education programs shall be entitled to required course materials and registration fees.
- 34.04 ~~Licensed Practical Nurses~~ **Employees** who are required to attend professional development for the purpose of maintaining their ~~licence~~, **license**, shall by mutual agreement be entitled to required course materials, registration fees and pay at the applicable rate.

FOR THE EMPLOYER	FOR THE UNION
	
DATE: 1 June 2023	DATE: May 31, 2023

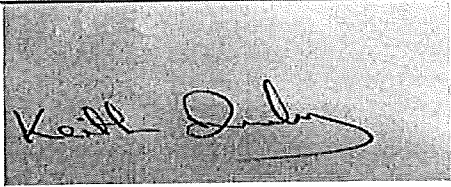

ARTICLE 35
REGISTERED RETIREMENT SAVINGS PLAN

- 35.01 The Employer shall maintain a Group Registered Retirement Savings Plan (RRSP).
- 35.02 Effective date of ratification, all current and new Full-Time and Part-Time Employees with a 0.568 0.50 FTE or greater who have completed the twelve (12) months of service shall have the option of enrolling in the Group Registered Retirement Savings Plan by providing written notice of their intent to participate.
- 35.03 Contributions
- (a) Each Employee who opts into the Group RRSP will be required to make bi-weekly contributions of thirty-five dollars (\$35.00), which will be matched on a dollar for dollar basis by the Employer. Employees who choose to contribute greater than thirty-five dollars (\$35.00) bi-weekly will be allowed to however the Employer is not required to match the additional contribution.
 - (b) For Employees with five (5) years of service with the Employer or more, the Employee will have the option to increase the bi-weekly contributions to a maximum of forty-five dollars (\$45.00), which will be matched on a dollar for dollar basis by the Employer. Employees who choose to contribute greater than forty-five dollars (\$45.00) bi-weekly will be allowed to however the Employer is not required to match the additional contribution.
 - (c) For Employees with ten (10) years of service with the Employer or more, the Employee will have the option to increase the bi-weekly contributions to a maximum of fifty-five dollars (\$55.00) which will be matched on a dollar-for-dollar basis by the Employer. Employees who choose to contribute greater than fifty-five dollars (\$55.00) bi-weekly will be allowed to however the Employer is not required to match the additional contributions.
 - (d) Years of Service with the Employer will be calculated based on the Employees start date with the Employer.
- 35.04 The Employer will provide the Union with copies of the plan text for the Pension Plan at the onset of collective bargaining and within thirty (30) days following any changes to the plan text.

FOR THE EMPLOYER	FOR THE UNION
	
DATE: 1 June 2023	DATE: May 31, 2023

ARTICLE 36
SHORT STAFFING

36.01 When the full staffing compliment, as per the shift schedule, is short the Employer shall contact all eligible Employees and offer the shift(s) to them at the Basic Rate of Pay. If, following this the shift(s) still remain unfilled, the Employer shall contact all eligible Employees and offer the shift(s) at overtime rates of pay in accordance with Article 13.

FOR THE EMPLOYER	FOR THE UNION
	
DATE: 10 Feb. 2023	DATE: Feb 10, 2023

LETTER OF AGREEMENT
between

COPPER SKY SENIORS COMMUNITY
And

ALBERTA UNION OF PROVINCIAL EMPLOYEES
on behalf of
Local 047 Chapter 015

National Day for Truth and Reconciliation

1. On June 3, 2021, the Government of Canada amended the *Canada Labour Code* to include the National Day for Truth and Reconciliation (NDTR), which is observed on September 30 of each year.
2. Copper Sky Seniors Community will provide the NDTR as a paid holiday effective 30 September, 2022, which shall be treated and managed in accordance with Article 18 but shall not be incorporated into that Article of the Collective Agreement and shall be separate and apart from it.
3. Should the administrative implementation of NDTR holiday not be achieved prior to 30 September, 2022 an amount of money equal to one days' pay at Basic Rate of Pay shall be paid to a Full-time Employee.
4. In the case of Part-time, Casual and Temporary Employees they shall be compensated in accordance with clause 18.07(a) of the collective agreement.
5. Clause 18.07(a) shall be amended to reflect a change from 5% to 5.2%.

On behalf of Copper Sky Seniors Community

.....
Signature

3 Nov. 2022
.....
date

On behalf of Alberta Union of Provincial Employees

.....
Signature

November 2, 2022
.....
Date