



**COLLECTIVE AGREEMENT**

**between**

**MOUNTAIN VIEW SENIORS' HOUSING  
(MOUNT VIEW LODGE)**

**and**

**ALBERTA UNION OF PROVINCIAL EMPLOYEES  
LOCAL 048 CHAPTER 045  
*ALL EMPLOYEE BARGAINING UNIT  
AUXILIARY NURSING CARE  
SUPPORT SERVICES***

**APRIL 24, 2018 – DECEMBER 31, 2021**

COLLECTIVE AGREEMENT

BETWEEN:

MOUNTAIN VIEW SENIORS' HOUSING

(MOUNT VIEW LODGE)

OF THE FIRST PART

and

THE ALBERTA UNION OF PROVINCIAL EMPLOYEES

On behalf of Local 048

OF THE SECOND PART

(on behalf of all employees employed at the Mountain View Seniors' Housing -- Mount View Lodge facility when employed in auxiliary nursing care and support services)

**This Collective Agreement made this \_\_\_\_\_ day of \_\_\_\_\_ 2020.**

WHEREAS Mountain View Seniors' Housing -- Mount View Lodge is an "Employer" pursuant to the *Code*, as amended.

NOW THEREFORE THIS COLLECTIVE AGREEMENT WITNESSETH that the Parties hereto in consideration of the covenants herein contained do agree with each other as follows:

**Dated at \_\_\_\_\_, Alberta this \_\_\_\_\_ day of \_\_\_\_\_, 2020.**

ON BEHALF OF MOUNTAIN VIEW  
SENIORS' HOUSING

ON BEHALF OF ALBERTA UNION  
OF PROVINCIAL EMPLOYEES

\_\_\_\_\_  
CHIEF ADMINISTRATIVE OFFICER

\_\_\_\_\_  
PRESIDENT

\_\_\_\_\_  
WITNESS

\_\_\_\_\_  
WITNESS

\_\_\_\_\_  
DATE

\_\_\_\_\_  
DATE

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## STATEMENT OF PURPOSE/PREAMBLE

WHEREAS the Parties agree the primary purpose and concern of the Employer is to be of service to the community as a non-profit organization providing housing management and supportive living services and offering the community subsidized social housing.

Whereas it is the mutual desire and intent of the Parties to:

- (i) Ensure the provision of the best possible service and quality resident care, by providing for the physical, emotional and social needs in a supportive living environment; and
- (ii) Protect the interests of residents, Employees and the Community; and
- (iii) Endeavor to act with the highest standards of integrity and accountability.

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

Therefore the purpose of this collective agreement can be achieved, most readily, by fostering and maintaining harmonious relationships between the Employer, Employees and the Alberta Union of Provincial Employees.

The Employer will promote initiatives that foster excellence, learning, personal responsibility, and growth for Employees.

The Parties recognize and understand the importance of Employees having an understanding of the Collective Agreement. To that end the Union will endeavor to be accessible to Employees to assist them in gaining a better understanding on specific issues and broad issues and interpretations.

**Article 1**

**TERM OF COLLECTIVE AGREEMENT**

- 1.01 This Collective Agreement shall be in force and effect from April 24, 2018 up to and including December 31, 2021, and from year to year thereafter unless notice, in writing, is given by either Party to the other Party not less than sixty (60) calendar days nor more than one hundred and twenty (120) calendar days prior to the expiration date, of its desire to amend this Collective Agreement.
- 1.02 Where notice is served by either Party to commence collective bargaining, this Collective Agreement shall continue in full force and effect until:
- (a) a new Collective Agreement is concluded and ratified by both Parties,
  - (b) the right of the bargaining agent to represent the Employees is terminated, or
  - (c) a strike or lockout commences.
- 1.03 The Parties agree there shall be no strikes or lockouts while this Agreement is in full force and effect.
- 1.04 In the event any provision of this Collective Agreement is in conflict with any present or future statute of the Province of Alberta or Canada applicable to the Employer, the section so affected shall be altered or amended forthwith in a manner agreeable to both Parties so as to incorporate required changes. Such action shall not affect any other provisions of this Collective Agreement.
- 1.05 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, or by receipted courier, or by facsimile addressed:
- In the case of the Employer to:
- Director of Employee Engagement  
Mountain View Seniors' Housing  
#301, 6501 - 51st Street  
Olds, Alberta T4H 1Y6
- In the case of the Union to:
- The President  
Alberta Union of Provincial Employees  
10451 - 170 Street NW  
Edmonton, AB T5P 4S7.

**Article 2**

**DEFINITIONS**

- 2.01 "Site Administrator/ Manager" means the senior person responsible for the operations of the Centre reporting to the Chief Administrative Officer (CAO).
- 2.02 "Bargaining unit" shall mean the unit of Employees as described on the Labour Relations Board Certificate excluding the positions agreed by the parties in Appendix B.



- 2.03 “Arbitration and Adjudication” takes its meaning from the section of the Code dealing with the resolution of a difference. Hereinafter, where the word “Arbitration” is used, it shall be deemed to mean “Adjudication” where applicable.
- 2.04 “AUPE” or “Union” means the Alberta Union of Provincial Employees. In the event of a change of name of the aforementioned AUPE, the subsequent name shall be recognized.
- 2.05 “Basic Rate of Pay” means the step in the Salaries Schedule applicable to an Employee in accordance with the terms of this Collective Agreement, exclusive of all premium payments.
- 2.06 “Facility” means the Lodge named as the “Employer” in this Collective Agreement.
- 2.07 “Chapter” or “Local Chapter” means the worksite component of AUPE.
- 2.08 “Classification” means a group of positions having sufficient common characteristics that they are assigned a common title and compensation treatment. Current classifications in this Bargaining Unit at the date of signing of this Collective Agreement are listed in Appendix A: Salaries Schedules to this Collective Agreement.
- 2.09 “Code” means the Alberta Labour Relations Code, as amended from time to time.
- 2.10 “Continuous Service” means the period of employment commencing on the latest date of employment in the bargaining unit that is not interrupted by termination or dismissal.
- 2.11 “Employee” means a person covered by this Collective Agreement and employed by the Employer. At the time of hire the employment status of each Employee will be determined in accordance with the following:
- (a) “Permanent Regular Employee” is one who works permanently on a Full-Time or Part-Time basis on regularly scheduled shifts of continuing nature:
    - (i) A “full-time” employee shall be an employee working sixty-three (63) hours or more bi-weekly.
    - (ii) “Part-Time Employee” is one who is regularly scheduled for less than sixty-three (63) hours bi-weekly
  - (b) “Casual Employee” is one who:
    - (i) does not fill a position on the master rotation; and
    - (ii) works on a call-in basis and is not regularly scheduled
  - (c) “Temporary Employee” is one who is hired on a temporary basis for a Full-Time or Part-Time position:
    - (i) for a specific job that is four (4) months but less than eighteen (18) months in duration; or

- (ii) to replace a Full-Time or Part-Time Employee who is on approved leave of absence or an absence due to illness or injury where the Employee has indicated that such absence will for a period of four (4) weeks or longer in duration.
- 2.12 "Employer" means Mountain View Seniors' Housing.
- 2.13 The masculine, the feminine or both or neither shall mean and include all gender, gender identity and gender expression and similarly, the singular shall include the plural and vice-versa, as applicable.
- 2.14 "Gross earnings" means all monies earned by the Employee under the terms of the Collective Agreement.
- 2.15 "Local" means Local 048 of the Alberta Union of Provincial Employees.
- 2.16 "Member" means an Employee of the Employer, who is included in this Collective Agreement and who is a member of the Local.
- 2.17 "FTE" means full-time equivalency.
- 2.18 "Position" means:
  - (a) the Employee status;
  - (b) the classification; and
  - (c) the full-time equivalency.
- 2.19 "Pyramiding" shall be defined as the payment of two (2) or more premiums under different provisions of this Agreement for the same hours worked.
- 2.20 "Shift" means the daily scheduled hours excluding overtime hours.
- 2.21 "Status" for employment means Regular Employee or Casual Employee or Temporary Employee.
- 2.22 For the purpose of applying the terms of this Collective Agreement, time worked shall be deemed to have been worked on the day on which the majority of hours of the shift fall.
- 2.23 "Shift schedule" means the regularly consecutive hours of scheduled work for each employee which occurs in any twenty-four hour period and which is posted.
- 2.24 "Rotation" means the master work schedule of off-duty and on-duty shifts which rotates a consistent pattern of shifts that repeats itself.
- 2.25 "Union Representative" means a representative from the Union authorized by the Union to act on behalf of an Employee.
- 2.26 "Union Steward" Shall mean the official representative of the Union on the worksite and shall be elected or appointed from the Employees covered under this Collective Agreement.
- 2.27 "Vacation" shall mean annual vacation with pay.

- 2.28 "Vacation Year" shall mean the twelve (12) month period commencing on the first (1st) day of January in each calendar year and concluding on the thirty-first (31st) day of December of the same calendar year.
- 2.29 "Work Week" means the days of the week from Sunday to Saturday, however for office staff and administration of the Collective Agreement "working days" shall refer to Monday to Friday.
- 2.30 The words "bi-weekly" shall mean the two calendar weeks constituting a pay period. A pay period commences on Sunday and ends on Saturday.
- 2.31 "Health Care Aide" (HCA) means an Employee who has successfully completed and holds a recognized certificate as a Health Care Aide or equivalent.

### **Article 3**

#### **UNION RECOGNITION AND RIGHTS**

##### 3.01 CERTIFICATION

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

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

- 3.03
- (a) Union representatives shall notify in advance the Human Resources Designate before conducting any business in the Facility and shall not interfere with the work being conducted in the Facility.
  - (b) The Union shall arrange for a mutually satisfactory date with the Human Resources Designate one (1) week before the meeting or such shorter period as is mutually agreed between the Parties.
  - (c) The Employer shall endeavor to make arrangements to permit one (1) Union representative who must otherwise be on duty to attend these meetings for up to one-half (½) hour without loss of pay. No payment of overtime shall be paid to any Employee for attending such meetings.
  - (d) Union bargaining unit membership meetings may be held on Employer premises subject to the prior approval of the Employer.
  - (e) The Union shall notify the Employer in writing of the names of each Union Steward.

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

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

3.06 Persons whose jobs are not in the bargaining unit shall not work on a job which is included in the bargaining unit, except in an emergency or when a regular Employee is not available or for the purposes of training or instruction, and provided the act of performing the work does not reduce the hours of pay or work of any regular Employee.

It is understood that the excluded personnel has the right to occasionally do the work of Employees covered by this Agreement or for the purposes of instructing new Employees and for filling shifts if no regular employee is available.

#### EMPLOYMENT OF STUDENTS

3.07 This collective agreement shall not apply to students employed by the Employer through a work practicum, work placement, cooperative experience program or special federal or provincial funded program(s). Students shall not displace Regular, Temporary or Casual Employees and the employment of students shall not result in the position abolishment or layoff of any Employee.

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

#### 3.09 TIME OFF FOR UNION BUSINESS

(a) When it is necessary for a Union member to make a request for a leave of absence without pay to perform the duties of any office of the local chapter or of the parent association, the application for leave must be made in writing to the Employer for approval.

(b) The Employer shall not unreasonably withhold leave of absence, without pay, for Employees elected or appointed to represent the Union at Conventions, Workshops, Institutes, Seminars, and Schools or to attend meetings as a member of the Union's Provincial Executive Board or to conduct other union business.

- (c) To facilitate the administration of union leave as provided within this Collective Agreement where union leave has been granted, the Employer will continue the salary, plus any shift differential and/or weekend premium the Employee would have been paid had she been at work during such leave.

In turn, the Employer shall invoice the Union and shall be reimbursed for the actual salary plus any shift differential and/or weekend premium paid to the Employee or for the replacement salary costs, whichever is greater, plus an amount determined by the Employer to cover the costs of benefits and administration of which the Union shall promptly pay.

- (d) One (1) Employee who is elected for a full-time position with the Union shall be granted leave of absence without pay and without loss of seniority for a maximum period of two (2) years. Such leave of absence shall be renewable for a further term upon request. If it is permissible under the Group RSP and Group Life plan and any other Employee Benefits plans, the Employee shall have the right to pay the full cost, including the Employer's share, during the period of such leave of absence.

3.10

#### NEGOTIATIONS

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

#### Article 4

#### UNION STEWARDS

4.01

The Employer agrees to recognize Employees who are elected or appointed as Union Stewards, and recognizes their authority to represent other Employees.

The Employer agrees that the Union Steward shall not be hindered, coerced or interfered with in any way in the performance of their functions while investigating disputes and presenting adjustments as provided in this Article.

- 4.02 A Union Steward may, at the request of an Employee, accompany or represent him in the processing of a grievance with the Employer. When it becomes necessary for a Union Steward to leave his job for this purpose, he will request time off from his immediate supervisor and provide him with as much advance notice as possible. Arrangements will be made by the Supervisor to permit the Union Steward to leave his job, as soon as reasonably possible, for this purpose with no loss of regular earnings. Such time off shall be granted only upon the approval of the Supervisor or authorized alternate, which approval shall not be unreasonably withheld.
- 4.03 The Chapter and its members shall have the right at any time to the assistance of Union Staff Representatives when dealing or negotiating with the Employer on matters arising out of the collective agreement or when processing a grievance.
- 4.04 The Union reserves the right to appoint a Union Steward to represent a work area that has no Union Steward.
- 4.05 A list of Union Stewards shall be supplied by the Union to the designated Human Resources representative. The Employer shall be advised in writing of any change to this list. The list will be updated by the Union annually.
- 4.06 Both the Grievor and the Union Steward will obtain approval from their immediate Supervisor prior to leaving their workstation.

#### **Article 5**

##### **APPLICATION AND GENERAL PROVISIONS**

- 5.01 (a) The Collective Agreement shall apply to all Employees of the Bargaining Unit.
- (b) 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 under the provisions of the Labour Relations Code [LRC].
- 5.02 Employees shall be compensated for work performed in accordance with the schedule of basic rates of pay as set out in Appendix A: Salaries Schedules, be bound by other provisions of employment, and qualify for such benefits in accordance with the provisions set out in this Collective Agreement.
- 5.03 In the event that there is a conflict between the contents of this agreement and any policy, rule, directive or order made by the Employer, or on behalf of the Employer, this agreement shall take precedence over the said policy, rule, regulation, guideline, directive or order.
- 5.04 Employees may access an electronic version of Employer policies and may provide a copy to the Union.

## Article 6

### UNION MEMBERSHIP AND DUES DEDUCTION

- 6.01 Membership in the Union is voluntary.
- 6.02 Consistent with the payroll system of the Employer, the Union will advise the Employer of the bi-weekly amount of its membership dues. As a condition of employment, an amount equal to said membership dues will be deducted from each Employee at the prescribed rate and remitted to the Union not later than the fifteenth (15<sup>th</sup>) of the month following. The remittance shall be accompanied by a listing of the names of Employees from whom deductions were made and the amount of the deduction. Such list shall include newly hired Employees.
- 6.03 Where the Employer's management information system permits and where the Employer agrees, the remittance of Union dues shall be by direct deposit to the Union's bank account.
- 6.04 The dues structure of the Union shall be on a percentage basis and the Union shall give not less than thirty (30) days' notice of any change in the rate at which dues are to be deducted. Any change in the amount of deduction shall be implemented by the Employer at the next possible pay period following expiry of the notice period.
- The deduction remitted shall be accompanied by a list specifying the following:
- the Employee's name;
  - the Employee's number;
  - classification(s);
  - Employee personal contact information including telephone number mailing address, city / town / postal code and or electronic mail address;
  - the amount of deduction for each employee and the amount of the employee's bi-weekly earnings.
  - hourly rate(s) of pay;
  - status / category / appointment type(s) i.e. regular, full-time, part-time, casual or temporary; and
  - full-time equivalency [FTE].
- 6.05 Where an accounting adjustment is necessary to correct an over or under payment of dues, it shall be achieved in the succeeding month.
- 6.06 The Employer shall indicate the dues deducted and enter the amount on the T-4 slip supplied to the Employee.

## Article 7

### MANAGEMENT RIGHTS

- 7.01 The Employer reserves all rights not restricted by this Collective Agreement.
- 7.02 Without limiting the foregoing, it is the right of the Employer to exercise the regular and customary functions of management, including but not limited to the right to:
- (a) Maintain order, discipline, efficiency, and to make, alter and enforce from time to time, rules, policies and regulations to be observed by Employees, which are not in conflict with any provision of this Collective Agreement;
  - (b) Introduce new or improved processes and procedures;
  - (c) Direct the work force and to create new positions, classifications or work units, and to determine the number of Employees, if any, needed in any position, determine job content and shift times and rotations and to determine whether a position will be continued or declared redundant;
  - (d) Determine the nature and type of services to be provided by the Employer and the methods to provide those services;
  - (e) Be the sole judge of ability, competency and qualifications of any Employee to perform any and all functions required;
  - (f) Hire, promote, classify, transfer, layoff and recall Employees; and
  - (g) Demote, discipline, suspend or discharge Employees.

## Article 8

### WORKPLACE RESPECT

- 8.01 The Employer, the Union and Employees agree that there shall be no discrimination, restriction, coercion, harassment or practice affecting any employee because of gender, gender identification, gender expression, age, race, ancestry, place of origin, colour, religious beliefs, physical disability, mental disability, marital status, family status, source of income or sexual orientation, or any other prohibited grounds as provided in the *Alberta Human Rights Code*,
- nor because of membership or non-membership or activity in the AUPE;
  - nor because of an Employee exercising any right outlined in this agreement or any law of Canada or Alberta.
- The foregoing does not apply with respect to a refusal, limitation, specification or preference based on bona fide occupational requirement.
- 8.02 RESPECTFUL WORKPLACE
- The Parties agree that it is the responsibility of the Employer, the Union, and the Employees to adhere to the Respectful Workplace Policy of the Employer.
- 8.03 (a) The safety and security of Employees is of utmost importance for the Parties and concerns about safety and security are a priority for the Parties.



- (b) The Union and the Employer recognize the right of the Employees to work in a safe and secure environment, and support a policy of addressing 'working alone' in the workplace.

8.04 WORKPLACE DIVERSITY

The Union and the Employer recognize the diversity of the workplace and the multi-cultural and linguistic composition of the workforce. Employees shall only speak the English language in the workplace, except while on rest and meal breaks and other unpaid time, where Employees may speak any language or as otherwise required for the care of the resident.

**Article 9**

**LEARNING OPPORTUNITIES AND IN-SERVICE PROGRAMS**

- 9.01 The Parties to this Collective Agreement recognize the value of continuing in-service education for Employees in the nursing profession and that the responsibility for such continuing education lies not only with the individual but also with the Employer.

The provision of learning opportunities for Employees will be determined based on the provision of safe, competent care and quality living experiences for our residents as well as the financial resources of the Employer and the business objectives of the Employer.

For the purpose of this Article, the term "in-service" includes acquisition and maintenance of essential skills, and other programs, which may be offered by the Employer.

- 9.02 The Employer reserves the right to identify specific in-service sessions as being compulsory for Employees and those required to attend such sessions shall be paid at the basic rate of pay for attendance. The Employer's normal requirements for pre-hire qualifications remain in place and Employees will be responsible for satisfying those hire-on conditions. The following in-service programs shall be compulsory and shall be provided to Employees on an annual basis:

- (a) Fire, evacuation and disaster procedures;
- (b) Proper lifting and prevention of back injuries; and
- (c) Workplace Hazardous Materials Information System (WHMIS).

- 9.03 The Employer shall make available at least every two (2) years or more frequently as determined by the Employer an in-service on:

- (a) the prevention and management of staff abuse and other in-service education programs as deemed appropriate for the purpose of maintaining proficiency.
- (b) management of aggressive behavior and/ or non-crisis intervention where it is relevant to an Employee's work environment and the unit they work on.

Article 10

PROBATIONARY PERIOD

- 10.01 (a) A new Employee shall serve one probationary period of six (6) calendar months following the commencement of each period of continuous service.
- (b) The probationary period may be extended for a period up to an additional five hundred and three point seven five (503.75) hours worked, exclusive of overtime hours worked, in consultation with the Union.

10.02 The Site Administrator / Manager, following consultation with the Director of Employee Engagement or designate, will meet with the new Employee on probation, prior to the expiry of the probationary period. The purpose of the meeting is to review the performance of the new Employee prior to any termination of employment.

The Site Administrator / Manager, in consultation with the Director of Employee Engagement or designate, will provide written notification to the new Employee and the Union, confirming whether the probationary period is successfully completed and the new Employee is confirmed as permanent or if the new Employee's probation is being extended.

- 10.03 (a) The Employer shall provide a reason for the termination of employment to the new Employee and the Union in writing.
- (b) During the probation period (including an extended probation period) the Employee may be terminated for any reason, without:
- (i) notice; or
  - (ii) pay (except as may be required by the provisions of the *Alberta Employment Standards Code*), and
  - (iii) shall not have recourse to the grievance procedure set out in this Collective Agreement or the *Code*, with respect to such termination.

NEW EMPLOYEE ORIENTATION

10.04 New Employees will be given a sufficient orientation to equip them for their work. During this period, the Supervisor will ensure that the new Employee is provided with appropriate support to properly orient them to the position.

The Employer shall provide a paid orientation including an orientation to the Employer organization and the Site.

The first two (2) paid shifts shall be under the guidance of the Employer and will be scheduled by the Employer.

10.05 Subject to Article 12: Performance Appraisals of the Collective Agreement, during the probationary period the Employer may provide a performance appraisal of each probationary Employee at least once to review her performance to date, including any areas that required improvement. If the probationary Employee thinks her appraisal is unfair she may request and shall be granted a further meeting with her Manager. It is understood that such performance reviews are not subject to the grievance procedure.

**Article 11**

**SENIORITY**

11.01 (a) A Regular Employee's seniority date shall be the date on which a Regular Employee's continuous service commenced with the Employer (including all periods prior to certification), including all prior periods of service as a Casual, Temporary or Regular Employee contiguous to present regular employment.

(b) Employees will continue to accrue seniority during:

- (i) Sick leave
- (ii) Parental and maternity leave
- (iii) Leaves of absence with pay
- (iv) Bereavement Leave
- (v) Court appearance
- (vi) Paid vacations
- (vii) Union business leaves
- (viii) Workers Compensation leave.

11.02 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 Article 11.01.

11.03 Seniority shall be considered in determining:

- (a) preference of vacation time as specified in Article 26: Annual Vacation;
- (b) layoffs and recalls, subject to the provisions specified in Article 31: Layoff and Recall;
- (c) promotions and transfers and in filling vacancies within the Bargaining Unit subject to the provisions specified in Article 14: Recruitment and Selection;
- (d) the selection of rotations (lines) by Employees on a unit affected by a new master rotation;

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

- (a) when the employment relationship is terminated by either the Employer or the Regular Employee;

- (b) upon the expiry of nine (9) months following the date of layoff, if during which time the Regular Employee has not been recalled to work;
- (c) if a Regular Employee does not return to work on recall, as provided in Article 31.

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

11.05 Within three (3) months of the signing date of this Collective Agreement the Employer will provide to the designated Union representative, a seniority list containing the name, classification, number of hours, date of hire and seniority date of each Regular and Temporary Employee in the Bargaining Unit in chronological order.

Casual employees will be listed on the seniority list for information purposes only.

The designated Union representative shall be responsible for the posting of the seniority list on the bulletin board(s). The seniority list will be updated by the Employer and provided to the designated Union representative not less frequently than every six (6) months thereafter.

11.06 The Union shall have thirty (30) calendar days in which to take issue with the seniority list, otherwise the seniority list will be deemed to be correct. Should a difference arise regarding an Employee's seniority, the Employer will provide the Union with the information necessary to establish accurate seniority.

11.07 In the event seniority dates are the same, any disputes arising between two (2) Employees with the same date as they relate to layoffs and recall shall be resolved by a coin toss. If the dispute involves three (3) or more Employees with the same seniority date, then numbered cards will be used to determine the order of seniority.

## Article 12

### PERFORMANCE APPRAISALS

12.01 The Parties recognize the desirability of a performance appraisal system designed to effectively utilize and develop the Employees. Recognizing the distinction between performance appraisal and discipline, the purpose of the performance appraisal is to constructively review the Employee's performance during the review period.

12.02 Employee's shall receive a written performance appraisal in accordance with the policy of the Employer.

12.03 Meetings for the purpose of the performance appraisal interview shall be scheduled by the Employer with reasonable advance notice. At the interview the Employee shall be given a copy of her performance appraisal document. The Employee shall sign her performance appraisal for the sole purpose of indicating that she is aware of the performance appraisal, and shall have the right to respond in writing within ten (10) days of the interview and that reply shall be placed in her personnel file.

- 12.04 An Employee's performance appraisal shall not be released by the Employer to any person except to a Board of Arbitration, or as required by law, without the written consent of the Employee.
- 12.05 The Employer's representative who conducts the performance appraisal shall be in a position outside the Bargaining Unit.

### **Article 13**

#### **HUMAN RESOURCES PERSONNEL FILE**

- 13.01 By appointment made at least three (3) working days in advance, excluding weekends and holidays, an Employee may have reasonable access to view his/her personnel file in the Human Resource office.
- An Employee may be accompanied by a Union representative when viewing her personnel file.
- 13.02 (a) Subject to the provisions of the *Alberta Personal Information Protection Act*, S.A. 2003, c. P-6.5, an Employee shall be given a copy of the contents of her personnel file upon request, provided that he/she first pays to the Employer a reasonable fee, established by the Employer to cover the cost of copying.
- (b) In the case of a grievance, the fee prescribed shall be waived where the Employee requests a copy of material related to the grievance.

### **Article 14**

#### **RECRUITMENT AND SELECTION**

- 14.01 Vacant positions will be posted on the staff bulletin boards and any internal electronic medium for five (5) calendar days. Each posting shall state the following information:
- (a) responsibilities;
  - (b) qualifications;
  - (c) basic rates of pay;
  - (d) employment status;
  - (e) to whom applications should be submitted;
  - (f) rotation;
  - (g) anticipated duration, if the position is temporary.
- 14.02 If no suitable internal applications are received from bargaining unit Employees by the completion of the posting period, the Employer may fill the vacancy at its discretion.
- 14.03 Until the vacancy is filled, the Employer may fill the vacancy, with part-time or casual Employees. If a position changes from temporary to permanent, or from part-time to full-time, such positions shall be posted in accordance with Article 14.01.

- 14.04 In making appointments, as a result of posted vacancy, consideration over outside applicants shall be given to Employees who possess the required qualifications needed to fill the position. In considering internal applicants, the Employer will use the following order of consideration:
- (a) regular Employees;
  - (b) next, laid off regular Employees;
  - (c) next, temporary and casual Employees ordered by date of hire.
- Temporary and Casual Employees hired for a regular position shall have their seniority backdated to the original hire date.
- 14.05 The Employer may fill posted vacancies on a casual basis only, until a permanent candidate is selected.
- 14.06 When filling vacancies within the bargaining unit, the determining factors shall be the most requisite job-related skills, training, knowledge and other relevant attributes and where these factors are considered by the Employer to be equal and satisfactory, seniority shall be the deciding factor.
- 14.07 The Employer shall inform the applicants of their acceptance or rejection within five (5) Working Days of the date of the decision and post the name of the successful candidate on the Staff Bulletin Board for ten (10) working days.
- 14.08 Transfers and promotions shall be on a trial basis and Employees shall serve a trial period of five hundred (500) hours in which to demonstrate the ability to fill the new position satisfactorily. Such trial period may be extended due to an approved absence.
- During the trial period, either the Employer may choose to return the Employee to their former position or a comparable position if it is unavailable without loss of pay or seniority. If the Employee elects to revert to their former position the trial period, they must request to do so in writing. In the event that reinstatement is not possible, the Employer shall make every attempt to find a comparable position for the Employee without loss of pay or seniority.
- 14.09 The foregoing provisions shall be waived and inoperative when placement of an Employee in a job within the bargaining unit is affected to accommodate a request by the Workers' Compensation Board.
- 14.10 A Regular Employee who applies for and is successful on a temporary posting shall maintain her status as a Regular Employee. A Casual Employee who applies for and is successful for a temporary position shall receive all entitlements and benefits applicable to a Temporary Employee. At the completion of the temporary term, the Regular Employee shall return to her former position. At the completion of her temporary term, the Casual Employee shall resume the normal terms and conditions of employment applicable to a Casual Employee.

**Article 15**

**HOURS OF WORK**

15.01 REGULAR WORK HOURS:

- (a) (i) Regular hours of work shall be eight (8) hours per day; and
- (ii) forty four (44) hours averaged over one complete cycle of the shift schedule; and
- (iii) The bi-weekly work period shall consist of eighty (80) hours.

15.02 REST PERIOD:

- (a) All Employees who work five hours or more shall be entitled to a thirty (30) minutes paid rest period within the first five (5) consecutive hours of work.
- (b) All Employees who work eight (8) hours or more shall be entitled to an additional fifteen (15) minutes paid rest period;
- (c) Paid rest periods must be taken onsite to be eligible for payment.
- (d) Rest periods are to be taken separately and may not be combined.
- (e) The Site Administrator shall schedule the breaks in such a manner that continuous coverage is maintained.
- (f) If an Employee is recalled during her unpaid rest period the Employee shall be given a unpaid rest period later in the Employee's shift or where it is not possible to get her unpaid rest period she shall be paid at one and one half (1 1/2 X) times her basic rate for the length of the rest period.

15.03 SHIFT SCHEDULES

The shift schedules shall be made available, six (6) months prior to the effective date of the schedule. Shift schedules shall be of four (4) weeks duration.

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

- (a) (i) not less than twelve (12) hours off duty between shifts;
- (ii) not more than ten (10) days worked in a fourteen (14) calendar day period;
- (iii) not more than seven (7) days worked in a row without the mutual agreement of the Employee and the Union;
- (iv) a maximum average of forty (40) hours worked per week based upon the classification;
- (v) not more than eight (8) hours per day,

- (vi) two (2) days off per week based upon the position's master rotation including days of rest on two (2) weekends in a five (5) week period.

"Weekend" shall mean a Saturday and the following Sunday, assuring a minimum of fifty-six hours off duty.

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

15.04 PICK UP SHIFTS

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

- (a) are made available to relieve for absences, the duration of which is less than ninety (90) calendar days; or
- (b) are not regularly scheduled; shall advise the Site Administrator/ Manager, in writing, as to the extent of their availability by the fifth (5<sup>th</sup>) day of each month.

15.05 Should the Employer determine the need to change a shift schedule or a rotation, ten (10) weeks' notice shall be provided. During this ten (10) week period the new rotations (or shift schedules) shall be posted and the affected employees will be able to exercise their seniority for the selection of available rotations.

15.06 SHIFT EXCHANGE

- (a) Regular Employees may exchange shifts amongst themselves provided that:
  - (i) the exchange is agreed to, in writing (or electronically), between the affected Employees; and
  - (ii) the request is electronically submitted to the Manager at least twenty-four (24) hours in advance of the exchange;
  - (iii) electronic approval of such exchange has been granted by the Manager or designate; and
- (b)
  - (i) A mutual exchange shall be recorded on the shift schedule
  - (ii) A regular full-time or part-time Employee shall not mutually exchange shifts with a casual Employee unless the casual Employee has been given a shift and is on the shift schedule.
- (c) A mutual exchange shall not be deemed a violation of the provisions of this Agreement.



(d) In any event it is understood that a mutual exchange initiated by the Employee and approved by the Employer shall not result in overtime compensation or payment, or any other claims on the Employer by an Employee under the terms of this Agreement.

15.07 MINIMUM HOURS FOR A SHIFT

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

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

**Article 16**

**OVERTIME**

16.01 Overtime is all time authorized in advance by the Employer and worked by the Employee in excess of eight (8) hours per day or forty-four (44) hours in a work week.

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

16.03 If mutually agreed between the Employer and the Employee, equivalent time off at the overtime rate in lieu of pay may be granted. Unless otherwise agreed all overtime shall be paid out

**Article 17**

**CLASSIFICATIONS AND JOB DESCRIPTIONS**

17.01 The Employer agrees to provide the Union with the current job descriptions within thirty (30) days of the signing of this Agreement.

17.02 Any amendments to the job descriptions shall be done in consultation with the Union.

17.03 NEW CLASSIFICATIONS OR CHANGES IN CLASSIFICATION

When the duties of any classification are significantly changed or when a position not covered in Appendix "A" is established during the term of this Agreement, the rate of pay shall be subject to negotiations between the Employer and the Union. If the parties are unable to agree on the reclassification and/or rate of pay of the job in question, such dispute shall be submitted to grievance and arbitration. The new rate shall become retroactive to the time the position was filled by an Employee or when the classification changed.

**Article 18**

**PYRAMIDING**

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

**Article 19**

**OCCUPATIONAL HEALTH AND SAFETY**

19.01 The Employer, the Union and the Employees are committed to supporting and promoting a healthy and safe working and living environment for all Employees and residents.

19.02 The Employer shall establish a joint worksite health and safety committee and the joint worksite health and safety committee's terms of reference.

- (a) The joint worksite health and safety committee shall be governed by its terms of reference and the *Occupational Health and Safety Act*, and all related amendments, acts, codes and regulations.
- (b) The duties and responsibilities of the joint worksite health and safety committee shall be governed by its terms of reference and the *Occupational Health and Safety Act*, and all related amendments, acts, codes and regulations.
- (c) The joint worksite health and safety committee shall be comprised of representatives of the Employer and the Employees. The representatives of the Employees shall be appointed in accordance with the constitution of the Union.
- (d) The joint worksite health and safety committee shall schedule meetings in accordance with its terms of reference and the *Occupation Health and Safety Act*, and all related amendments, acts, codes and regulations. Should there be an urgent issue requiring the immediate attention of the joint worksite health and safety committee, either of the co-chairs of the joint worksite health and safety committee may call a special meeting to address the issue. An Employee shall be paid their Basic Rate of Pay for attendance at all joint worksite health and safety committee meetings.
- (e) The joint worksite health and safety committee shall consider measures necessary to ensure the safety and security of each Employee onsite including working alone on the Employer's premises, but not limited to secure rest areas and parking concerns. The Health and Safety Committee shall consider such matters as occupational health and safety and the Committee may make recommendations to the Director of Employee Engagement in that regard.
- (f) Should the recommendations not be implemented or adequate steps taken towards implementation within forty-five (45) calendar days from the date the recommendation is made, the Union representative may request that the item be referred to the Chief Administrative Officer (CAO).

(g) A written reply from the Chief Administrative Officer (CAO) will be given within fourteen (14) calendar days of the referral by the Union Representative to the Committee.

19.03 The Employer shall have a workplace violence and harassment policy and working alone policy in place, which may be reviewed annually by the joint worksite health and safety committee.

19.04 Where the Employer requires the Employee to receive specific immunization as a result of or related to the Employee's work, it shall be provided at no cost (with the exception of pre-employment conditions).

**Article 20**

**TERMINATION OF EMPLOYMENT**

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

20.02 VACATION PAY ON TERMINATION

When employment is terminated for any reason, the Employee shall receive vacation pay in lieu of their unused vacation entitlement (entitlement times the Employee's basic rate of pay).

**Article 21**

**SHIFT DIFFERENTIAL AND WEEKEND PREMIUM**

21.01 SHIFT DIFFERENTIAL - EVENING SHIFT

A shift differential of

Effective date of ratification - two dollars (\$2.00);

Effective April 1, 2021 - two dollars and thirty-five cents (\$2.35);

Effective September 1, 2021 - two dollars and seventy-five cents (\$2.75);

per hour shall be paid to Employees working a shift where the majority of such shift falls within the period fifteen hundred (1500) hours to twenty-three hundred (2300) hours.

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

21.02 SHIFT DIFFERENTIAL - NIGHT SHIFT

A shift differential of

Effective date of ratification - two dollars and seventy-five cents (\$2.75);

Effective April 1, 2021 - three dollars and twenty-five cents (\$3.25);

Effective September 1, 2021 - three dollars and fifty cents (\$3.50);

per hour shall be paid to Employees working a shift where the majority of such shift falls within the period of twenty-three hundred (2300) hours to zero seven hundred (0700) hours.

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

21.03 WEEKEND PREMIUM

A weekend premium of

Effective date of ratification - two dollars (\$2.00);

Effective April 1, 2021 - two dollars and twenty-five cents (\$2.25);

Effective September 1, 2021 - two dollars and fifty cents (\$2.50);

per hour shall be paid to Employees working a shift wherein the majority of such shift falls within a sixty-four (64) hour period commencing at fifteen hundred (1500) hours on a Friday.

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

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

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

**Article 22**

**OTHER COMPENSATION**

22.01 When an Employee is assigned by the Employer to train new employees and students, they shall receive an additional one dollar (\$1.00) per hour for all hours so assigned.

**Article 23**

**EMPLOYEE-MANAGEMENT ADVISORY COMMITTEE**

23.01 There shall be an Employee-Management Advisory Committee (EMAC). The desired functions of the EMAC are to examine and make recommendations regarding the concerns of Employees relative to resident care, staffing, workload and other matters related to employment, not covered within the Collective Agreement.

- 23.02 The local representative of the Union shall provide the names of up to two (2) elected Employees and the Employer shall provide the names of up to two (2) appointed Representatives to sit on the EMAC. Alternative representatives may be designated from the same group and additional members may be invited to speak to specific issues upon the invitation of the Committee.
- 23.03 The EMAC will function in accordance with the Terms of Reference.
- 23.04 An Employee attending Committee meetings shall be paid at her Basic Rate of Pay for such attendance.

**Article 24**

**VEHICLE ALLOWANCE**

- 24.01 An Employee who is required to use her personal vehicle on Employer business shall be compensated for mileage at a rate in accordance with Company policy. Such reimbursement shall include those occasions when an Employer is called back to work.

**Article 25**

**NAMED HOLIDAYS**

- 25.01 The following Named holidays will be observed as Statutory Holidays:

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

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

- 25.02 Permanent Regular Employees will be granted one additional paid day off per year as a Float day. Employees shall submit their requests to the Employer via *Dayforce* and the scheduling of the Float day is subject to approval by the Employer.
- 25.03 In order to qualify for holiday pay Employees must work their full schedule shift immediately preceding and immediately following the holiday, except where the Employee is absent due to illness, bereavement leave or vacation or approved leaves with pay.
- 25.04 An Employee will not qualify for a Named Holiday with pay if:
  - (a) the Employee does not work on a Named holiday when required or scheduled to do so;

- (b) the Employee is absent from employment without the consent of the Employer on the Employee's last regular work day preceding, or the Employee's first regular work day following, a Named holiday;
- (c) the Employee is on an unpaid leave of absence; or
- (d) the Employee is receiving benefits from the Workers' Compensation Board, Unemployment Insurance, Short Term Disability or Long Term Disability Insurance.
- (e) any other leaves of absence in excess of thirty (30) calendar days for any reason.

25.05 If the Employee does not work on a Named Holiday, the Employer shall pay the Employee for that day at their Average Daily Wage.

25.06 If the Employee works on a Named Holiday, the Employer shall pay the Employee at the rate of one and one-half (1 ½) times their Basic Rate of Pay for all hours worked on that day and their Average Daily Wage.

25.07 If a Named Holiday falls within an Employee's annual vacation and the holiday is one to which the Employee would have been entitled if the Employee had not been on vacation, the Employer shall grant the employee with an additional day off with pay, which may be added to the Employee's annual vacation.

25.08 When a Named Holiday falls on a regular Employee's regularly schedule day off, the Employee will receive another day off with pay at a mutually agreeable time within thirty (30) days of that holiday or failing mutual agreement will be paid her basic rate of pay for her regularly scheduled hours.

25.09 All casual Employees shall receive Named Holiday pay at the rate of five (5%) percent of the Employees basic rate of pay, general holiday pay, and vacation pay earned in the four (4) weeks immediately preceding the Named Holiday.

**Article 26**

**ANNUAL VACATION**

26.01 DEFINITION

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

- (a) "Vacation" means annual vacation with pay
- (b) "Date of Employment" means the date of hire with the Employer.
- (c) "Wages" means basic rate of pay multiplied by hours worked for everything except overtime, general holiday pay, vacation pay upon termination, and termination pay.
- (d) Vacation year shall be January 1 – December 31.

26.02 SCHEDULING VACATION

- (a) During each continuous year of service, an Employee shall earn entitlement to a vacation with pay, to be taken in the following calendar year.

- (b) The Employer shall post the vacation schedule planner by February 1<sup>st</sup> of each year.
- (c) Where an Employee submits her vacation preference by February 28<sup>th</sup> of that year, the Employer shall indicate approval or disapproval of that vacation request by March 31<sup>st</sup> of the same year.
- (d) When two (2) or more Employees have requested the same vacation period preference, the Employees shall consult with one another with respect to vacation time. If a compromise cannot be reached, preference will be given to the Employee with the most seniority. However, the application of seniority shall not be used to overturn vacation period for Employees with less seniority where the Employer has already approved the vacation.
- (e) Where the number of Employees indicating a preference for a specific period exceeds the number of Employees as determined by the Employer that can be allocated vacation during that period, the date of request will be the deciding factor.
- (f) After March 31<sup>st</sup> vacation approval shall be given on a first come first serve basis.
- (g) The Employer shall indicate approval or disapproval of vacation requests outside of the planner within ten (10) calendar days of the request being submitted.
- (h) An Employee shall be entitled to receive her vacation in an unbroken period unless otherwise mutually agreed between the Employee and the Employer.
- (i) An Employee may request that a portion of her annual vacation leave entitlement that exceeds the minimum vacation leave as provided in Employment Standards be carried over to the next year. The request must be in writing and should include the purpose for the vacation carry-over. Such requests shall not be unreasonably denied.

26.03

VACATION ENTITLEMENT

(a) During each year of continuous service in the employ of the Employer, Full-Time and Part-Time Regular Employees 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:

Pay Group	Classification	Length of Service	Entitlement
Bi-Weekly	Full-Time	Start of Employment but less than 5 years	4% of hours worked
		5 to less than 8 years	6% of hours worked
		8 or more years	8% of hours worked
	Part-Time	Start of employment but less than 5 years	4% of hours worked
		5 to less than 8 years	6% of hours worked
		8 or more years	8% of hours worked

(b) During each year of continuous service in the employ of the Employer, Casual and Temporary Employees shall earn entitlement to vacation pay. Casual and Temporary Employees are paid vacation pay on each biweekly pay cheque. The rate at which vacation entitlements are earned shall be governed by the total length of such service as follows:

Pay Group	Classification	Length of Service	Entitlement
Bi-Weekly	Casual and Temporary Employees	Start of employment but less than 5 years	4% of hours worked
		5 to less than 8 years	6% of hours worked
		8 or more years	8% of hours worked

26.04

VACATION PAY

Vacation pay shall be at the rate of pay currently in effect at the time of the vacation.

**Article 27**

**EMPLOYEE BENEFIT PLANS**

27.01

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

27.02

The Employer shall provide the group Registered Retirement Savings Plan as outlined in Schedule "C" attached to this Collective Agreement.



**Article 28**

**SICK LEAVE**

- 28.01 Sick leave is an insurance provided by the Employer for the purposes of maintaining regular earnings (exclusive of overtime and other premiums) during absences due to illness or accident for which compensation is not payable under the *Worker's Compensation Act*, or by quarantine by the Medical Officer of Health.
- 28.02 (a) An Employee shall accumulate sick leave credits as follows:
- Full-time Employees who have completed probation shall earn one (1) day/eight (8) hours for each full month of employment, up to a maximum credit of ninety (90) hours.
- Part-time Employees who have completed probation shall earn sick leave credits on a pro- rata basis to a full-time employee.
- (b) Notwithstanding the foregoing, while an Employee is
- (i) on layoff, or
- (ii) in receipt of compensation from the Worker's Compensation Board, or
- (iii) on other leaves of absence in excess of thirty (30) calendar days for any reason sick leave credits shall not accrue.
- 28.03 The Employee's eligibility for sick benefits will be reinstated once the Employee returns to regularly scheduled full-time or part-time scheduled work for one month, unless subsequent absences are a continuation of the previous illness or injury.
- 28.04 **PROOF OF ILLNESS**
- A medical note prepared by the employee's physician certifying the illness as the reason for the absence must be submitted to the Employer for sick leaves of three (3) days or more.
- The Employer may, at any time, request that the Employee provide the Employer with a medical note prepared by the employee's physician certifying the illness as the reason for the absence or may require the employee to attend the Employer's medical consultant for a medical opinion. The Employer shall bear all costs associated with the request.
- 28.05 When an Employee has accrued the maximum sick leave credit she shall no longer accrue sick leave credits until such time as her total accumulation is reduced below the maximum. At that time she shall recommence accumulating sick leave credits.
- Upon request of an Employee but not more frequently than once a year, the Employer shall advise an Employee of her accrued sick leave credits.
- 28.06 For the purpose of computing sick leave accumulation, the following shall be counted as working days:
- (a) days on which the Employee is on vacation

- (b) days on which the Employee is on leave of absence with pay pursuant to the terms of this Collective Agreement; and
- (c) days on which the employee is absent attending official Union business for which the Employer is fully reimbursed by the Union.

28.07 The return to work of an Employee in accordance with this Article shall not be construed as being in violation of the posting and/or scheduling provisions.

28.08 TERMINATION OF SICK LEAVE

Sick leave benefits will cease on termination of employment, on retirement, or on death.

28.09 SICK LEAVE ON VACATION

Should an Employee, while on vacation, be hospitalized or under a doctor's care, the Employee shall be entitled to use their sick leave and have their vacation bank replenished for the equivalent number of days, upon production of a valid doctor's note.

28.10 Sick time shall only be paid if the Employee has sick time credits accrued. Sick time taken in excess of what the Employee has accrued shall not be paid and shall not be held to be paid out of future sick time entitlements.

28.11 LEAVE OF ABSENCE DUE TO ILLNESS

Employees whose sick leave credits are exhausted shall apply for a leave of absence for medical reasons, without pay. The Employer will advise the Employee, in writing, of the disposition of such request.

28.12 SICK LEAVE DURING PREGNANCY

Sick leave shall be granted for the health - related portion of an Employee's pregnancy or childbirth, such leave shall only be approved following production of a medical certificate advising that there were medical reasons that prevented the Employee from doing her duties during the health - related period of her absence.

28.13 CASUAL AND TEMPORARY EMPLOYEES

Casual and Temporary Employees shall not be entitled to sick leave benefits. Should a temporary position become permanent, sick leave shall be credited from start date.

## Article 29

### LEAVES OF ABSENCE

29.01

#### GENERAL CONDITIONS:

- (a) Requests for a leave of absence, without pay or benefit of Employer Contributions will, where possible, be made in writing to the Site Administrator/Manager six (6) weeks in advance, except that in extenuating circumstances the time factor may be waived or reduced. The granting of leaves of absence is subject to the approval of the Employer. Except in exceptional circumstances, the Employer will reply, in writing, to a request for leave of absence within fourteen (14) days of receipt of the request.
- (b) Except in extenuating circumstances, an Employee who has been granted leave of absence and overstays the leave without permission of the Employer shall automatically terminate her employment with the Employer.
- (c) Employees shall not be entitled to Named Holidays with pay, which may fall during a period of leave of absence without pay. Vacation and sick leave credits shall not accrue during the leave of absence.
- (d) Employees granted leave may, at the discretion of the Employer, be required to use up accumulated vacation entitlement prior to returning to duty.
- (e) For the portion of maternity leave during which an Employee has a valid health related reason for being absent from work and who is in receipt of sick leave, EI SUB Plan benefits, STD or LTD, benefit plan premium payments shall be administered in the same fashion as an Employee absent due to illness.
- (f) Subject to the terms, conditions, and limitations of the applicable plans, group insurance benefits shall be provided by the Employer for the first thirty (30) days after the leave begins. Employees will become responsible for the full cost of benefits if they wish the coverage to continue.

29.02

#### MATERNITY/PARENTAL LEAVE

- (a) A regular Employee who has completed ninety (90) days of employment shall, upon her written request at least twenty-eight (28) days in advance, shall be granted maternity leave of up to sixteen (16) weeks to become effective at any time during the thirteen (13) weeks immediately preceding the expected date of delivery, or such shorter period as may be requested by the Employee, provided she commences maternity leave not later than the date of delivery

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

Parental leave can be up to sixty-two (62) weeks.

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

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

29.03

#### ADOPTION LEAVE

- (a) A regular Employee who has completed ninety (90) days of employment shall, upon written request, be granted leave without pay for up to sixty-two (62) weeks as necessary for the purpose of adopting a child. Upon four (4) weeks written notice of intent to return to work, the regular Employee shall be re-engaged in the same classification held immediately prior to taking adoption leave and at the same rate of pay.
- (b) Where an Employee has made application for adoption leave and kept the Employer informed of the progress of the adoption, it is understood that such leave may commence with limited notice. The Employee shall provide notice to the Employer once an adoption has been approved and a date for the adoption is set. The commencement of such leave shall not be unreasonably denied.

29.04

#### BEREAVEMENT LEAVE

An Employee shall be granted up to four (4) days bereavement leave with pay in the event of the death of the Employee's immediate family. Upon request, at their sole discretion, the Employer may grant an Employee additional time off with pay.

'Immediate family' shall mean the following members of an Employee's family or the family of their spouse, including spouse (including common-law) or same gender partner, fiancé, child, parent, grandparent, grandchild, sibling, guardian.

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

The Employer shall extend Bereavement Leave for up to two (2) additional days with pay when it is necessary for an Employee to travel three hundred (300) kilometers or more one way. At the time of the Bereavement Leave notification, the Employer may request reasonable evidence of travel out of province.

29.05

## COURT APPEARANCE

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

### **Article 30**

#### **WORKERS' COMPENSATION**

30.01

(a) An Employee who is incapacitated and unable to work, as a result of an accident sustained while on duty in the service of the Employer within the meaning of the *Workers' Compensation Act*, shall receive compensation benefits directly from the Workers' Compensation Board (WCB).

(b) Employees will be eligible to apply for sick leave benefits in accordance with Article 28: Sick Leave, during the period of time they are waiting for receipt of their claim from WCB.

Sick leave benefits will be payable provided:

- (i) the Employee has sick leave credits available; and
- (ii) the Employee meets the eligibility requirements for sick leave; and
- (iii) the Employee assigns her WCB benefits to the Employer, only to the extent that is required for the Employer to recover the money that was paid out for sick leave, once the WCB claim is approved. The Employer will then reinstate the Employee's sick leave credits to the appropriate level. After the money for sick leave benefits has been recovered from the assigned WCB benefits, the Employee shall receive their benefits directly from the Workers' Compensation Board.

30.02

An Employee receiving compensation benefits under Clause 30.01 shall be deemed on Worker's Compensation leave and shall:

- (a) remain in the continuous service of the Employer for the purpose of Prepaid Health Benefits;
- (b) cease to earn sick leave credits subject to Clauses 28.02 (b)(ii);
- (c) not be entitled to Named Holidays with pay falling within the period of Workers' Compensation leave.

30.03

DUTY TO ACCOMMODATE

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

- (a) capable of performing the duties of her former position, shall provide the Employer with fourteen (14) days' written notice of readiness to work. Such advance notice shall not be required in the case of short term absence on Workers' Compensation leave, i.e. where the expected duration of the leave at the time of onset was less than fourteen (14) calendar days. The Employer shall then reinstate the Employee in the same position held by her immediately prior to the disability with benefits that accrued to her prior to the disability;
- (b) incapable of performing the duties of her former position, will work with the Employer and the Union to explore placement in an alternative position. The Employer shall then reinstate her to a position for which she is capable of performing the work entailed, upon the occurrence of the first such available vacancy with benefits that accrued to her prior to the disability.
- (c) incapable of performing the duties of her former classification and is no longer receiving a benefit from the Workers' Compensation Board, may make application for any benefits for which she is eligible under Article 27: Employee Benefits Plan or Article 28: Sick Leave.

30.04

The reinstatement of an Employee in accordance with this Article shall not be construed as being in violation of the posting and/or scheduling provisions of Article 14: Recruitment and Selection; and Article 15: Hours of Work.

30.05

At the time it is determined that an absence due to injury which is compensable pursuant to the Workers' Compensation Act, is expected, or will continue for a period in excess of six (6) months from the date of onset of the condition, the Employer will provide the Employee with the appropriate form to submit a pending claim to the Underwriter of the Short Term and Long Term Disability Income Insurance.

30.06

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

**Article 31**

**LAYOFF AND RECALL**

31.01

Regular Employees may be laid off in accordance with the provisions of this Article.

31.02

For the purpose of this Article the following definitions shall apply:

- (a) "lay-off - a separation from employment as a result of lack of work, or a reduction in hours to full-time or part-time Employees.
- (b) "seniority" - the length of continuous employment at the site.

- 31.03 Except in circumstances beyond the reasonable control of the Employer, the notice of layoff of the Employees shall be as follows:
- (a) fourteen (14) calendar days for full-time and part-time Employees.
- 31.04 When Employees are to be laid off, the Employer shall layoff such Employees in the affected classification in reverse order of their seniority.
- 31.05 The time spent by probationary Employees on layoff will be added to the probationary period at the time of recall.
- 31.06 When an Employee has been given notice of lay-off or notice of position abolishment, the Employee has the option of:
- (a) accepting a vacant position for which she is qualified based upon applicable classification if available;
  - (b) working as a casual Employee; or
  - (c) bumping a less senior Employee in a position based upon applicable classification.
- 31.07 Seniority is lost, all rights are forfeited, and the Employer shall not be obliged to recall an Employee:
- (a) when the Employee resigns or employment is properly terminated; or
  - (b) when the Employee does not return to work on recall within three (3) working days of the stated reporting date, or the Employee cannot be located after reasonable effort on the part of the Employer to recall the Employee; or
  - (c) upon the expiry of twelve (12) months following layoff during which time the Employee has not been recalled to work.
- 31.08 This Article does not apply to temporary Employees whose employment is terminated at the end of a specific term of employment.
- 31.09 **RECALL PROCEDURE**
- Employees shall be recalled by classification in the order of their seniority. Notice of recall shall be sent by mail to the Employee's last known address. The Employee must respond in writing to the notice within fourteen (14) calendar days of receipt of such notice, of their intention to either accept or decline the offer of recall. In the event that they do not respond to the notice, they shall lose all seniority and shall have been considered to have resigned their employment.
- 31.10 **NO NEW EMPLOYEES**
- No new Employees shall be hired for a position while there are Employees on layoff with seniority who are qualified and available to perform the work.
- 31.11 **CASUAL SHIFTS**
- (a) Employees on layoff shall indicate in writing on a regular basis to the Employer their availability to work casual shifts.

- (b) Casual shifts shall be offered to Employees who have the requisite job-related skills, training, knowledge and other relevant attributes to perform the work, in the following order, except where resident care requirements are such that this order is not possible:
  - (i) Regular Employees who have been reduced in regular hours of work through the operation of this Article, in order of seniority; then;
  - (ii) Casual Employees and Regular Part-time Employees who have indicated their willingness to work additional shifts.
- (c) Employees on layoff who refuse casual shifts may do so without adversely impacting their recall rights.

31.12 ADVISE UNION

In the event of layoffs and recalls, the Employer agrees to advise the Union.

31.13 GRIEVANCES ON LAYOFFS AND RECALLS

Grievances concerning layoffs and recalls shall be initiated at Step 2 of the Grievance Procedure.

**Article 32**

**BULLETIN BOARD SPACE**

32.01 The Employer shall provide the Union with an accessible location, where the Union may have access to Bulletin Board space. The Union is permitted to post the following on the Bulletin Board space:

- (a) Notices of Meetings; or
- (b) Other information specifically relating to Union business.

32.02 The Union shall not post items deemed to be objectionable or offensive.

**Article 33**

**DISCIPLINE AND DISMISSAL**

33.01 The Employer may discipline, suspend or dismiss an Employee for just cause only, except for the dismissal of a probationary Employee.

Unsatisfactory conduct and / or performance by an Employee may be grounds for discipline up to, and including, immediate dismissal.

33.02 Unsatisfactory conduct and / or performance by an Employee which is not considered by the Employer to be serious enough to warrant suspension or dismissal may result in a written warning to the Employee. A copy of the written warning shall be placed on the Employee's personnel file.

33.03 During an investigation of an incident, and where the Employer has a significant reason to believe that an Employee(s) may be responsible, and that their actions may lead to discipline, the Employee may be accompanied by a Union representative in meetings and disciplinary discussions.



- 33.04 The Employee shall sign any written notice of discipline for the sole purpose of indicating that she is aware of the disciplinary notice.
- 33.05 When an Employee has grieved a disciplinary action and the Employer has either allowed the grievance or reduced the penalty levied against the grievor, the personnel file of the Employee shall be amended to reflect this action provided this action results in the abandonment of the grievance.
- 33.06 An Employee who has been subject to disciplinary action may, after two (2) years of continuous service from the date of the disciplinary measure was invoked, request in writing that her personnel file be cleared of any record of the disciplinary action.
- Such request shall be granted provided the Employee's file does not contain any further record of disciplinary action, during the two (2) year period, of which the Employee is aware. The Employer will confirm in writing to the Employee that such action has been effected.
- 33.07 An Employee absent for three (3) consecutive working days without notifying the Employer shall be considered to have terminated her employment unless the Employee subsequently provides a reason acceptable to the Employer and, where it the opinion of the Employer, such prior notification was not possible.
- 33.08 In the event that an Employee is reported to her licensing body by the Employer, the Employee shall be advised. Unless otherwise requested a written copy of the complaint to the licensing body shall be forwarded to the Union forthwith.
- 33.09 Except in extenuating circumstances, an Employee that is to be interviewed with regards to an incident that may lead to disciplinary action shall be given twenty-four (24) hours notice of the time and location of such interview.

#### **Article 34**

#### **GRIEVANCE PROCEDURE AND PROBLEM RESOLUTION PROCESS**

- 34.01 A "grievance" is defined as: any difference arising out of an interpretation, application, administration or alleged violation of this Collective Agreement, policy, or procedure or unfair treatment.
- An Employee has the right to request that a Representative from the Alberta Union of Provincial Employees be present to assist them at any stage of the process.
- In the event of controversy concerning the meaning, application or alleged violation of any provision of this Collective Agreement, there shall be no suspension of work. The Union and the Employer agree that there must be an attempt to resolve issues prior to progressing a matter to the Grievance Procedure, which shall be handled in the following manner.

34.02

#### GRIEVANCE PROCEDURE

A grievance shall be categorized as follows:

- (a) an individual grievance is a dispute affecting one (1) Employee. Such grievance shall be initiated at Step 1 of the grievance procedure as outlined in Clause 34.06; or
- (b) a group grievance is a dispute affecting two (2) or more Employees. Such grievance shall be initiated at Step 2 and processed in the same manner as outlined in Sub-Clause 34.06(b)(ii). A group grievance shall list all Employees affected by the grievance and the results of such grievance shall apply, proportionately if applicable, to all Employees listed on the original grievance; or
- (c) a policy grievance is a dispute between the Parties, which due to its nature, is not properly the subject of an individual or group grievance. Such grievance shall be initiated, in writing, within ten (10) days of the date the aggrieved party first became aware of or reasonably should have become aware of the event leading to the grievance. If the policy grievance is a Union grievance, it shall commence at Step 2. If the policy grievance is an Employer grievance, it shall be directed to the Union and the Union shall render a written reply within ten (10) days of receipt. Upon receipt of response or failure to reply, the Employer may advance the grievance to arbitration.

34.03

#### AUTHORIZED REPRESENTATIVES

The Union Steward shall not suffer any loss of pay for time spent in the performance of her duties involving an investigation or grievance provided that the representative does not leave the Employer's premises.

The Employer will provide the Union within three (3) months of the signing of this agreement, a written list of the titles of authorized representatives who would respond to grievances. The Employer will also provide the name and addresses of a contact person for the purpose of receiving all grievances and distributing grievances to the appropriate respondent.

34.04

#### TIME LIMITS

For the purpose of this Article, periods of time referred to in days shall be deemed such periods of time calculated on consecutive calendar days exclusive of Saturdays, Sundays and Named Holidays which are specified in Article 25: Named Holidays.

34.05

#### MANDATORY CONDITIONS

- (a) All grievances shall be initiated at the appropriate Step of the process, in writing, where applicable, within ten (10) days of the date the aggrieved party first became aware of, or reasonably should have become aware of, the event leading to the grievance.

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

34.06

THE GRIEVANCE PROCEDURE

(a) Step 1

An Employee who has a grievance shall, within ten (10) days of the date she becomes aware of, or reasonably should have become aware of, the occurrence which led to the grievance, first discuss the matter with the Employee’s Site Administrator/ Manager and attempt to resolve the grievance at this stage.

In the event that it is not resolved satisfactorily to the Employee, it may be advanced in accordance with the following Steps.

(b) Step 2

If:

- (i) an individual grievance, within ten (10) days of discussing the grievance with the Employee’s Site Administrator/ Manager in Step 1; or
- (ii) a group grievance, within ten (10) days of the date any of the aggrieved Parties became aware of the event or reasonably should have become aware of the event leading to the grievance; and
- (iii) the grievance shall be submitted, in writing, to the Director of Employee Engagement or designated representative, (1) stating the Article(s) claimed to have been violated, (2) the nature of the grievance (particulars of the facts giving rise to the grievance), (3) the redress (particulars of the remedy) sought and (4) the signature of the representative of the Union.
- (iv) The grievance will be responded to, in writing, by the Director of Employee Engagement or designated representative, within ten (10) days of receiving the grievance.

If the grievance is not settled at this stage, it may be advanced to Step 3.

(c) Step 3

Within ten (10) days of the reply at Step 2, the Employee shall submit the grievance, in writing to the Chief Administrative Officer (CAO) or designate. The CAO or designate shall hold a hearing within ten (10) days of receipt of the grievance. The Employee shall be entitled to have a representative of the Union present during the meeting. The CAO or designate shall render a written decision within ten (10) days of the date of the hearing. If the grievance is not settled at this stage, either Party may decide to proceed to Arbitration or by mutual agreement to Mediation.

34.07

ARBITRATION

- (a) (i) Either Party wishing to submit a grievance to Arbitration shall, within ten (10) days of the receipt of the decision at Step 3 of the grievance procedure, notify the other Party in writing of its intention to do so and shall nominate an individual to serve as a sole arbitrator.
- (ii) The Party receiving the notice shall respond in an effort to agree on the selection of a mutually acceptable sole arbitrator. Where agreement on a mutually acceptable sole arbitrator cannot be reached within ten (10) days of the receipt of the notification provided for in Sub-Clause 34.08(a)(i), the Parties shall request the Director of Mediation Services, pursuant to the provisions of the *Code*, to appoint a sole arbitrator; or
- (iii) However, at the request of either Party in the matter of a suspension or dismissal grievance, a three (3) person Arbitration Board, rather than a sole arbitrator shall be used. The Party requesting the use of an Arbitration Board shall indicate to the other Party within ten (10) days of the grievance being advanced to arbitration, their nominee to the Arbitration Board. The chairperson shall be selected in accordance with this Article.
- (b) After a single arbitrator has been selected, or the Arbitration Board has been formed in accordance with the above procedure, it shall meet with the Parties within twenty-one (21) days and hear such evidence as the Parties may desire to present; assure a full, fair hearing, and shall render the decision, in writing, to the Parties within fourteen (14) days after the completion of the hearing.
- (c) In the case of an Arbitration Board or single arbitrator, the Chairman shall have the authority to render a decision with the concurrence of either of the other members, and decision thus rendered or the decision of the single arbitrator shall be final and binding on the Parties.
- (d) The Arbitration decision shall be governed by the terms of this Collective Agreement and shall not alter, amend or change the terms of this Collective Agreement.

- (e) Each of the Parties to this Collective Agreement shall pay the expenses of its appointee to an Arbitration Board. The fees and expenses of the Chairman or single arbitrator shall be shared equally between the two (2) Parties to the dispute.
- (f) Any of the time limits herein contained in Arbitration proceedings may be extended if mutually agreed to in writing by the Parties.

**Article 35**

**DRESS CODE**

- 35.01 The Parties agree that the Employee shall maintain a professional image while at the work site by adhering to the Employer's Staff Uniform Policy.
- (a) Employees have the option of wearing clothing of their own choosing (color and style of nursing scrubs) in accordance with the Mountain View Seniors' Housing Dress Code Policy.
  - (b) When Employees wear clothing of their own choosing, the clothing must comply with safety and infection prevention and control requirements.
  - (c) Employees must wear identification cards and or name tags at all times in the workplace.
- 35.02 The Employer shall provide, maintain, alter and launder all protective apparel at no cost to the Employee.

**Article 36**

**PAY GUIDELINES**

- 36.01 The Employer shall pay Employees by direct deposit on a bi-weekly basis.
- 36.02 The Employer shall pay for hours worked in accordance with the hourly wages set forth in Appendix "A" attached hereto and forming part of this Agreement. The Basic Rates of Pay as set out in the Salaries Schedule shall be applicable to Employees covered by this Collective Agreement.
- 36.03 Subject to any of the other terms of this Collective Agreement providing for the withholding or delay in granting of an increment, an Employee's basic rate of pay will be advanced to the next higher basic rate of pay following:
- (a) in the case of a regular full-time Employee, one (1) year of service; or
  - (b) in the case of a regular part-time Employee and a casual Employee, Employees shall advance from their initial placement on the salary scale to the next step, if applicable, as set out in the Salaries Schedule upon completion of two thousand and eighty (2,080) hours worked, and then shall receive further Pay Step advancements, if applicable, based upon completion of a further two thousand and eighty (2,080) hours worked at each subsequent Pay Step in the pay range.

36.04

#### OVERPAYMENT

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

#### UNDERPAYMENT

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

36.05

#### PAYROLL

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

### Article 37

#### COPIES OF COLLECTIVE AGREEMENT

37.01

Within sixty (60) calendar days of the signing of this Collective Agreement, the Employer shall provide each Employee with an electronic copy attached to the work email address of the Employee.

Employee(s) may access the electronic copy at work by computer-based space(s), which are available in the workplace.

37.02

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

37.03

Selection of the printers and printing of the Collective Agreement shall be the joint responsibility of the Employer and the Alberta Union of Provincial Employees. Costs shall be shared equally between the Employer and the AUPE.

37.04

The final version of the Collective Agreement shall be in electronic form and both the Employer and the Union shall be provided with a copy.

**Article 38**

**LOCKERS**

38.01 The Employer will make available during each Employee's shift a locker to store and secure personal belongings. The Employee will provide a personal lock to secure the locker during the Employee's shift.

**Article 39**

**HANDLING CASH RECEIPTS AND DISBURSEMENTS**

39.01 An Employee whose work responsibilities include handling cash will exercise caution and care in balancing receipts and disbursements, but shall not be required to reimburse the Employer for shortages unless the Employee is disciplined or terminated with just cause for theft (subject to the grievance procedure).

39.02 If there are recurring cash shortages, the Employees and the Employer will cooperate in measures to reduce shortages.

**Article 40**

**EDUCATION AND STAFF DEVELOPMENT**

40.01 The Employer supports staff development and will assist with job-related education for Permanent Regular Employees who wish to pursue educational opportunities that will enhance their job performance capabilities and improve their opportunities for advancement within the organization.

40.02 (a) At the Employer's discretion, the Employer will reimburse a Regular Employee up to seventy-five percent (75%) of the cost of tuition and required textbook purchases for an educational course or certificate program provided that the Regular Employee provides the Employer with proof of payment, proof of completion of the course, and the educational course or certificate program is for a work related purpose. If the Regular Employee fails to successfully complete the educational course or certificate program or the Regular Employee terminates employment prior to completing the educational course or certificate program, the Employee will not qualify for reimbursement.

(b) A Regular Employee, who is reimbursed tuition pursuant to Article 41 must commit to 2080 hours of continuous employment with the organization. Any Regular Employee who leaves the employ of the Employer prior to completing 2080 hours of continuous employment after having been reimbursed tuition shall have the full tuition payments received deducted from the Employee's final pay.

40.03 The Regular Employee must submit tuition refund requests in the approved format to the Director of Employee Engagement prior to registering for the educational course or certificate programs.

- 40.04 The training needs of each Regular Employee will be assessed during the performance evaluation process. Management will provide ongoing opportunities for Regular Employees to attend relevant workshops or seminars, where possible.
- 40.05 Regular Employees of the Employer may request education assistance for courses, workshops, seminars and or licenses that may enhance their ability to perform their current job. The Employer may provide assistance with costs associated should the license or education presented be of a work related purpose and deemed by the Employer as being beneficial to the Employer. Any such assistance provided shall be at the discretion of the Employer.



**Appendix A**  
**SALARY SCHEDULES**

**LUMP SUM PAYMENT**

Employees are paid a flat percentage for all hours worked at the rate of pay in effect on April 24, 2018.

Employees will be paid three percent (3%) on hours worked between certification and September 10, 2020, at their April 24, 2018 rates of pay.

EFFECTIVE DATE OF RATIFICATION September 10, 2020:

<b>POSITION</b>	<b>Step 1</b>	<b>Step 2</b>	<b>Step 3</b>	<b>Step 4</b>	<b>Step 5</b>	<b>Step 6</b>	<b>Step 7</b>
Head Cook	20.82	21.66	22.54				
Cook/Evening Cook	17.87	18.39	18.95				
Baker	16.54	17.06	17.62				
Food Services and Dietary	15.70	16.57	17.60				
Head Housekeeper	18.03	18.90	19.93				
Laundry/Housekeeping	15.70	16.57	17.58				
Receptionist	16.82	17.32	17.84				
Activity Coordinator / Recreation Therapy Assistant	19.49	20.08	20.67				
HCA Supervisor	24.61	25.67	26.38	27.05	27.72	29.03	31.13
HCA	20.53	21.59	22.30	22.97	23.72	24.24	24.95

**Wages are effective on the dates identified in Appendix A Salary Schedule.**

Each step or increment on the wage grid will require an employee to work 2080 hours to advance to the next pay step on the grid. This is the number that should be used to determine where the employees should be placed on the grid effective the Date of Ratification.

Once employees are placed on the grid, for the purposes of advancing to the next step they will retain their accumulated hours worked since January 1, 2020 for movement to the next increment.

The Employer shall advise Employees of their placement on the new salary schedule. If a disagreement occurs as to the appropriate rate of pay, the grievance process shall be used to resolve differences.

The parties shall agree upon all adjustments and retroactivity within forty-five (45) days of ratification and all payments and retroactive pay shall be made to Employees within ninety (90) days of ratification.

EFFECTIVE September 1, 2021 – 1.0% wage increase to September 1, 2020 rates:

POSITION	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7
Head Cook	21.03	21.88	22.77				
Cook/Evening Cook	18.05	18.58	19.14				
Baker	16.71	17.23	17.80				
Food Services and Dietary	15.86	16.74	17.78				
Head Housekeeper	18.21	19.09	20.13				
Laundry/Housekeeping	15.86	16.74	17.76				
Receptionist	16.99	17.49	18.02				
Activity Coordinator / Recreation Therapy Assistant	19.68	20.28	20.88				
HCA Supervisor	24.86	25.93	26.64	27.32	28.00	29.32	31.44
HCA	20.74	21.81	22.52	23.20	23.96	24.48	25.20

**Appendix B**

**BARGAINING UNIT EXCLUSIONS**

The parties agree the following persons are excluded from the collective agreement:

Persons who perform managerial duties or perform in a confidential capacity regarding Labour Relations including the following classification:

- Site Administrator

## Schedule B

### GROUP EMPLOYEE BENEFIT PLANS

1. Permanent Full Time and Permanent Part Time Employees are eligible for participation in the Employee Group Benefits Plan if they work a minimum of twenty (20) hours per week.
2. Temporary and Casual employees are not eligible for participation in the Employee Group Benefits Plan.
3. The Employee Group Benefits Plan includes Single and Family Healthcare Coverage, Single and Family Dental Coverage, Long Term Disability (LTD), Short Term Disability, Life Insurance, Dependent Life Insurance, Accidental Death and Dismemberment and an Employee Assistance Program.
4. Benefit eligibility and coverage is subject to the terms and conditions of the plans or insurance policies.
5. The Employer's share of group benefit premiums shall be as follows:
  - Single Health Coverage – 100%
  - Family Health Coverage – 100%
  - Single Dental Coverage – 100%
  - Family Dental Coverage – 100%
  - Employee Assistance Program – 100%
6. The Employee's share of group benefit premiums shall be as follows:
  - Long Term Disability (LTD) – 100%
  - Short Term Disability (STD) – 100%
  - Life Insurance – 100%
  - Dependent Life Insurance – 100%
  - Accidental Death and Dismemberment – 100%
7. The Employee's share of applicable premiums shall be collected through payroll deduction.
8. Participation in the Employee Group Benefit Plan is mandatory for all qualifying Employees. Eligible employees may waive or opt out of Health and/or Dental Coverage if the Employee has documentation proving that the Employee is insured under another plan or has obtained alternative coverage.
9. The Employer's sole responsibility with respect to benefits is limited to the payment of its share of premiums. Any disputes regarding eligibility and coverage are a matter between the Employee and the insurance carrier, and are not subject to the grievance and arbitration procedure of this Collective Agreement. The insurance plans and policies and any benefits administration contracts are not part of nor are any of them to be considered incorporated into this Collective Agreement and will not be the subject of any grievance or arbitration procedure under the terms of this Collective Agreement.

10. The Employer retains the right to modify, suspend or discontinue any or all benefit plans, at its sole discretion, without any obligation to replace such modified, suspended or discontinued benefit with any other benefit, equivalent or otherwise.

## Schedule C

### GROUP REGISTERED RETIREMENT SAVINGS PLAN

1. Permanent Full Time and Permanent Part Time Employees who have two (2) years or more of service and work twenty (20) hours per week will be eligible to participate in a Group RRSP Plan.
2. Casual and Temporary Employees will not be eligible to participate in the Group RRSP Plan.
3. Employee contributions will be on a voluntary basis. The Employer will contribute two per cent (2%) of base earnings, excluding overtime and shift differential, on a bi-weekly basis for all eligible Employees who contribute at least one per cent (1%) of their base earnings, excluding overtime and shift differential, to the Group RRSP Plan on a bi-weekly basis.
4. Eligible Employees may make additional voluntary contributions over and above the minimum contribution of one per cent (1%) of base earnings, excluding overtime and shift differential. Such additional contributions will not be matched by the Employer.
5. Employees on a leave of absence will not be eligible for the Employer's RRSP contribution.
6. Employees who are not eligible for Group RRSP Plan or who have less than two (2) years of service, may also make voluntary contributions to the Group RRSP Plan but will not be eligible for the Employer's RRSP contribution.
7. Withdrawals from the Group RRSP Plan is only permitted in cases of extreme hardship.
  - (a) The Employee must submit all requests in writing to the Chief Administrative Officer. If approved, funds may be withdrawn from the Employee's contributions only.
  - (b) Voluntary contributions (anything over and above the one per cent (1%) mandatory contribution or contributions from ineligible Employees) are available for withdrawal at any time without special permission.
  - (c) Funds withdrawn from the Group RRSP Plan are subject to fees, income tax and withholding tax.
8. Upon termination of employment, the Employee may transfer the contributions to an individual RRSP or RRIF, group RRSP plan or annuity.
9. The Employer's sole responsibility with respect to Group RRSP is limited to the Employer's RRSP contributions. Any disputes regarding eligibility are a matter between the Employee and the RRSP plan administrator, and are not subject to the grievance and arbitration procedure of this Collective Agreement. The RRSP plan and policies and any benefit administration contracts are not part of nor are any of them to be considered incorporated in this Collective Agreement and will not be the subject of any grievance or arbitration procedure under the terms of this Collective Agreement.
10. The Employer retains the right to modify, suspend, or discontinue any or all Group RRSP plans, at its sole discretion, without any obligation to replace such modified, suspended or discontinued plans with any other plans, equivalent or otherwise.

**LETTER OF UNDERSTANDING #1**

BETWEEN

MOUNTAIN VIEW SENIORS' HOUSING

AND

THE ALBERTA UNION OF PROVINCIAL EMPLOYEES

**RE: RETROACTIVE PAY FOR EMPLOYEES WHO TERMINATE EMPLOYMENT PRIOR  
TO RATIFICATION**

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

All other changes are effective the date of ratification.

ON BEHALF OF MOUNTAIN VIEW  
SENIORS' HOUSING

ON BEHALF OF ALBERTA UNION  
OF PROVINCIAL EMPLOYEES

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**LETTER OF UNDERSTANDING #2**

BETWEEN

MOUNTAIN VIEW SENIORS' HOUSING

AND

THE ALBERTA UNION OF PROVINCIAL EMPLOYEES

**RE: CONTRACTING OUT**

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

ON BEHALF OF MOUNTAIN VIEW  
SENIORS' HOUSING

ON BEHALF OF ALBERTA UNION  
OF PROVINCIAL EMPLOYEES

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**LETTER OF UNDERSTANDING #3**

BETWEEN

MOUNTAIN VIEW SENIORS' HOUSING

AND

THE ALBERTA UNION OF PROVINCIAL EMPLOYEES

**RE: WORKLOAD**

1. An Employee may file a written concern regarding their workload directly to the manager. It is agreed that workload concern(s) for discussion represent ongoing, systemic, long-term issues which have continued for a minimum period of ninety (90) days. This does not preclude an Employee from discussing the workload with their manager prior to the ninety (90) days.
2. The manager shall investigate the concern(s) raised and provide a written response within thirty (30) days of the Employee's written submission.
3. Should the response of the manager not satisfactorily address the concern(s) raised, the Employee may advance them to the Director responsible within fifteen (15) days of receiving the manager's response. The Director shall provide a written response within thirty (30) days of receiving the Employee's written submission.

ON BEHALF OF MOUNTAIN VIEW  
SENIORS' HOUSING

ON BEHALF OF ALBERTA UNION  
OF PROVINCIAL EMPLOYEES

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**LETTER OF UNDERSTANDING #4**

BETWEEN

MOUNTAIN VIEW SENIORS' HOUSING

AND

THE ALBERTA UNION OF PROVINCIAL EMPLOYEES

**RE: LEAVES OF ABSENCE UNDER EMPLOYMENT STANDARDS CODE**

1. The Parties agree that the Employer shall provide the following leaves in accordance with the entitlements set out in the Alberta Employment Standards Code in effect as of January 1, 2019.
2. **Compassionate Care Leave**  
An Employee who has worked an employee who has been employed for at least ninety (90) days is entitled to unpaid compassionate care leave for a period of up to twenty-seven (27) weeks in accordance with the Employment Standards Code and the Employment Insurance Act for the purpose of providing care or support to a seriously ill family member. Qualified relative means a person in a relationship to the Employee for whom the Employee would be eligible for the compassionate care benefit under the legislation.
3. **Critical Illness Of A Child Leave**  
Employees will be granted unpaid leave up to thirty-six (36) weeks of job protection for or the purpose of providing care or support to their child in accordance with the Employment Standards Code and Employment Insurance (EI) legislation.
4. **Death Or Disappearance Of A Child Leave**  
Employees will be granted unpaid leave up to fifty-two (52) weeks of job protection for employees whose children have disappeared due to a crime or up to one hundred and four (104) weeks if child died due to a crime in accordance with the Employment Standards Code and Employment Insurance (EI) legislation.
5. **Domestic Violence Leave**  
An employee who is a victim of domestic violence and has been employed by the same employer for at least ninety (90) days is entitled to unpaid domestic violence leave of up to ten (10) days in a calendar year in accordance with the Employment Standards Code.
6. **Family Responsibility Leave**  
An employee who has been employed by the same employer for at least ninety (90) days is entitled to up to five (5) days of unpaid leave in a calendar year, but only to the extent that the leave is necessary for the employee to meet his or her family responsibilities in relation to a family member in accordance with the Employment Standards Code.
7. **Education Leave**
  - (a) For the purpose of determining salary increments, an Employee who is granted

leave of absence for educational purposes, subject to the conditions provided in Clause 29.01, shall be deemed to remain in the continuous service of the Employer for the first eighteen (18) months of such period of leave.

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

8. Military Leave

An Employee who has completed twenty-six (26) weeks of employment and is required by military authorities to attend training or perform military services shall be granted leave without pay for up to twenty (20) days per year for annual training.

9. Citizenship Ceremony leave

Employees will be granted unpaid leave for employees to attend a citizenship ceremony in accordance with the Citizenship Act (Canada).

ON BEHALF OF MOUNTAIN VIEW  
SENIORS' HOUSING

ON BEHALF OF ALBERTA UNION  
OF PROVINCIAL EMPLOYEES

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**LETTER OF UNDERSTANDING #5**

BETWEEN

MOUNTAIN VIEW SENIORS' HOUSING

AND

THE ALBERTA UNION OF PROVINCIAL EMPLOYEES

**RE: ARTICLE 15 – HOURS OF WORK – FIXED SPLIT SHIFT SCHEDULE / ROTATION**

Whereas the Parties to this Collective Agreement agree to continue the Employer's current practice of utilizing a fixed split shift schedule / rotation employing a Housekeeping position (the "Split Shift Schedule") working the following hours:

1. The Split Shift Schedule applies to the following position only:
  - (a) Housekeeping rotation presently occupied by Melinda Landong consisting of 20 days with 24 shifts or 135 hours in a 28 day rotation (0.84 FTE).
  - (b) This rotation has 4 split shifts.
  - (c) Each Thursday the Housekeeping incumbent works 8:00AM-12:00PM and 5:30PM – 9:30PM.
2. Any alteration of this LOU shall be by mutual agreement only.

The Employer and the Union acknowledge and confirm that all Articles of this Collective Agreement remain in full force and effect as between the Parties, with the exception that Article 15.03(a)(i) does not apply to the Employees in the Affected Positions.

The Employer may offer a Split Shift Schedule by utilizing the posting provisions of Article 14 - Recruitment and Selection.

A permanent employee working a Split Shift Schedule shall be considered a regular full-time or part-time employee for the purposes of entitlements and rights under the Collective Agreement.

This Letter of Understanding shall be in full force and effect for the term of the Collective Agreement.

ON BEHALF OF MOUNTAIN VIEW  
SENIORS' HOUSING

ON BEHALF OF ALBERTA UNION  
OF PROVINCIAL EMPLOYEES

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**LETTER OF UNDERSTANDING #6**

BETWEEN

MOUNTAIN VIEW SENIORS' HOUSING

AND

THE ALBERTA UNION OF PROVINCIAL EMPLOYEES

**RE: OVER-RANGE EMPLOYEES**

The following Letter of Understanding shall stipulate the rates of pay for the six impacted individuals, which will be applicable for the term of the collective agreement:

Name	Job Classification	Status	Current Rate of Pay	1.5% increase effective Date of Ratification	1% increase effective September 1, 2021
Betty Britnell	Cook/Evening Cook	FT	\$19.33	\$19.62	\$19.82
Nadine Doerksen	Receptionist	FT	\$19.67	\$19.97	\$20.17
Jacqueline Lawrence	Head Cook	FT	\$22.98	\$23.33	\$23.57
Joyce Hoey	Head Housekeeper	FT	\$20.27	\$20.58	\$20.79
Cheryl Kotar	Laundry/ Housekeeping	FT	\$17.82	\$18.09	\$18.28
Rosemary Enzie	Laundry/ Housekeeping	Casual	\$17.82	\$18.09	\$18.28

ON BEHALF OF MOUNTAIN VIEW  
SENIORS' HOUSING

ON BEHALF OF ALBERTA UNION  
OF PROVINCIAL EMPLOYEES

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