

COLLECTIVE AGREEMENT

Between

**SEASONS RETIREMENT COMMUNITIES
(CAMROSE) LP.**

and the

**ALBERTA UNION OF PROVINCIAL
EMPLOYEES**

on behalf of

LOCAL 047/009

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PREAMBLE

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

- (a) provide lawful and orderly collective bargaining relations between the Employer and its Employees covered by this Collective Agreement, through the Union;
- (b) To maintain and improve the harmonious relations and settle conditions of employment between the Employer and the Union.
- (c) To recognize the mutual value of joint discussions and negotiations in all matters pertaining to working conditions.
- (d) secure prompt disposition of grievances, and to eliminate interruption of work and interference with the efficient operation of the Employer's business;
- (e) To encourage efficiency in operation.
- (f) To promote the morale, well being and security of all the Employees in the bargaining unit of the Union.
- (g) generally to administer all terms and conditions herein in a manner consistent with the Collective Agreement.
- (h) It is the desire of the parties to provide compassionate care for the residents to meet their physical and emotional needs in a safe, comfortable environment, treating them and their families with the respect and dignity they deserve.

ARTICLE 1 - TERM

- 1.01 Except where otherwise stated in this Collective Agreement, this Collective Agreement including appendices attached to it shall be in force and effect from the date of ratification to December 31, 2019 and from year to year thereafter, unless amended by the mutual agreement of the parties. Notification of desire to amend the Collective Agreement may be given in writing by either party during the period between sixty (60) and one hundred twenty (120) days prior to its expiration date.
- 1.02 Any notice required hereunder to be given shall be deemed to have been sufficiently served if personally delivered or mailed in a prepaid registered envelope addressed:
- (a) In the case of the Employer, to:
Employee Services
Seasons Retirement Communities
1315 North Service Road East I Suite 200
Oakville, ON L6H 1A7
 - (b) In the case of the Union, to:
The President
Alberta Union of Provincial Employees
10451-170th Street
Edmonton, AB TSP 4S7
- 1.03 The Employer will not cause or direct any lockout of its Employees and the Union will not cause or direct any strikes nor will the Employees participate in any collective action which will interfere with the operation of the Employer.

ARTICLE 2 - DEFINITIONS

- 2.01 "Code" shall mean *The Labour Relations Code* of Alberta.
- 2.02 "Union" shall mean the Alberta Union of Provincial Employees.
- 2.03 "Chapter" shall mean the Local and Chapter of the Alberta Union of Provincial Employees as assigned by the Union.
- 2.04 "Union Representative" shall mean a person who is not an Employee of the Employer and who is authorized by the Union to conduct business with the Employer or bargaining unit members.
- 2.05 "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.
- 2.06 "Employer" shall mean Seasons Retirement Communities (Camrose) LP and shall include such persons as may from time to time be appointed or designated to carry out administrative duties in respect of the operation and management of the facility.

- 2.07 "Community" shall mean the Seasons Retirement Communities (Camrose) LP building and property in Camrose, Alberta. [where the term "facility" occurs in the final CBA delete and replace with "community"]
- 2.08 "Employee" shall mean a person covered by this Collective Agreement and who is employed by the Employer. At the time of hire, the employment status of each Employee shall be determined in accordance with the following.
- (a) A full-time employee is defined as an employee who is regularly scheduled to work seventy-five (75) hours or more biweekly, exclusive of unpaid meal periods.
 - (b) A part-time employee is defined as an employee who is regularly scheduled to work less than seventy-five (75) hours biweekly or less, exclusive of unpaid meal periods.
 - (c) A casual employee is scheduled on as-needed basis and works "call-in" shifts but is not scheduled regularly.
- 2.09 "Basic Hourly Rate of Pay" shall mean the rate applicable to an Employee as set out in "Schedule A".
- 2.10 Shift" shall mean a daily tour of duty exclusive of overtime hours.
- 2.11 "Shift Rotation" shall mean the period of time over which a full or part-time Employee's regularly scheduled hours repeats itself. In those cases where the shift rotation does not repeat itself for a Full or Part-time Employee, the term shall be understood to mean a period of twelve (12) weeks.
- 2.12 "Regularly Scheduled Hours" shall mean the hours set out in a shift rotation.
- 2.13 "Continuous Service" shall mean the period of employment commencing on the latest date of hire and that is not interrupted by termination.
- 2.14 "Gross earnings" shall mean all monies earned by the Employee under the terms of this Collective Agreement.
- 2.15 "Officer" as referred to in Article 3 shall mean a member of the Union designated by the President in writing pursuant to the Union's Constitution to perform a specific function pertaining to this Collective Agreement.
- 2.16 Whenever the singular or feminine is used in this Collective Agreement it shall be considered as if the plural or masculine has been used where the context so requires.
- 2.17 Job Classifications
- (a) "Care Aide" shall mean an Employee without a Health Care Aide certificate and who holds a position as a Care Aide.
 - (b) "Health Care Aide" shall mean an Employee who has successfully completed the Health Care Aide certificate and holds a position as a Health Care Aide.
 - (c) "Licensed Practical Nurse" shall mean an Employee who is registered as a Licensed Practical Nurse pursuant to the *Health Professions Act* of Alberta.

- 2.18 "Registration" and "Practice Permit" shall take meaning from the *Health Professions Act* of Alberta.

ARTICLE 3 - UNION RECOGNITION & REPRESENTATION

- 3.01 The Employer recognizes the Union as the sole bargaining agent for and that this Collective Agreement shall apply to all Employees when employed in accordance with the applicable Alberta Labour Relations Board certificate.
- 3.02 No Employee will be required or permitted to make any written or verbal agreement which is in conflict with this Collective Agreement.
- 3.04 (a) For the purposes of this Collective Agreement, the Union shall be represented by its appointed Officers. The Union shall provide the Employer with a current list of the Officer's names.
- (b) The Employer shall grant Union Representatives access to its premises for Union business subject to the prior permission of the Employer.
- (c) Union membership meetings may be held on Employer premises subject to the approval of the Employer.
- 3.05 The Union shall be given the opportunity to make a presentation to new Employees of up to fifteen (15) minutes during the Employer's general orientation session.
- 3.06 The cost of the printing of the Collective Agreement shall be borne equally between the parties. The Collective Agreement will be printed by a mutually agreed unionized shop. The invoice for printing the Collective Agreement will be processed by the Union. Notwithstanding the foregoing, the Union shall bear the cost of printing the first collective agreement.
- 3.07 The Employer will provide a bulletin board for the Union, the location of which will be accessible to all Employees. The Union reserves the right to approve notices placed on the Union bulletin board. The Union agrees to *remove* material from the Union bulletin board which the Employer considers objectionable
- 3.08 Employees shall *have* the right to Union representation at meetings which the Employer designates as being disciplinary.
- 3.09 Union Stewards
- (a) Union Stewards are representatives of the Employees in all matters pertaining to this Collective Agreement, particularly for the purpose of processing grievances and of enforcing bargaining rights and any other rights of the Employees under this Collective Agreement. Where it becomes necessary for a Union Steward to leave her job for this purpose, she will request time off from her immediate supervisor and provide her with as much advance notice as possible.
- (b) A list of Union Stewards shall be supplied by the Union to the Employer and the Employer shall be advised in writing of any changes to this list. The Union Steward list shall be updated by the Union annually.

3.10 Union Representation

- (a) A request by any Employee for union representation at a meeting which the Employer designates as disciplinary shall not be denied.

ARTICLE 4 - UNION MEMBERSHIP & DUES DEDUCTION

- 4.01 As a condition of employment, the Employer will deduct from the gross earnings of each Employee covered by this Collective Agreement dues as determined by the Union.
- 4.02 Deductions of the dues shall commence with the first pay period of an Employee's employment.
- 4.03 The Union shall advise the Employer in writing at least thirty (30) days prior to the effective date of any change in the amount of dues to be deducted from the Employees covered by this Collective Agreement.
- 4.04
 - (a) The Employer agrees to remit to the Central Office of the Union the amount of dues deducted from the pay of all Employees by the first (1st) working day after the fifteenth (15th) calendar day in the following month. Where an accounting adjustment is necessary to correct an over or under deduction of dues, it shall be made in the succeeding month.
 - (b) With each remittance made under clause 4.04(a) above, the Employer shall provide information in a printed form or by electronic file showing the Employee name, Employee address, Employee number, current dues deducted, job classification, basic hourly rate of pay, employment status, paid hours in the reporting period, and gross earnings in the reporting period.
- 4.05 The Employer will record the amount of individual dues deducted on the Employee's T -4 slip.
- 4.06 The Employer shall be saved harmless by the Union with respect to any liability the Employer may incur as a result of any deductions from wages in respect of dues or other assessments or remittances as requested by the Union.

ARTICLE 5 - TIME OFF FOR UNION BUSINESS

- 5.01 The Employer may grant leave of absence with pay to Employees to attend Union conventions, seminars, education classes or other Union business (Union leave) to a maximum of three (3) Employees. Request for Union leave shall be submitted in writing with as much advance notice as possible, but no less than fourteen (14) calendar days prior to the date the Union leave is to commence. The Employee's request shall be forwarded by the Union's standard leave of absence request documentation as would be needed for the Employer to invoice the Union. Requests for Union leave are subject to the efficient operations of the Employer. The Employer will reply in writing to a request for leave of absence within fourteen (14) calendar days of receipt of the request.

- 5.02 To facilitate the administration of Union leave as provided within the Collective Agreement, where Union leave has been granted, the Employer will continue the salary of the Employee during such leave. In turn, the Employer shall invoice the Union for the Employee's salary or replacement salary costs, whichever is greater, and other related costs which the Union shall pay within twenty-one (21) days of receipt of the Employer's invoice.
- 5.03 Where permission has been granted by the Employee's Supervisor for a Union Steward to temporarily leave her job in order to assist with respect to a grievance, she shall suffer no loss of pay for the time so spent.
- 5.05 Negotiations
- An Employee elected or appointed to the Union Bargaining Committee shall be granted time off with pay and benefits and without loss of seniority in order to prepare for negotiations and participate in negotiations with the Employer to a maximum of three (3) Employees. When requesting such leave, the Employee or the Union shall endeavor to provide as much advance notice as possible to the Employer. The Employer shall invoice the Union for the Employee's salary or replacement salary costs, whichever is greater, and other related costs which the Union shall pay within twenty-one (21) days of receipt of the Employer's invoice.
- 5.06 It is agreed that for the purpose of W.C.B. coverage, an Employee on Union leave be deemed to be employed by the Union.

ARTICLE 6 - MANAGEMENT RIGHTS

- 6.01 The Union acknowledges that all management rights and prerogatives are vested exclusively with the Employer. Without limiting the generality of the foregoing it is the exclusive function of the Employer:
- (a) to determine and establish standards and procedures for the care, welfare, safety and comfort of the residents in the Employer;
 - (b) to maintain order, discipline, efficiency and in connection therewith to establish and enforce reasonable rules and regulations, provided that the rules shall not be inconsistent with the provisions of this Agreement;
 - (c) to hire, transfer, lay-off, recall, promote, demote, classify, assign duties, discharge, suspend, or otherwise discipline employees who have completed their probationary period for cause, provided that a claim of discriminatory transfer, promotion, demotion of classification or a claim that an employee who has completed his probationary period has been discharged or disciplined without just cause, may be the subject of a grievance and dealt with as hereinafter provided. The discharge of a probationary employee shall be solely in the discretion of the Employer, provided it is done in good faith and non-arbitrary fashion;

- (d) to have the right to plan, direct and control the work of the employees and the operations of the Employer. This includes the right to introduce new and improved methods, facilities, equipment, and to control the amount of supervision necessary, work schedules, and the increase or reduction of personnel in a particular area or overall.

ARTICLE 7 - EMPLOYEE - MANAGEMENT COMMITTEE

7.01 In the spirit of both parties maintaining efficient and harmonious relationships, both parties will form an employee management committee and meet on a regular basis or as required.

7.02 The employee management-committee shall meet to discuss and, if possible, provide understanding of points of mutual interest between the Retirement Residence and the Union. Such meeting shall be held at times as may be agreed to by the parties.

Where there are matters of mutual concern and interest that would be beneficial if discussed at an employee management-committee meeting during the term of this Agreement, the following shall apply:

- (a) An equal number of representatives of each party as mutually agreed shall meet at a time and place mutually satisfactory. A request for such meeting will be made in writing at least two (2) weeks prior to the date proposed and accompanied by an agenda of matters proposed to be discussed, which shall not include matters that are properly the subject of grievance or matters that are properly the subject of negotiations for the amendment or renewal of the collective agreement.
- (b) A representative attending such meeting shall be paid for lost wages from regularly scheduled hours. A Union Representative may attend as a representative of the Union. Meetings will be held quarterly unless otherwise agreed.

7.03 A Union Representative has the right to attend employee management-committee meetings.

7.04 An Employee shall not suffer any loss of pay for attending employee-management committee meeting(s).

ARTICLE 8 - OCCUPATIONAL HEALTH & SAFETY

8.01 The Employer shall maintain an Occupational Health & Safety (OH&S) Committee to consider matters of occupational health and safety and be in compliance with the Alberta Occupational Health and Safety Act. A minimum of two (2) representatives of the Union who are employed with the Employer will be members of the Facility OH&S Committee.

8.02 The OH&S Committee shall meet at least quarterly or more frequently if required by either party at a mutually acceptable hour and date.

- 8.03 An Employee shall not suffer any loss of pay for attending the OH&S Committee meetings.
- 8.04 If recommendations by the OH&S Committee are not implemented or adequate steps do not seem to be taken in the opinion of the OH&S Committee towards implementation within two (2) months from the date the recommendation is made, the OH&S Committee may present the item to the Administrator. A written reply will be given by the Administrator within thirty (30) days of the presentation by the OH&S Committee.

ARTICLE 9 - NO DISCRIMINATION

- 9.01 The Employer and the Union agree to abide by the *Alberta Human Rights Act*. For the purposes of the Article, the Parties agree that the defenses and definitions of the aforementioned Act are applicable.

ARTICLE 10 - PROBATIONARY PERIOD

- 10.01 A new employee will be considered on probation until the completion of 503.75 hours worked. Upon successful completion of the probationary period, the employee's name will be placed on the seniority list with seniority dating from the date she was last hired by the Employer. A new Employee's probationary period may be extended an additional five hundred, three, point seven, five (503.75) hours or six (6) months worked, whichever occurs first by agreement between the Employer and Union.
- 10.02 The dismissal of a probationary employee shall be at the sole discretion of the employer on the basis of a fair and proper assessment.

ARTICLE 11 - APPOINTMENTS TRANSFERS AND VACANCIES

- 11.01 In the event new jobs are created or vacancies occur in existing job classifications (unless the Employer notifies the Union in writing that it intends to postpone or not fill a vacancy), the Employer will post the original new jobs or vacancies for a period of seven (7) calendar days and shall stipulate the qualifications, rate and department concerned before new Employees are hired in order to allow Employees with seniority to apply. All subsequent postings will be for a period of three (3) calendar days. In the event an Employee should apply for the position, the provisions of Article 11.06 shall apply.
- 11.02 The Employer will complete the job posting process and will notify all internal applicants who applied for said position prior to the start date of the posted position.
- 11.03 Nothing herein shall prevent the Employer from temporarily filling any position or vacancy during the processing of the posting.

- 11.04 Employees are prohibited from posting into a new position until they have completed 255.75 hours in the new position, except in situations where the new position is in a higher rated classification or where the employee changes status (part-time to full-time).
- 11.05 Employees transferred through the job posting procedure will be paid in the following manner:
- (a) If an employee is transferred or reclassified to a higher rated classification, he shall receive the rate immediately above the rate of his prior job in the salary range of the job to which he is transferred. Job seniority for pay purposes shall date from the date the transfer becomes effective.
 - (b) If an employee is transferred to a lower classification due to a reduction in staff, inability to perform his work as required, at the employee's request, the employee will receive the corresponding rate for the classification to which he was transferred. Job seniority for pay purposes shall include seniority on the job he is being transferred from.
- 11.06 In cases where two or more qualified employees apply, the Employer shall consider the qualifications, experience, skill, merit and ability of the applicants. Where these factors are relatively equal amongst the applicants, seniority shall govern.
- 11.07 The successful applicant shall be placed on trial in the new position for a period of 255.75 hours starting when the employee commences the new position. Such trial promotion or transfer shall become permanent after the trial period unless:
- (i) The employee feels that she is not suitable for the position, and wishes to return to her former position; or
 - (ii) The Employer feels that the employee is not suitable for the position, and requires that she return to her former position.

It is understood and agreed that once the trial period has expired, the Employer no longer has the right to return an employee to her former position and the employee no longer has the right to return to her former position.

In the event of either (i) or (ii) above, the employee will return to her former position and salary without loss of seniority, any other employee promoted or transferred as a result of the rearrangement of positions shall also be returned to her former position and salary without loss of seniority.

In the event of (i) or (ii) above, the employer will select the next candidate based on the original applicants in accordance with Article 11.01.

It is understood however, that no employee shall be transferred to a position outside the bargaining unit without her consent.

Where vacancies are posted, the Employer shall consider applicants in accordance with the provisions of Article 11.06 prior to consideration of persons not employed by the Employer.

11.08 Temporary Vacancies

- (a) Temporary full-time vacancies that are reasonably anticipated to be of twelve (12) weeks duration or less may not be posted. The Employer may fill such temporary vacancies as it deems appropriate.
- (b) Temporary full-time vacancies that are reasonably anticipated to twelve (12) weeks duration will be posted in accordance with Article 11.01. In cases where two or more employees apply, the selection criteria set out in Article 11.06 will govern.
- (c) In the event that a part-time employee fills a full-time temporary vacancy, the part-time employee shall retain her part-time status during the temporary fulltime vacancy period.
- (d) An employee filling a temporary vacancy shall not bid on any other temporary posting until the end of his/her temporary position.
- (e) The Employer will outline to any employee selected to fill a temporary vacancy the anticipated conditions and duration of such vacancy. Upon the return of the employee on leave from her absence, she shall have the right to return to her former position. In instances where an employee returns to work prior to estimated date of return the Employer shall not be liable for payments to the resulting displaced employee(s).

ARTICLE 12 - PERSONNEL FILES

12.01 There shall be only one (1) personnel file for each Employee.

- 12.02
- (a) By appointment made at least seventy-two (72) hours in advance, an Employee may view her personnel file.
 - (b) A representative of the Union, upon the written consent of the Employee, may view the Employee's personnel file for purposes of investigating an individual grievance or a disciplinary matter.
 - (c) An Employee, at her request, may be accompanied by a Union Representative or Union Steward when reviewing her personnel file.

12.03 Where the Employee or the Employee's representative has requested copies of any contents of her personnel file, the Employer shall be entitled to charge reasonable costs to cover the cost of copying.

ARTICLE 13 - DISCIPLINE & DISMISSAL

13.01 Except for the dismissal of an Employee serving her probationary period, no Employee shall be disciplined without just cause.

13.02 An Employee shall have the right to Union representation during a disciplinary meeting with the Employer. An Employee shall have the right to waive the right to Union representation if she wishes.

- 13.03 (a) When disciplinary action is taken against an Employee, the Employee shall be notified in writing as to the reason(s) for such action. Further, when an Employee is terminated, a copy of the document setting out the termination shall be forwarded to the Union.
- (b) The Employer will issue a suspension or dismissal within fifteen (15) calendar days (excluding Saturdays, Sundays and Named Holidays), or such longer period as is reasonably necessary, of the date the investigation is completed.
- 13.05 Records of formal disciplinary action (written warning, disciplinary suspensions) will, except as noted below, be removed from an employee's personnel file once eighteen (18) months have elapsed since the date of the last formal disciplinary action on the file.
- Formal disciplinary action, in this context, is any disciplinary action which is reduced in writing and given to the employee.
- Discipline involving suspensions for abuse or neglect will not be removed until thirty-six (36) months have elapsed since the date of the last formal disciplinary action on.

ARTICLE 14 - GRIEVANCE & ARBITRATION

- 14.01 Communication
- (a) Any notice or advice which the Employer or members of its administrative staff are required to give to the Union in respect of any matter referred to in this Article shall be sufficient if delivered to the Union Representative.
- (b) Any notice or advice which the Union is required to give to the Employer in respect of any matter referred to in this Article shall be sufficient if delivered to the General Manager or designate.
- (c) The hearing of grievances at any stage of the grievance procedure will be held with no loss of pay for a participating Employee.
- 14.02 Time Periods
- (a) For the purpose of this Article, "days" shall mean consecutive calendar days exclusive of Saturdays, Sundays and Named Holidays specified in Article 23.
- (b) The time limits for the grievance procedure may be extended if mutually agreed to in writing by the parties.
- 14.03 "Grievance" shall mean any difference arising out of an interpretation, application, or alleged violation of this Collective Agreement. A grievance may be:
- (a) An individual grievance shall be initiated at step 1 except in cases of suspension or termination which will commence at step 2; or
- (b) A group grievance which will commence at step 2; or

- (c) A policy grievance by the Union which will commence at step 2, or
- (d) An Employer grievance which will commence at step 2.

14.04

If a dispute arises between the Employer and an Employee and/or the Union regarding the interpretation, application or alleged violation of this Collective Agreement:

Discussion

It is the mutual desire of the parties hereto that complaints of employees will be reviewed as quickly as possible, and it is understood that an employee has no grievance until she has first given the immediate supervisor the opportunity to adjust the complaint. If an employee has a complaint, such complaint will be discussed with the immediate Supervisor within seven (7) days after the circumstances giving rise to the complaint have originated or occurred. Alternatively, if the immediate Supervisor is not available within the seven (7) day timeframe, the employee may direct their complaint with the General Manager/Manager on Duty. If the supervisor is unable to adjust a complaint to their mutual satisfaction within seven (7) days, the employee may proceed to Step 1 within the grievance procedure.

Step 1 - Grievance To the General Manager

If the issue is not resolved at the Discussion stage, , the Union may file a grievance submitted in writing to the General Manager or designate within seven (7) days of the discussions.. The grievance shall specify the Article(s) claimed to have been violated, the nature of the grievance and the redress sought. The General Manager or designate shall meet with the grievor and the Union Steward or Union Representative within seven (7) days of receipt of the grievance, and she shall issue her decision in writing to the grievor, with a copy to the Union, within seven (7) days of that meeting.

Step 2 - To Employee Services Designate

If the grievance is not resolved at step 1, the Union may submit the grievance in writing to the Employee Services Designate within seven (7) days of the receipt of the written decision of the General Manager or designate at step 1. The grievance shall specify the Article(s) claimed to have been violated, the nature of the grievance and the redress sought. The Employee Services Designate shall contact the Union Representative within seven (7) days of the submission of the grievance to Step 2 to schedule a meeting with the grievor and the Union Representative which will be held on a mutually agreeable time and date. The Employee Services Designate shall issue her decision in writing to the Union within seven (7) days of the date of the meeting

Mediation

- (a) Either party, with the agreement of the other party, may submit a grievance to grievance mediation at any time within seven (7) days after the Employer's decision has been rendered at the Step 2. Where the matter is so referred, the mediation process shall take place before the matter is referred to Arbitration.
- (b) Grievance mediation will commence within twenty-one (21) days of the grievance being submitted to mediation, or longer period as agreed by the parties.
- (c) No matter may be submitted to grievance mediation which has not been properly carried through the grievance procedure, provided that the parties may extend the time limits fixed in the grievance procedure.
- (d) The parties shall agree on a mediator.
- (e) Proceedings before the mediator shall be informal. Accordingly, the rules of evidence will not apply, no records of the meeting shall be made and legal counsel shall not be used by either party.
- (f) If possible, an agreed statement of facts will be provided to the mediator, and if possible, in advance of the grievance mediation conference.
- (g) The Mediator will have the authority to meet separately with either party.
- (h) If no settlement is reached within seven (7) days following the grievance mediation, the parties are free to submit the matter to arbitration in accordance with the provisions of the Collective Agreement. In the event that a grievance which has been mediated subsequently proceeds to arbitration, 'no person serving as the Mediator may serve as an Arbitrator. Nothing said or done by the Mediator may be referred to Arbitration.
- (i) The Union and the Employer will share the cost of the Mediator, if any

Step 3 - Arbitration

Failing settlement, either party may submit the matter to arbitration within seven (7) days after the reply in Step No.2 is given. If no written request for arbitration is received within such seven (7) day period, the grievance will be deemed to have been abandoned

The parties shall use a single arbitrator to decide unresolved grievances between them. The party submitting the grievance to arbitration shall advise the other party in writing of three (3) choices as to arbitrator. The recipient of the notice shall reply in writing as to the acceptance of one of the proposed Arbitrators or three (3) alternative choices as to the Sole Arbitrator. If the parties cannot agree to a Sole Arbitrator within twenty (20) days of the notice referring the matter to arbitration, then either party may request the Ministry of Labour for the Province of Alberta to appoint a Sole Arbitrator.

The cost of the arbitrator shall be shared equally by the Employer and the Union.

The arbitrator shall not have the jurisdiction to alter or change any of the provisions of this Agreement, nor to substitute any new provisions in lieu thereof, nor give any decision inconsistent with the terms and provisions of this Agreement, nor deal with any matter not dealt with in this Agreement. In a case where the penalty imposed by the Employer is at issue the Arbitrator may substitute or otherwise modify such penalty.

All reasonable arrangements will be made to permit the conferring parties to have access to the facility to view any disputed operations involved in the grievance.

No person may be appointed as an arbitrator who has been involved in an attempt to negotiate or settle the grievance.

No matter may be submitted to arbitration which has not been carried through all requisite steps of the grievance procedure.

The time limits contained in this Article are compulsory and binding upon both parties unless waived in advance by signed mutual agreement.

14.05

Policy and Group Grievances

In the event that a dispute of a general nature affecting more than one (1) Employee arises between the Employer and the Union regarding interpretation, application, or alleged violation of the Collective Agreement which cannot be resolved by discussion between the parties, the dispute becomes a policy grievance or a group grievance. Such grievance shall commence at step 2 of the grievance procedure. Either party may submit a grievance.

However, it is expressly understood that the provisions of this paragraph may not be used by the Union to institute a complaint or grievance directly affecting an employee which such employee could herself institute and the regular grievance procedure shall not thereby be by-passed.

It is understood that the Employer may file a Policy grievance with the Union under this clause.

14.06

Default

- (a) Should the Employee or the Union fail to comply with any time limits in the grievance procedure, the grievance will be considered conceded and shall be abandoned unless the parties have mutually agreed in writing to extend the time limits.
- (b) Should the Employer fail to comply with any time limits in the grievance procedure, the grievance shall automatically move to the next step on the day following the expiry of the particular time limit unless the parties have mutually agreed in writing to extend the time limits.

ARTICLE 15 - SENIORITY

15.01 For the purposes of this Agreement, seniority is defined as the number of hours paid since the date of last hire. Seniority lists shall show date of hire, and number of hours worked/paid.

15.02 Seniority List

The seniority list will be updated by the Employer on or before February 15th and August 15th of each calendar year. The Employer will post on the Union bulletin board the seniority list containing the name seniority and of each Employee from the most senior) to the least senior.

A copy of the seniority list will be provided to the Union following posting.

15.03 If an Employee does not notify the Employer that, in her view, the seniority list is inaccurate within four (4) weeks of such posting, the seniority list will be deemed by the parties to be accurate.

Should a difference arise regarding an Employee's seniority, the Employer will provide the Employee with the information necessary to establish accurate seniority

15.04 An Employee shall lose all seniority and shall be deemed to have terminated employment with the Employer if the Employee:

- (a) resigns or retires; or,
- (b) is discharged for cause and not reinstated; or,
- (c) overstates a leave of absence without written permission unless a reason satisfactory to the Employer is provided; such permission shall not be unreasonably denied; or,
- (d) fails to reply to a recall notice within three (3) days pursuant to Article 16 (Layoff and Recall) unless a reason satisfactory to the Employer is provided; or,
- (e) Is absent for three (3) consecutive shifts without notifying the Employer, the Employee shall be considered to have resigned unless a reason satisfactory to the Employer is provided; or,
- (f) Is laid off in excess of one (1) year and is not recalled to work pursuant to Article 16 (Layoff and Recall); or,
- (g) Is promoted to a position outside the Bargaining Unit and does not return to her position within three (3) months worked from the date of promotion.
- (h) Engages in gainful employment on a leave of absence or otherwise utilizes a leave of absence. including sick leave. for purposes other than those for which the leave was granted.

15.05 Casual Employees

Casual Employees seniority can only be used for the purposes of Article 31 (Appointments, Transfers and Vacancies) and 18.07 (Call-In Procedure).

ARTICLE 16 - LAYOFF & RECALL

- 16.01 A layoff shall be defined as a reduction in a Full time or Part time Employee's regularly scheduled hours.
- 16.02 The Employer and the Union recognize the value of meeting prior to a layoff. The purpose of this meeting is to discuss the process of how the layoff will take place, review the updated seniority list, and discuss other factors relevant to the layoff.
- 16.03 Notice of Layoff or Displacement
- (a) Full-time Employees and Part-time Employees:
- When, in the opinion of the Employer, it becomes necessary to eliminate a Part-time or Full-time position, or where the Employee will be displaced as a result of another Employee given notice of layoff, the Employer will give the Employee(s) at least fourteen (14) calendar days written notice of layoff. The written notice of layoff shall indicate the effective date of the layoff. Where such notice is not possible, the Employer will then pay the Employee(s) up to two (2) weeks pay in lieu thereof where such payment will be based on the individual Employee's regularly scheduled hours during the notice period.
- If the Employee's layoff does not commence on the exact date specified in the original notice of layoff and is not, in fact, laid off until after the originally specified date, no new notice of layoff is required and no pay in lieu thereof will be due.
- (b) Casual Employees:
- The Employer shall not be required to give advance notice of layoff or payment in lieu thereof to Casual Employees.
- 16.04 Employee Election of Option
- (a) The Employer will arrange to meet with the Employee who has been given notice of layoff and with a Union Representative. At that meeting, the Employee shall indicate her choice from one of the following options in response to the layoff.
- (i) To accept a vacant position within the bargaining unit, if one exists and subject to Article 31, for which she possesses the requisite job related skills, training, knowledge and other relevant attributes; or,
- (ii) To displace a less senior Employee for a position which she possesses the requisite job related skills, training, knowledge and other relevant attributes; or,
- (iii) To be placed onto the recall list for up to twelve (12) months from the effective date of layoff; or,
- (iv) To accept layoff pursuant to the notice given under clause 16.03.

- (b) At the meeting held under clause 16.04(a), the protocol for relief (call-in) hours of work shall be discussed with the Employee where she elects any of options (i), (ii) and (iii) under that same clause. This shall be subject to the operational needs of the facility as determined by the Employer.

16.05 Recall

- (a) All full-time, part-time and temporary vacancies shall be posted and filled in accordance with Article 31. Where there are no qualified applicants for a job posting, the most senior Employee on layoff who elected option (iii) under clause 16.04(a) and who possesses the requisite job related skills, training, knowledge and other relevant attributes shall be offered the position (notice of recall).
- (b) The Employer shall give notice of recall by telephone at the Employee's last home and cellular telephone numbers on file with the Employer and if contact with the Employee is not accomplished, then by registered letter sent to the Employee's last mailing address on file with the Employer. When notice of recall is issued by double registered letter, the letter shall be deemed to be delivered five (5) calendar days from the date of mailing.
- (c) Within three (3) calendar days of delivery of the notice of recall, the Employee shall notify the Employer with one (1) of the following responses:
 - (i) That she will accept the position as offered and report for work as directed or on a date mutually agreed between the Employer and the Employee; or,
 - (ii) That she will not accept the position and wishes to remain on the recall list subject to clause 16.04(a) (iii); or,
 - (iii) That she does not intend to return to work with the Employer.

16.06 An Employee shall lose all seniority and shall be deemed to have resigned her employment with the Employer if the Employee does not return from layoff when notified to do so, or does not respond to notice of recall pursuant to clause 16.07, or on the expiry of twelve (12) months from the effective date of layoff, whichever first occurs.

16.07 Other than maintaining seniority as at the effective date of layoff, the rights and benefits arising under this Article, and grievance and arbitration rights, an Employee's rights while on layoff shall be limited to the right of recall.

16.08 The operation of this Article, including revisions to shift schedules arising out of layoff or displacement, shall not constitute a violation of the Collective Agreement.

16.09 No new external Full-time or Part-time Employees will be hired until all Employees on the recall list who possesses the requisite job related skills, training, knowledge and other relevant attributes for a position have been given the opportunity of recall.

- 16.10 An Employee on layoff shall be responsible for notifying the Employer of any change in her mailing address and/or home telephone number and/or cellular telephone number which may be used to contact her for purposes of recall and other matters related to layoff.

ARTICLE 17 - WAGES

- 17.01 The basic hourly rates of pay as set out in Schedule "A" shall be applicable to all Employees covered by this Collective Agreement.
- 17.02 Employees within their job classification will progress through the steps on the wage scales of Schedule 'A' on the basis of hours paid within the job classification.
- 17.03 Paydays shall be on a bi-weekly basis.
- 17.04 An Employee required by the Employer to replace another Employee in a job classification within the Bargaining Unit which is assigned a higher pay grade for one (1) shift or longer shall be paid at the basic hourly rate of pay of the higher job classification that provides her with an increase in her basic hourly rate of pay.
- 17.05 An Employee required by the Employer to temporarily replace another Employee in a job classification within the Bargaining Unit which is assigned a lower pay grade shall not have her basic hourly rate of pay adjusted.
- 17.06 In the event of an error on an Employee's pay, the correction will be made in the pay period following the date on which the error comes to the Employer's attention. If the error results in an Employee having been underpaid by one day's pay or more, the Employer will provide payment for the shortfall within three (3) business days from the date it is notified of the error.
- If an Employee is overpaid, the Employer will collect the overpayment after it has arranged a reasonable schedule of repayment with the Employee. The minimum bi-weekly repayment will be twenty-five (\$25.00).
- 17.07 Except where expressly authorized in this Collective Agreement, there shall be no pyramiding.
- 17.08 (a) For newly hired Licensed Practical Nurses only, where the Employee has experience working in the given job classification which is satisfactory to the Employer, the Employer will recognize such experience. Recognition of previous experience will be on the basis of one (1) annual increment for each one (1) full year of service up to the maximum of the wage scale of the applicable job classification. Part-time service shall be recognized on a pro-rata basis with one (1) full year of experience recognized in accordance with the hours required under the wage scale for Licensed Practical Nurses in the qualifying period.

- (b) For newly hired Health Care Aides only where the Employee has experience working in the given job classification which is satisfactory to the Employer, the Employer will recognize such experience provided not more than one year has elapsed since such experience was obtained. Recognition of previous experience will be on the basis of one (1) annual increment for each one (1) full year of service up to the maximum of the wage scale of the Health Care Aide job classification. Part-time service shall be recognized on a pro-rata basis with one (1) full year of experience recognized in accordance with the hours required under the wage scale for Health Care Aides in the qualifying period.
- (c) It shall be the responsibility of the newly hired Employee to provide to the Employer reasonable proof of recent related experience in order to be considered for recognition of previous experience prior to the offer of employment.

ARTICLE 18 - HOURS OF WORK

- 18.01 (a) The regular work shift for a Full-time Employee shall be as set out in the table below and shall be exclusive of an unpaid meal period.

Job Classification	Per Day (Full Shift)	Bi Weekly (Averaged over the Employee's Shift Rotation)
All classifications except	7.5	75.0
Health Care Aides, Care Aides, and LPNs	7.75	77.5

- (b) The regular work shift for a Part-time Employee and a Casual Employee shall be up to those hours specified in clause 18.01(a) for the applicable job classification and shall be exclusive of an unpaid meal period.

- 18.02 (a) Employees shall be granted one (1) fifteen (15) minute paid rest period in each half of a full shift as identified in clause 18.01(a).

- (b) (i) Employees shall receive a thirty (30) minute unpaid meal period for all shifts of five (5) hours or more.
- (ii) Notwithstanding that the meal period is excluded from an Employee's regular hours of work, if the Employer requires an Employee to be readily available for duty during her meal period, she shall be so advised in advance and shall be paid for that meal period at her basic hourly rate of pay.
- (c) An Employee shall be allowed to take her unpaid meal period uninterrupted by the Employer except in cases of emergency.
- (d) The actual times at which an Employee shall take her meal period and rest periods will be determined by the Employer. It is understood that the meal period and rest periods will not be combined.

- (e) An Employee who wishes to leave the Property at meal times shall inform her supervisor prior to leaving the property.
- 18.03 (a) Except in cases of emergency or by mutual agreement between the Union and the Employer, shift schedules shall provide for:
- (i) at least fifteen point five (15.5) hours off duty between shifts;
 - (ii) not more than six (6) consecutive scheduled days of work; and,
 - (iii) when possible, at least two (2) consecutive days of-rest.
- (b) Except by mutual agreement between the Employer and the Union, an Employee shall receive at least one (1) weekend off in three (3) averaged over one complete cycle of the shift schedule. A weekend shall be a Saturday and a Sunday. Named Holidays shall not be used as days off for the purpose of this Article.
- (c) Work schedules covering a six (6) week period will be posted two weeks in advance. Employee requests for specific days off must be submitted to the Department Head one (1) week in advance of posting. Employees will be notified as far in advance as practical of any changes in their posted work schedule but such changes will be kept to a minimum.
- (d) A shift shall be deemed to be entirely within the calendar day in which the majority of hours of that shift fall, regardless on what calendar day the shift commences.

18.04 Time-Off Requests

- (a) Except in extenuating circumstances, an Employee's request for time-off from scheduled hours of work shall be made in writing to the Employer at least seven (7) calendar days in advance of the date on which she wants time-off.

Approval of time-off requests shall be at the discretion of the Employer and shall be subject to the efficient operation of the Employer.

- 18.05 Those Employees working the night shift when the change from Daylight Savings Time to Standard Time occurs shall be paid their basic hourly rate of pay for all hours worked over the full shift. Employees working the night shift when the change from Standard Time to Daylight Savings Time occurs shall be paid their basic hourly rate of pay only for the hours worked.

- 18.06 If an Employee, who is scheduled to work, reports to work and is notified that no work is available, she shall be paid a minimum of three (3) hours at her basic hourly rate of pay whether required to remain at the property or to leave immediately.

18.07 Call-in Procedure

- (a) "Call In" shall mean the calling in to work at the Employer's request of an employee on an assigned day off as per the posted schedule.
- (b) All call-ins of shifts shall be by position in the department where the need arises at non overtime rates of pay.

- (c) The employer will ensure call-ins are offered to employees on the basis of seniority numerically down the seniority list until an available employee accepts the shift. When call in shifts are delivered via mass communication, the Employer will provide a 10 (ten) minute window for eligible employees to inform the Employer they would like to accept the shift.
- (d) Once an available employee has accepted, the employer will cease the search and the next call-in replacement shall begin with the employee following the individual who had accepted the previous call-in. This cycle shall continue for all subsequent call-in replacement searches.
- (e) Exclusion: The employer retains the right to abdicate from this process where:
 - (i) The call-in coverage is deemed by the employer to be an emergency (less than four (4) hours' notice) or;
 - (ii) The additional hours will entitle the employee taking the shift to be paid at overtime rates.
- (f) It is understood shifts may become available after posting the schedule. The shifts shall be filled by employees within the classification in the department first, subject to the employee's availability, in order of seniority, on a rotational basis.
- (g) The Employer shall bypass an Employee on the list who would be eligible for overtime premium if called in to work. Part time staff has regularly scheduled shifts. Their first commitment is to those shifts.
- (h) Part time employees shall not be scheduled to work any more than six (6) consecutive days in a row. Employees, who of their own accord exchange shifts with other employees and work more than 6 shifts in a row shall not be in violation of this agreement. Overtime will not be applicable as a result of employees exchanging or trading shifts.

18.08 This Article applies to Casual Employees except clauses 18.03(a)(i) and (iii), 18.03(b) and 18.03(c) shall have no application to Casual Employees unless she is occupies a temporary position.

18.09 Shift exchanges or Giveaways

In the event employees of their own accord and for their own personal convenience wish to exchange or giveaway shifts with another employee, the following conditions must be met:

- (a) Both employees must make the request in writing prior to the active pay period in which the shift exchange request falls in.
- (b) Employees must be from the same classification prior to offering the giveaway or exchange to any employee outside of the classification who has the skills and is qualified in the classification in which the shift is being offered.

- (c) Final approval must be obtained from the supervisor. Permission shall not be unreasonably denied.
- (d) Employer is not responsible for overtime claims or non-compliance with the above provisions as a result of the exchange being approved.
- (e) After the exchange is approved, the exchange is final. Employees will be limited to exchange or giveaway one shift per pay period.
- (f) Where the Employer permits Employees to exchange shifts, the Employer shall not be liable for non-compliance with the scheduling provisions of the Collective Agreement, including Articles 18 and 19, arising with the shift exchange.

18.10 Employees shall report for work in their work attire. An Employee shall obtain permission from her supervisor before leaving work prior to the normal quitting time.

18.11 Additional Care Service Provisions

The parties agree that the position of HCA (additional care) is flexible in the number of scheduled hours per shift. The number of hours needed may be adjusted with forty-eight (48) hours notice to employees in this position. The position is designed to provide assistance to residents with specific daily needs that are NOT included in the resident's agreement. It is recognized that employees already working on another shift will not incur overtime by taking on these extra hours on the same day if working in this capacity. Job postings for HCA (additional care) will be indicated as such and include a temporary notice due to flexible hour agreements.

18.12 The hours of work terms and conditions shall apply to extended shifts except where modified as follows:

- (a) The Employer may implement or cancel extended shifts according to the terms herein. The Employer and the Union recognize the value of meeting prior to the implementation or cancellation of extended shifts. The purpose of the meeting is to discuss how the process of implementation or cancellation will take place and any other factors related to the change. The Employer shall give thirty days notice of the implementation or cancellation of extended shifts.
- (b) For the purposes of extended shifts only, the following definitions will apply.
 - (i) "Full-time Employee" is one who is regularly scheduled to work 80.5 biweekly hours averaged over the Employee's shift rotation exclusive of unpaid meal periods.
 - (ii) "Part-time Employee" is one who is regularly scheduled to work less than 80.5 bi-weekly hours averaged over an Employee's shift rotation exclusive of unpaid meal periods.
 - (iii) "Extended Shift" will mean a daily shift of eleven point five (11.5) hours.

- (c) Provisions
- (i) There will be one unpaid meal periods of (45) minutes during the extended shift.
 - (ii) There will be two (2) paid rest periods of fifteen (15) minutes each during the extended shift.
 - (iii) Schedules will provide:
 - at least eleven point five (11.5) hours off between shifts;
 - at least two (2) consecutive days of rest;
 - at least twenty-two point five (22.5) hours off duty between shift change over between extended shifts; and,
 - at least one (1) weekend off in three (3) over an Employee's shift rotation.
- (d) Overtime is all hours authorized by the Employer and worked by the Employee in excess of eleven point five (11.5) hours in a day or more than Eighty point five (80.5) hours bi-weekly averaged over a shift rotation. Overtime as defined above will be paid at time overtime rates.
- (e) The annual vacation entitlement an Employee receives under the extended work day schedule will correspond exactly in hours to the vacation entitlement of a seven point seven five (7.75) hour schedule. All other matters pertaining to annual vacation will be pursuant to the Collective Agreement.
- (f) For Full-time Employees, the one (1) day off with pay or payment in lieu of Named Holidays referred to in Article 20 will be paid at 7.75 hours per Named Holiday, and in no instance will a Full-time Employee be paid in excess of 85.25 hours annually for such Named Holidays benefits

ARTICLE 19 - OVERTIME

- 19.01 Overtime is all time authorized by the Employer or the Employer-designated charge person and worked by an Employee in excess of full shift or the full biweekly hours as defined at clause 18.01 (a) averaged over an Employee's shift rotation.
- 19.02 Overtime Pay
Overtime pay shall be at time and one-half (1 ½x) the employee's straight time hourly rate of pay.
- 19.03 The Employer shall not reduce an Employee's regular hours of work to compensate for any overtime hours worked.
- 19.04 Where overtime of three (3) hours or more is required, the Employer shall provide a one-half (½) hour unpaid meal period at the Employee's option and shall provide a meal from the facility free of charge subject to availability.

- 19.05 Failure to provide eight (8) hours off duty between scheduled shifts as required in clause 18.03(a)(l) will result in payment of overtime for hours worked during the normal rest period.
- 19.06 Overtime shall be based upon the employee's regular rate of pay and there shall not be any duplicating or pyramiding of overtime under this agreement

ARTICLE 20 - PREMIUMS

20.01 Weekend Premium

- (a) A weekend premium shall be paid, in addition to her basic hourly rate of pay, of (\$1.75) per hour for all hours worked between 1500 hours Friday and 0700 hours Monday.

20.02 Shift Premium

- (a) A shift differential of (\$1.50) per hour shall be paid to Employees working a shift where the majority of the hours of the shift fall between fifteen hundred (1500) hours and twenty three hundred (2300) hours.

Effective two years from date of ratification, replace paragraph (a) above with the following paragraph amend \$1.50 to 1.75

- (b) For the job classifications of Licensed Practical Nurse, Care Aide, HCA Certified Aide and RN only, a shift differential (\$3.00) per hour shall be paid to Employees working a shift where the majority of the hours of the shift fall between twenty three hundred (2300) hours and zero seven hundred (0700) hours.

Effective two years from date of ratification, replace paragraph (a) above with the following paragraph amend 3.00 to \$3.50.

- 20.03 The premiums set out under Article 20 shall not be considered as part of the Employee's basic hourly rate of pay.

ARTICLE 21- TRAVEL ALLOWANCE

21.01 Travel Allowance

When an Employee is requested by the Employer and the Employee agrees to use his or her own automobile for the Employer's business after the normal travel to work and before traveling home from work, such Employee shall be paid at a rate of forty-four cents (\$0.44) per kilometer.

ARTICLE 22 - IN-SERVICE

- 22.01 When an employee is required by the Employer to attend mandatory meetings, attend mandatory in-service and other work related functions outside her regularly scheduled working hours, and the employee does attend same, she shall be paid for all time spent on such attendance at her regular straight time hourly rate of pay and such time shall not be counted towards the calculation of overtime.

ARTICLE 23 - NAMED HOLIDAYS

- 23.01 The following are Named Holidays recognized under this Collective Agreement.

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

- 23.02 Pay for Working on a Named Holiday

- (a) An Employee shall be paid for all hours worked on the Named Holiday at one and one-half times (1 ½x) her basic hourly rate of pay.

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

- (a) Work her scheduled shift immediately prior to and immediately following the Named Holiday except where the Employee is absent due to illness verified by a physician or other reasons acceptable to the Employer; and
- (b) Work on the Named Holiday when scheduled except where the Employee is absent due to illness verified by a physician or other reasons acceptable to the Employer.

- 23.04 Full-time Employee Named Holiday with Pay

- (a) A Full-time Employee who works on a Named Holiday shall also be entitled to an amount that is equal to their regular straight time daily pay.
- (b) When a Named Holiday falls on a day that would otherwise be a Full-time Employee's regularly scheduled day of rest, the Employee shall receive pay as outlined at clause 23.04(a).

- 23.05 Part-time Employee and Casual Employee Named Holiday Pay

In lieu of named holidays, in addition to her basic hourly rate of pay, a Part-time Employee and a Casual Employee shall be paid (4.2%) of her basic hourly rate of pay in each pay period.

- 23.06 When a Named Holiday falls during a Full-time Employee's vacation, by mutual agreement of the Employee and the Employer, such holiday may be added to the vacation period or paid pursuant to clause 23.04(a)
- 23.07 An Employee shall be scheduled so as to provide her with either Christmas Day or New Year's Day off unless otherwise requested.
- 23.08 There shall be no pyramiding of premium pay, overtime pay, sick leave and paid holiday leave.

ARTICLE 24 - VACATION

24.01 The vacation year shall be the period from January 1st to December 31st. Vacation entitlement will be earned during one vacation year to be taken in the first vacation year following.

24.02 (a) A Full-time Employee's vacation entitlement will be based upon her years of continuous service completed at December 31st.

Length of Service	Time Off	Vacation Pay
less than 1 year		4% of gross earnings
1 year but less than 3 years	2 weeks	4% of gross earnings
3 years but less than 6 years	3 weeks	6% of gross earnings
6 years but less than 14 years	4 weeks	8% of gross earnings
14 or more years	5 weeks	10% of gross earnings

Vacation pay shall be the applicable percentage times the Employee's gross earnings for the twelve (12) month period ending December 31st

24.03 Vacation Scheduling

- (a) Approval of vacation requests shall be at the discretion of the Employer and shall be subject to the efficient operation of the Employer.
- (b) Employees shall submit their vacation request(s) in writing.
- (c) Between August 1st and September 30th, Employees will submit their vacation request(s) for the coming (next)* vacation year. The Employer shall then respond in writing by October 31st. Vacation requests received within this time period shall be considered in descending order of seniority by job classification.

- (d) For vacation requests submitted after September 30th, the Employer shall respond in writing within fourteen (14) calendar days of receiving the Employee's vacation request. Vacation requests received after September 30th shall be considered on a first come, first served basis meaning that seniority shall not be a factor in the Employer's consideration. Further, vacation requests received after September 30th shall not displace approved vacation requests received prior to September 30th.
- (e) Further, in consideration of clause 23.08, in order to be able to schedule days off for Employees for Christmas Day or New Year's Day, vacation time will not normally be approved for the period from December 15th of one year to January 15th of the following year.
- (f) vacation entitlement shall be taken in time blocks of no less than one (1) week. Vacation of less than one week shall be by mutual agreement.
- (g) In extenuating circumstances and upon written request to the Employer prior to the end of the vacation year, one (1) week of vacation leave may be carried over from one vacation year to the next, provided the additional week is used before March 31st.

24.04 An Employee may not continue to work and draw vacation pay in lieu of taking her vacation.

24.05 Vacation pay for Part-time and Casual Employees will be paid on each pay day based on the applicable percentage at clause 24.02(a).

24.06 Vacation Pay on Resignation or Termination of Employment

An Employee who resigns or whose employment is terminated shall receive all vacation pay owing upon termination/resignation.

ARTICLE 25 - LEAVE OF ABSENCE

25.01 General Provisions Governing Leaves of Absence

The following provisions are applicable to all leaves of absence except where otherwise stated.

- (a) Application for a leave of absence shall be submitted in writing to the Employer as early as possible. The application shall indicate the start and end dates for the leave of absence and the reason(s) for the leave of absence.
- (b) Approval of leaves of absence shall be at the discretion of the Employer and shall be subject to the efficient operation of the Employer, but will not be unreasonably denied. The Employer shall respond in writing within fourteen (14) calendar days of the receiving an Employee's application for a leave of absence.
- (c) An Employee who neglects to return at the end of the approved leave of absence shall be subject to clause 15.05.

- (d) An Employee shall not work for gain during a leave of absence without the written consent of the Employer.
- (e) An Employee wishing to extend her leave of absence shall submit in writing to the Employer as early as possible in advance of the original end date of the leave of absence. The request for extension shall indicate the revised end date for the leave of absence. Approval of the extension of a leave of absence will be made pursuant to clause 25.01 (b).
- (f) During an unpaid leave of absence:
 - (i) An Employee shall not be entitled to Named Holiday pay. Without limiting the generality of the foregoing, for example, a Full-time Employee shall not be entitled to the holiday-in-lieu for a Named Holiday that falls within the unpaid leave of absence; and,
 - (ii) She shall not earn sick leave credits.
- (g) During an approved unpaid leave of absence, the Employer agrees to continue to pay the Employer's share of the monthly benefit plan premiums for the month in which the leave of absence commences.

Subject to the approval of the benefit plan carrier, an Employee may elect to continue her group benefit plan coverage during the leave of absence by notifying the Employer in writing of her request. If continued coverage is approved by the benefit plan carrier, the Employee must pre-pay the full monthly benefit plan premium prior to the first business day of each month during the leave of absence. Failure to make this payment shall result in cancellation of her coverage under the said group benefit plan during the leave of absence.

25.02

Bereavement Leave

- (a) Upon notification, an Employee shall be granted up to three (3) consecutive calendar days bereavement leave without loss of pay in the event of the death of the following relatives of the Employee.

spouse (including common-law and/or same sex relationship)

fiancé(e)

child

parent

step-child

brother

sister

legal guardian

grandparent

sister-in-law

brother-in-law
parent-in-law
son-in-law
daughter-in-law

- (b) In the event of the death of another relative or close friend and subject to the efficient operation of the Employer, the Employer shall grant up to one (1) working day off without pay to attend the funeral service.

25.03

Maternity and Parental Leave

- (a) An Employee who has completed six (6) months of continuous employment shall, upon written request, be granted up to fifteen (15) weeks of maternity leave and up to thirty-seven (37) weeks parental leave. Such leaves must be taken consecutively.
- (b) A pregnant Employee should apply for maternity leave as soon as possible prior to the Employee's expected date of delivery, but in any case, shall give the Employer at least twenty-eight (28) calendar days notice, in writing, of the date of which the Employee intends to commence maternity leave.
- (c) Maternity leave and parental leave shall be without pay and benefits, except for the portion of maternity leave during which the Employee has a valid health-related reason for being absent from work and is also in receipt of sick leave benefits, if any.
- (d) An Employee who is the parent of a newborn or newly adopted child and who has completed six (6) months of continuous employment shall, upon written request, be granted up to thirty-seven (37) weeks of parental leave.
- (e) An Employee shall provide twenty-eight (28) days notice, in writing, of the date of which the Employee intends to commence parental leave.
- (f) An Employee may commence parental leave in the case of adoption upon one (1) day's notice, provided that the request for such leave is made when the adoption has been approved and the Employer is kept informed of the progress of the adoption. An Employee otherwise requesting parental leave may commence parental leave upon one (1) day's notice provided the initial request for such leave was made in accordance with clause 25.03(e).
- (g) Parental leave may begin at any time after the birth or adoption of the child, but it must be completed within fifty-two (52) weeks of the date a child is born or an adopted child is placed with the parent.

- (h) An Employee on maternity or parental leave shall provide the Employer with at least twenty-eight (28) calendar days notice of her readiness to return to work, following which the Employer will reinstate her in the same or equivalent position at not less than the same step on Schedule 'A' and with the seniority that accrued to the Employee up to the date the leave of absence commenced.

25.05 Jury or Witness Duty

- (a) A leave of absence will be granted to an Employee who is:
 - (i) required by law to serve as a juror. or
 - (ii) for matters arising out of her employment with the Employer, is subpoenaed as a witness in a court of law.

The Employee shall notify the Employer as soon as possible after she receives notice of jury duty or to appear as a court witness. The Employer may require the Employee to provide proof of being summoned to jury duty or to appear as a court witness.

- (b) Leave of absence for jury or witness duty will be without pay.

25.06 Compassionate Care Leave

- (a) An Employee with an immediate family member in the end-stage of life shall be entitled to leave of absence without pay and benefits for a period up to six (6) months.

Immediate family member shall mean mother, father, spouse including fiancé(e), or child in accordance with the compassionate care benefit under Employment Insurance legislation.

- (b) Employees may be required to submit to the Employer satisfactory proof demonstrating the need for compassionate care leave.
- (c) Approval of compassionate care leave shall be subject to the Employee fulfilling the eligibility requirements of the Employment Insurance regulations for such leave of absence.

25.07 Casual Employees

This Article will have no application to Casual Employees except that clauses 25.02 (bereavement leave), 25.04 (education leave) and 25.05 (jury or witness duty) shall apply to Casual Employees awarded a temporary position of more than three (3) months.

ARTICLE 26 - SICK LEAVE

- 26.01 Sick leave credits are earned for the sole purpose of protecting Employees against loss of income, subject to the parameters of this Article, during absences due to illness or accident for which compensation is not payable under the Workers' Compensation Act and which prevents an Employee from performing their essential job requirements. Illness covered under this Article includes the health-related portion of maternity leave.

- 26.02 Full and Part-time Employees who have completed their probationary period shall accumulate sick leave credits at the rate of 7.5 hours sick leave credits per 162.5 hours worked to a maximum of eight (8) days per year. However, an Employee shall not be entitled to apply sick leave credits prior to the completion of her probationary period. Employees shall cease to accrue sick leave while on unpaid leaves of absence or layoff.
- 26.03 (a) Employees reporting sick shall advise the Employer as soon as possible and regularly thereafter as required by the Employer.
- (b) Any Employee absenting herself on account of personal illness must notify the Employer on the first day of illness before the time she would normally report for duty.
- (c) Failure to give adequate notice, unless such failure is unavoidable, may result in loss of sick leave benefits for that day of absence.
- 26.04 An Employee granted sick leave shall be paid for the period of such leave at her basic hourly rate of pay and the time thus paid shall be deducted from her accumulated sick leave credits up to a total amount of the Employee's accumulated credits at the time sick leave commenced.
- 26.05 It is understood that a medical doctor's certificate may be requested by the Employer for any periods of absence. When a medical doctor's certificate is required, the Employee will be notified prior to or during her absence from work that a medical doctor's certificate will be required upon the Employee's return to work.
- 26.06 When an Employee has accrued the maximum sick leave credits of eight days per year, she shall no longer accrue sick leave credits for the remainder of that year.
- 26.07 An Employee who has exhausted her sick leave credits during the course of an illness or injury and the illness or injury continues may be granted a leave of absence without pay and benefits from the Employer. The Employer shall not deny such leave if the denial is contrary to the applicable legislation and the Employee shall, in the pursuit of such request for such leave of absence, comply with applicable legislation.
- 26.08 (a) During her absence due to sick leave, the Employee will notify the Employer of her intention to and fitness for return to work as far in advance as possible.
- The Employer, after being notified that the Employee wishes to return to work, may choose to require medical evidence of fitness. Subject to such medical evidence, the Employee will be scheduled to return to work in accordance with those shifts which the Employee would have been otherwise regularly scheduled as per her position.
- (b) In order to comply with this provision, the Employer has the discretion to revise the posted shift schedule for Employees who are scheduled as replacements for Employees who are absent.

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

- (i) is not capable of resuming work pursuant to clause 26.08(a); or
- (ii) for whom, after a reasonable effort having been made, alternate employment is not available,

it may be deemed that the employment relationship has terminated, provided that such termination is not contrary to any right conferred under this Collective Agreement or any law of Canada or Alberta.

26.09 Employees shall make every reasonable effort to schedule their medical appointments outside scheduled hours of work but should that not be possible, provided that she has been given prior authorization by the Employer, sick leave credits may be used for the time required for the appointment.

26.10 Upon request, but not more frequently than once per year, the Employer shall advise an Employee of her accrued sick leave credits.

26.11 When an Employee who resigned from employment at an A.U.P.E. certified Seasons Site is hired by the Employer within thirty (30) days of her resignation, the Employer will recognize her accrued and unused sick leave credits from that Seasons Site as at the date of her resignation.

26.12 Sick leave benefits shall not be granted for any illness or injury which is incurred by an Employee during her vacation, however, sick leave benefits shall be granted after the expiry of the Employee's vacation provided the illness or injury continues beyond the vacation period. Notwithstanding the foregoing, should an Employee demonstrate to the satisfaction of the Employer that she was admitted to a hospital as an in-patient during her vacation, she shall be granted sick leave benefits for the period of the stay in hospital, subject to the provisions of clause 26.05. Vacation time not taken as a result of such stay in hospital shall be rescheduled at a mutually agreed time.

26.13 An Employee whose status has changed due to layoff from Regular Employee to a Casual Employee, with the same Employer, shall have her sick leave credits suspended, and should she return to regular employment with the Employer, the accrued sick leave credits shall be reinstated.

26.14 Family Illness

If an Employee requires time off for the purpose of attending to a family illness, provided she has been given prior authorization by the Employer, such absence shall be charged against her accumulated sick leave to a maximum of three (3) days per calendar year. Employees may be required to submit satisfactory proof of such illness.

For clarification, "family" refers to immediate family: spouse, children, mother, father.

ARTICLE 27 - GROUP BENEFIT PLANS

- 27.01 Health and welfare benefits will continue as currently provided with a sharing of premiums at 50% Employer paid and 50% Employee paid. Benefits shall not be reduced during the term of this agreement For Part-time Employees to be eligible, the Employee must work a minimum of twenty four (24) hours weekly averaged over the Employee's shift rotation.
- 27.01 Full-time Employees who have completed their probationary period are eligible to participate (enroll) in any of the following group benefit plans. For Employees who choose to participate, the Employer agrees to contribute (pay) a share of the benefit plan premium set out above subject to their respective terms and conditions.
- 27.02 The Employer reserves the right to change benefit plan carrier(s). In the event the Employer elects to change benefit plan carrier(s), the Employer will notify the Union and the Employees.
- 27.03 The Employer's only obligation with respect to the group benefit plan(s) is to deduct and remit the benefit plan premiums. Further, the Employer is not the insurer and bears no liability whatsoever for decisions of the benefit plan carrier(s) with respect to claim(s) submitted by the Employee. Any problems with respect to the benefit plan carrier(s) acknowledging or honouring any claim(s) is a matter between the Employee and the applicable benefit plan carrier(s).

ARTICLE 28 - REGISTERED RETIREMENT SAVING PLAN

- 28.01 (a) The Employer agrees to implement an Employer-administered R.R.S.P. (the Plan) for full-time and part-time Employees who have completed their probationary period. Employee participation in the Plan will be on a voluntary basis.
- (b) An Employee's decision to participate or not shall be made once per year within the two (2) week period prior to July 1. A decision to participate or not shall be effective for the twelve (12) month period following July 1.
- (c) Participating Employees shall contribute up to two percent (2%) of her basic hourly rate of pay per hour worked into the Plan. For each participating Employee, the Employer will match the employee contributions up to a maximum of two percent (2%) of her basic hourly rate of pay per hour worked to the participating Employee's R.R.S.P. Amend 2% to three percent on January 1, 2018.
- 28.02 (a) Employees may choose to make additional voluntary contributions (AVC) to their own RRSP. Such AVC shall not be matched by the Employer
- (b) An Employee shall determine and notify the Employer in writing of the amount of her AVC. For purposes of the AVC, the AVC shall be set out as a flat amount deducted per pay period.

- (c) Employees may choose to make such AVC, or not, once per year within the two (2) week period prior to July 1.
- (d) It is understood and agreed that Employees are solely responsible for such AVC. If as a result of the Employee's decision regarding her AVC the Employee will be over-contributing pursuant to Canada Revenue Agency rules regarding RRSP the Employee shall bear the full responsibility of penalties repayments, income tax implications and the like and that the Employer shall not be responsible in any manner in respect of such penalties, repayments, income tax implications and the like.

28.03 Casual Employees shall not be eligible to participate in the RRSP Plan.

28.04 In the event that an Employee withdraws their RRSP funds from the Plan while still employed the Employee will not be permitted to participate in the Plan for one (1) Year from the date of such withdrawal. Both the Employee and the Employer contributions shall cease on the date the Employee elects to withdraw their accumulated contributions.

ARTICLE 29 - WORKERS' COMPENSATION

29.01 Workers' Compensation Board ("WCB") coverage will be provided by the Employer for Employees.

29.02 Employees shall not be paid sick leave benefits when they are absent from work and drawing Workers' Compensation. However, an Employee who has applied for Workers' Compensation and whose application is under consideration may apply for sick leave benefits under Article 25 provided the Employee meets eligibility requirements for sick leave and has sick leave credits available

29.03 An Employee who is in receipt of Workers' Compensation Benefits shall make arrangements to continue paying the Employee portion of benefit premiums for any benefit for which she was enrolled at time of injury subject to the terms of the benefit plans. The Employer shall also continue paying the Employer portion of benefit premiums for which she was enrolled at the time of injury.

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

29.05 An Employee who has been on WCB who is certified by the WCB to be fit to return to work on modified work shall advise the Employer immediately of her readiness to return to work.

29.06 The Employee shall keep the Employer advised as to the progress of her condition on an ongoing basis.

ARTICLE 30 - RESIGNATION

- 30.01 An Employee shall provide the Employer with fourteen (14) calendar days notice of her resignation from employment. An Employee shall not be granted vacation during the notice period unless vacation has been previously approved.
- 30.02 If the required notice of resignation is given, an Employee who voluntarily leaves the employ of the Employer shall receive the wages and vacation pay to which she is entitled on the pay day following her last day worked.

ARTICLE 31 -JOB CLASSIFICATIONS

- 32.01 Employees holding positions which fall within the Bargaining Unit shall be provided with a job description.
- 32.02 New job classifications properly included in this Collective Agreement may be established by the Employer during the term of the Collective Agreement. Basic hourly rates of pay for such new job classifications shall be negotiated with the Union. If negotiations fail to produce an agreement within sixty (60) calendar days of the date of written notice from the Employer to the Union regarding the new job classification, then the basic hourly rates of pay may be settled through arbitration in accordance with clause 14.04(d).

ARTICLE 32 - HEALTH CARE AIDE

- 33.01 An Employee newly hired into the job classification of Care Aide will be required to successfully complete the Health Care Aide certification, or its equivalent as determined by the Employer, within eighteen (18) months of her date of hire.

LETTER OF UNDERSTANDING
Between
SEASONS RETIREMENT COMMUNITIES (CAMROSE) LP
And
THE ALBERTA UNION OF PROVINCIAL EMPLOYEES
(on behalf of Local 047 Chapter 009)

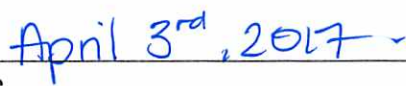
LOU #1 RE: LICENSED PRACTICAL NURSE PROFESSIONAL DEVELOPMENT


The Employer will provide to employees employed as in the LPN job classification "Licensed Practical Nurses (LPN) Professional Development Leave" for the sole purpose of professional development of the Employee's nursing (LPN) skills.

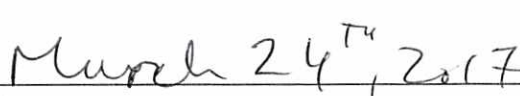
1. All full-time Employees required by the Employer to be registered as a Licensed Practical Nurse and who are on staff on January 1 of the given calendar year, upon request, shall be granted a maximum of three (3) professional development days in that same calendar year.
2. All part-time Employees required by the Employer to be registered as a Licensed Practical Nurse and who are on staff on January 1 of the given calendar year, upon request, shall be granted a maximum of two (2) professional development days in that same calendar year.
3. Qualified Employees who are hired after January 1 of the given calendar year or current employees who bid into a permanent full-time position (i.e., achieve a status change from part-time to full-time) shall be entitled to LPN Professional Development leave as follows; it must be noted that a current Employee bidding into a permanent full-time position shall be entitled only to the maximum LPN professional development leave as set out in 1 above.
 - (a) Hired or status change effective before July 1 of the calendar year, per 1 or 2 above as applicable.
 - (b) Hired or status change after June 30. for a full-time Employee, two (2) professional development days for the balance of the calendar year, and for a part-time Employee, one (1) professional development day for the balance of the calendar year.
4. One day of the LPN Professional Development leave shall be paid at the employee's basic hourly rate of pay.

5. Where this Letter of Understanding comes into effect after January 1, the benefits afforded under this Letter shall factor in the same benefit used under the preceding letter of understanding on the same provision such that the total benefit utilized by the Employee under both letters of understanding shall not exceed the maximum benefit permitted under this Letter of Understanding for the calendar year in which this Letter of Understanding comes into effect.


On behalf of the Employer


Date


On behalf of the Union


Date

LETTER OF UNDERSTANDING

Between

SEASONS RETIREMENT COMMUNITIES (CAMROSE) LP.

And

THE ALBERTA UNION OF PROVINCIAL EMPLOYEES

(on behalf of Local 047 Chapter 009)

LOU #2 RE: CONTRACTING OUT


The Employer agrees not to contract out work of the Bargaining Unit that would result in the layoff of a Full-time or Part-time member of the Bargaining Unit before 12/31/2019.



On behalf of the Employer

to April 03, 2017

Date



On behalf of the Union

March 24TH, 2017

Date

Wage Scale Year No. 1

POSITION	Step 1 Hours Start	Probationary 503.75	2 2,015	3 4,030	4 6,045	5 8,060	6 10,075	7 12,090
Cook	\$16.83	\$17.25	\$17.94	\$18.66	\$19.29	\$20.03		
Dietary Aid	\$14.79	\$15.16	\$15.74	\$16.33	\$16.95	\$17.60		
Housekeeping	\$14.79	\$15.16	\$15.74	\$16.33	\$16.95			
Recreation Aide	\$15.30	\$15.68	\$16.28	\$16.90	\$17.54			
Care Aid (Uncertified Heath Care Aid)	\$15.30	\$15.68						
HCA Certified	\$18.36	\$18.82	\$19.29	\$19.77	\$20.27	\$20.77	\$21.29	\$21.82
LPN	\$25.50	\$26.14	\$26.79	\$27.46	\$28.15	\$28.85	\$29.57	\$30.31
Maintenance	\$20.40	\$20.91	\$21.43	\$21.97	\$22.52	\$23.08	\$23.66	\$24.25
Maintenance Helper	\$16.32	\$16.73	\$17.15	\$17.57	\$18.01	\$18.46	\$18.93	\$19.40

Wage Scale Year No.2

POSITION	Step 1 Hours Start	Probationary 503.75	2 2,015	3 4,030	4 6,045	5 8,060	6 10,075	7 12,090
Cook	\$17.12	\$17.55	\$18.25	\$18.98	\$19.63	\$20.38		
Dietary Aid	\$15.05	\$15.43	\$16.01	\$16.62	\$17.25	\$17.91		
Housekeeping	\$15.05	\$15.43	\$16.01	\$16.62	\$17.25	\$17.91		
Recreation Aide	\$15.57	\$15.96	\$16.56	\$17.19	\$17.85	\$18.52		
Care Aid (Uncertified Heath Care Aid)	15.57	\$15.96						
HCA Certified	\$18.68	\$19.15	\$19.63	\$20.12	\$20.62	\$21.14	\$21.66	\$22.21
LPN	\$25.95	\$26.59	\$27.26	\$27.94	\$28.64	\$29.36	\$30.09	\$30.84
Maintenance	\$20.76	\$21.28	\$21.81	\$22.35	\$22.91	\$23.48	\$24.07	\$24.67
Maintenance Helper	\$16.61	\$17.02	\$17.45	\$17.88	\$18.33	\$18.79	\$19.26	\$19.74

Wage Scale Year No.3

POSITION	Step 1 Hours Start	Probationary 503.75	2 2,015	3 4,030	4 6,045	5 8,060	6 10,075	7 12,090
Cook	\$17.38	\$17.82	\$18.53	\$19.27	\$19.92	\$20.68		
Dietary Aid	\$15.27	\$15.66	\$16.25	\$16.87	\$17.51	\$18.18		
Housekeeping	\$15.27	\$15.66	\$16.25	\$16.87	\$17.51	\$18.18		
Recreation Aide	\$15.80	\$16.20	\$16.81	\$17.45	\$18.11	\$18.80		
Care Aid (Uncertified Heath Care Aid)	\$15.80	\$16.20						
HCA Certified	\$18.96	\$19.44	\$19.92	\$20.42	\$20.93	\$21.45	\$21.99	\$22.54
LPN	\$26.34	\$26.99	\$27.67	\$28.36	\$29.07	\$29.80	\$30.54	\$31.30
Maintenance	\$21.07	\$21.60	\$22.13	\$22.69	\$23.26	\$23.84	\$24.43	\$25.04
Maintenance Helper	\$16.85	\$17.28	\$17.71	\$18.15	\$18.60	\$19.07	\$19.55	\$20.03

Employees to be placed on the grid according to accumulated hours at date of ratification

Employees are who are currently paid over the maximum of the grid shall receive the percentage wage increase as a lump sum based on hours paid in the respective year. (2.0%, 1.75% and 1.5%)

Payments for lump sums to be paid to employees semi-annually.

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

Signed this 24th day of March, 2017.

ON BEHALF OF SEASONS RETIREMENT
COMMUNITIES (CAMROSE) LP


_____

WITNESS

ON BEHALF OF THE ALBERTA UNION
OF PROVINCIAL EMPLOYEES


_____

WITNESS