



COLLECTIVE AGREEMENT

BETWEEN

**CHARTWELL MASTER CARE
Emerald Hills Retirement Residence**

AND THE

**ALBERTA UNION OF PROVINCIAL EMPLOYEES
LOCAL 047 CHAPTER 059**

**EFFECTIVE:
MARCH 9TH, 2021 – MARCH 8TH, 2024**

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PREAMBLE AND PURPOSE

BETWEEN:

Chartwell Master Care (the Employer)
Emerald Hills Retirement Residence

and

The Alberta Union of Provincial Employees, (the Union)

Whereas the Labour Relations Code (“the Code”) applies to the Employer and the Union and since the Employer and the Union wish to enter into a collective agreement under the Code with provisions regarding rates of pay, hours of work and other terms and the settlement of differences arising from the collective agreement in a manner that is just and equitable, the Employer and the Union agree:

It is the mutual desire and intent of the Parties to:

- (1) To maintain and improve efficient and harmonious relations and settle conditions of employment between the Employer and the Union.
- (2) To recognize the mutual value of joint discussions and negotiations in all matters pertaining to working conditions.
- (3) To promote the morale, well being and security of all the employees in the bargaining unit of the Union.
- (4) It is the desire of the parties to provide quality and 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
DEFINITIONS

- 1.01 “Code” means Labour Relations Code as amended from time to time.
- 1.02 “Union” shall mean the Alberta Union of Provincial Employees (AUPE). In the event this name is changed, the subsequent name shall be recognized.
- 1.03 “Basic Rate of Pay” shall mean the incremental Step in the Wage Schedule that applies to the Employee, exclusive of premium(s) payments.
- 1.04 “Employee” means a person covered by this Agreement and employed by the Employer, in accordance with the following:
- (a) A Regular Full-time Employee is one who is regularly scheduled to work Full-time hours as defined in Article 20 - Hours of Work.
 - (b) A Regular Part-time Employee is one who is regularly scheduled to work less than Full-time hours.
 - (c) A “Casual Employee” is one who is called in to work on an irregular basis.
 - (d) “Temporary Employee” is one who is hired on a temporary basis for a full-time or part-time position:
 - (i) for a specific job of six (6) months or less.
- 1.05 The provisions of this Collective Agreement are intended to be gender neutral and gender inclusive. Words used in the singular may also apply in the plural.

- 1.06 "Worksite" means Emerald Hills Retirement Residence.
- 1.07 "Union Representative" means a representative from the Union authorized by the Union to act on behalf of the Employee. A "Union Representative" may be a Union Steward, Officer of AUPE or staff representative.
- "Union Steward" is a Union Representative. The names of Union Stewards shall be supplied in writing to the Employer before they are recognized as Union Stewards.
- 1.08 "Chapter" means Chapter 047/059 of AUPE.
- 1.09 "Bargaining Unit" means the unit of Employees as described on Labour Relations Board Certificate 1896-2021.
- 1.10 "Status" means Full-time, Part-time, Temporary or Casual as defined above.
- 1.11 "Classification" means the category of job as listed in the Wage Schedule and the pay scale established for it.
- 1.12 "FTE" means Full-time Equivalent and is the ratio of the scheduled hours of work to Full-time hours of work.
- 1.13 "Parties" mean the Union and the Employer.
- 1.14 "Position" means:
- (a) the Employee Status;
 - (b) the Classification; and
 - (c) "Full-time equivalency".
- 1.15 (a) The following are regulated health professionals, and who must hold a current practice permit pursuant to the Health Professions Act and Regulations:
- (i) Licensed Practical Nurse (LPN) which means a person who is registered as a licensed nurse pursuant to the Health Professions Act and Regulations.
- (b) The following are unregulated health professionals:
- (i) Health Care Aide (HCA)
- 1.16 "Regularly Scheduled Hours" means the hours set out in a Shift Pattern in fulfillment of the hours of work for the Position as set out in the applicable job posting.
- 1.17 "Shift" means daily scheduled hours of work, exclusive of overtime hours.
- 1.18 "Week" means a period of seven (7) consecutive days, and for payroll purposes, a Week begins on a Sunday.
- 1.19 "Employer" means Chartwell Master Care acting through its management personnel.
- 1.20 "Common-law spouse" is defined as a partner of the same or opposite sex with whom the Employee has cohabitated for no less than twelve (12) months;

ARTICLE 2

TERM, COPIES AND APPLICATION OF COLLECTIVE AGREEMENT

2.01 This agreement, including appendices hereto unless altered by mutual consent of both Parties, shall be in force and effect from March 9, 2021, until March 8, 2024, and from year to year thereafter unless amended or terminated. Notification of desire to amend or terminate may be given in writing by either Party to the other Party during the period between sixty (6) and one hundred and twenty (120) days prior to its expiration.

2.02 If, pursuant to such negotiations, an Agreement on the renewal or amendment of this Agreement is not reached prior to the current expiration date, this Agreement shall be automatically extended until conclusion of the new Agreement or completion of the proceedings prescribed under the Alberta Labour Relations Code.

2.03 The parties agree there will be no strikes or lockouts while this Collective Agreement is in effect.

2.04 Notice

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:
Director, Labour Relations (Western Canada)
Chartwell Retirement Residences
7070 Derrycrest Road
Mississauga, ON L5W 1G3

(b) In the case of the Union to:
The President
Alberta Union of Provincial Employees
10025 – 182 ST NW
Edmonton, AB T5S 0P7

2.05 Copies of the Collective Agreement

(a) The Employer and the Union will each pay one-half (1/2) of the cost of printing enough copies of this Agreement to provide each Employee with one (1) copy. A copy of the Collective Agreement shall be provided to each Employee on commencement of employment by the Employer or at the Union Orientation. The printing of the Collective Agreements will be processed at AUPE Headquarters.

(b) The final version of the Collective Agreement shall be electronic form and the parties shall be provided with a copy of the final version of the Collective Agreement.

2.06 Application of the Collective Agreement

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

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

ARTICLE 3
MANAGEMENT RIGHTS

3.01 Except where specifically modified by the terms of this Agreement, the Union acknowledges that all Management rights and prerogatives are vested exclusively with the Employer. The Employer has the exclusive right to manage and direct its operations and affairs in all respects. These rights and functions shall include, but are not limited to:

- (a) To maintain order and efficiency.
- (b) To hire-and re-hire employees and to discipline or discharge any employee for just cause subject to Article 12 - Grievance Procedure.
- (c) To determine and establish standards and procedures for the care, welfare, safety and comfort of the residents in the Facility, and to maintain order, discipline and efficiency and in connection therewith to establish and enforce rules and regulations, policies and practices from time to time to be observed by its employees and to alter such rules and regulations provided that such rules and regulations shall not be inconsistent with the provisions of this Agreement. Such rules will be made available to all employees and to the Union. The Employer reserves the right to introduce new rules from time to time, copies of which will also be made available to all employees and the Union.
- (d) To determine the number of employees to be employed, the extension, limitation, curtailment or cessation of operations or any part thereof and to determine and exercise all other functions and prerogatives which shall remain solely with the Employer except as specifically limited by the express provision of this Agreement.

ARTICLE 4
UNION SECURITY, RECOGNITION AND RIGHTS

4.01 Union Membership

All employees in the Bargaining Unit shall, as a condition of employment, maintain membership in good standing. All new hires shall, as a condition of employment, join the Union within thirty (30) calendar days of commencing employment and shall remain members in good standing.

4.02 No Discrimination for Union Activity

There shall be no discrimination against or intimidation of any employee for reasons of union membership or union activity, or for the exercise of rights provided for in this agreement, the Charter of Rights and Freedoms, or any law of Canada or Alberta.

4.03 Recognition

The Employer acknowledges that, when duly certified as the bargaining agent for Employees described in the certificate issued by the Alberta Labour Relations

Board, the Union has exclusive authority to bargain collectively on behalf of the Employees in the bargaining unit and to bind them by a collective agreement.

4.04 No Other Agreement

No employee covered by this agreement shall be required or permitted to make a written or oral agreement with the Employer or its representatives, which may conflict with the terms of this agreement.

4.05 Union Insignia

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

4.06 Bulletin Board Space

The Employer shall provide a bulletin board at the worksite to be placed in a reasonably accessible location upon which designated space shall be provided where the Union may post notices of meetings and other such information as may be of interest to Employees, where such content has been pre-approved by the General Manager. Such approval shall not be unreasonably withheld and shall be provided in a timely manner.

4.07 Worksite Access

- (a) The Employer may grant Union Representatives access to the premises for Union business subject to prior permission of the General Manager or designate. Access to the premises for Union business will not be unreasonably denied.
- (b) Union membership meetings may be held on Employer premises subject to the approval of the Employer. Access to the premises for Union membership meetings will not be unreasonably withheld.

ARTICLE 5
DUES DEDUCTION

5.01 Union Dues

The Union will advise the Employer of the union dues rate in the form of percentage multiplied by Base Earnings times hours worked, exclusive of overtime, premiums and differentials. The Union shall provide thirty (30) days' notice of changes to the dues rate which will be implemented by the Employer on the first pay period following the thirty (30) day notification. The Employer shall deduct from each Employee the amount of the union dues as calculated each pay period and remit same to the Union within thirty (30) days.

5.02 Monthly Dues Submission

Along with the remittance of dues, the Employer shall provide the Union with a computerized monthly list identifying each Employee. The list will include: Employee name, employee number, worksite, classification, date of hire, employee status (full-time, part-time, casual, temporary, on leave), hourly rate of pay, union dues deducted, and base earnings. A separate listing of newly hired employees shall also accompany the monthly dues submissions.

5.03 Seniority List

Twice annually in January and July or when Employees have been served notice of Layoff/Recall, the Employer shall provide the Union with a computerized list which will include: Employee name, employee number, seniority date, address, phone number(s), and email (if available).

5.04 Dues Indication on T4

The Employer shall indicated the dues deducted and enter the amount on the T-4 slip supplied to the Employee.

5.05 In consideration of the deducting of Union dues by the Employer, the Union agrees to indemnify and save harmless the Employer against any claims or liabilities arising or resulting from the operation of this Article.

ARTICLE 6
UNION REPRESENTATION

6.01 Union Representation

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

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

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

6.02 New Employee

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

6.03 Stewards

The Employer acknowledges the rights of the Union to appoint or otherwise select two (2) Union Stewards, and recognizes their authority to represent other Employees in the bargaining unit.

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

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

Permission to Leave Work

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

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

6.04 Assistance by AUPE Staff

The Chapter and its members shall have the right at any time to request the assistance of AUPE Staff Representatives

6.05 Union Representatives Leave

When it is necessary for a Union member to make a request for a leave of absence to perform the duties of any office of the Union, the application for leave must be made in writing to the General Manager or designate for approval. The application for leave will be made in writing with as much advance notice as possible, but not less than four (4) weeks notice. The Employer may consider requests with less than four (4) weeks notice.

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

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

6.06 Full-time Union Leave

One (1) Employee who is elected for a Full-time position with the Union shall be granted leave of absence without pay and without loss of seniority.

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

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

ARTICLE 7
WORKPLACE PRIVACY

7.01 Reasonable Expectation of Privacy

The Parties recognize that employees have a reasonable expectation of privacy within the workplace, subject to the rights and obligations of the Parties in the collective agreement and applicable legislation.

7.02 Surveillance Cameras

Surveillance cameras and related equipment may be installed by the Employer to protect critical areas of the Employer's premises from theft or to enhance the personal safety of residents and Employees. Surveillance cameras and related equipment shall not be used in employee-occupied areas during normal working hours without the knowledge of the Employees in the areas and of the Union.

ARTICLE 8
EMPLOYER – UNION RELATIONS

8.01 Employer Union Relationship

The Employer and the Union agree that in the exercise of each of their rights and in the administration of this Agreement, they shall do so in good faith and in a fair and reasonable manner.

8.02 Employee Management Advisory Committee (EMAC)

It is the function of EMAC to consider matters of mutual concern affecting the relationship of the Employer to its Employees and to advise and make recommendations to the Employer and the Union with a view to resolving difficulties and promoting harmonious relations between the Employer and its Employees. Accordingly, the Committee shall have no authority to change, delete, or modify any terms of the Collective Agreement or to settle grievances.

8.03 An equal number of Union and Management representatives (but not more than 2 individuals from each party) shall meet at each worksite on a quarterly basis or as required if mutually agreed. Requests for a meeting will be made in writing at least one week prior to the proposed date and accompanied by a proposed agenda. Scheduling of meetings shall be subject to operational requirements.

8.04 Employee time in EMAC meetings shall be with pay at the Employer's expense at the basic rate of pay. Every effort shall be made to schedule such meetings during Employees' regular hours of work. Where the foregoing is not possible, Employees attending EMAC shall be paid for the length of the meeting.

8.05 The Employer or Union may invite staff or corporate representatives to make submissions or to assist EMAC in the consideration of any specific problem, but such persons shall not have the right to vote. Each party shall give the other reasonable advance notice of the anticipated presence of such experts or advisors.

ARTICLE 9
RESPECTFUL WORKPLACE – NO DISCRIMINATION OR HARASSMENT

- 9.01 The Employer, Union and Employees are committed to supporting an abuse and harassment free work environment that promotes trust, dignity and respect.
- 9.02 The Employer shall maintain current policies to provide a workplace free from harassment, abuse and discrimination. Should the Employer change, modify or remove such policies, the Union will be notified forthwith.
- 9.03 All Employees have a right to freedom from discrimination, bullying, harassment and abuse in the workplace by the Employer, agent of the Employer, residents or visitors, and between Employees on the basis of age, race, colour, creed, national origin, political or religious belief, gender, gender expression, gender identity, ancestry, place of origin, family status, source of income, sexual orientation, marital status, physical disability, mental disability nor by reason of membership or activity in the Union nor in respect of an Employee's exercising any right conferred under this Agreement or any law of Canada or Alberta.
- 9.04 Harassment means engaging in vexatious comment or conduct that is known, or ought reasonably to be known, to be unwelcome and includes harassment based on a ground of discrimination. It can involve words or actions that are known or perceived as being offensive, embarrassing, humiliating, demeaning or unwelcome. Harassment also includes psychological or sexual harassment and workplace bullying or violence.
- 9.05 Complaint Process
When an incident of workplace harassment or discrimination is alleged, it shall be investigated in accordance with the Employer policy and Employees are required to cooperate with the investigation. Investigations will be conducted in an objective, timely and sensitive manner. Investigations will be concluded within thirty (30) days from the date, which the complaint was submitted to the Employer unless circumstances warrant an extension, which the Union will not unreasonably deny.
- 9.06 Employees who are complainants of or respondents to an allegation will be informed in writing of the investigation's conclusions and general outcome subject to applicable privacy legislation.
- 9.07 The Employer's investigation procedure will not limit an Employee's right to seek redress through any other available procedure including:
- (a) Grievance procedure; and
 - (b) Alberta Human Rights Commission

ARTICLE 10
HEALTH AND SAFETY

- 10.01 The Employer, the Employees and the Union will cooperate to the fullest extent in the matter of occupational health, safety, security and accident prevention. The Employer and the Union agree that work practices shall be governed by the Alberta Occupational Health and Safety Act, Regulations and Code.
- 10.02 Right to Refuse Dangerous Work
An Employee's rights shall be respected in accordance with the Occupational Health and Safety Act. No Employee shall be discharged, penalized or disciplined

for refusing to perform any dangerous work which the Employee has reasonable and probable grounds to believe presents a danger to the health and safety of any Resident, Employee, or member of the public.

10.03 Protective clothing and safety equipment shall be supplied by the Employer as required by the *Occupational Health & Safety Act*.

10.04 Joint Occupational Health and Safety (OHS) Committee

The Parties agree to establish a Joint OHS Committee, which shall consider issues relating to the health and safety of Employees. The responsibilities of the Joint OHS Committee include regular meetings; safety inspections; hazard identification, reporting, and controls, including working alone, and recommendations for improved workplace safety.

10.05 An equal number of Union and Management representatives shall meet at each worksite on a quarterly basis or as required if mutually agreed.

10.06 Employee time in Joint OHS Committee meetings shall be with pay at the Employer's expense at the basic rate of pay. Every effort shall be made to schedule such meetings during Employees' regular hours of work. Where the foregoing is not possible, Employees attending Joint OHS Committee meetings shall be paid for the length of the meeting.

ARTICLE 11
DISCIPLINE AND DISCHARGE

11.01 Except for the dismissal of a probationary employee or informal verbal counselling there shall be no discipline except for just cause.

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

Unsatisfactory performance and/or conduct by an Employee which is not considered by the Employer to be serious enough to warrant suspension of dismissal may result in a written warning to the Employee.

11.03 The Employee shall be informed by the Employer that they are being investigated with respect to an incident that may result in discipline and that they have the right to have a Union representative present if they so choose.

11.04 The Employee shall sign any written notice of discipline for the sole purpose of indicating that she is aware of the disciplinary notice.

11.05 Union Representation

Union representation shall be provided and the Employee shall be given reasonable advance notice of disciplinary meetings, not including informal verbal counseling, and disciplinary investigations. Such notice shall not be less than twenty-four (24) hours unless otherwise mutually agreed upon.

11.06 Copies of Disciplinary Notices

The affected Employee shall be provided a copy of any disciplinary notice. Copies of all disciplinary notices shall be forwarded to the Union within twenty-four (24) hours of being presented.

11.07 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.

11.08 Access to Employee Files

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

11.09 Removal of Disciplinary Documents

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

11.10 In the event that an Employee is reported to her licensing body by the Employer, the Employee shall be so advised and the Employer may provide a written copy to the Union.

11.11 Nothing in this Article prevents immediate suspension or dismissal for just cause.

ARTICLE 12
GRIEVANCE PROCEDURE

12.01 Informal Resolution

Every effort should be made to resolve problems through dialogue at the local level prior to going to grievance. The parties agree to ensure full explanation of issues during initial discussions at the local level.

It is the mutual desire of the parties hereto that Employee complaints shall be adjusted as equitably as possible, and it is understood that an Employee has no grievance until the Employee has first given their supervisor an opportunity to adjust the Employee's complaint.

12.02 Grievance Defined

A grievance shall be defined as any difference arising out of an interpretation, application, administration or alleged violation of this Collective Agreement. A grievance shall be categorized as follows:

12.03 Types of Grievances

(a) An individual grievance is a dispute affecting one (1) Employee. Such grievance shall be initiated by the Union at Step 1 of the grievance procedure as outlined in 12.09 except in cases of suspension or dismissal which will commence at Step 2; or

(b) A group grievance is a dispute affecting two (2) or more Employees. Such grievance shall be initiated by the Union at Step 2 and processed there from in the same manner as an individual grievance as outlined in 12.09 A group grievance shall apply proportionately, if applicable, to all Employees listed on the original grievance; or

(c) A Union policy grievance is defined as one that involves a question relating

to the interpretation, application or administration of this Agreement.

(d) An Employer grievance is defined as one that is initiated by the Employer.

12.04

Disclosure

The parties shall be required to provide full disclosure of all information available regarding the grievance at each step of the procedure.

12.05

Authorized Representatives

(a) An Employee when presenting a grievance may be assisted and represented by a Union Steward who may, at the request of an Employee, accompany or represent the Employee in the processing of a grievance with the Employer.

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.

(b) The Employer agrees that Union Representatives shall not be hindered, coerced or interfered with in any way in the performance of their functions while investigating disputes and attending meetings as provided in this Article. However, no representative shall leave work without authorization as per Article 6 - Union Representation. A Union Representative shall not suffer any loss of pay for time spent in the performance of duties involving a grievance provided that the representative does not leave the worksite.

(c) 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.

12.06

Timelines

For the purpose of this Article, periods of time referred to in days shall be consecutive calendar days exclusive of Saturdays, Sundays, and Named Holidays, which are specified in Article 20 Named Holidays.

(a) The time limits set out in the grievance procedure may be extended by mutual agreement between the parties.

(b) It is the desire of the Union and the Employer to resolve grievances in a manner that is just and equitable, and it is not the intention of either the Employer or the Union to evade settlement of disputes on a procedural technicality. However, notwithstanding the foregoing, it is clearly understood that time limits established herein are for the sake of procedural orderliness and are to be adhered to.

(c) Should either party fail to adhere to the time limits, the onus is on that party to show a justifiable reason for its failure to adhere to such limits.

12.07

Work Now, Grieve Later

During any and all grievances proceedings, Employees shall continue to perform their duties, except in cases of suspension or dismissal.

12.08 Suspension or Dismissal Grievances

A suspension or dismissal grievance shall commence at Step 2.

12.09 Grievance Procedure

(a) Step 1 - Complaint

Employees who have a complaint shall, within seven (7) days of the date they became aware or reasonably should have been aware of the event leading to the complaint, first discuss the matter with the manager and attempt to resolve the complaint at this stage.

The manager shall advise the Employee of the decision within three (3) days of discussing the matter.

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

(b) Step 2 –Written Grievance

Written grievances shall be submitted:

In the case of an individual grievance, within seven (7) days of the Employee receiving the manager's response to the complaint in Step 1; or

in the case of a group or policy grievance, within seven (7) days of the date any of the aggrieved parties became aware or reasonably should have been aware of the event leading to the grievance; or

in the case of an Employer grievance, within seven (7) days of the date any of the Employer became aware or reasonably should have been aware of the event leading to the grievance.

If the difference is not resolved at Step 1, a grievance shall be submitted by the Union, in writing, to the General Manager or designate indicating the Article claimed to have been violated, the nature of the grievance, and the redress sought within seven (7) days of the decision at Step 1 by the manager. The General Manager or designate shall meet with the Grievor and the Union Steward or Membership Services Officer (MSO) within five (5) days of receiving the written grievance. The General Manager or designate shall respond in writing to the grievance within five (5) days of the grievance meeting. If the grievance is not settled at this stage, it may be advanced to Step 3.

Employer grievances shall be submitted to the President of the Union or designate, who shall reply in writing within seven (7) days.

12.10 Voluntary Non-binding Mediation

(a) If the grievance proceeds to Mediation, one jointly selected mediator shall meet with the parties as soon as reasonably practicable and the mediator shall:

(i) investigate the dispute;

(ii) define the issue in dispute; and

(iii) make written recommendations to resolve the dispute.

(b) During the proceedings, the parties shall fully disclose all materials and information relating to the issue(s) in dispute. The proceedings shall be conducted with a view to settling the dispute, and, as such, are privileged.

- (c) The fees and expenses of the mediator shall be shared equally between the parties to the dispute.
- (d) If the grievance is not settled at this stage, either Party may decide to proceed to Arbitration.

12.12

Arbitration

If the final settlement of the grievance is not reached at Step 2 or through voluntary non-binding mediation, then the grievance may be referred in writing to arbitration within ten (10) calendar days after the decision is given under Step 2. If no such written request for arbitration is received within the time specified, then it shall be deemed to have been abandoned.

- (a) Either party wishing to submit a grievance to Arbitration shall, within ten (10) days of the receipt of the decision at Step 2 of the grievance procedure, or the conclusion of mediation if applicable, shall notify the other party in writing of its arbitration to do so and shall nominate an individual to serve as a sole arbitrator.
- (b) 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, the parties shall request the Department of Labour to appoint an arbitrator; or
- (c) By mutual agreement of the parties, a three person Arbitration Board, rather than a sole arbitrator may 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 two nominees shall, within fourteen (14) days, appoint a third person as the Chair of the Arbitration Board. If the two nominees fail to agree upon a Chair within the time limits, the Chair shall be appointed by the Minister of Labor for the Province of Alberta.
- (d) After a single arbitrator has been selected, or the Arbitration Board has been formed in accordance with the above procedure, they shall meet with the parties within twenty-one (21) days or as soon as reasonably practicable and hear such evidence as the parties may desire to present and assure a full, fair hearing, and shall render the decision in writing as soon as reasonably practicable.
- (e) The sole arbitrator or Arbitration Board shall hear and determine the grievance and shall issue an award in writing. The decision of the Arbitrator or majority of the Arbitration Board shall be final and binding upon the parties and upon the Employee(s) affected by it. When there is no majority decision, the decision of the Chair shall be the decision of the Board.
- (f) The sole arbitrator or Arbitration Board, by its decision, shall not alter, amend or change the provisions of this Collective Agreement.

ARTICLE 13
PROBATIONARY PERIOD

- 13.01 (a) A newly hired Employee must successfully complete a probationary period of six (6) months, or four hundred eighty (480) hours worked, whichever comes first.
- (b) The probationary period may be extended by an additional period of two hundred and fifty-six (256) hours worked, subject to mutual agreement by the Employer and the Union.
- (c) If during the probationary period, (including an extended probation period) the Employee may be terminated at any time, without notice or pay in lieu of notice, except as may be provided by the provisions of the Alberta Employment Standards Code.
- (d) The Employer shall provide a reason for the termination to the Employee, and the Employee shall not have recourse to the grievance procedure set out in this Collective Agreement.
- 13.02 The Employer shall provide a performance appraisal, in writing, of each probationary Employee at least once during their probationary period.
- 13.03 A probationary Employee who becomes the successful applicant for a different job classification is required to complete the remainder of the initial probationary period.

ARTICLE 14
SENIORITY

- 14.01 "Seniority" is defined as the length of continuous service within the worksite, including all periods of service as a Casual, Temporary, contiguous to present permanent employment.
- Seniority shall not apply during the probationary period, however, once the probationary period has been completed seniority shall be credited from the date established pursuant to this Article.
- 14.02 Employees will continue to accrue seniority during:
- (a) Sick leave
 - (b) Parental and maternity leave
 - (c) Leaves of absence with pay
 - (d) Bereavement Leave
 - (e) Court appearance
 - (f) Paid vacations
 - (g) Union business leaves
 - (h) Workers Compensation leave
- 14.03 Seniority shall have application to:
- (a) Preference of vacation time in accordance with Article 21 – Annual Vacation;
 - (b) Layoffs and recalls in accordance with Article 36 – Layoff and Recall;

- (c) Promotions, transfers, and in filling all vacancies within the bargaining unit in accordance with Article 15 – Job Postings;
- (d) the selection of available rotations by the Employer on a unit affected by a new master rotation that does not change or does change an Employee's Full Time Equivalency (FTE);
- (e) the distribution and allocation of available additional shifts (beyond scheduled shifts)/“pick up shifts” / available hours of work for part time and casual employees as specified in Article 20 – Hours of Work.

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

- (a) When an Employee resigns;
- (b) When an Employee is discharged and not reinstated, including through the grievance and arbitration procedure;
- (c) Upon the expiry of twelve (12) months following the date of initial layoff, if during which time the Employee has not been recalled to work;
- (d) If an Employee does not return to work when recalled, as provided in the Layoff and Recall Article;
- (e) An Employee transfers or accepts a position outside the bargaining unit;
- (f) An Employee is off the payroll due to a workplace accident or illness for more than twenty four (24) months, unless there is reasonable prospect for the Employee's return to work;
- (g) An employee is absent from work in excess of three scheduled working days without reasonable cause or without notifying the Employer;
- (h) An Employee fails to return to work upon the termination of an authorized leave of absence unless a reason acceptable to the Employer is given.

14.05 The Employer shall post an up-to-date seniority list in the worksite and send such list to the Union in January and July of each year or when Employees have been served notice of Layoff/Recall. In the event, that an Employee does not or is unable to challenge the position of their name on the seniority list within thirty (30) calendar days from the date of the posting of the list, they shall be required to wait until the posting of the next list to challenge their seniority date.

ARTICLE 15 JOB POSTINGS

15.01 All permanent vacancies or newly created classifications determined by the Employer to be filled shall be posted for one (1) week at one location in the Residence during which time employees may apply for the said position in writing on a form supplied by the Employer. A copy of all job postings shall be forwarded to a Union representative at the Residence.

Employees working at the Residence within the bargaining unit other than that for which the job is posted will be given preference over other outside applicants, but only Employees within the Residence in which the job is posted will be considered to have seniority for the purposes of this Article.

If no application is received from an employee of the Residence within one (1) week of the job posting, or if no employee qualifies for the vacancy within the trial

period as set forth in **15.06**, then the Employer may hire an employee from outside the bargaining unit.

15.02 Any notice posted pursuant to 15.01 above shall contain the following information: Qualifications, classification, rate of pay, department, approximate start date (if known), and initial assignment (day/evening/night).

15.03 Staff changes, transfers or promotions within the bargaining unit shall be based upon the following factors:

- (a) Seniority;
- (b) Skill, competency, ability, and experience.

Where the qualifications in factor (b) are relatively equal, then seniority shall govern.

15.04 Any temporary vacancy with an anticipated duration of six (6) weeks or more will be posted. The posting will include the anticipated duration. Employees working less than 30 hours per week shall be given the first opportunity to fill temporary vacancies subject to Article **15.03**. Nothing herein shall prevent the Employer from filling a temporary vacancy of up to six (6) weeks as the Employer may deem appropriate, with first preference given to employees within the bargaining unit.

15.05 The successful applicant shall receive a letter, confirming the appointment.

Upon request to the Department Head, the Employer will discuss with an unsuccessful internal applicant the manner in which the Employee may improve in order to be considered for any future vacancy.

15.06 In the event that an employee has been accepted to fill a permanent vacancy, then at anytime within the first one hundred and fifty (150) working hours after being assigned to such vacancy the employee may elect to revert to their old position. The trial period may be extended by mutual agreement, but in any case, not longer than an additional one hundred and twelve and one-half (112 ½) working hours.

The successful applicant shall be placed on trial for a period of one hundred and fifty (150) working hours. Conditional on satisfactory performance, any promotion or transfer made in accordance with this Article, shall become permanent after the period of one hundred and fifty (150) working hours. In the event the applicant proves unsatisfactory in the position during the aforementioned period, they shall be returned to their former position without loss of seniority.

15.07 (a) When an employee is the successful applicant for a different job classification with a higher rate of pay, the Employee will be paid the rate of pay for the new job classification that is next closest (but not lower) to the Employee's current rate of pay.

(b) Employees temporarily required to work in a different job classification, shall receive their current rate of pay or the rate of pay for the different job classification that is next closest (but not lower) to the Employee's current rate of pay, whichever is greater, for all hours worked in the different job classification.

(c) When an Employee is the successful applicant for a different classification with a lower rate of pay, the Employee's salary shall be adjusted immediately to the basic rate of pay that is next closest (but not higher than)

their current rate of pay.

15.08 An employee filing a temporary vacancy of six (6) weeks or longer duration shall not bid on any other temporary posting until the end of his/her temporary position, except as otherwise agreed by the Employer.

15.09 Temporary Employees

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

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

ARTICLE 16
CLASSIFICATIONS

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

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

16.03 New Classifications

(a) When the duties of a classification are significantly altered by an action of the Employer, or where a new classification is developed by the Employer, which may fall within the Bargaining Unit, the Employer shall give written notice to the Union of the new or altered classification and the proposed rate of pay for such classification within seven (7) calendar days of the action.

(b) The Union may contest the proposed rate of pay by sending written notice to the Employer. A notice to contest the rate of pay must be sent to the Employer not later than ten (10) calendar days from the date of the Employer's notice.

(c) The Parties shall attempt to resolve the rate of pay through negotiations. Should the two (2) Parties fail to reach an agreement through negotiations, the grievance procedure shall apply.

(d) The proposed rate of pay for the new or altered classification shall remain in effect until such time as it is amended as a result of negotiations or the resolution of the grievance regarding the proposed rate of pay. Such amended rate will be effective from the date of written notice from the Employer to the Union.

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

16.05 In the event that the Employer changes the classification allocation of the work being performed by a Regular Employee, to a classification with a lower basic rate of pay, such Employee, while employed in such position, shall continue to

receive their previous basic rate of pay until the basic rate of pay for the lower paid classification is equal to or greater than their previous basic rate of pay, or for a period four (4) months, whichever is earlier, at which time they will then receive the basic rate of pay for the classification to which the position is allocated.

ARTICLE 17
ORIENTATION

17.01 Employee Orientation

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

ARTICLE 18
IN-SERVICE AND PROFESSIONAL DEVELOPMENT

- 18.01
- (a) The parties to this Agreement recognize the value of continuing in-service education for Employees and that the responsibility for such continuing education lies with the Employer and the Employee. The term "in-service" includes acquisition and maintenance of essential skills and other programs, related to work with the Employer.
 - (b) Employees who, with the prior approval of the Employer, attend an in-service or development program (including e-learning) shall not suffer a loss of pay for such attendance.
 - (c) An Employee who is required to attend a training course or seminar, shall be paid at straight time for attendance at such a meeting.

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

ARTICLE 19
HOURS OF WORK

19.01

Hours of Work

- (a) The following is not a guarantee of hours per day, per week or on a biweekly basis.
- (b) Regular hours of work for Full-time Employees, except Licensed Practical Nurses, exclusive of meal periods shall be:
 - (i) Seven point five (7.5) hours per day;
 - (ii) Seventy-five (75) hours bi-weekly.
- (c) Regular hours of work, exclusive of meal breaks, for full-time Licensed Practical Nurses shall be:
 - (i) Eleven and a half (11.5) consecutive hours per day;
 - (ii) Eighty and a half (80.5) hours per two (2) week periods.
- (d) Regular hours of work shall be deemed to:
 - (i) Include, as scheduled by the Employer, two (2) paid rest periods of fifteen (15) minutes during each full working shift of seven and one half (7.5) hours; or
 - (ii) Include, as scheduled by the Employer, one (1) paid rest period of fifteen (15) minutes during each half shift of four (4) hours or more; and
 - (iii) Exclude, a meal period of thirty (30) minutes to be scheduled by the Employer, during each working day, on which the Employee works in excess of five (5) hours.
- (e) Employees who are required by the Employer to remain in the building following the conclusion of their shift to provide a report to their colleagues arriving on the subsequent shifts shall be paid an additional fifteen (15) minutes at the Employee's regular rate of pay. Such time will not constitute an extension of their normal shift and therefore will not result in overtime.
- (f) Unless an employee is directed by the General Manager or their immediate supervisor to work through their meal period or rest period, they are then expected to take all their designated breaks. Should an employee be directed to work through their meal period or rest period, the employee shall be given a full meal period or full rest period later in the shift. Where receiving a meal period or rest period is not possible, the Employee shall be paid for their meal period or rest period at one point five times (1.5x) the basic rate of pay.
- (g) On the date fixed by proclamation, in accordance with the Daylight Savings Time Act, of conversion to Mountain Standard Time, regular hours of work shall be extended to include the resultant additional hour with additional payment due therefore at the overtime rate. On the date fixed by said Act for the resumption of Daylight Savings Time, the resultant reduction of one (1) hour in the shift involved shall be effected with the appropriate deduction in regular earnings.
- (h) Employees who are required to remain in the building during their meal

period will be paid one half (1/2) hour straight time. Such time will not constitute an extension to their normal shift.

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

19.02

Work Schedules

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

19.03

Additional Hours of Work

- (a) Regular Part-time Employees shall have first preference for the available work. Regular Part-time Employees working extra hours under this arrangement will not be entitled to overtime on these hours unless they qualify under the Overtime provisions in this Article 27. In no case will the Employer be obliged to use a Regular Part-time Employee such that doing so would create an overtime situation.
- (b) A Regular Part-time Employee may submit in writing her willingness to pick up additional shifts. The Employer may schedule Part-time Employees, who have given their request in writing, for additional shifts with the consent of the Part-time Employee. Where there are available additional shifts the Employer shall distribute the additional shifts to Regular Employees first consistent with the principles of seniority (within the worksite) and on a rotational basis.
- (c) Opportunity to work additional hours of work shall be made available:
 - (i) First to Part-time Employees who are senior, available and have requested additional hours of work; and
 - (ii) then to Casual Employees based upon their availability form and on a fair rotational basis.

At the request of the Union or the Employer, the parties agree to meet to discuss the distribution of additional hours of work.

19.04

Shift Exchanges

- (a) Employees may exchange shifts with another regularly scheduled Employee provided that:
 - (i) The shift exchange is agreed to, in writing, between the affected employees of the same classification;
 - (ii) An Employee must submit a request in writing to their immediate supervisor not less than five (5) working days in advance of the scheduled shift, except in the case of emergency;

- (iii) Shift exchange request forms approved or denied will be returned to the Employee within two (2) business days, and approved exchanges will be recorded on the shift schedule;
 - (iv) The shifts exchanged will be within two (2) pay periods, unless otherwise mutually agreed;
 - (v) Once a shift exchange has been approved it will not be changed without mutual agreement between the Employer and Employees;
 - (vi) The shift exchange will not result in overtime or any additional cost to the Employer.
- (b) Such exchange shall not be deemed a violation of the scheduling provisions of this Article.
 - (c) There shall not be any permanent shift exchange arrangements.
 - (d) It is understood that shift exchanges are not intended and will not be approved where the employee is consistently exchanging the same shift(s) and therefore is not fulfilling the requirements of their position.

ARTICLE 20
OVERTIME

20.01

Overtime

- (a) Overtime is all time authorized by the Employer for all hours worked beyond the regular hours of work as defined in 20.01 (b).
- (b) The overtime rate of one and one half (1 1/2X) times the applicable basic rate of pay shall be paid for overtime hours worked.
- (c) No Employee may waive their entitlement to overtime.
- (d) Employees may request to receive time off in lieu of overtime at the straight time banked hourly rate. Any request to bank overtime must be made within the pay period in which it is earned. Such time off shall be taken at a time mutually agreed to by the employee and the Employer. If the banked time is not used by December 31st in any given year, the banked time shall be paid out, unless otherwise mutually agreed to carry forward the banked time into the next year.
- (e) When an Employee who is scheduled reports for work in a normal manner and is notified that no work is available, the Employee shall receive a minimum of three (3) hours of pay. The Employer may assign work to the Employee for the three (3) hours.
- (f) For the purposes of clarity, a full-time Employee who is required by the Employer to work on their scheduled day off shall receive overtime premium of one point five times (1.5x) their Basic Rate of Pay.

ARTICLE 21
NAMED HOLIDAYS

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

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

Subject to Clause 20.01, to qualify for a Named Holiday with pay the Employee must:

- (a) Work their scheduled shift immediately prior to and immediately following the holiday, except where the Employee is absent due to illness, or other reasons acceptable to the Employer; and
- (b) Work on the holiday when scheduled or required to do so.

21.02 An employee required by the employer to work on a Named Holiday shall be paid for all hours worked on a Named Holiday at one point five times (1.5x) their Basic Rate of Pay plus:

- (a) an alternate day off with pay at a mutually agreed time, or
- (b) failing mutual agreement within thirty (30) calendar days following the Named Holiday, the Employee shall receive payment for such day at their basic rate of pay.

21.03 When a Named Holiday falls on a day that would otherwise be a Regular Employee's regular scheduled day off, or during an Employee's vacation, the Employee shall receive either:

- (a) an alternate day off with pay at a mutually agreed time; or
- (b) failing mutual agreement within thirty (30) calendar days following the Named Holiday of the option to be applied, the Employee shall receive payment for such day at their Basic Rate of Pay.

21.04 Unless an Employee requests otherwise in writing, Employees shall be scheduled, so as to be given either Christmas Day or New Year's Day off.

21.05 Notwithstanding Articles 21.03 and 21.04, any remaining alternate days off not taken by December 31st of each year shall be paid out at the Employee's Basic Rates of Pay.

21.06 In lieu of Named Holidays, Part-time and Casual Employees will be paid four-point two three percent (4.23%) of the Basic Rate of Pay for hours worked in each bi-weekly period.

21.07 Overtime worked on a Named Holiday shall be paid at two times (2X) the Basic Rate of Pay.

ARTICLE 22
VACATION

22.01 Definition

For the purpose of this Article “Vacation” means vacation with pay.

22.02 Vacation Year

Vacations are not cumulative from year to year. Employees must take their full vacation entitlement during the applicable vacation year. Vacation cannot be waived, in order to draw double pay.

22.03 The vacation year will commence on January 1st and end on December 31st.

22.04 Vacation Entitlement

An Employee with less than a year of service prior to the first (1st) of January in any one (1) year shall be entitled to a vacation calculated on the number of months from the date of employment in proportion to which the number of months of the Employee’s service bears to twelve (12) months.

YEARS OF SERVICE	VACATION ENTITLEMENT
1 to 3 years	4% of gross earnings or 2 calendar weeks
4 to 8 years	6% of gross earnings or 3 calendar weeks
8 years or more	8% gross earnings or 4 calendar weeks

22.05 Cessation of Vacation Accrual

Notwithstanding Article 22.04, accrual of vacation pay will cease during a period of Employee absence in excess of thirty (30) calendar days, for any combination of the following reasons:

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

22.06 Vacation may be taken at any time in the vacation year, unless otherwise specified and not in conjunction with the previous year’s vacation. In the selection of dates, every effort will be made to be consistent with the necessities of the operation of the Employer to allow employees to exercise their choice in accordance with their seniority.

Part-time employees – 1950 hours of work = 1 year of service.

Vacations during December 15 to January 15 will be granted based on business needs. Such requests will be on a first come, first serve basis. In the event 2 or more employees apply at the same time, the deciding factor shall be first, who worked the previous year and if equal, and then seniority. The granting of

vacation at Christmas is based on the efficient operations of the Residence.

Upon request employees will be allowed to carry-over 5 days, which must be taken before April 30 of the following year.

22.07

Scheduling Vacation

The Employer will post by January 1 a vacation sheet in each department. Each employee employed in each unit/department should indicate prior to January 31st her/his preference for that vacation. Vacation request must be approved by the employer by February 28th, in the event of conflict, seniority shall govern.

22.08

Vacation Pay for Casual Employees

Casual Employees shall be paid earned vacation pay on each payday. Casual Employees earn vacation pay in accordance at the applicable percentage specified above applied to the Casual Employee's earnings in accordance with the Alberta *Employment Standards Code*.

22.09

Vacation Accrual upon Termination

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

ARTICLE 23
SICK LEAVE

23.01

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

23.02

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

23.03

An Employee granted Sick Leave shall be paid at their Basic Rate of Pay for regularly scheduled hours absent due to illness, and the number of hours paid shall be deducted from their accumulated Sick Leave credits up to the total amount of their accumulated credits at the time the Sick Leave commenced.

23.04

Proof of Illness

- (a) An Employee may be required to provide a doctor's note, as satisfactory proof of absence and illness for sick leave credits.
- (b) if the Employee requires a sick leave certificate in accordance with the collective agreement and the doctor charges the employee for such certificate, the Employer will pay up to twenty-five dollars (\$25.00) for the certificate.
- (c) The Employer will advise an Employee of their accumulated sick leave credits when requested.

23.05

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

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

ARTICLE 24
WORKERS COMPENSATION

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

24.02 An Employee who has been on Workers' Compensation in excess of thirty (30) calendar days and who is certified by the Workers' Compensation Board to be fit to return to work and who is capable of performing the duties of their former position, shall provide the Employer with one-week written notice of readiness to return to work. The Employer may accommodate return to work sooner than one (1) week where agreeable between the Employer, the Union and the Employee.

ARTICLE 25
LEAVES OF ABSENCE

25.01 General Conditions

- (a) Requests for a leave of absence, without pay or benefit of Employer Contributions will, where possible, be made in writing to the Site Administrator / Manager six (6) weeks in advance, except that in extenuating circumstances the time factor may be waived or reduced. The granting of leaves of absence is subject to the approval of the Employer. A Leave of Absence in extenuating circumstances will not be unreasonably denied. Except in exceptional circumstances, the Employer will reply, in writing, to a request for leave of absence within fourteen (14) days of receipt of the request.
- (b) Such leave may be extended with the written approval of the Employer in extenuating circumstances. Except in extenuating circumstances, an Employee who has been granted leave of absence and overstays the leave without permission of the Employer shall automatically terminate her employment with the Employer.
- (c) Employees shall not be entitled to Named Holidays with pay, which may fall during a period of leave of absence without pay. Vacation and sick leave credits shall not accrue during the leave of absence.
- (d) Employees granted leave may, at the discretion of the Employer, be required to use up accumulated vacation entitlement prior to returning to duty.
- (e) For the portion of maternity leave during which an Employee has a valid health related reason for being absent from work and who is in receipt of sick leave benefit plan premium payments shall be administered in the same fashion as an Employee absent due to illness.

- (f) Subject to the terms, conditions and limitations of the applicable plans, group insurance benefits shall be provided by the Employer for the first thirty (30) days after the leave begins. Employees will become responsible for the full cost of benefits if they wish the coverage to continue.
- (g) The Employee will be reinstated in the same or comparable position with earnings and other benefits equal to those received when the Leave began.

25.02

Maternity, Parental, Adoption Leave

(a) Maternity Leave

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

(b) Parental Leave

- (i) An employee who is a father and/or same sex partner who has completed ninety (90) days of continuous employment shall, upon his written request, be granted an unpaid leave of absence to commence fourteen (14) days prior to the delivery or such longer period as may be mutually agreed between the Employee and the Employer. Such leave shall be without pay and benefits and shall not exceed sixty-two (62) weeks.
- (ii) For birth mothers, maternity/parental leave entitlement may be a combination of sixteen (16) weeks of maternity leave followed by sixty-two (62) weeks of Parental Leave for a total of seventy-eight (78) weeks. Maternity Leave shall be without pay and benefits except for the portion of Maternity Leave during which the Employee has a valid health-related reason for being absent from work.
- (iii) The Employee must give at least four (4) week's written notice that she/he intends to return to/not return to work.

(c) Adoption Leave

- (i) An Employee who is an adoptive parent for any child under age 18 who has completed ninety (90) days of continuous employment with the Employer shall upon her written request, be granted leave without pay for up to sixty-two (62) weeks as necessary for the purpose of adopting a child.
- (ii) The Employee may commence adoption leave upon one (1) days' notice provided that application for such leave is made when the adoption has been approved and the Employer is kept informed of the progress of the adoption proceedings.
- (iii) The Employee must give at least four (4) week's written notice that she/he intends to return to/not return to work.

Parental/ Adoption Leave may be taken by one parent or shared between two parents but the total combined leave cannot exceed seventy-eight (78) weeks, unless extended by mutual agreement between the Employer and the Employee.

Parental/ Adoption Leave can begin at any time after the birth or adoption of the child but must be completed within seventy-eight (78) weeks of the date a baby is born, or an adopted child is placed with the parent.

25.03

Bereavement Leave

- (a) When a death occurs in the immediate family of an Employee, the Employee shall be granted Bereavement Leave for **three (3)** consecutive days without loss of income, commencing or ending with the day of the funeral, or other time frame as mutually agreed.
- (b) "Immediate family" shall mean: mother, father, step-parent, sister, brother, spouse, child, brother-in-law, sister-in-law, son-in-law, daughter-in-law, parents of spouse, grandchild, grandparent and grandparent-in-law
- (c) Bereavement Leave shall be extended by up to two (2) additional days with no loss of income if travel out of province is necessary for the purpose of attending the funeral. At the time of the Bereavement Leave notification, the Employer may request reasonable evidence of travel out of province.
- (d) In the event of a spring internment, an employee may request in writing to their manager to save one (1) of the days identified without loss of pay to attend the internment which shall be subject to approval of their manager.
- (e) Bereavement Leave with pay may be granted for one (1) day for the funeral/memorial service of a close friend or more distant relative than outlined in 25.03 (b) depending on the needs of the operation.

25.04

Domestic Violence Leave

- (a) An Employee who has completed ninety (90) days of employment and who has been subject to domestic violence may require time off from work to address the situation and shall be entitled to leave of absence without pay for a period of up to ten (10) days in a calendar year.

- (b) Alternatively, an Employee may access applicable leaves of absence or banks such as sick leave, personal leave, or witness duty leave.
- (c) Personal information concerning domestic violence will be kept confidential by the Employer.
- (d) When an Employee reports that they are experiencing domestic violence, the Employer will complete a hazard assessment and, where appropriate, may facilitate alternate work arrangements.
- (e) Employees may be required to submit satisfactory proof to the Employer demonstrating the need for domestic violence leave. Proof may be provided in the form of a copy of a court order, or documentation from a doctor, a family violence support service, a police officer, or lawyer.

25.05 Court Appearance

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

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

25.06 Employment Standards Leaves

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

ARTICLE 26
WAGES

26.01 Wages shall be paid in accordance with Appendix "A", attached to and made part of this Agreement.

26.02 Wages rates are effective on the dates specified in Appendix "A."

- 26.03
- (a) An Employee's Basic Rate of Pay will be advanced to the next higher Basic Rate of Pay upon completion of the hours worked in the respective classification in Appendix A.
 - (b) For clarity, hours counted towards an Employee's next increment include hours worked as follows:
 - (i) regular shifts;
 - (ii) relief or extra shifts;
 - (iii) paid education shifts;
 - (iv) paid Named Holidays and worked Named Holidays;

(v) paid Vacation days; and

(vi) all paid absences.

26.04 Paydays shall be on bi-weekly basis by direct deposit, into the Employee's account at a major banking institution of the Employee's choice. The Employee will receive a statement of earning with all deductions on the payday. In the event the Employer changes its payroll system or pay days, the Union and the Employees will be notified at least ninety (90) calendar days in advance of such change(s).

26.05 Overpayment

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

ARTICLE 27
SHIFT DIFFERENTIALS

27.01 Evening Shift Weekday Monday to Friday Premiums

Effective two (2) full pay periods following the effective date:

Evening Shift – LPN and HCA

A Shift Differential of two dollars and twenty-five cents (\$2.25) per hour shall be paid:

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

Evening Shift – all other employee classifications

A Shift Differential of seventy-five cents (\$0.75) per hour shall be paid:

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

27.02 Night Shift Weekday Monday to Friday Premiums

Effective two (2) full pay periods following the effective date:

Night Shift – LPN and HCA

A Shift Differential of two dollars and seventy-five cents (\$2.75) per hour shall be paid:

- (a) To Employees for each hour when the majority of hours are worked between twenty-three hundred (2300) hours to zero seven hundred (0700) hours; and

- (b) To Employees for all overtime hours when the majority of hours are worked within the period of twenty-three hundred (2300) hours to zero seven hundred (0700) hours.

Night Shift – all other employee classifications

A Shift Differential of one dollar (\$1.00) per hour shall be paid:

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

27.03 Weekend Premium

Effective two (2) full pay periods following the effective date:

Weekend Premium – LPN and HCA

An Employee shall be paid a Weekend Premium per hour for each hour worked between twenty- three hundred (2300) hours Friday and zero seven hundred (0700) hours Monday as follows:

- (a) Two dollars and twenty-five cents (\$2.25) per hour shall be paid: to Employees for each hour worked between seven hundred (0700) hours to fifteen hundred (1500) hours; and
- (b) Two dollars and fifty cents (\$2.50) per hour shall be paid: to Employees for each hour worked between fifteen hundred (1500) hours to twenty-three hundred (2300) hours; and
- (c) Three dollars (\$3.00) per hour shall be paid: to Employees for each hour worked between twenty-three hundred (2300) hours to zero seven hundred (0700) hours.

Weekend Premium – all other employee classifications

An Employee shall be paid a Weekend Premium per hour for each hour worked between twenty- three hundred (2300) hours Friday and zero seven hundred (0700) hours Monday as follows:

- (a) One dollar (\$1.00) per hour shall be paid: to Employees for each hour worked between seven hundred (0700) hours to fifteen hundred (1500). hours; and
- (b) One dollar and twenty-five cents (\$1.25) per hour shall be paid: to Employees for each hour worked between fifteen hundred (1500) hours to twenty-three hundred (2300) hours; and
- (c) One dollar and fifty cents (\$1.50) per hour shall be paid: to Employees for each hour worked between twenty-three hundred (2300) hours to zero seven hundred (0700) hours.

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

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

ARTICLE 28
HEALTH CARE BENEFITS

28.01 All Employees who are regularly scheduled to work thirty (30) hours per week or greater will be eligible to participate in Group Benefits Plan, provided they have completed the probationary period and the requisite waiting period.

28.02 Life Insurance

The Employer will continue a \$25,000 life insurance plan for each employee. The Employer will one hundred (100%) percent of the cost of this plan.

28.03 Health

The Employer agrees to pay one hundred percent (100%) of the billed premiums for eligible employees. Reimbursement for prescribed drugs covered by the plan will be based on the cost of the lowest cost interchangeable drug, unless there is a documented adverse reaction to the drug or unless the beneficiary's doctor stipulates that the generic drug is not an alternative, in which case the reimbursement will be for the prescribed drug. There is eighty percent (80%) co-insurance and a \$6.00 deductible per prescription.

28.04 Dental

The Employer will contribute one hundred percent (100%) on the billed premiums towards coverage for eligible Employees under a Dental plan. There shall be a co-insurance of eighty percent (80%) on Basic Services and fifty percent (50%) on Major to the prescribed maximums.

ARTICLE 29
CASUAL EMPLOYEES

29.01 All provisions of the Collective Agreement apply to Casual Employees subject to specific language in each Article or with the following exceptions and stipulations:

- (a) Article 6 – Union Representation (6.05 does not apply to Casual Employees)
- (b) Article 13 – Seniority
- (c) Article 16 – Probation Employee and Orientation
- (d) Article 17 – In-Service Programs and Professional Development (17.03 Professional Fees do not apply to Casual Employees)
- (e) Article 19– Hours of Work (19.03 and 19.04(a) do not apply to Casual Employees)
- (f) Article 21 – Annual Vacation (except 21.08 which does apply to Casual Employees)
- (g) Article 22 – Sick Leave
- (h) Article 24 – Leaves of Absence
- (i) Article 31 – Health Care Benefits
- (j) Article 36 – Layoff and Recall

ARTICLE 30
LAYOFF AND RECALL

30.01 Notice

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

Except in cases of emergency, the Employer shall provide Employees who are to be laid off at least fourteen (14) calendar days' notice, or shall grant pay in lieu thereof. The Union shall receive a copy of the notice of layoff forthwith.

30.02 Joint Discussions

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

30.03 Layoff Process

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

30.04 Recall

- (a) Employees on lay off shall be recalled in the order of their seniority for the job classification in the worksite, subject to Article 13 - Seniority.
- (b)
 - (i) The Employer shall notify the Employee of the date of return to work when recalled from layoff. The Employer may agree to an alternate date should the Employee request.
 - (ii) Employees on layoff are responsible for informing the Employer of any changes in address or telephone number, which may be used to contact the employee for recall.
- (c) In any event, should an Employee fail to return to work on the specified date, the Employee will forfeit any claim to re-employment.
- (d) Regular Employees on lay off may accept casual work without affecting their recall status and seniority standing upon recall. Such Employees shall be governed by the Collective Agreement provisions applicable to Casual Employees.

- (e) The Employer will not hire new Employees into a classification when others in that classification are on layoff subject to ability to do the work required.

30.05

Health and Insurance Benefits

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

DRAFT

Emerald Hills Edmonton					
	STEP	RATE OF PAY 2019	RATE OF PAY March 9, 2021	RATE OF PAY March 9, 2022	RATE OF PAY March 9, 2023
Receptionist	Start	\$16.30	\$16.54	\$16.87	\$17.17
	Probation 480	\$17.35	\$17.61	\$17.96	\$18.27
	Year 1 - 1950 hours	\$18.35	\$18.63	\$19.00	\$19.33
HCA	Start	\$19.40	\$19.69	\$20.08	\$20.43
	Probation 480	\$20.90	\$21.21	\$21.63	\$22.01
	Year 1 - 1950 hours	\$21.95	\$22.28	\$22.73	\$23.13
	Year 2 - 3900 hours	\$22.95	\$23.29	\$23.76	\$24.18
LPN	Start	\$26.50	\$26.90	\$27.44	\$27.92
	Probation 480	\$28.05	\$28.47	\$29.04	\$29.55
	Year 1 - 1950 hours	\$30.10	\$30.55	\$31.16	\$31.71
	Year 2 - 3900 hours	\$32.15	\$32.63	\$33.28	\$33.86
Cooks	Start	\$19.50	\$19.79	\$20.19	\$20.54
	Probation 480	\$20.50	\$20.81	\$21.23	\$21.60
	Year 1 - 1950 hours	\$21.00	\$21.32	\$21.75	\$22.13
Server	Start	\$15.80	\$16.04	\$16.36	\$16.65
	Probation 480	\$16.30	\$16.54	\$16.87	\$17.17
	Year 1 - 1950 hours	\$16.85	\$17.10	\$17.44	\$17.75
Dishwasher	Start	\$15.30	\$15.53	\$15.84	\$16.12
	Probation 480	\$15.55	\$15.78	\$16.10	\$16.38
	Year 1 - 1950 hours	\$15.80	\$16.04	\$16.36	\$16.65
Maintenance Aide	Start	\$21.00	\$21.32	\$21.75	\$22.13
	Probation 480	\$21.75	\$22.08	\$22.52	\$22.91
	Year 1 - 1950 hours	\$22.50	\$22.84	\$23.30	\$23.71
Activity Aide	Start	\$18.35	\$18.63	\$19.00	\$19.33
	Probation 480	\$19.65	\$19.94	\$20.34	\$20.70
	Year 1 - 1950 hours	\$21.40	\$21.72	\$22.15	\$22.54
Housekeeping	Start	\$16.50	\$16.75	\$17.09	\$17.39
	Probation 480	\$17.50	\$17.76	\$18.12	\$18.44
	Year 1 - 1950 hours	\$18.00	\$18.27	\$18.64	\$18.97

Retroactivity

Retroactive pay shall be paid to all current employees on the first pay period following sixty (60) days from the date of this Award. The date of the award Jan. 18, 2024. Date of certification March 9, 2021. Retroactive pay will be based on hours worked since the date of certification.

DRAFT

LETTER OF UNDERSTANDING #1

BETWEEN

CHARTWELL MASTER CARE LP

- and -

ALBERTA UNION OF PROVINCIAL EMPLOYEES
(The Union)

RE: Health Care Aides designated as Health Professionals

If the Government of Alberta institutes the regulation of the Health Care Aides (HCA) during the term of this collective agreement, the parties agree to meet within 60 days of the legislation coming into full force and effect to discuss the negotiation and application of the Articles of the Collective Agreement which may apply if HCAs are declared "health professionals".

On behalf of the Employer

On behalf of the Union

Date

Date

LETTER OF UNDERSTANDING #2

BETWEEN

CHARTWELL MASTER CARE LP

- and -

ALBERTA UNION OF PROVINCIAL EMPLOYEES
(The Union)

Re: Contracting Out

Where the Employer finds it necessary to transfer, assign, sub-contract or outsource any work or functions performed by Employees covered by this Agreement, the Employer shall notify the Union with as much notice as possible but in any event, not less than sixty (60) days in advance of such change and shall meet, discuss and consult with the Union about reasonable measures regarding the interests of affected Employees. This article does not apply to occasional use of staffing agencies to supplement staff if call in procedures as per 19.05 have failed to result in sufficient staffing levels being present.

On behalf of the Employer

On behalf of the Union

Date

Date

LETTER OF UNDERSTANDING #3

BETWEEN

CHARTWELL MASTER CARE LP

- and -

ALBERTA UNION OF PROVINCIAL EMPLOYEES

(The Union)

Re: Extending Vacation with an Unpaid Leave of Absence

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

On behalf of the Employer

On behalf of the Union

Date

Date

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

Signed this _____ day of _____, 2024.

ON BEHALF OF CHARTWELL MASTER CARE Emerald Hills Retirement Residence

Roisin Murphy

WITNESS

Scott Ridgeway

WITNESS

ON BEHALF OF THE ALBERTA UNION
OF PROVINCIAL EMPLOYEES

President

WITNESS