



Collective Agreement

Between

**Points West Living Stettler Inc.
at Cold Lake Inc.**

And

**Alberta Union of Provincial Employees
On Behalf of Local 047 Chapter 010**

Expiry: December 31, 2023

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PREAMBLE

Where it is the desire of all parties to this Agreement:

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

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

ARTICLE 1 TERM OF AGREEMENT

1.01 This collective agreement shall be in force and effect from January 1, 2023 to December 31, 2023 and from year to year thereafter unless amended or terminated. Notification of desire to amend or terminate may be given in writing by either party to the other party during the period between sixty (60) and one hundred and twenty (120) days prior to its expiration.

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

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

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

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

In the case of the Employer to:

The General Manager
PWL Cold Lake
512 25 Street
Cold Lake, AB T9M 0H1

and in the case of the Union to:

The President
Alberta Union of Provincial Employees
10025 – 182 Street NW
Edmonton, AB T5S 0P7

ARTICLE 2
DEFINITIONS

- 2.01 The word "Employee" or "Employees" shall mean the Employees referred to in this Agreement who are within the bargaining unit for whom the Union is recognized pursuant to Certificate Number 75-2015, issued in accordance with the *Alberta Labour Relations Code*.
- 2.02 "Arbitration" shall take meaning from the section of the *Code* dealing with the resolution of a difference.
- 2.03 "Union" shall mean the Alberta Union of Provincial Employees (AUPE). In the event of a change of name of the aforementioned Union, the subsequent name shall be recognized.
- 2.04 "Continuous Service" shall mean the period of employment commencing on the latest date of employment within the bargaining unit that is not interrupted by termination or dismissal.
- 2.05 "Full-time Employee" is one who is regularly scheduled to work seventy-five (75) hours, seventy-seven and one-half (77 ½) hours or eighty (80) hours (as applicable) biweekly and one who has served the required probationary period.
- 2.06 "A Part-time Employee" is one who has served the required probationary period and who is regularly scheduled to work less than seventy-five (75) hours, seventy-seven and one-half (77 ½) or eighty (80) hours (as applicable) bi-weekly.
- 2.07 A "Casual Employee" shall mean an Employee who;
- (a) is scheduled for a period of ninety (90) calendar days or less for a specific job, or
 - (b) relieves for absences the duration of which is ninety (90) calendar days or less, or
 - (c) works as and when required and is not regularly scheduled.
- 2.08 "Temporary Employee" is one who is hired on a temporary basis and who may work either full or part-time hours;
- (a) for a specific job of more than three (3) months duration, but less than twelve (12) months duration; or
 - (b) to replace a Full-time or Part-time Employee who is on an approved leave of absence for a period in excess of three (3) months;
 - (c) the Union will not unreasonably refuse a request for extensions when the approved leave of absence is for a longer period of time or when the leave is extended by the Employer.
- 2.09 The words "bi-weekly" shall mean the two calendar weeks constituting a pay period. A pay period commences on Sunday and ends on Saturday.
- 2.10 (a) "Employer" shall mean Points West Living – Stettler Inc..
- (b) "General Manager" shall mean the person, who is responsible for the day-to-day operation of Points West Living – Cold Lake Inc. In the absence of the General Manager, an appointed alternate shall be designated to act in their capacity.

- 2.11 "Basic Rate of Pay" means the applicable step in the pay range of the Employee's classification as set out in the Appendix "A" exclusive of any/all premium payments.
- 2.12 For the purpose of applying the terms of this Collective Agreement, time worked, shall be deemed to have been worked on the day on which the majority of hours of the shift fall.
- 2.13 In referencing individuals, the singular shall include the plural and vice-versa.
- 2.14 "Shift Cycle" means the period of time when the shift cycle repeats itself. In those instances where the schedule does not repeat itself, the term "Shift Cycle" shall be understood to mean a period of time not exceeding twelve (12) weeks.
- 2.15 "Shift" means a daily scheduled hours of work of not less than three (3) consecutive hours, excluding overtime hours.
- 2.16 "Shift Schedule" is the list of shifts that are required to be worked.
- 2.17 "Union Representative" means a representative from the Union authorized by the Union to act on behalf of an Employee.
- 2.18 "Union Steward" means an Employee in the bargaining unit who has completed the required AUPE courses and training necessary to be registered by the Union to provide labour relations representation to Members of the Union.
- 2.19 "Local" means Local 047 of AUPE.
- 2.20 "Chapter" means Chapter 010, which is a subset of AUPE Local 047.
- 2.21 "Bargaining Unit" shall mean the unit of Employees as described on the Labour Relations Board Certificate.
- 2.22 "Position" means the particular job the employee is assigned to fill.
- 2.23 "Classification" - refers to the current classifications in the bargaining unit that are listed in Schedule "A" of this agreement.
- 2.24 "FTE" means Full-time equivalent.
- 2.25 "Status" means (Full-time or Part-time) or Casual or Temporary Employee.
- 2.26 "Site" shall mean the entirety of Points West Living – Cold Lake Inc.
- 2.27 "Code" means the *Labour Relations Code of Alberta* as amended from time to time
- 2.28 "Licensed Practical Nurse" (LPN) means a person who is registered as a licensed nurse and who holds a current practice permit pursuant to the *Health Professions Act and Regulations*.
- 2.29 "Health Care Aide" (HCA) is an Employee who has successfully completed and holds a recognized certificate as a Health Care Aide or equivalent. Only Employees holding a recognized certification as a Health Care Aide, and who holds current registration with any required Provincial Registry shall be employed as a Health Care Aide.
- 2.30 "Workplace" shall mean Points West Living Cold Lake

ARTICLE 3
UNION RECOGNITION

- 3.01 The Employer recognizes the Alberta Union of Provincial Employees as the sole and exclusive collective bargaining agent on behalf of all Employees included in the Certificate 75-2015 issued by the Alberta Labour Relations Board.
- 3.02 No Employee shall be required or permitted to make any written or verbal agreement, which may be in conflict with the terms of this Collective Agreement.
- 3.03 The parties shall exchange lists of designated persons who may generate or receive correspondence arising out of the administration of the Collective Agreement. The lists shall be updated as changes occur.
- 3.04 It is understood that the excluded personnel, as part of their duties, have the right to occasionally do the work of Employees covered by this Agreement or for the purposes of instructing new Employees and for filling shifts if no Employee is available.
- 3.05 It shall be the responsibility of the Employee to keep the Employer informed of their current address, in case it is necessary to notify the Employee of any matter under this Agreement. Notices may be given personally or by registered mail addressed to the Employee at their last known address shown on the payroll system. Such notice shall be deemed to have been given on the date the notice was hand delivered or registered with the Postal Authorities.
- 3.06 (a) The Union agrees that it will not conduct Union business on the Employer premises without the Employer's prior approval.
- (b) The Employer shall grant Union Representatives access to its premises for Union business subject to the approval of the General Manager or their Designate.
- (c) Employees shall not conduct Union business on the Employer's premises without the Employer's prior approval.
- (d) The Union Representative (Membership Services Officer) shall notify the Employer in writing of the name of each Union Steward.
- 3.07 While acknowledging the responsibility of safety in the workplace, an Employee shall have the right to wear or personally display (ie mug, pen, lanyard) the recognized insignia of the Union. No Union insignia, slogans, or messaging shall be displayed on the Employer's equipment or property, other than the designated Union bulletin board.

ARTICLE 4
UNION BULLETIN BOARD AND LITERATURE

- 4.01 The Employer shall provide a bulletin board, which shall be placed in the Employee Lounge so that all Employees shall have access to it. It is not the intention of the Union to post anything objectionable or offensive. The Employer reserves the right to require that posted material objectionable to the Employer be removed, by the Union, from the bulletin board.
- 4.02 Union Literature
- Union literature, flyers, questionnaires, notices, etc. shall not be distributed at the work site or posted except on the bulletin board provided for the Union's use.

ARTICLE 5
MANAGEMENT RIGHTS

- 5.01 The Employer reserves all rights not restricted by this Collective Agreement, which constitutes the entire agreement between the parties.

ARTICLE 6
DUES DEDUCTIONS AND UNION BUSINESS

- 6.01 The union shall provide the Employer the mathematical equation to be used to arrive at the amounts of dues to be deducted from Employees' wages. Following receipt of this information the Employer agrees to deduct from the wages of Employees covered by this Collective Agreement, Union dues as determined by the Union. Such deductions shall be made each pay day and forwarded to the Union no later than the fifteenth (15th) day following the deduction.

- 6.02 Such deductions shall be accompanied by a list that shall indicate each Employee's name, along with the amount deducted and shall indicate newly hired and terminated Employees.

The remittance list shall specifying the following:

- (a) the Employee's name;
 - (b) home mailing address;
 - (c) personal email address (if provided to Employer)
 - (d) home telephone number (if provided to the Employer)
 - (e) personal cellphone number (if provided to Employer)
 - (f) classification and position;
 - (g) site;
 - (h) status (Full-time, Part-time, Temporary, Casual);
 - (i) hourly rate of pay and full-time equivalency [FTE];
 - (j) the amount of deduction for each Employee;
 - (k) the Employee's gross pay; and
 - (l) long-term absence status (where applicable).
- 6.03 The Employer agrees to show the total amount of Union dues on the Employee's T-4 slips.
- 6.04 (a) The Union shall advise the Employer in writing of any changes in the amount of dues to be deducted from the Employees covered by this Collective Agreement. Such notice shall be provided at least thirty (30) calendar days prior to the effective date of change.
- (b) The Union will save the Employer harmless from any claims that may arise from any action taken at the request of the Union.

- 6.05 The Employer agrees that, upon request, a member of the Chapter Executive or a Union Steward shall be given opportunity to make a twenty (20) minute presentation to newly hired Employees of the bargaining unit, for the purpose of advising the Employee of their rights and obligations under this Agreement. This presentation shall be at a time mutually agreed by the Employer and Chapter Executive (person) or Union Steward, within the first fifteen (15) worked days of the newly hired Employee's start date.
- 6.06 Employees shall have the right at any time to have the assistance of a Union Representative or Union Steward when dealing with the Employer on matters relating to labour relations issues, investigations, potential discipline or termination. The Parties agree that labour relations issues do not include regular supervisory and managerial action and /or meetings with an Employee to provide instruction, direction, coaching, work evaluations, and conducting informal discussions without Union representation.
- 6.07 No individual Employee or group of Employees shall undertake to represent the Union at meetings with the Employer without proper authorization of the Union. As provided in Clause 3.06(d), the Union will provide the Employer with a list of the members who will handle grievances or bargaining on any matter properly arising from time to time during the continuance of this Agreement. The Stewards will not leave their duties on Union business without first obtaining permission from the General Manager. Permission will not be unreasonably withheld. The Union shall notify the Employer in writing of the name of each Steward.
- 6.08 The Employer will provide a copy of all postings and notices of hire, as they occur, to the Union Representative (Membership Services Officer).

ARTICLE 7
RESPECTFUL WORKPLACE

- 7.01 The Employer, the Union and Employees are committed to a safe a respectful workplace where workplace violence, discrimination, bullying and harassment are not tolerated. The Parties agree that for the purposes of this agreement, the Employer's Policy and Procedure will be followed.

Harassment and bullying does not include normal supervision and discipline for just cause by a manager or supervisor exercising authority as part of their role.

Examples of reasonable management action may include decisions relating to an Employee Care Partners' responsibilities, workloads, deadlines, reorganizations, service instructions or feedback, work evaluation, performance management or disciplinary actions.
- 7.02 The Employer, the Employee and the Union agree to abide by the *Alberta Human Rights Act*.
- 7.03 The Parties acknowledge the benefit of informal discussion between Employees and their supervisor, and between the Union and the Employer, with the intent that problems and concerns be resolved without recourse to formal complaint or grievance process.

- 7.04 As part of the informal resolution, an Employee who has a complaint of workplace violence, discrimination, bullying or harassment has a responsibility to document the incident and advise the offender that their actions are unwanted and improper. If the Employee is uncomfortable or feels intimidated about confronting the offender, the Employee shall contact their immediate supervisor, manager or Union Representative for assistance.
- 7.05 When an Employee submits a complaint of workplace violence, discrimination, bullying or harassment, as the specifics indicate, the complaint will be investigated as soon as possible and in accordance with the Employer's Policy and Procedure. All Employees are required to cooperate with the investigation and maintain confidentiality.
- 7.06 If the investigation determines that workplace violence, discrimination, bullying or harassment, has occurred, the Employer may impose disciplinary action, up to and including termination.
- 7.07 If the investigation determines that the Employee acted in bad faith in making the complaint or workplace violence, discrimination, bullying or harassment, the Employer may impose disciplinary action, up to and including termination.
- 7.08 The Employer will not tolerate any form of retaliation against an Employee who, in good faith, makes a complaint of workplace violence, discrimination, bullying or harassment. Any alleged retaliation may be considered an act of workplace violence, discrimination, bullying or harassment and, therefore, subject to an investigation under the Employer's Policy and Procedure.
- 7.09 Clause 7.02 shall not apply with respect to a refusal, limitation, specification or preference based on a bona fide occupational requirement.
- 7.10 The Parties agree that neither Party should be required to defend itself in multiple forums. In the event that an Employee or either Party to this agreement files a complaint under any Alberta statute on the same or substantially the same facts and circumstances as those advanced under any grievance filed under this Article the grievance may not be referred to arbitration.

ARTICLE 8

CLASSIFICATIONS AND JOB DESCRIPTION

- 8.01 The Employer shall provide, upon hire, each new Employee with a copy of the job description applicable to their position. The document shall be signed and dated by both the Employee and the Employer. Upon any changes made to the job description, the affected Employee(s) shall read, sign and date the updated job description. Upon signing, the Employer shall then provide the Employee(s) a copy of the updated job description.
- 8.02 When amendments to job descriptions are made, the Union shall be provided a copy of the amended job description(s) within ten (10) days of the amended job description being implemented.

8.03 NEW CLASSIFICATIONS OR CHANGES IN CLASSIFICATION

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

ARTICLE 9
ENGLISH LANGUAGE WHILE WORKING

9.01 The Union and the Employer recognize the diversity of the workplace and the multi-cultural and linguistic composition of the workforce. Employees shall speak the English language while on Employer paid time, unless required otherwise for the care of the resident. However, while on unpaid time, Employees may speak any language provided they are not in the residents' rooms or the common or service areas of the site.

ARTICLE 10
HOURS OF WORK AND WORK SCHEDULES

10.01 REGULAR HOURS

- (a) Hours of work shall be either seven and one-half (7 ½) hours or seven and three quarter (7 ¾) hours or eight (8) hours per day as required exclusive of meal breaks and overtime. Shifts of shorter duration may be scheduled depending on the needs of the site; or
- (b) Thirty-seven and one-half (37 ½) or thirty-eight and three quarters (38 ¾) or forty (40) hours per week as applicable, averaged over one complete cycle of the shift schedule.
- (c) The bi-weekly work period shall consist of either seventy-five (75) hours or seventy-seven and one-half (77 ½) hours or eighty (80) hours as applicable.

10.02 REST PERIODS AND MEAL BREAKS

- (a) During each scheduled shift of five (5) hours or more, an Employee is entitled to one (1) unpaid meal break of one-half (½) hour.
- (b) If the Employer requires an Employee to be readily available for duty during their unpaid meal break, the Employee shall be so advised in advance and be paid for that meal period at the Employee's Basic Rate of Pay.
- (c) For each period of three hours worked, an Employee shall be entitled to a fifteen (15) minute paid rest break.
- (d) If the Employer requires an Employee to work during their meal break or rest period the Employee shall be given a full meal break or rest period later in the Employee's shift or where it is not possible to get their full meal break or rest break the Employee shall be paid at one and one-half (1 ½) times their basic rate for the length of the break.

10.03 SHIFT SCHEDULES

The shift schedules shall be posted on a notice board, at least twenty-one (21) days prior to the effective date of the schedule. Shift schedules shall be of at least a two (2) week duration. When a change is made in the shift schedule by the Employer, the Employee shall be informed and when the change is made with less than ten (10) calendar days' notice the Employee shall be paid at one and one-half (1 ½) times their basic rate of pay for the first shift of the changed schedule.

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

- (a) not less than eleven and a half (11 ½) hours off duty between shifts;
- (b) not more than ten (10) days worked in a fourteen (14) calendar day period;
- (c) not more than seven (7) days worked in a row without the mutual agreement of the Employee and the Union;
- (d) a maximum of thirty-seven and one-half (37 ½) or thirty-eight and three quarters (38 ¾) or forty (40) hours worked per week
- (e) not more than seven and one-half (7 ½) hours or seven and three quarters (7 ¾) hours or eight (8) hours per day unless otherwise agreed to by the Employee, the Employer and the Union;
- (f) two (2) days off per week;

The basic rate of pay will prevail for additional hours of work assigned to Part-time Employees beyond the Employee's scheduled FTE hours, unless the Employee becomes subject to the overtime provision.

- (g) Should any of the above not be followed, the Employees shall be entitled to overtime rates of pay, in accordance with Article 11 - Overtime.

ADDITIONAL SHIFTS

- 10.05
- (a) Part-time Employees who wish to be considered for additional hours, in the same classification, and who so indicate their availability in writing on a monthly basis to the Employer shall be given preference and first opportunity to work any additional hours. If all available shifts are not filled, then Casual Employees may be assigned shifts as equitably as possible. Employees who do not submit their availability in writing will not be offered the opportunity to work additional shifts for that particular month.
 - (b) Shifts that are known to be available prior to the posting of the schedule, or shifts that become available after the posting of the schedule that are not a short notice shift, shall be filled by Part-time Employees within the classification first. Subject to the Part-time Employee's written availability, in order of seniority, on a rotational basis. The Employer shall bypass a Part-time Employee on the list who would be eligible for overtime if scheduled to work an available shift.

- (c) When shifts become available on short notice after the posting of the schedule the Employer shall send a mass communication to all Part-time and Casual Employees, who have submitted their availability in writing. A time-limited response of fifteen (15) minutes is provided and all respondents will be considered. If no Part-Time Employees responds, the shift is awarded to the first Casual Employee who is contacted. The Employer shall bypass any Employee on the list who would be eligible for overtime if scheduled to work a short notice shift.
- (d) If after exhausting the process outlined in 10.05 (c) vacant shifts remain, the Employer shall call Part-time and Casual Employees who have submitted their availability in writing but who did not respond to the mass communication. If no Part-time Employee accepts, the shift is awarded to the first Casual Employee who is contacted and accepts. The Employer shall bypass any Employee on the list who would be eligible for overtime if scheduled to work a short notice shift.
- (e) The Employer may abdicate from the above process where hours or shifts became vacant with less than thirty-six (36) hours' notice.

10.06 The Basic Rate of Pay will prevail for Casual Employees provided:

- (a) the assignment is accepted;
- (b) the hours worked do not exceed seven and one-half (7 ½), seven and three quarters (7 ¾) or eight (8) hours per day based upon the classification;
- (c) the hours worked do not exceed seventy-five (75) or seventy-seven and one-half (77 ½) or eighty (80) hours over a period of fourteen (14) calendar days;
- (d) Casual Employees do not work in excess of seven (7) consecutive days without days off without the mutual agreement of the Employee and the Union;
- (e) Casual Employees do not work in excess of (10) days in a fourteen (14) day period; and
- (f) not less than twelve (12) hours off between shifts;

10.07 MINIMUM HOURS FOR A SHIFT

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

SHIFT EXCHANGE

10.08 Full-time and Part-time Employees may exchange shifts provided that:

- (a) the exchange is agreed to, in writing on the required form, between the affected Employees
- (b) the request is submitted to the General Manager at least forty-eight (48) hours in advance of the requested exchange
- (c) the prior approval of the General Manager, in writing on the required form, has been provided to the Employee. No shift exchange shall take place without the prior written approval of the General Manager.
- (d) if approved all parts of the exchange shall be completed with fourteen (14) calendar days

- (e) The shift exchange is recorded on the shift schedule
- (f) A shift exchange request shall not contain any part of the shift exchange that would result in overtime entitlement; no overtime payments shall be paid as part of a shift exchange. It is the responsibility of the Employees who are part of the shift exchange request to ensure the requested shift exchange does not result in any overtime entitlement.

10.09 CASUAL EMPLOYEES

To maintain eligibility to be offered shifts, Casual Employees shall provide their written availability to the General Manager or designate month by month at the beginning of each month. Failure to provide availability shall result in the Casual Employee not being offered shifts, and being "inactive". Two (2) months as an "inactive" or otherwise unavailable Casual Employee, except for illness or other reason acceptable to the Employer, shall result in the Casual Employee being processed as having resigned their position, and employment terminated.

10.10 On the date fixed by proclamation, in accordance with the *Daylight Savings Time Act*, of conversion to Mountain Standard Time, Employees who are required to work beyond their scheduled seven and one-half (7 ½) or seven and three-quarters (7 ¾) or eight (8) regular hours of work shall have their hours of work extended to include the resultant additional hour with additional payment due therefore at the applicable overtime rate. On the date fixed by said *Act* for the resumption of Daylight Savings Time, the resultant reduction (if any) of one (1) hour in the shift involved shall be affected with the appropriate deduction in regular earnings.

10.11 Refusal of three shifts, in a one-month period, where a Casual Employee has submitted their availability; except for illness or other reason acceptable to the Employer, the Casual Employee shall be processed as having resigned their position.

ARTICLE 11
OVERTIME

11.01 OVERTIME DEFINED

- (a) Overtime is all time authorized, in advance, by the General Manager in excess of seven and one-half (7 ½) hours or seven and three quarters (7 ¾) or eight (8) hours per day or seventy-five (75) or seventy-seven and a half (77 ½) or eighty (80) hours based upon the classification in a two week rotation period. The Employer shall not unreasonably deny authorization after the fact for overtime worked where it was impossible to obtain prior authorization from the General Manager or designate.
- (b) All authorized overtime shall be paid at the rate of one and one-half times (1 ½ X) the basic rate of pay for all authorized overtime hours that are worked.

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

11.03 Overtime may be accumulated to a maximum of forty (40) hours and taken off at a mutually agreeable time at the applicable premium rate. Time off not taken by March thirty-first (31st) in any given year shall be paid out.

ARTICLE 12
SHIFT DIFFERENTIAL

- 12.01 A shift differential of three dollars (\$3.00) per hour shall be paid to Employees working a shift where the majority of such shift falls within the period of fourteen hundred and thirty (1430) hours to twenty-two hundred and thirty (2230) hours or within the period fifteen hundred (1500) hours to twenty-three hundred (2300) hours as applicable.
- This shift differential shall be paid in addition to all overtime hours worked which fall within the period of fourteen hundred and thirty (1430) hours to twenty-two hundred and thirty (2330) hours or fifteen hundred (1500) hours to twenty-three hundred (2300) hours as applicable.
- 12.02 A shift differential four dollars (\$4.00) per hour shall be paid to Employees working a shift where the majority of such shift falls within the period of twenty-two hundred and thirty (2230) hours to zero six hundred and thirty (0630) hours or between the period of twenty-three hundred (2300) hours to zero seven hundred (0700) hours as applicable.
- This shift differential shall be paid in addition to all overtime hours worked which fall within the period of twenty-two hundred and thirty (2230) hours to zero six hundred and thirty (0630) hours or the period twenty-three hundred (2300) hours and zero seven hundred (0700) hours as applicable.
- 12.03 All premiums payable under this Article shall not be considered as part of the Employee's basic rate of pay.
- 12.04 Where applicable, an Employee shall be eligible to receive both shift differential and weekend premium.

ARTICLE 13
WEEKEND PREMIUM

- 13.01 A weekend premium of two dollars and fifty cents (\$2.50) per hour shall be paid to Employees working a shift wherein the majority of such shift falls within a sixty-four (64) hour period commencing at fifteen hundred (1500) hours on a Friday.
- The weekend premium shall be paid in addition to all overtime hours worked which fall within a sixty-four (64) hour period commencing at fifteen hundred (1500) hours on a Friday.
- 13.02 All premiums payable under this Article shall not be considered as part of the Employee's basic rate of pay.
- 13.03 Where applicable, an Employee shall be eligible to receive both shift differential and weekend premium.

ARTICLE 14
SENIORITY

- 14.01 A Full-time or Part-time Employee's "seniority date" shall be the date on which a Continuous Service commenced within the bargaining unit (including all periods of service prior to certification. Casual and Temporary Employees do not accrue seniority; at the point at which a Casual or Temporary Employee starts a Part-time or Full-time position, their seniority date is back-dated to include the periods of Casual or Temporary employment.

- 14.02 (a) Seniority shall be considered broken, all rights forfeited, and there shall be no obligation to rehire when:
- (i) the employment relationship is terminated by either the Employer or the Employee, or
 - (ii) eighteen (18) months has expired following lay-off; or
 - (iii) the Employee retires.
- (b) Seniority will not accrue:
- (i) thirty (30) days after being laid off;
 - (ii) with any unpaid medical leave of absence in excess of thirty (30) days; or
 - (iii) any unpaid leave in excess of thirty (30) days.

14.03 SAME SENIORITY DATES

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

14.04 SENIORITY LIST

- (a) The Employer will maintain a seniority and hours worked list, to be posted on the Bulletin Board at the site.
- (b) Such seniority lists will be updated and posted not less frequently than every six (6) months following the first (1st) of the month following the date of ratification, and will include an Employee's name, classification, full-time equivalent (FTE), seniority date and date of hire.
- (c) An up to date seniority list and a list of Employees on lay-off shall be sent to the Union in January of each year and when any Employee is served notice of lay-off, and such list shall indicate each Employee's classification.

ARTICLE 15
VEHICLE ALLOWANCE

- 15.01 An Employee who is requested to use their personal vehicle on Employer business will be compensated for mileage at a rate of fifty cents (\$0.50) per kilometer for such business.
- 15.02 If an Employee is required to use their personal vehicle on the Employer's business, the Employer shall reimburse the Employee for the incremental cost of "Occasional Business Use" coverage over what the Employee would have paid for their customary private use coverage upon submission of receipts.
- 15.03 When travel is completed, Employees should, in a timely fashion, submit completed "expense" claim forms to the Employer.

ARTICLE 16
JOB POSTING AND VACANCIES

- 16.01 Vacant positions to be filled will be posted in the site for ten (10) calendar days with a copy provided to the Chapter Chair. Each posting shall state the following information:
- (a) responsibilities
 - (b) qualifications
 - (c) basic rate of pay
 - (d) the full-time equivalent of the position, if applicable and hours of work as applicable.
 - (e) to whom applications should be submitted
 - (f) competition number; and closing date and time (e.g.: date 12.00PM)
- 16.02 If no internal applications are received from bargaining unit Employees by the completion of the posting period, the Employer may fill the vacancy at its discretion.
- 16.03 Until the vacancy is filled, the Employer may fill the vacancy, with Part-time or Casual Employees pursuant to Clause 2.06 and 2.07. If a position changes from temporary to permanent, or from Part-time to Full-time, such positions shall be posted in accordance with Clause 16.01.
- 16.04 Both parties recognize:
- (a) the principal of promotion within the service of the Employer;
 - (b) appointments will be based on qualifications, that is, job knowledge, related skills, experience, training, and education. Where the above are considered equal by the Employer, seniority shall be the determining factor for internal applicants.
 - (c) acceptable performance in the Employee's current position shall also be a determining factor;
 - (d) the qualifications for the posted position shall be consistent with the responsibilities specified in the job description.
- 16.05 In making appointments, as a result of posted vacancy, preferential consideration over outside applicants shall be given to Employees who possess the required qualifications needed to fill the position. In considering internal applicants, the Employer will use the following order of consideration:
- (a) Part-time and Full-Time Employees;
 - (b) next, laid off Part-time and Full-Time Employees;
 - (c) next, Temporary and Casual Employees ordered by date of hire. Temporary and Casual Employees hired for a Full-time or Part-time position shall have their seniority backdated to the original date of hire.
- 16.07 (a) The Employer shall confirm in writing to the Employee at the time of hire, the employment status, the classification, the Full-time equivalency (FTE) and the rate of pay for the position they is filling.

- (b) The Employer, if requested by the Employee, will discuss with the unsuccessful applicant ways in which they can improve their qualifications for future postings.
- (c) Within seven (7) days of the appointment to a vacant position, the name of the successful candidate will be posted on the Union Bulletin Board. The Chapter Chair shall be notified regarding the name of the successful candidate.

16.08 PROMOTIONS TO DIFFERENT CLASSIFICATIONS WITHIN THE BARGAINING UNIT

Successful applicants to different classifications within the bargaining unit shall serve a trial period of five hundred (500) worked hours. Conditional upon performance satisfactory to the Employer, such trial promotion shall become permanent. The Employer may appoint the applicant to the position prior to completion of the trial period. During this trial period, the Employee may choose to return or the Employer may return the Employee, if they proves to be unsatisfactory in the new position, to their former position and basic rate of pay without loss of seniority.

16.09 The foregoing provisions shall be waived and inoperative when placement of an Employee in a job within the bargaining unit is affected to accommodate a request by the Workers' Compensation Board to provide a period of rehabilitative work experience.

16.10 An Employee who applies for and is successful on a Temporary job posting shall maintain their status. A Casual Employee who applies for and is successful for a temporary position shall receive all entitlements and benefits applicable to a Temporary Employee. At the completion of the temporary term, the Employee shall return to their former position. At the completion of their temporary term, the Casual Employee shall resume the normal terms and conditions of employment applicable to a Casual Employee.

ARTICLE 17
ABANDONMENT OF POSITION

17.01 If an Employee is absent from work for three (3) calendar days or misses three (3) consecutive days of work without contacting the Employer with reasonable justification, they shall be considered to have abandoned their position and resigned their employment.

ARTICLE 18
LAYOFF AND RECALLS

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

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

- (a) "Lay-off" - a separation from employment as a result of lack of work, or a reduction in hours to Full-time or Part-time Employees.
- (b) "Seniority" - the length of continuous employment at the Site.

18.03 Except in circumstances beyond the reasonable control of the Employer, the notice of layoff of the Employees shall be as follows:

- (a) fourteen (14) calendar days for Full-time and Part-time Employees.
- 18.04 When Employees are to be laid off, the Employer shall layoff such Employees in the affected classification in reverse order of their seniority.
- 18.05 The time spent by probationary Employees on layoff will be added to the probationary period at the time of recall.
- 18.06 When an Employee has been given notice of lay-off or notice of position abolishment, the Employee has the option of:
- (a) accepting a vacant position for which they is qualified, if available;
 - (b) working as a Casual Employee;
 - (c) bumping a less senior Employee in a position for which they is qualified.
- 18.07 Seniority is lost, all rights are forfeited, and the Employer shall not be obliged to recall an Employee:
- (a) when the Employee resigns or employment is properly terminated; or
 - (b) when the Employee does not return to work on recall within three (3) working days of the stated reporting date, or the Employee cannot be located after reasonable effort on the part of the Employer to recall the Employee; or
 - (c) upon the expiry of eighteen (18) months following layoff during which time the Employee has not been recalled to work.
- 18.08 If a permanent Employee has not been recalled within eighteen (18) months from the date of layoff, they shall be entitled to severance pay of two (2) weeks per year of service.
- Severance pay will not be paid out to an Employee who resigned, retired, failed to return to work when recalled, or whose employment was properly terminated.
- Severance pay of two (2) weeks per year of service will be paid in the event of closure.
- 18.09 This Article does not apply to temporary Employees whose employment is terminated at the end of a specific term of employment.
- 18.10 **RECALL PROCEDURE**
- Employees shall be recalled in the order of their seniority provided that the recalled Employees are qualified to perform the work. Notice of recall shall be sent by mail to the Employee's last known address. The Employee must respond in writing to the notice within fourteen (14) calendar days of receipt of such notice, of their intention to either accept or decline the offer of recall. In the event that they do not respond to the notice, they shall lose all seniority and shall have been considered to have resigned their employment.
- 18.11 **NO NEW EMPLOYEES**
- No new Employees shall be hired for a position while there are Employees on layoff with seniority, who are qualified and available to perform the available work.
- 18.12 **ADVISE UNION**
- In the event of layoffs and recalls, the Employer agrees to advise the Union.

18.13 GRIEVANCES ON LAYOFFS AND RECALLS
Grievances concerning layoffs and recalls shall be initiated at Step 2 of the Grievance Procedure.

18.14 CASUAL SHIFTS

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

ARTICLE 19
PROBATIONARY PERIOD AND ORIENTATION

19.01 A newly hired Employee shall serve a probationary period of five hundred (500) hours worked.

19.02 The Employee, if determined by the Employer to be unsatisfactory, may be dismissed at any time during the probationary period with any notice as may be required by *Alberta Employment Standards*. The Employer shall provide a reason for termination to the Employee in writing, and the Employee shall not have recourse to the grievance procedure as set out in this agreement.

19.03 The Employer shall provide a paid orientation of up to a minimum of four (4) complete shifts for new Employees. Employees can request additional orientation shifts, which may be approved by the General Manager or designate, such requests shall not be unreasonably denied.

ARTICLE 20
GRIEVANCE PROCEDURE

20.01 GRIEVANCE DEFINITION

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

(a) An individual grievance is a dispute affecting one (1) Employee. Such grievance shall be initiated at Step 1 of the grievance procedure as outlined in Clause 20.05 except in cases of suspension or dismissal which will commence at Step 2: or

- (b) A group grievance is a grievance affecting two (2) or more Employees. Such grievance shall be initiated at Step 2 and be processed in the same manner as an individual grievance as outlined in Clause 20.05. A group grievance shall list all Employees affected by the grievance and the results of the grievance shall apply, proportionately if applicable, to all Employees listed on the original grievance; or
- (c) A policy grievance is a dispute between the Parties, which due to its nature, is not properly the subject of an individual or group grievance. Such grievance shall be initiated, in writing, within fifteen (15) days of the date the aggrieved Party first became aware of the event leading to the grievance. If the policy grievance is a Union grievance, it shall commence at Step 2 and the parties involved shall be the Employer Representative and the Union Representative. If the policy grievance is an Employer grievance it shall be directed to the Union President and the President shall render a written reply within five (5) days of receipt. Upon receipt of the response or failure to reply, the Employer may advance the grievance to arbitration.

20.02 AUTHORIZED REPRESENTATIVES

An Employee may have the assistance of a Union Representative or Union Steward at any time during the grievance procedure.

20.03 TIME LIMITS

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

20.04 MANDATORY CONDITIONS

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

20.05 STEPS IN THE GRIEVANCE PROCEDURE

(a) Step 1

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

(b) Step 2

If the grievance is not resolved at Step 1 above within twenty (20) days of the decision of the General Manager, it shall be forwarded in writing by the Union and the Employee, stating the nature of the grievance, the specific provision(s) of the collective agreement alleged to have been breached and redress sought, to the Employer Representative. The Employer Representative shall, within (20) days of receiving the grievance, arrange to meet with the Employee involved in Step 1 of the grievance, as well as their Union Representative or Union Steward, with a view to resolving the grievance and shall render their decision in writing within ten (10) days of this meeting. If the grievance is not settled at this stage, it may be advanced to Step 3.

(c) Step 3

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

20.06

Arbitration

Single Arbitrator

- (a) Either party wishing to submit a grievance to arbitration shall, within twenty (20) days of the receipt of the decision at Step 2 of the grievance procedure, notify the other party in writing of its intention to do so; and the matter shall be decided by a single Arbitrator.
- (b) In the written notification, the referring party shall provide the names of up to three (3) Arbitrators from which the single Arbitrator may be agreed upon. The party receiving the referral notice may agree to one of those named or may counter propose with the names of up to three (3) Arbitrators from which an Arbitrator may be agreed upon.
- (c) If the parties are unable to agree upon an Arbitrator within thirty (30) days of receipt of the original referral notice, application may be made to the Director of Alberta Mediation Services to appoint Arbitrator pursuant to the provisions of the *Alberta Labour Relations Code*.

20.07

Arbitration

Three Person Board

- (a) By mutual agreement, the matter may be decided by a three (3) person Arbitration Board. In this case, the referring party shall provide the other with the name of its Appointee to the Arbitration Board. In turn, the party receiving the referral to arbitration shall provide the name of its Appointee.
- (b) If, within thirty (30) days of the parties agreeing to an Arbitration Board, the Appointees are unable to agree upon a Chairperson, application shall be made to the Director of Alberta Mediation Services to appoint an Arbitrator/Chairperson pursuant to the provisions of the *Alberta Labour Relations Code*.

20.08

- (a) The Arbitrator or Arbitration Board shall hear and determine the difference and shall issue an award in writing, and the decision is final and binding upon the parties and upon the Employee(s) affected.

- (b) If the decision is that of a Board, the majority of the Board is the award of the Arbitration Board. Where there is no majority, the decision of the Chairperson shall be the decision of the Board.
- (c) The Arbitration decision shall be governed by the terms of this Collective Agreement and shall not alter, amend, or change the terms of this Collective Agreement.
- (d) Each of the parties to this Collective Agreement shall bear the expense of its appointee to the Arbitration Board. The fees and expenses of the Chairperson or single Arbitrator shall be borne equally by the two (2) parties to the dispute.

ARTICLE 21
DISCIPLINE AND DISCHARGE

- 21.01 The Employer shall only discipline or discharge for just cause. Both parties recognize the value of progressive discipline.
- 21.02 Unsatisfactory conduct and/or performance by an Employee may be grounds for discipline up to and including dismissal. Unsatisfactory conduct and/or performance by an Employee, which is not considered by the Employer to be serious enough to warrant suspension or dismissal, may result in a written warning to the Employee.
- 21.03 The Employer's investigation into possible disciplinary action shall take place within ninety (90) days of the date of the incident, or when the Employer reasonably should have become aware of, the incident which lead to the investigation.
- 21.04 (a) A written warning shall provide the specifics of the issue(s) that gave rise to the disciplinary action, shall provide direction regarding work performance expectations and a timeline for improvement, as well as indicating that further discipline or dismissal may follow any similar or other infractions. A copy of the written warning shall be placed on the Employee's personnel file. A copy of the written warning shall be forwarded to the AUPE Membership Services Officer.
- (b) The action or suspension or dismissal shall be within ten (10) days of the completion of the Employer's investigation into the matter. When action involves a suspension, the notice shall specify the time period of the suspension. In the event an Employee is suspended or dismissed, the Employer shall provide written reasons for the suspension or dismissal to the Employee and the AUPE Membership Services Officer forthwith and in any event not later than five (5) days of the action being taken.
- 21.05 A claim by an Employee that they have been unjustly disciplined or discharged will be treated as an individual grievance, commencing at Step 2 of the grievance procedure, provided the Union, at the direction of the Employee, submits their written grievance, dated and signed within fifteen (15) days after the date of the discipline.

- 21.06 An Employee who has been subjected to disciplinary action may request, after twenty-four (24) months of continuous service from the date the disciplinary measure was invoked, to have their personnel file cleared of any record of the disciplinary action, Such request shall be granted provided the Employee's file does not contain a related record of disciplinary action issued during the twenty-four (24) month period, of which the Employee was made aware. The Employer will confirm in writing to the Employee that such action has or has not been effected.
- 21.07 An Employee shall have the right to have a Union Steward or a Union Representative present when disciplinary notice is issued verbally or in writing.
- 21.08 Where circumstances permit, the Employer shall schedule a meeting, at which a disciplinary notice(s) is to be issued, with the Employee by giving reasonable advance notice, which shall not be less than twenty-four (24) hours. At such discussion, the Employee may be accompanied by a representative of the Union.
- 21.09 In the event that an Employee is reported to their or their licensing body or Protection for Persons in Care by the Employer, the Employee shall be so advised, and unless otherwise requested a written copy shall be forwarded to the Union forthwith.
- 21.10 For the purposes of this Article, days referred to shall be consecutive calendar days, exclusive of Saturdays, Sundays, and Named Holidays.

ARTICLE 22
UNION BUSINESS LEAVE

- 22.01 When an Employee makes a request for Union leave, the application shall be made with, at least, two (2) weeks' notice in writing, which shall include a written email or hardcopy request/ authorization from the Union, and submitted to the General Manager or designate.
- 22.02 The Employer shall not unreasonably deny requests for up to three (3) Employees elected or appointed to represent the Union at Conventions, Workshops, Seminars or Schools; or as members of their collective bargaining committee, or other bona fide Union business.
- 22.03 The Employer shall not unreasonably deny requests for up to three (3) Employees elected or appointed to represent the Union as members of the Union's collective bargaining team so as to prepare for bargaining and to actively participate in negotiations with the Employer.
- 22.04 Pay shall continue during such approved leaves, and the Union agrees to reimburse the Employer for actual wages and other payments paid to the Employee while on the leave, plus an amount determined by the Employer to cover the cost of benefits, plus an additional fifteen percent (15%) of that amount shall be charged to cover the Employer's administration costs
- Alternately, the Employer shall be reimbursed the actual cost of replacing the Employee(s) whichever is greater, plus an additional fifteen percent (15%) of that amount shall be charged to cover the Employer's administration costs

22.05 Up to two (2) Employees who are elected or selected for a full-time position with the Union or any Body with which the Union is affiliated, shall be granted leave of absence without pay and without loss of seniority for a period of up to two (2) years. Such leave shall be renewed upon request of the Union, provided a minimum of two (2) months' notice is provided to the Employer in writing.

ARTICLE 23
NAMED HOLIDAYS

- 23.01 (a) Full-time Employees shall receive the following Named Holidays:
- | | |
|----------------|------------------|
| New Year's Day | Labour Day |
| Family Day | Thanksgiving Day |
| Good Friday | Remembrance Day |
| Victoria Day | Christmas Day |
| Canada Day | Boxing Day |
- August Civic Day;
- and other holidays proclaimed by the Federal, Provincial or Municipal Governments.
- (b) In order to qualify for holiday pay the Employee must work their full scheduled shift immediately preceding and immediately following the holiday, as well as the Named Holiday if so scheduled, except where the Employee is absent due to illness, bereavement leave, vacation or approved leaves with pay; Employees who absent themselves due to illness on a Named holiday shall not be entitled to Named Holiday Pay; Article 24 Sick Leave shall apply.
- (c) Part-time and Casual Employees shall receive Named Holiday pay at the rate of five (5%) percent of the Employees Basic Rate of Pay, earned in the four (4) weeks immediately preceding the Named Holiday.
- (d) Part-time and Casual Employees required to work on a Named Holiday shall be paid, in addition to "(c)" above one and one half times (1 ½ X) their Basic Rate of Pay plus any applicable shift premiums for all hours worked.
- (e) Notwithstanding the foregoing, while:
- (i) on layoff, or
 - (ii) in receipt of compensation from the Worker's Compensation Board, or
 - (iii) on leave of absence in excess of thirty (30) calendar days for any reason an Employee shall not be entitled to:
 - (1) a day off with pay; or
 - (2) payment in lieu thereof for the aforementioned
- 23.02 (a) When a Named Holiday falls on a day that would otherwise have been a work day, a full-time Employee receives the day off, and the Full-time Employee will receive their Basic Rate of Pay for their regularly scheduled hours, unless they are scheduled to work in which case they do not receive the day off.

- (b) When a Named Holiday falls on a full time Employee's regularly scheduled day off, the Full-time Employee will receive another day off with pay at a mutually agreeable time within thirty (30) days of that holiday or failing mutual agreement will be paid their Basic Rate of Pay for their regularly scheduled hours.
- (c) When a Full-Time Employee is required to work on a Named Holiday, the Employee will be entitled to the Basic Rate of Pay for the hours worked plus one and one-half times (1 1/2X) their Basic Rate of Pay for all hours worked plus any applicable shift premiums for all hours worked.
- (d) When a Named Holiday falls during a Full-time and Part-time Employee's vacation period, the holiday either may be added to the Employee's vacation period, or may be taken at a subsequent mutually agreeable date.

23.03 An Employee scheduled to work both Christmas Day and New Years in the same holiday season shall not be required to work both, unless they choose to. An Employee scheduled to work both days may submit a leave request form to have either Christmas Day or New Years' Day off and shall make such request at least twenty-one (21) days in advance of the requested day; the Employer shall approve the request.

The Employee can only request Christmas day off if they worked that day the previous holiday season. Similarly, the Employee can only request New Years Day off if they worked that day the previous holiday season

ARTICLE 24
SICK LEAVE

- 24.01 (a) Sick leave is an insurance provided by the Employer for the sole purpose of maintaining regular earnings (exclusive of overtime and other premiums) during absences due to illness or accident for which compensation is not payable under the *Worker's Compensation Act*, or by quarantine by the Medical Officer of Health.
- (b) A Full-time or Part-time Employee shall earn sick leave credits based on two point seven seven percent (2.77%) of regular hours up to a maximum credit of ninety (90) working days.

A Full-time of Part-time Employee shall not be entitled to use sick leave credits prior to the completion of their probationary period.

- (c) Notwithstanding the foregoing, while an Employee is:
- (i) on layoff, or
 - (ii) in receipt of compensation from the Worker's Compensation Board, or
 - (iii) on other leaves of absence in excess of thirty (30) calendar days for any reason sick leave credits shall not accrue.

24.02 The Employee's eligibility for sick benefits will be reinstated once the Employee returns to regularly scheduled Full-time or Part-time scheduled work for one (1) month, unless subsequent absences are a continuation of the previous illness or injury.

- 24.03 PROOF OF ILLNESS
- Employees may be required to submit satisfactory proof to the Employer, any illness, non-occupational accident or quarantine in excess of two (2) consecutive, regularly scheduled service times or when an Employee demonstrates a discernible pattern of illness, or when the Employee is placed on an Attendance Management Program. When an Employee is required to provide a medical certificate or proof of illness, they shall be advised prior to their return to work. Where the Employee must pay a cost for such proof, or other Employer requested medical document, upon the production of a receipt for the cost, the full fee shall be reimbursed by the Employer.
- 24.04 When an Employee has accrued the maximum sick leave credit of ninety (90) working days, they shall no longer accrue sick leave credits until such time as their total accumulation is reduced below the maximum. At that time they shall recommence accumulating sick leave credits.
- 24.05 Upon request of an Employee but not more frequently than once a year, the Employer shall advise an Employee of their accrued sick leave credits.
- 24.06 For the purpose of computing sick leave accumulation, the following shall be counted as working days;
- (a) days on which the Employee is on vacation
 - (b) days on which the Employee is on leave of absence with pay pursuant to the terms of this Collective Agreement; and
 - (c) days on which the employee is absent attending official Union business for which the Employer is fully reimbursed by the Union.
- 24.07 TERMINATION OF SICK LEAVE
- Sick leave benefits will cease on termination of employment, on retirement, or on death.
- 24.08 SICK LEAVE BENEFITS WHILE ON WORKERS' COMPENSATION
- Absence for sickness or accident compensable by Workers' Compensation will not be charged against the Employee's accumulated sick leave credits.
- 24.09 SICK LEAVE ON VACATION
- Should an Employee, while on vacation, be hospitalized the Employee shall be entitled to use their sick leave and have their vacation bank replenished for the equivalent number of days, upon production of a valid doctor's note.
- 24.10 LEAVE OF ABSENCE DUE TO ILLNESS
- Employees whose sick leave credits are exhausted shall apply for a leave of absence for medical reasons, without pay. The Employer will advise the Employee, in writing, of the disposition of such request.
- 24.11 SICK LEAVE DURING PREGNANCY
- Sick leave shall be granted for the health-related portion of an Employee's pregnancy or childbirth, such leave shall only be approved following production of a medical certificate advising that there were medical reasons that prevented the Employee from doing their duties during the health-related portion of their absence.

24.12 CASUAL AND TEMPORARY EMPLOYEES

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

ARTICLE 25
LEAVE OF ABSENCE

25.01 GENERAL CONDITIONS

- (a) Requests for a leave of absence shall be made in writing to the General Manager/Designate twenty-one consecutive calendar days in advance, except that in extenuating circumstances the time factor may be waived or reduced. The granting of leaves of absence under this Article is subject to the approval of the Employer. Except in exceptional circumstances, the Employer will reply, in writing, to a request for leave of absence within five (5) days of receipt of the request.
- (b) Except in cases of extenuating circumstances, an Employee, who exceeds their approved leave of absence for three (3) calendar days or misses three (3) consecutive days of work without contacting the Employer with reasonable justification, shall be considered to have abandoned their position and resigned their employment.
- (c) Employees shall not be entitled to Named Holidays with pay, which may fall during a period of leave of absence without pay.
- (d) 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.

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

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

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

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

25.05 BEREAVEMENT LEAVE

An Employee shall be granted four (4) days bereavement leave without loss of regular earning in the event of a death of any of the following relatives although an employee may choose to take less than the full bereavement leave:

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

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

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

25.07 The dates of the bereavement leave are not required to be consecutive, but they shall be used within fourteen (14) days of the death(s). This may be waived or amended by the Employer under special circumstances.

25.08 MATERNITY/PARENTAL LEAVE

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

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

The total period of maternity/parental leave shall not exceed seventy-eight (78) weeks unless mutually agreed between the Employer and the Employee.

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

25.09 ADOPTION LEAVE

A Employee who has completed ninety (90) days of continuous employment, shall, upon written request, be granted leave without pay for up to sixty-two (62) weeks as necessary for the purpose of adopting a child. Upon four (4) weeks written notice of intent to return to work, the Employee shall be re-engaged in the same classification held immediately prior to taking adoption leave and at the same rate of pay.

25.10 COURT APPEARANCE

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

25.11 CIVIC OBLIGATIONS

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

25.12 PERSONAL DAYS

Full-time and Part-time Employees shall be allowed to accrue one point one five percent (1.15%) paid leave for personal reasons.

ARTICLE 26
VACATION

26.01 DEFINITION

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

- (a) "Vacation" means annual vacation with pay.
- (b) "Date of Employment" means the date of hire with the Employer.
- (c) "Wages" means Basic Rate of Pay.
- (d) Vacation year shall be January to December.

26.02 TIME OF VACATION

- (a) During each continuous year of service, an Employee shall earn entitlement to a vacation with pay, to be taken in the next following calendar year.
- (b) Full-time Employees and Part-Time Employees shall be granted their choice of vacation periods, however, the final allotment of vacation remains within the responsibility and authority of the Employer.
- (c) At minimum, an amount of vacation, time, and pay, equal to an Employee's entitlement specified in the *Alberta Employment Standards Code* shall be taken in the following vacation year at a time mutually agreeable between the Employer and Employee.
- (d) Between January 1st and March 1st, Employees will submit their vacation request(s) for the year. The Employer shall then respond in writing by March 15th. Vacation requests received within this time period shall be considered in descending order of seniority by job classification.

- (e) For vacation requests submitted after March 1st, the Employer shall respond in writing within fourteen (14) calendar days of receiving the Employee's vacation request. Vacation requests received after March 1st 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 request requests received after March 1st shall not displace approved vacation requests received prior to March 1st.
- (f) A vacation period may be divided by mutual agreement between the Employee and the Employer.
- (g) An Employee who has less than one year service prior to the first day of November in any one (1) calendar year, shall be entitled to vacation entitlement calculated on the number of months from the date of employment in proportion to which the number of months of the Employee's service bears to twelve months.
- (h) An Employee shall be entitled to receive their vacation in an unbroken period unless otherwise mutually agreed between the Employee and the Employer.
- (i) Subject to Clause 26.02(b), an Employee may request that a portion of their annual vacation leave entitlement be carried over to the next year. The request must be in writing and should include the purpose for the vacation carry-over. Such requests shall not be unreasonably denied.

26.03

VACATION ENTITLEMENT

Full-time and part-time employees earn vacation entitlement as follows:

From start of employment but less than three (3) years. Four percent (4%) of wages.

Three (3) years but less than eight (8) years. Six percent (6%) of wages.

Eight (8) years of employment but less than fifteen years. Eight percent (8%) of wages.

Fifteen (15) years of employment but less than 20 years. Ten percent (10%) of wages.

Twenty (20) years of employment or more. Twelve percent (12%) of wages.

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

Vacation with pay shall not accrue during periods while:

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

26.04

COMPENSATION FOR NAMED HOLIDAYS FALLING WITHIN VACATION SCHEDULING

If a Named Holiday falls within an Employee's vacation period, the Employee shall be allowed:

- (a) an additional vacation day with pay on a date mutually agreed between Employee and Employer; or

- (b) a day with pay may be added to the Employee's vacation by mutual agreement between the Employee and the Employer; or
- (c) failing mutual agreement between the Employee and the Employer, the Employer shall pay an additional day's pay.

26.05 VACATION PAY

Vacation pay shall be at the rate of pay currently in effect at the time of the vacation as specified in Schedule "A" Hourly Rates.

26.06 All annual vacation requests shall be received by the General Manager/Designate.

26.07 An Employee required by the Employer to return to work during their vacation will receive one and one-half times (1 ½ X) their basic rate of pay for hours worked. In addition to receiving the premium pay, the time so worked will be rescheduled as vacation leave with pay.

26.08 CASUAL EMPLOYEES / TEMPORARY EMPLOYEES

Casual Employees/Temporary Employees shall receive vacation pay in accordance with the *Alberta Employment Standards Code*.

26.09 VACATION PAY ON TERMINATION

Upon termination, the total of any accrued vacation balance shall be paid to the Employee within ten consecutive days after the end of the pay period in which termination occurred.

ARTICLE 27
PAY GUIDELINES

27.01 Employee paycheques are generated on a computerized payroll system. Paydays shall be every second Monday.

27.02 The Employer shall pay for hours worked in accordance with the hourly wages set forth in Schedule "A" attached hereto and forming part of this Agreement and as applicable to all Employees covered by the Collective Agreement.

27.03 Subject to any of the other terms of this Collective Agreement providing for the withholding or delay in granting of an increment, an Employee's basic rate of pay will be advanced to the next higher basic rate of pay following:

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

Once the number of hours worked in any position or combination of positions at Points West Living – Cold Lake reaches one thousand eight hundred and six point seven five (1806.75) then the employee shall advance to the next step in the salary schedule for all positions worked.

- (c) All hours worked are counted towards an Employee's next increment as indicated above.

27.04

PYRAMIDING

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

27.05

OVERPAYMENT

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

UNDERPAYMENT

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

27.06

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

ARTICLE 28

PAY FOR ATTENDING MANDATORY MEETINGS

28.01

Employees required by the Employer to attend mandatory meetings shall be paid at the applicable rate of pay for attendance at such meetings.

ARTICLE 29

EMPLOYEE BENEFITS

29.01

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

29.02

The Employer will enroll:

- (a) Regular Full-time Employees provided they are not covered by a spouse's group plan or an alternate Employer group coverage.
- (b) Regular Part-time Employees who are working a minimum of twenty (24) hours per week averaged over one (1) complete cycle of the shift schedule provided they are not covered by a spouse's group plan or an alternate Employee group coverage.
- (c) The parties agree to adhere to the terms and conditions of the benefit carrier.

29.03

VOLUNTARY RRSP

- (a) The Employer shall provide a voluntary RRSP for all regular benefit eligible Employees. Participating Employees may contribute to the RRSP Plan and the Employer shall match the Employees contribution up to three percent (3%) of the Employees gross earnings.
- (b) The parties agree to adhere to the terms and conditions of the group RRSP.

ARTICLE 30

LABOUR MANAGEMENT

30.01

A Labour Management Committee will be established at the site. The Union will have the right to designate up to four (4) members of the bargaining unit as members of this committee, the Employer has the right to designate up to four (4) members that are not in the bargaining unit. An AUPE Representative may attend the meetings. An Employer Labour Relations or Human Resources representative may attend the meetings. The number of Employer representatives on the committee shall not exceed the number of representatives from the Union. Both parties may by mutual agreement increase the size of the committee and to invite guests.

Minutes of each meeting shall be taken and shall be approved by the Employer and the Union. The minutes shall be posted on the Union-bulletin board

30.02

The applicable rate of pay will be paid to such Employee for time spent in attendance at a meeting of this committee.

30.03

The committee shall meet at least quarterly at a mutually acceptable hour and date. Either party may call a special meeting of this committee to deal with urgent matters. There shall be mutually agreed to Terms of Reference. The Terms of Reference of the committee will determine the procedure for dealing with-matters

30.04

An Employer and Union representative shall be designated as joint Chairpersons, and shall alternate in presiding over meetings.

30.05

The Committee shall concern itself with matters that either party wishes to raise that relate to Employee, Employer relations.

ARTICLE 31

PERSONNEL FILES

31.01

- (a) By appointment at least forty-eight (48) hours in advance an Employee may view their personnel file on their off-duty time at Points West Living – Cold Lake. An Employee may be accompanied by a Union Representative, when viewing their personnel file.
- (b) An Employee shall be given a copy of the contents of their personnel file upon request provided that they first pay to the Employer a reasonable fee established by the Employer to cover the costs of copying. Such fees shall be waived where the Employee requests a copy of material related to an individual grievance filed on behalf of the Employee.

ARTICLE 32
MEAL DEDUCTION

- 32.01 Employees may contribute on a voluntary basis and with written consent the Employer will deduct two dollars (\$2.00) per shift for Employer provided food consumed by the Employee while at work. Employees may opt out of the deduction by providing written notice to the General Manager. Upon receipt of such notice, the Employer shall cease deduction of the two dollars (\$2.00) effective the next full pay period. Employees who do not pay the \$2.00 shall not consume food provided by the Employer.

ARTICLE 33
OCCUPATIONAL HEALTH & SAFETY

- 33.01 An Occupational Health & Safety Committee will be established at the site. The Union will have the right to designate up to four (4) members of the bargaining unit as members of this committee, the Employer has the right to designate up to four (4) members that are not in the bargaining unit. An AUPE Representative may attend the meetings. An Employer Labour Relations or Human Resources representative may attend the meetings. The number of Employer representatives on the committee shall not exceed the number of representatives from the Union. Both parties may by mutual agreement increase the size of the committee and to invite guests.
- Minutes of each meeting shall be taken and shall be approved by the Employer and the Union no later than seven business days from the date of the meeting. The minutes shall be then posted on OHS bulletin board.
- 33.02 The applicable rate of pay will be paid to such Employee for time spent in attendance at a meeting of this committee.
- 33.03 The committee shall meet at least quarterly at a mutually acceptable hour and date. Either party may call a special meeting of this committee to deal with urgent matters. There shall be mutually agreed to Terms of Reference. The Terms of Reference of the committee will determine the procedure for dealing with matters.
- 33.04 An Employer and Union representative shall be designated as joint Chairpersons, and shall alternate in presiding over meetings.
- 33.05 The Committee shall concern itself with any such matters as Occupational Health & Safety and may make recommendations to the Employer in that regard. The committee will function in accordance with the regulations published pursuant to the *Alberta Occupational Health & Safety Act* or such other safety rules and practices as mutually agreed.
- 33.06 The Union and the Employer agree to encourage Employees to cooperate fully in the observation and participation of all safety rules and procedures.

ARTICLE 34
PROFESSIONAL DEVELOPMENT

- 34.01 The parties recognize the value of continuing in-service education for Employees. For the purpose of this Article, "in-service" includes: orientation, acquisition and maintenance of essential skills and other programs, seminars or workshops offered by the Employer. The Employer agrees to pay for courses and/or training that Employees are required to attend. When an Employee attends one of the required courses or training sessions, they shall do so at the basic rate of pay, plus travel, accommodations and meal allowance when such in-service education is not provided at the work site.
- (a) The following courses at a minimum, shall be provided to Employees on an annual basis:
 - (i) anti-choking manoeuvres;
 - (ii) fire, evacuation and disaster procedures;
 - (iii) Muscular Skeletal Injury Prevention (MIP) or its equivalent;
 - (iv) Workplace Hazardous Materials Information System (WHMIS).
 - (v) Protection for Persons in Care legislation and regulations; privacy and confidentiality;
 - (vi) Prevention of abuse of Employees and residents.
 - (b) The following courses or training shall be provided to Employees when designated by the Employer as a requirement:
 - (i) Safe handling of cytotoxic drugs in the workplace
 - (ii) CPR
 - (iii) Standard First Aid.
 - (iv) dementia care training

ARTICLE 35
CONTRACTING OUT

- 35.01 Where the Employer finds it necessary to sub-contract, outsource, or otherwise contract out 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 and discuss with the Union matters regarding the interests of affected Employees.

ARTICLE 36
COPIES OF COLLECTIVE AGREEMENT

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

SCHEDULE "A" - SALARY SCHEDULE

1 Year term: Effective January 1, 2023, to December 31, 2023.

Monetary:

Base pay increase - 1.75% for active employees on the date of ratification. Retro will be paid on the base rate from the date of hire, or January 1, 2023, whichever is later. Active employees include employees on approved leave.

Community Wage Grid

Community

Points West Living Cold Lake (CA Jan 1st 2023 - Dec 31, 2023)

Effective Date

Jan 1, 2023 – Oct 29, 2023

Wage Increase %

1.75%

Role Description	In/ Out	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7
Cook	In	\$18.99	\$19.56	\$20.16				
Hospitality Aide	In	\$16.12	\$16.61	\$17.10				
Care Aide	In	\$18.97	\$19.54	\$20.13	\$20.73	\$21.37		
Health Care Aide	In	\$21.19	\$22.29	\$23.04	\$23.72	\$24.51	\$25.03	\$25.77
Licensed Practical Nurse	In	\$28.13	\$29.37	\$30.53	\$31.72	\$32.91	\$34.05	\$35.44
Maintenance	In	\$23.92	\$24.63	\$25.38				

without \$2.00
Top up CA
without \$2.00
Top up HCA

Community Wage Grid

Community

Points West Living Cold Lake (CA Jan 1st 2023 - Dec 31, 2023)

Effective Date

Oct 30, 2023 - Dec 31, 2023

Wage Increase %

\$2.00 Top up

Role Description	In/ Out	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7
Cook	In	\$18.99	\$19.56	\$20.16				
Hospitality Aide	In	\$16.12	\$16.61	\$17.10				
Care Aide	In	\$20.97	\$21.54	\$22.13	\$22.73	\$23.37		
Health Care Aide	In	\$23.19	\$24.29	\$25.04	\$25.72	\$26.51	\$27.03	\$27.77
Licensed Practical Nurse	In	\$28.13	\$29.37	\$30.53	\$31.72	\$32.91	\$34.05	\$35.44
Maintenance	In	\$23.92	\$24.63	\$25.38				

without \$2.00
Top up CA
without \$2.00
Top up HCA

SCHEDULE "B" - EMPLOYEE BENEFITS

Benefit Summary

This summary must be read together with the benefits described in the benefit booklet.

Employee Basic Life Insurance	\$25,000, reducing by 50% at age 65
Dependent Basic Life Insurance Spouse Child	\$10,000 \$5,000
Optional Life Insurance	Available in \$10,000 units to a maximum of \$500,000, for you or our spouse, subject to approval of evidence of insurability. If you are covered under this plan as both an employee and a spouse, you are limited to the \$500,000 maximum
Employee Accidental Death, Dismemberment and Specific Loss (Principal Sum)	An amount equal to your Life Insurance
<u>Healthcare</u> Covered expenses will not exceed customary charges Deductible	Nil
<u>Reimbursement Levels</u> In-Canada Prescription Drug Expenses All Other Expenses	70% 100%
<u>Basic Expense Maximums</u> Hospital Home Nursing Care Chronic Care In-Canada Prescription Drugs Hearing Aids Incontinence Supplies Custom-fitted Orthopedic Shoes and Custom-made Foot Orthotics Myoelectric Arms External Breast Prosthesis Surgical Brassieres Mechanical or Hydraulic Patient Lifter Outdoor Wheelchair Ramps Blood-glucose Monitoring Machines Transcutaneous Nerve Stimulators	Semi-private room \$10,000 for a maximum of 12 months per condition \$25 per day \$1,500 each calendar year \$700 every 5 years \$1,000 each calendar year \$300 every 12 months \$10,000 per prosthesis 1 every 12 months 2 every 12 months \$2,000 per lifter once every 5 years \$2,000 lifetime 1 every 4 years \$700 lifetime

Extremity Pumps for Lymphedema Custom-made Compression Hose Wigs for Cancer Patients	\$1,500 lifetime 4 pairs each calendar year \$200 lifetime
<u>Paramedical Expense Maximums</u> Chiropractors Physiotherapists Podiatrists Naturopaths Osteopaths Psychologists/Social Workers Speech Therapists Massage Therapists	\$300 each calendar year \$300 each calendar year \$300 each calendar year \$300 each calendar year \$300 each calendar year \$300 each calendar year \$300 each calendar year \$300 each calendar year
<u>Healthcare Maximum</u> The lifetime Healthcare maximum does not apply to Global Medical Assistance and In-Canada Prescription Drugs	\$2,500 each calendar year
<u>Dental care</u>	
Covered expenses will not exceed customary charges	
Payment Basis	The dental fee guide in effect in your province of residence on the date treatment is rendered
Deductible	Nil
<u>Reimbursement Levels</u> Basic Coverage Accidental Dental Injury Coverage	70% 100%
<u>Plan Maximums</u> Basic Treatment Accidental Dental Injury Treatment	\$1,000 each calendar year Unlimited

The benefit plan will be cost shared on a 50/50 percent basis between the Employer and Employees covered. Coverage under this plan will be as described in the plan document as amended from time to time.

Health Care Spending Account

Effective January 1, 2021, the Employer will provide a Health Spending Account of four hundred and fifty dollars (\$450) per year to all Regular Full Time Employees. Regular Part-Time Employees that are in a benefit eligible position shall be entitled to Health Care Spending account on a pro-rated basis based on hours worked.

Commencement and Termination of Coverage

You are eligible to participate in the plan after 3 months of continuous employment. You are considered continuously employed only if you satisfy the actively at work requirement throughout the eligibility waiting period.

- You and your dependents will be covered as soon as you become eligible. You may waive health and/or dental coverage if you are already covered for these benefits under your spouse's plan. If you lose spousal coverage you must apply for coverage under this plan. If you do not apply within 31 days of loss of such coverage, or you were previously declined for coverage by Great-West Life, you and your dependents may be required to provide evidence of good health acceptable to Great-West Life to be covered for health benefits, and may be declined for or offered limited dental benefits.
- You must be actively at work when coverage takes effect, otherwise the coverage will not be effective until you return to work. Increase in your benefits while you are covered by this plan will not become effective unless you are actively at work.
- Temporary and seasonal employees, and part-time employees who work less than 24 hours per week may not join the plan.

Your coverage terminates when your employment ends, you are no longer eligible, or the plan terminates, whichever is earliest.

- Your dependents coverage terminates when your coverage terminates or your dependent no longer qualifies, whichever is earlier.
- When your coverage terminates, you may be entitled to an extension of benefits under the plan. Your employer will provide you with details.

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

Signed this 5th day of December, 2024.

ON BEHALF OF POINT WEST LIVING
STETTLER INC. at COLD LAKE

Marlene Morin

WITNESS

ON BEHALF OF THE ALBERTA UNION
OF PROVINCIAL EMPLOYEES

G. Smith

WITNESS

LETTER OF UNDERSTANDING #1

BETWEEN

POINTS WEST LIVING STETTLER INC. at COLD LAKE
(hereinafter referred to as the "Employer")

and

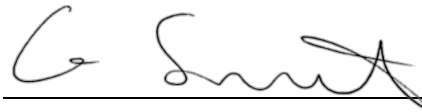
ALBERTA UNION OF PROVINCIAL EMPLOYEES
On behalf of Local 047 Chapter 010
(hereinafter referred to as the "Union")

Re: New Employee Orientation

1. A committee entitled the "Committee for New Employee Orientation" shall be formed within one (1) month of ratification of the renewal of this Collective Agreement.
2. AUPE Local 047/010 shall appoint three (3) employees to the committee and the Employer shall appoint three (3) members.
3. The employees on the committee may have the assistance of a Union Representative and the Employer members may have the assistance of a Labour Relations/Human Resource Representative, if so desired, to work with them on the committee.
4. The Employer shall provide to the committee a current copy of the New Employee Orientation package, as well as all current policies, procedures, and forms relating to New Employee Orientation.
5. The committee shall review all of the current practices of the orientation process, and make recommendations jointly to the Employer, AUPE Local 047/010 and the Labour Management Committee on how best to address the issues.
6. The initial recommendations of the Committee shall be made no later than two (2) months after ratification of the renewal of this Collective Agreement or such longer time as may be mutually agreed to by the Committee.
7. Upon delivering its recommendations, this Committee may be disbanded.

Marlene Morin

ON BEHALF OF THE EMPLOYER
(Points West Living Stettler Inc. at Cold Lake)



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

DATE: January 13, 2025

DATE: December 5, 2024

LETTER OF UNDERSTANDING #2

BETWEEN

POINTS WEST LIVING COLD LAKE INC.
(hereinafter referred to as the "Employer")

and

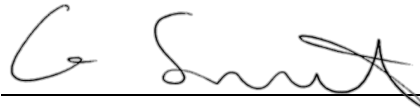
ALBERTA UNION OF PROVINCIAL EMPLOYEES
On behalf of Local 047 Chapter 010
(hereinafter referred to as the "Union")

Re: Workload

1. An Employee may file a written concern regarding their workload directly to the General Manager. The General Manager shall investigate with the Employee the concerns raised.
2. Where the General Manager believes further action is required, following the initial investigation, they may arrange a workload audit to be conducted and the Employee shall take full part in this audit.
3. At the conclusion of the actions taken in Points 1 and 2, the General Manager shall then meet with the Employee to share the results.

Marlene Morin

ON BEHALF OF THE EMPLOYER
(Points West Living Stettler Inc. at Cold Lake)



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

DATE: January 13, 2025

DATE: December 5, 2024

LETTER OF UNDERSTANDING #3

BETWEEN

POINTS WEST LIVING STETTLER INC.
(AT POINTS WEST LIVING COLD LAKE)
(hereinafter referred to as the "Employer")

and

ALBERTA UNION OF PROVINCIAL EMPLOYEES
On behalf of Local 047 Chapter 010
(hereinafter referred to as the "Union")

Re: Individual Wage Assignment

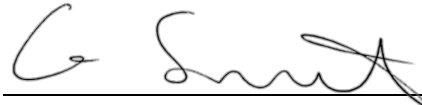
The Parties agree the following Employee occupying the Hospitality Aide classification shall be paid at the rate indicated below and continue to receive all wage increases and other compensation without any loss during the term of the collective agreement:

Hospitality Aide

1) Elsa Esteban \$18.64/ hour

Marlene Morin

ON BEHALF OF THE EMPLOYER
(Points West Living Stettler Inc. at Cold Lake)



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

DATE: January 13, 2025

DATE: December 5, 2024

LETTER OF UNDERSTANDING #4

BETWEEN

POINTS WEST LIVING COLD LAKE INC.
(hereinafter referred to as the "Employer")

and

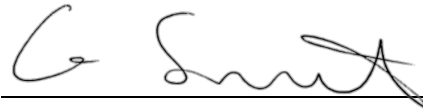
ALBERTA UNION OF PROVINCIAL EMPLOYEES
On behalf of Local 047 Chapter 010
(hereinafter referred to as the "Union")

Re: Professional Fees

A Licensed Practical Nurse who is a Regular Employee and has accumulated a minimum of eight hundred and nine (809) hours actually worked in the last calendar year with the employer, and has active registration with the College of the Licensed Practical Nurses of Alberta (CLPNA) at the beginning of the next calendar year shall receive up to two hundred dollars (\$200.00) reimbursement for her CLPNA registration fees, less fees received from other Employers for reimbursement of CLPNA registration fees. Reimbursement will be provided by the Employer, within a maximum of two (2) pay periods following submission by the Employee of a certified true copy of the receipt issued by the CLPNA.

Marlene Morin

ON BEHALF OF THE EMPLOYER
(Points West Living Stettler Inc. at Cold Lake)



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

DATE: January 13, 2025

DATE: December 5, 2024

LETTER OF UNDERSTANDING #5

BETWEEN

POINTS WEST LIVING COLD LAKE INC.
(hereinafter referred to as the "Employer")

and

ALBERTA UNION OF PROVINCIAL EMPLOYEES
On behalf of Local 047 Chapter 010
(hereinafter referred to as the "Union")

Re: Staffing Agencies

1. The Employer agrees not to supplement the work of the bargaining unit with staffing agency(s) employees, where it results in the layoff or reduction of hours of work or displacement of regular employees or reduction in the compensation of a regular employee in the bargaining unit.
2. For the term of this Collective Agreement only after all of the applicable bargaining unit Employees have been given the opportunity to fill a vacant shift, may the Employer choose to fill such vacant shift with a non-bargaining unit staffing agency employee.
3. Notwithstanding Points 1 and 2, providing they possess the necessary qualifications and skills, a Manager may supplement the work of the bargaining unit, rather than utilizing staffing agency(s) employees, but only if all of the applicable bargaining unit Employees have been given the opportunity to fill a vacant shift.

Marlene Morin

ON BEHALF OF THE EMPLOYER
(Points West Living Stettler Inc. at Cold Lake)



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

DATE: January 13, 2025

DATE: December 5, 2024