



COLLECTIVE AGREEMENT

BETWEEN

Revera Retirement LP by its general partner
REVERA RETIREMENT GENPAR INC. operating as
"McConachie Gardens"

AND THE

ALBERTA UNION OF PROVINCIAL EMPLOYEES
LOCAL 047/058

EFFECTIVE:
OCTOBER 19, 2020 - DECEMBER 31, 2023

TABLE OF CONTENTS (NUMERICAL)

| <u>Article No.</u> | | <u>Page No.</u> |
|--------------------|--|-----------------|
| | Preamble..... | 1 |
| 1 | Term of Collective Agreement | 1 |
| 2 | Definitions | 2 |
| 3 | Union Recognition..... | 4 |
| 4 | Union Membership and Due Deduction | 6 |
| 5 | Management Rights | 7 |
| 6 | Respect in the Workplace | 7 |
| 7 | Training..... | 8 |
| 8 | Probationary Period | 9 |
| 9 | Seniority | 9 |
| 10 | Performance Appraisals..... | 10 |
| 10A | Human Resources Personnel File..... | 11 |
| 11 | Job Postings (Appointments, Promotions, and Transfers) | 11 |
| 12 | Hours of Work..... | 12 |
| 13 | Overtime | 15 |
| 14 | Salaries..... | 15 |
| 15 | Shift Premiums and Differentials | 16 |
| 16 | Union Stewards..... | 17 |
| 17 | Named Holidays..... | 17 |
| 18 | Vacation..... | 18 |
| 19 | Sick Leave..... | 20 |
| 20 | Workers' Compensation | 21 |
| 21 | Uniforms | 21 |
| 22 | Temporary Employees | 22 |
| 23 | Casual Employees..... | 22 |
| 24 | Layoff, Recall and Severance..... | 23 |
| 25 | Discipline, Dismissal and Resignation | 25 |
| 26 | Occupational Health and Safety | 26 |
| 27 | Leaves of Absence..... | 26 |
| 28 | Grievance Procedure | 28 |
| 29 | Employee Management Advisory Committee (EMAC)..... | 32 |
| 30 | Health Care Benefits and Insurance..... | 32 |
| 31 | Retirement Savings Plan..... | 34 |
| 32 | No Contracting..... | 34 |
| | Wage Schedules Appendix "A" | 35 |
| | Retro Activity | 35 |

TABLE OF CONTENTS (ALPHABETICAL)

| <u>Article No.</u> | | <u>Page No.</u> |
|--------------------|--|-----------------|
| 23 | Casual Employees..... | 22 |
| 2 | Definitions | 2 |
| 25 | Discipline, Dismissal and Resignation | 25 |
| 29 | Employee Management Advisory Committee (EMAC)..... | 32 |
| 28 | Grievance Procedure | 28 |
| 30 | Health Care Benefits and Insurance..... | 32 |
| 12 | Hours of Work..... | 12 |
| 10A | Human Resources Personnel File..... | 11 |
| 11 | Job Postings (Appointments, Promotions, and Transfers) | 11 |
| 24 | Layoff, Recall and Severance..... | 23 |
| 27 | Leaves of Absence..... | 26 |
| 5 | Management Rights | 7 |
| 17 | Named Holidays..... | 17 |
| 32 | No Contracting..... | 34 |
| 26 | Occupational Health and Safety | 26 |
| 13 | Overtime | 15 |
| 10 | Performance Appraisals..... | 10 |
| | Preamble..... | 1 |
| 8 | Probationary Period | 9 |
| 6 | Respect in the Workplace | 7 |
| 31 | Retirement Savings Plan..... | 34 |
| | Retro Activity | 35 |
| 14 | Salaries..... | 15 |
| 9 | Seniority | 9 |
| 15 | Shift Premiums and Differentials..... | 16 |
| 19 | Sick Leave..... | 20 |
| 22 | Temporary Employees..... | 22 |
| 1 | Term of Collective Agreement | 1 |
| 7 | Training | 8 |
| 21 | Uniforms | 21 |
| 4 | Union Membership and Due Deduction | 6 |
| 3 | Union Recognition..... | 4 |
| 16 | Union Stewards..... | 17 |
| 18 | Vacation..... | 18 |
| | Wage Schedules Appendix "A" | 35 |
| 20 | Workers' Compensation | 21 |

PURPOSE AND PREAMBLE

It is the purpose of the parties to this Agreement:

- (a) To enter into a collective agreement setting forth rates of pay, hours of work and other terms and conditions of employment;
- (b) To maintain an orderly relationship between the Employer, Employees and the Union.
- (c) To recognize the value of joint discussions and negotiations;
- (d) To encourage efficiency in operations;
- (e) To provide a mechanism for the amicable adjustment of grievances which may arise;
- (f) To provide an environment where Employees can provide compassionate care for Residents to meet their physical and emotional needs in a safe, comfortable environment, treating them and their families with the respect and dignity they deserve.

ARTICLE 1 **TERM OF COLLECTIVE AGREEMENT**

- 1.01 Except where otherwise stated in this Collective Agreement, this agreement including appendices, unless altered by mutual consent of both Parties, shall be in force and effect from October 19, 2020, up to and including 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 is served by either Party to commence collective bargaining, this Collective Agreement shall continue in full force and effect until a new Collective Agreement has been executed.
- 1.03 In the event that any law passed by the Government of Alberta, or Canada renders null and void any provisions of this Agreement, the remaining provisions shall remain in effect for the term of the Agreement.
- 1.04 In the event there is a conflict between the contents of this Agreement and any policy, rule, directive or order made by the Employer, or on behalf of the Employer, this Agreement shall take precedence.
- 1.05 The parties agree there will be no strikes or lockouts while this Collective Agreement is in effect.

ARTICLE 2
DEFINITIONS

- 2.01 "Code" means Labour Relations Code, as amended from time to time.
- 2.02 "Arbitration" shall take meaning from the appropriate section of the Code dealing with the resolution of a dispute or difference.
- 2.03 "Union" or "AUPE" 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 "Basic Rate of Pay" shall mean the incremental step in the Salaries Appendix applicable to an Employee in accordance with the term of this Collective Agreement, exclusive of all premium payments.
- 2.05 "Continuous Employment" shall mean the period of uninterrupted employment within the Bargaining Unit.
- 2.06 "Employee" shall mean a person covered by this Collective Agreement and employed by the Employer. At the time of hire the employment status of each Employee shall be determined in accordance with the following:
- (a) "Regular Employee" is one who works on a full-time or part-time basis on regularly scheduled shifts of continuing nature.
 - (i) "Full-time Employee" is one who is regularly scheduled to work the full specified hours in the "Hours of Work" Article of this Collective Agreement;
 - (ii) "Part-time Employee" is one who is regularly scheduled for less than the regular hours specified in the "Hours of Work" Article of this Collective Agreement.
 - (b) "Casual Employee" is one who:
 - (i) is regularly scheduled for a period of three (3) months or less for a specific job; or
 - (ii) relieves for absences the duration of which is three (3) months or less; or
 - (iii) works on a call in basis and is not regularly scheduled.
 - (c) "Temporary Employee" is one who is hired on a temporary basis for a full-time or part-time position:
 - (i) for a specific job of more than three (3) months but less than twelve (12) months; or
 - (ii) to replace a full-time or part-time Employee who is on approved leave of absence for a period in excess of three (3) months; or

- (iii) to replace a full-time or part-time Employee who is on leave due to illness or injury where the Employee has indicated that the duration of such leave will be in excess of three (3) months;

Alteration of employment status thereafter will be regulated by the terms of this

Collective Agreement.

- 2.07 "Employer" shall mean and include such officers as may from time to time be appointed or designated to carry out administrative duties in respect of the operation and management of the McConachie Gardens.
- 2.08 "Retirement Residence" means the care Residence named as "Employer" in this Collective Agreement.
- 2.09 "Licensed Practical Nurse (L.P.N.) Registration" shall take meaning from the Health Professions Act R.S.A. 2000, c.H-7 as amended. Registration is not membership in the Union.
- 2.10 "Shift" shall mean a daily tour of duty exclusive of overtime hours.
 - (a) "Shift Cycle" means the period of time when the shift schedule repeats itself. Where the shift schedule does not repeat itself, the term "Shift Cycle" shall be understood to mean a period of time not exceeding four (4) weeks.
 - (b) "Shift Pattern" means days and/or evenings and/or night shifts.
- 2.11 "Month" is the period of time between the date in one month and the preceding date in the following month.
- 2.12 "Union Representative" means a representative from the Union authorized by the Union to act on behalf of an Employee.
- 2.13 "Local" means the Local of AUPE.
- 2.14 "Shall" shall be interpreted to be mandatory rather than directory.
- 2.15 "Bargaining Unit" shall mean the unit of Employees as described on the Labour Relations Board Certificate.
- 2.16 "Position" shall mean:
 - (a) the Employee status
 - (b) the classification
 - (c) the number of scheduled bi-weekly hours
- 2.17 "Status" shall mean either full-time or part-time or temporary or casual as defined above.
- 2.18 "Classification" shall mean job title and pay scale established for the job title.
- 2.19 "Parties" shall mean AUPE and the McConachie Gardens Retirement Residence.

ARTICLE 3
UNION RECOGNITION

- 3.01 The Employer acknowledges and recognizes that when duly certified as the sole and exclusive bargaining agent for Employees described in the certificate issued by *the Alberta Labour Relations Board*, the Union has exclusive sole authority to bargain collectively on behalf of the Employees in the Unit for which it is certified and to bind them by a Collective Agreement.
- 3.02 This Agreement will not apply to persons who are agreed between the Parties to be excluded from the bargaining unit, or who have been determined by the Labour Relations Board to be excluded under the provisions of the *Labour Relations Code* (LRC).
- 3.03 No Employee shall be required or permitted to make any written or verbal agreement, which may be in conflict with this Agreement.
- 3.04 (a) For the purposes of this Collective Agreement, the Union will be represented by its properly appointed officers. The Union shall provide the Employer with a current list of the officers'/steward names.
- (b) A representative of the Union shall have the right to make a presentation of up to fifteen (15) minutes during the paid orientation of new Employees.
- (c) An employee shall have the right to wear the Union apparel/lapel pin/button during working hours.
- 3.05 **Bulletin Boards**
- The Employer shall provide the Union with accessible locations where the Union will have access to bulletin board spaces.
- 3.06 The Employer and the Union will each pay one-half (1/2) of the cost of printing enough copies of this Agreement to provide each Employee with one (1) copy. A copy of the Collective Agreement will be provided to each Employee on commencement of employment by the Employer or at the Union orientation. The printing of the Collective Agreements will be processed at AUPE Headquarters.
- 3.07 **Work of the Bargaining Unit**
- Persons whose jobs are outside the bargaining unit shall not perform duties performed by Employees in the bargaining unit except in cases of instruction, training, experimentation, or due to unforeseen circumstances or in emergency cases where bargaining unit Employees are not readily available and provided that the act of performing the aforementioned work does not displace any bargaining unit employees or reduce the hours of work or pay of any Employee.
- An emergency is defined as any unexpected situation that arises that prohibits the Employer from providing the normal standard of service or endangers the well being of the residents.
- Notwithstanding the above, it shall not be a violation of this article when management employees perform bargaining unit duties that they normally and usually performed, prior to certification.

3.08 **Contact Information**

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 Employer of any matter under this Agreement.

Notices to Employees may be given personally or by registered mail or courier, addressed to the Employee at their last known address shown on the payroll system. Such notice shall be deemed to have been given on the date the notice was hand delivered or registered with the Postal Authorities.

3.09 **Time Off for Union Business**

- (a) When it is necessary for a Union member to make a request for a leave of absence to perform the duties of any office of the Union, the application for leave must be made in writing to the applicable Manager for approval. The application for leave will be made in writing with as much advance notice as possible. Where possible, four (4) weeks advance notice, but not less than two (2) advance notice will be provided, except that in extenuating circumstances the time factor may be waived or reduced.
- (b) Subject to operational requirements, the Employer shall not unreasonably withhold union leave requests for Employees elected or appointed to represent the Union at Conventions, Workshops, Institutes, Seminars, Schools or to attend meetings as a member of the Union's Provincial or Executive Board.
- (c) To facilitate the administration of union leave as provided within this Collective Agreement where union leave has been granted, the Employer will continue the salary, plus any shift differential and/or weekend premium the Employee would have been paid had she been at work during such leave.

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

- (d) One (1) Employee who is elected for a Full-time position with the Union shall be granted leave of absence without pay and without loss of seniority for a period of up to two (2) years. Such leave of absence shall be renewable for further term upon requests.

If it is permissible under the Employee Benefits Plans the Employee shall have the right to pay the full cost, including the Employer's share, during the period of such leave of absence. Such payments will be provided to the Employer by post-dated cheque(s).

3.10 **NEGOTIATIONS**

An employee elected or appointed to the Union Bargaining Committee shall be granted time off with pay and without loss of seniority in order to participate in negotiations with the Employer. When requesting such leave, the Employee shall endeavour to provide as much advance notice as possible to the Employer. The Union agrees to reimburse the Employer for actual salary paid to the Employee while on leave plus an amount determined by the Employer to cover the cost of benefits and retirement savings plan costs.

ARTICLE 4
UNION MEMBERSHIP AND DUES DEDUCTION

- 4.01 All employees in the Bargaining Unit shall, as a condition of employment, maintain membership in good standing in the Union.
- 4.02 Consistent with the payroll system of the Employer, the Union will advise the Employer of the Bi-weekly amount of its membership dues. As a condition of employment, an amount equal to said membership dues will be deducted from each Employee at the prescribed rate and remitted to the Union not later than the fifteenth (15th) of the month following. The remittance shall be accompanied by a listing of the names of Employees from whom deductions were made and the amount of the deduction. Such list shall include newly hired Employees.
- 4.03 Where the Employer's management information system permits and where the Employer agrees, the remittance of Union dues shall be by direct deposit or electronic transfer to the Union's bank account.
- 4.04 The dues structure of the Union shall be on a percentage basis and the Union shall give not less than thirty (30) days' notice of any change in the rate at which dues are to be deducted. Any change in the amount of deduction shall be implemented by the Employer at the next possible pay period following expiry of the notice period.
- 4.05 Where an accounting adjustment is necessary to correct an overpayment or underpayment of union dues, the adjustment shall be effected in the next possible pay period.
- 4.06 (a) The deduction remitted shall be accompanied by a list specifying the following:
- (i) the Employee's name;
 - (ii) identification number;
 - (iii) the amount of deduction for each Employee;
 - (iv) the amount of the Employee's monthly earnings;
- Such listing shall identify new Employees, terminated Employees and Employees on leave.
- (b) Additionally, the Employer shall supply to the Union, on April 1st and October 1st of each year, a report from the Employer's records including the following Employee information:
- (i) the Employee's name;
 - (ii) identification number;
 - (iii) contact information including mailing address, home phone number, and personal email, if known to the Employer;
 - (iv) classification(s);
 - (v) commencement date and seniority;
 - (vi) hourly rate of pay; and
 - (vii) Employee type (permanent, temporary, casual, full time, part time)
- 4.07 The Employer shall indicate the dues deducted and enter the amount on the T-4 slip supplied to the Employee.

- 4.08 The Union and its members shall hold the Employer harmless and indemnified from any liability which arises out of any deductions and remittances.

ARTICLE 5

MANAGEMENT RIGHTS

- 5.01 The union acknowledges that all management rights and prerogatives are vested exclusively with the Employer and shall remain solely with the Employer unless modified by the express terms of this agreement and, without limiting the generality of the foregoing; it is the exclusive function of the Employer:
- (a) To determine and establish standards and procedures for the care, welfare, safety and comfort of the residents in the residence;
 - (b) To maintain order, discipline, and efficiency and in connection therewith to establish and enforce reasonable rules and regulations;
 - (c) To hire, transfer, lay-off, recall, promote, classify, assign duties, establish standards of performance, discharge, suspend or otherwise discipline Employees for just cause, provided that a claim of discriminatory transfer, promotion or a claim that an Employee has been discharged or disciplined without just cause, may be the subject of a grievance and dealt with as hereinafter provided;
 - (d) To have the right to plan, direct, schedule and control the work of the Employees and the operations of the Employer. This includes the right to introduce new and improved methods and equipment.
 - (e) These rights shall be exercised in a manner consistent with this Agreement. The Employer agrees to act reasonably in the interpretation and application of the collective agreement as a whole.

ARTICLE 6

RESPECT IN THE WORKPLACE

- 6.01 There shall be no discrimination, restriction or coercion exercised or practiced in respect of any Employee by either party by reason of age, race, colour, creed, national origin, political or religious belief, gender, sexual preference, marital status, physical or mental disability, nor by reason of membership or non-membership or activity in the Union nor in respect of an Employee's or Employer's exercising any right conferred under this Collective Agreement or any law of Canada or Alberta.
- 6.02 The Union and the Employer recognize the right of the Employees to work in an environment free from harassment and the Employer after proper investigation, may discipline for just cause any person employed by the Employer engaging in the harassment of another Employee.
- 6.03 The Employer's investigation procedure will not limit an Employee's right to seek redress through any other available procedure including:
- (a) Grievance procedure; and
 - (b) Alberta Human Rights Commission.

ARTICLE 7 TRAINING

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

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

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

- 7.02 The Employer reserves the right to identify specific in-service sessions as being compulsory for Employees and those required to attend such sessions shall be paid at the Basic Rate of Pay for attendance. The following in-service programs shall be compulsory and shall be provided to Employees on an annual basis:

- (a) Fire, evacuation and disaster procedures;
- (b) Proper lifting and prevention of back injuries as required by the Employer;
- (c) Workplace Hazardous Materials Information System (WHMIS).
- (d) Other in-service sessions as deemed compulsory by the Employer.

- 7.03 Employees are required to review policies, as identified by the Employer as compulsory upon hire and on an annual basis, as well as required educational modules. These reviews include, but are not limited to, the prevention and management of resident and staff non-abuse and management of aggressive behavior and / or non-crisis intervention.

- 7.04 New Employees will be given an orientation to equip them for their work. During this period, the Department Manager will ensure that the new Employee is provided with appropriate support to properly orient them to the position.

The Employer shall provide a paid orientation to the Employer organization and the Site, including:

- (a) an orientation to the site and/or Employer organization;
- (b) three (3) paid orientation shifts under guidance or supervision.
- (c) an orientation for each shift pattern that the Employer assigns the Employee to work.

The orientation period may be extended at the Employer's discretion.

- 7.05 Employees absent from work for at least one (1) calendar year or more will be provided with appropriate support to properly re-orient them to the position, as determined by the Employer.

An Employee's request for additional orientation shifts under guidance or supervision shall not be unreasonably denied and extended at the Employer's discretion.

ARTICLE 8
PROBATIONARY PERIOD

- 8.01 A newly hired employee shall be known as a probationary employee until they have actually worked and successfully completed a period of four hundred and fifty (450) hours worked. The parties may also agree to mutually extend the probationary period.
- The discipline, discharge, layoff, or failure to recall after layoff of a probationary Employee is at the absolute discretion of the Employer and will not be subject to the Grievance Procedure. It is agreed that the probationary period is for the purpose of training Employees and to allow the Employer to assess Employee's suitability for continued employment. The Employer agrees not to act in bad faith in the application of this provision.
- 8.02 The Employee's Manager will meet with the new Employee during probation, prior to the expiry of the probationary period. The purpose of the meeting is to review the performance of the new Employee prior to any termination of employment.
- 8.03 (a) The Employer shall provide a reason for the termination of employment to the new Employee and the Union in writing.
- (b) During the probation period the Employee may be terminated, without:
- (i) notice; or
- (ii) pay (except as may be required by the provisions of the Alberta Employment Standards code).

ARTICLE 9
SENIORITY

- 9.01 (a) The seniority date of all Regular Employees shall be the date upon which the Regular Employee commenced in the bargaining unit, including all prior periods of uninterrupted service as a Casual, Temporary or Regular Employee.
- (b) Seniority shall not apply during the probationary period, however once the probationary period has been completed, seniority shall be credited from the seniority date established pursuant to Article 9.01(a).
- 9.02 Seniority shall be considered in determining:
- (a) preference of vacation time as specified in Article 20: Annual Vacation;
- (b) layoffs and recalls, subject to the provisions specified in Article 26: Layoff and Recall;
- (c) promotions and transfers and in filling vacancies within the Bargaining Unit subject to the provisions specified in Article 11: Appointments, Promotions and Transfers.
- 9.03 Seniority shall be considered broken, all rights forfeited, and there shall be no obligation to rehire:
- (a) when the employment relationship is terminated by either the Employer or the Regular Employee;
- (b) upon the expiry of twelve (12) months following the date of layoff, if during which time the Regular Employee has not been recalled to work;
- (c) if a Regular Employee does not return to work on recall, as provided in Article 26: Layoff and Recall.

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

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

The seniority list will be updated by the Employer and provided to the designated Union representative not less frequently than every six (6) months thereafter.

- 9.05 Employees will have thirty (30) calendar days from the date of posting such list to bring to the attention of the Employer any discrepancies in the seniority list and the Employer will provide the Employee with the information necessary to establish accurate seniority.

- 9.06 An Employee shall lose all seniority and shall be deemed to have quit the employ of the Employer and the Employment of the Employee shall be deemed to have been terminated without further notice for the following reasons:

- (a) if an Employee is absent from work for thirty (30) months due to illness or accident. Such period may be extended where there is a medically supported expectation of a return to work;
- (b) absence from work for three (3) consecutive working days without notifying the Employer, unless a reasonable explanation satisfactory to the Employer is provided;
- (c) leaving the Employer's premises during regular working hours (not including meal breaks) without the permission of the Employer;
- (d) utilizes a leave of absence for reasons other than which it was granted without written approval from the Employer;
- (e) Engages in gainful employment while in receipt of sick leave payments or an unpaid sick leave without written approval from the Employer.

The Employer agrees to abide to any obligations that they may have under the *Alberta Human Rights Act* when applying this Article.

ARTICLE 10 **PERFORMANCE APPRAISALS**

- 10.01 The Parties recognize the desirability of a performance appraisal system designed to effectively use and develop the Employee(s). The purpose of the performance appraisal is to provide a constructive review of the Employee's performance and is not disciplinary.

- 10.02 (a) Employees shall receive a written performance appraisal annually in accordance with the policy of the Employer.
- (b) Meetings for the purpose of the performance appraisal interview shall be scheduled by the Employer with reasonable advance notice. At the interview, the Employee shall be given a copy of the performance appraisal document. The Employee shall sign the performance appraisal for the sole purpose of indicating that the Employee is aware of the performance appraisal, and shall have the right to respond in writing within ten (10) days of the interview and that reply shall be placed in the Employee's personnel file.
- (c) The Employer's representative who conducts the performance appraisal shall be in a position outside the bargaining unit.

ARTICLE 10A
HUMAN RESOURCES PERSONNEL FILE

10A.01 PERSONNEL FILES

- (a) An Employee may have access to view their personnel file during the grievance process or by appointment made at least three (3) working days in advance, excluding weekends and holidays.

An Employee may be accompanied by a Union Representative, when viewing their personnel file.

- (b) Employees shall be given a copy of the contents of their personnel file upon request, provided they first pay to the Employer a reasonable fee, established by the Employer to cover the cost of copying.

ARTICLE 11
JOB POSTINGS
(Appointments, Promotions, and Transfers)

- 11.01 Vacant positions will be posted on the staff bulletin boards and any internal electronic medium for seven (7) calendar days. Each posting shall state the following information:

- (a) current responsibilities, qualifications and/or competencies as required;
- (b) range of rate of pay;
- (c) employment Status;
- (d) to whom applications should be submitted;
- (e) classification and full-time equivalency;
- (f) anticipated duration, if the position is Temporary.

Also, for information purposes only, a notice of vacancy shall specify the current number of hours per shift, shift pattern and the shift cycle.

- 11.02 If no suitable internal applications are received from Bargaining Unit Employees by the completion of the posting period, the Employer may fill the vacancy at its discretion.
- 11.03 Until the vacancy is filled, the Employer may fill the vacancy, with Part Time or Casual Employees. If a position changes from Temporary to Regular Part Time or Full Time, such positions shall be posted in accordance with this article.
- 11.04 When filling vacancies within the bargaining unit, the determining factors shall be the most requisite job-related skills, training, knowledge, ability and experience and where these factors are considered by the Employer to be equal and satisfactory, seniority shall be the deciding factor.
- 11.05 In making appointments, as a result of posted vacancy, consideration over outside applicants the Employer will use the following order of consideration, subject to 11.04 above:
- (a) laid off Regular Employees;
 - (b) Regular Employees;
 - (c) next, Temporary and Casual Employees ordered by number of hours worked.
- 11.06 The Employer shall inform the applicants of their acceptance or rejection and the name of the successful candidate within five (5) Working Days of the date of the decision.

- 11.07 Transfers and promotions shall be on a trial basis and Employees shall serve a trial period of four hundred and eighty-seven point five (487.5) hours in which demonstrate the ability to fill the new position satisfactorily. Such trial period may be extended due to an approved absence.
- 11.08 The successful applicant shall become permanent at the end of the trial period unless:
- (a) the Employee, at any time within the trial period, feels that they are not suitable for the position, and wishes to return to their former position; or
 - (b) the Employer, at any time within the trial period, feels that the Employee is not suitable for the position and requires that they return to their former position.
 - (c) In the event of either (a) or (b) above, the Employee will return to their former position (or similar). Any other Employee transferred as a result of the rearrangement of positions shall also be returned to their former position, if available.
- During the trial period, either the Employer may choose to return the Employee to their former position or a comparable position if it is unavailable without loss of pay or seniority. If the Employee elects to revert to their former position the trial period, they must request to do so in writing. In the event that reinstatement is not possible, the Employer shall make every attempt to find a comparable position for the Employee without loss of pay or seniority.
- 11.09 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.
- 11.10 A Regular Employee who applies for and is successful on a temporary posting shall maintain their status as a Regular Employee. A Casual Employee who applies for and is successful for a temporary position shall receive all entitlements and benefits applicable to a Temporary Employee. At the completion of the temporary term, the Regular Employee shall return to 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 12

HOURS OF WORK

- 12.01 The hours and days in this article are stated solely for the purpose of calculating overtime and shall not be construed as a guarantee of hours of work.
- 12.02 **Full-time Employees**
- The regular hours of work for Full-time Employees shall be seventy- five (75) hours in each period of fourteen (14) calendar days averaged over one (1) completed cycle of the shift schedule and the normal daily hours of work shall be seven point five (7.5) hours, exclusive of meal periods.
- 12.03 **Part-time Employees**
- The regular hours of work for Part-time Employees shall be up to seventy-five (75) hours in each period of fourteen (14) calendar days averaged over one (1) completed cycle of the shift scheduled and the normal daily hours of work shall be up to seven point five (7.5) hours, exclusive of meal periods.
- 12.04 This article shall not preclude the implementation of modified daily or bi-weekly hours of work by agreement in writing between the Union, Employee and Employer.

12.05 Rest Periods

All Employees shall be permitted one (1) fifteen (15) minute paid rest period during each period of three point seven five (3.75) hours of work.

12.06 Meal Periods

All Employees shall be permitted one thirty (30) minutes unpaid meal period during all shifts greater than five (5) hours, including in-service meetings.

- (a) The unpaid meal period shall be granted to all Employee at approximately the midpoint of each shift, where practical.
- (b) If an Employee is recalled to duty during their paid rest period, they shall be given a full paid rest period later in their shift or be paid for the rest period at one point five times (1.5X) the basic rate of pay for the full meal period.
- (c) If the Employer requires an Employee to be readily available for duty during their meal period, they shall be so designated in advance and be paid for that meal period at their basic rate of pay.

12.07 Shift Schedules

- (a) Except in case of emergency or by mutual agreement in writing between the Employee, Employer and the Union, shift schedules shall provide for:
 - (i) at least eight (8) hours off duty between shifts;
 - (ii) two (2) consecutive days of rest;
 - (iii) not more than six (6) consecutive days of work;
 - (iv) no split shifts;
 - (v) no shift shall be less than three (3) hours.
- (b) The Employer, in scheduling shifts shall take into consideration an Employee's request for certain shifts schedules subject to the requirements of 12.06.

Optional scheduling provisions may be available and may be applied upon mutual agreement, in writing, between the Employer and the Union.
- (c) Except by mutual agreement in writing between the Employer and the Union, an Employee shall receive at least one (1) weekend off in two (2) weeks averaged over one (1) complete cycle of the shift schedule. A weekend shall be a Saturday and a Sunday. Named Holidays shall not be used as days off for the purposed of this article.

12.08 Posting of Shifts Schedules

The shift schedules will be posted on the notice board at least four (4) weeks prior to the effective date of the schedule. 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 three (3) calendar days' notice, the Employee shall be paid at time and one half (1.5X) their rate of pay for the first shift of the changed shift schedule. In the event of an act of God or emergency such as fire, flood or other circumstances beyond the control of the Employer, the three (3) day notice period will not apply.

- 12.09 Requests for specific days off shall be submitted in writing to a supervisor one (1) week prior to the posting of each schedule.

12.10 Shift Exchanges

- (a) Employees may exchange shifts among themselves, provided that:
 - (i) the exchange is agreed to, in writing, between the affected Employees; and
 - (ii) prior approval of such exchange has been given by the Employee's immediate supervisor; and
 - (ii) there is no additional cost to the Employer.
- (b) Where such a request is made in writing, the Employer's reply shall also be in writing.
- (c) Such exchange shall be recorded on the shift schedule.
- (d) Such exchange shall not be deemed a violation of the provision of this Collective Agreement.

12.11 The shift commencing at or about midnight shall be considered the first shift of each working day. A shift shall be entirely within the calendar day in which the majority of hours fall regardless of what calendar day and part of such shift was actually worked. Employees shall be aware that, in the course of their regular duties, they may be required to work on various shifts throughout the twenty-four (24) hours period of the day and seven (7) days of the week.

12.12 Additional Casual Shifts

Part-time Employees wishing to work additional hours and who so indicate in writing on a monthly basis to the Employer, shall be given preference and first opportunity to work any additional hours. Where more than one Part-time Employee has requested to work additional hours, the hours will be offered to the Employee within the unit having the most seniority. If all available shifts are not filled, then Casual Employees may be assigned shifts as equitably as possible.

12.13 Any Employee who reports for work or work-related matters as requested or scheduled and is sent home for any reason other than disciplinary, shall be paid for three (3) hours at the Employee's regular rate of pay.

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

ARTICLE 13
OVERTIME

13.01 Overtime Defined

Overtime is all time authorized by the Employer and worked by an Employee in excess of seven point five (7.5) hours in a day or seventy-five (75) hours in a bi-weekly pay period. The overtime rate is:

One and one-half times (1 ½ X) the applicable basic hourly rate for all overtime hours worked.

- 13.02 Part-time Employees who are regularly scheduled to work less than seventy-five (75) hours in a bi-weekly pay period will not qualify for overtime unless they have completed seventy-five (75) hours of work in the bi-weekly pay period or in excess of seven point five (7.5) hours in a day.
- 13.03 An Employee who is absent on paid time during their scheduled work week because of sickness, Union leave, bereavement, holidays or vacation shall, for the purpose of computing overtime pay, be considered as if they had worked during their regular hours during such absence.
- 13.04 In the event an Employee works four (4) hours or more, the Employee shall be provided with access to a meal during the second shift at no cost to the Employee.

ARTICLE 14
SALARIES

- 14.01 The basic rate of pay as set out in the Salaries Schedule shall be applicable to all Employees covered by this Collective Agreement.
- 14.02 Wage rates are effective on the dates specified in the Wage Schedule.
- 14.03 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 the completion of the probationary period of four hundred and fifty (450) hours and further increments upon the completion of one thousand nine hundred fifty (1950) hours paid.
- 14.04 (a) For the purpose of establishing the basic rate of pay on hire, the Employer shall recognize previous experience satisfactory to the Employer provided that not more than two (2) years have elapsed since such experience was obtained.
- (b) Previous experience will be recognized in complete yearly units of one thousand nine hundred fifty (1950) hours.
- 14.05 When an Employee transfers to a classification with a lower rate of pay their salary shall be adjusted immediately to the basic rate the Employee would have been entitled to had the Employee been on the lower rated classification from commencement of employment.
- 14.06 Employees required by the Employer to attend mandatory staff meetings, shall be paid at the applicable rate of pay for attendance at such meetings.
- 14.07 There shall be no pyramiding of differentials, premiums, and bonuses for purposes of computing overtime hourly rates, unless so stated expressly in this agreement.
- 14.08 Paydays shall be on a bi-weekly basis by direct deposit, in accordance with the Employer's established practice.

ARTICLE 15
SHIFT PREMIUMS AND DIFFERENTIALS

- 15.01 Licensed Practical Nurses (LPN) & Health Care Aide (HCA) Weekday (Mon-Fri) Premiums
- (a) In addition to their regular rate of pay, Employees shall be paid an Evening premium of one dollar and fifty cents (\$1.50) per hour for all hours worked on the evening shift (1500-2300).
Effective December 31, 2023 the evening shift shall be compensated two dollars (\$2.00) per hour for all hours worked.
- (b) In addition to their regular rate of pay, Employees shall be paid a premium of two dollars (\$2.00) per hour for all hours worked on the night shift (2300-0700).
Effective December 31, 2023 the night shift shall be compensated two dollars and fifty cents (\$2.50) per hours for all hours worked.
- 15.02 Licensed Practical Nurses (LPN) & Health Care Aide (HCA) Weekend (Sat-0001 hrs to Sun-2359 hrs) Premiums
- (a) In addition to their regular rate of pay, Employees shall be paid a premium of one dollar and fifty cents (\$1.50) per hour for all hours worked on the day shift (0700-1500).
Effective December 31, 2023 the weekend day shift shall be compensated two dollars (\$2.00) per hour for all hours worked.
- (b) In addition to their regular rate of pay, Employees shall be paid a premium of two dollars and fifty cents (\$2.50) per hour for all hours worked on the evening shift (1500-2300).
Effective December 31, 2023 the weekend evening shift shall be compensated three dollars (\$3.00) per hour for all hours worked.
- (c) In addition to their regular rate of pay, Employees shall be paid a premium of three dollars (\$3.00) per hour for all hours worked on the night shift (2300-0700).
Effective December 31, 2023 the weekend night shift shall be compensated three dollars and twenty-five cents (\$3.25) per hour for all hours worked.
- 15.03 All other Employee Classification Weekday (Mon-Fri) Premiums
In addition to their regular rate of pay. Employees shall be paid a premium of one dollar (\$1.00) per hour for all hours worked between nineteen hundred (1900) hours and zero seven hundred (0700) hours.
- 15.04 All other Employee Classification Weekend (Sat-0001 Hrs to Sun-2359 Hrs) Premiums
In addition to their regular rate of pay, Employees shall be paid a premium of one dollar and fifty cents (\$1.50) per hour for all hours worked between zero one (0001) hours Saturday and twenty-three hundred and fifty nine (2359) hours Sunday.
- 15.05 All premiums under this Article shall not be considered as part of the Employee's Basic Rate of Pay.

ARTICLE 16
UNION STEWARDS

- 16.01 The Employer agrees to recognize Employees who are elected as Union Stewards and recognizes their authority to represent other Employees.

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

The Union agrees that Union Stewards and Employees alike shall not enter into discussions concerning Union business or leave their work area during working time except with permission of the Employer.

- 16.02 A Union Steward may, at the request of an Employee, accompany or represent Employee(s) in matters pertaining to the Collective Agreement, including the processing of grievances and disciplinary meetings and other rights of the Employee(s) under this Collective Agreement.

When it becomes necessary for a Union Steward to leave their job for this purpose, the Employee will request time off from their immediate supervisor and provide the Employer with as much advance notice as possible. Arrangements will be made by the Manager to permit the Union Steward to leave their job, as soon as reasonably possible, for this purpose with no loss of regular earnings. Such time off shall be granted only upon the approval of the Manager or authorized alternate.

- 16.03 The Chapter and its members shall have the right at any time to the assistance of Union Staff Representatives when negotiating with the Employer on matters arising out of the collective agreement or when processing a grievance.

- 16.04 A list of Union Stewards shall be supplied by the Union to the Executive Director or designate. The Employer shall be advised in writing of any change to this list.

ARTICLE 17
NAMED HOLIDAYS

- 17.01 The following are the Named Holidays:

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

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

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

- 17.03 Regular Full-time Employees and Regular Part-time Employees shall be entitled to a day off with pay on a Named Holiday. A Regular Full-time Employee and Regular Part-time Employees required by the Employer to work on a Named Holiday shall be paid for all hours worked on a Named Holiday at one point five times (1.5 X) the basic rate of pay, plus:
- (a) the Employee may request payment for such day at the basic rate of pay; or
 - (b) an alternate day off at a mutually agreed time to be used within a ninety (90) day period after the holiday; or
 - (c) failure to mutually schedule the lieu day will result in the Employer paying an additional day.
- 17.04 When a paid holiday falls on a day that would otherwise be a Regular Full-time Employee's and Regular Part-time Employee's regularly scheduled day off, the Employee shall receive an alternate day off with pay as outlined in Clause 17.03 above.
- 17.05 When a Named Holiday falls during a Full-time Employee's and Regular Part-time Employee's annual vacation, such holiday may, by mutual agreement, be added to the vacation period, or the alternate day off shall be dealt with as per Article 17.03 above.
- 17.06 An Employee shall not be entitled to payment for a Named Holiday or a day off in lieu thereof when the Employee is:
- (a) on layoff;
 - (b) in receipt of Workers' Compensation benefits;
 - (c) on an unpaid leave of absence;
 - (d) on other leaves of absence in excess of fifteen (15) days;
- 17.07 Nothing in this Article shall prevent the Employee and the Employer from agreeing to any combination of time and one half plus a day in lieu or a day's pay and time and one half in lieu for Full-time Employees and Regular Part-time Employees who work on any of the paid holidays in Clause 17.01.
- 17.08 All attempts will be made to ensure that if a person worked Christmas day, they will have New Year's day off. All attempts will be made to alternate Christmas day and New Year's Day from year to year. The Employer will endeavour to accommodate all requests in a fair and equitable manner.

ARTICLE 18 VACATION

- 18.01 For the purpose of this Article, "Vacation" means vacation with pay.
- 18.02 Vacation Entitlement for Full-Time Employees and Regular Part-Time Employees, during each year of continuous service in the employ of the Employer, a Regular Full-Time Employee shall earn entitlement to a vacation with pay and the rate at which such entitlement is earned shall be governed by the position held by the Employee and the total length of such services as follows:
- (a) During the first (1st) through fourth (4th) year of such employment, an Employee earns a vacation entitlement of two (2) weeks or seventy-five (75) hours and four percent (4%) of gross earnings;

- (c) During each of the fifth (5th) through seventh (7th) years of employment, an Employee earns a vacation entitlement of three (3) weeks or one hundred and twelve point five (112.5) hours and six percent (6%) of gross earnings;
 - (d) During the eighth (8th) year of employment and beyond, an Employee earns a vacation entitlement of four (4) weeks or one hundred and fifty (150) hours and eight percent (8%) of gross earnings;
- 18.03 Regular Part-Time employees shall receive vacation with pay on their biweekly pay in accordance with the entitlement provided in Clause 18.02.
- 18.04 Vacation with pay shall not accrue during periods while:
 - (a) on layoff;
 - (b) on unpaid absence during which the Employee is in receipt of WCB benefits;
 - (c) on leave of absence in excess of fifteen (15) calendar days for any reason.
- 18.05 Time of Vacation

All vacation shall be taken at a mutually agreeable time. The Employer shall post the vacation schedule planner from April 15th to May 15th of each year. Where an Employee submits their vacation preference by May 15th of that year, approval shall be granted in writing by order of seniority by June 1st of the same year.

Seniority within each classification shall be the determining factor when there is a dispute regarding preference for the time that vacation is to be taken. For the purposes of this agreement the annual vacation year is from January 1 to December 31.

When an Employee submits a request in writing after May 15th for vacation, the Employer shall indicate approval or disapproval in writing of the vacation request within ten (10) days of the request. An Employee who does not select vacation on the schedule planner may take vacation at a time approved by the Employer and not in conflict with the Employees who have selected on the vacation planner.
- 18.06 Once vacations are authorized by the Employer they shall not be changed except in cases of emergency or by mutual agreement between the Employer and the Employee.
- 18.07 An Employee may not carry over vacation into the next vacation year. Any vacation pay remaining in an employee's bank will be paid at the end of the vacation year.
- 18.08 The Employer shall advise an Employee of their accrued vacation entitlements on the Employee's biweekly pay stub.
- 18.09 Vacation Pay on Termination

An Employee upon termination shall receive vacation pay at their basic rate of pay for all vacation earned.

ARTICLE 19
SICK LEAVE

- 19.01 Pay for sick leave is for the sole and only purpose of protecting Employees against loss of income when they are legitimately ill or unable to work due to a non-WCB compensated injury and will be granted to Employees on the following basis providing sick leave credits are available. Employees reimbursed by an outside party for lost time shall reimburse their sick leave bank.
- 19.02 Upon completion of the probationary period, Employees shall be granted sick leave credits for personal illness from the date of employment as follows:
- (a) Full-time employees are eligible to a maximum 75 hours per calendar year.
 - (b) Part-time employees are eligible to a maximum of 37.5 hours per calendar year.
 - (c) Casual employees are not eligible for sick days.
- 19.03 The Employer requires an Employee absenting themselves on account of personal illness may be required to furnish a doctor's note issued by a qualified medical practitioner certifying the Employee was unable to work due to personal illness.
- Employees may need to provide medical documentation to support their absence and to help plan for their return to work. Cooperation is required to enable payment of applicable sick leave.
- 19.04 An Employee unable to complete their shift due to illness will be paid for their full shift from their available sick leave bank.
- 19.05 (a) Employees granted sick leave shall be paid for the period of such leave at their current hourly rate of pay. The number of hours paid shall be deducted from their sick leave credits up to the total amount of the Employee's accumulated credits at the time the sick leave commenced.
- (b) For the purpose of this clause, a defined course of medical treatment of an acute condition (i.e., chemotherapy, insulin adjustment therapy) shall be treated as a single incident.
 - (c) Compensation under the Workers' Compensation Act shall not be charged against accumulated sick leave credits granted in accordance with Article 31.
- 19.06 (a) Employees unable to report for scheduled work on account of personal illness must notify the Employer prior to the start of the scheduled shift with the following notice:
- Day Shift — two (2) hours prior to shift commencing
 - Evening Shift — four (4) hours prior to shift commencing
 - Night Shift — four (4) hours prior to shift commencing

It is understood that there may be emergency situations that may prevent the Employee from providing proper notice. Each event will be addressed on a case-by-case basis.

- (b) During an illness of undetermined length, the Employee will notify the Employer of their progress weekly and provide the Employer with written notice of their readiness to return to work as far in advance as possible.
- (c) Sick relief shifts accepted by part-time Employees may be cancelled by the Employer, with as much advance notice as possible, when the regular incumbent returns to work .

- 19.07 Sick leave hours may not be paid out or carried over from one calendar year to another.

ARTICLE 20
WORKERS' COMPENSATION

- 20.01 Workers' Compensation Board coverage will be provided by the Employer for all Employees. In accordance with the *Income Tax Act*, Workers' Compensation benefits are not taxable.
- 20.02 Employees shall not be paid for sick leave benefits when they are absent from work and drawing Workers' Compensation. An Employee absent on Workers' Compensation for a period in excess of thirty (30) calendar days shall not accrue sick leave credits and vacation entitlements during the period of absence but will accrue seniority to a maximum of one (1) year.
- 20.03 Employees shall not be entitled to a named holiday or a compensating day off in lieu of a Named Holiday from the Employer while receiving benefits from Workers' Compensation.
- 20.04 An Employee who has been on Workers' Compensation in excess of thirty (30) calendar days and who is certified by the Workers' Compensation Board to be fit to return to work and who is capable of performing the duties of their former position, shall provide the Employer with fourteen (14) days written notice of readiness to return to work. The Employer may accommodate return to work sooner than fourteen (14) calendar days where agreeable between the Employer, the Union and the Employee.
- 20.05 The Employee shall keep the Employer informed of the progress of their condition on an on-going basis.
- 20.06 Employees on Workers' Compensation shall be entitled to continue to receive health benefits at the usual cost share.

ARTICLE 21
UNIFORMS

- 21.01 Employees must wear the uniform or uniform components as directed by the Employer. Uniform allowance is for the sole and exclusive purpose of maintaining appropriate work attire as required by the Employer.
- 21.02 Where a post probationary employee is required to wear a uniform, the Employer will pay a uniform allowance in the amount of eight cents (\$0.08) per hour worked. Such amount is not to form part of the regular hourly rate for purposes of overtime and paid holidays. The uniform allowance will be payable on a bi-weekly basis.

ARTICLE 22
TEMPORARY EMPLOYEES

22.01 Except as modified in this Article, all provisions of this Collective Agreement shall apply to Temporary Employees.

22.02 **Employee Health Benefits Plan**

The provisions of Article 31, Employee Health Benefits Plan, shall apply to Temporary Employees if they have been hired for an anticipated duration of six (6) months or more or after the completion of six (6) months of continuous service, and whose regular hours of work exceed fifteen (15) hours per week averaged over one complete cycle of the shift schedule.

22.03 **Layoff and Recall**

A Temporary Employee shall not have the right to grieve when no longer required in the temporary position, or upon expiry of the temporary position.

ARTICLE 23
CASUAL EMPLOYEES

23.01 All provisions of this Collective Agreement shall apply to Casual Employees, except where modified in this Article.

23.02 No Casual Employee shall be scheduled except with their consent.

23.03 A Casual Employee who has provided the Employer with their availability and who does not accept shifts for a period of two (2) consecutive months, will be terminated due to position abandonment.

23.04 When a Casual Employee is not notified in advance that a shift has been cancelled and reports for work, the Employee will be paid three (3) hours at the basic rate of pay. The Employer may require the Employee to perform work during that time.

23.05 A Casual Employee required to work on a Named Holiday shall be paid at one point five times (1.5x) the Employee's basic rate of pay for all hours worked.

23.06 Casual Employees shall be paid four percent (4%) of their regular earnings paid at the basic rate of pay as vacation pay on each bi-weekly pay period.

23.07 **Appointments, Transfers and Promotions**

(a) Subject to the criteria established in Article 10 of this Collective Agreement, an applicant for regular employment who has experience with the Employer as a Casual Employee within the bargaining unit shall be given preference over external applicants.

(b) All internal applicants for a posted transfer, promotion and/ or vacancy, shall be informed in writing of their acceptance or rejection within five (5) working days of the date of appointment.

23.08 Casual Employees do not accrue seniority.

23.09 The Layoff and Recall provisions do not apply to Casual Employees.

23.10 Regular hours of work for a Casual Employee are up to seven point five (7.5) hours per day, exclusive of meal periods. Casual Employees are not eligible for overtime until they have worked more than seven point five (7.5) hours in a day, exclusive of meal periods or seventy-five (75) hours in a bi-weekly pay period.

- 23.11 In addition to the foregoing, the following provisions of this Collective Agreement not apply to Casual Employees: Leaves of Absence, Annual Vacation, Named Holidays, Sick Leave, and Benefits.

ARTICLE 24
LAYOFF, RECALL AND SEVERANCE

- 24.01 Where, in the opinion of the Employer, it becomes necessary to displace an Employee, due to a reduction of the work force or reduction in regularly scheduled hours of work of a regular Employee, or wholly or partly discontinue an undertaking, activity or service, the Employer will notify the Employee in writing at least fourteen (14) calendar days prior to the date of layoff, except that the fourteen (14) calendar days' notice shall not apply where layoff results from an act of God or emergency such as fire or flood or any other circumstances beyond the control of the Employer.

Where the layoff results from an act Of God or emergency such as fire or flood or any other circumstances beyond the control of the Employer, the fourteen (14) calendar days' notice is not required.

Employees will be laid off in reverse order of seniority provided that the remaining Employees have the skills, training, knowledge and ability to perform the work. No full time Employee within the bargaining unit shall be laid off by reason of their duties being assigned to one or more part time Employees.

In the case of a layoff, the Employer will:

- (i) Advise the Union, in advance, of the need to reduce hours or the number of Employees.
- (ii) Meet with the Union to discuss ways to mitigate the effects of the layoff, including the possibility of voluntary layoff or other solutions.
- (iii) During the above meeting the Employer and Union will agree to a process to be used during the layoff.

Layoff Procedure

Step 1 Discuss proposed layoff procedure with Union Representative.

Step 2 Provide Union with bi-weekly reductions of hours per classification.

Step 3 Provide the Union with revised blank schedules (of classifications that are directly affected or could be affected). Any concerns with proposed schedules are reviewed and discussed.

Step 4 Provide the Union with an updated Seniority List.

Step 5 Employees are informed of the reductions and explained the layoff process.

Step 6 Management and the Union will set a date for Employees to pick their position.

Employees will be scheduled in appropriate time intervals in accordance with the updated seniority list (most senior first) in order to allow the Employee sufficient time to make their choice. Employees will be entitled to either indicate their choice using the procedure above or accept the layoff.

Both management and union representatives will be present at the meeting.

The Employees will also have the choice of coming in or providing a number where they can be reached at their set time. Employees put their name down on any available position (providing qualified).

Step 7 Employees with no available positions would receive their required working notice period or pay in lieu of notice.

Step 8 At the conclusion of this notice period the new schedule becomes active.

24.02 Application

In this provision, classification means all classifications and status means Full-time or Part-time.

- (a) In the event of a reduction in the workforce, a displaced Regular Employee may displace a less senior Regular Employee in the same classification within the same status.
- (b) When a displaced Regular Employee is unable to displace someone with the same classification and status, such displaced Employee may displace a less senior Employee in the same classification with a different status.
- (c) When an Employee is on an approved leave of absence, or Workers' Compensation Benefits the consultation meeting and the notice of layoff, if applicable, shall be served when the Employee has provided notice of readiness to return to work.

24.03 Employee Benefit Coverage During Layoff

- (a) The Employer shall make payment for its share of the full premium of benefits on behalf of a laid off Employee for a maximum of one (1) month's premium.
- (b) Employees laid off for more than one (1) month may, with the assistance of the Employer, make prior arrangements for payment of the full premiums of the benefits for a maximum of three (3) months.

24.04 Recall

- (a) Employees will be recalled in reverse order of layoff provided that the remaining Employees have the skills, training, knowledge and ability to perform the work.
- (b) The method of recall shall be by telephone, and if contact with the Employee on layoff is not accomplished, by registered letter or courier sent to the Employee's last known place of residence or by personal delivery of the same. When dispatched by registered letter, the letter shall be deemed delivered five (5) calendar days from the date of mailing. When dispatched by courier, the letter shall be deemed delivered the date it was sent by courier. The Employee so notified will report for work as directed but, in any event, shall notify the Employer of their intent no later than five (5) days following the delivery date.
- (c) No new Regular Employees will be hired where there are other Employees who are on layoff, who are capable of performing the work available.

24.05 Other than for the continuation of the seniority held at the time of layoff, an Employee's rights while on layoff shall be limited to the right of recall. Seniority shall not accumulate while an Employee is on layoff.

24.06 Employment shall be deemed terminated when an Employee does not return from layoff when notified to do so, or on the expiry of twelve (12) months from the date of layoff, whichever first occurs. Where an Employee on layoff occupies a temporary position, the twelve (12) month period shall be suspended during their temporary position and shall recommence upon the termination of the temporary position for the balance of the twelve (12) month recall period.

24.07 Casual Shifts

- (a) Regular Employees who have been reduced in regular hours of work through the application of Article 24, and Employees on layoff shall indicate in writing on a monthly basis to the Employer their availability to work casual shifts (i.e. work opportunities of three (3) months or less).
- (b) Casual shifts shall be offered to Employees by seniority provided that the Employees have the skills, training, knowledge and ability to perform the work.
- (c) Regular Employees who have been reduced in regular hours shall be given first opportunity to casual shifts. Regular Employees on full layoff who refuse casual shifts may do so without adversely impacting their recall rights.

24.08 Severance

Commencing on the date of ratification of this agreement, in the event of layoff resulting in permanent reductions of regular Employees, notice or pay in lieu of notice shall be granted at the rate of one (1) week per year to a maximum of eight (8) weeks.

ARTICLE 25
DISCIPLINE, DISMISSAL and RESIGNATION

- 25.01 The Employer may discipline, suspend or dismiss an Employee for just cause only.
Unsatisfactory conduct and / or performance by an Employee may be grounds for discipline up to, and including, immediate dismissal.
In the event an Employee is given a written warning, it shall be within ten (10) days of the date the Employer concludes their investigation. A written warning that is grieved and determined to be unjustified shall be removed from the Employee's record.
- 25.02 In the event an Employee receives discipline, the Employer shall provide written reasons for such discipline to the Employee and the Union (Membership Services Officer).
- 25.03 By an appointment made at least one (1) working day in advance, an Employee and / or their Union representative, shall have access to their personnel records during the grievance process or at least once per year, in the presence of the Executive Director or their designate.
- 25.04 The Employer will schedule a disciplinary discussion or investigation with an Employee, where such investigation is under the discretionary control of the Employer, by giving reasonable advance notice. The Employer will advise an Employee of their right to be accompanied by a Union Representative at such discussions or investigations.
- 25.05 An Employee who has been subject to disciplinary action may after twenty-four (24) months of continuous service from the date the disciplinary measure was invoked, their personnel file be deemed cleared of any record of the disciplinary action provided the Employee's file does not contain any further record of disciplinary action during the twenty-four (24) months period.
- 25.06 In the event an Employee is reported to their licensing body by the Employer, the Employee shall be so advised, and a written copy shall be forwarded to the Union.
- 25.07 An Employee absent for three (3) consecutive workdays without notifying the Employer, shall be considered to have vacated their position except where the Employee subsequently provides reasons acceptable to the Employer.
- 25.08 Fourteen (14) calendar days' notice in writing shall be given by the Employee resigning from the Employer.

ARTICLE 26
OCCUPATIONAL HEALTH & SAFETY

- 26.01 A Committee will be established to consider matters of Occupational Health and Safety.
- 26.02 The Committee shall meet at least quarterly or more frequently if required by either party at a mutually acceptable hour and date. Where possible, meetings shall be scheduled concurrent with committee members' scheduled shifts.
- 26.03 The Committee shall be established, and the Union will have the right to designate up to three (3) members of the bargaining unit as a member of this committee, provided the committee is made up of an equal number of Union and Employer representatives. The committee shall be jointly co-chaired.
- 26.04 The basic rate of pay will be paid to such Employee for time spent in attendance at a meeting of the Committee.
- 26.05 The Employer agrees to abide by the terms of the *Occupational Health and Safety Act*.
- 26.06 An Employee's rights shall be respected in accordance with the *Occupational Health and Safety Act*.

ARTICLE 27
LEAVES OF ABSENCE

27.01 **GENERAL CONDITIONS:**

- (a) Requests for a leave of absence, without pay or benefit of Employer Contributions will, where possible, be made in writing to the Executive Director/Manager six (6) weeks in advance, except that in extenuating circumstances the time factor may be waived or reduced. The granting of leaves of absence is subject to the approval of the Employer. Except in exceptional circumstances, the Employer will reply, in writing, to a request for leave of absence within fourteen (14) days of receipt of the request.
- (b) Except in extenuating circumstances, an Employee who has been granted leave of absence and overstay the leave without permission of the Employer shall automatically terminate her employment with the Employer.
- (c) Employees shall not be entitled to Named Holidays with pay, which may fall during a period of leave of absence without pay. Vacation and sick leave credits shall not accrue during the leave of absence.
- (d) For the portion of maternity leave during which an Employee has a valid health related reason for being absent from work and who is in receipt of sick leave payments shall be administered in the same fashion as an Employee absent due to illness.
- (e) During leaves of absence without pay of longer than thirty (30) calendar days, subject to approval by the Insurer(s), Employees may elect to maintain coverage of contributory plans specified in Article 30, provided that the Employee makes prior arrangements to pay full premium costs. Employees shall provide post-dated cheques for the premium costs. In the event of failure to remit the full payment required above, reinstatement in any and all plans shall be subject to the enrollment and other requirements of the Underwriter.

27.02 MATERNITY/PARENTAL LEAVE

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

The maternity leave to which a pregnant Employee is entitled is a period of not more than sixteen (16) weeks, however, the Employee may combine the period of maternity with entitlement under parental leave, for a total period of seventy eight (78) weeks.

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

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

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

An Employee requesting an extension of maternity leave and who has unused vacation entitlement may be required to take the vacation pay as a part of or all the period of the extension.

A regular Employee on maternity/parental leave shall provide the Employer with four (4) weeks written notice of readiness to return to work at which time the Employer will reinstate the regular Employee in the same or equivalent position at not less than the same step in the pay scale and other benefits that accrued to the Employee up to the date the Employee commenced leave.

- (c) In the event that during the period of an Employee's maternity leave, the position from which the Employee is on such leave has been eliminated due to reduction of the working force or discontinuation of an undertaking or activity and the Employer has not increased the work force or resumed operations on the expiry of the Employee's maternity leave and the returning Employee does not have sufficient seniority to displace any other incumbent, the name of the Employee will be added to the list of laid off Employees. Upon increasing the work force, resumption of the business, undertaking, or activity, recall or reinstatement to the working force shall be in compliance with the Layoff and Recall Article.

27.03 ADOPTION LEAVE

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

- (c) In the event that during the period of an Employee's adoption leave, the position from which the Employee is on such leave has been eliminated due to reduction of the working force or discontinuation of an undertaking or activity and the Employer has not increased the work force or resumed operations on the expiry of the Employee's maternity leave and the returning Employee does not have sufficient seniority to displace any other incumbent, the name of the Employee will be added to the list of laid off Employees. Upon increasing the work force, resumption of the business, undertaking, or activity, recall or reinstatement to the working force shall be in compliance with the Layoff and Recall Article.

27.04 BEREAVEMENT LEAVE

- (a) In the event of a death of an immediate family member as defined below, an Employee shall be entitled to receive three (3) consecutive days bereavement leave without loss of pay for regularly scheduled shifts lost from work during the period of mourning.

Immediate family means: spouse [same or opposite gender including common-law that has co-habitated with the Employee for at least one (1) year, fiancé(e), child, parent [including step-parent], siblings [including step-brother or sister], current in-law relationships [including mother, father, brother, sister, son or daughter], grandparents and grandchildren.

- (b) Where travel requirements of total travel of more than two hundred and fifty (250) kilometers, or other special circumstances, the Employer may extend bereavement leave by two (2) additional days.
- (c) In the event of a death of another relative or close friend, the Employer may grant one (1) working day off with pay to attend the funeral services.

27.05 COURT APPEARANCE

The Employer shall grant a leave of absence to a Regular Full-Time or Regular Part-Time Employee who serves as a juror or witness in any court, provided evidence of subpoena is submitted to the Employer. The Employer shall pay such a Regular Employee the Employee's regular wage for the scheduled shifts while in such attendance, less the amount paid to the Employee for such attendance at court or for jury selection or duty. The Regular Employee will present proof of service and the amount of pay received.

- 27.06 The Employer shall apply all statutory unpaid leave provisions as outlined under the *Alberta Employment Standards Code*.

ARTICLE 28 **GRIEVANCE PROCEDURE**

28.01 Grievance Definitions

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

A grievance shall be categorized as follows:

- (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 Article 27.05 except in cases of suspension or dismissal which will commence at Step 2; or

- (b) A group grievance is a dispute affecting two (2) or more Employees. Such grievance shall be initiated at Step 1. A group grievance shall list all Employees affected by the grievance and the results of such grievance shall apply, proportionately if applicable, to all Employees listed on the original grievance; or
- (c) A policy grievance is a dispute between the Parties which, due to its nature, is not properly the subject of an individual or group grievance. The Union and the Employer shall have the right to file a grievance based on a difference arising out of the Agreement concerning the interpretation, application administration or alleged contravention of the Agreement.

Such grievance shall be initiated, in writing, within ten (10) days of the date the aggrieved Party first became aware of or reasonably should have become aware of the event leading to the grievance. If the policy grievance is a Union grievance, it shall commence at Step 1. If the policy grievance is an Employer grievance, it shall be directed to the Union and the Union shall render a written reply within ten (10) days of receipt. Upon receipt of response or failure to reply, the Employer may advance the grievance to arbitration.

- 28.02 It is the mutual desire of the parties that complaints of Employees be addressed as quickly as possible.

An Employee has the right to request that a Representative from the Alberta Union of Provincial Employees be present to assist them at any stage of the process.

28.03 **Authorized Representatives**

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

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

28.04 **Time Limits**

- (a) For the purpose of this Article, periods of time referred to in days shall be deemed to mean such periods of time calculated as consecutive calendar days exclusive of Saturdays, Sundays, and Named Holidays which are specified in Article 17 Named Holidays.
- (b) Time limits fixed in this Article may be extended by mutual written agreement between the Employer and Union.
- (c) Should the Employer or Union fail to comply with any time limit in the grievance procedure, the grievance will be considered abandoned, unless the Parties have mutually agreed in writing to extend the time limits.
- (d) Should the Employer fail to comply with any time limits in the grievance procedure, the grievance shall automatically move to the next step on the day following the expiry of the particular time limit – unless the Parties have mutually agreed in writing to extend the time limits.

28.05 In the event of controversy concerning the meaning, application or alleged violation of any provision of this Collective Agreement, the Union and the Employer agree that there must be an attempt to resolve issues prior to progressing a matter to the Grievance Procedure.

If a difference arises between the parties to or persons bound by this Agreement as to the interpretation, application, operation, or contravention or alleged contravention of this Agreement or as to whether such a difference may be the subject of arbitration, the parties agree to meet and endeavor to resolve the grievance in the following manner.

28.06 EMPLOYER /EMPLOYEE DISCUSSION

An Employee having a question or complaint shall refer it to their Immediate Manager within ten (10) days of the occurrence of the grievance or when the Employee(s) reasonably became aware of the occurrence. At this Stage, the Employee(s) may be accompanied by a Union Representative. The Manager shall reply to the Employee(s) and Union, giving the answer to the difference within ten (10) days, in writing, from date of submission.

28.07 Step 1

Failing settlement at the Employer/Employee Discussion stage, the Union and the Grievor shall submit a completed written grievance setting out:

- (a) the name of the Grievor;
- (b) the nature of the grievance;
- (c) the remedy or correction the Employer is requested to make; and
- (d) the section(s) where the Agreement is alleged to have been violated

Such written grievance will be delivered to the Executive Director within ten (10) days following receipt of the reply from the Manager. A grievance hearing will be scheduled within ten (10) days of the written grievance being delivered to the Executive Director. The Executive Director shall render their decision in writing to the Union Representative and the Grievor within ten (10) days after the hearing.

28.08 Step 2

Failing settlement at Step 1, a meeting between the Union Representative and the Regional Director of Operations, or designate, shall hold a hearing within ten (10) days following the receipt of the decision at Step 1 to attempt a successful resolution to the alleged grievance.

Failing settlement at Step 2, the grievance may be referred to arbitration by either party to this Agreement, in accordance with 32.10 below, or, by mutual agreement, to Mediation, in accordance with 32.09 below, within twenty-eight (28) days after the decision is received at Step 2.

28.09 Mediation

- (a) Either party, with the agreement of the other party, may submit a grievance to Mediation at any time within twenty-one (21) calendar days after the Employer's written decision has been rendered at Step 2. Where the matter is so referred, the mediation process shall take place before the matter is referred to Arbitration.
- (b) Mediation will commence at a time mutually agreed
- (c) No matter may be submitted to Mediation, which has not been properly carried through the grievance procedure, provided that the parties may extend the time limits fixed in the grievance procedure.
- (d) The parties shall agree on a Mediator

- (e) Proceedings before the Mediator shall be informal. Accordingly, the rules of evidence will not apply, no record of proceeding shall be made, and legal counsel shall not be used by either party.
- (f) The Mediator will have the authority to meet separately with each party.
- (g) If no settlement is reached following Mediation, the parties are free to submit the matter to Arbitration in accordance with the provisions in the Collective Agreement. In the event that a grievance which has been mediated subsequently proceeds to arbitration, no person serving as the Mediator may serve as an Arbitrator without the permission of both the Union and the Employer. Nothing said or done by the Mediator may be referred to at Arbitration notwithstanding the exception indicated above.
- (h) The Union and Employer will share the cost of the Mediator, if any

28.10 **ARBITRATION**

- (a) The party seeking arbitration shall notify the other party in writing within twenty-eight (28) days of the expired time limit for the last step of the Grievance Procedure, of its intention to proceed to arbitration and shall signify when such notice a list of three (3) suggested arbitrators to act as a Sole Arbitrator. The recipient of the notice shall within ten (10) days inform the other party of agreement to one of the suggested arbitrators or provide a list of three (3) alternate arbitrators.

Where the parties cannot agree on the Sole Arbitrator, either party may request that (Alberta) Mediation Services make the appointment.

- (b) Notwithstanding the foregoing provisions respecting the engagement of a Sole Arbitrator if the parties otherwise agree, a Board of Arbitration shall be chosen to act in the same capacity and having the same powers as a Sole Arbitrator. The party seeking the establishment of a Board of Arbitration shall notify the other party within twenty-eight (28) days of the expired time limit for the last step of the Grievance Procedure, of its intention to proceed to Arbitration and at the same time shall name its nominee.

The recipient of the notice shall, within ten (10) days of the receipt of the notice, name its nominee to the Board of Arbitration.

The two (2) nominees shall endeavour to agree upon a third person to act as Chairperson within fifteen (15) days of the appointment of the second nominee. If the nominees fail to agree on a Chairperson, either one of them may request that the (Alberta) Mediation Services make the appointment.

- (c) The proceedings of Arbitration will be expedited by the parties. The decision of the Sole Arbitrator or Arbitration Board (either majority decision, or where there is no majority, the decision of the Chairperson) will be final and binding upon the parties.
- (d) Each of the parties shall be responsible for the fees and expenses of its nominee and its own witnesses. The fees and expenses of the Chairperson or Sole Arbitrator shall be shared equally by the parties to this Agreement.
- (e) The Sole Arbitrator, or the Board of Arbitration, shall not have any power to alter or change any of the provisions of the Agreement or to substitute any new provisions for any existing provisions nor to give any decision inconsistent with the terms and provisions of the Agreement.

- (f) No person shall be selected as a Sole Arbitrator or Chairperson who has been directly involved in attempts to negotiate or settle the grievance or the Collective Agreement in force at the time the grievance arose, unless mutually agreed to by the Employer and the Union.

ARTICLE 29
EMPLOYEE MANAGEMENT ADVISORY COMMITTEE (EMAC)

- 29.01 (a) An Employee Management Advisory Committee (EMAC) shall be established. The EMAC shall meet at least quarterly, or as requested by either Party.
- (b) The Local / Chapter Representative of the Union shall provide the names of up to three (3) elected Employees and the Employer shall provide the names of up to three (3) appointed Representatives to sit on the EMAC.
- (c) An Employee shall be paid the Basic Rate of Pay for attendance at these Committee Meetings.
- (d) The EMAC will function in accordance with the Terms of Reference established by the Committee.
- (e) Unless otherwise mutually agreed, a request for a meeting will be made in writing at least one (1) week prior to the date proposed and accompanied by an agenda of matters that are to be discussed, which shall not include matters that are properly the subject of grievances or negotiations for the amendment or renewal of the Agreement.

ARTICLE 30
HEALTH CARE BENEFITS AND INSURANCE

30.01 Eligibility

All permanent full-time employees are eligible for benefits after four hundred and fifty (450) hours worked. In order to maintain benefit eligibility, such employees must be regularly scheduled to work a minimum of sixty (60) hours bi-weekly. An enrolment form, to elect their benefits, must be completed no later than thirty-one (31) days after becoming eligible. Otherwise, such an employee will be considered a late applicant and must provide satisfactory evidence of good health before you will be covered, and some benefit limitations may also apply.

30.02 Contributions During Leave of Absence

- (a) The Employer will continue to pay their share of the cost for the benefits plan when the employee is on any approved leave of absence with pay and for the first thirty (30) consecutive calendar days of any approved leave of absence without pay.
- (b) If the employee chooses to retain benefits while on approved leave of absence without pay for a period of more than thirty (30) consecutive calendar days, the employee will be responsible for the Employer's share of the cost of the benefit plan(s) after the first thirty (30) consecutive calendar days. The Employer reserves the right to amend Health and Welfare benefits from time to time.

30.03 The Employer pays 100% of the premium for all benefits.

30.04 Benefit Plan Entitlement Summary

- (a) Basic Life Insurance – Manulife Policy #38950
 - Eligible employees are covered for one times (1X) their annual earnings.
 - Life Insurance reduces to 50% at age 65.
 - Life insurance ceases at the earlier of termination of employment, retirement or age 70.
- (b) Accidental Death & Dismemberment - Manulife Policy #38950
 - The AD&D benefit is an equal amount to the Basic Life Insurance.
 - The AD&D benefit ceases at the earlier of termination of employment, retirement or age 70.
- (c) Dependent Life Insurance
 - Dependent Life Insurance covers an eligible employee's spouse for \$10,000, and each dependent child for \$5,000.
 - Dependent Life insurance ceases at the earlier of termination of employment, retirement or age 70.
- (d) Extended Health Care Plan – Manulife Policy #85776
 - Eligible employees will be reimbursed for ninety percent (90%) of eligible expenses submitted.
 - Drugs legally requiring a prescription (with some limitations). A pay direct drug card will be issued to eligible employees with a \$10.00 dispensing fee cap. Mandatory generic substitution applies.
 - Vision care expenses up to \$175 in a twenty-four (24) consecutive month period.
 - Eye exams covered once in a twenty-four (24) consecutive month period to a maximum of \$50.
 - Medical equipment and supplies.
 - Paramedical practitioners, limited to \$350 per practitioner per year, including chiropractor, speech therapist, podiatrist, clinical psychologist, physiotherapist, osteopath, naturopath and massage therapist.
 - Orthotics and orthopedic shoes, limited to a combined maximum of \$300 per year.
 - Hearing Aids, up to \$300 every 5 years.
 - Private duty nursing up to \$10,000 per year.
 - Out of country emergency medical expenses up to a \$5,000,000 lifetime maximum, including a travel assistance card. The maximum trip duration is 60 days.
 - This benefit ceases at the earlier of termination of employment, retirement or age 75.

- (e) Dental – Manulife Policy #85777
- 80% reimbursement of basic dental expenses, including exams and cleaning once every nine (9) months, x-rays, fillings, endodontics and periodontics.
 - 50% reimbursement of major expenses, including crowns, bridges, dentures.
 - Basic and major expenses are limited to a combined maximum of \$1,500 per person per calendar year.
 - Reimbursement will be based on the prior year's dental fee guide for your province of residence.
 - This benefit ceases at the earlier of termination of employment, retirement or age 75.
- 30.05 Notwithstanding the above summary, where there is discrepancy or disagreement over the application of any of the health and welfare benefits, the terms and conditions of the applicable Manulife Policy will prevail.
- 30.06 The Employer reserves the right to amend Health and Welfare benefits from time to time.

ARTICLE 31 RETIREMENT SAVINGS PLAN

Effective December 31, 2023

- 32.01 The Employer will establish an Employee self-directed, Registered Retirement Savings Plan (RRSP) for Regular Full-time and Regular Part-time Employees (who are normally scheduled to work forty (40) hours bi-weekly or more of the normal work hours in a bi-weekly pay period). Participation will be on a voluntary basis.
- 32.02 Employees on the Employer's payroll as of August 30, 2023 are eligible to enroll in the Plan without any eligibility period. For Employees hired on or after August 30, 2023, the eligibility period is completion of six (6) months service.
- 32.03 Employees who wish to participate will contribute:
- Two percent (2%) per hour worked, matched by the Employer on a dollar-for-dollar basis, of two percent (2%) of regular earnings. Regular earnings (wages) is defined as the basic straight time wages for all hours worked, including:
- (a) the straight time component of hours worked on a holiday;
 - (b) holiday pay, for hours not worked; and
 - (c) vacation pay.

All other payments, premiums, allowances etc. are excluded.

ARTICLE 33 NO CONTRACTING

- 33.01 Except in the case of an emergency, the Employer agrees to give the Union notice in writing, at least ninety (90) days prior to contracting out any work which may result in the layoff of any employee in the bargaining unit. Discussions will commence between the parties within ten (10) days of such notice and every reasonable effort will be made to provide continuing employment for affected employees with the contractor.

WAGE SCHEDULE APPENDIX"A"

| Classification | Steps | Current | January 1, 2021 1.75% | January 1, 2022 1.75% | January 1, 2023 1.25% |
|---------------------------------|--------------------|----------------|--------------------------------------|--------------------------------------|--------------------------------------|
| Housekeeping Aide | Start (0-449) | \$15.99 | \$16.27 | \$16.55 | \$16.76 |
| Dietary Aide | Step 1 (450-1949) | \$16.48 | \$16.77 | \$17.06 | \$17.28 |
| Laundry Aide | Step 2 (1950-3899) | \$16.99 | \$17.29 | \$17.59 | \$17.81 |
| Dishwasher | Step 3 (3900+) | \$17.70 | \$18.01 | \$18.32 | \$18.55 |
| Receptionist | Start (0-449) | \$16.12 | \$16.40 | \$16.69 | \$16.90 |
| | Step 1 (450-1949) | \$16.62 | \$16.91 | \$17.21 | \$17.42 |
| | Step 2 (1950-3899) | \$17.14 | \$17.44 | \$17.75 | \$17.97 |
| | Step 3 (3900+) | \$17.85 | \$18.16 | \$18.48 | \$18.71 |
| Cook | Start (0-449) | \$19.35 | \$19.69 | \$20.03 | \$20.28 |
| Bus Driver | Step 1 (450-1949) | \$19.95 | \$20.30 | \$20.65 | \$20.91 |
| Activity Aide | Step 2 (1950-3899) | \$20.56 | \$20.92 | \$21.29 | \$21.55 |
| Maintenance Aide | Step 3 (3900+) | \$21.42 | \$21.79 | \$22.18 | \$22.45 |
| Health Care Aide | Start (0-449) | \$22.34 | \$22.73 | \$23.13 | \$23.42 |
| | Step 1 (450-1949) | \$23.03 | \$23.43 | \$23.84 | \$24.14 |
| | Step 2 (1950-3899) | \$23.75 | \$24.17 | \$24.59 | \$24.90 |
| | Step 3 (3900+) | \$24.74 | \$25.17 | \$25.61 | \$25.93 |
| Licensed Practical Nurse | Start (0-449) | \$31.10 | \$31.64 | \$32.20 | \$32.60 |
| | Step 1 (450-1949) | \$32.06 | \$32.62 | \$33.19 | \$33.61 |
| | Step 2 (1950-3899) | \$33.05 | \$33.63 | \$34.22 | \$34.64 |
| | Step 3 (3900+) | \$34.43 | \$35.03 | \$35.65 | \$36.09 |

RETRO ACTIVITY

Retroactive pay to be paid only to active employees as of the date of this Award and shall be for all hours worked from the date of Certification.

All employees receiving a wage rate which is above the awarded wage rates, shall be maintained at their current rate of pay until the wage schedule for their classification surpasses their current rate of pay.

LETTER OF UNDERSTANDING

between

LE1016 Revera Retirement LP
Operating as "McConachie Gardens"
and the

ALBERTA UNION OF PROVINCIAL EMPLOYEES

Re: LPN Overtime

WHEREAS the Parties wish to improve the reporting/endorsement process,

WHEREAS the Parties have agreed to LOA (LPNs) Hours of Work as follows:

FOR LICENSED PRACTICAL NURSES

The normal workday is seven point seven five (7.75) hours per day, and the normal work week for all Full-time Employees is thirty-eight point seven five (38.75) hours and seventy-seven point five (77.5) hours bi-weekly.

THEREFORE:

OVERTIME DEFINED FOR LICENSED PRACTICAL NURSES

Overtime is all time authorized by the Employer and worked by an Employee in excess of seven point seventy-five (7.75) hours in a day or seventy seven (77) hours in a bi-weekly per pay period.

This will take effect immediately.

Executive Director

LE1016 Revera Retirement LP

Date

July 31/2025

President

ALBERTA UNION OF PROVINCIAL
EMPLOYEES

July 30, 2025

Date

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



Executive Director

Revera Retirement LP by its general partner
REVERA RETIREMENT GENPAR INC.
Operating as "McConachie Gardens"

June 21/2024

Date



President

ALBERTA UNION OF PROVINCIAL
EMPLOYEES

October 10, 2024

Date

National Director, Labour Relations

Revera Retirement LP, by its general partner
REVERA RETIREMENT GENPAR INC.
Operating as "McConachie Gardens"

Date