



## **COLLECTIVE AGREEMENT**

**BETWEEN**

**POINTS WEST LIVING  
DRAYTON VALLEY LTD**

**AND THE**

**ALBERTA UNION OF PROVINCIAL EMPLOYEES  
LOCAL 047 CHAPTER 064**

**EFFECTIVE:  
JANUARY 11, 2023 – DECEMBER 31, 2023**

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## **PREAMBLE**

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

- (a) to establish and maintain harmonious relations between the Employer and the Union;
- (b) to provide for a prompt and orderly method of settling disagreements which may arise under this Agreement;
- (c) to encourage efficiency in operation;
- (d) to provide a high standard of care for Residents to meet their physical, emotional, psychological and spiritual needs in a safe comfortable environment;

NOW THEREFORE THIS COLLECTIVE AGREEMENT WITNESSETH:

**ARTICLE 1**  
**TERM OF AGREEMENT**

- 1.01 This collective agreement shall be in force and effect from January 11, 2023 to December 31, 2023, and from year to year thereafter unless amended or terminated.
- Notification of desire to amend or terminate may be given in writing by either party to the other party during the period between sixty (60) and one hundred and twenty (120) days prior to its expiration.
- 1.02 Where notice to commence collective bargaining is served under 1.01 above, this Agreement shall remain in full force and effect as per the bridging provisions of the *Labour Relations Code*.
- 1.03 Any notice required hereunder to be given, shall be deemed to have been sufficiently served if personally delivered or mailed in a prepaid registered envelope addressed:
- In the case of the Employer to:
- Points West Living Drayton Valley Ltd.  
Attn: General Manager  
5804 Power Center Blvd.  
Drayton Valley, AB T7A 0A5
- and in the case of the Union to:
- The President  
Alberta Union of Provincial Employees  
10025 – 182 Street NW  
Edmonton, AB T5S 0P7

**ARTICLE 2**  
**DEFINITIONS**

*\*note: alphabetize during proofing.*

- 2.01 "Code" means the *Labour Relations Code*, as amended from time to time.
- 2.02 "Arbitration" shall take meaning from the section of the *Code* dealing with the resolution of a difference.
- 2.03 "Union" shall mean the Alberta Union of Provincial Employees (AUPE). In the event of a change of name of the aforementioned Union, the subsequent name shall be recognized.
- 2.04 "Basic Rate of Pay" shall mean the applicable step in the Employee's classification as set out in the Hourly Rate Appendix, exclusive of all premium payments.
- 2.05 "Continuous Service" shall mean the period of employment commencing on the latest date of employment within the bargaining unit that is not interrupted by

termination or dismissal.

2.06 "Employee" shall mean a person covered by this Collective Agreement and employed by the Employer who are within the bargaining unit for whom the Union is recognized pursuant to Certificate Number C2105-2023, issued in accordance with the *Alberta Labour Relations Code*.

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 a continuing nature:
  - (i) "Full-Time Employee" is one who is regularly scheduled to work the full specified hours in Article 10 - Hours of Work of this Collective Agreement;
  - (ii) "Part-Time Employee" is one who is regularly scheduled for less than the full specified hours in Article 10 - Hours of Work of this Collective Agreement.
- (b) "Casual Employee" shall mean an Employee 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 an as and when required 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. A request by the Employer to extend the time limit shall not be unreasonably denied by the Union; 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.

2.07 "Employer" shall mean Points West Living Drayton Valley Ltd.

2.08 "General Manager" shall mean the person who is responsible for the day-to-day operation of Points West Living Drayton Valley Ltd. In the absence of the General Manager an appointed alternate shall be designated to act in their capacity.

2.09 "Shift" shall mean the hours to be worked on a given day.

2.10 "Shift Schedule" means the work schedule of off-duty and on-duty shifts based on the approved Master Service Time Rotation.

"Master Service Time Rotation" means the master schedule consisting of a rotational set of shifts, assigned over a consistent period. The Master Service Time Rotation will repeat itself up to a maximum of a twelve (12) week period.

2.11 "Union Representative" means a representative from the Union authorized by the Union to act on behalf of an Employee.



- 2.12 "Union Steward" shall be the official representative of the Union at the Site.
- 2.13 "Local" means Local 047 of AUPE.
- 2.14 "Chapter" means Chapter 064, which is a subset of AUPE Local 047.
- 2.15 "Bargaining Unit" shall mean the unit of Employees as described on the Labour Relations Board Certificate C2105-2023.
- 2.16 "Position" shall mean the employee status, the classification, and the Full-Time Equivalency (FTE).
- 2.17 "Classification" refers to the current classifications in the bargaining unit that are listed in Schedule "A" of this agreement.
- 2.18 "FTE" means Full-Time equivalent.
- 2.19 "bi-weekly" shall mean the two calendar weeks constituting a pay period. A pay period commences on Sunday and ends on Saturday.
- 2.20 "Chapter Chairperson" means the Component Officer of the Union elected by the Chapter membership.
- 2.21 "Weekend" shall mean a Saturday and the following Sunday, assuring a minimum of fifty-six hours off duty.
- 2.22 "Site" shall mean the physical entity Points West Living Drayton Valley.

### **ARTICLE 3**

#### **OCCUPATIONAL HEALTH AND SAFETY COMMITTEE (OHS)**

- 3.01 An OHS Committee shall be established at the workplace which is composed of an equal number of Union and Employer representatives, with a maximum of four (4) for each party. The Committee shall hold meetings at least once quarterly at a mutually acceptable hour and date, or more frequently if requested by the Union or by the Employer to jointly consider monitoring, inspecting, investigating, reviewing and improving health and safety conditions and practices. An Employer Labour Relations or Human Resources representative may attend the meetings. An AUPE Staff Representative may attend the meetings. The applicable rate of pay will be paid to each Employee for time spent in attendance at a meeting of this committee.
- 3.02 The Committee will establish terms of reference consistent with the *Occupational Health and Safety Act*.
- 3.03 Minutes of each meeting shall be taken and shall be approved by the Employer and the Union prior to circulation and posting on the OHS bulletin board.
- 3.04 Both parties may, by mutual agreement, increase the size of the committee and invite guests.
- 3.05 The Committee shall be co-chaired by one union representative and one employer representative.
- 3.06 The purpose of the Committee is to consider matters arising with respect to Occupational Health and Safety in the workplace, and recommend corrective action, program changes or promote Health and Safety measures. The committee will make recommendations to the Employer in that regard. The committee will function in accordance with the regulations published pursuant to the *Alberta*

*Occupational Health & Safety Act* or such other safety rules and practices as mutually agreed.

- 3.07 The Committee shall also consider measures necessary to ensure the security and safety of each Employee while at work on the Employer's premises.
- 3.08 The Union will make every reasonable effort to designate a member from a variety of departments.
- 3.09 The Union and the Employer agree to encourage Employees to cooperate fully in the observation and participation of all safety rules and procedures.
- The Employer shall have in place harassment and working alone policies, which shall be reviewed annually by the Occupational Health and Safety Committee.
- 3.10 Every effort will be made to cover the work of the committee members while attending the OHS meetings during a scheduled Shift.

#### **ARTICLE 4**

##### **UNION RECOGNITION AND UNION REPRESENTATION**

- 4.01 The Employer recognizes the Alberta Union of Provincial Employees as the sole and exclusive collective bargaining agent on behalf of all Employees included in the Certificate #C2105-2023 issued by the Alberta Labour Relations Board as may be amended from time to time.
- 4.02 No Employee shall be required or permitted to make any written or verbal agreement, which may be in conflict with the terms of this Collective Agreement.
- 4.03 The parties shall exchange lists of designated persons who may generate or receive correspondence arising out of the administration of the Collective Agreement. The lists shall be updated as changes occur.
- 4.04 Persons whose jobs are not in the bargaining unit shall not work on a job which is included in the bargaining unit, except in an emergency or when a Regular employee is not available or for the purposes of training or instruction, and provided the act of performing the work does not reduce the hours of pay or work of any regular employee.
- It is understood that the excluded personnel if qualified, as part of their duties, have the right to occasionally do the work of Employees covered by this Agreement or for the purposes of instructing new Employees and for filling Shifts from time-to-time if no regular employee is available.
- 4.05 It shall be the responsibility of the Employee to keep the Employer informed of their current address in case it is necessary to notify the Employee of any matter under this Agreement. Notices may be given personally or by registered mail addressed to the Employee at their last known address shown on the payroll system. Such notice shall be deemed to have been given on the date the notice was hand delivered or registered with Canada Post.
- 4.06 (a) The Union agrees that it will not conduct Union business on the Employer premises without the Employer's prior approval.
- (b) The Employer shall grant Union Representatives access to its premises for Union business subject to prior approval of the General Manager or their designate.

- (c) Union membership meetings shall not be held on the Employer premises without the prior approval of the Employer.
- (d) The Union Representative shall notify the Employer in writing of the name of each Union Steward and Chapter Chairperson.

4.07 Representative of the Alberta Union of Provincial Employees

Employees shall have the right at any time to have the assistance of a Representative of the Alberta Union of Provincial Employees when dealing with the Employer on matters related to labour relations issues, investigations or potential discipline or termination.

- 4.08 No individual Employee or group of Employees shall undertake to represent the Union at meetings with the Employer without proper authorization of the Union. In accordance with 4.03, the Union will provide the Employer a list of those Stewards authorized to handle grievances, bargaining or otherwise represent Employees. Stewards shall not leave their duties to perform Union business without the prior approval of the General Manager. Permission will not be unreasonably withheld.

4.09 Union Orientation

The Union Chapter Chairperson or their designate shall be given the opportunity to have a fifteen (15) minute orientation meeting with all new Employees. This presentation shall occur during the first three (3) months of employment and, preferably, at the Employer's orientation of new Employees. The Employer will advise the Union of the date, time and location of the new employee orientation.

4.10 Bulletin Boards

The Employer shall provide a bulletin board in the staff room so that all Employees can have access to it. It is not the intention of the Union to post anything objectionable or offensive.

- 4.11 While acknowledging the responsibility of safety in the workplace, an Employee shall have the right to wear or display the recognized insignia of the Union no larger than five (5) inches by five (5) inches, while on duty. No Union insignia shall be displayed on the Employer's equipment or property.

**ARTICLE 5**

**APPLICATION**

- 5.01 The Collective Agreement shall apply to all Employees covered by certificate number C2105-2023, issued in accordance with the *Alberta Labour Relations Code*.
- 5.02 Employees shall be compensated for work performed in accordance with the schedule of Basic Rates of Pay as set out in the Salaries Appendix, be bound by other provisions of employment, and qualify for such benefits in accordance with the provisions set out in this Collective Agreement.
- 5.03 In the event any provision of this Collective Agreement is in conflict with any present or future statute of the Province of Alberta applicable to the Employer, the section so affected shall be altered or amended forthwith in a manner agreeable to both Parties so as to incorporate required changes. Such action shall not affect any other provisions of this Collective Agreement.
- 5.04 Any changes deemed necessary in the Collective Agreement shall be made by

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

## **ARTICLE 6**

### **MANAGEMENT RIGHTS**

6.01 The Employer reserves all rights not restricted by this Collective Agreement.

## **ARTICLE 7**

### **DUES DEDUCTIONS**

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

7.02 Such deductions shall be accompanied by a list that indicates newly hired and terminated Employees and specifies the following Employee details:

- (a) name;
- (b) mailing address;
- (c) classification and position;
- (d) department;
- (e) status (Regular Full-Time, Regular Part-Time, Temporary, Casual);
- (f) hourly rate of pay and Full-Time equivalency (FTE);
- (g) the amount of deduction for the reporting period;
- (h) the Employee's gross pay; and
- (i) long-term absence status (where applicable).

7.03 The Employer agrees to show the total amount of Union dues on the Employee's T-4 slips.

7.04 (a) The Union shall advise the Employer in writing of any changes in the amount of dues to be deducted from the Employees covered by this Collective Agreement. Such notice shall be provided at least thirty (30) calendar days prior to the effective date of change.

(b) The Union will save the Employer harmless from any claims that may arise from any action taken at the request of the Union.

**ARTICLE 8**  
**RESPECTFUL WORKPLACE**

- 8.01 The Employer or the Union shall not discriminate at any time against any Employee on account of creed, colour, nationality, ancestry or place of origin, political beliefs, gender, gender identity, gender expression, sexual orientation, marital status, physical or mental disability, source of income, family status, age or because of their connection with trade Union organizations, 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.
- 8.02 The Union and the Employer recognize the right of the Employees to work in an environment free from harassment, bullying, violence. The Employer shall have a Policy available to all Employees and should the Employer modify the policy, the Union will be notified forthwith.
- 8.03 Workplace Harassment is inappropriate, unwelcome, or coercive behaviour in the workplace based on one (1) or more of the grounds which occurs by one (1) individual towards another, where the behaviour is known, or reasonably ought to be known, to be unwanted or unwelcome. Harassment may be a single or series of incidents and may take verbal, written, graphic, or physical forms (inclusive of cyber contact). It also includes but is not limited to bullying and workplace violence.
- 8.04 When an incident of workplace harassment or discrimination is alleged, it shall be investigated in accordance with the Employer's policies. Investigations will be concluded within ninety (90) calendar days from the date of the complaint unless documented circumstances warrant an extension and agreement from the Union is received.
- 8.05 The General Manager, in consultation with the Human Resource representative, shall ensure that the complainant, respondent and Union Representative are informed in writing of the outcome of the harassment or discrimination investigation.
- 8.06 The Employer will not tolerate any form of retaliation against an Employee who, in good faith, makes a complaint of harassment or discrimination. Frivolous complaints or false allegations may be dealt with according to the Employer's policies.
- 8.07 English Language Use
- The Union and the Employer recognize the diversity of the workplace and the multi-cultural and linguistic composition of the workforce. Employees shall speak the English language while on employer-paid time unless required otherwise for the care of the resident. However, while on unpaid time, Employees may speak any language provided that they are not in the residents' rooms or the common or service areas at the workplace.
- 8.08 Nothing in this Article prevents Employees who believe they are being harassed or discriminated against from filing a grievance or a complaint under the Alberta Human Rights Act.

## **ARTICLE 9**

### **CLASSIFICATION AND JOB DESCRIPTION**

9.01 The Employer agrees to provide the Union with the current job descriptions within sixty (60) days of the signing of this Agreement, which the Employee shall read, date and sign and return to the Employer.

The Employer shall provide, upon hire, each new Employee with a copy of the job description applicable to their position. The document shall be signed by both the Employee and the Employer. Upon any changes made to the job description, the affected Employee(s) shall receive and sign the updated copy.

9.02 **New Classifications or Changes In Classification**

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

## **ARTICLE 10**

### **HOURS OF WORK AND WORK SCHEDULES**

10.01 (a) **Full-Time Hours – Other than LPN**

- (i) Hours of work shall be seven and one half (7 1/2) hours or eight (8) hours per day, exclusive of unpaid breaks and overtime; and
- (ii) Thirty-seven and one half (37 1/2) hours per week or forty (40) hours per week as applicable by classification averaged over one complete cycle of the Shift schedule; and
- (iii) The bi-weekly work period shall consist of seventy-five (75) hours bi-weekly or eighty (80) hours bi-weekly as applicable by classification.

(b) **Full-Time Hours – LPN**

- (i) Hours of work shall be twelve (12) hours per day as inclusive of a paid meal break during which the Employee must remain at the site; and averaged forty-two (42) hours per week; and
- (ii) Except where overtime is necessitated, maximum on-site hours shall not exceed twelve (12) hours per day, as determined by the start and finish times of the Shift; and
- (iii) Eighty-four (84) hours of work averaged over a two (2) week work period.

10.02 **Rest and Meal Periods**

(a) **Other than LPN**

- (i) During each scheduled day or evening Shift of five (5) hours or more, an Employee is entitled to one (1) unpaid meal period of thirty (30) minutes.

- (ii) During each night Shift of five (5) hours or more, an Employee is entitled to one (1) paid meal period of thirty (30) minutes.
- (iii) For each period of three hours worked, an Employee shall be entitled to a fifteen (15) minute paid rest period.
- (b) LPN's working the twelve (12) hour extended work day as regular hours of work and shall be deemed to:
  - (i) include as scheduled by the Employer, two (2) paid rest period of fifteen (15) minutes during each full period of twelve (12) hours; and
  - (ii) include two (2) thirty (30) minute paid meal periods as scheduled by the Employer. Two (2) or more meal breaks or rest periods may be combined by agreement between the Employee and the Employer.
- (c) If the Employer requires an Employee to be readily available for duty during their unpaid meal break, or is not permitted to leave the Site, the Employee shall be so advised in advance and be paid for that break period at the Employee's Basic Rate of Pay.
- (d) If the Employer requires an Employee to work during their unpaid meal break or during their rest period, the Employee shall be given an unpaid meal break or rest period later in the Employee's Shift. Where it is not possible to take their unpaid meal break or rest period, they shall be paid at one and one half (1 ½ X) times their Basic Rate of Pay for the length of the break.
- (e) All scheduled Employees can be assigned by the Employer between **Cottages\*** during their shifts as deemed by operational requirements without impacts to their unpaid break(s) or paid rest periods.

#### 10.03

##### Shift Schedules

- (a) The Shift schedules shall be posted on a notice board, at least eight (8) weeks prior to the effective date of the schedule and shall follow the Shift Cycle.
- (b) Shift schedules for Regular and Temporary Full-Time and Part-Time Employees shall provide for the following:
  - (i) not less than twelve (12) hours off duty between Shifts;
  - (ii) not more than ten (10) days worked in a fourteen (14) calendar day period;
  - (iii) not more than six (6) days worked in a row without the mutual agreement of the Employee and the Union;
  - (iv) a maximum average of thirty-seven and one half (37 1/2), forty (40) or forty-two (42) hours worked per week based upon the classification;
  - (v) not more than seven and one half (7 1/2) hours per day or eight (8) hours per day or twelve (12) hours per day based on the classification and unless otherwise agreed to by the Employee, the Employer, and the Union;

- (vi) two (2) days off per week based upon the position's master rotation which includes two (2) weekends in a five (5) week period.
- (c) Should (a) and/or (b) not be followed, the Employee shall be entitled to Overtime rates of pay.
- (d) When a change is made in the Shift schedule by the Employer, the Employee shall be informed as soon as the change is made. When the change is made with less than ten (10) calendar days' notice of the changed shift, the Employee shall be paid at one and one half (1 ½ X) times their Basic Rate of Pay for the first shift of the changed schedule.
- (e) Where possible, requests for specific days off shall be submitted to the General Manager no less than ten (10) calendar days before the posting of the schedule.

10.04

Shift Exchange

- (a) Regular Full-Time, Part-Time and Temporary Employees may exchange Shifts amongst themselves provided that:
  - (i) the exchange is agreed to, in writing on the required form, between the affected Employees; and
  - (ii) the request is submitted to the General Manager or designate at least twenty-four (24) hours in advance of the exchange;
  - (iii) prior approval in writing of such exchange has been given by the General Manager or designate; and
  - (iv) if so approved, the exchange shall be completed within a fourteen (14) day period; and
  - (v) The Shift exchange is recorded on the Shift schedule.
- (b) A Shift exchange shall not be deemed a violation of the provisions of this Agreement and shall not result in overtime compensation or payment, or any other claims on the Employer by an Employee under the terms of this Agreement.

10.05

Allocation of Additional Hours of Work

- (a) Regular Part-Time Employees who wish to be considered for additional hours of work shall advise the Employer, in writing, as to their availability 30 days prior to the start of the month.
- (b) All hours will be offered by seniority in a fair and equitable manner within the appropriate classification each day amongst the available Regular Part-Time Employees who have requested additional hours of work.
- (c) The Employer is not obligated to offer extra hours to a Part-Time Employee in situations in which the Employer may incur overtime costs.
- (d) Preference for additional hours of work shall be given to available Regular Part-Time Employees prior to Casuals who have requested additional hours of work.
- (e) Such Employees shall endeavour to provide at least two (2) weeks written notice that they no longer wish to be considered for extra Shifts.
- (f) The Basic Rate of Pay will prevail for additional hours of work when a Regular Part-Time Employee agrees to work beyond the Employee's



scheduled hours subject to Article 11. Part-Time Employees required to work additional hours shall be paid as per Article 11.

10.06 The Employer is not obligated to follow Clause 10.05 when the Shift is deemed emergent.

An emergent Shift is defined as the immediate 24-hour period, and /or Shifts that, as of Friday morning, are vacant for the immediate weekend and Day Shifts on Monday. In the event of a long weekend, the definition of emergent Shifts will be expanded to include the three (3) day weekend.

10.07 The Basic Rate of Pay will prevail for Casual Employees beyond the Employee's scheduled hours, provided:

- (a) the assignment is accepted;
- (b) the hours worked do not exceed seven and one-half (7 1/2) hours or eight (8) hours or twelve (12) hours per day based upon the classification;
- (c) the hours worked do not exceed seventy-five (75) hours or eighty (80) hours or eighty-four (84) hours over a period of fourteen (14) calendar days;
- (d) Casual Employees do not work in excess of six (6) consecutive days without days off without the mutual agreement of the Employee and the Union;
- (e) Casual Employees do not work in excess of ten (10) days in a fourteen (14) day period; and
- (f) not less than twelve (12) hours off between Shifts;

10.08 Minimum Hours for a Shift

- (a) A Shift shall be a minimum of three (3) hours.
- (b) If an Employee reports for work and is sent home, they shall be paid a minimum of three (3) hours pay at their Basic Rate of Pay.

10.09 Casual Employees

- (a) To maintain eligibility to be offered Shifts, Casual Employees shall provide their written availability to the General Manager month by month at the beginning of each month. Failure to provide availability shall result in the Casual Employee not being offered Shifts and being "inactive".
- (b) A Casual Employee who is inactive or otherwise unavailable for two (2) months, except for illness or other reasons acceptable to the Employer, shall result in the Casual Employee being processed as having resigned from their position.
- (c) A Casual Employee who refuses three (3) Shifts in a one-month period despite having submitted availability, and except for illness or other reasons acceptable to the Employer, shall be processed as having resigned from their position.

10.10 On the date fixed by proclamation, in accordance with the *Daylight Savings Time Act*, of conversion to Mountain Standard Time, employees who are required to work beyond their scheduled 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 affected with the appropriate deduction in regular earnings.

## **ARTICLE 11**

### **OVERTIME**

- 11.01 (a) Overtime is all time authorized in advance by the General Manager or designate in excess of seven and one half (7 1/2) hours per day or eight (8) hours per day or twelve (12) hours per day, or seventy-five (75) or eighty (80) hours, or eighty-four (84) hours (based upon the classification) in a two-week rotation period.
- (b) All prior authorized overtime shall be paid at the rate of one and one-half times (1 1/2 X) the Basic Rate of Pay for all hours that are worked.
- (c) The Employer shall not unreasonably deny authorization after the fact for overtime worked where such overtime has arisen as a result of unforeseeable circumstances in which it is impossible to obtain prior authorization.

11.02 Employees shall not be required to reduce regular Shifts to equalize any overtime worked.

11.03 **Time Off In Lieu Of Overtime**

- (a) Overtime may be accumulated to a maximum of forty-two (42) hours and taken as time off at a mutually acceptable time at the applicable premium rate. Time off not taken by March 31<sup>st</sup> in any given year shall be paid out unless otherwise mutually agreed. Such request to carry over lieu time shall be submitted by the Employee in writing prior to March 31<sup>st</sup> and shall not be unreasonably denied.
- (b) The Employee shall be paid for the time taken off in lieu of overtime pay at the same rate the Employee would have been paid wages had the Employee worked those hours on a normal working day.
- (c) If time off in lieu of overtime pay is not provided and taken in accordance with the foregoing, the Employee will be paid overtime pay in accordance with Article 11.

11.04 **Call Back**

When an employee is required to report to work, outside their normally scheduled shift they shall receive a minimum of three (3) hours of the basic rate of pay or the applicable overtime rate, whichever is greater.

## **ARTICLE 12**

### **SHIFT DIFFERENTIAL**

12.01 **Evening Shift**

Effective January 11, 2023:

Employees shall be paid an evening shift differential of two dollars and seventy-five cents (\$2.75) per hour for all hours worked within the period fifteen hundred (1500) hours to twenty-three hundred (2300) hours.

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

Effective December 31, 2023:

Employees shall be paid an evening shift differential of three dollars (\$3.00) per hour for all hours worked within the period fifteen hundred (1500) hours to twenty-three hundred (2300) hours.

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

12.02 Night Shift

Effective January 11, 2023:

Employees shall be paid a night shift differential of three dollars and thirty cents (\$3.30) per hour for all hours worked within the period of twenty-three hundred (2300) hours to zero seven hundred (0700) hours.

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

Effective December 31, 2023:

Employees shall be paid a night shift differential of four dollars (\$4.00) per hour for all hours worked within the period of twenty-three hundred (2300) hours to zero seven hundred (0700) hours.

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

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

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

## ARTICLE 13

### WEEKEND PREMIUM

13.01 Effective January 11, 2023:

Employees shall be paid a weekend premium of two dollars and twenty cents (\$2.20) per hour for all hours worked within a sixty-four (64) hour period commencing at fifteen hundred (1500) hours on a Friday.

Effective December 31, 2023:

Employees shall be paid a weekend premium of three dollars (\$3.00) per hour for all hours worked within a sixty-four (64) hour period commencing at fifteen hundred (1500) hours on a Friday.

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

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

#### ARTICLE 14

##### SENIORITY

14.01 (a) A Regular Full-Time or Regular Part-Time Employee's seniority date shall be the date on which their continuous service commenced within the Bargaining Unit.

(b) Temporary Employees hired for a Regular Full-Time or Part-Time position shall have their seniority backdated to the original date of hire.

(c) A Regular or Temporary Employee whose status changes to a Casual Employee and at a future date changes back to a Regular or Temporary Employee status will have their original seniority date recognized.

14.02 Seniority shall be considered in determining:

(a) assignment of available Shift schedules in the Site, subject to the provisions of Articles 10 (Hours of Work and Work Schedules) and Article 23 (Leave of Absence);

(b) preference of vacation time in Article 24 (Vacation);

(c) layoffs and recalls, subject to the provisions specified in Article 17 (Layoff and Recall); and

(d) in filling vacancies within the bargaining unit subject to the provisions specified in Article 16 (Job Posting, Promotions, Vacancies).

14.03 (a) Seniority shall be considered broken, all rights forfeited, and there shall be no obligation to rehire when:

(i) the employment relationship is terminated by either the Employer or the Employee, or

(ii) eighteen (18) months has expired following lay-off; or

(iii) the Employee retires.

14.04 A Regular Employee filling a Temporary Position/assignment will retain all rights and entitlements of the incumbent Regular Employee being replaced.

14.05 Seniority List

(a) The Employer will maintain a seniority list for each classification, to be posted on the Bulletin Board at the site.

(b) Such seniority lists will be updated and posted not less frequently than every six (6) months following the first (1<sup>st</sup>) of the month following the date of ratification, and will include the Employee's name, classification, Full-

Time equivalent (FTE), seniority date, and date of hire.

- (c) An up-to-date seniority list and a list of Employees on lay-off shall be sent to the Union in January of each year and when any Regular Employee is served notice of lay-off, and such list shall indicate each Employee's classification.

14.06 Seniority Tie-breaker

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

**ARTICLE 15**

**VEHICLE ALLOWANCE**

- 15.01 An Employee who is required to use their personal vehicle on Employer business will be compensated for mileage at a rate of sixty-seven cents (\$0.67) per kilometer.
- 15.02 If an Employee is required to use their personal vehicle on the Employer's business, the Employer shall reimburse the Employee for the incremental cost of "Occasional Business Use" coverage over what the Employee would have paid for their customary private use coverage upon submission of receipts.
- 15.03 When travel is completed, Employees should, in a timely fashion, submit completed expense claim forms to the Employer.

**ARTICLE 16**

**JOB POSTINGS, PROMOTIONS, VACANCIES**

- 16.01 Vacant positions will be posted in the site for ten (10) calendar days. Each posting shall state the following information:
  - (a) responsibilities;
  - (b) qualifications;
  - (c) Basic Rates of Pay;
  - (d) employment status and full-time equivalency;
  - (e) to whom applications should be submitted;
  - (f) competition number; and
  - (g) closing date and time (e.g.: date 12:00 p.m.).
- 16.02 The Employer will provide a copy of all postings to the Chapter Chairperson.
- 16.03 If no suitable applications are received from Bargaining Unit Employees as outlined in 16.05 (b) and (c) and 16.06, by the completion of the posting period, the Employer may fill the vacancy at its discretion.
- 16.04 Until the vacancy is filled, the Employer may fill the vacancy with a Part-Time or Casual Employee pursuant to Clause 2.06. If a position changes from Temporary

to Regular, or from Part-Time to Full-Time, such positions shall be posted in accordance with Clause 16.01.

16.05

Both parties recognize:

- (a) the principle of promotion within the service of the Employer;
- (b) In making appointments and filling vacancies within the Bargaining Unit, the primary factors shall be qualifications, experience, and education, but where such determining factors are relatively equal, seniority shall be the determining factor.
- (c) The qualifications for the posted position or vacancy shall be consistent with the responsibilities specified in the posting.

16.06

In making appointments as a result of a posted vacancy, preferential consideration over outside applicants shall be given to Employees who possess the required qualifications needed to fill the position. In considering internal applicants, the Employer will use the following order of consideration:

- (a) Full-Time and Part-Time Employees;
- (b) Laid off Full-Time and Part-Time Employees;
- (c) Temporary and Casual Employees ordered by date of hire.

16.07

- (a) The Employer shall confirm in writing to the Employee at the time of hire, the employment status, the classification, the Full-Time equivalency (FTE) and rate of pay for the position they are filling.
- (b) The Employer, if requested by the Employee, will discuss with the unsuccessful applicant ways in which they can improve their qualifications for future postings.
- (c) Within seven (7) days of the appointment to a vacant position, the name of the successful candidate will be posted on the Job Opportunities Bulletin Board. The Union and the Chapter Chairperson shall be notified regarding the name of the successful candidate.

16.08

Promotions to Different Classifications Within the Bargaining Unit

Successful applicants to different classifications within the bargaining unit shall serve a trial period of two (2) months for Full-time Employees or three hundred (300) hours worked for Part-Time Employees. During this trial period, the Employee may choose to return, or the Employer may return the Employee, if they prove to be unsatisfactory in the new position, to their former position and Basic Rate of Pay without loss of seniority.

16.09

The foregoing provisions shall be waived and inoperative when placement of an Employee in a job within the bargaining unit is affected to accommodate an Employee.

16.10

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 in obtaining a temporary position shall receive all entitlements and benefits applicable to a Temporary Employee. At the completion of the temporary position term, the Employee shall return to their former position and resume the Casual Employee terms and conditions of employment.

## ARTICLE 17

### LAYOFF AND RECALL

- 17.01 Regular Employees may be laid off in accordance with the provisions of this Article.
- 17.02 Advise Union  
In the event of Layoffs and recalls, the Employer agrees to advise the Union with at least ten (10) days advance notice.
- 17.03 When, in the opinion of the Employer, it becomes necessary to:
- (i) reduce the number of Regular Employees; or
  - (ii) reduce a Regular Employee's regularly scheduled hours of work; or
  - (iii) wholly or partly discontinue an undertaking, activity or service;
- the Employer will notify affected Employee(s) at least fourteen (14) calendar days prior to the date of reduction, except that the fourteen (14) calendar days' notice shall not apply where reduction results from fire, flood, or a work stoppage by Employees not covered by this Collective Agreement.
- 17.04 When Employees are to be laid off, the Employer shall Layoff such Employees in the affected classification in reverse order of seniority.
- 17.05 When an Employee has been given notice of Lay-off or notice of position abolishment, the Employee has the option of:
- (a) accepting a vacant position for which they are qualified, if available;
  - (b) accepting layoff and having the option to work as a Casual Employee while on the recall list; or
  - (c) working as a Casual Employee.
- 17.06 Seniority is lost, all rights are forfeited, and the Employer shall not be obliged to recall an Employee:
- (a) when the Employee resigns or employment is properly terminated; or
  - (b) when the Employee does not return to work on recall within three (3) working days of the stated reporting date, or the Employee cannot be located after reasonable effort on the part of the Employer to recall the Employee; or
  - (c) upon the expiry of eighteen (18) months following layoff during which time the Employee has not been recalled to work.
- 17.07 Recall
- (a) Employees shall be recalled by classification in the order of their seniority.
  - (b) Notice of recall shall be sent by registered mail and by telephone call to the Employee's last known address/phone number. The Employee must respond in writing to the notice within fourteen (14) calendar days of receipt of such notice, of their intention to either accept or decline the offer of recall. In the event that they do not respond to the notice, they shall lose

all seniority and shall have been considered to have resigned their employment.

(c) Severance

- (i) If a permanent Employee has not been recalled within eighteen (18) months from the date of layoff, they shall be entitled to severance pay of two (2) weeks per year of service.
- (ii) Severance pay will not be paid out to an Employee who resigned, retired, failed to return to work when recalled, or whose employment was properly terminated. Severance pay of two (2) weeks per year of service will be paid in the event of closure of the Site.

17.08

Casual Shifts

- (a) Employees on Layoff shall indicate in writing on a regular basis to the Employer their availability to work Casual Shifts.
- (b) Casual Shifts shall be offered to Employees who are qualified to perform the work, in the following order, except where resident care requirements are such that this order is not possible:
  - (i) Full-Time and Part-Time Employees who have been reduced in regular hours of work through the operation of this Article, in order of seniority; then;
  - (ii) Casual Employees who have indicated their willingness to work additional Shifts.
- (c) Employees on Layoff who refuse Casual Shifts may do so without adversely impacting their recall rights.

17.09

Grievances on Layoffs and Recalls

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

17.10

This Article does not apply to Temporary Employees whose employment is terminated at the end of a specific term of employment.

17.11

No New Employees

No new Employees shall be hired for a position while there are Employees on Layoff with seniority who are qualified and available to perform the work.

**ARTICLE 18**

**PROBATIONARY PERIOD AND ORIENTATION**

18.01

A newly hired Employee shall serve a probationary period of five hundred (500) hours worked following the commence of employment with the Employer.

18.02

Probationary Employees shall be provided with an evaluation of their performance at the approximate mid-way point of their probationary period. Should the evaluation result in the Employee being advised of deficiencies, the Employee shall be provided with a plan, which may include additional training, in writing to correct those deficiencies.



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

18.04 New Hire Orientation

The Employer shall provide a paid orientation of three (3) complete Shifts for new Employees and such additional shifts as approved by the General Manager.

**ARTICLE 19**  
**GRIEVANCE PROCEDURE**

19.01 Grievance Definition

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

- (a) an individual grievance is a dispute affecting one (1) Employee. Such grievance shall be initiated at Step 1 of the grievance procedure as outlined in Clause 19.05 except in cases of discipline which will commence at Step 2; or
- (b) a group grievance is a grievance affecting two (2) or more Employees. Such grievance shall be initiated at Step 2 and be processed in the same manner as an individual grievance as outlined in Clause 19.05. A group grievance shall list all Employees affected by the grievance and the results of the grievance shall apply, proportionately if applicable, to all Employees listed on the original grievance; or
- (c) a policy grievance is a dispute between the Parties which, due to its nature, is not properly the subject of an individual or group grievance. Such grievance shall be initiated, in writing, within twenty (20) days of the date the aggrieved Party first became aware of the event leading to the grievance. If the policy grievance is a Union grievance, it shall commence at Step 2. If the policy grievance is an Employer grievance, it shall be directed to the Union President and the President shall render a written reply within five (5) days of receipt. Upon receipt of the response or failure to reply, the Employer may advance the grievance to arbitration.

19.02 Authorized Representatives

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

19.03 Time Limits

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

19.04 Mandatory Conditions

- (a) Should the Employer fail to comply with any time limits in the grievance procedure, the grievance shall automatically move to the next step on the day following the expiry of the particular time limit, unless the parties have mutually agreed in writing to extend the time limits.

- (b) During any and all grievance proceedings, the Employee shall continue to perform their duties, except in cases of suspension or dismissal.
- (c) Should the Union fail to comply with the time limits in this procedure, the grievance shall be considered abandoned, unless the parties agree to extend the time limits.

19.05

#### Steps in the Grievance Procedure

(a) Step 1 – Discussion with General Manager

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

(b) Step 2 - Grievance

If the issue is not resolved at Step 1 above within ten (10) days of the decision of the General Manager, it shall be forwarded in writing by the Union and the Employee, stating the nature of the grievance and redress sought, to the Employer's Representative. The Employer's Representative, within twenty (20) days of receiving the grievance, will arrange to meet with the grievor, as well as their Union Representative/Union Steward, with a view to resolving the grievance and reply in writing within twenty (20) days of this meeting. The reply will be sent to the grievor and the Union Representative. If the grievance is not settled at this stage, it may be advanced to Step 3.

(c) Step 3 - Arbitration

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

19.06

#### Arbitration

- (a) Either party wishing to submit a grievance to arbitration shall, within twenty (20) days of the receipt of the decision at Step 2 of the grievance procedure, notify the other party in writing of its intention to do so and name its appointee to the Arbitration Board, or state its desire to meet to consider the appointment of a single Arbitrator.
- (b) Within twenty (20) days of receipt of notification provided for as above, the party receiving such notice shall:
  - (i) inform the other party of the name of its appointee to the Arbitration Board; or
  - (ii) arrange to meet with the other party in an effort to select a single Arbitrator. Where an agreement cannot be reached on the selection of a single Arbitrator, an Arbitration Board shall be established.
- (c) Where appointees to the Board have been named by the parties, they shall, within twenty (20) days, endeavour to select a mutually acceptable Chairperson of the Arbitration Board. If they are unable to agree upon the

choice of a Chairperson, application shall be made to the Director of Alberta Mediation Services to appoint an Arbitrator pursuant to the provisions of the *Alberta Labour Relations Code*.

- (d) The Arbitration Board shall hear and determine the difference and shall issue an award in writing, and the decision is final and binding upon the parties and upon the Employee(s) affected if the decision of the majority of the Board is the award of the Arbitration Board. Where there is no majority, the decision of the Chairperson shall be the decision of the Board.
- (e) The Arbitration decision shall be governed by the terms of this Collective Agreement and shall not alter, amend, or change the terms of this Collective Agreement.
- (f) Each of the parties to this Collective Agreement shall bear the expense of its appointee to the Arbitration Board. The fees and expenses of the Chairperson or single Arbitrator shall be borne equally by the two (2) parties to the dispute.

## **ARTICLE 20**

### **DISCIPLINE AND DISCHARGE**

- 20.01 The parties recognize the value of progressive discipline. The Employer shall only discipline or discharge for just cause.
- 20.02 Unsatisfactory conduct and/or performance by an Employee may be grounds for discipline up to and including dismissal. Unsatisfactory conduct and/or performance by an Employee, which is not considered by the Employer to be serious enough to warrant suspension or dismissal, may result in a written warning to the Employee.
- 20.03
  - (a) A written warning shall be issued within fifteen (15) calendar days of the date the Employer became aware of, or reasonably should have become aware of the occurrence of the act. The discipline shall provide the specifics of the issue(s) that gave rise to the disciplinary action, provide direction regarding work performance expectations, a timeline for improvement, and indicate that further discipline or dismissal may follow any similar or other infractions. A copy of the written warning shall be placed on the Employee's personnel file. A copy of the written warning shall be forwarded to the Union Representative.
  - (b) The action of suspension or dismissal shall be within fifteen (15) calendar days of the date the Employer became aware of, or reasonably should have become aware of the occurrence of the act. When action involves a suspension, the notice shall specify the time period of the suspension. In the event an Employee is suspended or dismissed, the Employer shall provide written reasons for the suspension or dismissal to the Employee and the Union Representative forthwith and in any event not later than five (5) calendar days of the action being taken.
- 20.04 The Employer shall schedule a disciplinary discussion with the Employee by giving reasonable advance notice, which shall not be less than twenty-four (24) hours. An Employee who participates in an investigation, meeting or interview that could lead to disciplinary action has a right to know the purpose of the meeting, and the time and place of the interview. At such discussion, the Employer

may be accompanied by a Union Representative.

- 20.05 In the event that an Employee is reported to their licensing body by the Employer, the Employee shall be so advised, and unless otherwise requested, a written copy shall be forwarded to the Union forthwith.
- 20.06 The Employee will sign any written notice of discipline for the sole purpose of indicating that they are aware of the disciplinary notice. The absence of the Employees signature does not negate the discipline. Disciplinary letters cannot be added to an employee's file without their knowledge and only after following the process contemplated in this article.
- 20.07 A claim by an Employee that they have been unjustly disciplined or discharged will be treated as an individual grievance, commencing at Step 2 of the grievance procedure, provided the Union, at the request of the Employee, submits their written grievance, dated and signed within ten (10) calendar days after the date of the discipline.
- 20.08 An Employee who has been subjected to disciplinary action shall, after eighteen (18) months of continuous service from the date the disciplinary measure was invoked, have their personnel file cleared of any record of the disciplinary action. Such request shall be granted provided the Employee's file does not contain a related record of disciplinary action issued during the eighteen (18) month period, of which the Employee is aware. The Employer will confirm in writing to the Employee that such action has been affected.
- 20.09 An Employee shall have the right to have a Union Steward or a Union Representative present when disciplinary notice is issued verbally or in writing.
- 20.10 Abandonment of Position  
If an Employee is absent from work for three (3) calendar days or misses three (3) consecutive days of work without reason satisfactory to the Employer, they shall be considered to have abandoned their position and resigned their employment. An employee shall be afforded the opportunity to rebut such presumption and demonstrate that there were reasonable grounds for not informing the Employer.

## ARTICLE 21

### NAMED HOLIDAYS

- 21.01 (a) All Full-Time Employees shall receive the following Named Holidays:
- |                  |                  |
|------------------|------------------|
| New Year's Day   | Thanksgiving Day |
| Family Day       | Remembrance Day  |
| Good Friday      | Christmas Day    |
| Victoria Day     | Boxing Day       |
| Canada Day       |                  |
| August Civic Day |                  |

and other holidays proclaimed by the Federal, Provincial or Municipal Governments.

- (b) Requests for leave without pay on other religious holidays will be considered, provided at least one (1) months' notice of the request is given.
- (c) In order to qualify for Named Holiday pay, Employees must work their full scheduled Shift immediately preceding and immediately following the Named Holiday, except where the Employee is absent due to illness, bereavement leave or vacation or other approved leaves with pay.
- (d) All Part-Time and Casual Employees shall receive Named Holiday pay at the rate of five (5%) percent of the Employees Basic Rate of Pay, Named Holiday pay, and vacation pay earned in the four (4) weeks immediately preceding the Named Holiday.
- (e) All Part-Time and Casual Employees required to work on a Named Holiday shall be paid, in addition to (c) above, one and one half (1 1/2) times their Basic Rate of Pay plus any applicable Shift premiums for all hours worked.
- (f) Notwithstanding the foregoing, while:
  - (i) on Layoff, or
  - (ii) in receipt of compensation from the Worker's Compensation Board, or
  - (iii) on leave of absence in excess of thirty (30) calendar days for any reason an Employee shall not be entitled to:
    - (1) a day off with pay; or
    - (2) payment in lieu thereof for the aforementioned Named Holidays.

21.02 (a) When a Named Holiday falls on a day that is a scheduled workday for a Full-Time Employee, they shall receive the Basic Rate of Pay for their regularly scheduled hours that day, plus for each hour worked, any applicable Shift premium, and one and one-half times (1 1/2X) their Basic Rate of Pay.

(b) When a Named Holiday falls on a Full-time Employee's regularly scheduled day off, the Employee will receive another day off with pay at a mutually agreeable time within thirty (30) days of that holiday or, failing mutual agreement, will be paid their Basic Rate of Pay for their regularly scheduled hours.

(c) When a Named Holiday falls during a Full-Time or Part-Time Employee's vacation period, the holiday either may be added to the Employee's vacation period or may be taken at a subsequent mutually agreeable date.

21.03 Employees who are required to start or end a Shift on a Named Holiday shall receive Named Holiday pay for the actual hours worked on the Named Holiday.

21.04 Every reasonable effort shall be made to rotate the requirement to work Christmas or New Years from year-to-year.

## ARTICLE 22

### SICK LEAVE

- 22.01 Sick leave is an insurance provided by the Employer for the purposes of maintaining regular earnings (exclusive of overtime and other premiums) during absences due to illness or accident for which compensation is not payable under the Worker's Compensation Act, or by quarantine by the Medical Officer of Health.
- 22.02 An Employee shall be allowed a credit for sick leave from the date of employment at the rate of zero point eight five (0.85) of one (1) day for each full month of employment up to a maximum credit of ninety (90) working days. Part-Time Employees shall earn sick leave credits on a pro-rata basis to a Full-Time employee.
- 22.03 (a) Notwithstanding the foregoing, while an Employee is
- (i) on Layoff, or
  - (ii) in receipt of compensation from the Worker's Compensation Board, or
  - (iii) on other leaves of absence in excess of thirty (30) calendar days for any reason
- sick leave credits shall not accrue.
- 22.04 Proof of Illness
- (a) Employees may be required to submit satisfactory verification to the Employer of any claim for sick leave. In the event the Employer requires a verification of illness, payment of sick leave benefits shall not be made until the required verification has been provided. Requests for verification of illness shall be made only in reasonable circumstances.
- (b) In consultation with the Union, the Employer may request, and the Employee shall provide, other documentation related injury or absence from work due to illness.
- (c) Where the Employee must pay a fee for obtaining verification or other information requested by the Employer, the full fee paid by the Employee shall be reimbursed by the Employer upon provision of a receipt.
- 22.05 When an Employee has accrued the maximum sick leave credit of ninety (90) working days, they shall no longer accrue sick leave credits until such time as their total accumulation is reduced below the maximum. At that time, they shall recommence accumulating sick leave credits.
- 22.06 For the purpose of computing sick leave accumulation, the following shall be counted as working days:
- (a) days on which the Employee is on vacation; and
  - (b) days on which the Employee is on leave of absence with pay pursuant to the terms of this Collective Agreement; and
  - (c) days on which the employee is absent attending official Union business for which the Employer is fully reimbursed by the Union.
- 22.07 Employees whose sick leave credits are exhausted shall notify the Employer that they are unable to work and will be placed on a sick leave without pay, subject to Article 22.04.

- 22.08 The return to work of an Employee in accordance with this Article shall not be construed as being in violation of the posting and/or scheduling provisions.
- 22.09 Termination of Sick Leave  
Sick leave benefits will cease on termination of employment, on retirement, or on death.
- 22.10 Sick Leave on Vacation  
Employees who are hospitalized or under a doctor's care while on vacation, shall be entitled to use their sick leave and have their vacation bank replenished for the equivalent number of days, upon production of a valid doctor's note.
- 22.12 Sick Leave During Pregnancy  
Sick leave shall be granted for the health-related portion of an Employee's pregnancy or childbirth. Such leave shall only be approved following production of a medical certificate advising that there were medical reasons that prevented the Employee from doing their duties during the health-related period of their absence.
- 22.13 Casual and Temporary Employees  
Casual and Temporary Employees shall not be entitled to sick leave benefits.

## **ARTICLE 23**

### **LEAVE OF ABSENCE**

- 23.01 General Conditions:
- (a) Requests for a leave of absence, without pay will, where possible, be made in writing to the General Manager/Designate twenty-one (21) calendar days 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 five (5) days of receipt of the request.
  - (b) Except in cases of extenuating circumstances, an Employee who exceeds their approved leave of absence for three (3) calendar days or misses three (3) consecutive days of work without reason satisfactory to the Employer, shall be considered to have abandoned their position and resigned from their 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.
  - (d) Employees granted leave of absence for more than one (1) month may, at the discretion of the Employer, be required to use up accumulated vacation entitlement prior to returning to duty.
  - (e) Subject to the terms, conditions, and limitations of the applicable plans, group insurance benefits shall be provided by the Employer for the first thirty (30) days after the leave begins. Employees will become responsible for the full cost of benefits if they wish the coverage to continue.
- 23.02 The Employer shall provide unpaid leaves of absence in accordance with the requirements of the *Employment Standards Code, Alberta*, as amended. This includes

Compassionate Care Leave, Critical Illness, Death or Disappearance of a Child, Domestic Violence Leave, and Family Responsibility Leave.

23.03 For approved leaves of absence beyond 30 days, health benefits will continue entirely at the expense of the Employee. Employees must make arrangements to pay for the health-related benefits. For short-term leaves of absence which are less than 30 days, the Employer will continue to cover their portion of health benefits.

23.04 No Employee will accumulate sick leave, or earned vacation, nor will other entitlements be paid or accrue while on such leave of absences, other than those outlined below:

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

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

23.06 Bereavement Leave

- (a) An Employee shall be granted four (4) days bereavement leave without loss of regular earnings in the event of the death of the following relatives: Parents, Parents-in-law, Spouse, Child, Step-child, Sibling, Sibling-in-law, Legal Guardian, Common Law Spouse, Step-parent, Child-in-Law, Grandparents of the Employee or the Employee's Spouse, Grandchild, Fiancé.

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

- (b) The Employer shall extend Bereavement Leave up to one (1) additional day with pay when it is necessary for an Employee to travel three hundred (300) kilometers or more one way.

23.07 Maternity Leave

- (a) A Regular Employee who has completed ninety (90) days of employment shall, upon their written request at least four (4) weeks in advance, be granted job protected maternity leave to become effective thirteen (13) weeks immediately preceding the expected date of delivery, or such shorter period as may be requested by the Employee, provided they commence maternity leave not later than the date of delivery. Maternity leave shall not exceed sixteen (16) weeks.
- (b) A pregnant Employee whose pregnancy ends other than as a result of a live birth within sixteen (16) weeks of the estimated due date is entitled to maternity leave. If maternity leave has not already commenced in



accordance with Article 23.07(a), such maternity leave shall commence on the date that the pregnancy ends. Such maternity leave shall end sixteen (16) weeks after the commencement of the leave.

23.08

Parental Leave

- (a) An Employee who has completed ninety (90) days' continuous employment shall, with at least twenty-one (21) calendar days' written notice, be granted leave without pay and benefits for the purpose of adopting a child or for parenting duties following the birth of a child. Parental leave can be taken by the birth mother, the other parent, adoptive parents, or both parents shared between them. Parental leave shall not exceed sixty-two (62) weeks unless mutually agreed otherwise between the Employer and the Employee.
- (b) The Employee may commence parental leave:
  - (i) following the end of their sixteen (16) weeks maternity leave; or
  - (ii) up to two (2) weeks prior to the expected delivery date of the child; or
  - (iii) from any date after delivery or adoption of the child provided that the leave shall end seventy-eight (78) weeks from the birth of the child or date of adoption; or
  - (iv) upon one (1) day's notice for the purposes of adoption, provided that application for such leave was made when the adoption was approved and the Employer is kept informed of the progress of the adoption proceedings.
- (c) An Employee requesting an extension of parental leave and who has unused vacation entitlement may be required to take the vacation pay as a part, or all, of the period of the extension.
- (d) Subject to Article 23.08(e), an Employee on maternity leave or parental leave shall provide the Employer with at least fourteen (14) calendar days' notice of readiness to return to work, following which the Employer will reinstate the Employee 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 they commenced leave.
- (e) In the event that during the period of an Employee's maternity leave or parental 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 working force or resumed operations on the expiry of the Employee's maternity leave or parental 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 working force, resumption of the business, undertaking, or activity, recall or reinstatement to the working force shall be in compliance with Article 17.

23.09

Court Appearance

The Employer shall grant a leave of absence to a Full-Time or 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 an Employee the Employee's normal earnings. Any monies the Employee receives for services, excluding expenses, shall be paid to the Employer. The Employee will present proof of service and the amount of pay received.

23.10

Civic Obligations

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

23.11

Personal Leave

Full-Time and Part-Time Employees shall accrue one point one six percent (1.16%) of hours worked to a maximum of three (3) work days. Where the Personal Leave is requested in advance, the Employer shall provide approval or disapproval in writing within five (5) calendar days.

23.12

Time Off for Union Business

- (a) When it is necessary for a Union member to make a request for a leave of absence without pay to perform the duties of any office of the Local chapter or of the parent association, the application for leave must be made at least two (2) weeks in advance and in writing to the General Manager or designate for approval.
- (b) An employee who is elected to the Chapter executive shall be granted Union business leave for purposes of attending the annual general meeting. The application for leave must be made at least two (2) weeks in advance and in writing to the General Manager or designate for approval.
- (c) The Employer shall not unreasonably withhold leave of absence, without pay, for Employees elected or appointed to represent the Union at Conventions, Workshops, Institutes, Seminars, and Schools or to attend meetings as a member of the Union's Provincial Executive Board or to conduct other union business.
- (d) To facilitate the administration of union leave as provided within this Collective Agreement (Clause 23.12 (a), (b) and (c)), 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 they 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.
- (e) An Employee who is elected for a Full-Time position with the Union shall be granted leave of absence without pay and without loss of seniority for a maximum period of two (2) years. Such leave of absence shall be renewable for a further term upon request. If it is permissible under the Group Life plan and any other benefit 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.
- (f) Negotiations

- (i) Representatives of the AUPE shall be granted time off with pay and without loss of seniority in order to prepare for and participate in negotiations with the Employer; and
- (ii) To facilitate the administration of negotiations leave as provided within this Collective Agreement, where negotiations leave has been granted, the Employer will continue the salary, plus any Shift differential and/or weekend premium the Employee would have been paid had they been at work during such leave.
- (iii) 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.

## **ARTICLE 24**

### **VACATION**

24.01 For the purposes of this Article:

- (a) "Vacation" means annual vacation with pay.
- (b) "Date of Employment" means the date of hire with the Employer.
- (c) "Wages" means Basic Rate of Pay multiplied by hours worked for everything except overtime, general holiday pay, vacation pay upon termination, sick leave pay, personal leave pay, and termination pay.
- (d) Vacation year shall be January to December.

24.02 Time of Vacation

- (a) During each continuous year of service, an Employee shall earn entitlement to a vacation with pay, to be taken in the next following calendar year.
- (b) All vacation earned during one calendar year shall be taken in the following vacation year at a mutually agreeable time.
- (c) Where the number of Employees indicating a preference for a specific period exceeds the number of Employees as determined by the Employer that can be allocated vacation during that period, seniority within the classification shall be the deciding factor. However, the application of seniority shall not be used to overturn vacation period for Employees with less seniority where the Employer has already approved the vacation on an ad-hoc basis.
- (d) Regular Employees shall be granted their choice of vacation periods, however, the final allotment of vacation remains within the responsibility and authority of the Employer.
- (e) A request may be made in writing to the Employer to utilize vacation credits prior to the completion of the calendar year in which the credits are earned. The request shall be subject to the approval of the Employer and shall not exceed the number of vacation days accrued in the calendar year.
- (f) A vacation period may be divided by mutual agreement between the Employee and the Employer.

- (g) An Employee who has less than one year service prior to the first day of November in any one (1) calendar year, shall be entitled to vacation entitlement calculated on the number of months from the date of employment in proportion to the number of months the Employee's service bears to twelve months.
- (h) An Employee shall be entitled to receive their vacation in an unbroken period unless otherwise mutually agreed between the Employee and the Employer.
- (i) An Employee may request that five (5) vacation days be carried over to the next year. The request must be in writing. Such requests shall not be unreasonably denied.
- (j) Employees shall not be required to find their own replacements for vacation leave.

24.03

#### Vacation Entitlement

Full-Time and Part-Time Employees earn vacation entitlement as follows:

From the start of employment but less than three (3) years	Four percent (4%) of gross wages, which equates to ten (10) scheduled working days
Three (3) years but less than Eight (8) years	Six percent (6%) of gross wages which equates to fifteen (15) scheduled working days
Eight (8) years but less than Fifteen (15) years	Eight percent (8%) of gross wages which equates to twenty (20) scheduled working days
More than Fifteen (15) years	Ten percent (10%) of gross wages which equates to twenty-five (25) scheduled working days
More than twenty (20) years	Twelve percent (12%) of gross wages, which equates to thirty (30) scheduled working days

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

24.04

Vacation with pay shall not accrue during periods while:

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

24.05

#### Vacation Pay

- (a) Vacation pay shall be at the rate of pay currently in effect at the time of the vacation.
- (b) Vacation pay shall not be paid out, except upon termination.

- 24.06 All annual vacation requests shall be received by the General Manager or designate.
- 24.07 A vacation list shall be made available to the staff as early as is practical in the new calendar year stating vacation days entitlement available for the current vacation year.
- 24.08 An Employee required by the Employer to return to work during their vacation will receive one and one-half times (1 ½ X) their Basic Rate of Pay for hours worked. In addition to receiving the premium pay, the time so worked will be rescheduled as vacation leave with pay.
- 24.09 Vacation Pay on Termination  
An Employee who resigned or whose service is terminated shall receive vacation pay in lieu of all vacation earned but not taken.
- 24.10 Casual and Temporary Employees  
Casual and Temporary Employees shall receive vacation pay in accordance with the *Alberta Employment Standards Code*.

## ARTICLE 25

### PAY GUIDELINES

- 25.01 Paydays shall be every second Monday.
- 25.02 The Employer shall pay for hours worked in accordance with the hourly wages set forth in Schedule "A" attached hereto and forming part of this Agreement.
- 25.03 Employees shall advance from their initial placement on the salary scale to the next step, if applicable, as set out in the Wage Schedule upon completion of one thousand nine hundred and fifty-five (1,955) hours worked.
- (a) in the case of a Regular Part-Time Employee and a Casual Employee, Employees shall advance from their initial placement on the salary scale to the next step, if applicable, as set out in the Salaries Schedule upon completion of one thousand nine hundred and fifty-five (1,955) hours worked, and then shall receive further Pay Step advancements, if applicable, based upon completion of one thousand eight hundred and six point seven five (1806.75) hours worked at each subsequent Pay Step in the pay range.
- 25.04 Overpayment
- (a) Should the Employer issue an Employee an overpayment of wages and/or entitlements, then the Employer may make the necessary monetary or entitlement adjustments and take such internal administrative action as is necessary to correct such errors. The Employer shall notify the Employee in writing that an overpayment has been made and discuss repayment options. By mutual agreement between the Employer and the Employee, repayment arrangements shall be made. In the event mutual agreement cannot be reached, the Employer shall recover the overpayment by deducting up to ten percent (10%) of the Employee's gross earnings per pay period.
- Underpayment
- (b) Should the Employer issue an Employee an underpayment of wages

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

25.05 Payroll

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

25.06 Pay for Attending Mandatory Meetings

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

**ARTICLE 26**

**EMPLOYEE BENEFITS**

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

26.02 The Employer and Employee shall each be responsible for 50% of the premiums cost for benefits.

26.03 The Employer will enroll:

- (a) Regular Full-Time employees provided they are not covered by a spouse's group plan or alternative employer group coverage.
- (b) Regular Part-Time employees who are working a minimum of twenty-four (24) hours averaged over one (1) complete cycle of the Shift schedule, provided they are not covered by a spouse's group plan or an alternate employee group coverage.
- (c) The parties agree to adhere to the terms and conditions of the benefit carrier.

26.04 Registered Retirement Savings Plan (RRSP)

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

**ARTICLE 27**

**EMPLOYEE MANAGEMENT ADVISORY COMMITTEE (EMAC)**

27.01 An EMAC (the "Committee") will be established at the worksite. The Union will have the right to designate up to three (3) members of the bargaining unit as

members of this Committee. The Employer has the right to designate up to three (3) members that are not in the bargaining unit.

AUPE will make every reasonable effort to designate a member from a variety of departments.

An AUPE Union Representative may attend the meetings. An Employer Labour Relations or Human Resources representative may attend the meetings.

The number of Employer representatives on the Committee shall not exceed the number of representatives from the Union. Both parties may by mutual agreement increase the size of the committee and to invite guests.

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

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

27.03 The functions of this Committee are to examine and make recommendations regarding the concerns of Employees or the Employer with respect to working conditions including but not limited to staffing, workload issues and professional responsibility issues.

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

#### **ARTICLE 28**

##### **PERSONNEL FILES**

28.01 (a) By appointment made at least forty-eight (48) hours in advance, an Employee may view their personnel file at their work site on their off-duty time. An Employee may be accompanied by a Union Representative when viewing their personnel file.

(b) Upon request, an Employee shall be given a copy of the contents of their personnel file at no charge.

#### **ARTICLE 29**

##### **COPIES OF THE COLLECTIVE AGREEMENT**

29.01 Copies of the Agreement

The Employer and the Union shall share the cost of printing the Collective Agreement. The Union shall print the Collective Agreement.

29.02 The Employer shall provide each new Employee with a copy of the Collective Agreement.

#### **ARTICLE 30**

##### **PROFESSIONAL FEES AND OTHER COMPENSATION**

30.01 Professional Fees

A Licensed Practical Nurse who is a Regular Employee and has accumulated a minimum of eight hundred and nine (809) hours actually worked in the last calendar year with the employer, and has active registration with the College of

the Licensed Practical Nurses of Alberta (CLPNA) at the beginning of the next calendar year shall receive up to two hundred dollars (\$200.00) reimbursement for her CLPNA registration fees, less fees received from other Employers for reimbursement of CLPNA registration fees. Reimbursement will be provided by the Employer submission by the Employee of a certified true copy of the receipt issued by the CLPNA.

## ARTICLE 31

### EDUCATION

31.01

#### In Service Education

- (a) The parties recognize the value of continuing in-service education for Employees. For the purpose of this Article, "in-service" includes: orientation, acquisition and maintenance of essential skills and other programs, seminars or workshops offered by the Employer. The Employer agrees to pay for courses and/or training that Employees are required to attend. When an Employee attends one of the required courses or training sessions, they shall do so at the applicable rate of pay, plus travel, accommodations and meal allowance when such in-service education is not provided at the work site.
- (b) The following courses as a minimum, shall be provided to Employees on an annual basis:
  - (i) anti-choking maneuvers;
  - (ii) fire, evacuation and disaster procedures;
  - (iii) proper lifting and prevention of back injuries;
  - (iv) Workplace Hazardous Materials Information System (WHMIS);
  - (v) Other education programs, as required by regulation or as deemed appropriate by the Employer for the purpose of maintaining competency.
- (c) The Employer shall consider requests by Employees for additional training that would assist the Employees in providing high-quality service to the residents in a safe environment. The Employer retains the discretion whether to offer additional training.



**SCHEDULE "A"**  
**SALARY SCHEDULE**

**Effective January 11, 2023: Increase existing wage scale by 1.75%**

	<b>Step 1</b>	<b>Step 2</b>	<b>Step 3</b>	<b>Step 4</b>	<b>Step 5</b>	<b>Step 6</b>	<b>Step 7</b>
Care Aide	\$20.54	\$21.10	\$21.68				
Cook	\$18.56	\$19.09	\$19.67				
Health Care Aide (HCA)	\$21.31	\$22.42	\$23.15	\$23.84	\$24.62	\$25.15	\$25.91
Hospitality Aide	\$16.30	\$16.77	\$17.27				
Licensed Practical Nurse (LPN)	\$28.30	\$29.52	\$30.69	\$31.89	\$33.09	\$34.24	\$35.62
Maintenance	\$23.59	\$24.31	\$25.03				
Recreation Aide	\$21.38	\$22.45	\$23.24	\$23.82			

**Retroactivity**

Wages are effective January 11, 2023. Employees employed on the date of ratification will be entitled to retroactivity from the effective date of the increase. Retroactivity will be paid no more than ninety (90) days after ratification.

Unless otherwise stated, all other changes are effective the date of ratification.

**SCHEDULE "B"**  
**EMPLOYEE BENEFITS**

*Note: As previously advised the employer, the employer is in the process of confirming details of the employee benefits plan. The employer will provide confirmation to the Union of outstanding benefits details by September 30, 2025.*

The following group insurance plans shall be implemented and/or continued:

<b>Life</b>	
Employee Basic Life Insurance	\$25,000, reducing by 50% at age 65
Dependent Basic Life Insurance	
Spouse	\$10,000
Child	\$5,000
Optional Life Insurance	Available in \$10,000 units to a maximum of \$500,000, for you or your spouse, subject to approval of evidence of insurability. Employees covered under this plan as both an employee and a spouse are limited to the \$500,000 maximum.
Employee Accidental Death, Dismemberment and Specific Loss (Principal Sum)	An Amount equal to your Life Insurance
<b>Extended Health Benefits</b>	
Overall Maximum	None
Deductible	None
Reimbursement Levels	
In-Canada Prescription Drug Expenses	80%
All Other Expenses	100%
<b>Basic Expense Maximums</b>	
Hospital	Semi-Private room
Home Nursing Care	\$10,000 for a maximum of 12 months per condition
Chronic Care	\$25 per day
In-Canada Prescription Drugs	N/A
Hearing Aids	\$700 every 5 years
Incontinence Supplies	
Custom-fitted Orthopedic Shoes and Custom-made Foot Orthotics	Orthotics: \$300/calendar year / Off the shelf Orthopaedic shoes, orthopaedic modifications, and Orthopaedic shoes: \$400/calendar year combined
Myoelectric Arms	To be confirmed by employer
External Breast Prosthesis	To be confirmed by employer
Surgical Brassieres	To be confirmed by employer
Mechanical or Hydraulic Patient Lifters	To be confirmed by employer

Outdoor Wheelchair Ramps	To be confirmed by employer
Blood-glucose Monitoring Machines	To be confirmed by employer
Transcutaneous Nerve Stimulators	To be confirmed by employer
Extremity Pumps for Lymphedema	To be confirmed by employer
Custom-made Compression Hose	To be confirmed by employer
Wigs for Cancer Patients	To be confirmed by employer
<b><u>Paramedical Expense Maximums</u></b>	
Chiropractors	Overall maximum of \$1,000/calendar to be used for any of the following practitioners: Acupuncturist, Chiropractor, Massage Therapist/Orthotherapist, Naturopath/Dietician, Osteopath, Physiotherapist/Physical Rehabilitation Therapist, Podiatrist/Chiropodist, Psychologist/Social Worker/Registered Clinical Counsellor/Psychotherapist, Speech Therapist
Physiotherapists	
Podiatrists	
Naturopaths	
Osteopaths	
Psychologists/Social Workers	
Speech Therapists	
Massage Therapists	
Healthcare Maximum	
<b>Dental</b>	
Payment Basis	The dental fee guide in effect in your province of residence on the date treatment is rendered
Deductible	None
Reimbursement Levels	
Basic Coverage	80%
Accidental Dental Injury Coverage	100%
Plan Maximums	
Basic Treatment	\$2,500 (combined with Major)
Accidental Dental Injury Treatment	Unlimited
Major Coinsurance	50%
Major Maximum	\$2,500 (combined with Major)
Orthodontics Coinsurance	50%
Orthodontics Maximum (lifetime)	\$1,500
Ortho Age Maximum	Under 19
<b>Vision</b>	
Vision Coinsurance	100%
Vision Care (Glasses, Contacts)	\$200 every 24 months adults/12 months children
Eye Exam Coinsurance	100%
Eye Exams	Every 24 months (adults & children)

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**HEALTH SPENDING ACCOUNT (HSA)**

The Health Spending Account will be four hundred (\$400) dollars per year and shall be allocated by the Employer for each benefits-eligible Employee to a HSA effective January 1<sup>st</sup> of each calendar year beginning January 1, 2023.

In lieu of retroactive HSA, the Employer will provide the following lump-sum amounts within ninety days of ratification:

2023 calendar year = \$100

2024 calendar year = \$100

2025 calendar year = \$100

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

Signed this \_\_\_\_\_ day of \_\_\_\_\_, 2025.

ON BEHALF OF POINTS WEST LIVING  
DRAYTON VALLEY LTD

\_\_\_\_\_

WITNESS

ON BEHALF OF THE ALBERTA UNION  
OF PROVINCIAL EMPLOYEES

\_\_\_\_\_

WITNESS

**LETTER OF UNDERSTANDING #1**

**Between**

**Points West Living  
Drayton Valley Ltd  
(the "Employer")**

**-and-**

**Alberta Union of Provincial Employees  
Local 047/064  
(the "Union")**

**RE: CONTRACTING OUT**

Where the Employer finds it necessary to sub-contract or outsource any work or functions performed by Employees covered by this Agreement, the Employer shall notify the Union with as much notice as possible but in any event, not less than ninety (90) days in advance of such change and shall meet, discuss, and consult with the Union about reasonable measures regarding the interests of affected Employees. This LOU does not apply to the occasional use of staffing agencies to supplement staff if call-in procedures have failed to result in sufficient staffing levels being present.

ON BEHALF OF THE EMPLOYER

ON BEHALF OF THE UNION

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Date

Date

**LETTER OF UNDERSTANDING #2**

**Between**

**Points West Living  
Drayton Valley Ltd  
(the "Employer")**

**-and-**

**Alberta Union of Provincial Employees  
Local 047/064  
(the "Union")**

**RE: WORKLOAD**

An Employee may file a written concern regarding their workload directly to the General Manager. The General Manager shall investigate with the Employee the concerns raised. Where the General Manager believes further action is required, they may arrange for a workload audit to be conducted and the Employee shall take full part in this audit.

ON BEHALF OF THE EMPLOYER

ON BEHALF OF THE UNION

\_\_\_\_\_  
\_\_\_\_\_

Date

Date

**LETTER OF UNDERSTANDING #3**

**Between**

**Points West Living  
Drayton Valley Ltd  
(the "Employer")**

**-and-**

**Alberta Union of Provincial Employees  
Local 047/064  
(the "Union")**

**RE: STAFFING AND EMPLOYMENT AGENCIES**

The Employer agrees not to supplement the work of the bargaining unit with staffing agency(s) employees, where it results in the layoff or reduction of hours of work, or displacement of regular employees.

Only after all of the applicable bargaining unit Employees have been given the opportunity to fill a vacant Shift, may the Employer choose to fill such vacant Shift with a non-bargaining unit staffing agency employee.

ON BEHALF OF THE EMPLOYER

ON BEHALF OF THE UNION

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Date

Date



**LETTER OF UNDERSTANDING #4**

**Between**

**Points West Living  
Drayton Valley Ltd  
(the "Employer")**

**-and-**

**Alberta Union of Provincial Employees  
Local 047/064  
(the "Union")**

**RE: NOTICE TO BARGAIN**

Recognizing that the term of this collective agreement will be expired at the time of ratification, the Parties agree that, where there is a desire to renegotiate the terms of this agreement, Notice to Bargain shall be sent by either Party within thirty (30) days of ratification. Further, it is understood that the terms of this collective agreement shall bridge per Section 130(1) of the Labour Relations Code.

ON BEHALF OF THE EMPLOYER

ON BEHALF OF THE UNION

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Date

Date

**LETTER OF UNDERSTANDING #5**

**Between**

**Points West Living  
Drayton Valley Ltd  
(the "Employer")**

**-and-**No table of contents entries found.

**Alberta Union of Provincial Employees  
Local 047/064  
(the "Union")**

**RE: WEEKEND SCHEDULING FOR NIGHT SHIFT HCAS**

In recognition of the existing shift schedules for HCAs who work night shift only, Article 2.21 is amended as follows:

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

This Letter of Understanding shall not be interpreted such that all weekends are scheduled as per this Letter of Understanding.

ON BEHALF OF THE EMPLOYER

ON BEHALF OF THE UNION

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\_\_\_\_\_

Date

Date