



COLLECTIVE AGREEMENT

between

**SEASONS RETIREMENT
COMMUNITIES (LETHBRIDGE GARDENS) LP**

and the

**ALBERTA UNION OF
PROVINCIAL EMPLOYEES
LOCAL 048/043**

EXPIRES: October 31, 2022

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PREAMBLE

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

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

ARTICLE 1

TERM OF AGREEMENT

- 1.01 Except where otherwise stated in this Collective Agreement, this Collective Agreement including appendices attached to it shall be in force and effect from the date of ratification to October 31, 2022 and from year to year thereafter, unless amended by the mutual agreement of the parties. Notification of desire to amend the Collective Agreement may be given in writing by either party during the period between sixty (60) and one hundred twenty (120) days prior to its expiration date.
- 1.02 Any notice required hereunder to be given shall be deemed to have been sufficiently served if personally delivered or mailed in a prepaid registered envelope addressed:
- (a) In the case of the Employer, to:
Employee Services
Seasons Retirement Communities
1315 North Service Road East, Suite 200
Oakville, ON L6H 1A7
 - (b) In the case of the Union, to:
The President
Alberta Union of Provincial Employees
10451 – 170th Street
Edmonton, AB T5P 4S7

ARTICLE 2

DEFINITIONS

- 2.01 "Code" shall mean *The Labour Relations Code* of Alberta.
- 2.02 "Union" shall mean the Alberta Union of Provincial Employees.
- 2.03 "Chapter" shall mean the Local and Chapter of the Alberta Union of Provincial Employees as assigned by the Union.
- 2.04 "Union Representative" shall mean a person who is not an Employee of the Employer and who is authorized by the Union to conduct business with the Employer or bargaining unit members.
- 2.05 "Union Steward" shall mean the official representative of the Union on the worksite and shall be elected or appointed from the Employees covered under this Collective Agreement.

- 2.06 "Employer" shall mean Seasons Retirement Communities (Lethbridge Gardens) LP and shall include such persons as may from time to time be appointed or designated to carry out administrative duties in respect of the operation and management of the community.
- 2.07 "Community" shall mean the Seasons Retirement Communities (Lethbridge Gardens) LP building and property in Lethbridge, Alberta.
- 2.08 "Employee" shall mean a person covered by this Collective Agreement and who is employed by the Employer. At the time of hire, the employment status of each Employee shall be determined in accordance with the following.
- (a) "Full Time Employee" shall mean an Employee who is regularly scheduled to work seventy-five (75) hours or more bi-weekly, exclusive of unpaid meal periods.
 - (b) "Part Time Employee" shall mean an Employee who is regularly scheduled to work less than seventy-five (75) hours bi-weekly, exclusive of unpaid meal periods.
 - (c) "Casual Employee" shall mean an Employee who is scheduled on an as-needed basis and works call-in shifts but is not regularly scheduled.
- 2.09 "Basic Hourly Rate of Pay" shall mean the rate applicable to an Employee as set out in "Schedule A".
- 2.10 "Shift" shall mean a daily tour of duty exclusive of overtime hours.
- 2.11 "Shift Rotation" shall mean the period of time over which a full or part-time Employee's regularly scheduled hours repeats itself. In those cases where the shift rotation does not repeat itself for a Full or Part-time Employee, the term shall be understood to mean a period of two (2) weeks.
- 2.12 "Regularly Scheduled Hours" shall mean the hours set out in a shift rotation in fulfillment of the hours of work for the position as set out in the applicable job classification.
- 2.13 "Continuous Service" shall mean the period of employment commencing on the latest date of hire and that is not interrupted by termination.
- 2.14 "Gross earnings" shall mean all monies earned by the Employee under the terms of this Collective Agreement.
- 2.15 "Officer" as referred to in Article 3 shall mean a member of the Union designated by the President in writing pursuant to the Union's Constitution to perform a specific function pertaining to this Collective Agreement.
- 2.16 Whenever the singular is used in this Collective Agreement it shall be considered as if the plural has been used where the context so requires.

ARTICLE 3

UNION RECOGNITION & REPRESENTATION

- 3.01 The Employer recognizes the Union as the sole bargaining agent for and that this Collective Agreement shall apply to all Employees when employed in accordance with the applicable Alberta Labour Relations Board Certificate.
- 3.02 The Employer and Employees represented by the Union undertake that they will not enter into any other agreement or contract either individually or collectively which will be in conflict with the provisions of this Agreement.
- 3.03 (a) For the purposes of this Collective Agreement, the Union shall be represented by its appointed Officers. The Union shall provide the Employer with a current list of the Officer's names.
- (b) The Employer shall grant Union Representatives access to its premises for Union business subject to the prior permission of the Employer.
- 3.04 The Union shall be given the opportunity to make a presentation to new Employees of up to fifteen (15) minutes during the Employer's general orientation session.
- 3.05 The cost of the printing of the Collective Agreement shall be borne equally between the parties. The Collective Agreement will be printed by a mutually agreed unionized shop. The invoice for printing the Collective Agreement will be processed by the Union. Notwithstanding the foregoing, the Union shall bear the cost of printing the first collective agreement.
- 3.06 The Employer shall provide for the Union a bulletin board in a location accessible to all Employees upon which the Union shall post its notices. The Union shall not post notices which are objectionable to the Employer and the Union agrees to remove material from the Union bulletin board which the Employer considers objectionable.
- 3.07 The Employer will notify the Employee of their right to Union representation prior to a meeting which the Employer designates as being a formal investigation or disciplinary.

This does not however negate the Employers' ability to maintain a culture of open communication with all Employees; this shall include providing coaching, and conducting informal discussions without Union representation.

3.08

Union Stewards

- (a) Union Stewards are representatives of the Employees in all matters pertaining to this Collective Agreement, particularly for the purpose of processing grievances and of enforcing bargaining rights and any other rights of the Employees under this Collective Agreement. The Union agrees that Stewards have regular duties to perform in connection with their employment and only such time as is reasonably necessary for the prompt processing of Union business will be consumed by such persons during working hours. If it is necessary for a Steward to attend to Union business, as provided for in this Agreement, they shall not leave their work without obtaining permission from their immediate supervisor. Such permission will not be unreasonably withheld. When resuming their regular work, they shall again report to their supervisor.
- (b) A list of Union Stewards shall be supplied by the Union Representative (Membership Services Officer) to the Employer and the Employer shall be advised in writing of any changes to this list. The Union Steward list shall be updated by the Union Representative annually.

3.09

Union Representative

- (a) A request by any Employee for a Union Representative at a meeting which the Employer designates as being a formal investigative or disciplinary meeting shall not be denied.
- (b) Employees and the Chapter shall have the right to request the assistance of a Union Representative in dealing or in negotiating with the Employer.

ARTICLE 4

UNION MEMBERSHIP & DUES DEDUCTION

- 4.01 As a condition of employment, the Employer will deduct from the gross earnings of each Employee covered by this Collective Agreement dues as determined by the Union.
- 4.02 Deductions of the dues shall commence with the first pay period of an Employee's employment.
- 4.03 The Union shall advise the Employer in writing at least thirty (30) days prior to the effective date of any change in the amount of dues to be deducted from the Employees covered by this Collective Agreement.
- 4.04 (a) The Employer agrees to remit to the Central Office of the Union the amount of dues deducted from the pay of all Employees by the first (1st) working day after the fifteenth (15th) calendar day in the following month.

Where an accounting adjustment is necessary to correct an over or under deduction of dues, it shall be made in the succeeding month.

(b) With each remittance made under clause 4.04(a) above, the Employer shall provide information in a printed form or by electronic file showing the Employee name, Employee address, Employee number, current dues deducted, year-to-date dues deducted, job classification, basic hourly rate of pay, employment status, paid hours in the reporting period, and gross earnings in the reporting period.

4.05 The Employer will record the amount of individual dues deducted on the Employee's T-4 slip.

4.06 The Employer shall be saved harmless by the Union with respect to any liability the Employer may incur as a result of any deductions from wages in respect of dues or other assessments or remittances as requested by the Union.

ARTICLE 5

TIME OFF FOR UNION BUSINESS

5.01 The Employer may grant leave of absence with pay to Employees to attend Union conventions, seminars, education classes or other Union business (Union leave) to a maximum of three (3) Employees for any specific instance. Request for Union leave shall be submitted in writing with as much advance notice as possible, but no less than fourteen (14) calendar days prior to the date the Union leave is to commence. The Employee's request shall be forwarded by the Union's standard leave of request documentation as would be needed for the Employer to invoice the Union. Subject to the efficient operations of the Employer, requests for Union leave will not be denied. The Employer will reply in writing to a request for leave of absence within fourteen (14) calendar days of receipt of the request.

5.02 To facilitate the administration of Union leave as provided within the Collective Agreement, where Union leave has been granted, the Employer will continue the salary of the Employee during such leave. In turn, the Employer shall invoice the Union for the Employee's salary or replacement salary costs, whichever is greater, and other related costs which the Union shall pay within twenty-one (21) days of receipt of the Employer's invoice.

5.03 Where permission has been granted by the Employee's Supervisor for a Union Steward to temporarily leave their job in order to assist with respect to a grievance, the Steward shall suffer no loss of pay for the time so spent.

5.04 Negotiations

A maximum of three (3) Employees elected or appointed to the Union Bargaining Committee shall be granted time off with pay and benefits and without loss of seniority in order to prepare for negotiations and participate in negotiations with the Employer. When requesting such leave, the Employee or the Union shall endeavor to provide as much advance notice as possible to the Employer. The Employer shall invoice the Union for the Employee's salary or replacement costs, whichever is greater, plus an amount determined by the Employer to cover the cost of benefits. The Union agrees to reimburse the Employer within twenty-one (21) days of receipt of the Employer's invoice.

5.05 It is agreed that for the purpose of WCB coverage, an Employee on Union leave be deemed to be employed by the Union.

ARTICLE 6

MANAGEMENT RIGHTS

6.01 The Union acknowledges that all management rights and prerogatives not otherwise abrogated or restricted in this Collective Agreement are vested exclusively with the Employer. Without limiting the generality of the foregoing it is the exclusive function of the Employer:

- (a) to determine and establish standards and procedures for the care, welfare, safety and comfort of the residents in the Employer;
- (b) to maintain order, discipline, efficiency and in connection therewith to establish and enforce reasonable rules and regulations, provided that the rules shall not be inconsistent with the provisions of this Agreement;
- (c) to hire, transfer, lay-off, recall, promote, demote, classify, assign duties, discharge, suspend, or otherwise discipline Employees who have completed their probationary period for cause, provided that a claim of discriminatory transfer, promotion, demotion or classification or a claim that an Employee who has completed their probationary period has been discharged or disciplined without just cause, may be the subject of a grievance and dealt with as hereinafter provided. The discharge of a probationary employee shall be solely in the discretion of the Employer, provided it is done in good faith and non-arbitrary fashion;
- (d) to have the right to plan, direct and control the work of the employees and the operations of the Employer. This includes the right to introduce new and improved methods, facilities, equipment, and to control the amount of supervision necessary, work schedules, and the increase or reduction of personnel in a particular area or overall.

ARTICLE 7

EMPLOYEE-MANAGEMENT COMMITTEE

- 7.01 In the spirit of both parties maintaining efficient and harmonious relationships, both parties will form an Employee-Management Advisory Committee (EMAC).
- 7.02 The Employee-Management Advisory Committee shall meet to discuss and, if possible, provide understanding of points of mutual interest between the Retirement Residence and the Union. Such meetings shall be held on a quarterly basis or as agreed to by the parties.
- 7.03 The Employee-Management Advisory Committee shall not have jurisdiction over any matter contained in the Collective Agreement, including its administration or negotiation.
- 7.04 Where there are matters of mutual concern and interest that would be beneficial if discussed at an Employee-Management Advisory Committee meeting during the term of this Agreement, the following shall apply:
- (a) An equal number of representatives from each party as mutually agreed upon shall meet at a time and place that is mutually satisfactory. A request for such meeting will be made in writing at least two (2) weeks prior to the date proposed and accompanied by an agenda of matters proposed to be discussed, which shall not be matters that are properly the subject of a grievance or matters that are properly the subject of negotiations for the amendment or renewal of the Collective Agreement.
 - (b) A Union Representative has the right to attend Employee-Management Advisory Committee meetings.
 - (c) An Employee shall not suffer any loss of pay for attending for attending Employee-Management Advisory Committee meeting(s).
- 7.05 Minutes of each meeting will be kept. The minutes shall be subject to approval by both parties and upon approval by both parties, the approved minutes shall be posted on the Union bulletin board.

ARTICLE 8

OCCUPATIONAL HEALTH & SAFETY

- 8.01 The Employer shall maintain an Occupational Health & Safety (OH&S) Committee to consider matters of occupational health and safety and be in compliance with the *Alberta Occupational Health and Safety Act*. A minimum of three (3) representatives of the Union who are employed with the Employer will be members of the Facility OH&S Committee.

- 8.02 The OH&S Committee shall meet at least quarterly or more frequently if required by either party at a mutually acceptable hour and date.
- 8.03 An Employee shall not suffer any loss of pay for attending the OH&S Committee meetings.
- 8.04 If recommendations by the OH&S Committee are not implemented or adequate steps do not seem to be taken in the opinion of the OH&S Committee towards implementation within two (2) months from the date the recommendation is made, the OH&S Committee may present the item to the General Manager. A written reply will be given by the Administrator within thirty (30) days of the presentation by the OH&S Committee.

ARTICLE 9

RESPECT IN THE WORKPLACE

- 9.01 The parties recognize the value of informal discussion between Employees and their supervisors, and between the Union and the Employer, with the intent that problems and concerns be resolved without recourse to formal complaint.
- 9.02 The Employer and the Union agree to abide by the *Alberta Human Rights Act*. It is agreed there will be no discrimination, restriction or coercion exercised or practiced on the part of the Employer or the Union with respect to any Employee by reason of sexual preference, membership or non-membership or activity in the Union, nor in respect to any of the listed grounds in the aforementioned *Act* including age, race, colour, religious or political beliefs, gender, mental and physical disability, place of origin, marital status or ancestry. For the purposes of the Article, the Parties agree that the defenses and definitions of the aforementioned Act are applicable.
- 9.03 The Employer, the Union and Employees are committed to a safe and respectful workplace where workplace violence, bullying, and harassment are not tolerated. The Employer has policy dealing with the handling of issues arising from workplace violence, bullying and harassment. The Employer, after proper investigation, may discipline for just cause any person employed by the Employer engaging in workplace violence, bullying or harassment.

ARTICLE 10

PROBATIONARY PERIOD

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

ARTICLE 11

PERSONNEL FILES

- 11.01 There shall be only one (1) personnel file for each Employee.
- 11.02 (a) By appointment made at least seventy-two (72) hours in advance, an Employee may view their personnel file.
- (b) A representative of the Union, upon the written consent of the Employee, may view the Employee's personnel file for purposes of investigating an individual grievance or a disciplinary matter.
- (c) An Employee, at their request, may be accompanied by a Union Representative or Union Steward when reviewing their personnel file.
- 11.03 Where the Employee or the Employee's representative has requested copies of any contents of the Employee's personnel file, the Employer shall be entitled to charge reasonable costs to cover the cost of copying.

ARTICLE 12

DISCIPLINE & DISMISSAL

- 12.01 Except for the dismissal of an Employee serving their probationary period, no Employee shall be disciplined without just cause.

- 12.02 An Employee shall have the right to Union representation of their choice during a disciplinary meeting with the Employer. The unavailability of the chosen Union Representative or Union Steward shall not unduly delay the meeting. An Employee shall have the right to waive the right to Union representation if they wish to do so.
- 12.03 (a) When disciplinary action is taken against an Employee, the Employee and the Union shall be notified in writing as to the reason(s) for such action. Further, when an Employee is terminated, a copy of the document setting out the termination shall be forwarded to the Union.
- (b) The Employer will issue a suspension or dismissal within thirty (30) consecutive days (excluding Saturdays, Sundays, and Named Holidays) or such longer period as is reasonably necessary, of the date the Employer first became aware or reasonably should have been aware of the occurrence of the action giving rise to the disciplinary action.
- 12.04 Records of formal disciplinary action (written warning, disciplinary suspensions) will, except as noted below, be removed from an Employee's personnel file once eighteen (18) months have elapsed since the date of the last formal disciplinary action on the file.
- Formal disciplinary action, in this context is any disciplinary action which is reduced in writing and given to the Employee.
- Discipline involving suspensions for abuse or neglect will not be removed until thirty-six (36) months have elapsed since the date of the last formal disciplinary action.
- 12.05 When an Employee has grieved a disciplinary action and a designated officer of the Employer has either allowed the grievance or reduced the penalty levied against the Employee, the personnel file of the Employee shall be amended to reflect this action provided this action results in the withdrawal of the grievance.

ARTICLE 13

GRIEVANCE & ARBITRATION

13.01 Communication

- (a) Any notice or advice which the Employer or members of its administrative staff are required to give to the Union in respect of any matter referred to in this Article shall be sufficient if delivered to the Union Representative.

- (b) Any notice or advice which the Union is required to give to the Employer in respect of any matter referred to in this Article shall be sufficient if delivered to the General Manager or designate.
- (c) The hearing of grievances at any stage of the grievance procedure will be held with no loss of pay for a participating Employee.

13.02

Time Periods

- (a) For the purpose of this Article, "days" shall mean consecutive days exclusive of Saturdays, Sundays and Named Holidays specified in Article 20.
- (b) The time limits for the grievance procedure are mandatory, but may be extended if mutually agreed to in writing by the parties.
- (c) Should the Employee or Union fail to comply with any time limit in the grievance procedure, the grievance will be considered conceded and shall be abandoned, unless the parties have mutually agreed in writing to extend the time limits.
- (d) Should the Employer fail to comply with any time limits in the grievance procedure, the grievance shall automatically move to the next step on the day following the expiry of the particular time limit unless the parties have mutually agreed in writing to extend the time limits.

13.03

"Grievance" shall mean any difference arising out of an interpretation, application, or alleged violation of this Collective Agreement. A grievance may be:

- (a) An individual grievance which shall be initiated at step 1 except in cases of suspension or termination which will commence at step 2; or
- (b) A group grievance which will commence at step 2; or
- (c) A policy grievance by the Union which will commence at step 2, or
- (d) An Employer grievance which will commence at step 2.

13.04

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

- (a) Discussion

It is the mutual desire of the parties hereto that complaints of Employees will be reviewed as quickly as possible, and it is understood that an Employee has no grievance until they have first given the immediate supervisor the opportunity to resolve the complaint. If an Employee has a

complaint, such complaint will be discussed with the immediate supervisor within seven (7) days after the circumstances giving rise to the complaint have originated or occurred. Alternately, if the immediate supervisor is not available within the seven (7) day timeframe, the Employee may direct their complaint to the General Manager/Manager on Duty. If complaint cannot be resolved within seven (7) days of the time the matter was brought to the attention of the supervisor, the Employee may proceed to Step 1 within the grievance procedure.

(b) Step 1 – To General Manager

If the grievance is not resolved at, the Discussion stage, the Union may file a grievance, submitted in writing to the General Manager or designate within fourteen (14) days of the Employee receiving a decision at the Discussions stage. The grievance shall specify the Article(s) claimed to have been violated, the nature of the grievance and the redress sought. The General Manager or designate shall meet with the grievor and the Union Steward or Union Representative at a mutually agreeable time and date and shall issue their decision in writing to the grievor, with a copy to the Union, within seven (7) fourteen (14) days of receipt of the grievance.

(c) Step 2 – To Employee Services Designate

If the grievance is not resolved at step 1, the Union may submit the grievance in writing to the Employee Services Designate within fourteen (14) days of the receipt of the written decision of the General Manager or designate at step 1. The grievance shall specify the Article(s) claimed to have been violated, the nature of the grievance and the redress sought. The Employee Services Designate shall meet with the grievor and the Union Representative at a mutually agreeable time and date and shall issue their decision in writing to the Union within fourteen (14) days of receipt of the grievance.

(d) Optional Mediation

(i) Either party, with the agreement of the other party, may advance a grievance to mediation within seven (7) days of receipt of the Employer's written decision at Step 2. Where the matter is so referred, the mediation process shall conclude before the matter can to be advanced to Arbitration.

(ii) No grievance shall be submitted to mediation which has not been properly carried through the grievance procedure.

(iii) Mediation will commence within fifteen (15) days, subject to the availability of the mediator, of the grievance being submitted to mediation.

(iv) The parties shall mutually agree on a mediator.

- (v) The Union and the Employer will share the cost of the mediator, if any.
- (vi) Proceedings before the mediator shall be informal. The purpose of the mediator's involvement in the grievance process is to assist the parties in reaching a resolution of the dispute. Anything said, proposed, generated or prepared by either party for the purpose of trying to achieve a settlement is to be considered privileged and will not be used for any other purpose.
- (vii) If desired, an agreed statement of facts will be provided to the mediator and, if possible, in advance of the mediation conference.
- (viii) The mediator will have the authority to meet separately with either party.
- (ix) If settlement cannot be reached either party can advance the matter to arbitration, in accordance with the provisions of the Collective Agreement, within seven (7) days of the formal conclusion of mediation.

(e) Step 3 – Arbitration

- (i) Failing settlement, either party wishing to submit a grievance to arbitration shall notify the other party in writing of its intention to do so within seven (7) days of the response of the Regional Director or designate at Step 2 of the grievance procedure.
- (ii) The parties shall use a single arbitrator to decide unresolved grievances between them. The party submitting the grievance to arbitration shall advise the other party in writing of three (3) choices as to arbitrator. The recipient of the notice shall reply in writing as to the acceptance of one of the proposed Arbitrators or three (3) alternative choices as to the Sole Arbitrator. If the parties cannot agree to a Sole Arbitrator within twenty (20) days of the notice referring the matter to arbitration, then either party may request the Ministry of Labour for the Province of Alberta to appoint a Sole Arbitrator.
- (iii) The cost of the arbitrator shall be shared equally by the Employer and the Union.
- (iv) The arbitrator shall not have the jurisdiction to alter or change any of the provisions of this Agreement, nor to substitute any new provisions in lieu thereof, nor give any decision inconsistent with the terms and provisions of this Agreement, nor deal with any matter not dealt with in this Agreement. In a case where the penalty imposed by the Employer is at issue the Arbitrator may substitute or otherwise modify such penalty.

- (v) All reasonable arrangements will be made to permit the conferring parties to have access to the facility to view any disputed operations involved in the grievance.
- (vi) No person may be appointed as an arbitrator who has been involved in an attempt to negotiate or settle the grievance.
- (vii) No matter may be submitted to arbitration which has not been carried through all requisite steps of the grievance procedure.

13.05 Policy and Group Grievances

In the event that a dispute of a general nature affecting more than one (1) Employee arises between the Employer and the Union regarding interpretation, application, or alleged violation of the Collective Agreement, which cannot be resolved by discussion between the parties, the dispute becomes a policy grievance or a group grievance. Such grievance shall commence at Step 2 of the grievance procedure. It is understood that either party may file a Policy grievance under this clause.

13.06 It is expressly understood that the provisions of clause 14.05 may not be used by the Union to institute a complaint or grievance directly affecting an Employee which such Employee could themselves institute and the regular grievance procedure shall not thereby be by-passed.

13.07 At any meeting held during the grievance procedure, the Employee is entitled to have a Union Representative present.

ARTICLE 14

SENIORITY

14.01 For the purposes of this Agreement, seniority is defined as the number of hours paid since the date of last hire and number of hours worked/paid.

14.02 Seniority shall not apply during the probationary period; however, once the probationary period has been completed, seniority shall be credited from the seniority date established pursuant to Clause 14.01.

14.03 Seniority shall be recognized only where specifically referenced in this agreement.

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

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

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

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

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

- (a) resigns or retires; or,
- (b) is discharged for cause and not reinstated; or,
- (c) overstays a leave of absence without written permission unless a reason satisfactory to the Employer is provided; such permission shall not be unreasonably denied; or,
- (d) fails to reply to a recall notice within three (3) days pursuant to Article 15 (Layoff and Recall) unless a reason satisfactory to the Employer is provided; or,
- (e) is absent for three (3) consecutive shifts without notifying the Employer, the Employee shall be considered to have resigned unless a reason satisfactory to the Employer is provided; or,
- (f) is laid off in excess of one (1) year and is not recalled to work pursuant to Article 15 (Layoff and Recall); or,
- (g) is promoted to a position outside the Bargaining Unit and does not return to their position within three (3) months worked from the date of promotion.
- (h) engages in gainful employment on a leave of absence or otherwise utilizes a leave of absence, including sick leave, for purposes other than those for which the leave was granted.

ARTICLE 15

LAYOFF AND RECALL

15.01 A layoff shall be defined as a reduction in a Full-time or Part-time Employee's status.

15.02 The Employer and the Union recognize the value of meeting prior to a layoff. The purpose of this meeting is to discuss the process of how the layoff will take place, review the updated seniority list, and discuss other factors relevant to the layoff.

15.03 Notice of Layoff or Displacement

(a) Full-time Employees and Part-time Employees:

When, in the opinion of the Employer, it becomes necessary to reduce a Full-time or Part-time Employee(s) regularly scheduled hours or outright eliminate their position, or where the Employee will be displaced as a result of another Employee given notice of layoff, the Employer will give the Employee(s) at least ten (10) days written notice of layoff. The written notice of layoff shall indicate the effective date of the layoff. Where such notice is not possible, the Employer will then pay the Employee(s) up to two (2) weeks pay in lieu thereof where such payment will be based on the individual Employee's regularly scheduled hours during the notice period.

If the Employee's layoff does not commence on the exact date specified in the original notice of layoff and is not, in fact, laid off until after the originally specified date, no new notice of layoff is required and no pay in lieu thereof will be due.

(b) Casual Employees:

The Employer shall not be required to give advance notice of layoff or payment in lieu thereof to Casual Employees.

15.04 Employee Election of Option

(a) The Employer will arrange to meet with the Employee who has been given notice of layoff and with a Union Representative. At that meeting, the Employee shall indicate their choice from one of the following options in response to the layoff.

(i) To accept a vacant position within the bargaining unit, if one exists and subject to Article 26, for which the Employee possesses the requisite job related skills, training, knowledge and other relevant attributes; or,

(ii) To displace a less senior Employee for a position which they possess the requisite job related skills, training, knowledge and other relevant attributes; or,

(iii) To be placed onto the recall list for up to twelve (12) months from the effective date of layoff; or,

(iv) To accept layoff pursuant to the notice given under clause 15.03.

(b) At the meeting held under clause 15.04(a), the protocol for relief (call-in) hours of work shall be discussed with the Employee where they elect any of options (i), (ii) and (iii) under that same clause. The opportunity for relief (call-in) hours of work shall be subject to the operational needs of the community as determined by the Employer.

15.05

Recall

(a) All full-time, part-time and temporary vacancies shall be posted and filled in accordance with Article 26. Where there are no qualified applicants for a job posting, the most senior Employee on layoff who elected option (iii) under clause 15.04(a) and who possesses the requisite job related skills, training, knowledge and other relevant attributes shall be offered the position (notice of recall).

(b) The Employer shall give notice of recall by telephone at the Employee's last home and cellular telephone numbers on file with the Employer and if contact with the Employee is not accomplished, then by registered letter sent to the Employee's last mailing address on file with the Employer. When notice of recall is issued by registered letter, the letter shall be deemed to be delivered five (5) days from the date of mailing.

(c) Within three (3) days of delivery of the notice of recall, the Employee shall notify the Employer with one (1) of the following responses:

(i) That they will accept the position as offered and report for work as directed or on a date mutually agreed between the Employer and the Employee; or,

(ii) That they will not accept the position and wishes to remain on the recall list subject to clause 15.04(a)(iii); or,

(iii) That they do not intend to return to work with the Employer.

15.06

An Employee shall lose all seniority and shall be deemed to have resigned their employment with the Employer if the Employee does not return from layoff when notified to do so, or does not respond to notice of recall pursuant to clause 15.07, or on the expiry of twelve (12) months from the effective date of layoff, whichever first occurs.

15.07

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

15.08

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

- 15.09 No new external Full-time or Part-time Employees will be hired until all Employees on the recall list who possesses the requisite job related skills, training, knowledge and other relevant attributes for a position have been given the opportunity of recall.
- 15.10 An Employee on layoff shall be responsible for notifying the Employer of any change in their mailing address and/or home telephone number and/or cellular telephone number which may be used to contact the Employee for purposes of recall and other matters related to layoff.

ARTICLE 16

WAGES

- 16.01 The basic hourly rates of pay as set out in Schedule "A" shall be applicable to all Employees covered by this Collective Agreement.
- 16.02 Employees within their job classification will progress through the steps on the wage scales of Schedule 'A' on the basis of hours paid within the job classification.
- 16.03 Paydays shall be on a bi-weekly basis.
- 16.04 An Employee required by the Employer to replace another Employee in a job classification within the Bargaining Unit which is assigned a higher pay grade for one (1) shift or longer shall be paid at the basic hourly rate of pay of the higher job classification that provides the Employee with an increase in their basic hourly rate of pay.
- 16.05 An Employee required by the Employer to temporarily replace another Employee in a job classification within the Bargaining Unit which is assigned a lower pay grade shall not have their basic hourly rate of pay adjusted.
- 16.06 In the event of an error on an Employee's pay, the correction will be made in the pay period following the date on which the error comes to the Employer's attention. If the error results in an Employee having been underpaid by one day's pay or more, the Employer will provide payment for the shortfall within three (3) business days from the date it is notified of the error.
- If an Employee is overpaid, the Employer will collect the overpayment after it has arranged a reasonable schedule of repayment with the Employee. The minimum bi-weekly repayment will be twenty-five dollars (\$25.00).
- 16.07 Except where expressly authorized in this Collective Agreement, there shall be no pyramiding.

ARTICLE 17

HOURS OF WORK

- 17.01 (a) The regular work shift for a Full-time Employee, shall be set out in the table below and shall be exclusive of an unpaid meal period. The parties agree that variations to the schedule below may occur, but such variation will not result in a reduction of the identified full shift hours of a classification.

<u>Job Classification</u>	<u>Per Day</u> (Full Shift)	<u>Bi-Weekly</u> (Averaged over the Employee's shift rotation)
All Classifications	7.5 hours	75.0 hours

- (b) The regular work shift for a Part-time Employee and a Casual Employee shall be up to those hours specified in clause 17.01(a) for the applicable job classification and shall be exclusive of an unpaid meal period.

- 17.02 (a) Employees shall be granted one (1) fifteen (15) minute paid rest period in each half of a full shift as identified in clause 17.01(a).

- (b) (i) Employees shall receive a thirty (30) minute unpaid meal period for all shifts of five (5) hours or more.

- (ii) Notwithstanding that the meal period is excluded from an Employee's regular hours of work, if the Employer requires an Employee to be readily available for duty during their meal period, the Employee shall be so advised in advance and shall be paid for that meal period at their basic hourly rate of pay.

- (c) An Employee shall be allowed to take their unpaid meal period uninterrupted by the Employer except in cases of emergency.

- (d) The actual times at which an Employee shall take their meal period and rest periods will be determined by the Employer. It is understood that the meal period and rest periods will not be combined.

- (e) An Employee who wishes to leave the Community at meal times shall inform their supervisor prior to leaving the Community.

- 17.03 (a) Except in cases of emergency or by mutual agreement between the Union and the Employer, shift schedules shall provide for:

- (i) at least fifteen point five (15.5) hours off duty between shifts;

- (ii) not more than six (6) consecutive scheduled days of work; and,

- (iii) when possible, at least two (2) consecutive days of rest.
- (b) Except by mutual agreement between the Employer and the Union, an Employee shall receive at least one (1) weekend off in two (2) averaged over one complete cycle of the shift schedule. A weekend shall be a Saturday and a Sunday. Named Holidays shall not be used as days off for the purpose of this Article.
- (c) Shift schedules shall be posted not less than fourteen (14) calendar days in advance. Employee requests for specific days off must be submitted to the Department Head one (1) week in advance of posting. Employees will be notified as far in advance as practical of any changes to their posted work schedule, but such changes will be kept to a minimum.
- (d) A shift shall be deemed to be entirely within the calendar day in which the majority of hours of that shift fall, regardless on what calendar day the shift commences.

17.04 Time-Off Requests

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

17.05 Those Employees working the night shift when the change from Daylight Savings Time to Standard Time occurs shall be paid overtime for all hours worked over the full shift as defined at clause 17.01(a). Employees working the night shift when the change from Standard Time to Daylight Savings Time occurs shall be paid their basic hourly rate of pay only for the hours worked.

17.06 If an Employee, who is scheduled to work, reports to work and is notified that no work is available, they shall be paid a minimum of four (4) hours at their basic hourly rate of pay whether required to remain at the facility or to leave immediately.

17.07 This Article applies to Casual Employees except clauses 17.03(a)(i) and (iii), 17.03(b) and 17.03(c) shall have no application to Casual Employees unless they occupy a temporary position.

17.08 Call-in Procedure

- (a) "Call In" shall mean the calling in to work at the Employer's request of an employee on an assigned day off as per the posted schedule.

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

17.09

Shift exchanges or Giveaways

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

- (a) Both employees must make the request in writing prior to the active pay period in which the shift exchange request falls in.

- (b) Employees must be from the same classification prior to offering the giveaway or exchange to any employee outside of the classification who has the skills and is qualified in the classification in which the shift is being offered.
- (c) Final approval must be obtained from the supervisor. Permission shall not be unreasonably denied.
- (d) Employer is not responsible for overtime claims or non-compliance with the above provisions as a result of the exchange being approved.
- (e) After the exchange is approved, the exchange is final. Employees will be limited to exchange or giveaway one shift per pay period.
- (f) Where the Employer permits Employees to exchange shifts, the Employer shall not be liable for non-compliance with the scheduling provisions of the Collective Agreement, including Articles 17 and 18, arising with the shift exchange.

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

17.11 Additional Care Service Provisions

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

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

- (a) The Employer may implement or cancel extended shifts according to the terms herein. The Employer and the Union recognize the value of meeting prior to the implementation or cancellation of extended shifts. The purpose of the meeting is to discuss how the process of implementation or cancellation will take place and any other factors related to the change. The Employer shall give thirty (30) days notice of the implementation or cancelation of extended shifts.
- (b) For the purposes of extended shifts only, the following definitions will apply.

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

ARTICLE 18

OVERTIME

- 18.01 Overtime is all time authorized by the Employer or the Employer-designated charge person and worked by an Employee in excess of eighty-four (84) hours in a biweekly pay period
- 18.02 Overtime Pay
Overtime pay shall be at time and one-half (1 ½x) the employee's straight time hourly rate of pay.
- 18.03 The Employer shall not reduce an Employee's regular hours of work to compensate for any overtime hours worked.
- 18.04 Where overtime of three (3) hours or more is required, the Employer shall provide the Employee with a thirty (30) minute unpaid break and a free meal subject to availability.
- 18.05 Failure to provide eight (8) hours off duty between scheduled shifts as required in clause 17.03(a)(i) will result in payment of overtime for hours worked during the normal rest period.
- 18.06 Overtime shall be based upon the employee's regular rate of pay and there shall not be any duplicating or pyramiding of overtime under this agreement

ARTICLE 19

IN-SERVICE

- 19.01 An Employee who is required by the Employer to complete mandatory in-house education, attend mandatory meetings, attend mandatory in-service, and other mandatory work-related functions outside of their regularly scheduled hours, and the Employee does attend or complete same, they shall be paid for all time spent on such work or attendance at their regular straight time hourly rate of pay and such time shall not be counted towards the calculation of overtime.

ARTICLE 20

NAMED HOLIDAYS

- 20.01 The following are Named Holidays recognized under this Collective Agreement:

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

20.02 Pay for Working on a Named Holiday

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

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

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

20.04 Full-time Employee Named Holiday with Pay

- (a) A Full-time Employee who works on a Named Holiday shall also be entitled to an amount that is equal to their regular straight time daily pay.
- (b) When a Named Holiday falls on a day that would otherwise be a Full-time Employee's regularly scheduled day of rest, the Employee shall receive pay as outlined at clause 20.04(a).

20.05 Part-time Employee and Casual Employee Named Holiday Pay

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

20.06 When a Named Holiday falls during a Full-time Employee's vacation, by mutual agreement of the Employee and the Employer, such holiday may be added to the vacation period or paid pursuant to clause 20.04(a).

20.07 An Employee shall be scheduled so as to provide them with either Christmas Day or New Year's Day off unless otherwise requested. The Employer agrees to lift the shift giveaway/exchange limitation during the Christmas and New Year's pay periods.

20.08 There shall be no pyramiding of premium pay, overtime pay, income protection benefits and holiday pay.

ARTICLE 21

VACATION

21.01 (a) A Full-time Employee's vacation entitlement will be based upon their years of continuous service completed at May 1st.

Length of Service	Time Off	Vacation Pay
less than 1 year		4% of gross earnings
1 year but less than 3 years	2 weeks	4% of gross earnings
3 years but less than 6 years	3 weeks	6% of gross earnings

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

21.02 Vacation Scheduling

- (a) Approval of vacation requests shall be at the discretion of the Employer and shall be subject to the efficient operation of the Employer.
- (b) Employees shall submit their vacation request(s) in writing.
- (c) Between August 1st and September 30th, Employees will submit their vacation request(s) for the upcoming vacation year. The Employer shall then respond in writing by October 31st. Vacation requests received within this time period shall be considered in descending order of seniority by job classification.
- (d) For vacation requests submitted after September 30th, the Employer shall respond in writing within fourteen (14) calendar days of receiving the Employee's vacation request. Vacation requests received after September 30th shall be considered on a first come, first served basis meaning that seniority shall not be a factor in the Employer's consideration. Further, vacation requests received after September 30th shall not displace approved vacation requests received prior to September 30th.
- (e) Further, in consideration of clause 20.07, in order to be able to schedule days off for Employees for Christmas Day or New Year's Day, vacation time will not normally be approved for the period from December 15th of one year to January 15th of the following year.

- (f) Vacation entitlement shall be taken in time blocks of no less than one (1) week. Vacation of less than one week shall be by mutual agreement.
- (g) In extenuating circumstances and upon written request to the Employer prior to the end of the vacation year, one (1) week of vacation leave may be carried over from one vacation year to the next, provided the additional week is used before March 31st.

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

21.04 Vacation pay for Part-time and Casual Employees will be paid on each pay day based on the applicable percentage at clause 21.02(a).

21.05 (a) If an Employee transfers from part-time to permanent full-time or vice versa, the following method shall be used to calculate vacation service date: 1,850 hours worked equals (1) year of service;

(b) 1,850 hours paid equals one (1) year of service.

21.06 Vacation Pay on Resignation or Termination of Employment

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

ARTICLE 22

LEAVE OF ABSENCE

22.01 General Provisions Governing Leaves of Absence

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

(a) Application for a leave of absence shall be submitted in writing to the Employer as early as possible. The application shall indicate the start and end dates for the leave of absence and the reason(s) for the leave of absence.

(b) Approval of leaves of absence shall be at the discretion of the Employer and shall be subject to the efficient operation of the Employer, but will not be unreasonably denied. The Employer shall respond in writing within fourteen (14) calendar days of the receiving an Employee's application for a leave of absence.

(c) An Employee who neglects to return at the end of the approved leave of absence shall be subject to Clause 14.06.

- (d) An Employee shall not work for gain during a leave of absence without the written consent of the Employer.
- (e) An Employee wishing to extend their leave of absence shall submit in writing to the Employer as early as possible in advance of the original end date of the leave of absence. The request for extension shall indicate the revised end date for the leave of absence. Approval of the extension of a leave of absence will be made pursuant to clause 22.01 (b).
- (f) During an unpaid leave of absence:
 - (i) An Employee shall not be entitled to Named Holiday pay. Without limiting the generality of the foregoing, for example, a Full-time Employee shall not be entitled to the holiday-in-lieu for a Named Holiday that falls within the unpaid leave of absence; and,
 - (ii) The Employee shall not earn income protection credits.

22.02

Bereavement Leave

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

spouse (including common-law and/or same sex relationship)
 fiance(e) grandparent
 child sister-in-law
 parent brother-in-law
 step-child parent-in-law
 brother son-in-law
 sister daughter-in-law
 legal guardian foster parent
 niece nephew
 aunt uncle

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

22.03

Maternity and Parental Leave

- (a) An Employee who has completed ninety (90) days of continuous employment shall, upon written request, be granted up to sixteen (16) weeks of maternity leave and up to thirty-seven (37) weeks parental leave. Such leaves must be taken consecutively.

- (b) A pregnant Employee should apply for maternity leave as soon as possible prior to the Employee's expected date of delivery, but in any case, shall give the Employer at least twenty-eight (28) calendar days' notice, in writing, of the date of which the Employee intends to commence maternity leave.
- (c) Maternity leave and parental leave shall be without pay and benefits, except for the portion of maternity leave during which the Employee has a valid health-related reason for being absent from work and is also in receipt of income protection benefits, if any.
- (d) An Employee who is the parent of a newborn or newly adopted child and who has completed ninety (90) days of continuous employment shall, upon written request, be granted up to thirty-seven (37) weeks of parental leave.
- (e) An Employee shall provide twenty-eight (28) days notice, in writing, of the date of which the Employee intends to commence parental leave.
- (f) An Employee may commence parental leave in the case of adoption upon one (1) day's notice, provided that the request for such leave is made when the adoption has been approved and the Employer is kept informed of the progress of the adoption. An Employee otherwise requesting parental leave may commence parental leave upon one (1) day's notice provided the initial request for such leave was made in accordance with clause 22.03(e).
- (g) Parental leave may begin at any time after the birth or adoption of the child, but it must be completed within fifty-two (52) weeks of the date a child is born or an adopted child is placed with the parent.
- (h) An Employee on maternity or parental leave shall provide the Employer with at least twenty-eight (28) calendar days notice of their readiness to return to work, following which the Employer will reinstate the Employee in the same or equivalent position at not less than the same step on Schedule 'A' and with the seniority that accrued to the Employee up to the date the leave of absence commenced.

22.04

Jury or Witness Duty

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

The Employee shall notify the Employer as soon as possible after they receive notice of jury duty or to appear as a court witness. The Employer

may require the Employee to provide proof of being summoned to jury duty or to appear as a court witness.

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

22.05

Compassionate Care Leave

- (a) An Employee with an immediate family member in the end-stage of life shall be entitled to leave of absence without pay and benefits for a period up to twenty-seven (27) weeks.

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

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

22.06

Casual Employees

This Article will have no application to Casual Employees except that clauses 22.02 (Bereavement Leave), and 22.04 (Jury or Witness Duty) shall apply to Casual Employees awarded a temporary position of more than three (3) months.

ARTICLE 23

INCOME PROTECTION

23.01

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

23.02

Full and Part-time Employees who have completed their probationary period shall accumulate income protection credits at the rate of seven point five (7.5) hours income protection credits per one hundred and sixty-two point five (162.5) hours worked to a maximum of three (3) days per year.

However, an Employee shall not be entitled to apply income protection credits prior to the completion of their probationary period. Employees shall cease to accrue income protection credits while on unpaid leaves of absence or layoff.

- 23.03 (a) Employees reporting sick shall advise the Employer as soon as possible and regularly thereafter as required by the Employer.
- (b) Any Employee absenting themselves on account of personal illness must notify the Employer on the first day of illness before the time they would normally report for duty.
- (c) Failure to give adequate notice, unless such failure is unavoidable, may result in loss of income protection benefits for that day of absence.
- 23.04 An Employee granted sick leave shall be paid for the period of such leave at seventy-five percent (75%) their basic hourly rate of pay and the time thus paid shall be deducted from their accumulated income protection credits up to a total amount of the Employee's accumulated credits at the time sick leave commenced.
- 23.05 It is understood that a medical doctor's certificate may be requested by the Employer for any periods of absence. When a medical doctor's certificate is required, the Employee will be notified prior to or during their absence from work that a medical doctor's certificate will be required upon the Employee's return to work. Where the Employee must pay a fee for such certificate, the fee shall be reimbursed by the Employer to a maximum of thirty-five dollars (\$35.00). This reimbursement shall not apply to Employees on a formal attendance management plan.
- 23.06 When an Employee has accrued the maximum income protection credits of three (3) days per year, they shall no longer accrue income protection credits for the remainder of that year.
- 23.07 An Employee who has exhausted their income protection credits during the course of an illness or injury and the illness or injury continues may be granted a leave of absence without pay and benefits from the Employer. The Employer shall not deny such leave if the denial is contrary to the applicable legislation and the Employee shall, in the pursuit of such request for such leave of absence, comply with applicable legislation.
- 23.08 (a) During An Employee's absence due to an extended sick leave, the Employee will notify the Employer of their intention to and fitness for return to work as far in advance as possible.

The Employer, after being notified that the Employee wishes to return to work, may choose to require medical evidence of fitness. Subject to such medical evidence, the Employee will be scheduled to return to work in accordance with those shifts which the Employee would have been otherwise regularly scheduled as per their position.

- (b) In order to comply with this provision, the Employer has the discretion to revise the posted shift schedule for Employees who are scheduled as replacements for Employees who are absent.
- (c) At the expiration of twenty-four (24) months from the last day of paid sick leave, if an Employee:
 - (i) is not capable of resuming work pursuant to clause 23.08(a); or
 - (ii) for whom, after a reasonable effort having been made, alternate employment is not available,

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

23.09 Employees shall make every reasonable effort to schedule their medical appointments outside scheduled hours of work but should that not be possible, provided that they have been given prior authorization by the Employer, income protection credits may be used for the time required for the appointment.

23.10 Upon request, but not more frequently than once per year, the Employer shall advise an Employee of their accrued income protection credits.

23.11 Income protection benefits shall not be granted for any illness or injury which is incurred by an Employee during their vacation, however, income protection benefits shall be granted after the expiry of the Employee's vacation provided the illness or injury continues beyond the vacation period. Notwithstanding the foregoing, should an Employee demonstrate to the satisfaction of the Employer that they were admitted to a hospital as an in-patient during their vacation, the Employee shall be granted income protection benefits for the period of the stay in hospital, subject to the provisions of clause 23.05. Vacation time not taken as a result of such stay in hospital shall be rescheduled at a mutually agreed time.

23.12 An Employee whose status has changed due to layoff from Regular Employee to a Casual Employee, with the same Employer, shall have their income protection credits suspended, and should the Employee return to regular employment with the Employer, the accrued income protection credits shall be reinstated.

23.13 Family Illness

If an Employee requires time off for the purpose of attending to a family illness, provided they have been given prior authorization by the Employer, such absence shall be charged against their accumulated income protection credits to a maximum of one (1) day per calendar year. Employees may be required to submit satisfactory proof of such illness.

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

ARTICLE 24

WORKERS' COMPENSATION

- 24.01 Workers' Compensation Board ("WCB") coverage will be provided by the Employer for Employees.
- 24.02 Employees shall not be paid income protection benefits when they are absent from work and drawing Workers' Compensation. However, an Employee who has applied for Workers' Compensation and whose application is under consideration may apply for income protection benefits under Article 23 provided the Employee meets eligibility requirements for sick leave and has income protection credits available.
- 24.03 An Employee who is in receipt of Workers' Compensation Benefits shall make arrangements to continue paying the Employee portion of benefit premiums for any benefit for which they were enrolled at time of injury subject to the terms of the benefit plans. The Employee shall also continue paying the Employer portion of benefit premiums for which they were enrolled at the time of injury.
- 24.04 Employees shall not be entitled to a compensating day off in lieu of a Named Holiday from the Employer while receiving benefits from Workers' Compensation.
- 24.05 An Employee who has been on WCB who is certified by the WCB to be fit to return to work on modified work shall advise the Employer immediately of their readiness to return to work.
- 24.06 The Employee shall keep the Employer advised as to the progress of their condition on an ongoing basis.

ARTICLE 25
RESIGNATION

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

ARTICLE 26
APPOINTMENTS, TRANSFERS AND VACANCIES

- 26.01 Job Postings
- (a) The Employer shall post notices of vacant positions (job posting) the Employer intends to fill for at least seven (7) calendar days. The vacancy shall not be permanently filled prior to the completion of the posting procedure. All subsequent postings will be for a period of three (3) calendar days. In the event an Employee should apply for the position, the provisions of Clause 26.02 shall apply.
- 26.02 In making appointments and filling vacancies, appointments will be made on the basis of the most requisite job related skills, training, knowledge and other relevant attributes and where these factors are considered by the Employer to be equal, then seniority shall be the deciding factor.
- When vacancies are posted, the Employer shall consider applicants in accordance with the provisions listed above prior to consideration of persons not employed by the Employer.
- 26.03 Employee(s) shall make applications for job postings in writing to the Employer.
- 26.04 Job Posting Award and Letter of Appointment
- (a) The Employer will complete the job posting process and will notify all internal applicants who applied for said position prior to the start date of the posted position.
- (b) Nothing herein shall prevent the Employer from temporarily filling any position or vacancy during the processing of the posting.

- (c) Employees are prohibited from posting into a new position until they have completed two hundred and fifty-five point seven five (255.75) hours in the new position, except in situations where the new position is in a higher rated classification or where the Employee changes status (Part-Time to Full-Time).

26.05

Trial Period

- (a) Employees awarded a job posting which results in a change in their job classification shall be given a trial period of two hundred and fifty-five point seven five (255.75) hours worked during which time to demonstrate their ability to satisfactorily perform in the new position. If the Employer finds the Employee to be unsatisfactory during the trial period, or the Employee wishes to return to their former position during the trial period, the Employer shall reinstate the Employee to their former position. If returned or reinstated to their former position and seniority, it shall be without loss of seniority. Any other Employee affected by the rearrangement of positions shall also revert back to their former position and salary without loss of seniority.
- (b) It is understood and agreed that once the trial period has expired, the Employer no longer has the right to return an Employee to their former position and the Employee no longer has the right to return to their former position.
- (c) If an Employee vacates the position under either paragraph above within the cited trial period, the vacated position shall be offered to other qualified applicants from the original job posting in accordance with the above provisions. Should there be no qualified applicants, the position shall be reposted.

26.06

The job posting provisions of this Article shall be waived in the event vacancies occur while Employee(s) have received notice of layoff but are not yet on layoff.

26.07

Temporary Position

- (a) A temporary position arises when an Employee is absent or expected to be absent in excess of three (3) months or when the Employer creates a position for a limited time period of at least three (3) months. The temporary position shall be posted as per Article 26. Temporary positions that are reasonably anticipated to be of a time period less than three (3) months in duration may not be posted. The Employer will outline to the Employee awarded the temporary position the anticipated conditions and duration of the temporary position.

- (b) Upon the return of the Employee from their absence, they shall have the right to return to their former position if it still exists; otherwise the Employee shall have access to Layoff and Recall (Article 15). In instances where an Employee returns to work prior to their estimated date of return, the Employer shall not be liable for payments to the resulting displaced Employee(s).
 - (c) If the temporary position is to cease prior to the date on the job posting, the Employer shall provide seven (7) calendar days written notice to the Employee in the temporary position. The Employee filling the temporary position shall not have the right to grieve or arbitrate the cessation of the temporary job posting. Further, the parties agree such cessation is not a layoff.
 - (d) In the event a full or part-time Employee is the successful applicant for a temporary vacancy, at the conclusion of the temporary vacancy, the Employee shall be returned to their former position if it still exists; otherwise, the Employee shall have access to Layoff and Recall (Article 15).
- 26.08
- (a) If an Employee is transferred or reclassified to a higher rated classification, they shall receive the rate immediately above the rate of their prior job in the salary range of the job to which they are transferred. Job seniority for pay purposes shall be from the date the transfer becomes effective.
 - (b) If an Employee is transferred to a lower classification due to a reduction in staff, inability to perform their work as required, at the Employee's request, the Employee will receive the corresponding rate for the classification to which they were transferred. Job seniority for pay purposes shall include seniority on the job they are being transferred from.

ARTICLE 27

JOB CLASSIFICATIONS

- 27.01 Employees holding positions which fall within the Bargaining Unit shall be provided with a job description.
- 27.02 New job classifications properly included in this Collective Agreement may be established by the Employer during the term of the Collective Agreement. Basic hourly rates of pay for such new job classifications shall be negotiated with the Union. If negotiations fail to produce an agreement within sixty (60) calendar days of the date of written notice from the Employer to the Union regarding the new job classification, then the basic hourly rates of pay may be settled through arbitration in accordance with clause 13.04(d).

SCHEDULE "A"

SEASONS RETIREMENT COMMUNITIES (LETHBRIDGE GARDENS) WAGE GRID

POSITION		10-01-18	10-01-19	10-01-20	10-01-21
	Hours Start		1.00%	1.00%	1.00%
Cook					
Start		\$16.00	\$16.16	\$16.32	\$16.48
Step 2 - 1850 hours		\$16.16	\$16.32	\$16.48	\$16.65
Step 3 - 3,700 hours		\$16.32	\$16.48	\$16.65	\$16.81
Step 4 - 5,550 hours		\$16.48	\$16.64	\$16.81	\$16.98
Step 5 - 7,400 hours		\$17.00	\$17.17	\$17.34	\$17.52
RGA					
Start	\$13.60	\$15.00	\$15.15	\$15.30	\$15.45
Step 2 - 1850 hours		\$15.15	\$15.30	\$15.45	\$15.61
Step 3 - 3,700 hours		\$15.30	\$15.45	\$15.61	\$15.76
Step 4 - 5,550 hours		\$15.45	\$15.60	\$15.76	\$15.92
Step 5 - 7,400 hours		\$15.60	\$15.76	\$15.92	\$16.08

LETTER OF UNDERSTANDING:

BETWEEN

SEASONS RETIREMENT COMMUNITIES (LETHBRIDGE GARDENS) LP

- AND -

THE ALBERTA UNION OF PROVINCIAL EMPLOYEES
(ON BEHALF OF LOCAL 048 CHAPTER 043)

LOU #01 RE: WORKING MANAGERS

Positions excluded from the bargaining unit may continue to perform their duties and this will not be considered a violation of Letter of Understanding – Contracting Out. The Employer acknowledges the purpose of the Working Manager is not to fill in for vacant bargaining unit shifts unless the call-in list of qualified bargaining unit members has been exhausted.

ON BEHALF OF THE EMPLOYER:

ON BEHALF OF THE UNION:



DATE

March 1 / 2019

DATE

Feb 11th, 2019

LETTER OF UNDERSTANDING:

BETWEEN

SEASONS RETIREMENT COMMUNITIES (LETHBRIDGE GARDENS) LP

- AND -

THE ALBERTA UNION OF PROVINCIAL EMPLOYEES
(ON BEHALF OF LOCAL 048 CHAPTER 043)

LOU #02 RE: HOURS OF WORK AND OVERTIME

To allow for greater flexibility in scheduling and opportunity for creation of larger FTEs for Part-Time positions, the following Clauses will replace Clause 17.03(a)(i) and 18.05 respectively:

- 17.03 (a) Except in the cases of emergency or by mutual agreement between the Union and the Employer, shift schedules shall provide for:
- (i) at least eleven (11) hours off duty between shifts;
- 18.05 Failure to provide eleven (11) hours off duty between scheduled shifts as required in clause 17.03(a)(i) will result in payment of overtime for hours worked during the normal rest period

ON BEHALF OF THE EMPLOYER:

ON BEHALF OF THE UNION:

[Redacted signature area]

DATE

March 1 / 2019

DATE

Feb 11TH, 2019

SIGNATURES

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

DATED AT Edmonton this 11th day of February 2019.

ON BEHALF OF THE EMPLOYER:

ON BEHALF OF THE UNION:

[Redacted signature area]

Witness

Witness