

# **COLLECTIVE AGREEMENT**

**Between**



**THE CANADIAN UNION OF PUBLIC EMPLOYEES,  
LOCAL 8**

**And**

**THE HCN - REVERA LESSEE (CHATEAU RENOIR) LP  
BY ITS GENERAL PARTNER HCN - REVERA  
LESSEE (CHATEAU RENOIR) GP INC.  
(Operating as CHATEAU RENOIR)**

**May 1, 2020 – April 30, 2024**

## TABLE OF CONTENTS

ARTICLE 1 - PREAMBLE .....	1
ARTICLE 2 - PURPOSE .....	1
ARTICLE 3 - TERM OF AGREEMENT .....	1
ARTICLE 4 - NO STRIKES OR LOCK OUTS .....	1
ARTICLE 5 - DEFINITIONS .....	2
ARTICLE 6 - RECOGNITION .....	3
ARTICLE 7- BULLETIN BOARDS .....	3
ARTICLE 8 - MANAGEMENT RIGHTS .....	3
ARTICLE 9 - DUES DEDUCTIONS AND UNION BUSINESS .....	4
ARTICLE 10 - NO DISCRIMINATION.....	5
ARTICLE 11 - SENIORITY .....	6
ARTICLE 12 - HOURS OF WORK AND WORK SCHEDULES .....	8
ARTICLE 13 - OVERTIME .....	10
ARTICLE 14 - JOB POSTING, PROMOTIONS, TRANSFERS, VACANCIES.....	10
ARTICLE 15 - LAYOFFS AND RECALLS .....	12
ARTICLE 16 - GRIEVANCE PROCEDURE.....	13
ARTICLE 17 - ARBITRATION .....	15
ARTICLE 18 - DISCIPLINE AND DISCHARGE.....	16
ARTICLE 19 - PAID HOLIDAYS .....	17
ARTICLE 20 - SICK LEAVE.....	18
ARTICLE 21 - LEAVE OF ABSENCE .....	20
ARTICLE 22 - VACATIONS .....	24
ARTICLE 23 - PAYMENT OF WAGES AND ALLOWANCES.....	25
ARTICLE 24 - EMPLOYEE BENEFITS .....	25
ARTICLE 25 - SAFETY.....	26
ARTICLE 26 - PROBATIONARY PERIOD AND ORIENTATION.....	26
ARTICLE 27- PERSONNEL FILES.....	26
ARTICLE 28 - COPIES OF COLLECTIVE AGREEMENT .....	27
ARTICLE 29 - SHIFT PREMIUMS .....	27
ARTICLE 30 - LABOUR/MANAGEMENT COMMITTEE.....	27
ARTICLE 31 - REGISTERED RETIREMENT SAVINGS PLAN.....	27
ARTICLE 32 - UNIFORMS .....	28
SCHEDULE "A" - WAGE SCHEDULE .....	29
SCHEDULE "B" - EMPLOYEE BENEFITS .....	30

## **ARTICLE 1 - PREAMBLE**

- 1.01 It is the desire of the parties to this agreement to maintain harmonious relations between the Employer and the Union and to work together for the efficient maintenance of high quality services for the Residents in a caring and cooperative environment as well as one which is safe and rewarding for all.

## **ARTICLE 2 - PURPOSE**

- 2.01 The purpose of this Agreement is to establish an orderly collective bargaining relationship between the Employer and the Employees concerned and to provide mechanisms for the prompt and equitable disposition of grievances, and to establish and maintain satisfactory working conditions, hours of work and wages for all Employees within the bargaining unit.

## **ARTICLE 3 - TERM OF AGREEMENT**

### **3.01 Duration**

Except where otherwise stated in this Collective Agreement, this Collective Agreement, including appendices hereto, unless altered by mutual consent of both parties hereto, shall be in force and effect from May 1, 2020 up to and including April 30, 2024 and from year to year thereafter unless amended or terminated. Notification of desire to amend or terminate may be given in writing by either party during the period between sixty (60) and one hundred and twenty (120) days prior to its expiration date.

### **3.02 Notice of Changes**

When either party serves notice of desire to amend the Collective Agreement under Article 3.01 above, the negotiating committees shall exchange any proposed amendments at commencement of negotiations.

- 3.03 This Collective Agreement shall continue in force and effect until a new Collective Agreement has been executed.

## **ARTICLE 4 - NO STRIKES OR LOCK OUTS**

- 4.01 The Union agrees that there shall be no strikes and the Employer agrees that there shall be no lockouts during the term of this Agreement. The meaning of the words "strike" and "lockout" shall be as defined in the Alberta Labour Relations Code.

## ARTICLE 5 - DEFINITIONS

### 5.01 Definitions

The word "Employee" or "Employees" as used in this agreement shall mean the Employees referred to in this Agreement who are within the bargaining unit for whom the Union is recognized pursuant to Certificate Number 23-2011, issued in accordance with the Alberta Labour Relations Board save and except the Executive Director, Director of Administrative Services, Director of Culinary Services, Director of Environmental Services, Director of Recreation, and Sales Consultant or other managers designated by the Employer.

- 5.02 A "Regular Full-time Employee" is one who is normally scheduled to work seventy-five (75) hours bi-weekly (exclusive of overtime) and one who has served the required probationary period.
- 5.03 (a) A "Regular Part-time Employee" is one who has served the required probationary period and who is normally scheduled to work forty-five (45) hours or greater, but less than seventy-five (75) hours biweekly. These Employees are entitled to vacation, statutory holidays, and sick leave benefits on a pro-rated basis. It is agreed and understood that Regular part-time Employees shall have first preference for available work.
- (b) A "Part-time Employee" is one who is normally scheduled to work less than forty-five (45) hours bi-weekly and therefore would be excluded from receiving benefits, as per Article 24 of the Collective Agreement. A part-time Employee will work a minimum of two point five (2.5) hours per shift.
- 5.04 (a) A "Casual Employee" means an Employee who is called to work on a call-in basis, but who does not work a regular schedule. Casual Employees shall provide the Employer with their availability not later than the fifteenth (15<sup>th</sup>) day of each month for the following month. Such Employee has the option of refusing work when it is made available, however, it is understood that a casual Employee is expected to work a minimum of three (3) shifts in sixty (60) days when offered and cannot unreasonably or consistently refuse to work shifts.
- (b) Casual Employees shall accumulate seniority but are not entitled to any benefits.
- 5.05 "Temporary Employee" is one who is hired for a period of three (3) months or less for a specific job. When a Temporary Employee is hired, the Employer shall advise the Union in writing of the Temporary Employee's name, classification, department and nature of the temporary assignment. The term of employment of such Temporary Employee may be extended only by mutual agreement in writing, between the Employer and the Union. A Temporary Employee may work either full-time or part-time hours.
- 5.06 The words "bi-weekly" period shall mean the two (2) calendar weeks constituting a pay period.

- 5.07 It shall be the responsibility of the Employee to keep the Employer informed of their current address in case it is necessary to notify any Employee of any matter under this Agreement. Notice may be given personally or by prepaid registered post addressed to the Employee at their last address shown on the seniority list or on the payroll of the Employer. Such notice shall be deemed to have been given when delivered by the postal authorities.

## **ARTICLE 6 – RECOGNITION**

- 6.01 The Employer recognizes the Union as the sole collective bargaining agent for all its Employees at Chateau Renoir as described in Certificate Number 23-2011 issued pursuant to the Alberta Labour Relations Code. For the Retirement Residence mentioned above, the bargaining unit represented by the Union will be: Employees of the Retirement Residence engaged in the occupations of Receptionist, Service Aide (Housekeeping, Dietary/Dishwasher, Janitor), Cook, Recreation Aide, Maintenance and any other occupational classifications that may be brought into the bargaining unit by future mutual agreement between the parties.
- 6.02 The Union is hereby established as the sole collective bargaining agency for the Employees, and the Employer undertakes that it will not enter into any other agreement or contract with the Employees either individually or collectively.
- 6.03 Correspondence

All correspondence between the Employer and the Union shall pass to and from the Executive Director and sent to the Local Union President and National Representative.

## **ARTICLE 7- BULLETIN BOARDS**

- 7.01 The Employer shall provide bulletin boards, which shall be placed in the staff break rooms so that all Employees shall have access to it and upon which the Union shall have the right to post notices of meetings, education conferences and Union conventions. No other notices will be posted in other locations other than the union board.

No other notices will be posted without prior written or initialed approval of the Employer.

## **ARTICLE 8 - MANAGEMENT RIGHTS**

- 8.01 The Union acknowledges that all management rights and prerogatives 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 and have the operational right to ensure resident care is the main priority in every circumstance;

- (b) to maintain order, and efficiency, and to establish and enforce reasonable rules and regulations, provided that they 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 just cause, provided that a claim of discriminatory transfer, promotion, demotion of classification or a claim that an Employee who has 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;
- (d) to have the right to plan and direct the work of the Employees and the operation of the Residence. This included the right to introduce new and improved methods, facilities, equipment, and to determine the amount of supervision necessary, the planning or splitting up of departments, work schedules, and the increase or reduction of personnel in a particular area or overall;
- (e) the Employer agrees prior to the introduction of any new policy or procedure related to terms and conditions of employment, the Union will be advised by providing a copy of such policy to the Union.

## **ARTICLE 9 - DUES DEDUCTIONS AND UNION BUSINESS**

9.01 Employees in the bargaining unit shall, as a condition of employment, authorize the deduction of Union dues and initiation fees or an equivalent amount.

### 9.02 Check-off Payments

The Employer shall deduct from every Employee any dues, initiation fees, or assessments as set by the Union. The Employer agrees to show the total amount of Union dues on the Employer T-4 slip.

### 9.03 Deductions

Deductions shall be made from each bi-weekly payroll effective the first full pay after receipt of notice of ratification of this Agreement, and shall be forwarded to the Secretary-Treasurer of the Local Union not later than the fifteenth (15<sup>th</sup>) day of the month following the month in which the deductions are made and accompanied by a list of the names of the Employees from whose wages the deductions have been made and in what amount. The Employer agrees to send the Union office, each month, a list of names, addresses and classifications of all new Employees and the names and current addresses of those Employees who have terminated employment. The Union will advise the Employer by letter of the amount of the dues, initiation fees or other assessments one month in advance of the end of the pay period in which the deductions are to be made.

9.04 The Employer agrees that a Union Representative shall be given the opportunity during the orientation period of fifteen (15) minutes for newly hired Employees for the purpose of introducing the Employee to the Union.

9.05 Union Bargaining Committee

The Union Bargaining Committee may consist of three (3) members of the Residence. The Union will advise the Employer with the name of its officers and members of the Union Bargaining Committee. The list will be revised as changes occur.

9.06 Representative of Canadian Union of Public Employees

The Union shall have the right at any time to have the assistance of representative(s) of the Canadian Union of Public Employees when dealing or negotiating with the Employer. Such representative(s) shall have access to the Employer's premises in order to investigate and assist in any labour relations matter. The Site Vice- President of the Local will be recognized in the same manner as a CUPE Representative. The CUPE Representative will give reasonable notice to the Executive Director or designate prior to attending the Residence.

9.07 No individual Employee or group of Employees shall undertake to represent the Union at meetings with the Employer without proper authorization of the Union. Not more than three (3) stewards shall be selected by the Union to represent the Union for the purpose of handling of grievances or bargaining on any manner properly arising from time to time during the continuance of this Agreement. The stewards will not leave their duties on Union business without first obtaining permission from the Executive Director. Permission will not be unreasonably withheld. The Union shall notify the Employer in writing of the name of each Steward and the name of the Site Vice-President.

9.08 Contact Information

The Employer will provide to the Union a list of all the Employees in the bargaining unit. The list will include each person's name, classification, home mailing address, personal email address, and phone numbers.

The Employee contact list will be provided in an electronic spreadsheet to the Union once a year.

## **ARTICLE 10 - NO DISCRIMINATION**

10.01 The parties agree that there will be no discrimination, restriction or coercion exercised or practiced by either party by reason of:

- (a) race;
- (b) colour;
- (c) ancestry;
- (d) place of origin;

- (e) religious beliefs;
- (f) gender;
- (g) age;
- (h) physical disability;
- (i) mental ability;
- (j) marital status;
- (k) family status;
- (l) sexual orientation;
- (m) source of income;
- (n) membership or non-membership or participation or non-participation in lawful activities on behalf of the Union;
- (o) political affiliation;
- (p) gender identity; or
- (q) gender expression.

Article 10.01 does not apply with respect to a refusal, limitation, specification, or preference based on bona-fide occupational requirements.

10.02 The Union, Employer and Employees agree that the Residence should be free from harassment. All parties agree to cooperate in preventing and investigating any complaints of harassment within the Residence.

10.03 The Union agrees that it will not conduct Union business (other than that which is permitted in this Agreement) on the Employer premises.

## **ARTICLE 11 - SENIORITY**

### **11.01 Seniority Defined**

Seniority is defined as the length of service in accumulated hours worked in the employ of the Employer since the original date of last hire, including service with the Employer prior to the certification of the Union (said service shall be on the basis of 162.5 hours per month since the Employee's original date of hire as per attached Schedule "B") and shall be used in determining preference for promotions, transfers, demotions, layoffs, permanent reduction of the workforce and recall, and preference for additional hours on the call-in list. Seniority shall operate on a bargaining-unit wide basis.

### **11.02 Seniority List**

The Employer shall maintain a seniority list showing the date upon which each Employee's service commenced and showing each Employee's seniority accrual. An up-to-date seniority list shall be sent to the Union President and posted on all bulletin boards in January and July of each year. An Employee shall notify the Employer of any error in the seniority list within thirty (30) calendar days of the posting of such list.



### 11.03 Seniority Accrual

Employees will accumulate seniority on the basis of one (1) year for each one thousand nine hundred and fifty (1,950) hours worked or on the basis of 162.5 hours per month. Part-time and casual Employees will accrue seniority based on all hours worked. Seniority will be acquired when an Employee has completed their probationary period and be retroactive to the last date of hiring.

Employees will accumulate seniority (based on their normal work schedule) during:

- (a) periods of sick leave paid by the Employer or by the Insurance Carrier
- (b) leaves of absence with pay
- (c) bereavement leave
- (d) Employer paid Jury/Witness duty
- (e) paid vacations
- (f) when in receipt of Worker's Compensation as a result of an injury or illness incurred while in the employ of the Employer
- (g) while on approved Union leave of absence
- (h) while on maternity/parental leave

### 11.04 Transfer to Full-time Employment

All seniority, vacation and other credits obtained under this Agreement shall be retained and transferred with the Employee when they are reclassified from full-time employment to part-time employment and from part-time employment to full-time employment, and casual employment to full-time or part-time employment.

### 11.05 Loss of Seniority

An Employee will not lose accrued seniority if the Employee is absent from work because of sickness, layoff, or leave of absence approved by the Employer.

An Employee will lose their seniority and their employment will be deemed terminated in the event:

- (a) they are discharged for just cause and not reinstated;
- (b) they resign;
- (c) they are absent from work in excess of three (3) working days without sufficient cause or without notifying the Employer, unless such reasonable proof is provided;

- (d) they fail to return to work within three (3) calendar days following a layoff and after being notified by certified mail to do so, unless through sickness or other just cause. It will be the responsibility of the Employee to keep the Employer informed of their current address. An Employee recalled for casual work or employment of short duration at a time when they are employed elsewhere will not lose their recall rights for refusal to return to work;
- (e) they are laid off for a period longer than twelve (12) months;
- (f) they are absent from work for more than thirty (30) months by reason of illness or other physical disability and there is no reasonable likelihood the Employee will return to work within the near future;
- (g) they are absent from work for more than thirty (30) months by reason of absence while on WCB and there is no reasonable likelihood the Employee will return to work within the near future.

11.06 A part-time Employee cannot use seniority for the purpose of bumping a full-time Employee.

## **ARTICLE 12 - HOURS OF WORK AND WORK SCHEDULES**

12.01 The hours and days in this article are stated solely for the purpose of calculating overtime and shall not be construed as a guarantee of hours of work.

### **12.02 Regular Daily Hours**

Regular daily hours of work shall be seven and one-half (7½) hours per day, exclusive of meal breaks. Shifts of shorter duration may be scheduled depending on the needs of the Residence.

12.03 The work period shall consist of seventy-five (75) hours per bi-weekly period.

12.04 This article shall not preclude the implementation of modified daily or bi-weekly hours of work by agreement between the Union, Employee, and Employer.

### **12.05 Rest Periods and Meal Periods**

Rest periods shall consist of fifteen (15) minutes, paid time. Meal periods shall consist of 30 minutes unpaid time.

<b>SHIFT DURATION</b>	<b>MEAL PERIOD</b>	<b>REST PERIOD</b>
5 to 6 hours	0	1
6 hours to 7.5 hours	0	2
At 7.5 hours	1	2

## 12.06 Shift Schedules

The shift schedules will be posted on the notice board, at least two (2) weeks prior to the effective date of the schedule. When a change is made in the shift schedule by the Employer, the Employee shall be informed and when the change is made with less than three (3) calendar days notice the Employee shall be paid at time and one half (1.5) their regular rate of pay for the first shift of the changed shift schedule.

- 12.07 Requests for specific days off shall be submitted in writing or electronically to the department Manager or designate one (1) week prior to the posting of each shift schedule. Where possible, paid holidays will be scheduled in conjunction with the Employee's regular scheduled rest days.
- 12.08 Requests to exchange shifts within posted work schedules must be submitted in writing and/or electronically and co-signed by the Employee willing to exchange days off or working shifts and are subject to the discretion of the Employer. In any event it is understood that such change initiated by the Employee and approved by the Employer shall not result in overtime compensation or payment, or any other claims on the Employer by an Employee under the terms of this Agreement.
- 12.09 The Employer shall arrange shift schedules among the Employees who perform the work involved such that an Employee is not scheduled to work for more than six (6) consecutive days without receiving at least two (2) consecutive days off per week averaged over one work cycle of not more than fourteen (14) calendar days. The Employer may switch scheduled days off to accommodate an emergency situation provided the switch is mutually agreed with the Employees affected and any such change will be submitted to the Union.
- 12.10 The shift commencing at or about midnight shall be considered the first shift of each working day. A shift shall be entirely within the calendar day in which the majority of hours falls regardless of what calendar day any part of such shift was actually worked.
- 12.11 There shall be no split shifts, except for Dietary Aides (Dining Room Staff), unless mutually agreed between the Employer, the Employee, and the Union.
- 12.12 At least eight (8) hours time off shall be scheduled between shifts or changeover of shifts. An Employee, who is scheduled to work within eight (8) hours after a scheduled shift or changeover of shifts, shall receive overtime rates of pay for all hours worked within such eight (8) hour period. A shorter period of time between shifts or changeover of shifts may be scheduled by mutual consent between the Employer, the Union and the Employees.
- 12.13 Regular part-time and part-time Employees who wish to work more hours than scheduled shall inform the Employer. Where there are additional hours available, the Employer shall offer, in order of seniority where possible, additional hours to those Employees who have indicated their availability as long as such additional hours do not exceed daily or biweekly hours of work.

## **ARTICLE 13 - OVERTIME**

### **13.01 Overtime Defined**

Overtime shall be paid for all hours worked over seven and one-half (7½) hours in a day or seventy-five (75) hours bi-weekly at the rate of time and one-half (1½) the Employee's regular rate of pay provided that all such overtime is authorized by the Supervisor or the Director unless as outlined in Article 13.04. Overtime shall be on a voluntary basis.

### **13.02 Part-Time Employees**

Part-time Employees who are scheduled to work less than seventy-five (75) hours in a two (2) week period will not qualify for overtime unless they have completed seventy-five (75) hours of work in the scheduled work period or in excess of seven and one-half (7½) hours in a shift.

13.03 An Employee who is absent on paid time during their scheduled work week because of sickness, bereavement, holidays or vacation shall, for the purpose of computing overtime pay, be considered as if they had worked during their regular hours during such absence.

### **13.04 Call-back Guarantee**

If an Employee is called back to work within eight (8) hours after working their regular shift, they shall receive overtime rates of pay for all hours worked during the callback.

13.05 Full-time Employees and regular part-time Employees required to work by the Employer on their scheduled days off shall be paid overtime rates. Those Employees that choose to have their names on the availability list will not be paid at the overtime rate unless they have worked over seven and one half (7 ½) hours in a day or seventy-five (75) hours bi-weekly.

## **ARTICLE 14 - JOB POSTING, PROMOTIONS, TRANSFERS, VACANCIES**

14.01 A vacancy in a bargaining unit position shall be posted within five (5) days and remain posted for seven (7) days. The posting shall indicate the date of the posting, the closing date for applications, the department in which the vacancy is to be filled and the classification, qualifications, hours of work and rate of pay for the posted position.

14.02 If no applications are received by completion of the posted time the Employer may fill the vacancy at its discretion.

14.03 Until the vacancy is filled, the Employer may fill the vacancy at its discretion on a temporary basis.

14.04 Both Parties recognize:

- (a) the principle of promotion within the service of the Employer;
- (b) that job opportunity should increase in proportion to length of service.

Therefore, in a case where bargaining unit Employees who are willing, able, have demonstrated ability and qualified apply (which applications shall be in writing) for a posted position, the Employer shall select the Employee with the greatest seniority within fourteen (14) days of the closing date of the posting. The qualifications for the new position or vacancy shall be consistent with the responsibilities specified in the job description.

The Employer will give every consideration to applicants for full-time employment from part-time Employees and casual Employees providing they are willing, able, and qualified for the posted position.

14.05 The Employer, if requested by the Employee, will discuss with the unsuccessful applicant ways in which they can improve their qualifications for future postings.

14.06 Within three (3) days of the appointment of the successful applicant, the name of the successful applicant and the date the appointment takes effect will be posted. The Site Vice-President shall be notified in writing of all appointments, hires, transfers, and terminations of employment.

14.07 Transfers Within the Bargaining Unit

Successful applicants shall be placed on trial for a period as follows: Full-time and Part-time - four hundred and eighty-eight hours (488). Conditional on satisfactory service, such trial promotion or transfer shall become permanent after the trial period. The Employer may appoint the applicant to the position prior to the completion of the trial period. In the event the successful applicant proves unsatisfactory in the position during the trial period, or if the Employee is unable to perform the duties of the new job classification, they shall be returned to their former position and salary without loss of seniority. Any other Employee promoted or transferred because of the rearrangement of positions shall also be returned to their former position and salary without loss of seniority.

14.08 Transfers and Seniority Outside Bargaining Unit

No Employee shall be transferred to a position outside the bargaining unit without their consent. If an Employee is transferred to a position outside the bargaining unit, they shall retain their seniority accumulated up to the date of leaving the unit but will not accumulate any further seniority. An Employee shall have the right to return to their former position in the bargaining unit up to a maximum of sixty (60) days. Their former position shall be filled on a temporary basis up to the maximum sixty (60) day period. Should the incumbent maintain their position outside the bargaining unit past the sixty (60) day period their former position shall be deemed vacant and posted as per Article 14.01. If an Employee returns to the bargaining unit within the sixty (60) day period

and their former position no longer exists, they shall be placed in a job consistent with their seniority. Such return shall not result in the layoff or bumping of an Employee holding greater seniority.

## **ARTICLE 15 - LAYOFFS AND RECALLS**

### **15.01 Layoff Definition**

A layoff shall be defined as:

- (a) the permanent reduction of one (1) or more Employees; or
- (b) the reduction in the working hours, in an Employee's regular schedule, of more than five (5) hours per week.

### **15.02 Role of Seniority in Layoffs**

When a layoff occurs, the following procedure shall apply provided that the remaining Employees are willing, able, and qualified to perform the available work:

- (a) The least senior in the classification shall be laid off.
- (b) If the Employee so affected by (a) above, is willing, able, and qualified to perform the available work they shall have the right to bump the next least senior Employee in the bargaining unit in another classification within five (5) calendar days of receiving notice of layoff.

### **15.03 Recall Procedure**

Employees shall be recalled in the order of their seniority provided that the recalled Employees are willing, able, and qualified to perform the available work. Notice of recall shall be sent by mail to the Employee's last known address. The Employee must respond in writing to the notice within ten (10) 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.

### **15.04 No New Employees**

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

### **15.05 Advise Union**

In the event of layoffs and recalls the Employer agrees to advise the Union President in writing.

The parties recognize the value of meeting prior to a layoff process occurring. The purpose of this meeting is to discuss the process of how layoffs will take place, review the current seniority list, and discuss other relevant factors the parties agree upon. The parties will also discuss the process to be followed for Employees on approved leave of absence and/or WCB benefits.

#### 15.06 Grievances on Layoffs and Recalls

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

### **ARTICLE 16 - GRIEVANCE PROCEDURE**

#### 16.01 Time Limits

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

#### 16.02 Recognition of Union Stewards and Grievance Committee

In order to provide an orderly and speedy procedure for the settling of grievances, the Employer acknowledges the rights of the Union and the Shop Stewards. The Shop Steward will assist any Employee, whom the Union represents, in preparing the Employee's grievance in accordance with the grievance procedure.

#### 16.03 Names of Stewards

The Union will notify the Executive Director or designate in writing of the names of the Shop Stewards.

#### 16.04 Grievance Definitions

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

- (a) An individual grievance is a dispute affecting one (1) Employee. Such grievances will be initiated at Step 1 of the grievance procedure as outline in Article 16.07 (a) except in cases of suspension or dismissal which will commence at Step 2. The form will be signed by the Union; or
- (b) A group grievance is a dispute affecting two (2) or more Employees. Such grievances will be initiated at Step 2 and processed from there in the same manner as an individual grievance as outlined in Article 16.07 (b). A group grievance will list all Employees affected by the grievance and the results of such grievance will 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 a group grievance. Such grievance will be initiated, in writing, within ten (10) days of the date the aggrieved party first became aware of or reasonably should have become aware of the event leading to the grievance. If the policy grievance is a Union grievance, it will commence at Step 2. If the policy grievance is an Employer grievance, it will be directed to the President of the Local, or designate, and the Local President, or designate, will hold a meeting within ten (10) days of receipt of the grievance. The Local President, or designate, will render a written decision within ten (10) days of the date of the meeting. Upon receipt of response or failure to reply, the Employer may advance the grievance to Arbitration.

#### 16.05 Authorized Representatives

- (a) An Employee may be assisted and represented by an authorized Union Representative at each step of the grievance procedure. Only one (1) Site Union Representative may assist the Employee at any time.
- (b) The Employer agrees that the Shop Steward will not be hindered, coerced, or interfered with in any way in the performance of their functions while investigating disputes and presenting adjustments as provided in this Article. However, no Representative will leave the Employee's work without obtaining consent from the Employee's Supervisor, which will not be unreasonably withheld. The Shop Steward will not suffer any loss of pay for time spent in the performance of duties involving a grievance, provided that the Shop Steward does not leave the Employer's premises.

#### 16.06 Mandatory Conditions

- (a) It is agreed that the presentation and processing of any grievance must be within the applicable time limits set out. If either party fails to comply with the applicable stages and time limits set out as follow, the grievance will proceed according to the required time limits to the next succeeding stage of the grievance procedure. Time limits may be extended by mutual agreement between the parties.
- (b) During any and all grievance proceedings, the Employee will continue to perform the Employee's duties, except in cases of suspension or dismissal.

#### 16.07 Steps of the Grievance Procedure

##### (a) Step 1

An Employee, with or without a Shop Steward (at the Employee's option), will attempt to resolve a grievance through discussion with their immediate supervisor or designate within ten (10) days of when the Employee became aware of, or reasonably should have become aware of the occurrence which led to the grievance. Both parties will make every effort to settle the dispute at this stage.



If the grievance is not settled at this stage, it may be advanced to Step 2 within ten (10) days.

(b) Step 2

- (i) If the matter is not resolved at Step 1, the Union, on behalf of the Employee, will submit the grievance in writing to the Executive Director or designated Representative, clearly outlining the full particulars of the alleged violation, including the Article(s) involved, the nature of the grievance and the redress sought. The written grievance must be submitted within ten (10) days of the Step 1 discussion with the Supervisor.
- (ii) For a group grievance, the grievance must be submitted in writing within ten (10) days of the date any of the aggrieved parties became aware of the event or reasonably should have become aware of the event leading to the grievance. The grievance should clearly outline the full particulars of the alleged violation, including the Article(s) involved, the nature of the grievance and the redress sought.

The Executive Director or designated Representative will hold a meeting within ten (10) days of receipt of the grievance. The Executive Director or designated Representative will render a written decision within ten (10) days of the date of the meeting.

If the grievance is not settled at this stage, it may be advanced to Step 3.

(c) Step 3

Within ten (10) days of the reply from the Executive Director or designated Representative, the Union, on behalf of the Employee, will submit the grievance in writing to the Provincial Director or the designated Representative. The Provincial Director or designated Representative will hold a meeting within ten (10) days of receipt of the grievance. The Employee will be entitled to have a Representative of the Union present during the meeting. The Provincial Director or designated Representative will render a written decision within ten (10) days of the date of the meeting.

If the grievance is not settled at this stage the Union may decide to proceed to Arbitration.

## **ARTICLE 17 - ARBITRATION**

17.01 The parties to this Agreement acknowledge that any difference which has been properly carried through all steps of the grievance procedure outlined and which has not been settled, will, at the written request of either of the parties, be referred to an Arbitration Board within thirty (30) working days of receipt of the reply of the final step. The parties in writing, may mutually agree to the appointment of a sole Arbitrator. If they cannot agree on the appointment of the sole Arbitrator in fourteen (14) calendar

days, the selection of the sole Arbitrator shall be referred to the Minister of Human Resources and Employment. Upon appointment, the sole Arbitrator shall be governed by the provisions of this Agreement dealing with an Arbitration board.

- 17.02 The party referring the difference to arbitration shall notify the other party of its desire to proceed to arbitration and in the notice, the party requesting arbitration shall include the name of its nominee to the Arbitration Board.
- 17.03 Within seven (7) days of receiving this notice, the party receiving the notice shall name its nominee to the Arbitration Board and notify the other party.
- 17.04 Within thirty (30) days of the appointment of the second nominee, the two (2) nominees shall select a Chairperson of the Arbitration Board. If such an agreement cannot be reached in that time, the nominees will request the Director of Mediation Services for the Province of Alberta to appoint a Chairperson.
- 17.05 The decision of the majority of the Board is the decision of the Board. Its decision is final and binding on the parties and the persons covered by this Agreement.
- 17.06 The Board's decision shall not alter, amend, add to or change the terms of this Agreement. It does not have jurisdiction to determine any matter other than the difference before it.
- 17.07 If the Arbitration Board determines that an Employee has been discharged or otherwise disciplined for cause, the Arbitration Board may substitute some other penalty for the discharge or discipline that the Board deems to be just and reasonable in all the circumstances.
- 17.08 The parties will pay their own expenses including those of their witnesses and the expenses of their respective nominee. The expenses of the Chairperson shall be shared equally by the parties to this Agreement.

## **ARTICLE 18 - DISCIPLINE AND DISCHARGE**

- 18.01 The Employer shall only discipline or discharge for just cause.
- 18.02 Whenever the Employer deems it necessary to censure the Employee in a manner indicating that dismissal or discipline may follow any further infraction or may follow if such Employee fails to bring their work up to the required work performance by a given date, the Employee shall be notified in writing of the specifics of the issues that gave rise to the action and/or penalty with a copy to the Union President.
- 18.03 The Employer shall give a minimum of two (2) weeks' notice of termination of employment or shall pay a minimum of two (2) weeks wages in lieu of notice except in cases of dismissal for just cause. If by law longer notice of termination must be given or a greater sum paid in lieu of notice, such longer notice must be provided or greater sum paid.

- 18.04 A claim by an Employee that they have been unjustly disciplined or discharged will be treated as a special grievance, commencing at Step 2 of the Grievance Procedure, provided the person submits their written grievance, dated, and signed within ten (10) calendar days after the discipline.
- 18.05 It is agreed that the Stewards or the Union representative will be notified on the first business day or as soon as practical of the dismissal of any Employee in the bargaining unit.
- 18.06 The Employer will notify the Employee of the right to Union representation prior to the imposing of any disciplinary action. A Union Steward shall be present when any disciplinary penalty is imposed.
- 18.07 Twenty-four (24) months following disciplinary action by the Employer, the record of such disciplinary action will be removed from the Employee's file provided there has been no disciplinary action of any kind taken by the Employer with that Employee in that twenty-four (24) month period.

**ARTICLE 19 - PAID HOLIDAYS**

19.01 Paid Holidays Defined

Regular full-time and Regular part-time Employees shall receive the following paid holidays:

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

Part-time, casual and temporary Employees scheduled to work on the above noted statutory holidays shall be paid at time and one half. It is understood that Employees must work their scheduled shift to qualify for the time and one-half rate.

19.02 Computation of Paid Holiday Pay

Holiday pay will be computed on the basis of the number of hours the Employee would otherwise work had there been no holiday, at their regular rate of pay.

19.03 Qualified for Payment

In order to qualify for holiday pay an Employee must work their full scheduled shift immediately preceding and immediately following the holiday, except where the Employee is absent due to illness or bereavement leave. The Employee must provide a physician's note if absent due to illness.

#### 19.04 Employees Who Work on a Holiday

Full-time and Regular part-time Employees shall be paid at the rate of one and one-half (1.5) times their applicable hourly rate for all hours worked on paid holidays as set out in Article 19.01. Such Employees shall also be entitled to an additional day off with pay within a period of ninety (90) days after the holiday, unless otherwise arranged between the Employee and the Employer. In lieu of the provision, the Employer and the Employee may agree that the Employee will receive an additional day's pay; failing agreement the Employer may schedule the lieu day or pay an additional day's pay. The Employer when scheduling the lieu day as provided herein will give prior consideration to the date requested by the Employee.

#### 19.05 Holiday Falling on Day Off

If any of the holidays named in Article 19.01 occur on a regular day off or vacation of a regular full-time and regular part-time Employee entitled to holiday pay, the Employee shall receive an additional day off in lieu thereof within sixty (60) days after the holiday unless otherwise arranged between the Employee and the Employer; failing agreement the Employer may schedule the lieu day or pay an additional day's pay. The Employer when scheduling the lieu day as provided herein will give prior consideration to the date requested by the Employee.

19.06 Nothing in this article shall prevent the Employee and the Employer from agreeing to any combination of time and one-half, plus a day off or a day's pay and a day and one-half for regular full-time and regular part-time Employees who work on any of the paid holidays set out in Article 19.01.

19.07 All attempts will be made to ensure that if a person worked Christmas, they will have New Year's day off. All attempts will be made to alternate Christmas Day, Boxing Day, New Year's Eve day and New Year's Day from year to year. The Employer will make every attempt to accommodate all requests in a fair and equal manner.

### **ARTICLE 20 - SICK LEAVE**

20.01 Sick leave is for the sole purpose of protecting full-time and regular part-time Employees from loss of income when they are legitimately absent due to illness or unable to work due to non-WCB compensated injury. The Employee's sick leave bank shall increase by one shift of regular hours worked for every one-hundred and fifty (150) hours worked by the Employee to a maximum of two-hundred and twenty-five (225) hours. When an Employee is absent due to illness, they shall be paid for their absence at their rate of regular pay out of their sick leave bank to the maximum of hours and dollars available. The sick bank may not go into a negative balance.

Each full-time Employee who has completed their probationary period shall be credited with forty-five (45) hours in their sick leave bank. Each regular part-time Employee who has completed their probationary period shall be credited with twenty-four point five (24.5) hours into their sick leave bank.

#### 20.02 Proof of Illness in Excess of Two Days

When sick leave is claimed, in excess of two (2) days, proof of disabling sickness or accident will be furnished by a doctor's note from a duly qualified medical practitioner.

#### 20.03 Employees unable to report for scheduled work on account of personal illness must notify the Employer prior to the start of the scheduled shift with the following notice:

Day Shift – two (2) hours prior to shift commencing.

Evening Shift – four (4) hours prior to shift commencing.

Night Shift – four (4) hours prior to shift commencing.

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

#### 20.04 Termination of Sick Leave

Sick leave benefits will cease on termination of employment or on retirement or on death. Sick leave will not accrue (except in the event of pregnancy leave where such benefit accrues to the end of the month in which the Employee commences pregnancy) while an Employee is on leave of absence, other than Union leave.

#### 20.05 Sick Leave Benefits While on Workers' Compensation

Absence for sickness or accident compensable by Workers' Compensation will not be charged against the Employee's accumulated sick leave credits.

#### 20.06 Leave of Absence Due to Illness

Employees whose sick leave credits are exhausted must apply for a further leave of absence without pay. The Employer will advise the Employee in writing of the disposition of such request. In such circumstances the Employer agrees that it will exercise its discretion on a consistent basis.

#### 20.07 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 her duties during the health related period of her absence.

#### 20.08 Notification of Sick Leave Accrual

Upon request the Employer shall advise an Employee in writing of the amount of their unused accrued sick leave.

## 20.09 Casual Employees

Casual Employees shall not be entitled to sick leave.

## **ARTICLE 21 - LEAVE OF ABSENCE**

21.01 An Employee may be granted a general leave of absence without pay for a period of time not to exceed six (6) weeks for personal reasons provided that such leave may be arranged without undue inconvenience to the normal operations of the Residence. Except in emergencies, written applications for leave of absence must be made at least two (2) weeks in advance of such leave.

21.02 An Employee may apply for an educational leave of absence. This leave must be applied for in writing at least one (1) month in advance of the leave and must indicate the expected date of return to full employment status. The Employee may choose to work on a temporary basis during this period. The Employer has the right to approve or deny such leave.

### 21.03 Leave - Union Business

(a) Provided the efficiency of the work site shall not in case be disrupted, leave of absence without pay and without loss of seniority shall be granted by the Employer to no more than two (2) regular Employees elected or appointed to represent the Union at Union Conventions, Workshops, Seminars or Schools.

(b) Regular Employees who are elected or selected for a full-time position with the Union or any body with which the Union is affiliated, shall be granted leave of absence without pay but with no loss of seniority for a period of one (1) year. Such leave shall be renewed each year on request during their term in office.

Representatives of the Union shall be granted time off without loss of seniority and with pay in order to participate in negotiations with the Employer.

(c) Any Employee(s) granted such leave for Union Business shall continue to be paid by the Employer and subsequently the Union shall reimburse the Employer for the money paid to and on behalf of the Employee.

21.04 An Employee who has been granted a leave of absence of any kind, and who overstays their leave of absence, without permission of the Employer and cannot provide a justifiable explanation, shall be considered to have terminated their employment.

21.05 Benefits will accrue from the date of return to employment following such leave of absence. No Employee will accumulate seniority, sick leave, or earned vacation nor will other benefits be paid or accrue while on leave of absence, other than those outlined below:

(a) periods of sick leave paid by the Employer or the Insurance Carrier

- (b) leaves of absence with pay
- (c) bereavement leave
- (d) Employer paid jury/witness duty
- (e) paid vacations
- (f) while on approved Union leave of absence
- (g) for the health related portion of pregnancy leave.

21.06 Employees shall not be entitled to named holidays with pay which may fall during the period of leave of absence.

21.07 An Employee returning from any leave of absence will be reinstated within one month following notice of desire to return to work, subject however to seniority. Upon return to work the Employee will be placed on 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, subject to seniority, be placed on the job they can satisfactorily perform.

21.08 Bereavement Leave

- (a) An Employee shall be granted four (4) consecutive days bereavement leave without loss of pay for scheduled working days including the day of the funeral or death, but not both, in the event of the death of the following relatives:

Mother, Father, legally recognized Step-Parent, Husband, Wife, Son, Daughter, Step-Children, Brother, Sister, Common-law Spouse, and Same sex partner.

- (b) An Employee shall be granted three (3) consecutive days bereavement leave without loss of pay for scheduled working days including the day of the funeral or death, but not both, in the event of the death of the following relatives:  
Grandparent, Grandparent-in-law, Grandchild, Mother-in-Law, Father-in-Law, Sister-in-Law, Brother-in-Law, Aunt, and Uncle.

- (c) For those Employees that must travel out of town to attend the funeral a leave of absence will be granted for an additional two (2) days of unpaid leave.

- (d) An Employee may be required to provide proof satisfactory to the Employer of their need for Bereavement Leave.

21.09 When an Employee qualifies for bereavement leave during their period of vacation, there shall be no deduction from vacation credits for such absence. The period of vacation so displaced shall either be added to the vacation period or reinstated for use at a later date, at the Employee's option.

21.10 Bereavement leave without pay shall be extended upon request of an Employee by two (2) days when it is necessary for an Employee to travel to attend the funeral.

#### 21.11 Maternity Leave

Employees are entitled to up to seventy-eight (78) weeks of unpaid, job-protected leave in the event of the birth of a child and up to sixty-two (62) weeks of unpaid, job-protected leave in the event of the adoption of a child.

- (a) An Employee who has completed ninety (90) days of continuous employment shall, upon their written request at least four (4) weeks in advance, be granted maternity leave to become effective twelve (12) 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.
- (b) Maternity leave shall be without pay and benefits except for that 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 sick leave or EI SUB Plan Benefits. Maternity leave shall be without loss of seniority. Birth parents can take up to sixteen (16) consecutive weeks of maternity leave.

#### 21.12 Parental Leave

An Employee who has completed their probationary period and who has or will have the actual care or custody of the child, shall be granted up to sixty-two (62) weeks of parental leave without pay and benefits. Parental leave can be taken by:

- (a) the birth parent (immediately following Maternity Leave);
- (b) the other parent; or
- (c) an adoptive parent.

Parental leave can start any time after the birth or adoption of a child but must be completed within seventy-eight (78) weeks of the date the baby is born or placed with the parents.

21.13 Employees indicating their desire to take Maternity and/or Parental Leave shall indicate their anticipated return to work date, if any, at the time of their request for leave.

Employees will be required to give the Employer four (4) weeks' notice in writing of their intention to return to work.



#### 21.14 Court Appearance

The Employer shall grant leave of absence without loss of seniority to an Employee who serves as a juror or witness in any court, except in relationship to an Employee appearing as a witness in matters affecting the Employer, provided evidence of the subpoena is submitted to the Employer. The Employer shall pay such an Employee the difference between the Employee's normal earnings for scheduled shifts and the payment they receive for services as a juror or court witness, excluding payment for travelling, meals or other expenses. The regular Employee will present proof of service and the amount of pay received.

#### 21.15 Compassionate Care Leave

- (a) Effective upon written notice of ratification of the agreement by the parties, when a regular Employee with a qualified person in the end-stage of life, who is dying or at significant risk of death within six (6) months, shall be entitled to leave of absence without pay but with benefits at the normal cost sharing, for a period of up to six (6) weeks. Qualified person means an immediate family member defined as mother, father, spouse including fiancé(e) or child in accordance with the compassionate care benefit under Employment Insurance legislation.
- (b) In order to qualify for leave under this provision, the Employee shall meet the eligibility requirements of the Employment Insurance regulations.
- (c) Employees may be required to submit to the Employer satisfactory proof demonstrating the need for compassionate care leave.

21.16 Employees may face situations of violence or abuse in their personal lives that may impact their attendance or performance at work. If an Employee provides evidence of being in an abusive or violent situation, and their absence is not covered by sick leave or disability insurance, the Employee will not be subject to disciplinary action. Employee absence under this circumstance will be granted without pay and shall not exceed two (2) months duration. The Employee shall provide proof of the situation in the form of a note from a physician, therapist, an attending police officer, or crisis unit supervisor for all absences in excess of three (3) days, if requested by the Employer.

#### 21.17 Other Unpaid Leaves of Absence

With respect to Alberta legislated job-protected leave, the Employer will adhere to the provisions of *Alberta Employment Standards* as may be amended from time to time.

## ARTICLE 22 - VACATIONS

### 22.01 Length of Vacation

All Employees shall receive an annual vacation with pay in accordance with their years of service (anniversary) date as follows:

Regular Full-Time - Regular Part-time

<b>Length of Service</b>	<b>Vacation Entitlement</b>
less than one (1) year	1 day/month - max. 10
one (1) year or more	2 calendar weeks 4%
three (3) years or more	3 calendar weeks 6%
eight (8) years or more	4 calendar weeks 8%
fifteen (15) years or more	5 calendar weeks 10%

22.02 For the purpose of calculating eligibility the vacation year shall be the period from June 1 of any year to May 31 of the following year.

### 22.03 Compensation for Holidays Falling Within Vacation Scheduling

If a paid holiday falls or is observed during an Employee's vacation period, they shall be allowed an additional vacation day with pay on a date mutually agreed, but where possible such day will be added to the Employee's vacation. Failing agreement, the Employer shall pay an additional day's pay.

### 22.04 Vacation Pay

Vacation pay shall be at the rate of pay currently in effect at the time of the vacation.

22.05 An Employee shall be permitted to use annual vacation at any time throughout the calendar year with the exception of the period December 20 - January 3 of any given year subject to staffing requirements. Seniority shall determine the preference. Employees requesting vacation time during the Christmas and New Years' period will be granted vacation time on the basis of a rotating schedule from year to year based on the unit that the Employee is scheduled to work in. Such request should be in writing. Not more than one Employee will be granted such vacation request per unit.

22.06 The Employer will give reasonable consideration to an Employee's request for vacation dates in order of the Employee's seniority. All annual vacation requests shall be received by the Employer prior to the 1<sup>st</sup> of April of any calendar year, at which time a preliminary schedule shall be posted by April 15<sup>th</sup>. Vacation requests received after April 1<sup>st</sup> will be considered on a first come, first served basis. Changes to this schedule shall not be unreasonably withheld on written application to the Employer fourteen (14) days prior to the posting of the schedules.

22.07 A vacation list shall be made available to the staff as early as is practical in the New Year, stating vacation hours taken in the previous twelve (12) months, and vacation days entitlement available for the current year.

## 22.08 Unbroken Vacation Period

An Employee shall be entitled to receive their vacation in an unbroken period unless otherwise mutually agreed between the Employee and the Employer.

## 22.09 Part-time and Casual Employees

Part-time and casual Employees shall receive vacation pay in accordance with the Alberta Labour Standards Code.

# ARTICLE 23 - PAYMENT OF WAGES AND ALLOWANCES

## 23.01 Pay Days

The Employer shall pay salaries and wages bi-weekly for hours worked in accordance with the hourly wages set forth in Schedule "A" attached hereto and forming part of this Agreement. An itemized statement of wages, overtime and other supplementary pay and deductions will be made available to each Employee.

- 23.02 A job classification will not be changed for the purpose of evading payment of the minimum rate set out in Schedule "A". If the Employer establishes a new classification within the bargaining unit, it shall be discussed with the Union in advance and shall be subject to negotiations to determine the rate of pay.
- 23.03 (a) When the Employer requires an Employee to substitute on a higher classified job covered by this Agreement, they shall be paid, in addition to their regular salary, an amount equal to the difference between the job rate of their position and the job rate for the new position for the period worked.
- (b) Where an Employee agrees to substitute on another job outside this Agreement, the Employee will receive, in addition to their regular salary, an amount commensurate with the additional responsibilities but not higher than the rate for such classification.

# ARTICLE 24 - EMPLOYEE BENEFITS

- 24.01 The Employer agrees to provide all Regular Full Time and Regular Part Time Employees with the benefits as set out in Schedule "B".

The Employer agrees that Employees who work at least twenty-two point five (22.5) hours per week shall be eligible and the Employer shall meet with the Employee(s) to advise them of such benefits.

## **ARTICLE 25 - SAFETY**

### **25.01 Cooperation on Safety**

The Union and the Employer shall cooperate in improving rules and practices which will provide protection to Employees engaged in hazardous work.

25.02 The Union and the Employer agree to encourage their members/Employees to cooperate fully in the observation and participation of all safety rules and practices.

25.03 The Union and the Employer will create a joint Health and Safety committee. This committee will meet every quarter for the purpose of a safer work environment.

## **ARTICLE 26 - PROBATIONARY PERIOD AND ORIENTATION**

26.01 A newly hired full time and part-time Employee must successfully complete a probationary period of four hundred and fifty (450) hours worked. On or before the expiry date of the initial probationary period, the Employer will confirm to the Employee the decision to:

- (a) confirm their appointment as having completed their probation; or
- (b) extend the probationary period by mutual agreement between the Union, the Employer and the Employee;

Provided, however, that each full day of absence from scheduled work for any reason will extend the probation by one full day. If a probationary Employee is transferred to another classification, they may be required to complete a new probationary period commencing on the date of transfer and the Union shall be advised. In no event will the Employee's total probationary period exceed nine hundred (900) hours worked. Employees shall be kept advised of their progress during the probationary period.

26.02 A probationary Employee who has been dismissed by the Employer shall have recourse under the Grievance Procedure up to Step 2.

26.03 The Employer shall provide a paid orientation for all new Employees and when the Employee changes areas within a department or changes departments.

## **ARTICLE 27- PERSONNEL FILES**

27.01 An Employee may view their personnel file once a year or when the Employee has filed a grievance. The Employee must provide the Employer written notice of their intent to view their file. An appointment then will be made for the Employee to view their file, within five (5) business days of the request.

An Employee shall be given the contents of their personnel file upon request, not more frequently than once in a calendar year, or when the Employee has filed a grievance.

## **ARTICLE 28 - COPIES OF COLLECTIVE AGREEMENT**

### **28.01 Copies of the Agreement**

The Employer and the Union shall share the cost of printing the Collective Agreement and the Union shall have them copied.

28.02 The Employer shall provide each new Employee with a copy of the collective agreement at the time of hire.

## **ARTICLE 29 - SHIFT PREMIUMS**

### **29.01 Evening Shift Premium (Monday to Friday)**

An evening shift premium of two dollars (\$2.00) per hour will be paid to an Employee working a shift where the majority of such shift falls between 1600 – 2400 hours on Monday to Friday.

### **Night Shift Premium (Monday to Friday)**

A night shift premium of two dollars and twenty-five cents (\$2.25) per hour will be paid to an Employee working a shift where the majority of such shift falls between 2400 – 0800 hours on Monday to Friday.

### **Weekend Shift Premium**

A weekend shift premium of two dollars (\$2.00) per hour will be paid to an Employee working a shift where the majority of such shift falls between Friday 2300 and Monday 0800. The Weekend Premium is in addition to any other shift premium.

### **29.02 No Pyramiding**

There will be no pyramiding of any premium pay (overtime and paid holiday pay).

## **ARTICLE 30 - LABOUR/MANAGEMENT COMMITTEE**

30.01 A Labour/Management Committee will be established consisting of no more than two (2) representatives of the Union plus the National Representative or delegate and up to three (3) representatives of the Employer.

## **ARTICLE 31 - REGISTERED RETIREMENT SAVINGS PLAN**

31.01 The Employer will implement a formal RRSP plan for Regular Employees.

Employees, on a voluntary basis will be able to contribute a maximum of one percent (1%) of their wages to the plan which will be matched by the Employer on a one to one (1-1) basis.

**ARTICLE 32 - UNIFORMS**

32.01 Uniform allowance is for the sole and exclusive purpose of maintaining appropriate work attire at all times. Employees shall have the responsibility of cleaning and maintaining their uniform if it is not in a state of good repair. Where required by the Employer, uniforms for staff of all departments must be purchased from the supplier chosen by the Employer. No exceptions will be permitted unless otherwise approved by the Employer.

32.02 The Employer shall provide a uniform allowance for all Employees who are required by the Employer to wear a uniform which shall be paid at the rate of eight cents (\$0.08) per hour paid. The uniform allowance will be payable on a bi-weekly basis.

SIGNED this 17 day of JUNE, 2021 in Calgary, Alberta.

ON BEHALF OF THE  
CANADIAN UNION OF PUBLIC  
EMPLOYEES, LOCAL 8

ON BEHALF OF  
THE HCN – REVERA LESSEE  
(CHATEAU RENOIR) LP by its General  
Partner HCN – Revera Lessee (Chateau



**SCHEDULE “A” - WAGE SCHEDULE**

**CUPE - CHATEAU RENOIR**

		01-May-20	01-May-21	01-May-22	01-May-23
Receptionist	Start Rate	\$16.01	\$16.58	\$17.17	\$17.76
	1951 Hours		\$16.66	\$17.24	\$17.84
Service Aide (Housekeeping, Laundry, Dietary/Dishwasher, Janitor)	Start Rate	\$16.01	\$16.58	\$17.17	\$17.76
	1951 Hours		\$16.66	\$17.24	\$17.84
Cook	Start Rate	\$23.90	\$23.90	\$24.02	\$24.14
	1951 Hours		\$24.38	\$24.50	\$24.62
Recreation Aide	Start Rate	\$21.08	\$21.08	\$21.19	\$21.29
	1951 Hours		\$21.50	\$21.61	\$21.72
Maintenance	Start Rate	\$20.21	\$20.61	\$21.02	\$21.44
	1951 Hours		\$21.02	\$21.44	\$21.87

## **SCHEDULE “B” - EMPLOYEE BENEFITS**

### **ELIGIBILITY**

- Permanent full time and permanent part time Employees (regularly scheduled to work at least 45 hours bi-weekly) are eligible for benefits after 450 hours of employment.
- You must complete an enrollment form to elect your benefits, no later than 31 days after becoming eligible. Otherwise, you will be considered a late applicant and must provide satisfactory evidence of good health before you will be covered, and some benefit limitations may also apply.

### **LIFE INSURANCE**

- You are covered for \$20,000.
- Your life insurance ceases at the earlier of termination of employment, retirement or age 65.

### **EXTENDED HEALTH CARE PLAN**

- Expenses incurred in Canada will be unlimited dollars per person.
- Expenses incurred outside Canada will be limited to \$20,000 per person per year.
- No deductible will apply to Hospital or Out of Country emergency expenses.
- No deductible for all other eligible expenses.
- 100% reimbursement for Out of Country emergency expenses.
- 80% reimbursement, for all other eligible expenses.
- The following eligible expenses are included (for more detail, refer to the benefit booklet):
  - Drugs that legally require a prescription. A pay direct drug card will be included. The dispensing fee is capped at \$7.50 per prescription. Eligible drugs are limited to least expensive generic available.
  - Services of a clinical psychologist up to \$20 per visit, to a maximum of \$100 per year.
  - Services of a naturopath up to \$4 per visit, to a maximum of \$100 per year.
  - Private duty nursing, when medically required, to a maximum of \$100 per person or \$100 per family per year.
  - Out of country emergency expenses.
- This benefit ceases at the earlier of termination of employment or retirement.

### **DENTAL**

- Expenses will be reimbursed based on the prior year's dental fee guide for your province of residence.
- 100% reimbursement for Basic dental services, including maintenance check-ups, fillings, x-rays, oral surgery, endodontics, periodontics, and denture repairs with a \$2000/year maximum.
- This benefit ceases at the earlier of termination of employment or retirement.

### **VISION**

- The Employer will implement a Vision Care Plan for Regular Employees effective May 1, 2018. The plan will pay \$150 every 24 months to Employees who qualify for benefits.
- Effective May 1, 2021 – The Plan will pay to \$225 every 24 months, including eye exam at 100%.

### **COST SHARING**

- The basic Life Insurance benefit is company paid for eligible full and part time Employees.
- Health and Dental premiums are shared with the company paying 70% and the Employee paying 30% for full time Employees and 50% split for eligible part time Employees.

Changes to benefits are effective the date of ratification.

If Alberta Health Care reinstates premium charges, the Employer will pay 100% of the premiums for eligible full-time and part-time Employees who have completed probation as per the Collective Agreement.