

COLLECTIVE AGREEMENT BETWEEN

**EMERALD GARDENS RETIREMENT RESIDENCE
PARTNERSHIP**

and

CUPE / *Canadian Union
of Public Employees*

LOCAL 3623

May 1, 2021 – April 30, 2024



Canadian Office & Professional Employees
AL:df/Local 491

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PREAMBLE

Agreeing that the primary purpose of the Employer is to provide the community with efficient and high quality resident services, it is the intent of the Parties to:

- 1) maintain and improve the harmonious relations and settled conditions of employment between the Employer, the Employees, and the Union.
- 2) recognize the mutual value of joint discussions and/or negotiations in all matters pertaining to working conditions, employment, services, etc.
- 3) encourage efficiency in operation.
- 4) promote the morale, well-being and security of all Employees in the bargaining unit of the Union.
- 5) Both parties agree to act in a fair and reasonable manner.

AND WHEREAS it is now desirable that methods of bargaining and matters pertaining to the working conditions of the Employees be drawn up in an Agreement.

NOW THEREFORE, THE PARTIES AGREE AS FOLLOWS:

ARTICLE 1 - DEFINITIONS

1.01 Employee or Employees

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 who the Union is recognized pursuant to Certificate Number 14-2019, issued in accordance with the *Alberta Labour Relations Code*.

1.02 Full-Time Employee

A "Full-time" Employee shall be deemed to be an Employee who is regularly scheduled forty (40) hours or more per week.

1.03 Part-Time Employee

A "Part time" Employee shall be deemed to be an Employee who is regularly scheduled less than forty (40) hours per week.

1.04 Full-Time Equivalency (FTE)

"Full-time Equivalency (FTE)". A full-time equivalent is the number of hours that represent what a Full time Employee would work over a given time period. Full-time Employees are expressed at 1.0 FTE. Regular Part-time Employees are expressed as the percentage of hours regularly worked over the same period of time as compared to the hours regularly worked by Full-time Employees. For example, a Part-time Employee who regularly works forty (40) hours in two (2) weeks as compared to Full-time Employees who work eighty (80) hours would be equivalent to fifty percent (50%) of full-time and expressed as a 0.5 FTE.

1.05 Casual Employee

A "Casual Employee" shall mean an Employee who is hired to fill a shift made available as a result of sickness, injury, leave of absence, vacation or General Holiday or under the following conditions:

- (a) is scheduled for a period of ninety (90) calendar days or less for a specific job, or
- (b) relieves for absences the duration of which is ninety (90) calendar days or less, or
- (c) works on a call-in basis and is not regularly scheduled;
- (d) Casual Employees accrue seniority based on Article 12.04.

1.06 Temporary Employee

"Temporary Employee" is one who is hired on a temporary basis and who may work either full or part-time hours;

- (a) a specific job of more than three (3) months duration, but less than six (6) months duration;
- (b) to replace a Full-time or Part-time Employee who is on an approved leave of absence for a period in excess of three (3) months;
- (c) the Union will not unreasonably refuse a request to extensions when the approved leave of absence is for a longer period of time.

1.07 Probationary Employees

- (a) Newly hired Employees shall be considered on a probationary basis for a period of four hundred and eighty (480) hours worked from the initial date of hire. During the probationary period, Employees shall be entitled to all rights and privileges of this Agreement unless otherwise specified. An Employee who has not completed their probationary period may be dismissed/terminated.

- (b) The Employee, if determined unsatisfactory, may be dismissed with notice at any time during the probationary period. The Employer shall provide a reason for the termination in writing, and the Employee shall not have recourse to the grievance procedure as set out in this agreement. Other than where just cause applies, prior to terminating an Employee during the probationary period, the Employer shall meet with the affected Employee, alert them to any performance deficiencies, and provide opportunity for the Employee to correct any deficiencies.
- (c) After completion of the probationary period, seniority shall be effective from the original date of employment.

1.08 Seniority

“Seniority” is defined as the length of continuous employment at the site as determined by the Employee’s initial date of hire to a permanent position. Seniority is not accumulated during the probationary period but will be dated at date of hire once the probation has been successfully completed.

1.09 Bi-Weekly

The words "bi-weekly" shall mean the two calendar weeks constituting a pay period. A pay period commences on Sunday and ends on Saturday.

1.10 Union

“Union” means the Canadian Union of Public Employees Local 3623.

1.11 Gender neutral throughout the Collective Agreement

1.12 Basic Rate of Pay

Means the incremental step in the Salary Grid applicable to an Employee in accordance with the terms of this Agreement, exclusive of all allowances and premium payments.

1.13 Employer

Means Emerald Gardens Retirement Residence Partnership.

1.14 Site Leader means the position responsible for overall day-to-day management of Emerald Gardens Retirement Residence.

1.15 Site means the building and grounds of Emerald Gardens Retirement Residence.

ARTICLE 2 - RECOGNITION

2.01 Bargaining Unit

The Employer recognizes the Canadian Union of Public Employees, Local 3623, as the sole bargaining agent for all Employees as set out in Certificate Number 14-2019 issued by the *Alberta Labour Relations Board*.

2.02 Representatives of Canadian Union of Public Employees

- (a) The Union shall notify the Employer in writing the names and addresses of all Union officers or representatives who will be involved in negotiations, investigations and processing disputes or differences arising out of this Collective Agreement.
- (b) The Local Union shall have the right at any time to have the assistance of a National 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 assist its members in any labour relations matter, including any formal Employee investigations. The Employer agrees that the representative of the Local will be recognized in the same manner as a National CUPE Representative. The National CUPE Representative will give reasonable advance notice to the Site Leader or designate prior to attending the site.
- (c) Local Union officers and committee members shall be entitled to leave their work during working hours in order to carry out their functions under this Agreement, including, but not limited to, the investigation and processing of grievances, attendance at meetings with the Employer, participation in negotiations and arbitration. Permission to leave work during working hours for such purposes shall first be obtained from the immediate supervisor. Such permission shall not be unreasonably withheld. All time spent in performing such Union duties, including work performed on various joint committees, shall be considered as time worked.

2.03 Work of the Bargaining Unit

- (a) Management will refrain from undertaking work normally carried out by Employees except in instances where instruction, training, or correction of work is being conducted, or in emergency, resident safety, or potential liability situations.
- (b) The Parties recognize the positions of Site Leader, Office Administrator, Wellness Supervisor, and Food Service Supervisor are recognized as exempt positions.

2.04 No Other Agreements

No Employee shall be required or permitted to make any written or verbal agreement with the Employer or their representatives, which may conflict with the terms of this Collective Agreement.

No individual Employee or group of Employees shall undertake to represent the Union at meetings with the Employer without proper authorization from the Union.

2.05 No Contracting-Out

In order to provide job security for the members of the bargaining unit, the Employer agrees that all work or services normally performed by the Employees shall not be sub-contracted, transferred, leased, assigned, or conveyed, in whole or in part, to any person, company, or non-Union Employee.

This article shall not apply in the event of the termination or amendment of the contract in place with Alberta Health Services for the provision of health services.

For Clarification purposes, persons who are not in the bargaining unit shall not work in any positions which are included in the bargaining unit, except for the purposes of instruction, experimentation, or in emergencies when regular Employees are not available, and provided that the act of performing the aforementioned operations, in itself, does not reduce the hours of work or pay of any bargaining unit Employee.

ARTICLE 3 - BULLETIN BOARDS

3.01 The Employer shall provide bulletin boards, which shall be placed in the general staff room, kitchen, and HCA room, so that all Employees shall have access to them. It is not the intention of the Union to post anything objectionable or offensive.

ARTICLE 4 - MANAGEMENT RIGHTS

4.01 The Employer reserves all rights not restricted in this Collective Agreement.

4.02 The Local Union acknowledges that it shall be the exclusive right of the Employer to operate and manage its business, including the right to:

- (a) maintain order, discipline, efficiency and to make, alter and enforce, rules and regulations to be observed by an Employee, which are not in conflict with any provision of this Collective Agreement;
- (b) direct the working force and to create new classifications and work units and to determine the number of Employees needed in any work unit or classification and to determine whether or not a position, work unit, or classification will be continued or declared redundant;

- (c) hire, promote, reassign, layoff and recall Employees;
- (d) discipline, suspend or discharge for just cause.

ARTICLE 5 - DUES DEDUCTIONS AND UNION BUSINESS

5.01 Union Security

All Employees of the Employer shall as a condition of continuing employment, become and remain members in good standing of the Union according to the Constitution and Bylaws of the Local Union. The Employer shall deduct from every Employee any dues, initiation fees, or assessments levied by the Local Union on its members.

5.02 Dues Deductions

The Union shall provide the Employer the percentage of dues to be deducted from Employees' wages. Following receipt of this information, the Employer agrees to deduct from the wages of Employees covered by this Collective Agreement, an amount equal to the Union dues as determined by the Union. In all instances, such deductions shall be forwarded to the National Secretary Treasurer of the Union no later than the fifteenth (15th) day of the following month in which the dues were deducted. Such deductions shall be accompanied by a list that shall indicate each Employee's name, along with the amount deducted and shall indicate newly hired and terminated Employees. A copy of such information shall also be given to the Vice President of the Local. The Employer agrees to show the total amount of Union dues on the Employee's T-4 slips. The Union shall supply a list of elected officers and their contact information to the Site Leader.

- 5.03 The Employer shall provide a separate list May 1st and November 1st of Employee's names, addresses and phone numbers to the Local Union.
- 5.04 The Local Union shall advise the Employer in writing of any changes in the amount of dues to be deducted from the Employees covered by this Collective Agreement. Such notice shall be provided at least thirty (30) calendar days prior to the effective date of change.
- 5.05 The Employer agrees that upon receiving a written request a Union Representative shall be given the opportunity to make a twenty (20) minute presentation during the orientation program to newly hired Employees working within the bargaining unit, for the purpose of advising the Employee of their rights and obligations under this Agreement.
- 5.06 The Employer will provide a copy of all postings, notices of hire or terminations, and disciplines to the Site Vice-President of the Union.

ARTICLE 6 - NO DISCRIMINATION

6.01 There shall be no discrimination demonstrated by the Employer, the Union, or the Employees at any time against an Employee or other person on account of creed, colour, race, perceived race, nationality, ancestry or place of origin, political beliefs, religion, gender, sexual orientation, physical or mental disability, age or marital status, family status, or any other ground covered under the Alberta Human Rights Act, nor by reason of their membership or activity in the Union.

6.02 Respectful Workplace

The Employer and the Union are jointly committed to fostering positive working relationships and managing conflict in the workplace. Discrimination and harassment are unlawful and will not be tolerated. The Employer pledges its support to all Employees experiencing workplace Discrimination and Harassment.

The principle of fair treatment is a fundamental one and neither the Employer and the Union will condone, any improper behaviour on the part of any person which would jeopardize an Employee's working relationships or productivity.

It is the responsibility of everyone, including management, Employees and the Union to work together to prevent and eliminate discrimination and harassment in the workplace.

6.03 Personal Harassment

Harassment means engaging in a course of vexatious comment or conduct that is known or ought to be known to be unwelcome. Harassment can be either psychological or physical or it can be a combination of both. It is any behavior, whether deliberate or negligent, which denies individuals their dignity and respect, is offensive, embarrassing or humiliating to the individual and adversely affects the working environment. Harassment does not include normal supervision, direction, or discipline for just cause.

ARTICLE 7 - CLASSIFICATIONS AND JOB DESCRIPTIONS

7.01 The Employer shall develop and maintain current and accurate job descriptions for Employees.

When a new position is created, the Employer shall develop a job description which outlines the position's major responsibilities and required competencies.

7.02 Changes in Classification

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

- 7.03 The Employer accepts all responsibility for all prescription drugs and/or medicines held on the premises that are not under the immediate control of the respective prescribed resident and shall not hold liable any Employee covered by this Collective Agreement for any incident occurring related to such prescription drugs and/or medicines if such Employee is operating under Medication Assistance Program (MAP) guidelines or Employer Policy. For clarity the above does not absolve an Employee from progressive discipline if they were to be found negligent in the performance of their duties.

ARTICLE 8 - HOURS OF WORK AND SHIFT SCHEDULES

8.01 Rest Periods and Meal Periods

- (a) During each eight (8) hour portion of a shift, an Employee is entitled to a one-half (1/2) hour paid meal break.
- (b) For each period of four (4) hours worked, an Employee shall be entitled to a fifteen (15) minute paid rest break.

8.02 Regular Shift Schedules

- (a) The following regular shift schedules shall be allowed:
 - (i) Eight (8) hours inclusive of a one-half (½) hour paid meal break; or
 - (ii) Nine and one-half (9 ½) hours inclusive of a one-half (½) hour paid meal break; or
 - (iii) Twelve (12) hours inclusive of two (2) one-half (½) hour paid meal breaks.

Shifts of shorter duration may be scheduled depending upon the needs of the site.

8.03 Shift Schedules

The shift schedules shall be posted on a notice board, at least twenty-one (21) days prior to the effective date of the schedule. Shift schedules for Employees shall be of at least four (4) week duration. When a change is made in the shift schedule by the Employer, the Employee shall be informed and when the change is made with less than five (5) days notice the Employee shall be paid at one and one-half (1½) times their basic rate of pay for the first shift of the changed shift schedule.

- 8.04 (a) Full-time and Part-time Employees may exchange shifts amongst themselves provided that:
- (i) the exchange is agreed to, in writing, between the affected Employees; and
 - (ii) prior approval of such exchange has been given by the Site Leader/Designate.
- (b) Where such a request is made, the Employer's reply shall also be in writing.
- (c) A mutual exchange shall be recorded on the shift schedule. All parts of the approved shift exchange shall be completed within seven (7) days.
- (d) Casual Employees may not exchange shifts.
- (e) A mutual exchange shall not be deemed a violation of the provisions of this Agreement.

In any event it is understood that a mutual exchange 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.

8.05 Part-time Employees who wish to be considered for additional hours of work that:

- (a) are made available or are not regularly scheduled; shall advise the Site Leader, in writing, of their availability by the first of every month. Such additional hours of work shall be distributed in order of seniority.

8.06 Casual Employees

The Employer shall distribute shifts as equally as possible, between all available casual Employees subject to their availability.

To maintain eligibility, casuals must supply their availability by the first (1st) day of each month. Failure to provide availability shall render the casual Employee inactive. Three consecutive months as an inactive or unavailable casual Employee, except for illness, injury or other reason acceptable to the Employer may result in termination of employment.

Refusal of three shifts where a casual Employee has submitted availability in the one-month period, except for illness, injury, or other reason acceptable to the Employer may result in termination of employment.

8.07 Minimum Hours for a Shift

A shift shall be a minimum of three (3) hours and if an Employee reports for work and is sent home the Employee shall be paid a minimum of three (3) hours pay at the Employee's basic rate of pay.

8.08 Emergent Situations

In Emergent situations the Employer shall have the right to fill the shift as they deem necessary. (this may mean seniority has to be overlooked)

ARTICLE 9 – OVERTIME

9.01 Overtime Defined

- (a) For all Full-time Employees all time worked outside the normal workday, the normal work week, or on a General Holiday shall be considered as overtime.
- (b) For all Part-time Employees, all time worked beyond forty-two (42) hours per week or beyond the regularly scheduled shift as per regular shift schedules in 8.02, shall be considered overtime.
- (c) All overtime must be approved in advance by management. The rate of overtime shall be at time and one-half (1 ½) the basic rate of pay.

9.02 Distribution of Overtime

Overtime and Call Back shall be in order of seniority, among Employees who have indicated in writing their availability and who are willing and qualified to perform the available work.

- 9.03 Employees shall not be required to reduce their regularly scheduled hours of work to compensate for overtime.

ARTICLE 10 - SHIFT PREMIUM

- 10.01 A shift premium of two dollars and fifty cents (\$2.50) per hour will be paid to an Employee working a shift is worked between 11:00 p.m. and 7:00 a.m., and one dollar and fifty cents (\$1.50) per hour will be paid to an Employee working a shift whereby the major portion of such shift is worked between 3:00 p.m. and 11:00 p.m.

ARTICLE 11 - WEEKEND PREMIUM

11.01 A weekend premium of one dollar and fifty cents (\$1.50) per hour shall be paid, in addition to shift premium, if applicable, to an Employee for all hours worked between 3:00 p.m. on Friday and 7:00 a.m. on Monday.

ARTICLE 12 - SENIORITY

12.01 Seniority List

An up-to-date seniority list shall be sent to the Union and posted on the main bulletin board May and November in conjunction with Article 5.03 (Dues Deductions and Union Business). An Employee's name shall not be placed on the seniority list until the Employee has completed her probationary period as per Article 1.07 (Definitions).

All seniority, and privileges obtained under this Agreement shall be retained and transferred with the Employee when there is a change in positions within the Bargaining Unit.

12.02 Loss of Seniority

An Employee shall not lose seniority rights if the Employee is absent from work because of sickness, accident, layoff, or approved leave of absence.

An Employee shall only lose their seniority in the event:

- (a) the Employee is discharged for just cause and is not reinstated.
- (b) the Employee resigns and does not request to rescind in writing within forty-eight (48) hours.
- (c) the Employee fails to return to work within seven (7) calendar days following a recall from layoff and after being notified by registered mail to do so, unless through sickness or other just cause acceptable to the Employer. It shall be the responsibility of the Employee to keep the Employer informed of their current address.
- (d) the Employee is laid off in excess of eighteen (18) months.

12.03 Transfers and Seniority Outside the Bargaining Unit

No Employee shall be reassigned to a position outside the bargaining unit without their written consent other than where an Employee has applied on a position outside of the bargaining unit and is offered and accepts the position. An Employee who is promoted to a position outside the bargaining unit shall not accumulate seniority. In the event the Employee is returned by the Employer to a position in the bargaining unit within twelve (12) months, the Employee shall be credited with the seniority held at the time of promotion and resume accumulation

from the date of their return to the bargaining unit. An Employee not returned to the bargaining unit within twelve (12) months shall forfeit bargaining unit seniority.

In the event an Employee reassigned out of the bargaining unit is returned by the Employer to the bargaining unit within a period of six (6) calendar months, the Employee shall accumulate seniority during the period of time outside the bargaining unit.

12.04 Seniority for Casual Employees

A casual Employee whose status changes from casual, to a Part-time or Full-time permanent position shall have their seniority calculated by taking their total hours worked as a casual Employee from date of hire and dividing by 1950 hours (one year).

Only for the purposes of Article 13 (Promotions and Staff Changes) a casual Employee may use their total hours worked, as a casual Employee, to establish a seniority date using the calculation above.

ARTICLE 13 - PROMOTIONS AND STAFF CHANGES

13.01 (a) Job Postings

When a vacancy exists within the bargaining unit, and is intended to be filled, the Employer shall post a notice on the Employer's main bulletin boards with a copy to the Union. The position shall be posted for a period of ten (10) working days so that interested internal Employees may apply. If there are no qualified, Internal applicants within the bargaining unit within the posting period, the Employer may fill the vacant position at its discretion. The name of the successful applicant shall be posted on the Employer's main bulletin board.

(b) Vacancies Less Than Six (6) Weeks

Vacancies anticipated to be less than six (6) weeks duration shall not be posted, unless otherwise agreed between the Employer and the Union. The Employer will distribute shifts as equally as possible.

(c) Vacancy Greater Than Six (6) Weeks

A vacancy which occurs for more than six (6) weeks will be posted in accordance with 13.01 (a), stating that the position is temporary and shall indicate the estimated duration of the temporary position. In any event, the temporary position generally shall not exceed eighteen (18) months unless mutually agreed between the Employer, the Union, and the Employee. Upon termination of a temporary position, the Employee filling the vacancy shall be returned to the classification in which the Employee last worked without loss of seniority and wage. When an internal bargaining unit Employee is the successful applicant, the said Employee shall retain their

status during the period. An Employee filling a vacancy of six (6) weeks or longer shall not bid on any other posting in which the two (2) positions start, and end dates overlap.

(d) Successful Applicant

The successful internal bargaining unit applicant for a permanent or temporary vacancy will fill the vacancy within ten (10) calendar days from the date the Employee was awarded the vacancy unless there are circumstances beyond the reasonable control of the Employer.

13.02 Information in Postings

In addition to any other information, the job posting notice shall contain the following: nature of the position, qualifications, shift, wage or salary rate or range and FTE.

13.03 Advertising of Job Postings

The Employer may concurrently advertise and interview for vacant positions internally and externally. An internal bargaining unit applicant who meets the minimum qualifications will be awarded the position in accordance with Article 13.05.

13.04 Recognition of Seniority in Hiring and Promotion Decisions

Both parties recognize:

- (a) the principle of promotion within the service of the Employer;
- (b) that job opportunity should increase in proportion to the length of service;
- (c) when all other factors (qualifications, job knowledge, job performance, experience, education and training) are relatively equal seniority shall prevail;
- (d) qualifications for the posted position or vacancy shall be consistent with the responsibilities specified in the job description.

13.05 Methods of Making Appointment

In making staff changes, transfers, or promotions, appointment shall be made of the senior applicant able to meet the normal requirements of the job. Appointments from within the bargaining unit shall be made within three (3) weeks of posting.

13.06 Trial Period

The successful applicant shall be placed on trial for a period of two hundred (200) hours worked. Such trial period shall become permanent after the two hundred (200) hours. The trial period may be extended with mutual agreement, between the Employee, the Union, and the Employer. In the event the successful applicant proves unsatisfactory in the position during the trial period, or if the Employee requests a reversion, the Employee shall be returned to their former position without loss of seniority and wage. Any other Employee promoted or reassigned because of the rearrangement of positions shall also be returned to their former position without loss of seniority and wage. Any unsuccessful applicants for the original posting will then be considered in accordance with Article 13.05. If there are no unsuccessful applicants, then the position would be reposted in accordance with Article 13.01.

All positions affected shall be considered temporary until the successful completion of the trial period.

13.07 Union Notification

The Union shall be notified of all appointments, hiring's, layoffs, recalls and terminations of employment.

Notices of such appointments shall also be posted.

13.08 Postings While on Vacation or Leave

When an Employee will be absent on vacation, and/or a leave of absence, the Employee may advise their Site Leader in writing, that the Employee wishes to be considered for any potential job posting which might arise during their vacation. The written notice must specify the classification and dates the Employee will be away. If a job or position then arises during the Employee's vacation, the written notice will be considered an application. The written notice is only valid during the current vacation period.

13.09 Voluntary Termination (Resignation)

- (a) Employees are expected to give at least two (2) weeks notice to their supervisors when resigning their positions.
- (b) An exit interview may be scheduled to ascertain the reason for the resignation. The interview should also focus on things the Employee believes could be improved in the program. A copy of the exit interview will be provided to the Union.

ARTICLE 14 - LAYOFF AND RECALLS

- 14.01 Employees may be laid off in accordance with the provisions of this Article.
- 14.02 For the purpose of this Article the following definitions shall apply:
- (a) "layoff" - a separation from employment as a result of lack of work, or a reduction in hours to Full-time or Part-time Employees;
 - (b) "seniority" - the length of continuous employment at the site as determined by the Employees initial date of hire into a permanent position.
- 14.03 Except in circumstances beyond the reasonable control of the Employer, the notice of layoff of the Employees shall be as follows:
- (a) fourteen (14) working days. Working days shall mean Monday to Friday exclusive of General Holidays.
- 14.04 When Employees are to be laid off, the Employer shall layoff such Employees in the reverse order of their seniority within the affected classification providing those retained are qualified and able to perform the work.
- 14.05 The time spent by probationary Employees on layoff will be added to the probationary period at the time of recall.
- 14.06 When an Employee has been given notice of layoff or notice of position abolishment, the Employee has the option of:
- (a) accepting the layoff;
 - (b) accepting a vacant position for which the Employee is qualified if available;
 - (c) retaining all seniority and recall rights for eighteen (18) months and accepting casual employment opportunities. The Employer will give such Employees first opportunity for casual employment; or
 - (d) bumping the least senior Employee in a position for which the Employee is qualified.
- 14.07
- (a) If a permanent Employee has not been recalled within eighteen (18) months from the date of layoff, the Employee shall be entitled to severance pay of two (2) weeks per year of service.
 - (b) Severance pay will not be paid out to an Employee who resigned, retired, failed to return to work when recalled, or whose employment was properly terminated.
 - (c) Severance pay will be paid two (2) weeks per year of service in the event of closure, or loss of contract, or permanent layoff.

14.08 This Article does not apply to temporary or casual Employees whose employment is terminated at the end of a specific term of employment.

14.09 Recall Procedure

Employees shall be recalled in the order of their seniority provided that the recalled Employees are qualified to perform the work. Notice of recall shall be sent by registered mail to the Employee's last known address. The Employee must respond in writing to the notice within fourteen (14) calendar days of receipt of such notice, of their intention to either accept or decline the offer of recall. In the event that they do not respond to the notice, they shall lose all seniority and shall have been considered to have resigned their employment.

14.10 No New Employees

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

14.11 Advise Union

In the event of layoffs and recalls, the Employer agrees to advise the Union in advance in accordance with Article 14.03.

14.12 Grievances on Layoffs and Recalls

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

ARTICLE 15 - GRIEVANCE PROCEDURE

15.01 Informal Discussion

Informal procedure when the Union or an Employee believe that there is a problem arising out of the interpretation, application or alleged violation of this Collective Agreement should first discuss the matter with the Employee's immediate supervisor within ten (10) days of when the Employee first became aware of, or reasonably should have become aware of, the occurrence. The Employee shall have the right to be assisted and or accompanied by a Shop Steward or Union Officer while discussing the matter with the Employee's immediate supervisor.

The immediate supervisor shall respond to the Union's or Employee's concern within five (5) days of having met with the Employee or the Union.

If the Employee or the Union find the Employers response in the informal process unsatisfactory, they may initiate a Grievance as out outlined in this article.

15.02 Definition of Grievance

A grievance shall be defined as any difference arising out of the interpretation, application, administration, or alleged violation of the Collective Agreement or a case where the Employer is alleged to have acted unjustly, improperly, or unreasonably.

15.03 Authorized Representatives

An Employee shall have the right to the assistance of a Union Representative at any time during the grievance procedure.

15.04 Time Limits

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

15.05 Mandatory Conditions

- (a) Should the Employer fail to comply with any time limits in the grievance procedure, the grievance shall automatically move to the next step on the day following the expiry of the particular time limit, unless the parties have mutually agreed in writing to extend the time limits.
- (b) During any and all grievance proceedings, the Employee shall continue to perform their duties, except in cases of suspension or dismissal.
- (c) A suspension or dismissal grievance shall commence at Step 2.
- (d) If the Union fails to process a grievance at Step 2 or 3 in the grievance procedure within the time limits specified, the grievance shall be considered abandoned unless the parties agreed in writing to extend the time limits.

15.06 Steps in the Grievance Procedure:

Step 1

An Employee who has a grievance shall, within five (5) days of the date of the incident, or reasonably should have become aware of, the incident which may lead to the grievance, discuss the matter with the Union. The Union shall within five (5) days of the Employee first making the Union aware of the matter, inform the Site Leader in writing stating the nature of the grievance and redress sought, the Union and management shall meet within five (5) days, and have a discussion to try and resolve the issue. The Site Leader shall respond in writing within ten (10) days of their decision. In the event that it is not resolved to the satisfaction of the Union, it may be advanced to Step 2.

Step 2

If the grievance is not resolved at Step 1 above within ten (10) days of the decision of the Site Leader, it may be forwarded in writing by the Union stating the nature of the grievance and redress sought, to the community mentor or designated representative, who shall reply in writing within ten (10) days of receiving the grievance. If the grievance is not settled at this stage, it may be advanced to Step 3.

Step 3

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

15.07 Arbitration

- (a) Either party wishing to submit a grievance to arbitration shall, within twenty (20) days of the receipt of the decision at Step 2 of the grievance procedure, notify the other party in writing of its intention to do so and name up to three (3) proposed names for appointment of a single Arbitrator. If these names do not result in the selection of an Arbitrator, the other Party within twenty (20) days of receipt of the first three (3) proposed names may counter-propose up to three (3) names. Should an Arbitrator not be agreed to within thirty (30) days of the notification referring the matter to Arbitration, the Parties will utilize the provisions of the *Alberta Labour Code* to have an Arbitrator appointed; or
- (b) By mutual written agreement the Parties may agree to an Arbitration Board.
- (c) Where appointees to the Board have been named the parties, then shall, within twenty (20) days, endeavor to select a mutually acceptable Chairperson of the Arbitration Board. If they are unable to agree upon the choice of a Chairperson, application shall be made to the Director of Alberta Mediation Services to appoint an Arbitrator pursuant to the provisions of the Labour Relations Code.
- (d) The Arbitration Board shall hear and determine the difference and shall issue an award in writing, and the decision is final and binding upon the parties and upon the Employee(s) affected if the decision of the majority of the Board is the award of the Arbitration Board. Where there is no majority, the decision of the Chairperson shall be the decision of the Board.
- (e) The Arbitration decision shall be governed by the terms of this Collective Agreement and shall not alter, amend, or change the terms of this Collective Agreement.
- (f) Each of the parties to this Collective Agreement shall bear the expense of its appointee to the Arbitration Board. The fees and

expenses of the Chairperson or single Arbitrator shall be borne equally by the two (2) parties to the dispute.

15.08 Policy Grievance

Where a dispute involving a question of general application on interpretation occurs, or where a group of Employees or the Union has a grievance, Step 1 of this Article may be by-passed.

15.09 Union May Institute a Grievance

The Union and its representatives shall have the right to originate a grievance on behalf of an Employee, or group of Employees and to seek adjustment with the Employer in the manner provided in the Grievance Procedure. Such a grievance shall commence at Step one (1) or two (2).

15.10 Deviation from Grievance Procedure

After a grievance has been initiated by the Union, the Employer's representative shall not enter into discussion or negotiation with respect to the grievance, either directly or indirectly with the aggrieved Employees, without the consent of the Union. Violation of this section shall result in the grievance being allowed.

15.11 Replies in Writing

Replies to grievances stating reasons shall be in writing at all stages.

ARTICLE 16 - DISCIPLINE AND DISCHARGE

16.01 The Employer shall only discipline or discharge for just cause. Both parties recognize the value of progressive discipline.

16.02 Unsatisfactory conduct and/or performance by an Employee may be grounds for discipline up to and including dismissal.

16.03 A written warning shall provide the specifics of the issue(s) that gave rise to the disciplinary action, shall provide direction regarding work performance expectations and a timeline for improvement, as well as indicating that further discipline or dismissal may follow any similar or other infractions. A copy of the written warning shall be placed on the Employee's personnel file. A copy of the written warning shall be forwarded to the Union.

16.04 The Employee will sign any written notice of discipline for the sole purpose of indicating that the Employee is aware of the disciplinary notice. All disciplinary notices shall be copied to the Union.

- 16.05 A claim by an Employee that they have been unjustly disciplined or discharged will be treated as an individual grievance, commencing at Step 2 of the grievance procedure. The Union must submit the written grievance, dated and signed within ten (10) calendar days after the date of the discipline.
- 16.06 An Employee who has been subjected to disciplinary action may, after twelve (12) months of continuous work from the date of the disciplinary measure was invoked, shall have their personnel file cleared of any record of the disciplinary action. Such request shall be granted provided the Employee's file does not contain a related record of disciplinary action during the twelve (12) month period. The Employer will confirm in writing to the Employee that such action has been affected.
- 16.07 An Employee shall have the right to have a Union Representative and or the National Representative present when disciplinary notice is issued by the Site Leader verbally or in writing. In the case of the National Representative this shall not unreasonably delay the process, in excess of forty-eight (48) hours.
- 16.08 AWOL

An Employee absent for three (3) consecutive workdays without good and proper reason acceptable to the Employer, and or without notifying the Employer will be considered to have resigned their employment with the Employer.

ARTICLE 17 - GENERAL HOLIDAYS

- 17.01 (a) The Employer shall recognize the following General Holidays:

New Year's Day	Labour Day
Family Day	Thanksgiving Day
Good Friday	Remembrance Day
Victoria Day	Christmas Day
Canada Day	Boxing Day
Heritage Day (August)	

and any other day designated, by regulation, as a General Holiday by the Lieutenant Governor in Council, and any other day designated as a General Holiday under an agreement between an Employer and Employees, or otherwise designated as a General Holiday by an Employer.

- (b) In order to qualify for General Holiday pay the 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 or vacation.

- (c) Notwithstanding the foregoing, while:
 - (i) on layoff, or
 - (ii) in receipt of compensation from the Worker's Compensation Board, or
 - (iii) on leave of absence in excess of thirty (30) calendar days for any reason an Employee shall not be entitled to:
 - (a) a day off with pay; or
 - (b) payment in lieu thereof for the aforementioned General Holidays.

- 17.02 (a) When a General Holiday falls on a day that would otherwise have been a workday, the Employee receives the day off, and the Employee will receive their basic rate of pay for their regularly scheduled hours.
- (b) When a General Holiday falls on an Employee's regularly scheduled day off, the Employee will receive another day off with pay at a mutually agreeable time within ninety (90) days of that holiday or failing mutual agreement will be paid their basic rate of pay for their regularly scheduled hours.
- (c) When a Full-time Employee is required to work on a General Holiday, the Employee will be entitled to the usual wage for the hours worked plus one and one-half (1½) times their Basic Rate of Pay for all hours worked.
- (d) Part-time and Casual Employees shall receive Named Holiday pay at the rate of five percent (5%) of the Employees Basic Rate of Pay, earned in the four (4) weeks immediately preceding the Named Holiday, unless *Alberta Employment Standards* states otherwise.
- (e) Part-time and Casual Employees required to work on a Named Holiday shall be paid, in addition to Article 17.02(d) above, one and one half (1.5) times their Basic Rate of Pay plus any applicable shift premiums for all hours worked.

17.03 Unless an Employee requests otherwise, the Employee shall not be required to work both Christmas Day and New Year's Day of the same holiday season.

ARTICLE 18 - SICK LEAVE

18.01 To protect Employees against loss of income where they are legitimately ill, the Employer agrees that Employees absenting themselves on account of personal illness which renders them unable to perform their regular duties shall be entitled to receive paid sick leave benefits equal to their basic rate of pay for each day of personal illness that they were scheduled to work, to the extent of their accumulated sick leave credits.

18.02 Sick Time Accumulation Bank

Employees shall accrue sick leave at the rate of 0.0375 of an hour per hour worked to a maximum bank of two hundred fifty (250) hours.

18.03 Use of Accumulated Sick Time Bank

For each day an Employee is sick, a day will be deducted from the Employee's sick leave credits.

18.04 Employees shall not suffer any loss of seniority while receiving Employer paid sick leave.

18.05 Sick Leave as Affected by Probation Period

Employees who have not completed their probation period shall not be entitled to paid sick leave. However, once their probation period has been completed, they will be credited with sick leave as accrued in accordance with Article 18.02.

18.06 When sick leave in excess of five (5) working days is claimed or if a pattern of behaviour is apparent, proof of disability, sickness or accident from a qualified medical practitioner may be required. Any costs incurred in securing such proof of disability, sickness or accident will be reimbursed by the Employer upon presentation of receipt.

18.07 Termination of Sick Leave

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

18.08 Part-Time Employees Sick Leave Credits

Part-time Employees shall accumulate paid sick leave on a pro-rata basis of all hours worked.

18.09 Only regularly scheduled workdays will be charged against paid sick leave credit.

18.10 Sick Leave Benefits While on Workers' Compensation

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

18.11 Notification of Absence Due to Illness

An Employee who is absent on account of personal illness must notify the Employer on the first day of illness before the time they would normally report for

duty. Failure to give notice, unless such failure is unavoidable, may result in loss of paid sick leave benefits for that day of absence.

18.12 Notification of Return to Work

During any illness, the Employee will notify the Employer of their intention to return to work or any extension to their leave as far in advance as possible.

During any longer-term illness of six (6) weeks or more, the Employee shall notify the Employer of their medical approval to return to work, at least one (1) week in advance of their return to work.

18.13 Exhaustion of Sick Leave Credits

Employees whose paid sick leave credits are exhausted will be considered on sick leave without pay.

18.14 Casual Employees

Casual Employees shall not be entitled to paid sick leave.

18.15 When an Employee accepts any assignment for sickness relief and then reports sick for such an assignment, the Employee shall not be entitled to utilize sick leave credits for any additional hours created by such an assignment.

18.16 Proof of Illness

Employees may be required to submit satisfactory verification to the Employer of any period of sick leave. Payment of sick leave benefits shall not be paid until the required verification has been provided. For sick leave without pay, if the required verification has not been provided, the Employee shall be recorded as Absent Without Leave for the period in question.

Where the Employee must pay a fee for such verification or medical information/document or the costs of an independent medical examination, the full fee paid by the Employee shall be reimbursed by the Employer upon provision of a receipt.

The Employer may request, and the Employee shall provide other documentation (i.e., medical abilities form) related to illness or injury or absence from work due to illness; where there is a cost associated with such documentation the full fee paid by the Employee shall be reimbursed by the Employer upon provision of a receipt.

ARTICLE 19 - LEAVE OF ABSENCE

19.01 General Leave

The Employer may grant leave of absence without pay and without loss of seniority to any Employee requesting such leave of absence. Employees on approved leave of absence should not engage in any gainful employment without prior permission of the Employer. Such leave is not to be unreasonably denied.

19.02 Leave for Union Business

Representatives of the Union shall not suffer any loss of pay when required to leave their employment temporarily in order to carry on discussions or negotiations with the Employer, or with respect to a grievance or an interest or rights arbitration hearing provided that Employees shall be required to obtain the permission of the Employer before leaving their employment. The Union shall reimburse the Employer for receipt of such pay and benefits.

19.03 Leave for Union Function

- (a) Upon written notification to the Employer, an Employee elected or appointed to represent the Union at Union functions shall be allowed a leave of absence with pay and benefits and without loss of seniority. The Union shall reimburse the Employer for receipt of such pay and benefits.
- (b) With fourteen (14) days written notice, Employee(s) may make an application for leave of absence to perform duties of any office in their local Union, the parent Union or to a full-time official of the Union. A maximum of two (2) Employee(s) shall be granted a leave of absence, for the purpose of carrying out the duties of their position and shall retain their seniority as if they had remained in continuous employment therein. The Employee shall have the right, at any time, upon giving fourteen (14) days notice, to return to their previous position or to such other position to which they may be promoted by reason of seniority and ability.

(c) Collective Bargaining

The Employer shall not unreasonably deny requests for up to three (3) Employees elected or appointed to represent the Union as members of the Union's collective bargaining team so as to participate in negotiations with the Employer.

(d) Pay and Reimbursement – Union Leave

- (i) Pay shall continue during such approved leaves, and the Union agrees to reimburse the Employer for actual wages, and benefits.
- (ii) If the Employer is unable to replace the Employee for said Union leave at straight time wages, the Employer shall have the right to deny Union leave if the Employer will incur a greater cost to replace the Employee.

19.04 Bereavement Leave

An Employee shall be granted three (3) days bereavement leave without loss of regular earnings in the event of the death of the following relatives:

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

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

19.05 The Employer shall extend Bereavement Leave up to two (2) additional days when it is necessary for an Employee to travel three hundred (300) kilometers or more each way.

19.06 Compassionate Leave / or Family Leave

Leave with pay shall be granted up to a maximum of five (5) continuous days off with pay per calendar year and without loss of seniority for serious illness in the immediate family or other serious family emergencies. Such time will be deducted from the Employee's sick leave bank.

19.07 Maternity and Parental Leave

Maternity and parental leaves will be granted in accordance with the *Employment Standards Code of Alberta* unless otherwise amended.

19.08 Jury Duty Leave

- (a) In the event a regular Employee is required to appear before a court of law for jury selection, as a member of a jury, or as a witness in matters arising out of their Employment with the Employer, the Employee shall:
 - (i) suffer no loss of regular earnings at their basic rate of pay for the scheduled shifts so missed;
 - (ii) assign to the Employer all pay for such court appearance.
- (b) Where a regular Employee is required by law to appear before a court of law for reasons other than those stated in (a) above, they shall be granted a leave of absence without pay.

19.09 Pressing Necessity

Upon notification and confirmation by the Employer an Employee shall be granted, leave without pay of one (1) day per calendar year. Pressing necessity shall be defined as any circumstance of a sudden or unusual occurrence, which could not be reasonably foreseen by the Employee, and which requires the immediate attention of the Employee. An Employee may elect to use vacation or earned time off.

19.10 Job Protected Leaves

Reservists leave	up to 26 consecutive weeks (no change)
Compassionate care leave (leave to care for a critically ill family member)	up to 27 weeks
Death or disappearance of a child	up to 52 weeks for disappearance of a child due to crime up to 104 weeks if the child has died as a result of a crime
Critical illness of a child	up to 36 weeks
Domestic violence leave	up to 10 days
Personal and family responsibility leave	up to 5 days
Citizenship Ceremony Leave	up to 1 day

All job protected leave shall be in accordance with Alberta Employment Standards 2018.

<https://www.alberta.ca/employment-standards-changes.aspx>

ARTICLE 20 - VACATION

20.01 Definition

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

- (a) "Vacation" means annual vacation with pay.
- (b) "Date of Employment" means the date of hire with the Employer.
- (c) "Pay" means Basic Rate of Pay
- (d) The vacation year shall be January 1st through December 31st inclusive.

20.02 Time of Vacation

- (a) During each continuous year of service, an Employee shall earn entitlement to a vacation with pay, to be taken in the next following calendar year.
- (b) All vacation earned during one calendar year shall be taken in the following vacation year at a mutually agreeable time.
- (c) A vacation schedule shall be posted by March 1st each year and Employees shall have until April 30th to submit their vacation requests. Vacation allocation shall be determined by seniority.
- (d) For vacation requests submitted after April 30th, the date of request will be the deciding factor.
- (e) A request may be made in writing to the Employer to utilize vacation credits prior to the completion of the calendar year in which the credits are earned. The request shall be subject to the approval of the Employer and shall not exceed the number of vacation days accrued to the date of the request.
- (f) A vacation period may be divided by mutual agreement between the Employee and the Employer.

20.03 Vacation Entitlement

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

Less than one (1) year	working days as accrued at four percent (4%) of gross wages
One (1) year or more	four percent (4%) of gross wages (10 working days)
Four (4) years or more	six percent (6%) of gross wages (15 working days)
Ten (10) years or more	eight percent (8%) of gross wages (20 working days)

20.04 Compensation for General Holidays Falling Within Vacation Scheduling

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

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

20.05 Casual Employees

Casual Employees who work casual hours shall receive vacation pay in accordance with the *Employment Standards Code for Alberta* for all casual hours worked. Vacation pay for casual hours will be compensated on each pay cheque.

20.06 Vacation Leave during the Months of July and August

The Union and the Employer agree that as a means to provide Vacation Leave to as many Employees as possible during the months of July and August, Vacation Leave will be limited to a maximum of two weeks each year per Employee during these two (2) months.

ARTICLE 21 - PAYMENT OF WAGES AND ALLOWANCES

21.01 Pay Days

The Employer agrees that wages will be paid bi-weekly on every second Friday.

On each payday, each Employee shall be provided with an itemized statement of their wages, overtime and other supplementary pay and deductions as well as details of accumulated sick leave and vacation leave. The Employee's hourly rate is to be placed on the cheque stub. The Employee's year to date total hours worked will also be on the Seniority list two (2) times a year, May 1st and November 1st.

If an Employee is under paid, the following applies:

If the amount of the error is equal to or greater than the Employee's normal gross wages for a day of work, the Employer will provide the adjustment payment promptly. The objective is to deliver the payment within three (3) business days of the error being brought to the Employer's attention.

Errors of lesser amounts will normally be corrected on the next pay.

21.02 Pay During Temporary Assignments

When an Employee temporarily relieves in or performs the principle duties of a higher paying position, the Employee shall receive the rate for the job. When an Employee is temporarily assigned to a lower paying position than their own, their rate shall not be reduced.

ARTICLE 22 - EMPLOYEE BENEFITS

22.01 The Employer shall contract a benefit carrier for and implement the following group plans. The parties to this Agreement agree to adhere to the terms and conditions of the benefit carrier:

- (a) Alberta Health Care Insurance Plan;
- (b) Great-West Life Group Benefit Plan – Health Care refer to Plan booklet;
- (c) Dental Care
 - (i) 70% Basic Coverage – Maximum \$1,000 per calendar year
 - (ii) 100% Accidental Coverage – unlimited
- (d) Basic Life Insurance – \$25,000, reducing by 50% at age 65;
 - (i) Dependent Life Insurance
 - Spouse \$10,000
 - Child \$5,000
 - (ii) Employee Accidental Death, Dismemberment & Specific Loss – an amount equal to your Life Insurance.
- (e) Health Premium costs will be paid as follows:
 - (i) Fifty per cent (50%) Employer – fifty per cent (50%) Employee
 - (ii) Coverage under the provisions of this Article shall apply to Full-time and Part-time Employees who work twenty (20) hours or more per week and shall commence on the first day of the calendar month immediately following completion of the Employee's probationary period.
- (f) Health Spending Account

A Health Spending Account of four hundred and fifty dollars (\$450.00) per year will be available for all current Employees working twenty (20) hours or more (as per the Benefit eligibility criteria) and will be pro-rated based on FTE.

ARTICLE 23 - RRSP

23.01 The Employer shall pay three percent (3%) matching on a voluntary contribution available to Employees working twenty (20) or more hours per week. The Employer's matching contribution is only paid when the Employee contributes.

ARTICLE 24 - NORTHERN TRAVEL BENEFIT

24.01 Provided that all requirements of the *Canada Revenue Agency* have been met, for the purposes of this agreement, \$4,000.00 (or such maximum amount allowed by the *Canada Revenue Agency*) of the annual salary as set out by this Agreement shall be considered to be a Travel Assistance Benefit paid in a designated area as defined by the *Canada Revenue Agency* and shall be indicated as such in the appropriate box on the annual T4 slip. The provision of this benefit shall in no fashion add to the cost of salary or benefits to the Employer.

ARTICLE 25 - PERSONNEL FILES

25.01 By appointment an Employee may view their personnel file four (4) times per year. An Employee may be accompanied by a Union Representative when viewing their personnel file. Unless related to a grievance the Employee shall view the file on their own (unpaid) time.

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

ARTICLE 26 - UNDERSTAFFED

26.01 The Parties agree to the following:

Employees required to work on a shift that is under-staffed shall be entitled to all breaks and lunch periods. The Employer will ensure that this occurs in a timely fashion. In addition, the Employer agrees to reorganize the work to reduce the workload demands. The reorganization shall be communicated to all Employees

ARTICLE 27 - RETROACTIVITY

27.01 The Employer will pay retroactivity on the basis of all regular hours worked from May 1, 2021 to the date of implementation of the Agreement. Retroactivity shall apply to Hourly Rate of Pay, Shift Premium, Weekend Premium and Market Adjustment changes to Employee Benefits, will be effective the first pay period after Ratification of the Collective Agreement.

ARTICLE 28 - TERM OF AGREEMENT

28.01 Effective Date

The term of this Agreement shall be from May 1, 2021 to April 30, 2024 and shall continue from year to year thereafter unless either party to this Agreement gives notice in writing of their intent to enter into collective bargaining no more than one hundred and twenty (120) and no less than sixty (60) days prior to the expiration.

28.02 Changes in Agreement

Any changes deemed necessary in this Agreement may be made by mutual agreement, in writing, at any time during the existence of this Agreement.

APPENDIX "A" WAGES

Progression through the steps is based on service with the Employer
And 1950 hours needs to be achieved in each step to prompt a move.

Care Aide (Non-Certified Health Care Aide)

May 1, 2021 0.75% increase

Probation	1950	3900	5850	7800	9750	11700
Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7
\$18.36	\$18.65	\$18.96	\$19.58	\$20.77	\$22.01	\$22.62

May 1, 2022 0.75% increase

Probation	1950	3900	5850	7800	9750	11700
Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7
\$18.49	\$18.79	\$19.10	\$19.72	\$20.93	\$22.18	\$22.79

May 1, 2023 0.75% increase

Probation	1950	3900	5850	7800	9750	11700
Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7
\$18.63	\$18.93	\$19.25	\$19.87	\$21.09	\$22.35	\$22.96

Health Care Aide

May 1, 2021 0.75% increase

Probation	1950	3900	5850	7800	9750	11700
Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7
\$20.02	\$20.79	\$21.61	\$22.45	\$23.33	\$24.22	\$25.08

May 1, 2022 0.75% increase

Probation	1950	3900	5850	7800	9750	11700
Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7
\$20.17	\$20.95	\$21.77	\$22.62	\$23.51	\$24.40	\$25.26

May 1, 2023 0.75% increase

Probation	1950	3900	5850	7800	9750	11700
Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7
\$20.32	\$21.11	\$21.94	\$22.79	\$23.69	\$24.58	\$25.45

Wellness Team Leader

May 1, 2021 0.75% increase

Probation	1950	3900	5850	7800	9750	11700
Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7
\$21.03	\$21.85	\$22.68	\$23.58	\$24.50	\$25.44	\$26.11

May 1, 2022 0.75% increase

Probation	1950	3900	5850	7800	9750	11700
Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7
\$21.18	\$22.02	\$22.85	\$23.75	\$24.69	\$25.63	\$26.31

May 1, 2023 0.75% increase

Probation	1950	3900	5850	7800	9750	11700
Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7
\$21.34	\$22.18	\$23.02	\$23.93	\$24.87	\$25.82	\$26.51

Cook / Kitchen Prep

May 1, 2021 0.75% increase

Probation	1950	3900	5850	7800	9750	11700
Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7
\$18.69	\$19.25	\$19.83	\$20.43	\$21.04	\$21.67	\$22.32

May 1, 2022 0.75% increase

Probation	1950	3900	5850	7800	9750	11700
Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7
\$18.83	\$19.40	\$19.98	\$20.59	\$21.19	\$21.83	\$22.48

May 1, 2023 0.75% increase

Probation	1950	3900	5850	7800	9750	11700
Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7
\$18.97	\$19.54	\$20.13	\$20.74	\$21.35	\$22.00	\$22.65

Hospitality Aide and House Keeper

May 1, 2021 0.75% increase

Probation	1950	3900	5850	7800	9750
Step 1	Step 2	Step 3	Step 4	Step 5	Step 6
\$16.86	\$17.35	\$17.87	\$18.42	\$18.97	\$19.55

May 1, 2022 0.75% increase

Probation	1950	3900	5850	7800	9750
Step 1	Step 2	Step 3	Step 4	Step 5	Step 6
\$16.98	\$17.48	\$18.01	\$18.56	\$19.11	\$19.69

May 1, 2023 0.75% increase

Probation	1950	3900	5850	7800	9750
Step 1	Step 2	Step 3	Step 4	Step 5	Step 6
\$17.11	\$17.61	\$18.14	\$18.69	\$19.26	\$19.84

Seasonal Support – Shift premiums will not apply to this position.

May 1, 2021

Step 1
\$15.77

0.75% increase

May 1, 2022

Step 1
\$15.89

0.75% increase

May 1, 2023

Step 1
\$16.00

0.75% increase

Maintenance Supervisor

May 1, 2021 0.75% increase

Probation	1950	3900	5850
Step 1	Step 2	Step 3	Step 4
\$25.63	\$26.40	\$27.20	\$28.00

May 1, 2022 0.75% increase

Probation	1950	3900	5850
Step 1	Step 2	Step 3	Step 4
\$25.82	\$26.59	\$27.41	\$28.21

May 1, 2023 0.75% increase

Probation	1950	3900	5850
Step 1	Step 2	Step 3	Step 4
\$26.02	\$26.79	\$27.61	\$28.42

Maintenance

May 1, 2021 0.75% increase

Probation	1950	3900	5850
Step 1	Step 2	Step 3	Step 4
\$18.18	\$18.47	\$18.77	\$19.38

May 1, 2022 0.75% increase

Probation	1950	3900	5850
Step 1	Step 2	Step 3	Step 4
\$18.31	\$18.61	\$18.91	\$19.53

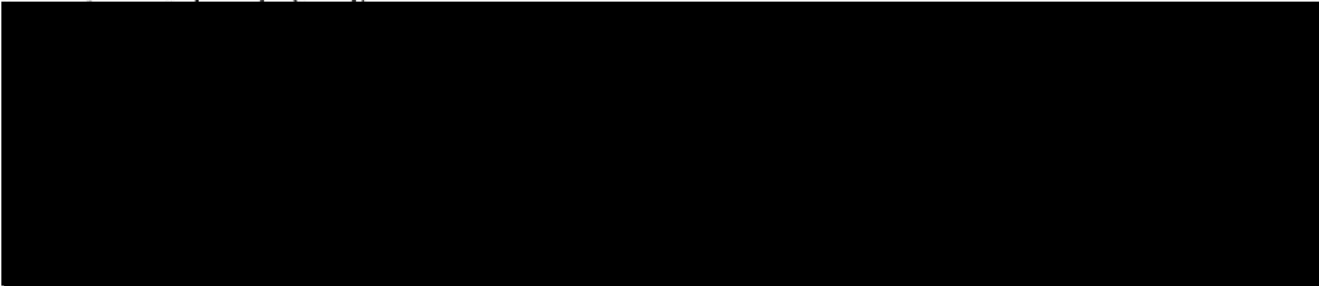
May 1, 2023 0.75% increase

Probation	1950	3900	5850
Step 1	Step 2	Step 3	Step 4
\$18.45	\$18.75	\$19.05	\$19.68

Signed this 17 day of November, 2021.
Day Month Year

Signed on behalf of the Employer
Emerald Gardens Retirement Residence
Partnership

Signed on behalf of the Canadian Union
of Public Employees Local 3623



LETTER OF UNDERSTANDING # 1

-between-

THE CANADIAN UNION OF PUBLIC EMPLOYEES, LOCAL 3623
(the "Union")

-and-

EMERALD GARDENS RETIREMENT RESIDENCE PARTNERSHIP
(the "Employer")

Re: Hours of Work Averaging Agreement (HWAA)

Classification: Health Care Aide

- Scheduled daily and weekly hours, which cannot exceed – 12 working hours per day or an average of forty-two (42) hours per week over the Averaging Period.

Averaging Period: Eight (8) weeks (Number of weeks the hours will be averaged over - cannot exceed 12 weeks)

Average Weekly Hours Scheduled: Forty-two (42) hours

As an Employee Care Partner Health Care Aide, you will work four (4) days on and four (4) days off over an Averaging Period of eight (8) weeks. Your scheduled hours average forty-two (42) hours a week over the eight (8) week period. Example below

	Sun	Mon	Tues	Wed	Thurs	Fri	Sat	Weekly Hours
Week 1	12	12	12	12	X	X	X	48
Week 2	X	12	12	12	12	X	X	48
Week 3	X	X	12	12	12	12	X	48
Week 4	X	X	X	12	12	12	12	48
Week 5	X	X	X	X	12	12	12	36
Week 6	12	X	X	X	X	12	12	36
Week 7	12	12	X	X	X	X	12	36
Week 8	12	12	12	X	X	X	X	36
Averaging/week over averaging period								42

cont...

Overtime Rules

The Employee Care Partner will be entitled to overtime for the greater of the following:

Overtime calculated on a daily and averaging period basis. Overtime is calculated on the greater of hours worked in excess of:

- 12 hours a day
- 42 hours per week over the Averaging Period of 8 weeks

Date 17 Nov. 2021

For the Union

For the Employer

df/cope#491

LETTER OF UNDERSTANDING # 2

BETWEEN

THE CANADIAN UNION OF PUBLIC EMPLOYEES, LOCAL 3623
(the "Union")

AND

EMERALD GARDENS RETIREMENT RESIDENCE PARTNERSHIP
(the "Employer")

Re: Out of Scope Position

Whereas the Employer (Emerald Gardens Retirement Residence Partnership) has revised the job description of Maintenance Supervisor.

The Maintenance Supervisor resigned his Union position to accept the out-of-scope Maintenance Supervisor position which includes the primary functions of performing management duties such as hiring, firing and handling confidential information.

Therefore, the Parties have agreed to recognize the Maintenance Supervisor position to be included as an exempt position, as per Article 2.03 Work of the Bargaining Unit.

Date 17 Nov. 2021

For the Union

For the Employer

df/cope 491