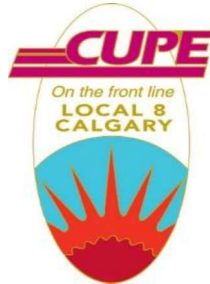


# COLLECTIVE AGREEMENT

Between



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

And



**Operating as - THE SCENIC GRANDE**

Expiring December 31, 2025

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## **ARTICLE 1 – PREAMBLE**

1.01 It is the purpose of both parties to this Agreement:

- (a) To maintain an orderly collective bargaining relationship between the Employer and its Employees;
- (b) To recognize the value of joint discussions and negotiations;
- (c) To encourage efficiency in operations;
- (d) To provide a mechanism for the amical adjustment of grievances which may arise;
- (e) To provide compassionate care for the residents to meet their physical and emotional needs in a safe, comfortable environment, treating them and their families with the respect and dignity they deserve.

### **1.02 Land Acknowledgement**

The parties acknowledge and respect that we live and work on the land referred to as Treaty 7 is the traditional meeting grounds and home to many diverse Indigenous Nations.

## **ARTICLE 2 – TERM OF AGREEMENT**

### **2.01 Duration**

This Agreement shall remain in effect and binding from date of ratification to and including December 31, 2023 and shall continue from year to year thereafter unless either party gives to the other party notice in writing not less than sixty (60) days and not more than one hundred and twenty (120) days before the Agreement is specified to terminate that it desires its termination or amendment.

## **ARTICLE 3 – NO STRIKES OR LOCK OUTS**

3.01 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 4 – SCOPE AND RECOGNITION**

4.01 The Employer recognizes the Union as the sole and exclusive bargaining agent for all Employees of Revera Retirement LP by its general partner Revera Retirement Genpar Inc., operating as “Scenic Grande” pursuant to Certificate #C1895-2021 issued in

accordance with the Alberta Labour Relations Board, save and except Receptionists, Sales Consultants, Supervisors, and those above the rank of Supervisor. The Employer undertakes that it will not enter into any agreement or contract with those Employees, either individually or collectively, which may be in conflict with the terms of this Collective Agreement.

#### 4.02 No Competition

An Employee may not enter into a financial arrangement with a resident and/or their responsible party (pertaining to the resident) to provide services with whom the Employer has a contractual relationship.

#### 4.03 Representative of Canadian Union of Public Employees

The Union or any member thereof shall have the right to have the assistance of representatives of the Canadian Union of Public Employees when negotiating with the Employer.

### **ARTICLE 5 – DEFINITIONS**

- 5.01 A Permanent Full-time Employee is one who is normally scheduled to work seventy-five (75) hours biweekly (exclusive of overtime and call-in shifts) in a two-week pay period as defined in Article 22, Hours of Work, and one who has served the required probationary period.
- 5.02 A Permanent (Benefit Eligible) Part-time Employee is one who has served the required probationary period and who is regularly scheduled to work sixty (60) hours or greater, but less than seventy-five (75) hours bi-weekly (exclusive of overtime and call in shifts). These Employees are entitled to vacation, statutory holidays, benefits, and sick leave on a prorated basis. It is agreed and understood that Part-time Employees shall have first preference for available work.
- 5.03 A Permanent (Non-Benefit Eligible) Part-time Employee is one who is regularly scheduled to work less than sixty (60) hours bi-weekly.
- 5.04 A Casual Employee means an Employee who is called to work on a call-in basis, for relief purposes but who does not work a regular schedule or does so for only a specified time. Such Employee has the option of refusing work when it is made available, however, it is understood that a Casual Employee cannot unreasonably or consistently refuse to work shifts. It is understood that there is no guarantee of hours for Casual Employees and hours may fluctuate up and down without triggering the layoff or posting procedures. Casual Employees will not accrue seniority. Casual Employees shall be deemed to have abandoned their employment if they have not made themselves available to work for a period of sixty (60) days.
- 5.05 The word “Employee” in this Agreement shall mean the Employees of the Employer for whom the Union is the bargaining agent.

- 5.06 Wherever the word “Executive Director” is used in this Agreement, it shall be considered as meaning the Executive Director or their designate.
- 5.07 The word “Residence” in this Agreement shall refer to The Scenic Grande Retirement Residence located at 8720 Scurfield Dr NW in the city of Calgary, Alberta.
- 5.08 It shall be the responsibility of the Employee to keep the Employer informed of their current address and other contact information (i.e. email, mobile #, etc.), in case it is necessary to notify any Employee of any matter under this Agreement.

## **ARTICLE 6 – UNION SECURITY**

### **6.01 Union Membership**

All Employees will, as a condition of continued employment, become and remain members of the Union, according to the Constitution and Bylaws of the Union.

### **6.02 Check-Off Payments**

The Employer will deduct from every Employee any dues, initiation fees, or assessments levied in accordance with the Constitution and Bylaws of the Union.

- 6.03 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 list will include names, addresses, phone numbers, personal email addresses (if available), classifications, and status of all Employees from whose wages the deductions have been made. The Union will advise the Employer by letter of the amount of the dues, initiation fees or other assessments one (1) month in advance of the end of the pay period in which the deductions are to be made. The Employer will indicate Union dues deductions on the individual Employee’s annual T4 issued for income tax purposes.

- 6.04 The Union will save the Employer harmless from any claims that may arise either from any deduction from wages in respect of check-off of Union monthly assessments or any action taken at the request of the Union.

### **6.05 Work of the Bargaining Unit**

Persons outside the bargaining unit shall not perform duties by Employees in the bargaining unit except in cases of instruction, training, experimentation or in emergency cases where bargaining unit Employees are not readily available.

Notwithstanding the above, it shall be a violation of this article when management employees perform bargaining unit duties that they normally and usually perform.

- 6.06 A representative of the Union shall have the right to make a presentation of up to fifteen (15) minutes at the orientation of new Employees with respect to the structure of the Local, as well as the rights, responsibilities, and benefits under the Collective Agreement. Attendance at the presentation shall not be compulsory. The Union Representative's time to do the presentation shall only be paid by the Employer if the presentation occurs during the Employee's scheduled hours of work. No overtime or travel time shall be paid by the Employer.

## **ARTICLE 7 – MANAGEMENT RIGHTS**

- 7.01 The Union recognizes and acknowledges that all management rights and prerogatives and the direction of the working forces and the management of the Employer's enterprise are vested exclusively with the Employer and without limiting the generality of the foregoing the exclusive functions of the Employer shall include the following:
- (a) to operate and manage its business in every and in all respects;
  - (b) to maintain order, discipline, and efficiency amongst its employees and in connection therewith to establish and enforce reasonable rules, regulations policies and practices from time to time;
  - (c) to select, hire, transfer, lay-off, recall, promote, demote, classify, assign duties, discharge, suspend, or otherwise discipline employees for just cause, provided that a claim that an employee who has been discharged or disciplined without just cause may be the subject of a grievance and dealt with as hereinafter provided; to determine whether vacancies exist and to hire persons to fill vacant positions or newly created positions;
  - (d) to have the right to plan, direct and control the work of the employee, the operations of the Employer, and the schedules and procedures of work. This includes the right to introduce new methods, the materials or good to be used, including the method of operation and control of those materials and good, facilities, machinery, technology, and equipment, and to direct and control the amount of supervision necessary, to combine or split up departments, work locations, work schedules, and to increase or reduce personnel in any particular area, or in the whole, and the number of employees required for the Employer's purposes and to reduce or increase normal hours of work per day or per week and to determine starting and quitting times; to assign employees to shifts as required.
  - (e) to determine the number of shifts, job content and requirements, quality standards, the qualifications of employees; to select and retain employees for positions excluded from the bargaining unit.
  - (f) to establish standards of service; to amend or modify standards; to determine new methods to be used; to determine the requirements of a job and the qualifications of an employee to perform the work required.

7.02 The Employer will exercise its management rights in accordance with the Collective Agreement.

## **ARTICLE 8 – NO DISCRIMINATION AND NO HARASSMENT**

### **8.01 No Discrimination**

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

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.

## ARTICLE 9 – UNION REPRESENTATION

9.01 The Employer shall be advised in writing of the names of Stewards and notified of any changes of Stewards as may occur from time to time.

9.02 The Union acknowledges that Stewards must continue to perform their regular duties and not leave their work area without permission of the Employer.

### 9.03 Assistance of the Union

Bargaining unit Employees may have the right to assistance of a Steward for any disciplinary meeting with the Employer.

9.04 The Union bargaining committee will consist of two (2) members of the Residence. Representatives of the Union shall not suffer any loss of pay when required to leave their employment temporarily, during the day, in order to meet with representatives of the Employer with respect to grievances or for bargaining. The Union will advise the Employer with the names of the officers and members of the Union bargaining committee. The list will be revised as changes occur.

### 9.05 Representative(s) 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 request access to the Employer's premises in order to investigate and assist in any labour relations matter. Employer approval of such request will not be unreasonably denied. 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.

### 9.06 Union Business

No employee shall conduct Union business during working hours other than as specifically permitted by this Agreement or with express permission of the Employer.

9.07 Not more than three (3) stewards (with no more than two (2) from the same department) shall be selected by the Union to represent the Union for the purpose of handling of grievances or bargaining on any matter properly arising from time during the continuance of this agreement.



## **ARTICLE 10 – COMPLAINTS AND GRIEVANCES**

### **10.01 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.

### **10.02 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.

### **10.03 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 11.06 (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 11.06 (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.

### **10.04 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) Union

Representative may assist the Employee at any time, unless there is mutual agreement for a second Union Representative to attend.

- (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.

#### 10.05 Mandatory Conditions

- (a) It is agreed that the presentation and processing of any grievance must be within the applicable time limits set out. 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.

#### 10.06 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 Director, Regional Operations or the designated representative. The Director, Regional Operations 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 Director, Regional Operations 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 11 – MEDIATION AND ARBITRATION**

### **11.01 Grievance Mediation**

- (a) Either party, with the agreement of the other party, may submit a grievance to Grievance Mediation at any time within twenty-one (21) days after the Employer's written decision has been rendered at the Step prior to Arbitration. Where the matter is so referred, the mediation process shall take place before the matter is referred to Arbitration.
- (b) Grievance Mediation shall commence at time mutually agreed.
- (c) No matter may be submitted to Grievance Mediation which has not been properly carried through the grievance procedure, provided that the parties may extend the time limits fixed in the grievance procedure.
- (d) The Parties shall agree on a Mediator.
- (e) Proceedings before the Mediator shall be informal. Accordingly, the rules of evidence will not apply, no record of proceeding shall be made, and legal counsel shall not be used by either party.
- (f) The Mediator will have the authority to meet separately with each party.

- (g) If no settlement is reached following Grievance Mediation, the parties are free to submit the matter to Arbitration in accordance with the provisions in the Collective Agreement. In the event that a grievance has been mediated subsequently progresses to Arbitration, no person serving as the Mediator may serve as an Arbitrator without the permission of both the Union and the Employer. Nothing said or done by the Mediator may be referred to at Arbitration notwithstanding the exception indicated above.
- (h) The Union and Employer will share the cost of the Mediator, if any.

#### 11.02 Arbitration

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

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

Each of the parties shall be responsible for the fees and expenses of its own witnesses and counsel. The fees and expenses of the Sole Arbitrator shall be shared equally by the parties in this Agreement.

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

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

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

The proceedings of the Arbitration Board will be expedited by the parties hereto, and the decision of the majority and where there is no majority, the decision of the Chairperson will be final and binding upon the parties hereto.

Each of the parties shall be responsible for the fees and expenses of its nominee and its own witnesses. The fees and expenses of the Chairperson shall be shared equally by the parties to this Agreement.

- 11.04 The Sole Arbitrator, or the Board of Arbitration, shall not have any power to alter or change any of the provision of the Agreement or to substitute any new provisions for any existing provisions nor to give any decision inconsistent with the terms and provisions of the Agreement.
- 11.05 No person shall be selected as a Sole Arbitrator or Chairman who has been directly involved in attempts to negotiate or settle the grievance or the Collective Agreement in force at the time the grievance arose, unless mutually agreed to by the Employer and the Union.

## **ARTICLE 12 – SENIORITY**

12.01 An Employee will establish seniority upon completion of their probationary period, the Employee's name will be placed on the seniority list with seniority for all hours worked dating from the date they were hired by the Employer.

### **12.02 Loss of Seniority**

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

- (a) voluntarily resigns or retires;
- (b) discharged for just cause and not reinstated through the grievance procedure;
- (c) lay-off of a Full-time Employee in excess of eighteen (18) months or when a part-time Employee who has not been scheduled to work for a period of twelve (12) months (unless on an employer-approved leave of absence);
- (d) absence from work for three (3) consecutive working days without notifying the Employer, unless a reasonable explanation satisfactory to the Employer is provided;
- (e) failure to return to work within five (5) calendar days (exclusive of Saturdays, Sundays and paid holidays) after being notified of recall by registered mail or by telephone. Registered mail sent to the Employee's most recent home address on their employment file shall be interpreted as proper notice and leaving a telephone message at such Employee's residence will also constitute as proper notice. For purposes of recall it shall be the responsibility of the Employee to keep the Employer informed of their current address and telephone number;
- (f) failure to report for work as scheduled at the end of a leave of absence, vacation, or suspension, unless a reasonable explanation is given by the employee to the Employer;

- (g) utilizes a leave of absence for reasons other than which it was granted without written approval from the Employer;
- (h) 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;
- (i) 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.
- (j) Engages in gainful employment while in receipt of sick leave payments or an unpaid sick leave without written approval from the Employer.

12.03 Seniority lists shall be prepared according to the records of the Employer on a January and July annual basis and posted on a bulletin board provided by the Employer. Seniority as posted shall be deemed to be final and not subject to complaint unless an employee complains within thirty (30) calendar days from the date of posting that their seniority as posted is incorrect. The Employer will send a copy of the seniority list to the Union once it is posted. Seniority shall be recognized on a bargaining unit wide basis.

#### 12.04 Seniority Accrual

Full-time and Part-time Employees will accumulate seniority on the basis of hours worked. Seniority will be acquired when an Employee has completed their probationary period and be retroactive to the date of last hiring.

Casual Employees will not accrue seniority; however, a record will be kept of the hours worked by a Casual Employee. In the event the Employee is accepted for full-time or part-time employment, they will be credited with seniority equivalent to all hours worked as a Casual Employee.

A separate call-in list for Casual Employees will be used for the purpose of filling available shifts in each classification. The list will be based on the number of hours worked in that classification.

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

- (a) Periods of sick leave paid by the Employer
- (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

## **ARTICLE 13 – PROBATIONARY EMPLOYEES**

- 13.01 A newly hired Employee shall be known as a probationary Employee until they have actually worked and successfully completed a probationary period of four hundred and fifty (450) hours worked. The parties may also agree to mutually extend the probationary period.

The discipline, discharge, layoff, or failure to recall after layoff of a probationary Employee is at the absolute discretion of the Employer and will not be subject to the Grievance Procedure. It is agreed that the probationary period is for the purpose of training Employees and to allow the Employer to assess Employee's suitability for continued employment. The Employer agrees not to act in bad faith in the application of this provision.

- 13.02 On or before the expiry of the probationary period, the Employer will confirm to the Employee the decision to:
- (a) confirm their appointment as having completed probation; or
  - (b) terminate the Employee.

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

- 14.01 In the event new jobs are created or vacancies occur in existing job classifications including new positions created for a specific term or task, the Employer will electronically post, unless the Employer notifies the Union it will not be filled, such new jobs or vacancies for a period of seven (7) calendar days, and shall stipulate the qualifications, classification, rate and department concerned before new employees are hired, in order to allow employees with seniority to apply. Only the initial and first subsequent vacancy shall be posted in accordance with 14.01. The Employer will make available to the Union copies of each job posting.

Any other subsequent vacancies will be offered to employee based on qualifications and seniority, prior to the vacancy being filled from outside.

- 14.02 Employees who wish to apply for a posted position must submit an application in writing to the Employer within the seven (7) days period referred to in Article 14.01.

In filling postings under Article 14.01, the Employer shall consider the qualifications, experience, and ability of the applicants to perform the work efficiently. Where these factors are equal, the applicant with the greatest seniority shall be the one selected to fill the vacancy. If the applicants are not qualified to perform the work required, the Employer has the right to fill the vacancy externally. The Employer will post the successful applicant.

- 14.03 A successful applicant in a new classification will undergo a trial period for a period of four hundred and eighty-eight (488) hours worked.

14.04 The trial period is for current Employees posting into a different classification. The successful applicant shall become permanent at the end of the trial period unless:

- (a) the employee, at the time within the trial period, feels that they are not suitable for the position, and wishes to return to their former position; or
- (b) the Employer, at any time within the trial period, feels that the employee is not suitable for the position and requires that they return to their former position.

In the event of either (a) or (b) above, the employee will return to their former position. Any other employee transferred as a result of the rearrangement of positions shall also be returned to their former position.

## **ARTICLE 15 – BULLETIN BOARDS**

15.01 The Employer agrees that notices concerning Union activities may be posted on a designated bulletin board. All Union notices must be provided by proper officials of the Union and submitted to the Employer for approval before being posted or distributed. The Employer will respond to such requests within forty-eight (48) hours, exclusive of Saturdays, Sundays, and Named Holidays.

## **ARTICLE 16 – GENERAL LEAVE OF ABSENCE**

16.01 The Employer may grant a request for a leave of absence without pay for personal reasons, provided the Employer receives at least three (3) weeks' notice in writing (except in case of emergency) and provided that such leave may be arranged without undue inconvenience to the normal operations. Applicants when applying must indicate the reason for the leave of absence, the date of departure and specify the date of return. The Employer will reply to the request in writing with a copy to the Union. Such requests will not be unreasonably denied.

16.02 Employees who are on leave of absence will not engage in gainful employment while on such leave. If an Employee does engage in gainful employment while on such leave of absence, they will forfeit all seniority rights and privileges contained in this Agreement and will be subject to discharge.

16.03 No Employee will accumulate seniority, vacation allowances, be paid for paid holidays (if the leave is in excess of thirty (30) calendar days), nor will any other benefits in this Agreement accrue or be paid while the Employee is on leave of absence, but seniority and other accumulated credits established at the point of leave will be reinstated upon return to work unless legislation stipulates otherwise.

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



## ARTICLE 17 – MATERNITY AND PARENTAL 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.

### 17.01 Maternity Leave

- (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.

### 17.02 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.

- 17.03 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.

## **ARTICLE 18 – LEAVE OF ABSENCE FOR UNION BUSINESS**

- 18.01 Subject to operational requirements, leave of absence without pay and without loss of seniority shall be granted by the Employer to no more than two (2) Employees from the same classification and shift at a time in order to attend Union conventions, workshops, seminars or schools. The Employer shall continue to pay the normal pay and benefits of Employees on approved Union Leave and, subsequently, bill the Union for that cost; the Union shall forthwith reimburse the Employer.

## **ARTICLE 19 – BEREAVEMENT LEAVE**

- 19.01 Upon the death of a Full-time Employee's spouse (including Common-law Spouse or Same Sex Partner) or child, they will be eligible for a leave up to a maximum of five (5) consecutive calendar days without loss of pay. Upon the death of a Full-time Employee's immediate family, they will be eligible for a leave up to a maximum of three (3) consecutive calendar days without loss of pay. Immediate family member includes parent, mother-in-law, father-in-law, stepparent, grandparent, sister, brother, sister-in-law, brother-in-law, grandchild.

If any of these days fall on scheduled working days, the Full-time employee will be eligible to receive up to a maximum of three (3) days without loss of pay ending five (5) consecutive calendar days from the date of the death.

- 19.02 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.
- 19.03 The Employer may request satisfactory proof from the Employee of the need for bereavement leave and/or the extra days outlined in 19.02 above.

## **ARTICLE 20 – JURY AND WITNESS DUTY**

- 20.01 When an employee is required to serve on a jury, they shall be relieved of their duties for such time as may be required. The employee shall notify the Employer immediately on receiving notification and provide proof of service requiring their attendance.

## **ARTICLE 21 – OTHER UNPAID LEAVES OF ABSENCE**

- 21.01 The Employer will comply with the requirements of Alberta *Employment Standards Code* with respect to applicable statutory job-protected leaves.

## ARTICLE 22 – HOURS OF WORK

- 22.01 (a) The normal hours of work for Full-time Employees shall be seven and one half (7½) hours in a day and seventy-five (75) hours biweekly, exclusive of meal periods.
- (b) The normal hours of work for Full-time LPN Employees shall be seven and three quarter (7.75) hours in a day and seventy-seven and one half (77.5) hours biweekly, exclusive of meal periods.

It is understood that this Article is intended to provide the basis of a normal work week for bargaining unit Employees, but it shall not be interpreted as a guarantee of normal hours of work per day, or normal hours of work per week, nor shall it be interpreted as a guarantee that the normal hours of work will not be changes if found necessary by the Employer, having due regard of its operations.

- 22.02 On the date of conversion from Daylight Savings Time to Mountain Standard Time, regular hours of work shall be extended to include the additional hour with additional payment due at the applicable overtime rate.

On the date of conversion from Mountain Standard Time to Daylight Savings Time, employees will be paid for actual hours worked.

### 22.03 Call-in Procedure

The steps to cover a scheduled shift as a result of an absence will be as follows:

- (a) Permanent Part-time Employees in the affected department and classification shall, in order of seniority and stated availability, have preference for additional work as long as such additional work assignments do not incur overtime payments.
- (b) If no permanent Part-time Employee accepts the shift(s), Casual Employees shall, in order of “seniority” and stated availability, be called for additional work as long as such additional work assignments do not incur overtime payments.

- 22.04 Requests to exchange shifts within posted work schedules must be made 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 will not result in overtime compensation or payment, or any other claims on the Employer by an Employee under the terms of this Agreement.

- 22.05 Requests for specific days off will be submitted in writing or electronically to the department Manager or designate one (1) week prior to the schedule posting. Where possible, paid holidays will be scheduled in conjunction with the Employee’s regular scheduled rest days.

22.06 Once schedules have been assigned, no changes will be made by either party without mutual agreement or by way of posting with two (2) weeks written notice to a new schedule.

## **ARTICLE 23 – LUNCH OR MEAL PERIODS**

23.01 An Employee working five (5) hours or more will be entitled a half (1/2) hours unpaid rest period within the shift. The unpaid rest period will be uninterrupted, except in cases of emergency.

Should an Employee be recalled to duty during their rest period, the time that they missed from their meal period shall be provided later in the shift.

Any Employee who is required to remain available and in the Residence during their meal period shall be paid for that meal period.

23.02 Employees will be allowed one (1) fifteen (15) minute relief period with pay as follows for the following shifts:

- Less than four (4) hours - no relief period
- More than four (4) hours but less than seven and one half (7½) hours - one (1) relief period

## **ARTICLE 24 – SHIFT PREMIUMS**

### **24.01 Shift Premiums**

Employees will receive a one dollar and sixty cents (\$1.60) per hour shift premium for all hours worked between 1500 to 0700 (Night Shift).

Employees will receive a one dollar and fifty cents (\$1.50) per hour shift premium for all hours worked between 0700 to 1900 Saturday and 0700 to 1900 Sunday (Weekend Shift).

### **No Pyramiding**

There will be no pyramiding of any shift premium for the same hours.

Effective 2 full pay periods – increase Night shift by .10 cents to \$1.60

Effective 2 full pay periods – increase Weekend shift by .25 cents to \$1.50

## **ARTICLE 25 – OVERTIME**

Effective 2 full pay periods from date of ratification

25.01 The Employer shall determine when overtime is necessary and for what period of time it is required. All overtime must be authorized by the Employer.

25.02 The overtime rate shall be time and one-half (1½) the Employee's straight-time hourly rate and will be applied to any authorized work performed in excess of seven point five (7.5) hours in a day or seventy-five eighty (75) hours bi-weekly.

Licensed Practical Nurse Overtime will be paid for all hours worked over seven and three quarters (7.75) hours in a shift or seventy-seven and one-half (77.5) hours bi-weekly in accordance with Article 25.02, provided that all such overtime is authorized by the Manager or designate.

Paid meal breaks for employees who are required by the Employer to remain readily available to return to work during their meal period are not included in the calculation of hours above.

## **ARTICLE 26 – WAGES/PAY DAYS**

26.01 The Employer shall pay salaries and wages bi-weekly, by automatic deposit, in accordance with Schedule "A" attached hereto, and forming part of this Agreement.

26.02 The Employer will utilize electronic pay stubs. The following terms and conditions shall apply to the utilization of electronic pay stubs:

- (a) An Employee shall be able to access a company computer and view their electronic pay stub before their scheduled shift, during approved meal breaks or rest periods and after their scheduled shift.
- (b) An Employee shall be able to print their electronic pay stubs using company resources if they so choose.
- (c) The Employer shall ensure that no unauthorized Employee will be able to access any other Employee's electronic pay stubs.

## ARTICLE 27 – PAID HOLIDAYS

27.01 The following shall be recognized as paid holidays:

New Year's Day	Family Day	Good Friday
Victoria Day	Canada Day	August Holiday
Labour Day	Thanksgiving Day	Remembrance Day
Christmas Day	Boxing Day	National Day of Truth and Reconciliation

The intent is that there will be no more than twelve (12) paid holidays per calendar year for the duration of this Agreement.

27.02 There will be no more than eleven (11) paid holidays per calendar year for the duration of this collective agreement. In the event that an additional Federal, Provincial, or Municipal holiday is proclaimed, such holiday shall replace one of the named holidays above as agreed by the Parties.

27.03 (a) An otherwise eligible employee required to work on a paid holiday shall receive pay at the rate of one and one-half (1½) their basic rate of pay for all time worked.

(b) An employee eligible for holiday pay who is required to work on a paid holiday may elect to be paid at their basic rate of pay, or take another day off in lieu with pay, within thirty (30) days of the holiday at a mutually agreeable time between the employee and the Employer. If an employee works on the paid holiday, the employee is entitled to general holiday pay of an amount that is equal to:

- At least their average daily wage, and at least 1.5 times their wage rate for each hour worked on that day, or
- Standard wage rate for each hour worked on the general holiday and a day off with pay where the pay is at least as much as their average daily wage.

27.04 In order to be entitled to a statutory holiday with pay the employee must have:

(a) worked on their last scheduled working day before the holiday or their first scheduled working day after the holiday, unless excused by medically-substantiated sickness;

(b) An employee is entitled to general holiday pay if they have worked for the employer for at least thirty (30) workdays in the twelve (12) months prior to the holiday.

27.05 An otherwise eligible employee will not be entitled to statutory holiday with pay if the employee has agreed to work on the holiday and fails to report for and perform such work.

27.06 Holiday pay for part-time employees shall be based on an amount that is equal to:

- at least their average daily wage, and at least one point five (1.5x) times their wage rate for each hour worked on that day, or
- standard wage rate for each hour worked on the general holiday and a day off with pay where the pay is at least as much as their average daily wage.

## ARTICLE 28 – VACATION

28.01 The Employer will give reasonable consideration to an Employee's request for vacation dates of the Employee's choice in order of the Employee's seniority. All Employees should indicate their choice of vacation dates by September 30<sup>th</sup> and any Employee who fails to submit a request for days off form will have waived their right to their choice of vacation period over other Employees, regardless of their seniority standing. The Employer will, not later than October 31<sup>st</sup>, post a schedule of vacation for all Employees who have indicated their vacation preference. All vacation requests shall be either accepted or rejected in writing within fourteen (14) days following receipt of the written request.

28.02 Permanent Full-time and Permanent (Benefit Eligible) Part-time Employees shall be entitled to the following vacation with pay. A year of service for vacation accumulation purposes is equivalent to one thousand nine hundred fifty (1950) hours worked. The vacation year runs from January 1<sup>st</sup> to December 31<sup>st</sup>.

<u>Length of Service</u>	<u>Vacation Entitlement</u>	<u>Vacation Pay</u>
Start	Two (2) weeks	4%
After Two (2) years or more	Three (3) weeks	6%
After Eight (8) years or more	Four (4) weeks	8%
After Fifteen (15) years or more	Five (5) weeks	10%

All Permanent Full-time and Permanent (Benefit Eligible) Part-time Employees entitled to vacation time off shall be paid their vacation pay when they take their vacation; it will be paid on the regular bi-weekly pay schedule, assuming they have sufficient funds in their vacation bank. Any vacation pay remaining in an Employee's bank will be paid at the end of the vacation year. Employees may not request vacation pay in advance of their vacation.

Vacation earned in one vacation year is taken in the next vacation year. The accrued vacation must be taken during the vacation year immediately following the year it was accrued and not prior to that year.

An employee shall not be permitted to carry over vacation from one year to the next.

28.03 Permanent (Non-Benefit Eligible) Part-time and Casual Employees shall receive vacation pay on their biweekly pay outlined below. A year of service for vacation accumulations is equivalent to one thousand nine hundred fifty (1950) hours worked. The vacation year runs from January 1<sup>st</sup> to December 31<sup>st</sup>.

<u>Length of Service</u>	<u>Vacation Entitlement</u>
Start	4%
After Two (2) years or more	6%
After Eight (8) years or more	8%
After Fifteen (15) years or more	10%

28.04 Permanent (Non-Benefit Eligible) Part-time Employees are entitled to take two (2) weeks of unpaid vacation time per vacation year. Employees will accumulate seniority (based on their normal work schedule) during this time.

## **ARTICLE 29 – SICK LEAVE**

29.01 Pay for sick leave is for the sole and only purpose of protecting Employees against loss of income when they are legitimately ill or unable to work due to a non-WCB compensated injury and will be granted to Employees on the following basis providing sick leave credits are available. Employees reimbursed by an outside party for lost time shall reimburse their sick leave bank.

29.02 Upon completion of the probationary period, Employees shall be granted sick leave credits for personal illness from the date of employment as follows:

- (a) Full-time and Part-time (Benefit eligible) Employees are eligible to fifty-two point five (52.5) hours per calendar year.
- (b) Part-time (Non-Benefit eligible) and Casual Employees are not eligible for paid sick days.

29.03 The Employer may require an Employee absenting themselves on account of personal illness, from the first date of absence, to furnish medical documentation issued by a qualified medical practitioner certifying the Employee was unable to work due to personal illness.

29.04 An Employee unable to complete their shift due to illness will be paid for their full shift from their available sick leave bank.

29.05 Employees granted sick leave shall be paid for the period of such leave at their current hourly rate of pay. The number of hours paid shall be deducted from their accumulated sick leave credits up to the total amount of the Employee's accumulated credits at the time the sick leave commenced.

For the purpose of this clause, a defined course of medical treatment of an acute condition (i.e., chemotherapy, insulin adjustment therapy) shall be treated as a single incident.

Compensation under the *Workers' Compensation Act* shall not be charged against accumulated sick leave credits.



29.06 Employees unable to report for scheduled work on account of personal illness must notify the Employer with as much notice as possible on the first (1<sup>st</sup>) day of illness before they would normally report to work.

During an illness of undetermined length, the Employee will notify the Employer of their progress weekly and provide the Employer with written notice of their readiness to return to work as far in advance as possible.

Sick relief shifts accepted by Part-time Employees may be cancelled by the Employer, with as much advance notice as possible, when the regular incumbent returns to work.

29.07 Sick days accruals may not be paid out or carried over from one calendar year to another.

## **ARTICLE 30 – HEALTH CARE AND INSURANCE PROVISIONS**

### **30.01 Eligibility**

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

30.02 The Employer pays one hundred percent (100%) of the premium for all benefits listed below.

### **30.03 Benefit Plan Entitlement Summary**

#### **(a) Basic Life Insurance – Manulife Policy # 38950**

- Eligible Employees are covered for one times (1x) their annual earnings.
- Life Insurance reduces to 50% at age 65.
- Life Insurance ceases at the earlier of termination of employment, retirement, or age 70.

#### **(b) Accidental Death & Dismemberment – Manulife Policy # 38950**

- The AD&D benefit is an equal amount to the Basic Life Insurance.
- The AD&D benefit ceases at the earlier of termination of employment, retirement, or age 70.

#### **(c) Dependent Life Insurance**

- Dependent Life Insurance covers an eligible Employee's spouse for \$10,000, and each dependent child for \$5,000.

- Dependent Life Insurance ceases at the earlier of termination of employment, retirement or age 70.

**(d) Extended Health Care Plan – Manulife Policy # 85776**

- Eligible Employee will be reimbursed for ninety percent (90%) of eligible expenses submitted.
- A pay direct drug card will be issued to eligible Employees for drugs that legally require a prescription (with some limitations). The dispensing fee is capped at \$10.00 per prescription. Mandatory generic substitution applies.
- Vision care expenses up to \$175 in a twenty-four (24) consecutive month period
- Eye exams covered once in a twenty-four (24) consecutive month period with a maximum of \$50.
- Medical equipment and supplies.
- Paramedical practitioners, limited to \$350 per practitioner per year, including chiropractor, speech therapist, podiatrist, clinical psychologist, physiotherapist, osteopath, naturopath and massage therapist.
- Orthotics and orthopedic shoes limited to a combined maximum of \$300 per year.
- Hearing Aids, up to \$300 every five (5) years.
- Private duty nursing, up to \$10,000 per year.
- Out of country emergency medical expenses, up to a \$5,000,000 lifetime maximum, including a travel assistance card. The maximum trip duration is sixty (60) days.
- This benefit ceases at the earlier of termination of employment, retirement, or age 75.

**(e) Dental – Manulife Policy # 85777**

- 80% reimbursement of basic dental expenses, including exams and cleaning once every nine (9) months, x-rays, fillings, endodontics and periodontics.
- 50% reimbursement of major expenses, including crowns, bridges, dentures.
- Basic and major expenses are limited to a combined maximum of \$1,500 per person per calendar year.
- Reimbursement will be based on the prior year's dental fee guide for your province of residence.
- This benefit ceases at the earlier of termination of employment, retirement, or age 75.

30.04 Notwithstanding the above summary, where there is discrepancy or disagreement over the application of any of the health and welfare benefits, the terms and conditions of the applicable Manulife Policy will prevail.

**30.05 Contributions During Leave of Absence**

- (a) The Employer will continue to pay their share of the cost of the benefits plan when the Employee is on any approved leave of absence with pay and for the first thirty (30) consecutive calendar days of any approved leave of absence without pay.

- (b) If the Employee chooses to retain benefits while on approved leave of absence without pay for a period of more than thirty (30) consecutive calendar days, the Employee will be responsible for the Employer's share of the cost of the benefit plan(s) after the first thirty (30) consecutive calendar days.

30.06 The Employer reserves the right to amend Health and Welfare benefits from time to time.

## **ARTICLE 31 – LAYOFFS AND RECALL**

### **31.01 Layoff Definition**

An Employee whose status is changed from full-time to benefit eligible part-time, full-time to non-benefit eligible part-time, or whose weekly hours are reduced by more than twenty percent (20%), or whose position is eliminated, or whose employment is ceased, as a result of the implementation of a new schedule and/or a reduction of hours will be considered to be laid off.

### **31.02 Layoff Procedure**

- (a) In the event of layoff, the Employer shall lay off Employees in the reverse order of their seniority.
- (b) The following procedure will be used to identify Employees who will be affected by a layoff and provide the affected Employee with their options:

Step 1 - The Employer will schedule a meeting to discuss reductions in hours with the Union Representative and Stewards and the following will be supplied:

- Bi-weekly reductions of hours per classification;
- Revised blank schedules of classifications that are directly affected or could be affected; and
- Updated Seniority List.

At the meeting, the Employer will set a date for "Line Picking". During Line Picking, Employees will select an available line, for which they have the skill and ability to perform, based on seniority, with the most senior Employee selecting first.

Step 2 - Employees will be provided with copies of the revised schedules and the Line Picking date and meeting times as soon as Step 1 has been completed.

Step 3 - Employees will be scheduled for Line Picking in appropriate time intervals in accordance with the updated Seniority List (most senior first) in order to allow the Employee sufficient time to select their line. The Employees will have the choice of attending the Line Picking meeting in person, providing a number where they can be reached during their scheduled time or completing a

selection preference sheet for the Employer.

Both the Employer and Union Representatives will be present at the Line Picking meeting.

Employees will be entitled to select an available line, provided they have the skill and ability to perform the position, or elect to be laid off if there are no available full time lines if they are full time or part time lines if they are part time.

Step 4 - Employees with no available positions will receive working notice or pay in lieu of notice, at the discretion of the Employer, pursuant to the Alberta *Employment Standards Code*.

Step 5 - At the conclusion of this notice period, or once the Employer has provided pay in lieu of notice, the new schedule will be implemented.

It is further agreed that nothing prevents the Employer and Union from mutually agreeing to another process not considered or listed in this Article.

- (c) The posting procedure in the collective agreement shall not apply until the recall process has been completed. In determining the ability and qualifications of an Employee to perform the work for the purposes of the article, the Employer shall not act in an arbitrary or unfair manner. Any dispute can be referred to arbitration.
- (d) No new Employees shall be hired until all those laid off have been given an opportunity to return to work and have failed to do so, in accordance with the loss of seniority provision.
- (e) It is the sole responsibility of the Employee who has been laid off to notify the Employer of her/his intention to return to work within five (5) working days (exclusive of Saturdays, Sundays and paid holidays) after being notified to do so by registered mail, addressed to the last address on record with the Employer (which notification shall be deemed to have been received on the second day following the date of mailing) and to return to work within ten (10) working days after being notified. The notification shall state the job to which the Employee is eligible to be recalled and the date and time at which the Employee shall report for work. The Employee is solely responsible for her/his proper address being on record with the Employer.
- (f) Employees on layoff or notice of layoff shall be given preference for temporary vacancies which are expected to exceed ten (10) working days. An Employee who has been recalled to such temporary vacancy shall not be required to accept such recall and may instead remain on layoff.
- (g) A laid-off post probationary Employee shall retain the rights of recall for a period of eighteen (18) months.

## **ARTICLE 32 – CONTRACTING OUT**

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

## **ARTICLE 33 – DISCIPLINE AND DISMISSAL**

33.01 Written disciplinary notice may be given to Employees for poor conduct or unsatisfactory job performance.

- (a) This does not prevent immediate dismissal for just cause.
- (b) Copies of all disciplinary notices shall be forwarded to the Union within twenty-four (24) hours of being presented. Employees shall be given the opportunity to sign disciplinary notices as having been read but are not required to do so. The Union shall be notified of all discharges in writing within twenty-four (24) hours of being presented.
- (c) The Employer shall remind Employees of their right to have a Union Representative present at the discussion and presentation of the written disciplinary notice with the Employer.

33.02 Any disciplinary letter of reprimand, suspension or other disciplinary sanction shall be removed from the record after a period of twenty-four (24) months, provided that there has been no subsequent discipline during the twenty-four (24) month period. Leaves of absence in excess of thirty (30) continuous calendar days will not count towards the twenty-four (24) month period noted above.

### **33.03 Access to Personnel File**

An Employee may request, in writing, an opportunity to view their personnel file in the presence of her Supervisor or delegated representative. The request shall be made at least one (1) week in advance of the review. The information the employee may review will be their application form, any written evaluation or formal disciplinary notations or incident reports in the file.

## **ARTICLE 34 – JOB DESCRIPTIONS**

- 34.01 Up-to-date job descriptions shall be available to all Employees.
- 34.02 In the event the Employer changes or amends the job descriptions for any of the classifications, the Employee shall be advised, and a copy of the new and revised outstanding job description be made available to each Employee in that classification with a copy going to the Union. Notwithstanding the foregoing, the Union shall have the right at any time to request and receive any job description for any classification within the bargaining unit.
- 34.03 Should the Employer introduce a new classification within the bargaining unit, the Employer shall inform the Union of the intended effective date of implementation of the new classification and shall send to the Union the proposed classification title, job description, qualifications, and proposed pay rate. Should the Union disagree with the proposed classification title and pay rate, the Union shall enter into negotiations with the Employer on the matter within fourteen (14) days of the Employer's notice to the Union.

## **ARTICLE 35 – HEALTH AND SAFETY**

- 35.01 The Employer and the Union agree to adhere to the *Alberta Occupational Health and Safety Act* and applicable *Regulations*.
- 35.02 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.
- 35.03 The Union and the Employer will create a Joint Health and Safety Committee. The Committee shall identify areas of potential danger, addressing the issue of the health and safety of Employees, recommend means of improving programs, obtain information respecting the identification of hazards and standards affecting the health care industry and make recommendations to the Employer in regard to these matters.
- The Union representatives shall be selected or appointed by the Union from among the bargaining unit employees.
- 35.04 The Committee shall meet quarterly at the workplace and shall maintain minutes of all meetings (such meetings shall be posted). Any representative attending meetings of the Committee during their scheduled working hours shall not lose regular earnings as a result of such attendance.

## ARTICLE 36 – LABOUR MANAGEMENT COMMITTEE

36.01 An equal number of representatives of each party as mutually agreed shall meet at a time and place satisfactory to both parties. A request for a meeting hereunder will be made in writing at least one (1) week prior to the date proposed and accompanied by an agenda of matters that are to be discussed, which shall not include matters that are properly the subject of grievances or negotiations for the amendment or renewal of the Agreement.

Any representative(s) attending such meeting during their regular scheduled hours of work shall not lose regular earnings as a result of such attendance.

## ARTICLE 37 – GENERAL

### 37.01 Correspondence

All correspondence between the Employer and the Union shall pass to and from the Executive Director and the President of the Union with a copy to the National Representative of the Union.

## ARTICLE 38 – UNIFORMS

38.01 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.


38.02 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 worked. The uniform allowance will be payable on a bi-weekly basis.

IN WITNESS WHEREOF, the Parties hereunto executed this Agreement on:

Date: Aug 25, 2025

and is effective to and including **December 31, 2025**.

Signed on behalf of the Employer

  
\_\_\_\_\_

Signed on behalf of the Union

  
\_\_\_\_\_  
Kelly Spence (Aug 25, 2025 13:26:18 MDT)

## SCHEDULE "A" – WAGE GRID SCENIC GRANDE

Classification	Steps	Current	01-Jan-24 2.50%	01-Jan-25 2%
Dietary Aide Housekeeping Aide Laundry Aide Dishwasher	Start	\$17.26	\$17.69	\$18.05
	Step 1 (450 Hours)	\$17.79	\$18.23	\$18.60
	Step 2 (1950 Hours)	\$18.34	\$18.80	\$19.17
	Step 3 (3900 Hours)	\$19.10	\$19.58	\$19.97
Recreation Aide Bus Driver	Start	\$18.11	\$18.56	\$18.93
	Step 1 (450 Hours)	\$18.68	\$19.15	\$19.53
	Step 2 (1950 Hours)	\$19.25	\$19.73	\$20.13
	Step 3 (3900 Hours)	\$20.06	\$20.56	\$20.97
Cook Maintenance Aide	Start	\$21.39	\$21.92	\$22.36
	Step 1 (450 Hours)	\$22.05	\$22.60	\$23.05
	Step 2 (1950 Hours)	\$22.74	\$23.31	\$23.77
	Step 3 (3900 Hours)	\$23.69	\$24.28	\$24.77
Health Care Aide Recreation Therapist	Start	\$24.67	\$25.29	\$25.79
	Step 1 (450 Hours)	\$25.44	\$26.08	\$26.60
	Step 2 (1950 Hours)	\$26.22	\$26.88	\$27.41
	Step 3 (3900 Hours)	\$27.32	\$28.00	\$28.56
Licensed Practical Nurse	Start	\$33.16	\$33.99	\$34.67
	Step 1 (450 Hours)	\$34.19	\$35.04	\$35.75
	Step 2 (1950 Hours)	\$35.25	\$36.13	\$36.85
	Step 3 (3900 Hours)	\$36.72	\$37.64	\$38.39