

COLLECTIVE AGREEMENT BETWEEN

1010097 ALBERTA LTD.

and



**LOCAL 787
"The Gardens"**

October 28, 2012 – April 30, 2015

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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 and the Union.
- 2) recognize the mutual value of joint discussions and 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) recognize the mutual value of joint discussions and negotiations in all matters of mutual concern to the Parties.
- 6) Both parties agree to act in a fair and reasonable manner.

AND WHEREAS it is now desirable that methods of bargaining and all 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 45-2012, issued in accordance with the Alberta Labour Relations Code. The Parties recognize the positions of General Manager, Office Manager and Kitchen Manager are recognized as exempt positions.

1.02 Full-Time Employee

A "full-time" Employee shall be deemed to be an Employee who regularly works 40 (forty) hours or more per week, who makes a commitment to be available on a pre-scheduled basis as required, and in respect, of whom there is advance scheduling.

1.03 Part-Time Employee

A "part time" Employee shall be deemed to be an Employee who regularly works less than forty (40) hours per week, who makes a commitment to be available on a pre-scheduled basis as required, and in respect of whom there is advance scheduling.

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 position made available as a result of sickness, injury, leave of absence, vacation or General Holiday 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 do not accrue seniority.

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) to replace a full-time or part-time Employee who is on a leave of absence due to illness or injury where the Employee has indicated that the duration of such leave will be in excess of three (3) months;
- d) the Union will not unreasonably refuse a request to extensions when the approved leave of absence is for a longer period of time or when the leave is extended by the Employer.

1.07 Probationary Employees

- a) Newly hired Employees shall be considered on a probationary basis for a period of three (3) calendar months or five hundred (500) hours from the date of hiring. 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 his/her probationary period may be released based on a fair and proper assessment against reasonable standards of performance and suitability.
- 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.
- 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 facility as determined by the Employees 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 787.

1.11 Gender

Where a gender has been specified in an Article, it shall be deemed to also include the opposite gender.

ARTICLE 2 RECOGNITION

2.01 Bargaining Unit

The Employer recognizes the Canadian Union of Public Employees, Local 787, as the sole bargaining agent for all Employees as set out in Certificate Number 45-2012 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 Facility Manager or designate prior to attending the facility.
- 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

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.

2.04 No Other Agreements

No Employee shall be required or permitted to make any written or verbal agreement with the Employer or her 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 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.

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 Without limiting the generality of the foregoing, 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, if any, 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, transfer, layoff and recall Employees;
- d) demote, 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 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 identified Union Representative of the Local. The Employer agrees to show the total amount of Union dues on the Employee's T-4 slips.

5.03 The Employer shall provide a separate list bi-annually 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 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 Union.

ARTICLE 6 - NO DISCRIMINATION

- 6.01 The Employer or the Union shall not discriminate at any time against any Employee on account of creed, colour, race, nationality, ancestry or place of origin, political beliefs, religion, gender, sexual orientation, physical or mental disability, age or marital status, or because of their connection with trade Union organizations.
- 6.02 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 behaviour, 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.

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 or designate 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.

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 (8.0) hours inclusive of a one-half (1/2) hour paid meal break; or
 - ii) Nine and one-half (9 1/2) hours inclusive of a one-half (1/2) hour paid meal break; or
 - iii) Twelve (12.0) hours inclusive of a one-half (1/2) hour paid meal break.

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

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 staff shall be of a 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 (1 1/2) times their basic rate of pay for the first shift of the changed shift schedule.

- 8.04 a) Regular 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 Facility Manager/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.
- d) A Regular Employee shall not mutually exchange shifts with a casual Employee unless the casual Employee has been given a shift and is on the shift schedule.
- 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 Regular part-time and casual Employees who wish to be considered for additional hours of work that:

- a) are made available; or
- b) are not regularly scheduled; shall advise the Manager, in writing, as to the extent of their availability. Such additional hours of work shall be distributed as equally as possible among the available regular part-time Employees and Casuals who have requested additional hours of work.

8.06 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.

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. All overtime must be approved by management. The rate of overtime shall be at time and one-half (1 ½).

- 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. The rate of overtime shall be at time and one-half (1 ½).

9.02 Distribution of Overtime

Overtime and Call Back shall be divided as equally as possible 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 (\$2.00) per hour will be paid to an Employee working a shift whereby the major portion of such shift is worked between 2300 hours and 0700 hours, and one dollar (\$1.00) per hour will be paid to an Employee working a shift whereby the major portion of such shift is worked between 1500 hours and 2300 hours. Shift premiums will only apply to shifts scheduled for five (5) or more hours in duration.

ARTICLE 11 WEEKEND PREMIUM

- 11.01 A weekend premium of one dollar (\$1.00) per hour shall be paid, in addition to shift premium, if applicable, to an Employee for all hours worked between 1500 hours on Friday and 0700 hours on Monday. Shift premiums will only apply to shifts scheduled for five (5) or more hours in duration.

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 bi-annually in conjunction with Article 5.03. 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.

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, lay-off, or paid leave of absence.

An Employee shall only lose her seniority in the event:

- a) the Employee is discharged for just cause and is not reinstated.
- b) the Employee resigns and does not rescind within twenty-four (24) hours.
- c) the Employee fails to return to work within seven (7) calendar days following a recall and after being notified by registered mail to do so, unless through sickness or other just cause. It shall be the responsibility of the Employee to keep the Employer informed of her current address.
- d) the Employee is laid off in excess of twelve (12) months.

12.03 Transfers and Seniority Outside the Bargaining Unit

No Employee shall be transferred to a position outside the bargaining unit without her written consent. An Employee who is transferred or 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 transfer and/or promotion and resume accumulation from the date of his or her 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 transferred out of the bargaining unit is returned 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.

ARTICLE 13 PROMOTIONS AND STAFF CHANGES

13.01 a) Job Postings

When a vacancy occurs or a new position is created within the bargaining unit within ten (10) days of the vacancy, 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 Employees can apply. The name of the successful applicant shall be posted on the Employer's main bulletin board.

b) Temporary Vacancies Less Than Six (6) Weeks

Temporary 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 endeavor to distribute shifts as equally as possible.

c) Temporary Job Postings Greater Than Six (6) Weeks

A vacancy which occurs for more than six (6) weeks will be posted stating that the position is limited and shall indicate the estimated duration of the limited job. In any event, the limited job shall not exceed twelve (12) months. Upon termination of a limited job, the Employee filling the vacancy shall be returned to the classification and job location in which the Employee last worked. In the event that a part-time Employee is the successful applicant, the said Employee shall retain his/her part-time status during the limited full-time period. An Employee filling a temporary vacancy of six (6) weeks or longer duration shall not bid on any other temporary posting until the end of his/her temporary position.

d) Successful Applicant

The successful 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

The job posting notice shall contain the following information: 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 inside applicant who meets the minimum qualifications will be awarded the position in accordance with Article 13.05.

13.04 Recognition of Seniority

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) appointments will be based upon seniority and qualifications, that is, job knowledge, experience, education and training;
- d) qualifications for the posted position or vacancy shall be consistent with the responsibilities specified in the posting.

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 (2) months or two hundred (200) hours or whichever comes first. Conditional on satisfactory service, such trial promotion shall become permanent after the two (2) month or two hundred (200) hours period. The trial period may be extended with mutual agreement. In the event the successful applicant proves unsatisfactory in the position during the aforementioned trial period, or if the Employee requests a reversion, the Employee shall be returned to her former position and salary without loss of seniority and wage or salary. Any other Employee promoted or transferred because of the rearrangement of positions shall also be returned to her former position and salary without loss of seniority and wage or salary. Any unsuccessful applicants for the original posting will then be considered in accordance with Article 13.05. If there are not unsuccessful applicants, then the position would be reposted.

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

13.07 Union Notification

The Union shall be notified of all appointments, hirings, lay-offs, 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 her manager in writing and no more than seven (7) days prior to beginning the vacation, that the Employee wishes to be considered for any potential job posting which might arise during her vacation. The written notice must specify the job or position for which the

Employee wishes to be considered. If such 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 vacation period immediately following its delivery to the manager.

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 will 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) "lay-off" - 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 facility 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 lay-off of the Employees shall be as follows:

- a) fourteen (14) calendar days.

14.04 When Employees are to be laid off, the Employer shall lay off such Employees in the reverse order of their seniority within the affected classification providing those retained are qualified and able to perform the work remaining to be done.

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 lay-off 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 twelve (12) 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 If a permanent Employee has not been recalled within twelve (12) months from the date of layoff, the Employee shall be entitled to severance pay of two (2) weeks per year of service.

Severance pay will not be paid out to an Employee who resigned, retired, failed to return to work when recalled, or whose employment was properly terminated. Severance pay will be paid two (2) weeks per year of service in the event of closure, or loss of contract.

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 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.

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 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 has acted unjustly, improperly or unreasonably.

15.02 Authorized Representatives

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

15.03 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.

15.04 Mandatory Conditions

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

15.05 Steps in the Grievance Procedure:

Step 1

An Employee who has a grievance shall, within fifteen (15) days of the date of the incident, or reasonably should have become aware of, the incident which leads to the grievance, discuss the matter with the Manager. The Manager shall advise the Employee of her decision in writing within five (5) days of the Employee first making her aware of the matter. In the event that it is not resolved to the satisfaction of the Employee, it may be advanced in accordance with the following steps.

Step 2

If the grievance is not resolved at Step 1 above within ten (10) days of the decision of the Manager, it shall be forwarded in writing by the Union and the Employee, stating the nature of the grievance and redress sought, to the Regional Manager or designated representative at the next level of Management. The Regional Manager 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.

15.06 Arbitration

- a) Either party wishing to submit a grievance to arbitration shall, within twenty (20) days of the receipt of the decision at Step 2 of the grievance procedure, notify the other party in writing of its intention to do so and name its appointee to the Arbitration Board, or state its desire to meet to consider the appointment of a single Arbitrator.
- b) Within ten (10) days of receipt of notification provided for as above, the party receiving such notice shall:
 - i) inform the other party of the name of its appointee to the Arbitration Board; or
 - ii) arrange to meet with the other party in an effort to select a single Arbitrator. Where an agreement cannot be reached on the principal and/or selection of a single Arbitrator an Arbitration Board shall be established.

- 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.

15.07 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.

15.08 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 2.

15.09 Deviation from Grievance Procedure

After a grievance has been initiated by the Union at Step 2, 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.

15.10 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. Unsatisfactory conduct and/or performance by an Employee, which is not considered by the Employer to be serious enough to warrant suspension or dismissal, may result in a verbal or written warning to the Employee.
- 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 time line 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.
- 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 grievor 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 service from the date the disciplinary measure was invoked, shall have her 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 or the National Representative present when disciplinary notice is issued by the Manager verbally or in writing. In the case of the National Representative this shall not unreasonably delay the process.

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

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 his 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 work day, the Employee receives the day off, and the Employee will receive her basic rate of pay for her regularly scheduled hours.
- b) When a General Holiday falls on a full-time Employee's regularly scheduled day off, the Employee will receive another day off with pay at a mutually agreeable time within thirty (30) days of that holiday or failing mutual agreement will be paid her basic rate of pay for her regularly scheduled hours.
- c) When a General Holiday falls on a part-time Employee's scheduled day off, if in at least five (5) of the nine (9) weeks preceding the work week in

which the holiday occurs, the Employee worked on the same day of the week as the day on which the holiday falls, the General Holiday is to be considered a normal working day. The Employee will then receive another day off with pay at a mutually agreeable time within thirty (30) days of that holiday or failing mutual agreement will be paid her basic rate of pay for her regularly scheduled hours.

- d) When an 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 wage for all hours worked.
- e) When a casual Employee is required to work on a General Holiday, the Employee will be entitled to two times (2X) their usual wage for the hours worked.

17.03 Unless an Employee requests otherwise, the Employee shall be scheduled so as to have either Christmas or New Year's Day off each year.

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 normal hourly wage, (exclusive of any overtime, shift differentials or premiums), 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.

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 work days 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 his/her intention to return to work as far in advance as possible.

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.

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 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

Upon 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.

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, Step Children, Brother, Sister, Brother-in-Law, Sister-in-Law, Legal Guardian, Common Law Spouse, Same Sex Partner, Step Parent, 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 three (3) 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.

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) "Wages" means basic rate of pay multiplied by hours worked for everything except overtime, general holiday pay, vacation pay upon termination, and termination pay.

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
Four (4) years or more	six percent (6%) of gross wages

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.

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 her 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.

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 Transfers

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 her own, her rate shall not be reduced.

ARTICLE 22 EMPLOYEE BENEFITS

The Employer shall contract for and implement the following Group Plans:

- 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) i) Basic Life Insurance - \$25,000, reducing by 50% at age 65;
 - ii) Dependant Life Insurance
 - Spouse \$10,000
 - Child \$5,000
 - iii) Employee Accidental Death, Dismemberment & Specific Loss – an amount equal to your Life Insurance.

Health Premium costs will be paid as follows:

Fifty per cent (50%) Employer – fifty per cent (50%) Employee

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.

ARTICLE 23 RRSP

Three percent (3%) matching on a voluntary contribution available to Employees working twenty (20) or more hours per week.

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 twice a year or when the Employee has filed a grievance. An Employee may be accompanied by a Union Representative when viewing their personnel file.

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

ARTICLE 26 – RETROACTIVITY

- 26.01
- a) All Employees are to be placed at their appropriate steps within their respective classifications based upon hours of service with the Employer, effective the first Sunday following ratification of this Agreement.
 - b) All full-time Employees are to be provided a five hundred dollar (\$500.00) lump sum retro-pay prorated for part-time Employees based upon their FTE, and prorated for new full-time and part-time Employees hired after May 1, 2012 based upon service from date of hire to date of ratification. This payment shall be subject to all applicable source deductions. Not available to casual Employees.

ARTICLE 27 - TERM OF AGREEMENT

27.01 Effective Date

The term of this Agreement shall be from October 28, 2012 to April 30, 2015 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 at least ninety (90) days prior to the expiration.

27.02 Changes in Agreement

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

3.0% - effective May 1, 2013

The following red circled Employees shall be paid a \$700.00 lump sum:

Carmen Ribas
Diane Schaefer
Dorothy Wanihadie

3.0% - effective May 1, 2014

The following red circled Employees shall be paid a \$700.00 lump sum:

Carmen Ribas
Diane Schaefer
Dorothy Wanihadie

Signed this 18th day of OCTOBER, 2013.
Day Month Year

For the Employer

[Redacted signature]
[Redacted signature]
[Redacted signature]
[Redacted signature]

For CUPE Local 787 "The Gardens"

[Redacted signature]
[Redacted signature]
[Redacted signature]

APPENDIX "A" WAGES

Progression through the steps is based on service with the Employer and 2080 hours needs to be achieved in each step to prompt a move.

Personal Care Attendant

(Non-Certified Health Care Aide)

October 28, 2012

0-2080	2081-4161	4162-6242	6243-8323	8324-10404	10405-12485	12486>
Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7
\$15.70	\$15.96	\$16.22	\$16.75	\$17.78	\$18.84	\$19.35

May 1, 2013

0-2080	2081-4161	4162-6242	6243-8323	8324-10404	10405-12485	12486>
Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7
\$16.17	\$16.44	\$16.71	\$17.25	\$18.31	\$19.41	\$19.93

May 1, 2014

0-2080	2081-4161	4162-6242	6243-8323	8324-10404	10405-12485	12486>
Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7
\$16.66	\$16.93	\$17.21	\$17.77	\$18.86	\$19.99	\$20.53

Health Care Aide

October 28, 2012

0-2080	2081-4161	4162-6242	6243-8323	8324-10404	10405-12485	12486>
Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7
\$17.13	\$17.80	\$18.49	\$19.21	\$19.96	\$20.73	\$21.46

May 1, 2013

0-2080	2081-4161	4162-6242	6243-8323	8324-10404	10405-12485	12486>
Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7
\$17.64	\$18.33	\$19.04	\$19.79	\$20.56	\$21.35	\$22.10

May 1, 2014

0-2080	2081-4161	4162-6242	6243-8323	8324-10404	10405-12485	12486>
Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7
\$18.17	\$18.88	\$19.61	\$20.38	\$21.18	\$21.99	\$22.76

Health Care Aide – Team Lead

October 28, 2012

0-2080	2081-4161	4162-6242	6243-8323	8324-10404	10405-12485	12486>
Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7
\$17.99	\$18.69	\$19.41	\$20.17	\$20.96	\$21.77	\$22.35

Health Care Aide – Team Lead

May 1, 2013

0-2080	2081-4161	4162-6242	6243-8323	8324-10404	10405-12485	12486>
Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7
\$18.53	\$19.25	\$19.99	\$20.78	\$21.59	\$22.42	\$23.02

Health Care Aide – Team Lead

May 1, 2014

0-2080	2081-4161	4162-6242	6243-8323	8324-10404	10405-12485	12486>
Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7
\$19.09	\$19.83	\$20.59	\$21.40	\$22.24	\$23.10	\$23.71

Cook/Cook Prep

October 28, 2012

0-2080	2081-4161	4162-6242	6243-8323	8324-10404	10405-12485	12486>
Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7
\$16.00	\$16.48	\$16.97	\$17.48	\$18.00	\$18.54	\$19.10

May 1, 2013

0-2080	2081-4161	4162-6242	6243-8323	8324-10404	10405-12485	12486>
Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7
\$16.48	\$16.97	\$17.48	\$18.00	\$18.54	\$19.10	\$19.67

May 1, 2014

0-2080	2081-4161	4162-6242	6243-8323	8324-10404	10405-12485	12486>
Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7
\$16.97	\$17.48	\$18.00	\$18.54	\$19.10	\$19.67	\$20.26

Dietary Aide (Server) 2 and Housekeeping

October 28, 2012

0-2080	2081-4161	4162-6242	6243-8323	8324-10404	10405-12485
Step 1	Step 2	Step 3	Step 4	Step 5	Step 6
\$14.42	\$14.85	\$15.30	\$15.76	\$16.23	\$16.72

May 1, 2013

0-2080	2081-4161	4162-6242	6243-8323	8324-10404	10405-12485
Step 1	Step 2	Step 3	Step 4	Step 5	Step 6
\$14.85	\$15.30	\$15.76	\$16.23	\$16.72	\$17.22

May 1, 2014

0-2080	2081-4161	4162-6242	6243-8323	8324-10404	10405-12485
Step 1	Step 2	Step 3	Step 4	Step 5	Step 6
\$15.30	\$15.75	\$16.23	\$16.72	\$17.22	\$17.74

Dietary Aide (Server) 1 Shift premiums will not apply to this position.

October 28, 2012

Step 1
\$13.50

May 1, 2013

Step 1
\$13.91

May 1, 2014

Step 1
\$14.32

Maintenance Worker

October 28, 2012

0-2080	2081-4161	4162-6242	6243-8323
Step 1	Step 2	Step 3	Step 4
\$21.93	\$22.59	\$23.27	\$23.97

May 1, 2013

0-2080	2081-4161	4162-6242	6243-8323
Step 1	Step 2	Step 3	Step 4
\$22.59	\$23.27	\$23.97	\$24.69

May 1, 2014

0-2080	2081-4161	4162-6242	6243-8323
Step 1	Step 2	Step 3	Step 4
\$23.27	\$23.97	\$24.69	\$25.43

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