

# COLLECTIVE AGREEMENT

between



## EMERALD GARDENS RETIREMENT RESIDENCE PARTNERSHIP

and

**CUPE** *Canadian Union  
of Public Employees*

**LOCAL 3623**

**May 1, 2024 – April 30, 2027**

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## **PREAMBLE**

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

- (1) maintain and improve the harmonious and cooperative relations of employment between the Employer, the Employees, and the Union- Certificate Number 14-2019, issued in accordance with the Alberta *Labour Relations Code*.
- (2) recognize the mutual value of joint discussions and/or negotiations in all matters pertaining to working conditions, employment, settling differences, services, etc.
- (3) promote the morale, mutual interest, well-being and security of all Employees in of the Union.
- (4) Both parties agree to act in a fair and reasonable manner.

## **ARTICLE 1 – DEFINITIONS**

### **1.01 Employee or Employees**

The word "Employee" or "Employees" as used in this Agreement will mean the Employees referred to in this Agreement who are within the Union are recognized pursuant to Certificate Number 14-2019, issued in accordance with the Alberta *Labour Relations Code*.

### **1.02 Full-Time Employee**

A "Full-time" Employee will be deemed to be an Employee who is regularly scheduled forty (40) hours or more per week or those working an extended workday in accordance with LOU #1

### **1.03 Part-Time Employee**

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

### **1.04 Full-Time Equivalency (FTE)**

"Full-time Equivalency (FTE)". A full-time equivalent is the number of hours that represent what a Full-time Employee would work over a given time of 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" will mean an Employee who is hired to fill a shift made available as a result of sickness, injury, leave of absence, vacation or General Holiday or under the following conditions:

- (a) is scheduled for a period of ninety (90) calendar days or less for a specific job, or
- (b) relieves for absences the duration of which is ninety (90) calendar days or less, or
- (c) works on a call-in basis and is not regularly scheduled;
- (d) Casual Employees accrue seniority based on Article 13.04 (Seniority for Casual Employees).

#### 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 eighteen (18) months duration;
- (b) to replace a Full-time or Part-time Employee who is on an approved leave of absence for a period in excess of three (3) months;
- (c) the Union will not unreasonably refuse a request to extensions when the approved leave of absence is for a longer period of time.

#### 1.07 Seniority

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

#### 1.08 Bi-Weekly

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

#### 1.9 Union

Union" means the Canadian Union of Public Employees, Local 3623.

#### 1.10 Gender neutral throughout the Collective Agreement.

1.11 Basic Rate of Pay

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

1.12 Employer

Means Emerald Gardens Retirement Residence Partnership.

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

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

1.15 Excluded from the Union are management positions.

## **ARTICLE 2 – PROBATIONARY EMPLOYEES**

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

(b) The Employee, if determined unsatisfactory, may be dismissed with notice in accordance with Alberta Employment Standards at any time during the probationary period. The Employer will provide a reason for the termination in writing, which provides the opportunity for the Employee to improve their future skills. The Employee will have recourse to the grievance procedure up to and including Step three (3) as set out in this agreement. Other than where just cause applies, prior to terminating an Employee during the probationary period, the Employer will meet with the affected Employee, alert them to any performance deficiencies, and provide opportunity for the Employee to correct any deficiencies.

(c) After completion of the probationary period, seniority will be effective from the original date of employment.

## **ARTICLE 3 – RECOGNITION**

3.01 Union

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

### 3.02 Representatives of Canadian Union of Public Employees

- (a) The Union will 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 will have the right at any time to have the assistance of a National Representative(s) of the Canadian Union of Public Employees, executive member or shop steward in relation to attending investigations or discipline meetings or collective bargaining with the Employer. Such representative(s) will have access to the Employer's premises in order to assist its members in any labour relations matter, including any formal Employee investigations. The Employer agrees that the representative of the Local will be recognized in the same manner as a National CUPE Representative. The National CUPE Representative will give reasonable advance notice to the Site Leader or designate prior to attending the site.
- (c) Local Union officers and committee members will 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 will first be obtained from the immediate supervisor. Such permission will not be unreasonably withheld. All time spent in performing such Union duties, including work performed on various joint committees, will be considered as time worked.

### 3.03 Work of the Union

- (a) Management will refrain from undertaking work normally carried out by Employees except in instances where instruction, training, or correction of work is being conducted, or in emergency, resident safety, or potential liability situations.
- (b) For clarification purposes, persons who are not in the Union will not work in any positions which are included in the Union except for the purposes of instruction, experimentation, or in emergencies when regular Employees are not available, and provided that the act of performing the above operations, does not reduce the hours of work or pay of any Union Employee.

### 3.04 No Other Agreements

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

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

### 3.05 No Contracting-Out

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

## **ARTICLE 4 – BULLETIN BOARDS**

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

## **ARTICLE 5 – MANAGEMENT RIGHTS**

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

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

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

## **ARTICLE 6 – DUES DEDUCTIONS AND UNION BUSINESS**

### 6.01 Union Security

All Employees of the Employer will 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 will deduct from every Employee any dues, initiation fees, or assessments levied by the Local Union on its members.

## 6.02 Dues Deductions

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

- 6.03 The Employer will provide a separate list May 1<sup>st</sup> and November 1<sup>st</sup> of Employee's names, addresses and phone numbers to the Local Union.
- 6.04 The Local Union will 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 will be provided at least thirty (30) calendar days prior to the effective date of change.
- 6.05 The Employer agrees that upon receiving a written request a Union Representative will be given the opportunity to make a twenty (20) minute presentation during the orientation program to newly hired Employees working within the Union, for the purpose of advising the Employee of their rights and obligations under this Agreement.

## 6.06 Union-Management Committee

### (a) Union-Management Committee

A Union-Management Committee will be established consisting of two (2) representatives of the Union and two (2) representatives of the Employer. The committee will enjoy the full support of both parties in the interests of improved service to the residents and job security for the Employees.

### (b) Function of Committee

The committee will concern itself with the following general matters:

- (i) Considering collaborative discussions of all activities so that better relations will exist between the Employer and the Employees.
- (ii) Improving and extending services to the residents and families.
- (iii) Promoting safe and sanitary practices.

- (iv) Reviewing Employee suggestions and questions about working conditions and service (but not grievances or matters concerned with collective bargaining).
- (v) Discussions of matters causing grievances and misunderstandings.
- (vi) Any other matters mutually agreeable to the parties.

(c) Meetings of Committee

The committee will meet at least four (4) times per year at a mutually agreeable time. Its members will receive a notice and agenda of the meeting at least four (4) working days in advance of the meeting agendas will be circulated by the Chairperson to their members. Employees will not suffer any loss of pay for time spent with this committee.

(d) Chairperson of the Meeting

An Employer and a Union Representative will be designated joint chairpersons and will alternate in presiding over meetings.

(e) Minutes of Meeting

Minutes of each meeting of the committee will be prepared and agreed to by the joint chairpersons as promptly as possible after the close of the meeting. The Union, the CUPE National Representative and the Employer will each receive a copy of the agreed-to minutes within four (4) working days following the meeting. The Employer will take and circulate minutes to the committee members.

(f) Jurisdiction of Committee

The committee will not have jurisdiction over wages, or any matter of collective bargaining, OHS, including the administration of this Collective Agreement. The committee will not supersede the activities of any other committee of the Union or of the Employer and does not have the power to bind either the Union or its members or the Employer to any decisions or conclusions reached in their discussions. The committee will have the power to make recommendations to the Union and the Employer with respect to its discussions and conclusions.

(g) Terms of Reference

The committee will mutually agree to its own terms and conditions, which will be used to guide the meetings. The terms of reference will contain at the end of every meeting a notation of positive relations.

## **ARTICLE 7 – NO DISCRIMINATION**

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

### 7.02 Respectful Workplace

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

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

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

### 7.03 Personal Harassment

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

## **ARTICLE 8 – CLASSIFICATIONS AND JOB DESCRIPTIONS**

8.01 The Employer will develop and maintain current and accurate job descriptions for Employees.

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

### 8.02 Changes in Classification

(a) When a new position is created, or an existing position reclassified, the Employer will set a wage rate for the position and immediately notify the local Union. If this wage rate is acceptable to the Union, it will become the wage rate for the job. If the wage rate is not acceptable to the Union, the Union will advise the Employer

and negotiations will then take place between the parties in an effort to establish a wage rate, which is mutually satisfactory. If the parties are unable to reach an agreement, the matter will be submitted to arbitration. The new rate will become retroactive to the time the position was filled by an Employee or when the classification changed.

- (b) If the Employer changes the duties of an existing position substantially sufficient to alter the wage rate, the Union may submit a request in writing to the Employer specifying the changes in duties and the proposed change to the wage rate. If an agreement cannot be reached on a wage rate, the matter will be submitted to arbitration.
- (c) The Employer will advise with the Union when a job description is changed to adjust educational or experience requirements prior to posting.
- (d) If a position covered in this Clause is awarded or assigned a higher or lower wage rate through discussions between the parties or at arbitration, the new rate will apply retroactively to the time the position was first filled by an Employee. In the event a lower wage rate is awarded or assigned to the position, the Employee will not be required to return any overpayments.

## **ARTICLE 9 – HOURS OF WORK AND SHIFT SCHEDULES**

### **9.01 Rest Periods and Meal Periods**

- (a) During each eight (8) hour portion of a shift, an Employee is entitled to a one-half (½) hour paid meal break.
- (b) For each period of four (4) hours worked, an Employee will be entitled to a fifteen (15) minute paid rest break.

### **9.02 Regular Shift Schedules**

- (a) The following regular shift schedules will be allowed:
  - (i) Eight (8) hours inclusive of a one-half (½) hour paid meal break; or
  - (ii) Nine and one-half (9½) hours inclusive of a one-half (½) hour paid meal break; or
  - (iii) Twelve (12) hours inclusive of two (2) one-half (½) hour paid meal breaks.
  - (iv) Shifts of shorter duration may be scheduled depending upon the needs of the site.

### 9.03 Shift Schedules

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

- 9.04 (a) Full-time and Part-time Employees and Temporary Employees may exchange shifts amongst themselves provided that:
- (i) the exchange is agreed to, in writing, between the affected Employees; and
  - (ii) prior approval in writing of such exchange has been given by the Site Leader/designate;
  - (iii) shifts being exchanged are of the same length.
- (b) A mutual exchange will be recorded on the shift schedule. All parts of the approved shift exchange will be completed within seven (7) days.
- (c) Casual Employees may not exchange shifts.
- (d) A mutual exchange will 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 will not result in overtime compensation or payment, or any other claims on the Employer by an Employee under the terms of this Agreement.

### 9.05 Additional Hours

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

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

### 9.06 Casual Employees

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

To maintain eligibility, casuals must supply their availability by the first (1<sup>st</sup>) day of each month. Failure to provide availability will render the Casual Employee inactive. Three (3) consecutive months as an inactive or unavailable Casual Employee, except for

illness, injury or other reason acceptable to the Employer may result in termination of employment.

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

9.07 Minimum Hours for a Shift

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

9.08 Emergent Situations

In Emergent situations the Employer will have the right to fill the shift as they deem necessary. (this may mean seniority has to be overlooked) An emergent situation, as an example, includes a shift or part shift becoming vacant with less than twelve (12) hours' notice, fire, flood, etc.

**ARTICLE 10 – OVERTIME**

10.01 Overtime Defined

- (a) For all Full-time Employees all time worked outside the normal workday, the normal work week, or on a General Holiday will be considered as overtime.
- (b) For all Part-time Employees, all time worked beyond forty (40) hours per week on a General Holiday or beyond the regularly scheduled shift as per regular shift schedules in Article 9.02, will be considered overtime.
- (c) All overtime must be approved in advance by management. The rate of overtime will be at time and one-half (1½) the basic rate of pay.

10.02 Distribution of Overtime

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

10.03 Employees will not be required to reduce their regularly scheduled hours of work to compensate for overtime.

## **ARTICLE 11 – SHIFT PREMIUM**

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

## **ARTICLE 12 – WEEKEND PREMIUM**

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

## **ARTICLE 13 – SENIORITY**

### 13.01 Seniority List

An up-to-date seniority list will be sent to the Union and posted on the main bulletin board May and November in conjunction with Article 6.03 (Dues Deductions and Union Business). An Employee's name will not be placed on the seniority list until the Employee has completed their probationary period as per Article 2 (Probationary Employees).

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

### 13.02 Loss of Seniority

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

An Employee will only lose their seniority in the event:

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

### 13.03 Seniority for Temporary Employees

A Temporary Employee will have seniority from the date of hire. Subject to Article 13.02 (Loss of Seniority).

### 13.04 Seniority for Casual Employees

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

Only for the purposes of Article 14 (Promotions and Staff Changes) a Casual Employee may use their total hours worked, as a Casual Employee, to establish a seniority date using the calculation above.

## **ARTICLE 14 – PROMOTIONS AND STAFF CHANGES**

### 14.01 (a) Job Postings

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

### (b) Vacancies Less Than Six (6) Weeks

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

### (c) Vacancy Greater Than Six (6) Weeks

A vacancy which occurs for more than six (6) weeks will be posted in accordance with 13.01 (a), stating that the position is temporary and will indicate the estimated duration of the temporary position. In any event, the temporary position generally will not exceed eighteen (18) months unless mutually agreed between the Employer, the Union, and the Employee. Upon termination of a temporary position, the Employee filling the vacancy will be returned to the classification in which the Employee last worked without loss of seniority and wage. When an internal Union Employee is the successful applicant, the said Employee will retain their status during the period. An Employee filling a vacancy of six (6) weeks or longer will not bid on any other posting in which the two (2) positions start, and end dates overlap.

(d) Successful Applicant

The successful internal Union 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.

14.02 Information in Postings

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

14.03 Advertising of Job Postings

The Employer may concurrently advertise and interview for vacant positions internally and externally. An internal Union applicant who meets the minimum qualifications will be awarded the position in accordance with Article 14.05 (Methods of Making Appointment).

14.04 Recognition of Seniority in Hiring and Promotion Decisions

Both parties recognize:

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

14.05 Methods of Making Appointment

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

14.06 Trial Period

The successful applicant will be placed on trial for a period of two hundred (200) hours worked. Such trial period become permanent after the two hundred (200) hours. The trial period may be extended with mutual agreement, between the Employee, the Union, and the Employer. In the event the successful applicant proves unsatisfactory in the position during the trial period, or if the Employee requests a reversion, the Employee will be returned to their former position without loss of seniority and wage. Any other Employee promoted or reassigned because of the rearrangement of positions will also be returned to their former position without loss of seniority and

wage. Any unsuccessful applicants for the original posting will then be considered in accordance with Article 14.05 (Methods of Making Appointment). If there are no unsuccessful applicants, then the position would be reposted in accordance with Article 14.01 (Job Postings).

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

#### 14.07 Union Notification

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

Notices of such appointments will also be posted.

The Employer will provide a copy of all postings, notices of hire or terminations, and disciplines to the President, Recording Secretary and the Site Vice-President of the Union. These notices will be provided electronically. The Union will provide the Employer the correct email addresses.

#### 14.08 Postings While on Vacation or Leave

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

#### 14.09 Voluntary Termination (Resignation)

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

#### 14.10 Transfers and Seniority Outside the Union

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

accumulation from the date of their return to the Union. An Employee not returned to the Union within twelve (12) months will forfeit Union seniority.

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

## **ARTICLE 15 – LAYOFF AND RECALLS**

15.01 Employees may be laid off in accordance with the provisions of this Article.

15.02 For the purpose of this Article the following definitions will apply:

- (a) "layoff" - a separation from employment as a result of lack of work, or a reduction in hours to Full-time or Part-time Employees;
- (b) "seniority" - the length of continuous employment at the site as determined by the Employees initial date of hire into a permanent position.

15.03 Except in circumstances beyond the reasonable control of the Employer, the notice of layoff of the Employees will be as follows:

- (a) fourteen (14) working days. Working days will mean Monday to Friday exclusive of General Holidays.

15.04 When Employees are to be laid off, the Employer will layoff such Employees in the reverse order of their seniority within the affected classification providing those retained are qualified and able to perform the work.

15.05 The time spent by probationary Employees on layoff will be added to the probationary period at the time of recall.

15.06 When an Employee has been given notice of layoff or notice of position abolishment, the Employee has the option of:

- (a) accepting the layoff;
- (b) accepting a vacant position for which the Employee is qualified if available;
- (c) retaining all seniority and recall rights for eighteen (18) months and accepting casual employment opportunities. The Employer will give such Employees first opportunity for casual employment; or
- (d) bumping the least senior Employee in a position for which the Employee is qualified.

- 15.07 (a) If a permanent Employee has not been recalled within eighteen (18) months from the date of layoff, the Employee will be entitled to severance pay of two (2) weeks per year of service.
- (b) Severance pay will not be paid out to an Employee who resigned, retired, failed to return to work when recalled, or whose employment was properly terminated.
- (c) Severance pay will be paid two (2) weeks per year of service in the event of closure, or loss of contract, or permanent layoff.

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

15.09 Recall Procedure

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

15.10 No New Employees

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

15.11 Advise Union

In the event of layoffs and recalls, the Employer agrees to advise the Union in advance in accordance with Article 15.03.

15.12 Grievances on Layoffs and Recalls

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

## **ARTICLE 16 – GRIEVANCE PROCEDURE**

16.01 Informal Discussion

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

assisted and or accompanied by a Shop Steward or Union Officer while discussing the matter with the Employee's immediate supervisor.

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

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

#### 16.02 Definition of Grievance

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

#### 16.03 Authorized Representatives

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

#### 16.04 Time Limits

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

#### 16.05 Mandatory Conditions

- (a) Should the Employer fail to comply with any time limits in the grievance procedure, the grievance will 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 will continue to perform their duties, except in cases of suspension or dismissal.
- (c) A suspension or dismissal grievance will commence at Step 2.
- (d) If the Union fails to process a grievance at Step 2 or 3 in the grievance procedure within the time limits specified, the grievance will be considered abandoned unless the parties agreed in writing to extend the time limits.
- (e) For the purposes of this Article, days mean working days which do not include weekends and are not named holidays.

## 16.06 Steps in the Grievance Procedure:

### Step 1

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

### Step 2

If the grievance is not resolved at Step 1 above within ten (10) days of the decision of the Site Leader, it may be forwarded in writing by the Union stating the nature of the grievance and redress sought, to the community mentor or designated representative, who will 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 ten (10) days of the decision, it may be forwarded in writing, stating the nature of the grievance and redress sought, to the Park Place Seniors Living head office person or designated representative, who will meet with the Union for a hearing within (10) days of receiving the grievance. If the grievance is not settled at this stage, it may be advanced to Step 4.

### Step 4

If the grievance is not resolved at Step 3 above within twenty (20) days of the reply from the Park Place Seniors Living head office person, the Union may decide to proceed to Arbitration.

## 16.07 Arbitration

- (a) Either party wishing to submit a grievance to arbitration will, within twenty (20) days of the receipt of the decision at Step 4 of the grievance procedure, notify the other party in writing of its intention to do so and name up to three (3) proposed names for appointment of a single Arbitrator. If these names do not result in the selection of an Arbitrator, the other Party within twenty (20) days of receipt of the first three (3) proposed names may counter-propose up to three (3) names. Should an Arbitrator not be agreed to within thirty (30) days of the notification referring the matter to Arbitration, the parties will utilize the provisions of the Alberta *Labour Relations Code* to have an Arbitrator appointed; or
- (b) By mutual written agreement the parties may agree to an Arbitration Board.

- (c) Where appointees to the Board have been named the parties, then will, 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 will be made to the Director of Alberta Mediation Services to appoint an Arbitrator pursuant to the provisions of the Alberta *Labour Relations Code*.
- (d) The Arbitration Board will hear and determine the difference and will 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 will be the decision of the Board.
- (e) The Arbitration decision will be governed by the terms of this Collective Agreement and will not alter, amend, or change the terms of this Collective Agreement.
- (f) Each of the parties to this Collective Agreement will bear the expense of its appointee to the Arbitration Board. The fees and expenses of the Chairperson or single Arbitrator will be borne equally by the two (2) parties to the dispute.

#### 16.08 Policy Grievance

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

#### 16.09 Union May Institute a Grievance

The Union and its representatives will 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 will commence at Step one (1) or two (2).

#### 16.10 Deviation from Grievance Procedure

After a grievance has been initiated by the Union, the Employer's representative will 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. Any such discussion or negotiation will be with the Local Executive and the National Representative. Violation of this section will result in the grievance being allowed.

#### 16.11 Replies in Writing

Replies to grievances stating reasons will be in writing at all stages and directed to the Local Executive and the National Representative.

## **ARTICLE 17 – DISCIPLINE AND DISCHARGE**

### **17.01 Union Representation**

An Employee will have the right to have a Union Representative present at any time when the Employer is meeting with the Employee for the purpose of discipline or dismissal or investigation, which may lead to discipline or dismissal. The Employer will inform the Employee of this right and give the Employee a minimum of forty-eight (48) hours to arrange for a Union Representative to be present.

A Union Representative may have the right to consult with a CUPE National Representative and may have them present at any discussion which might be the basis of disciplinary action. Having the assistance of the National Representative will not unreasonably delay the meeting.

- 17.02 The Employer will only discipline or discharge for just cause. Both parties recognize the value of progressive discipline.
- 17.03 Unsatisfactory conduct and/or performance by an Employee may be grounds for discipline up to and including dismissal.
- 17.04 A written warning will provide the specifics of the issue(s) that gave rise to the disciplinary action, will provide written direction regarding work performance expectations and a timeline for improvement, as well as indicating that further discipline or dismissal may follow if any similar or other infractions occur. A copy of the written warning will be placed on the Employee's personnel file.
- 17.05 The Employee will sign any written notice of discipline for the sole purpose of indicating that the Employee is aware of the disciplinary notice. All disciplinary notices will be copied to the President, the Recording Secretary and the site Vice-President.
- 17.06 A claim by an Employee that they have been unjustly disciplined or discharged will be treated as an individual grievance, commencing at Step 2 of the grievance procedure. The Union must submit the written grievance, dated and signed within ten (10) days after the date of the discipline.
- 17.07 An Employee who has been subjected to disciplinary action will, after twelve (12) months of continuous work from the date of the disciplinary measure was invoked, will have their personnel file cleared of any record of the disciplinary action. Such request will 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.
- 17.08 An Employee will have the right to have a Union Representative and or the National Representative present when disciplinary notice is issued. In the case of the National Representative this will not unreasonably delay the process, in excess of forty-eight (48) hours.

17.09 For the purposes of this Article, days means working days which do not include weekends and are not named holidays.

## **ARTICLE 18 – GENERAL HOLIDAYS**

18.01 (a) The Employer will recognize the following General Holidays:

New Year's Day	Labour Day
Family Day	Thanksgiving Day
Good Friday	Remembrance Day
Victoria Day	Christmas Day
Canada Day	Boxing Day
Heritage Day (August)	National Day for Truth and Reconciliation

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

- (b) In order to qualify for General Holiday pay the Employee must work their full scheduled shift immediately preceding and immediately following the holiday, except where the Employee is absent due to illness or bereavement leave or vacation.
- (c) Notwithstanding the foregoing, while:
- (i) on layoff, or
  - (ii) in receipt of compensation from the Worker's Compensation Board, or
  - (iii) on leave of absence in excess of thirty (30) calendar days for any reason an Employee will not be entitled to:
    - (a) a day off with pay; or
    - (b) payment in lieu thereof for the aforementioned General Holidays.

- 18.02 (a) When a General Holiday falls on a day that would otherwise have been a workday, the Employee receives the day off and the Employee will receive their basic rate of pay for their regularly scheduled hours.
- (b) When a General Holiday falls on an Employee's regularly scheduled day off, the Employee will receive another day off with pay at a mutually agreeable time within ninety (90) days of that holiday or failing mutual agreement will be paid their basic rate of pay for their regularly scheduled hours.

- (c) When a Full-time Employee is required to work on a General Holiday, the Employee will be entitled to the usual wage for the hours worked plus one and one-half (1½) times their Basic Rate of Pay for all hours worked.
- (d) On each pay period Part-time and Casual Employees will be paid, in addition to their Basic Rate of Pay, five percent (5%) of their Basic Rate of Pay in lieu of General Holiday benefits.
- (e) Part-time and Casual Employees required to work on a Named Holiday will be paid, in addition to Article 18.02(d) above, one and one half (1.5) times their Basic Rate of Pay plus any applicable shift premiums for all hours worked.

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

## **ARTICLE 19 – SICK LEAVE**

19.01 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 will be entitled to receive paid sick leave benefits equal to their basic rate of pay for each day of personal illness that they were scheduled to work, to the extent of their accumulated sick leave credits.

### **19.02 Sick Time Accumulation Bank**

Employees 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.

### **19.03 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.

19.04 Employees will not suffer any loss of seniority while receiving Employer paid sick leave.

### **19.05 Sick Leave as Affected by Probation Period**

Employees who have not completed their probation period will 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 19.02 (Sick Time Accumulation Bank).

19.06 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.

#### 19.07 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.

#### 19.08 Part-Time Employees Sick Leave Credits

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

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

#### 19.10 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.

#### 19.11 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.

#### 19.12 Notification of Return to Work

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

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

#### 19.13 Exhaustion of Sick Leave Credits

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

#### 19.14 Casual Employees

Casual Employees will not be entitled to paid sick leave.

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

#### 19.16 Proof of Illness

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

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

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

### **ARTICLE 20 – LEAVE OF ABSENCE**

#### 20.01 General Leave

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

#### 20.02 Leave for Union Business

Representatives of the Union will 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 will be required to obtain the permission of the Employer before leaving their employment. The Union will reimburse the Employer for receipt of such pay and benefits.

#### 20.03 Leave for Union Function

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

fourteen (14) days notice, to return to their previous position or to such other position to which they may be promoted by reason of seniority and ability.

(c) Collective Bargaining

The Employer will not unreasonably deny requests for up to three (3) Employees elected or appointed to represent the Union as members of the Union's collective bargaining team so as to participate in negotiations with the Employer, subject to any such request is received with ten (10) calendar days written notice, when extenuating circumstances arise such as illness a shorter notice period will be considered.

(d) Pay and Reimbursement – Union Leave

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

20.04 Bereavement Leave

An Employee will be granted four (4) days bereavement leave without loss of regular earnings in the event of the death of the following relatives:

Parent, Parent-in-Law, Partner/Spouse Child, Stepchildren Sibling, Sibling-in-law, Legal Guardian, Common Law Spouse, Same Sex Partner, Stepparent, Child-in-law, Grandparents of the Employee or the Employee's Spouse, Grandchild, Fiancé.

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

20.05 The Employer will 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.

20.06 Compassionate Leave/or Family Leave

Leave with pay will be granted up to a maximum of five (5) continuous days off with pay up to a maximum of ten (10) days 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. Provided the Employee has sufficient leave credits.

20.07 Maternity and Parental Leave

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

#### 20.08 Jury Duty Leave

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

#### 20.09 Pressing Necessity

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

#### 20.10 Job Protected Leaves

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

All job protected leave will be in accordance with *Alberta Employment Standards Code* (link updated May 23, 2024)

<https://open.alberta.ca/publications/e09>

## **ARTICLE 21 – ABSENCE WITH OUT LEAVE**

### **21.01 Absence With Out Leave (AWOL)**

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

## **ARTICLE 22 – VACATION**

### **22.01 Definition**

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

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

### **22.02 Time of Vacation**

- (a) During each continuous year of service, an Employee will earn entitlement to a vacation with pay, to be taken in the next following calendar year.
- (b) All vacation earned during one calendar year will be taken in the following vacation year at a mutually agreeable time.
- (c) A vacation schedule will be posted by March 1<sup>st</sup> each year and Employees will have until April 30<sup>th</sup> to submit their vacation requests. Vacation allocation will be determined by seniority.
- (d) For vacation requests submitted after April 30<sup>th</sup>, 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 will be subject to the approval of the Employer and will 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.

### 22.03 Vacation Entitlement

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

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

### 22.04 Compensation for General Holidays Falling Within Vacation Scheduling

If a General Holiday falls within an Employee's vacation period, the Employee will 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 will pay an additional day's pay.

### 22.05 Casual Employees

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

### 22.06 Vacation Leave during the Months of July and August

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

## **ARTICLE 23 – PAYMENT OF WAGES AND ALLOWANCES**

### **23.01 Pay Days**

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

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

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.

### **23.02 Pay During Temporary Assignments**

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

## **ARTICLE 24 – EMPLOYEE BENEFITS**

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

- (a) Alberta Health Care Insurance Plan;
- (b) Great-West Life Group Benefit Plan – Health Care refer to Plan booklet;
- (c) Dental Care
  - (i) 70% Basic Coverage – Maximum \$1,000 per calendar year.
  - (ii) 100% Accidental Coverage – unlimited.

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

A Health Spending Account of six hundred and fifty (\$650.00) dollars per year will be available for all current Employees working twenty (20) hours or more (as per the Benefit eligibility criteria) and will be pro-rated based on FTE.

## **ARTICLE 25 – RRSP**

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

## **ARTICLE 26 – NORTHERN TRAVEL BENEFIT**

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

## **ARTICLE 27 – PERSONNEL FILES**

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

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

## **ARTICLE 28 – UNDERSTAFFED**

28.01 The parties agree to the following:

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

## **ARTICLE 29 – MEDICAL ASSISTANCE PROGRAM (MAP)**

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

## **ARTICLE 30 – RETROACTIVITY**

30.01 The Employer will pay retroactivity on the basis of all regular hours worked from May 1, 2024, to the date of implementation of the Agreement. Any other agreed monetary items are effective on the date of ratification.

## **ARTICLE 31 – TERM OF AGREEMENT**

31.01 Effective Date

The term of this Agreement will be from May 1, 2024 to April 30, 2027 and will continue from year to year thereafter unless either party to this Agreement gives notice in writing of their intent to enter into collective bargaining no more than one hundred and twenty (120) and no less than sixty (60) days prior to the expiration.

31.02 Changes in Agreement

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

## APPENDIX "A" WAGES

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

<b>Care Aide</b>		<b>Increase</b>	<b>0-1949</b>	<b>1950-3899</b>	<b>3900-5849</b>	<b>5850-7799</b>	<b>7800-9749</b>	<b>9750+</b>
<b>(Non-Certified Health Care Aide)</b>			<b>Step 1</b>	<b>Step 2</b>	<b>Step 3</b>	<b>Step 4</b>	<b>Step 5</b>	<b>Step 6</b>
May 1, 2024	2%	\$19.31	\$19.64	\$20.27	\$21.51	\$22.80	\$23.42	
May 1, 2025	2%	\$19.69	\$20.03	\$20.67	\$21.94	\$23.25	\$23.89	
May 1, 2026	2%	\$20.09	\$20.43	\$21.09	\$22.38	\$23.72	\$24.37	
<b>Health Care Aide</b>			<b>0-1949</b>	<b>1950-3899</b>	<b>3900-5849</b>	<b>5850-7799</b>	<b>7800-9749</b>	<b>9750+</b>
			<b>Step 1</b>	<b>Step 2</b>	<b>Step 3</b>	<b>Step 4</b>	<b>Step 5</b>	<b>Step 6</b>
May 1, 2024	2%	\$21.53	\$22.38	\$23.25	\$24.16	\$25.07	\$25.96	
May 1, 2025	2%	\$21.96	\$22.83	\$23.71	\$24.65	\$25.57	\$26.48	
May 1, 2026	2%	\$22.40	\$23.28	\$24.18	\$25.14	\$26.08	\$27.01	
<b>Wellness Team Leader</b>			<b>0-1949</b>	<b>1950-3899</b>	<b>3900-5849</b>	<b>5850-7799</b>	<b>7800-9749</b>	<b>9750+</b>
			<b>Step 1</b>	<b>Step 2</b>	<b>Step 3</b>	<b>Step 4</b>	<b>Step 5</b>	<b>Step 6</b>
May 1, 2024	2%	\$22.62	\$23.48	\$24.41	\$25.37	\$26.34	\$27.04	
May 1, 2025	2%	\$23.08	\$23.95	\$24.90	\$25.87	\$26.86	\$27.58	
May 1, 2026	2%	\$23.54	\$24.43	\$25.39	\$26.39	\$27.40	\$28.13	
<b>Cook/Kitchen Prep</b>			<b>0-1949</b>	<b>1950-3899</b>	<b>3900-5849</b>	<b>5850-7799</b>	<b>7800-9749</b>	<b>9750+</b>
			<b>Step 1</b>	<b>Step 2</b>	<b>Step 3</b>	<b>Step 4</b>	<b>Step 5</b>	<b>Step 6</b>
May 1, 2024	2%	\$19.93	\$20.53	\$21.15	\$21.78	\$22.44	\$23.10	
May 1, 2025	2%	\$20.33	\$20.94	\$21.58	\$22.21	\$22.89	\$23.57	
May 1, 2026	2%	\$20.74	\$21.36	\$22.01	\$22.66	\$23.35	\$24.04	

**Hospitality Aide & Housekeeper**

		<b>0-1949</b>	<b>1950-3899</b>	<b>3900-5849</b>	<b>5850-7799</b>	<b>7800-9749</b>	<b>9750-11699</b>	<b>11700+</b>
		<b>Step 1</b>	<b>Step 2</b>	<b>Step 3</b>	<b>Step 4</b>	<b>Step 5</b>	<b>Step 6</b>	<b>Step 7</b>
May 1, 2024	2%	\$17.96	\$18.50	\$19.06	\$19.65	\$20.24	\$21.05	\$21.89
May 1, 2025	2%	\$18.32	\$18.87	\$19.45	\$20.04	\$20.64	\$21.47	\$22.33
May 1, 2026	2%	\$18.69	\$19.25	\$19.83	\$20.44	\$21.05	\$21.90	\$22.77

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

		<b>Step 1</b>
May 1, 2024	2%	\$16.32
May 1, 2025	2%	\$16.65
May 1, 2026	2%	\$16.98

**Maintenance Supervisor**

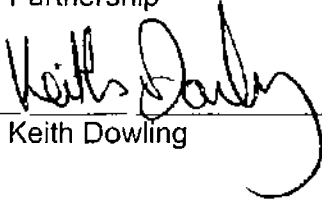
		<b>0-1949</b>	<b>1950-3899</b>	<b>3900-5849</b>	<b>5850-7799</b>	<b>7800+</b>
		<b>Step 1</b>	<b>Step 2</b>	<b>Step 3</b>	<b>Step 4</b>	<b>Step 5</b>
May 1, 2024	2%	\$27.33	\$28.16	\$28.99	\$30.15	\$31.35
May 1, 2025	2%	\$27.87	\$28.73	\$29.57	\$30.75	\$31.98
May 1, 2026	2%	\$28.43	\$29.30	\$30.16	\$31.37	\$32.62

**Maintenance**


		<b>0-1949</b>	<b>1950-3899</b>	<b>3900-5849</b>	<b>5850+</b>
		<b>Step 1</b>	<b>Step 2</b>	<b>Step 3</b>	<b>Step 4</b>
May 1, 2024	2%	\$19.13	\$19.43	\$20.07	\$20.88
May 1, 2025	2%	\$19.51	\$19.82	\$20.48	\$21.29
May 1, 2026	2%	\$19.90	\$20.22	\$20.88	\$21.72

Dated: 12 NOV. 2024.

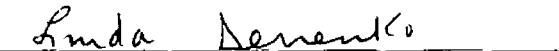
Signed on behalf of the Employer  
Emerald Gardens Retirement Residence  
Partnership

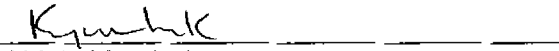
  
\_\_\_\_\_  
Keith Dowling

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

  
\_\_\_\_\_  
Jenny Coote, President

\_\_\_\_\_  
Carson Chamberlain

  
\_\_\_\_\_  
Linda Senenko

  
\_\_\_\_\_  
Kristy Yurchak

  
\_\_\_\_\_  
Tealyn Runka

**LETTER OF UNDERSTANDING # 1**

-between-

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

-and-

**EMERALD GARDENS RETIREMENT RESIDENCE PARTNERSHIP**  
(the "Employer")

**Re: Hours of Work Averaging Agreement (HWAA)**

Classification: Health Care Aide

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

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

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

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

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

**Overtime Rules**

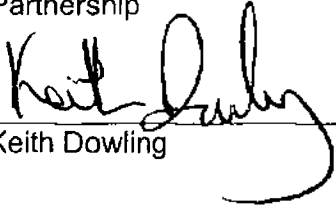
The Employee Care Partner will be entitled to overtime for the greater of the following:

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

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

Dated: 12 Nov. 2024

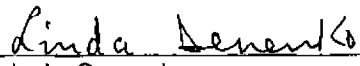
Signed on behalf of the Employer  
Emerald Gardens Retirement Residence  
Partnership

  
\_\_\_\_\_  
Keith Dowling

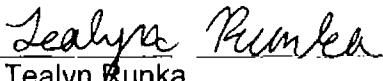
Signed on behalf of the Canadian Union  
of Public Employees, Local 3623

  
\_\_\_\_\_  
Jenny Coote, President

Carson Chamberlain

  
\_\_\_\_\_  
Linda Senenko

  
\_\_\_\_\_  
Kristy Yurchak

  
\_\_\_\_\_  
Tealyn Runka

Added June 11, 2025

LETTER OF UNDERSTANDING

BETWEEN

EMERALD GARDENS RETIREMENT RESIDENCE PARTNERSHIP

(hereinafter referred to as the "Employer")

and

CANADIAN UNION OF PUBLIC EMPLOYEES Local 3623

(hereinafter referred to as the "Union")

Laundry Aide Classification

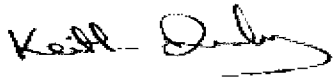
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The Parties to this Collective Agreement (CA) agree to add a new classification of Laundry Aide. to Appendix A Wage Schedule, effective date of signing this LoU.

The hourly rate of pay shall be same as for the classifications of Hospitality Aide and also Housekeeping.

ON BEHALF OF THE EMPLOYER

  
ON BEHALF OF THE UNION



Keith Dowling

2 May, 2025

June 11/25

Date

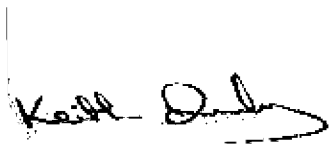
LETTER OF UNDERSTANDING  
BETWEEN  
EMERALD GARDENS RETIREMENT RESIDENCE PARTNERSHIP  
(hereinafter referred to as the "Employer")  
and  
CANADIAN UNION OF PUBLIC EMPLOYEES Local 3623  
(hereinafter referred to as the "Union")  
Recreation Aide Classification

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The Parties to this Collective Agreement (CA) agree to add a new classification of Recreation Aide to Appendix A Wage Schedule, effective date of signing this LoU.

The hourly rate of pay shall be same as for the classifications of Care Aide

ON BEHALF OF THE EMPLOYER



Keith Dowling

6 August, 2025

ON BEHALF OF THE UNION



