

# COLLECTIVE AGREEMENT

Between

**CUPE** / Canadian Union  
of Public Employees

LOCAL 8

And

REVERA RETIREMENT LP

(operating as Chateau Renoir Retirement Residence)

May 1, 2012 – April 30, 2014



Canadian Office & Professional Employees  
Local #491

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## **ARTICLE 1 - PREAMBLE**

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

## **ARTICLE 2 - TERM OF AGREEMENT**

### **2.01 Duration**

Except where otherwise stated in this Collective Agreement, this Collective Agreement, including appendices hereto, unless altered by mutual consent of both parties hereto, shall be in force and effect from and after the date upon which the Canadian Union of Public Employees and the Chateau Renoir Retirement Residence exchange notice of ratification of this Collective Agreement up to and including April 30, 2014 and from year to year thereafter unless amended or terminated. Notification of desire to amend or terminate may be given in writing by either party during the period between sixty (60) and one hundred and twenty (120) days prior to its expiration date.

### **2.02 Notice of Changes**

When either party serves notice of desire to amend the Collective Agreement under Article 2.01 above, the negotiating committees shall exchange any proposed amendments at commencement of negotiations.

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

- 2.04 The parties agree that there will be no strike or lockout contrary to the provisions of the Alberta Labour Relations Code as amended.

## **ARTICLE 3 - DEFINITIONS**

### **3.01 Definitions**

The word "employee" or "employees" as used in this agreement shall mean the employees referred to in this Agreement who are within the bargaining unit for whom the Union is recognized pursuant to Certificate Number 23-2011, issued in accordance with the Alberta Labour Relations Board save and except the Executive Director, Director of Care, Office Manager, Director of Food Services, Dining Room Supervisor, Director of Maintenance, Scheduling Coordinator, Housekeeping Laundry Supervisor, Director of Marketing, Resident Care Coordinator, and Activity Director.

- 3.02 A "Regular Full-time employee" is one who is normally scheduled to work seventy-five (75) hours bi-weekly (exclusive of overtime) and one who has served the required probationary period.
- 3.03 a) A "Regular Part-time employee" is one who has served the required probationary period and who is normally scheduled to work a minimum of twenty-two point five (22.5) hours weekly.
- b) A "Part-time employee" is one who is scheduled to work less than twenty-two point five (22.5) hours weekly and therefore would be excluded from receiving benefits. A part-time employee will work a minimum of two point five (2.5) hours per shift.
- 3.04 a) A Casual employee is one who is called in to work occasionally, usually on a "call" basis for relief purposes, but who does not work a regular schedule or does so for only a specified time.
- b) Casual employees shall accumulate seniority but are not entitled to any benefits.
- 3.05 "Temporary Employee" is one who is hired for a period of three (3) months or less for a specific job. When a Temporary Employee is hired, the Employer shall advise the Union in writing of the Temporary Employee's name, classification, department and nature of the temporary assignment. The term of employment of such Temporary Employee may be extended only by mutual agreement in writing, between the Employer and the Union. A Temporary Employee may work either full-time or part-time hours.
- 3.06 The words "bi-weekly" period shall mean the two calendar weeks constituting a pay period.
- 3.07 It shall be the responsibility of the employee to keep the Employer informed of their current address, in case it is necessary to notify any employee of any matter under this Agreement. Notice may be given personally or by prepaid registered post addressed to the employee at their last address shown on the seniority list or on the payroll of the Employer. Such notice shall be deemed to have been given when delivered by the postal authorities.

#### **ARTICLE 4 - RECOGNITION**

- 4.01 The Employer recognizes the Union as the sole collective bargaining agent for all its employees at the Chateau Renoir Retirement Residence as described in Certificate No. 23-2011 issued pursuant to the Alberta Labour Relations Code and amendments thereto save and except the Executive Director, Director of Care, Office Manager, Director of Food Services, Director of Maintenance, Director of Marketing, Resident Care Coordinator, and Activity Director.
- 4.02 The Union is hereby established as the sole collective bargaining agency for the employees, and the Employer undertakes that it will not enter into any other agreement or contract with the employees either individually or collectively.

#### 4.03 Correspondence

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

### **ARTICLE 5 - BULLETIN BOARDS**

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

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

### **ARTICLE 6 - MANAGEMENT RIGHTS**

6.01 Except where specifically modified by the terms of this Agreement, the Union acknowledges that all Management rights are vested with the Employer. The Employer has the exclusive right to manage and direct its operations and affairs in all respects. These rights and functions shall include, but are not limited,

- a) to determine and establish standards and procedures for the service, care, welfare, safety and comfort of the clients of the Employer;
- b) to maintain order, discipline and efficiency, and to make, alter, and enforce reasonable rules and regulations to be observed by employees. Such rules will be made available to all employees and the Union. The Employer reserves the right to introduce new rules and procedures from time to time, copies of which will also be made available to all employees and a copy to the Local Union President;
- c) to hire, transfer, lay-off, recall, promote, demote, classify, assign duties, discharge, suspend, or otherwise discipline employees for just cause, provided that a claim that an employee who has been discharged or disciplined without just cause may be the subject of a grievance/arbitration and dealt with as hereinafter provided and to hire persons to fill vacant positions or newly created positions, so long as such does not conflict with the Collective Agreement
- d) so long as such does not conflict with the Collective Agreement to determine the nature and kind of business conducted by the Employer; to determine the schedules of work, the number of shifts, job content and requirements, quality and quantity standards and the qualifications of employees.

## ARTICLE 7 - DUES DEDUCTIONS AND UNION BUSINESS

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

### 7.02 Check-off Payments

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

### 7.03 Deductions

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

7.04 The Employer agrees that a Union Representative shall be given the opportunity during the orientation period of 15 minutes for newly hired employees for the purpose of introducing the employee to the Union.

### 7.05 Union Bargaining Committee

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

### 7.06 Representative of Canadian Union of Public Employees

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

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

#### **ARTICLE 8 - NO DISCRIMINATION**

- 8.01 a) There shall be no discrimination, restriction or coercion exercised on the part of the employer or the Union due to participation in the Union.
- b) Any alleged violation of the Alberta Human Rights and Citizenship Act shall be filed and dealt with by the appropriate government body or agency.
- 8.02 The Union, Employer and employee's agree that the Residence should be free from harassment. All parties agree to cooperate in preventing and investigating any complaints of harassment within the Residence.
- 8.03 The Union agrees that it will not conduct Union business (other than that which is permitted in this Agreement) on the Employer premises.

#### **ARTICLE 9 - SENIORITY**

##### **9.01 Seniority Defined**

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

##### **9.02 Seniority List**

The Employer shall maintain a seniority list showing the date upon which each employee's service commenced and showing each employee's seniority accrual. An up-to-date seniority list shall be sent to the Union President and posted on all bulletin boards in January of each year. An employee shall notify the Employer of any error in the seniority list within ten (10) working days of the posting of such list.

### 9.03 Seniority Accrual

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

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

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

### 9.04 Transfer to Full-time Employment

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

### 9.05 Loss of Seniority

An employee shall lose their seniority and have their employment cease in the event the employee:

- a) resigns
- b) is discharged for just cause and not reinstated
- c) is absent from work in excess of three (3) working days without notifying the Employer, unless such notice was not reasonably possible in the Employer's opinion.
- d) fails to return to work within ten (10) calendar days following a recall from layoff 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 their current address.
- e) Has been laid off for a period of twelve (12) months
- f) Fails to return to work as scheduled upon the completion of an approved leave of absence
- g) Accepts employment elsewhere while on a leave of absence

9.06 A part-time employee cannot use seniority for the purpose of bumping a full-time employee.



## ARTICLE 10 - HOURS OF WORK AND WORK SCHEDULES

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

### 10.02 Regular Daily Hours

Regular daily hours of work shall be seven and one-half (7.5) hours per day, exclusive of meal breaks. Shifts of shorter duration may be scheduled depending on the needs of the Residence.

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

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

### 10.05 Rest Periods and Meal Periods

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

SHIFT DURATION	MEAL PERIOD	REST PERIOD
5 to 6 hours	0	1
6 hours to 7.5 hours	0	2
At 7.5 hours	1	2

### 10.06 Shift Schedules

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

10.07 Requests for specific days off shall be submitted in writing to the supervisor one (1) week prior to the posting of each shift schedule.

10.08 Requests for change in posted work schedules must be submitted in writing and co-signed by the employee willing to exchange days off or shifts and are subject to the discretion of the Director. In any event it is understood that such change initiated by the employee and approved by the Employer shall not result in overtime compensation or payment, or any other claims on the Employer by an employee under the terms of this Agreement.

- 10.09 The Employer shall arrange shift schedules among the employees who perform the work involved such that an employee is not scheduled to work for more than six (6) consecutive days without receiving at least two (2) consecutive days off per week averaged over one work cycle of not more than fourteen (14) calendar days. The Employer may switch scheduled days off to accommodate an emergency situation provided the switch is mutually agreed with the employees affected and any such change will be submitted to the Union.
- 10.10 The shift commencing at or about midnight shall be considered the first shift of each working day. A shift shall be entirely within the calendar day in which the majority of hours falls regardless of what calendar day any part of such shift was actually worked.
- 10.11 There shall be no split shifts, except for Dietary Aides (Dining Room Staff), unless mutually agreed between the employer, the employee and the union.
- 10.12 At least eight (8) hours time off shall be scheduled between shifts or change over of shifts. An employee, who is scheduled to work within eight (8) hours after a scheduled shift or change over of shifts, shall receive overtime rates of pay for all hours worked within such eight (8) hour period. A shorter period of time between shifts or change over of shifts may be scheduled by mutual consent between the Employer, the Union and the employees.

## ARTICLE 11 - OVERTIME

### 11.01 Overtime Defined

Overtime shall be paid for all hours worked over seven and one half (7½) hours in a day or seventy-five (75) hours bi-weekly at the rate of time and one half (1½) the employee's regular rate of pay provided that all such overtime is authorized by the Supervisor or the Director unless as outlined in Articles 11.04. Overtime shall be on a voluntary basis.

### 11.02 Part-Time Employees

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

- 11.03 An employee who is absent on paid time during his/her scheduled work week because of sickness, bereavement, holidays or vacation shall, for the purpose of computing overtime pay, be considered as if he/she had worked during his regular hours during such absence.

### 11.04 Callback Guarantee

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

- 11.05 Full-time employees and regular part-time employees required to work by the Employer on their scheduled days off shall be paid overtime rates. Those employees that choose to have their names on the availability list will not be paid at the overtime rate.

Part-time employees who wish to work more extra hours than scheduled shall inform the Employer. Where there are extra hours available, the employer shall offer, in order of seniority where possible, extra hours to those part-time employees who have indicated their availability. Those hours are not subject to overtime.

## **ARTICLE 12 - JOB POSTING, PROMOTIONS, TRANSFERS, VACANCIES**

- 12.01 A vacancy in a bargaining unit position shall be posted within five (5) days and remain posted for seven (7) days. The posting shall indicate the date of the posting, the closing date for applications, the department in which the vacancy is to be filled and the classification, qualifications, hours of work and rate of pay for the posted position.
- 12.02 If no applications are received by completion of the posted time the Employer may fill the vacancy at its discretion.
- 12.03 Until the vacancy is filled, the Employer may fill the vacancy at its discretion on a temporary basis.
- 12.04 Both Parties recognize:
- a) the principle of promotion within the service of the Employer;
  - b) that job opportunity should increase in proportion to length of service.

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

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

- 12.05 The Employer, if requested by the employee, will discuss with the unsuccessful applicant ways in which they can improve their qualifications for future postings.
- 12.06 Within seven (7) days of the date of appointment to a vacant position, the name of the successful applicant and a copy posted on all applicable bulletin boards. The Union shall be notified of all appointments, hiring, transfers and terminations of employment, in writing to the Union President.

## 12.07 Transfers Within the Bargaining Unit

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

## 12.08 Transfers and Seniority Outside Bargaining Unit

No employee shall be transferred to a position outside the bargaining unit without their consent. If an employee is transferred to a position outside the bargaining unit, they shall retain their seniority accumulated up to the date of leaving the unit, but will not accumulate any further seniority. An employee shall have the right to return to their former position in the bargaining unit up to a maximum of sixty (60) days. Their former position shall be filled on a temporary basis up to the maximum sixty (60) day period. Should the incumbent maintain their position outside the bargaining unit past the sixty (60) day period their former position shall be deemed vacant and posted as per Article 13.01. If an employee returns to the bargaining unit within the sixty (60) day period and their former position no longer exists, they shall be placed in a job consistent with their seniority. Such return shall not result in the layoff or bumping of an employee holding greater seniority.

# ARTICLE 13 - LAYOFFS AND RECALLS

## 13.01 Role of Seniority in Layoffs

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

1. The least senior in the classification shall be laid off.
2. If the employee so affected by 1) above, is willing, able and qualified to perform the available work they shall have the right to bump the next least senior employee in the bargaining unit in another classification within five (5) calendar days of receiving notice of layoff.

### 13.02 Recall Procedure

Employees shall be recalled in the order of their seniority provided that the recalled employees are willing, able and qualified to perform the available work. Notice of recall shall be sent by mail to the employee's last known address. The employee must respond in writing to the notice within ten (10) calendar days of receipt of such notice, of their intention to either accept or decline the offer of recall. In the event that they do not respond to the notice, they shall lose all seniority and shall have been considered to have resigned their employment.

### 13.03 No New Employees

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

### 13.04 Advise Union

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

### 13.05 Grievances on Layoffs and Recalls

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

## **ARTICLE 14 - GRIEVANCE PROCEDURE**

14.01 It is the mutual desire of the parties hereto that complaints of employees be addressed as quickly as possible. If a difference arises between the parties to or persons bound by this Agreement as to the interpretation, application, operation, or contravention or alleged contravention of this Agreement or as to whether such a difference may be the subject of arbitration, the parties agree to meet and endeavor to resolve the grievance in the following manner. The Union shall notify the employer in writing of the name of each steward and the name of the Site Vice-President.

### 14.02 Complaint Stage

An employee having a question or complaint shall refer it to their Immediate Supervisor within ten (10) calendar days of the occurrence of the grievance or when the employee(s) reasonably became aware of the occurrence. At this Stage, the employee may be accompanied by a Union Steward. The Supervisor shall reply to the employee and Union, giving the answer to the difference within ten (10) calendar days, in writing, from date of submission.

#### 14.03 Step 1

Failing settlement at the Complaint Stage, the Union and the grievor shall submit a completed written grievance setting out:

- a) the name of the grievor
- b) the nature of the grievance
- c) the remedy or correction the employer is requested to make
- d) the section(s) where the Agreement is alleged to have been violated and to deliver it to the Executive Director within ten (10) calendar days following receipt of the reply from the Supervisor. A grievance hearing will be scheduled within fourteen (14) days of the written grievance being delivered to the Executive Director. The Executive Director shall render their decision in writing to the Union President and the grievor within ten (10) calendar days after the hearing.

#### 14.04 Step 2

Failing settlement at Step 1, a meeting between the Union Representative and the Regional Director of Operations, or designate, will be called within fifteen (15) calendar days following the receipt of the decision at Step 1 to attempt a successful resolution to the alleged grievance.

Failing settlement at Step 2 the grievance may be referred to arbitration by either party to this Agreement within ten (10) calendar days after the decision is received at Step 2.

#### 14.05 Group Grievance

Where a number of employees have similar grievances, they may present a group grievance within the same time limits prescribed for an individual grievance. The Grievor's names must be listed on or attached to the grievance form. Should such grievance be referred to Arbitration the matter shall be adjudicated as a group grievance.

14.06 The subject of a group grievance shall not form the basis of an individual grievance and vice versa. If a group grievance could be filed, then it is agreed that individual grievances will not also be filed.

#### 14.07 Policy Grievance

The Union and the Employer shall have the right to file a grievance based on a difference arising out of the Agreement concerning the interpretation, application, administration or alleged contravention of the Agreement. Time limits in Article 15.01 will apply to a Union grievance and such grievance must be in writing. Such grievance shall commence at Step 1.

14.08 Time limits fixed in complaints, grievance and arbitration procedures may only be extended by mutual written consent of the parties.

## **ARTICLE 15 - ARBITRATION**

- 15.01 The parties to this Agreement acknowledge that any difference which has been properly carried through all steps of the grievance procedure outlined and which has not been settled, will, at the written request of either of the parties, be referred to an Arbitration Board within thirty (30) working days of receipt of the reply of the final step. The parties in writing, may mutually agree to the appointment of a sole Arbitrator. If they cannot agree on the appointment of the sole Arbitrator in fourteen (14) calendar days, the selection of the sole Arbitrator shall be referred to the Minister of Human Resources and Employment. Upon appointment, the sole Arbitrator shall be governed by the provisions of this Agreement dealing with an Arbitration board.
- 15.02 The party referring the difference to arbitration shall notify the other party of its desire to proceed to arbitration and in the notice, the party requesting arbitration shall include the name of its nominee to the Arbitration Board.
- 15.03 Within seven (7) days of receiving this notice, the party receiving the notice shall name its nominee to the Arbitration Board and notify the other party.
- 15.04 Within thirty (30) days of the appointment of the second nominee, the two nominees shall select a Chairman of the Arbitration Board. If such an agreement cannot be reached in that time, the nominees will request the Director of Mediation Services for the Province of Alberta to appoint a Chairperson.
- 15.05 The decision of the majority of the Board is the decision of the Board. Its decision is final and binding on the parties and the persons covered by this Agreement.
- 15.06 The Board's decision shall not alter, amend, add to or change the terms of this Agreement. It does not have jurisdiction to determine any matter other than the difference before it.
- 15.07 If the Arbitration Board determines that an employee has been discharged or otherwise disciplined for cause, the Arbitration Board may substitute some other penalty for the discharge or discipline that the Board deems to be just and reasonable in all the circumstances.
- 15.08 The parties will pay their own expenses including those of their witnesses and the expenses of their respective nominee. The expenses of the Chairperson shall be shared equally by the parties to this Agreement.

## **ARTICLE 16 - DISCIPLINE AND DISCHARGE**

- 16.01 The Employer shall only discipline or discharge for just cause.

- 16.02 Whenever the Employer deems it necessary to censure the employee in a manner indicating that dismissal or discipline may follow any further infraction or may follow if such employee fails to bring their work up to the required work performance by a given date, the employee shall be notified in writing of the specifics of the issues that gave rise to the action and/or penalty with a copy to the Union President.
- 16.03 The Employer shall give a minimum of two (2) weeks notice of termination of employment or shall pay a minimum of two (2) weeks wages in lieu of notice except in cases of dismissal for just cause. If by law longer notice of termination must be given or a greater sum paid in lieu of notice, such longer notice must be provided or greater sum paid.
- 16.04 A claim by an employee that they have been unjustly disciplined or discharged will be treated as a special grievance, commencing at Step 2 of the Grievance Procedure, provided the person submits their written grievance, dated and signed within ten (10) calendar days after the discipline.
- 16.05 It is agreed that the Stewards or the Union representative will be notified on the first business day or as soon as practical of the dismissal of any employee in the bargaining unit.
- 16.06 The Employer will notify the employee of the right to Union representation prior to the imposing of any disciplinary action. A Union Steward shall be present when any disciplinary penalty is imposed.

## **ARTICLE 17 - PAID HOLIDAYS**

### **17.01 Paid Holidays Defined**

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

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

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

### **17.02 Computation of Paid Holiday Pay**

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



17.03 Qualified for Payment

In order to qualify for holiday pay an 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.

17.04 Employees Who Work on a Holiday

Full-time and Regular part-time Employees shall be paid at the rate of one and one-half (1.5) times their applicable hourly rate for all hours worked on paid holidays as set out in Article 17.01. Such employees shall also be entitled to an additional day off with pay within a period of ninety (90) days after the holiday, unless otherwise arranged between the employee and the Employer. In lieu of the provision, the Employer and the employee may agree that the employee will receive an additional day's pay; failing agreement the employer may schedule the lieu day or pay an additional day's pay. The Employer when scheduling the lieu day as provided herein will give prior consideration to the date requested by the employee.

17.05 Holiday Falling on Day Off

If any of the holidays named in Article 17.01 occur on a regular day off or vacation of a regular full-time and regular part-time employee entitled to holiday pay, the employee shall receive an additional day off in lieu thereof within sixty (60) days after the holiday unless otherwise arranged between the employee and the employer; failing agreement the Employer may schedule the lieu day or pay an additional day's pay. The Employer when scheduling the lieu day as provided herein will give prior consideration to the date requested by the employee.

17.06 Nothing in this article shall prevent the employee and the Employer from agreeing to any combination of time and one-half, plus a day off or a day's pay and a day and one-half for regular full-time and regular part-time employees who work on any of the paid holidays set out in Article 17.01.

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

## ARTICLE 18 - SICK LEAVE

18.01 Sick leave is for the sole purpose of protecting full-time and regular part-time employees from loss of income when they are legitimately absent due to illness. The employee's sick leave bank shall increase by one shift of regular hours worked for every 150 hours worked by the employee to a maximum of 225 hours. When an employee is absent due to illness they shall be paid for their absence at their rate of regular pay out of their sick leave bank to the maximum of hours and dollars available. The sick bank may not go into a negative balance.

Effective January 1, 2006 each full-time employee who has been employed for at least 6 months shall be credited with 45 hours in their sick bank. Each regular part-time employee who has been employed at least 6 months shall be credited 24.5 hours into their sick leave bank.

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

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

### 18.03 Termination of Sick Leave

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

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

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

### 18.05 Leave of Absence Due to Illness

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

### 18.06 Sick Leave During Pregnancy

Sick leave shall be granted for the health related portion of an employee's pregnancy or childbirth, such leave shall only be approved following production of a medical certificate advising that there were medical reasons that prevented the employee from doing her duties during the health related period of her absence.

18.07 Notification of Sick Leave Accrual

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

18.08 Casual Employees

Casual employees shall not be entitled to sick leave.

**ARTICLE 19 - LEAVE OF ABSENCE**

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

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

19.03 Leave - Union Business

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

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

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

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

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

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

- a) periods of sick leave paid by the Employer or the Insurance Carrier
- b) leaves of absence with pay
- c) bereavement leave
- d) employer paid jury/witness duty
- e) paid vacations
- f) while on approved Union leave of absence
- g) for the health related portion of pregnancy leave.

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

19.07 An employee returning from any leave of absence will be reinstated within one month following notice of desire to return to work, subject however to seniority. Upon return to work the employee will be placed on the job previously held providing the employee can perform the required work satisfactorily. If the employee would not otherwise have retained his previous job he/she shall, subject to seniority, be placed on the job he/she can satisfactorily perform.

19.08 Bereavement Leave

An employee shall be granted five (5) consecutive days bereavement leave without loss of pay for scheduled working days, in the event of the death of the following relatives.

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

An employee shall be granted three (3) consecutive days bereavement leave without loss of pay for scheduled working days in the event of the death of the following relatives. Grandparents, Mother-in-Law, Father-in-Law, Sister-in-Law, Brother-in-Law, Legal Guardian.

For those employees that must travel out of town to attend the funeral a leave of absence will be granted for an additional two days of unpaid leave.

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

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

#### 19.11 Maternity Leave

- a) A regular full-time, regular part-time, relief and temporary employee who has completed twelve (12) months continuous employment shall, upon her written request at least four (4) weeks in advance, be granted maternity leave to become effective twelve (12) weeks immediately preceding the expected date of delivery or such shorter period as may be requested by the employee, provided that she commences maternity leave not later than the date of delivery.
- b) Maternity leave shall be without pay and benefits. For that portion of maternity leave during which the employee has a valid health-related reason for being absent from work the employee is eligible for sick leave or EI Sick Benefits. Maternity leave shall be without loss of seniority. The total period of maternity leave shall not exceed twelve (12) months unless mutually agreed between the employer and the employee.
- c) A regular full-time and regular part-time employee on maternity leave shall provide the Employer with two (2) weeks written notice of readiness to return to work at which time the Employer will reinstate the regular employee in the same classification held by her immediately prior to taking maternity leave and at the same basic rate of pay.

#### 19.12 Adoption Leave

A regular full-time, regular part-time, relief or temporary employee who has completed twelve (12) months continuous employment, shall, upon written request, be granted leave without pay for up to twelve (12) months as necessary for the purpose of adopting a child. Upon two (2) weeks written notice of intent to return to work, the regular full-time and regular part-time employee shall be re-engaged in the same classification held immediately prior to taking adoption leave and at the same rate of pay.

#### 19.13 Court Appearance

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

19.14 Compassionate Care Leave

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

**ARTICLE 20 - VACATIONS**

20.01 a) Length of Vacation

All employees shall receive an annual vacation with pay in accordance with his/her years of service (anniversary) date as follows:

Regular Full-Time - Regular Part-time

<b>Length of Service</b>	<b>Vacation Entitlement</b>	
less than 1 year	1 day/month - max. 10	
1 year or more	2 calendar weeks	4%
3 years or more	3 calendar weeks	6%
8 years or more	4 calendar weeks	8%

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

20.03 Compensation for Holidays Falling Within Vacation Scheduling

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

20.04 Vacation Pay

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

- 20.05 An employee shall be permitted to use annual vacation at any time throughout the calendar year with the exception of the period December 20 - January 3 of any given year subject to staffing requirements. Seniority shall determine the preference. Employees requesting vacation time during the Christmas and New Years' period will be granted vacation time on the basis of a rotating schedule from year to year based on the unit that the employee is scheduled to work in. Such request should be in writing. Not more than one employee will be granted such vacation request per unit.
- 20.06 All annual vacation requests shall be received by the administration prior to the 1<sup>st</sup> of April of any calendar year, at which time a preliminary schedule shall be posted by April 15<sup>th</sup>. Changes to this schedule shall not be unreasonably withheld on written application to the administration fourteen (14) days prior to the posting of the schedules.
- 20.07 A vacation list shall be made available to the staff as early as is practical in the New Year, stating vacation hours taken in the previous twelve (12) months, and vacation days entitlement available for the current year.

20.08 Unbroken Vacation Period

An employee shall be entitled to receive his vacation in an unbroken period unless otherwise mutually agreed between the employee and the employer.

20.09 Part-time and Relief Employees

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

## **ARTICLE 21 - PAYMENT OF WAGES AND ALLOWANCES**

21.01 Pay Days

The Employer shall pay salaries and wages bi-weekly for hours worked in accordance with the hourly wages set forth in Schedule "A" attached hereto and forming part of this Agreement. On each pay day by 3:00 p.m. each employee shall be provided with an itemized statement of her wages, overtime and other supplementary pay and deductions.

- 21.02 A job classification will not be changed for the purpose of evading payment of the minimum rate set out in Schedule "A". If the Employer establishes a new classification within the bargaining unit it shall be discussed with the Union in advance and shall be subject to negotiations to determine the rate of pay.

- 21.03 a) When the Employer requires an employee to substitute on a higher classified job covered by this Agreement, they shall be paid, in addition to their regular salary, an amount equal to the difference between the job rate of their position and the job rate for the new position for the period worked.
- b) Where an employee agrees to substitute on another job outside this Agreement, the employee will receive, in addition to his regular salary, an amount commensurate with the additional responsibilities but not higher than the rate for such classification.

## **ARTICLE 22 - EMPLOYEE BENEFITS**

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

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

## **ARTICLE 23 - SAFETY**

### 23.01 Co-Operation on Safety

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

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

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



## **ARTICLE 24 - PROBATIONARY PERIOD AND ORIENTATION**

24.01 A newly hired full time and part-time employee must successfully complete a probationary period of four hundred and eighty eight (488) hours worked. On or before the expiry date of the initial probationary period, the Employer will confirm to the employee the decision to:

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

Provided, however, that each full day of absence from scheduled work for any reason will extend the probation by one full day. If a probationary employee is transferred to another classification, they may be required to complete a new probationary period commencing on the date of transfer and the Union shall be advised. In no event will the employee's total probationary period exceed nine hundred and seventy six (976) hours worked. Employees shall be kept advised of their progress during the probationary period.

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

24.03 The Employer shall provide a paid orientation for all new employees and when the employee changes areas within a department or changes departments.

## **ARTICLE 25 - PERSONNEL FILES**

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

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

## **ARTICLE 26 - COPIES OF COLLECTIVE AGREEMENT**

26.01 Copies of the Agreement

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

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

**ARTICLE 27 - SHIFT PREMIUMS**

**27.01 Night Shift Monday to Friday**

In addition to their regular rate of pay all employees shall be paid a premium of \$1.00 per hour for all hours worked on the night shift on Monday to Friday.

**Afternoon Shift Monday to Friday**

In addition to their regular rate of pay all employees shall be paid a premium of \$0.75 per hour for all hours worked on the afternoon shift on Monday to Friday.

**Saturday and Sunday Shift**

In addition to their regular rate of pay all employees shall be paid a premium of \$1.25 per hour for all hours worked on Saturdays and Sundays.

SIGNED this 12 day of June, 2012 in Calgary, Alberta.

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

ON BEHALF OF  
REVERA RETIREMENT LP operating The  
Chateau Renoir Retirement Residence



cope #491

**SCHEDULE "A"**

**CUPE ~ CHATEAU RENOIR RETIREMENT RESIDENCE  
WAGE SCHEDULE**

	May 1/11	May 1/12 2.75%	May 1/13 2.75%
Receptionist	\$12.98	\$13.34	\$13.70
Senior Receptionist	\$14.30	\$14.69	\$15.10
Housekeeping, Laundry, Dietary/Dishwasher, Janitor	\$12.98	\$13.34	\$13.70
Cook	\$19.76	\$20.30	\$20.86
Recreation Aide	\$17.43	\$17.91	\$18.40
Bus Driver	\$16.26	\$16.71	\$17.17
Student (under 18)	\$12.03	\$12.36	\$12.70

cope #491

## **SCHEDULE "B"**

### **BENEFITS HIGHLIGHTS CHATEAU RENOIR RETIREMENT RESIDENCE HOURLY EMPLOYEES**

#### **ELIGIBILITY**

- Permanent full time and permanent part time employees (regularly scheduled to work at least 45 hours bi-weekly) are eligible for benefits after 488 hours of employment.
- You must complete an enrollment form to elect your benefits, no later than 31 days after becoming eligible. Otherwise you will be considered a late applicant and must provide satisfactory evidence of good health before you will be covered and some benefit limitations may also apply.

#### **LIFE INSURANCE**

- You are covered for \$10,000.
- Your life insurance ceases at the earlier of termination of employment, retirement or age 65.

#### **EXTENDED HEALTH CARE PLAN**

- Expenses incurred in Canada will be unlimited dollars per person.
- Expenses incurred outside Canada will be limited to \$20,000 per person per year.
- No deductible will apply to Hospital or Out of Country emergency expenses.
- A deductible of \$15 per person or \$15 per family will apply to all other eligible expenses.
- 100% reimbursement for Out of Country emergency expenses.
- 80% reimbursement after the deductible, for all other eligible expenses.
- The following eligible expenses are included (for more detail, refer to the benefit booklet):
  - Drugs that legally require a prescription. A pay direct drug card will be included. The dispensing fee is capped at \$7.50 per prescription. Eligible drugs are limited to least expensive generic available.
  - Services of a clinical psychologist up to \$20 per visit, to a maximum of \$100 per year.
  - Services of a naturopath up to \$4 per visit, to a maximum of \$100 per year.
  - Private duty nursing, when medically required, to a maximum of \$100 per person or \$100 per family per year.
  - Out of country emergency expenses.
- This benefit ceases at the earlier of termination of employment or retirement.

#### **DENTAL**

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

#### **COST SHARING**

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

Changes to benefits are effective the date of ratification.

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