



Collective Agreement

Between

**The Brenda Strafford Foundation Ltd.
(Wentworth Manor)**

and

**Alberta Union of Provincial Employees
Local 048 Chapter 044**

Expires: December 30, 2022

Table of Contents

Preamble and Purpose	1
Article 1 – Term of Collective Agreement	2
Article 2 – Union-Management Committee.....	3
Article 3 – Management Rights LIMITED	3
Article 4 – No Discrimination / Harassment / Bullying / Violence.....	4
Article 5 – Union Recognition, Union Membership, and Payment of Dues.....	6
Article 6 – Definitions and Application of the Collective Agreement.....	8
Article 7 – Probationary Period	10
Article 8 – In-Service Education Programs, Professional Development and Orientation	11
Article 9 – Hours of Work.....	13
Article 10 – Overtime	16
Article 11 – Sick Time	16
Article 12 – Named Holidays.....	18
Article 13 - Wages.....	19
Article 14 – Annual Vacations.....	23
Article 15 – Seniority	25
Article 16 – Promotions, Transfers, and Vacancies.....	26
Article 17 – Layoff and Recall	27
Article 18 – Leaves of Absence - General	29
Article 19 – Personnel Files	32
Article 20 – Union Stewards	32
Article 21 – Termination	33
Article 22 – Benefits	33
Article 23 – Shift and Weekend Differential	33
Article 24 – Status Change	34
Article 25 – General	35
Article 26 – Discipline, Dismissal, and Resignation.....	35
Article 27 – Grievance Procedure.....	36
Article 28 – Time Off For Union Business	38
Article 29 – Dress Code, Uniforms and Protective Apparel	40
Article 30 – RRSP Contributions.....	40

Article 31 – Professional / Registration Fees	41
Article 32 – Flexible Spending Account.....	41
Article 33 – Occupational Health and Safety.....	42
Article 34 – Copies of the Collective Agreement.....	43
Article 35 – Employment Insurance Premium Reductions	43
Schedule “A” – Salary Scale	44
Schedule “B” – Employee Benefits.....	45
Letter of Understanding #1 – Alternative Line Selection Process	46
Letter of Understanding #2 – Leaves of Absence Under Employment Standards Code.....	48
Letter of Understanding #3 – Attendance Incentive to Sick Leave Conversion	50
Letter of Understanding #4 – Premium Pay Wage Grid Increase	51

THIS COLLECTIVE AGREEMENT entered into this ___ day of _____ 2020

BETWEEN:

The Brenda Strafford Foundation Ltd.
(hereinafter called the "Employer")
Party of the First Part

- and -

ALBERTA UNION OF PROVINCIAL EMPLOYEES
(hereinafter called the "Union")
Party of the Second Part

PREAMBLE AND PURPOSE

WHEREAS: The Employer and the Union desire to establish and maintain conditions which will promote a harmonious relationship between the Employer and the Employees covered by the terms of this Collective Agreement and desire to provide methods of fair and amicable adjustment of disputes which may arise between them.

THIS COLLECTIVE AGREEMENT shall be interpreted and applied in accordance with the laws of the Province of Alberta.

THE EMPLOYER RECOGNIZES the Union as the sole and exclusive agency for the purposes of the collective bargaining for employees when employed by the Employer, the Brenda Strafford Foundation Ltd. as set forth in Certificate No. 31-2018 issued by the Alberta Labour Relations Board (described as all employees at Wentworth Manor when employed in auxiliary nursing care).

ARTICLE 1 – TERM OF COLLECTIVE AGREEMENT

- 1.01 Except where otherwise stated in this Collective Agreement, this Collective Agreement shall be in force and effect from and after the date upon which the Union and the Employer exchange notice of ratification by their respective principles of the terms of this Collective Agreement up to and including December 30, 2022, and from year to year thereafter unless notice, in writing, is given by either Party to the other Party not less than sixty (60) calendar days nor more than one hundred and twenty (120) calendar days prior to the expiration of its desire to amend this Collective Agreement.
- 1.02 Where notice is served by either Party to commence collective bargaining, this Collective Agreement shall continue in full force and effect until the new Collective Agreement has been ratified by both Parties or until the requirements of the Alberta *Labour Relations Code* have been met.
- 1.03 The Parties hereto acknowledge that this Collective Agreement constitutes a valid and accurate representation of the terms and conditions of employment as agreed upon and that further such Collective Agreements may be varied in writing at any time upon mutual agreement between the Parties.
- 1.04 Any notice required hereunder to be given shall be deemed to have been sufficiently served if personally delivered or mailed in a prepaid registered envelope, or by receipted courier, or by facsimile addressed in the case of the Employer to:

The Brenda Stafford Foundation
Administrator
5717 - 14th Avenue SW
Calgary, Alberta T3H 3M2
FACSIMILE # - 403-242-5503

and in the case of the Union to:

The President
Alberta Union of Provincial Employees
10451 – 170 Street, NW
Edmonton AB, T6K 4B2
FACSIMILE # - 780-930-3312

- 1.05 (a) In the event any provision of this Collective Agreement is in conflict with any present or future statute of the Province of Alberta applicable to the Employer, the section so affected shall be altered or amended forthwith in a manner agreeable to both parties so as to incorporate required changes. Such action shall not affect any other provisions of this Collective Agreement.
- (b) Any changes deemed necessary in the Collective Agreement shall be made by mutual agreement at any time during the existence of this Collective Agreement. Such changes shall be in writing and duly signed by authorized agents of the parties.

- 1.06 In the event that there is a conflict between the contents of this agreement and any policy, standard, rule or order made by the Employer, or on behalf of the Employer, this agreement shall take precedence over the said policy, standard, rule or order.

ARTICLE 2 – UNION-MANAGEMENT COMMITTEE

- 2.01 The Parties recognize the benefits, which can be derived from a Union Management Committee. A Union/Management Committee shall be established to deal with matters of mutual concern and will meet for up to three (3) hours, once every calendar year quarter, at the regularly scheduled appointed time. It is recognized that the purpose of the Committee is to promote joint problem solving and will adopt Terms of Reference, which will be reviewed annually to maintain relevancy.
- 2.02 The desired functions of the Union Management Committee are to examine, make recommendations and solve problems regarding the concerns of the Employees relative to professional responsibility, resident care, staffing, workload and other matters related to employment.
- 2.03 The Committee shall be comprised of representatives of the Chapter and the Employer with a maximum of three (3) Employer representatives and three (3) Union Members. It is understood that the Employees who represent the Chapter on the Committee will be employed at the facility.
- 2.04 The Committee will be chaired on a rotational basis by a union member and an Employer representative who will have the responsibility to prepare and circulate a tentative agenda prior to the meeting. Minutes of each meeting will be kept by the Chair and, once approved by both Parties, they will be posted on the Union bulletin board.
- 2.05 Committee members shall not suffer any loss of pay for time spent at such Union/Management Committee meeting. Every reasonable effort will be made to schedule meetings during the regularly schedule shifts of the Committee members.
- 2.06 All correspondence between the Parties will flow between the designated Membership Services Officer (MSO) and the Human Resources department.

ARTICLE 3 – MANAGEMENT RIGHTS LIMITED

- 3.01 The Employer retains all rights not otherwise abrogated or restricted by this Collective Agreement.

- 3.02 Without limiting the generality of the foregoing, the Union acknowledges that it shall be the 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, regulations, directives, policies, procedures, and to apply conditions of employment which shall become effective when posted which are not in conflict with any provision of this Collective Agreement. The Employer shall also have the sole, absolute and exclusive right to impose appropriate discipline for the violation of these rules, regulations, directives, policies, procedures and conditions of employment;
 - (b) direct the work force and to create new classifications and work units and to determine the number of Employees, if any, needed from time to time in any work unit or classification and to determine whether or not a position, work unit or classification will be continued or declared redundant;
 - (c) hire, promote, transfer or lay-off and recall Employees;
 - (d) demote, discipline, suspend or discharge an Employee for just cause; and
 - (e) determine and establish standards and procedures for the care, welfare, safety and security of the residents of Wentworth Manor.

ARTICLE 4 – NO DISCRIMINATION / HARASSMENT / BULLYING / VIOLENCE

- 4.01 The Employer and Union agree to abide by the *Alberta Human Rights Act* as amended. It is agreed there shall be no discrimination, restriction or coercion exercised or practiced on the part of the Employer or the Union with respect of any Employee by reason of age, race, colour, religious beliefs, gender, gender identity, gender expression, sexual orientation, physical disability, mental disability, ancestry, place of origin, source of income, family status, marital status or any other prohibited grounds provided in the *Alberta Human Rights Act*;
- Nor by reason of membership or non-membership or activity in the Union and nor in respect of an Employee or Employer's exercising any right conferred under this agreement or any law of Canada or the province of Alberta.
- For the purposes of this Article, the Parties agree that the defenses and definitions of the aforementioned *Act* are applicable.
- 4.02 The onus is on the Employer to demonstrate a bona fide occupational requirement, subject to the duty to accommodate to the point of undue hardship.

WORKPLACE FREE FROM DISCRIMINATION AND HARASSMENT

- 4.03
- (a) The Union and the Employer recognize the right of the Employees to work in an environment free from harassment, abuse and discrimination, and support a policy of zero tolerance for violence in the workplace. The Employer shall have a Harassment Policy available to all Employees. Should the Employer change, modify or remove the policy, the Union will be notified forthwith.
 - (b) When an incident of workplace harassment or discrimination is alleged, it shall be investigated in accordance with the Employer policy in an objective, timely and sensitive manner.
 - (c) The Manager, in consultation with the Human Resource representative, shall ensure that the complainant and respondent are informed of the outcome of the harassment or discrimination investigation.
 - (d) There shall be no unwelcome physical or verbal conduct by either party that demeans, belittles, intimidates, causes harm, personal humiliation or embarrassment.
 - (e) The employees shall acknowledge receipt of the organization's Respectful Workplace policy.
 - (f) Normal disciplinary measures and the appropriate management of work shall not constitute harassment.

WORKING ALONE

- 4.04
- The Union and Employer recognize the right of Employees to work in a safe and secure environment and support a policy of addressing 'working alone' in the workplace. The Employer shall have a Safe Working Alone Policy available to all Employees. Should the Employer modify or remove the policy, the Union will be notified forthwith.

DIVERSITY RECOGNITION

- 4.05
- The Union and the Employer recognize the diversity of the workplace and the multi-cultural and linguistic composition of the workforce. Employees shall only speak the English language in the workplace while working on Employer paid time or as otherwise required for the care of resident.

While on rest and meal breaks and other unpaid time, the Employee(s) may speak any language in the staff room or outside the building.

PRIVACY

- 4.06
- The Employer shall have a Privacy Policy available to all Employees. Should the Employer modify or remove the policy, the Union will be notified forthwith.

ARTICLE 5 – UNION RECOGNITION, UNION MEMBERSHIP, AND PAYMENT OF DUES

5.01 The Employer acknowledges that the Union has exclusive authority to bargain collectively on behalf of the Employees in the unit for which it is certified and to bind them by a Collective Agreement.

5.02 The Employer will, as a condition of employment, deduct from the Basic Salary of each Employee covered by this Collective Agreement dues as determined by the Union.

The Union acknowledges that the deduction of amounts equal to the dues does not constitute membership in the Union and membership in the Union shall continue to be voluntary.

5.03 Deductions of the dues for all Employees shall commence with the first pay period of employment.

Consistent with the payroll system of the Employer, the Union will advise the Employer of the amount of its membership dues. An amount equal to said membership dues will be deducted from each Employee at the prescribed rate and remitted to the Union not later than the twenty-eighth (28th) day of the month following.

The remittance shall be accompanied by a list specifying the following:

- (a) the Employee's name;
- (b) mailing address;
- (c) classification;
- (d) employee status (Regular Full-time, Regular Part-time, Temporary, or Casual);
- (e) basic rate of pay;
- (f) the amount of deduction for each Employee;
- (g) the Employee's regular pay;
- (h) personal phone number and electronic mail address;
- (i) employee number;
- (j) starting date;
- (k) a separate listing of employees absent for more than six (6) months;
- (l) a separate listing of all Casual Employees including the name of the Employee, total hours worked and date of hire.

Such lists shall indicate newly hired Employees and terminated Employees.

5.04 The dues structure of the Union shall be on a percentage basis and the Union shall give not less than thirty (30) days notice of any change in the rate at which dues are to be deducted. Any change in the amount of the deductions shall be implemented by the Employer at the next possible pay period following expiry of the notice period.

Where an accounting adjustment is necessary to correct an over or under payment of dues, it shall be achieved in the succeeding month.

5.05 The Employer shall indicate the dues deducted and enter the amount on the T-4 slip supplied to the Employee.

- 5.06 No Employee shall be required or permitted to make any written or verbal agreement, which may be in conflict with this agreement.
- 5.07 This agreement will not apply to persons who are agreed between the parties to be excluded from the bargaining unit, or who have been determined by the Labour Relations Board to be excluded under the provisions of the *Labour Relations Code*.
- 5.08
- (a) Persons whose jobs are not in the bargaining unit shall not perform bargaining unit work, except for purposes of instruction, in an emergency and provided that the act of performing the aforementioned work does not displace any bargaining unit employee or reduce the hours of work or pay of any Employee.
 - (b) An emergency is defined as any unexpected situation that arises that prohibits the Employer from providing the normal standard of service or endangers the well-being of the residents.
- 5.09
- (a) For the purposes of this Collective Agreement, the Union will be represented by its properly appointed officers. The Union shall provide the Employer with a current list of the officers' names.
 - (b) The Employer shall grant Union Representatives access to its premises for Union business subject to the approval of the Administrator or their designate.
 - (c) Union membership meetings may be held on Employer premises subject to the approval of the Employer.
 - (d) While acknowledging the responsibility for safety in the workplace, the Employee shall have the right to wear or display the recognized insignia of the Union, however, no such insignia larger than a lapel pin or button shall be worn while on duty. No Union insignia shall be displayed on the Employer's equipment or sites.
- 5.10 Where the Employer determines it is necessary to transfer, assign, contract, sub-contract or outsource any work, function(s), duties, responsibilities performed by Employee(s), the Employer shall notify the Union with as much notice as possible but in any event, not less than ninety (90) days in advance of such change and the Employer shall meet, discuss and consult with the Union prior to such change to discuss options and mitigate the effects upon Employee(s). The Employer shall consider any and all reasonable measures regarding the interests of affected Employee(s).
- 5.11 This collective agreement shall not apply to students employed by the Employer through a work practicum, work placement, cooperative experience program or special federal or provincial funded program(s). Students shall not displace Regular, Temporary or Casual Employees and the employment of students shall not result in the position abolishment or layoff of any Employee.

- 5.12 It shall be the responsibility of the Employee to keep the Employer informed of their current address, in case it is necessary to notify the Employer of any matter under this Agreement. Notices may be given personally or by registered mail addressed to the Employee at their last known address shown on the payroll system. Such notice shall be deemed to have been given on the date the notice was hand delivered or registered with the Postal Authorities or by electronic mail.

ARTICLE 6 – DEFINITIONS AND APPLICATION OF THE COLLECTIVE AGREEMENT

- 6.01 Employee shall mean a person covered by this Collective Agreement and employed by the Employer. At the time of hire the employment status of each Employee will be determined in accordance with the following:
- (a) A "Regular Employee" is one who is hired to work on a Full-time or Part-time basis on a regularly scheduled shift of a continuing nature:
 - (i) a "Full-time Employee" is one who is hired to work regularly scheduled shifts, whose hours of work are the full hours specified in Article 8 - Hours of Work of this Collective Agreement;
 - (ii) a "Part-time Employee" is one who is hired to work regularly scheduled shifts, whose hours of work are less than those specified in Article 8 - Hours of Work of this Collective Agreement.
 - (b) "Casual Employee" is one who:
 - (i) is hired to work on a call-in basis and is not regularly scheduled; or
 - (ii) is hired to work on a scheduled basis for a period of three (3) months or less to relieve for an approved leave of absences; and,
 - (iii) does not accumulate seniority and is not entitled to any benefits except those required by the *Employment Standards Code* or specified in other Articles of the Collective Agreement.
 - (c) A "Temporary Employee" is one who is hired to work on a temporary basis for a Full-time or Part-time position for:
 - (i) a specific job of more than three (3) months but less than twelve (12) months duration; or
 - (ii) replacement of a Full or Part-time Employee who is on an approved Leave of Absence for a period of more than three (3) months but less than eighteen (18) months duration; or
 - (iii) replacement of a Full or Part-time Employee who is on leave due to illness or injury, where the Employee has indicated that the duration of such leave will be in excess of three (3) months but less than eighteen (18) months duration.

A Temporary Employee does not accumulate seniority.

A Temporary Employee shall be eligible to apply for any vacancies posted during the term of the temporary assignment.
 - (d) Alteration of employment status thereafter will be regulated by the terms of this Collective Agreement.

- 6.02 "Vacation" shall mean annual vacation with pay.
- 6.03 "Vacation Year" shall mean the twelve (12) month period commencing on the first (1st) day of April in each calendar year and concluding on the thirty-first (31st) day of March of the following calendar year.
- 6.04 "Shift" shall mean a daily schedule of hours of work exclusive of overtime hours.
- 6.05 "Basic Rate of Pay" shall mean the applicable step in the Employee's classification as set out in the Wage Grid, exclusive of any premium payments or allowances.
- 6.06 "Employer" shall mean the Brenda Strafford Foundation operating as Wentworth Manor in Calgary providing continuing care programs.
- 6.07 "Continuous Service" shall mean the period of employment commencing on the latest date of employment for an Employee within the bargaining unit that is not interrupted by termination or dismissal.
- 6.08 "Bargaining unit" shall mean the unit of Employees as described on the Labour Relations Board Certificate.
- 6.09 "Local" means a Local of AUPE.
- 6.10 "*Code*" means the *Labour Relations Code*, as amended from time-to-time.
- 6.11 "Status" shall mean Regular Full-time, Regular Part-time, Temporary or Casual.
- 6.12 "Position" means the status, classification and the full- time equivalency (FTE).
- 6.13 "Classification" means a group of positions having sufficient common characteristics that they are assigned a common title and compensation treatment.
- 6.14 "FTE" is full-time equivalent and means the ratio of the scheduled hours for the position averaged over the shift cycle held by the Employee to the normal Full-time bi-weekly hours defined at Article 9 - Hours of Work in the Agreement.
- 6.15 "Union" shall mean the Alberta Union of Provincial Employees (AUPE). In the event of a change of name of the aforementioned Union, the subsequent name shall be recognized.
- 6.16 "Union Representative" means a representative from the Union authorized by the Union to act on behalf of an Employee.
- 6.17 "Union Steward" shall mean the official representative of the Union on the worksite and shall be elected or appointed from the Employees covered under this Collective Agreement.
- 6.18 For the purpose of applying the terms of this Collective Agreement, time worked, shall be deemed to have been worked on the day on which the majority of hours of the shift fall.

- 6.19 The words "bi-weekly" shall mean the two calendar weeks constituting a pay period. A pay period commences on Sunday and ends on Saturday.
- 6.20 Gender, gender identity and gender expression shall mean and include the masculine, the feminine or both or neither and similarly, the singular shall include the plural and vice-versa, as applicable.
- 6.21 (a) "Licensed Practical Nurse" (LPN) means a person who is registered as a licensed practical nurse and who holds a current practice permit pursuant to the Health Professions Act and Regulations.
- (b) "Health Care Aide" (HCA) is an Employee who has successfully completed and holds a recognized certificate as a Health Care Aide. Only Employees holding a recognized certification as a Health Care Aide shall be employed as a Health Care Aide.
- 6.22 Shift schedule is the regularly consecutive hours of scheduled work for each employee which occur in any twenty-four hour period.
- 6.23 Master rotation is the master work- schedule of off-duty and on-duty shifts which rotates a consistent pattern of shifts that repeats itself.

ARTICLE 7 – PROBATIONARY PERIOD

- 7.01 A newly hired Employee shall serve a probationary period of five hundred and three point seven-five (503.75) hours worked, exclusive of overtime hours worked, or three (3) calendar months, whichever occurs first, following the commencement of each period of continuous service.
- The probationary period may be extended for a period up to an additional five hundred and three point seven-five (503.75) hours worked, exclusive of overtime hours worked.
- 7.02 During the probationary period the Employer will meet with the new Employee to review their progress to date, including any areas that may require improvement. If the probationary Employee believes the review is unfair, the Employee may request and shall be granted a further meeting with the Employer.
- 7.03 On or before the expiry date of a new Employee's probationary period the Employer will notify the Employee in writing that:
- (a) The Employee will receive a permanent position; or
- (b) The Employee will be terminated and the termination shall not be the subject to the grievance procedure.

- 7.04 During the probationary period, the Employee may be terminated for any reason, without just cause and without termination notice or pay in lieu thereof (except as may be required by the provisions of the *Alberta Employment Standards Code*). The Employer shall provide a reason for the termination to the Employee. The Employee shall not have recourse to the Grievance Procedure set out in this Collective Agreement with respect to termination.
- 7.05 During the Probationary Period, an Employee shall accrue sick leave and vacation entitlement benefits but shall not be entitled to use such benefits until the successful conclusion of the probationary period.

ARTICLE 8 – IN-SERVICE EDUCATION PROGRAMS, PROFESSIONAL DEVELOPMENT AND ORIENTATION

- 8.01 The Parties to this Collective Agreement recognize the value of continuing in-service education for Employees in those classifications covered by this Collective Agreement, and that the responsibility for such continuing in-service education lies not only with the Employee but also with the Employer.

For purposes of this Collective Agreement, “In-Service Education” includes the following: on-unit orientation; the acquisition and maintenance of essential skills; and, other programs, which may or may not be offered by the Employer.

- 8.02 The Employer reserves the right to identify specific in-service sessions as being compulsory for Employees. Compulsory in-service education programs shall be attended while the Employee is on duty and the Employee shall be paid for such sessions at their regular rate of pay for the full session.

The following in-service education sessions shall be compulsory and provided to the Employee on an annual basis:

- (a) emergency preparedness, pandemic preparedness and service continuity;
- (b) occupational health and safety including safe lifts and transfers;
- (c) Workplace Hazardous Materials Information System (WHMIS);
- (d) Person Centered Care;
- (e) choking prevention and response;
- (f) prevention, recognition and management of Responsive Behaviours; and
- (g) infection prevention and control practices.

In addition, education sessions on nutrition and hydration assistance are provided every two (2) years and cardiopulmonary resuscitation (CPR) is provided to Licensed Practical Nurses every two (2) years.

- 8.03 The Employer shall have the right to make available other in-service education programs as deemed appropriate for the purposes of maintaining proficiency.
- 8.04 Employees who, with prior approval of their Supervisor, attend in-service programs which are not identified as compulsory by the Employer, shall suffer no loss of regular earnings for attending such programs.

- 8.05 The Employer shall provide Regular Full-time and Regular Part-time Employees with a paid day off, on annual basis, to attend an education program that the Employee and the Employer agree is mutually beneficial. The Employee shall submit their request to attend such education programs two (2) weeks in advance of the program. The request shall be submitted in writing. The Employee shall be paid at their regular rate of pay and for the regular number of hours for which they are scheduled to work for one (1) day.
- 8.06 **COMPUTER BASED EDUCATION**
The Employer may provide in-service education programs through computer- based modules. Employees are required to attend any such programs, during paid work time, and shall be paid their regular rate of pay for attendance. The Employer shall insure computer - based spaces are available.
- ORIENTATION**
- 8.07 The Employer shall provide a paid orientation for all Employees, including:
- (a) orientation for shift pattern(s) (days, and / or evenings, and/or nights) that the Employer assigns the Employee to work; and
 - (b) specific unit assignment orientation (like dementia) for regular employees; and
 - (c) Medication Administration orientation as required; and
 - (d) the Employee's first (1st) three (3) shifts of resident care "on the floor" shall be under the guidance of a mentor; and
 - (e) during the orientation period new employees shall be above the normal staff complement.
- 8.08 Additional orientation requested by an Employee will not be unreasonably denied.
- 8.09 An Employee, absent for six (6) months or transferred to a new program, shall be provided with appropriate re-orientation, the form and duration of which shall be determined in consultation between the Employee and the immediate supervisor.
- 8.10 A representative of the Union or designate shall make a presentation of up to thirty (30) minutes during the paid orientation of new Employees. Attendance at the presentation shall be compulsory.

ARTICLE 9 - HOURS OF WORK

9.01 Work Schedule for Employees, including Casual and Temporary, working a regular workday:

- (a) (i) maximum daily hours of work - seven and one-half (7 1/2) hours for all occupational classifications except Licensed Practical Nurse;
- (a) (ii) maximum daily hours of work for Licensed Practical Nurse shall be seven and three-quarters (7 3/4) hours.

- (b) "Shift Cycle" means the period of time when the shift schedule repeats itself. In those instances where the schedule does not repeat itself, the term "Shift Cycle" shall be understood to mean a period of time not exceeding twelve (12) weeks.

- (c) Maximum days of work before scheduled days of rest - six (6) calendar days;

- (d) Averaged hours per week over one (1) complete cycle of the shift schedule shall be:
 - (i) for all occupational classifications, except Licensed Practical Nurse thirty-seven and one half (37 1/2) hours;
 - (ii) for Licensed Practical Nurse thirty-eight and three quarters (38 3/4) hours.

- (e) minimum consecutive days of rest - one (1) calendar day per week;

- (f) At least twelve (12) hours off-duty between shifts;
Or between twelve (12) hours but not less than eight (8) hours if mutually agreed by the Employee and the Employer;

- (g) The master rotation and work schedules will cover a defined period of not greater than four (4) weeks or six (6) weeks as applicable by classification.

- (h) Should the Employer determine the need to change the length, times or FTEs of the master rotation, the Employer shall provide twelve (12) weeks notice to the Union. The Parties shall meet and discuss the changes proposed by the Employer within fourteen (14) days of the notice. The new master rotation shall be posted during this twelve weeks. The new master rotation line selection will also occur, on the basis of seniority, during this same twelve (12) weeks.

9.02 Employees, including Casual and Temporary, shall be allowed:

- (a) one (1) paid fifteen (15) minute rest period for each shift of four (4) hours.
- (b) two (2) paid fifteen (15) minute or one (1) paid thirty (30) minute rest period for each shift of seven and one-half (7.5) hours or more;
- (c) one (1) unpaid thirty (30) minute meal break for each shift in excess of five (5) hours.

9.03 Notwithstanding that the meal break is to be excluded in the calculation of regular hours of work, if the Employer requires an Employee to be readily available for duty during their meal period, the Employee shall be so advised in advance and be paid for that meal period at their Basic Rate of Pay.

If an Employee is recalled to duty or if the Employer requires an Employee to work during their meal period or rest period the Employee shall be given a full meal period or rest period later in their shift, or, where that is not possible, be paid for the meal period or rest period as follows:

- (i) for a rest period, at one and one half (1 1/2X) times their Basic Rate of Pay; or
- (ii) for a meal period for which the Employee is entitled to be paid at (1 1/2X) times their Basic Rate of Pay.

SHIFT SCHEDULES

9.04 The Employer shall post the shift schedule no later than the 20th of the month preceding the effective date of the schedule.

- (a) Unless mutually agreed otherwise, Employees shall receive two (2) weekends off in a four (4) week shift cycle.
- (b) "Weekend" shall mean a Saturday and the following Sunday, assuring a minimum of fifty-five point seventy-five (55.75) hours off duty.
- (c) Certified Therapy Aides and Employees in the Adult Day Program (ADP) work Monday to Friday and do not work weekends.
- (d) Employees shall be aware that, in the course of their regular duties, they may be required to work on various shifts throughout the twenty-four (24) hour period of the day and the seven (7) days of the week.
- (e) The first (1st) shift of the working day shall be the one wherein the majority of the hours worked fall between twenty-three hundred (2300) hours and zero seven hundred (0700) hours.
- (f) When an Employee reports for work as scheduled and is directed by the Employer to leave or return to work for a later shift, the Employee shall be compensated for the inconvenience by a payment equivalent to three (3) hours pay at their basic rate of pay.
- (g) A regular Employee shall not be scheduled to work more than two (2) different shifts between scheduled days off except as may be mutually agreed between the Employer and the Employee.

ADDITIONAL SHIFTS

9.05 Regular Part-time and Casual Employees shall have access to work additional shifts (open shifts) that become available due to illness or other causes.

The Employer shall establish an "Availability Calendar" to which Regular Part-time and Casual Employees may submit their names. The blank "Availability Calendar" will be readily available from the Scheduler.

- 9.06 Casual Employees may work seven (7) days before a scheduled day of rest provided that their bi-weekly hours do not exceed seventy-five (75) in a pay period.
- 9.07 The Employer shall offer and schedule replacement staff on a fair and equitable basis, for vacancies due to illness or other causes, to:
- (a) firstly from the Regular Part-time Employees Availability Calendar on the basis of seniority; and
 - (b) then secondly from the Casual Employees Availability Calendar on the basis of total hours worked.
- The Employer may then fill such vacancies from external employment agencies.
- 9.08 Once a schedule has been posted, no changes shall be made to the schedule by either the Employer or the Employee except by mutual agreement or in accordance with the shift exchange.
- When the Employer requires a change in the scheduled days of work or scheduled days of rest with less than fourteen (14) calendar day notice, the Employee shall be paid at one and one half (1.5x) times for all hours worked on the first shift of the changed schedule.
- When the Employer requires a change in the shift schedule with less than fourteen (14) calendar days notice, the Employee shall be paid at one and one half (1.5x) times for all hours worked on the first shift.
- SHIFT EXCHANGE**
- 9.09 In the event that an Employee wishes to trade shifts with another Employee, the Employee seeking to trade a shift, will submit their request to the Unit Manager.
- The provisions of Clause 9.01, Sub-Clause (f), hours off duty between shift changes, shall be waived by the mutual consent of the Employees involved in the shift exchange and by the Employer.
- The Employees shall not be entitled to the payment of overtime for the hours worked during traded shifts.
- 9.10 Notwithstanding the provisions of this Article, in the event that the parties wish to implement additional optional scheduling systems, a new scheduling system may be mutually agreed to in writing between the Employer and the Union.
- 9.11 On the day fixed by proclamation, in accordance with the *Daylight Savings Time Act*, of conversion to Mountain Standard Time, regular hours of work shall be extended to include the resultant additional hour with additional payment due therefore at the applicable overtime rate. On the date fixed by said Act for the resumption of Daylight Savings Time, the resultant reduction on one (1) hour in the shift involved shall be effected with the appropriate deduction in regular earnings.
- 9.12 Optional scheduling provisions may be mutually agreed to in writing between the Employer and the Union.

ARTICLE 10 – OVERTIME

- 10.01 Overtime is all time authorized by the Employer and worked by an employee in excess of forty-four (44) hours in a week or the maximum daily hours of work in Article 9, whichever is greater.
- 10.02 It is the right of the Employer to determine when overtime is necessary and the length of time it is required. When Employees work overtime they shall record the amount of overtime worked and the reason the overtime was worked when they “punch-out” at the end of their shift.
- 10.03 Overtime shall be paid at the rate of one and one half times (1.5x) the Employee’s regular rate of pay.
- 10.04 If an Employee is called back to work by the Director of Nursing, or their designate, after completing their regular shift or on their regularly scheduled day of rest, the Employee shall be paid for a minimum of three (3) hours or for the actual hours worked if they exceed three (3) hours, at the overtime rate of pay set out in Clause 10.03 of this Collective Agreement.
- 10.05 If an Employee is required to work overtime in excess of three (3) hours past the Employee’s first straight-time shift-ending time, the Employee will be provided with a meal at no cost.

ARTICLE 11 – SICK TIME

- 11.01 Sick leave is provided by the Employer as a form of insurance, for the purpose of maintaining regular earnings during absences due to illness or accidents for which compensation is not payable or for quarantine by a Medical Officer of Health.
- (a) A Regular Employee’s sick time entitlement is earned at one (1) day per month to a total accrual of twelve (12) days in each year from April first (1st) to March thirty-first (31st).
 - (b) Regular Part-time Employees’ sick time entitlement shall be calculated on a pro-rata basis based on the number of hours the Employee worked in the pay period.
 - (c) Sick time remaining unused at the end of the year shall be carried forward into the next year to a maximum accrual of sixty (60) days.
- 11.02
- (a) An Employee granted sick leave shall be paid, at the Employee’s basic rate of pay for regularly scheduled shifts absent and the number of hours thus paid shall be deducted from their accumulated sick leave credits up to the total amount of their accumulated credits at the time the sick leave commenced.
 - (b) Sick time shall be paid only if the Employee has sick time accrued. Sick time taken in excess of what the Employee has accrued shall not be paid and shall not be held to be paid out of future sick time entitlements.

- (c) Leave of absence without pay may be granted to an Employee who does not qualify for sick leave or who is unable to return to work at the termination of the period for which sick leave is granted.
- 11.03 Sick time taken during a new Employee's probationary period shall not be paid until said Employee has completed their probationary period and then it shall be paid only to the extent of the sick time earned and accrued during that period.
- 11.04 The Employer has the right to question sick time claimed. Employees who make regular use of sick time shall have their attendance monitored by the Employer and the Employer may request that a Doctor's note be provided upon return to work or that the Employee attend, at no cost to the Employee, the Employer's medical consultant to determine whether or not the Employee is able to undertake the full duties and responsibilities of their position.
- 11.05 If an Employee is going to be absent from work due to illness, the Employee shall notify the Employer four (4) hours prior to the commencement of a day shift if possible and six (6) hours prior to the commencement of their evening/night shift if possible.
- 11.06 Sick time entitlement shall not be earned by an Employee who is off work and receiving benefits from the Workers' Compensation Board, Employment Insurance, or Short Term Disability Insurance.
- 11.07 If an Employee requires time off for the purpose of attending to a family illness, provided they have been given prior authorization by the Employer, such absence shall be charged against their accumulated sick leave to a maximum of three (3) days with pay per calendar year. Employees may be required to submit satisfactory proof of such illness.
- 11.08 When a Regular Employee receives a referral for an appointment with a Canadian Physician practicing in a medical specialty, or an appointment for a second medical opinion or examination, the Employee may utilize sick leave credits where the time required for attendance at the appointment conflicts with the Employee's normal work schedule.
- 11.09 **RETENTION AND PORTABILITY**
An Employee who has accrued sick leave entitlement under the terms of this Collective Agreement shall, upon the voluntary termination of employment with the Employer, be entitled to retain such entitlement provided the Employee enters into employment at another Brenda Strafford Foundation site at which the Employer is also party to an agreement with an identical sick leave provision, within six (6) months of the date of the Employee's termination of employment. Otherwise sick leave credits shall be cancelled and no payments shall be due therefore. This entitlement shall not apply during the Employee's probationary period. At the request of the Employee, the Employer shall provide the Employee with a written statement of their sick leave entitlement upon termination.

ARTICLE 12 – NAMED HOLIDAYS

12.01 Regular full-time and regular part-time Employees shall be paid for the following as Named Holidays:

- (a) New Year's Day;
- (b) Family Day;
- (c) Good Friday;
- (d) Victoria Day;
- (e) Canada Day;
- (f) August Heritage (Civic) Holiday;
- (g) Labour Day;
- (h) Thanksgiving Day;
- (i) Remembrance Day;
- (j) Christmas Day; and
- (k) Boxing Day.

and any other day proclaimed to be a holiday by the Government of the Province of Alberta or the Government of Canada.

Any of the following faith based named holidays:

- Good Friday
- Christmas Day

may be exchanged and substituted, within the same calendar year without any loss, for any religious holiday of ones' own faith at the request of the Employee. The Employee shall provide at least thirty (30) calendar days' notice of the request.

12.02 To qualify for a Named Holiday with pay an Employee must:

- (a) work for the Employer for a total of thirty (30) days in the twelve (12) months preceding the holiday;
- (b) work the scheduled shift immediately preceding and immediately following the holiday except where the Employee is absent due to illness or other reasons acceptable to the Employer;
- (c) work on the holiday when scheduled or required to do so.

12.03 An Employee will not qualify for a Named Holiday with pay if:

- (a) the Employee is on an unpaid leave of absence;
- (b) the Employee is receiving benefits from the Workers' Compensation Board, Employment Insurance, or Short Term Disability Insurance.

12.04 If a Named Holiday falls on a day that would, but for the holiday, have been a working day for the Regular Full-time and Part-time Employee and the Regular Full-time and Part-time Employee is not required to work, the Employer shall pay the Employee for that day at their regular rate of pay.

- 12.05 If a Named Holiday falls on a day that would, but for the holiday, have been a working day for the Regular Full-time and Part-time Employee and the Regular Full-time and Part-time Employee is required to work, the Employer shall:
- (a) pay the Employee at the rate of one and one half times (1.5x) their regular rate of pay for all hours worked on that day; plus
 - (b) an alternate day off with pay at a mutually agreeable time;
 - (c) failing mutual agreement on an alternate day off within thirty-one (31) calendar days following the Named Holiday, the Employee shall receive payment for such day at their basic rate of pay.
- 12.06 If a Named Holiday falls within a Regular Full-time and Part-time Employee's annual vacation and the holiday is one to which the Employee would have been entitled if they had not been on vacation, the Employer shall:
- (a) grant the Regular Full-time and Part-time Employee an additional day off with pay, which may be added to the Employee's annual vacation; or
 - (b) grant the Regular Full-time and Part-time Employee an additional day off with pay at a mutually agreeable time;
 - (c) failing mutual agreement on an alternate day off within thirty-one (31) calendar days following the Named Holiday, the Employee shall receive payment for such day at their basic rate of pay.
- 12.07 Casual and Temporary Employees shall be paid, in addition to their regular earnings, an amount equal to five (5.0%) percent of their regular earnings including vacation pay, named holiday pay and sick leave pay in lieu of Named Holidays on each pay day and paid on each pay cheque.
- 12.08 Unless an Employee requests otherwise in writing, the Employee shall be scheduled so as to be given either Christmas Day or New Year's Day off.

ARTICLE 13 - WAGES

- 13.01 The Employer and the Union agree that there shall be attached to this Collective Agreement, Schedule "A" which shall set forth, in detail, the classification and wages of all Employees covered by this Collective Agreement. The Basic Rates of Pay as set out in the Wage Grid shall be applicable to all Employees covered by this Collective Agreement. Wage rates are effective on the dates specified in the Wage Schedule.

- 13.02 The Employer agrees to pay Employees on a bi-weekly basis by direct deposit. The Employer shall, on every payday, provide to each employee a statement of wages stating:
- (i) the hours worked during the pay period, including all hours worked year to date;
 - (ii) the employee's wage rate and where the rate varies, the hours worked at each rate, plus an accumulated figure of hours worked;
 - (iii) the hours worked by the employee for which payment of wages is made at the overtime wage rate, and the overtime wage rate;
 - (iv) any qualification differential, premium, allowance or other payment to which the employee is entitled;
 - (v) the amount of each deduction from the earnings of the employee and the purpose of each deduction;
 - (vi) where an employee is paid by the hour, how the wages were calculated for the work for which payment is made;
 - (vii) the amount being received by the employee;
 - (viii) sick leave credits used within the pay period and accumulated balance;
 - (ix) vacation hours taken within the pay period and accumulated balance.
- 13.03 An Employee's Basic Rate of Pay will be advanced to the next higher Basic Rate of Pay following the equivalent of one year of full-time service.
- This increment will be processed as follows:
- (a) the completion of the probationary period in accordance with Article 7; and
 - (b) upon completion of 13.03(a) subsequent increments advancing to the next higher basic rate of pay shall be in accordance with the hours specified in Schedule A.
- Hours counted towards an Employee's next increment include hours worked as follows:
- (i) regular shifts;
 - (ii) relief or extra shifts;
 - (iii) paid education shifts;
 - (iv) hours worked as overtime shifts (excluding any premium calculation);
 - (v) paid Named Holidays and worked Named Holidays;
 - (vi) paid vacation days;
 - (vii) all paid absences.
- 13.04 When an Employee is transferred to a classification with a higher rate of pay, the Employee shall be advanced to the start rate of such higher classification, except where that start rate is lower than the Employee's existing Basic Rate of Pay. In the latter case, the Employee shall be advanced to the next higher increment for the higher classification.

- 13.05 (a) When an Employee voluntarily transfers to a classification with a lower rate of pay, their salary shall be adjusted immediately to the pay step in the lower pay range that recognizes their previous experience in accordance with Clause 13.06.
- (b) An Employee whose position is reclassified to one with a lower Basic Rate of Pay, through no cause of their own, shall continue to receive their previous Basic Rate of Pay until the Basic Rate of Pay for the lower paid classification is equal to or greater than their previous Basic Rate of Pay, or for a period of eighteen (18) months, whichever is earlier, at which time the Employee will then receive the Basic Rate of Pay for the classification to which the position is allocated.

13.06 RECOGNITION OF PREVIOUS EXPERIENCE

When an Employee has experience satisfactory to the Employer, the Employee's starting salary shall be adjusted retroactive to the date the Employee provided proof of previous experience.

All experience satisfactory to the Employer shall be recognized on a one-on-one basis, up to the top increment in the wage grid.

13.07 CLASSIFICATIONS

(a) Job Description

An Employee may request from the Employer a copy of the job description for their position. All new Employees will be provided with a copy of their job description in their hire package.

(b) New Classification

If the Employer creates a new classification which belongs in the bargaining unit and which is not now designated in this Collective Agreement, or if a new classification is included in the bargaining unit by the Labour Relations Board, the following provisions shall apply:

- (i) The Employer shall establish a classification and a proposed rate of pay and give written notice of same to the Union along with the classification specifications.
- (ii) If the Union does not agree with the proposed rate of pay, representatives of the Employer and the Union, shall, within thirty (30) days of the creation of the new classification or the inclusion of a new classification in the bargaining unit, meet for the purpose of establishing a rate of pay for the new classification.
- (iii) Should the Parties, through discussion and negotiation, agree in regard to a rate of pay for the new classification the rate of pay shall be retroactive to the date the new classification was implemented.

(iv) Should the Parties not be able to agree to a rate of pay the Union may, within forty-five (45) days of the date the new classification was created or included in the bargaining unit, refer the matter to Step III of the Grievance Procedure. Should the Union not refer the matter to Arbitration within the stated time limit, the final position of the Employer, as stated in the negotiations, shall be implemented or refer the difference to collective bargaining, whichever comes first.

(c) Change to existing Classifications

(i) Where the primary function or qualifications of a position in any classification covered by this Collective Agreement are significantly altered the Employee and the Union shall receive fourteen (14) calendar days notice.

(ii) Where the Employer is required by statute or regulation to increase the qualifications of a position or classification, the Employer shall provide the incumbent(s) with a reasonable period of time to obtain the required qualifications and provide proof of qualifications.

UNDERPAYMENT

13.08 When an Employee is underpaid (short pay) less than four (4) hours, adjustment will be made on the following pay. When an Employee is underpaid (short pay) four (4) hours or more pay, a paycheque will be issued within three (3) business days of an Employee's request for payment to cover the shortage. The time specified herein shall be exclusive of Saturday, Sunday and Named Holidays.

13.09 When the investigation shows the short payment is the result of employee error, then the short pay will be corrected in the next pay period.

13.10 In the case of undue hardship for an employee the employer will make every reasonable effort to make the correction as soon as possible.

13.11 OVERPAYMENT

If an Employee is overpaid, the Employer will collect the overpayment by making deductions from the Employee's future earnings after the Employer has arranged a repayment schedule with the Employee.

In the event mutual agreement cannot be reached on a repayment schedule, the Employer shall recover the overpayment by deducting up to ten percent (10%) of the Employee's gross earnings per pay period.

13.12 PAY FOR MEETINGS

Employees required by the Employer to attend staff meetings and committee meetings or any other meeting as requested by the Employer, shall be paid at the applicable rate of pay for attendance at such meetings.

ARTICLE 14 – ANNUAL VACATIONS

- 14.01 (a) The vacation year during which earned vacation shall be scheduled is the twelve (12) month period commencing April 1st in each calendar year and concluding on March thirty-first (31st) of the following calendar year. Vacation will be granted on the basis of an equally rotating schedule if required and in the event that all vacation requests have not been received by the Employer by April 1st, vacation times shall be assigned by the Employer.
- (b) When a dispute arises regarding the preference for time of vacation the seniority within each classification shall be the determining factor in granting vacation.
- 14.02 The Employer shall post a vacation (summer) work schedule by May fifteenth (15th) of each year.
- 14.03 An Employee who commences employment with the Employer during the vacation year from April first (1st) to March thirty-first (31st) shall have their vacation entitlement for that year calculated on the basis of the length of their service with the Employer from their length of service with the Employer from their start date to March thirty-first (31st).
- 14.04 **Vacation Entitlement**
- (a) During each continuous year of service, an Employee shall earn entitlement to a vacation with pay, to be taken in the following calendar year.
- (b) The rate of earning entitlement shall be as follows:
- (i) during the first (1st) year of employment an Employee earns ten (10) work days;
 - (ii) during the second (2nd) year of employment an Employee earns fifteen (15) work days;
 - (iii) during the third (3rd) to ninth (9th) year of employment an Employee earns twenty (20) work days;
 - (iv) during the tenth (10th) and subsequent years of employment an Employee earns twenty-five (25) work days.
- (c) The entitlement for a Part-time employee shall be prorated to their full time equivalent. A year of employment for a Part-time employee is based on 1957 hours worked.
- (d) Employees can schedule vacation after it has been earned, subject to prior approval by the Employer.

14.05 Vacation Scheduling

- (a) Employees shall have seniority considered when granted their choice of vacation periods during the vacation year, but the Employer has the right to limit the number of Employees who may be away on vacation at any one time. The Employee's choice request shall not be unreasonably denied by the Employer.
- (b) When two (2) or more employees request the same vacation period, seniority within each classification shall be the determining factor when there is a dispute between two (2) or more employees regarding preference for the time that vacation is to be taken.
- (c) The Employer shall make every reasonable effort to grant a Regular Full-time Employee, upon request, at least fifteen (15) working days of annual vacation entitlement during the period between June first (1st) and September thirtieth (30th) inclusive.
- (d) The Employer shall make every reasonable effort to grant a Regular Part-time Employee, upon request, at least two (2) calendar weeks of annual vacation entitlement during the period between June first (1st) and September thirtieth (30th) inclusive.
- (e) When requested in writing by the Employee and subject to prior approval by the Employer, five (5) workdays of the Employee's annual vacation time may be taken in increments of one (1) day at a time, subject to operational requirements.
- (f) Provided a Permanent Full Time Employee or a Permanent Part Time Employee has taken a minimum of two (2) calendar weeks of their annual vacation entitlement in a vacation year, on written request by the Employee and subject to approval by the Employer, unused vacation time may be carried over into the succeeding vacation year, to a maximum of ten (10) days. The carry over provision is limited to once in a three (3) continuous calendar-year period. Earned vacation surplus in excess of the ten (10) day carry-over provision shall be paid out by the Employer at the Employee's basic rate of pay, at the end of each vacation year.

14.06 Earned vacation time may not be carried over from one vacation year to the next without the permission of the Employer. Which will not be unreasonably denied by the Employer.

14.07 When an Employee terminates they shall be paid all vacation time earned but unpaid up to and including the date of termination.

14.08 Casual and Temporary Employees shall be paid, in addition to their regular earnings, a sum equal to their earned vacation entitlement according to the following formula on each pay day:

- (a) four percent (4%) during the first (1st) employment year;
- (b) six percent (6%) during the second (2nd) employment year;
- (c) eight percent (8%) during the third (3rd) to ninth (9th) employment years;
- (d) ten percent (10%) during the tenth (10th) and subsequent employment years.

ARTICLE 15 - SENIORITY

- 15.01 (a) The Regular Employee's seniority date shall be the date of hire, on which a Regular Employee's continuous service in the employ of the Brenda Strafford Foundation commenced at Wentworth Manor within the Bargaining Unit classifications, and including all prior periods of service including prior to certification as a Casual, Temporary or Regular Employee contiguous to present Regular employment.
- (b) Seniority shall not apply during the probationary period; however, once the probationary period has been completed seniority shall be credited from the seniority date established pursuant to Sub-Clause 15.01(a).
- 15.02 Seniority shall be considered in determining:
- (a) offering and scheduling of additional shifts (open shifts) in Article 9 - Hours of Work
- (b) preference of vacation time in Article 14 - Annual Vacations;
- (c) layoffs and recalls;
- (d) promotions and transfers and in filling vacancies within the Bargaining Unit subject to the provisions specified in Article 16 - Promotions, Transfers and Vacancies;
- (e) the selection of available rotations by Employees due to the introduction of a new master rotation.
- 15.03 Seniority shall be considered broken, all rights forfeited, and there shall be no obligation to rehire:
- (a) when the employment relationship is terminated by either the Employer or the Employee;
- (b) upon expiry of twelve (12) months following the date of layoff, if during which time the Employee has not been recalled to work;
- (c) if an Employee does not return to work on recall.
- 15.04 **SENIORITY LIST**
Within three (3) months of the signing date of this Collective Agreement the Employer will post on the bulletin board a seniority list containing the name, classification and seniority date of each Regular and Temporary Employee in chronological order. The seniority list shall be updated by the Employer every six (6) months thereafter. Copies of said seniority list will be provided to the Chapter Chair following posting. The Union shall have one (1) month in which to take issue with the seniority list, otherwise the seniority list will be deemed to be correct.

15.05 Should a difference arise regarding an Employee's seniority, the Employer will provide the Employee with the information necessary to establish accurate seniority. Where an Employee's information is satisfactory to the Employer, the seniority date shall be amended accordingly.

15.06 **Same Seniority Dates**
In the event seniority dates are the same, the tie will be broken by the affected employees drawing numbers, 1- 50. The Employee who draws the highest number becomes the most senior of the employees tied in seniority. This tie breaker is used only for the single time there is a tie in seniority. Each time an additional tie occurs, a new tie breaker draw will be applied.

ARTICLE 16 – PROMOTIONS, TRANSFERS, AND VACANCIES

16.01 (a) When job vacancies occur or when filling new positions, the Employer shall post all vacancies and new positions on the bulletin board for a period of seven (7) days in advance of making an appointment.

(b) For purposes of this clause, electronic posting of vacancies will satisfy the posting requirement, where the Employer has made arrangements for on-line access to postings.

(c) The posting shall contain the following information:
(i) qualifications required;
(ii) employment status;
(iii) classification;
(iv) if a temporary position, the anticipated duration of such position;
(v) FTE;
(vi) hours of work.

(d) The rotation line identifier indicating the hours of work and the neighbourhood indicating the work location will be noted on the posting for information purposes only.

16.02 When circumstances require the Employer to fill a vacancy or new position before the expiration of the seven (7) day period, the appointment shall be made on a casual relief basis only.

16.03 Vacancies shall be filled, whenever possible, from within the Bargaining Unit and all current Employees applying for a vacant or new position with the requisite skills shall receive an interview. The Chapter and the applicant Employees shall and be advised by the Employer of the successful applicant when the competition is closed. Applicant Employees who are unsuccessful may request for feedback on why they were not selected.

16.04 In making promotions or transfers or when filling vacancies, the determining factors shall be the most requisite job related skills, knowledge, efficiency, experience, and other relevant factors (i.e. attendance, performance) are considered, and where in the judgment of the Employer, the factors are considered equal, seniority or Casual's accumulated hours worked shall be the deciding factor.

16.05 The Employer shall confirm in writing to the Employee at the time of the hire, appointment, promotion or transfer, the employment status including the classification, FTE, work rotation and rate of pay for the position the Employee is filling.

Any alteration of employment status thereafter will be regulated by the terms of this Collective Agreement.

The name of the successful applicant for each posting will be posted on the bulletin board(s).

TRIAL PERIOD

16.06 Employees promoted or who transfers or is transferred to another position in the bargaining unit shall serve a trial period of up to three hundred and ten (310) hours worked in the new position. During the trial period the Employee may either:

- (a) return to the Employee's former position at the Employee's request; or
- (b) be returned to the Employee's former position;

but in either circumstance, at the sole discretion of the Employer, the Employee may be assigned to a similar position consistent with their abilities and/or qualifications, which position may not be the specific position or in the specific area occupied prior to promotion or transfer.

16.07 A Regular Employee who applies for and is successful in obtaining a temporary posting shall maintain their status as a Regular Employee. A Casual Employee who applies for and is successful for a Temporary position shall receive all entitlements and benefits applicable to a Temporary Employee. At the completion of the Temporary term, the Regular Employee shall return to their former position.

16.08 The Union and the Employer recognize return to work programs are part of a continuum of injury prevention and rehabilitation. The foregoing provisions shall be waived and inoperative when placement of an Employee in a job within the bargaining unit is effected by the Parties statutory obligation to accommodate placement.

ARTICLE 17 – LAYOFF AND RECALL

17.01 It is the exclusive right of the Employer to:

- (a) establish and vary from time to time, the job classifications and the number of Employees, if any, to be employed in any classification, or in any work place of the centre; and
- (b) assign to other classifications any, or all, of the duties normally performed by classifications of this bargaining unit when Employees from within this bargaining unit are not available.

- 17.02 (a) The parties recognize the value of meeting prior to a layoff process occurring. The purpose of this meeting is to discuss the process of how layoffs will take place, review the current seniority list and discuss other relevant factors the parties agree upon.
- (b) When, in the opinion of the Employer, it becomes necessary to displace an Employee, due to reduction of the work force, or reduction in regularly scheduled hours of work of a regular Employee, or wholly or partly discontinue an undertaking, activity, or service, the Employer will notify the Employee fourteen (14) calendar days prior to the date of layoff.
- (c) To assist the Employee in indicating their preference of alternate positions, the Employee will have access to seniority lists, shift schedules, and a list of positions available prior to the consultation with the Employer.
- (d) A consultation meeting will be arranged by the Employer between the Employee, the Employer representative(s) and the Union representative(s). The Employee, through consultation with the Union and the Employer, shall indicate a preference of positions for which the Employee has the requisite skill, training and knowledge to perform the work by selecting a position in the same classification and status which are vacant or, by selecting to displace an Employee with less seniority in the same classification, regardless of status or FTE. Following consultation with the Employee, the Employer shall place the Employee in a position.
- (e) Where there are no positions of any status in the same classification as the Employee's current position, the Employer may indicate a preference for an alternative position which is vacant or occupied by a less senior Employee in a classification in the same or a lower pay grid.
- 17.03 Employees who either:
(a) refuse an offer by the Employer of alternate work; or
(b) lack the required competency and seniority to displace another incumbent within their particular classification
shall be provided with not less than fourteen (14) calendar days notice specifying the date on which the Employee will be laid off.
- 17.04 (a) All regular and temporary vacancies shall be posted. Casual Employees and external applicants are not eligible for hire while regular Employees remain on layoff.
- (b) No new regular or temporary Employees will be hired in classifications where there are other Employees in that classification who possess the requisite skills, training, knowledge and ability for the available job, who are on layoff.
- 17.05 Employment shall be deemed terminated when an Employee does not return from layoff when notified to do so, or in the expiry of twelve (12) months from date of the layoff, whichever comes first.

- 17.06 When increasing the workforce, Employees shall be recalled in order of their seniority, provided they possess the requisite skills, training, knowledge and ability to perform the work.
- 17.07 An Employee who is laid off shall make prior arrangements to pay the full premium of prepaid health benefits to assure continuation if such protection is so desired. Such arrangements shall continue so long as the Employee has rights to recall.
- 17.08 The operation of this Article, including revision of shift schedules caused by layoffs or displacement, shall not constitute a violation of the terms of this Collective Agreement.
- 17.09 Employees who have had their regular hours of work reduced through the application of this Article, shall indicate in writing their availability to work casual shifts. Casual shifts will be offered on the basis of seniority and availability up to the Employee's previous regular hours. This offer of casual shifts shall expire twelve (12) months from the date the Employee is reduced in hours or laid off. Employees on layoff who refuse casual shifts may do so without adversely impacting their recall rights.
- 17.10 Where an Employee on layoff occupies a temporary position, the twelve (12) month recall period shall be suspended during their temporary position and shall recommence upon the termination of the temporary position for the balance of the twelve (12) month recall period.
- 17.11 An Employee's right to recall under Article will expire if the Employee refuses recall to a position with the same classification as their pre-layoff position, or on the expiry of twelve (12) months from the date of layoff, whichever first occurs.

ARTICLE 18 - LEAVES OF ABSENCE - GENERAL

- 18.01 All leaves of absence shall be granted without pay and without loss of seniority. All leaves of absence exceeding one (1) month shall be granted with the option of Employee pre-paid benefits premiums.
- 18.02 All requests for leaves of absence shall be made in writing and shall indicate the reason for the request and the anticipated dates of departure and return.
- 18.03 All requests for leaves of absence exceeding one (1) week (excluding maternity, parental, bereavement or leave of an emergent nature) shall be submitted to the Employer, in writing, at least two (2) weeks in advance of the anticipated absence.
- 18.04 (a) Requests for leaves of absence exceeding two (2) weeks (excluding statutory leaves) shall be granted provided the Employee has exhausted all unscheduled vacation time with pay to date.

- (b) Requests for leaves of absence exceeding three (3) months (excluding maternity, parental, bereavement or leave of an emergent nature) shall be considered by the Employer.

Such leave may be extended by additional periods of thirty (30) calendar days with the written approval of the Employer in extenuating circumstances like return to the homeland for family emergencies overseas and other circumstances.

Such request will not be denied unreasonably however the Employer may request proof of the extenuating circumstances.

18.05 Failure to report for duty immediately following the expiration of a leave of absence or time off, shall be deemed to be a voluntary separation by the Employee from their employment unless the Employee provides the Employer with a satisfactory explanation by telephone conversation (when possible) or by electronic mail (email) or text messaging when a telephone conversation is not possible.

18.06 Employees on a leave of absence shall not engage in any gainful employment with another employer. Any Employee who engages in such employment shall be terminated immediately.

18.07 MATERNITY LEAVE

- (a) An Employee who has completed ninety (90) days of continuous employment shall, upon their written request, providing at least six (6) weeks advance notice, be granted maternity leave to become effective at any time during the thirteen (13) weeks immediately preceding the expected date of delivery, provided that the Employee commences maternity leave no later than the date of delivery. Under extenuating circumstances affecting the health of the Employee and/or unborn child, the Employee may start their maternity leave without notice and without a loss of seniority.
- (b) Maternity leave shall be without pay and benefits, except for the portion of maternity leave during which the Employee has a valid health-related reason for being absent from work and is also in receipt of sick leave, short term disability or long term disability. Maternity leave shall not exceed sixteen (16) weeks.
- (c) The Employee shall provide the Employer with at least four (4) weeks written notice when returning to work from maternity leave. The Employer shall reinstate the Employee in the same position held immediately prior to taking the leave, or if such is not possible, provide the Employee with alternate work of a comparable nature.
- (d) For the portion of maternity leave during which an Employee has a valid health-related reason for being absent from work and who is in receipt of sick leave or short term disability, benefit plan premiums payments shall be administered in the same fashion as an Employee absent due to illness.

18.08 PARENTAL LEAVE

- (a) An Employee who has completed ninety (90) days of continuous employment shall, with at least six (6) weeks written notice, be granted leave without pay and benefits for the purpose of adopting a child or for parenting duties following the birth of a child. Parental leave can be taken by the birth mother, the other parent, adoptive parents, or both parents shared between them. Parental leave shall not exceed sixty-two (62) weeks unless mutually agreed otherwise between the Employer and the Employee.
- (b) The Employee may commence parental leave:
 - (i) following the end of their sixteen (16) weeks maternity leave; or
 - (ii) up to two (2) weeks prior to the expected delivery date of the child; or
 - (iii) from any date after delivery or adoption of the child provided that the leave shall end seventy-eight (78) weeks from the birth of the child or date of adoption; or
 - (iv) upon one (1) day's notice for the purposes of adoption, provided that application for such leave was made when the adoption was approved and the Employer is kept informed of the progress of the adoption proceedings.
- (c) The Employee shall provide the Employer with at least four (4) weeks written notice when returning to work from parental leave. The Employer shall reinstate the Employee in the same position held immediately prior to taking the leave, or if such is not possible, provide the Employee with alternate work of a comparable nature.

18.09 Bereavement Leave

When a death occurs in the immediate family of an Employee, the Employee shall be granted Bereavement Leave for up to four (4) scheduled working days with pay within a seven (7) day time frame. Such bereavement leave may be taken within one (1) year of the death unless otherwise approved by the Employer.

Immediate family shall be defined as spouse, common-law spouse, (including same sex spouse), mother, father, brother, sister, son, daughter, mother/father-in-law, son/daughter-in-law, sister/brother-in-law, grandparent, grandchild, legal guardian or fiancé. Step-parent, step-children, step-brother and step-sister shall be considered as members of the Employee's immediate family.

If the funeral is over three hundred (300) kilometers from Calgary, and the Employee attends the funeral, the Employee shall be granted two (2) additional working days off with pay for travel.

In the event of the death of another relative, the Employer may grant up to one (1) working day off with pay to attend the funeral / memorial services.

Bereavement leave with pay shall be calculated at the Employee's regular rate of pay and for the number of regular hours the Employee would have been scheduled to work.

An Employee shall not be required to take previously unscheduled vacation leave in lieu of bereavement leave when they are entitled to that bereavement leave.

An Employee who while on scheduled vacation becomes eligible for bereavement leave will be able to reschedule the vacation days affected by the bereavement leave. Such vacation will be taken at a time mutually agreeable to the Employer and the Employee.

Any extension to the bereavement leave shall be granted pursuant to the provisions of this Article.

18.10 JURY DUTY

An Employee summoned to jury duty or subpoenaed as a witness shall be paid for such duty service time off at their regular rate of pay and for the number of regular hours the Employee would have been scheduled to work. Any money paid to the Employee by the courts for such service duty shall be turned over to the Employer.

ARTICLE 19 – PERSONNEL FILES

19.01 By appointment made at least seventy-two (72) hours in advance, an Employee may view their personnel file (Human Resources site based) at their work site on the next business day after the notice. The Employee must be accompanied by a Human Resources representative during the viewing of the personnel file. An Employee may be accompanied by a Union Representative when viewing their personnel file.

19.02 An Employee shall be given a copy of the contents of their personnel file upon request, provided that the Employee first pays to the Employer a reasonable fee, established by the Employer to cover the cost of copying. Such fees shall be waived where the Employee requests a copy of material related to an individual grievance filed on behalf of the Employee.

ARTICLE 20 – UNION STEWARDS

20.01 The Employer agrees to recognize Employees who are elected or appointed as Union Stewards, and recognizes their authority to represent other Employees.

20.02 A Union Steward may, at the request of an Employee, accompany or represent the Employee in the processing of a grievance with the Employer. When it becomes necessary for a Union Steward to leave their job for this purpose, the Employee will request time off from their immediate supervisor and provide as much advance notice as possible. Arrangements will be made by the Supervisor to permit the Union Steward to leave their job, as soon as reasonably possible, for this purpose with no loss of regular earnings. Such time off shall be granted only upon the approval of the Supervisor or authorized alternate, which approval shall not be unreasonably withheld.

20.03 The Chapter and its members shall have the right at any time to the assistance of Union Staff Representatives when dealing or negotiating with the Employer on matters arising out of the collective agreement or when processing a grievance.

20.04 The Union reserves the right to appoint a Union Steward to represent a work area that has no Union Steward.

- 20.05 A list of Union Stewards shall be supplied by the Union to the Administrator and supplied to the designated Human Resources representative. The Employer shall be advised in writing of any change to this list. The list will be updated by the Union annually.
- 20.06 Both the Grievor and the Union Steward will obtain approval from their immediate Supervisor prior to leaving their work station.

ARTICLE 21 – TERMINATION

- 21.01 An Employee may be terminated at any time during their probationary period without cause and without notice or payment in lieu of notice and shall only have recourse to an exit interview.
- 21.02 An Employee who has served their probationary period may be terminated for just cause.
- 21.03 Where a Casual Employee has been called but has not worked in the facility in three months, the Employer will assume the Employee has voluntarily abandoned their post and are thus deemed to have self-terminated.
- 21.04 Employees shall provide a minimum of two (2) weeks Notice of Termination unless otherwise mutually agreed between Employer and Employee.

ARTICLE 22 – BENEFITS

- 22.01 Attached to this Collective Agreement is Schedule “B” which sets forth, in detail, the benefits extended to those Employees covered by this Collective Agreement.

Employees may opt out of the dental and extended health portion of the group benefit plan provided the Employee is covered and protected and can provide proof of such coverage and protection with another Group Plan (i.e. partner or other employer).

For health benefits and insurance, a common-law partner will be recognized as a partner provided a continuous relationship of one year or more.

ARTICLE 23 – SHIFT AND WEEKEND DIFFERENTIAL

- 23.01 Shift Differential – 1500 Hours to 2300 Hours
A shift differential shall be paid as follows:
- (a) two dollars and seventy-five cents (\$2.75) per hour;
 - (b) to Employees working a shift where the majority of such shift falls within the period from fifteen hundred (1500) hours to twenty-three hundred (2300) hours; or
 - (c) to Employees for all overtime hours worked which fall within the period from fifteen hundred (1500) hours to twenty-three hundred (2300) hours.

- 23.02 Shift Differential – 2300 Hours to 0700 Hours
A shift differential shall be paid as follows:
- (a) effective:
 - (i) date of ratification, three dollars and twenty five cents (\$3.25) per hour;
 - (ii) September 1, 2021, three dollars and fifty cents (\$3.50) per hour;
 - (b) to Employees working a shift where the majority of such shift falls within the period from twenty-three hundred (2300) hours to zero seven hundred (0700) hours; or
 - (c) to Employees for all overtime hours worked which fall within the period from twenty-three hundred (2300) hours to zero seven hundred (0700) hours.
- 23.03 Weekend Differential
A weekend differential shall be paid as follows:
- (a) three dollars and twenty-five cents (\$3.25) per hour;
 - (b) to Employees working a shift where the majority of such shifts falls within the sixty-four (64) hour period commencing at fifteen hundred (1500) hours Friday and ending at zero seven hundred (0700) hours Monday; or
 - (c) to Employees for all overtime hours worked which fall within the sixty-four (64) hour period commencing at fifteen hundred (1500) hours Friday and ending at zero seven hundred (0700) hours Monday.
- 23.04 Where applicable, an Employee shall receive both Shift Differential and Weekend Differential in addition to their basic rate of pay and overtime pay.
- 23.05 All premium pays payable under this Article shall not be considered as part of the Employees Basic Rate of Pay.

ARTICLE 24 – STATUS CHANGE

- 24.01 When an Employee's status changes from Regular Full-time or Regular Part-Time to Casual, calculation of the following entitlements shall change:
- (a) Named Holidays shall be paid out as a percentage on each payday in accordance with Article 12 of this Collective Agreement.
 - (b) Vacation entitlement earned and accrued up to the date the Employee's status changed to Casual shall be paid out to the Employee. Vacation entitlement from the date the Employee's status changed to Casual shall be paid out as a percentage on each payday in accordance with Article 14 of this Collective Agreement.
 - (c) Sick time entitlement shall cease on the date the Employee's status changes to Casual.
- 24.02 When a Regular Part-time Employee assumes a Temporary Full-time position, the calculation of the Employee's entitlement to Named Holidays, vacation and sick time shall not change.

ARTICLE 25 – GENERAL

- 25.01 The Employer shall provide bulletin boards to be placed in accessible locations upon which designated space shall be provided where the Union may be permitted to post notices of meetings and other such notices, which may be of interest to Employees. It is not the intention of the Union to post anything objectionable to the Employer.
- 25.02 Employees shall observe all rules made by the Employer relative to health, sanitation and safety. The Union agrees to cooperate with the Employer in the enforcement of the health, sanitation and safety rules.
- 25.03 The Employee agrees that as a condition of continued employment with the Employer the Employee shall take the annual influenza vaccine administered by qualified personnel of the Employer or its qualified medical agent at no cost to the Employee. The only exceptions to taking the annual influenza vaccine shall be:
- (a) if the Employee's physician provides the Employer with a signed certificate stating the Employee has obtained the influenza shot at their office; or
 - (b) if the Employee's physician provides the Employer with a signed certificate stating the Employee has Guillian Barre Syndrome; or
 - (c) if the Employee is tested by qualified medical agents selected by the Employer, at no cost to the Employee, and the tests indicate that the Employee has an anaphylactic hypersensitivity to the influenza vaccine.
- 25.04 Where the Employer experiences an outbreak, direction(s) will be established by the Medical Officer of Health related to outcomes and conditions.

ARTICLE 26 – DISCIPLINE, DISMISSAL, AND RESIGNATION

- 26.01 Unsatisfactory conduct and/or performance by an Employee may be grounds for discipline up to and including immediate dismissal.
- 26.02 Unsatisfactory conduct and/or performance by an Employee which is not considered by the Employer to be serious enough to warrant suspension or dismissal may result in a written warning to the Employee. A copy of the written warning shall be placed on the Employee's personnel file with a copy forwarded to the Union.
- 26.03 The Employee shall sign written notice of discipline for the sole purpose of indicating that the Employee is aware of the disciplinary note. An Employee shall have the right to be accompanied by a representative of the Union during disciplinary discussions.
- 26.04 Employee's shall be informed by the Employer in advance of the meeting, that they are being investigated with respect to an incident that may result in discipline and that they have the right to have a Union representative present if they so choose.
- 26.05 When an Employee has grieved a disciplinary action and a designated officer of the Employer has either allowed the grievance or reduced the penalty levied against the grievor, the personnel file of the Employee shall be amended to reflect this action provided this action results in closure of the grievance.

- 26.06 An Employee who has been subject to disciplinary action may, after two (2) continuous years of service from the date the disciplinary measure was invoked, request in writing that their personnel file be cleared of any record of the disciplinary action. Such request shall be granted provided the Employee's file does not contain any further record of disciplinary action during the next two (2) year period. The Employer will confirm in writing to the Employee that such action has been effected and the documents cleared from the file.
- 26.08 An Employee absent for three (3) consecutive working days without notifying the Employer shall be considered to have terminated their employment unless the Employee subsequently provides reason acceptable to the Employer and, where in the opinion of the Employer, such prior notification was not possible.
- 26.09 Nothing in this Article prevents immediate dismissal for just cause.

ARTICLE 27 – GRIEVANCE PROCEDURE

27.01 A grievance shall be defined as any difference arising out of an interpretation, application, administration or alleged violation of a specific Article of this Collective Agreement. In the event of controversy concerning the interpretation, application, administration or alleged violation of any provision of this Collective Agreement, there shall be no suspension of work.

A grievance shall be categorized as follows:

- (a) An individual grievance is a dispute affecting one (1) Employee. Such grievance shall be initiated at Step 1 of the grievance procedure except in cases of suspension or dismissal which will commence at Step 2; or
- (b) A group grievance is a dispute affecting two (2) or more Employees. Such grievance shall be initiated at Step 2 and processed from there in the same manner as an individual grievance. A group grievance shall list all Employees affected by the grievance and the results of such grievance shall apply proportionately, if applicable, to all Employees listed on the original grievance; or
- (c) A policy grievance is a dispute between the Parties which, due to its nature, is not properly the subject of an individual or group grievance. If the policy grievance is a Union grievance, it shall commence at Step 2. If the policy grievance is an Employer grievance, it shall be directed to the Union President and the President shall render a written reply within five (5) days of receipt. Upon receipt of response or failure to reply, the Employer may advance the grievance to arbitration.
- (d) Group and policy grievances shall be initiated, in writing, within fourteen (14) days of the date of the aggrieved Party first became aware of or reasonably should have become aware of the event leading to the grievance.
- (e) The parties may mutually agree to advance the grievance to a subsequent step in the grievance procedure.

27.02 The Parties agree that every effort shall be made by the Parties to resolve problems in the workplace through discussion and dialogue at the Manor between the Employer, the Employee and the Union (when required) prior to initiating a grievance. If the problems are not resolved, then the steps of the Grievance Procedure are:

Step I

Should an Employee subject to this agreement believe they have they have been unjustly dealt with, or that any of the provisions of this agreement have been violated, the Employee shall within fourteen (14) days from the alleged unjust action, present the complaint to their immediate Supervisor for adjustment.

Step II

If the difference is not resolved at Step I within fourteen (14) days from the end of Step 1, a grievance may be submitted, in writing, to the Director of Nursing or designate indicating the Article claimed to have been violated, the nature of the grievance, and the redress sought. Within fourteen (14) days of receipt of the written grievance, the Director of Nursing shall provide the Grievor with a written response with a copy to the Union.

Step III

If the grievance is not resolved at Step II, the Union may, within fourteen (14) days of the receipt of the written decision of the Director of Nursing or designate submit the grievance in writing to the Administrator, specifying the nature of the grievance(s) and the redress sought. The Administrator shall meet with the Grievor and the Union Representative and shall render a decision in writing to the Union within fourteen (14) days of the meeting.

27.03 COMMUNICATIONS

- (a) Any notice or advice which the Employer or members of its administrative staff are required to give to the Union in with respect of any matter referred to in this Article shall be sufficient if delivered to the Union Representative.
- (b) Any notice or advice which the Union is required to give to the Employer in respect of any matter referred to in this Article shall be sufficient if delivered to the Administrator or designated alternate.
- (c) The hearing of grievances at any stage of the grievance procedure will be scheduled in advance.
- (d) At any hearing held during the Grievance Procedure, the Employee is entitled to have a Union Representative present.

27.04 TIME PERIODS

- (a) For the purpose of this Article, periods of time referred to in days shall be deemed to mean such periods of time calculated as consecutive calendar days exclusive of Saturdays, Sundays, and Named Holidays.

- (b) Should the Employee or Union fail to comply with any time limits in the Grievance Procedure, the grievance shall be considered abandoned, unless the Parties have mutually agreed, in writing, to extend the time limits.
- (c) Should the Employer fail to comply with any time limits in the Grievance Procedure, the grievance shall automatically move to the next Step on the day following the expiry of the particular time limit unless the Parties have mutually agreed, in writing, to extend the time limits.

27.05 **MEDIATION**

By mutual agreement of the Union and the Employer, any grievance unresolved at Step III may proceed to mediation. If the grievance proceeds to mediation, one (1) jointly selected mediator shall meet with the Parties and within ten (10) days of the meeting shall:

- (a) investigate the dispute; and
- (b) define the issue(s) in dispute; and
- (c) work with the Parties to resolve the dispute; and
- (d) if required, make written recommendations to resolve the dispute.

During the proceedings, the Parties shall fully disclose all materials and information relating to the issue(s) in dispute. The proceedings shall be conducted with a view to settling the dispute, and as such, are privileged.

The fees and expenses of the mediator shall be borne equally to the Parties to the dispute.

If the grievance is not settled at this stage, either Party may decide to proceed to Arbitration.

27.06 **ARBITRATION**

If a grievance is not settled to the satisfaction of either Party through the grievance procedure, either Party may, within fourteen (14) days of the decision at Step III, have the matter referred to a single arbitrator. Both Parties will exchange lists of three (3) proposed arbitrators. If the Parties cannot agree on the selection of an arbitrator through this process, the Minister of Labour for Alberta will be asked to appoint an arbitrator who will hear the grievance as soon as possible. The decision of the arbitrator will be final and binding upon the Parties.

The arbitrator shall not have jurisdiction to add to, subtract from, modify, rescind or disregard any of the provisions of the Collective Agreement. Disputes arising out of proposed changes in rates of pay, work hours and conditions of service, modifications or additions to this Collective Agreement are specifically excluded from the jurisdiction of the arbitrator.

The Parties shall pay their own respective expenses and shall also equally share the fees and expenses of the arbitrator.

ARTICLE 28 - TIME OFF FOR UNION BUSINESS

28.01 Time off for Union Business will be with pay.

- 28.02 Time off shall not be unreasonably withheld. The Union shall provide the Employer with a copy of the request for time off. Employees shall provide a minimum of two (2) weeks notice when requesting time off; however, consideration shall still be given in cases where the two (2) weeks notice is not provided.
- 28.03 Except for union time associated with contract negotiations with the Employer, no leave shall exceed five (5) consecutive days in duration. Leave requests that exceed these conditions shall be considered a Leave of Absence and subject to Article 18.
- 28.04 To facilitate the administration of this Article, the Employer will grant the leave of absence with pay and invoice the Union for the Employee's salary and applicable premiums, differentials, allowances and benefits, or the replacement salary costs, whichever is greater, inclusive of a reasonable administrative fee, which the Union shall promptly pay.
- 28.05 **UNION COURSES**
The Employer may, at its discretion, grant up to four (4) paid days leave per year for the bargaining unit employees to attend education development courses to increase their ability to work in partnership with the employer to advance issues of mutual interest/concern. Notice periods for application from the Union Representative to the Administrator will be as per Clause 28.02.
- 28.06 **UNION REPRESENTATIVE LEAVE**
When it is necessary for a Union member to make a request for a leave of absence to perform the duties of any office of the Union, the application for leave must be made in writing to the applicable Manager for approval. The application for leave will be made in writing with as much advance notice as possible, but not less than two (2) weeks, except that in extenuating circumstances the time factor may be waived or reduced.
- The Employer shall not unreasonably withhold leave of absence for Employees elected or appointed to represent the Union at Conventions, Workshops, Conferences, Seminars, Schools or to attend meetings as a member of the Union's Provincial, Local or Chapter Executive Board or any other union business.
- 28.07 **NEGOTIATIONS**
An Employee elected or appointed to the Union Bargaining Committee shall be granted time off with pay (actual salary paid including differentials and premiums where applicable) and without loss of seniority and position in order to prepare for and participate in negotiations with the Employer.
- No more than four (4) employees may be absent from work for the purpose of preparing for collective bargaining or attending negotiations meetings.

ARTICLE 29 – DRESS CODE, UNIFORMS AND PROTECTIVE APPAREL

29.01 The Parties agree that the Employee shall maintain a professional image while at the work site by adhering to the Employer's dress code and personal appearance policy.

Employees shall furnish, supply and maintain their own everyday work apparel.

UNIFORM

- 29.02
- (a) Employees have the option of wearing the current staff uniform, provided at the time of hire or wear clothing of their own choosing in accordance with the Brenda Strafford Foundation Dress Code Policy.
 - (b) When Employees wear clothing of their own choosing, the clothing must comply with safety and infection prevention and control requirements.
 - (c) Employees must wear identification cards and or name tags at all times in the workplace.

29.03 PROTECTIVE APPAREL

Protective clothing and safety equipment shall be supplied by the Employer as required by the *Occupational Health and Safety Act*.

ARTICLE 30 – RRSP CONTRIBUTIONS

- 30.01
- (a) Employees who work a permanent schedule of no less than an average of twenty-five (25) hours a week for one (1) full year may contribute up to four percent (4.0%) of their basic hourly rate of pay into a self-directed RRSP for all hours worked.
 - (b) Employee's contributions will be on a voluntary basis with decisions to participate or not made once a year for a twelve-month period.
 - (c) For each Employee contributing into the plan in any twelve-month period, the Employer will contribute a matching percentage of the Employee's basic hourly rate of pay for all hours worked on behalf of participating Employees.
 - (d) Employees may choose to make additional contributions to the RRSP. Such additional contributions will not be matched by the Employer. Employees may choose to make such additional contributions, or not, effective for August 1st of each year. The Employee must give the Employer a minimum of thirty (30) days written notice.
 - (e) The Employer will make the contributions through direct deposit to the RRSP Plan as supplied by the Employer.

ARTICLE 31 – PROFESSIONAL / REGISTRATION FEES

- 31.01 Effective January 1, 2021, a Licensed Practical Nurse who in each calendar year has to pay a registration fee to maintain license with the College of Licensed Practical Nurses (CLPNA) shall be reimbursed by the Employer one hundred fifty dollars (\$150.00) towards their registration fees, prorated based on the Employee's FTE.

ARTICLE 32 – FLEXIBLE SPENDING ACCOUNT

- 32.01 Effective January 1, 2022, the Employer will maintain a Flexible Spending Account (FSA) to be implemented as follows:

- (a) A FSA shall be implemented for all Regular Employees eligible for benefits in accordance with Article 22 – Benefits.
- (b) A sum of five hundred dollars (\$500.00) shall be allocated by the Employer for each eligible Regular Full-time Employee and pro-rated for each eligible Part-time Employee (based on their total hours paid as of December 1 of the preceding year) to a FSA effective January 1st of each calendar year beginning January 1, 2022.
- (c) The FSA may be used for the following purposes:
 - (i) Reimbursement for expenses associated with professional development including:
 - (1) tuition costs or course registration fees;
 - (2) travel costs associated with course attendance;
 - (3) professional journals;
 - (4) books or publications; and
 - (5) software.
 - (ii) Reimbursement for the cost of professional registration or voluntary association fees related to the employee's discipline.
 - (iii) Reimbursement for health and dental expenses that are eligible medical expenses in accordance with the *Income Tax Act* and are not covered by the benefit plans specified in Article 22 of the Collective Agreement.
 - (iv) Contribution to a Registered Retirement Savings Plan (RRSP) administered by the Employer.
 - (v) Wellness expenses, which may include, but are not limited to, such expenditures as fitness centre memberships and fitness equipment.
 - (vi) Family care including day care and elder care.

(d) Allocation

- (i) By December 1st (allocation date) of each year, employees who are eligible for the FSA will make an allocation for utilization of their FSA for the subsequent calendar year.
- (ii) Any unused allocation in an employee's FSA as of December 31 of each calendar year may be carried forward for a maximum of one (1) calendar year.
- (iii) Employees who are laid off after January 1st in the year in which the funds are available shall maintain access to the fund for the balance of that calendar year while on layoff.
- (iv) Reimbursement will be provided by the Employer upon submission of an original receipt.

(e) Implementation

- (i) Where the Employer is the administrator of the account, it shall determine the terms and conditions governing the FSA. A copy of these terms and conditions shall be provided to the Union.
- (ii) Where the Employer chooses to contract with an insurer for the administration of the FSA, the administration of the Account shall be subject to and governed by the terms and conditions of the applicable contract. A copy of this contract shall be provided to the Union.
- (iii) The FSA shall be implemented and administered in accordance with the *Income Tax Act* and applicable Regulations in effect at the time of implementation and during the course of operation of the FSA.

ARTICLE 33 – OCCUPATIONAL HEALTH AND SAFETY

33.01 It is the policy of the Employer that there be an operational Occupational Health, Safety and Environment Committee in the Facility. The Employer, the Union and the Employees are committed to supporting and promoting a healthy and safe working and living environment in the Centre for Employees and residents.

The Health and Safety Committee shall be comprised of representatives of the Employer and representatives of the Employees selected by the Union, and may include representatives of other Employee groups. An AUPE Staff Representative may attend the meetings. The Committee shall schedule meetings in accordance with its terms of reference. Should there be an issue requiring immediate attention of the Committee, the Chairperson or Vice-Chairperson shall call a special meeting of this Committee. An Employee shall be paid their basic rate of pay for attendance at these committee meetings.

33.02 Where the Employer requires the Employee to receive specific immunization and titre, as a result of or related to the Employee's work, it shall be provided at no cost.

ARTICLE 34 - COPIES OF THE COLLECTIVE AGREEMENT

- 34.01 A copy of the Collective Agreement shall be provided by the Union to each Employee on commencement of employment or at the Union orientation. The Collective Agreement shall have the AUPE and the Brenda Strafford Foundation logo on the cover.
- 34.02 The Employer shall provide Employees private access to an electronic copy of the collective agreement at work.
- 34.03 The final version of the Collective Agreement shall be in electronic form and both the Employer and the Union shall be provided with the electronic copy.

ARTICLE 35 - EMPLOYMENT INSURANCE PREMIUM REDUCTIONS

- 35.01 The Employee's portion of all monies from Employment Insurance Commission Premium Reductions shall be used by the parties to cover the premium costs of the health benefits and insurance plans.

SCHEDULE "A" - SALARY SCALE

Certified Therapy Aide

	Step 0	Step 1	Step 2	Step 3	Step 4	Step 5
Hours (if hired after Nov 24, 2016)	0	1,957	3,914	5,871	7,828	9,785
Hours (if hired before Nov 24, 2016)	N/A	0	1,957	3,914	5,871	7,828
Hourly Rate	\$21.35	\$21.77	\$22.93	\$23.16	\$23.44	\$23.90

Health Care Aide (HCA)

Health Care Aide - Adult Day Program (HCA-ADP)

In Service Assistant

	Step 0	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7
Hours (if hired after Nov 24, 2016)	0	1,957	3,914	5,871	7,828	9,785	11,742	13,699
Hours (if hired before Nov 24, 2016)	N/A	0	1,957	3,914	5,871	7,828	9,785	11,742
Hourly Rate	\$20.49	\$20.90	\$21.62	\$22.49	\$23.22	\$23.96	\$25.05	\$25.87

Licensed Practical Nurse (LPN)

	Step 0	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7
Hours	0	1,957	3,914	5,871	7,828	9,785	11,742	13,699
Hourly Rate	\$27.22	\$28.42	\$29.55	\$30.70	\$31.86	\$32.97	\$34.29	\$35.67

The Employer shall advise each Employee of their hours worked and resulting placement on the salary schedule within thirty (30) days of ratification. An Employee must inform the Employer in writing of any concern regarding their placement on the salary schedule within sixty (60) days of ratification.

SCHEDULE "B" - EMPLOYEE BENEFITS

The Employer has an Employee Benefits Plan paid for by the Employer and administered by the Employer as follows.

The Employee shall pay thirty-five percent (35%) of the premiums and the Employer shall pay sixty-five percent (65%) of the premiums for the benefits listed below.

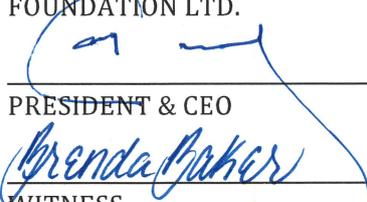
- (a) Basic Life Insurance at one (1X) times annual salary rounded to the nearest one thousand (\$1,000.00) dollars.
- (b) Basic Accidental Death and Dismemberment Insurance at one (1X) times annual salary rounded to the nearest one thousand (\$1,000.00) dollars.
- (c) Short Term Disability Insurance at sixty-seven percent (67%) of the first six hundred dollars (\$600) of basic weekly earnings plus fifty-five percent (55%) of any excess amount, to a maximum of one thousand five hundred dollars (\$1,500) or the Employment Insurance maximum benefit amount, whichever is greater
- (d) Basic Extended Health Benefits - one hundred percent (100%) co-insurance with maximums as outlined in the plan
- (e) Basic Dental Benefits - 100% coverage for basic services, 80% coverage for supplementary services, and 50% for dentures and major restorative services, all with a combined maximum of one thousand five hundred dollars (\$1,500) per calendar year.
- (f) Vision Care for Employees and qualified eligible dependents - \$200.00 per covered person per twenty-four (24) month period, or per twelve (12) month period for dependent children up to age nineteen (19) years commencing for eligible claims.

A Regular Employee who has completed three (3) months of employment at a permanent schedule of no less than an average of twenty-five (25) hours per week is entitled to the benefits above.

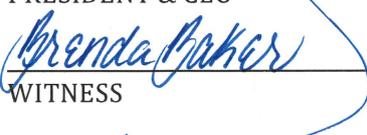
Where a Regular Employee who is benefit eligible takes a temporary assignment, their benefits will be maintained provided they work no less than an average of twenty-five (25) hours per week. Temporary Employees and a Casual Employees are not eligible for benefits.

IN WITNESS WHEREOF, the Parties have executed this Collective Agreement by affixing hereto the signatures of their proper officers in that behalf.

ON BEHALF OF THE BRENDA STAFFORD
FOUNDATION LTD.



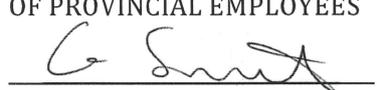
PRESIDENT & CEO



WITNESS

01/02/2021
DATE

ON BEHALF OF ALBERTA UNION
OF PROVINCIAL EMPLOYEES



PRESIDENT

WITNESS

January 27, 2021
DATE

LETTER OF UNDERSTANDING #1 – ALTERNATIVE LINE SELECTION PROCESS

The parties may agree to the following alternative line selection process in the event the Employer decides to change the staffing model which results in significant changes (reduction, addition or elimination) to the master rotation for Licensed Practical Nurses (LPN), Health Care Aides (HCA) and other classifications in the bargaining unit.

The parties recognize the value of meeting prior to a layoff process occurring. The purpose of this meeting is to discuss the process of how layoffs will take place, review the current seniority list, and discuss other relevant factors. The parties will also discuss the process to be followed for Employees on approved leave of absence or sick leave.

LINE SELECTION PROCEDURE

- Step 1 The Employer will discuss the proposed line selection procedure with the Union and the implementation date of the new rotation/schedule proposed by the Employer.
- Step 2 The Employer will provide the Union with revised master line rotations/shift schedules (of classifications and positions that are directly affected or could be affected). Any concerns with proposed schedules are reviewed and discussed before the implementation of the layoff and selection procedure.
- Step 3 The Employer will provide the Union with an updated Seniority List.
- Step 4 Employees will be informed, at a meeting, of the proposed changes and provided with an explanation of the layoff process, along with the implementation date of the new rotation/schedule.
- Copies of the final revised schedule(s) shall be posted for each employee to review prior to the selection date.
- Step 5 The Employer and the Union will agree to the date for Employees to select (pick) their line rotation, which shall be scheduled to in a timely manner to meet the implementation date of the new rotation/schedule.
- Step 6 Employees will be scheduled in appropriate time intervals in accordance with the updated seniority list (most senior first) in order to allow the Employee to make their selection. In other words, the most senior employee in each classification will select first and each subsequent selection will be in order of seniority. The Employee may select any line rotation in the same classification, regardless of status, FTE (meaning the senior employee may select a higher rates status [FT or PT] or higher rated FTE).
- Step 7 The revised master line rotation/shift schedule will be made available for Employees, in that classification, to reselect their positions. Employees will be entitled to either indicate their selection using the procedure above or accept the layoff and/or severance.

Both management and union representatives will be present at the meeting.

The Employees will have the choice of coming into the workplace or providing a contact telephone number where they can be reached at their set time. Employee(s) will make their selection or provide a number of line selections options if the Employee is not available by telephone or unable to attend in person.

Employees who are unable to come in or phone in may provide the choice of selection in writing; this must be done in a timely manner as not to delay the implementation date.

Employees with no available positions would receive their required working notice period or pay in lieu of notice.

Step 8 At the conclusion of this notice period the new schedule becomes active on the date determined by the Employer.

No new employees will be hired while employees remain on the layoff and recall list, unless the staff on layoff refuse to accept the lines available.

Employees remaining on the layoff and recall list shall be offered all casual hours first on the basis of their seniority and availability up to previous regular hours (previous FTE).

Employees on layoff or notice of layoff shall be given preference for temporary postings. An employee who has been recalled to such temporary vacancy shall not be required to accept such recall and may instead remain on layoff.

The posting procedure in the Collective Agreement shall not apply until the recall process has been completed.

Any laid off regular employee shall retain all rights of recall for a period of twelve (12) months.

Regular employees, who in receipt of health care benefits and insurance, reduced under the eligibility threshold in Schedule B of the Collective Agreement shall have their health benefits and insurance enrollment and entitlement protected (grandfathered), and therefore continued.

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

Any alteration of employment and or position thereafter for any Employee will be regulated by the terms of this Collective Agreement and subject to written mutual agreement between the Parties.

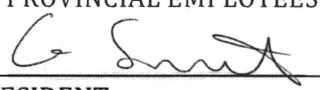
This letter of agreement shall be in full force and effect on the date of ratification.

ON BEHALF OF THE BRENDA STAFFORD
FOUNDATION LTD.



PRESIDENT & CEO

ON BEHALF OF ALBERTA UNION
OF PROVINCIAL EMPLOYEES



PRESIDENT

LETTER OF UNDERSTANDING #2 – LEAVES OF ABSENCE UNDER EMPLOYMENT
STANDARDS CODE

1. The Parties agree that the Employer shall provide the following leaves in accordance with the entitlements set out in the Alberta *Employment Standards Code* in effect as of January 1, 2019.
2. **Compassionate Care Leave**
An Employee who has been employed for at least ninety (90) days is entitled to unpaid compassionate care leave for a period of up to twenty-seven (27) weeks in accordance with the *Employment Standards Code* and the *Employment Insurance Act* for the purpose of providing care or support to a seriously ill family member.

A Regular Employee shall continue to be covered according to the Article 22 - Benefits plan and policy conditions throughout the period of Leave Without Pay. The Employee shall be responsible for the full payment of all premiums (both Employer and Employee share).

Qualified relative means a person in a relationship to the Employee for whom the Employee would be eligible for the compassionate care benefit under the legislation.
3. **Critical Illness of a Child Leave**
Employees will be granted unpaid leave up to thirty-six (36) weeks of job protection for or the purpose of providing care or support to their child in accordance with the *Employment Standards Code* and Employment Insurance (EI) legislation.
4. **Death or Disappearance of a Child Leave**
Employees will be granted unpaid leave up to fifty-two (52) weeks of job protection for employees whose children have disappeared due to a crime or up to one hundred and four (104) weeks if child died due to a crime in accordance with the *Employment Standards Code* and Employment Insurance (EI) legislation.
5. **Domestic Violence Leave**
An employee who is a victim of domestic violence and has been employed by the same employer for at least ninety (90) days is entitled to unpaid domestic violence leave of up to ten (10) days in a calendar year in accordance with the *Employment Standards Code*.
6. **Family Responsibility Leave**
An employee who has been employed by the same employer for at least ninety (90) days is entitled to up to five (5) days of unpaid leave in a calendar year, but only to the extent that the leave is necessary for the employee to meet their family responsibilities in relation to a family member in accordance with the *Employment Standards Code*.
7. **Education Leave**
 - (a) For the purpose of determining salary increments, an Employee who is granted leave of absence for educational purposes, subject to the conditions provided in Article 18, shall be deemed to remain in the continuous service of the Employer for the first eighteen (18) months of such period of leave.
 - (b) During an Employee's educational leave, they may work as a Casual Employee with the Employer without adversely affecting their reinstatement to the position from which they are on leave.

8. **Military Leave**

An Employee who has completed twenty-six (26) weeks of employment and is required by military authorities to attend training or perform military services shall be granted leave without pay for up to twenty (20) days per year for annual training.

9. **Citizenship Ceremony Leave**

Employees will be granted unpaid leave for employees to attend a citizenship ceremony in accordance with the *Citizenship Act* (Canada).

ON BEHALF OF THE BRENDA STAFFORD
FOUNDATION LTD.



PRESIDENT & CEO

ON BEHALF OF ALBERTA UNION
OF PROVINCIAL EMPLOYEES



PRESIDENT

**LETTER OF UNDERSTANDING #3 - ATTENDANCE INCENTIVE TO SICK LEAVE
CONVERSION**

The parties acknowledge that prior to certification by the Union, a Regular Employee with at least fifteen (15) hours per week worked and who completed the probationary period received an "attendance incentive" benefit provided they met the requirements of the program.

Effective the date of ratification of this first collective agreement between the parties, the "attendance incentive" benefit will cease and Regular Employees will be eligible for sick leave in accordance with Article 11.

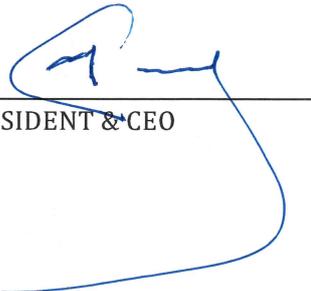
As of the date of ratification, the hours accumulated by a Regular Employee under the "attendance incentive" benefit will be converted to sick leave accrued.

Regular Employees who convert greater than the maximum accrual of sixty (60) days will be grandfathered, meaning an Employee with more than sixty (60) days of "attendance incentive" benefit will maintain a sick leave balance in excess of the sixty (60) days until the sick leave accrual balance is reduced below sixty (60) days.

Effective February 27, 2020 Regular Employees will continue to earn the "attendance incentive" benefit until the date of ratification but no "attendance incentive" benefit will be paid pending the transfer of the new sick leave accrual balance.

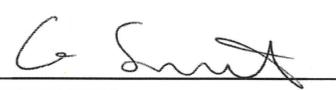
This letter of understanding expires effective December 30, 2022 and will not be included in subsequent collective agreements.

ON BEHALF OF THE BRENDA STAFFORD
FOUNDATION LTD.



PRESIDENT & CEO

ON BEHALF OF ALBERTA UNION
OF PROVINCIAL EMPLOYEES



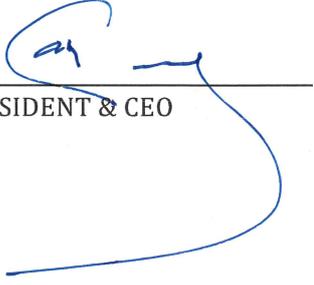
PRESIDENT

LETTER OF UNDERSTANDING #4 – PREMIUM PAY WAGE GRID INCREASE

WHEREAS Alberta Health Services announced they will provide funds to the Contract Operators (the Employer) to provide a temporary premium (increase) of \$2.00 per hour to Health Care Aides effective April 20, 2020 (the “COVID-19 HCA Wage Increase”); therefore

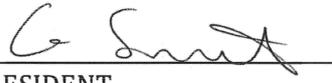
1. The parties agree that the Employer shall continue to pay this premium/ increase until such time as these funds cease to be paid by Alberta Health Services for this purpose. At the time funding ceases, payment to Health Care Aides will revert to their normal hourly wage that was in effect prior to April 20, 2020.
2. The parties agree that any legislative and employer benefits that normally come off an employee’s salary would be deducted from the \$2.00.

ON BEHALF OF THE BRENDA STAFFORD
FOUNDATION LTD.



PRESIDENT & CEO

ON BEHALF OF ALBERTA UNION
OF PROVINCIAL EMPLOYEES



PRESIDENT