

LETTER OF UNDERSTANDING

Bethany Nursing Home of Camrose, Alberta

(the "Employer")

-AND-

The Alberta Union of Provincial Employees

Local 047 Chapter 002

(the "Union")

RE: HOME CARE BRIDGING AGREEMENT

WHEREAS the Union became the certified bargaining agent of employees described under the Labour Relations Board certificate No. C1837-2020 ("Home Care Employees");

AND WHEREAS the Parties entered into an interim work place agreement on October 16, 2020 to address basic terms and conditions of employment until the parties have concluded a first collective agreement;

AND WHEREAS the Parties have agreed to negotiate terms and conditions as a first collective agreement for the Home Care Employees to be incorporated within the existing terms and conditions of the Collective Agreement currently in effect between the Bethany Nursing Home of Camrose, Alberta at Rosehaven Care Centre and Bethany Long Term Care (all Auxiliary Hospital, Nursing Home and designated supportive housing sites) and the Alberta Union of Provincial Employees, Local 047/002 (the "Health Collective Agreement");

AND WHEREAS the Parties agree that certain provisions of the Health Collective Agreement do not apply, require amendment, or do not fully address the intended terms and conditions of the Home Care Employees;

AND WHEREAS the Parties intend to address any differences between the Health Collective Agreement and the terms and conditions of the Home Care Employees through an Addendum to the Health Collective Agreement;

AND WHEREAS as of the date of the signing of this Letter of Understanding, the Parties had commenced bargaining of the Health Collective Agreement and had reached agreement on certain non-monetary Articles;

AND WHEREAS as of the date of the signing of this Letter of Understanding, the Parties had agreed to adjourn bargaining of the Health Collective Agreement until September 2021.

AND WHEREAS the Parties understand that any agreement noted within this Letter of Understanding may be subject to change pending further negotiation once collective bargaining resumes;

THEREFORE, the Parties agree as follows:

1. The following Addendum shall be attached to the Health Collective Agreement which shall apply to all Home Care Employees unless and until otherwise agreed by the Parties through collective bargaining:

ADDENDUM A: LOCAL CONDITIONS APPLICABLE TO HOME CARE EMPLOYEES

The Bethany Group (the “Employer) and the Alberta Union of Provincial Employees, Local 0047 (“AUPE) have agreed to negotiate terms and conditions for employees described under the Labour Relations Board certificate No. C1837-2020 (“Home Care Employees”) as a first collective agreement to be incorporated within the existing terms and conditions of the Collective Agreement currently in effect between the Bethany Nursing Home of Camrose, Alberta at Rosehaven Care Centre and Bethany Long Term Care (all Auxiliary Hospital, Nursing Home and designated supportive housing sites) and the Alberta Union of Provincial Employees, Local 047/002 (the “Health Collective Agreement”).

This Addendum shall form part of the Health Collective Agreement. The Parties agree that all terms and conditions in the Health Collective Agreement shall apply to the Home Care Employees unless excepted, amended, or supplemented within this Local Condition.

This Addendum shall apply unless and until the parties agree otherwise through collective bargaining.

Articles in the Health Agreement With No Application

The following Articles in the Health Collective Agreement shall not apply to the Home Care Employees:

Article 18 – Acting Incumbents

Article 20 – Hours of Work

Article 22 – On-Call

Article 23 – Call-Out

Articles in the Health Agreement Amended

The following Articles in the Health Collective Agreement shall be amended and apply as follows to the Home Care Employees:

1. Article 20 – Hours of Work

The Parties agree that Article 20 in the Health Agreement shall not apply to the Home Care Employees, and the Parties agree to make good faith efforts to negotiate new language to address Hours of Work for Home Care Employees. Until new language is agreed upon, the existing terms, conditions, policies and practice of the Employer shall govern the hours of work and scheduling of the Home Care Employees.

2. Article 21 - OVERTIME

Article 21 shall be amended as follows:

21.03 An employee who has been authorized to work overtime and who is employed in a classification that is not excluded from premium overtime payment shall be compensated as follows:

(a) Where overtime is controlled on a daily basis:

(i) subject to Clause 21.08, for overtime hours worked on a regularly scheduled work day at one and one-half times (1.5X) their regular hourly salary for hours worked in excess of their regular daily hours;

(b) For overtime hours worked on day(s) of rest:

(i) at one and one-half times (1.5X) their regular hourly salary for all hours worked;

(c) at one and one-half times (1.5X) their regular hourly salary for all hours worked on subsequently scheduled day(s) of rest in that rest period:

3. Article 25 – SHIFT DIFFERENTIAL

Article 25 shall be amended as follows:

25.01 Where, because of operational requirements, an Employee is scheduled by the Employer to work shifts, that Employee shall receive, effective the date of ratification:

- (a) For all Employees: two dollars and fifty (\$2.50) cents per hour for working a shift where the majority of hours in such shift fall between 1600 (4:00 P.M.) and 0800 (8:00 A.M)

4. Article 26 – WEEKEND PREMIUM

Article 26 shall be amended as follows:

26.01 An Employee who works Saturday or Sunday of their regularly scheduled work week, shall receive effective the date of ratification:

- (a) For all Employees: A Weekend Premium of two dollars and twenty-five (\$2.25) cents for each hour worked from midnight Friday to midnight Sunday. The Weekend Premium shall not be paid to an Employee who is not regularly scheduled to work weekends and receives overtime compensation for working Saturday or Sunday as a day of rest.

5. Article 31 –PREPAID HEALTH BENEFITS

The Parties agree that the following provisions require amendment as noted herein with respect to the cost share of the premiums.

The Parties further agree that the actual coverage provided by either Insurance, Long-Term Disability, and/or Dental shall be governed by the terms of the plans that have applied to Home Care Employees, as per The Bethany Group Terms and Conditions of Employment - Non-Certified. Such terms replace those provisions of the Health Care Agreement that provide for specific and particular types of coverage.

Article 31 shall be amended as follows:

Article 31.04

(B) Insurance

B31.01

(c) The Employer shall pay fifty percent (50%) and the Employee shall pay fifty percent (50%) of the monthly premium costs where an Employee is covered for the insurance pursuant to Sub-Clauses (a) and (b) above.

B31.02

(b) The Employer shall pay fifty percent (50%) and the Employee shall pay fifty percent (50%) of the monthly premium costs where an Employee is covered for the insurance pursuant to Sub-Clause (a) above.

(C) Long-Term Disability (LTD)

C31.02 The Employer shall pay fifty percent (50%) and the Employee shall pay fifty percent (50%) of the monthly premium costs for Long Term Disability benefits.

(E) Flexible Spending Account

E31.01

(b) A sum of eight hundred dollars shall be allocated by the Employer to the Flexible Spending Account for each Full Time Employee.

2. Salary Appendix

The following shall be added to the Salary Appendix:

Pay Classification

Home Support Worker [HSWO] (Home Care)

Effective	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8
1-Sep-17	\$19.92	\$20.96	\$21.64	\$22.29	\$23.02	\$23.54	\$24.21	\$24.95

SIGNED ON BEHALF OF THE EMPLOYER

SIGNED ON BEHALF OF THE UNION

Per:



The Bethany Group

Per:



Alberta Union of Provincial Employees

Date: 15 June 2021

Date: June 18, 2021