| Article | Title | Old Language | | New Languag | ge |
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| | Purpose and Preamble | | | Current | |
| 1 | Term of Collective Agreement | 1.01 | Except where otherwise stated in this Collective Agreement, this agreement including appendices, unless altered by mutual consent of both Parties, shall be in force and effect from October 15, 2019, up to and including December 31, 2021, and from year to year thereafter unless amended or terminated. Notification of desire to amend or terminate may be given in writing by either Party to the other Party during the period between sixty (60) and one hundred and twenty (120) days prior to its expiration. | 1.01 | Except where otherwise stated in this Collective Agreement, this agreement including appendices, unless altered by mutual consent of both Parties, shall be in force and effect from October 15, 2019 January 1, 2022, up to and including December 31, 2021 2024, and from year to year thereafter unless amended or terminated. Notification of desire to amend or terminate may be given in writing by either Party to the other Party during the period between sixty (60) and one hundred and twenty (120) days prior to its expiration. |
| | | 1.02 | Where notice is served by either Party to commence collective bargaining, this Collective Agreement shall continue in full force and effect until a new Collective Agreement has been executed. | 1.02 | Where notice is served by either Party to commence collective bargaining, this Collective Agreement shall continue in full force and effect until a new Collective Agreement has been executed. |
| | | 1.03 | null and void any provisions of this Agreement, the remaining provisions shall remain in effect for the term of the Agreement. | 1.03 | In the event that any law passed by the Government of Alberta, or Canada renders null and void any provisions of this Agreement, the remaining provisions shall remain in effect for the term of the Agreement. |
| | | 1.04 | The parties agree there will be no strikes or lockouts while this Collective Agreement is in effect. | 1.04 | The parties agree there will be no strikes or lockouts while this Collective Agreement is in effect. |
| 2 | Definitions | 2.01 | "Code" means Labour Relations Code, as amended from time to time. | 2.01 | "Code" means Labour Relations Code, as amended from time to time. |
| | | 2.02 | "Arbitration" shall take meaning from the appropriate section of the Code dealing with the resolution of a dispute or difference. | 2.02 | "Arbitration" shall take meaning from the appropriate section of the Code dealing with the resolution of a dispute or difference. |
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| T | | 2.03 | "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. | 2.03 | "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. |
| | | 2.04 | "Basic Rate of Pay" shall mean the incremental step in the Salaries Appendix applicable to an Employee in accordance with the term of this Collective Agreement, exclusive of all premium payments. | 2.04 | "Basic Rate of Pay" shall mean the incremental step in the Salaries Appendix applicable to an Employee in accordance with the term of this Collective Agreement, exclusive of all premium payments. |
| | | 2.05 | "Continuous Employment" shall mean the period of uninterrupted employment within the Bargaining Unit. | 2.05 | "Continuous Employment" shall mean the period of uninterrupted employment within the Bargaining Unit. |
| | | 2.06 | "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 shall be determined in accordance with the following: | 2.06 | "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 shall be determined in accordance with the following: |
| | | | (a) "Regular Employee" is one who works on a full-time or part-time basis on regularly scheduled shifts of continuing nature. | | (a) "Regular Employee" is one who works on a full-time or part-time basis on regularly scheduled shifts of continuing nature. |
| | | | (i) "Full-time Employee" is one who is regularly scheduled to work the full specified hours in the "Hours of Work" Article of this Collective Agreement; | | (i) "Full-time Employee" is one who is regularly scheduled to work the full specified hours in the "Hours of Work" Article of this Collective Agreement; |
| | | | (ii) "Part-time Employee" is one who is regularly scheduled for less than the regular hours specified in the "Hours of Work" Article of this Collective Agreement. | | (ii) "Part-time Employee" is one who is regularly scheduled for less than the regular hours specified in the "Hours of Work" Article of this Collective Agreement. |

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| # | | | (b) | "Casua | al Employee" is one who: | | (b) | "Casua | l Employee" is one who: |
| | | | | (i) | is regularly scheduled for a period of three (3) months or less for a specific job; or | | | (i) | is regularly scheduled for a period of three (3) months or less for a specific job; or |
| | | | | (ii) | relieves for absences the duration of which is three (3) months or less; or | | | (ii) | relieves for absences the duration of which is three (3) months or less; or |
| | | | | (iii) | works on a call in basis and is not regularly scheduled. | | | (iii) | works on a call in basis and is not regularly scheduled. |
| | | | (c) | is hire | orary Employee" is one who d on a temporary basis for a ne or part-time position: | | (c) | is hired | orary Employee" is one who d on a temporary basis for a ne or part-time position: |
| | | | | (i) | for a specific job of more than three (3) months but less than twelve (12) months; or | | | (i) | for a specific job of more than three (3) months but less than twelve (12) eighteen (18) months; or |
| | | | | (ii) | to replace a full-time or part-time Employee who is on approved leave of absence for a period in excess of three (3) months; or | | | (ii). | to replace a full-time or part-time Employee who is on approved leave of absence for a period in excess of three (3) months; or |
| | | | | (iii) | to replace a full-time 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; | | | (iii). | to replace a full-time 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; |
| | | | will b | | imployment status thereafter ated by the terms of this eement. | | will be | | mployment status thereafter ated by the terms of this eement. |
| | | 2.07 | | | all mean and include such ay from time to time be | 2.07 | | | all mean and include such ay from time to time be |

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| - | | | appointed, or designated to carry out administrative duties in respect of the operation and management of the River Ridge Retirement Residence. | | appointed, or designated to carry out administrative duties in respect of the operation and management of the River Ridge Retirement Residence. |
| | | 2.08 | "Retirement Residence" means the care Residence named as "Employer" in this Collective Agreement. | 2.08 | "Retirement Residence" means the care Residence named as "Employer" in this Collective Agreement. |
| | | 2.09 | "Licensed Practical Nurse (L.P.N.) Registration" shall take meaning from the Health Professions Act R.S.A. 2000, c.H-7 as amended. Registration is not membership in the Union. | 2.09 | "Licensed Practical Nurse (L.P.N.) Registration" shall take meaning from the Health Professions Act R.S.A. 2000, c.H-7 as amended. Registration is not membership in the Union. |
| | | 2.10 | "Shift" shall mean a daily tour of duty exclusive of overtime hours. | 2.10 | "Shift" shall mean a daily tour of duty exclusive of overtime hours. |
| | | | (a) "Shift Cycle" means the period of time when the shift schedule repeats itself. Where the shift schedule does not repeat itself, the term "Shift Cycle" shall be understood to mean a period of time not exceeding four (4) weeks. | | (a) "Shift Cycle Rotation" means the period of time when the shift schedule repeats itself. Where the shift schedule does not repeat itself, the term "Shift Cycle Rotation" shall be understood to mean a period of time not exceeding four (4) weeks. |
| | | | (b) "Shift Pattern" means days and/or evenings and/or night shifts. | | (b) "Shift Pattern" means days and/or evenings and/or night shifts. |
| | | 2.11 | "Month" is the period of time between the date in one month and the succeeding date in the following month. | 2.11 | "Month" is the period of time between the date in one month and the succeeding date in the following month. |
| | | 2.12 | "Union Representative" means a representative from the Union authorized by the Union to act on behalf of an Employee. | 2.12 | "Union Representative" means a representative from the Union authorized by the Union to act on behalf of an Employee. |
| | | 2.13 | "Local" means the Local of AUPE. | 2.13 | "Local" means the Local of AUPE. |
| | | 2.14 | "Shall" shall be interpreted to be mandatory rather than directory. | 2.14 | "Shall" shall be interpreted to be mandatory rather than directory. |
| | | 2.15 | "Bargaining Unit" shall mean the unit of | 2.15 | "Bargaining Unit" shall mean the unit of |

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| | | | | yees as described on the Labour ons Board Certificate. | | | oyees as described on the Labour ons Board Certificate. |
| | | 2.16 | "Positio | on" shall mean: | 2.16 | "Posit | ion" shall mean: |
| | | | (a) | the Employee status | | (a) | the Employee status |
| | | | (b) | the classification | | (b) | the classification |
| | | | (c) | the number of scheduled bi-weekly hours | | (c) | the number of scheduled bi-weekly hours |
| | | 2.18 | | " shall mean either full-time or part- temporary or casual as defined | 2.18 | | s" shall mean either full-time or part- r temporary or casual as defined |
| | | 2.19 | | fication" shall mean job title and pay stablished for the job title. | 2.19 | | sification" shall mean job title and pay established for the job title. |
| | | 2.20 | | s" shall mean AUPE and River Retirement Residence. | 2.20 | | es" shall mean AUPE and River Retirement Residence. |
| 3 | Recognition and Application | 3.01 | (a) | The Employer recognizes the Union as the sole bargaining agent as described in the certificate issued pursuant to the Code. | 3.01 | (a) | The Employer recognizes the Union as the sole bargaining agent as described in the certificate issued pursuant to the Code. |
| | | | (b) | 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. | | (b) | 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. |
| | | 3.02 | who are exclude have l | greement will not apply to persons re agreed between the parties to be ed from the bargaining unit, or who been determined by the Labour ns Board to be excluded under the ons of the Labour Relations Code | 3.02 | who a exclud have Relation | agreement will not apply to persons are agreed between the parties to be led from the bargaining unit, or who been determined by the Labour ons Board to be excluded under the tions of the Labour Relations Code |
| | | 3.03 | | s whose jobs are not in the bargaining all not perform bargaining unit work, | 3.03 | | ns whose jobs are not in the bargaining nall not perform bargaining unit work, |

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| # | | except for purposes of instruction, in an emergency, or due to unforeseen short term circumstances, or in situations where persons outside of the bargaining unit have normally performed such work in the past, 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. 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. | | except for purposes of instruction, in an emergency, or due to unforeseen short term circumstances, or in situations where persons outside of the bargaining unit have normally performed such work in the past, 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. 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. |
| | 3.04 | No Employee shall be required or permitted to make any written or verbal agreement, which may be in conflict with this Agreement. | 3.04 | No Employee shall be required or permitted to make any written or verbal agreement, which may be in conflict with this Agreement. |
| | | (a) For the purposes of this Collective Agreement, the Union shall be represented by its properly appointed officers. The Union shall provide the Employer with a current list of the officer's names. | | (a) For the purposes of this Collective Agreement, the Union shall be represented by its properly appointed officers. The Union shall provide the Employer with a current list of the officer's names. |
| | | (b) The Employer shall grant Union Representatives access to its premises for Union business subject to the notification and approval of the Executive Director or their designate. | | (b) The Employer shall grant Union Representatives access to its premises for Union business subject to the notification and approval of the Executive Director or their designate. |
| | | (c) Union membership meetings may be held on Employer premises subject to the approval of the Employer. | | (c) Union membership meetings may be held on Employer premises subject to the approval of the Employer. |
| | 3.05 | All correspondence between the parties shall flow between designated representatives of the Employer and | 3.05 | All correspondence between the parties shall flow between designated representatives of the Employer and |

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| # | | designated representatives of the Union. Both parties shall advise each other, in writing, of the names of their representatives. | | designated representatives of the Union. Both parties shall advise each other, in writing, of the names of their representatives. |
| | 3.06 | (a) The Employer shall advise new Employees of the fact that a Collective Agreement is in effect. Employees shall be given a Union orientation of not more than fifteen (15) minutes by the Union on the Employer's time. | 3.06 | (a) The Employer shall advise new Employees of the fact that a Collective Agreement is in effect. Employees shall be given a Union orientation of not more than fifteen (15) minutes by the Union on the Employer's time. |
| | | (b) An Employee shall have the right to wear the Union apparel/lapel pin/button during working hours. | | (b) An Employee shall have the right to wear the Union apparel/lapel pin/button during working hours. |
| | 3.07 | The Employer and the Union will each pay one-half (1/2) of the cost of printing enough copies of this Agreement to provide each Employee with one (1) copy. A copy of the Collective Agreement shall be provided to each Employee on commencement of employment by the Employer or at the Union Orientation. The printing of the Collective Agreements will be processed at AUPE Headquarters. | 3.07 | The Employer and the Union will each pay one-half (1/2) of the cost of printing enough copies of this Agreement to provide each Employee with one (1) copy. A copy of the Collective Agreement shall be provided to each Employee on commencement of employment by the Employer or at the Union Orientation. The printing of the Collective Agreements will be processed at AUPE Headquarters. |
| | | Application of the Collective Agreement | | Application of the Collective Agreement |
| | 3.08 | 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. | 3.08 | 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. |
| | 3.09 | Any changes deemed necessary in the Collective Agreement shall be made by | 3.09 | Any changes deemed necessary in the Collective Agreement shall be made by |

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| | | | 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. | | 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. |
| | | 3.10 | Where a conflict exists between a provision contained in this Collective Agreement and the subject matter is covered by the Employer's policies, regulations, guidelines or directives, the Collective Agreement shall apply. | 3.10 | Where a conflict exists between a provision contained in this Collective Agreement and the subject matter is covered by the Employer's policies, regulations, guidelines or directives, the Collective Agreement shall apply. |
| | | 3.11 | Throughout this Collective Agreement, a word used in the feminine gender applies also in the masculine gender and vice versa, and a word used in the singular applies also to the plural, unless the context otherwise requires. | 3.11 | Throughout this Collective Agreement, a word used in the feminine gender applies also in the masculine gender and vice versa, and a word used in the singular applies also to the plural, unless the context otherwise requires. |
| 4 | Union Membership | 4.01 | All Employees have the right: | 4.01 | All Employees have the right: |
| | and Dues Deduction | | (a) to be members of the Union and to participate in its lawful activities; | | (a) to be members of the Union and to participate in its lawful activities; |
| | | | (b) to bargain collectively with the Employer through the Union; | | (b) to bargain collectively with the Employer through the Union; |
| | | | (c) to voluntary membership in the Union; | | (c) to voluntary membership in the Union; |
| | | 4.02 | All Employees shall be required to pay Union Dues. The Employer shall, therefore, as a condition of employment, deduct each pay period the amount of the Union Dues as set by the Union from time to time from the pay of all Employees. | 4.02 | All Employees shall be required to pay Union Dues. The Employer shall, therefore, as a condition of employment, deduct each pay period the amount of the Union Dues as set by the Union from time to time from the pay of all Employees. |
| | | 4.03 | (a) The Employer shall remit Union Dues deducted from the pay of all Employees to the Union on a monthly basis no later than fifteen (15) days into the following month. Where an accounting adjustment is | 4.03 | (a) The Employer shall remit Union Dues deducted from the pay of all Employees to the Union on a monthly basis no later than fifteen (15) days into the following month. Where an accounting adjustment is |

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| # | | | | necessary to correct an over or under payment of dues, it shall be effected in the succeeding month. The deduction remitted shall be accompanied by a list specifying the following: | | | necessary to correct an over or under payment of dues, it shall be effected in the succeeding month. The deduction remitted shall be accompanied by a list specifying the following: |
| | | | | • the Employee's name; | | | • the Employee's name; |
| | | | | • identification number; | | | • identification number; |
| | | | | the amount of deduction for each Employee; | | | the amount of deduction for each Employee; |
| | | | | the amount of the Employee's monthly earnings. | | | the amount of the Employee's monthly earnings. |
| | | | (b) | Additionally, the Employer shall supply to the Union, not less than two times per year at the Union's request, a report from the Employer's records including the following Employee information: | | (b) | Additionally, the Employer shall supply to the Union, not less than two times per year at the Union's request, a report from the Employer's records including the following Employee information: |
| | | | | mailing address; | | | mailing address; |
| | | | | • classification; | | | • classification; |
| | | | | • commencement date; | | | • commencement date; |
| | | | | hourly rate of pay. | | | hourly rate of pay. |
| | | 4.04 | a pero not le chang deduc deduc Emple | ues structure of the Union shall be on centage basis and the Union shall give ess than thirty (30) days notice of any ge in the rate at which dues are to be cted. Any change in the amount of ctions shall be implemented by the over at the next possible pay period ving expiry of the notice period. | 4.04 | a pero not le chang deduc deduc Emplo | ues structure of the Union shall be on centage basis and the Union shall give ss than thirty (30) days' notice of any ge in the rate at which dues are to be cted. Any change in the amount of ctions shall be implemented by the over at the next possible pay period ving expiry of the notice period. |
| | | 4.05 | | Employer will indicate the dues cted and enter the amount on the T-4 | 4.05 | | Employer will indicate the dues eted and enter the amount on the T-4 |

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| | | 4.07 | slips supplied to the Employee. | 1.00 | slips supplied to the Employee. |
| | | 4.06 | The Union and its members shall hold Employer harmless and indemnified fr any liability which arises out of a deductions and remittances. | m | The Union and its members shall hold the Employer harmless and indemnified from any liability which arises out of any deductions and remittances. |
| 5 | Management Rights | | | Current | |
| 6 | Respect in the Workplace | | | Current | |
| 7 | Training | 7.01 | (a) The parties to this agreem recognize the value of training a education for Employees and the responsibility for sucontinuing education lies not owith the individual, but also with the Employer. The term "training includes: orientation, acquisite and maintenance of essential skand other programs, which may offered by the Employer. | nd lat ch lly th g" on lls | (a) The parties to this agreement recognize the value of training and education for Employees and that the responsibility for such continuing education lies not only with the individual, but also with the Employer. The term "training" includes: orientation, acquisition and maintenance of essential skills and other programs, which may be offered by the Employer. |
| | | | (b) Employees who, with the praper approval of their Execut Director, attend a training development program shall suffer a loss of pay for suattendance. An Employee, who required to attend a training courseminar by the Employer, she be paid at the applicable rate of program of the such a meeting | ve or ot ch is se all | (b) Employees who, with the prior approval of their Executive Director or Supervisor, attend a training or development program shall not suffer a loss of pay for such attendance. An Employee, who is required to attend a training course or seminar by the Employer, shall be paid at the applicable rate of pay for attendance at such a meeting. |
| | | | (c) The Employer's staff training a development will inclumandatory elements and mandatory elements, as modified from time-to-time. | de n- | (c) The Employer's staff training and development will include mandatory elements and non-mandatory elements, as modified from time-to-time., and may include, but not limited to the |

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| π | | | | | following: |
| | | | | | Emergency Preparedness (including fire, evacuation and disaster procedures); CPR and First Aid Training (when established by the Employer as a mandatory qualification); |
| | | | | | Occupational Health & Safety matters and prevention of personal injury; |
| | | | | | Prevention of resident abuse, Protections for Persons in Care legislation and regulations; privacy and client confidentiality; |
| | | | | | dementia care training, prevention and management of staff abuse; |
| | | | | | resident's rights and customer service; |
| | | | | | Workplace Hazardous Materials Information System (WHMIS). |
| | | | | 7.02 | The Employer shall make available training, as deemed appropriate by the Employer for the purpose of maintaining proficiency, including medication administration training for Health Care Aides. |
| 8 | Probationary Period and Orientation | 8.01 | Each Employee shall first serve a single probationary period of four hundred and fifty (450) hours worked. In the case of part-time or temporary Employees who upon completion of six (6) calendar months of employment and who have not completed | 8.01 | Each Employee shall first serve a single probationary period of four hundred and fifty (450) hours worked. In the case of part-time or temporary Employees who upon completion of six (6) calendar months of employment and who have not completed |

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| | | | four hundred and fifty (450) hours, their probationary period shall be deemed to have been completed. Casual Employees shall serve a single probationary period of four hundred and fifty (450) hours worked. The Employer shall provide written notice of completion of the Probation Period. | | four hundred and fifty (450) hours, their probationary period shall be deemed to have been completed. Casual Employees shall serve a single probationary period of four hundred and fifty (450) hours worked. The Employer shall provide written notice of completion of the Probation Period. |
| | | | If a Probationary Employee is unsatisfactory in the opinion of the Employer, such Employee may be dismissed or their employment terminated, in writing, at any time during the probationary period without cause, and such dismissal or termination of employment shall be subject to appeal through the grievance procedure but shall not be subject to arbitration. | | If a Probationary Employee is unsatisfactory in the opinion of the Employer, such Employee may be dismissed or their employment terminated, in writing, at any time during the probationary period without cause, and such dismissal or termination of employment shall be subject to appeal through the grievance procedure but shall not be subject to arbitration. |
| | | 8.02 | By mutual agreement in writing between the Union and the Employer, the probationary period may be extended up to a maximum of one hundred and fifty (150) hours worked. During the extended period if in the opinion of the Employer the Employee is found to be unsatisfactory, such Employee may be dismissed or have their employment terminated in writing at any time. Such dismissal or termination of employment shall not be subject to the arbitration. | 8.03 | By mutual agreement in writing between the Union and the Employer, the probationary period may be extended up to a maximum of one hundred and fifty (150) hours worked. During the extended period if in the opinion of the Employer the Employee is found to be unsatisfactory, such Employee may be dismissed or have their employment terminated in writing at any time. Such dismissal or termination of employment shall not be subject to the arbitration. |
| | | 8.03 | The Employer shall conduct a probationary review of each probationary Employee prior to the end of their probationary period. | 8.03 | The Employer shall conduct a probationary review of each probationary Employee prior to the end of their probationary period. |
| | | 8.04 | The Employer shall provide a paid orientation for all Employees, including: (a) an orientation to the site and/or | 8.04 | The Employer shall provide a paid orientation of up to three (3) complete shifts for all new Employees, including: |
| | | | Employer organization; (b) an Employee's request for up to | | (a) an orientation to the site and/or Employer organization; |
| | | | three (3) paid orientation shifts | | (b) an Employee's request for up to |

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| | | | | under guidance or supervision shall not be unreasonably denied. The orientation period may be extended at the Employer's discretion. | | | three (3) two (2) additional paid orientation shifts under guidance or supervision shall not be unreasonably denied. The orientation period may be extended at the Employer's discretion. |
| | | | | | | (c) | an additional orientation of one (1) shift to Memory Care, as required. |
| 9 | Seniority | 9.01 | (a) | The seniority date of all Regular Employees shall be the date upon which the Regular Employee commenced in the bargaining unit, including all prior periods of uninterrupted service as a Casual, Temporary, or Regular Employee. | 9.01 | (a) | The seniority date of all Regular Employees shall be the date upon which the Regular Employee commenced in the bargaining unit, including all prior periods of uninterrupted service as a Casual, Temporary, or Regular Employee. |
| | | | (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 Article 9.01(a). | | (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 Article 9.01(a). |
| | | 9.02 | Senior deterr | rity shall be considered in mining: | 9.02 | Senior deterr | rity shall be considered in nining: |
| | | | (a) | preference of vacation time; | | (a) | preference of vacation time; |
| | | | (b) | layoffs and recalls, subject to the provisions specified in Layoff and Recall Article; | | (b) | layoffs and recalls, subject to the provisions specified in Layoff and Recall Article; |
| | | | (c) | promotions, transfers, and in filling all vacancies within the bargaining unit subject to the provisions specified in the Appointments, Vacancies and Promotions Article; | | (c) | promotions, transfers, and in filling all vacancies within the bargaining unit subject to the provisions specified in the Appointments, Vacancies and Promotions Article; |
| | | 9.03 | | rity shall be considered broken, all forfeited, and there shall be no | 9.03 | | rity shall be considered broken, all forfeited, and there shall be no |

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| # | | | obliga | ation to rehire: | | obliga | tion to rehire: |
| | | | (a) | when the employment relationship is terminated by either the Employer or the Employee; | | (a) | when the employment relationship is terminated by either the Employer or the Employee; |
| | | | (b) | upon the expiry of twelve (12) months following the date of initial layoff, if during which time the Employee has not been recalled to work; | | (b) | upon the expiry of twelve (12) months following the date of initial layoff, if during which time the Employee has not been recalled to work; |
| | | | (c) | if an Employee does not return to work when recalled, as provided in the Layoff and Recall Article. | | (c) | if an Employee does not return to work when recalled, as provided in the Layoff and Recall Article. |
| | | 9.04 | Employersus Employersus enion providename their | rity lists shall be provided by the over to the Union twice per year and Employees have been served notice that to the provisions of Article 24. The over shall also post a copy of the rity list on the joint bulletin board ded. The seniority list shall contain the of each regular Employee, their status, date of hire, department(s) and the number of paid hours; | 9.04 | Emplo when pursua Emplo senior provio name their | rity lists shall be provided by the over to the Union twice per year and Employees have been served notice ant to the provisions of Article 24. The over shall also post a copy of the ity list on the joint bulletin board ded. The seniority list shall contain the of each regular Employee, their status, date of hire, department(s) and the number of paid hours; |
| | | 9.05 | Emplo provi | d a difference arise regarding an oyee's seniority, the Employer will de the Employee with the information sary to establish accurate seniority. | 9.05 | Emplo provid | d a difference arise regarding an oyee's seniority, the Employer will de the Employee with the information eary to establish accurate seniority. |
| | | 9.06 | shall the E Employers | mployee shall lose all seniority and be deemed to have quit the employ of mployer and the employment of the oyee shall be deemed to have been nated without further notice for any of illowing reasons: | 9.06 | shall b the Er Emplo termir | mployee shall lose all seniority and be deemed to have quit the employ of imployer and the employment of the byee shall be deemed to have been nated without further notice for any of clowing reasons: |
| | | | (a) | voluntarily resigns or retires; | | (a) | voluntarily resigns or retires; |
| | | | (b) | discharged for just cause and not reinstated through the grievance | | (b) | discharged for just cause and not reinstated through the grievance |

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| π | | procedure; | | procedure; | | | |
| | (c) | lay-off of a full-time Employee in excess of eighteen (18) months or when a part-time Employee who has not been scheduled to work for a period of twelve (21) months (unless on an Employer-approved leave of absence); | (c) | lay-off of a full-time Employee in excess of eighteen (18) months or when a part-time Employee who has not been scheduled to work for a period of twelve (21) months (unless on an Employer-approved leave of absence); | | | |
| | (d) | absence from work for three (3) consecutive working days without notifying the Employer, unless a reasonable explanation satisfactory to the Employer is provided; | (d) | absence from work for three (3) consecutive working days without notifying the Employer, unless a reasonable explanation satisfactory to the Employer is provided; | | | |
| | (e) | failure to return to work within five (5) calendar days (exclusive of Saturdays, Sundays and paid holidays) after being notified of recall by registered mail or by telephone. Registered mail sent to the Employee's most recent home address on their employment file shall be interpreted as proper notice and leaving a telephone message at such Employee's residence will also constitute proper notice. For purposes of recall it shall be the responsibility of the Employee to keep the Employer informed of their current address and telephone number; | (e) | failure to return to work within five (5) calendar days (exclusive of Saturdays, Sundays and paid holidays) after being notified of recall by registered mail or by telephone. Registered mail sent to the Employee's most recent home address on their employment file shall be interpreted as proper notice and leaving a telephone message at such Employee's residence will also constitute proper notice. For purposes of recall it shall be the responsibility of the Employee to keep the Employer informed of their current address and telephone number; | | | |
| | (f) | leaving the Employer's premises during regular working ours (not including meal breaks) without the permission of the Employer; | (f) | leaving the Employer's premises during regular working ours (not including meal breaks) without the permission of the Employer; | | | |
| | (g) | failure to report for work as scheduled at the end of a leave of absence, vacation, or suspension, | (g) | failure to report for work as scheduled at the end of a leave of absence, vacation, or suspension, | | | |

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| <u></u> | | | | unless a reasonable explanation is given by the Employee to the Employer; | | | unless a reasonable explanation is given by the Employee to the Employer; |
| | | | (h) | utilizes a leave of absence for reasons other than which it was granted without written approval from the Employer; | | (h) | utilizes a leave of absence for reasons other than which it was granted without written approval from the Employer; |
| | | | (i) | is absent from work for thirty (30) month due to illness or accident. The Employer agrees to abide to any obligations they may have under the <i>Alberta Human Rights Act</i> when applying this Article; | | (i) | is absent from work for thirty (30) months due to illness or accident. The Employer agrees to abide to any obligations they may have under the <i>Alberta Human Rights Act</i> when applying this Article; |
| | | | (j) | Engages in gainful employment while in receipt of sick leave payments or an unpaid sick leave without written approval from the Employer. | | (j) | Engages in gainful employment while in receipt of sick leave payments or an unpaid sick leave without written approval from the Employer. |
| 10 | Job Postings | | | | Current | | |
| 11 | Hours Work | of 11.01 | solely overti | ours and days in this article are stated for the purpose of calculating me and shall not be construed as a ntee of hours of work. | 11.01 | solely overtii | ours and days in this article are stated for the purpose of calculating me and shall not be construed as a ntee of hours of work. |
| | | 11.02 | <u>Full-ti</u> | <u>me Employees</u> | 11.02 | <u>Full-ti</u> | me Employees |
| | | | (a) | The regular hours of work for Full- time Employees shall be seventy five (75) hours in each period of fourteen (14) calendar days averaged over one (1) complete cycle of the shift schedule and the normal daily hours of work shall be seven point five (7.5) hours, exclusive of meal periods, unless the position necessitates an alteration which shall be subject to | | (a) | The regular hours of work for Full- time Employees shall be seventy- five (75) hours in each period of fourteen (14) calendar days averaged over one (1) complete cycle of the shift schedule and the normal daily hours of work shall be seven point five (7.5) hours, exclusive of meal periods, unless the position necessitates an alteration which shall be subject to |

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| π | | | mutual agreement between the Employer and the Union. | | mutual agreement between the Employer and the Union. |
| | | | Part-time Employees | | <u>Part-time Employees</u> |
| | | | (b) The regular hours of work for Parttime and Casual Employees shall be up to seventy five (75) hours over a period of fourteen (14) calendar days and the daily hours of work shall be up to seven point five (7.5) hours, exclusive of meal periods. | | (b) The regular hours of work for Part- time and Casual Employees shall be up to seventy-five (75) hours over a period of fourteen (14) calendar days and the daily hours of work shall be up to seven point five (7.5) hours, exclusive of meal periods. |
| | | 11.03 | This article shall not preclude the implementation of modified daily or biweekly hours of work by agreement between the Union, Employee and Employer. | 11.03 | This article shall not preclude the implementation of modified daily or biweekly hours of work by agreement between the Union, Employee and Employer. |
| | | 11.04 | Rest Periods | 11.04 | Rest Periods |
| | | | All Employees shall be permitted one (1) fifteen (15) minute rest period during each period of three point seven five (3.75) hours of work. | | All Employees shall be permitted one (1) fifteen (15) minute rest period during each period of three point seven five (3.75) hours of work. |
| | | 11.05 | Meal periods | 11.05 | Meal periods |
| | | | All Employees shall be permitted one thirty (30) minute unpaid meal period during all shifts greater than five (5) hours. | | All Employees shall be permitted one thirty (30) minute unpaid meal period during all shifts greater than five (5) hours. |
| | | | (a) The unpaid meal break shall be granted to all Employees at approximately the midpoint of each shift, where practical. | | (a) The unpaid meal break shall be granted to all Employees at approximately the midpoint of each shift, where practical. |
| | | | (b) If an Employee is recalled to duty during their paid rest break, they shall be given a full paid rest break later in their shift, or, where that is not possible, be paid for the break at one point five times (1.5X) the | | (b) If an Employee is recalled to duty during their paid rest break, they shall be given a full paid rest break later in their shift, or, where that is not possible, be paid for the break at one point five times (1.5X) the |

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| - 11 | | | | Employee's basic rate of pay. | | | Employee's basic rate of pay. |
| | | | (c) | If an Employee is required to work or is recalled to duty during their meal break, compensating time off for the full meal break shall be provided later in the shift, or they shall be paid at one point five times (1.5X) the basic rate of pay for the full meal break. | | (c) | If an Employee is required to work or is recalled to duty during their meal break, compensating time off for the full meal break shall be provided later in the shift, or they shall be paid at one point five times (1.5X) the basic rate of pay for the full meal break. |
| | | | (d) | If the Employer requires an Employee to be readily available for duty during their meal break, the Employee shall be so designated in advance and be paid for that meal break at the Employee's basic rate of pay. | | (d) | If the Employer requires an Employee to be readily available for duty during their meal break, the Employee shall be so designated in advance and be paid for that meal break at the Employee's basic rate of pay. |
| | | 11.06 | Shift So | <u>chedules</u> | 11.06 | Shift So | <u>chedules</u> |
| | | | (a) | Except in cases of emergency or by mutual agreement between the Employee, Employer and the Chapter Chairperson of the Union shift schedules shall provide for: | | (a) | Except in cases of emergency or by mutual agreement between the Employee, Employer and the Chapter Chairperson of the Union shift schedules shall provide for: |
| | | | | (i) at least eight (8) hours off duty between shifts; | | | (i) at least eight (8) hours off duty between shifts; |
| | | | | (ii) not more than six (6) consecutive scheduled days of work; | | | (ii) not more than six (6) consecutive scheduled days of work; |
| | | | | (iii) two (2) consecutive days of rest; | | | (iii) two (2) consecutive days of rest; |
| | | | | (iv) no split shifts <u>;</u> | | | (iv) no split shifts; |
| | | | | (v) no shift shall be less than three (3) hours. | | | (v) no shift shall be less than three (3) hours. |
| | | | (b) | The Employer, in scheduling shifts shall take in to consideration an | | (b) | The Employer, in scheduling shifts shall take in to consideration an |

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| The state of the s | | | Employees request for certain shift schedules subject to the requirements of Article 11.06 | | Employees request for certain shift schedules subject to the requirements of Article 11.06 | | |
| | | | (c) Except by mutual agreement between the Employer and the Union, an Employee shall receive at least one (1) weekend off in two (2) averaged over one (1) complete cycle of the shift schedule. A weekend shall be a Saturday and a Sunday. Named Holidays shall not be used as days off for the purposes of this Article | | (cb) Except by mutual agreement between the Employer and the Union, an Employee shall receive at least one (1) weekend off in two (2) averaged over one (1) complete cycle of the shift schedule. A weekend shall be a Saturday and a Sunday. Named Holidays shall not be used as days off for the purposes of this Article | | |
| | | 11.07 | Posting of Shift Schedules | 11.07 | Posting of Shift Schedules | | |
| | | The shift schedules will be posted on the notice board, at least four (4) weeks prior to the effective date of the schedule. When a change is made in the shift schedule by the Employer, the Employee shall be informed and when the change is made with less than three (3) calendar days notice the Employee shall be paid at time and one half (1.5X) their rate of pay for the first shift of the changed shift schedule. In the event of an act of God or emergency such as fire, flood or other circumstances beyond the control of the Employer, the three (3) day notice period will not apply. | | The shift schedules will be posted on the notice board, at least four (4) weeks prior to the effective date of the schedule. When a change is made in the shift schedule by the Employer, the Employee shall be informed and when the change is made with less than three (3) calendar days' notice the Employee shall be paid at time and one half (1.5X) their rate of pay for the first shift of the changed shift schedule. In the event of an act of God or emergency such as fire, flood or other circumstances beyond the control of the Employer, the three (3) day notice period will not apply. | | | |
| | | 11.08 | Requests for specific days off shall be submitted in writing to a supervisor one (1) week prior to the posting of each schedule. | 11.08 | Requests for specific days off shall be submitted in writing to a supervisor one (1) week prior to the posting of each schedule. | | |
| | | 11.09 | Shift Exchanges | 11.09 | Shift Exchanges | | |
| | | | (a) Employees may exchange shifts among themselves, provided that: | | (a) Employees may exchange shifts among themselves, provided that: | | |

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| π | | | | (i) | the exchange is agreed to, in writing, between the affected Employees; and | | | (i) | the exchange is agreed to, in writing, between the affected Employees; and |
| | | | | (ii) | prior approval of such exchange has been given by the Employee's immediate supervisor. | | | (ii) | prior approval of such exchange has been given by the Employee's immediate supervisor. |
| | | | | (iii) | and there is no additional cost to the Employer. | | | (iii) | and there is no additional cost to the Employer. |
| | | | (b) | writing | such a request is made in g, the Employer's reply shall in writing. | | (b) | writin | e such a request is made in g, the Employer's reply shall e in writing. |
| | | | (c) | | xchange shall be recorded on ft schedule. | | (c) | | exchange shall be recorded on ift schedule. |
| | | | (d) | a viola | xchange shall not be deemed tion of the provisions of this tive Agreement. | | (d) | a viola | exchange shall not be deemed ation of the provisions of this tive Agreement. |
| | | 11.10 | shall worki the ca hours and pa Emplo of their to wo twent | be consion day. A lendar de fall regarant de successiva de la lendar d | mencing at or about midnight dered the first shift of each a shift shall be entirely within ay in which the majority of ordless of what calendar day ch shift was actually worked. Il be aware that, in the course duties, they may be required arious shifts throughout the 4) hour period of the day and of the week. | 11.10 | shall I working the can hours and pan Employ of thei to wo twenty | oe consing day. In day | mencing at or about midnight dered the first shift of each A shift shall be entirely within day in which the majority of ardless of what calendar day ch shift was actually worked. All be aware that, in the course or duties, they may be required arious shifts throughout the (4) hour period of the day and of the week. |
| | | 11.11 | Addit | ional Cas | sual Shifts | 11.11 | Additi | ional Ca | sual Shifts |
| | | | addition writing shall opportant of the control of | onal hou g on a mo be give tunity to do not | ployees wishing to work urs and who so indicate in onthly basis to the Employer, wen preference and first work any additional hours trigger any additional or . Where more than one Part- | | addition writing shall opport and continuous and co | onal houg on a m be give tunity to do not | aployees wishing to work urs and who so indicate in conthly basis to the Employer, wen preference and first o work any additional hours trigger any additional or so. Where more than one Part- |

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| " | | | time Employee has requested to work additional hours the hours will be offered to the Employee within the unit having the most seniority. If all available shifts are not filled then casual Employees may be assigned shifts as equitably as possible. | | time Employee has requested to work additional hours the hours will be offered to the Employee within the unit having the most seniority. If all available shifts are not filled, then casual Employees may be assigned shifts as equitably as possible. |
| | | 11.12 | Any Employee who reports for work, as requested, or scheduled, and is sent home for any reason other than disciplinary, shall be paid for three (3) hours at the Employee's regular rate of pay. | 11.12 | Any Employee who reports for work, as requested, or scheduled, and is sent home for any reason other than disciplinary, shall be paid for three (3) hours at the Employee's regular rate of pay. |
| | | 11.13 | On the day fixed by proclamation, in accordance with the Daylight Savings Time Act, for 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 of one (1) hour in the shift involved shall be effected with the appropriate deduction in regular earnings. | 11.13 | On the day fixed by proclamation, in accordance with the Daylight Savings Time Act, for 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 of one (1) hour in the shift involved shall be effected with the appropriate deduction in regular earnings. |
| 12 | Overtime | 12.01 | Overtime Defined Overtime is all time authorized by the Employer and worked by an Employee in excess of seven point five (7.5) hours in a day or seventy-five (75) hours in a bi-weekly per pay period. The overtime rate is: (a) One and one-half times (1 1/2X) the applicable basic hourly rate for all overtime hours worked; | 12.01 | Overtime Defined Overtime is all time authorized by the Employer and worked by an Employee in excess of seven point five (7.5) hours in a day or seventy-five (75) hours in a bi-weekly per pay period. The overtime rate is: (a) One and one-half times (1 1/2X) the applicable basic hourly rate for all overtime hours worked; |
| | | 12.02 | Part-time Employees who are regularly scheduled to work less | 12.02 | Part-time Employees who are regularly scheduled to work less |

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| | | | than seventy-five (75) hours in a bi- weekly pay period will not qualify for overtime unless they have completed seventy-five (75) hours of work in the bi-weekly pay period or in excess of seven point five (7.5) hours in a day. | | than seventy-five (75) hours in a bi- weekly pay period will not qualify for overtime unless they have completed seventy-five (75) hours of work in the bi-weekly pay period or in excess of seven point five (7.5) hours in a day. |
| | | 12.03 | An Employee who is absent on paid time during their scheduled work week because of sickness, Union leave, bereavement, holidays or vacation shall, for the purpose of computing overtime pay, be considered as if they had worked during their regular hours during such absence. | 12.03 | An Employee who is absent on paid time during their scheduled work week because of sickness, Union leave, bereavement, holidays or vacation shall, for the purpose of computing overtime pay, be considered as if they had worked during their regular hours during such absence. |
| 13 | Salaries | | | Current | |
| 14 | Shift Premiums | Effective Janua | ary 1, 2020 | Effective Janu | ary 1, 2020 |
| | | 14.01 | Licensed Practical Nurses (LPN) & Health Care Aide (HCA) Weekday (Mon-Fri) Premiums | 14.01 | Licensed Practical Nurses (LPN) & Health Care Aide (HCA) Weekday (Mon-Fri) Premiums |
| | | | (a) In addition to their regular rate of pay, Employees shall be paid a premium of two dollars (\$2.00) per hour for all hours worked on the evening shift (1500 – 2300). | | (a) In addition to their regular rate of pay, Employees shall be paid a premium of two dollars (\$2.00) per hour for all hours worked on the evening shift (1500 – 2300). |
| | | | (b) In addition to their regular rate of pay, Employees shall be paid a premium of two dollars and fifty (\$2.50) per hour for all hours worked on the night shift (2300 - 0700). | | (b) In addition to their regular rate of pay, Employees shall be paid a premium of two dollars and fifty (\$2.50) per hour for all hours worked on the night shift (2300 - 0700). |
| | | 14.02 | Licensed Practical Nurses (LPN) & Health Care Aide (HCA) Weekend | | |

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| " | | | (Sat-0001hrs to Sun-2359 hrs) Premiums (a) In addition to their regular | | Effective date of ratification, the above premium will increase to three dollars (\$3.00) per hour. |
| | | | rate of pay, Employees shall be paid a premium of two dollars (\$2.00) per hour for all hours worked on the | 14.02 | Licensed Practical Nurses (LPN) & Health Care Aide (HCA) Weekend (Sat-0001hrs to Sun-2359 hrs) Premiums |
| | | | day shift (0700 - 1500). (b) In addition to their regular rate of pay, Employees shall be paid a premium of three dollars (\$3.00) per hour for all hours worked on the evening shift (1500 - 2300). | | (a) In addition to their regular rate of pay, Employees shall be paid a premium of two dollars (\$2.00) per hour for all hours worked on the day shift (0700 - 1500). (b) In addition to their regular |
| | | | (c) In addition to their regular rate of pay, Employees shall be paid a premium of four dollars (\$4.00) per hour for all hours worked on the night shift (2300 - 0700). | | rate of pay, Employees shall be paid a premium of three dollars (\$3.00) per hour for all hours worked on the evening shift (1500 - 2300). (c) In addition to their regular rate of pay, Employees |
| | | 14.03 | All other Employee Classification Weekday (Mon-Fri) Premiums In addition to their regular rate of pay, Employees shall be paid a premium of one dollar and fifty | | shall be paid a premium of four dollars (\$4.00) per hour for all hours worked on the night shift (2300 - 0700). |
| | | | cents (\$1.50) per hour for all hours worked between (1900 – 0700). | 14.03 | All other Employee Classification Weekday (Mon-Fri) Premiums |
| | | 14.04 | All other Employee Classification Weekend (Sat-0001hrs to Sun- 2359hrs) Premiums | | In addition to their regular rate of pay, Employees shall be paid a premium of one dollar and fifty cents (\$1.50) per hour for all hours |
| | | | In addition to their regular rate of pay, Employees shall be paid a premium of two dollars (\$2.00) per hour for all hours worked between | | worked between (1900 – 0700). Effective date of ratification, the above premium will increase to |

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| | | | 0001hrs Saturday and 2359hrs Sunday. | | one dollar and seventy-five cents (\$1.75) per hour. |
| | | | | 14.04 | All other Employee Classification Weekend (Sat-0001hrs to Sun- 2359hrs) Premiums |
| | | | | | In addition to their regular rate of pay, Employees shall be paid a premium of two dollars (\$2.00) per hour for all hours worked between 0001hrs Saturday and 2359hrs Sunday. |
| 15 | Union | | | Current | |
| 16 | Stewards Staff Parking | | | Current | |
| 17 | Named Holidays | | | Current | |
| 18 | Annual Vacations | 18.01 | For the purpose of this Article, "Vacation" means vacation with pay. | 18.01 | For the purpose of this Article, "Vacation" means vacation with pay. |
| | | 18.02 | Vacation Entitlement for Full-time Employees and Regular Part-time Employees, during each year of continuous service in the employ of the Employer, a Regular Full-time Employee shall earn entitlement to a vacation with pay and the rate at which such entitlement is earned shall be governed by the position held by the Employee and the total length of such services as follows: (a) During the first (1st) | 18.02 | Vacation Entitlement for Full-time Employees and Regular Part-time Employees, during each year of continuous service in the employ of the Employer, a Regular Full-time Employee shall earn entitlement to a vacation with pay and the rate at which such entitlement is earned shall be governed by the position held by the Employee and the total length of such services as follows: (a) During the first (1st) |
| | | | through fourth (4th) year of such employment, an Employee earns a vacation entitlement of two (2) weeks or seventy-five (75) | | through fourth (4th) year of such employment, an Employee earns a vacation entitlement of two (2) weeks or seventy-five (75) |

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| " | | | hours and four percent (4%) of gross earnings; | | ours and four percent (%) of gross earnings; |
| | | | (b) During each of the fifth (5th) through seventh (7th) years of employment, an Employee earns a vacation entitlement of three (3) weeks or one hundred and twelve point five (112.5) hours and six percent (6%) of gross earnings; | (5 ye E: er w tv he | ruring each of the fifth (7th) through seventh (7th) ears of employment, an employee earns a vacation entitlement of three (3) reeks or one hundred and welve point five (112.5) ours and six percent (6%) of gross earnings; |
| | | | (c) During the eighth (8th) year of employment and beyond, an Employee earns a vacation entitlement of four (4) weeks or one hundred and fifty (150) hours and eight percent (8%) of gross earnings; | oi be a fc h h | turing the eighth (8th) year feather and eyond, an Employee earns vacation entitlement of our (4) weeks or one undred and fifty (150) ours and eight percent (5%) of gross earnings; |
| | | 18.03 | Regular Part-time Employees shall be paid the appropriate percentage of gross earnings provided in Clause 18.02 on the second pay period in June. | be paid th of gross Clause 18 period in | Part-time Employees shall ne appropriate percentage earnings provided in 8.02 on the second pay in June January of the |
| | | 18.04 | Vacation with pay shall not accrue during periods while: (a) on layoff; | | with pay shall not accrue rriods while: |
| | | | (b) on unpaid absence during which the Employee is in receipt of WCB benefits; | (b) or w | n layoff; n unpaid absence during rhich the Employee is in |
| | | | (c) on leave of absence in excess of fifteen (15) calendar days for any reason. | (c) or ex ca | eceipt of WCB benefits; n leave of absence in xcess of fifteen (15) nlendar days for any |
| | | 18.05 | Time of Vacation | re | eason. |

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| # | | 18.06 | All vacation shall be taken at a mutually agreeable time. The Employer shall post the vacation schedule planner from April 15th to May 15th of each year. Where an Employee submits their vacation preference by May 15th of that year, approval shall be granted in writing by order of seniority by June 1st of the same year. Seniority within each classification shall be the determining factor when there is a dispute regarding preference for the time that vacation is to be taken. For the purposes of this agreement the annual vacation year is from June 1st to May 31st. When an Employee submits a request in writing after May 15th for vacation, the Employer shall indicate approval or disapproval in writing of the vacation request within ten (10) days of the request. An Employee who does not select vacation on the schedule planner may take vacation at a time approved by the Employer and not in conflict with the Employees who have selected on the vacation planner. Once vacations are authorized by | 18.05 | All vacation shall be taken at a mutually agreeable time. The Employer shall post the vacation schedule planner from April October 15th to May November 15th of each year. Where an Employee submits their vacation preference by May November 15th of that year, approval shall be granted in writing by order of seniority by June January 1st of the same year. Seniority within each classification shall be the determining factor when there is a dispute regarding preference for the time that vacation is to be taken. For the purposes of this agreement the annual vacation year is from June January 1st to May December 31st. When an Employee submits a request in writing after May 15th for vacation, the Employer shall indicate approval or disapproval in writing of the vacation request within ten (10) days of the request. An Employee who does not select vacation on the schedule planner may take vacation at a time approved by the Employer and not |
| | | | the Employer they shall not be changed except in cases of emergency or by mutual agreement between the Employer and the Employee. | 18.06 | in conflict with the Employees who have selected on the vacation planner. Once vacations are authorized by the Employer they shall not be changed except in cases of emergency or by mutual agreement |

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| | | 18.07 | An Employee may not carry over vacation into the next vacation year. | | between the Employer and the Employee. |
| | | 18.08 | The Employer shall advise an Employee of their accrued vacation | 18.07 | An Employee may not carry over vacation into the next vacation year. |
| | | | entitlements on the Employee's biweekly pay stub. | 18.08 | The Employer shall advise an Employee of their accrued vacation |
| | | 18.09 | Vacation Pay on Termination An Employee upon termination | | entitlements on the Employee's biweekly pay stub. |
| | | | shall receive vacation pay at their basic rate of pay for all vacation | 18.09 | Vacation Pay on Termination |
| | | | earned. | | An Employee upon termination shall receive vacation pay at their basic rate of pay for all vacation earned. |
| 19 | Sick Leave | 19.01 | Sick leave is for the sole purpose of protecting full-time and regular part-time Employees from loss of income when legitimately absent due to a non-occupational illness or disability. | 19.01 | Sick leave is for the sole purpose of protecting full-time and regular part-time Employees from loss of income when legitimately absent due to a non-occupational illness or disability. |
| | | 19.02 | Full-time Employees who have completed their probationary period shall be credited with fifty-six (56) sick leave hours per year, and Part-time Employees who have completed their probationary period shall be credited with twenty-four (24) sick leave hours per year. Full-time Employees completing their probationary period part way through the year shall be granted sick leave with pay at the rate of four point six-seven (4.67) hours per month worked to a maximum of fifty-six (56) working hours per year. Regular part-time Employees completing their | 19.02 | Full-time Employees who have completed their probationary period shall be credited with fifty-six (56) sick leave hours per year, and Part-time Employees who have completed their probationary period shall be credited with twenty-four (24) sick leave hours per year. Full-time Employees completing their probationary period part way through the year shall be granted sick leave with pay at the rate of four point six-seven (4.67) hours per month worked to a maximum of fifty-six (56) working hours per year. Regular part-time Employees completing their |

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| # | | probationary period part way through the year shall be granted sick leave with pay at the rate of two (2) hours per month worked to a maximum of twenty-four (24) working hours per year. | | probationary period part way through the year shall be granted sick leave with pay at the rate of two (2) hours per month worked to a maximum of twenty-four (24) working hours per year. |
| | 19.03 | Subject to the above, Employee granted sick leave shall be paid for the period of such leave at the Basic Rate of Pay and the number of hours thus paid shall be deducted from the Employee's accumulated sick leave credits up to the total amount of the Employee's accumulated credits at the time sick leave commenced. | | Effective January 1, 2023, Full-time Employees will be credited with seventy-five (75) sick leave hours and Part-time Employees will be credited with thirty-seven point five (37.5) sick leave hours per year. Full-time Employees completing their probationary period part way through the year shall be granted sick leave with |
| | 19.04 | Wage replacement will commence upon the first (1st) day of illness or disability. | | pay at the rate of four point six- seven (4.67) hours per month worked to a maximum of seventy- five (75) working hours per year. |
| | 19.05 | An Employee who has exhausted their sick leave credits during the course of an illness, and the illness continues, shall with the approval of the Employer be placed on leave of absence without pay provided the illness is verifiable. | | Regular part-time Employees completing their probationary period part way through the year shall be granted sick leave with pay at the rate of two (2) hours per month worked to a maximum of |
| | 19.06 | Any eligible Employee claiming sick leave under this Article shall notify the Employer at least four (4) hours before the Employee would normally report for work. It is understood that the Employee shall supply a medical certificate to the Employer for periods of illness or disability, should the request for sick leave exceed two (2) or more days and may be required on the first (1st) day of illness or disability. | 19.03 | thirty-seven (37.5) working hours per year. Subject to the above, Employee granted sick leave shall be paid for the period of such leave at the Basic Rate of Pay and the number of hours thus paid shall be deducted from the Employee's accumulated sick leave credits up to the total amount of the Employee's accumulated credits at the time sick leave commenced. |

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| π | | 19.07 | As per article 23.10, Casual Employees will not be entitled to sick leave. | 19.04 | Wage replacement will commence upon the first (1st) day of illness or disability. |
| | | | | 19.05 | An Employee who has exhausted their sick leave credits during the course of an illness, and the illness continues, shall with the approval of the Employer be placed on leave of absence without pay provided the illness is verifiable. |
| | | | | 19.06 | Any eligible Employee claiming sick leave under this Article shall notify the Employer at least four (4) hours before the Employee would normally report for work. It is understood that the Employee shall supply a medical certificate to the Employer for periods of illness or disability, should the request for sick leave exceed two (2) or more days and may be required on the first (1st) day of illness or disability. |
| | | | | 19.07 | As per aA rticle 23.10, Casual Employees will not be entitled to sick leave. |
| 20 | Workers' Compensation | | | Current | |
| 21 | Leave of Absence | f 21.01 | General Conditions (a) Requests for a leave of absence, without pay or benefits of Employer contributions will, where possible, be made in writing to the proper officer of the Employer four (4) weeks in advance, except that in extenuating circumstances the time factor may be waived or reduced. Recognizing that the primary commitment of the Employee is to the Employer, the granting of leaves | | General Conditions (a) Requests for a leave of absence, without pay or benefits of Employer contributions will, where possible, be made in writing to the proper officer of the Employer four (4) weeks in advance, except that in extenuating circumstances the time factor may be waived or reduced. Recognizing that the primary commitment of the Employee is to the Employer, the granting of leaves |

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| T T T T T T T T T T T T T T T T T T T | | of absence is subject to the approval of the Employer. Except in exceptional circumstances the Employer will reply in writing to a request for leave of absence within fourteen (14) days of receipt of the request. | | of absence is subject to the approval of the Employer. Except in exceptional circumstances the Employer will reply in writing to a request for leave of absence within fourteen (14) days of receipt of the request. |
| | (b) | During leaves of absence without pay of longer than thirty (30) calendar days, subject to approval by the Insurer(s), Employees may elect to maintain coverage of contributory plans specified in Article 31, provided that the Employee makes prior arrangements to pay full premium costs. Employees shall provide post-dated cheques for the premium costs. In the event of failure to remit the full payment required above, reinstatement in any and all plans shall be subject to the enrollment and other requirements of the Underwriter. | (b) | During leaves of absence without pay of longer than thirty (30) calendar days, subject to approval by the Insurer(s), Employees may elect to maintain coverage of contributory plans specified in Article 31, provided that the Employee makes prior arrangements to pay full premium costs. Employees shall provide post-dated cheques for the premium costs. In the event of failure to remit the full payment required above, reinstatement in any and all plans shall be subject to the enrollment and other requirements of the Underwriter. |
| | (c) | 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 payments shall be administered in the same fashion as an Employee absent due to illness. | (c) | 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 payments shall be administered in the same fashion as an Employee absent due to illness. |
| | (d) | An Employee who has been granted leave of absence and overstays the leave without permission of the Employer, shall automatically terminate their position, except in cases of extenuating circumstances | (d) | An Employee who has been granted leave of absence and overstays the leave without permission of the Employer, shall automatically terminate their position, except in cases of extenuating circumstances |

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| | | | | acceptable to the Employer. | | | acceptable to the Employer. |
| | | | (e) | Employees shall not be entitled to Named Holidays with pay, which may fall during a period of leave of absence without pay. | | (e) | Employees shall not be entitled to Named Holidays with pay, which may fall during a period of leave of absence without pay. |
| | | | requir | byees granted leave of absence shall be red to use up accumulated vacation rement prior to returning to duty. | | (f) | Employees who are on a leave of absence without pay will not engage in any gainful employment |
| | | 21.02 | (a) | Maternity Leave (i) An Employee who has | requ | | with any other Employer while on such leave unless otherwise agreed by the Union and the Employer. |
| | | | | completed ninety (90) days of continuous employment shall, upon their written request, providing at least | | requir | byees granted leave of absence shall be ed to use up accumulated vacation ment prior to returning to duty. |
| | | | | twenty-eight (28) calendar | 21.02 | (a) | Maternity Leave |
| | | | | days advance notice, be granted maternity leave to become effective at any time during the twelve (12) weeks immediately preceding the estimated date of delivery, provided that the Employee commences maternity leave no later than the date of delivery. Such 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. The Maternity Leave to which a pregnant Employee is entitled is a period of not more than | | | (i) An Employee who has completed ninety (90) days of continuous employment shall, upon their written request, providing at least twenty-eight (28) calendar days advance notice, be granted maternity leave to become effective at any time during the twelve (12) weeks immediately preceding the estimated date of delivery, provided that the Employee commences maternity leave no later than the date of delivery. Such leave shall be without pay and benefits, except for the portion of maternity leave during which the Employee has a valid |

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| | | sixteen (16) weeks, however, the Employee may combine the period of maternity with entitlement under Parental Leave, for a total period of seventy eight (78) weeks. Maternity leave shall not exceed seventy eight (78) weeks unless mutually agreed between the Employer and the Employee. (ii) An Employee requesting an extension of maternity leave and who has unused vacation entitlement may be required to take the vacation pay as a part of or all the period of the | health-related reason for being absent from work and is also in receipt of sick leave. The Maternity Leave to which a pregnant Employee is entitled is a period of not more than sixteen (16) weeks, however, the Employee may combine the period of maternity with entitlement under Parental Leave, for a total period of seventy eight (78) weeks. Maternity leave shall not exceed seventy eight (78) weeks unless mutually agreed between the Employer and the Employee. |
| | (b) | extension. ((i) Subject to Section (ii) an Employee on maternity leave shall provide the Employer with at least twenty-eight (28) calendar days' notice of readiness to return to work, following | An Employee requesting an extension of maternity leave and who has unused vacation entitlement may be required to take the vacation pay as a part of or all the period of the extension. i) Subject to Section (ii) an Employee on maternity leave shall provide the Employer with at least twenty-eight (28) calendar days' notice of readiness to return to work, following which the Employer will reinstate the Employee in the same or an equivalent position at not less than the |

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| | | | maternity leave, the and other benefits that position from which the accrue to the Employee up Employee is on such leave to the date the Employee has been eliminated due to reduction of the working |
| | | | force or discontinuation of an undertaking or activity and the Employer has not increased the work force or resumed operations on the expiry of the Employee's maternity leave, the position from which the Employee is on such leave has been eliminated due to reduction of the working force or discontinuation of an undertaking or activity and the Employer has not incumbent, the name of the Employee will be added to the list of laid off Employees. Upon increasing the work force, resumption of the business, undertaking, or activity, recall or reinstatement to the working force shall be in compliance with the Layoff and Recall Article. |
| | | 21.03 | <u>Parental or Adoption Leave</u> resumption of the business, |
| | | | (a) An Employee who has completed ninety (90) days of continuous employment shall upon written request, giving twenty-eight (28) calendar days' notice before making undertaking, or activity, recall or reinstatement to the working force shall be in compliance with the Layoff and Recall Article. |
| | | | application for Parental or 21.03 Adoption Leave, be granted leave without pay for up to sixty two (62) weeks. Parental or Adoption Leave (a) An Employee who has completed ninety (90) days of continuous employment shall upon written |
| | | | (b) Where the Employee is unable to comply with (a), the Employee may request, giving twenty-eight (28) calendar days' notice before making |

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| π | | adoption proceedings. | application for Parental or Adoption Leave, be granted leave without pay for up to sixty two (62) weeks. (b) Where the Employee is unable to comply with (a), the Employee may commence adoption leave upon one |
| | (c) (i) Subject to section (ii) an Employee granted adoption/parental leave shall provide the Employer with twenty-eight (28) calendar days notice of | Employee granted adoption/parental leave shall provide the Employer with twenty-eight (28) calendar days notice of | (1) day's notice 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. |
| | | readiness to return to work, following which the Employer will reinstate the Employee in the same or an equivalent position at not less than the same step in the pay scale and other benefits that accrue to the Employee up to the date the Employee commenced leave. | (c) (i) Subject to section (ii) an Employee granted adoption/parental leave shall provide the Employer with twenty-eight (28) calendar days notice of readiness to return to work, following which the Employer will reinstate the Employee in the same or an equivalent position at not |
| | | (ii) In the event that during the period of an Employee's parental/adoption leave, the position from which the Employee is on such leave has been eliminated due to | less than the same step in the pay scale and other benefits that accrue to the Employee up to the date the Employee commenced leave. |
| | | reduction of the work force or discontinuation of the undertaking or activity and the Employer has not increased the work force or resumed operations on the expiry of the Employee's adoption leave and the returning Employee does | (ii) In the event that during the period of an Employee's parental/adoption leave, the position from which the Employee is on such leave has been eliminated due to reduction of the work force or discontinuation of the |

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| # | | 21.04 | When time at co- duty, regul in suc the E or for | not have sufficient seniority to displace any other incumbent, the name of the Employee will be added to the list of laid off Employees. Upon increasing the work force, resumption of the business, undertaking or activity, recall or reinstatement to the working force shall be in compliance with the Layoff and Recall Article. It Appearance In a Regular Full-time or Regular Part-Employee is subpoenaed as a witness curt or is required for jury selection or the Employer will pay the Employee's ar wages for the scheduled shifts while ch attendance, less the amount paid to imployee for such attendance at court jury selection or duty. In Effective upon written notice of ratification of the agreement by the parties, in the event of a death of a immediate family member as defined below, an Employee shall be entitled to receive three (3) consecutive days bereavement leave without loss of pay for regularly scheduled shifts lost from work during the period of mourning. Immediate family means: spouse [same or opposite gender including common-law that has co-habitated | 21.04 | undertaking or activity and the Employer has not increased the work force or resumed operations on the expiry of the Employee's adoption leave and the returning Employee does not have sufficient seniority to displace any other incumbent, the name of the Employee will be added to the list of laid off Employees. Upon increasing the work force, resumption of the business, undertaking or activity, recall or reinstatement to the working force shall be in compliance with the Layoff and Recall Article. Court Appearance When a Regular Full-time or Regular Parttime Employee is subpoenaed as a witness at court or is required for jury selection or duty, the Employer will pay the Employee's regular wages for the scheduled shifts while in such attendance, less the amount paid to the Employee for such attendance at court or for jury selection or duty. Bereavement Leave (a) Effective upon written notice of ratification of the agreement by the parties, in the event of a death of an immediate family member as defined below, an Employee shall be entitled to receive three (3) consecutive days bereavement leave without loss of pay for |

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| # | | | (b) | with the Employee for at least one (1) year, fiancé(e), child, parent [including step-parent], siblings [including step-brother or sister], current in-law relationships [including mother, father, brother, sister, son or daughter], grandparents and grandchildren. Where travel requirements of total travel of more than two hundred and fifty (250) kilometers, or other special circumstances, the Employer may extend bereavement leave by two (2) additional days. | | | regularly scheduled shifts lost from work during the period of mourning. Immediate family means: spouse [same or opposite gender including common-law that has co-habitated with the Employee for at least one (1) year, fiancé(e), child, parent [including step-parent], siblings [including step-brother or sister], current in-law relationships [including mother, father, brother, sister, son or daughter], grandparents and grandchildren. |
| | | 21.07 | (c) | In the event of a death of another relative or close friend, the Employer may grant one (1) working day off with pay to attend the funeral services. | | (b) | Where travel requirements of total travel of more than two hundred and fifty (250) kilometers, or other special circumstances, the Employer may extend bereavement leave by two (2) additional days. |
| | | 21.06 | <u>Comp</u> (a) | When a regular Employee with a qualified person in the end-stage of life, who is dying or at significant risk of death within six (6) months, shall be entitled to leave of absence | | (c) | In the event of a death of another relative or close friend, the Employer may grant one (1) working day off with pay to attend the funeral services. |
| | | | | without pay but with benefits at the | 21.06 | Comp | assionate Care Leave |
| | | | (b) | normal cost sharing, for a period of up to six (6) weeks. Qualified person means an immediate family member defined as mother, father, spouse including fiancé(e) or child in accordance with the compassionate care benefit under Employment Insurance legislation. In order to qualify for leave under this provision, the Employee shall meet the eligibility requirements of | | (a) | When a regular Employee with a qualified person in the end-stage of life, who is dying or at significant risk of death within six (6) months, shall be entitled to leave of absence without pay but with benefits at the normal cost sharing, for a period of up to six (6) weeks. Qualified person means an immediate family member defined as mother, father, spouse including fiancé(e) or child |

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| T | | | the Employment Instregulations. (c) Employees may be require submit to the Employer satisfied proof demonstrating the necompassionate care leave. | actory | | in accordance compassionate care b Employment Insuranc (b) In order to qualify for this provision, the En meet the eligibility rec the Employment | e legislation. Leave under aployee shall |
| | | | | | | regulations. (c) Employees may be submit to the Employee proof demonstrating compassionate care lea | er satisfactory the need for |
| 22 | Temporary Employees | | | C | Current | | |
| 23 | Casual Employees | | | C | Current | | |
| 24 | Layoff, Recall and Severance | 24.01 | Where, in the opinion of the Employecomes necessary to displace an Empdue to a reduction of the work for reduction in regularly scheduled howork of a regular Employee, or who partly discontinue an undertaking, a or service, the Employer will notice Employee in writing at least fourteer calendar days prior to the date of except that the fourteen (14) calendar notice shall not apply where layoff or from an act of God or emergency such or flood or any other circumstances be the control of the Employer. | loyee, rce or urs of olly or ctivity fy the n (14) layoff, r days results as fire eyond | | Where, in the opinion of the becomes necessary to displace a due to a reduction of the wreduction in regularly schedu work of a regular Employee, partly discontinue an undertal or service, the Employer wi Employee in writing at least calendar days prior to the deexcept that the fourteen (14) conotice shall not apply where from an act of God or emergency or flood or any other circumstathe control of the Employer. | an Employee, rork force or iled hours of or wholly or king, activity ill notify the fourteen (14) ate of layoff, alendar days layoff results by such as fire ances beyond |
| | | | or emergency such as fire or flood of other circumstances beyond the contract the Employer, the fourteen (14) cald days notice is not required. | or any trol of | | or emergency such as fire or other circumstances beyond the Employer, the fourteen (days notice is not required. | flood or any he control of |
| | | | Employees will be laid off in reverse or seniority provided that the rem | | | Employees will be laid off in rev seniority provided that the | |

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| # | | | knowledg No full bargaining their dutie | s have the skills, training, e and ability to perform the work. time Employee within the g unit shall be laid off by reason of es being assigned to one or more Employees. | kr N ba th | nowled o full argainin neir dut | ge and ability to perform the work. I time Employee within the ng unit shall be laid off by reason of ites being assigned to one or more Employees. |
| | | | In the case | e of a layoff, the Employer will: | Ir | n the ca | se of a layoff, the Employer will: |
| | | | th | dvise the Union, in advance, of ne need to reduce hours or the umber of Employees. | (i _. | 1 | Advise the Union, in advance, of the need to reduce hours or the number of Employees. |
| | | | w la | leet with the Union to discuss rays to mitigate the effects of the syoff, including the possibility of coluntary layoff or other solutions. | (ii | 1 | Meet with the Union to discuss ways to mitigate the effects of the layoff, including the possibility of voluntary layoff or other solutions. |
| | | | Eı a | ruring the above meeting the mployer and Union will agree to process to be used during the syoff. | (ii |] | During the above meeting the Employer and Union will agree to a process to be used during the layoff. |
| | | | Layoff Pro | <u>ocedure</u> | <u>L</u> . | ayoff P | <u>rocedure</u> |
| | | | Step 1 – | Discuss proposed layoff procedure with Union Representative. | St | tep 1 - | - Discuss proposed layoff procedure with Union Representative. |
| | | | Step 2 – | Provide Union with bi-weekly reductions of hours per classification. | St | tep 2 - | Provide Union with bi-weekly reductions of hours per classification. |
| | | | Step 3 - | Provide the Union with revised blank schedules (of classifications that are directly affected or could be affected). Any concerns with proposed schedules are reviewed and discussed. | St | tep 3 - | - Provide the Union with revised blank schedules (of classifications that are directly affected or could be affected). Any concerns with proposed schedules are reviewed and discussed. |
| | | | Step 4 - | Provide the Union with an updated Seniority List. | St | tep 4 | - Provide the Union with an updated Seniority List. |

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| π | | | Step 5 – | Employees are informed of the reductions and explained the layoff process. | | Step 5 – | Employees are informed of the reductions and explained the layoff process. |
| | | | Step 6 – | Management and the Union will set a date for Employees to pick their position. | | Step 6 – | Management and the Union will set a date for Employees to pick their position. |
| | | | | Employees will be scheduled in appropriate time intervals in accordance with the updated seniority list (most senior first) in order to allow the Employee sufficient time to make their choice. Employees will be entitled to either indicate their choice using the procedure above or accept the layoff. | | | Employees will be scheduled in appropriate time intervals in accordance with the updated seniority list (most senior first) in order to allow the Employee sufficient time to make their choice. Employees will be entitled to either indicate their choice using the procedure above or accept the layoff. |
| | | | | Both management and union representatives will be present at the meeting. | | | Both management and union representatives will be present at the meeting. |
| | | | | The Employees will also have the choice of coming in or providing a number where they can be reached at their set time. Employees put their name down on any available position (providing qualified). | | | The Employees will also have the choice of coming in or providing a number where they can be reached at their set time. Employees put their name down on any available position (providing qualified). |
| | | | Step 7 - | Employees with no available positions would receive their required working notice period or pay in lieu of notice. | | Step 7 - | 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. | | Step 8 - | At the conclusion of this notice period the new schedule becomes active. |
| | | 24.02 | Applicatio | <u>n</u> | 24.02 | Application | <u>n</u> |
| | | | | ovision, classification means all ons and status means Full-time or | | | ovision, classification means all ons and status means Full-time or |

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| # | | | Part-ti | me. | | Part-ti | me. |
| | | | (a) | In the event of a reduction in the workforce, a displaced Regular Employee may displace a less senior Regular Employee in the same classification within the same status. | | (a) | In the event of a reduction in the workforce, a displaced Regular Employee may displace a less senior Regular Employee in the same classification within the same status. |
| | | | (b) | When a displaced Regular Employee is unable to displace someone with the same classification and status, such displaced Employee may displace a less senior Employee in the same classification with a different status. | | (b) | When a displaced Regular Employee is unable to displace someone with the same classification and status, such displaced Employee may displace a less senior Employee in the same classification with a different status. |
| | | | (c) | When an Employee is on an approved leave of absence, or Workers' Compensation Benefits the consultation meeting and the notice of layoff, if applicable, shall be served when the Employee has provided notice of readiness to return to work. | | (c) | When an Employee is on an approved leave of absence, or Workers' Compensation Benefits the consultation meeting and the notice of layoff, if applicable, shall be served when the Employee has provided notice of readiness to return to work. |
| | | 24.03 | <u>Emplo</u> | yee Benefit Coverage During Layoff | 24.03 | <u>Emplo</u> | oyee Benefit Coverage During Layoff |
| | | | (a) | The Employer shall make payment for its share of the full premium of benefits on behalf of a laid off Employee for a maximum of one (1) month's premium. | | (a) | The Employer shall make payment for its share of the full premium of benefits on behalf of a laid off Employee for a maximum of one (1) month's premium. |
| | | | (b) | Employees laid off for more than one (1) month may, with the assistance of the Employer, make prior arrangements for payment of the full premiums of the benefits for a maximum of three (3) months. | | (b) | Employees laid off for more than one (1) month may, with the assistance of the Employer, make prior arrangements for payment of the full premiums of the benefits for a maximum of three (3) months. |
| | | 24.04 | <u>Recall</u> | | 24.04 | <u>Recall</u> | |
| | | | (a) | Employees will be recalled in | | (a) | Employees will be recalled in |

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| " | | | | reverse order of layoff provided that the remaining Employees have the skills, training, knowledge and ability to perform the work. | | | reverse order of layoff provided that the remaining Employees have the skills, training, knowledge and ability to perform the work. |
| | | | (b) | The method of recall shall be by telephone, and if contact with the Employee on layoff is not accomplished, by registered letter or courier sent to the Employee's last known place of residence or by personal delivery of the same. When dispatched by registered letter, the letter shall be deemed delivered five (5) calendar days from the date of mailing. When dispatched by courier, the letter shall be deemed delivered the date it was sent by courier. The Employee so notified will report for work as directed but in any event shall notify the Employer of their intent no later than five (5) days following the delivery date. | | (b) | The method of recall shall be by telephone, and if contact with the Employee on layoff is not accomplished, by registered letter or courier sent to the Employee's last known place of residence or by personal delivery of the same. When dispatched by registered letter, the letter shall be deemed delivered five (5) calendar days from the date of mailing. When dispatched by courier, the letter shall be deemed delivered the date it was sent by courier. The Employee so notified will report for work as directed but in any event shall notify the Employer of their intent no later than five (5) days following the delivery date. |
| | | | (c) | No new Regular Employees will be hired where there are other Employees who are on layoff, who are capable of performing the work available. | | (c) | No new Regular Employees will be hired where there are other Employees who are on layoff, who are capable of performing the work available. |
| | | 24.05 | senior Emplo limite | than for the continuation of the ity held at the time of layoff, an oyee's rights while on layoff shall be d to the right of recall. Seniority shall occumulate while an Employee is on | 24.05 | seniori Emplo limited | than for the continuation of the ity held at the time of layoff, an eyee's rights while on layoff shall be it to the right of recall. Seniority shall roumulate while an Employee is on |
| | | 24.06 | when layoff | oyment shall be deemed terminated an Employee does not return from when notified to do so, or on the of twelve (12) months from the date | 24.06 | when layoff | yment shall be deemed terminated an Employee does not return from when notified to do so, or on the of twelve (12) months from the date |

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| " | | | of layoff, whichever first occurs. Where an Employee on layoff occupies a temporary position, the twelve (12) month period shall be suspended during the Employee's temporary position and shall recommence upon the termination of the temporary position for the balance of the twelve (12) month recall period. | | of layoff, whichever first occurs. Where an Employee on layoff occupies a temporary position, the twelve (12) month period shall be suspended during the Employee's temporary position and shall recommence upon the termination of the temporary position for the balance of the twelve (12) month recall period. |
| | | 24.07 | <u>Casual Shifts</u> | 24.07 | <u>Casual Shifts</u> |
| | | | (a) Regular Employees who have been reduced in regular hours of work through the application of Article 24, and Employees on layoff shall indicate in writing on a monthly basis to the Employer their availability to work casual shifts (i.e. work opportunities of three (3) months or less). | | (a) Regular Employees who have been reduced in regular hours of work through the application of Article 24, and Employees on layoff shall indicate in writing on a monthly basis to the Employer their availability to work casual shifts (i.e. work opportunities of three (3) months or less). |
| | | | (b) Casual shifts shall be offered to Employees by seniority provided that the Employees have the skills, training, knowledge and ability to perform the work. | | (b) Casual shifts shall be offered to Employees by seniority provided that the Employees have the skills, training, knowledge and ability to perform the work. |
| | | | (c) Regular Employees who have been reduced in regular hours shall be given first opportunity to casual shifts. Regular Employees on full layoff who refuse casual shifts may do so without adversely impacting their recall rights. | | (c) Regular Employees who have been reduced in regular hours shall be given first opportunity to casual shifts. Regular Employees on full layoff who refuse casual shifts may do so without adversely impacting their recall rights. |
| | | 24.08 | Severance | 24.08 | <u>Severance</u> |
| | | | Commencing on the date of ratification of this agreement, in the event of layoff resulting in permanent reductions of regular Employees, notice or pay in lieu of notice shall be granted at the rate of one (1) week per year to a maximum of eight (8) | | Commencing on the date of ratification of this agreement, iIn the event of layoff resulting in permanent reductions of regular Employees, notice or pay in lieu of notice shall be granted at the rate of one (1) week per year to a maximum of eight (8) |

| Article | Title | Old Language | | New Languag | ge |
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| | | | weeks. | | weeks. |
| 25 | Discipline, Dismissal and Resignation | | | Current | |
| 26 | Occupational Health & Safety | | | Current | |
| 27 | Grievance Procedure | 27.01 | Grievance Definitions | 27.01 | Grievance Definitions |
| | Troccure | | A grievance shall be defined as any difference arising out of an interpretation, application, administration or alleged violation of this Collective Agreement. A grievance shall be categorized as follows: | | A grievance shall be defined as any difference arising out of an interpretation, application, administration or alleged violation of this Collective Agreement. 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 as outlined in Article 27.05 except in cases of suspension or dismissal which will commence at Step 2; or | | (a) an individual grievance is a dispute affecting one (1) Employee. Such grievance shall be initiated at Step 1 of the grievance procedure as outlined in Article 27.05 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 there from in the same manner as an individual grievance as outlined in Article 27.05 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 | | (b) a group grievance is a dispute affecting two (2) or more Employees. Such grievance shall be initiated at Step 2 and processed there from in the same manner as an individual grievance as outlined in Article 27.05. 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 | | (c) a policy grievance is a dispute between the Parties which, due to its nature, is not properly the subject of |

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an individual or group grievance. Such grievance shall be initiated, in writing, within fifteen (15) days of the date the aggrieved Party first became aware of or reasonably should have become aware of the event leading to the 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. Notwithstanding Article 27.01(a), (b) and (c) and Article 27.05 the parties may mutually agree to advance the grievance to a subsequent step in the grievance process. In the event any management officers as named in the grievance steps are one and the same, the subsequent steps will be deemed to have been complied with.

an individual or group grievance. Such grievance shall be initiated, in writing, within fifteen (15) days of the date the aggrieved Party first became aware of or reasonably should have become aware of the event leading to the 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. Notwithstanding Article 27.01(a), (b) and (c) and Article 27.05 the parties may mutually agree to advance the grievance to a subsequent step in the grievance process. In the event any management officers as named in the grievance steps are one and the same, the subsequent steps will be deemed to have been complied with.

27.02 <u>Authorized Representatives</u>

An Employee may be assisted and represented by a Union Representative when presenting a grievance.

The Employer agrees that the Union Representative shall not be hindered, coerced or interfered with in any way in the performance of their functions while investigating disputes and presenting adjustments as provided in this Article.

27.02 <u>Authorized Representatives</u>

An Employee may be assisted and represented by a Union Representative when presenting a grievance.

The Employer agrees that the Union Representative shall not be hindered, coerced or interfered with in any way in the performance of their functions while investigating disputes and presenting adjustments as provided in this Article.

| Article | Title | Old Language | | New Language | e |
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| # | | | However, no representative shall leave their work without obtaining consent from their supervisor, which shall not be unreasonably withheld. The Union Representative shall not suffer any loss of pay for time spent in the performance of their duties involving a grievance provided that the representative does not leave the Employer's premises. | | However, no representative shall leave their work without obtaining consent from their supervisor, which shall not be unreasonably withheld. The Union Representative shall not suffer any loss of pay for time spent in the performance of their duties involving a grievance provided that the representative does not leave the Employer's premises. |
| | | 27.03 | Communication | 27.03 | Communication |
| | | | (a) Any notice or advice which the Employer or members of its administrative staff are required to give to the Union in respect of any matter referred to in this Article shall be sufficient if delivered to the President of AUPE with copies delivered to the Chairperson of the chapter and the Union Representative. | | (a) Any notice or advice which the Employer or members of its administrative staff are required to give to the Union in respect of any matter referred to in this Article shall be sufficient if delivered to the President of AUPE with copies delivered to the Chairperson of the chapter and 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 Executive Director or their designated alternate. | | (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 Executive Director or their designated alternate. |
| | | | (c) The hearing of grievances at any stage of the grievance procedure will be held during the normal working day with no loss of basic pay for a participating Employee. | | (c) The hearing of grievances at any stage of the grievance procedure will be held during the normal working day with no loss of basic pay for a participating Employee. |
| | | 27.04 | <u>Time Periods</u> | 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 | | (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 |

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| # | | | | of Saturdays, Sundays, and Named Holidays which are specified in Article 17. | | | of Saturdays, Sundays, and Named Holidays which are specified in Article 17. |
| | | | (b) | Should the Employee or the Union fail to comply with any time limit in this Article, the grievance will be considered to be abandoned, unless the parties have mutually agreed in writing to extend the time limits. | | (b) | Should the Employee or the Union fail to comply with any time limit in this Article, the grievance will be considered to be 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 this Article, 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. | | (c) | Should the Employer fail to comply with any time limits in this Article, 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. |
| | | | (d) | During any and all grievance proceedings, the Employee shall continue to perform their duties, except in cases of suspension or dismissal. | | (d) | During any and all grievance proceedings, the Employee shall continue to perform their duties, except in cases of suspension or dismissal. |
| | | | (e) | A suspension or dismissal grievance shall commence at Step II. | | (e) | A suspension or dismissal grievance shall commence at Step II. |
| | | 27.05 | | tes between the Employer and the | 27.05 | | of the Grievance Procedure involving tes between the Employer and the byee: |
| | | | Step 1 | 1 | | Step 1 | L |
| | | | and interp violat Emplo Imme not v | dispute arises between the Employer an Employee regarding the pretation, application or alleged ion of this Collective Agreement, the oyee may discuss the matter with their ediate Supervisor or designate, who is within the scope of this Collective ement with a view to resolving it | | and interp violati Emplo Immed not w | ispute arises between the Employer an Employee regarding the retation, application or alleged ion of this Collective Agreement, the byee may discuss the matter with their diate Supervisor or designate, who is within the scope of this Collective ment with a view to resolving it |

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within ten (10) days of the occurrence of the act causing the grievance or within ten (10) days of the time when the Employee first became aware that a grievance had allegedly occurred. If the dispute is not resolved satisfactorily, it may then be advanced to Step 2.

Step 2

A grievance shall be submitted, in writing, to the Executive Director or designate indicating the Article claimed to have been violated, the nature of the grievance, and the redress sought within ten (10) days of the occurrence of the act causing the grievance or within ten (10) days of the time when the Employee first became aware that a grievance had allegedly occurred. The Executive Director or designate shall meet with the grievor and Union Representative within ten (10) days of receiving the grievance and shall render a written decision within ten (10) days of the grievance meeting, with a copy to the Union.

Step 3

If the grievance is not resolved under Step 2, the Union may, within ten (10) days of the receipt of the written decision of the Executive Director or designate, submit the grievance in writing to the Regional Director Operations or designate, specifying the nature of the grievance/s and the redress sought, who shall meet with the grievor and the Union Representative and shall render a decision in writing to the Union within ten (10) days of the meeting.

Mediation

within ten (10) days of the occurrence of the act causing the grievance or within ten (10) days of the time when the Employee first became aware that a grievance had allegedly occurred. If the dispute is not resolved satisfactorily, it may then be advanced to Step 2.

Step 2

A grievance shall be submitted, in writing, to the Executive Director or designate indicating the Article claimed to have been violated, the nature of the grievance, and the redress sought within ten (10) days of the occurrence of the act causing the grievance or within ten (10) days of the time when the Employee first became aware that a grievance had allegedly occurred. The Executive Director or designate shall meet with the grievor and Union Representative within ten (10) days of receiving the grievance and shall render a written decision within ten (10) days of the grievance meeting, with a copy to the Union.

Step 3

If the grievance is not resolved under Step 2, the Union may, within ten (10) days of the receipt of the written decision of the Executive Director or designate, submit the grievance in writing to the Regional Director Operations or designate, specifying the nature of the grievance/s and the redress sought, who shall meet with the grievor and the Union Representative and shall render a decision in writing to the Union within ten (10) days of the meeting.

Mediation

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A grievance not resolved at Step 3 may be referred to Mediation if both the Union and the Employer agree to do so. A grievance not resolved at Mediation may be referred to Arbitration by one party giving written notice to the other within ten (10) days of the Mediation being concluded.

Each of the Parties to this Collective Agreement shall bear the expenses of the Mediator equally.

Step 4 - Arbitration

Either of the Parties within ten (10) days of the Employer's reply at Step 3, may submit a grievance to arbitration and shall notify the other Party in writing of its intention to do so; and

- (a) name its appointee to the Arbitration Board; or
- (b) state its desire to meet to consider the appointment of a single arbitrator.

Within ten (10) days after receipt of notification, the Party receiving such notice shall:

- (a) inform the other Party of the name of its appointee to an Arbitration Board, or
- (b) arrange to meet with the other Party in an effort to select a single arbitrator. Where agreement cannot be reached on the principle and/or selection of a single arbitrator, an Arbitration Board shall be established.

Where appointees to a Board have been

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Where appointees to a Board have been

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named by the Parties, they shall, within ten (10) days, endeavor to select a mutually acceptable Chairperson for the Arbitration Board. If they are unable to agree upon the choice of a Chairperson they shall immediately request the Minister of Labour of the Province of Alberta to appoint a Chairperson.

After a single arbitrator has been selected or the Arbitration Board has been formed in accordance with the above procedure, they shall hear such evidence as the Parties may desire to present, assure a full, fair hearing, and shall render the decision, in writing, to the Parties within fourteen (14) days after the completion of the hearing.

The decision of a majority of the Board of Arbitration, or if there is no majority, the decision of the Chairperson, shall be the decision of the Board. The decision of a Board of Arbitration or the decision of a single arbitrator shall be final and binding on the Parties.

The Arbitration decision shall be governed by the terms of this Collective Agreement and shall not alter, amend, or change the terms of this Collective Agreement.

Each of the Parties to this Collective Agreement shall bear the expenses of its appointee to an Arbitration Board. The fees and expenses of the Chairperson or single arbitrator shall be borne equally by the two Parties to the dispute.

Any time limits herein contained in arbitration proceedings may be extended if mutually agreed to in writing by the Parties.

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| 28 | Employee Management Advisory Committee (EMAC) | | | Current | |
| 29 | Uniforms | Effective Janua | ary 1, 2020 | Effective Janua | ry 1, 2020 |
| | | 29.01 | Uniform allowance is for the sole and exclusive purpose of maintaining appropriate work attire at all times. Employees shall have the responsibility of cleaning and maintaining their uniform in a state of good repair. Employees may be required to replace their uniform if it is not in a state of good repair. | 29.01 | Uniform allowance is for the sole and exclusive purpose of maintaining appropriate work attire at all times. Employees shall have the responsibility of cleaning and maintaining their uniform in a state of good repair. Employees may be required to replace their uniform if it is not in a state of good repair. |
| | | | Where required by the Employer, uniforms for staff of all departments must be purchased from the supplier chosen by the Employer. No exceptions will be permitted unless otherwise approved by the Employer. | | Where required by the Employer, uniforms for staff of all departments must be purchased from the supplier chosen by the Employer. No exceptions will be permitted unless otherwise approved by the Employer. |
| | | 29.02 | The Employer shall provide a uniform allowance for all Employees who are required by the Employer to wear a uniform which shall be paid at the rate of eight cents (8¢) per hour paid. The uniform allowance will be payable on a bi-weekly basis. | 29.02 | The Employer shall provide a uniform allowance for all Employees who are required by the Employer to wear a uniform which shall be paid at the rate of eight cents (8¢) per hour paid. The uniform allowance will be payable on a bi-weekly basis. |
| 30 | Benefits | Effective Octob | per 15, 2019 | Effective Octob | per 15, 2019 |
| | | 30.01 | Regular Employees who are regularly scheduled to work fifteen (15) or more hours per week, are eligible to participate in the benefits plans. | 30.01 | Regular Employees who are regularly scheduled to work fifteen (15) or more hours per week, are eligible to participate in the benefits plans. |
| | | 30.02 | The Employer will provide the following benefit plans: | 30.02 | The Employer will provide the following benefit plans: |
| | | | (a) A Health Benefit Plan which provides for (i) reimbursement for | | (a) A Health Benefit Plan which provides for (i) reimbursement for |

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| # | | 30.03 | eighty percent (80%) for all medications and supplies prescribed by a physician or dentist, and (ii) reimbursement for services provided by registered paramedics including chiropractor, osteopath, naturopath, podiatrist, physiotherapist, and psychologist, to an annual maximum of \$250 per type of paramedic practitioner. Benefit coverage will cease on the earlier of termination of reimbursement of eligible basic services (including maintenance check ups, fillings, x-rays, oral Dental Fee Guide and fee schedule. Benefit coverage will cease on the earlier of termination of employment or retirement. (c) Group life insurance and accidental death and dismemberment insurance, each in the amount of \$30,000. Benefit coverage will cease on the earlier of termination of employment or retirement. (c) Group life insurance and accidental death and dismemberment insurance, each in the amount of \$30,000. Benefit coverage will cease on the earlier of termination of employment or retirement. (c) Group life insurance and accidental death and dismemberment insurance, each in the amount of \$30,000. Benefit coverage will cease on the earlier of termination of employment or attaining the age of 65. | | | |
| | | | | | | |

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| | | 30.04 | The operation of the benefit plans shall be governed by the terms and conditions of the contracts between the Employer and the benefit insurers. | 30.03 | (d) Direct Billing electronic pay card. The Employer shall pay seventy percent (70%) and the Employee shall pay thirty percent (30%) of the premiums for the |
| | | 30.05 | The Employer shall make information booklets available to eligible Employees who participate in the benefit plans. | 30.04 | benefits plans. The operation of the benefit plans shall be governed by the terms and conditions of the |
| | | | | 30.05 | contracts between the Employer and the benefit insurers. The Employer shall make information |
| 21 | D. 11-C | | | | booklets available to eligible Employees who participate in the benefit plans. |
| 31 | Bulletin Board Space | | | Current | |
| 32 | Retirement Savings Plan | Effective Janua | ry 1, 2020 | Effective Janua | ry 1, 2020 |
| | | 32.01 | The Employer will establish an Employee self-directed, Registered Retirement Savings Plan (RRSP) for Regular Full-time and Regular Part-time Employees (who are normally scheduled to work forty (40) hours bi-weekly or more of the normal work hours in a bi weekly pay period.) Participation will be on a voluntary basis. | 32.01 | The Employer will establish an Employee self-directed, Registered Retirement Savings Plan (RRSP) for Regular Full-time and Regular Part-time Employees (who are normally scheduled to work forty (40) hours bi-weekly or more of the normal work hours in a bi weekly pay period.) Participation will be on a voluntary basis. |
| | | 32.02 | Employees on the Employer's payrolls as of the date of ratification of this Collective Agreement are eligible to enroll in the Plan without any eligibility period. For Employees hired on or after the date of ratification, the eligibility period is completion of six (6) months service. | 32.02 | Employees on the Employer's payrolls as of the date of ratification of this Collective Agreement are eligible to enroll in the Plan without any eligibility period. For Employees hired on or after the date of ratification, the eligibility period is completion of six (6) months service. |
| | | 32.03 | Employees who wish to participate will contribute: | 32.03 | Employees who wish to participate will contribute: |
| | | | Two percent (2%) per hour worked, matched by the Employer on a dollar for dollar basis, of two percent (2%) of regular | | Two percent (2%) per hour worked, matched by the Employer on a dollar-for-dollar basis, of two percent (2%) of regular |

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| | | | earnings. Regular earnings (wages) is defined as the basic straight time wages for all hours worked, including: (a) the straight time component of hours worked on a holiday; (b) holiday pay, for hours not worked; and (c) vacation pay. All other payments, premiums, allowances etc. are excluded. | | Effective January 1, 2023, the RRSP percentage will increase to two-point five percent (2.5) for all employees participating in the plan. Regular earnings (wages) is defined as the basic straight time wages for all hours worked, including: (a) the straight time component of hours worked on a holiday; (b) holiday pay, for hours not worked; and (c) vacation pay. All other payments, premiums, allowances etc. are excluded. |
| 33 | Registration Fees | 33.01 | Effective January 1, 2020 an Employee who has worked an average of point four full time equivalent (0.4 FTE) or greater in the previous fiscal year and has active registration with the College of Licensed Practical Nurses Association (CLPNA) at the beginning of the next registration year, shall receive a two hundred and fifty dollar (\$250.00) reimbursement to their College of Licensed Practical Nurses Association (CLPNA) registration fees. | 33.01 | Effective January 1, 2020 aAn Employee who has worked an average of point four full time equivalent (0.4 FTE) or greater in the previous fiscal year and has active registration with the College of Licensed Practical Nurses Association (CLPNA) at the beginning of the next registration year, shall receive a two hundred and fifty dollar (\$250.00) [effective with the 2023 registration renewal year, increase to three hundred dollars (\$300.00] reimbursement to their College of Licensed Practical Nurses Association (CLPNA) registration fees. |
| | Salary Schedules | | | all wage rates i | ary 1 st , 2022 – two percent (2%) increase to n the collective agreement. ary 1 st , 2023 – two percent (2%) increase to n the collective agreement. |

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| | | Effective January 1^{st} , $2024 - two$ percent (2%) increase to all wage rates in the collective agreement. |
| | | The above rate increases with be paid retroactive to all existing employees employed on the date of ratification. |
| | | |

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| 1 | Vacation Year | entered into a fi term covering | e Union and the Employer irst collective agreement with a October 15, 2019 to December d on October 15, 2019; | WHEREAS the Union and the Employer entered into a first collective agreement with a term covering October 15, 2019 to December 31, 2021, ratified on October 15, 2019; |
| | | | REAS the first collective ablished the vacation year as une 1 through May 31; | AND WHEREAS the first collective agreement established the vacation year as running from June 1 through May 31; |
| | | and Employees provisions of Clauses 18.03 vacation year through Decem | AS the Union, the Employer sare desirous of amending the Article 18 and specifically and 18.05, to amend the as running from January 1 aber 31 of each year, as well as related "Time of Vacation" | AND WHEREAS the Union, the Employer and Employees are desirous of amending the provisions of Article 18 and specifically Clauses 18.03 and 18.05, to amend the vacation year as running from January 1 through December 31 of each year, as well as the applicable related "Time of Vacation" dates; |
| | | NOW THERE follows: | FORE the Parties agree as | NOW THEREFORE the Parties agree as follows: |
| | | 1. | The Parties agree that the Vacation Year shall be amended to be January 1 through December 31 of each year. | 1. The Parties agree that the Vacation Year shall be amended to be January 1 through December 31 of each year. |
| | | 2. | The amendment to the Vacation Year shall be effective retroactively to the | 2. The amendment to the Vacation Year shall be effective retroactively to the |

STRIKETHROUGH denotes deletion **BOLD** denotes new

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| | | | Date of Ratification, when the current collective agreement took effect. | Date of Ratification, when the current collective agreement took effect. |
| | | 3. | The Parties agree that Regular Parttime Employees shall be paid the appropriate percentage of gross earnings provided in Clause 18.02 on a bi-weekly basis. | 3. The Parties agree that Regular Parttime Employees shall be paid the appropriate percentage of gross earnings provided in Clause 18.02 on a bi-weekly basis. |
| | | 4. | This Letter of Understanding shall expire on December 31, 2021. | |