

**SHEPHERD’S CARE FOUNDATION/AUPE TENTATIVE AGREEMENT SUMMARY**  
**May 26, 2023**

<b>ARTICLE</b>	<b>SUMMARY OF CHANGES</b>
<b>1</b>	Term 4 year term expiring September 30, 2024
<b>2</b>	Definitions 2.06(c) – Temporary Employee definition amended to reflect that Temp employees are used to cover absences less than 3 months in duration. 2.25 – New definition Days of Rest/Scheduled Rest Day for Full-time employees to clarify that it is a day not scheduled to work.
<b>3</b>	Recognition and Application 3.09(c) – New language allowing Employees to wear Union insignia (logo) in the workplace.
<b>4</b>	Union membership and dues Current language
<b>5</b>	Management Rights Current language
<b>6</b>	Workplace Respect – No Discrimination/Harassment Current language
<b>7</b>	In-Service Programs Current language
<b>8</b>	Probationary Period and Orientation Current language
<b>9</b>	Seniority 9.03(b) – Amend to increase length of time (from 12 months to 15 months) spent on “recall” after being laid-off before employment is terminated. 9.04(b) – New clause providing a review period to challenge seniority list following it being posted. 9.07 – New clause providing a seniority tie breaking process.
<b>10</b>	Appointments, Vacancies, and Promotions 10.07 – Clause amended to reflect current Duty to Accommodate processes.
<b>11</b>	Hours of Work and Scheduling 11.01 – Amend to reflect the clause is referring to Full-time Employees, and delete 11.01(c) because it is repeated in 11.02. 11.03 – Amend clause title for consistent terminology. 11.06 – Amend clause to increase timeline to post schedules (from 6 weeks to 12 weeks).

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		<p>11.07 – Amend clause to set out a clear process for offering additional shifts.</p> <p>11.08 – Amend clause to take out repetitive language on split shifts (see 11.14).</p> <p>11.09 – Amend clause to re-instate requirement of 15.5 hours off between scheduled shifts.</p> <p>11.10 – Amend clause to clean up language on shift exchange process.</p> <p>11.17- New clause providing the Employer with the ability to hire to “weekend only” positions without impacting the schedules of current employees (ie, reducing your access to weekend premium).</p>
<b>12</b>	Overtime	<p>12.02(a) – Amend clause to reflect that the term “Scheduled Rest Day” is as per the new definition in Article 2.</p>
<b>13</b>	Salaries	<p>13.03 – Amend clause to delete language which has no application in the rest of the agreement.</p> <p>13.11 – New clause to address situations where the employer over-pays you and it has to be paid back.</p> <p>13.12 – New clause bringing language from a Letter of Understanding into the main body of the collective agreement.</p>
<b>14</b>	Shift Differential	<p>Current language</p>
<b>15</b>	Weekend Premium	<p>Current language</p>
<b>16</b>	Union Stewards	<p>Current language</p>
<b>17</b>	Named Holidays	<p>17.01 - National Day for Truth and Reconciliation added effective Sept 30, 2021. Retroactive pay will be received as per the Memorandum of Settlement.</p> <p>17.09 – New clause - If a Regular Full-time Employee has not taken their alternate day(s) off (clauses 17.03 and 17.04) as of the first full pay period including March 1 every year, they shall be paid out at their basic rate of pay.</p>
<b>18</b>	Annual Vacation	<p>18.06 – housekeeping change only</p>
<b>19</b>	Health Benefits and Insurance	<p>19.02(e) - Amended optional insurance language to reflect current benefits contract – no change to benefit level or access.</p>

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		19.06 - Amended clause on Health Spending Account to clarify the amount available when transferring from a non-benefits eligible position to a benefits-eligible position. Effective January 1, 2024, HSA amount increases to \$900 (from current \$800).
<b>20</b>	Sick Leave	22.02(f) - Fixed typo
<b>21</b>	Workers Compensation Board	Current language
<b>22</b>	Leave of Absence	22.01(b) – housekeeping change only 22.01(g) – Amend clause so that vacation does not have to be used before returning from a Leave of Absence. 22.03(a)(i) – Amend clause to remove language allowing the employer to require an employee to start maternity leave early, also updated maternity leave length to match employment standards. 22.03(a)(iii) – New clause providing maternity leave where the pregnancy ends in other than a live birth. 22.06(d): New language preventing the Employer from asking for a death certificate when using Bereavement leave.
<b>23</b>	RRSP	LOU on RRSP incorporated into this Article, and it has been re-written for clarity and to reflect current practice.
<b>24</b>	Regular Part-Time Employees	24.03 - Amend language for clarity
<b>25</b>	Temporary Employees	Current language
<b>26</b>	Casual Employees	26.09 - Amend language for clarity
<b>27</b>	Layoff, Recall and Severance	27.02 – New clause providing for a meeting between the union and employer prior to layoffs taking place. Majority of Article has been re-written/re-organized to ensure a smooth process in the event of layoffs.

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<b>28</b>	Discipline, Dismissal and Resignation	28.01, 28.02 - Amend language to reduce length of time Employer has to notify you of the results of an investigation (from 10 days to 7 days). 28.04 - Amend language to require advance notice of investigation in all circumstances. 28.09 - Amend language for clarity. 28.10 - Amend language for clarity (delete language already covered in 28.04).
<b>29</b>	Occupational Health & Safety	Current language
<b>30</b>	Grievance Procedure	Article re-written to improve the process.
<b>31</b>	Joint Committee: U-ER Relations	Re-named Employee Management Advisory Committee (EMAC) 31.02 – Delete clause to allow flexibility in meeting structure. 31.03 – Moved clause into Article 3. 31.04(c) - Amended to reflect that working short and staffing are issues to be discussed at EMAC.
<b>31A</b>	Professional Responsibility Committee	Current language
<b>32</b>	Premiums	Current language
<b>33</b>	ER Social Fund Contribution	33.03 – Delete clause to remove employer involvement in the Social Committee.
<b>34</b>	Professional Fees	Current language
<b>35</b>	Preceptor and Apprenticeship Trainer Program	Current language
<b>36</b>	Uniforms and Apparel	Current language
<b>37</b>	Technological Change	Current language
<b>38</b>	Job Classification	Current language

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<b>39</b>	Transportation Allowance	Current language
<b>40</b>	Lockers	Current language
<b>41</b>	Handling Cash and Disbursements	Current language
<b>42</b>	Employment of Students	Current language
<b>Appendix A</b>	Salary Grids	<p>For Barrhead Collective Agreement only, for classifications that are in General Support Services - on the grid:</p> <ul style="list-style-type: none"> <li>• March 1, 2023 1.25%</li> <li>• October 1, 2023 2%</li> </ul> <p>For the Auxiliary Nursing classifications at Barrhead and all classifications in the other Collective Agreements - on the grid:</p> <ul style="list-style-type: none"> <li>• April 1, 2022 1%</li> <li>• March 1, 2023 1.25%</li> <li>• October 1, 2023 2%</li> </ul> <p>For Home Care Attendants only effective April 1, 2022 additional 50 cents on each step of the grid.  For Home Care Attendants only effective April 1, 2023 additional 50 cents on each step of the grid.</p> <p>Change "Occup/Physio Aide" to "Rehab Aide"  Change "Occup/Physio Assistant" to "Rehab Asst"</p>
<b>LOA</b>	Legal Indemnification	Letter re-written to reflect current practice.
<b>LOA</b>	Monthly Employee Information Document	LOU deleted and moved into Article 13
<b>LOA</b>	Auxiliary Care Worker	Current language

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<b>LOU</b>	RRSP	Lou Deleted and moved into Article 23
<b>Addendum</b>	Home Care – Kensington, Millwoods and Southside Manor	Home Support Attendant and Independent Living Attendant renamed Home Care Attendant. Article 11 – Delete amendment for Home Care Addendum
<b>New LOU</b>	Employment in Multiple Sites	New LOU providing process for Employees to work in two jobs in different bargaining units.
<b>New LOU</b>	Contracting Out	The Employer agrees not to contract out work of the bargaining unit that would result in the layoff of a current full time or part time member of the bargaining until before September 29, 2024.
<b>New LOU</b>	Long Service Pay Adjustment	LOU takes effect on October 1, 2023 and applies to Auxiliary Nursing classifications only.  In addition to the basic hourly rates of pay specified in Appendix A – Salary Grid, an Employee who has twenty (20) or more calendar years of service with the Employer, shall receive a 2% Long Service Pay Adjustment (LSA). An Employee's LSPA shall form part of the Employee's basic hourly rate of pay.
<b>New LOU</b>	Lump Sum Payments – Recognition for Services Rendered during the Covid-19 Response	Within three (3) full pay periods following the Date of Ratification, each Employee (who worked between January 1, 2021 and December 31, 2021) in the active employ of the Employer on the Date of Ratification shall be issued a one-time premium payment of 1.0% of their then-current Basic Rate of Pay for all hours actually worked between January 1, 2021 and December 31, 2021 minus deductions required by law.
<b>New LOU</b>	Employee Management Advisory Committee (EMAC) Concern/Suggestion Form	New form created to allow Employees to record and report instances of working short, which will then be reviewed by Management and Union members at regular EMAC meetings. Forms will be posted on your union bulletin boards.