

The parties agree that the expiry date of the Collective Agreements shall be September 30, 2024.

For Barrhead Collective Agreement only, for classifications that are in General Support Services - on the grid:

- March 1, 2023 1.25%
- October 1, 2023 2%

For the Auxilliary Nursing classifications at Barrhead and all classifications in the other Collective Agreements - on the grid:

- April 1, 2022 1%
- March 1, 2023 1.25%
- October 1, 2023 2%

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.

LETTER OF AGREEMENT ("LOU")

between

SHEPHERD'S CARE FOUNDATION/Site Name

and

ALBERTA UNION OF PROVINCIAL EMPLOYEES

RE: 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.

This LOU expires September 29, 2024.

ON BEHALF OF THE EMPLOYER

ON BEHALF OF THE UNION

Date

Date

LETTER OF AGREEMENT ("LOU")

between

SHEPHERD'S CARE FOUNDATION/ Barrhead (the "Employer")

and

ALBERTA UNION OF PROVINCIAL EMPLOYEES

RE: LONG SERVICE PAY ADJUSTMENT

This Letter of Understanding 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 (LSPA). An Employee's LSPA shall form part of the Employee's basic hourly rate of pay.

ON BEHALF OF THE EMPLOYER

ON BEHALF OF THE UNION

Date

Date

(DOES NOT APPLY TO BARRHEAD)
LETTER OF UNDERSTANDING ("LOU")

between

SHEPHERD'S CARE FOUNDATION /Site Name (the "Employer")

and

ALBERTA UNION OF PROVINCIAL EMPLOYEES

RE: LONG SERVICE PAY ADJUSTMENT

This Letter of Understanding takes effect on October 1, 2023.

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 (LSPA). An Employee's LSPA shall form part of the Employee's basic hourly rate of pay.

ON BEHALF OF THE EMPLOYER

ON BEHALF OF THE UNION

Date

Date

LETTER OF UNDERSTANDING

between

SHEPHERD'S CARE FOUNDATION/Site Name (the "Employer")

and

ALBERTA UNION OF PROVINCIAL EMPLOYEES

**RE: LUMP SUM PAYMENTS – RECOGNITION FOR SERVICES RENDERED
DURING THE COVID-19 RESPONSE**

Within three (3) full pay periods following the DOR, each Employee (who worked between January 1, 2021 and December 31, 2021) in the active employ of the Employer on the DOR 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.

ON BEHALF OF THE EMPLOYER

ON BEHALF OF THE UNION

Date

Date

17.09 to read as follows, "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." Add "Full time" after Regular" in 17.03 and 17.04

To resolve article 17 and to resolve AUPE Grievances 848935, 848905, 848906, 848907, 848908, 848909 re Truth and Reconciliation (September 30, 2021); and AUPE Grievances 849092 - 849097 re Truth and Reconciliation September 30, 2022;

- Effective September 30, 2023, to the list at clause 17.01 add National Day for Truth and Reconciliation;
- All employees in the employ of the Employer on the date of ratification who were active permanent or temporary full time employees on September 30, 2022 (and who would have been entitled to Holiday Pay pursuant to the terms of the collective agreement applicable to them) will be paid Holiday Pay equivalent to 7.75 hours x their then-current basic hourly rate of pay minus deductions; and
- All employees in the employ of the Employer on the date of ratification who worked on September 30, 2022 will be paid the equivalent of .5x their then-current basic hourly rate of pay x the hours they worked on September 30, 2022 minus deductions.
- All employees in the employ of the Employer on the date of ratification who were active permanent or temporary full time employees on September 30, 2021 (and who would have been entitled to Holiday Pay pursuant to the terms of the collective agreement applicable to them) will be paid Holiday Pay equivalent to 7.75 hours x their then-current basic hourly rate of pay minus deductions; and
- All employees in the employ of the Employer on the date of ratification who worked on September 30, 2021 will be paid the equivalent of .5x their then-current basic hourly rate of pay x the hours they worked on September 30, 2021 minus deductions.

20.02 ...

In case of:

- (a) illness;
- (b) injury;
- (c) layoff;
- (d) leave of absence;
- (e) unpaid leave while in receipt of Short Term Disability Insurance or the Long Term Disability Insurance or WCB;
- ~~(f)~~—sick leave shall not accrue during the period of such absences in excess of one (1) month.

22.06(d) add, ", but the Employer shall not require the death certificate."

Clause 31.04(c) to read as follows, "The desired function of the EMAC is to examine and make recommendations regarding the concerns of Employees (e.g., staffing and working short) and other matters related to employment, not covered within the Collective Agreement."

11.XX Weekend Position

(a) Notwithstanding the other clauses of the Collective Agreement, the Employer may post a position which requires the successful applicant to work every weekend as a part of their schedule/shift cycle in which case the schedule/shift cycle will not be deemed to violate any of the clauses of the Collective Agreement and working such shifts shall not entitle the Employee to overtime.

(b) Weekend positions must be posted as per Article 10.

(c) The introduction of weekend positions shall not be as the result of schedule changes which remove a weekend shift from a current Employee in order to create the weekend position.

19.02(e) GREAT WEST LIFE for the following:

Group Benefits, which cover life insurance and accidental death and dismemberment insurance providing in an amount equal to 1x the Employee's annual salary (based on their FTE), rounded to the next (higher) \$1,000.

An Employee may elect to carry Optional AD&D coverage at the Employee's own expense in units of \$10,000.00 up to prescribed maximums.

For thirty-one (31) days after an Employee's date of enrollment in the Group Benefits, coverage may be extended to include Optional Dependent Life. After thirty-one (31) days, an Employee may still apply for Optional Dependent Life. In this case, Evidence of Insurability is required; a medical examination (at the Employee's own expense) will be required and the insurance carrier may accept or reject the Employee's application.

Optional AD&D coverage may be reduced or discontinued by the Employee at any time provided the Employee submits their request in writing to the SCF Benefits Administrator. Similarly, Optional Dependent Life coverage can be discontinued by the Employee at any time provided the Employee submits their request in writing to the SCF Benefits Administrator.

The total cost of premiums for Optional AD&D and Optional Dependent Life coverage are paid by the employee.

19.06 Effective immediately, replace the current language in the Collective Agreements

with the following:

Regular full and part time employees shall be eligible for a Health Spending Account (HSA) if they are an active member of the Benefits Plans on the annual eligibility date (last day of the pay period immediately prior to December 1 of the calendar year prior to the calendar year of the HSA).

For a regular full-time employee who is eligible on the annual eligibility date, eight hundred dollars (\$800.00) shall be allocated to their HSA January 1st of the following calendar year and for a regular part-time employee who is eligible on the annual eligibility date, a prorated amount of eight hundred dollars (\$800.00) (based on their FTE as of the pay period immediately prior to December 1st) shall be allocated to their HSA January 1st of the following calendar year.

Any unused allocation in an eligible Employee's HSA as of December 31 of each calendar year may be carried forward for a maximum of one (1) calendar year.

Where the Employer is the administrator of the HSA, it shall determine the terms and conditions governing the HSA. Where the Employer chooses to contract with an insurer for the administration of the HSA, the administration shall be subject to and governed by the terms and conditions of the applicable contract. At all times, the HSA shall be administered in accordance with the Income Tax Act and applicable regulations in effect during the course of operation of the HSA.

An Employee who, in the course of a calendar year, is hired or transferred into a HSA eligible position (i.e., from casual or a non-HSA eligible position), shall be eligible for the HSA once they are an active member of the Benefits Plans, on a prorated basis based on the number of full months remaining in the calendar year (from their date of eligibility) and based on their FTE.

An Employee whose entitlement has terminated shall have one (1) month from the first day of the month following their cessation in the Benefit Plans to submit a claim for eligible HSA expenditures incurred prior to the date of cessation in the Benefits Plans.

Effective January 1, 2024, increase "\$800.00" in 19.06 to "\$900.00".

Effective no later than the start of the month 90 calendar days after DOR, a prescription shall not be required to access the massage therapy benefit provided pursuant to the Supplementary Health Benefits Plan.

ARTICLES 24 and 26 - REGULAR PART-TIME AND CASUAL

24.03 Part-time Employees are only entitled to overtime if they are authorized by the Employer and work ~~not eligible for overtime until they have worked~~ (exclusive of meal periods) more than seven and three-quarter (7 3/4) hours in a day, ~~exclusive of meal periods,~~ or more than seventy-seven point five (77.5) hours in a two (2) week shift

cycle. If a Part-time Employee is entitled to pay at the overtime rate, that compensation is at the rate set out in Article 12 or if mutually agreed between the Employer and the Employer, equivalent time off in lieu of pay at a mutually agreeable time.

- ~~24.04~~ ~~Part-time Employees shall be compensated after seventy-seven point five (77.5) hours in a two (2) week shift cycle, at the applicable overtime rate as per Article 12 or with time off in lieu at a mutually agreeable time to be taken.~~
- 26.09 Casual Employees are only entitled to overtime if they are authorized by the Employer and work (exclusive of meal periods) more than seven and three-quarter (7 3/4) hours in a day or more than seventy-seven point five (77.5) hours in a two (2) week shift cycle. If a Casual Employee is entitled to pay at the overtime rate, that compensation is at the rate set out in Article 12. ~~Regular hours of work for a Casual Employee are up to seven and three-quarter (7 3/4) hours per day, exclusive of meal periods. Casual Employees are not eligible for overtime until they have worked more than seven and three-quarter (7 3/4) hours in a day, exclusive of meal periods.~~
- 28.01 In the event an Employee is given a written warning, it shall be within ~~ten (10)~~ seven (7) days of the date the Employer concludes their investigation. A written warning that is grieved and determined to be unjustified shall be removed from the Employee's record.
- 28.02 In the event an Employee is suspended or dismissed, the Employer shall provide written reasons for the suspension or dismissal to the Employee and the Union within five (5) days of the action being taken. The action of suspension or dismissal shall be within ~~ten (10)~~ seven (7) days of the date that the Employer concludes their investigation. When action involves a suspension, the notice shall specify the time period of the suspension.
- 28.04 The Employer will schedule a disciplinary discussion or investigation with an Employee, ~~where such investigation is under the discretionary control of the Employer,~~ by giving reasonable advance notice. Prior to such discussion or investigation, the Employer shall advise an Employee of their right to be accompanied by a Union Steward or Union Representative of their choice. The Employer shall give the Employee a reasonable amount of time to contact their Union Steward or Union Representative.
- 28.09 The Employee shall sign all notices of discipline, for the sole purpose of indicating the Employee is aware of the discipline, and the letter shall indicate same. It is deemed notification when the Employee refuses to sign.
- 28.10 Disclosure
- ~~Where the Employer's investigation results in discipline against an Employee, the disciplinary interview will be arranged in advance to allow the scheduling of the Employee and the Union Steward. The parties recognize the principle of~~

disclosure of information in matters resulting in discipline and the Employee's right to be represented by a Union Steward.

LETTER OF UNDERSTANDING

between

SHEPHERD'S CARE FOUNDATION/Site Name

and

ALBERTA UNION OF PROVINCIAL EMPLOYEES

**RE: EMPLOYEE MANAGEMENT ADVISORY COMMITTEE (EMAC)
CONCERN/SUGGESTION FORM**

If an Employee has a concern/suggestion about staffing or working short they may submit it in writing to the EMAC using the form below. The form shall be available in printed copy on the Union bulletin board. Once complete, Employees shall provide a copy of the form to their Local Chair.

TO: Employee Management Advisory Committee

FROM: _____ Employee Name

DATE: _____

Please describe your staffing or working short concern (including date and shift):

Please describe your staffing or working short suggestion:

ON BEHALF OF THE EMPLOYER

ON BEHALF OF THE UNION

Date

Date

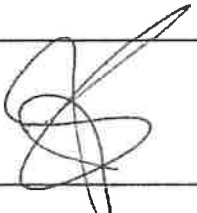

With respect to the Collective Agreement
between

Shepherd's Care Foundation
and

Alberta Union of Provincial Employees (AUPE)
Local 047 Chapter 011, 014, 018, 019, 027, 033

The following Articles were unopened by either Party and are signed-off as current language:

- Article 4 Union Membership and Dues Deduction
- Article 5 Management Rights
- Article 6 Workplace Respect – No Discrimination/No Harassment
- Article 15 Weekend Premium
- Article 21 Workers' Compensation
- Article 31A Professional Responsibility Committee
- Article 37 Technological Change
- Article 38 Job Classification
- Article 39 Transportation Allowance
- Article 41 Handling Cash Receipts and Disbursements
- Article 42 Employment of Students

FOR THE EMPLOYER	FOR THE UNION
	
DATE: <i>April 13/23</i>	DATE: February 27, 2023

The parties agree that the following articles are signed-off as current language:

Article 7
In-Service Programs

Article 8
Probationary Period and Orientation

Article 14
Shift Differential

Article 16
Union Stewards

Article 29
Occupational Health & Safety



Article 32
Premiums

Article 34
Professional Fees

Article 35
Preceptor and Apprenticeship Trainer Premium

Article 36
Uniforms And Apparel



Article 40
Lockers

FOR THE EMPLOYER	FOR THE UNION
	
DATE:	DATE: May 19, 2023

With respect to the Collective Agreement
between
Shepherd's Care Foundation
and
Alberta Union of Provincial Employees (AUPE)
Local 047 Chapter 011, 014, 018, 019, 027, 033

The following Articles are signed-off as current language:

- Article 25 Temporary Employees

FOR THE EMPLOYER	FOR THE UNION
	
DATE:	DATE: May 19, 2023

ARTICLE 2

DEFINITIONS

Note: The parties agree that in the redrafting of the Collective Agreements after ratification of the Memo of Settlement, gender neutral pronouns will replace gendered pronouns. Subject to the parties agreeing on specific changes throughout, the parties will agree to delete 2.08.

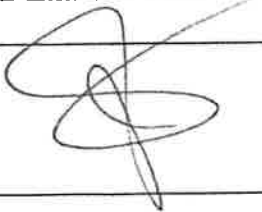

- 2.01 "Code" means *Labour Relations Code*, as amended from time to time.
- 2.02 "Arbitration" shall take meaning from the appropriate section of the Code dealing with the resolution of a dispute or difference.
- 2.03 "Union" shall mean the Alberta Union of Provincial Employees (AUPE). In the event 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.
- 2.05 "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:
- (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;
 - (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.
 - (b) "Casual Employee" is one who:
 - (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
 - (iii) works on a call in basis and is not regularly scheduled.

- (c) "Temporary Employee" is one who is hired on a temporary basis for a full-time or part-time position:
- (i) for a specific job of more than three (3) months but less than six (6) months; or
 - (ii) to replace a full-time or part-time Employee who is ~~on approved~~ ~~leave of absence~~ **or will be off work for a period in excess of three (3) months six (6) weeks;** 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;~~

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

- 2.07 "Employer" shall mean and include such officers as may from time to time be appointed, or designated to carry out administrative duties in respect of the operation and management of the Shepherd's Care Foundation.
- ~~2.08 "Feminine Gender" shall mean and include the masculine and similarly, the singular shall include the plural and vice-versa, as applicable.~~
- 2.09 "Facility" means the health facility named as "Employer" in this Collective Agreement.
- 2.10 "Practice Permits/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.
- 2.11 "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.
 - (b) "Shift Pattern" means days and/or evenings and/or night shifts.
- 2.12 "Month" is the period of time between the date in one month and the preceding date in the following month.
- 2.13 "Union Representative" means a representative from the Union authorized by the Union to act on behalf of an Employee.
- 2.14 "Local" means the Local of AUPE.
- 2.15 "Week" or "Block of Day Shifts" means a period of seven (7) successive days beginning with Monday.

- 2.16 "Shall" means must.
- 2.17 "Bargaining Unit" shall mean the unit of employees as described on the Labour Relations Board Certificate.
- 2.18 "Position" shall mean:
- (a) the Employee status;
 - (b) the classification; and
 - (c) Full-time equivalency (FTE).
- 2.19 "Status" shall mean either full-time or part-time or temporary or casual as defined above.
- 2.20 "Classification" shall mean job title and pay scale established for the job title.
- 2.21 "FTE" shall mean the ratio of the scheduled bi-weekly hours for the position held by the employee to the normal full-time bi-weekly hours defined at Article 11 - Hours of Work in this agreement.
- 2.22 "Parties" shall mean AUPE and the Shepherd's Care Foundation.
- 2.23 "Licensed Practical Nurse" shall mean an Employee who is entitled to the designation of Licensed Practical Nurse pursuant to the *Health Professions Act*, as amended, and is a member in good standing of the College of Licensed Practical Nurses of Alberta (CLPNA).
- 2.24 "Health Care Aide" shall mean an Employee who is entitled to the certification of Health Care Aide pursuant to applicable legislation and pursuant to Alberta Health Services regulations.
- 2.25 **"Days of Rest/Scheduled Rest Day" means all days when a full-time Employee is not scheduled to work on the posted and confirmed schedule pursuant to the Hours of Work and Scheduling article.**

FOR THE EMPLOYER	FOR THE UNION
	
DATE: April 13/23	DATE: April 5, 2023



ARTICLE 3

RECOGNITION AND APPLICATION

- 3.01 (a) The Employer recognizes the Union as the sole bargaining agent for all employees 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 bargaining unit for which it is certified and to bind them by a Collective Agreement.
- 3.02 This agreement will not apply to persons who are agreed between the parties to be excluded from the bargaining unit, or who have been determined by the Labour Relations Board to be excluded under the provisions of the *Labour Relations Code [LRC]*.
- 3.03 (a) Persons whose jobs are not in the bargaining unit shall not perform bargaining unit work, except for purposes of instruction, in an emergency, or due to unforeseen short term circumstances, and provided that the act of performing the aforementioned work does not displace any bargaining unit employee or reduce the hours of work or pay of any Employee.
- (b) An emergency is defined as any unexpected situation that arises that prohibits the Employer from providing the normal standard of service or endangers the well being of the residents.
- 3.04 The Employer agrees that the Union shall be the sole Bargaining Agent for the incumbents of those positions which are included in classifications set out in this Agreement and all new employees of those existing classifications in the bargaining unit, newly created positions inside the bargaining unit and any classifications determined by the Labour Relations Board as included in the bargaining unit and covered by the collective agreement.
- 3.05 No Employee shall be required or permitted to make any written or verbal agreement, which may be in conflict with this Agreement.
- 3.06 Union Representation
- (a) For the purposes of this collective agreement, the Union shall be represented by the properly appointed officers designated by the Union. 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 notification of the Director of Human Resources or the site designate.
- (c) Union membership meetings may be held on Employer premises subject to the approval of the Employer.

- 3.07 The Employer shall provide a Union-exclusive Bulletin Board at each Site or facility, to be placed, in accessible locations. The Bulletin Board shall be a size large enough for effective communications and information upon which designated space shall be provided where the Union may be permitted to post notices of meetings and other such notices, which may be of interest to Employees. It is not the intention of the Union to post anything objectionable to the Employer.
- 3.08 All correspondence between the parties shall flow between designated representatives of the Employer and designated representatives of the Union. Both parties shall advise each other, in writing, of the names of their representatives.
- 3.09 (a) The Employer shall advise new Employees of the fact that a Collective Agreement is in effect. Employees shall be given a Union orientation 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.
- (c) **An Employee shall have the right to wear or display the recognized insignia of the Union, in accordance with the policies and procedures of the Employer.**
- 3.10 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.
- 3.11 Application of the Collective Agreement
- 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.
- 3.12 Any changes deemed necessary in the Collective Agreement shall be made by mutual agreement at any time during the existence of this Collective Agreement. Such changes shall be in writing and duly signed by authorized agents of the parties.
- 3.13 Where a conflict exists between a provision contained in this Collective Agreement and any subject matter covered by the Employer's policies, regulations, guidelines or directives, the Collective Agreement shall apply.
- (a) Only Employees entitled to designation as a Licensed Practical Nurse (LPN) pursuant to the *Health Professions Act R.S.A. 2000, c.H-7* as amended, shall be employed as a Licensed Practical Nurse and shall replace an LPN who is unavailable for work.

- (b) Only Employees certified or deemed competent as a Health Care Aide (HCA) shall be employed as a Health Care Aide and shall replace an HCA who is unavailable for work.

FOR THE EMPLOYER	FOR THE UNION
	
DATE: <i>April 13/23</i>	DATE: Mar 6, 2023

ARTICLE 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.
- (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 Seniority shall be considered in determining the following:
- (a) preference of vacation time;
- (b) layoffs and recalls;
- (c) promotions, transfers, and in filling all vacancies within the bargaining unit;
- (d) scheduling of shifts including:
- (i) shift schedule changes, or
- (ii) the selection of available shifts based upon a new master rotation;
- (e) distribution and allocation of additional hours of work for Part-time employees who have designated in writing their availability;
- (f) distribution and allocation of overtime hours;
- (g) assignment of the hourly premium for in charge, security, pager and any other responsibilities, which may be waived by a senior employee, provided there is a less senior qualified employee on duty.
- 9.03 Seniority shall be considered broken, all rights forfeited, and there shall be no obligation to rehire:
- (a) when the employment relationship is terminated by either the Employer or the Employee;
- (b) upon the expiry of ~~twelve (12)~~ **fifteen (15)** months following the date of initial layoff, if during ~~which~~ **such** 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.

9.04 (a) Seniority lists shall be provided by the Employer to the Union two times (2X) a year in January and July or when Employees have been served notice pursuant to the provisions of Article 27. The Employer shall also post a copy of the seniority list on the joint bulletin board provided two times a year (2X) in January and July.

(b) **Employees will have four (4) weeks to take issue with any changes made to the seniority list since the last list was provided to the Union, otherwise the seniority list will be deemed correct.**

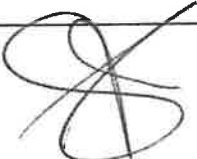

9.05 The seniority list shall contain the name of each regular Employee, their employment status, position/ job title(s), their date of hire and FTE hours.

9.06 Should a difference arise regarding an Employee's seniority, the Employer will provide the Employee with the information necessary to establish accurate seniority.

9.07 **Seniority tie breaking**

(a) **Where two (2) or more Employees have the same seniority date, the Union will conduct a random ordering to produce individual ranking of seniority.**

(b) **Order of seniority established through the application of this Article shall continue in force and effect thereafter.**

FOR THE EMPLOYER	FOR THE UNION
	
DATE: April 13/23	DATE: March 3, 2023

APPOINTMENTS, VACANCIES AND PROMOTIONS

10.01

When a new position is created or when a vacancy occurs in any classification covered by this Collective Agreement:

The Employer shall post notices of all vacancies not less than seven (7) calendar days in advance of filling the vacancy; and

The posting shall contain the following information:

- (a) qualifications and/or competencies as required;
- (b) employment status (Regular, Temporary, Casual);
- (c) classification and full-time equivalency [FTE];
- (d) range of rate of pay;
- (e) if temporary, the anticipated duration of such position; and
- (f) number of hours per shift, shift pattern and the shift cycle.

All applications for job postings shall be made in writing to the contact person designated on the posting.

10.02

A copy of all job postings shall be forwarded to the Chapter Chairperson.

At time of hire or transfer, or change of hours in accordance with Article 11- Hours of Work, or change of category in accordance with Article 38.02 or 38.03, all Employees shall receive a letter, which shall include the following:

- (a) status (Regular, Temporary or Casual);
- (b) classification;
- (c) number of hours per Shift and Shifts per Shift cycle;
- (d) date of hire and transfer (if applicable); and
- (e) Increment level.

These shall not be altered except by mutual agreement with AUPE and the operation of the provisions of this Collective Agreement.

10.03

- (a) When filling vacancies, the determining factors shall be job related skills, training, knowledge, ability and experience, and where those factors are relatively equal, seniority shall be the deciding factor.
- (b) For vacancies within the bargaining unit the Employer shall give first priority and consideration for selection to applicants who are members of

the Vanguard work site, applications from other Employees in other AUPE Shepherds Care Foundation bargaining units second before considering applicants from outside the bargaining unit.

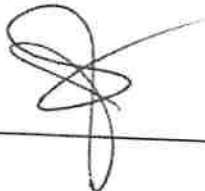
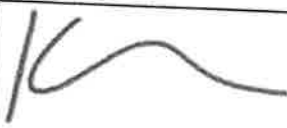
10.04 When the posting process is completed and the position is awarded, notice of the award will be posted within five (5) working days of the decision with a copy to the Employee and the Chapter Chairperson.

10.05 Trial Period

- (a) Where an Employee is transferred through competition, reclassified, or promoted, the Employer may require that he serve a full trial period of two hundred and thirty-two point five (232.5) hours worked in his new position.
- (b) The trial period may be extended by the number of hours absent during the prescribed period.
- (c) If the trial period is deemed unsuccessful, the Employee may revert to their former position, rate of pay and increment step, without loss of seniority.

10.06 A regular Employee who applies for and is successful on a temporary posting shall maintain her status as a regular Employee. A casual Employee who applies for and is successful for a temporary position shall receive all entitlements and benefits applicable to a temporary Employee. At the completion of the temporary term, the regular Employee shall return to her former position. At the completion of her temporary term, the casual Employee shall resume the normal terms and conditions of employment applicable to a casual Employee.

10.07 The foregoing provisions shall be waived by the parties upon written mutual agreement, and deemed inoperative when placement of an Employee in a job is effected to accommodate ~~the medical condition of an Employee for a physical or mental disability;~~ to accommodate a request by the Workers' Compensation Board or the underwriters of the long term disability income insurance plan. The purpose of the waiver is to provide a period of rehabilitative work experience or vocational rehabilitation.

FOR THE EMPLOYER	FOR THE UNION
	
DATE: <u>April 13/23</u>	DATE: April 5, 2023

ARTICLE 11

HOURS OF WORK and SCHEDULING

11.01 Regular hours of work for **Full-time** Employees, exclusive of meal periods shall be:

- (a) seven and three-quarter (7 3/4) consecutive hours per day;
- (b) thirty-eight and three-quarter (38 3/4) hours per week averaged over one complete cycle of the shift schedule;
- ~~(c) the Employer shall provide two (2) fifteen (15) minute paid breaks or one thirty (30) minute paid break per full shift of seven and three-quarter (7 3/4) hours. These options are subject to the operational requirements of the Employer.~~

11.02 ~~Regular hours of work shall be deemed to include:~~

Paid Breaks

- (a) The Employer shall provide one (1) paid break of fifteen (15) minutes during each shift of not less than three point eight seven (3.87) hours or;
- (b) The Employer shall provide two (2) fifteen (15) minute paid breaks or one thirty (30) minute paid break per full shift of seven and three-quarter (7 3/4) hours. These options are subject to the operational requirements of the Employer.
- (c) If an Employee is required to work or recalled to duty during her paid break, she shall be given a full paid break later in her shift, or, where that is not possible, shall be paid for the break at two times (2X) her basic rate of pay.

11.03 Working During Meal and Rest Periods-Breaks

- (a) An unpaid meal break of not less than one half (1/2) hour shall be granted to all Employees wherever possible at approximately the midpoint of each seven and three-quarter (7 3/4) shift.
- (b) If an Employee is required to work or is recalled to duty during her meal break, compensating time off for the full meal break shall be provided later in the shift, or she shall be paid at two times (2X) the basic rate of pay for the full meal break.
- (c) If the Employer requires an Employee to be readily available for duty during her meal break, she shall be so designated in advance and be paid for that meal break at her basic rate of pay for the full meal break.

11.04 Current language

11.05 Current language

11.06 Shift Scheduling Standards and Premiums for Non-Compliance

- (a) Shifts schedules for Full-time and Part-time Employees will be posted not less than ~~six (6)~~ **Effective starting within four (4) calendar weeks following Date of Ratification, shift schedules for Full-time and Part-time Employees will be posted not less than twelve (12) weeks in advance.** weeks in advance. An Employee's shift schedule may be changed after it is posted provided that the Employer gives the Employee fourteen (14) calendar days' notice of such change and the change is confirmed in writing with the Employee and written on the shift schedule. For clarification purposes - changing from one floor to another in the same facility does not constitute a shift change. **(This provision does not apply regarding the 4th floor shift schedule at Vanguard. Effective starting within four (4) calendar weeks following Program Transition from Greenfield to the 4th floor of VG, shift schedules for Full-time and Part-time Employees will be posted not less than twelve (12) weeks in advance.)**
- (b) If the fourteen (14) calendar days' notice is not given, the Employee is entitled to two times (2X) her basic rate of pay for all regular hours scheduled and worked on the first shift of the revised schedule.
- (c) In the event of an act of God or emergency such as fire, flood or other circumstances beyond the control of the Employer, the fourteen (14) day notice period will not apply.

11.07 Allocation of Additional Shifts

- ~~(a) A Regular Part-time Employee may submit in writing her willingness to pick up additional shifts. The Employer may schedule Part-time Employees, who have given their request in writing (availability), for additional shifts with the consent of the Part-time Employee.~~
- ~~(b) Where there are additional shifts, the Employer shall distribute the additional shifts to regular employees first consistent with the principles of seniority~~
- ~~(a) Opportunity to work additional hours of work shall be made _____ available to Part-time Employees who are senior, available and have _____ requested additional hours of work; and then to _____~~
- ~~Casual employees on a fair rotational basis. The aim was to manage overtime hours (see Article 11.10).~~
- ~~(b) And then for~~

~~overtime to regular employees on the basis of seniority for all overtime hours.~~

- (a) If they wish to pick up additional shifts, Regular and Temporary Part-time Employees and Employees on layoff (including Employees who have had the hours in their Regular Full or Part-time position reduced through Article 27) shall submit their availability in writing as per the Employer's process. **Should the Employer change their process, they will provide the Union with thirty (30) calendar days' notice of such change.**
- (b) Where there are additional shifts available, the Employer shall offer the shifts to Employees employed in the classification as follows:
 - (i) First to Employees on layoff from that classification (including Employees who have had the hours in their Regular Full or Part-time position reduced through Article 27), who have submitted their availability, on the basis of seniority;
 - (ii) Then to Regular and Temporary Part-time Employees from that classification, who have submitted their availability, on the basis of seniority;
 - (iii) Then to casual Employees on a rotational basis; and
 - (iv) Then to Regular and Temporary Full-time Employees on the basis of seniority.
- (c) If an Employee requests a schedule change agreeable to the Employer, this clause does not apply.
- (d) At the request of the Union or the Employer, the parties agree to meet to discuss the distribution of additional hours of work and overtime hours of work.

11.08

Shift Schedule Posting

The shift schedules for Employees shall provide for:

- (i) at least fifteen and one-half (15 1/2) hours off-duty between shifts;
- (ii) no more than six (6) consecutive scheduled days of work except when mutually agreed to between the Employee and the Employer;
- (iii) not more than two (2) different shift starting times between scheduled days off;
- (iv) ~~no split shifts;~~

- (v) no shift shall be less than three (3) hours;
- (vi) two (2) weekends off in each four (4) week period. "Weekend" shall mean a Saturday and the following Sunday, assuring a minimum period of sixty (60) hours off duty;
- (vii) and at least two (2) consecutive days of rest.
- ~~(viii) Shift Exchange Request forms can be accepted up to twenty four (24) hours before the actual shift as long as it does not incur overtime. In addition, there can be no shift swapping through two (2) or more pay periods.~~

11.09

Schedule Changes

~~Shift schedules shall provide for at least twelve (12) hours off duty between shifts. If the Employee is required by the Employer to change shifts without receiving twelve (12) fifteen and one-half (15 1/2) hours off-duty, she they shall be paid premium pay at two times (2X) her their basic rate of pay for that shift. The standard process for shift replacement would apply. (Refer to Article 11.07 (a), that is:~~

- ~~(i) Call Part timers first by seniority and availability, then~~
- ~~(ii) Casual Employees, on a fair rotational basis, then if still unable to replace shift, then,~~
- ~~(iii) Call Regular full time employees by seniority at overtime rate.~~

If the Employee requests a schedule change agreeable to the Employer, this ~~section~~ **clause** shall not apply. This ~~section~~ **clause** shall not apply in cases when Article 11.06 ~~above~~ has been applied in altering a shift schedule.

11.10

Employee Shift Trading Exchanges

- (a) Employees may exchange shifts ~~among~~ **between** themselves, provided that:
 - (i) the exchange is agreed to, ~~in writing,~~ **and documented between by** the affected Employees; and
 - (ii) prior approval of such exchange has been given by the Employee's immediate supervisor. **The request is approved when such supervisor documents and communicates their approval to the Employee submitting the request.**
- ~~(b) The request shall be in writing; the Employer shall initial such request and provide a copy to the Employee.~~
- (e) Shift Exchange Request forms ~~can~~ **will** be accepted **for consideration** up to twenty-four (24) hours before the actual shift as long as ~~it~~ **the requested**

exchange does not incur overtime.

(d) ~~In addition, there can~~ **shall** be no shift swapping exchanges through two (2) or more pay periods **or with a Casual Employee. A request to exchange** shifts shall not be unreasonably denied.

~~11.11~~ (e) ~~Such~~ **Approved** exchanges shall be recorded on the shift schedule.

(f) Such exchange shall not be deemed a violation of **the** provisions of this Collective Agreement.

~~(g) No exchanged shift shall be unreasonably denied.~~



11.12 Current language

11.13 Current language

11.14 Current language

11.15 Current language

11.16 Current language

FOR THE EMPLOYER	FOR THE UNION
	
<p>DATE:</p>	<p>DATE: May 15, 2023</p>

ARTICLE 12

OVERTIME



12.02 (a) Overtime is all time authorized by the Employer and worked by an Employee in excess of the regularly scheduled daily hours, weekly hours of work, or on a ~~scheduled rest day~~ **Scheduled Rest Day** or any violation of Article 11-- Hours of Work. If mutually agreed between the Employee and the Employer, equivalent time off in lieu of pay may be granted and scheduled at the discretion of the Employer.

Time off not taken within twelve (12) months from the date earned shall be paid out at overtime rates.

(b) The Employer shall designate an individual on the facility premises who may authorize overtime. The Employer shall not unreasonably deny authorization after the fact for overtime worked where such overtime arises as a result of unforeseeable circumstances in which it is impossible to obtain prior authorization.

12.02 Current language

12.03 Current language

FOR THE EMPLOYER	FOR THE UNION
	
DATE:	DATE: May 15, 2023

ARTICLE 13

SALARIES

13.01 The basic rate of pay as set out in the Salaries Schedule shall be applicable to all Employees covered by this Collective Agreement.

13.02 Wage rates are effective on the dates specified in the Wage Schedule.

13.03 ~~Subject to any of the other terms of this Collective Agreement providing for the withholding or delay in granting of an increment,~~ An Employee's basic rate of pay will be advanced to the next higher basic rate of pay following:

- (a) in the case of a Full-time Employee, two thousand and twenty-two decimal seven five (2,022.75) hours paid, exclusive of all overtime hours, or
- (b) Part-time and Casual Employees shall be entitled to an increment on the completion of two thousand and twenty-two decimal seven five (2,022.75) hours paid.

13.04 Retroactivity

An Employee must be employed on or as of the date of ratification in order to receive the wage rates in the attached schedules.

There is no retroactive pay for Employees who are not employed with the Employer on the date of ratification.

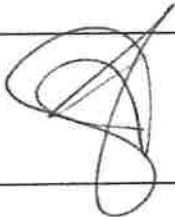

13.05 Recognition of Previous Experience

- (a) For the purpose of establishing the basic rate of pay, the Employer shall recognize previous experience satisfactory to the Employer provided that not more than two (2) years have elapsed since such experience was obtained.
- (b) Previous experience will be recognized in complete yearly units of two thousand and twenty-two decimal seven five (2,022.75) hours.

13.06 Employees who terminated employment from the Employer and then are re-employed will be placed at the same increment on the salary scale upon re-employment provided that:

- (a) they are re-employed into exactly that same classification that they held prior to termination;
- (b) that their re-employment is within two (2) years of their prior termination.

- 13.07 When an Employee voluntarily transfers to a classification with a lower rate of pay her salary shall be adjusted immediately to the basic rate she would have been entitled to had she been on the lower rated classification from commencement of employment.
- 13.08 Employees required by the Employer to attend mandatory staff meetings, shall be paid at the applicable rate of pay, for attendance at such meetings.
- 13.09 There shall be no pyramiding of differentials, premiums, and bonuses for purposes of computing overtime hourly rates, unless so stated expressly in this agreement.
- 13.10 Paydays shall be on a bi-weekly basis by direct deposit, in accordance with the Employer's established practice.
- 13.11 Should the Employer issue an Employee an overpayment of wages and/or other compensation, then the Employer may make the necessary monetary adjustments and take such internal administrative action necessary to correct such errors. The Employer shall notify the Employee in writing that an overpayment has been made and discuss repayment options with the Employee. By mutual agreement between the Employer and the Employee, repayment arrangements shall be made. In the event mutual agreement cannot be reached, the Employer shall recover the overpayment by deducting up to ten percent (10%) of the Employee's gross earnings per pay period. If the Employee's employment ceases prior to full repayment is made, the Employer may deduct the balance left owing from the Employee's final pay cheques or other funds due to the Employee.**
- 13.12 At least once a month, for an Employee who has worked in that period, the Employer shall advise the Employee of the Employee's:
- (a) accrued and unused sick leave credits, if any;
 - (b) unused and banked Named Holidays in lieu, if any;
 - (c) accrued and unused vacation time, if any; and
 - (d) RRSP contributions, if any.

FOR THE EMPLOYER	FOR THE UNION
	
DATE: <i>April 13/23</i>	DATE: April 5, 2023

ARTICLE 18
ANNUAL VACATION

18.01 For the purpose of this Article, "Vacation" means vacation with pay.

18.02 Vacation Entitlement for Regular Full-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) to the second (2nd) year of such employment, an Employee earns a vacation entitlement of three (3) weeks (fifteen (15) paid working days);
1 - 2 years = 3 weeks (6%)
- (b) During each of the third (3rd) to twelfth (12th) years of employment, an Employee earns a vacation entitlement of four (4) weeks (twenty (20) paid working days);
3 - 12 years = 4 weeks (8%)
- (c) During the thirteenth (13th) to nineteenth (19th) years of employment, an Employee earns a vacation entitlement of five (5) weeks (twenty-five (25) paid working days);
13 - 19 years = 5 weeks (10%)
- (d) During the twentieth (20th) years and onward with years of employment, an Employee earns a vacation entitlement of six (6) weeks (thirty (30) paid working days).
20+ years = 6 weeks (12%)

Years 1 - 2	3 weeks	6%
Years 3 - 12	4 weeks	8%
Years 13 - 19	5 weeks	10%
Years 20+	6 weeks	12%

18.03 (a) Regular Part-time Employees shall earn vacation with pay calculated in hours in accordance with the following formula:

Hours worked at the rate specified in 18.03 (b) X The applicable % as outlined below = Number of hours paid vacation time to be taken

- (i) six percent (6%) during the first (1st) to second (2nd) year (1 - 2 years + 3 weeks or 6%); or
- (ii) eight percent (8%) during each of the third (3rd) to twelfth (12th) years of employment (3 - 12 years = 4 weeks or 8%); or

(iii) ten percent (10%) during the thirteenth (13th) to nineteenth (19th) years of employment (13 – 19 years = 5 weeks or 10%); or

(iv) twelve percent (12%) during the twentieth (20th) and subsequent years of employment (20+ years = 6 weeks or 12%).

(b) For the purpose of Article 18.03 (a), hours worked shall include hours worked and paid at the basic rate of pay and sick leave with pay.

18.04 Vacation with pay shall not accrue during periods while:

(a) on layoff; and

(b) on unpaid absence during which she is in receipt of Short Term Disability Insurance Plan or the Long Term Disability Insurance Plan, or WCB; and

(c) on leave of absence in excess of thirty (30) calendar days for any reason.

18.05 Vacation Pay on Termination

An Employee upon termination shall receive vacation pay at her basic rate of pay for all vacation earned.

18.06 Time of Vacation

(a) All vacation shall be taken at a mutually agreeable time. ~~Reference: Article 17.08.~~

(b) The Employer shall post the vacation schedule planner by March 1st of each year. Where an Employee submits her vacation preference by April 1st of that year, approval shall be granted in order of seniority by April 30th 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 May 1st to April 30th.

(c) When an Employee submits a request in writing after April 30th for vacation, the Employer shall indicate approval or disapproval in writing of the vacation request within ten (10) days of the request. No request shall be unreasonably denied for any reason.

18.07 Once vacations are authorized by the Employer they shall not be changed except in cases of emergency or by mutual agreement between the Employer and the Employee.

No Employee is responsible for making arrangements for replacements.



18.08 An Employee called back by the Employer to work during her vacation will receive two times (2X) her basic rate of pay for hours worked. In addition to receiving the premium pay, the time so worked will be rescheduled as vacation leave with pay.

18.09 Provided an Employee has taken a minimum of two (2) weeks of their annual vacation entitlement, upon written request an Employee shall be permitted to maintain a level of vacation accrual up to one (1) year vacation entitlement, plus an additional five (5) days. An Employee may carry forward more than one (1) year's vacation entitlement if mutually agreed to between the Employee and the Employer.

18.10 Supplementary Vacation

(a) The major milestones of continuous employment shall be at twenty (20), twenty-five (25), thirty (30) and thirty-five (35) years of employment based upon the anniversary date of the Employee.

(i) Upon attaining the major milestones of continuous employment, regular employees shall qualify for a one-time supplementary paid leave of five (5) work days, over and above normal annual vacation as provided above. Utilization of this one-time paid leave is limited to the twelve (12) month period immediately following attainment of the service milestone, and is subject to the established provisions governing the scheduling of vacation. There is no carry-over or carry-forward privilege for any portion of paid leave which remains unused at the end of the twelve (12) month limited period. At the end of the twelve (12) month limited period, any unused paid leave shall be paid out. For regular part-time employees this paid leave time is paid on a pro-rata basis in accordance with the ratio of the part-time employee's scheduled bi-weekly hours compared to the scheduled bi-weekly hours for a full-time employee.

FOR THE EMPLOYER	FOR THE UNION
	
DATE:	DATE: May 19, 2023

(iii) **A pregnant Employee whose pregnancy ends other than as a result of a live birth within sixteen (16) weeks of the estimated due date is entitled to maternity leave. If maternity leave has not already commenced in accordance with Article 22.03(a)(i), such maternity leave shall commence on the date that the pregnancy ends. Such maternity leave shall end sixteen (16) weeks after the commencement of the leave.**

(b) (i) Current Language

(ii) Current Language

22.04 Parental or Adoption Leave

(a) Current Language

(b) Current Language

(c) Current Language

(d) (i) Current Language

(ii) Current Language

22.05 Current language

22.06 Bereavement Leave

(a) In the event of a death of a family member as defined below, an Employee shall be entitled to receive wage replacement benefits for five (5) paid bereavement leave days for regularly scheduled Shifts lost from work during the period of mourning or for the period of the burial, which commences on either:

(i) day of death, or

(ii) the day the Employee receives notification of the death or burial.

In either case, the Employee shall notify the Employer of the request for time off work prior to the next scheduled shift.

For the purposes of this Article, the period of mourning is seven (7) calendar days.

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 [including the death of a member's unborn 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.

In the event of a death of an aunt, or uncle as defined below, an Employee shall be entitled to receive wage replacement benefits for three (3) days paid bereavement leave to a maximum of three (3) separate occurrences (up to nine (9) total days over a calendar year period). This applies to regularly scheduled shifts lost from work during the period of mourning or for the period of the burial, which commences on either:

- (iii) day of death; or
- (iv) the day the Employee received notification of the death or burial.
- (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.
- (c) In the event of a death of another relative or close friend, the Employer shall grant one (1) working day off with pay to attend the funeral services.
- (d) Employees may be required to submit proof satisfactory to the Employer, **but the Employer shall not request the death certificate.**

require

22.07 Current language



22.08 Current language

22.09 Special Leave

- (a) Current Language
- (b) Current Language
- (c) Current Language

22.10 Current language

22.11 Current language

FOR THE EMPLOYER	FOR THE UNION
	
DATE:	DATE: May 19, 2023

ARTICLE 23

REGISTERED RETIREMENT SAVINGS PLAN

Note: Delete current Article 23 language in all Collective Agreements except the SCMW Collective Agreement and replace with the following language renumbered as appropriate.

As the LOUs require the parties' agreement to renew – the parties will not be renewing the LOU re RRSP.

As it relates to the SCMW Collective Agreement, delete clauses (23.04 and 23.05) and replace with the following language renumbered as appropriate:

23.01 The Employer agrees to continue an Employer administered, Employee self-directed, Registered Retirement Savings Plan (“RRSP”) with the Employer’s Financial Institution.

23.02 All contributions to the RRSP are for the account of the Employee only at the Employer's financial institution and may not be for spousal registered retirement savings plans or any other retirement plan or at any other financial institution.

23.03 Eligibility and Waiting Period

To be eligible for participation in the RRSP an Employee must be employed in a regular full or part-time position and meet the service requirements which qualify the Employee for participation in the Health Benefits and Insurance Plans as per Article 19 of the Collective Agreement (be in an “benefits-eligible regular position”), and also not be eligible to enroll in the Local Authorities Pension Plan (an “eligible Employee”).

An eligible Employee's participation in the RRSP will be on a voluntary basis with their decision to participate communicated as set out below within thirty (30) calendar days of their completion of six (6) months service or nine hundred and seventy five (975) hours worked, whichever is greater, (their “eligibility date”) in a benefit-eligible regular position.

23.04 Enrollment

If an eligible Employee does not enroll in the RRSP within thirty (30) calendar days of the Employee having reached their eligibility date, then the Employee, if they remain in a benefits-eligible regular position, they may voluntarily enroll in the RRSP in future during one of two annual enrolment windows. The annual enrolment windows are open for thirty (30) calendar days starting the pay period starting immediately after April 1 and October 1. To enroll, an eligible Employee must fully and accurately fill out, sign, and return the RRSP Enrolment Application and Change Form and the appropriate employee group Contribution Form to Benefits@shepherdscares.org in the required timeframe.



23.05 Contributions

- (a) After enrolment, and provided an Employee's employment continues in a benefits-eligible regular position, the Employee will contribute to the RRSP to a maximum rate of (one of the following):
- two percent (2%) of their straight time basic hourly rate of pay ("earnings") per hour worked and the Employer shall match the Employee's contribution to a maximum of two percent (2%) of earnings per hour worked; or
 - three percent (3%) of earnings per hour worked and the Employer shall match the Employee's contribution to a maximum of three percent (3%) of earnings per hour worked; or
 - four percent (4%) of earnings per hour worked and the Employer shall match the Employee's contribution to a maximum of four percent (4%) of earnings per hour worked; or
 - five percent (5%) of earnings per hour worked and the Employer shall match the Employee's contribution to a maximum five percent (5%) of earnings per hour worked;

as chosen by the Employee.

- (b) An Employee participating in the RRSP may not change their contribution rate (increase or reduce), except during an annual enrolment window.
- (c) If an Employee who is participating in the RRSP does not remain employed in a benefit-eligible regular position (e.g., moves to Casual), contributions to the RRSP will be suspended until the Employee is again employed in a benefit-eligible regular position.
- (d) After an Employee enrolls in the RRSP, if they are in a benefits-eligible regular position and they authorize that their contributions be stopped for any amount of time, all future RRSP contributions to the RRSP cease.

23.06 An Employee's accumulated contributions including Employer contributions may not be withdrawn or transferred from the RRSP, except after cessation of employment.

FOR THE EMPLOYER	FOR THE UNION
	

AUPE/ Shepherd's Care Foundation
Sign-offs

DATE:	DATE: May 15, 2023
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In the event of a death of an aunt, or uncle as defined below, an Employee shall be entitled to receive wage replacement benefits for three (3) days paid bereavement leave to a maximum of three (3) separate occurrences (up to nine (9) total days over a calendar year period). This applies to regularly scheduled shifts lost from work during the period of mourning or for the period of the burial, which commences on either:

- (iii) day of death; or
 - (iv) the day the Employee received notification of the death or burial.
- (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.
- (c) In the event of a death of another relative or close friend, the Employer shall grant one (1) working day off with pay to attend the funeral services.
- (d) Employees may be required to submit proof satisfactory to the Employer, **but the Employer shall not request the death certificate.**

22.07 Current language

22.08 Current language

22.09 Special Leave

(a) Current Language

(b) Current Language

(c) Current Language

22.10 Current language

22.11 Current language

ARTICLE 27

LAYOFF, RECALL AND SEVERANCE

27.01 It is the exclusive right of the Employer to:

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

~~Discussion point (proposal not agreed)~~

27.02

Notice of Layoff

- (a) **The Employer and the Union recognize the value of meeting prior to a layoff process occurring. The purpose of this meeting is to discuss the process of how the reduction will take place, review the current seniority list, and discuss other relevant factors the parties agree upon.**
- (b) Where, in the opinion of the Employer, it becomes necessary to displace an Employee, due to a reduction of the work force or reduction in regularly scheduled hours of work of a regular Employee, or wholly or partly discontinue an undertaking, activity or service, the Employer will notify the Employee in writing at least fourteen (14) calendar days prior to the date of layoff, except that the fourteen (14) calendar days notice shall not apply where layoff results from an act of God or emergency such as fire or flood or any other circumstances beyond the control of the Employer.
- (c) Where the layoff results from an act of God or emergency such as fire or flood or any other circumstances beyond the control of the Employer, the fourteen (14) calendar days notice is not required.
- (d) Employees will be laid off in reverse order of seniority provided that the remaining Employees have the skills, training, knowledge and ability to perform the work.

27.03

Application

In this article, classification means all classifications and status means Full-time or Part-time.

27.04

Consultation Process

- (a) **At the time of providing written notice of Layoff to affected Employee(s), the Employer and the Union shall:**
 - (i) **provide an affected Employee with the seniority lists set out in Article 9.04; and**
 - (ii) **provide an affected Employee with the list of current vacancies at the site; and**
 - (ii) **schedule a consultation meeting between the affected Employee, the Employer and the Union, at which time the Employer and the Union shall advise the Employee of their options according to clauses 27.05, 27.06, 27.07, and 27.08.**
- (b) **When an Employee is on an approved leave of absence, or Workers' Compensation Benefits, or Long Term Disability Insurance 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.

27.05

Displacement

- (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:
 - (i) the same classification with a different status, or
 - (ii) a lower-rated classification with the same status or different status, for which the displaced Employee has the skills, training and ability to perform the work.

~~When an Employee is on an approved leave of absence, or Workers' Compensation Benefits, or Long Term Disability Insurance 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.~~

~~27.06~~

~~**Vacancies**~~

- ~~(a) Affected Employees will be provided with a list of current vacancies within the bargaining unit for which they have the skills, training, and ability to perform the work.~~

~~27.04~~

~~**Employee 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.~~
- ~~(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.~~

27.05 06

Acceptance of Layoff and Recall

- (a) Employees will be recalled in reverse order of layoff to a Regular position in the classification from which they were laid-off, if the position in the classification is the same, or smaller, full time equivalent (FTE) than the Employee held at the time of layoff. that the remaining Employees have the skills, training, knowledge and ability to perform the work.

(b) No new Regular Employees will be hired into a classification where there are Employees on layoff from that classification who are willing to return to work in the position and who have the skills, training, knowledge and ability to perform the work. ~~where there are other Employees who are on layoff.~~

(c) Employee Benefit Coverage During Layoff

~~(a)~~(i) 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)~~(ii) 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 twelve (12) months from date of layoff or to the date of recall, whichever is earlier.

27.06

(d) Other than for the continuation of the seniority held at the time of layoff, an Employee's rights while on layoff shall be limited to the right of recall.

27.07

(e) Employment shall be deemed terminated when an Employee does not return from layoff when notified to do so.

27.08

(f) Laid off Employees may waive right to recall and receive any applicable severance to terminate employment and seniority rights.

(g) An Employee who is only partially recalled to their pre-layoff FTE shall remain on the recall list until such time as 27.07(h) applies.

(h) An Employee's right to recall under Article 27.07 will expire if the Employee refuses recall to a position within the same classification, FTE, shift pattern, and site as their pre-layoff position, or on the expiry of fifteen (15) months from the date of layoff, whichever first occurs.

27.09

(i) Casual Shifts

~~(a)~~ ~~(i)~~ Regular Employees who have been reduced in regular hours of work through the application of Article 27, and Employees on layoff shall indicate in writing on a regular basis to the Employer their availability to work casual shifts (i.e. work opportunities of three (3) months or less).

~~(b)~~ ~~(ii)~~ Casual shifts shall be offered to laid-off Employees by seniority provided that the Employees have the skills, training, knowledge and ability to perform the work.



~~(c)~~ ~~(iii)~~ 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.

27.10 08

Severance

In the event of a layoff resulting in the permanent reduction of regular employees or at the optional request of an Employee receiving layoff notice, notice or pay in lieu of notice shall be granted in accordance with the following severance schedule:

	weeks notice or <u>pay in lieu</u>
Service 3 months or more	2
Service 2 years or more	3
Service 4 years or more	4
Service 6 years or more	5
Service 8 years or more	6
Service 10 years or more	7
Service 12 years or more	8
Service 15 years or more	12
Service 20 years or more	16
Service 25 years or more	20
Service 30 years or more	30
Service 35 years or more	35

FOR THE EMPLOYER	FOR THE UNION
	
DATE:	DATE: May 19, 2023

ARTICLE 30

GRIEVANCE PROCEDURE

30.01 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.
- (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 President or his 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.

30.02 Time Periods

- (a) For the purpose of this Article, periods of time referred to in days shall be deemed to mean such periods of time calculated as consecutive calendar days exclusive of Saturdays, Sundays, and Named Holidays which are specified in Article 17.
- (b) Time limits may be extended by mutual agreement of the Parties in writing.

30.03 At any meeting held during the Grievance Procedure, the Employee is entitled to have a Union Representative present.

30.04 Steps of the Grievance Procedure ~~involving disputes between the Employer and the Employee~~ shall be:

Step 1

If a dispute arises between the Employer and an Employee regarding the interpretation, application or alleged violation of this Collective Agreement, the Employee may discuss the matter with ~~her~~ their immediate supervisor, or designate, who is not within the scope of this Collective Agreement with a view to resolving it. If the dispute is not resolved satisfactorily, ~~the Employee may request a written copy of the decision. within ten (10) days it may then be advanced to~~ Step 2. it may be advanced in accordance with the following steps.

In the case of a:

- policy grievance or a grievance about the cessation of an Employee's employment, the Union shall commence the grievance process at Step 3;

2023-03-06 AUPE/Shepherd's Care Foundation Article 3 and 30 Sign-offs

- group grievance, the Union shall commence the grievance process at Step 2;
or
- grievance by the Employer, the Employer shall commence the grievance process at Step 3.

Step 2

If the ~~difference~~ dispute is not resolved at Step 1, a grievance shall be submitted, in writing, to the ~~Department Manager~~ Facility's Director of Care (VG, KV and SCMW)/Program Manager (VG/SSM and MWM/BH)/Clinical Supervisor (GF) or designate indicating the Article(s) 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.~~

- (for an individual grievance) ten (10) days of the date ~~of the decision of the immediate supervisor, or designate, in Step 1.~~ the Employee first became aware of or reasonably should have become aware of the occurrence causing the grievance; or
- (for a group grievance) fifteen (15) days of the date any of the aggrieved employees becoming aware of or reasonably should have become aware of the occurrence causing the grievance.

The ~~Department Manager~~ Facility's Director of Care (VG, KV and SCMW)/Program Manager (VG/SSM and MWM/BH)/Clinical Supervisor (GF) or designate:

- shall attempt to meet with the grievor and Union Representative within ten (10) days of receiving the grievance; and
- provide a response to the grievance to the 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 ~~difference~~ dispute is not resolved at Step 2, a grievance shall be submitted, in writing, to the ~~Director, or Vice President~~ Executive Director, Care, or designate, (EDC) indicating the Article(s) claimed to have been violated, the nature of the grievance, and the redress sought within ten (10) days of the receipt of the Step 2 written decision from the ~~Department Manager~~ DOC/PM/CS, or designate (or in the case of a grievance by the Employer, to the President of AUPE, or designate, within ten (10) days of the date the Employer became aware of or reasonably should have become aware of the occurrence causing the grievance or in the case of a grievance about the cessation of an Employee's employment, to the EDC within ten (10) days of the employee's notification of cessation of employment or in the case of a policy grievance to the EDC within ten (10) days of the date the Union first became aware of or reasonably should have become aware of the event leading to the grievance) ~~the act causing the grievance.~~ The EDC ~~Director or Vice President:~~

- shall attempt to meet with the grievor and Union Representative; and
- provide a response to the grievance to the 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.~~

Mediation

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.

Step 4 - Arbitration

~~Either of the Parties~~ Within ten (10) days of the Employer's reply at Step 3 or, in the case of a grievance by the Employer, within ten (10) days of the reply from the President of AUPE, either Party 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:

- (i) inform the other Party of the name of its appointee to an Arbitration Board, or
- (ii) 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 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.

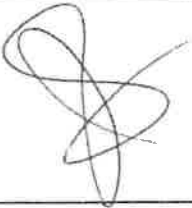

Any time limits herein contained in arbitration proceedings may be extended if mutually agreed to in writing by the Parties.

30.05 Dispute Between the Parties

In the event that a dispute of a general nature affecting more than one (1) Employee arises between the Employer and the Union regarding interpretation, application, or alleged violation of the Agreement, which cannot be resolved by discussion between the Parties, the dispute becomes a policy grievance or a group grievance. ~~Such grievance shall commence at Step 2 of the Grievance Procedure.~~ The Employer or the Union may submit a grievance.

30.06 Default

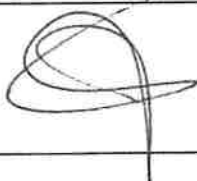

- (a) Should the Employee or Union fail to comply with any time limits in the Grievance Procedure, the grievance will be considered conceded and shall be abandoned unless the Parties have mutually agreed, in writing, to extend the time limits.
- (b) Should the Employer fail to comply with any time limits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

FOR THE EMPLOYER	FOR THE UNION
	
DATE: May 11/23	DATE: Mar 6, 2023

ARTICLE 31

JOINT COMMITTEE: UNION EMPLOYER RELATIONS EMPLOYEE MANAGEMENT
ADVISORY COMMITTEE (EMAC)

- 31.01 For the purpose of this Agreement, the Union will be represented by its properly appointed officers. The Union shall provide the Employer with a current list of the names of the officers.
- ~~31.02 There shall be a single EMAC meeting at each site. For example the ANC and GSS classifications will meet with the Employer at the same EMAC table.~~
- ~~31.03 An Employee shall have the right to wear or display the recognized insignia of the Union, in accordance with the policies and procedures of the Employer.~~
- 31.04
- (a) A Site Employee Management Advisory Committee (EMAC) shall be established. The Site EMAC shall meet at least bi-monthly.
 - (b) The Local/Chapter Representative of the Union shall provide the names of up to two (2) elected Employees and the Employer shall provide the names of up to two (2) appointed Representatives to sit on the EMAC.
 - (c) The desired functions of the EMAC are to examine and make recommendations regarding the concerns of Employees and other matters related to employment, not covered within the Collective Agreement.
 - (d) An Employee shall be paid her basic rate of pay for attendance at these Committee Meetings.

FOR THE EMPLOYER	FOR THE UNION
	
DATE: <i>april 13/23</i>	DATE: March 2, 2023

Sample only re
Vanguard

ARTICLE 33

EMPLOYER SOCIAL FUND CONTRIBUTION

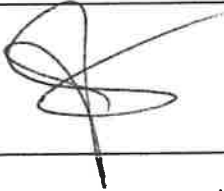

33.01 In lieu of the *Employment Insurance (EI)* Rebate or Reduction, the Employer shall contribute annually to the Union Social Fund at each site or facility listed below by the following amounts:

VANGUARD ALL EMPLOYEE BARGAINING UNIT

\$2,500.00 (two thousand five hundred dollars)

33.02 The monies shall be deposited in a Union bank account by January 19 of each calendar year and administered by the Shepherd's Care Union Social Committee.

~~33.03 The Shepherd's Care Foundation Union Social Committee will be part of the Joint Committee EMAC and shall examine and make recommendations regarding the disbursements of all Social Funds.~~

FOR THE EMPLOYER	FOR THE UNION
	
DATE: April 23/23	DATE: March 2, 2023

LETTER OF AGREEMENT
 between
 SHEPHERD'S CARE FOUNDATION/SITE NAME (the "Employer")
 and
 ALBERTA UNION OF PROVINCIAL EMPLOYEES (the "Union")

RE: LEGAL INDEMNIFICATION

~~This letter will affirm that as a matter of good corporate governance and in accordance with the provincial regulatory environment, the Employer will maintain comprehensive professional and general liability insurance for all Employees. The Employer will maintain the insurance policy in good standing and will pay one hundred percent (100%) of the premium cost.~~

~~In accordance with the certificate of insurance, the Policy covers all activities by Employees at all locations while acting under the direction of the Employer including but is not limited to general liability, professional liability or employee dishonesty.~~

~~The Employer will provide a letter to the Union confirming that insurance is complete and will include an extract from the contract of insurance.~~

The Employer will make reasonable efforts to maintain organizational comprehensive professional and general liability insurance for all Employees. The Employer will maintain the insurance policy in good standing and will pay one hundred percent (100%) of the premium cost.

In accordance with the certificate of insurance, the Policy will cover general and professional liability for work-related activities by Employees during their shift while acting under the direction of the Employer and acting within the scope of their duties.

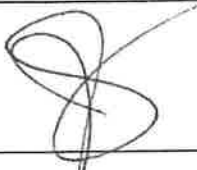

The Employer will provide a letter to the Union confirming that insurance is complete and will include an extract from the contract of insurance.

ON BEHALF OF THE EMPLOYER

ON BEHALF OF THE UNION

Date

Date

FOR THE EMPLOYER	FOR THE UNION
	
DATE: <i>April 13/23</i>	DATE: April 5, 2023

LETTER OF AGREEMENT

between

SHEPHERD'S CARE FOUNDATION/SITE NAME (the "Employer")

and

ALBERTA UNION OF PROVINCIAL EMPLOYEES (the "Union")

RE: AUXILIARY CARE WORKER

The parties agree that the Auxiliary Care Worker (ACW) classification will be used to fulfill organizational needs only where there are no Licensed Practical Nurses (LPNs) available to work at regular rates of pay. Prior to scheduling ACWs, the Employer will make every effort to contact LPNs who are currently employed at the facility and willing to work additional shifts including at overtime rates.

An ACW shall only work under the direct supervision of the Registered Nurse (RN) or LPN.

RN students, who have completed at least their second year of a four-year program, including training in medication administration procedures, are eligible to be an ACW. The ACW must remain enrolled in the RN program to maintain employment as an ACW. If they are not currently enrolled, they are to be transferred to a Health Care Aide classification as a Casual Employee.

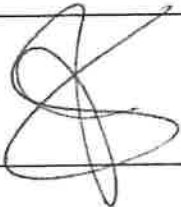

The rate of pay for the ACW will be Step 1 of the LPN salary grid in Appendix A. Other terms and conditions of employment will be as per the current Collective Agreement.

ON BEHALF OF THE EMPLOYER

ON BEHALF OF THE UNION

Date

Date

FOR THE EMPLOYER	FOR THE UNION
	
DATE: April 13/23	DATE: March 2, 2023

KENSINGTON VILLAGE

HOME CARE ADDENDUM

The Parties agree that this Addendum applies to the following caregiver classifications only when working at the Kensington Village in the provision of Home Care Services only:

~~Home Support Attendant~~

~~Independent Living Attendant~~

Home Care Attendant

The following amendments to the Collective Agreement for the provision of the Home Care Services only:

Article 11 – Hours of Work

~~The parties agree to waive Clauses 11.09 and 11.13 for the purposes of posting the work schedule.~~

Article 12 - Overtime

Replace Clause 12.02 with the following:

- 12.02 (a) The overtime rate of two times (2X) the applicable basic rate of pay shall be paid for overtime worked.
- (b) Where a caregiver is employed for less than a 24-hour shift, overtime hours in respect of a work month are:
- (i) the total of the caregiver's hours of work in excess of ten (10) hours for each work day in the work month, or;
- (ii) the caregiver's hours work in excess of one hundred and sixty-eight (168) hours in the work month,

whichever is greater, and where the number of hours calculated under sub-clause (i) is equal the number of hours calculated under sub-clause (ii), then those hours are the overtime hours.

Article 24 - Regular Part-time Employees

Replace Clause 24.03 with:

- 24.03 Where a caregiver is employed for less than a 24-hour shift, overtime hours in respect of a work month are:
- (a) the total of the caregiver's hours of work in excess of ten (10) hours for each work day in the work month, or;

- (b) the caregiver's hours work in excess of one hundred and sixty-eight (168) hours in the work month,

whichever is greater, and where the number of hours calculated under sub-clause (i) is equal the number of hours calculated under sub-clause (ii), then those hours are the overtime hours.



Article 26 - Casual Employees

Replace Clause 26.09 with:

26.09 Where a caregiver is employed for less than a 24-hour shift, overtime hours in respect of a work month are:

- (a) the total of the caregiver's hours of work in excess of ten (10) hours for each work day in the work month, or;
- (b) the caregiver's hours work in excess of one hundred and sixty-eight (168) hours in the work month,

whichever is greater, and where the number of hours calculated under sub-clause (i) is equal the number of hours calculated under sub-clause (ii), then those hours are the overtime hours.

FOR THE EMPLOYER	FOR THE UNION
	
DATE:	DATE: May 19, 2023

MILLWOODS MANOR AND SOUTHSIDE MANOR

HOME CARE ADDENDUM

The Parties agree that this Addendum applies to the following caregiver classifications only when working at the ~~Kensington Village~~ **Millwoods Manor and Southside Manor** in the provision of Home Care Services only:

~~Home Support Attendant~~

~~Independent Living Attendant~~

Home Care Attendant

The following amendments to the Collective Agreement for the provision of the Home Care Services only:

Article 11 — Hours of Work

~~The parties agree to waive Clauses 11.09 and 11.13 for the purposes of posting the work schedule.~~

Article 12 - Overtime

Replace Clause 12.02 with the following:

- 12.02 (a) The overtime rate of two times (2X) the applicable basic rate of pay shall be paid for overtime worked.
- (b) Where a caregiver is employed for less than a 24-hour shift, overtime hours in respect of a work month are:
- (i) the total of the caregiver's hours of work in excess of ten (10) hours for each work day in the work month, or;
- (ii) the caregiver's hours work in excess of one hundred and sixty-eight (168) hours in the work month,

whichever is greater, and where the number of hours calculated under sub-clause (i) is equal the number of hours calculated under sub-clause (ii), then those hours are the overtime hours.

Article 24 - Regular Part-time Employees

Replace Clause 24.03 with:

- 24.03 Where a caregiver is employed for less than a 24-hour shift, overtime hours in respect of a work month are:
- (a) the total of the caregiver's hours of work in excess of ten (10) hours for each work day in the work month, or;

- (b) the caregiver's hours work in excess of one hundred and sixty-eight (168) hours in the work month,

whichever is greater, and where the number of hours calculated under sub-clause (i) is equal the number of hours calculated under sub-clause (ii), then those hours are the overtime hours.



Article 26 - Casual Employees

Replace Clause 26.09 with:

26.09 Where a caregiver is employed for less than a 24-hour shift, overtime hours in respect of a work month are:

- (a) the total of the caregiver's hours of work in excess of ten (10) hours for each work day in the work month, or;
- (b) the caregiver's hours work in excess of one hundred and sixty-eight (168) hours in the work month,

whichever is greater, and where the number of hours calculated under sub-clause (i) is equal the number of hours calculated under sub-clause (ii), then those hours are the overtime hours.

FOR THE EMPLOYER	FOR THE UNION
	
DATE:	DATE: May 19, 2023

LETTER OF AGREEMENT

between

SHEPHERD'S CARE FOUNDATION/Site Name

and

ALBERTA UNION OF PROVINCIAL EMPLOYEES

RE: EMPLOYMENT IN MULTIPLE POSITIONS/SITES

1. Definitions

In this Letter of Understanding:

- (a) "Site" means one of SCF/Kensington Village, SCF/Vanguard, Shepherd's Care Millwoods, SCF/Barrhead, SCF/Greenfield, and SCF/Millwoods Manor and SCF/Southside Manor; and
- (b) "Sites" means two or more sites as defined above.

2. Multiple Positions

- (a) This Letter of Understanding pertains to Employees who are employed in, or who attain multiple positions in one Site or Sites.
- (b) An Employee may not hold a full-time position at one Site and hold another position in the Site or at any of the other Sites.
- (c) If a part-time Employee at one Site applies for a part-time position at the same or another Site, the Employee must, as part of their application inform the hiring manager in writing:
 - (i) that they hold a part-time position(s) at a Site(s) and specify the name of the Site(s); and
 - (ii) as to whether, if their application is successful, the applicant seeks to maintain both/all positions. And, if the Employee seeks to maintain both/all positions, provide the hiring manager with:
 - the shift and biweekly hours of the part-time position(s) they hold;
 - details as to whether the position(s) is/are temporary or permanent and if it is/they are temporary, the expected end date of the position(s); and
 - the then-current schedule of the part-time position(s) they hold.

- (d) Employees may only hold multiple part-time positions with a Site or with the Sites if:
- (i) the hours of the positions combined will not exceed 7.75 hours per day or 77.5 hours biweekly;
 - (ii) overtime will not be part of the regular biweekly schedule of any of the position schedules; and
 - (iii) the posted and confirmed schedules of the positions, when view together, will not violate the Articles 11, 24, and/or 25 hours of work and scheduling provisions of any of the applicable Collective Agreements unless those provisions are waived by mutual agreement of the Employer(s), Union, and Employee. For example, if the posted and confirmed schedules of two positions, when viewed together, would result in shifts on eight (8) consecutive days, the two positions could not be held, unless the Employer(s), Union, and Employee agreed to waive the scheduling provisions.
- (e) Probation and trial periods will apply to each component of the multiple positions. Probation is completed upon an Employee's successful completion of the first probationary period (since their most recent date of hire), with probation in second and subsequent positions reverting to a trial period within the provisions of the Collective Agreement of the Site where the second or subsequent position is being held except that there shall be no obligation on the Employer's behalf to reinstate the Employee in their former position, if any.
- (f) Layoff and recall provisions shall apply individually to each position.
- (g) An Employee who holds multiple positions, and who fails to report for work as scheduled due to a conflict in schedules, shall be required to resign from one (1) of the positions immediately.
- (h) An Employee who accepts multiple positions acknowledges the Employer's requirement to manage shift scheduling. If an Employee is given notice of a change in the schedule of one of their positions and, as a result, the Employee's holding of multiple positions would then violate the parameters set out in this LOU, the Employee shall be required to resign from one (1) of the positions prior to the shift schedule change unless the Employer, Union, and Employee agreed to waive the scheduling provisions.
- (i) The Employer reserves the right to deny or terminate multiple position situations based on operational requirements or health and safety factors, subject to all provisions of the Collective Agreement.

3. Picking Up Shifts in Multiple Sites

(a) This Letter of Understanding also pertains to Employees who are or attain employment in more than one Site.

(b) If an Employee is employed in multiple Sites and is offered an additional shift(s) and the Employee accepts the additional shift(s), the Employee is only entitled to overtime if, as between all the hours the Employee works between the Sites, the Employee:

(i) works greater than 7.75 hours in a day or more than 77.5 hours biweekly; and

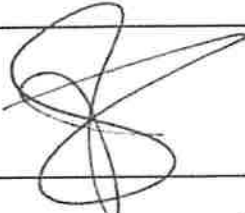
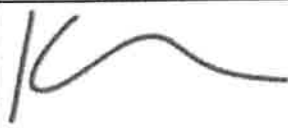
(ii) prior to accepting the additional shift(s), advised the person offering the work that accepting the additional work would result in overtime payment, at which point the offer of the additional work may be withdrawn.

ON BEHALF OF THE EMPLOYER

ON BEHALF OF THE UNION

Date

Date

FOR THE EMPLOYER	FOR THE UNION
	
DATE: April 13/23	DATE: April 5, 2023