



COLLECTIVE AGREEMENT

BETWEEN

CAREWEST

AND THE

ALBERTA UNION OF PROVINCIAL EMPLOYEES

Local 048/008

*(On behalf of Employees employed in General Support Services at
Glenmore Park)*

Local 048/009

*(On behalf of Employees employed in General Support Services at
George Boyack)*

Local 048/010

*(On behalf of Employees at Carewest when employed in
Maintenance Services)*

Local 048/035

*(On behalf of Employees in General Support Services when
employed at Signal Pointe)*

EXPIRES JUNE 30, 2024

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COLLECTIVE AGREEMENT made this 27th day of June, 2023.

BETWEEN

CAREWEST

(hereinafter referred to as the "Employer")

- and -

THE ALBERTA UNION OF PROVINCIAL EMPLOYEES

(hereinafter referred to as the "Union")

PREAMBLE

Agreeing that the primary purpose of the Employer is to provide the community with efficient, competent auxiliary hospital and nursing home services, it is the intent of the parties to:

- (a) ensure the provisions of the best possible service and care;
- (b) protect the interest of clients, Employees and the community;
- (c) maintain harmonious relations between the Employer and the Union;
- (d) recognize the mutual value of joint discussions and negotiations in all matters of mutual concern to the parties.

NOW THEREFORE, THE PARTIES HERETO AGREE AS FOLLOWS:

ARTICLE 1
TERM OF COLLECTIVE AGREEMENT

- 1.01 Except where otherwise stated in this Collective Agreement, this Collective Agreement shall be in force and effect from and after the date upon which the Union and the Employer exchange notice of ratification by their respective principals of the terms of this Collective Agreement up to and including June 30, 2024 and from year to year thereafter unless notice, in writing, is given by either Party to the other Party not less than sixty (60) calendar days nor more than one hundred and twenty (120) calendar days prior to the expiration of its desire to amend this Collective Agreement.
- 1.02 Where notice is served by either Party to commence collective bargaining, this Collective Agreement shall continue in full force and effect until a new Collective Agreement has been ratified by both Parties or until the requirements of the Alberta Labour Relations Code have been met.
- 1.03 Any notice required to be given in this Collective Agreement shall be deemed to have been sufficiently served if personally delivered or mailed in a prepaid registered envelope addressed in the case of the Employer to the Executive Director or designate of the Employer:

Chief Operating Officer
Carewest
Southport Tower
10101 Southport Road SW
Calgary AB, T2W 3N2

and in the case of the Union to :

The President
The Alberta Union of Provincial Employees
10025- 182 Street NW
Edmonton, AB T5S 0P7

ARTICLE 2
DEFINITIONS

- 2.01 "Administrator/ Site Director" means the Chief Operating Officer responsible for the day to day activities of the Facility.
- 2.02 "Basic Rate of Pay" means the applicable step in the pay range of the Employee's classification as set out in the Salaries Schedule.
- 2.03 "Centre" means the health facility in which the Employee is regularly scheduled to work.
- 2.04 "Continuous Service" means the period of employment commencing on the latest date of employment that is not interrupted by termination or dismissal.
- 2.05 An "Employee" means a person for whom the Union has been certified as Bargaining Agent, and whose employment is designated as:

- (a) "Regular Employee" means an Employee who works on a full-time or part-time basis on regularly scheduled shifts of continuing nature:
 - (i) "Full-time Employee" means an Employee who is scheduled to work the hours specified in Article 16 - Hours of Work.
 - (ii) "Part-time Employee" means an Employee who works scheduled shifts pursuant to Article 16.07 provided however that such hours worked in any fourteen (14) calendar day period shall be less than those established for full-time employment. A Part-time Employee will work a minimum of three (3) hours per shift.
- (b) "Temporary Employee" means an 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 eighteen (18); or
 - (ii) to replace a Full-time or Part-time Employee who is on an approved leave of absence for a period in excess of three (3) months; or
 - (iii) to replace a Full-time or Part-time Employee who is on leave due to illness or injury, where the Employee has indicated that the duration of such leave will be in excess of three (3) months.
- (c) "Casual Employee" means an Employee who:
 - (i) is scheduled for a period of three (3) months or less for a specific shift; or
 - (ii) relieves for an absence the duration of which is three (3) months or less.

When a Casual Employee is hired for a specified job that is greater than one (1) month but less than three (3) months, the Employer shall advise the Union in writing of the Casual Employee's name, expected term, classification, department, and nature of the assignment. In the event that the expected end date is shortened, the Employer will provide the Employee with two (2) weeks notice of the new end date.
- (d) Except as specifically stated otherwise, the provisions of this Collective Agreement shall apply to Part-time Employees.
- (e) Temporary and Casual Employees do not have a continuing employment relationship with the Employer and except as specifically stated in Article 38 of this Collective Agreement, the provisions of this Collective Agreement shall not apply to Temporary and Casual Employees.

2.06 "Employer" means CAREWEST.

2.07 "FTE" means full time equivalent.

"Position" shall mean the classification and the FTE that an Employee is employed in relative to their Status.

"Status" or "Employee Status" shall mean the Full-Time, Part-Time, Regular, Temporary, or Casual capacity that an Employee is employed in.

"Classification" shall mean the role that an Employee is employed in that is assigned a common title and compensation structure as set out in the Salaries Schedule of this collective agreement.

- 2.08 "Night Shift" (beginning at 2300 hours) is defined as occurring on the calendar day upon which it begins.
- 2.09 "Pyramiding" means the payment of two (2) or more premiums under different provisions of this Collective Agreement for the same hours worked.
- 2.10 "Shift" means a daily tour of duty exclusive of overtime hours.
- 2.11 "Shift Cycle" means the period of time when the shift schedule repeats itself. In those instances where the schedule does not repeat itself or unless otherwise mutually agreed by the Parties, the term "Shift Cycle" shall be understood to mean a period of time not exceeding twelve (12) weeks.
- 2.12 "Union" means the Alberta Union of Provincial Employees (AUPE). In the event of a change of name of the aforementioned Union, the subsequent name and local shall be recognized.
- 2.13 "Union Representative" means a representative from the Union authorized to act on behalf of an Employee.
- 2.14 "Vacation" means annual vacation at the basic rate of pay.
- 2.15 "Vacation year" means the twelve (12) month period commencing on the first (1st) day of May in each Calendar Year and concluding on the 30th day of April of the following year.
- 2.16 The provisions of this Collective Agreement are intended to be gender neutral and gender inclusive. A word used in the singular shall be deemed to indicate the plural, and vice versa.
- 2.17 For the purpose of applying the terms of this Collective Agreement, time worked shall be deemed to have been worked on the day on which the majority of hours of the shift falls.

ARTICLE 3

CHANGE IN COLLECTIVE AGREEMENT

- 3.01 Any changes deemed necessary in this Collective Agreement may be made in writing by mutual agreement between the Parties at any time during the existence of this Collective Agreement and shall form part of this Collective Agreement.

ARTICLE 4
UNION RECOGNITION

- 4.01 The Employer recognizes the Union as the sole Bargaining Agent for the Employees covered by this Collective Agreement as described in the Certificate number 28-2017 of the Labour Relations Board issued pursuant to the Labour Relations Code and amendments thereto.
- 4.02 Except when this Collective Agreement provides for mutual agreement between Employee and Employer, no Employee shall be required or permitted to make any written or verbal agreement which may be in conflict with the terms of this Collective Agreement.
- 4.03 Each Party will designate a person or persons and all correspondence between the Parties arising out of this Collective Agreement or incidental thereto shall pass to and from such designated persons.
- 4.04 Persons whose jobs are not in the Bargaining Unit shall not work on a job which is included in the Bargaining Unit, except for purposes of instruction, in an emergency, or when Regular Employees are not available, and provided that the act of performing the aforementioned work does not reduce the hours of work or pay of any Regular Employee. For the purpose of this clause, "persons" shall include all other Employees of the Employer who are not included in the Bargaining Unit.

ARTICLE 5
UNION MEMBERSHIP AND DUES DEDUCTION

- 5.01 Employees shall be permitted to wear a lapel pin representative of their Union during all hours of employment provided that the pin is not offensive to the Employer.
- 5.02 (a) Consistent with the payroll system of the Employer, the Union will advise the Employer of the monthly amount of its membership dues. An amount equal to said membership dues will be deducted from each Employee at the prescribed rate and remitted to the Union not later than the fifteenth (15th) of the month following.
- (b) The Employer shall provide to the Union monthly, a listing of Employees specifying the following:
- (i) the Employee's name;
 - (ii) personal phone number;
 - (iii) mailing address;
 - (iv) Employee number;
 - (v) starting date;
 - (vi) classification;

- (vii) hourly rate of pay;
- (viii) status (Regular Full-time, Regular Part-time, Temporary, Casual);
- (ix) seniority;
- (x) department;
- (xi) site;
- (xii) dues deducted;
- (xiii) gross earnings;
- (xiv) Employees on long term absence status where applicable. Long term absence shall mean any absence in excess of six (6) months.

(c) Where possible, an electronic copy of the listing(s) specified in (a) and (b) above, shall be supplied to the Union, upon request.

5.03 Where the Employer's management information system permits and where the Employer agrees, the remittance of Union dues shall be by direct deposit to the Union's bank account.

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

5.05 The chapter chairpersons will be supplied with an annual orientation calendar with the appropriate Employer contact to enquire about new Employees at the orientation days and one (1) Union Representative shall have the right to make a presentation, without loss of pay, of up to thirty (30) minutes at the orientation of new Employees with respect to the structure of the Local, as well as the rights, responsibilities and benefits under the Collective Agreement; provided, that a Representative of the Employer may be present for such presentation.

ARTICLE 6
MANAGEMENT RIGHTS

6.01 The Employer retains all rights not otherwise abrogated or restricted in this Collective Agreement.

ARTICLE 7
SAFE AND RESPECTFUL WORKPLACE – NO DISCRIMINATION

7.01 There shall be no discrimination, restriction or coercion exercised or practiced in respect of any Employee by either Party by reason of race, religious beliefs, colour, gender, gender identity, gender expression, physical disability, mental disability, age, ancestry, place of origin, marital status, source of income, family status, or sexual orientation nor by reason of membership or non-membership or activity in the Union

nor in respect of an Employee's or Employer's exercising any right conferred under this Agreement or any law of Canada or Alberta.

- 7.02 The Employer, Union, and Employees are committed to having a safe and respectful workplace where discrimination and harassment are not tolerated.
- 7.03 The Employer shall maintain current policies to ensure a safe and respectful workplace environment where everyone has the right to be treated with dignity and respect and free from discrimination and harassment.
- 7.04 Pursuant to the Employer's Safe and Respectful Environment policy the complainant, respondent and relevant stakeholders will be advised of the outcome of a formal investigation.
- 7.05 For the purpose of this Agreement, harassment is defined as inappropriate, unwelcome, intimidating, or coercive behaviors that adversely affects health, security, working conditions, prospects for promotion or compensation of a person. Harassment includes, but is not limited to, bullying and sexual harassment.
- 7.06 An Employee who has a complaint of discrimination or harassment has a responsibility to document the incident and advise the Respondent that their actions are unwanted and improper. If the Employee is uncomfortable or feels intimidated about confronting the Respondent, the Employee shall contact their immediate supervisor, the Department Head, Human Resources or Union Representative for assistance.
- 7.07 If an Employee submits a complaint of discrimination or harassment the Employer shall conduct an investigation in accordance with the Employer's Safe and Respectful Environment policy and Employees are required to cooperate with the investigation. All complaints will be dealt with promptly and in a confidential manner, Investigations will be concluded within ninety (90) days from the date the complaint was submitted to the Employer unless circumstances warrant an extension which the Union will not unreasonably deny.
- 7.08 If the investigation determines that discrimination or harassment has occurred, the Employer may address the matter through a restorative process or impose disciplinary action, up to and including discharge.
- 7.09 The Employer will not tolerate any form of retaliation against an Employee who, in good faith, makes a complaint of discrimination or harassment.

ARTICLE 8
OCCUPATIONAL HEALTH AND SAFETY

- 8.01 The Parties to this Collective Agreement will co-operate to the fullest extent in the matter of occupational health, safety and accident prevention, and the Employer agrees to provide safety equipment when required and to install devices where necessary.
- 8.02 There will be a Carewest Occupational Health and Safety Committee at each site. The Union will have the right to designate two (2) members of the Bargaining Unit as

members of this Committee. This Committee may include representatives from other Employee groups. The number of Employer representatives on the Committee shall not exceed the number of representatives from the Union and other Employee groups.

- 8.03 The Basic Rate of Pay will be paid to such Employee for time spent in attendance at a meeting of this Committee. An Employee when not scheduled to work shall be paid at the basic hourly rate of pay for a minimum of two (2) hours or the length of the meeting whichever is greater.
- 8.04 The Committee shall meet once a month at a mutually acceptable hour and date. Either Co-chair may call a special meeting of this Committee to deal with urgent matters. The terms of reference of the Committee will determine the procedure for dealing with such matters.
- 8.05 The Chairperson of the Committee will be determined in accordance with its terms of reference.
- 8.06 The Employer will co-operate with the Committee by providing all available health and safety information including but not limited to:
- (a) materials and equipment necessary to carry out its functions in accordance with its terms of reference;
 - (b) data pertaining to workplace health and safety conditions;
 - (c) access to information pertaining to accidents, incidents or occupational diseases that occur at the work site.
- 8.07 The Committee shall assist the Employer:
- (a) by identifying situations which may be unhealthy or unsafe in respect of the work site, including working alone as defined by legislation, and make appropriate recommendations;
 - (b) in the development and promotion of measures to protect the safety and health of Employees in the work site and to check the effectiveness of such measures.
- 8.08 The Health and Safety Committee shall also consider measures necessary to ensure the security of each Employee on the Employer's premises and may make recommendations to the Employer in that regard. Should the recommendations not be implemented and adequate steps not taken towards implementation within thirty (30) days from the date the recommendation is made, the Health and Safety Committee may request and shall have the right to have their recommendations presented to the Senior Administrator. A written reply will be given within fourteen (14) days of the presentation by the Committee.
- 8.09 An Employee's rights shall be respected in accordance with *The Occupational Health and Safety Act*.
- 8.10 The Employer shall not unreasonably deny committee members access to the workplace to conduct safety inspections, including monitoring.

- 8.11
- (a) The Employer shall have a Safe and Respectful Environment policy and working alone policies and procedures to support a working alone safety plan which adheres to Occupational Health and Safety Legislation. These policies shall be reviewed annually by the Occupational Health and Safety Committee.
 - (b) The Union and the Employer recognize the right of the Employees to work in a safe and secure environment and support a policy of addressing 'working alone' in the workplace. The Employer shall have a Safe Working Alone Policy available to all Employees. Should the Employer change, modify or remove the policy, the Union will be notified of any such change.
 - (c) The Union and the Employer recognize the right of Employees to work in an environment free from emotional, mental and verbal abuse and all forms of discrimination, and support a policy of that sets the overall expectations that harassment and violence are not tolerated in the work environment.
 - (d) Personal health information of Employees shall be kept confidential. The Employer will retain health information separately and access shall be given only to those persons responsible for occupational health who are directly involved, subject to the representation at any grievance arbitration or other dispute mechanism under this Collective Agreement, pertinent privacy legislation, and the Human Rights Act, the Labour Relations Code, or other applicable statutes.

ARTICLE 9
JOB CLASSIFICATION

- 9.01 The Employer shall provide classification criteria for all Classifications listed in the Salaries Schedule to the Union.
- 9.02 The purpose of the classification criteria is to provide a guideline for the determination of each Employee's classification and shall not be considered as an amendment to the established certificates or as a complete definition of any classification.
- 9.03 **New Classifications**
- In the event that the Employer creates a new classification which is within the scope of the Bargaining Unit in accordance with Article 4.01, and which is not listed in the Salary Schedule, the following will occur:
- (a) The Employer, shall provide classification criteria for the new classification to the Union.
 - (b) The Basic Rate of Pay for the new classification shall be established by the Employer based on market data.
 - (c) The Employer shall advise the Union of the Basic Rate of Pay for the new classification.

- (d) In the event that the Basic Rate of Pay for the new classification established by the Employer is not acceptable to the Union, the Union shall, within thirty (30) calendar days from the date they received notification of the Basic Rate of Pay for the new classification, notify the Employer that they wish to negotiate the Basic Rate of Pay for the new classification established by the Employer.
- (e) The Employer, and the Union shall meet to negotiate the Basic Rate of Pay for the new classification established by the Employer.
- (f) If a satisfactory conclusion to such negotiations is not reached within sixty (60) calendar days from the date that the Union received the Basic Rate of Pay for the new classification established by the Employer, the Union shall have an additional fourteen (14) calendar days to refer, in writing, the matter of Basic Rate of Pay for the new classification established by the Employer to Arbitration in accordance with Article 12.02, Step III - Arbitration.

9.04

Change to Existing Classifications

In the event that the Employer changes the classification criteria of a Classification listed in the Salaries Schedule, the following will occur:

- (a) The Employer shall provide the changed classification criteria to the Union.
- (b) If changes to the classification criteria have the effect of significantly altering the core functions of an existing Classification, the Union may, within sixty (60) calendar days from the date they received notification of the change, notify the Employer that they wish to negotiate the Basic Rate of Pay of that Classification.
- (c) If the Union is notified of the change to the classification criteria within the four (4) month period prior to the expiration date of the Collective Agreement, such negotiation and resolution of the Basic Rate of Pay shall occur during the negotiation of the next Collective Agreement between the Parties.
- (d) If the Union is notified of the change to the classification criteria before the four (4) month period prior to the expiration date of the Collective Agreement, the following provisions shall apply:
 - (i) the Employer and the Union shall meet to negotiate the Basic Rate of Pay for the Classification for which the classification criteria has been changed;
 - (ii) if a satisfactory conclusion to such negotiations is not reached within sixty (60) calendar days from the date that the Union received notification of the changed classification criteria, the Union shall have an additional fourteen (14) calendar days to refer, in writing, the matter of the Basic Rate of Pay for the Classification for which the classification criteria has been changed, to Arbitration in accordance with Article 12.02, Step III - Arbitration.

9.05 **Change in Job Content**

In the event that the primary functions of a position within the Bargaining Unit are changed, the Employer shall determine the appropriate Classification for such position, subject to an appeal by the incumbent Regular Employee in accordance with Article 15 - Grievance Procedure, commencing at Step II.

9.06 **Classification Adjustment**

In the event that the Employer changes the classification allocation of the work being performed by a Regular Employee, to a Classification with a lower Basic Rate of Pay, such Employee, while employed in such position, shall continue to receive their previous Basic Rate of Pay until the Basic Rate of Pay for the lower paid Classification is equal to or greater than their previous Basic Rate of Pay, at which time the Employee will then receive the Basic Rate of Pay for the Classification to which the position is allocated.

9.07 **Extension of Time Limits**

The time limits outlined in Articles 9.02 and 9.03 may be extended by mutual consent in writing between the Union and the Employer.

9.08 In the event that the Union does not comply with the time limits established in Article 9.03 the Basic Rate of Pay established by the Employer for the new job classification shall prevail.

9.09 In the event that the Union does not comply with the time limits established in Article 9.03, the Basic Rate of Pay for the Classification for which the classification criteria has been changed shall prevail.

9.10 An Arbitration Board established in accordance with Articles 9.03, 9.04 and 9.05 shall have the authority to deal with the establishment and effective date of a Basic Rate of Pay for a matter that has been referred to the Arbitration Board.

ARTICLE 10
BULLETIN BOARDS

10.01 The Employer shall provide Bulletin Board space in a location accessible to all Employees in the Bargaining Unit and upon which the Union shall have the right to post notice of meetings and such other notices as may be of interest to Employees. It is not the intention of the Union to post anything objectionable to the Employer.

ARTICLE 11
UNION STEWARDS

11.01 The Employer agrees to recognize Employees who are elected or appointed as Union Stewards. A Union Steward may, at the request of an Employee, accompany or represent the Employee in the processing of a grievance with management. When it become necessary for a Union Steward to leave the job for this purpose the Union Steward will request time off from their immediate Supervisor who is not within

scope of this Collective Agreement providing the Supervisor with as much advance notice as possible. Arrangements will be made by the Supervisor to permit the Union Steward to leave the job for this purpose with no loss of regular earnings, as soon as reasonably possible. Such time off shall be granted only upon the approval of the Supervisor or authorized alternate, such approval shall not be unreasonably withheld.

11.02 The Local agrees that the Union Stewards and Employees shall not enter into discussions concerning Union business during working time. The Union reserves the right to appoint a Union Steward to represent a work area that has no Union Stewards.

11.03 A list of Union Stewards shall be supplied by the Union to the Human Resources Office which shall be advised in writing of any change in this list.

11.04 The Local shall have the right at any time to the assistance of Union Staff Members when dealing or negotiating with the Employer and when processing a grievance. Such Representatives shall approach Members at work only when engaged in such activities and provided they and the Employee have received the approval of the Human Resources Office or Site Leader **Director** who is not within the scope of the Collective Agreement. Such approval shall not be unreasonably denied.

ARTICLE 12 **GRIEVANCE PROCEDURE**

12.01 Definition of a Grievance

A grievance shall be defined as any difference arising out of interpretation, application, administration or alleged violation of this Collective Agreement.

12.02 Settling of Disputes and Grievances

Every effort should be made to resolve problems at the worksite level prior to going to written grievance. The Parties agree to share information relevant to the dispute with one another on a without prejudice basis and to engage in meaningful discussion.

- (a) An Employee or the Local Union shall have the right at any time to have the assistance of an AUPE Representative.
- (b) At all levels of the grievance procedure:
 - (i) a sincere attempt shall be made by both Parties to this Collective Agreement to resolve problems in the workplace through discussion.
 - (ii) a meeting may be arranged to discuss the problem and exchange information.

Informal Discussion

An Employee who believes that they have a problem arising out of the interpretation, application or alleged violation of this Collective Agreement shall first discuss the matter with the Employee's immediate Manager within ten (10) days of when they

first became aware of, or reasonably should have become aware of, the occurrence. "Immediate Manager" means that person from whom an Employee normally receives their work assignments. The Employee shall have the right to be accompanied by a Union Steward or Union Representative while discussing the matter with their immediate Manager. The immediate Manager shall advise the Employee of their decision within ten (10) days of the date the matter was first discussed.

Step I (Site Director or Designate)

If the grievance is not resolved, through informal discussion, the grievance may, within ten (10) days of the decision of the immediate Manager, be forwarded in writing by the Union and the Employee concerned, to the Employee's Site Director or designate, specifying the nature of the grievance and the redress sought. The Site Director or designate shall render a decision in writing to the Union within ten (10) days of the receipt of the grievance.

Step II (Executive Director or Designate)

If the grievance is not resolved under Step I above, the Union may, within ten (10) days of receipt of the written decision of the Site Director or designate, submit the grievance in writing to the Chief Operating Officer or Designate, who shall render a decision in writing to the Union within ten (10) days of receipt of the grievance.

Step III (Arbitration)

- (a) If the grievance is not resolved under Step II above, the Union may within thirty (30) days of receipt of the written decision of the Executive Director or designate at Step II above, notify the Employer in writing of its intention to submit the grievance to arbitration and shall inform the Employer of the Union's nominee to an Arbitration Board. The Employer shall, within ten (10) days of receipt of such notice, notify the Union of the Employer's nominee to the Arbitration Board. The two (2) appointees so named shall, within ten (10) days, appoint a third (3rd) person who shall be the Chair of the Arbitration Board. In the alternative, the Parties may agree to the appointment of a single Arbitrator who shall act as the Arbitration Board.
- (b) If the two (2) members fail to appoint a third (3rd) person within the time limits, the Minister of Labour shall appoint the Chair of the Arbitration Board.
- (c) The Arbitration Board shall hear and determine the difference and shall issue an award in writing, and the decision is final and binding upon the Parties and upon the Employee(s) affected by it. The decision of the majority of the Board is the award of the Arbitration Board. When there is no majority decision, the decision of the Chair shall be the decision of the Board.
- (d) Each Party to the difference shall bear the expense of its respective appointee to the Arbitration Board, and the two (2) Parties shall bear equally the expenses of the Chair.
- (e) The Arbitration Board by its decision shall not alter, amend or change the provisions of this Collective Agreement.

12.03 Throughout this Article, the reference to "days" shall not include Saturdays, Sundays, or Named Holidays.

12.04 **Time Limits**

- (a) The time limits specified throughout the steps of the grievance procedure may be extended by mutual consent in writing between the Union and the Employer.
- (b) Should the Employee or the Union fail to comply with any time limit in the grievance procedure, the grievance will be considered abandoned. 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.

12.05 **Policy Grievance**

- (a) Where a dispute involving the question of general application or interpretation occurs affecting more than one (1) Employee, the Union may proceed on a policy grievance provided the Union initiates the policy grievance within ten (10) days of the date the Union became aware of, or reasonably should have become aware of, the occurrence.
- (b) A policy grievance involving only one (1) site may be submitted at Step I. A policy grievance involving more than one (1) site may be submitted at Step II.

12.06 **Dismissal or Suspension Grievance**

In the event an Employee alleges dismissal or suspension without just cause, the Employee's grievance may commence at Step I, within ten (10) days of the occurrence.

12.07 **Replies in Writing**

Except for Informal Discussion, replies to grievances shall be in writing at all stages.

12.08 **Facilities for Grievances**

The Employer shall supply the necessary facilities for joint grievance meetings.

12.09 **Unique Circumstances**

- (a) Grievances affecting services/programs other than the Employee's service/program (i.e. transfers and promotions), will be commenced with the Site Director of the affected site.
- (b) In the event that any management Officers as named in the grievance steps are one and the same, the Employer may appoint a different Hearing Officer to address the grievance before the matter advances to the next Step.
- (c) Grievances filed in respect to issues arising from a safe and respectful workplace complaint pursuant to Article 7 will be held in abeyance under Article 7 until the Employer's investigation has been completed. No time limits under the grievance procedure will be affected due to matters not

being grieved at the time the complaint arises or the problem having arisen at the workplace.

ARTICLE 13
PROBATION PERIOD

13.01 **Dismissal**

A newly hired Employee shall serve a probationary period. If determined by the Employer to be unsatisfactory, the Employee may be dismissed at any time during the probation period without notice.

13.02 **Transfer to Another Classification**

If a probationary Regular Employee is transferred to another classification they will be required to complete a new probation period commencing on the date of transfer.

13.03 **Feedback on Progress**

An Employee will be kept advised of their progress during the probation period.

- 13.04 (a) The probation period for a Full-time Employee consists of five hundred and three point seven-five (503.75) hours worked, exclusive of overtime hours worked, from the date the last period of continuous employment commenced.

The probation period for a Part-time Employee consists of five hundred and three point seven-five (503.75) hours worked, exclusive of overtime hours worked, from the date the last period of continuous employment commenced. The probationary Employee will be provided with a probationary appraisal.

The probation period for a Casual Employee consists of five hundred and three point seven-five (503.75) hours worked, exclusive of overtime hours worked, from the date the last period of continuous employment commenced. The probationary Employee will be provided with a probationary appraisal.

- (b) The probation period may be extended by an additional four hundred (400) hours or less, exclusive of overtime hours worked, for reasons other than those specified in Article 13.02 by mutual agreement in writing between the Employer, the Union and the Employee. However, in no event will a Full-time or Part-time or Casual Employee's total probation period exceed nine hundred and three point seven-five (903.75) hours.
- (c) A probationary Employee shall be given a fair opportunity to demonstrate their ability and given a fair opportunity, with reasonable notice, to correct any deficiencies in performance.

ARTICLE 14
SALARIES

14.01 **Salaries Schedule**

The Basic Rates of Pay for each classification shall be expressed in hourly terms in the Salaries Schedule which forms a part of this Collective Agreement, and shall be effective from and after the dates specified.

14.02 **Pay Steps**

Employees shall receive pay step advancements, if applicable, based upon completion of two thousand and twenty two point seven five (2022.75) hours of work at each subsequent Pay Step in the pay range as specified in the Salary Schedule.

14.03 **Achieving a Different Position**

- (a) When a Regular Employee achieves a position in a classification with the same end rate as her present classification, such Employee shall move to the Pay Step which has a rate which is equal to her present Basic Rate of Pay, or if there is no such Pay Step, she shall move to the Pay Step that has a Basic Rate of Pay that is next higher to her present Basic Rate of Pay.
- (b) When a Regular Employee achieves a position in a classification with an end rate that is greater than the end rate of their present classification, the Employee shall be advanced to Pay Step 1 or a higher step in the new pay range that provides the Employee with an increase in their Basic Rate of Pay.
- (c) When a Regular Employee achieves a position in a classification with an end rate that is less than her present classification, she shall be assigned to the Pay Step in the lower pay range that causes the least amount of reduction in her present Basic Rate of Pay.

14.04 Should the Employer issue an Employee an overpayment of wages and/or entitlements, then the Employer may make the necessary monetary or entitlement adjustments and take such internal administrative action as is necessary to correct such errors. The Employer shall notify the Employee in writing that an overpayment has been made and discuss repayment options. 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.

14.05 In the event that an Employee leaving the service of the Employer owes the Employer money as outlined in 14.04, the Employer shall deduct the total amount of money owed by the Employee from salary the Employee is due from unused vacation credits.

14.06 Should the Employer issue an Employee an underpayment of wages and/or entitlements, then the Employer shall make the necessary monetary or entitlement adjustments within fifteen (15) business days and take such internal administrative action as is necessary to correct such errors. The Employer shall notify the Employee that an underpayment has been made and discuss payment options.

- 14.07 Provided not more than three (3) years have elapsed since the experience was obtained, when an Employee has experience satisfactory to the Employer, her salary shall be adjusted by applying the following formula as may be applicable:
- (a) all experience satisfactory to the Employer shall be recognized on the basis of one (01) Step for each two thousand and twenty two point seven five (2022.75) hours worked up to the top Step of the Salary Schedule.
 - (b) If the Employee submits documentation of her experience to the Employer within thirty (30) days of her start date the adjustment shall be effective retroactive to her start date. If the documentation is submitted after thirty (30) days such adjustment shall be effective the date the Employee submits documentation of her experience to the Employer.

ARTICLE 15
PAYDAYS

- 15.01 Paydays will be established by the Employer no less frequently than bi-weekly.

ARTICLE 16
HOURS OF WORK

- 16.01 It is understood and agreed that work shall provide for a continuous operation Monday through Sunday. Also, a weekend is defined as Saturday and Sunday.

16.02 **Posting of Shift Schedules**

Shift schedules shall be posted not less than twenty-eight (28) calendar days in advance. When a change is made in the Regular Employee's scheduled work days the Employee shall be informed and the change shall be recorded on the shift schedule. When such change is made with less than seven (7) calendar days' notice, the Regular Employee shall be paid at one point five times (1.5X) the Basic Rate of Pay for all hours worked on the first (1st) shift of the changed schedule.

- 16.03 On the date fixed by proclamation, in accordance with the Daylight Saving Time Act, of the conversion to Mountain Standard Time, regular hours of work shall be extended to include the resultant additional hour with additional payment due therefore at the applicable overtime rate. On the date fixed by said Act for the resumption of Daylight Saving Time, the resultant reduction of one (1) hour in the shift involved shall be effected with the appropriate deduction in regular earnings.

16.04 **Reporting for a Later Shift**

In the event a Regular Employee reports for work as scheduled and is requested by the Employer to report for a later shift, the Regular Employee shall be compensated by payment of three (3) hours' pay at their Basic Rate of Pay.

16.05

Rest Period

All Employees shall be permitted one (1) rest period of fifteen (15) minutes during each period of three point eight seven five (3.875) hours of work, the time of which shall be scheduled by the Employer. Rest periods will not be scheduled in conjunction with meal periods, starting times, quitting times, or taken together except by mutual agreement of the Employee and the Employer.

16.06

Full-Time Employees

- (a) Normal hours of work, exclusive of meal periods, for Regular Full-time Employees shall be:
 - (i) seven point seven five (7.75) work hours per day; and
 - (ii) seventy-seven point five zero (77.50) work hours in each period of fourteen (14) calendar days averaged over one (1) complete cycle of the shift schedule.
- (b) Regular Full-time Employees who are scheduled to rotate shifts (days, evenings and nights; or days and evenings; or days and nights) shall be assigned not less than one-third (1/3) day shifts during a shift cycle; unless otherwise mutually agreed to between the Employer and the Union. The Employer shall consider a request by such Employee(s) to work permanent evenings and/or night shifts.
- (c) Unless otherwise mutually agreed between the Employer and the Employee, shift schedules for Regular Full-time Employees shall provide for:
 - (i) not more than two (2) different shift starting times between scheduled days off;
 - (ii) days off to be consecutive;
 - (iii) not more than six (6) consecutive days of work without receiving their days off;
 - (iv) at least fifteen point five zero (15.50) hours between scheduled shifts, or where there is mutual agreement between the Employer and the majority of the Employees affected by the revised schedule, at least twelve (12) hours between scheduled shifts;
 - (v) no split shifts; and
 - (vi) days off to be scheduled in such a way as to equally distribute weekends off over a shift cycle among the Regular Full-time Employees who perform the work involved.

16.07

Part-Time Employees

- (a) Hours of work for Regular Part-time Employees shall be:
 - (i) up to seven point seven five (7.75) hours in any one (1) day, exclusive of meal periods;

- (ii) scheduled to work in a manner where the ratio of work days to non-work days does not exceed 5:2 averaged over one (1) work cycle of not more than fourteen (14) calendar days.
- (b) Regular Part-time Employees who are scheduled to rotate shifts (days, evenings and nights; or days and evenings; or days and nights) shall be assigned not less than one-third (1/3) day shifts during a shift cycle; unless otherwise mutually agreed to between the Employer and the Union. The Employer shall consider a request by such Employee(s) to work permanent evenings and/or night shifts.
- (c) Unless otherwise mutually agreed between the Employer and the Employee, shift schedules for Regular Part-time Employees shall provide for:
 - (i) not more than two (2) different shift starting times between days off;
 - (ii) at least two (2) consecutive days off per week, averaged over one (1) work cycle of not more than fourteen (14) calendar days;
 - (iii) not more than six (6) consecutive days of work without receiving their days off;
 - (iv) at least fifteen point five zero (15.50) hours between scheduled shifts, or where there is mutual agreement between the Employer and the majority of the Employees affected by the revised schedule, at least twelve (12) hours between scheduled shifts;
 - (v) no split shifts; and
 - (vi) excepting Part-time Employees who are employed specifically for weekend work, days off to be scheduled in such a way as to equally distribute weekends off over a shift cycle among the Regular Part-time Employees who perform the work involved.
- (d) Regular Part-time Employees who wish to be considered for additional hours of work to meet temporary operational requirements shall advise their immediate supervisor or designate, in writing, as to the extent of their availability. Such additional hours of work shall be distributed as equally as possible among the available Regular Part-time Employees who have requested additional hours of work without incurring overtime and provided that Employees are qualified and have the proper orientation to perform the work that is available.
- (e) The Basic Rate of Pay will prevail for additional hours of work assigned to a Regular Part-time Employee beyond the Employee's scheduled hours provided:
 - (i) the Employee accepts the assignment;
 - (ii) the hours worked do not exceed seven point seven five (7.75) hours per day;

- (iii) the hours worked do not exceed seventy-seven point five zero (77.50) hours over a period of fourteen (14) calendar days;
- (iv) the Part-time Employee does not work in excess of six (6) consecutive days without their days off;
- (v) the Part-time Employee does not work in excess of ten (10) days in a fourteen (14) day period; and
- (vi) if the hours worked would constitute a split shift, the call back provisions of Article 19 will apply.

When a Regular Part-time Employee accepts additional hours as per the preceding conditions the Employee's schedule shall not be considered to have been changed and therefore Article 16.02 does not apply.

- 16.08 Optional scheduling provisions may be mutually agreed to in writing between the Employer and the Union. The Employer shall consider any optional schedule, which is proposed in writing by the Union.
- 16.09 If a Part-time Employee requests, in writing, to work additional shifts outside the Employee's regularly scheduled hours of work that do not allow fifteen point five zero (15.50) hours off between shifts as outlined in Article 19.05, the Employee may agree to waive the overtime provisions under Article 20.02 provided that the time off between shifts is no less than ten point seven five (10.75) hours.
- 16.10 (a) Employees may exchange shifts among themselves, provided that:
- (i) the exchange is agreed to, in writing, between the affected Employees, and
 - (ii) prior approval of such exchange has been given by the Employee's immediate Supervisor.
- (b) Where such request is made in writing, the Employer's reply shall also be in writing.
- (c) Such exchange shall be recorded on the shift schedule.
- (d) Such exchange shall not be deemed a violation of the provisions of this Collective Agreement.
- 16.11 Subsequent to discussion with the Union and subject to the requirements of this Article, Master Shift Schedules may be developed that include 'built-in' Named Holidays.

ARTICLE 17 OVERTIME

- 17.01 The Employer shall determine when overtime is necessary and for what period of time it is required:

All authorized overtime worked in excess of and in conjunction with seven point seven five (7.75) hours per day shall be paid at the rate of two times (2X) the basic rate of pay.

17.02 Failure to provide at least fifteen point five zero (15.50) hours rest between scheduled shifts, or twelve (12) hours where applicable under clauses 16.06 (c) (iv), and 16.07 (c) (iv) shall result in payment of overtime at established rates for any hours worked during normal rest periods unless the Employer and the Union have mutually agreed to optional scheduling provisions that provide for less than fifteen point five zero (15.50) hours rest between scheduled shifts.

17.03 Employees shall not be required to layoff during their regular scheduled shifts to equalize any overtime worked previously.

17.04 **Full-Time Employees**

Subject to the operational requirements of the Employer, overtime shall be shared as equitably as possible amongst Full-time Employees who perform the work involved and who have indicated their availability, in writing, to their supervisor or designate.

17.05 Full-time Employees required to work by the Employer on their scheduled days off shall be paid two times (2X) the basic rate of pay on each such day.

17.06 (a) A Full-time Employee may request time off in lieu of overtime worked to be taken in conjunction with the Full-time Employee's annual vacation by mutual agreement.

(b) In the event mutual agreement between the Full-time Employee and the Employer is not reached, time off in lieu of overtime may be taken at another mutually agreeable time within three (3) months of the pay period in which the overtime was worked

(c) Time off in lieu of overtime shall be the equivalent of the actual time worked adjusted by the applicable overtime rate.

(d) Failing mutual agreement under (a) or (b) above, the Employer shall effect payment of overtime pay at the applicable overtime rate.

17.07 Where a Full-time Employee works overtime on a Named Holiday in accordance with Article 25, Named Holiday pay as outlined in Article 25.04 shall not apply for overtime hours worked. Overtime worked on a Named Holiday shall be paid as follows:

(a) for all overtime hours worked on a Named Holiday at two point five times (2.5X) the applicable Basic Rate of Pay.

(b) for all overtime hours worked on August Civic Holiday and Christmas Day at three times (3X) the applicable Basic Rate of Pay.

17.08 **Part-Time Employees**

Subject to the operational requirements of the Employer, overtime shall be shared as equitably as possible amongst Part-time Employees who perform the work involved and who have indicated their availability, in writing, to their supervisor or designate.

- 17.09 Where a Part-time Employee works overtime on a Named Holiday in accordance with Article 25, Named Holiday pay as outlined in Article 25.04 shall not apply for overtime hours worked. Overtime worked on a Named Holiday shall be paid as follows:
- (a) for all overtime hours worked on a Named Holiday at two point five times (2.5X) the applicable Basic Rate of Pay.
 - (b) for all overtime hours worked on August Civic Holiday and Christmas Day at three times (3X) the applicable Basic Rate of Pay.
- 17.10 Where mutually agreed by the Employer and the Regular Part-time Employee, the Regular Employee may receive time off in lieu of overtime. Such time off shall be equivalent to the actual time worked adjusted by the applicable overtime rate and taken at a time mutually agreed by the Employer and Regular Employee. Failing mutual agreement, the Employer shall effect payment of overtime pay at the applicable overtime rate.

ARTICLE 18
ON-CALL

- 18.01 On-call duty shall mean any period during which a Regular Employee is not working but during which the Employee is required by the Employer to be readily available to respond without undue delay to any request to report for work.
- 18.02 For each assigned hour of authorized On-Call duty, a Regular Employee shall be paid:
- (a) on regularly scheduled days of work, the sum of three dollars and thirty cents (\$3.30) per hour;
 - (b) on scheduled days off and Named Holidays, the sum of four dollars and fifty cents (\$4.50) per hour. A Named Holiday or scheduled day off shall run from 0001 hours on the Named Holiday or scheduled day off to 2400 hours of the same day.
- 18.03 Where mutually agreed between the Employer and the Employee, the Employee may receive time off in lieu of On-Call premiums. The time equivalent shall be calculated by dividing the total dollar amount of the above noted payment by the Regular Employee's Basic Rate of Pay at the time that the time off is taken.
- 18.04 When an Employee is supplied a pocket pager and/or cellular telephone by the Employer for the purpose of on-call duty, there shall be no cost to the Employee for the use of the pocket pager and/or cellular telephone.

ARTICLE 19
CALL-BACK

- 19.01 A Regular Employee who is called back to work during the On-Call period shall not be paid for those hours worked during the On-Call period in accordance with Article 18.

- 19.02 A Regular Employee who is called back and required to return to work outside of their regular hours shall be paid for any one (1) call at either:
- (a) the overtime rate as specified in Article 17.01; or
 - (b) four (4) hours at the Basic Rate of Pay; whichever is greater.
- 19.03 Where an Employee works more than six (6) hours on a call back pursuant to this Article, and there is not a minimum of six (6) hours off duty in the twelve (12) hours preceding the next shift, at the Employee's request, the Employee shall be entitled to eight (8) consecutive hours of rest before commencing their next shift, without loss of regular earnings.

ARTICLE 20
PYRAMIDING

- 20.01 Except where expressly authorized in this Collective Agreement, there shall be no pyramiding of premiums.
- 20.02 Where two (2) or more applicable premiums are expressed as multiples of the Basic Rate of Pay, the Employee will be paid only one (1) such premium, that being the highest of the applicable premiums.

ARTICLE 21
SHIFT PREMIUM

- 21.01 A shift differential of two dollars and seventy-five cents (\$2.75) per hour shall be paid:
- (a) to Employees working a shift where the majority of such shift falls within the period fifteen hundred (1500) hours to twenty three hundred (2300) hours; or
 - (b) to Employees for each regularly scheduled hour worked between fifteen hundred (1500) hours to twenty three hundred (2300) hours, provided that greater than two (2) hours is worked between fifteen hundred (1500) hours to zero seven hundred (0700) hours;
 - (c) to Employees for all overtime hours worked which fall within the period of fifteen hundred (1500) hours to twenty three hundred (2300) hours.
- 21.02 A shift premium of five dollars (\$5.00) per hour shall be paid:
- (a) to Employees working a shift where the majority of such shift falls within the period from twenty-three hundred (2300) hours to zero seven hundred (0700) hours; or
 - (b) to Employees for each regularly scheduled hour worked between twenty-three hundred (2300) hours to zero seven hundred (0700) hours provided that greater than two (2) hours is worked between twenty-three hundred (2300) hours to zero seven hundred (0700) hours;

(c) to Employees on overtime for all hours worked which fall within the period of twenty-three hundred (2300) hours and zero seven hundred (0700) hours.

21.03 Where applicable, an Employee shall be eligible to receive both Shift Premium and Weekend Premium.

21.04 All premiums payable under this Article shall not be considered as part of the Employee's Basic Rate of Pay.

ARTICLE 22 **WEEKEND PREMIUM**

22.01 A weekend differential of three dollars and twenty-five cents (\$3.25) per hour shall be paid, in addition to shift premium, if applicable, to an Employee working a shift wherein the majority of such shift falls during a sixty-four (64) hour period commencing at fifteen hundred (1500) hours on a Friday.

22.02 Where applicable, an Employee shall be eligible to receive both Shift Premium and Weekend Premium.

22.03 All premiums payable under this Article shall not be considered as part of the Employee's Basic Rate of Pay.

ARTICLE 23 **TRANSPORTATION ALLOWANCE**

23.01 A Regular Employee who normally travels from the work site to the Employee's place of residence by means of public transportation following the completion of a duty shift but who is prevented from doing so by being required to remain on duty longer than the Employee's regular shift and past the time when normal public transportation is available, shall be reimbursed for the cost of reasonable, necessary and substantiated transportation expense from the work site to the Employee's place of residence.

23.02 **All Employees**

In addition to the foregoing, an Employee shall be reimbursed for expenses related to travel on Employer business at the rate of fifty-two cents (\$0.52) per kilometer for travel inside the City of Calgary and at the rate of fifty-two cents (.52¢) per kilometer for travel outside the City of Calgary.

23.03 Where an Employee is assigned duties necessitating the use of their automobile, they shall be reimbursed pursuant to Article 23.02

ARTICLE 24
ANNUAL VACATION

24.01

- (a) Regular Employees shall be granted the vacation period preferred by them at such time as may be mutually agreed upon by the Employer and the Regular Employee.
 - (i) The Employer shall post a vacation schedule planner at the work site in January of each calendar year for vacations to be taken between April 1st and August 31st of the same Calendar Year
 - (ii) The Employer shall post a vacation schedule planner at the work site in July of each calendar year for vacations to be taken between September 1st of the same Calendar Year and March 31st of the following Calendar Year
 - (iii) Employees shall submit their preference for vacation dates to the Employer within the timeframes established by the Employer
 - (iv) Preference as to choice of vacation dates shall be determined by length of continuous service in the Regular Employee's particular department and classification, or as may be mutually agreed upon between the Employer and the Union. For the purpose of this sub-clause, a Regular Employee's continuous service in a department and classification shall continue to accrue during layoff and authorized leave(s) of absence.
- (b) A Regular Employee shall be entitled to an unbroken period of vacation equal to their entire vacation entitlement unless otherwise mutually agreed between the Employer and the Regular Employee.
- (c) A Regular Employee who chooses to take their vacation in broken periods shall be allowed to exercise their preference as to choice of vacation dates for only one (1) vacation period, which falls in whole or in part during the period June 1st to August 31st , and December 1st to January 1st inclusive, except where such vacation periods are not requested by other Regular Employees.
- (d) A Regular Employee shall be permitted to take a maximum of two (2) weeks of vacation time during the peak periods of June 1st to August 31st inclusive and December 1st and January 1st inclusive unless otherwise mutually agreed between the Employer and the Regular Employee.
- (e) Changes to approved vacation may be made by mutual agreement between the Employer and the Employee.
- (f) Notwithstanding that vacation time may already have been approved, in cases of emergency the Employer may request an Employee to return to work.
- (g) In such cases of emergency and the Employee returns to work, overtime will be paid for all previously approved vacation time worked and the previously

approved vacation time worked will be rescheduled or paid out pursuant to the provisions of this Article

- 24.02 No Regular Employee may continue to work and draw vacation pay in lieu of taking their vacation.
- 24.03 Vacation earned in one (1) employment year shall be taken within the following vacation year and may not be divided into more than two (2) periods, except with the approval of the Employer. If a Regular Employee makes a request to divide their vacation into more than two (2) periods, such request shall be considered by the Employer.
- 24.04 (a) Unused Vacation from one (1) vacation year may be taken consecutively with vacation in the ensuing vacation year, with the approval of the Employer.
- (b) A Regular Employee shall be permitted to carry-over up to a maximum of five (5) days of vacation entitlement to the next vacation year.
- (c) Unused vacation time that is not authorized by the Employer for carry-over from the previous vacation year shall be paid out annually by May of each calendar year.
- 24.05 Should a Regular Employee demonstrate to the satisfaction of the Employer that the Employee was admitted to a hospital as an "in-patient" during the course of their vacation, the Employee shall be considered to be on sick leave for the period of the stay in hospital, and subsequent period of recovery, subject to the provisions of Article 26 (Sick Leave). Vacation time not taken as a result of such stay in hospital shall be taken at a mutually agreeable later date.
- 24.06 **Vacation Pay Upon Termination**
- (a) An Employee leaving the service of the Employer at any time before the Employee has exhausted the vacation credit to which she is entitled, shall receive a proportionate payment of salary in lieu of such earned vacation.
- (b) In the event that an Employee leaving the service of the Employer owes the Employer monies as outlined in Article 17.05, the Employer shall deduct the total amount of money owed by the Employee from the payment of salary in lieu of such earned vacation.
- Vacation Entitlement**
- 24.07 (a) Full-time Employees
- During each year of continuous service in the employ of the Employer, Regular Full-time Employees shall earn entitlement to a vacation with pay to be taken in the next following vacation year 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 service as follows:
- (i) during the first (1st) to second (2nd) years of such employment an Employee earns a vacation of fifteen (15) working days; or

- (ii) during the third (3rd) to ninth (9th) years of employment an Employee earns a vacation of twenty (20) working days;
- (iii) during the tenth (10th) to nineteenth (19th) years of employment an Employee earns a vacation of twenty-five (25) working days; and
- (iv) during the twentieth (20th) and subsequent years of such employment an Employee earns a vacation of thirty (30) working days.

(b) Supplementary Vacation

- (i) Upon reaching the employment anniversary of twenty-five (25) years of continuous service, Employees shall have earned a one time only additional five (5) days vacation with pay. Such supplementary vacation to be taken pursuant to the provisions of this Article.
- (ii) Upon reaching the employment anniversary of thirty (30) years of continuous service, Employees shall have earned a one time only additional five (5) days vacation with pay. Such supplementary vacation to be taken pursuant to the provisions of this Article.
- (iii) Upon reaching the employment anniversary of thirty-five (35) years of continuous service, Employees shall have earned a one time only additional five (5) day vacation with pay. Such supplementary vacation to be taken pursuant to the provisions of this Article.
- (iv) Upon reaching the employment anniversary of forty (40) years of continuous service, Employees shall have earned a one time only additional five (5) days vacation with pay. Such supplementary vacation to be taken pursuant to the provisions of this Article.
- (v) Upon reaching the employment anniversary of forty-five (45) years of continuous service, Employees shall have earned a one time only additional five (5) days vacation with pay. Such supplementary vacation to be taken pursuant to the provisions of this Article.
- (vi) Notwithstanding the carry-over provisions of this Article, Supplementary Vacation may be carried over without it considering to have exceeded the carry-over limit, until the next week of Supplementary Vacation is awarded. Any supplementary vacation not taken at that time will be paid out.

24.08

(a) Part-time Employees

During each year of continuous service in the employ of the Employer, Regular Part-time Employees shall earn entitlement to vacation with pay to be taken in the next following vacation year and such entitlement is governed by the total length of such service as outlined below.

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

Regular Scheduled Hours paid during the vacation year exclusive of overtime and additional shifts	x	The applicable % outlined below	=	Number of hours paid vacation time to be taken in the next following vacation year
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- (i) six percent (6%) during the first (1st) and second (2nd) continuous years of employment; or
 - (ii) eight percent (8%) during the third (3rd) to ninth (9th) continuous years of employment; or
 - (iii) ten percent (10%) during the tenth (10th) to nineteenth (19th) continuous years of employment; or
 - (iv) twelve percent (12%) during the twentieth (20th) and subsequent continuous years of employment.
- (b) **Supplementary Vacation**
- (i) Upon reaching the employment anniversary of twenty-five (25) years of continuous service, Employees shall have earned a one time only additional two per cent (2.0%) paid vacation time.
 - (ii) Upon reaching the employment anniversary of thirty (30) years of continuous service, Employees shall have earned a one time only additional two per cent (2.0%) paid vacation time.
 - (iii) Upon reaching the employment anniversary of thirty-five (35) years of continuous service, Employees shall have earned a one time only additional two per cent (2.0%) paid vacation time.
 - (iv) Upon reaching the employment anniversary of forty (40) years of continuous service, Employees shall have earned a one time only additional two per cent (2.0%) paid vacation time.
 - (v) Upon reaching the employment anniversary of forty-five (45) years of continuous service, Employees shall have earned a one time only additional two per cent (2.0%) paid vacation time.
- (c) Vacation pay for Regular Part-time Employees' additional hours of work shall be paid on each payday.

24.09

Cessation of Vacation Accrual

There shall be no accrual of vacation entitlements during:

- (a) layoff; or
- (b) a leave of absence without pay which is in excess of thirty (30) calendar days; or
- (c) an absence while in receipt of disability insurance or Workers' Compensation benefits which is in excess of thirty (30) calendar days.

24.10 **Hours Recognized for Determining Vacation Pay**

Only those hours of work paid at the Basic Rate of Pay and on a named holiday to a maximum of seven point seven five (7.75) hours will be recognized for the purposes of determining vacation pay.

ARTICLE 25
NAMED HOLIDAYS

25.01 Any reference to Named Holidays in this Agreement applies to the following days:

New Year's Day	Labour Day
Alberta Family Day	Thanksgiving Day
Good Friday	Remembrance Day
Victoria Day	Christmas Day
Canada Day	Boxing Day
August Civic Holiday	

and all general holidays proclaimed to be a statutory holiday by any of the following levels of Governmental authority:

- (a) the Municipal Government in which the work site is located;
- (b) the Province of Alberta;
- (c) the Government of Canada.

25.02 No payment shall be due for the Named Holiday which occurs during:

- (a) a lay-off; or
- (b) all forms of leave during which a Regular Employee is not paid; or
- (c) an absence while in receipt of disability insurance or Worker's Compensation Benefits.

25.03 **Float Day**

Regular Full-time Employees who are in the employ of the Employer on January 15th, shall be granted one (1) additional day off with pay to be scheduled by mutual agreement between the Employer and the Employee. If the day off is not taken by the last day of December in any given year, it shall be paid out.

25.04 **Day In-Lieu**

A Full-time Employee shall be entitled to a day off with pay on or for a Named Holiday provided the Full-time Employee:

- (a) works their scheduled shift immediately prior to and immediately following the Holiday except where the Employee is absent due to illness or other reasons acceptable to the Employer;
- (b) works on the Named Holiday when scheduled or required to do so.

25.05 **Payment for Named Holiday**

Except as specified in Sub-clause 25.05 (d) and subject to Article 17.01 a full-time Employee who works on a Named Holiday shall be paid for all regularly scheduled hours worked on the Named Holiday at one point five times (1.5X) the basic rate of pay plus:

- (a) by mutual agreement, a day added to the Full-time Employee's next annual vacation, or
- (b) a mutually agreeable day off with pay in conjunction with the full-time Employee's regular days off within thirty (30) days either before or after the Named Holiday; or
- (c) one (1) regular day's pay.
- (d) an Employee required to work on Christmas Day or the August Civic Holiday shall be paid for all hours worked on the Named Holiday at two times (2X) the Employee's basic rate of pay.

25.06 **Named Holiday while on Day Off or Vacation**

Subject to Article 25.04 when a Named Holiday falls during a Full-time Employee's annual vacation or on a regularly scheduled day off, the Employee shall receive:

- (a) by mutual agreement, a day off with pay added to the Full-time Employee's annual vacation; or
- (b) a mutually agreeable day off with pay in conjunction with the Full-time Employee's regular days off within thirty (30) calendar days of the Full-time Employee's return from annual vacation; or
- (c) one (1) day's regular pay in lieu of the Named Holiday.

25.07 **Named Holiday on a Saturday or Sunday**

When a Named Holiday falls on a Saturday or Sunday, the Employer may designate the Friday prior or the Monday after the Named Holiday as the day off in lieu of the Named Holiday. If such designated day off is a Full-time Employee's regularly scheduled day off, such Employee shall then be entitled to the provisions of Article 25.06.

25.08 **Part-time Employees**

- (a) A Part-time Employee who works on a Named Holiday shall be paid at the rate of one point five times (1.5X) the Part-time Employee's Basic Rate of Pay for all hours worked;
- (b) Part-time Employees shall be paid, four point six percent (4.6%) of their earnings based upon their Basic Rate of Pay including vacation pay, in lieu of Named Holiday pay.
- (c) A Part-time Employee required to work on Christmas Day or the August Civic Holiday shall be paid for all hours worked on the Named Holiday at two times (2X) the Employee's basic rate of pay.

- (d) Casual Employees shall be paid in addition to their basic rate of pay five (5%) of their basic rate of pay in lieu of Named Holidays.

ARTICLE 26
SICK LEAVE

- 26.01 Sick Leave is defined as a form of insurance against illness, quarantine by a Medical Officer of Health, or because of an accident for which compensation is not payable under the *Workers' Compensation Act*.
- 26.02
 - (a) The Employer recognizes that alcoholism, drug addiction and mental illness are illnesses which can respond to therapy and treatment and that absence from duty due to such therapy or treatment shall be considered as sick leave.
 - (b) An Employee, whose work performance is adversely affected by a condition mentioned in (a) above, may be referred by the Employer to the appropriate Employee Assistance Plan.
- 26.03 After a Regular Employee has completed their probation period the Employee shall be allowed a credit for sick leave from the date of employment provided however, that the Regular Employee shall not be entitled to apply sick leave credits prior to the completion of their probation period.
- 26.04 Sick leave credits shall not accrue during:
 - (a) any period of sick leave in excess of thirty (30) calendar days; or
 - (b) a layoff; or
 - (c) a leave of absence without pay which is in excess of thirty (30) calendar days; or
 - (d) an absence while in receipt of disability insurance or Workers' Compensation benefits which is in excess of thirty (30) calendar days.
- 26.05 **Sick Leave Credits for Medical Referral and/or Treatment**

When an Employee is required to travel for the purpose of attending a dental, physiotherapy, optical or medical appointment, and is unable to schedule such time outside of their work hours, the Employee shall have the right to utilize sick leave credits for such absences, provided the Employee notified the Employer as soon as possible in advance of the appointment and provided, that the Employee submits satisfactory proof of attendance at such appointment when required by the Employer to do so.
- 26.06 Regular Employees may be required to submit satisfactory proof to the Employer of any illness, non-occupational accident or quarantine. Where the Employee has paid a fee for such substantiation, the fee shall be reimbursed by the Employer to a maximum of thirty dollars (\$30.00).

26.07 **Maximum Credits**

When a Regular Employee has accrued the maximum sick leave credits they shall no longer accrue sick leave credits until such time as the total accumulation is reduced below the maximum. At that time the Employee shall recommence accumulating sick leave credits.

26.08 **Extended Illness**

- (a) An Employee who has exhausted their sick leave credits during the course of an illness, and the illness continues, shall be deemed to be on leave of absence without pay for the duration of the illness or as provided below.
- (b) The Employee shall keep the Employer advised as to when they shall be expected back to work. Where the Employee is absent due to illness for a period of more than thirty (30) calendar days, they shall provide the Employer with fourteen (14) calendar days' notice of readiness to return to work:
 - (i) an Employee who is capable of performing the duties of their former classification shall be reinstated by the Employer in the same classification which the Employee held immediately prior to their absence;
 - (ii) an Employee who is not capable of performing the duties of their former classification, but who is capable of performing a job within the Bargaining Certificate, shall have a reasonable effort made by the Employer to place the Employee in an available position that they are capable of performing. In such a case the Union agrees to waive the posting provisions of the Collective Agreement;
 - (iii) at the expiration of either twenty-four (24) months from the last day of paid sick leave or twenty-four (24) months from the first (1st) day of Long Term Disability entitlement, whichever is greater, an Employee who is not capable of returning to work pursuant to (i) or (ii) above shall be considered to have terminated their employment relationship with the Employer.

26.09 **Reporting Sick**

Regular Employees reporting sick shall do so to the Employer as soon as possible in order that a replacement may be arranged for or duties re-distributed. Failing to do so, the Regular Employee shall be considered absent without leave and the Employer may make a deduction in pay for the time which expires between the time the Regular Employee should have reported for work and the time at which the Regular Employee reported.

26.10 **Reporting of Accumulated Sick Leave Credits**

Upon the request of an Employee, but not more frequently than twice annually, the Employer shall advise the Employee of the amount of sick leave credits accumulated by the Employee.

26.11 **Full-time Employees**

Sick leave credits for a Full-time Employee shall be earned and computed at the rate of one point five times (1.5X) working days for each full month of employment up to a maximum credit of one hundred and twenty (120) working days. Prorated credit shall be earned for partial months of employment.

26.12 **Part-time Employees**

- (a) Sick leave credits for a Part-time Employee shall be earned and computed at the rate of twelve (12) hours for each period of one hundred and sixty-eight (168) hours worked up to a maximum credit of nine hundred and thirty (930) hours. Credit will be granted for fractions of one hundred and sixty eight (168) hours worked.
- (b) When a Regular Part-time Employee accepts an assignment for additional hours of work and then reports sick for such assignment, the Employee shall not be entitled to utilize sick leave credits for such assignment.

ARTICLE 27
WORKERS' COMPENSATION

27.01 Workers' Compensation Board coverage will be provided by the Employer for a Regular Employee.

27.02 Regular Employees shall not be paid sick leave benefits when they are absent from work and drawing Workers' Compensation benefits except as provided in Article 27.06 below. An Employee absent on Workers' Compensation for a period in excess of thirty (30) calendar days shall not accumulate sick leave entitlement or vacation credits during the period of absence.

27.03 Article 27.02 above shall not exclude a Regular Employee from sick leave benefits for periods of absence resulting from an accident which is non-compensable under the *Workers' Compensation Act*.

27.04 Regular Employees shall not be entitled to a compensating day off in lieu of a Named Holiday from the Employer while receiving benefits from Workers' Compensation.

27.05 A Regular Employee absent from work and receiving Workers' Compensation benefits shall keep the Employer advised as to when they shall be expected back to work.

27.06 (a) An Employee who is incapacitated and unable to work as a result of an accident sustained while on duty in the service of the Employer within the meaning of the Workers' Compensation Act shall continue to receive full salary at the Basic Rate of Pay provided the Employee assigns over to the Employer on proper forms the monies due from the Workers' Compensation Board for time lost due to accident. A deduction of one-tenth (1/10) day shall be charged against sick leave credits for each day an Employee is off work due to an accident within the meaning of the Workers' Compensation Act. Employees shall only receive full salary at the Basic Rate of Pay to the extent

that one-tenth (1/10) day can be deducted from accumulated sick leave credits.

- (b) An Employee who is incapacitated and unable to work as a result of an accident sustained while on duty in the service of the Employer within the meaning of the Workers' Compensation Act shall continue to receive full net take home pay. The WCB supplement paid by the Employer (i.e. top-up) shall be calculated at the Basic Rate of Pay for regularly scheduled hours of work less any statutory or benefit deductions for each day absent due to such disability provided that all of the following conditions exist:
 - (i) the Employee assigns over to the Employer, on proper forms, the monies due to her from the WCB for time lost due to an accident; and
 - (ii) the Employee's accumulated sick leave credits are sufficient so that an amount proportionate to the WCB supplement paid by the Employer, but in any event not less than one-tenth (1/10) day and not greater than one-fifth (1/5th) day, can be charged against such sick leave credits for each day an Employee is off work due to accident within the meaning of the WCB Act. In the event that a Regular Part-time Employee is utilizing accumulated sick leave credits to access the WCB supplement paid by the Employer (i.e. top-up), such sick leave credits shall be deducted based on the Employee's regularly scheduled hours of work; and
 - (iii) the Employee keeps the Employer informed regarding the status of their WCB claim and provides any medical or claim information that may be required by the Employer to determine the Employee's ability to perform the work the Employer may have available.
- (c) The Parties recognize that the Employer may be required to reconcile payments to the Employee with subsequent assigned payments from the WCB.
- (d) An Employee who is in receipt of Workers' Compensation Benefits and who is not eligible to receive the WCB Supplement pursuant to Article 27.06(b) shall be deemed to be on a leave of absence without pay.

ARTICLE 28

HEALTH BENEFITS

28.01 When the enrollment and other requirements of the insurer(s) have been met, the Employer shall take steps to contract for and implement the following group plans:

- (a) Alberta Blue Cross Supplementary Health Benefits Plan; or equivalent,
- (b) Alberta Blue Cross Dental Plan or equivalent, which provides for the reimbursement of eighty percent (80%) of eligible Basic Services; fifty percent (50%) of all eligible extensive services; and fifty percent (50%) of eligible Orthodontic Services, in accordance with the current Alberta Blue Cross-usual

and customary fees. A maximum annual reimbursement of three thousand dollars (\$3,000) per insured person per benefit year shall apply to Extensive Services. Orthodontic Services shall be subject to a lifetime maximum reimbursement of three thousand dollars (\$3,000) per insured person;

- (c) Alberta Health Care Insurance Plan;
- (d) The Employer's Benefit Plan, or equivalent inclusive of:
 - (i) Group Life Insurance
 - (ii) Accidental Death and Dismemberment
 - (iii) Short-Term Disability (income replacement for a period of up to one hundred and twenty (120) working days during a qualifying disability equal to sixty six and two thirds percent (66 2/3%) of basic weekly earnings at the Basic Rate of Pay to the established maximum following a fourteen (14) day elimination period where applicable. The Short-Term Disability shall become effective on the first (1st) working day following the expiry of sick leave credits in the case of absence due to injury or hospitalization. In the particular case of Employees who have insufficient sick leave credits to satisfy the fourteen (14) calendar day elimination period, the Short-Term Disability shall commence on the fifteenth (15th) day following the commencement of non-hospitalized sickness);
 - (iv) Long-Term Disability (income replacement during a qualifying disability equal to sixty six and two thirds percent (66 2/3%) of basic monthly earnings at the Basic Rate of Pay to the established maximum following a one hundred and twenty (120) working day elimination period).
- (e) At the Employers' option, an "EI SUB Plan" to supplement an eligible Employee's Employment Insurance to meet the Employer's obligation to provide benefit payments to an Employee during the valid health-related period for being absent from work due to pregnancy for which she has provided satisfactory medical proof.

28.02

- (a) The implementation and operation of Employer's Benefit Plan, shall, at all times, be subject to and governed by the terms and conditions outlined in both the Benefit Plan Information Brochure and the terms and conditions of the policies or contracts entered into with the underwriters of the Plans.
- (b) The Employer shall make available to all Employees participating in these Plans, copies of information booklets of these Plans.

28.03

Benefit Plan Premiums

Premium costs for benefit plans will be shared seventy-five percent (75%) by the Employer and twenty-five percent (25%) by the Regular Employee.

28.04 **Part-time Employees**

Subject to the preceding provisions where it is anticipated that a Part-time Employee will work a minimum of fifteen (15) hours per week, averaged over one (1) complete shift cycle, the Employee shall participate in the Health Benefits Plans. The shift cycle shall be defined as that period of time that is required for a shift cycle to repeat itself or two (2) weeks, whichever is greater.

ARTICLE 29
PENSION PLAN

29.01 Eligible Regular Employees shall participate in the Local Authorities Pension Plan. The Plan will be optional for eligible Regular Part-Time Employees whose Regular Part-Time position is between thirty (30) to fifty-nine (59) regularly scheduled hours biweekly.

29.02 The Employer shall make available to all eligible Employees copies of the Local Authorities Pension Plan information booklets.

29.03 Open enrolment periods that are offered by the Employer under the LAPP will be communicated to regular part-time employees who wish to participate by opting into the pension plan.

ARTICLE 30
LEAVES OF ABSENCE

30.01 **Applications**

Applications for leave of absence shall be submitted in writing to the Employer for approval. A false statement in an application for leave of absence or neglect in return at the end of the leave granted may result in dismissal of employment which shall be reported to the Union. Leave of absence shall be without pay and may be granted in case of serious illness or accident to the Regular Employee's immediate family or for any other reason which the Employer and Regular Employee agree upon, including extended vacations, marriage, education and professional or educational meetings. Permission for leave of absence will not be unfairly withheld and where permission is denied reasons will be given.

30.02 **Leave - Union Business**

- (a) Provided the efficiency of the work site shall not in any case be disrupted, leave of absence without pay and without loss of seniority shall be granted by the Employer to Regular Employees elected or appointed to represent the Union at Union Conventions, Workshops, Seminars or Schools.
- (b) Regular Employees who are elected or selected for a full-time position with the Union or any body with which the Union is affiliated, shall be granted leave of absence without pay but with no loss of seniority for a period of two

(2) years. Such leave shall be renewed every two (2) years upon request during their term in office.

- (c) When a leave of absence to attend Union business for the purpose of annual convention or the Union's labour school has been approved within a scheduled vacation period, the number of days paid with the scheduled vacation shall be considered as vacation days not taken and may be rescheduled at a later date. The Employer may consider requests to reschedule vacation for other Union business upon request of the Employee.

30.03 Representatives of the Union shall be granted time off without loss of seniority and without pay in order to participate in negotiations with the Employer.

30.04 (a) The Employer recognizes the right of a Regular Employee to participate in public affairs. Therefore, upon written request, the Employer shall allow leave of absence without pay so that a Regular Employee may be a candidate in federal, provincial or municipal elections.

- (b) Regular Employees who are elected to public office shall be allowed leave of absence without pay but with no loss of seniority during their term of office.

30.05 **Maternity Leave**

(a) An Employee who has completed ninety (90) days of employment shall, upon her written request at least two (2) weeks in advance, be granted maternity leave to become effective twelve (12) weeks immediately preceding the expected date of delivery or such shorter period as may be requested by the Employee, provided that she commences maternity leave not later than the date of delivery.

(b) Maternity leave shall be without pay and benefits except for that portion of maternity leave during which the Employee has a valid health-related reason for being absent from work and is also in receipt of sick leave, STD, EI SUB Plan Benefits, or LTD. Maternity Leave shall be without loss of seniority. The total period of maternity leave shall not exceed seventy eight (78) weeks (sixteen (16) weeks Maternity Leave plus sixty two (62) weeks Parental Leave, if applicable unless mutually agreed between the Employer and Employee.

(c) An Employee on maternity leave shall provide the Employer with two (2) weeks written notice of readiness to return to work at which time the Employer will reinstate the Employee in the same classification held by her immediately prior to taking maternity leave and at the same Basic Rate of Pay.

(d) 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 30.05 (a) then such leave shall commence on the date the pregnancy ends. Such maternity leave shall end sixteen (16) weeks after the commencement of the leave.

30.06

Adoption Leave

An Employee who has completed ninety (90) days of employment, shall, upon written request, be granted leave without pay for up to sixty-two (62) weeks as necessary for the purpose of adopting a child. Upon one (1) months written notice of intent to return to work, the Employee shall be re-engaged in the same classification held by the Employee immediately prior to taking adoption leave and at the same rate of pay.

30.07

Caregiver Leaves

- (a) An Employee will be granted unpaid leave up to 36 weeks for the purpose of providing care or support to their critically ill child in accordance with the *Employment Standards Code* and Employment Insurance (EI) legislation.
- (b) An Employee will be granted unpaid leave up to 16 weeks for the purpose of providing care or support to their critically ill qualified adult relative in accordance with the *Employment Standards Code* and Employment Insurance (EI) legislation.
- (c) An Employee will be granted unpaid leave up to 27 weeks for the purpose of providing care or support to their terminally ill qualified child or adult relative in accordance with the *Employment Standards Code* and Employment Insurance (EI) legislation. For the purposes of this clause, “terminally ill” shall mean at medically documented risk of death within 26 weeks of leave commencing.

30.08

Death or Disappearance of a Child Leave

Employees will be granted unpaid leave up to 52 weeks for an employee whose child has disappeared due to a crime or up to 104 weeks if the child died due to a crime in accordance with the *Employment Standards Code* and Employment Insurance (EI) legislation.

30.09

Court Appearance

The Employer shall grant leave of absence without loss of seniority to a Regular Employee who serves as a juror or witness in any court provided evidence of the subpoena is submitted to the Employer. The Employer shall pay such a Regular Employee the difference between the Employee’s normal earnings and the payment they receive for services as a juror or court witness, excluding payment for traveling, meals, or other expenses. The Regular Employee will present proof of service and the amount of pay received.

30.10

Accrual of Benefits While on Leave

Benefits do not accrue during any leave of absence without pay in excess of thirty (30) calendar days.

30.11

When an Employee is on leave of absence without pay and is receiving Short-Term Disability or Long-Term Disability the Employer will continue to pay the Employer’s share of Alberta Health Care Premiums for the period not exceeding twenty four (24) months from the beginning of Long-Term Disability provided that the Employee

makes prior arrangements with the Employer for the payment of the Employee's share of Alberta Health Care premiums. Failure by an Employee to submit their portion twenty five percent (25%), will result in the Employer discontinuing premium payments for that Employee.

30.12

Parental Leave

- (a) The non-birth parent who has completed ninety (90) days of continuous employment who has or will have the actual care or custody of the newborn child, shall be granted up to sixty-two (62) weeks Parental Leave without pay and benefits immediately following the birth of the child. The Employee shall provide proof of the birth of the child and shall give the Employer at least one (1) month's notice in writing of the date on which the leave is to commence.
- (b) Employees will be required to give the Employer one (1) month's in writing of their intention to return to work.
- (c) In the event that during the period of an Employee's paternity leave, the position from which the Employee who is on such leave has been eliminated due to reduction of the working force or discontinuation of an undertaking or activity and the Employer has not increased the working force or resumed operations on the expiry of the Employee's paternity leave, the Employee will be eligible for the layoff and displacement provisions outlined in Article 39 Layoff and Displacement Procedure of this Collective Agreement.

30.13

Paternity Leave

Upon request a non-birth parent shall be given one (1) working day to attend to matters directly related to the birth of his child. Such day shall be taken as a personal leave day, a vacation day, a day in lieu of paid holiday, a day in lieu of overtime, or an unpaid leave of absence.

30.14

Personal Leave

Effective January 1, 2018, replace Article 30.12 with the following:

- (a) Each year from January 1 to December 31, Regular Employees shall be entitled to three (3) personal leave days for purposes of illness in the immediate family or other personal matters requiring the Employee's attention. Employees shall request such days in writing as far in advance as possible in order that staff substitutions may be arranged. Requests for personal leave shall not be unreasonably denied.

If employment commences on or after May 1st of the year, personal leave days will be prorated for the remainder of the year as follows:

- May 1st to August 31st: two (2) personal leave days;
- September 1st to December 31st: one (1) personal leave day.

30.15 **Domestic Violence Leave**

- (a) An Employee who has completed 90 days of employment and who is a victim of domestic violence is entitled to unpaid domestic violence leave of up to 10 days in a calendar year in accordance with the *Employment Standards Code*.
- (b) An Employee may access applicable leaves of absence or banks such as sick leave, personal leave, court appearance leave, vacation, named holidays, time off in lieu of overtime, and general leave without pay

30.16 **Reservist Leave**

An Employee who has completed 26 weeks of employment as is required by military authorities to attend training or perform military services shall be granted leave without pay in accordance with the *Employment Standards Code* and applicable federal legislation, which includes:

- (a) Up to 20 days per year for required annual training;
- (b) Expeditionary or domestic deployments to a Canadian Armed Forces operation; and
- (c) Calls to the aid of the civil power for domestic duties as ordered by the Minister-in-Council.

30.17 **Citizenship Ceremony Leave**

Employees will be granted one half (1/2) day unpaid leave for employees to attend a citizenship ceremony under the *Citizenship Act (Canada)*.

ARTICLE 31
BEREAVEMENT

- 31.01 (a) Upon request, an Employee shall be granted five (5) calendar days bereavement leave without loss of salary, providing that such leave is taken within a seven (7) consecutive day period, commencing with the date of death, in the event of the death of the following relatives of the Employee:
- spouse (including common-law spouse and same gender partner)
 - child (including of common-law spouse and step-child)
 - parent (including of common-law spouse and step-parent)
 - son-in-law
 - daughter-in-law
 - brother (including step-brother)
 - sister (including step-sister)
 - mother-in-law
 - father-in-law

brother-in-law

sister-in-law

guardian

grandparent

grandchild

(b) **Travel for Bereavement**

Bereavement Leave shall be extended by up to two (2) days if travel in excess of three hundred and twenty-two (322) kilometers from the Employee's residence is necessary.

(c) In the event of a death of another relative or close friend, the Employer shall grant up to one (1) working day off with pay to attend the funeral services.

(d) An Employee who is on vacation, or on an approved leave of absence, or sick leave, Short Term Disability, Long Term Disability or Workers' Compensation shall not be entitled to Bereavement Leave.

ARTICLE 32

UNIFORMS

32.01 The Employer will furnish and maintain (launder, alter and repair) without charge such uniforms which the Employer requires the Employee to wear. These remain the property of the Employer and shall not be worn other than on duty. The nature, color, and style of uniforms and the requirements of each group of Employees in respect thereto shall be determined by the Employer.

32.02 The Employer recognizes that it is desirable for each Employee who is required to change into a uniform to be provided a personal locker for storage of clothing and personal belongings.

32.03 (a) Upon resignation or termination of employment with the Employer, an Employee shall return to the Employer all uniforms provided by the Employer.

(b) In the event the Employee does not return their uniform(s) to the Employer, the Employer shall deduct from the final pay of the Employee the sum of twenty dollars (\$20.00) for each uniform not returned.

32.04 In the interest of safety and with the approval of the Employer, an Employee shall be supplied with all safety apparel/equipment required to perform the Employee's job duties.

ARTICLE 33

APPOINTMENTS, PROMOTIONS, TRANSFERS AND VACANCIES

33.01 In filling a new position or a vacancy, appointments shall be made on the basis of the qualifications and seniority of the applicants. The qualifications for the new position

or vacancy shall be consistent with the responsibilities specified in the position profile. Qualifications may include job related skills, training, and knowledge provided these qualifications are specified in the job posting.

- 33.02 When a new position is created or when a vacancy occurs in any classification covered by this Collective Agreement, such position or vacancy shall be posted electronically on the Employer's Job Application System for seven (7) calendar days as a general posting throughout the organization, stating the responsibilities and qualifications, location (Department, work site), existing shift schedule and Basic Rate of Pay for the position and to whom applications should be submitted.
- 33.03 Requests for transfer or applications for vacancies shall be in writing according to the procedures established in the work site by the Employer. Facilities will be provided to accept applications for posted positions at any time within the seven (7) calendar day posting period.
- 33.04 (a) When making promotions and transfers and filling vacancies within the Bargaining Unit, the determining factors shall be the most requisite job related skills, training, knowledge, acceptable performance and other relevant attributes and where these factors are considered by the Employer to be equal and satisfactory, seniority will be the deciding factor.
- (b) Regular Employees in the Bargaining Unit shall be given preference over other applicants.
- 33.05 When a vacancy is posted and circumstances require the Employer to fill a vacancy before the expiration of the seven (7) calendar day posting period, or prior to the availability of a qualified applicant, the appointment shall be made on a temporary basis only. The Employer shall fill such vacant position on a permanent basis as soon as a qualified applicant becomes available.
- 33.06 (a) A copy of all postings shall be forwarded to the designated Officer of the Union, and when the appointment has been made, the designated Officer will be notified of the appointee's name and the Department concerned.
- (b) The Employer shall post the name of the successful candidate and the competition number on the posting board within seven (7) days of the appointment. The successful candidate will be informed in writing of the details of the competition they are successful in obtaining.
- 33.07 (a) Transfers and promotions shall be on a trial basis. The transferred or promoted Employee will be given a trial period of three hundred forty-eight point seven five (348.75) regular hours worked, in which to demonstrate the ability to fill the new position satisfactorily. The trial period may be extended by the number of working hours absent for any reason during the trial period.
- (b) During the Trial Period, the Employee may either:
- (i) be returned by the Employer to the Employee's former position; or
- (ii) return to her former position provided it is still vacant.

In circumstances where returning to her former position is no longer possible, the Employer shall place the Employee in another suitable vacant position within the Employee's current Centre without loss of seniority and at a rate of pay equivalent to that of her former position.

- (c) An Employee who is transferred before completing her initial probationary period shall complete the initial probationary period as well as the trial period in Article 11.06(a) above.
- (d) In the event that an Employee returns to her former position pursuant to Article 33.07(b), the Employer shall have one (1) opportunity to fill the resultant vacancy by selecting from the applicants on the original posting. Should the Employer exercise this right the posting provisions of this Article will be deemed to be satisfied.

33.08 The foregoing provisions shall be waived and inoperative when placement of an Employee in a job within the Bargaining Unit is effected to provide a period of Rehabilitative Work.

33.09 A Regular Employee who applies for and is successful on a Temporary posting shall maintain their status as a Regular Employee. A Casual Employee who applies for and is successful for a Temporary position shall receive all entitlements and benefits applicable to a Temporary Employee. At the completion of the Temporary term, the Regular Employee shall return to their former position. At the completion of the Temporary term, the Casual Employee shall resume the normal terms and conditions of employment applicable to a Casual Employee.

- 33.10 (a) When an Employee is assigned by their immediate Supervisor to replace another Employee in a higher paid classification within this Collective Agreement for a full or partial shift of at least two (2) hours or longer, the Employee shall be placed at the pay step in the higher classification that provides for an increase above her current Basic Rate of Pay.
- (b) When an Employee is required to perform the duties of a lower paid classification, her Basic Rate of Pay will not be changed.
- (c) When a Regular Employee agrees to substitute on another position outside of this Collective Agreement, the Regular Employee will receive, in addition to the Employee's Basic Rate of Pay, an amount commensurate with the additional responsibilities.

ARTICLE 34
DISCIPLINE AND DISMISSAL

34.01 Unsatisfactory conduct and/or performance by an Employee may be grounds for discipline up to, and including, immediate dismissal.

34.02 Unsatisfactory conduct and/or performance by an Employee which is not considered by the Employer to be serious enough to warrant suspension or dismissal may result in a written warning to the Employee. A copy of the written warning shall be placed

on the Employee's personnel file. Copies of all written warnings shall be forwarded to the Union within seven (7) calendar days of issuance.

- 34.03
- (a) Following a preliminary investigation of an incident, and where the Employer has a significant reason to believe that an Employee(s) may be responsible, and that their actions may lead to discipline, the Employee may be accompanied by a Union Representative in subsequent meetings.
 - (b) The Employee shall be informed by the Employer that they are being investigated with respect to an incident that may result in discipline and that they have the right to have a Union Representative present if they so choose.
 - (c) The Employee shall sign any written notice of discipline for the sole purpose of indicating that she is aware of the disciplinary notice. Where circumstances permit an Employee may be accompanied by a Union Representative during the disciplinary discussion.

- 34.04
- (a) When an Employee has grieved a disciplinary action and a Designated Officer of the Employer has either allowed the grievance or reduced the penalty levied against the grievor, the personnel file of the Employee shall be amended to reflect this action provided this action results in the abandonment of the grievance.
 - (b) An Employee who has been subject to disciplinary action, after two (2) years of continuous service from the date the disciplinary measure was invoked, shall have their file deemed cleared of the record of the disciplinary action, provided the Employee's file does not contain any further record of similar disciplinary action, during the eighteen (18) month period, of which the Employee is aware. The Employer will confirm in writing to the Employee that such action has been effected.

34.05 An Employee absent for three (3) consecutive working days without notifying the Employer shall be considered to have abandoned their position unless, the Employee subsequently provides reason acceptable to the Employer and, where in the opinion of the Employer, such prior notification was not possible.

34.06 Where circumstances permit, an Employee who is scheduled to attend a disciplinary discussion with the Employer will be given reasonable time to contact a Union Representative. At such discussion, an Employee may be accompanied by a representative of the Union.

34.07 Nothing in this Article prevents immediate suspension or dismissal for just cause.

34.08 Personnel Files

Upon service of at least one (1) day's notice, an Employee shall have the right to view their personnel file once each year or when the Employee has filed a grievance. An Employee shall be given a copy of the contents of their personnel file provided that the Employee first pays to the Employer a reasonable fee, determined by the Employer, to cover the cost of copying.

ARTICLE 35
RESIGNATION AND TERMINATION

35.01 **Resignation**

An Employee shall give the Employer at least fourteen (14) calendar days notice of termination of employment.

35.02 **Vacation Pay on Termination**

- (a) If employment is terminated, the Employee shall receive vacation pay in lieu of the unused period of vacation entitlement.
- (b) When an Employee is discharged for cause, the Employee shall receive vacation pay in lieu of the unused period of vacation entitlement.

35.03 Employees wishing to retire shall give the Employer three (3) months' notice of their intention to retire for the purposes of the LAPP benefits application process.

ARTICLE 36
SENIORITY

- 36.01 (a) The seniority date of all Regular Employees shall be the date upon which the Regular Employee commenced employment with the Employer 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 36.01 (a).

36.02 Seniority shall be considered in determining:

- (a) preference in vacation time in Article 24 - Annual Vacation
- (b) layoffs and recalls, subject to the provisions specified in Article 37 - Layoff and Displacement Procedure;
- (c) promotions and transfers and in filling vacancies within the Bargaining Unit subject to the provisions specified in Article 33 - Appointments, Promotions, Transfers and Vacancies; and
- (d) the selection of available rotations by Employees on a unit affected by a new master rotation that does not change an Employees Full-time Equivalency (FTE).

36.03 Seniority shall be considered broken, all rights forfeited, and there shall be no obligation to rehire:

- (a) when employment relationship is terminated by either the Employer or the Employee;
- (b) upon expiry of twelve (12) months following the date of layoff, if during which time the Regular Employee has not returned to work.

(c) if an Employee on recall, does not return to work as provide in Clause 39.07.

36.04 Within three (3) months of signing the Collective Agreement the Employer will post on the Bulletin Board provided pursuant to the Provisions in Article 10 –Bulletin Boards, a seniority list containing the name and seniority date of each Regular Employee in chronological order. The seniority list will be updated by the Employer not less frequently than every six (6) months thereafter. Copies of said seniority lists will be provided to the Union following posting. The Union shall have one (1) month in which to take issue with the seniority list, otherwise the seniority list will be deemed to be correct.

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

ARTICLE 37
LAYOFF AND DISPLACEMENT PROCEDURE

37.01 **Notification to Union**

Prior to the implementation of the provisions of this Article the Employer will meet with the Union to inform the Union of the Employer’s intentions. The Union shall be notified of layoffs, displacements and reassignments as they occur.

37.02 **Definition**

- (a) A Layoff shall be defined as:
- (i) the displacement of a Regular Employee within the Bargaining Unit due to the reduction of the workforce; or
 - (ii) the reduction in the regular hours of work of a Regular Full-time Employee within the Bargaining Unit; or
 - (iii) the reduction in the regular hours of work of a Regular Part-time Employee within the Bargaining Unit by greater than point one (0.1) FTE, which does not result in a change in the Employee’s benefit eligibility.
- (b) For the purpose of this Article, “pay grade” shall mean classifications with the same maximum rate of pay.

37.03 **Displacement**

- (a) If a Regular Employee is removed from a position, such Employee shall be eligible to displace in accordance with 37.03 (b) and (c), subject to the following conditions:
- (i) the removed Employee has the required qualifications to perform the duties of the position in that pay grade and classification;
 - (ii) the position in that pay grade and classification will not be deleted within sixty (60) calendar days;
 - (iii) the Employee to be displaced has less seniority;

- (iv) if an Employee chooses not to fill a vacant position, or displace, the Employee will have no further option to displace but will be provided the opportunity to consider other available vacancies;
 - (v) if an Employee chooses not to displace in accordance with Articles 37.03(b) or (c), they shall only remain eligible to fill a vacant position or be laid off.
- (b) In the event a Regular Full-time Employee is removed from a position subject to Article 37.03(a), they shall have the option to fill one of the following positions:
- (i) A vacant full-time position in the same classification; if not available then
 - (ii) displace the least senior Full-time Employee in the same classification; or
 - (iii) a vacant full-time position in the same pay grade; if not available, then
 - (iv) displace the least senior Full-time Employee in the same pay grade; or
 - (v) a vacant full-time position in a lower pay grade; if not available, then
 - (vi) displace the least senior Full-time Employee in a lower pay grade; or
 - (vii) exercise their rights under Article 37.03(c).
- (c) In the event that a Regular Employee is not eligible to fill a vacant position or displace in accordance with Article 37.03(b), subject to Article 37.04(c), such Regular Employee will be provided the opportunity to fill one of the following positions:
- (i) a vacant benefit eligible part-time position in the same classification; if not available, then
 - (ii) displace the least senior benefit-eligible Part-time Employee in the same classification; or
 - (iii) a vacant benefit-eligible part-time position in the same pay grade; if not available then
 - (iv) displace the least senior benefit-eligible Part-time Employee in the same pay grade; or
 - (v) a vacant part-time benefit eligible position in a lower classification or pay grade; if not available, then
 - (vi) displace the least senior benefit eligible Part-time Employee in a lower classification or pay grade; or
 - (vii) a vacant part-time position in the same classification or pay grade; if not available, then

- (viii) displace the least senior Part-time Employee in the same classification or pay grade; or
 - (ix) a vacant part-time position in a lower classification and pay grade; if not available, then
 - (x) displace the least senior Part-time Employee; or
 - (xi) be laid off
- (d) A Regular Employee displaced due to the provisions of this Article shall be eligible to be placed into a vacant position or to displace another Regular Employee in accordance with the provisions of this Article.
- (e) Where there are no positions available within her current facility in accordance with the above, the Employee may select a vacant position within the Bargaining Unit in another facility in the same classification and with the equivalent or lesser FTE as her current position.
- Placement of an Employee in a vacant position within the Bargaining Unit in another facility, pursuant to this Article, is not a contravention of this Collective Agreement.
- (f) Notwithstanding the foregoing, layoff and displacement procedures for Maintenance Services employees are on the basis of the employee with the least seniority to be the first affected and may apply across the Bargaining Unit.

37.04

Notice Provisions

- (a) The Employer shall notify Regular Employees to be re-assigned or laid off in accordance with Article 37.03 at least twenty-eight 28 calendar days before the layoff or re-assignment is to be effective. If the Employee who has received layoff notice is not provided with an opportunity to work during the notice period, such Employee shall be paid an amount equal to the wages the Employee would have earned, had they worked their regular hours of work in the twenty-eight 28 calendar day period.
- If such Employee is assigned duties other than those normally connected with the classification in question during the notice period, the Employee shall not be paid less than the amount of wages the Employee would have been entitled to receive had they not been provided with an opportunity to work during the notice period.
- (b) Notice of re-assignment or layoff shall be in writing and shall be served either in person or by double registered letter directed to the Employee's last known address. Re-assignment or layoff notices served by double registered letter shall be considered served effective the date of registration with the postal services or, if served in person shall be considered served effective the date of receipt by the Employee.
- (c) (i) A displaced Regular Employee with a choice of positions to fill shall have a maximum of forty-eight (48) hours from the receipt of such

notice to provide the Employer with written notice of the Employee's choice of the re-assignment. An Employee who fails to provide the Employer with such written notice within prescribed time limits shall then be reassigned by the Employer.

(ii) If more than one (1) Employee in the same pay grade is affected in accordance with Article 37.04(c)(i), then such Employees shall be simultaneously granted their preference in reassignment in descending order of seniority. Within forty-eight (48) hours, each affected Employee shall be required to provide the Employer with a number of prioritized preferences for re-assignment in accordance with their seniority rank in the affected group. The Employer will then re-assign the Employees.

(d) In the event a Regular Employee refuses a re-assignment and if such refusal causes a vacant position or positions to exist, then the Employer shall have the right to choose to fill such vacancies by any of the following methods:

- (i) rescinding layoff or re-assignment notices to other Employees; and/or
- (ii) offering such vacancy to another Employee who is displaced or removed from a position due to implementation of the layoff procedures; and/or
- (iii) posting the vacancy in accordance with the provisions of Article 33.

37.05 **Casual or Temporary Assignments During Layoff**

In the event a Regular Employee on layoff accepts an offer to work as a Casual or Temporary Employee, such Employee shall be governed by the Collective Agreement provisions applicable to a casual or Temporary Employee, however, such Employee's seniority standing shall not be affected by the period of casual or temporary employment.

37.06 When an Employee has been given notice of layoff in accordance with the notice provisions of Article 37.07, and the Employee is actively seeking replacement employment, the Employer will grant the Employee reasonable time off without loss of pay for the purpose of attending an employment interview on the following conditions:

- (a) The Employee notifies the Employer at least twenty-four (24) hours prior to the interview;
- (b) There is not more than four (4) hours lost time per job interview;
- (c) The Employee provides the Employer with written confirmation that the Employee attended the job interview.

37.07 **Subcontracting, Leasing or Technological Change**

(a) In the event Regular Employees will be displaced due to subcontracting, leasing or implementation of technological change, the Employer shall notify the Union at least one hundred twenty (120) calendar days in advance of such

change, and every effort will be made to absorb affected Regular Employees into other jobs within the bargaining certificate.

- (b) Regular Employees who are transferred by the Employer pursuant to Article 37.07(a), to a lower paid position shall continue to receive their previous rate of pay until the Basic Rate of Pay for the lower paid position is equal to or greater than the previous rate of pay, and then shall receive the Basic Rate of Pay for the position occupied.
- (c) Regular Employees who are not absorbed into other jobs within the bargaining certificate shall be subject to layoff in accordance with the layoff procedures of this Article.

37.08 A Regular Employee who is laid off may make prior arrangement to pay the full premiums of any applicable benefit plans to assure continuation of such protection if so desired. Such arrangements shall continue so long as the Regular Employee has seniority rights. Failure by the Regular Employee to submit the premium payments will result in the Employer discontinuing premium payments for that Employee.

37.09 The operation of Article 37 shall not be construed as a violation of Articles 16 or 33.

ARTICLE 38
CASUAL AND TEMPORARY EMPLOYEES

38.01 Except as specifically provided, the provisions of this Collective Agreement shall not apply to Casual and Temporary Employees.

- 38.02 (a) Casual and Temporary Employees required to work on a Named Holiday shall be paid at one point five times (1.5X) their Basic Rate of Pay for all hours worked on the Named Holiday.
- (b) Casual and Temporary Employees required to work on Christmas Day or the August Civic Holiday shall be paid for all hours worked on the Named Holiday at two times (2X) the Employee's basic rate of pay.
- (c) Casual and Temporary Employees will be paid for all overtime hours worked on a Named Holiday at two point five times (2.5X) the applicable Basic Rate of Pay.
- (d) Casual and Temporary Employees will be paid for all overtime hours worked on August Civic Holiday and Christmas Day at three times (3X) the applicable Basic Rate of Pay.

38.03 Casual and Temporary Employees shall be paid five percent (5%) of their earnings at the Basic Rate of Pay and of their vacation pay in lieu of Named Holidays.

38.04 Casual and Temporary Employees shall be paid in addition to their earnings at the Basic Rate of Pay:

- (a) six percent (6%) of their earnings at the Basic Rate of Pay during the first (1st) and subsequent employment years; or

- (b) eight percent (8%) of their earnings at the Basic Rate of Pay during the third (3rd) and subsequent employment years if applicable;

in lieu of vacation.

38.05 Casual Employees shall be allowed:

- (a) twenty-one (21) calendar days off without pay for their vacation after one (1) year of employment; or
- (b) twenty-eight (28) calendar days off without pay for their vacation after four (4) years of employment, if applicable.

38.06 In the event that a Casual or Temporary Employee is required by the Employer to report to work and is then not permitted to commence work or is required to return to duty at a later hour, they shall be compensated by receiving three (3) hours pay at the Basic Rate of Pay.

38.07 Casual and Temporary Employees are not entitled to participate in the Health Benefits Plan.

38.08 (a) A Casual or Temporary Employee who has completed their shift and is called back and required to return to work shall be reimbursed for reasonable, necessary and substantiated transportation expenses and, if the Employee travels for such purpose by private automobile, reimbursement shall be at the rate of fifty-two cents (52¢) per kilometer from the Employee's residence to the work site and return provided the return is prior to the commencement of their next shift.

- (b) A Casual or Temporary Employee who normally travels from the work site to their place of residence by means of public transportation following the completion of their duty shift but who is prevented from doing so by being required to remain on duty longer than their regular shift and past the time when normal public transportation is available, shall be reimbursed for the cost of reasonable, necessary and substantiated transportation expenses from the work site to the Employee's place of residence.

38.09 (a) The Employer shall determine when overtime is necessary and for what period of time it is required:

- (i) all authorized overtime worked in excess of and in conjunction with seven point seven five (7.75) hours per day shall be paid at the rate of two times (2X) the Basic Rate of Pay, or
- (ii) all overtime worked in excess of seventy-seven point five zero (77.50) hours in a fourteen (14) calendar day period shall be paid at two times (2X) the Basic Rate of Pay;

whichever is greater;

- (b) Failure to provide at least fifteen point five zero (15.50) hours rest between scheduled shifts shall result in payment of overtime at established rates for any hours worked during normal rest periods unless the Employer and the

Union have mutually agreed to optional scheduling provisions that provide for less than fifteen point five zero (15.50) hours rest between scheduled shifts.

- (c) When a Casual or Temporary Employee is regularly scheduled, they shall not be required to lay-off during a regularly scheduled shift to equalize any overtime previously worked.

38.10 Casual and Temporary Employees will be entitled to time off without pay in lieu of bereavement leave pursuant to Article 31 of this Collective Agreement.

38.11 Casual and Temporary Employees do not accumulate seniority.

38.12 Workers' Compensation Board coverage will be provided for Casual and Temporary Employees.

38.13 A Casual or Temporary Employee who has initiated a grievance shall have access to review their personnel file upon service of at least one (1) day's notice.

38.14 The provisions of Articles 1, 2, 3, 4, 5, 6, 7, 8, 9, 11, 12, 14, 15, 16.05, 20, 21, 22, 32 shall apply to Casual and Temporary Employees.

38.15 A Temporary or Casual Employee who is employed in a regularly scheduled full-time or part-time capacity and who is called back and required to return to work outside of their regular hours shall be paid for any one (1) call at either:

- (a) the overtime rate as specified in Article 38.09(a); or
- (b) three (3) hours at the basic rate of pay

whichever is greater.

38.16 The provisions of Article 16.01 through 16.04, and 16.07 apply to Casual and Temporary Employees employed in a regularly scheduled full time or part-time capacity and:

- (a) the provisions of Article 16.06 apply to Casual and Temporary Employees who are employed in a regularly scheduled full-time capacity.
- (b) the provisions of Article 16.07 apply to Casual and Temporary Employees who are employed in a regularly scheduled part-time capacity.

38.17 Temporary Employees shall be on probation for the first four hundred twenty-five (425) hours worked or six (6) months, whichever comes first. If such Employee is determined by the Employer to be unsatisfactory, the Employee may be dismissed at any time during the probation period without notice.

ARTICLE 39 **RETROACTIVITY**

39.01 An Employee whose employment has terminated prior to the date upon which this Collective Agreement is signed by the Employer, shall be eligible to receive retroactively any increase in salary which the Employee would have received but for the termination of employment, only upon submitting to the Employer, during the

period between the expiry date of the preceding Collective Agreement and sixty (60) days after the signing of this Collective Agreement a written application for such retroactive salary.

ARTICLE 40
COPIES OF COLLECTIVE AGREEMENT

40.01 Within sixty (60) days of the signing of this Collective Agreement the Employer shall provide the Employee with an electronic copy.

ARTICLE 41
PERFORMANCE APPRAISALS

41.01 The Parties recognize the desirability of a performance appraisal system designed to effectively utilize and develop the Human Resources of the Centre. Recognizing the distinction between performance appraisal and discipline, the purpose of the performance appraisal is to constructively review the Employee's performance during the review period.

41.02 Meetings for the purpose of performance appraisal interview shall be scheduled by the Employer with reasonable advance notice. At the interview the Employee shall be given a copy of the performance appraisal document. The Employee shall sign the performance appraisal for the sole purpose of indicating that the Employee is aware of their performance appraisal, and shall have the right to respond in writing within ten (10) days of the interview and that reply shall be placed in the Employee's personnel file.

41.03 (a) By appointment made at least one (1) working day in advance, an Employee may view their personnel file in the Human Resources Department once each year or when the Employee has filed a grievance. An Employee may be accompanied by a Union Representative when viewing their personnel file.

(b) An Employee shall be given a copy of the contents of their personnel file upon request, not more frequently than once in a Calendar Year, or when the Employee had filed a grievance, provided that the Employee first pays to the Employer a reasonable fee, established by the Employer to cover the cost of copying.

(c) In the case of a grievance, the fee prescribed shall be waived where the Employee requests a copy of material related to the grievance.

41.04 An Employee's performance appraisal shall not be released by the Employer to any person except to a Board of Arbitration, or as required by law, without the written consent of the Employee.

The Employer's Representative who conducts the performance appraisal shall be in a position outside the Bargaining Unit.

ARTICLE 42
DRESS CODE

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

ARTICLE 43
EMPLOYEE-MANAGEMENT ADVISORY COMMITTEE (EMAC)

- 43.01 (a) There shall be an Employee-Management Advisory Committee (EMAC). The desired functions of the EMAC are to examine and make recommendations regarding the concerns of Employees relative to patient care and other matters related to employment, not covered within the Collective Agreement.
- (b) The Local Chapter Representative of the AUPE shall provide the names of up to one (1) elected Employee and the Employer shall provide the names of up to one (1) appointed Representative to sit on the EMAC.
- (c) There will be no loss of pay for attendance at EMAC meetings.
- (d) The number of Union Representatives and/or Employer Representatives may be changed upon mutual agreement between the Parties.

ARTICLE 44
EXTENDED WORK DAY

- 44.01 (a) Where the Parties to this Collective Agreement agree to implement a system employing an extended work day and resultant compressed work week, they shall evidence such Collective Agreement by signing a document indicating those Work Units where such Collective Agreement applies. The list of Nursing Units may be amended from time to time by agreement of the Parties. Such list shall indicate for each Unit whether this list applies to Full-time Employees, Part-time Employees or both.
- (b) Work Units may be deleted from the list referred to in Article 44.01(a) by either Party providing the other Party with twelve (12) weeks' notice in writing of such intent.

44.02 The Employer and the Union acknowledge and confirm that, with the exception of those amendments hereinafter specifically detailed, when the extended work day is implemented in a Nursing Unit, all other Articles of this Collective Agreement shall remain in full force and effect as between the Parties.

44.03 **Hours of Work**

- (i) Amend Article 16.06 to read:
- "16.06 Regular hours of work for Full-time Employees, exclusive of meal periods, shall:

- (a) not exceed _____ consecutive hours per day, however, in no case shall they exceed eleven point two five (11.25) consecutive hours per day;
- (b) be thirty-eight point seven nine (38.79) hours per week averaged over one (1) complete cycle of the shift schedule;
- (c) except where overtime is necessitated, maximum in hospital hours shall not exceed twelve point two five (12.25) hours per day, determined by the start and finish times of the shift."

(ii) Amend Article 16.05 to read:

"16.05 Regular hours of work shall be deemed to:

- (a) include as scheduled by the Employer, three (3) rest periods of fifteen (15) minutes during each full working shift; and
- (b) exclude at least one (1) and a maximum of two (2) thirty (30) or thirty-five (35) minute meal periods as scheduled by the Employer. Two (2) or more meal breaks or rest periods may be combined by agreement between the Employee and the Employer."

(iii) Amend Article 16.06 to read:

"16.06 Except in cases of emergency or by mutual agreement between the Employee and the Employer, shift schedules for Regular Employees shall provide for:

- (a) at least twenty-two point five zero (22.50) hours off duty at a shift changeover;
- (b) at least two (2) consecutive days of rest per week; and
- (c) two (2) weekends off duty in each four (4) week period. "Weekend" shall mean a Saturday and the following Sunday. The period of time off must be at least fifty-nine (59) hours.

Except when application of this Article is waived by mutual agreement between the Employee and the Employer. If an Employee is required by the Employer to change shifts without receiving twenty-two point five zero (22.50) hours off duty, she shall be entitled to premium payment of two (2X) times her Basic Rate of Pay for the first tour of duty on the new shift."

- (iv) Amend Article 16.06(b) to read:
 - "16.06(b) A request by an Employee to work nights only shall not be unreasonably denied, provided however that the Employer shall have the right to assign periods of day duty for the purpose of maintaining proficiency totaling not more than one hundred and eighty (180) regular hours worked in a Calendar Year. When a request to work nights only is accommodated the Employee may only alter that request by the giving of fourteen (14) weeks notice of intention."
- (v) Amend Article 16.06(b) to read:
 - "16.06(b) Employees who are required to rotate shifts shall be assigned day duty at least one-half (1/2) of the time during the shift cycle, provided that in the event of an emergency or where unusual circumstances exist, an Employee may be assigned to such shift as may be necessary. For the purpose of applying the foregoing, an Employee will be deemed to have been assigned day duty for those periods of time absent on vacation or on or for a Named Holiday, that would have, except for such absences, been day duty to which the Employee would have been assigned in accordance with the shift schedule. Scheduled days of rest shall not be considered as day duty for the purpose of applying this provision."
- (vi) Amend Article 16.06(c)(iii) to read:
 - "16.06(c)(iii) An Employee shall not be scheduled to work more than four (4) consecutive extended shifts nor more than four (4) extended shifts per week."
- (vii) Amend Article 16.08 to read:
 - "16.08 Employees may work flexible hours by mutual agreement between the Employee and the Employer, whereby at a mutually agreeable time the Employer will provide and that Employee shall take time off:
 - (i) for those hours worked during the normal rest period; and
 - (ii) in place of overtime pay for those hours worked in excess of eleven point two five (11.25) in a day or thirty-eight point seven nine (38.79) in a week averaged over one (1) cycle of this shift schedule, in which event Articles 16.01, 16.04, 16.05 and Article 17 shall have no application.
 - (b) The Employee shall be paid for the time taken off in place of overtime pay at the same rate the Employee would have been

paid wages had the Employee worked those hours on a normal working day.

- (c) If time off in place of overtime pay is not provided and taken in accordance with the foregoing, the Employee will be paid overtime pay in accordance with Article 17.06."

44.04 **Overtime**

Amend Article 17.01 to read:

"17.01 Overtime is all time authorized by the Employer and worked by a Regular Employee in excess of the regular scheduled daily hours in compliance with Article 44.03(i) or on scheduled days of rest for Full-time Employees. The Employer will provide on each ward or unit overtime forms which are to be signed by the designated authorizing person and a copy shall be given to the Employee at the time the overtime is worked.

44.05 **Named Holidays**

Amend Article 25.05 to read:

"25.05 Except as modified by (c) below, notwithstanding Article 25.05, an Employee required to work on a Named Holiday shall be paid for all hours worked on a Named Holiday at one point five times (1.5X) her Basic Rate of Pay, excepting where another premium (i.e. overtime) would provide a greater monetary benefit, plus:

- (a) an alternate day off at a mutually agreed time; for which she will be paid seven point seven five (7.75) hours pay at her Basic Rate of Pay; or
- (b) failing mutual agreement of the alternate day off to be scheduled within thirty (30) calendar days following the Named Holiday, the Employee will be paid seven point seven five (7.75) hours at her Basic Rate of Pay."
- (c) An Employee required to work on Christmas Day or the August Civic Holiday shall be paid for all hours worked at two times (2X) the Employee's basic rate of pay.

44.06 **Vacation Entitlement**

(i) Amend Article 24.08 to read:

"24.08(a) During each year of continuous service in the employ of the Employer, an Employee shall earn vacation entitlement to a vacation with pay to be taken in the next following vacation year and the rate shall be as follows:

- (i) during the first (1st) and second (2nd) years of such employment in these positions, an Employee earns a

vacation of one hundred sixteen point two five (116.25) working hours;

- (ii) during the third (3rd) to ninth (9th) years of employment, an Employee earns a vacation of one hundred fifty-five (155) working hours; and
- (iii) during the tenth (10th) to nineteenth (19th) years of employment, an Employee earns a vacation of one hundred ninety-three point seven five (193.75) working hours; and
- (iv) during each of the twentieth (20th) and subsequent years of employment an Employee earns a vacation of two hundred and thirty-two point five zero (232.50) working hours per year.

(b) Employee with less than a year of service

An Employee who has less than one (1) year of service prior to the first (1st) day of _____ in any one (1) year shall be entitled to a vacation calculated on the number of months from the date of employment in proportion of which the number of months of the Employee's service bears to twelve (12) months.

(c) Vacation Earning Portability

Where a voluntarily terminated Employee commences employment within six (6) months of date of termination of employment with another Employer signatory to an agreement containing this provision, such Employee shall, after one (1) year of service, receive vacation entitlement as though her employment has been continuous. At the request of the Employee the Employer shall provide the Employee with a written statement of her vacation entitlement upon termination."

44.07

Sick Leave

- (i) Amend Article 26.02 to read:

"26.02 After an Employee has completed her probationary period she shall be allowed a credit for sick leave computed from the date of employment at the rate of eleven point six two five (11.625) hours for each full month of employment to a maximum credit of nine hundred and thirty (930) hours provided, however, that an Employee shall not be entitled to apply sick leave credits prior to the completion of her probationary period."

(ii) Amend Article 26.06 to read:

"26.06 When an Employee has accrued the maximum sick leave credit of nine hundred and thirty (930) hours, she shall no longer accrue sick leave credits until such time as her total accumulation is reduced below the maximum. At that time, she shall recommence accumulating sick leave credits."

44.08

Leave of Absence

(i) Amend Article 31.01 to read:

"31.01 Bereavement Leave

(a) Upon request, an Employee shall be granted three (3) extended working days and a maximum of twenty-three point two five (23.25) hours bereavement leave without loss of salary, providing that such leave is taken within a seven (7) consecutive day period, commencing with the date of death, in the event of the death of the following relatives of the Employee:

spouse (including common-law or same-sex relationship)

son-in-law

child (including step-child)

daughter-in-law

parent (including step-parent)

mother-in-law

brother (including step-brother)

father-in-law

sister (including step-sister)

guardian

sister-in-law

grandparent

grandchild

(b) Bereavement leave shall be extended by up to two (2) days if travel in excess of three hundred and twenty-two (322) kilometers from the Employee's residence is necessary.

(c) In the event of a death of another relative or close friend, the Employer may grant up to one (1) working day off with pay to attend the funeral services.

(d) An Employee who is on Vacation or on an approved Leave of Absence, Sick Leave, Short Term Disability, Long Term Disability, or Workers' Compensation shall not be entitled to Bereavement Leave.

44.09

Shift Premium

"21.01 A Shift Premium of two dollars and seventy-five cents (\$2.75) per hour shall be paid to Employees for all hours worked within the period between fifteen hundred (1500) hours and twenty-three hundred (2300) hours. Shift Premium payments shall not be considered as part of the Employee's Basic Rate of Pay. Where applicable, an Employee shall be eligible to receive both Shift Premium and Weekend Premium.

21.02 A Shift Premium of five dollars (\$5.00) per hour shall be paid to Employees for all hours worked within the period between twenty-three hundred (2300) hours and zero seven hundred (0700) hours. Shift Premium payments shall not be considered as part of the Employee's Basic Rate of Pay. Where applicable, an Employee shall be eligible to receive both Shift Premium and Weekend Premium."

44.10

Weekend Premium

"22.01 A Weekend Premium of three dollars and twenty-five cents (\$3.25) per hour shall be paid in addition to Shift Premium, if applicable to Employees for all hours worked within the period from fifteen hundred (1500) hours on Friday to zero seven hundred (0700) hours the following Monday. Such premium payments shall not be considered as part of the Employee's Basic Rate of Pay. Where applicable, an Employee shall be eligible to receive both Shift Premium and Weekend Premium.

44.11

Part-Time Employees

(i) Amend Article 16.07(a) to read;

"16.07(a) Regular hours of work for Part-time Employees, exclusive of meal periods, shall be up to eleven point two five (11.25) hours in any day. The ratio of work days to non-work days shall not exceed 7:7 in a six (6) calendar week period."

(ii) Amend Article 16.07(c) to read:

"16.07(c) Except in cases of emergency or by mutual agreement between a Part-time Employee and the Employer;

(a) shift schedules shall provide for at least twenty-two point five zero (22.50) hours off duty at a shift changeover;

(b) an Employee shall not be scheduled to work on two (2) weekends in each four (4) week period. "weekend" shall mean a Saturday and the following Sunday. The period of time off must be at least fifty-nine (59) hours;

- (c) an Employee shall not be scheduled to work more than four (4) consecutive extended shifts nor more than four (4) extended shifts per week.

Except when application of this Article is waived by mutual agreement between the Employee and the Employer, if an Employee is required by the Employer to change shifts without receiving twenty-two point five zero (22.50) hours off duty, she shall be entitled to premium payments of two (2X) times her Basic Rate of Pay for the first tour of duty on the new shift."

- (iii) Amend Article 16.07(b) to read:

"16.07(b)

- (a) A Part-time Employee may work additional shifts from time to time.
- (b) Where a Part-time Employee volunteers or agrees when requested, she shall be paid her Basic Rate for such hours or, if applicable, at the overtime rate(s) provided in Article 44.04;
 - (i) for those hours worked in excess of eleven point two five (11.25) hours in a day; or
 - (ii) for work performed by the Employee on days in excess of the work ratio referred to in Article 44.11.
- (c) Where the Employer required a Part-time Employee to work without her having volunteered or agreed to do so, she shall be paid the applicable overtime rate provided in Article 44.04."

- (iv) Amend Article 26.11 to read:

"26.11 Part-time Employees shall accumulate sick leave benefits on the basis of eleven point six two five (11.625) hours per month, prorated on the basis of the regularly scheduled hours worked by the Part-time Employee, in relation to the regularly scheduled hours worked for Full-time Employees, such Employees shall not be entitled to apply for sick leave credits prior to the completion of her probationary period."

44.12

Casual Employees

A Casual Employee may be called or required for an extended work day shift in accordance with Article 44.03. In such cases, work in excess of seven point seven five (7.75) hours shall be regarded as overtime except where the Casual Employee replaces another Employee in an extended work day position.

SALARY SCHEDULE

Classification	Effective Dates	% Increase	Step 1	Step 2	Step 3
Receptionist	01-Jul-20	0%	\$16.92	\$18.34	\$20.50
	01-Jul-21	0%	\$16.92	\$18.34	\$20.50
	01-Dec-22	1.25%	\$17.13	\$18.57	\$20.76
	01-Jul-23	2.00%	\$17.47	\$18.94	\$21.17

Classification	Effective Dates	% Increase	Step 1	Step 2	Step 3
Typist/Receptionist	01-Jul-20	0%	\$17.78	\$19.26	\$21.43
	01-Jul-21	0%	\$17.78	\$19.26	\$21.43
	01-Dec-22	1.25%	\$18.00	\$19.50	\$21.70
	01-Jul-23	2.00%	\$18.36	\$19.89	\$22.13

Classification	Effective Dates	% Increase	Step 1	Step 2	Step 3
Secretary	01-Jul-20	0%	\$22.05	\$22.80	\$23.63
	01-Jul-21	0%	\$22.05	\$22.80	\$23.63
	01-Dec-22	1.25%	\$22.33	\$23.09	\$23.93
	01-Jul-23	2.00%	\$22.77	\$23.55	\$24.40

Classification	Effective Dates	% Increase	Step 1	Step 2	Step 3	Step 4	Step 5
Unit Clerk	01-Jul-20	0%	\$22.78	\$24.42	\$25.31	\$26.34	\$28.36
	01-Jul-21	0%	\$22.78	\$24.42	\$25.31	\$26.34	\$28.36
	01-Dec-22	1.25%	\$23.06	\$24.73	\$25.63	\$26.67	\$28.71
	01-Jul-23	2.00%	\$23.53	\$25.22	\$26.14	\$27.20	\$29.29

Classification	Effective Dates	% Increase	Step 1	Step 2	Step 3	Step 4
Booking Clerk	01-Jul-20	0%	\$22.78	\$24.42	\$25.31	\$26.34
	01-Jul-21	0%	\$22.78	\$24.42	\$25.31	\$26.34
	01-Dec-22	1.25%	\$23.06	\$24.73	\$25.63	\$26.67
	01-Jul-23	2.00%	\$23.53	\$25.22	\$26.14	\$27.20

Classification	Effective Dates	% Increase	Step 1	Step 2	Step 3
Food Service Assistant	01-Jul-20	0%	\$15.52	\$16.90	\$18.68
	01-Jul-21	0%	\$15.52	\$16.90	\$18.68
	01-Dec-22	1.25%	\$15.71	\$17.11	\$18.91
	01-Jul-23	2.00%	\$16.03	\$17.45	\$19.29

Classification	Effective Dates	% Increase	Step 1	Step 2	Step 3
Blended Food Service Worker (Non-Certified)	01-Jul-20	0%	\$17.39	\$18.61	\$20.89
	01-Jul-21	0%	\$17.39	\$18.61	\$20.89
	01-Dec-22	1.25%	\$17.61	\$18.84	\$21.15
	01-Jul-23	2.00%	\$17.96	\$19.22	\$21.57

Classification	Effective Dates	% Increase	Step 1	Step 2	Step 3
Blended Food Service Worker (Certified)	01-Jul-20	0%	\$18.06	\$19.11	\$21.48
	01-Jul-21	0%	\$18.06	\$19.11	\$21.48
	01-Dec-22	1.25%	\$18.29	\$19.35	\$21.75
	01-Jul-23	2.00%	\$18.65	\$19.74	\$22.18

Classification	Effective Dates	% Increase	Step 1	Step 2	Step 3
Blended Receiver	01-Jul-20	0%	\$16.28	\$17.80	\$19.65
	01-Jul-21	0%	\$16.28	\$17.80	\$19.65
	01-Dec-22	1.25%	\$16.48	\$18.02	\$19.90
	01-Jul-23	2.00%	\$16.81	\$18.38	\$20.29

Classification	Effective Dates	% Increase	Step 1	Step 2	Step 3
Cook 1 (Non-certified)	01-Jul-20	0%	\$19.67	\$20.86	\$23.57
	01-Jul-21	0%	\$19.67	\$20.86	\$23.57
	01-Dec-22	1.25%	\$19.92	\$21.12	\$23.86
	01-Jul-23	2.00%	\$20.31	\$21.54	\$24.34

Classification	Effective Dates	% Increase	Step 1	Step 2	Step 3
Cook 1 (Certified)	01-Jul-20	0%	\$20.97	\$21.80	\$24.80
	01-Jul-21	0%	\$20.97	\$21.80	\$24.80
	01-Dec-22	1.25%	\$21.23	\$22.07	\$25.11
	01-Jul-23	2.00%	\$21.66	\$22.51	\$25.61

Classification	Effective Dates	% Increase	Step 1	Step 2	Step 3	Step 4	Step 5
Therapy Aide	01-Jul-20	0%	\$16.90	\$18.57	\$19.16	\$19.78	\$21.33
	01-Jul-21	0%	\$16.90	\$18.57	\$19.16	\$19.78	\$21.33
	01-Dec-22	1.25%	\$17.11	\$18.80	\$19.40	\$20.03	\$21.60
	01-Jul-23	2.00%	\$17.45	\$19.18	\$19.79	\$20.43	\$22.03

Classification	Effective Dates	% Increase	Step 1	Step 2	Step 3	Step 4	Step 5
Activities Convener	01-Jul-20	0%	\$20.26	\$20.89	\$22.15	\$23.11	\$24.31
	01-Jul-21	0%	\$20.26	\$20.89	\$22.15	\$23.11	\$24.31
	01-Dec-22	1.25%	\$20.51	\$21.15	\$22.43	\$23.40	\$24.61
	01-Jul-23	2.00%	\$20.92	\$21.57	\$22.88	\$23.87	\$25.11

Classification	Effective Dates	% Increase	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6
Therapy Assistant	01-Jul-20	0%	\$24.41	\$25.05	\$26.19	\$27.21	\$28.07	\$28.89
	01-Jul-21	0%	\$24.41	\$25.05	\$26.19	\$27.21	\$28.07	\$28.89
	01-Dec-22	1.25%	\$24.72	\$25.36	\$26.52	\$27.55	\$28.42	\$29.25
	01-Jul-23	2.00%	\$25.21	\$25.87	\$27.05	\$28.10	\$28.99	\$29.84

Classification	Effective Dates	% Increase	Step 1	Step 2
Maintenance Worker 1	01-Jul-20	0%	\$21.52	\$22.58
	01-Jul-21	0%	\$21.52	\$22.58
	01-Dec-22	1.25%	\$21.79	\$22.86
	01-Jul-23	2.00%	\$22.22	\$23.32

Classification	Effective Dates	% Increase	Step 1	Step 2
Maintenance Worker 2	01-Jul-20	0%	\$25.31	\$26.32
	01-Jul-21	0%	\$25.31	\$26.32
	01-Dec-22	1.25%	\$25.63	\$26.65
	01-Jul-23	2.00%	\$26.14	\$27.18

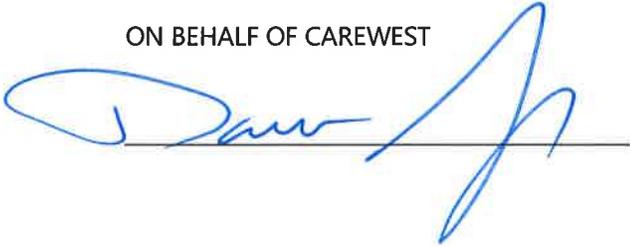
Classification	Effective Dates	% Increase	Step 1	Step 2
Maintenance Worker 3	01-Jul-20	0%	\$29.30	\$30.46
	01-Jul-21	0%	\$29.30	\$30.46
	01-Dec-22	1.25%	\$29.67	\$30.84
	01-Jul-23	2.00%	\$30.26	\$31.46

Classification	Effective Dates	% Increase	Step 1	Step 2
Maintenance Worker 4	01-Jul-20	0%	\$33.98	\$35.37
	01-Jul-21	0%	\$33.98	\$35.37
	01-Dec-22	1.25%	\$34.40	\$35.81
	01-Jul-23	2.00%	\$35.09	\$36.53

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

Signed this 18 day of April, 2024

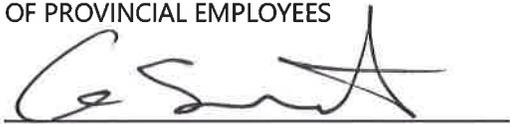
ON BEHALF OF CAREWEST



A handwritten signature in blue ink, appearing to be 'Dawn', written over a horizontal line.

Rebecca Mansfield
WITNESS

ON BEHALF OF THE ALBERTA UNION
OF PROVINCIAL EMPLOYEES



A handwritten signature in black ink, appearing to be 'C. Smith', written over a horizontal line.

James Mitchell
WITNESS

LETTER OF UNDERSTANDING #1

between

CAREWEST

- and the -

ALBERTA UNION OF PROVINCIAL EMPLOYEES LOCAL 48/008

(on behalf of Employees employed in General Support Services at
Carewest Glenmore Park, Signal Pointe and George Boyack)

RE: Temporary Assignment for Food Service Assistant - Article 33.08 (a)

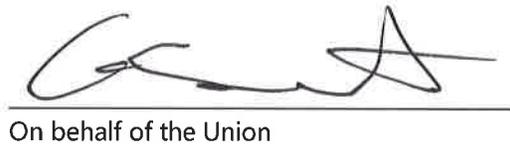
The Parties agree to the following:

- 1) When a Food Services Assistant currently at Pay Step 2 is assigned by their immediate Supervisor to replace another Employee in a FSA/Cook 1 Blended position which requires cooking duties for a full or partial shift of at least two (2) hours or longer, the Food Services Assistant shall be paid at Pay Step 2 of the Non-Certified higher classification for the full shift.
- 2) When a Food Services Assistant currently at Pay Step 2 is assigned by their immediate Supervisor to replace another Employee in a Cook 1 position for a full or partial shift for at least two (2) hours or longer, the Food Services Assistant shall be paid at Step 2 of the Non-Certified higher classification for all hours worked in which Cook 1 duties are being performed.

This Letter of Understanding will be in effect until June 29, 2017 and may be extended by the mutual agreement of the Parties.



On behalf of the Employer



On behalf of the Union



Date



Date

LETTER OF UNDERSTANDING #2

between

CAREWEST

- and the -

THE ALBERTA UNION OF PROVINCIAL EMPLOYEES LOCAL 048/008

(on behalf of Employees employed in General Support Services at
Carewest Glenmore Park and Signal Pointe)

RE: Compressed Work Week - Unit Clerk

Unless otherwise specified in this Letter of Understanding, all Articles of the Collective Agreement apply to Unit Clerks working a compressed work week.

1. Intent

Optional hours of work arrangement for Full-Time Unit Clerks working at Carewest Glenmore Park

2. Amend 16.06 to read:

(a) Normal hours of work, exclusive of meal periods, for Regular Full-Time Employees working a compressed week shall be:

(i) eight point six two (8.62) work hours per day; and

(ii) seventy-seven point five zero (77.50) work hours in a fourteen (14) calendar day period.

3. Amend 17.01 to read:

17.01 The Employer shall determine when overtime is necessary and for what period of time it is required:

All authorized overtime worked in excess of the hours of work in item 2 of this Letter of Understanding will be compensated for in accordance with Article 17 (Overtime) of the Collective Agreement.

4. Amend 24.08 to read:

24.08 (a) Full-time Employees

During each year of continuous service in the employ of the Employer, Regular Full-time Employees shall earn entitlement to a vacation with pay to be taken in the next following vacation year and the rate at which such entitlement is earned shall be governed by the Employee and the total length of such service as follows:

- (i) during the first (1st) to second (2nd) years of such employment an Employee earns vacation at one hundred and sixteen point two five (116.25) working hours; or
- (ii) during the third (3rd) to fourteenth (14th) years of such employment an Employee earns a vacation of one hundred and fifty-five (155) working hours; or
- (iii) during the fifteenth (15th) to twenty-four (24th) years of such employment an Employee earns a vacation of one hundred and ninety-three point seven five (193.75) working hours; or
- (iv) during the twenty-fifth (25th) and subsequent years of employment an Employee earns a vacation of two hundred and thirty-two point five (232.5) working hours.

5. Named Holidays

Regular Employees working a compressed work week shall be entitled to the Named Holidays as specified in Article 25 of the Collective Agreement, however, a regular day's pay for a Named Holiday, or a day off with pay on or in lieu of a Named Holiday shall be equal to the monetary or time equivalent of the Employee's normal hours of work seven point seven five (7.75) under Article of 16 of the Collective Agreement.

6. Sick Leave

Sick leave credits for Regular Full-time Employees shall be earned and computed at the rate of eleven point six two five (11.625) hours for each full month of employment to a maximum credit of nine hundred and thirty (930) hours.

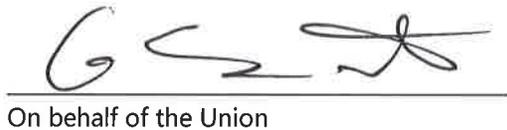
7. Relief Assignment

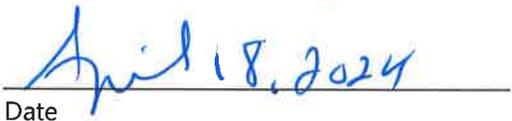
Employees who are not normally assigned to work on a compressed work week schedule, and who relieve for employees who engaged in the compressed work week, shall be subject to the terms of this agreement during such relief assignment.

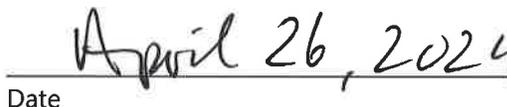
8. Term

Either Party may cancel this Letter of Understanding by providing thirty (30) days notice. It may be amended or cancelled without notice by mutual agreement of both Parties.


On behalf of the Employer


On behalf of the Union


Date


Date

LETTER OF UNDERSTANDING #3

between

CAREWEST

(hereinafter called the "Employer")

- and the -

ALBERTA UNION OF PROVINCIAL EMPLOYEES

Local 048/008

(On behalf of Employees employed in General Support Services at Glenmore Park)

Local 048/009

(On behalf of Employees employed in General Support Services at George Boyack)

Local 048/010

(On behalf of Employees at Carewest when employed in Maintenance services)

Local 048/035

(On behalf of Employees employed in General Support Services at Signal Pointe)
(hereinafter called the "Union")

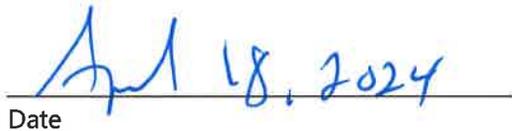
Re: Flexible Spending Account

1. There shall be a Flexible Spending Account (FSA) for benefit eligible Regular Employees.
2. Effective January 1, 2019, the FSA will be calculated as follows: eight hundred and fifty dollars (\$850.00) to be allocated to each eligible Full-time Employee and pro-rated for each eligible Part-time Employee based on their FTE as of November 1 (the "eligibility date") of each year.
 - a. For the purpose of implementation in January 2019 only, which shall occur by the first (1st) of the month following sixty (60) days after ratification of the Collective Agreement, up to one hundred dollars (\$100.00), pro-rated to an Employee's FTE, will be deposited into the eligible Employee's Health Spending Account and the Employee will not have the ability to allocate these funds into any of the other accounts outlined in the Letter of Understanding. In subsequent years, the FSA can be allocated to all eligible accounts.
3. A Regular Full-time Employee and a Regular Part-time Employee who commences employment with the Employer subsequent to January 1 of the calendar year shall have their Flexible Spending Account entitlement adjusted to reflect that later start date.
4. The Flexible Spending Account shall be implemented and administered in accordance with the Canada Revenue Agency's legislation and regulations.

- a. Benefit eligible Regular Employees may use the Flexible Spending Account for:
 - b. coverage for medical, dental and vision expenses not fully covered under Article 28 of the Collective Agreement;
 - c. coverage for wellness/fitness, professional development and family care;
 - d. contributions to a RRSP account.
5. Any unused allocation in an Employee's FSA as of December 31 of each calendar year may be carried forward for a maximum of one (1) calendar year.
6. Employees who are laid off after January 1 in the year the funds are available, shall maintain access to the fund for the balance of that Spending Account year (January 1 to December 31) while on layoff.



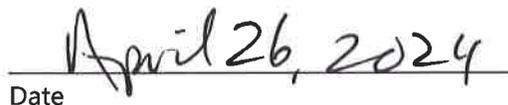
On behalf of the Employer



Date



On behalf of the Union



Date

LETTER OF UNDERSTANDING #4

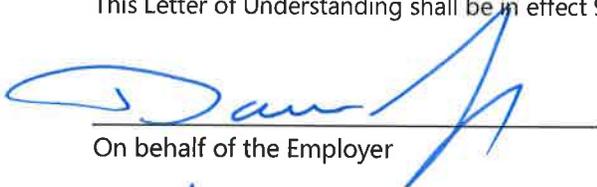
between
CAREWEST
(hereinafter called the "Employer")
- and the -
ALBERTA UNION OF PROVINCIAL EMPLOYEES
(hereinafter called the "Union")

RE: Improvements to Supplemental Benefits

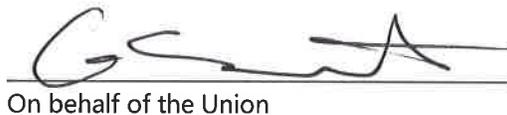
The following items will be included in the Supplementary Health Care Plan, in accordance with the provisions of the benefit plan contract/policy.

1. Physical Therapy: \$50 a visit to a maximum of \$1000/year;
2. Massage Therapy: \$50 a visit to a maximum of \$1000/year; and
3. Chartered Psychologist/Master of Social Work/Addictions Counsellor: no per visit cap to a maximum of \$3000/year.

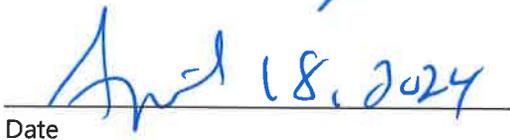
This Letter of Understanding shall be in effect 90 days post-ratification.



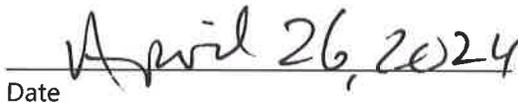
On behalf of the Employer



On behalf of the Union



Date



Date

LETTER OF UNDERSTANDING #5

between

CAREWEST

(hereinafter called the "Employer")

- and the -

ALBERTA UNION OF PROVINCIAL EMPLOYEES

(hereinafter called the "Union")

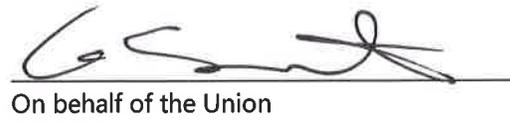
Re: Payment for doing weekend boiler checks at Glenmore Park and Dr. Vernon Fanning

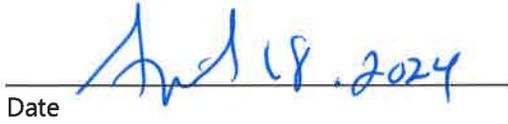
In order to facilitate Carewest meeting ABSA regulatory requirements of doing weekend boiler checks and still create a standard Monday to Friday rotation schedule for Physical Plant Services staff, the parties have agreed to the following:

1. A "boiler check" rotating schedule for doing the weekend boiler checks at Glenmore Park and Dr. Vernon Fanning will be created by Carewest. Based on the current staffing complement the requirement to do the boiler check will be once every sixteen weeks.
2. The boiler checks shall be divided equally between the qualified Maintenance Service Workers. If the staffing complement changes the boiler check rotation will be updated.
3. One Maintenance Service Worker will be assigned per weekend to perform the boiler checks. If there is a statutory holiday, this day would be combined as part of the weekend assignment schedule.
4. Where possible, Carewest will try to combine the on-call and boiler check schedule to the same employee.
5. The boiler checks shall be divided equally between the on-call Maintenance Service Worker in the five (5) groups.
6. It is agreed that compensation for doing the two (2) required boiler checks per (day) Saturday, Sunday and statutory holidays shall be paid as one (1) callback for each day.
7. It is agreed that this LOU agreement is contingent on the Maintenance staff having a Monday to Friday schedule.
8. This LOU may be cancelled by either party with sixty (60) days notice and the appropriate notice provisions in the agreement would apply for rotation changes.

9. This LOU does not supersede Carewest's inherent right to schedule work subject to the terms in the collective agreement.


On behalf of the Employer


On behalf of the Union


Date


Date

LETTER OF UNDERSTANDING #6

between

CAREWEST

(hereinafter called the "Employer")

- and the -

ALBERTA UNION OF PROVINCIAL EMPLOYEES

(hereinafter called the "Union")

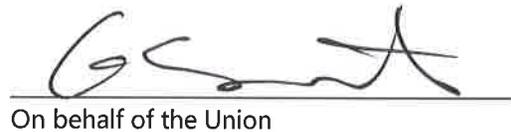
Re: Workload

An Employee may file a written concern regarding their workload directly to the manager. It is agreed that workload concern(s) for discussion represent ongoing, systemic, long-term issues which have continued for a minimum period of ninety (90) days. This does not preclude an Employee from discussing the workload with their manager prior to ninety (90) days.

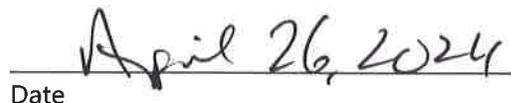
The manager shall investigate the concern(s) raised and provide a written response within thirty (30) days of the Employee's written submission.

Should the response of the manager not satisfactorily address the concern(s) raised, the Employee may advance them to the Director responsible within fifteen (15) days of receiving the manager's response. The Director shall provide a written response within thirty (30) days of receiving the Employee's written submission.


On behalf of the Employer


On behalf of the Union


Date


Date

LETTER OF UNDERSTANDING #7

between

CAREWEST

(hereinafter called the "Employer")

- and the -

ALBERTA UNION OF PROVINCIAL EMPLOYEES

(hereinafter called the "Union")

Re: Employment Security

The Parties share an interest in ensuring quality health services for Albertans. This letter of understanding shall provide Employment Security for Permanent Bargaining Unit Employees who deliver and support those services for the term identified herein.

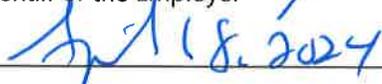
Where the Employer determines that organizational restructuring is required that may impact encumbered positions in the bargaining unit, the Parties agree:

The Parties agree to the following:

1. That there will be no involuntary loss of employment for regular employees in the General Support Services Bargaining Unit, that exceeds the 0.1 change provided for in Article 37.02
2. Except for the circumstances provided for in paragraph 1, employees will "remain whole" and where an employee is faced with an involuntary reduction to pay or FTE, any shortfalls will be remedied.
3. To achieve the preceding the Parties recognize that
 - adjustments in the workforce may occur through attrition;
 - in addition to Article 37 (Layoff and Displacement Procedure), all retention options will be explored;
 - the Parties agree to share all relevant information in a timely manner.
4. This letter shall have no application to temporary or casual employees.
5. This letter shall have no application, and the Employer no further obligations, if an Employee voluntarily selects a reduction in FTE or change in employment status through either layoff or application to a vacancy posted pursuant to Article 33.
6. This Letter of Understanding shall expire on June 29, 2020.



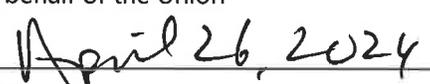
On behalf of the Employer



Date



On behalf of the Union



Date

LETTER OF UNDERSTANDING #8

between

CAREWEST

(hereinafter called the "Employer")

- and the -

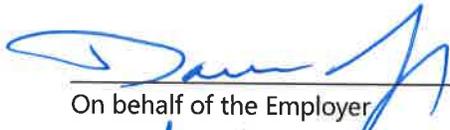
ALBERTA UNION OF PROVINCIAL EMPLOYEES

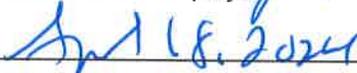
(hereinafter called the "Union")

Re: Contracting Out

1. The Employer will discuss with the Union initiatives to perform work and deliver services by alternative means, including contracting work to other companies. Such discussions shall be for informational purposes and to allow appropriate consultation between the parties. The Employer will give the Union 90 days' notice of such a change. Lesser notice may be provided when urgent issues arise. The Employer will meet with representatives of the Union to discuss the workforce changes and will explore options to efficiently implement the changes to minimize the impact to affected employees.
2. The employer agrees that it will disclose to the union the:
 - (a) nature of, and rationale for, the initiative;
 - (b) scope of the contracting out initiative;
 - (c) potential impacts on regular employees; and
 - (d) anticipated time frame for the initiative.
3. The union shall within 30 days of receipt of notice from the Employer, provide in written form, possible alternatives to the contracting out initiative.
4. Following the Union's written reply to the notice the employer agrees to meet with the union to discuss alternatives with respect to retention of Regular Employees potentially affected by the contracting out initiative, including redeployment opportunities as an alternative to Article 37: Lay off and Recall.

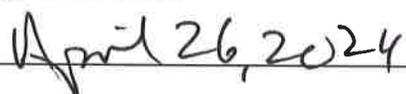
This letter of understanding will expire June 29, 2024.



On behalf of the Employer


Date



On behalf of the Union


Date

LETTER OF UNDERSTANDING #9

between

CAREWEST

(hereinafter called the "Employer")

- and the -

ALBERTA UNION OF PROVINCIAL EMPLOYEES

(hereinafter called the "Union")

Re: Recognition of Services Offered During COVID-19 Pandemic

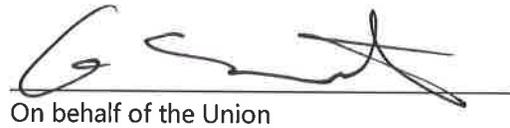
During collective bargaining for the renewal of the previous collective agreement with a term of July 1, 2017 to June 30, 2020 the Employer agreed to the following payments to eligible employees in recognition of services offered during the COVID-19 Pandemic.

1. 1% lump sum on hours worked January 1, 2021 – December 31, 2021.
2. \$1400 lump sum pro-rated to FTE for all regular hours actually worked and paid at the Basic Rate of Pay between July 1, 2021 and June 30, 2022, to a maximum of 1.0 FTE.

The above payments will be paid within 90 days of ratification.

This letter of understanding will expire June 29, 2024.


On behalf of the Employer


On behalf of the Union

April 18, 2024
Date

April 26, 2024
Date