



COLLECTIVE AGREEMENT

between

BETHANY CARE SOCIETY

and

ALBERTA UNION OF PROVINCIAL EMPLOYEES

AUXILIARY NURSING CARE

Covering

Bethany Care Centre – Airdrie
Bethany Care Centre – Calgary
Bethany Care Centre – Cochrane
Bethany Care Centre – Collegesside
Bethany Care Centre – Didsbury
Bethany Care Centre – Harvest Hills
Bethany Care Centre – Riverview
Bethany Care Centre – Sylvan Lake
Mount View Lodge
Sundre Seniors' Supportive Living

EXPIRES AUGUST 31, 2024

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STATEMENT OF PURPOSE/PREAMBLE

The Parties acknowledge that the primary purpose of the Employer is to provide quality resident care through its Employees. Employees and Management provide services to support the residents in all of their daily living needs.

We recognize that the Bethany worksite is the residents' home and that as far as possible all interactions with residents and between Employees should be conducted in a manner that fosters this environment.

This purpose can be achieved most readily by fostering and maintaining harmonious relationships between the Employer, Employees and the Alberta Union of Provincial Employees.

The Employer will promote initiatives that foster excellence, learning, personal responsibility, and growth for Employees.

The purpose of the Collective Agreement is to establish rates of pay and other terms and conditions of employment.

The Parties recognize and understand the importance of Employees having an understanding of the Collective Agreement. To that end the Union will endeavor to be accessible to Employees to assist them in gaining a better understanding on specific issues and broad issues and interpretations.

ARTICLE 1 – TERM OF COLLECTIVE AGREEMENT

- 1.01 This Collective Agreement shall be in force and effect from the date of ratification up to and including August 31, 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 date, 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) a new Collective Agreement is concluded,
 - (b) the right of the bargaining agent to represent the Employees is terminated, or
 - (c) a strike or lockout commences.
- 1.03 Any notice required hereunder, to be given 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 President / Chief Executive Officer
Bethany Care Society
100, 2915 26 Avenue SE
Calgary, AB T2B 2W6

and

In the case of the Union to:
The President
Alberta Union of Provincial Employees
10025 182 Street NW
Edmonton, AB T5S 0P7

ARTICLE 2 - DEFINITIONS

- 2.01 "Administrator" means the senior person responsible for the operations of the Centre reporting to the Vice-President and Chief Operating Officer (COO).
- 2.02 "Care Service Manager" means a person accountable for the management and coordination of care services for residents in an assigned area.
- 2.03 "Arbitration and Adjudication" takes its meaning from the section of the Code dealing with the resolution of a difference. Hereinafter, where the word "Arbitration" is used, it shall be deemed to mean "Adjudication" where applicable.
- 2.04 "AUPE" or "Union" means the Alberta Union of Provincial Employees. In the event of a change of name of the aforementioned AUPE, the subsequent name shall be recognized.
- 2.05 "Basic Rate of Pay" means the incremental step in Appendix A: Salaries Schedules applicable to an Employee in accordance with the terms of this Collective Agreement, exclusive of all premium payments.
- 2.06 "Campus of Care" means an integrated continuum of housing, support and care options responsive to the evolving needs of each resident.
- 2.07 "Centre" means the health facility named as the "Employer" in this Collective Agreement.
- 2.08 "Chapter" or "Local Chapter" means the worksite component of AUPE.
- 2.09 "Classification" means a group of positions having sufficient common characteristics that they are assigned a common title and compensation treatment. Current classifications in each bargaining unit at the date of signing of this Collective Agreement are listed in Appendix A: Salaries Schedules of this Collective Agreement.
- 2.10 "Code" means the Alberta *Labour Relations Code*, as amended from time to time.
- 2.11 "Continuous Service" means the period of employment commencing on the latest date of employment in the bargaining unit that is not interrupted by termination or dismissal.

2.12 "Employee" means a person covered by this Collective Agreement and employed by the Employer. At the time of hire the employment status of each Employee will be determined in accordance with the following:

- (a) "Regular Employee" is one who works on a Full-Time or Part-Time basis on regularly scheduled shifts of continuing nature:
 - (i) "Full-Time Employee" is one who is regularly scheduled to work the full specified hours in Article 15: Hours of Work;
 - (ii) "Part-Time Employee" is one who is regularly scheduled for less than the normal hours specified in Article 15: Hours of Work.

- (b) "Casual Employee" is one who:
 - (i) is regularly scheduled for a period of three (3) months or less for a specific job; or
 - (ii) relieves for absences the duration of which is three (3) months or less; or
 - (iii) works on a call in basis and is not regularly scheduled.

- (c) "Temporary Employee" is one who is hired on a temporary basis for a Full-Time or Part-Time position:
 - (i) for a specific job of more than three (3) months but less than eighteen (18) months; or
 - (ii) to replace a Full-Time or Part-Time Employee who is on approved leave of absence for a period in excess of three (3) months; or
 - (iii) to replace a Full-Time or Part-Time Employee who is on leave due to illness or injury where the Employee has indicated that the duration of such leave will be in excess of three (3) months.

Alteration of employment status thereafter will be regulated by the terms of this Collective Agreement or subject to written mutual agreement by the parties.

2.13 "Employer" means and includes such officers as may from time to time be appointed, or designated, to carry out administrative duties in respect of the operation and management of the Centre.

2.14 "FTE" means Full-Time Equivalent.

2.15 "Gross earnings" means all monies earned by the Employee under the terms of the Collective Agreement.

2.16 "Local" means Local 048 of the Alberta Union of Provincial Employees.

2.17 "Member" means an Employee of the Employer, who is included in this Collective Agreement and who is a member of the Local.

2.18 "Neighbourhood(s)" means a specific defined geographic area or unit(s) in the Centre under the Campus of Care model.

- 2.19 "Position" means:
- (a) the Employee status;
 - (b) the classification; and
 - (c) the full-time equivalency (FTE).
- 2.20 "Practice Permits/ Registration" takes meaning from the *Health Professions Act*, Alberta Regulation 81/2003, Licensed Practical Nurse Profession Regulation as amended. Registration is not membership in the Union.
- 2.21 "Rotation" is the master work schedule of off-duty and on-duty shifts which rotates a consistent pattern of shifts that repeats itself.
- 2.22 "Shift" means a daily tour of duty excluding overtime hours.
- 2.23 "Shift Cycle" means the period of time when the shift schedule repeats itself. In those instances where the schedule does not repeat itself, the term "Shift Cycle" shall be understood to mean a period of time not exceeding twelve (12) weeks.
- 2.24 "Shift Pattern" means a specific shift and the period of time over which a Full-time or Part-time Employee's Regularly Scheduled Hours repeats itself.
- 2.25 "Status" for employment means - Regular Employee or Casual Employee or Temporary Employee.
- 2.26 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 fall.
- 2.27 The singular shall include the plural and vice-versa, as applicable.

ARTICLE 3 - UNION RECOGNITION AND RIGHTS

- 3.01 **CERTIFICATION**
The Employer acknowledges and recognizes that when duly certified as the bargaining agent for Employees described in the certificates issued by the Alberta Labour Relations Board, the Union has exclusive authority to bargain collectively on behalf of the Employees in the Unit for which it is certified and to bind them by a Collective Agreement.
- 3.02 When voluntarily recognized by the Employer, the Union shall have exclusive authority to bargain collectively on behalf of the Employees in the Unit composed of those employed in employment classifications identified in Appendix A: Salaries Schedules appended hereto, and to bind them by a Collective Agreement.
- 3.03 (a) Persons whose jobs are not in the bargaining unit (including RNs and other non-bargaining unit employees) shall not work on a job, perform work, duties or responsibilities, which are included in the bargaining unit.

Work may be offered to non-bargaining unit employees only after AUPE bargaining unit employees have been offered the opportunity to fill the vacant shift.

- (b) Non-bargaining unit employees may be offered work in the case of an emergency or for the purposes of training or instruction, and provided the act of performing the work does not reduce the applicable compensation, pay or hours of work of any regular Employee.
- (c) “Emergency” means a serious, unexpected or dangerous situation requiring immediate action.

3.04 No Employee shall be required or permitted to make any written or verbal agreement, which may be in conflict with this Agreement.

3.05 (a) Union representatives shall notify in advance the Administrator of the Centre or their designate before conducting any business in the Centre and shall not interfere with the work being conducted in the Centre.

(b) The Union shall arrange for a mutually satisfactory date with the Administrator or their designate one (1) week before the meeting or such shorter period as is mutually agreed between the Parties.

(c) The Employer shall endeavor to make arrangements to permit one (1) Chapter representative who must otherwise be on duty to attend these meetings for up to one-half (1/2) hour without loss of pay. No payment of overtime shall be paid to any Employee for attending such meetings.

3.06 A representative of the Union shall have the right to make a presentation of up to thirty (30) minutes during the paid orientation of new Employees. Attendance at the presentation shall not be compulsory. An Employer representative may be present at the presentation.

ARTICLE 4 - UNION STEWARDS

4.01 The Employer agrees to recognize Employees who are elected or appointed as Union Stewards, and recognizes their authority to represent other Employees. A Union Steward may, at the request of an Employee, accompany or represent the Employee in the processing of a grievance with the Employer. When it becomes necessary for a Union Steward to leave their job for this purpose, they will request time off from their immediate supervisor and provide the Supervisor with as much advance notice as possible. Arrangements will be made by the Supervisor to permit the Union Steward to leave their job, as soon as reasonably possible, for this purpose with no loss of regular earnings. Such time off shall be granted only upon the approval of the Supervisor or authorized alternate, which approval shall not be unreasonably withheld.

- 4.02 The Union reserves the right to appoint a Union Steward to represent a work area that has no Union Steward.
- 4.03 A list of Union Stewards shall be supplied by the Union to the Administrator and supplied to the designated Human Resources representative. The Employer shall be advised in writing of any change to this list. The list will be updated by the Union annually.
- 4.04 Both the Grievor and the Union Steward will obtain approval from their immediate Supervisor prior to leaving their workstation.

ARTICLE 5 - APPLICATION AND GENERAL PROVISIONS

- 5.01 The Collective Agreement shall apply to all Employees of the bargaining unit.
- 5.02 Employees shall be compensated for work performed in accordance with the schedule of basic rates of pay as set out in Appendix A: Salaries Schedules, be bound by other provisions of employment, and qualify for such benefits in accordance with the provisions set out in this Collective Agreement.
- 5.03 In the event any provision of this Collective Agreement is in conflict with any present or future statute of the Province of Alberta applicable to the Employer, the section so affected shall be altered or amended forthwith in a manner agreeable to both Parties so as to incorporate required changes. Such action shall not affect any other provisions of this Collective Agreement.
- 5.04 Any changes deemed necessary in the Collective Agreement shall be made by mutual agreement at any time during the existence of this Collective Agreement. Such changes shall be in writing and duly signed by authorized agents of the Parties.
- 5.05 Where a conflict exists between a provision contained in this Collective Agreement and the subject matter is covered by the Employer's policies, regulations, guidelines or directives, the Collective Agreement shall apply.
- 5.06 Employees may access an electronic version of Employer policies and may provide a copy to the Union.

ARTICLE 6 - UNION MEMBERSHIP AND DUES DEDUCTION

- 6.01 Membership in the Union is voluntary.
- 6.02 Employees shall be permitted to wear a lapel size pin representative of the Union during all hours of employment.
- 6.03 Consistent with the payroll system of the Employer, the Union will advise the Employer of the bi-weekly 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. The remittance shall be accompanied by a listing of the names of Employees from whom deductions were made and the amount of the deduction. Such list shall include newly hired Employees.

6.04 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.

6.05 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.

- (a) The deduction remitted shall be accompanied by a list specifying the following:
- the Employee's name;
 - the Employee's number;
 - classification(s);
 - location of employment; and
 - the amount of deduction for each employee and the amount of the employee's bi-weekly earnings.
- (b) Additionally, the Employer shall supply to the Union, two times (2X) each calendar year January and July), a report from the Employer's records including the following Employee information:
- mailing address, city / town / postal code;
 - electronic mail address (if available)
 - telephone number
 - department / position / job title;
 - date of hire;
 - hourly rate(s) of pay;
 - status / category / appointment type(s) i.e. regular, full-time, part-time, casual or temporary;
 - full-time equivalency [FTE]; and
 - active employment.

ARTICLE 7 - MANAGEMENT RIGHTS

7.01 The Employer retains all rights not specifically limited by this Collective Agreement.

7.02 Without limiting the generality of the foregoing, the AUPE acknowledges that it shall be the exclusive right of the Employer to operate and manage its business and functions, including the right to:

- (a) maintain order, discipline, and efficiency and to make, alter, and enforce, from time to time, reasonable rules and regulations to be observed by an Employee, which are not in conflict with any provision of this Collective Agreement;
- (b) direct the workforce and to create new classifications and work units and to determine the number of Employees, if any, needed from time to time in any

- work unit or classification and to determine whether or not a position, work unit, or classification will be continued or declared redundant;
- (c) hire, promote, transfer, layoff and recall Employees;
 - (d) demote, discipline, suspend or discharge for just cause.

7.03 The Employer shall exercise its rights, commitments and responsibilities in a manner and perform its business in all respects, which is fair and consistent with the terms of this Collective Agreement.

ARTICLE 8 - WORKPLACE RESPECT

8.01 The Employer, the Union and Employees are committed to having a safe and respectful workplace where discrimination, bullying, violence and harassment are not tolerated.

8.02 **NO DISCRIMINATION**

There shall be no discrimination, restriction, or coercion exercised or practiced in respect of any Employee by either Party because of age, race, colour, national origin, ancestry, political or religious belief, gender, gender identification, gender expression, marital status, sexual orientation, place of origin, source of income, family status, physical or mental disability or any other prohibited grounds as provided in the *Alberta Human Rights Code*;

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 Collective Agreement or any law of Canada or Alberta.

Subject to the duty of accommodation to the point of undue hardship, clause 8.01 shall not apply with respect to a refusal, limitation, specification or preference based on a bona fide occupational requirement.

The foregoing does not apply with respect to a refusal, limitation, specification or preference based on bona fide occupational requirement.

8.03 **NO HARASSMENT**

The Parties agree that it is the responsibility of the Employer, the Union, and the Employees to adhere to the Workplace Respect Policies of the Employer.

- (a) There shall be no unwelcome physical or verbal conduct by any Party that demeans, belittles, or causes personal humiliation or embarrassment.
- (b) There shall be no verbal or physical conduct of a sexual nature by any Party.
- (c) The Parties recognize the requirement for respect and dignity for all persons supporting a policy of zero tolerance for violence in the workplace and the right of the Employees to work in an environment free from discrimination and harassment.
- (d) The Parties also recognize that Employees work with residents who may exhibit behaviors that are inconsistent with this Article.
- (e) The Employer shall have a Workplace Respect Policy including Harassment available to all Employees.

(f) Normal disciplinary and performance management measures shall not constitute harassment.

8.04 NO VIOLENCE

There will be no tolerance of violence in the workplace, which includes threatened, attempted or actual conduct that causes or is likely to cause physical or psychological injury or harm and includes domestic and sexual violence.

8.05 WORKING ALONE

The safety and security of Employees is of utmost importance for the Parties and concerns about 'working alone' are a priority for the Parties.

8.06 DIVERSITY RECOGNITION

The Union and the Employer recognize the diversity of the workplace and the multi-cultural and linguistic composition of the workforce. Employees shall only speak the English language in the workplace, except while on rest and meal breaks and other unpaid time, where Employees may speak any language or as otherwise required for the care of the resident.

8.07 PROTECTION OF PRIVACY AND ACCESS TO PERSONAL INFORMATION

The Collective Agreement protects an Employee's privacy by setting out rules for the collection, use or disclosure of an Employee's personal information by the Employer.

ARTICLE 9 - LEARNING OPPORTUNITIES/ IN-SERVICE PROGRAMS

9.01 The Parties to this Collective Agreement recognize the value of continuing in-service education for Employees and that the responsibility for such continuing education lies not only with the individual but also with the Employer.

The provision of learning opportunities for Employees will be determined based on the provision of safe, competent care and quality living experiences for our residents as well as the financial resources of the Centre and the business objectives of the Bethany Care Society. The Supervisor and the Employee will select learning opportunities based upon the Employee's learning plan.

For the purpose of this Article, the term "in-service" includes: orientation, acquisition and maintenance of essential skills, and other programs, which may be offered by the Employer.

9.02 The Employer reserves the right to identify specific in-service sessions as being compulsory for Employees and those required to attend such sessions shall be paid at the applicable rate of pay for attendance.

Employees who, with prior approval of their Supervisor, attend in-service programs, which are not identified as compulsory by the Employer shall suffer no loss of regular earnings for attending such programs.

The following in-service programs shall be compulsory and shall be provided to

Employees on an annual basis:

- CPR (when established by the Employer as a mandatory qualification);
- emergency preparedness including fire, evacuation and disaster procedures;
- occupational health & safety matters and prevention of personal injury including musculoskeletal injury arising from repetitive movements or strains including proper lifting and prevention of back injuries;
- Workplace Hazardous Materials Information System (WHMIS);
- dementia care training;
- managing responsive behaviors training (provided by the Employer within the first eighteen (18) months of employment when established by the Employer as a mandatory qualification).

9.03 The Employer shall make available an in-service on the prevention and management of staff abuse at least every two (2) years or more frequently as determined by the Employer, as well as other in-service education programs as deemed appropriate for the purpose of maintaining proficiency.

ARTICLE 10 – PROBATIONARY PERIOD

10.01 (a) An Employee shall serve one (1) probationary period of five hundred three point seven five (503.75) hours worked, exclusive of overtime hours worked, following the commencement of each period of continuous service. The probationary period may be extended for a period up to an additional five hundred three point seven five (503.75) hours worked, exclusive of overtime hours worked.

(b) The Employer shall provide a reason for the termination of employment to the Employee and the Union in writing.

10.02 During the probationary period the Employee may be terminated for any reason, without:

- (a) notice; or
- (b) pay (except as may be required by the provisions of the *Alberta Employment Standards Code*), and
- (c) shall not have recourse to the grievance procedure set out in this Collective Agreement or the *Code*, with respect to such termination.

10.03 NEW EMPLOYEE ORIENTATION

The Employer shall provide a paid orientation for all new Employees, including:

- (a) (i) Clinical based orientation for at least five (5) shifts that the Employer assigns the Employee to work including:
 - Specific unit assignment orientation (like dementia);
 - Medication Administration orientation; and
- (ii) The Employee's first (1st) five (5) shifts of resident care "on the floor" shall be under the guidance of the Employer; and

- (b) Additionally a Corporate based orientation to the Employer's organization as determined by the Employer; and
- (c) Approximately one hundred (100) hours prior to the Employee's eligibility for benefits information will be mailed to the Employee(s) regarding eligibility and registration for Health Benefits and Insurance, Retirement Savings Plan (RSP) and Flexible Spending account.

10.04 New Employees will be given a sufficient orientation to equip them for their work. During this period, the Supervisor will ensure that the new Employee is provided with appropriate support to properly orient them to the position. Additional orientation requested by an Employee will not be unreasonably denied.

10.05 Subject to Article 12: Professional Employee Development and Performance Appraisals of the Collective Agreement, during the probationary period the Employer may provide a performance appraisal of each probationary Employee at least once to review their performance to date, including any areas that required improvement. If the probationary Employee thinks their appraisal is unfair the Employee may request and shall be granted a further meeting with their Manager. It is understood that such performance reviews are not grievable.

ARTICLE 11 – SENIORITY

11.01 (a) A Regular Employee's seniority date shall be the date on which a Regular Employee's continuous service in the employ of the Centre commenced within the bargaining unit, including all prior periods of service as a Casual, Temporary or Regular Employee contiguous to present regular employment.

(b) An Employee who applies for and is successful at being appointed to a position within the same Bethany Care Society Centre but in another AUPE bargaining unit or at another Bethany Care Society Care Centre in another AUPE bargaining unit shall, effective the date of the appointment, transfer or promotion, have their seniority date adjusted to the date the Employee commenced at the Centre. The Employee's total years of service with Bethany Care Society recognized for the purposes of all wages, benefits and entitlements in the Collective Agreement. If an Employee returns to their original Centre or bargaining unit, their seniority date shall be adjusted to reflect the seniority earned prior to their departure.

(c) An Employee who applies for and is successful at being appointed to a new classification shall, effective the date of the appointment, transfer or promotion, have their seniority date adjusted to the date the Employee commenced in the new classification. The Employee's total years of service with Bethany Care Society recognized for the purposes of all wages, benefits and entitlements in the Collective Agreement. If an Employee returns to their original classification, their seniority date shall be adjusted to reflect the seniority earned prior to their departure.

- 11.02 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 Clause 11.01.
- 11.03 Seniority shall be considered in determining:
- (a) preference of vacation time as specified in Article 26: Annual Vacation;
 - (b) layoffs and recalls, subject to the provisions specified in Article 35: Layoff and Recall;
 - (c) (i) promotions and transfers and in filling vacancies within the bargaining unit subject to the provisions specified in Article 14: Recruitment and Selection -Appointments, Transfers and Promotions; and
(ii) shall include short-term movement from one place (neighbourhood or unit) to another place (neighbourhood or unit) in the Centre;
 - (d) the selection of available rotations by Employees on a unit affected by a new master rotation;
 - (e) the distribution and allocation of available additional shifts / "pick up shifts" / hours of work for Part-Time and Casual Employee as specified in Clause 15.16.
- 11.04 Seniority shall be considered broken, all rights forfeited, and there shall be no obligation to rehire:
- (a) when the employment relationship is terminated by either the Employer or the Regular Employee;
 - (b) upon the expiry of twelve (12) months following the date of layoff, if during which time the Regular Employee has not been recalled to work;
 - (c) if a Regular Employee does not return to work on recall, as provided in Clause 35.07.
- A Regular Employee filling a temporary position/ assignment retains all rights of a Regular Employee.
- 11.05 Within three (3) months of the signing date of this Collective Agreement the Employer will provide to the designated Union representative, a seniority list containing the name and seniority date of each Regular Employee in the bargaining unit in chronological order. The designated Union representative shall be responsible for the posting of the seniority list on the bulletin board(s). The seniority list will be updated by the Employer and provided to the designated Union representative not less frequently than every six (6) months thereafter.
- 11.06 The Union shall have thirty (30) calendar days in which to take issue with the seniority list, otherwise the seniority list will be deemed to be correct. Should a difference arise regarding an Employee's seniority, the Employer will provide the Union with the information necessary to establish accurate seniority.
- 11.07 In the event seniority dates are the same, any disputes arising between two (2)

Employees with the same date as they relate to layoffs and recall shall be resolved by a coin toss. If the dispute involves three (3) or more Employees with the same seniority date, then numbered cards will be used to determine the order of seniority.

**ARTICLE 12 - PROFESSIONAL EMPLOYEE DEVELOPMENT AND
PERFORMANCE APPRAISALS**

- 12.01 The Parties recognize the desirability of performance reviews. The purpose of the performance review is to constructively review the Employee's performance during the review period.
- 12.02 Employees shall receive a written performance review annually.
- 12.03 The meetings for the performance review shall be scheduled by the Employer during the Employee's scheduled hours of work with at least twenty-four (24) hours advance notice. The time period allocated for the review shall be sufficient to ensure a level of comfort for both the Employee and the Supervisor.
- At the review meeting the Employee shall be given a copy of their performance review document. The Employee shall sign the performance review for the sole purpose of indicating that the Employee is aware of the performance review, 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.
- 12.04 An Employee's performance review 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.
- 12.05 The Employer's representative who conducts the performance review shall be in a position outside the bargaining unit.
- 12.06 (a) It is recognized that performance reviews are different from discipline. The purpose of the meeting is to constructively review performance to date to assist in improved future performance. The review should include a discussion as well as written summary. Employees will be informed in advance of the discussion so they can prepare to discuss their experiences and performance and report on progress towards meeting the objectives in their review since the last review. The Supervisor will provide a written assessment of the Employee's performance as well.
- (b) The Supervisor and the Employee will create a development plan including goals for the next review period. Development plans should concentrate on those aspects of job performance, which achieve the goals. Employees and Supervisors will reach agreement on the expected level of job performance and discuss the available resources to meet those goals.

ARTICLE 13 - HUMAN RESOURCES PERSONNEL FILE

- 13.01 (a) By appointment made at least one (1) working day in advance, excluding weekends and holidays, an Employee may have reasonable access to view the Employee's personnel file at the Corporate Human Resource office in Calgary.
- (b) With three (3) working days' notice, excluding weekends and holidays, an Employee may view their personnel file at their worksite (Centre).
- (c) With respect to personnel file matters concerning grievances, the three (3) working days' notice period may be waived by the Parties.
- (d) An Employee may be accompanied by a Union representative when viewing the Employee's personnel file.
- 13.02 (a) Subject to the provisions of the *Alberta Personal Information Protection Act*, S.A. 2003, c. P-6.5, an Employee shall be given a copy of the contents of their personnel file upon request, provided that the Employee first pays to the Employer a reasonable fee, established by the Employer to cover the cost of copying.
- (b) In the case of a grievance, the fee prescribed shall be waived where the Employee requests a copy of material related to the grievance.

ARTICLE 14 – RECRUITMENT AND SELECTION, APPOINTMENTS, TRANSFERS AND PROMOTIONS

- 14.01 The Employer shall post within the Centre and on the electronic website notices of vacant positions within the bargaining unit not less than ten (10) calendar days in advance of making an appointment. The posting shall contain the following information:
- (a) qualifications required;
 - (b) employment status (regular or temporary or casual and full-time or part-time);
 - (c) classification and full-time equivalency (FTE);
 - (d) department;
 - (e) anticipated duration, if position is temporary;
 - (f) shift to be worked and the approximate number of shifts per pay period; and for information purposes only, a notice of vacancy may specify the number of hours per shift, shifts per shift cycle, and the current shift pattern for the position.
- 14.02 Applications for vacancies, transfers or promotions, shall be made in writing on the electronic form as provided by the Employer, and submitted by electronic format to such person as the Employer may designate.
- 14.03 When circumstances require the Employer to hire a new Employee to fill a vacancy pending completion of the transactions contemplated in this Article, the appointment

shall be made on a casual basis only.

- 14.04 (a) Subject to Sub-Clause 14.04(b), the following order of consideration for applicants shall apply:
- (i) first, the Regular Employees, who are covered by this Collective Agreement in the Centre where the vacancy exists or the new position is being created; or
 - (ii) next, the Regular Employees, who are covered by other Collective Agreements in other Centre's of the Employer;
 - (iii) next, the Temporary or Casual Employees, who are covered by this Collective Agreement in the Centre where the vacancy exists or the new position is being created;
 - (iv) next, the Temporary or Casual Employees, who are covered by another Collective Agreement in other Centre's of the Employer.
- (b) When making promotions and transfers and filling vacancies, 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 shall be the deciding factor.
- 14.05 (a) The Employer shall, within five (5) working days of making an appointment to fill the transfer, promotion or vacancy, communicate electronically to all employees the name of the successful candidate with the posting number. If a physical bulletin board is put in place, which is at the sole discretion of the Employer, then the Employer shall also post the name of the successful candidate with the posting number on the bulletin board provided for that purpose. The information shall remain posted for ten (10) calendar days. The Employer shall provide the Employee with a letter confirming, in writing, the transfer, promotion or selection into the vacancy.
- (b) All applicants for a posted transfer and / or vacancy, shall be informed in writing by electronic mail of their acceptance or rejection within five (5) working days of the date of the appointment. The Union shall be advised of the successful candidate by electronic copy.
- (c) A dispute regarding a decision made pursuant to Clause 14.04 shall be resolved with an unsuccessful applicant requesting to meet with the hiring supervisor to discuss the reasons they were not selected. The meeting shall be requested by the Employee within five (5) working days of the Employer's communication of the successful applicant. The meeting shall be completed within five (5) working days of the Employee's request. This meeting shall be considered Step 1 in the grievance procedure and the provisions of Article 39 – Grievance Procedure apply to this clause, including the Employee's right to request a representative of the Union be present to assist.
- 14.06 TRIAL PERIOD
- (a) Transfers and promotions shall be on a trial basis. The transferred or promoted

Employee will be given a trial period of three hundred and 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) If the Employer finds the Employee to be unsatisfactory during the trial period, the Employer shall endeavour to reinstate the Employee in their former position without loss of seniority, or, if such reinstatement is not possible, place the Employee in another suitable position without loss of seniority and at a rate of pay equivalent to that of their former position.
- (c) If, during the trial period, the Employee finds their new position to be unsatisfactory, the Employee may request in writing to be returned to their former position. At the sole discretion of the Employer, if the Employee's former position is still vacant, the Employer shall reinstate the Employee in their former position without loss of seniority. If such reinstatement is not possible (i.e. the former position is no longer vacant), the Employer shall endeavour to place the Employee in another suitable position without loss of seniority and at a rate of pay equivalent to that of their former position.

14.07 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 experience and / or duty to accommodate.

14.08 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 their temporary term, the Casual Employee shall resume the normal terms and conditions of employment applicable to a Casual Employee.

ARTICLE 15 – HOURS OF WORK

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

- (a) seven point seven five (7.75) consecutive hours per day;
- (b) thirty-eight point seven five (38.75) hours per week averaged over one complete cycle of the shift schedule.

15.02 Regular hours of work shall be deemed to:

- (a) include, as scheduled by the Employer, either:
 - (i) two (2) rest periods of fifteen (15) minutes during each full working shift of seven point seven five (7.75) hours; or
 - (ii) one (1) rest period of thirty (30) minutes during each full working shift of seven point seven five (7.75) hours, if this is more compatible with scheduling of work assignments,the alternative to be applied shall be at the discretion of the Employer;

- (b) include, as scheduled by the Employer, one (1) rest period of fifteen (15) minutes during each half (½) shift of not less than four (4) hours;
 - (c) exclude a meal period of thirty (30) minutes to be scheduled by the Employer during each working day on which the Employee works in excess of four (4) hours.
- 15.03
- (a) Notwithstanding that the meal break is to be excluded in the calculation of regular hours of work, if the Employer requires an Employee to be readily available for duty during their meal period, the Employee shall be so advised in advance and be paid for that meal period at their basic rate of pay.
 - (b) If an Employee is recalled to duty during their meal period or rest period the Employee shall be given a full meal period or rest period later in their shift, or where that is not possible, be paid for the meal period or rest period as follows:
 - (i) for a rest period, at two times (2X) their basic rate of pay rather than at straight time; or
 - (ii) for a meal period for which the Employee is entitled to be paid in accordance with Sub - Clause 15.03(a), at two times (2X) their basic rate of pay rather than at straight time; or
 - (iii) for a meal period for which the Employee is not otherwise entitled to be paid, at two times (2X) their basic rate of pay.
- 15.04
- Subject to Clauses 15.11 and 15.12, shift schedules shall be posted twelve (12) weeks in advance or such shorter period as is mutually agreed between the Employer and the Union. The Employer shall allow a representative of the Union to reproduce a copy of the posted shift schedule.
- 15.05
- (a) Except in cases of emergency or by mutual agreement between a Regular Employee and the Employer, shift schedules shall provide for:
 - (i) at least fifteen point five (15.5) hours off duty between shifts;
 - (ii) at least two (2) consecutive days of rest;
 - (iii) days of rest on two (2) weekends in a five (5) week period. "Weekend" means a Saturday and the following Sunday, assuring a minimum of fifty-five (55) hours off duty;
 - (iv) an Employee shall not be scheduled to work seven (7) consecutive shifts more than twice in a five (5) week cycle.
 - (b) There shall be two (2) optional scheduling systems available, which may be applied upon mutual agreement, in writing, between the Employer and the Union. Where an option is applied, the relevant provisions of Sub-Clause 15.05(a) above shall be amended as follows:

OPTION I

- (i) at least fifteen point five (15.5) hours off duty between shifts;
- (ii) at least two (2) consecutive days of rest;
- (iii) days of rest on two (2) weekends in a six (6) week period. "Weekend" means:

- (1) one (1) Saturday and the following Sunday and one (1) Friday and the following Saturday assuring a minimum of fifty-five (55) hours off duty; or
- (2) one (1) Saturday and the following Sunday and one (1) Sunday and the following Monday assuring a minimum of fifty-five (55) hours off duty;
- (iv) not more than six (6) consecutive days of work.

OPTION II

- (i) at least fifteen point five (15.5) hours off duty between shifts;
- (ii) at least two (2) consecutive days of rest except that, twice in a five (5) week cycle, there may be a single day of rest which may not be followed by more than five (5) consecutive working days;
- (iii) days of rest on two (2) weekends in a five (5) week period. "Weekend" means a Saturday and the following Sunday, assuring a minimum of fifty-five (55) hours off duty;
- (iv) not more than six (6) consecutive scheduled days of work.

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 fifteen point five (15.5) hours off duty, they shall be entitled to premium pay at two times (2X) their basic rate of pay for that shift. This section does not apply to cases where Clauses 15.11 and 15.12 has been applied in altering a shift schedule.

- 15.06 Employees shall be aware that, in the course of their regular duties, they may be required to work on various shifts throughout the twenty-four (24) hour period of the day and the seven (7) days of the week. The first shift of the working day shall be the one wherein the majority of hours worked fall between twenty- four hundred (2400) hours and zero eight hundred (0800) hours.
- 15.07 (a) The Employer, in scheduling shifts, shall take into consideration an Employee's request for certain shift schedules, subject to the requirements of Clause 15.05.
- (b) The shift patterns, which may be available, are:
- (i) days, evenings, nights (rotation);
 - (ii) days only;
 - (iii) evenings only;
 - (iv) nights only;
 - (v) evenings and days (rotation);
 - (vi) nights and evenings (rotation);
 - (vii) nights and days (rotation).
- (c) A request by an Employee to work evenings only or 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 ninety-three point seven five (193.75) regular hours worked in a calendar year. When a request to work evenings or

nights only is accommodated the Employee may only alter that request by the giving of fourteen (14) weeks' notice of intention.

- (d) Employees working shift choices (i), (v) and (vii), shall be assigned day duty at least zero point three three (0.33) of the time during the shift cycle. 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 absence, 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.
- 15.08 (a) When a Regular Employee reports for work as scheduled, and is directed by the Employer to leave, the Employee shall be compensated for the inconvenience by a payment equivalent to three (3) hours' pay at the basic rate of pay.
- (b) When a Regular Employee is scheduled to work an additional shift and the Employer directs the Employee to not report, one (1) hour or less prior to the start of the shift, the Employee shall be compensated for the inconvenience by a payment equivalent to three (3) hours pay at the Basic Rate of Pay.
- 15.09 A Regular Employee shall not be scheduled to work more than two (2) different shifts between scheduled days off except as mutually agreed between the Employer and the Employee.
- 15.10 An Employee will not be scheduled to work more than seven (7) consecutive days except as may be mutually agreed between the Employer and the Employee, or in cases of emergency. Where mutually agreed, such additional days shall be paid at the basic rate of pay.
- 15.11 Except when application of this Article is waived by mutual agreement between the Employee and the Employer, where an Employee's scheduled days off are changed without fourteen (14) calendar days' notice, the Employee shall be paid at two times (2X) for all hours worked on what would otherwise have been their off duty days.
- 15.12 Except when application of this Article is waived by mutual agreement between the Employee and the Employer, if, in the course of a posted schedule, the Employer changes an Employee's scheduled shift, but not their scheduled days off, the Employee shall be paid at the rate of two times (2X) their basic rate of pay for all hours worked during the first shift of the changed schedule, unless fourteen (14) calendar days' notice of such change has been given.
- 15.13 On the date fixed by proclamation, in accordance with the *Daylight Savings Time Act*, of conversion to Mountain Standard Time, regular hours of work shall be extended to include the resultant additional hour with additional payment due therefore at the applicable overtime rate. On the date fixed by said Act for the resumption of Daylight Savings Time, the resultant reduction of one (1) hour in the shift involved shall be effected with the appropriate deduction in regular earnings.

- 15.14 (a) Employees may work flexible hours by mutual agreement between the Employee and Employer, whereby at a mutually agreeable time the Employer will provide and the 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 seven point seven five (7.75) in a day or thirty-eight point seven five (38.75) in a week averaged over one (1) cycle of this shift schedule, in which event Clauses 15.01, 15.04, 15.05 and Article 16: Overtime 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 Clause 16.02.

15.15 EXCHANGING SHIFTS

- (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 Employer.
- (b) Such a request shall be made in writing to the Employer. An approved request shall be reflected on the schedule. If the request is denied, the Employer's reply shall 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.

- 15.16 (a) A Regular Part-time Employee may, on a monthly basis or at such longer periods as directed by the Employer, submit in writing their willingness to pick up additional shifts and their availability for such shifts.
- (b) The Employer may schedule or offer additional shifts to Part-time Employees, who have given their availability in writing.
- (c) Where there are available additional shifts, the Employer shall first distribute the additional shifts to Regular Part-Time Employees who have given their availability in writing, equitably and consistent with the principles of seniority.
- (d) Opportunity to work additional shifts or hours of work shall be made available and distributed:
- (i) first to Part-time Employees, who have given their availability in writing, based on availability and seniority, and
 - (ii) then to Casual Employees on a fair rotational basis.

ARTICLE 16 – OVERTIME

16.01 Overtime is all time authorized by the Employer and worked by an Employee in excess of seven point seven five (7.75) hours per day, and / or on the scheduled days of rest for Full-time Employees.

The Employer shall provide on each neighborhood 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.

16.02 The overtime rate of two times (2X) the applicable basic rate of pay shall be paid for overtime hours worked.

16.03 Overtime may be banked to a maximum of thirty-eight point seven five (38.75) hours of banked time in lieu of pay taken at a time mutually agreed between the Employee and the Employer. Time off not taken by the last day of March in any given year shall be paid out.

16.04 Where an Employee works overtime immediately following their shift and has not had eight (8) hours off duty in the twelve (12) hours preceding the Employee's 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 any loss of pay. The Employee shall advise the Employer if they will not be reporting to work at the scheduled time.

ARTICLE 17 – JOB CLASSIFICATION, SALARIES AND RECOGNITION OF PREVIOUS EXPERIENCE

17.01 The basic rates of pay as set out in Appendix A: Salaries Schedules shall be applicable to all Employees covered by this Collective Agreement.

17.02 (a) New Employees will be hired at Step 1 of the classification for which they are being hired. Step 1 is a probationary step.

(b) The Employee will move to Step 2 after completion of five hundred three point seven five (503.75) hours or upon successful completion of the probationary period, whichever occurs later. The Step 2 rate will not apply where an employee has their probationary period extended. When this does occur the wage increase will not be applied until probation has been successfully completed.

(c) Employees will have their salary rate adjusted from Step 2 to Step 3 and to each subsequent step upon completion of every two thousand and twenty-two point seven five (2,022.75) hours.

(d) For clarity, hours counted towards an Employee's next increment include hours worked as follows:

(i) regular shifts;

- (ii) relief or extra shifts;
- (iii) paid education shifts;
- (iv) hours worked as overtime shifts (excluding any premium calculation);
- (v) paid Statutory Holidays and worked Statutory Holidays;
- (vi) paid Vacation days;
- (vii) all paid absences.

17.03 **JOB CLASSIFICATIONS**

Job Description

An Employee may request from the Employer a copy of the job description for their position and the Employer shall provide the description within two (2) working days of the request.

17.04 When an Employee is transferred to a classification with a lower rate of pay their salary shall be adjusted immediately to the basic rate they would have been entitled to, had they been on the lower rated classification from commencement of employment.

17.05 In the event that the Employer varies the duties of a job classification substantially, the Union may apply for a determination as to whether a new classification has been created.

17.06 **NEW CLASSIFICATION**

Should the Employer find it necessary to create a new classification during the life of this Collective Agreement, the new classification will be included within the scope of the unit for which the Union is the certified Bargaining Agent provided that:

- (a) the Parties to this Collective Agreement mutually agree that the classification is within the scope of the unit for which the Union is the certified Bargaining Agent, or, failing that;
- (b) the Labour Relations Board rules that the new classification is within the scope of the unit for which the Union is the certified Bargaining Agent.

17.07 When a new classification is created under Clause 17.06 above, for which there is no pay scale in this Collective Agreement, the Employer may establish an interim pay rate and agrees to negotiate an appropriate pay scale with the Union. Failing agreement, the Parties will submit the question directly to Arbitration for settlement. The resultant pay scale shall be implemented retroactively to the date the new classification was established.

17.08 **PAY FOR MEETINGS**

Employees required by the Employer to attend staff meetings and committee meetings shall be paid at the applicable rate of pay for attendance at such meetings.

17.09 **CHANGES TO EXISTING CLASSIFICATION CRITERIA**

- (a) Where the primary function or qualifications of a position in any classification, or a classification covered by this Collective Agreement, are significantly changed the Employee and the Union shall receive twenty-eight (28) calendar

days' notice.

- (b) Where the Employer increases the qualifications of a position or classification, the Employer shall provide the incumbent(s) with a reasonable period of time to obtain the required qualifications.
- (c) Where, pursuant to this Article an Employee's job is changed, the Employee may request a classification review of their current position. The request for a classification review should be submitted in writing to the Administrator of the Care Centre or their designate.
- (d) Where a classification review is conducted pursuant to the foregoing paragraph, the job description will be updated and a review of the position conducted to determine the appropriate classification based on a comparison to the classification guideline criteria.
- (e) The Employee and the Union will be advised in writing of the results of the classification review.

Successful classification reviews shall be effective from the date that the original request for classification review was submitted.

17.10 RECOGNITION OF PRIOR EXPERIENCE

When an Employee has experience satisfactory to the Employer, the Employee's starting salary shall be adjusted as follows:

- (a) Experience prior to a two (2) year lapse will not be recognized.
- (b) All experience satisfactory to the Employer shall be recognized on a one- for-one basis, up to the top increment in the salary scale.
- (c) If the Employee submits satisfactory documentation of their experience to the Employer within thirty (30) calendar days of their start date the adjustment to the Employee's rate of pay shall be effective retroactive to their start date. If the documentation is submitted after thirty (30) calendar days from their start date, such adjustments shall be effective the date the Employee submits documentation of their experience to the Employer.

17.11 OTHER PAY MATTERS

Paydays shall be on a bi-weekly basis by direct deposit into the Employee's designated financial institution account, in accordance with the Employer's established practice.

The Employer shall, on every payday, provide to each employee an electronic statement of wages of the pay period stating:

- (i) the hours worked during the pay period, including all hours worked year to date;
- (ii) the employee's wage rate, the hours worked at each rate, plus an accumulated figure of hours worked;

- (iii) the hours worked by the employee for which payment of wages is made at the overtime wage rate, and the overtime wage rate;
- (iv) any qualification differential, premium, allowance or other payment to which the employee is entitled;
- (v) the amount of each deduction from the earnings of the employee and the purpose of each deduction;
- (vi) where an employee is paid by the hour, how the wages were calculated for the work for which payment is made;
- (vii) the amount being received by the employee;
- (viii) other leave hours used within the pay period and accumulated balance;
- (ix) sick leave credits used within the pay period and sick leave credits accrued (in hours);
- (x) vacation hours taken within the pay period and vacation hours accrued.

17.12

(a) OVERPAYMENT

- (i) 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.
- (ii) 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 five percent (5%) of the Employee's gross earnings per pay period.

(b) UNDERPAYMENT

When an Employee is underpaid an amount less than seven point seven five (7.75) hours at the Employee's Basic Rate of Pay, adjustment will be made on the following pay. When an Employee is underpaid an amount seven point seven five (7.75) hours or more at the Employee's Basic Rate of Pay, a pay cheque will be issued within three (3) days of an Employee's request for payment to cover the shortage. The time specified herein shall be exclusive of Saturday, Sunday and Named Holidays. When the investigation shows the underpayment is the result of Employee error, then the underpayment will be corrected in the next pay period. In the case of undue hardship for an Employee the Employer will make every reasonable effort to make the correction as soon as possible.

ARTICLE 18 - PYRAMIDING

18.01 Except where expressly authorized in this Collective Agreement, there shall be no pyramiding of premiums.

18.02 Where two or more applicable premiums are expressed as multiples of the basic rate of pay, the Employee will be paid only one such premium, that being the highest of the applicable premiums.

ARTICLE 19 – SHIFT DIFFERENTIAL

19.01 EVENING SHIFT

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 one (1) hour is worked between fifteen hundred (1500) hours to twenty-three hundred (2300) 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.

19.02 NIGHT SHIFT

A Shift Differential 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 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 one (1) hour is worked between twenty-three hundred (2300) hours to zero seven hundred (0700) hours;
- (c) to Employees for all overtime hours worked which fall within the period of twenty-three hundred (2300) hours to zero seven hundred (0700) hours.

19.03 All premiums payable under this Article shall not be considered as part of the Employee's basic rate of pay.

19.04 Where applicable, an Employee shall be paid both shift differential and weekend premium in addition to regular pay and overtime pay.

ARTICLE 20 – WEEKEND PREMIUM

20.01 A Weekend Premium of three dollars and twenty-five cents (\$3.25) per hour shall be paid:

- (a) to Employees working a shift wherein the majority of such shift falls within a sixty-four (64) hour period commencing at fifteen hundred (1500) hours on a Friday; or
- (b) to Employees working each regularly scheduled hour worked after fifteen

hundred (1500) hours on a Friday provided that greater than one (1) hour is worked within a sixty-four (64) hour period commencing at fifteen hundred (1500) hours on a Friday;

- (c) to Employees working all overtime hours which fall within the sixty-four (64) hour period commencing at fifteen hundred (1500) hours on a Friday.

20.02 All premiums payable under this Article shall not be considered as part of the Employee's basic rate of pay.

20.03 Where applicable, an Employee shall be paid both shift differential and weekend premium in addition to regular pay and overtime pay.

ARTICLE 21 – OTHER COMPENSATION

21.01 TEMPORARY ASSIGNMENT PAY

- (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 or longer, the Employee shall be paid the basic rate of pay for the classification in which the Employee is relieving, providing they are qualified to perform the substantive duties of the higher paid classification.
- (b) When an Employee is required temporarily to perform the duties of a lower paid classification, their basic rate of pay will not be changed.

21.02 PRECEPTOR PAY

- (a) A Licensed Practical Nurse assigned by the Employer to act as a Preceptor for students in the Licensed Practical Nurse program shall receive an additional sixty-five cents (65¢) per hour. The Employer will give consideration to those Employees who express interest in participation in this program.
- (b) "Preceptor" shall mean a Licensed Practical Nurse who is assigned to supervise, educate and evaluate students in the Licensed Practical Nurse program.

21.03 LPN CHARGE PAY PREMIUM

The Charge Pay Premium will be applicable to an Employee who is employed as and in their professional capacity as a Licensed Practical Nurse, and who has been explicitly assigned by the Site Manager of the Employer to assume functional Charge Responsibilities.

21.04 In recognition of this assigned Charge Responsibility role, a Licensed Practical Nurse will be paid a Charge Pay Premium of one dollar and fifty cents (\$1.50) per hour.

ARTICLE 22 - EMPLOYEE-MANAGEMENT ADVISORY COMMITTEE

- 22.01 There shall be an Employee-Management Advisory Committee (EMAC) for each worksite. The desired functions of the EMAC are to examine and make recommendations regarding the concerns of Employees relative to resident care including professional responsibility, staffing, workload, and other matters related to employment, not covered within the Collective Agreement.
- 22.02 The local representative of the Union shall provide the names of up to four (4) elected Employees and the Employer shall provide the names of up to four (4) appointed representatives to sit on the EMAC as committee members.
- 22.03 A chairperson shall be elected from amongst the committee members.
- The committee shall meet at least nine (9) times each calendar year, at a regularly appointed time and within ten (10) days of receiving a written description of the issue regarding resident care.
- 22.04 The committee shall develop the terms of reference for the committee.
- Agendas for each meeting will be circulated prior to each meeting. If there are no agenda items seventy-two (72) hours prior to the meeting, the chairperson may cancel the meeting.
- Minutes of each meeting will be kept and emailed to Employees.
- 22.05 There will be no loss of pay for committee members' attendance at EMAC meetings.

ARTICLE 23 - TERMINATION OF EMPLOYMENT

- 23.01 An Employee shall give the Employer at least fourteen (14) calendar days' written notice of termination of employment.
- 23.02 VACATION PAY ON TERMINATION
When employment is terminated for any reason, the Employee shall receive vacation pay in lieu of their unused vacation entitlement (entitlement times the Employee's basic rate of pay).

ARTICLE 24 - TRANSPORTATION

- 24.01 Regular Employees who normally travel from the Centre to their place of residence by means of public transportation following the completion of their shift, but are 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 expense from the Centre to their place of residence.

24.02 A Regular Employee who is called back to the Centre shall be reimbursed for reasonable, necessary, and substantiated transportation expense and, if the Regular Employee travels for such purpose by private automobile, reimbursement shall be at the rate of forty-one cents (41¢) per kilometer or the Bethany Care Society rate, whichever is greater, from the Employee's residence to the Centre and return.

24.03 Where a Regular Employee is assigned duties necessitating the use of their automobile, they shall be reimbursed pursuant to Clause 24.02.

ARTICLE 25 – NAMED HOLIDAYS

25.01 (a) Regular Full-Time Employees shall be entitled to receive a day off with pay on or for the following Named Holidays:

New Year's Day	Labour Day
Alberta Family Day	National Day for Truth and Reconciliation
Good Friday	Thanksgiving Day
Victoria Day	Remembrance Day
Canada Day	Christmas Day
August Heritage Day	Boxing Day

and any day proclaimed to be a holiday by the Government of the Province of Alberta or the Government of Canada.

Further, any day proclaimed by the government of the municipality to be a civic holiday for general observance by the municipal community in which the Centre is located.

(b) Notwithstanding the foregoing, while:

- (i) on layoff; or
- (ii) in receipt of compensation from the Workers' Compensation Board; or
- (iii) on an unpaid absence during which the Employee is in receipt of weekly indemnity as provided for by the Short Term Disability Income Insurance Plan or the Long Term Disability Income Insurance Plan; or
- (iv) on other leaves of absence in excess of thirty (30) calendar days for any reason;

an Employee shall not be entitled to:

- (1) a day off with pay, or
- (2) payment in lieu thereof, for the aforementioned Named Holidays.

25.02 Subject to Sub-Clause 25.01(b), to qualify for a Named Holiday with pay the Employee must:

(a) Work 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; and

- (b) Work on the holiday when scheduled or required to do so.
- 25.03 Except as modified by Sub-Clause 25.03 (c) below, an Employee required by the Employer to work on a Named Holiday shall be paid for all hours worked on a Named Holiday at one point five times (1.5X) their basic rate of pay plus:
- (a) an alternate day off at a mutually agreed time, or
 - (b) failing mutual agreement within thirty (30) calendar days following the Named Holiday, the Employee shall receive payment for such day at their basic rate of pay.
 - (c) An Employee obliged to work on Christmas Day or 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 plus:
 - (i) an alternate day off at a mutually agreed time; or
 - (ii) by mutual agreement, a day added to the Employee's next annual vacation; or
 - (iii) by mutual agreement, the Employee may receive payment for such day at the Employee's basic rate of pay.
- 25.04 When a Named Holiday falls on a day that would otherwise be a Regular Employee's regular scheduled day off, or during an Employee's vacation, the Employee shall receive either:
- (a) an alternate day off at a mutually agreed time; or
 - (b) failing mutual agreement within thirty (30) calendar days following the Named Holiday of the option to be applied, the Employee shall receive payment for such day at their basic rate of pay.
- 25.05 The Employer shall schedule an Employee in such a manner to provide days off on at least three (3) of the actual Named Holidays as provided in this Article.
- 25.06 (a) Unless an Employee requests otherwise in writing, they shall be scheduled so as to be given either Christmas Day or New Year's Day off.
- (b) Employees shall be scheduled to work on Christmas Day or New Year's Day but not on both of these Holidays unless otherwise requested. If an Employee has worked on Christmas Day the previous year, the Manager shall make every effort not to schedule the Employee for Christmas Day the following year. When the Employee has been scheduled to have Christmas Day or New Year's Day off, the Employer shall make every effort to schedule the preceding day off as well.
- 25.07 Notwithstanding Clauses 25.03 and 25.04 any remaining alternate days off not taken by December thirty-first (31st) of each year shall be paid out at the Employee's basic rate of pay.

ARTICLE 26 – ANNUAL VACATION

26.01 DEFINITION

For the purpose of this Article:

- (a) "Vacation" means annual vacation with pay.
- (b) "Vacation Year" means the twelve (12) month period commencing on the first day of April in each calendar year and concluding on the last day of March of the following calendar year.
- (c) Regular Employees will commence earning vacation entitlement upon the date of commencement of employment.

26.02 VACATION ENTITLEMENT

- (a) During each year of continuous service in the employ of the Employer, an Employee shall earn entitlement to a vacation with pay to be taken in the next following vacation year and the rate of earning entitlement shall be as follows:
 - (i) during the first (1st) and second (2nd) years of employment an Employee earns a vacation at the rate of fifteen (15) working days;
 - (ii) during the third (3rd) to fourteenth (14th) years of employment, an Employee earns vacation at the rate of twenty (20) working days; and
 - (iii) during the fifteenth (15th) to twenty-fourth (24th) years of employment, an Employee earns a vacation at the rate of twenty- five (25) working days; and
 - (iv) during the twenty-fifth (25th) and subsequent years of employment, an Employee earns a vacation at the rate of thirty (30) working days.
- (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 April in any one (1) year shall be entitled to a vacation calculated on the number of months from the date of employment in proportion to which the number of months of the Employee's service bears to twelve (12) months.
- (c) Supplementary Vacation
 - (i) Upon reaching the employment anniversary of twenty-five (25) years of continuous service, Employees shall have earned an 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 an 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 an additional five (5) days 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 an 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 an additional five (5) days vacation with pay. Such supplementary vacation to be taken pursuant to the provisions of this Article.

(d) 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 their employment has been continuous. At the request of the Employee, the Employer shall provide the Employee with a written statement of their vacation entitlement upon termination.

(e) The entitlement for Part-Time Employee shall be prorated to their FTE. Part-Time Employees shall also earn vacation pay on additional shifts worked at the Basic Rate of Pay.

26.03 (a) Notwithstanding Clause 26.02, vacation with pay shall not accrue during periods while:

- (i) on layoff; and
- (ii) on unpaid absence during which the Employee is in receipt of weekly indemnity as provided for by the Short Term Disability Income Insurance Plan or Long Term Disability Income Insurance Plan; and
- (iii) in receipt of compensation from the Workers' Compensation Board; and
- (iv) on leave of absence in excess of thirty (30) calendar days for any reason.

(b) Vacation benefits will accrue during the remainder of the vacation year proportionate to the period worked.

26.04 SCHEDULING / TIME OF VACATION

(a) As far as possible, Regular Employees shall be granted their choice of vacation periods; however, the final assignment of vacation remains within the responsibility and authority of the Employer.

The Employer shall post the vacation schedule planner by January first (1st) of each year. Where an Employee submits their vacation preference by March first (1st) of that year, the Employer shall indicate approval or disapproval of that vacation request by March thirty-first (31st) of the same year.

Written vacation requests received after March thirty-first (31st) shall be considered and wherever possible, responded to within ten (10) days of the request. These requests shall be considered after requests on the vacation planner, and shall not be unreasonably denied.

(b) Vacation earned during one (1) vacation year shall be taken during the next following vacation year, except where a written request to carry over a portion of vacation entitlement to the next vacation year has been approved by the Employer.

Except in extenuating circumstances and at the discretion of the Employer, an Employee shall not be permitted to carry over more than a maximum of thirty-eight point seven five (38.75) hours to the next vacation year.

- (c) A vacation period may be divided by mutual agreement between the Employee and the Employer.
- (d) A request may be made in writing to the Employer to utilize vacation credits prior to the completion of the vacation year in which the credits are earned. The request shall be subject to the approval of the Employer and shall not exceed the number of vacation days accrued to the date of the request.
- (e) Employee requests to carry over vacation must be submitted on the Employer's Bank Request Form and received by the Human Resources Department no later than March fourteenth (14th) of each calendar year.
- (f) Notwithstanding Sub-Clause 26.04(b) any remaining previously earned vacation time off not taken by the end of the vacation year in any given year shall be paid out.

26.05 An Employee shall not be permitted to work "pick-up" or "extra" shifts during their vacation period. However, an Employee required by the Employer to return to work during their vacation will receive two times (2X) their basic rate of pay for hours worked. In addition to receiving premium pay, the time worked will be rescheduled as vacation leave with pay.

26.06 Employees who request vacation with less than fourteen (14) days' notice to the Employer may be required to replace themselves as part of the vacation approval process.

ARTICLE 27 – EMPLOYEE BENEFIT PLANS

27.01 The Employer shall provide the following group plans for which participation is compulsory for eligible Employees:

- (a) a supplementary benefits plan, which provides eighty percent (80%) direct payment provision (direct billing drug card) for eligible physician or dentist prescribed medication;
- (b) a benefits plan inclusive of:
 - (i) Group Life Insurance (Basic);
 - (ii) Accidental Death and Dismemberment (Basic);
 - (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 point six seven percent [66.67%] of basic earnings [regularly scheduled weekly hours multiplied by the Employee's basic rate of pay at the date of disability determines the level of weekly benefit coverage] to the established maximum following a seven [7] calendar

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 seven [7] calendar day elimination period, the Short-Term Disability shall commence on the eighth [8th] day following the commencement of non- hospitalized sickness);

- (iv) Long Term Disability (income replacement during a qualifying disability equal to sixty-six point six seven percent [66.67%] of basic earnings [regularly scheduled annual hours multiplied by the Employee's basic rate of pay at the date of disability divided by twelve [12] determines the level of monthly benefit coverage] to the established maximum following a one hundred and twenty [120] working day elimination period);
- (v) A dental plan which provides for the reimbursement of eighty percent (80%) of eligible Basic Services, fifty percent (50%) of eligible Extensive Services, and fifty percent (50%) of eligible Orthodontic Services, in accordance with the current Alberta Blue Cross Dental Fee Guide or equivalent. A maximum annual reimbursement of one-thousand five hundred dollars (\$1,500) per insured person per benefit year shall apply to Basic Services. A maximum annual reimbursement of twenty-five hundred dollars (\$2,500) per insured person per benefit year shall apply to Extensive Services. Orthodontic Services shall be subject to a lifetime maximum reimbursement of twenty-five hundred dollars (\$2,500) per insured person.

(c) EI SUB Plan

At the Employer's option a "EI SUB Plan" to supplement an eligible Employee's Employment Insurance to meet the Employer's obligation to provide disability payments during the valid health-related period for being absent from work due to pregnancy. The valid health-related period is one for which the Employee has the medical substantiation required.

27.02 Enrolment by:

- (a) Regular Full-Time Employees after three (3) months of continuous service;
- (b) Regular Part-Time Employees after three (3) months of continuous service and whose regular hours of work exceed fifteen (15) hours per week averaged over one (1) complete cycle of the shift schedule; and
- (c) Temporary Employees after six (6) months of continuous service and whose hours of work exceed fifteen (15) hours per week averaged over one (1) complete cycle of the shift schedule;

shall be facilitated in accordance with the enrolment and other requirements of the Insurer.

27.03 The premium costs shall be shared, seventy-five percent (75%) by the Employer and twenty-five percent (25%) by the Employee.

27.04 The Employer shall make available to eligible Employees brochures outlining the

above plans.

- 27.05 The Employer will provide one (1) copy of each of the plans to the Union.
- 27.06 The Employer shall provide benefit spending accounts as set out in Letter of Understanding #2 - Re: Benefits Spending Accounts.

ARTICLE 28 – SICK LEAVE

- 28.01 Sick leave is provided by the Employer as a form of insurance, for the purpose of maintaining regular earnings during absences due to illness or accidents for which compensation is not payable under the *Workers' Compensation Act* or for quarantine by a Medical Officer of Health.
- 28.02 The Employer recognizes that alcoholism, drug addiction and mental illness are illnesses which can respond to therapy and treatment, and that absences from work due to such therapy shall be considered sick leave.
- 28.03 After an Employee has completed their probationary period they shall be allowed a credit for sick leave from the date of employment at the rate of one point five (1.5) working days (one and one-half [1 ½] working days) for each full month of employment up to a maximum credit of one hundred and twenty (120) working days (930 hours) provided however, that an Employee shall not be entitled to apply sick leave credit prior to the completion of their probationary period.
- Sick leave shall not accrue during periods of the following absences, which exceed thirty (30) calendar days:
- (a) illness;
 - (b) injury;
 - (c) layoff;
 - (d) leave of absence;
 - (e) unpaid leave while in receipt of weekly indemnity as provided for by the Short Term Disability Insurance Plan or the Long Term Disability Insurance Plan;
 - (f) periods while in receipt of compensation from the Workers' Compensation Board.
- 28.04 Employees reporting sick shall advise the Employer as soon as possible and regularly thereafter as required by the Employer. Employees may be required to substantiate, in the form prescribed by the Employer, any claim for sick leave. Payment of sick leave benefit shall not be effected until required substantiation has been supplied. The Employee shall be reimbursed up to forty dollars (\$40.00) for the fee charged by a medical practitioner for the provision of satisfactory proof of a claim for sick leave, when proof is required by the Employer.
- 28.05 Subject to Clauses 28.01, 28.02 and 28.03 above, an Employee granted sick leave shall be paid, at their basic rate of pay for regularly scheduled shifts absent due to illness, and the number of hours thus paid shall be deducted from their accumulated sick leave credits up to the total amount of their accumulated credits at the time the

sick leave commenced.

28.06 When an Employee has accrued the maximum sick leave credit of one hundred and twenty (120) working days (930 hours) they shall no longer accrue sick leave credits until such time as their total accumulation is reduced below the maximum. At that time the Employee shall recommence accumulating sick leave credits.

28.07 If an Employee requires time off for the purpose of attending a dental, physiotherapy, optical or medical appointment, provided they have been given prior authorization by the Employer, such absence shall be charged against her accumulated sick leave.

Employees may be required to submit satisfactory proof of such appointment. The Employee shall be reimbursed up to forty dollars (\$40.00) for the fee charged by a medical or dental practitioner for the provision of satisfactory proof of an appointment, when proof is required by the Employer. Employees are expected to make every reasonable effort to schedule such appointments to occur outside of their regular hours of work.

28.08 (a) Except as hereinafter provided, sick leave will not be paid in respect of any illness or injury which is incurred during the period of the scheduled vacation once vacation leave has commenced. In the event that the illness or injury prevents the Employee from resuming their duties at the conclusion of the vacation period and they have substantiated their claim for sick leave, income continuance thereafter will be in accordance with Clause 28.05.

Notwithstanding the foregoing, should an Employee demonstrate to the satisfaction of the Employer that they were admitted to a hospital as an "in-patient" during the course of their vacation, they shall be deemed to be on sick leave for the period of the stay in hospital, subject to the provisions of Clause 28.05. Vacation time not taken as a result of such stay in hospital shall be rescheduled to a mutually agreed later time frame.

(b) In the event an illness or injury preventing an Employee from performing their usual duties, occurs prior to the scheduled start of the vacation period, and provided proper substantiation of their claim to sick leave has been provided, the absence on account of the illness or injury will be treated as sick leave pursuant to Clause 28.05 until the Employee has recovered sufficiently to permit the resumption of their usual duties. Time not utilized as vacation leave as a result of the above illness or injury will be rescheduled to a mutually agreed later time frame.

28.09 Upon request of an Employee but not more frequently than once a year, the Employer shall advise an Employee of their accrued sick leave credits.

28.10 RETENTION AND PORTABILITY

An Employee who has accrued sick leave entitlement under the terms of this Collective Agreement shall, upon the voluntary termination of their employment with the Employer, be entitled to retain such entitlement provided they enter into

employment at a Centre at which the Employer is also party to an agreement with an identical sick leave provision, within six (6) months of the date of their termination of employment. Otherwise sick leave credits shall be cancelled and no payments shall be due therefore. This entitlement shall not apply during the Employee's probationary period. At the request of the Employee, the Employer shall provide the Employee with a written statement of their sick leave entitlement upon termination.

28.11 For the purpose of computing sick leave accumulation, the following shall be counted as working days:

- (a) days on which the Employee is on vacation;
- (b) days on which the Employee is on leave of absence with pay pursuant to the terms of this Collective Agreement;
- (c) days on which the Employee is absent from work while attending official negotiating sessions with the Employer.

28.12 DUTY TO ACCOMMODATE

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 or benefits except as provided in Sub-Clause 30.01(g), for the duration of the illness or as provided below, whichever first occurs. The Employee shall keep the Employer advised as to when they shall be expected back to work and shall provide the Employer with twenty-eight (28) days' written notice of their readiness to return to work and:

- (a) if an Employee is capable of performing the duties of their former position, they shall be reinstated by the Employer in the same position which they held immediately prior to their disability at not less than the same increment in Appendix A: Salaries Schedules and other benefits that accrued to the Employee prior to their disability;
- (b) if an Employee is incapable of performing the duties of their former position, but is capable of performing the duties of their former classification, an effort to accommodate to the point of undue hardship shall be made by the Employer to place the Employee in an available or modified position that they are capable of performing. In such a case the Union agrees to waive the posting provisions of the Collective Agreement;
- (c) at the expiration of twenty-four (24) months from the last day of paid sick leave, if an Employee:
 - (i) is not capable of resuming work pursuant to Sub-Clause 28.12(a), or
 - (ii) for whom, after an effort to accommodate to the point of undue hardship having been made pursuant to Sub-Clause 28.12(b), alternate employment is not available,it shall be deemed that the employment relationship has terminated, provided that such termination is not contrary to any right conferred under this agreement or any law of Canada or Alberta.

28.13 The reinstatement of an Employee in accordance with this Article shall not be construed as being in violation of the posting and / or scheduling provisions of Article 14: Recruitment and Selection - Appointments, Transfers and Promotions; Article 15: Hours of Work; Article 32: Regular Part-Time Employees and Article 40: Extended Work Day.

- 28.14 An Employee whose status has changed due to layoff from Regular Employee or an Employee on recall to a Casual Employee, with the same Employer, shall have their sick leave credits suspended, and should they return to regular employment with the Employer, the accrued sick leave credits shall be reinstated.

ARTICLE 29 - WORKERS' COMPENSATION

- 29.01 (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 receive compensation benefits directly from the Workers' Compensation Board (WCB).
- (b) Employees will be eligible to apply for sick leave benefits in accordance with Article 28: Sick Leave, during the period of time they are waiting for receipt of their claim from WCB. Sick leave benefits will be payable provided:
- (i) the Employee has sick leave credits available; and
 - (ii) the Employee meets the eligibility requirements for sick leave; and
 - (iii) the Employee assigns their WCB benefits to the Employer, only to the extent that is required for the Employer to recover the money that was paid out for sick leave, once the WCB claim is approved. The Employer will then reinstate the Employee's sick leave credits to the appropriate level. After the money for sick leave benefits has been recovered from the assigned WCB benefits, the Employee shall receive their benefits directly from the Workers' Compensation Board.
- 29.02 An Employee receiving compensation benefits under Clause 29.01 shall be deemed on Workers' Compensation leave and shall:
- (a) remain in the continuous service of the Employer for the purpose of salary increments and Prepaid Health Benefits;
 - (b) cease to earn vacation and sick leave credits subject to Clauses 26.03 and 28.03;
 - (c) not be entitled to Named Holidays with pay falling within the period of Workers' Compensation leave.
- 29.03 **DUTY TO ACCOMODATE**
- An Employee on Workers' Compensation leave and who is certified by the Workers' Compensation Board to be fit to return to work and who is:
- (a) capable of performing the duties of their former position, shall provide the Employer with fourteen (14) days' written notice of readiness to work. Such advance notice shall not be required in the case of short term absence on Workers' Compensation leave, i.e. where the expected duration of the leave at the time of onset was less than fourteen (14) calendar days. The Employer shall then reinstate the Employee in the same position held by the Employee immediately prior to the disability with benefits that accrued to them prior to the disability;
 - (b) incapable of performing the duties of their former position, but is capable of performing the duties of their former classification, shall notify the Employer of their readiness to return to work. The Employer shall then reinstate the Employee to a position for which they are capable of performing the work

entailed, upon the occurrence of the first such available vacancy with benefits that accrued to them prior to the disability.

- (c) incapable of performing the duties of their former classification and is no longer receiving a benefit from the Workers' Compensation Board, may make application for any benefits for which they are eligible under Article 27: Employee Benefits Plan or Article 28: Sick Leave.

29.04 The reinstatement of an Employee in accordance with this Article shall not be construed as being in violation of the posting and/ or scheduling provisions of Article 14: Recruitment and Selection - Appointments, Transfers and Promotions; Article 15: Hours of Work; Article 32: Regular Part-Time Employees and Article 40: Extended Work Day.

29.05 At the time it is determined that an absence due to injury which is compensable pursuant to the *Workers' Compensation Act*, is expected, or will continue for a period in excess of six (6) months from the date of onset of the condition, the Employer will provide the Employee with the appropriate form to submit a pending claim to the Underwriter of the Long Term Disability Income Insurance.

29.06 Any and all obligations of the Employer shall be negated should the Employee fail to keep the Employer informed of the prognosis of their condition in a prompt and timely manner.

ARTICLE 30 – LEAVES OF ABSENCE

30.01 GENERAL CONDITIONS

- (a) Requests for a leave of absence, without pay or benefit of Employer contributions will, where possible, be made in writing to the proper officer of the Employer six (6) weeks in advance, except that in extenuating circumstances the time factor may be waived or reduced. Recognizing that the primary commitment of the Employee is to the Employer, the granting of leaves of absence is subject to the approval of the Employer. Apart from exceptional circumstances the Employer will reply in writing to a request for leave of absence within fourteen (14) days of receipt of the request.
- (b) Except as provided in Sub-Clause 30.01(c), during leaves of absence without pay of longer than thirty (30) calendar days, subject to approval by the Insurer(s), Employees may elect to maintain coverage of contributory plans specified in Article 27: Employee Benefits Plan, provided that the Employee makes prior arrangements to pay full premium costs. Failure to remit the full payment required above, reinstatement in any and all plans shall be subject to the enrolment and other requirements of the Underwriter.
- (c) For the portion of maternity leave during which an Employee has a valid health-related reason for being absent from work and who is in receipt of sick leave, EI SUB Plan benefits, STD or LTD, benefit plan premium payments shall be administered in the same fashion as an Employee absent due to illness.

- (d) An Employee who has been granted leave of absence and overstays the leave without permission of the Employer shall automatically terminate their employment with the Employer, except in cases of extenuating circumstances acceptable to the Employer.
- (e) Employees shall not be entitled to Named Holidays with pay, which may fall during a period of leave of absence without pay.
- (f) Employees granted leave of absence for more than thirty (30) calendar days may, at the discretion of the Employer, be required to use up accumulated vacation entitlement prior to commencing the unpaid portion of their leave of absence.

30.02 UNION REPRESENTATIVE

- (a) When it is necessary for a Union member to make a request for a leave of absence without pay to perform the duties of any office of the local chapter or of the parent association, the application for leave must be made in writing to the Employer for approval.
- (b) The Employer shall not unreasonably withhold leave of absence, without pay, for Employees elected or appointed to represent the Union at Conventions, Workshops, Institutes, Seminars, and Schools or to attend meetings as a member of the Union's Provincial Executive Board.
- (c) To facilitate the administration of Union leave as provided within this Collective Agreement, where Union leave has been granted, the Employer will continue the salary, plus any shift differential and/or weekend premium the Employee would have been paid had they been at work during such leave. In turn, the Employer shall invoice the Union for the actual salary plus any shift differential and/or weekend premium paid to the Employee or for the replacement salary costs, whichever is greater, plus an amount determined by the Employer to cover the costs of benefits and administration.
- (d) One (1) Employee who is elected for a full-time position with the Union shall be granted leave of absence without pay and without loss of seniority for a maximum period of two (2) years. Such leave of absence shall be renewable for a further term upon request. If it is permissible under the Pension and Group Life plan and any other welfare plans, the Employee shall have the right to pay the full cost, including the Employer's share, during the period of such leave of absence.

30.03 NEGOTIATIONS

Representatives of the AUPE shall be granted time off with pay (actual salary paid including differentials and premiums where applicable) and without loss of seniority and position in order to prepare for and participate in negotiations with the Employer. In turn, the Employer shall invoice the Union for the actual salary plus any shift differential and/or weekend premium paid to the Employee or for the replacement salary costs, whichever is greater, plus an amount determined by the Employer to cover the costs of benefits and administration.

30.04

PARENTAL LEAVE

(a) Maternity Leave

- (i) An Employee who has completed ninety (90) days of employment shall, upon the Employee's written request, be granted maternity leave to become effective at any time during the thirteen (13) weeks immediately preceding the expected date of delivery.

The length of maternity leave is sixteen (16) weeks.

An Employee who has not completed ninety (90) days of employment may request job protected maternity leave, such to approval of the Employer, provided the Employee commences maternity leave no later than the date of delivery.

- (ii) A pregnant Employee whose continued employment in their position may be hazardous to the Employee or the unborn child, in the written opinion of the Employee's physician or registered midwife, may request a transfer to a more suitable position subject to the duty to accommodate to the point of undue hardship. Where no suitable position is available, the Employee may request Maternity Leave as provided by Clause 30.04.

In the even the Maternity Leave must commence in the early stages of pregnancy, which results in an absence from work longer than eighteen (18) months, the Employee may request further leave without pay as provided by Clause 30.01.

- (iii) Such Maternity Leave shall be without pay and benefits, except for the portion of Maternity Leave during which the Employee has a valid health-related reason for being absent from work and is also in receipt of sick leave, Employment Insurance (EI) Sub Plan benefits, Short Term Disability or Long Term Disability benefits.
- (iv) 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. Such Maternity Leave shall end sixteen (16) weeks after the commencement of the Leave.
- (v) An Employee requesting an extension of maternity leave and who has unused vacation entitlement may be required to take the vacation pay as a part or all of the period of the extension.

(b) Parental Leave

- (i) A parent who has completed ninety (90) days of employment shall upon written request, be granted an unpaid job protected leave to commence two (2) weeks (fourteen [14] calendar days) prior to the delivery or such longer period as may be mutually agreed between the Employee and the Employer.

An Employee who has not completed ninety (90) days of employment may request job protected parental leave, such to approval of the Employer.

Such Parental Leave shall be without pay and benefits and shall not exceed sixty-two (62) weeks.

For the birth mother, Parental Leave commences immediately upon the completion of Maternity Leave.

(ii) Adoption Leave

An Employee who has completed ninety (90) days of employment shall upon written request, giving notice before the Employee can reasonably expect to first obtain custody of the child being adopted, be granted leave without pay for up to sixty-two (62) weeks as necessary for the purpose of adopting a child.

The Employee may commence adoption leave upon one (1) days' notice or less provided that application for such leave was made when the adoption was approved and the Employer is kept informed of the status of the application.

Parents remain eligible for the Adoption Leave if medical reasons, or circumstances (for example - date of placement) related to adoption, prevent the employee from notice. When this happens, written notice must be given to the Employer as soon as possible.

Adoption leave includes temporary guardianship orders and permanent guardianship.

(iii) Parental Leave shall end seventy-eight (78) weeks from the birth of the child or the date of adoption, unless mutually agreed otherwise between the Employee and the Employer.

(iv) Parental Leave of at least one (1) working day with pay shall be granted upon written request of the parent-to-be to attend to matters related to the birth or adoption (including placement, visitation and transition) of the child.

(v) Parental/Adoption Leave may be taken by one parent or shared between two parents but the total combined leave cannot exceed seventy-eight (78) weeks.

(c) An Employee on parental and adoption leave shall provide the Employer with at least twenty-eight (28) calendar days' notice, in writing of their readiness to return to work, following which the Employer will reinstate the Employee in the same or an equivalent position at not less than the same step in the pay scale and other benefits that accrue to the Employee up to the date he commenced leave.

- (d) In the event that during the period of an Employee's parental and adoption leave, the position from which the Employee is on such leave has been eliminated due to reduction of the workforce or discontinuation of an undertaking or activity and the Employer has not increased the workforce or resumed operations on the expiry of the Employee's parental and adoption leave and the returning Employee does not have sufficient seniority to displace any other incumbent, the name of the Employee will be added to the list of laid off Employees. Upon increasing the workforce, resumption of the business, undertaking, or activity, recall or reinstatement to the workforce shall be in compliance with Clause 35.11.
- (e) The Employee may continue benefits by pre-arranging payment for the Employer and Employee portion of premiums.
- (f) The Employer may require the Employee to obtain and submit a medical certificate certifying pregnancy and confirming the estimated date of delivery.

30.05 COMPASSIONATE CARE LEAVE

- (a) An Employee who has completed ninety (90) days of employment, shall upon written request, giving fourteen (14) calendar days' notice, or as soon as reasonably possible, be granted leave without pay for up to a maximum of twenty-seven (27) weeks in accordance with the *Employment Standards Code* for the purpose of providing care or support to a seriously ill family member. Family member includes those for whom the Employee would be eligible for the compassionate care benefit under the *Employment Standards Code*.
- (b) In order to receive compassionate care leave, the Employee shall provide a medical certificate from the family member's physician indicating the family member has a serious medical condition with a significant risk of death within twenty-six (26) weeks.
- (c) A Regular Employee shall continue to be covered according to the health benefit plan and policy conditions throughout the period of leave without pay. The Employee shall be responsible for the full payment of all premiums (both Employer and Employee share).

CRITICAL ILLNESS LEAVE

- (d) An Employee who has completed ninety (90) days of employment, shall upon written request, be granted unpaid leave up to thirty-six (36) weeks with job protection for parents of critically ill child or adult in accordance with the *Employment Standards Code*.

DEATH OR DISAPPEARANCE OF A CHILD LEAVE

- (e) An Employee who has completed ninety (90) days of employment will be granted unpaid leave up to fifty-two (52) weeks with job protection for employees whose children have disappeared due to a crime or up to one hundred and four (104) weeks if child died due to a crime in accordance with the *Employment Standards Code*.

30.06 COURT APPEARANCE

- (a) In the event a Regular or Temporary Employee is required to appear before a court of law for jury selection, as a member of a jury or as a witness in matters arising out of their employment with the Employer, the Employee shall:
 - (i) suffer no loss of regular earnings at their basic rate of pay for the scheduled shifts so missed;
 - (ii) be paid at their basic rate of pay for the hours of attendance at court on their scheduled day(s) of rest, and be granted an alternate day(s) of rest as scheduled by the Employer. Such rescheduling of the day(s) of rest shall not be construed to be a violation of the scheduling provisions in Article 15: Hours of Work;
 - (iii) assign to the Employer all pay for such court appearance.
- (b) In the event a Regular or Temporary Employee is scheduled to work on the evening or night shift(s) on the day(s) the Employee is required to appear before a court for the reasons stated in (a), the Employee shall be granted a leave of absence for those scheduled shift(s) so missed and shall suffer no loss of regular earnings at their basic rate of pay.
- (c) Where a Regular or Temporary Employee is required by law to appear before a court of law for reasons other than those stated in (a) above, they shall be granted a leave of absence without pay.

30.07 BEREAVEMENT LEAVE

- (a) Upon request and approval by the Supervisor, bereavement leave of up to five (5) consecutive calendar days with no loss of pay shall be granted to Employees in the event of the death of an immediate family member. Upon request, an Employee shall be granted three (3) consecutive calendar days without loss of regular earnings in the event of a death of an Employee's aunt, uncle, niece or nephew. Such bereavement leave shall be taken within one (1) year of death unless otherwise approved by the Employer.
- (b) Bereavement leave can be extended by up to two (2) additional consecutive calendar days with no loss of pay if required, for travel greater than two hundred (200) kilometers, one way.
- (c) In consultation with the Manager, additional time away may be granted and such time away shall be unpaid.
- (d) Immediate family is defined as:
 - (i) spouse (including common-law and same-sex partner);
 - (ii) father or mother, including stepfather or stepmother, of the Employee or spouse, or any persons who legally filled the role of parent during the Employee's or spouses childhood;
 - (iii) sister or brother, including step-sister or step-brother, of either the Employee or spouse;
 - (iv) children or legally adopted children of Employee or spouse or both,

- children who have been under legal guardianship of the Employee or spouse or both; or
- (v) son-in-law, daughter-in-law, grandparents, grandparents-in-law, grandchild, guardian or fiancé.
- (e) Upon request and approval of the Supervisor, and in the event of the death of other relatives or close family and friends, an Employee may be granted up to one (1) working day off with pay to attend the funeral.

30.07 SPECIAL LEAVE

- (a) The Parties recognize that an Employee may be unable to report to work due to unanticipated circumstances of pressing necessity which require the Employee's personal attention and which may include illness in the Employee's immediate family.
- (b) The Employer shall approve special leave without loss of pay in such circumstances to a maximum of four (4) days in each calendar year.
- (c) For this article:
 - (i) a day is not less than and not more than seven point seven five (7.75) hours;
 - (ii) the Employee may use the special leave in allocations of one (1) day or any combination of days to the maximum of four (4) days.
- (d) For this article, immediate family is defined as the spouse (including common-law and same-sex partner), child, parent, and grandparent.
- (e) The Employee shall inform the Employer of such with as much advance notice as possible.
- (f) An Employee may be required to submit satisfactory proof to the Employer demonstrating the need for special leave.

30.08 EDUCATION LEAVE

- (a) For the purpose of determining salary increments, an Employee who is granted leave of absence for educational purposes, subject to the conditions provided in Clause 30.01, shall be deemed to remain in the continuous service of the Employer for the first eighteen (18) months of such period of leave.
- (b) During an Employee's educational leave, they may work as a Casual Employee with the Employer without adversely affecting their reinstatement to the position from which they are is on leave.

30.09 MILITARY LEAVE

An Employee who is required by military authorities to attend training or perform military services shall be granted leave without pay.

30.10 CITIZENSHIP CEREMONY LEAVE

Employees will be granted unpaid leave for employees to attend a citizenship ceremony in accordance with the *Employment Standards Code*.

30.11 DOMESTIC AND SEXUAL VIOLENCE LEAVE

An Employee who has completed ninety (90) days of employment who requires time off shall be granted job protected domestic and sexual violence leave for one or more of the following purposes:

- (i) to seek medical attention for the employee or the employee's child in respect of a physical or psychological injury or disability caused by the violence.
- (ii) to obtain services for the employee or the employee's child in respect of the violence from a victim services organization, domestic violence shelter, rape crisis center, sexual assault center or other social services program or community agency.
- (iii) to obtain psychological or other professional counseling for the employee or the employee's child in respect of the violence.
- (iv) to relocate temporarily or permanently for the purpose of making future violence against the employee or the employee's child less likely.
- (v) to seek legal or law enforcement assistance for the employee or the employee's child, including preparing for or participating in any civil, criminal or administrative proceeding related to or resulting from the violence.

ARTICLE 31 – RETIREMENT SAVINGS

Applies to all worksites except Bethany – Calgary:

31.01 REGISTERED RETIREMENT SAVINGS PLAN (RRSP)

The Employer shall provide and administer contributions to an RRSP program to include the following:

- (a) Employees in positions of zero point three nine (0.39) FTE or greater and have completed five hundred three point seven five (503.75) hours worked are eligible for this program.
- (b) The Employer will deduct from eligible Employees an amount of up to four percent (4%) of the Employee's gross earnings of each pay period to be placed directly into a group RRSP. The Employer will match the Employee's contribution up to a maximum of four percent (4%) to be placed directly into the RRSP plan.

Local condition applicable to Bethany – Calgary only:

31.01 LOCAL AUTHORITIES PENSION PLAN (LAPP)

- (a) The Employer shall contribute to the Local Authorities Pension Plan for retirement benefits for eligible participating Full-Time Employees in accordance with the regulations of the applicable plan.

- (b) The Employer shall contribute to the aforementioned pension plan for eligible Part-Time Employees who request enrolment in the plan provided they are regularly scheduled to work at least fourteen (14) hours per week averaged over a complete cycle of the shift schedule.
- (c) The Employer shall distribute to all Employees brochures and other relevant material outlining the above plan upon hiring and when there are changes to the plan.

ARTICLE 32 – REGULAR PART-TIME EMPLOYEES

32.01 All provisions of this Collective Agreement shall apply to Regular Part-Time Employees, except:

- Article 15: Hours of Work
- Article 16: Overtime
- Article 25: Named Holidays
- Article 28: Sick Leave

which are superseded and replaced by the following:

32.02 HOURS OF WORK

Regular hours of work for Part-Time Employees, exclusive of meal periods, shall be up to seven point seven five (7.75) consecutive hours in any day and shall be less than thirty-eight point seven five (38.75) hours per week, averaged over one (1) complete cycle of the shift schedule. The ratio of work days to non-work days shall not exceed five to two (5:2) in a six (6) calendar week period.

32.03 Regular hours of work shall be deemed to:

- (a) include, as scheduled by the Employer, either:
 - (i) two (2) rest periods of fifteen (15) minutes during each full working shift of seven point seven five (7.75) hours; or
 - (ii) one (1) rest period of thirty (30) minutes during each full working shift of seven point seven five (7.75) hours, if this is more compatible with the scheduling of work assignments,
the alternative to be applied shall be at the discretion of the Employer;
- (b) include, as scheduled by the Employer, one (1) rest period of fifteen (15) minutes during each shift of not less than four (4) hours;
- (c) exclude a meal period of thirty (30) minutes to be scheduled by the Employer during each working day on which the Employee works in excess of four (4) hours;
- (d) notwithstanding that the meal break is to be excluded in the calculation of regular hours of work, if the Employer requires an Employee to be readily available for duty during their meal period, the Employee shall be so advised in advance and be paid for that meal period at their basic rate of pay.
- (e) If an Employee is recalled to duty during their meal period or rest period they shall be given a full meal period or rest period later in their shift, or, where that

is not possible, be paid for the meal period or rest period as follows:

- (i) for a rest period, at two times (2X) their basic rate of pay rather than at straight time; or
- (ii) for a meal period for which the Employee is entitled to be paid in accordance with Sub-Clause 32.03(c), at two times (2X) their basic rate of pay rather than at straight time; or
- (iii) for a meal period for which the Employee is not otherwise entitled to be paid, at two times (2X) their basic rate of pay.

32.04 Subject to Clause 32.11 shift schedules shall be posted twelve (12) weeks in advance or such shorter period as is mutually agreed between the Employer and the Union. The Employer shall allow a representative of the Union to reproduce a copy of the posted shift schedule.

32.05 (a) Except in cases of emergency or by mutual agreement between a Part- Time Employee and the Employer, shift schedules shall provide for:

- (i) at least fifteen point five (15.5) hours off duty between shifts;
- (ii) days of rest on two (2) weekends in a five (5) week period. "Weekend" means a Saturday and the following Sunday, assuring a minimum of fifty-five (55) hours off duty;
- (iii) an Employee shall not be scheduled to work seven (7) consecutive shifts more than twice in a five (5) week cycle.

(b) There shall be two (2) optional scheduling systems available which may be applied upon mutual agreement, in writing, between the Employer and the Union. Where an option is applied, the relevant provisions of Sub-Clause 32.05(a) above shall be amended as follows:

OPTION I

- (i) at least fifteen point five (15.5) hours off duty between shifts;
- (ii) days of rest on two (2) weekends in a six (6) week period. "Weekend" means:
 - (1) one (1) Saturday and the following Sunday and one (1) Friday and the following Saturday assuring a minimum of fifty-five (55) hours off duty; or
 - (2) one (1) Saturday and the following Sunday and one (1) Sunday and the following Monday assuring a minimum of fifty-five (55) hours off duty;
- (iii) not more than six (6) consecutive days of work.

OPTION II

- (i) at least fifteen point five (15.5) hours off duty between shifts;
- (ii) days of rest on two (2) weekends in a five (5) week period. "Weekend" means a Saturday and the following Sunday, assuring a minimum of fifty-five (55) hours off duty;
- (iii) not more than six (6) consecutive scheduled days of work.

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 fifteen point five (15.5) hours off duty, they shall be entitled to premium pay at two times (2X) their basic rate of pay for that shift. This section does not apply in cases where Clause 32.12 has been applied in altering a shift schedule.

- 32.06 Employees shall be aware that, in the course of their regular duties, they may be required to work on various shifts throughout the twenty-four (24) hour period of the day and the seven (7) days of the week. The first shift of the working day shall be the one wherein the majority of hours worked fall between twenty-four hundred (2400) hours and zero eight hundred (0800) hours.
- 32.07 (a) The Employer, in scheduling shifts, shall take into consideration an Employee's request for certain shift schedules, subject to the requirements of Clause 32.05.
- (b) The shift patterns, which may be available, are:
- (i) days, evenings, nights (rotation);
 - (ii) days only;
 - (iii) evenings only;
 - (iv) nights only;
 - (v) evenings and days (rotation);
 - (vi) nights and evenings (rotation);
 - (vii) nights and days (rotation).
- (c) A request by an Employee to work evenings only or 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 ninety-three point seven-five (193.75) regular hours worked in a calendar year. When a request to work evenings or nights only is accommodated, the Employee may only alter that request by the giving of fourteen (14) weeks' notice of intention.
- (d) Employees working shift choices (i), (v) and (vii), shall be assigned day duty at least zero point three three (0.33) of the time during the shift cycle. 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 absence 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.
- 32.08 In the event an Employee's scheduled shift is cancelled with less than fourteen (14) days' notice, a make-up shift shall be scheduled for the next following cycle of the shift schedule. When an Employee reports for work as scheduled and is informed that the shift has been cancelled, the Employee will be compensated for the inconvenience by the payment of three (3) hours' pay at the Employee's basic rate of pay.
- 32.09 A Regular Part-Time Employee shall not be scheduled to work more than two (2) different shifts between scheduled days off except as mutually agreed between the Employer and the Employee.

32.10 (a) A Part-Time Employee may work additional shifts.

Where a Part-Time Employee volunteers or agrees when requested to work additional shifts, they shall be paid their basic rate of pay for such hours, or if applicable, at the overtime rate(s) provided in Clause 32.14:

- (i) for those hours worked in excess of seven point seven five (7.75) hours in a day; or
- (ii) for work performed by the Employee on days in excess of the work ratio referred to in Clause 32.02.

(b) Where the Employer requires a Part-Time Employee to work without the Employee having volunteered or agreed to do so, they shall be paid the applicable overtime rate provided in Clause 32.14.

32.11 Except when application of this Article is waived by mutual agreement between the Employee and the Employer, if, in the course of a posted schedule, the Employer changes an Employee's scheduled shift, they shall be paid at the rate of two times (2X) their basic rate of pay for all hours worked during the first shift of the changed schedule, unless fourteen (14) calendar days' notice of such change has been given.

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

32.13 (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 Employer.

(b) Such a request shall be made in writing to the Employer. An approved request shall be reflected on the schedule. If the request is denied, the Employer's reply shall be in writing.

(c) Such exchange shall be recorded on the shift schedule.

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

32.14 OVERTIME

(a) The overtime rate of two times (2X) shall be paid for work authorized by the Employer and performed by the Employee on days in excess of the work ratio referred to in Clause 32.02 above, and for all hours worked beyond seven point seven five (7.75) hours worked in any given work day. The Employer shall provide on each 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.

- (b) If mutually agreed between the Employee and the Employer, equivalent time off in lieu of pay may be granted. Time off not taken by the last day of March in any given year shall be paid out.

32.15 NAMED HOLIDAYS

Except as modified in Clause 32.16 below, a Part-Time Employee required to work on a Named Holiday shall be paid at one point five times (1.5X) their basic rate of pay for work performed up to seven point seven five (7.75) hours. Two times (2X) their basic rate of pay shall be paid for work in excess of seven point seven-five (7.75) hours on such day.

32.16 A Part-Time Employee required to work on Christmas Day or the August Civic Holiday shall be paid at two times (2X) their basic rate of pay for all hours worked.

32.17 Regular Part-Time Employees shall be paid, in addition to their basic rate of pay, four point six percent (4.6%) of this rate per pay period in lieu of the Named Holidays.

32.18 Unless a Part-Time Employee requests otherwise, in writing, they shall be scheduled so as to be given either Christmas Day or New Year's Day off.

32.19 SICK LEAVE

Sick leave is provided by the Employer, as a form of insurance, for the purpose of maintaining regular earnings during absences due to illness or accident for which compensation is not payable under the *Workers' Compensation Act* or for quarantine by a Medical Officer of Health.

32.20 On completion of the stipulated probationary period a Regular Part-Time Employee will receive a credit for sick leave computed from the date her continuous service commenced at the rate of one point five (1.5) working days for each full month of employment, up to a maximum of one hundred and twenty (120) working days prorated on the basis of the regularly scheduled hours worked by the Employee in relation to the regularly scheduled hours for a Full-Time Employee. Provided however, that an Employee shall not be entitled to apply sick leave credits for absences due to illness occurring prior to the completion of their probationary period, nor for additional shifts worked pursuant to Clause 32.10. Sick leave shall not accrue during periods of the following absences which exceed thirty (30) calendar days:

- (a) illness;
- (b) injury;
- (c) layoff;
- (d) leave of absence;
- (e) unpaid leave while in receipt of weekly indemnity as provided for by the Short Term Disability Income Insurance Plan or the Long Term Disability Income Insurance Plan; and
- (f) periods while in receipt of compensation from the Workers' Compensation Board.

32.21 Part-Time Employees reporting sick shall advise the Employer as soon as possible

and regularly thereafter as required by the Employer. Employees may be required to substantiate, in the form prescribed by the Employer, any claim for sick leave. Payment of sick leave benefit shall not be effected until required substantiation has been supplied.

- 32.22 Subject to the above, a Part-Time Employee granted sick leave shall be paid for the period of such leave at the basic rate of pay and the number of hours thus paid shall be deducted from their accumulated sick leave credits up to the total amount of the Employee's accumulated credits at the time sick leave commenced.
- 32.23 When a Part-Time Employee has accrued the maximum sick leave credit of one hundred and twenty (120) working days, they shall no longer accrue sick leave credits until such time as their total accumulation is reduced below the maximum. At that time the Employee shall recommence accumulating sick leave credits.
- 32.24 If a Part-Time Employee requires time off for the purpose of attending a dental, physiotherapy, optical or medical appointment, provided they have been given prior authorization by the Employer, such absence shall be charged against their accumulated sick leave. Employees may be required to submit satisfactory proof of such appointment.
- 32.25 (a) Except as hereinafter provided, sick leave will not be paid in respect of any illness or injury which is incurred during the period of the scheduled vacation once vacation leave has commenced. In the event that the illness or injury prevents the Employee from resuming their duties at the conclusion of the vacation period and the Employee has substantiated their claim for sick leave, income continuance thereafter will be in accordance with Clause 32.22. Notwithstanding the foregoing, should an Employee demonstrate to the satisfaction of the Employer that they were admitted to a hospital as an "inpatient" during the course of their vacation, they shall be deemed to be on sick leave for the period of the stay in hospital, subject to the provisions of Clause 32.22. Vacation time not taken as a result of such stay in hospital shall be rescheduled to a mutually agreed later timeframe.
- (b) In the event an illness or injury preventing an Employee from performing their usual duties occurs prior to the scheduled start of the vacation period, and provided proper substantiation of their claim to sick leave has been provided, the absence on account of the illness or injury will be treated as sick leave pursuant to Clause 32.22 until the Employee has recovered sufficiently to permit the resumption of their usual duties. Time not utilized as vacation leave as a result of the above illness or injury will be rescheduled to a mutually agreed later time frame.
- 32.26 Upon request of a Part-Time Employee but not more frequently than once a year, the Employer shall advise an Employee of their accrued sick leave credits.
- 32.27 A Part-Time Employee who has accrued sick leave entitlement under the terms of this Collective Agreement shall, upon the voluntary termination of their employment with the Employer, be entitled to retain such entitlement provided the Employee

enters into employment at an Institution at which the Employer is also party to an agreement with an identical sick leave provision, within six (6) months of the date of their termination of employment. Otherwise sick leave credits shall be cancelled and no payments shall be due therefore. This entitlement shall not apply during the Part-Time Employee's probationary period. At the request of the Part-Time Employee, the Employer shall provide the Employee with a written statement of their accumulated sick leave entitlement upon termination.

- 32.28 A Part-Time 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 or benefits except as provided in Sub-Clause 30.01(f), for the duration of the illness or as provided below, whichever first occurs. The Part-Time Employee shall keep the Employer advised as to when they shall be expected back to work and shall provide the Employer with twenty-eight (28) days' written notice of readiness to return to work and:
- (b) if the Part-Time Employee is capable of performing the duties of their former position they shall be reinstated by the Employer in the same position which they held immediately prior to their disability at not less than the same step in the pay scale and other benefits that accrued prior to their disability;
 - (c) if the Part-Time Employee is incapable of performing the duties of their former position, but is capable of performing the duties of their former classification, a reasonable effort shall be 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.
- 32.29
- (a) Regular Part-Time 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 the 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 seven point seven five (7.75) hours in a day or thirty-eight point seven five (38.75) hours in a week averaged over one (1) cycle of the shift schedule, in which event Clauses 32.02, 32.04, 32.05, 32.12 and 32.14 have no application.
 - (b) The Part-Time 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 these 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 in accordance with Sub-Clause 32.14(a).

ARTICLE 33 – TEMPORARY EMPLOYEES

- 33.01 A Temporary Employee shall be covered by the terms of this Collective Agreement with the exception of:
Article 10: Probationary Period;
Article 11: Seniority;
Article 12: Performance Appraisals;
Article 27: Employee Benefits Plan prior to the completion of six (6) months of continuous service;
Article 35: Layoff and Recall;
Article 36: Discipline and Dismissal;
which are superseded and replaced by the following:
- 33.02 (a) A Temporary Employee shall not have the right to grieve the termination of their employment.
- (b) The Employer shall provide at least seven (7) calendar days' written notice of termination of their temporary position.
- (c) A Regular Employee occupying a temporary position shall retain their seniority and shall not have the right to grieve placement pursuant to Article 35: Layoff and Recall, when no longer required in that capacity.

ARTICLE 34 – CASUAL EMPLOYEES

- 34.01 The provisions of this Collective Agreement shall not apply to Casual Employees except as provided by this Article.
- 34.02 HOURS OF WORK
- (a) Hours of work for a Casual Employee shall be up to seven point seven five (7.75) hours in a day.
- (b) Casual Employees will not be required to work in excess of seven (7) consecutive shifts except by mutual agreement.
- (c) A Casual Employee will not be required to work in a manner where the ratio of work days to non work days exceeds five to two (5:2) averaged over six (6) calendar weeks.
- (d) Hours of work shall be deemed to:
- (i) include, as scheduled by the Employer, either:
- (1) two (2) rest periods of fifteen (15) minutes during each full working shift of seven point seven five (7.75) hours; or
- (2) one (1) rest period of thirty (30) minutes during each full working shift of seven point seven five (7.75) hours, if this is more compatible with the scheduling of work assignments,
the alternative to be applied shall be at the discretion of the Employer; or
- (ii) include, as scheduled by the Employer, one (1) rest period of fifteen (15)

- minutes during each half (1/2) shift of not less than four (4) hours; and
- (iii) exclude a meal period of thirty (30) minutes to be scheduled by the Employer during each working day in which the Employee works in excess of four (4) hours.
 - (iv) Notwithstanding that the meal break is to be excluded in the calculation of regular hours of work, if the Employer requires an Employee to be readily available for duty during their meal period, they shall be so advised in advance and be paid for that meal period at their basic rate of pay.
 - (v) If a Casual Employee is recalled to duty during their meal period or rest period they shall be given a full meal period or rest period later in their shift, or where that is not possible, be paid for the meal period or rest period as follows:
 - (1) for a rest period, at two times (2X) their basic rate of pay rather than at straight time; or
 - (2) for a meal period for which the Employee is entitled to be paid in accordance with Sub-Clause 34.02(d)(v), at two times (2X) their basic rate of pay rather than at straight time; or
 - (3) for a meal period for which the Employee is not otherwise entitled to be paid, at two times (2X) their basic rate of pay.

34.03 No Casual Employee shall be scheduled except with their consent.

Casual Employees shall be aware that, in the course of their regular duties, they may be required to work on various shifts throughout the twenty-four (24) hour period of the day and the seven (7) days of the week. The first shift of the working day shall be one wherein the majority of hours worked fall between twenty-four hundred (2400) and zero eight hundred (0800) hours.

34.04 In the event that a Casual Employee reports to work as scheduled or called and the Employer cancels their shift, the Employee shall be paid three (3) hours' pay at the Employee's basic rate of pay.

34.05 **EXTENDED WORKDAY**
All provisions pertaining to Casual Employees working the extended work day are covered in Article 40: Extended Work Day.

34.06 **OVERTIME**

- (a) Overtime is all time authorized by the Employer and worked by a Casual Employee in excess of seven point seven five (7.75) hours per day. The Employer shall 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 Casual Employee at the time overtime is worked.
- (b) The overtime rate of two times (2X) the applicable basic rate of pay shall be

paid for overtime hours worked.

34.07 SALARIES

- (a) The basic rate of pay for Casual Employees shall be as outlined in Appendix A - Salaries Schedule.
- (b) Subject to any of the other terms of this Collective Agreement providing for the withholding or delay in granting of an increment, a Casual Employee's basic rate of pay will be advanced from Step 1 to Step 2 upon completion of five hundred three point seven five (503.75) hours and to each subsequent step upon completion of every two thousand and twenty-two point seven five (2,022.75) hours worked with the Employer.
- (c) When an Employee has experience satisfactory to the Employer, the Employee's starting salary shall be adjusted as follows:
 - (i) Experience prior to a two (2) year lapse will not be recognized.
 - (ii) Experience satisfactory to the Employer shall be recognized on a one-for-one basis, up to the top increment in the salary scale.
 - (iii) Employee submits satisfactory documentation of their experience to the Employer within thirty (30) calendar days of their start date the adjustment to their rate of pay shall be effective retroactive to their start date. If the documentation is submitted after thirty (30) calendar days from their start date, such adjustments shall be effective the date the Employee submits documentation of their experience to the Employer.

34.08 SHIFT DIFFERENTIAL

A Shift Differential of two dollars and seventy-five cents (\$2.75) per hour shall be paid:

- (a) to Casual 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 Casual Employees for each regularly scheduled hour worked between fifteen hundred (1500) hours to twenty-three hundred (2300) hours, provided that greater than one (1) hour is worked between fifteen hundred (1500) hours to twenty-three hundred (2300) hours;
- (c) to Casual Employees for all overtime hours worked which fall within the period of fifteen hundred (1500) hours to twenty-three hundred (2300) hours.

34.09 A Shift Differential of five dollars (\$5.00) per hour shall be paid:

- (a) to Casual Employees working a shift where the majority of such shift falls within the period twenty-three hundred (2300) hours to zero seven hundred (0700) hours; or
- (b) to Casual Employees for each regularly scheduled hour worked between twenty-three hundred (2300) hours to zero seven hundred (0700) hours, provided that greater than one (1) hour is worked between twenty-three hundred (2300) hours to zero seven hundred (0700) hours;
- (c) to Casual Employees for all overtime hours worked which fall within the period of twenty-three hundred (2300) hours to zero seven hundred (0700) hours.

- 34.10 All premiums payable under this Article shall not be considered as part of the Casual Employee's basic rate of pay.
- 34.11 Where applicable, a Casual Employee shall be eligible to receive both shift differential and weekend premium.
- 34.12 A Weekend Premium of three dollars and twenty-five cents (\$3.25) per hour shall be paid:
- (a) to Casual Employees working a shift wherein the majority of such shift falls within a sixty-four (64) hour period commencing at fifteen hundred (1500) hours on a Friday; or
 - (b) to Casual Employees working each regularly scheduled hour worked after fifteen hundred (1500) hours on a Friday provided that greater than one (1) hour is worked within a sixty-four (64) hour period commencing at fifteen hundred (1500) hours on a Friday;
 - (c) to Casual Employees working all overtime hours which fall within the sixty-four (64) hour period commencing at fifteen hundred (1500) hours on a Friday.
- 34.13 TRANSPORTATION
- (a) Casual Employees who normally travel from the Centre to their place of residence by means of public transportation following the completion of their shift, but are prevented from doing so by being required to remain on duty past the time when normal public transportation is available, shall be reimbursed for the cost of reasonable, necessary and substantiated transportation expense from the Centre to their place of residence.
 - (b) Where a Casual Employee is assigned duties necessitating the use of their automobile, they shall be reimbursed pursuant to Clause 24.02.
- 34.14 NAMED HOLIDAYS
- (a) Except as modified by Sub-Clause 34.14(c) below, a Casual Employee 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 Employees shall be paid in addition to their Basic Rate of Pay four point six percent (4.6%) of their basic rate of pay in lieu of the aforementioned Named Holidays.
 - (c) A Casual Employee who works Christmas Day or the August Civic Holiday shall be paid at the rate of two times (2X) their basic rate of pay for all hours worked.
- 34.15 ANNUAL VACATION
- Casual Employees shall be entitled to, in addition to their Basic Rate of Pay, six percent (6%) of their basic rate of pay in lieu of vacation, and shall be entitled to an additional two percent (2%) vacation pay on completion of the equivalent hours of work required by a Full-Time Employee to reach the vacation entitlement of twenty (20) working days, and a further two percent (2%) vacation pay on completion of the equivalent hours of work required by a Full-Time Employee to reach the vacation of twenty-five (25) working days and a further two percent (2%) of vacation pay on the completion of equivalent hours of work required by a Full-Time Employee to reach

the vacation of thirty (30) working days.

34.16 DUES DEDUCTION

Casual Employees shall be subject to dues deductions as provided in Article 6: Union Membership and Dues Deduction.

34.17 GRIEVANCE PROCEDURE

Casual Employees shall be covered by Article 39: Grievance Procedure / Problem Resolution Process.

34.18 APPOINTMENTS, TRANSFERS, AND PROMOTIONS

(a) Subject to the criteria established in Article 14: Recruitment and Selection - Appointments, Transfers and Promotions, an applicant for regular employment who has experience with the Employer as a Casual Employee within the bargaining unit shall be given preference over external applicants.

(b) The Employer shall post the name of the successful candidate in accordance with Clause 14.05.

34.19 A Casual Employee who transfers to Regular Full-Time or Part-Time employment with the Employer shall be credited with the following entitlements earned during their casual period of employment provided not more than six (6) months have elapsed since they last worked for the Employer:

(a) vacation entitlement; and

(b) the total accumulation of regular hours worked for the purpose of incremental advancement pursuant to Clause 34.07.

34.22 TEMPORARY ASSIGNMENTS

When a Casual 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 or longer, they shall be paid the basic rate of pay for the classification in which the Employee is relieving, provided they are qualified to perform the substantive duties of the higher paid classification. When a Casual Employee is required temporarily to perform the duties of a lower paid classification, their basic rate of pay will not be changed.

34.23 PROBATIONARY PERIOD

Casual Employees shall be covered by Article 10: Probationary Period.

34.24 DISCIPLINE AND DISMISSAL

Casual Employees shall be covered by Article 36: Discipline and Dismissal.

ARTICLE 35 – LAYOFF AND RECALL

35.01 It is the exclusive right of the Employer to:

(a) establish, and vary from time to time the job classifications and the number of Employees if any, to be employed in any classification, or in any work place of the Centre; and

- (b) assign to other classifications any, or all, of the duties normally performed by classifications of each bargaining unit when Employees from within each bargaining unit Bargaining Unit are not available.

35.02 CONSULTATION MEETING

The Parties recognize the value of meeting prior to a layoff process occurring. The purpose of this meeting is to discuss the process of how layoffs will take place, review the current seniority list, and discuss other relevant factors the Parties agree upon including the definition of "not actively posted" and "within the ten day period". The Parties will also discuss the process to be followed for Employees on approved leave of absence, WCB, STD or LTD insurance benefits.

35.03 NOTICE OF LAYOFF

- (a) When, in the opinion of the Employer, it becomes necessary to displace an Employee, due to reduction of the work force, or reduction in regularly scheduled hours of work of a Regular Employee, or wholly or partly discontinue an undertaking, activity or service, the Employer will notify the Employee fourteen (14) calendar days' prior to the date of layoff, except that the fourteen (14) calendar days' notice shall not apply where layoff results from an act of God, fire, flood or a work stoppage by Employees not covered by this Collective Agreement.
- (b) Where the layoff results from an act of God, fire or flood, the fourteen (14) calendar days' notice is not required but up to two (2) weeks' pay in lieu thereof based on regularly scheduled hours worked during this period shall be paid to affected Employees.

35.04 LAYOFF PROCESS

Lay-off shall be applied on the basis of seniority within a classification in the Centre, where employees are laid off in reverse order of seniority.

35.05 SELECTION PROCESS

- (a) To assist the Employee in indicating their preference of alternate positions, the Employee will have access to seniority lists, shift schedules, and a list of positions available prior to the consultation with the Employer.
- (b) A consultation meeting will be arranged by the Employer between the Employee, the Employer representative(s) and the Union representative(s). The consultation process will not be unreasonably delayed as a result of the unavailability of the Union representative.
- (c) When an Employee is on an approved leave of absence, or Workers' Compensation Benefits, or Long Term Disability Insurance Benefits, the consultation meeting and the notice of layoff, if applicable, shall be served when the Employee has provided notice of readiness to return to work.
- (d) In this provision, 'classification' means all classifications, and 'status' means Full-time or Part-time.

- (e) The Employee, through consultation with the Employer and the Union, shall indicate a preference of positions for which they have the requisite skill, training, and knowledge to perform the work.
 - (i) Within the same Centre, the Employee will select positions in the same classification which are vacant (not actively posted) or select to displace an Employee with less seniority in the same classification, regardless of status or FTE;
 - (ii) where there are no position(s) of any status in the same classification as the Employee's current position in the same Centre, the Employee may indicate a preference for an alternative position(s) in the same Centre, which is vacant (not actively posted) or occupied by a less senior Employee, in a different classification, regardless of status or FTE;
 - (iii) where there are no position(s) available within their current Centre in accordance with the above, the Employee may select a vacant position(s) (not actively posted) in another Centre represented by the Union in the same classification or different classification, regardless of status or FTE; or
 - (iv) where there are no positions available in accordance with the above, the Employee shall be laid off in accordance with this Article and shall have the right to recall as outlined in this Article.
 - (v) Placement of an Employee in a vacant position within another Centre represented by the Union, pursuant to this Article, is not a contravention of this Collective Agreement.

35.06 APPLICATION OF LAYOFF

Following consultation with the Employee, the Employer shall place the Employee in a position within the same classification or different classification regardless of status or FTE as selected by the Employee.

35.07 Employees who:

- (a) refuse an offer by the Employer of alternate work; or
- (b) lack the required competency and seniority to displace another incumbent within their particular classification;

shall be provided with not less than fourteen (14) calendar days' notice specifying the date on which the Employee will be laid off.

35.08 (a) All regular and temporary vacancies shall be posted. Casual Employees and external applicants are not eligible for hire while Regular Employees remain on layoff.

The posting and selection process shall be administered in accordance with Article 14: Recruitment and Selection - Appointments, Transfers and Promotions.

- (b) No new Regular or Temporary or Casual Employees will be hired in classifications where there are other Employees in that classification, who possess the requisite skills, training, knowledge and ability for the available job, who are on layoff.

- 35.09 Other than for the continuation of the seniority held at the time of layoff, discipline, grievance and arbitration rights, and rights and benefits arising under this Article, an Employee's rights while on layoff shall be limited to the right of recall. Employment shall be deemed terminated when an Employee does not return from layoff when notified to do so, or on the expiry of twelve (12) months from the date of layoff, whichever first occurs.
- 35.10 Employees affected by temporary layoff may elect to maintain coverage of contributory plans specified in Article 27: Employee Benefits Plan, provided that the Employee makes prior arrangements to pay full premium costs (Employer and Employee portion). In the event the Employee works casual shift(s) the Employee shall remain responsible for the payment of the full premium costs and their recall status shall not be adversely affected.
- 35.11 **RECALL APPLICATION**
When increasing the work force Employees shall be recalled in order of their seniority (the most senior employee) provided they possess the requisite skill, training, knowledge and ability to perform the work.
- 35.12 The method of recall shall be by telephone, and if contact with the Employee is not accomplished, by double registered letter sent to the Employee's last known place of residence or by personal delivery of same. When dispatched by registered mail, the letter shall be deemed delivered five (5) calendar days from the date of mailing. The Employee so notified will report for work as directed but in any event shall notify the Employer of their intent no later than five (5) days following the delivery date.
- 35.13 The operation of this Article, including revision to shift schedules caused by layoff or displacement, shall not constitute a violation of the terms of this Collective Agreement.
- 35.14 Employees who have been reduced in regular hours of work through the application of this Article shall indicate in writing, their availability to work casual shifts. Casual shifts will be offered on the basis of seniority and availability up to the Employee's previous regular hours. This obligation of offer of casual shifts shall expire on twelve (12) months from the date the Employee is reduced in hours or laid off.
- 35.15 **SEVERANCE**
Severance will be offered as a result of organizational changes that result in the permanent reduction in the number of Regular Employees in the bargaining unit.
- (a) Severance will not be offered under the following conditions:
 - (i) when an Employee voluntarily accepts layoff and recall; and/or
 - (ii) when a layoff results from an act of God, fire or flood; and/or
 - (iii) when an Employee has been terminated for just cause or has resigned or retired; and/or
 - (iv) when an Employee's status is other than permanent Full-Time employment or permanent Part-Time employment.
 - (b) The Employer will offer the following severance to eligible Regular

Employees, as defined in Sub-Clause 35.15(c) below:

- (i) A Regular Full-Time Employee shall be eligible for severance pay in the amount of two (2) weeks' regular pay at their basic rate of pay for each full year of continuous employment to a maximum of thirty-five (35) weeks' pay.
 - (ii) A Regular Part-Time Employee shall be eligible for severance pay in the amount of two (2) weeks' regular pay at seventy-seven point five (77.5) hours for each full period of two thousand and twenty-two point seven-five (2,022.75) hours worked at the basic rate of pay to a maximum of thirty-five (35) weeks' pay.
 - (iii) For the purposes of point Sub-Clauses 35.15(b)(i) and (ii) above, basic rate of pay means basic rate of pay exclusive of overtime payments and premium payments.
 - (iv) For purposes of severance, continuous employment will be calculated from the last day of hire recognized with the Employee's current Employer and shall exclude all absences in excess of thirty (30) days.
- (c) A Regular Employee who has received layoff notice in accordance with this Article and for whom no alternate vacant position is available and they do not have the right to displace an Employee with less seniority, shall have the option to select either of:
- (i) layoff with recall rights as specified in this Article; or
 - (ii) severance in accordance with this Article.
- (d) A Regular Employee who accepts severance pay as described above shall have terminated their employment, with no further rights to recall.
- (e) A Regular Employee who receives notice of layoff shall have fourteen (14) calendar days from the date of notice of layoff is issued to advise the Employer, in writing, that the Employee wishes to take the severance offered by the Employer. Any Employee who does not advise the Employer, in writing of the Employee's decision to accept severance shall be deemed to have selected layoff in accordance with this Article.
- (f) (i) Employees who select severance will not be eligible for rehire by any Employer who is a Party to a Collective Agreement containing severance provisions for the period of the severance (which for the purpose of clarity means the period of time equal to the number of weeks of severance paid to the Employee).
- (ii) The Employee may be considered for hire by an Employer referred to in Sub-Clause 35.15(f)(i) provided they repay the Employer from whom severance was received, the difference, if any, between the time they were unemployed and the length of time for which the severance was paid.
- (g) Severance pay provided under this Article shall be deemed to be inclusive of any and all legislative requirements for termination notice.

ARTICLE 36 - DISCIPLINE AND DISMISSAL

- 36.01 Unsatisfactory conduct and/ or performance by an Employee may be grounds for discipline up to, and including, immediate dismissal.
- 36.02 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 five (5) days of issuance.
- 36.03 During 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.
- 36.04 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.
- 36.05 The Employee shall sign any written notice of discipline for the sole purpose of indicating that they are aware of the disciplinary notice.
- 36.06 Where circumstances permit, an Employee may be accompanied by a representative of the Union during the disciplinary discussion.
- 36.07 When an Employee has grieved a disciplinary action and 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.
- 36.08 An Employee who has been subject to disciplinary action may, after two (2) years of continuous service from the date the disciplinary measure was invoked, request in writing that their personnel file be cleared of any record of the disciplinary action. Such request shall be granted provided the Employee's file does not contain any further record of disciplinary action, during the two (2) year period, of which the Employee is aware. The Employer will confirm in writing to the Employee that such action has been effected.
- 36.09 An Employee absent for three (3) consecutive working days without notifying the Employer shall be considered to have terminated their employment unless the Employee subsequently provides reason acceptable to the Employer and, where in the opinion of the Employer, such prior notification was not possible.
- 36.10 In the event that an Employee is reported to their licensing body by the Employer, the Employee shall be so advised.
- 36.11 Except in extenuating circumstances, an Employee that is to be interviewed with regards to an incident that may lead to disciplinary action shall be given twenty- four

(24) hours notice of the time and location of such interview.

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

ARTICLE 37 - OCCUPATIONAL HEALTH, SAFETY AND ENVIRONMENT

37.01 The parties acknowledge the revisions to the *Occupational Health and Safety Act* that are effective June 1, 2018.

It is the policy of the Employer that there be an operational Occupational Health and Safety Committee in each Centre. The Employer, the Union and the Employees are committed to supporting and promoting a healthy and safe working and living environment in the Centre for Employees and residents.

The Occupational Health and Safety Committee shall be comprised of representatives of the Employer and representatives of the Union and may include representatives of other Employee groups. The Committee shall schedule meetings in accordance with its terms of reference. Should there be an issue requiring immediate attention of the Committee, the Chairperson or Vice-Chairperson shall call a special meeting of this Committee. An Employee shall be paid their basic rate of pay for attendance at these committee meetings.

37.02 The Occupational Health and Safety Committee shall consider such matters as occupational health and safety including working alone and may make recommendations to the Employer in that regard. The Committee will function in accordance with the regulations published pursuant to the *Occupational Health and Safety Act* or such other procedural rules as may be mutually agreed.

37.03 The Occupational Health and Safety Committee shall also consider measures necessary to ensure the safety and security of each Employee on the Employer's premises including working alone and may make recommendations to the Employer in that regard.

Should the recommendations not be implemented or adequate steps taken towards implementation within forty-five (45) calendar days from the date the recommendation is made, the Union representative may direct that the item be referred to the senior Administrator of the Employer forthwith. A written reply will be given within fourteen (14) calendar days of the presentation by the Committee.

37.04 Where the Employer requires the Employee to receive specific immunization and titre, as a result of or related to the Employee's work, it shall be provided at no cost.

37.05 The Employer shall have in place a harassment policy, which may be reviewed annually by the Occupational Health and Safety Committee.

ARTICLE 38 - COPIES OF COLLECTIVE AGREEMENT

38.01 Within sixty (60) calendar days of the signing of this Collective Agreement, the Employer shall provide each Employee with the location and digital address where the electronic copy of the collective agreement may be viewed.

A paper copy of the Collective Agreement will be provided upon request.

38.02 The Employer shall provide the location and digital address where the electronic copy of the Collective Agreement may be viewed to each new Employee upon appointment.

38.03 Selection of the printers and printing of the Collective Agreement shall be the joint responsibility of the Employer and the Alberta Union of Provincial Employees. Costs shall be shared equally between the Employer and the AUPE.

38.04 The final version of the Collective Agreement shall be in electronic form and both the Employer and the Union shall be provided with a copy of the final version of the Collective Agreement in electronic form.

ARTICLE 39 - GRIEVANCE PROCEDURE/ PROBLEM RESOLUTION PROCESS

39.01 (a) The problem resolution process is a grievance and arbitration process that is designed to provide a formal mechanism for the resolution of disagreements that arise between the Employer, Employees and the AUPE. This mechanism is intended to maintain and improve working relationships between the Parties.

(b) The process is designed to allow for a timely and thorough investigation and resolution of grievances.

(c) A "grievance" is defined as: any difference arising out of an interpretation, application, administration or alleged violation of this Collective Agreement, policy, or procedure or unfair treatment.

An Employee has the right to request that a representative from the Alberta Union of Provincial Employees be present to assist them at any stage of the process.

(d) "Days" means calendar days, exclusive of Saturday, Sunday and Named Holidays.

39.02 GRIEVANCE PROCEDURE

A grievance shall be categorized as follows:

(a) an individual grievance is a dispute affecting one (1) Employee. Such grievance shall be initiated at Step 1 of the grievance procedure as outlined in Clause 39.06 except in cases of suspension or dismissal which will commence at Step 2; or

- (b) a group grievance is a dispute affecting two (2) or more Employees. Such grievance shall be initiated at Step 2 and processed in the same manner as outlined in Sub-Clause 39.06(b). A group grievance shall list all Employees affected by the grievance and the results of such grievance shall apply, proportionately if applicable, to all Employees listed on the original grievance; or
- (c) a policy grievance is a dispute between the Parties, which due to its nature, is not properly the subject of an individual or group grievance. Such grievance shall be initiated, in writing, within ten (10) days of the date the aggrieved party first became aware of or reasonably should have become aware of the event leading to the grievance. If the policy grievance is a Union grievance, it shall commence at Step 2. If the policy grievance is an Employer grievance, it shall be directed to the Union and the Union shall render a written reply within ten (10) days of receipt. Upon receipt of response or failure to reply, the Employer may advance the grievance to arbitration.

39.03 AUTHORIZED REPRESENTATIVES

- (a) An Employee may be assisted and represented by a representative of the Union when presenting a grievance.
- (b) The Employer agrees that a Union representative shall not be hindered, coerced or interfered with in any way in the performance of their functions while investigating disputes and presenting adjustments as provided in this Article. However, no representative shall leave their work without obtaining consent from their Supervisor which shall not be unreasonably withheld.

The Union representative shall not suffer any loss of pay for time spent in the performance of their duties involving an investigation or grievance provided that the representative does not leave the Employer's premises.

- (c) The Employer will provide the Union within three (3) months of the signing of this agreement, a written list of the titles of authorized representatives who would respond to grievances. The Employer will also provide the name and addresses of a contact person for the purpose of receiving all grievances and distributing grievances to the appropriate respondent.

39.04 TIME LIMITS

For the purpose of this Article, periods of time referred to in days shall be deemed such periods of time calculated on consecutive calendar days exclusive of Saturdays, Sundays and Named Holidays which are specified in Article 25: Named Holidays.

39.05 MANDATORY CONDITIONS

- (a) All grievances shall be initiated at the appropriate Step of the process, in writing, where applicable, within ten (10) days of the date the aggrieved party first became aware of, or reasonably should have become aware of, the event leading to the grievance.
- (b) Should the Employee or the Union fail to comply with any time limit in the

grievance procedure, the grievance will be considered to be abandoned, unless the Parties have mutually agreed in writing to extend the time limits. Should the Employer fail to comply with any time limits in the grievance procedure, the grievance shall automatically move to the next step on the day following the expiry of the particular time limit unless the Parties have mutually agreed in writing to extend the time limits.

- (c) During any and all grievance proceedings, the Employee shall continue to perform their duties, except in cases of suspension or dismissal.
- (d) A suspension or dismissal grievance shall commence at Step 2.

39.06 THE GRIEVANCE PROCEDURE

(a) Step 1

An Employee who has a grievance shall, within ten (10) days of the date they become aware of, or reasonably should have become aware of, the occurrence which led to the grievance, first discuss the matter with their immediate supervisor and attempt to resolve the grievance at this stage.

In the event that it is not resolved satisfactorily to the Employee, it may be advanced in accordance with the following Steps.

(b) Step 2

If:

- (i) an individual grievance, within ten (10) days of discussing the grievance with their immediate supervisor in Step 1; or
 - (ii) a group grievance, within ten (10) days of the date any of the aggrieved Parties became aware of the event or reasonably should have become aware of the event leading to the grievance,
- the grievance shall be submitted, in writing, stating the Article claimed to have been violated, the nature of the grievance and the redress sought.

The grievance will be responded to, in writing, by the appropriate designated representative within ten (10) days of receiving the grievance. If the grievance is not settled at this stage, it may be advanced to Step 3.

(b) Step 3

Within ten (10) days of the reply at Step 2, the Employee shall submit the grievance, in writing to the Administrator of the Centre(s) or designate. The Administrator or designate shall hold a hearing within ten (10) days of receipt of the grievance. The Employee shall be entitled to have a representative of the Union present during the meeting. The Administrator or their representative shall render a written decision within ten (10) days of the date of the hearing. If the grievance is not settled at this stage, either Party may decide to proceed to Arbitration or by mutual agreement to Mediation.

39.07 THIRD PARTY MEDIATION

If the grievance proceeds to Mediation, one (1) jointly selected mediator shall meet with the Parties and within five (5) days of the request shall:

- (a) investigate the dispute;
- (b) define the issue(s) in dispute and,
- (c) make written recommendations to resolve the dispute.

During the proceedings, the Parties shall fully disclose all materials and information relating to the issue(s) in dispute. The proceedings shall be conducted with a view to settling the dispute, and as such, are privileged.

The fees and expenses of the mediator shall be shared equally between the Parties to the dispute.

If the grievance is not settled at this stage, either Party may decide to proceed to Arbitration.

39.08 ARBITRATION

- (a)
 - (i) Either Party wishing to submit a grievance to Arbitration shall, within ten (10) days of the receipt of the decision at Step 3 of the grievance procedure, notify the other Party in writing of its intention to do so and shall nominate an individual to serve as a sole arbitrator.
 - (ii) The Party receiving the notice shall respond in an effort to agree on the selection of a mutually acceptable sole arbitrator. Where agreement on a mutually acceptable sole arbitrator cannot be reached within ten (10) days of the receipt of the notification provided for in Sub-Clause 39.08(a)(i), the Parties shall request the Director of Mediation Services, pursuant to the provisions of the *Code*, to appoint an arbitrator; or
 - (iii) at the request of either Party, a three (3) person Arbitration Board, rather than a sole arbitrator shall be used. The Party requesting the use of an Arbitration Board shall indicate to the other Party within ten (10) days of the grievance being advanced to arbitration, their nominee to the Arbitration Board. The chairperson shall be selected in accordance with Sub-Clause 39.08(a)(ii).
- (b) After a single arbitrator has been selected, or the Arbitration Board has been formed in accordance with the above procedure, it shall meet with the Parties within twenty-one (21) days and hear such evidence as the Parties may desire to present; assure a full, fair hearing, and shall render the decision, in writing, to the Parties within fourteen (14) days after the completion of the hearing.
- (c) In the case of an Arbitration Board or single arbitrator, the Chairman shall have the authority to render a decision with the concurrence of either of the other members, and decision thus rendered or the decision of the single arbitrator shall be final and binding on the Parties.
- (d) The Arbitration decision shall be governed by the terms of this Collective Agreement and shall not alter, amend or change the terms of this Collective Agreement.
- (e) Each of the Parties to this Collective Agreement shall pay the expenses of its

appointee to an Arbitration Board. The fees and expenses of the Chairman or single arbitrator shall be shared equally between the two (2) Parties to the dispute.

- (f) Any of the time limits herein contained in Arbitration proceedings may be extended if mutually agreed to in writing by the Parties.

ARTICLE 40 – EXTENDED HOURS OF WORK

40.01 (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 nursing 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) Nursing units may be deleted from the list referred to in Sub-Clause 40.01(a) by either Party providing the other Party with twelve (12) weeks' notice in writing of such intent.

40.02 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.

40.03 HOURS OF WORK

- (a) Amend Clause 15.01 to read:

"15.01 Regular hours of work for Full-Time Employees, exclusive of meal periods, shall:

- (a) not exceed 12 consecutive hours per day, however, in no case shall they exceed eleven point two-five (11.25) consecutive paid hours per day;
- (b) be thirty-eight point seven nine (38.79) hours per week average 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."

- (b) Amend Clause 15.02 to read:

"15.02 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."

(c) Amend Clause 15.05 to read:

"15.05 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 (22.5) 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 (22.5) hours off duty, they shall be entitled to premium payment of two times (2X) their basic rate of pay for the first (1st) tour of duty on the new shift."

(d) Amend Sub-Clause 15.07(c) to read:

"15.07(c) 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.

(e) Amend Sub-Clause 15.07(d) to read:

"15.07(d) Employees who are required to rotate shifts shall be assigned day duty at least zero point five (0.5) 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 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."

(f) Amend Clause 15.10 to read:

"15.10 An Employee shall not be scheduled to work more than four (4) consecutive extended shifts nor more than four (4) extended shifts per week."

- (g) Amend Clause 15.14 to read:
- "15.14(a) 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 Clauses 15.01, 15.04, 15.05 and Article 16: Overtime 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 Clause 16.02."

40.04 OVERTIME

Amend Clause 16.01 to read:

"16.01 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 Sub-Clause 40.03(a) 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."

40.05 NAMED HOLIDAYS

Amend Clause 25.03 to read:

"25.03 Except as modified by Sub-Clause 25.03(c) below, notwithstanding Clause 2.23, an Employee required to work on a Named Holiday shall be paid for all hours worked on a Named Holiday at one point five (1.5X) their 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 they will be paid seven point seven five (7.75) hours' pay at their 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 their basic rate of pay."
- (c) An Employee required to work Christmas Day or the August Civic Holiday shall be paid at the rate of two times (2X) their basic rate of pay for all hours worked.

40.06

VACATION ENTITLEMENT

(a) Amend Clause 26.02 to read:

"26.02(a) During each year of continuous service in the employ of the Employer, an Employee shall earn 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 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 fourteenth (14th) years of employment, an Employee earns a vacation of one hundred and fifty-five (155) working hours; and
- (iii) during the fifteenth (15th) to twenty-fourth (24th) years of employment, and Employee earns a vacation of one hundred and ninety-three point seven-five (193.75) working hours;
- (iv) during each of 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 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 (15 day of April 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) Supplementary Vacation

- (i) Upon reaching the employment anniversary of twenty-five (25) years of continuous service, Employees shall have earned an 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 an 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 an additional five (5) days 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 an 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 an additional five (5) days vacation with pay. Such supplementary vacation to be taken pursuant to the provisions of this Article.

(d) 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 their employment has been continuous.

At the request of the Employee the Employer shall provide the Employee with a written statement of their vacation entitlement upon termination."

- (e) The entitlement for Part-Time Employee shall be prorated to their FTE. Part-Time Employees shall also earn vacation pay on additional shifts worked at the Basic Rate of Pay.

(b) Amend Clause 23.02 to read:

"23.02 Vacation Pay on Termination

- (a) If employment is terminated by an Employee without giving proper notice pursuant to Clause 23.01, notwithstanding any other provisions of this Collective Agreement, such Employee shall receive vacation pay at the rate prescribed in the subsisting order of the *Employment Standards Code* concerning vacation pay. The Employer may waive this Clause if termination is due to illness or for other reasons, which are acceptable to the Employer.
- (b) If employment is terminated, and proper notice given, the Employee shall receive vacation pay in lieu of the unused period of vacation entitlement up to April in each calendar year at the Employee's regular rate, together with six percent (6%), in the case of an Employee entitled to one hundred and sixteen point two five (116.25) working hours vacation per annum, or eight percent (8%), in the case of an Employee entitled to one hundred and fifty-five (155) working hours vacation per annum, or ten percent (10%) in case of an Employee entitled to one hundred and ninety-three point seven five (193.75) working hours vacation per annum, or twelve percent (12%) in the case of an Employee entitled to two hundred and thirty-two point five (232.5) working hours vacation per annum, of the Employee's regular earnings from the first (1st) day of April in each calendar year to the date of termination.
- (c) When an Employee is discharged for cause, the Employee shall receive vacation pay in lieu of the unused period of

vacation entitlement."

40.07 SICK LEAVE

(a) Amend Clause 28.03 to read:

"28.03 After an Employee has completed their probationary period they 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 their probationary period."

(b) Amend Clause 28.05 to read:

"28.05 An Employee granted sick leave shall be paid for the period of such leave at their basic rate of pay and the number of hours thus paid shall be deducted from their accumulated sick leave credit to the total number of the Employee's accumulated credit at the time sick leave commenced."

(c) Amend Clause 28.06 to read:

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

40.08 LEAVES OF ABSENCE

Amend Sub-Clause 30.07(a) to read:

"30.07(a) Bereavement Leave

Bereavement leave of five (5) extended working days and a maximum of thirty-eight point seven five (38.75) paid hours shall be granted in the event of a death of a member of the Employee's immediate family (i.e. spouse (including common law and same sex), child, parent, brother, sister, mother-in-law, father-in-law, son-in-law, daughter-in-law, grandparent, grandparent-in-law, grand-child, guardian or fiancé). Upon request, an Employee shall be granted three (3) extended working days and a maximum of twenty-three point two five (23.25) paid hours in the event of a death of an Employee's aunt, uncle, niece or nephew. Such bereavement leave shall be taken within one (1) year of death unless otherwise approved by the Employer. Spouse shall include common-law and / or same- sex relationship. Step-parent, step-children, step-brother and step-sister shall be considered as members of the Employee's immediate family. The Employer may extend bereavement leave by up to two (2) additional days. Bereavement leave may include normal days off and / or vacation but no additional payment is due therefore."

40.09 SHIFT DIFFERENTIAL

- (a) "19.01 A shift differential 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."
- (b) "19.02 A shift differential 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."

40.10 WEEKEND PREMIUM

- "20.01 A weekend premium of three dollars and twenty five cents (\$3.25) per hour shall be paid in addition to shift differential, 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."

40.11 PART-TIME EMPLOYEES

- (a) Amend Clause 32.02 to read:
 - "32.02 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 seven to seven (7:7) in a six (6) calendar week period."
- (b) Amend Clause 32.05 to read:
 - "32.05 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 (22.5) 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 (22.5) hours off duty, they shall be entitled to premium pay of two times (2X) their basic rate of pay for the first (1st) tour of duty on the new shift."

- (c) Amend Clause 32.10 to read:
 - "32.10(a) A Part-Time Employee may work additional shifts from time to time.
 - (b) Where a Part-Time Employee volunteers or agrees when

requested, they shall be paid their basic rate for such hours or, if applicable, at the overtime rate(s) provided in Clause 40.04:

- (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 Sub-Clause 40.11(a).

- (c) Where the Employer requires a Part-Time Employee to work without the Employee having volunteered or agreed to do so, they shall be paid the applicable overtime rate provided in Clause 16.02."

- (d) Amend Clause 32.24 to read:

"32.24 On completion of the stipulated probationary period, a regular Part-Time Employee 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."

40.12 CASUAL EMPLOYEES

A Casual Employee may be called or required for an extended work day shift in accordance with Clause 40.03. 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.

ARTICLE 41 - BULLETIN BOARD SPACE

- 41.01 The Employer shall provide the Union with either the ability to post notices on the Employer intranet site or a Union-exclusive Bulletin Board to be placed in an accessible location. The Union may be permitted to post notices of meetings and other such notices, which may be of interest to Employees. It is not the intention of the Union to post anything objectionable to the Employer.

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 Attire and Appearance policy.
- 42.02 In accordance with the Employer's Attire and Appearance Policy, clothing must comply with safety and infection control and prevention requirements.
- 42.03 Employees must wear identification cards and or name tags at all times in the workplace.
- 42.04 All protective clothing and safety equipment shall be supplied by the Employer as required by the *Occupational Health and Safety Act*.

ARTICLE 43 – PROFESSIONAL REGISTRATION FEES

- 43.01 A Licensed Practical Nurse who is in a zero point four Full-Time equivalent (0.4 FTE) position or greater as of December first (1st), in each calendar year and has active registration with the College of Licensed Practical Nurses of Alberta (CLPNA) at the beginning of the next calendar year shall receive two hundred dollars (\$200.00) reimbursement for their CLPNA registration.

ARTICLE 44 – CLASS 4 DRIVING PERMIT

- 44.01 When established by the Employer as a mandatory qualification, an Employee who is in a zero point four Full-Time Equivalent (0.4 FTE) position or greater at the time of renewal of their Class 4 driving permit shall be reimbursed a maximum of ninety-five dollars (\$95.00) towards the cost of registration and other associated fees.

ARTICLE 45 – EMPLOYMENT INSURANCE PREMIUM REDUCTIONS

- 45.01 The Employee's portion of all monies from the Employment Insurance Commission Premium Reductions will be retained by the Employer and utilized by the Employer for various wellness initiatives / programs in accordance with the Employment Insurance Regulations.

APPENDIX A – SALARIES SCHEDULES

1.00% general wage increase to Appendix A – Salaries Schedules retroactive to October 1, 2021, with rounding differences eliminated between sites:

**Certified Health Care Aide
Occupational Therapy Assistant
Recreation Assistant**

Site	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7
Bethany Airdrie	20.12	21.18	21.87	22.62	23.30	24.47	25.20
Bethany Calgary	20.12	21.18	21.87	22.62	23.30	24.47	25.20
Bethany Cochrane	20.12	21.18	21.87	22.62	23.30	24.47	25.20
Bethany Collegeside	20.12	21.18	21.87	22.62	23.30	24.47	25.20
Bethany Didsbury	20.12	21.18	21.87	22.62	23.30	24.47	25.20
Bethany Harvest Hills	20.12	21.18	21.87	22.62	23.30	24.47	25.20
Bethany Riverview	20.12	21.18	21.87	22.62	23.30	24.47	25.20
Bethany Sylvan Lake	20.12	21.18	21.87	22.62	23.30	24.47	25.20
Sundre Seniors' Supportive Living *	20.12	21.18	21.87	22.62	23.30	24.47	25.20

Licensed Practical Nurse

Site	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8
Bethany Airdrie	26.71	27.96	29.28	30.20	33.35	34.98		
Bethany Calgary	26.71	27.85	28.98	30.13	31.25	32.34	33.64	34.98
Bethany Collegeside	26.71	27.85	28.98	30.13	31.25	32.34	33.64	34.98
Bethany Cochrane	26.71	27.96	29.28	30.20	33.35	34.98		
Bethany Didsbury	26.71	27.85	28.98	30.13	31.25	32.34	33.64	34.98
Bethany Harvest Hills	26.71	27.85	28.98	30.13	31.25	32.34	33.64	34.98
Bethany Riverview	26.71	27.85	28.98	30.13	31.25	32.34	33.64	34.98
Bethany Sylvan Lake	26.71	27.85	28.98	30.13	31.25	32.34	33.64	34.98
Sundre Seniors' Supportive Living *	26.71	27.85	28.98	30.13	31.25	32.34	33.64	34.98

* Note: effective date for Sundre Seniors' Supportive Living is June 30, 2022, the date of certification.

1.25% general wage increase to Appendix A – Salaries Schedules retroactive to September 1, 2022:

**Certified Health Care Aide
Occupational Therapy Assistant
Recreation Assistant**

Site	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7
Bethany Airdrie	20.37	21.44	22.14	22.90	23.59	24.78	25.52
Bethany Calgary	20.37	21.44	22.14	22.90	23.59	24.78	25.52
Bethany Cochrane	20.37	21.44	22.14	22.90	23.59	24.78	25.52
Bethany Collegeside	20.37	21.44	22.14	22.90	23.59	24.78	25.52
Bethany Didsbury	20.37	21.44	22.14	22.90	23.59	24.78	25.52
Bethany Harvest Hills	20.37	21.44	22.14	22.90	23.59	24.78	25.52
Bethany Riverview	20.37	21.44	22.14	22.90	23.59	24.78	25.52
Bethany Sylvan Lake	20.37	21.44	22.14	22.90	23.59	24.78	25.52
Mount View Lodge *	20.37	21.44	22.14	22.90	23.59	24.78	25.52
Sundre Seniors' Supportive Living	20.37	21.44	22.14	22.90	23.59	24.78	25.52

Licensed Practical Nurse

Site	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8
Bethany Airdrie	27.04	28.31	29.65	30.58	33.77	35.42		
Bethany Calgary	27.04	28.20	29.34	30.51	31.64	32.74	34.06	35.42
Bethany Collegeside	27.04	28.20	29.34	30.51	31.64	32.74	34.06	35.42
Bethany Cochrane	27.04	28.31	29.65	30.58	33.77	35.42		
Bethany Didsbury	27.04	28.20	29.34	30.51	31.64	32.74	34.06	35.42
Bethany Harvest Hills	27.04	28.20	29.34	30.51	31.64	32.74	34.06	35.42
Bethany Riverview	27.04	28.20	29.34	30.51	31.64	32.74	34.06	35.42
Bethany Sylvan Lake	27.04	28.20	29.34	30.51	31.64	32.74	34.06	35.42
Mount View Lodge *	27.04	28.20	29.34	30.51	31.64	32.74	34.06	35.42
Sundre Seniors' Supportive Living	27.04	28.20	29.34	30.51	31.64	32.74	34.06	35.42

* Note: effective date for Mount View Lodge is October 11, 2022, the date of certification.

2.00% general wage increase to Appendix A – Salaries Schedules effective April 1, 2023, with rounding adjustments for step 6 of the HCA grid and steps 2 and 6 of the LPN grid (except Airdrie and Cochrane):

**Certified Health Care Aide
Occupational Therapy Assistant
Recreation Assistant**

Site	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7
Bethany Airdrie	20.78	21.87	22.58	23.36	24.06	25.26	26.03
Bethany Calgary	20.78	21.87	22.58	23.36	24.06	25.26	26.03
Bethany Cochrane	20.78	21.87	22.58	23.36	24.06	25.26	26.03
Bethany Collegeside	20.78	21.87	22.58	23.36	24.06	25.26	26.03
Bethany Didsbury	20.78	21.87	22.58	23.36	24.06	25.26	26.03
Bethany Harvest Hills	20.78	21.87	22.58	23.36	24.06	25.26	26.03
Bethany Riverview	20.78	21.87	22.58	23.36	24.06	25.26	26.03
Bethany Sylvan Lake	20.78	21.87	22.58	23.36	24.06	25.26	26.03
Mount View Lodge	20.78	21.87	22.58	23.36	24.06	25.26	26.03
Sundre Seniors' Supportive Living	20.78	21.87	22.58	23.36	24.06	25.26	26.03

Licensed Practical Nurse

Site	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8
Bethany Airdrie	27.58	28.88	30.24	31.19	34.45	36.13		
Bethany Calgary	27.58	28.79	29.93	31.12	32.27	33.38	34.74	36.13
Bethany Collegeside	27.58	28.79	29.93	31.12	32.27	33.38	34.74	36.13
Bethany Cochrane	27.58	28.88	30.24	31.19	34.45	36.13		
Bethany Didsbury	27.58	28.79	29.93	31.12	32.27	33.38	34.74	36.13
Bethany Harvest Hills	27.58	28.79	29.93	31.12	32.27	33.38	34.74	36.13
Bethany Riverview	27.58	28.79	29.93	31.12	32.27	33.38	34.74	36.13
Bethany Sylvan Lake	27.58	28.79	29.93	31.12	32.27	33.38	34.74	36.13
Mount View Lodge	27.58	28.79	29.93	31.12	32.27	33.38	34.74	36.13
Sundre Seniors' Supportive Living	27.58	28.79	29.93	31.12	32.27	33.38	34.74	36.13

Match Alberta Health Services basic hourly wage rates effective the date of ratification:

**Certified Health Care Aide
Occupational Therapy Assistant
Recreation Assistant**

Change (\$)	+1.08	+0.70	+0.68	+0.65	+0.49	0.00	0.00
Site	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7
Bethany Airdrie	21.86	22.57	23.25	24.01	24.55	25.26	26.03
Bethany Calgary	21.86	22.57	23.25	24.01	24.55	25.26	26.03
Bethany Cochrane	21.86	22.57	23.25	24.01	24.55	25.26	26.03
Bethany Collegeside	21.86	22.57	23.25	24.01	24.55	25.26	26.03
Bethany Didsbury	21.86	22.57	23.25	24.01	24.55	25.26	26.03
Bethany Harvest Hills	21.86	22.57	23.25	24.01	24.55	25.26	26.03
Bethany Riverview	21.86	22.57	23.25	24.01	24.55	25.26	26.03
Bethany Sylvan Lake	21.86	22.57	23.25	24.01	24.55	25.26	26.03
Mount View Lodge	21.86	22.57	23.25	24.01	24.55	25.26	26.03
Sundre Seniors' Supportive Living	21.86	22.57	23.25	24.01	24.55	25.26	26.03

Licensed Practical Nurse

Change (\$) – Airdrie & Cochrane	0.00	-0.09	-0.30	-0.08	-2.18	-2.75	-1.40	0.00
Change (\$) – all others	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Site	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8
Bethany Airdrie	27.58	28.79	29.94	31.11	32.27	33.38	34.73	36.13
Bethany Calgary	27.58	28.79	29.94	31.11	32.27	33.38	34.73	36.13
Bethany Collegeside	27.58	28.79	29.94	31.11	32.27	33.38	34.73	36.13
Bethany Cochrane	27.58	28.79	29.94	31.11	32.27	33.38	34.73	36.13
Bethany Didsbury	27.58	28.79	29.94	31.11	32.27	33.38	34.73	36.13
Bethany Harvest Hills	27.58	28.79	29.94	31.11	32.27	33.38	34.73	36.13
Bethany Riverview	27.58	28.79	29.94	31.11	32.27	33.38	34.73	36.13
Bethany Sylvan Lake	27.58	28.79	29.94	31.11	32.27	33.38	34.73	36.13
Mount View Lodge	27.58	28.79	29.94	31.11	32.27	33.38	34.73	36.13
Sundre Seniors' Supportive Living	27.58	28.79	29.94	31.11	32.27	33.38	34.73	36.13

LETTER OF UNDERSTANDING #1

BETWEEN BETHANY CARE SOCIETY
AND
THE ALBERTA UNION OF PROVINCIAL EMPLOYEES

**RE: RETROACTIVE PAY FOR EMPLOYEES WHO TERMINATE PRIOR TO
RATIFICATION**

Bethany Care Centre – Airdrie
Bethany Care Centre – Calgary
Bethany Care Centre – Cochrane
Bethany Care Centre – Collegesside
Bethany Care Centre – Didsbury
Bethany Care Centre – Harvest Hills
Bethany Care Centre – Sylvan Lake

A Regular Employee, who leaves the employ of the Bethany Care Society in good standing between September 1, 2017, and the date of ratification, shall receive retroactive pay, providing the Employer receives written application within thirty (30) days of ratification between the parties.

Bethany Care Centre - Riverview
Mount View Lodge
Sundre Seniors' Supportive Living

A Regular Employee, who leaves the employ of the Bethany Care Society in good standing between the date of certification and the date of ratification, shall receive retroactive pay, providing the Employer receives written application within thirty (30) days of ratification between the parties.

LETTER OF UNDERSTANDING #2

BETWEEN BETHANY CARE SOCIETY
AND
THE ALBERTA UNION OF PROVINCIAL EMPLOYEES

RE: BENEFITS SPENDING ACCOUNTS

The Employer will provide the following Benefits Spending Accounts available to Employees who are benefits eligible on January first (1st) of each year. There is no pro-rating for employees with mid-year eligibility.

- Personal Spending Account (PSA) - Taxable
- Health Care Spending Account (HCSA) - Non-Taxable.

Annual Allocation

On January first (1st) of each year, a sum of seven hundred and fifty dollars (\$750.00), per each benefits eligible Full-Time Employee shall be provided by the Employer for the Employee to allocate to one or both of the Spending Accounts noted above.

On January first (1st) following the date of ratification, a sum of eight hundred and fifty dollars (\$850.00), per each benefits eligible Full-Time Employee shall be provided by the Employer for the Employee to allocate to one or both of the Spending Accounts noted above.

The Spending Account allocation shall be provided to benefits eligible Part-Time Employees on a pro-rated basis. In order to facilitate enough time for the administrative process, the amount of the allocation for Part-Time Employees will be based on their Full-Time equivalency as of October fifteenth (15th) of each calendar year, rounded to the next higher dollar (\$1.00).

The Employee may allocate funds in whole or in part to the non-taxable Health Care Spending Account (HCSA) and/or to the taxable Personal Spending Account (PSA). Towards the end of each year Employees will be required to allocate their next year's Spending Account into one or both of the accounts (whole dollar amounts only). Once Employees provide their allocation instructions, they will be unable to change their allocation until the following plan year. Each Plan year runs from January first (1st) to December thirty first (31st).

Option forms will be distributed by November fifteenth (15th) of each year and Employees must return their completed allocation forms to Human Resources no later than December first (1st).

Employees who are laid off after January first (1st) in the year in which the funds are available, shall maintain access to the funds for the balance of that Spending Account year (January first [1st] to December thirty first [31st]) while on layoff.

Default Option and Unused Funds

Should the Employee not return their allocation form by the appointed date or if the allocation form is incomplete, the default option will be one hundred percent (100%) to the non-taxable Health Care Spending Account (HCSA). This is irrevocable and there will be no opportunity for late submission.

Unused funds left in either the HCSA or the PSA at the end of each year will be carried forward to the following year. There is a maximum carry forward of one (1) year. If these funds are not used during the year to which they have been carried forward, they will be forfeited at the end of the carry forward year. Forfeited funds will not be available to be reallocated, paid out or credited to the Employee.

Eligible Expenses

The HCSA and PSA are designed to cover different types of expenses as described below. Reimbursement will be provided upon submission of an original receipt.

Where the Employer chooses to contract with an insurer for the administration of the Benefits Spending Accounts, the administration of the Accounts shall be subject to and governed by the terms and conditions of the applicable contract between the Employer and the Administrator. Information regarding eligible expenses shall be accessible on the technology platform(s) of the Employer or the Administrator.

Health Care Spending Account (HCSA) - Non-taxable

The HCSA may be used to pay for expenses not covered by the Provincial Medical program or the regular medical and dental plans provided by the Employer and as defined in Article 27: Employee Benefits Plan. Eligible expenses will be reimbursed on a non-taxable basis. Expenses must meet the requirements for deductibility under s. 118.2 of the federal *Income Tax Act* to be eligible for reimbursement from the HCSA.

Personal Spending Account (PSA) - Taxable

The PSA may be used to pay for a range of personal medical, professional and educational expenses. Eligible expenses will be reimbursed on a taxable basis.

Taxability / Annual T4

Eligible expenses reimbursed under the HCSA are non-taxable to the Employee while those reimbursed under the PSA are taxable.

Administration and tax reporting for the Benefits Spending Accounts will be adjusted as required to comply with applicable Federal and Provincial legislation.

LETTER OF UNDERSTANDING #3

BETWEEN BETHANY CARE SOCIETY
AND
THE ALBERTA UNION OF PROVINCIAL EMPLOYEES

RE: ALTERNATE DISPUTE RESOLUTION PROCESS

PREAMBLE: The Parties agree to ‘pilot’ an alternative dispute resolution process for review and evaluation during the term of the collective agreement. The Parties agree for a period from the date of ratification until the last day of the term of this Agreement, the Parties will pilot an Alternative Dispute Resolution Process.

The Parties agree it is in their best interests to have grievances resolved expediently. There is benefit in having a full discussion of the issues, and therefore the Parties agree may mutually agree to utilize an internal dispute resolution (ADRP) process.

The Parties agree that complete and full exploration of issues, relevant facts and information shall occur during the ADRP at the Centre. The purpose of the ADRP is to have an open, non-binding discussion in an attempt to reach a resolution satisfactory to both Parties.

When a grievance is filed, the Parties may agree in writing to first consider resolution using the ADRP process. If it agreed to utilize this process, timelines as outlined in Article 39 will be suspended and held in abeyance.

Prior to a matter being arbitrated, the Parties may refer the issue to ADRP. Reference of a matter to the ADRP is voluntary and must be agreed to by both Parties.

Should the ADRP not resolve the dispute, the timelines will be implemented at that time.

Discussions and proposed resolutions are made on a without prejudice basis and are for the purpose of attempting to achieve a resolution.

All relevant materials and information relating to the dispute, and known to the parties at the time of the ADRP, shall be disclosed during the proceedings. The proceedings shall be conducted with a view to settling the dispute, and as such, are privileged.

Any and all information shared during, or in preparation for the ADRP, are considered privileged and cannot be used in any further proceedings without proper introduction as evidence.

Each ADRP will be heard jointly by one (1) representative from the Union and one (1) representative from the Employer.

To avoid conflict of interest or any apprehension of bias, neither the Employer Representative nor the Union Representative shall have been involved in any aspect of the grievance prior to the ADRP.

The ADRP Hearing Facilitators will make recommendations to resolve the issue. Recommendations can take any form the Parties feel are appropriate. Recommendations are non-binding on the Parties and are considered privileged and may not be used for any other purpose.

The Parties will meet through the EMAC during the life of the Collective Agreement to discuss the operation and effectiveness of the ADRP process.

LETTER OF UNDERSTANDING #4

BETWEEN BETHANY CARE SOCIETY
AND
THE ALBERTA UNION OF PROVINCIAL EMPLOYEES

RE: LOCKERS / REST AREAS

The Employer will make available during each Employee's shift a locker to store and secure personal belongings. The Employee will provide a personal lock to secure the locker during the Employee's shift.

LETTER OF UNDERSTANDING #5

BETWEEN BETHANY CARE SOCIETY
AND
THE ALBERTA UNION OF PROVINCIAL EMPLOYEES

RE: STAFFING AND WORKLOAD

An Employee shall have the right to file a written complaint regarding their workload. Workload complaints shall be filed directly to the manager, or designate, who shall meet with the Employee

and a representative of the Union, if so desired by the Employee, to discuss and resolve the specifics of the complaint.

LETTER OF UNDERSTANDING #6

BETWEEN BETHANY CARE SOCIETY
AND
THE ALBERTA UNION OF PROVINCIAL EMPLOYEES

RE: LOCAL SCHEDULING COMMITTEE

1. The Parties will establish a local scheduling committee at each site to:
 - a. identify employee preferences by classification with respect to potential changes to the master rotation, including a preference for lines with higher full time equivalencies (FTEs) and the potential for a weekend only shift;
 - b. identify the operational considerations to be considered when developing the master rotation;
 - c. discuss a potential alternate master rotation developed by the Employer;
 - d. develop an implementation plan if the Parties agree on an alternate master rotation for one or more classifications.

If a weekend only shift is considered as part of a potential alternate master rotation, then written agreement of the local scheduling committee is required as a mutually agreed exception to Clause 32.05 or Clause 40.11

2. The local scheduling committee shall consist of three (3) representatives selected by the Employer for all sites except for Mount View Lodge. The Mount View Lodge local scheduling committee will consist of two (2) representatives selected by the Employer. The Employer committee shall include the scheduling manager, or designate.
3. The local scheduling committee, except for Mount View Lodge, shall consist of three (3) representatives selected by AUPE that shall include:
 - a. the AUPE Member Services Officer or designate;
 - b. two (2) members of the bargaining committee or designate.Where possible, the two (2) members of the bargaining committee shall include one Licensed Practical Nurse and one Health Care Aide.

The local scheduling committee for Mount View Lodge, shall consist of two (2) representatives selected by AUPE that shall include:

- a. the AUPE Member Services Officer or designate;
 - b. one (1) member of the bargaining committee or designate.
4. Each local scheduling committee shall complete their initial meeting within sixty (60) calendar days of ratification of the collective agreement. The local scheduling committee shall establish terms of reference for the effective functioning of their committee, including determining the frequency and duration of future meetings.

5. The local scheduling committee does not infringe or limit the rights outlined in Article 7. A dispute regarding the interpretation, application, administration or alleged violation of this letter of understanding is subject to the grievance procedure up to and including step 3.
6. The scheduling committee review of master rotations shall be completed by August 31, 2024, and this letter of understanding expires on the same date. The parties may agree in writing to revise the August 31, 2024 deadline and expiry date.

LETTER OF UNDERSTANDING #7

BETWEEN BETHANY CARE SOCIETY
AND
THE ALBERTA UNION OF PROVINCIAL EMPLOYEES

RE: LINE SELECTION PROCESS

The parties agree to the following line selection process in the event the Employer decides to change the master rotation.

- Step 1 The Employer shall consult with the scheduling committee prior to the implementation of a revised master rotation.
- Step 2 The Employer shall provide the Union with revised master rotation and an updated seniority list.
- Step 3 Regular Employees shall be informed of the changes in the master rotation and provided with an explanation of the line selection process, including the implementation date of the new master rotation. Copies of the revised master rotation shall be posted for each employee to review prior to the line selection date.
- Step 4 The Employer and the Union shall agree to the date(s) for Regular Employees to select their line by seniority in the new master rotation, which shall be scheduled to in a timely manner to meet the implementation date of the new master rotation.
- Step 5 Regular Employees shall select any line in the same classification by seniority, regardless of employee status or FTE.

Both management and union representatives shall be present at the meeting.

Regular Employees shall have the choice of coming into the workplace or providing a contact telephone number where they can be reached at their set time to select their line.

- Step 6 At the conclusion of the line selection process, the new schedule shall be active on the date determined by the Employer, not less than twelve (12) weeks after the new schedule is posted, unless otherwise agreed to by Employer and Union.

LETTER OF UNDERSTANDING #8

BETWEEN BETHANY CARE SOCIETY
AND
THE ALBERTA UNION OF PROVINCIAL EMPLOYEES

RE: LEGAL INDEMNIFICATION

The Employer will maintain comprehensive general liability insurance for all Employees. The Employer will pay one hundred percent (100%) of the premium cost of such insurance.

When required, the Employer will provide proof of insurance to Employees to provide to their regulatory body.

The Employer will provide a letter to the Union confirming that insurance is complete.

Such indemnification will not apply if the Employer determines that the Employee failed to act in good faith while performing their duties and responsibilities.

LETTER OF UNDERSTANDING #9

BETWEEN BETHANY CARE SOCIETY
AND
THE ALBERTA UNION OF PROVINCIAL EMPLOYEES

RE: ALLOCATION / DISPENSING DRUGS

The Employer accepts all responsibility for all prescription drugs and/or medicines held on the premises that are not under the immediate control of the respective prescribed resident, and shall not hold liable any Employee covered by this collective agreement for any incident occurring related to such prescription drugs and/or medicines, if such Employee is operating under Alberta Health Services Programs and guidelines.

LETTER OF UNDERSTANDING #10

BETWEEN BETHANY CARE SOCIETY
AND
THE ALBERTA UNION OF PROVINCIAL EMPLOYEES

RE: REGULATION OF HEALTH CARE AIDES

WHEREAS the Government of Alberta introduced legislation in December 2020 to regulate the Health Care Aides (HCA) in Alberta under the *Health Professions Act*; and

WHEREAS the HCAs are currently registered on the Health Care Directory; and

WHEREAS the date of regulation has not been announced and is therefore unknown to the

Parties;

THEREFORE, should the Government institute regulation of HCAs during the course of this Collective Agreement, the Parties agree to the following:

1. The Parties agree to meet within sixty (60) days of the legislation coming into full force and effect to discuss the negotiation and application of the Articles of Collective Agreement which may apply if HCAs are declared “health professionals” including but not limited to:
 - a. Article 2 – Definitions;
 - b. Article 36 – Discipline and Dismissal
 - c. Article 43 – Professional Registration Fees
 - d. Any other Article that may be directly affected by the change in regulation.
2. The re-negotiation of the Articles set out in #1, shall be limited to the effect of the change in status of the HCAs.

LETTER OF UNDERSTANDING #11

BETWEEN BETHANY CARE SOCIETY
AND
THE ALBERTA UNION OF PROVINCIAL EMPLOYEES

RE: WAGE GRID ALIGNMENT – AIRDRIE & COCHRANE

Effective the date of ratification, the wage grid for Licensed Practical Nurse for Airdrie and Cochrane changes from a six (6) step grid to an eight (8) step grid. An Employee shall not suffer a reduction in their basic rate of pay as a result of the implementation of the change to an eight (8) step grid. An Employee whose basic rate of pay exceeds the basic rate of pay for the wage step of their classification as of the date of ratification shall have their basic rate of pay maintained (“red-circled”) until they receive an increment to the next wage step.

The following employees currently at Step 2 shall be red-circled at the April 1, 2023 Step 2 rate of \$28.88 until they have the required increment hours to move to Date of Ratification Step 3 rate of \$29.94:

Employee ID	Start date
59773	2023-05-04
59938	2016-06-28
60641	2018-09-24
62167	2021-12-30
61682	2020-10-14
62063	2021-09-20

The following employees currently at Step 3 shall be red-circled at the April 1, 2023 Step 3 rate of \$30.24 until they have the required increment hours to move to Date of Ratification Step 4 rate of \$31.11:

Employee ID	Start date
60970	2023-04-28
62301	2022-04-18
62962	2023-05-18

59999	2020-04-01
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The following employees currently at Step 4 shall be red-circled at the April 1, 2023 Step 4 rate of \$31.19 until they have the required increment hours to move to Date of Ratification Step 5 rate of \$32.27:

Employee ID	Start date
59921	2016-06-16
62009	2021-07-12
62232	2022-02-22
58736	2012-03-17

The following Casual Employee currently at Step 5 shall be red-circled at the April 1, 2023 Step 5 rate of \$34.45 until they have the required increment hours to move to Date of Ratification Step 7 rate of \$34.73:

Employee ID	Start date
58568	2011-07-13

The following Regular Employees currently at Step 5 shall be red-circled at the April 1, 2023 Step 5 rate of \$34.45 until they have 10,113.75 increment hours when they will move to Step 8:

Employee ID	Start date
60223	2017-07-07
59936	2016-07-07

The following employees currently at Step 6 shall move to Step 8 effective the Date of Ratification:

Employee ID	Start date
24266	1994-06-27
53744	1997-12-10
62021	2021-07-27
40229	1988-12-05
53161	1995-06-13
58816	2012-06-25

LETTER OF UNDERSTANDING #12

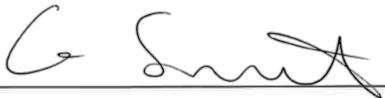
BETWEEN BETHANY CARE SOCIETY
AND
THE ALBERTA UNION OF PROVINCIAL EMPLOYEES

RE: LUMP SUM PAYMENT - RECOGNITION FOR SERVICES RENDERED DURING THE COVID-19 RESPONSE

1. On the pay period following the Date of Ratification, each Employee shall be issued a one-time premium payment of 1.0% of the Basic Rate of Pay for all hours actually worked between January 1, 2021 and December 31, 2021.
2. For the purposes of this one time lump sum payment "regular hours actually worked" includes:
 - (a) Leaves of absence for Union business;

- (b) Other leaves of absence of one (1) month or less;
- (c) Time on sick leave with pay;
- (d) Absences while receiving Workers' Compensation;
- (e) Educational leave up to twenty-four (24) months; and
- (f) Maternity, Parental, Compassionate/Terminal Care, parents of Critically Ill Child and Death or Disappearance of Child Leaves.

ON BEHALF OF ALBERTA UNION
OF PROVINCIAL EMPLOYEES



April 16, 2024

DATE

ON BEHALF OF BETHANY CARE
SOCIETY



Jennifer McCue
President and CEO

2024.04.11

DATE