



## **Collective Agreement**

**Between**

**The Brenda Strafford Foundation Ltd.  
(Clifton House)  
(Wentworth Manor)**

**and**

**Alberta Union of Provincial Employees  
Local 084 Chapters 021 & 022**

**Expires March 31, 2024**

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THIS COLLECTIVE AGREEMENT entered into this \_\_ day of \_\_\_\_\_ 2024

BETWEEN:

The Brenda Strafford Foundation Ltd.  
(hereinafter called the “Employer”)  
Party of the First Part

- and -

THE ALBERTA UNION OF PROVINCIAL EMPLOYEES  
(hereinafter called the “Union”)  
Party of the Second Part

#### **PREAMBLE AND PURPOSE**

WHEREAS: The Employer and the Union desire to establish and maintain conditions which will promote a harmonious relationship between the Employer and the Employees covered by the terms of this Collective Agreement and desire to provide methods of fair and amicable adjustment of disputes which may arise between them.

THIS COLLECTIVE AGREEMENT shall be interpreted and applied in accordance with the laws of the Province of Alberta.

THE EMPLOYER RECOGNIZES the Union as the sole agency for the purposes of the collective bargaining for employees when employed by the Employer, the Brenda Strafford Foundation Ltd., as set forth in Certificate No. 31-2018 issued by the Alberta Labour Relations Board (described as all employees at Wentworth Manor when employed in auxiliary nursing care).

THE EMPLOYER RECOGNIZES the Union as the sole agency for the purposes of the collective bargaining for employees when employed by the Employer, the Brenda Strafford Foundation Ltd., as set forth in Certificate No. 2039-2022 issued by the Alberta Labour Relations Board (described as all employees of Clifton House when employed in auxiliary nursing care). In addition to the positions of Health Care Aide and Licensed Practical Nurse, positions subject to voluntary recognition by the Employer for inclusion in the bargaining unit at Clifton House, as of the date recognized for voluntary certification, August 23, 2005: Certified Therapy Aide, Certified Recreation Aide, Receptionist, and Certified Unit Clerk.

## ARTICLE 1 – TERM OF COLLECTIVE AGREEMENT

- 1.01 Except where otherwise stated in this Collective Agreement, this Collective Agreement shall be in force and effect from and after the date upon which the Union and the Employer exchange notice of ratification by their respective principles of the terms of this Collective Agreement up to and including March 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 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 the new Collective Agreement has been ratified by both Parties or until the requirements of the Alberta *Labour Relations Code* have been met.
- 1.03 The Parties hereto acknowledge that this Collective Agreement constitutes a valid and accurate representation of the terms and conditions of employment as agreed upon and that further such Collective Agreements may be varied in writing at any time upon mutual agreement between the Parties.
- 1.04 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, or by receipted courier, or by facsimile addressed in the case of the Employer to:
- Vice President, People, Culture and Belonging  
The Brenda Strafford Foundation  
4628 Montgomery Boulevard NW  
Calgary, Alberta T3H 0K7
- and in the case of the Union to:
- The President  
Alberta Union of Provincial Employees  
10025 182 Street NW  
Edmonton AB, T5S 0P7  
FACSIMILE # - 780- 930- 3312
- 1.05 (a) 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.
- (b) 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.

- 1.06 In the event that there is a conflict between the contents of this Collective Agreement and any policy, standard, rule or order made by the Employer, or on behalf of the Employer, this Collective Agreement shall take precedence over the said policy, standard, rule or order.

## **ARTICLE 2 – UNION-MANAGEMENT COMMITTEE**

- 2.01 The Parties recognize the benefits which can be derived from a Union Management Committee. A local Union/Management Committee for each bargaining unit shall be established to deal with matters of mutual concern and will meet for up to three (3) hours, once every calendar year quarter, at the regularly scheduled appointed time or within ten (10) days of receiving a written description of an issue related to resident care.
- 2.02 The desired functions of the Union Management Committee are to examine, make recommendations and solve problems regarding the concerns of the Employees relative to professional responsibility, resident care, staffing, workload and other matters related to employment.
- 2.03 The Committee shall be comprised of representatives of the Chapter and the Employer with a maximum of three (3) Employer representatives and three (3) Union Members. It is understood that the Employees who represent the Chapter on the Committee will be employed at the facility.
- 2.04 The Committee will be chaired on a rotational basis by a union member and an Employer representative who will have the responsibility to prepare and circulate a tentative agenda prior to the meeting. Minutes of each meeting will be kept by the Chair and, once approved by both Parties, they will be posted on the Union bulletin board.
- 2.05 An Employee shall be paid the Basic Rate of Pay for attendance at these Committee meetings. Every reasonable effort will be made to schedule meetings during the regularly scheduled shifts of the Committee members.
- 2.06 All correspondence between the Parties will flow between the designated Membership Services Officer (MSO) and the Director, Human Resources.

## **ARTICLE 3 – MANAGEMENT RIGHTS**

- 3.01 The Employer retains all rights not otherwise abrogated or restricted by this Collective Agreement.
- 3.02 Without limiting the generality of the foregoing, the Union acknowledges that it shall be the right of the Employer to operate and manage its business, including the right to:
- (a) maintain order, discipline, efficiency, and to make, alter and enforce rules, regulations, directives, policies, procedures, and to apply conditions of employment which shall become effective when posted which are not in conflict with any provision of this Collective Agreement. The Employer shall also have the sole, absolute and exclusive right to impose appropriate discipline for the violation of these rules, regulations, directives, policies,

procedures and conditions of employment;

- (b) direct the work force 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 or lay-off and recall Employees;
- (d) demote, discipline, suspend or discharge an Employee for just cause.

#### **ARTICLE 4 – NO DISCRIMINATION / HARASSMENT / BULLYING / VIOLENCE**

4.01 The Employer and Union agree to abide by the *Alberta Human Rights Act* as amended. It is agreed there shall be no discrimination, restriction or coercion exercised or practiced on the part of the Employer or the Union with respect of any Employee by reason of age, race, colour, religious beliefs, gender, gender identity, gender expression, sexual orientation, physical disability, mental disability, ancestry, place of origin, source of income, family status, marital status or any other prohibited grounds provided in the *Alberta Human Rights Act*;

Nor by reason of membership or non-membership or activity in the Union and nor in respect of an Employee or Employer's exercising any right conferred under this Collective Agreement or any law of Canada or the province of Alberta.

For the purposes of this Article, the Parties agree that the defenses and definitions of the aforementioned *Act* are applicable.

4.02 The onus is on the Employer to demonstrate a bona fide occupational requirement, subject to the duty to accommodate to the point of undue hardship.

#### **WORKPLACE FREE FROM DISCRIMINATION AND HARASSMENT**

- 4.03
- (a) The Union and the Employer recognize the right of the Employees to work in an environment free from harassment, abuse and discrimination, and support a policy of zero tolerance for violence in the workplace. The Employer shall have harassment and violence policies available to all Employees. Should the Employer change, modify or remove the policies, the Union will be notified forthwith.
  - (b) When an incident of workplace harassment or discrimination is alleged, it shall be investigated in accordance with the Employer policy in an objective, timely and sensitive manner.
  - (c) The Manager, or a Human Resource representative, shall ensure that the complainant and respondent are informed of the outcome of the harassment or discrimination investigation.
  - (d) There shall be no unwelcome physical or verbal conduct by either party that demeans, belittles, intimidates, causes harm, personal humiliation or embarrassment.



- (e) The Employees shall acknowledge receipt of the Employer's violence and harassment policies.
- (f) Normal disciplinary measures and the appropriate management of work shall not constitute harassment.

**WORKING ALONE**

4.04 The Union and Employer recognize the right of Employees to work in a safe and secure environment and support a policy of addressing 'working alone' in the workplace. The Employer shall have a Safe Working Alone Policy available to all Employees. Should the Employer modify or remove the policy, the Union will be notified forthwith.

**DIVERSITY RECOGNITION**

4.05 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 while working on Employer paid time or as otherwise required for the care of resident.

While on rest and meal breaks and other unpaid time, the Employee(s) may speak any language in the staff room or outside the building.

**PRIVACY**

4.06 The Employer shall have a Privacy Policy available to all Employees. Should the Employer modify or remove the policy, the Union will be notified forthwith.

**ARTICLE 5 – UNION RECOGNITION, UNION MEMBERSHIP, AND PAYMENT OF DUES**

5.01 The Employer acknowledges that the Union has exclusive authority to bargain collectively on behalf of the Employees in the unit for which it is certified and to bind them by a Collective Agreement.

5.02 The Employer will, as a condition of employment, deduct from the Basic Salary of each Employee covered by this Collective Agreement dues as determined by the Union.

The Union acknowledges that the deduction of amounts equal to the dues does not constitute membership in the Union and membership in the Union shall continue to be voluntary.

5.03 Deductions of the dues for all Employees shall commence with the first pay period of employment.

Consistent with the payroll system of the Employer, the Union will advise the Employer of the 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 twenty-eighth (28<sup>th</sup>) day of the month following.

The remittance shall be accompanied by a list specifying the following:

- (a) the Employee's name;
- (b) mailing address;

- (c) classification;
- (d) Employee status (Regular Full-time, Regular Part-time, Temporary, or Casual);
- (e) Basic Rate of Pay;
- (f) the amount of deduction for each Employee;
- (g) the Employee's regular pay;
- (h) personal phone number and electronic mail address;
- (i) Employee number;
- (j) starting date;
- (k) a separate listing of Employees absent for more than six (6) months;
- (l) a separate listing of all Casual Employees including the name of the Employee, total hours worked and date of hire.

Such lists shall indicate newly hired Employees and terminated Employees.

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

Where an accounting adjustment is necessary to correct an over or under payment of dues, it shall be achieved in the succeeding month.

- 5.05 The Employer shall indicate the dues deducted and enter the amount on the T-4 slip supplied to the Employee.
- 5.06 No Employee shall be required or permitted to make any written or verbal agreement, which may be in conflict with this Collective Agreement.
- 5.07 This Collective Agreement will not apply to persons who are agreed between the parties to be excluded from the bargaining unit, or who have been determined by the Labour Relations Board to be excluded under the provisions of the *Labour Relations Code*.
- 5.08 (a) Employees whose jobs are not in the bargaining units covered by this Collective Agreement shall not perform bargaining unit work, except for purposes of instruction, in an emergency and provided that the act of performing the aforementioned work does not displace any bargaining unit Employee or reduce the hours of work or pay of any Employee.
- (b) An emergency is defined as any unexpected situation that arises that prohibits the Employer from providing the normal standard of service or endangers the well-being of the residents.
- 5.09 (a) For the purposes of this Collective Agreement, the Union will be represented by its properly appointed officers. The Union shall provide the Employer with a current list of the officers' names.
- (b) The Employer shall grant Union Representatives access to its premises for Union business subject to the approval of the Executive Director or their designate.

- (c) Union membership meetings may be held on Employer premises subject to the approval of the Employer.
  - (d) While acknowledging the responsibility for safety in the workplace, the Employee shall have the right to wear or display the recognized insignia of the Union, however, no such insignia larger than a lapel pin or button shall be worn while on duty. No Union insignia shall be displayed on the Employer's equipment or sites.
- 5.10 Where the Employer determines it is necessary to transfer, assign, contract, sub-contract or outsource any work, function(s), duties, responsibilities performed by Employee(s), the Employer shall notify the Union with as much notice as possible but in any event, not less than ninety (90) days in advance of such change and the Employer shall meet, discuss and consult with the Union prior to such change to discuss options and mitigate the effects upon Employee(s). The Employer shall consider any and all reasonable measures regarding the interests of affected Employee(s).
- 5.11 This Collective Agreement shall not apply to students employed by the Employer through a work practicum, work placement, cooperative experience program or special federal or provincial funded program(s). Students shall not displace Regular, Temporary or Casual Employees and the employment of students shall not result in the position abolishment or layoff of any Employee.
- 5.12 It shall be the responsibility of the Employee to keep the Employer informed of their current mailing address, in case it is necessary to notify the Employer of any matter under this Collective Agreement. Notices may be given personally, or by registered mail addressed to the Employee at their last known address shown on the payroll system. Such notice shall be deemed to have been given on the date the notice was hand delivered or registered with the Postal Authorities or by electronic mail.

**ARTICLE 6 – DEFINITIONS AND APPLICATION OF THE COLLECTIVE AGREEMENT**

- 6.01 Employee shall mean a person covered by this Collective Agreement and employed by the Employer. At the time of hire the employment status of each Employee will be determined in accordance with the following:
- (a) A "Regular Employee" is one who is hired to work on a Full-time or Part-time basis on a regularly scheduled shift of a continuing nature:
    - (i) a "Full-time Employee" is one who is hired to work regularly scheduled shifts, whose hours of work are the full hours specified in Article 9 - Hours of Work of this Collective Agreement;
    - (ii) a "Part-time Employee" is one who is hired to work regularly scheduled shifts, whose hours of work are less than those specified in Article 9 - Hours of Work of this Collective Agreement.
  - (b) "Casual Employee" is one who:
    - (i) is hired to work on a call-in basis and is not regularly scheduled; or
    - (ii) is hired to work on a scheduled basis for a period of three (3) months or less for a specific job; or
    - (iii) is hired to work on a scheduled basis for a period of three (3) months or

less to relieve for an approved leave of absences; and,  
(iv) does not accumulate seniority and is not entitled to any benefits except those required by the *Employment Standards Code* or specified in other Articles of the Collective Agreement.

- (c) A "Temporary Employee" is one who is hired to work on a temporary basis for a Full-time or Part-time position for:
- (i) a specific job of more than three (3) months but less than twelve (12) months duration; or
  - (ii) replacement of a Full or Part-time Employee who is on an approved Leave of Absence for a period of more than three (3) months but less than eighteen (18) months duration; or
  - (iii) replacement of a Full 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 but less than eighteen (18) months duration, unless a longer duration is agreed in writing by the Union and Employer.

A Temporary Employee does not accumulate seniority.

A Temporary Employee shall be eligible to apply for any vacancies posted during the term of the temporary assignment.

- (d) Alteration of employment status thereafter will be regulated by the terms of this Collective Agreement.

6.02 "Vacation" shall mean annual vacation with pay.

6.03 "Vacation Year" shall mean the twelve (12) month period commencing on the first (1st) day of April in each calendar year and concluding on the thirty-first (31st) day of March of the following calendar year.

6.04 "Shift" shall mean a daily schedule of hours of work exclusive of overtime hours.

6.05 "Basic Rate of Pay" shall mean the applicable step in the Employee's classification as set out in the Wage Grid, exclusive of any premium payments or allowances.

6.06 "Employer" shall mean the Brenda Strafford Foundation Ltd..

6.07 "Continuous Service" shall mean the period of employment commencing on the latest date of employment for an Employee within the bargaining unit that is not interrupted by termination or dismissal.

6.08 "Bargaining unit" shall mean the unit of Employees as described on the Labour Relations Board Certificate.

6.09 "Local" means a Local of AUPE.

6.10 "Code" means the *Labour Relations Code*, as amended from time-to-time.

6.11 "Status" shall mean Regular Full-time, Regular Part-time, Temporary or Casual.

6.12 "Position" means the status, classification and the full- time equivalency (FTE).

- 6.13 "Classification" means a group of positions having sufficient common characteristics that they are assigned a common title and compensation treatment.
- 6.14 "FTE" is full-time equivalent and means the ratio of the scheduled hours for the position averaged over the shift cycle held by the Employee to the normal Full-time bi-weekly hours defined at Article 9 - Hours of Work in this Collective Agreement.
- 6.15 "Union" shall mean the Alberta Union of Provincial Employees (AUPE). In the event of a change of name of the aforementioned Union, the subsequent name shall be recognized.
- 6.16 "Union Representative" means a representative from the Union authorized by the Union to act on behalf of an Employee.
- 6.17 "Union Steward" shall mean the official representative of the Union on the worksite and shall be elected or appointed from the Employees covered under this Collective Agreement.
- 6.18 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.
- 6.19 The words "bi-weekly" shall mean the two calendar weeks constituting a pay period. A pay period commences on Sunday and ends on Saturday.
- 6.20 Gender, gender identity and gender expression shall mean and include the masculine, the feminine or both or neither and similarly, the singular shall include the plural and vice-versa, as applicable.
- 6.21 (a) "Licensed Practical Nurse" (LPN) means a person who is registered as a licensed practical nurse and who holds a current practice permit pursuant to the *Health Professions Act* and Regulations.
- (b) "Health Care Aide" (HCA) is an Employee who has successfully completed and holds a recognized certificate as a Health Care Aide. Only Employees holding a recognized certification as a Health Care Aide shall be employed as a Health Care Aide.
- 6.22 Shift schedule is the regularly consecutive hours of scheduled work for each Employee which occur in any twenty-four (24) hour period.
- 6.23 Master rotation is the master work schedule of off-duty and on-duty shifts which rotates a consistent pattern of shifts that repeats itself.

#### **ARTICLE 7 – PROBATIONARY PERIOD**

- 7.01 A newly hired Employee (other than a Licenced Practical Nurse) shall serve a probationary period of four hundred and eighty-seven point five (487.50) 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 four hundred and eighty-seven point five (487.50) hours worked,

exclusive of overtime hours worked.

A newly hired Licensed Practical Nurse shall serve a probationary period of five hundred and 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 and three point seven-five (503.75) hours worked, exclusive of overtime hours worked.

- 7.02 During the probationary period the Employer will meet with the new Employee to review their progress to date, including any areas that may require improvement. If the probationary Employee believes the review is unfair, the Employee may request and shall be granted a further meeting with the Employer.
- 7.03 On or before the expiry date of a new Regular Employee's probationary period the Employer will notify the Employee in writing that:
- (a) The Employee will receive a permanent position; or
  - (b) The Employee will be terminated and the termination shall not be the subject to the grievance procedure.
- 7.04 During the probationary period, the Employee may be terminated for any reason, without just cause and without termination notice or pay in lieu thereof (except as may be required by the provisions of the *Alberta Employment Standards Code*). The Employer shall provide a reason for the termination to the Employee. The Employee shall not have recourse to the Grievance Procedure set out in this Collective Agreement with respect to termination.
- 7.05 During the Probationary Period, an Employee shall accrue sick leave and vacation entitlement benefits but shall not be entitled to use such benefits until the successful conclusion of the probationary period.

#### **ARTICLE 8 – IN-SERVICE EDUCATION PROGRAMS, PROFESSIONAL DEVELOPMENT AND ORIENTATION**

- 8.01 The Parties to this Collective Agreement recognize the value of continuing In-Service Education for Employees in those classifications covered by this Collective Agreement, and that the responsibility for such continuing in-service education lies not only with the Employee but also with the Employer.
- For purposes of this Collective Agreement, "In-Service Education" includes the following: on-unit orientation; the acquisition and maintenance of essential skills; and, other programs, which may or may not be offered by the Employer.
- 8.02 The Employer reserves the right to identify specific In-Service Education sessions as being compulsory for Employees. Compulsory in-service education programs shall be attended while the Employee is on duty and the Employee shall be paid for such sessions at their Basic Rate of Pay for the full session.
- The following In-Service Education sessions shall be compulsory and provided to the Employee on an annual basis:
- (a) emergency preparedness, pandemic preparedness and service continuity;
  - (b) occupational health and safety including safe lifts and transfers;

- (c) Workplace Hazardous Materials Information System (WHMIS);
- (d) Person Centered Care;
- (e) Protection for Persons in Care;
- (f) prevention, recognition and management of Responsive Behaviours; and
- (g) infection prevention and control practices.

In addition, cardiopulmonary resuscitation (CPR) is provided to Licensed Practical Nurses every two (2) years.

- 8.03 The Employer shall have the right to make available other compulsory and optional In-Service Education programs as deemed appropriate for the purposes of maintaining proficiency.
- 8.04 Employees who, with prior approval of their Supervisor, attend In-Service Education programs which are not identified as compulsory by the Employer, shall suffer no loss of regular earnings for attending such programs.
- 8.05 The Employer shall provide Regular Full-time and Regular Part-time Employees with a paid day off, on annual basis, to attend an education program that the Employee and the Employer agree is mutually beneficial. The Employee shall submit their request to attend such education programs two (2) weeks in advance of the program. The request shall be submitted in writing. The Employee shall be paid at their Basic Rate of Pay and for the regular number of hours for which they are scheduled to work for one (1) day.
- 8.06 **COMPUTER BASED EDUCATION**  
The Employer may provide In-Service Education programs through computer based modules. Employees are required to attend any such programs, during paid work time, and shall be paid their Basic Rate of Pay for attendance. The Employer shall ensure computer based spaces are available.
- ORIENTATION**
- 8.07 The Employer shall provide a paid orientation for all Employees, including:
- (a) orientation for shift pattern(s) (days, and /or evenings, and /or nights) that the Employer assigns the Employee to work; and
  - (b) specific unit assignment orientation (like dementia) for Regular Employees; and
  - (c) Medication Administration orientation as required; and
  - (d) the Employee's first (1st) three (3) shifts of resident care "on the floor" shall be under the guidance of a mentor; and
  - (e) during the orientation period new Employees shall be above the normal staff complement.
- 8.08 Additional orientation requested by an Employee will not be unreasonably denied.
- 8.09 An Employee, absent for six (6) months or transferred to a new program, shall be provided with appropriate re-orientation, the form and duration of which shall be determined in consultation between the Employee and the immediate supervisor.
- 8.10 A representative of the Union or designate shall make a presentation of up to thirty (30) minutes during the paid orientation of new Employees. Attendance at the presentation shall be compulsory.

## ARTICLE 9 – HOURS OF WORK

- 9.01 Work Schedule for Employees, including Casual and Temporary, working a regular workday:
- (a) (i) maximum daily hours of work - seven and one-half (7 1/2) hours for all occupational classifications except Licensed Practical Nurse;
  - (a) (ii) maximum daily hours of work for Licensed Practical Nurse shall be seven and three-quarters (7 3/4) hours.
  - (b) "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.
  - (c) Maximum days of work before scheduled days of rest - six (6) calendar days;
  - (d) Averaged hours per week over one (1) complete cycle of the shift schedule shall be:
    - (i) for all occupational classifications, except Licensed Practical Nurse thirty-seven and one half (37 1/2) hours;
    - (ii) for Licensed Practical Nurse thirty-eight and three quarters (38 3/4) hours.
  - (e) minimum consecutive days of rest - one (1) calendar day per week;
  - (f) hours off duty between shifts - fifteen (15), unless mutually agreed by the Employee and the Employer;
  - (g) The master rotation and work schedules will cover a defined period of not greater than four (4) weeks or six (6) weeks as applicable by classification.
- 9.02 Employees, including Casual and Temporary, shall be allowed:
- (a) one (1) paid fifteen (15) minute rest period for each shift of four (4) hours;
  - (b) two (2) paid fifteen (15) minute or one (1) paid thirty (30) minute rest period for each shift of seven and one-half (7.5) hours or more;
  - (c) one (1) unpaid thirty (30) minute meal break for each shift in excess of five (5) hours.
- 9.03 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.
- If an Employee is recalled to duty or if the Employer requires an Employee to work 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 the overtime rate in Clause 10.03; or
  - (ii) for a meal period for which the Employee is entitled to be paid at the overtime rate in Clause 10.03.



9.04 The Employer shall post shift schedules four (4) weeks in advance of their effective date.

#### SHIFT SCHEDULES

- 9.05
- (a) Unless mutually agreed otherwise, Employees shall receive two (2) weekends off in a four (4) week shift cycle.
  - (b) "Weekend" shall mean a Saturday and the following Sunday, assuring a minimum of fifty-five point seventy-five (55.75) hours off duty.
  - (c) Certified Therapy Aides and Employees in the Adult Day Program (ADP) work Monday to Friday and do not work weekends.
  - (d) 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.
  - (e) The first (1st) shift of the working day shall be the one wherein the majority of the hours worked fall between twenty-three hundred (2300) hours and zero seven hundred (0700) hours.
  - (f) When an Employee reports for work as scheduled and is directed by the Employer to leave or return to work for a later shift, the Employee shall be compensated for the inconvenience by a payment equivalent to three (3) hours pay at their Basic Rate of Pay.
  - (g) A Regular Employee shall not be scheduled to work more than two (2) different shifts between scheduled days off except as may be mutually agreed between the Employer and the Employee.

#### ADDITIONAL SHIFTS

9.06 Regular Part-time and Casual Employees shall have access to work additional shifts (pick up shifts) that become available due to illness or other causes.

Regular Part-time and Casual Employees must submit their availability to work additional shifts to be considered for available shifts.–

9.07 Casual Employees may work seven (7) days before a scheduled day of rest provided that their bi-weekly hours do not exceed seventy-five (75) in a pay period for all classifications except Licensed Practical Nurse or seventy-seven point five (77.5) for Licensed Practical Nurse.

9.08 The Employer shall offer and schedule replacement staff on a fair and equitable basis, for vacancies due to illness or other causes, to:

- (a) firstly from the Regular Part-time Employees availability calendar on the basis of seniority; and
- (b) then secondly from the Casual Employees availability on the basis of total hours worked.

The Employer may then fill such vacancies from external employment agencies.

9.09 Except for Casual Employees, once a schedule has been posted, no changes shall be made to the schedule by either the Employer or the Employee except by mutual agreement or in accordance with the shift exchange.

When the Employer requires a change in the scheduled days of work or scheduled days of rest with less than fourteen (14) calendar day notice, the Employee shall be paid at two times (2x) for all hours worked on the first shift of the changed schedule.

When the Employer requires a change in the shift schedule with less than fourteen (14) calendar days notice, the Employee shall be paid at two times (2x) for all hours worked on the first shift.

#### SHIFT EXCHANGE

- 9.10 In the event that an Employee wishes to trade shifts with another Employee, the Employee seeking to trade a shift, will submit their request to their manager.

The provisions of Clause 9.01, Sub-Clause (f), hours off duty between shift changes, shall be waived by the mutual consent of the Employees involved in the shift exchange and by the Employer.

The Employees shall not be entitled to the payment of overtime for the hours worked during traded shifts.

- 9.11 Notwithstanding the provisions of this Article, in the event that the parties wish to implement additional optional scheduling parameters, a new scheduling parameter may be mutually agreed to in writing between the Employer and the Union.

- 9.12 On the day 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 on one (1) hour in the shift involved shall be effected with the appropriate deduction in regular earnings.

- 9.13 Optional scheduling provisions may be mutually agreed to in writing between the Employer and the Union.

### ARTICLE 10 – OVERTIME

- 10.01 Overtime is all time authorized by the Employer and worked by an Employee in excess of:

- (a) seven and one-half (7 1/2) hours for all classifications except Licensed Practical Nurse or;
- (b) seven and three-quarters (7 3/4) hours for Licensed Practical Nurse; in any one (1) shift. Overtime shall be paid at the rate set out in Clause 10.03 of this Collective Agreement.

- 10.02 It is the right of the Employer to determine when overtime is necessary and the length of time it is required.

The Employer shall designate an individual at the site who may authorize overtime. The Employer shall not unreasonably deny authorization after the fact for overtime worked where such overtime has arisen as a result of unforeseeable circumstances in which it is impossible to obtain prior authorization.

- 10.03 Overtime for Employees at Wentworth Manor shall be paid at the rate of one and one half times (1.5x) the Employee's Basic Rate of Pay until the start of the first pay period following March 31, 2024, when the overtime shall be paid at the rate of two times (2X) the Employee's Basic Rate of Pay.
- Overtime for Employees at Clifton House shall be paid at the rate of two times (2X) the Employee's Basic Rate of Pay.
- 10.04 If an Employee is called back to work by the Director of Care, or their designate, after completing their regular shift or on their regularly scheduled day of rest, the Employee shall be paid for a minimum of three (3) hours or for the actual hours worked if they exceed three (3) hours, at the overtime rate of pay set out in Clause 10.03 of this Collective Agreement.
- 10.05 If the Employee is called in for a shift on short notice or after the shift has begun, the Employee shall receive pay for the full shift even though they are unable to start the shift at the scheduled beginning of the shift, provided that the length of time between being called for the shift and reporting for duty does not exceed one (1) hour.
- 10.05 If an Employee is required to work overtime in excess of three (3) hours past the Employee's first straight-time shift-ending time, the Employee will be provided with a meal at no cost.

#### **ARTICLE 11 – SICK TIME**

- 11.01 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 or for quarantine by a Medical Officer of Health.
- (a) A Regular Employee's sick time entitlement is earned at one (1) day per month to a total accrual of twelve (12) days in each year from April first (1st) to March thirty-first (31st).
- (b) Regular Part-time Employees' sick time entitlement shall be calculated on a pro-rata basis based on the number of hours the Employee worked in the pay period.
- (c) For Employees at Wentworth Manor, sick time remaining unused at the end of the year shall be carried forward into the next year to a maximum accrual of sixty (60) days.
- For Employees at Clifton House, sick time remaining unused at the end of the year shall be carried forward into the next year to a maximum accrual of one hundred and twenty (120) days.
- 11.02 (a) An Employee granted sick leave shall be paid, at the Employee's Basic Rate of Pay for regularly scheduled shifts absent 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.
- (b) Sick time shall be paid only if the Employee has sick time accrued. Sick time taken in excess of what the Employee has accrued shall not be paid and shall

not be held to be paid out of future sick time entitlements.

- (c) Leave of absence without pay may be granted to an Employee who does not qualify for sick leave or who is unable to return to work at the termination of the period for which sick leave is granted.

- 11.03 Sick time taken during a new Employee's probationary period shall not be paid until said Employee has completed their probationary period and then it shall be paid only to the extent of the sick time earned and accrued during that period.
- 11.04 The Employer has the right to question sick time claimed. Employees who make regular use of sick time shall have their attendance monitored by the Employer and the Employer may request that a Doctor's note be provided upon return to work or that the Employee attend, at no cost to the Employee, the Employer's medical consultant to determine whether or not the Employee is able to undertake the full duties and responsibilities of their position.
- 11.05 Sick time entitlement shall not be earned by an Employee who is off work and receiving benefits from the Workers' Compensation Board, Employment Insurance, or Short Term Disability Insurance.
- 11.06 If an Employee requires time off for the purpose of attending to a family illness, provided they have been given prior authorization by the Employer, such absence shall be charged against their accumulated sick leave to a maximum of three (3) days with pay per calendar year. Employees may be required to submit satisfactory proof of such illness.
- 11.07 When a Regular Employee receives a referral for an appointment with a Canadian Physician practicing in a medical specialty, or an appointment for a second medical opinion or examination, the Employee may utilize sick leave credits where the time required for attendance at the appointment conflicts with the Employee's normal work schedule.
- 11.08 An incentive for perfect attendance by Employees is offered by the Employer to all Regular Full-time and Regular Part-time Employees as follows:
  - (a) If an Employee works for twelve (12) consecutive months, from January 1 to December thirty-first (31st), without being absent from work for any reason the Employee shall earn three (3) days off with pay or three (3) days pay in lieu of the time off.
  - (b) The amount of time off or payment in lieu of time off earned by a Regular Part-time Employee shall be calculated on a pro-rata basis based on the number of hours the Employee worked in the consecutive twelve (12) month period.

## ARTICLE 12 – NAMED HOLIDAYS

- 12.01 Full-time Employees shall be paid for the following as Named Holidays:
- (a) New Year's Day;
  - (b) Family Day;
  - (c) Good Friday;
  - (d) Victoria Day;
  - (e) Canada Day;
  - (f) August Heritage (Civic) Holiday;
  - (g) Labour Day;
  - (h) National Day for Truth and Reconciliation;
  - (i) Thanksgiving Day;
  - (i) Remembrance Day;
  - (j) Christmas Day; and
  - (k) Boxing Day.
- and any other day proclaimed to be a holiday by the Government of the Province of Alberta or the Government of Canada.
- Any of the following faith based named holidays:  
    Good Friday  
    Christmas Day
- may be exchanged and substituted, within the same calendar year without any loss, for any religious holiday of ones' own faith at the request of the Employee. The Employee shall provide at least thirty (30) calendar days' notice of the request.
- 12.02 To qualify for a Named Holiday with pay an Employee must:
- (a) work for the Employer for a total of thirty (30) days in the twelve (12) months preceding the holiday;
  - (b) work the scheduled shift immediately preceding and immediately following the holiday except where the Employee is absent due to illness or other reasons acceptable to the Employer;
  - (c) work on the holiday when scheduled or required to do so.
- 12.03 An Employee will not qualify for a Named Holiday with pay if:
- (a) the Employee is on an unpaid leave of absence;
  - (b) the Employee is receiving benefits from the Workers' Compensation Board, Employment Insurance, Short Term Disability Insurance, or Long Term Disability Insurance.
- 12.04 If a Named Holiday falls on a day that would, but for the holiday, have been a working day for the Regular Full-time and Part-time Employee and the Regular Full-time and Part-time Employee is not required to work, the Employer shall pay the Employee for that day at their Basic Rate of Pay.
- 12.05 If an Employee at Wentworth Manor is required to work on a Named Holiday, the Employer shall pay the Employee at the rate of one and one half times (1.5x) their Basic Rate of Pay for all hours worked on that day.

If an Employee at Clifton House is required to work on a Named Holiday, the Employer shall pay the Employee at the rate of two times (2.0x) their Basic Rate of Pay for all hours worked on that day.

In addition, a Full-time Employee shall receive an alternate day off with pay at a mutually agreeable time. If there is no mutual agreement on an alternate day off within thirty-one (31) calendar days following the Named Holiday, the Full-time Employee shall receive payment for such day at their Basic Rate of Pay.

- 12.06 If a Named Holiday falls within a Regular Full-time and Part-time Employee's annual vacation and the holiday is one to which the Employee would have been entitled if they had not been on vacation, the Employer shall:
- (a) grant the Regular Full-time and Part-time Employee an additional day off with pay, which may be added to the Employee's annual vacation; or
  - (b) grant the Regular Full-time and Part-time Employee an additional day off with pay at a mutually agreeable time;
  - (c) failing mutual agreement on an alternate day off within thirty-one (31) calendar days following the Named Holiday, the Employee shall receive payment for such day at their Basic Rate of Pay.
- 12.07 Part-time Employees and Casual Employees shall be paid, in addition to their regular earnings, an amount equal to five (5.0%) percent of their regular earnings including vacation pay, named holiday pay and sick leave pay in lieu of Named Holidays on each pay day and paid on each pay cheque.
- 12.08 Unless an Employee requests otherwise in writing, the Employee shall be scheduled so as to be given either Christmas Day or New Year's Day off.

### **ARTICLE 13 - WAGES**

- 13.01 The Employer and the Union agree that there shall be attached to this Collective Agreement, Schedule "A" which shall set forth, in detail, the classification and wages of all Employees covered by this Collective Agreement. The Basic Rates of Pay as set out in the Wage Grid shall be applicable to all Employees covered by this Collective Agreement. Wage rates are effective on the dates specified in the Wage Schedule.
- 13.02 The Employer agrees to pay Employees on a bi-weekly basis by direct deposit. The Employer shall, on every payday, provide to each Employee a statement of wages stating:
- (i) the hours worked during the pay period, including all hours worked year to date;
  - (ii) the Employee's wage rate and where the rate varies, 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) sick leave credits used within the pay period and accumulated balance;
- (ix) other leave hours used within the pay period and accumulated balance;
- (x) vacation hours taken within the pay period and accumulated balance.

The statement of wages shall be provided to Employees through electronic means and the Employer shall provide information to Employees regarding accessing their statement. This information is subject to privacy legislation.

13.03 An Employee's Basic Rate of Pay will be advanced to the next higher Basic Rate of Pay following the equivalent of one year of full-time service in accordance with the hours specified in Schedule A.

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 Named Holidays and worked Named Holidays;
- (vi) paid vacation days;
- (vii) all paid absences.

13.04 When an Employee is transferred to a classification with a higher rate of pay, the Employee shall be advanced to the start rate of such higher classification, except where that start rate is lower than the Employee's existing Basic Rate of Pay. In the latter case, the Employee shall be advanced to the next higher increment for the higher classification.

13.05 (a) When an Employee voluntarily transfers to a classification with a lower rate of pay, their salary shall be adjusted immediately to the pay step in the lower pay range that recognizes their previous experience in accordance with Clause 13.06.

(b) An Employee whose position is reclassified to one with a lower Basic Rate of Pay, through no cause of their own, shall continue to receive their previous Basic Rate of Pay until the Basic Rate of Pay for the lower paid classification is equal to or greater than their previous Basic Rate of Pay, or for a period of eighteen (18) months, whichever is earlier, at which time the Employee will then receive the Basic Rate of Pay for the classification to which the position is allocated.

13.06 RECOGNITION OF PREVIOUS EXPERIENCE

When a new Employee has experience satisfactory to the Employer, the Employee's starting salary shall be adjusted retroactive to the date the Employee provided proof of previous experience.

All experience satisfactory to the Employer shall be recognized on a one-on-one basis, up to the top increment in the wage grid.

13.07 CLASSIFICATIONS

(a) Job Description

An Employee may request from the Employer a copy of the job description for

their position. All new Employees will be provided with a copy of their job description in their hire package.

(b) New Classification

If the Employer creates a new classification which belongs in the bargaining unit and which is not now designated in this Collective Agreement, or if a new classification is included in the bargaining unit by the Labour Relations Board, the following provisions shall apply:

- (i) The Employer shall establish a classification and a proposed rate of pay and give written notice of same to the Union along with the classification specifications.
- (ii) If the Union does not agree with the proposed rate of pay, representatives of the Employer and the Union, shall, within thirty (30) days of the creation of the new classification or the inclusion of a new classification in the bargaining unit, meet for the purpose of establishing a rate of pay for the new classification.
- (iii) Should the Parties, through discussion and negotiation, agree in regard to a rate of pay for the new classification the rate of pay shall be retroactive to the date the new classification was implemented.
- (iv) Should the Parties not be able to agree to a rate of pay the Union may, within forty-five (45) days of the date the new classification was created or included in the bargaining unit, refer the matter to Step 3 of the Grievance Procedure. Should the Union not refer the matter to Arbitration within the stated time limit, the final position of the Employer, as stated in the negotiations, shall be implemented or refer the difference to collective bargaining, whichever comes first.

(c) Change to existing Classifications

- (i) Where the primary function or qualifications of a position in any classification covered by this Collective Agreement are significantly altered the Employee and the Union shall receive fourteen (14) calendar days notice.
- (ii) Where the Employer is required by statute or regulation to increase 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 and provide proof of qualifications.

UNDERPAYMENT

- 13.08 When an Employee is underpaid (short pay) less than four (4) hours, adjustment will be made on the following pay. When an Employee is underpaid (short pay) four (4) hours or more pay, a paycheque will be issued prior to the next pay. The time specified herein shall be exclusive of Saturday, Sunday and Named Holidays.
- 13.09 When the investigation shows the short payment is the result of Employee error, then the short pay will be corrected in the next pay period.
- 13.10 In the case of undue hardship for an Employee the Employer will make every reasonable effort to make the correction as soon as possible.



13.11 OVERPAYMENT

If an Employee is overpaid, the Employer will collect the overpayment by making deductions from the Employee's future earnings after the Employer has arranged a repayment schedule with the Employee.

In the event mutual agreement cannot be reached on a repayment schedule, the Employer shall recover the overpayment by deducting up to ten percent (10%) of the Employee's gross earnings per pay period.

13.12 PAY FOR MEETINGS

Employees required by the Employer to attend staff meetings and committee meetings or any other meeting as requested by the Employer, shall be paid at the applicable rate of pay for attendance at such meetings.

**ARTICLE 14 – ANNUAL VACATIONS**

14.01 The vacation year during which earned vacation shall be scheduled is the twelve (12) month period commencing April 1st in each calendar year and concluding on March thirty-first (31st) of the following calendar year. It is agreed and understood that the Employer has the sole, absolute and exclusive right to limit the number of Employees who may be away on vacation at any one time.

14.02 An Employee who commences employment with the Employer during the vacation year from April first (1st) to March thirty-first (31st) shall have their vacation entitlement for that year calculated on the basis of the length of their service with the Employer from their length of service with the Employer from their start date to March thirty-first (31st).

14.03 Vacation Entitlement

- (a) During each continuous year of service, an Employee shall earn entitlement to a vacation with pay, to be taken in the following vacation year.
- (b) The rate of earning entitlement for an Employee at Wentworth Manor prior to April 1, 2024, shall be as follows:
  - (i) during the first (1st) year of employment an Employee earns ten (10) work days;
  - (ii) during the second (2nd) year of employment an Employee earns fifteen (15) work days;
  - (iii) during the third (3rd) to ninth (9th) year of employment an Employee earns twenty (20) work days;
  - (iv) during the tenth (10th) and subsequent years of employment an Employee earns twenty-five (25) work days.

The rate of earning entitlement for an Employee at Clifton House and effective April 1, 2024 for an Employee at Wentworth Manor shall be as follows:

- (i) during the first (1st) and second (2nd) year of employment an Employee earns fifteen (15) work days;
- (ii) during the third (3rd) to ninth (9<sup>th</sup>) year of employment an Employee earns twenty (20) work days;
- (iii) during the tenth (10<sup>th</sup>) to twenty-second (22nd) year of employment an Employee earns twenty-five (25) work days;
- (iv) during the twenty-third (23rd) and subsequent years of employment an

- Employee earns thirty (30) work days.
- (v) Upon reaching the employment anniversary of twenty-five (25) years of continuous service, Employees shall have earned an additional five (5) workdays vacation with pay, to be taken at a mutually agreeable time subsequent to the current supplementary vacation employment anniversary date.
  - (c) The entitlement for a Part-time Employee shall be prorated to their full-time equivalent.
  - (d) Employees can schedule vacation after it has been earned, subject to prior approval by the Employer.

14.04 Vacation Scheduling

- (a) The Employer shall post the vacation schedule planner by January 1<sup>st</sup> of each year. An Employee shall submit their vacation preference for at least 75% of their annual vacation entitlement by February 15<sup>th</sup> of that year. Where an Employee submits their vacation preference by February 15<sup>th</sup> of that year, the Employer shall indicate approval or disapproval of that vacation request and shall post the resulting vacation schedule by March 31<sup>st</sup> of the same year. Where the number of Employees in a classification indicating a preference for a specific period exceeds the number of Employees as determined by the Employer that can be allocated vacation during that period, seniority shall be the deciding factor.
- (b) When an Employee submits a request in writing after March 31<sup>st</sup> for vacation, the Employer shall indicate approval or disapproval in writing of the vacation request within fourteen (14) calendar days of the request. The request is awarded on a first come, first serve basis.
- (c) When requested in writing by the Employee and subject to prior approval by the Employer, five (5) workdays of the Employee's annual vacation time may be taken in increments of one (1) day at a time, subject to operational requirements.
- (d) Provided a Regular Full-time Employee or a Regular Part-time Employee has taken a minimum of two (2) calendar weeks of their annual vacation entitlement in a vacation year, on written request by the Employee and subject to approval by the Employer, unused vacation time may be carried over into the succeeding vacation year, to a maximum of ten (10) days. Earned vacation surplus in excess of the ten (10) day carry-over provision shall be paid out by the Employer at the Employee's Basic Rate of Pay, at the end of each vacation year.

14.05 Earned vacation time may not be carried over from one vacation year to the next without the permission of the Employer. Which will not be unreasonably denied by the Employer.

14.06 When an Employee terminates they shall be paid all vacation time earned but unpaid up to and including the date of termination.

14.07 Prior to April 1, 2024, Casual and Temporary Employees at Wentworth Manor shall

be paid, in addition to their regular earnings, a sum equal to their earned vacation entitlement according to the following formula on each pay day:

- (a) four percent (4%) during the first (1st) employment year;
- (b) six percent (6%) during the second (2nd) employment year;
- (c) eight percent (8%) during the third (3rd) to ninth (9th) employment years;
- (d) ten percent (10%) during the tenth (10th) and subsequent employment years.

Casual and Temporary Employees at Clifton House and effective April 1, 2024, Casual and Temporary Employees at Wentworth Manor shall be paid, in addition to their regular earnings, a sum equal to their earned vacation entitlement according to the following formula on each pay day:

- (a) six percent (6%) during the first (1st) and second (2nd) employment years;
- (b) eight percent (8%) during the third (3rd) to ninth (9th) employment years;
- (c) ten percent (10%) during the tenth (10th) to twenty-second (22nd) employment years;
- (d) twelve percent (12%) during the twenty-third (23rd) and subsequent employment years.

### ARTICLE 15 – SENIORITY

- 15.01 (a) The Regular Employee's seniority date shall be the date of hire, on which a Regular Employee's continuous service in the employ of the Brenda Strafford Foundation within the Bargaining Unit, and including all prior periods of service including prior to certification as a Casual, Temporary or Regular Employee contiguous to present Regular employment.
- (b) Seniority shall not apply during the probationary period; however, once the probationary period has been completed seniority shall be credited from the seniority date established pursuant to Sub-Clause 15.01(a).
- 15.02 Seniority shall be considered in determining:
- (a) offering and scheduling of additional shifts (open shifts) in Article 9 - Hours of Work
  - (b) preference of vacation time in Article 14 - Annual Vacations;
  - (c) layoffs and recalls;
  - (d) promotions and transfers and in filling vacancies within the Bargaining Unit subject to the provisions specified in Article 16 - Promotions, Transfers and Vacancies;
  - (e) the selection of available lines by Employees due to the introduction of a new master rotation.
- 15.03 Seniority shall be considered broken, all rights forfeited, and there shall be no obligation to rehire:
- (a) when the employment relationship is terminated by either the Employer or the Employee;
  - (b) upon expiry of twelve (12) months following the date of layoff, if during which time the Employee has not been recalled to work; or
  - (c) if an Employee does not return to work on recall.

#### SENIORITY LIST

- 15.04 Within three (3) months of the signing date of this Collective Agreement the Employer will post on the bulletin board a seniority list for the site where the list is

posted containing the name, classification and seniority date of each Regular Employee in chronological order. The seniority list shall be updated by the Employer every six (6) months thereafter. Copies of said seniority list will be provided to the Chapter Chair following posting. The Union shall have one (1) month in which to take issue with the seniority list, otherwise the seniority list will be deemed to be correct.

15.05 Should a difference arise regarding an Employee's seniority, the Employer will provide the Employee with the information necessary to establish accurate seniority. Where an Employee's information is satisfactory to the Employer, the seniority date shall be amended accordingly.

15.06 In the event that two (2) or more Employees share the same seniority date, the order of seniority shall be determined by the random selection of Employee names by a Union Representative. The Union Representative shall inform the Employer in writing of the order of seniority upon completion of the seniority tie-breaker process. The Employer shall update the seniority list accordingly.

#### **ARTICLE 16 – PROMOTION, TRANSFERS AND VACANCIES**

16.01 (a) When job vacancies occur or when filling new positions, the Employer shall post all vacancies and new positions on the bulletin board for a period of seven (7) calendar days in advance of making an appointment.

(b) For purposes of this clause, electronic posting of vacancies will satisfy the posting requirement, where the Employer has made arrangements for on-line access to postings.

(c) The posting shall contain the following information:

- (i) qualifications required;
- (ii) employment status;
- (iii) classification;
- (iv) if a temporary position, the anticipated duration of such position;
- (v) FTE;
- (vi) hours of work.

(d) The program, unit or neighbourhood will be noted on the posting for information purposes only.

16.02 When circumstances require the Employer to fill a vacancy or new position before the expiration of the seven (7) calendar day period, the appointment shall be made on a casual relief basis only.

16.03 Vacancies shall be filled, whenever possible, from within the Bargaining Unit. The Chapter and the applicant Employees shall be advised by the Employer of the successful applicant when the competition is closed.

16.04 In making promotions or transfers or when filling vacancies, the determining factors shall be the most requisite job related skills, knowledge, efficiency, experience, and other relevant factors (i.e. attendance, performance) are considered, and where in the judgment of the Employer, the factors are considered equal, seniority or Casual's accumulated hours worked shall be the deciding factor.

16.05 A dispute regarding a decision made pursuant to Clause 16.04 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 fourteen (14) calendar days of the being advised the applicant was unsuccessful. The manager shall meet with the Employee and respond within fourteen (14) calendar days of the meeting. This meeting shall be considered Step 1 in the grievance procedure and the provisions of Article 27 – Grievance Procedure apply to this clause, including the Employee’s right to be accompanied by a Union Steward or Membership Services Officer at the meeting.

16.06 The Employer shall confirm in writing to the Employee at the time of the hire, appointment, promotion or transfer, the employment status including the classification, FTE, work rotation and rate of pay for the position the Employee is filling.

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

The name of the successful applicant for each posting will be posted on the bulletin board(s).

#### TRIAL PERIOD

16.07 Employees promoted or who transfers or is transferred to another classification in the bargaining unit shall serve a trial period of up to three hundred and ten (310) hours worked in the new position. During the trial period the Employee may either:

- (a) return to the Employee’s former position at the Employee’s request; or
- (b) be returned to the Employee’s former position;

but in either circumstance, at the sole discretion of the Employer, the Employee may be assigned to a similar position consistent with their abilities and /or qualifications, which position may not be the specific position or in the specific area occupied prior to promotion or transfer.

16.08 A Regular Employee who applies for and is successful in obtaining 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.

16.09 The Union and the Employer recognize return to work programs are part of a continuum of injury prevention and rehabilitation. The foregoing provisions shall be waived and inoperative when placement of an Employee in a job within the bargaining unit is effected by the Parties statutory obligation to accommodate placement.

### ARTICLE 17 – LAYOFF AND RECALL

17.01 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 site; and

- (b) assign to other classifications any, or all, of the duties normally performed by classifications of this bargaining unit when Employees from within this bargaining unit are not available.
- 17.02
- (a) 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.
  - (b) 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.
  - (c) 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.
  - (d) A consultation meeting will be arranged by the Employer between the Employee, the Employer representative(s) and the Union representative(s). The Employee, through consultation with the Union and the Employer, shall indicate a preference of positions for which the Employee has the requisite skill, training and knowledge to perform the work by selecting a position in the same classification and status which are vacant or, by selecting to displace an Employee with less seniority in the same classification, regardless of status or FTE. Following consultation with the Employee, the Employer shall place the Employee in a position.
  - (e) Where there are no positions of any status in the same classification as the Employee's current position, the Employer may indicate a preference for an alternative position which is vacant or occupied by a less senior Employee in a classification in the same or a lower pay grid.
- 17.03
- Employees who either:
- (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.
- 17.04
- (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.
  - (b) No new Regular or Temporary 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.
- 17.05
- Employment shall be deemed terminated when an Employee does not return from layoff when notified to do so, or in the expiry of twelve (12) months from date of the layoff, whichever comes first.

- 17.06 When increasing the workforce, Employees shall be recalled in order of their seniority, provided they possess the requisite skills, training, knowledge and ability to perform the work.
- 17.07 An Employee who is laid off shall make prior arrangements to pay the full premium of prepaid health benefits to assure continuation if such protection is so desired. Such arrangements shall continue so long as the Employee has rights to recall.
- 17.08 The operation of this Article, including revision of shift schedules caused by layoffs or displacement, shall not constitute a violation of the terms of this Collective Agreement.
- 17.09 Employees who have had their regular hours of work reduced 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 offer of casual shifts shall expire twelve (12) months from the date the Employee is reduced in hours or laid off. Employees on layoff who refuse casual shifts may do so without adversely impacting their recall rights.
- 17.10 Where an Employee on layoff occupies a temporary position, the twelve (12) month recall period shall be suspended during their temporary position and shall recommence upon the termination of the temporary position for the balance of the twelve (12) month recall period.
- 17.11 An Employee's right to recall under this Article will expire if the Employee refuses recall to a position with the same classification as their pre-layoff position, or on the expiry of twelve (12) months from the date of layoff, whichever first occurs.

#### **ARTICLE 18 – LEAVES OF ABSENCE**

- 18.01 CONDITIONS FOR ALL LEAVES
- (a) All leaves of absence shall be granted without pay and without loss of seniority.
- (b) Except as provided Sub-Clause 18.01(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 22: Benefits, provided that the Employee makes prior arrangements to pay full premium costs. If an Employee does not remit the full payment required above, reinstatement in any and all plans shall be subject to the enrolment and other requirements of the Insurer(s).
- (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 or disability benefits, benefit plan premium payments shall be administered in the same fashion as an Employee absent due to illness.
- (d) All requests for leaves of absence shall be made in writing and shall indicate the reason for the request and the anticipated dates of departure and return.

- (e) Failure to report for duty immediately following the expiration of a leave of absence or time off, shall be deemed to be a voluntary separation by the Employee from their employment unless the Employee provides the Employer with a satisfactory explanation by telephone conversation (when possible) or by electronic mail (email) or text messaging when a telephone conversation is not possible.
- (f) Employees on a leave of absence shall not engage in any gainful employment with another employer. Any Employee who engages in such employment shall be terminated immediately.

18.02 GENERAL LEAVE WITHOUT PAY

- (a) An Employee may request a general leave without pay by submitting their request to the Employer, in writing, at least two (2) weeks in advance of the anticipated absence.
- (b) An Employee requesting a general leave without pay must have exhausted all unscheduled vacation time with pay to date prior to the commencement of the general leave without pay.
- (b) Requests for general leave without pay shall be considered by the Employer and will not be unreasonably denied.

Such leave may be extended by additional periods of thirty (30) calendar days with the written approval of the Employer in extenuating circumstances like return to the homeland for family emergencies overseas and other circumstances.

Such request for extension will not be denied unreasonably however the Employer may request proof of the extenuating circumstances.

18.03 EDUCATIONAL LEAVE

- (a) An Employee may request an educational leave without pay by submitting their request to the Employer, in writing, at least six (6) weeks in advance of the anticipated absence.
- (b) An Employee requesting education leave must have exhausted all unscheduled vacation time with pay prior to the commencement of the educational leave.
- (c) 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 on leave.

18.04 MATERNITY LEAVE

- (a) An Employee who has completed ninety (90) days of continuous employment shall, upon their written request, providing at least six (6) weeks advance notice, be granted maternity leave to become effective at any time during the thirteen (13) weeks immediately preceding the expected date of delivery, provided that the Employee commences maternity leave no later than the date of delivery. Under extenuating circumstances affecting the health of the Employee and/or unborn child, the Employee may start their maternity leave without notice and without a loss of seniority.



- (b) Maternity leave shall not exceed sixteen (16) weeks.
- (c) The Employee shall provide the Employer with at least four (4) weeks written notice when returning to work from maternity leave. The Employer shall reinstate the Employee in the same position held immediately prior to taking the leave, or if such is not possible, provide the Employee with alternate work of a comparable nature. -

#### 18.05

##### PARENTAL LEAVE

- (a) An Employee who has completed ninety (90) days of continuous employment shall, with at least six (6) weeks written notice, be granted leave without pay for the purpose of adopting a child or for parenting duties following the birth of a child. Parental leave can be taken by the birth mother, the other parent, adoptive parents, or both parents shared between them. Parental leave shall not exceed sixty-two (62) weeks unless mutually agreed otherwise between the Employer and the Employee.
- (b) The Employee may commence parental leave:
  - (i) following the end of their sixteen (16) weeks maternity leave; or
  - (ii) up to two (2) weeks prior to the expected delivery date of the child; or
  - (iii) from any date after delivery or adoption of the child provided that the leave shall end seventy-eight (78) weeks from the birth of the child or date of adoption; or
  - (iv) upon one (1) day's notice for the purposes of adoption, provided that application for such leave was made when the adoption was approved and the Employer is kept informed of the progress of the adoption proceedings.
- (c) The Employee shall provide the Employer with at least four (4) weeks written notice when returning to work from parental leave. The Employer shall reinstate the Employee in the same position held immediately prior to taking the leave, or if such is not possible, provide the Employee with alternate work of a comparable nature.

#### 18.06

##### BEREAVEMENT LEAVE

When a death occurs in the immediate family of an Employee, the Employee shall be granted Bereavement Leave for up to four (4) scheduled working days with pay within a seven (7) day time frame. Such bereavement leave may be taken within one (1) year of the death unless otherwise approved by the Employer.

Immediate family shall be defined as spouse, common-law spouse, (including same sex spouse), mother, father, brother, sister, son, daughter, mother/father-in-law, son/daughter-in-law, sister/brother-in-law, grandparent, grandchild, legal guardian or fiancé. Step-parent, step-children, step-brother and step-sister shall be considered as members of the Employee's immediate family.

If the funeral is over three hundred (300) kilometers from Calgary, and the Employee attends the funeral, the Employee shall be granted two (2) additional working days off with pay for travel.

In the event of the death of another relative, the Employer may grant up to one (1) working day off with pay to attend the funeral / memorial services.

Bereavement leave with pay shall be calculated at the Employee's Basic Rate of Pay and for the number of regular hours the Employee would have been scheduled to work.

An Employee shall not be required to take previously unscheduled vacation leave in lieu of bereavement leave when they are entitled to that bereavement leave.

An Employee who while on scheduled vacation becomes eligible for bereavement leave will be able to reschedule the vacation days affected by the bereavement leave. Such vacation will be taken at a time mutually agreeable to the Employer and the Employee.

Any extension to the bereavement leave shall be granted pursuant to the provisions of this Article.

18.07 JURY DUTY

An Employee summoned to jury duty or subpoenaed as a witness shall be paid for such duty service time off at their Basic Rate of Pay and for the number of regular hours the Employee would have been scheduled to work. Any money paid to the Employee by the courts for such service duty shall be turned over to the Employer.

**ARTICLE 19 – PERSONNEL FILES**

19.01 By appointment made at least seventy-two (72) hours in advance, an Employee may view their personnel file (Human Resources site based) at their work site on the next business day after the notice. The Employee must be accompanied by a Human Resources representative during the viewing of the personnel file. An Employee may be accompanied by a Union Representative when viewing their personnel file.

19.02 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. Such fees shall be waived where the Employee requests a copy of material related to an individual grievance filed on behalf of the Employee.

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

**ARTICLE 20 – UNION STEWARDS**

20.01 The Employer agrees to recognize Employees who are elected or appointed as Union Stewards and recognizes their authority to represent other Employees.

20.02 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, the Employee will request time off from their immediate supervisor and provide 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.

- 20.03 The Chapter and its members shall have the right at any time to the assistance of Union Staff Representatives when dealing or negotiating with the Employer on matters arising out of this Collective Agreement or when processing a grievance.
- 20.04 The Union reserves the right to appoint a Union Steward to represent a work area that has no Union Steward.
- 20.05 A list of Union Stewards shall be supplied by the Union to the Executive Director 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.
- 20.06 Both the Grievor and the Union Steward will obtain approval from their immediate Supervisor prior to leaving their work station.

#### **ARTICLE 21 – TERMINATION**

- 21.01 An Employee may be terminated at any time during their probationary period without cause and without notice or payment in lieu of notice and shall only have recourse to an exit interview.
- 21.02 An Employee who has served their probationary period may be terminated for just cause.
- 21.03 Grievances involving terminations shall be submitted in writing by the Employee to the appropriate Employer Representative, or designated alternate, at Step 2 of the Grievance Procedure, not later than fourteen (14) calendar days from the date of termination.
- 21.04 Where a Casual Employee has been called but has not worked in the facility in three (3) months, the Employer will assume the Employee has voluntarily abandoned their post and are thus deemed to have self-terminated.
- 21.05 Employees shall provide a minimum of two (2) weeks Notice of Termination unless otherwise mutually agreed between Employer and Employee.

#### **ARTICLE 22 – BENEFITS**

- 22.01 Attached to this Collective Agreement is Schedule “B – Employee Benefits” which sets forth, in detail, the benefits extended to those Employees covered by this Collective Agreement.

Employees may opt out of the dental and extended health portion of the group benefit plan provided the Employee is covered and protected and can provide proof of such coverage and protection with another Group Plan (i.e. partner or other

employer).

For health benefits and insurance, a common-law partner will be recognized as a partner provided a continuous relationship of one year or more.

### **ARTICLE 23 – SHIFT AND WEEKEND DIFFERENTIAL**

- 23.01 Shift Differential – 1500 Hours to 2300 Hours  
A shift differential shall be paid as follows:
- (a) two dollars and seventy-five cents (\$2.75) per hour;
  - (b) to Employees working a shift where the majority of such shift falls within the period from fifteen hundred (1500) hours to twenty-three hundred (2300) hours; or
  - (c) to Employees for all overtime hours worked which fall within the period from fifteen hundred (1500) hours to twenty-three hundred (2300) hours.
- 23.02 Shift Differential – 2300 Hours to 0700 Hours  
A shift differential shall be paid as follows:
- (a) Three dollars and fifty cents (\$3.50) per hour at Wentworth Manor;  
Five dollars (\$5.00) per hour at Clifton House;
  - (b) to Employees working a shift where the majority of such shift falls within the period from twenty-three hundred (2300) hours to zero seven hundred (0700) hours; or
  - (c) to Employees for all overtime hours worked which fall within the period from twenty-three hundred (2300) hours to zero seven hundred (0700) hours.
- 23.03 Weekend Differential  
A weekend differential shall be paid as follows:
- (a) three dollars and twenty-five cents (\$3.25) per hour;
  - (b) to Employees working a shift where the majority of such shifts falls within the sixty-four (64) hour period commencing at fifteen hundred (1500) hours Friday and ending at zero seven hundred (0700) hours Monday; or
  - (c) to Employees for all overtime hours worked which fall within the sixty-four (64) hour period commencing at fifteen hundred (1500) hours Friday and ending at zero seven hundred (0700) hours Monday.
- 23.04 Where applicable, an Employee shall receive both Shift Differential and Weekend Differential in addition to their Basic Rate of Pay and overtime pay.
- 23.05 All premium pays payable under this Article shall not be considered as part of the Employee's Basic Rate of Pay.

## ARTICLE 24 – STATUS CHANGE

- 24.01 When an Employee's status changes from Full-time to Part-time only, calculation of the following entitlements shall change:
- (a) Named Holidays shall be paid out as a percentage on each payday in accordance with Article 12 of this Collective Agreement.
- 24.02 When an Employee's status changes from Regular Full-time to Casual, calculation of the following entitlements shall change:
- (a) Named Holidays shall be paid out as a percentage on each payday in accordance with Article 12 of this Collective Agreement;
  - (b) Vacation entitlement earned and accrued up to the date the Employee's status changed to Casual shall be paid out to the Employee. Vacation entitlement from the date the Employee's status changed to Casual shall be paid out as a percentage on each payday in accordance with Article 14 of this Collective Agreement;
  - (c) Sick time entitlement shall cease on the date the Employee's status changes to Casual.
- 24.03 When an Employee's status changes from Regular Part-time to Casual, calculation of the following entitlements shall change:
- (a) Vacation entitlement earned and accrued up to the date the Employee's status changed to Casual shall be paid out to the Employee. Vacation entitlement from the date the Employee's status changed to Casual shall be paid out as a percentage on each payday in accordance with Article 14 of this Collective Agreement;
  - (b) Sick time entitlement shall cease on the date the Employee's status changes to Casual.
- 24.04 When a Regular Part-time Employee assumes a Temporary Full-time position, the calculation of the Employee's entitlement to Named Holidays, vacation and sick time shall not change.
- 24.05 When an Employee's status changes from Regular Part-time to Regular Full-time, calculation of the following entitlements shall change:
- (a) Named Holidays shall be paid out as a percentage on each payday up to the date the Employee's status changed to Regular Full-time. From the date the Employee's status changed to Regular Full-time the Employee shall be entitled to an additional day off with pay for Named Holidays in accordance with Article 12 - Named Holidays of this Collective Agreement.

## ARTICLE 25 – GENERAL

- 25.01 The Employer shall provide bulletin boards to be placed in accessible locations upon which designated space shall be provided where the Union may be permitted to post notices of meetings and other such notices, which may be of interest to Employees. It is not the intention of the Union to post anything objectionable to the Employer.
- 25.02 Employees shall observe all rules made by the Employer relative to health, sanitation and safety. The Union agrees to cooperate with the Employer in the enforcement of the health, sanitation and safety rules.
- 25.03 The Employee agrees that as a condition of continued employment with the

Employer the Employee shall take the annual influenza vaccine administered by qualified personnel of the Employer or its qualified medical agent at no cost to the Employee. In the event that the Employee receives the influenza vaccine through another provider, the Employee shall provide proof of such vaccine to the Employer in a timely manner.

The only exceptions to taking the annual influenza vaccine shall be:

- (a) if the Employee's physician provides the Employer with a signed certificate stating the Employee has obtained the influenza shot at their office; or
- (b) if the Employee's physician provides the Employer with a signed certificate stating the Employee has Guillian Barre Syndrome; or
- (c) if the Employee is tested by qualified medical agents selected by the Employer, at no cost to the Employee, and the tests indicate that the Employee has an anaphylactic hypersensitivity to the influenza vaccine.

#### **ARTICLE 26 – DISCIPLINE, DISMISSAL, AND RESIGNATION**

- 26.01 Unsatisfactory conduct and/or performance by an Employee may be grounds for discipline up to and including immediate dismissal.
- 26.02 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. The Employee shall be advised that further infractions of a similar nature will result in further disciplinary action. A copy of the written warning shall be placed on the Employee's personnel file with a copy forwarded to the Union.
- 26.03 The Employee shall sign written notice of discipline for the sole purpose of indicating that the Employee is aware of the disciplinary note. An Employee shall have the right to be accompanied by a representative of the Union during disciplinary discussions. If an Employee refuses to sign the written notice of discipline it will be placed on the personnel file unsigned.
- 26.04 Employees shall be informed by the Employer in advance of the meeting, 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. The meeting shall be conducted on Employee paid time.
- 26.05 When an Employee has grieved a disciplinary action and a designated officer of the Employer has either allowed the grievance or reduced the penalty levied against the grievor, the personnel file of the Employee shall be amended to reflect this action provided this action results in closure of the grievance.
- 26.06 An Employee who has been subject to disciplinary action may 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 after two (2) continuous years of service from the date the disciplinary measure was invoked. The Employer will confirm in writing to the Employee that such action has been effected and the documents cleared from the file.
- 26.07 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.

26.08 Nothing in this Article prevents immediate dismissal for just cause.

### **ARTICLE 27 – GRIEVANCE PROCEDURE**

27.01 A grievance shall be defined as any difference arising out of an interpretation, application, administration or alleged violation of a specific Article of this Collective Agreement. In the event of controversy concerning the interpretation, application, administration or alleged violation of any provision of this Collective Agreement, there shall be no suspension of work.

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 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 from there in the same manner as an individual grievance. 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. If the policy grievance is a Union grievance, it shall commence at Step 2. If the policy grievance is an Employer grievance, it shall be directed to the Union President and the President shall render a written reply within five (5) days of receipt. Upon receipt of response or failure to reply, the Employer may advance the grievance to arbitration.
- (d) Group and policy grievances shall be initiated, in writing, within fourteen (14) days of the date of the aggrieved Party first became aware of or reasonably should have become aware of the event leading to the grievance.
- (e) The parties may mutually agree to advance the grievance to a subsequent step in the grievance procedure.

27.02 The Parties agree that every effort shall be made by the Parties to resolve problems in the workplace through discussion and dialogue at the site between the Employer, the Employee and the Union (when required) prior to initiating a grievance. If the problems are not resolved, then the steps of the Grievance Procedure are:

#### Step 1

Should an Employee subject to this Collective Agreement believe they have they have been unjustly dealt with, or that any of the provisions of this Collective Agreement have been violated, the Employee shall within fourteen (14) days from the alleged unjust action, present the complaint to their immediate Supervisor for

adjustment. The Supervisor shall meet with the Employee and reply in writing within fourteen (14) days of the meeting.

#### Step 2

If the difference is not resolved at Step 1 within fourteen (14) days from the end of Step 1, a grievance may be submitted, in writing, to the Director of Care or designate indicating the Article claimed to have been violated, the nature of the grievance, and the redress sought. Within fourteen (14) days of receipt of the written grievance, the Director of Care shall meet with the grievor and the Union representative, and shall provide the Grievor with a written response with a copy to the Union within fourteen (14) days of the meeting.

#### Step 3

If the grievance is not resolved at Step 2, the Union may, within fourteen (14) days of the receipt of the written decision of the Director of Care or designate submit the grievance in writing to the Executive Director, specifying the nature of the grievance(s) and the redress sought. The Executive Director or designate shall meet with the Grievor and the Union Representative and shall render a decision in writing to the Union within fourteen (14) days of the meeting.

27.03

#### COMMUNICATIONS

- (a) Any notice or advice which the Employer or members of its administrative staff are required to give to the Union in with respect of any matter referred to in this Article shall be sufficient if delivered to the Union Representative.
- (b) Any notice or advice which the Union is required to give to the Employer in respect of any matter referred to in this Article shall be sufficient if delivered to the Executive Director or designated alternate.
- (c) The hearing of grievances at any stage of the grievance procedure will be scheduled in advance.
- (d) At any hearing held during the Grievance Procedure, the Employee is entitled to have a Union Representative present.

27.04

#### TIME PERIODS

- (a) For the purpose of this Article, periods of time referred to in days shall be deemed to mean such periods of time calculated as consecutive calendar days exclusive of Saturdays, Sundays, and Named Holidays.
- (b) Should the Employee or Union fail to comply with any time limits in the Grievance Procedure, the grievance shall be considered abandoned, unless the Parties have mutually agreed, in writing, to extend the time limits.
- (c) Should the Employer fail to comply with any time limits in 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.

27.05

#### MEDIATION

By mutual agreement of the Union and the Employer, any grievance unresolved at Step 3 may proceed to mediation. If the grievance proceeds to mediation, one (1) jointly selected mediator shall meet with the Parties and within ten (10) days of the



meeting shall:

- (a) investigate the dispute; and
- (b) define the issue(s) in dispute; and
- (c) work with the Parties to resolve the dispute; and
- (d) if required, 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 borne equally to the Parties to the dispute.

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

27.06 ARBITRATION

If a grievance is not settled to the satisfaction of either Party through the grievance procedure, either Party may, within fourteen (14) days of the decision at Step 3, have the matter referred to a single arbitrator. Both Parties will exchange lists of three (3) proposed arbitrators. If the Parties cannot agree on the selection of an arbitrator through this process, the Minister of Labour for Alberta will be asked to appoint an arbitrator who will hear the grievance as soon as possible. The decision of the arbitrator will be final and binding upon the Parties.

The arbitrator shall not have jurisdiction to add to, subtract from, modify, rescind or disregard any of the provisions of the Collective Agreement. Disputes arising out of proposed changes in rates of pay, work hours and conditions of service, modifications or additions to this Collective Agreement are specifically excluded from the jurisdiction of the arbitrator.

The Parties shall pay their own respective expenses and shall also equally share the fees and expenses of the arbitrator.

**ARTICLE 28 – TIME OFF FOR UNION BUSINESS**

28.01 Time off for Union Business will be with pay, subject to Clause 28.05.

28.02 Time off shall not be unreasonably withheld. The Union shall provide the Employer with a copy of the request for time off. Employees shall provide a minimum of two (2) weeks notice when requesting time off; however, consideration shall still be given in cases where the two (2) weeks notice is not provided.

28.03 Except for union time associated with contract negotiations with the Employer, no leave shall exceed five (5) consecutive days in duration. Leave requests that exceed these conditions shall be considered a Leave of Absence and subject to Article 18.

28.04 At any given time there shall be no more than three (3) Employees on leave for union business from one (1) bargaining unit.

28.05 To facilitate the administration of this Article, the Employer will grant the leave of absence with pay and invoice the Union for the Employee's salary and applicable

premiums, differentials, allowances and benefits, or the replacement salary costs, whichever is greater, inclusive of a reasonable administrative fee, which the Union shall promptly pay.

28.06 UNION COURSES

The Employer may, at its discretion, grant up to four (4) paid days leave per year for the bargaining unit Employees to attend education development courses to increase their ability to work in partnership with the Employer to advance issues of mutual interest/concern. Notice periods for application from the Union Representative to the Executive Director will be as per Clause 28.02.

28.07 UNION REPRESENTATIVE LEAVE

When it is necessary for a Union member to make a request for a leave of absence to perform the duties of any office of the Union, the application for leave must be made in writing to the applicable Manager for approval. The application for leave will be made in writing with as much advance notice as possible, but not less than two (2) weeks, except that in extenuating circumstances the time factor may be waived or reduced.

The Employer shall not unreasonably withhold leave of absence for Employees elected or appointed to represent the Union at conventions, workshops, conferences, seminars, schools or to attend meetings as a member of the Union's provincial, local or chapter executive board or any other union business.

28.09 NEGOTIATIONS

An Employee elected or appointed to the Union Bargaining Committee 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.

When requesting such leave, the Employee shall endeavor to provide as much advance notice as possible to the Employer.

**ARTICLE 29 – DRESS CODE**

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

Employees shall furnish, supply and maintain their own everyday work apparel.

29.02 PROTECTIVE APPAREL

Protective clothing and safety equipment shall be supplied by the Employer as required by the *Occupational Health and Safety Act*.

**ARTICLE 30 – RRSP CONTRIBUTIONS**

30.01 (a) Employees at Clifton House who work a permanent schedule of no less than an average of twenty-five (25) hours a week for one (1) full year may contribute up to three and a half percent (3.5%) of their gross earnings each pay period into a self-directed RRSP.

Employees at Wentworth Manor who work a permanent schedule of no less than an average of twenty-five (25) hours a week for one (1) full year may contribute up to four percent (4.0%) of their gross earnings into a self-directed RRSP.

Effective the start of the first period after January 1, 2024, Employees at Clifton House who work a permanent schedule of no less than an average of twenty-five (25) hours a week for one (1) full year may contribute up to four percent (4.0%) of their gross earnings each pay period into a self-directed RRSP.

- (b) Employee's contributions will be on a voluntary basis with decisions to participate or not made once a year for a twelve-month period.
- (c) For each Employee contributing into the plan in any twelve-month period, the Employer will contribute a matching percentage of the Employee's basic hourly rate of pay for all hours worked on behalf of participating Employees.
- (d) Employees may choose to make additional contributions to the RRSP. Such additional contributions will not be matched by the Employer. Employees may choose to make such additional contributions, or not, effective for August 1st of each year. The Employee must give the Employer a minimum of thirty (30) days written notice.
- (e) The Employer will make the contributions through direct deposit to the RRSP Plan as supplied by the Employer.

#### **ARTICLE 31 – PROFESSIONAL / REGISTRATION FEES**

- 31.01 A Licensed Practical Nurse who in each calendar year has to pay a registration fee to maintain license with the College of Licensed Practical Nurses (CLPNA) shall be reimbursed by the Employer one hundred fifty dollars (\$150.00) towards their registration fees, prorated based on the Employee's FTE.

#### **ARTICLE 32 – FLEXIBLE SPENDING ACCOUNT**

- 32.01 The Employer will maintain a Flexible Spending Account (FSA) to be implemented as follows:

- (a) A FSA shall be implemented for all Regular Employees eligible for benefits in accordance with Article 22 – Benefits.
- (b) Wentworth Local Condition  
A sum of five hundred dollars (\$500.00) shall be allocated by the Employer for each eligible Regular Full-time Employee and pro-rated for each eligible Part-time Employee (based on their total hours paid as of December 1 of the preceding year) to a FSA effective January 1st of each calendar year beginning January 1, 2022.

Clifton Local Condition

A sum of seven hundred and fifty dollars (\$750.00) shall be allocated by the Employer for each eligible Regular Full-time Employee and pro-rated for each

eligible Part-time Employee (based on their total hours paid as of December 1 of the preceding year) to a FSA effective January 1st of each calendar year beginning January 1, 2018.

- (c) The FSA may be used for the following purposes:
  - (i) Reimbursement for expenses associated with professional development including:
    - (1) tuition costs or course registration fees;
    - (2) travel costs associated with course attendance;
    - (3) professional journals;
    - (4) books or publications; and
    - (5) software.
  - (ii) Reimbursement for the cost of professional registration or voluntary association fees related to the Employee's discipline.
  - (iii) Reimbursement for health and dental expenses that are eligible medical expenses in accordance with the *Income Tax Act* and are not covered by the benefit plans specified in Article 22 of the Collective Agreement.
  - (iv) Contribution to a Registered Retirement Savings Plan (RRSP) administered by the Employer.
  - (v) Wellness expenses, which may include, but are not limited to, such expenditures as fitness centre memberships and fitness equipment.
  - (vi) Family care including day care and elder care.
- (d) Allocation
  - (i) By December 1st (allocation date) of each year, Employees who are eligible for the FSA will make an allocation for utilization of their FSA for the subsequent calendar year.
  - (ii) Any unused allocation in an Employee's FSA as of December 31 of each calendar year may be carried forward for a maximum of one (1) calendar year.
  - (iii) Employees who are laid off after January 1st in the year in which the funds are available shall maintain access to the fund for the balance of that calendar year while on layoff.
- (e) Implementation
  - (i) Where the Employer is the administrator of the account, it shall determine the terms and conditions governing the FSA. A copy of these terms and conditions shall be provided to the Union.
  - (ii) Where the Employer chooses to contract with an insurer for the administration of the FSA, the administration of the Account shall be subject to and governed by the terms and conditions of the applicable contract. A copy of this contract shall be provided to the Union.

- (iii) The FSA shall be implemented and administered in accordance with the *Income Tax Act* and applicable Regulations in effect at the time of implementation and during the course of operation of the FSA.

### **ARTICLE 33 – OCCUPATIONAL HEALTH AND SAFETY**

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

The Health and Safety Committee shall be comprised of representatives of the Employer and representatives of the Employees selected by the Union, and may include representatives of other Employee groups. An AUPE Staff Representative may attend the meetings. 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.

33.02 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.

### **ARTICLE 34 – COPIES OF THE COLLECTIVE AGREEMENT**

34.01 A copy of the Collective Agreement shall be provided by the Union to each Employee on commencement of employment or at the Union orientation. The Collective Agreement shall have the AUPE and the Brenda Stafford Foundation logo on the cover.

34.02 The Employer shall provide Employees access to an electronic copy of this Collective Agreement at work.

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

### **ARTICLE 35 – EMPLOYMENT INSURANCE PREMIUM REDUCTIONS**

35.01 The Employee's portion of all monies from Employment Insurance Commission Premium Reductions shall be used by the parties to cover the premium costs of the health benefits and insurance plans.

### **ARTICLE 36 – TEMPORARY ASSIGNMENTS**

36.01 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 (\$0.65) cents per hour. The Employer will give consideration to

those Employees who express interest in participation of this program.

- (b) "Preceptor" shall mean a Licensed Practical Nurse who is assigned to supervise, educate and evaluate students in a Licensed Practical Nurse program.

**SCHEDULE "A" – SALARY SCALE**

**Health Care Aide - Clifton**

<i>Hours</i>	0	1957	3914	5871	7828	9785	11742	13699
<b>Effective Date</b>	<b>Step 1</b>	<b>Step 2</b>	<b>Step 3</b>	<b>Step 4</b>	<b>Step 5</b>	<b>Step 6</b>	<b>Step 7</b>	<b>Step 8</b>
current	19.38	20.35	21.42	22.13	22.89	23.57	24.75	25.50
date of ratification	20.78	21.86	22.57	23.25	24.01	24.55	25.26	26.03

**Health Care Aide - Wentworth**

**Health Care Aide Adult Day Program - Wentworth**

**In-Service Assistant - Wentworth**

<i>Hours (hired before Nov. 24, 2016)</i>	0	0	1957	3914	5871	7828	9785	11742
<i>Hours (hired after Nov. 24, 2016)</i>	0	1957	3914	5871	7828	9785	11742	13699
<b>Effective Date</b>	<b>Step 1</b>	<b>Step 2</b>	<b>Step 3</b>	<b>Step 4</b>	<b>Step 5</b>	<b>Step 6</b>	<b>Step 7</b>	<b>Step 8</b>
current	20.49	20.90	21.62	22.49	23.22	23.96	25.05	25.87
date of ratification	20.78	21.86	22.57	23.25	24.01	24.55	25.26	26.03

**Licensed Practical Nurse - Clifton**

<i>Hours (hired after ratification)</i>	0	2015	4030	5987	7944	9901	11858	13815
<i>Hours (hired before ratification)</i>	0	1957	3914	5871	7828	9785	11742	13699
<b>Effective Date</b>	<b>Step 1</b>	<b>Step 2</b>	<b>Step 3</b>	<b>Step 4</b>	<b>Step 5</b>	<b>Step 6</b>	<b>Step 7</b>	<b>Step 8</b>
current	27.03	28.19	29.32	30.47	31.60	32.71	34.03	35.39
date of ratification	27.58	28.79	29.94	31.11	32.27	33.38	34.73	36.13

**Licensed Practical Nurse - Wentworth**

<i>Hours (hired after ratification)</i>	0	2015	4030	5987	7944	9901	11858	13815
<i>Hours (hired before ratification)</i>	0	1957	3914	5871	7828	9785	11742	13699
<b>Job Title</b>	<b>Step 1</b>	<b>Step 2</b>	<b>Step 3</b>	<b>Step 4</b>	<b>Step 5</b>	<b>Step 6</b>	<b>Step 7</b>	<b>Step 8</b>
current	27.22	28.42	29.55	30.70	31.86	32.97	34.29	35.67
date of ratification	27.58	28.79	29.94	31.11	32.27	33.38	34.73	36.13

**Certified Therapy Aide - Clifton  
Recreation Aide - Clifton**

	<i>Hours</i>	0	1957	3914	5871	7828	9785
<b>Effective Date</b>	<b>Step 1</b>	<b>Step 2</b>	<b>Step 3</b>	<b>Step 4</b>	<b>Step 5</b>	<b>Step 6</b>	
current	21.58	22.66	23.31	24.08	24.74	25.50	
date of ratification	22.51	23.64	24.31	25.11	25.81	26.60	

**Certified Therapy Aide - Wentworth**

	<i>Hours (hired before Nov. 24, 2016)</i>	0	0	1957	3914	5871	7828
	<i>Hours (hired after Nov. 24, 2016)</i>	0	1957	3914	5871	7828	9785
<b>Effective Date</b>	<b>Step 1</b>	<b>Step 2</b>	<b>Step 3</b>	<b>Step 4</b>	<b>Step 5</b>	<b>Step 6</b>	
current	21.35	21.77	22.93	23.16	23.44	23.90	
date of ratification	22.51	23.64	24.31	25.11	25.81	26.60	

**Certified Unit Clerk - Clifton**

	<i>Hours</i>	0	1957	3914	5871	7828	9785
<b>Effective Date</b>	<b>Step 1</b>	<b>Step 2</b>	<b>Step 3</b>	<b>Step 4</b>	<b>Step 5</b>	<b>Step 6</b>	
current	23.39	24.06	24.67	25.27	25.92	26.53	
date of ratification	24.40	25.09	25.73	26.36	27.04	27.68	

**Receptionist - Clifton**

	<i>Hours</i>	0	1957	3914	5871	7828
<b>Effective Date</b>	<b>Step 1</b>	<b>Step 2</b>	<b>Step 3</b>	<b>Step 4</b>	<b>Step 5</b>	
current	16.84	17.36	17.89	18.40	20.13	
date of ratification	17.56	18.11	18.67	19.19	20.99	

### **SCHEDULE "B" – EMPLOYEE BENEFITS – WENTWORTH MANOR**

The Employer has an Employee Benefits Plan paid for by the Employer and administered by the Employer as follows.

The Employee shall pay thirty-five percent (35%) of the premiums and the Employer shall pay sixty-five percent (65%) of the premiums for the benefits listed below.

Effective the start of the first pay period in March 2024, the Employee shall pay twenty-five percent (25%) of the premiums and the Employer shall pay seventy-five percent (75%) of the premiums for the benefits listed below.

- (a) Basic Life Insurance at one (1X) times annual salary rounded to the nearest one thousand (\$1,000.00) dollars.
- (b) Basic Accidental Death and Dismemberment Insurance at one (1X) times annual salary rounded to the nearest one thousand (\$1,000.00) dollars.
- (c) Short Term Disability Insurance at sixty-seven percent (67%) of the first six hundred dollars (\$600) of basic weekly earnings plus fifty-five percent (55%) of any excess amount, to a maximum of one thousand five hundred dollars (\$1,500) or the Employment Insurance maximum benefit amount, whichever is greater
- (d) Basic Extended Health Benefits - one hundred percent (100%) co-insurance with maximums as outlined in the plan
- (e) Basic Dental Benefits - 100% coverage for basic services, 80% coverage for supplementary services, and 50% for dentures and major restorative services, all with a combined maximum of one thousand five hundred dollars (\$1,500) per calendar year.
- (f) Vision Care for Employees and qualified eligible dependents - \$200.00 per covered person per twenty-four (24) month period, or per twelve (12) month period for dependent children up to age nineteen (19) years commencing for eligible claims.

A Regular Employee who has completed three (3) months of employment at a permanent schedule of no less than an average of twenty-five (25) hours per week is entitled to the benefits above.

Where a Regular Employee who is benefit eligible takes a temporary assignment, their benefits will be maintained provided they work no less than an average of twenty-five (25) hours per week. Temporary Employees and a Casual Employees are not eligible for benefits.

### **SCHEDULE "B" – EMPLOYEE BENEFITS – CLIFTON HOUSE**

The Employer has an Employee Benefits Plan paid for by the Employer and administered by the Employer as follows:

The Employee shall pay twenty-five percent (25%) of the premiums and the Employer shall pay seventy-five percent (75%) of the premiums for the benefits listed below.

- (a) Basic Life Insurance at one (1X) times annual salary rounded to the nearest one thousand (\$1,000.00) dollars.
- (b) Basic Accidental Death and Dismemberment Insurance at one (1X) times annual salary rounded to the nearest one thousand (\$1,000.00) dollars.
- (c) Short Term Disability Insurance at sixty-six and two-thirds (66 2/3%) percent of basic




- weekly earnings.
- (d) Long Term Disability Insurance at sixty-six and two-thirds (66 2/3%) percent of basic weekly earnings.
- (e) Basic Extended Health Benefits - eighty (80%) percent direct bill, drug benefit list.
- (f) Basic Dental Benefits - 80/50/50 Plan. Effective date of ratification  
Extensive Dental Services shall be increased to \$2000.00 per year and Orthodontic Services shall be increased to \$2000.00 per lifetime.
- (g) Alberta Health Care Premium
- (h) Vision Care for Employees and qualified eligible dependants - \$200.00 per covered person per twenty-four (24) month period, or per twelve (12) month period for dependant children up to age fourteen (14) years, commencing for eligible claims incurred on or after April 1, 2008.

The above listed benefits are applicable to all Regular Employees with a zero point four (0.4) FTE or greater and Temporary Employees as defined in Clause 6.01(c), after six (6) months of continuous service and whose hours of work exceed fifteen (15) hours per week averaged over one (1) complete shift cycle.

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

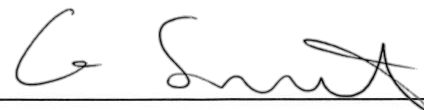
Signed this 26 day of February, 2024.

ON BEHALF OF THE BRENDA STRAFFORD  
FOUNDATION LTD.

  
\_\_\_\_\_

  
\_\_\_\_\_  
WITNESS

ON BEHALF OF THE ALBERTA UNION  
OF PROVINCIAL EMPLOYEES

  
\_\_\_\_\_

\_\_\_\_\_  
WITNESS

**LETTER OF UNDERSTANDING #1 – LEAVES OF ABSENCE UNDER EMPLOYMENT  
STANDARDS CODE**

1. The Parties agree that the Employer shall provide the following leaves in accordance with the entitlements set out in the Alberta *Employment Standards Code* and *Employment Standards Regulation* in effect as of the date of ratification.
2. **Compassionate Care Leave**  
An Employee who has been employed for at least ninety (90) days is entitled to unpaid compassionate care leave for a period of up to twenty-seven (27) weeks in accordance with the *Employment Standards Code* and the *Employment Insurance Act* for the purpose of providing care or support to a seriously ill family member.  
  
Qualified relative means a person in a relationship to the Employee for whom the Employee would be eligible for the compassionate care benefit under the legislation.
3. **Critical Illness of a Child Leave**  
Employees will be granted unpaid leave up to thirty-six (36) weeks of job protection for or the purpose of providing care or support to a critically ill child of a family member in accordance with the *Employment Standards Code*, *Employment Standards Regulation* and Employment Insurance (EI) legislation.
4. **Critical Illness of an Adult Leave**  
Employees will be granted unpaid leave up to sixteen (16) weeks of job protection for or the purpose of providing care or support to a critically ill adult of a family member in accordance with the *Employment Standards Code*, *Employment Standards Regulation*, and Employment Insurance (EI) legislation.
5. **Death or Disappearance of a Child Leave**  
Employees will be granted unpaid leave up to fifty-two (52) weeks of 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* and Employment Insurance (EI) legislation.
6. **Domestic Violence Leave**  
An Employee who is a victim of domestic violence and has been employed by the same Employer for at least ninety (90) days is entitled to unpaid domestic violence leave of up to ten (10) days in a calendar year in accordance with the *Employment Standards Code*.
7. **Family Responsibility Leave**  
An Employee who has been employed by the same Employer for at least ninety (90) days is entitled to up to five (5) days of unpaid leave in a calendar year, but only to the extent that the leave is necessary for the Employee to meet their family responsibilities in relation to a family member in accordance with the *Employment Standards Code*.
8. **Military Leave**  
An Employee who has completed twenty-six (26) weeks of employment and is required by military authorities to attend training or perform military services shall be granted leave without pay for up to twenty (20) days per year for annual training.
9. **Citizenship Ceremony Leave**  
Employees will be granted unpaid leave for Employees to attend a citizenship ceremony in accordance with the *Citizenship Act* (Canada).

SIGNED ON BEHALF OF THE BRENDA  
STRAFFORD FOUNDATION LTD

Kara Gillespie

DATE: March 19, 2024

SIGNED ON BEHALF OF THE ALBERTA  
UNION OF PROVINCIAL EMPLOYEES

C. Smith

DATE: March 13, 2024

**LETTER OF UNDERSTANDING #2 – 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      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 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      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.

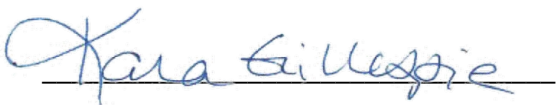
The Employees shall have the choice of coming into the workplace or providing a contact telephone number where they can be reached at their set time to select their line.

- 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.

Employees with no available positions will receive at least fourteen (14) calendar days of notice of layoff. Any laid off Regular Employee shall retain all rights of recall for a period of twelve (12) months in accordance with Article 17. Any laid off Regular Employee shall be offered casual shifts for a period of twelve (12) months in accordance with Article 17.

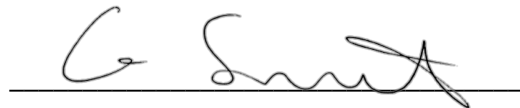
It is further agreed that nothing prevents the Employer and Union from mutually agreeing in writing to another process not considered or listed in this Letter of Understanding.

SIGNED ON BEHALF OF THE BRENDA  
STRAFFORD FOUNDATION LTD

  
\_\_\_\_\_

DATE: March 19, 2024

SIGNED ON BEHALF OF THE ALBERTA  
UNION OF PROVINCIAL EMPLOYEES

  
\_\_\_\_\_

DATE: March 13, 2024

**LETTER OF UNDERSTANDING # 3 – SCHEDULING COMMITTEE**

1. The Parties will establish a scheduling committee to:
  - a. identify Employee preferences by classification with respect to potential changes to the master rotation;
  - b. identify the operational considerations to be considered when developing the master rotation;
  - c. generate potential alternate master rotations;
  - d. develop an implementation plan if the Parties agree on an alternate master rotation for one or more classifications.
  
2. The scheduling committee will consist of three (3) representatives selected by the Employer.
  
3. The scheduling committee will consist of three (3) representatives selected by AUPE that shall include:
  - a. the AUPE Member Services Officer;
  - b. two (2) members of the bargaining committee, with a preference for Employees impacted by the potential change to the master rotation.
  
4. The committee shall meet when either party requests a meeting to review concerns and potential changes to the master rotation.
  
5. 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. The changes to the master rotation are not subject to the grievance procedure, provided the new master rotation is compliant with Article 9 – Hours of Work.

SIGNED ON BEHALF OF THE BRENDA  
STRAFFORD FOUNDATION LTD

  
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DATE: March 19, 2024

SIGNED ON BEHALF OF THE ALBERTA  
UNION OF PROVINCIAL EMPLOYEES

  
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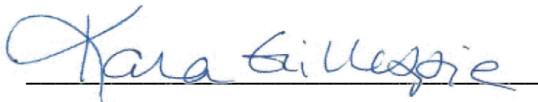
DATE: March 13, 2024

**LETTER OF UNDERSTANDING #4 –HEALTH CARE AIDE WAGE GRID INCREASE**

WHEREAS Alberta Health Services announced they will provide funds to the Contract Operators (the Employer) to provide a temporary premium (increase) of \$2.00 per hour to Health Care Aides effective April 20, 2020 (the “COVID-19 HCA Wage Increase”); therefore

1. The parties agree that the Employer shall continue to pay this premium/ increase until such time as these funds cease to be paid by Alberta Health Services for this purpose. At the time funding ceases, payment to Health Care Aides will revert to their normal hourly wage as per Schedule “A” – Salary Schedule.
2. The parties agree that any legislative and Employer benefits that normally come off an Employee’s salary would be deducted from the \$2.00.

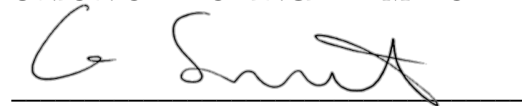
SIGNED ON BEHALF OF THE BRENDA  
STRAFFORD FOUNDATION LTD



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DATE: March 19, 2024

SIGNED ON BEHALF OF THE ALBERTA  
UNION OF PROVINCIAL EMPLOYEES



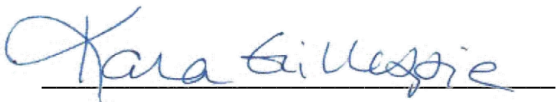
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DATE: March 13, 2024

**LETTER OF UNDERSTANDING #5 – BENEFIT PLAN REVIEW COMMITTEE**

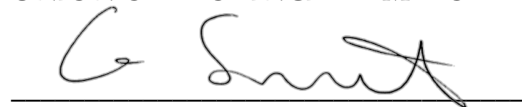
1. The Parties will establish a committee to review the existing benefits plans for the purpose of:
  - a) Understanding the differences between the existing plans;
  - b) Reviewing how the existing plans compare with other comparable employers;
  - c) Discussing the relative value Employee’s place on the current components of the benefit plan design relative to the cost; and
  - d) Proposing potential amendments to Article 11 – Sick Leave and Schedule B – Employee Benefits for the next round of collective bargaining.
2. The Benefit Plan Review Committee shall consist of two (2) members of the Clifton House bargaining committee and two (2) members of the Wentworth Manor bargaining committee, along with a representative appointed by the Union. The role of the Employee representatives of the Committee is to represent the perspectives of the Employees of their site.
3. The Benefit Plan Review Committee shall consist of up to four (4) members from the Employer. At least one of the Employer members shall be knowledgeable of the existing Benefit Plans. In addition to the Employer committee members, the Employer can invite a representative from the industry as a guest to assist the Parties.
4. The Benefit Plan Review Committee shall have their initial meeting within sixty (60) days of the ratification of the Collective Agreement. The Committee shall determine the frequency and duration of meetings to complete the purpose identified above no later than August 31, 2024.
5. The Employer shall consider the input of the Benefit Review Committee prior to making changes to the benefit plan design, subject to the requirements of the Collective Agreement.

SIGNED ON BEHALF OF THE BRENDA  
STRAFFORD FOUNDATION LTD

  
\_\_\_\_\_

DATE: March 19, 2024

SIGNED ON BEHALF OF THE ALBERTA  
UNION OF PROVINCIAL EMPLOYEES

  
\_\_\_\_\_

DATE: March 13, 2024

**LETTER OF UNDERSTANDING #6 – LUMP SUM PAYMENTS**

1. The parties agree to the following lump sum payment for all Employees at Clifton House as of the date of ratification:

Time Period	Calculation
October 1, 2021 to August 31, 2022	1.00% of the Employee’s Basic Rate of Pay as of August 31, 2022 multiplied by all regular hours worked in the time period
September 1, 2022 to March 31, 2023	1.25% of the Employee’s Basic Rate of Pay as of March 31, 2023 multiplied by all regular hours worked in the time period
April 1, 2023 to date of ratification	2.00% of the Employee’s Basic Rate of Pay as of the date of ratification multiplied by all regular hours worked in the time period

The following rates shall be used for the purpose of the Clifton House lump sum described above:

**Health Care Aide - Clifton**

	<i>Hours</i>	0	1957	3914	5871	7828	9785	11742	13699
<b>Rate As Of</b>	<b>Step 1</b>	<b>Step 2</b>	<b>Step 3</b>	<b>Step 4</b>	<b>Step 5</b>	<b>Step 6</b>	<b>Step 7</b>	<b>Step 8</b>	<b>Step 8</b>
August 31, 2022	20.12	21.17	21.86	22.51	23.25	23.77	24.75	25.50	
March 31, 2023	20.37	21.43	22.13	22.79	23.54	24.07	24.76	25.52	
date of ratification	20.78	21.86	22.57	23.25	24.01	24.55	25.26	26.03	

**Licensed Practical Nurse - Clifton**

	<i>Hours (hired after ratification)</i>	0	2015	4030	5987	7944	9901	11858	13815
	<i>Hours (hired before ratification)</i>	0	1957	3914	5871	7828	9785	11742	13699
<b>Rate As Of</b>	<b>Step 1</b>	<b>Step 2</b>	<b>Step 3</b>	<b>Step 4</b>	<b>Step 5</b>	<b>Step 6</b>	<b>Step 7</b>	<b>Step 8</b>	<b>Step 8</b>
August 31, 2022	27.03	28.19	29.32	30.47	31.60	32.71	34.03	35.39	
March 31, 2023	27.04	28.23	29.35	30.50	31.64	32.73	34.05	35.42	
date of ratification	27.58	28.79	29.94	31.11	32.27	33.38	34.73	36.13	

**Certified Therapy Aide - Clifton**

**Recreation Aide - Clifton**

	<i>Hours</i>	0	1957	3914	5871	7828	9785
<b>Rate As Of</b>	<b>Step 1</b>	<b>Step 2</b>	<b>Step 3</b>	<b>Step 4</b>	<b>Step 5</b>	<b>Step 6</b>	<b>Step 6</b>
August 31, 2022	21.80	22.89	23.54	24.32	24.99	25.76	
March 31, 2023	22.07	23.18	23.83	24.62	25.30	26.08	



date of ratification	22.51	23.64	24.31	25.11	25.81	26.60
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**Certified Unit Clerk - Clifton**

	Hours	0	1957	3914	5871	7828	9785
<b>Rate As Of</b>	<b>Step 1</b>	<b>Step 2</b>	<b>Step 3</b>	<b>Step 4</b>	<b>Step 5</b>	<b>Step 6</b>	
August 31, 2022	23.62	24.30	24.92	25.52	26.18	26.80	
March 31, 2023	23.92	24.60	25.23	25.84	26.51	27.14	
date of ratification	24.40	25.09	25.73	26.36	27.04	27.68	

**Receptionist - Clifton**

	Hours	0	1957	3914	5871	7828
<b>Rate As Of</b>	<b>Step 1</b>	<b>Step 2</b>	<b>Step 3</b>	<b>Step 4</b>	<b>Step 5</b>	
August 31, 2022	17.01	17.53	18.07	18.58	20.33	
March 31, 2023	17.22	17.75	18.30	18.81	20.58	
date of ratification	17.56	18.11	18.67	19.19	20.99	

2. The parties agree to the following lump sum payment for all Employees at Wentworth Manor as of the date of ratification:

Time Period	Calculation
December 31, 2022 to March 31, 2023	1.25% of the Employee's Basic Rate of Pay as of March 31, 2023 multiplied by all regular hours worked in the time period
April 1, 2023 to date of ratification	2.00% of the Employee's Basic Rate of Pay as of the date of ratification multiplied by all regular hours worked in the time period

The following rates shall be used for the purpose of the Wentworth Manor lump sum described above:

**Health Care Aide - Wentworth**

**Health Care Aide Adult Day Program - Wentworth**

**In-Service Assistant - Wentworth**

	Hours (hired before Nov. 24, 2016)	0	0	1957	3914	5871	7828	9785	11742
	Hours (hired after Nov. 24, 2016)	0	1957	3914	5871	7828	9785	11742	13699
<b>Rate As Of</b>	<b>Step 1</b>	<b>Step 2</b>	<b>Step 3</b>	<b>Step 4</b>	<b>Step 5</b>	<b>Step 6</b>	<b>Step 7</b>	<b>Step 8</b>	
March 31, 2023	20.49	20.90	21.62	22.49	23.22	23.96	25.05	25.87	
date of ratification	20.78	21.86	22.57	23.25	24.01	24.55	25.26	26.03	

**Licensed Practical Nurse - Wentworth**

Hours (hired after ratification)	0	2015	4030	5987	7944	9901	11858	13815
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	<i>Hours (hired before ratification)</i>							
	0	1957	3914	5871	7828	9785	11742	13699
<b>Rate As Of</b>	<b>Step 1</b>	<b>Step 2</b>	<b>Step 3</b>	<b>Step 4</b>	<b>Step 5</b>	<b>Step 6</b>	<b>Step 7</b>	<b>Step 8</b>
March 31, 2023	27.22	28.42	29.55	30.70	31.86	32.97	34.29	35.67
date of ratification	27.58	28.79	29.94	31.11	32.27	33.38	34.73	36.13

**Certified Therapy Aide - Wentworth**

	<i>Hours (hired before Nov. 24, 2016)</i>					
	0	0	1957	3914	5871	7828
	<i>Hours (hired after Nov. 24, 2016)</i>					
	0	1957	3914	5871	7828	9785
<b>Rate As Of</b>	<b>Step 1</b>	<b>Step 2</b>	<b>Step 3</b>	<b>Step 4</b>	<b>Step 5</b>	<b>Step 6</b>
March 31, 2023	21.35	21.77	22.93	23.16	23.44	23.90
date of ratification	22.51	23.64	24.31	25.11	25.81	26.60

3. The parties agree to the following lump sum payment for all Employees as of the date of ratification:

Time Period	Calculation
January 1, 2021 to December 31, 2021	1.00% of the Employee's Basic Rate of Pay as of December 31, 2021 multiplied by all regular hours worked in the time period

The following rates shall be used for the purpose of the lump sum described above:

- (a) Clifton House rates as of December 31, 2021 are the rates in point 1 of this letter of understanding as of August 31, 2022.
- (b) Wentworth Manor rates as of December 31, 2021 are the rates in point 2 of this letter of understanding as of March 31, 2023.

For the purposes of this lump sum payment "regular hours 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) Leaves of Absence under *Employment Standards Code* as outlined in Letter of Understanding #1.

4. The parties agree to the following lump sum payment for Employees at Clifton House as of the date of ratification in the Certified Therapy Assistant, Certified Unit Clerk, and Receptionist classifications:

- (a) For Regular and Temporary Full-time Employees, a payment of \$1,400;
- (b) For Regular Part-time, Temporary Part-time, and Casual Employees, a payment of \$1,400, pro-rated to all regular hours actually worked and paid at the Basic Rate of Pay between April 1, 2021, and March 31, 2022, to a maximum of 1.0 FTE.

SIGNED ON BEHALF OF THE BRENDA  
STRAFFORD FOUNDATION LTD

Kara Gillespie

DATE: March 19, 2024

SIGNED ON BEHALF OF THE ALBERTA  
UNION OF PROVINCIAL EMPLOYEES

G. Smith

DATE: March 13, 2024