



## **COLLECTIVE AGREEMENT**

**BETWEEN**

**CAREWEST**

**AND THE**

**ALBERTA UNION OF PROVINCIAL EMPLOYEES  
LOCAL 48  
CHAPTERS 007, 008, 009, 016, 035, 037, 038, 039, 040 & 041**

*(all employees at Colonel Belcher, George Boyack Nursing Home, Cross Bow Auxiliary Hospital, Dr. Vernon Fanning Extended Care Centre, Glenmore Park Auxiliary Hospital, Rouleau Manor, Garrison Green, Sarcee, Signal Pointe, Nickle House and C3 Beddington when employed in auxiliary nursing care)*

**July 1, 2020 – June 30, 2024**

## NUMERICAL INDEX

<u>ARTICLE</u>	<u>PAGE</u>
1 Term of Collective Agreement.....	2
2 Definitions.....	2
3 Recognition.....	4
4 Union Membership and Dues Deduction.....	5
5 Management Rights.....	6
6 Safe and Respectful Workplace.....	6
7 In-Service Programs.....	7
8 Probationary Period.....	8
9 Seniority.....	9
10 Performance Appraisals.....	10
11 Appointments, Transfers and Promotions.....	11
12 Hours of Work.....	13
13 Overtime.....	18
14 Salaries.....	18
15 Pyramiding.....	21
16 Shift Differential.....	21
17 Weekend Premium.....	22
18 Employee-Management Advisory Committee.....	23
19 Resignation and Termination.....	23
20 Transportation.....	24
21 Named Holidays.....	24
22 Annual Vacation.....	26
23 Employee Benefits Plan.....	30
24 Sick Leave.....	31
25 Workers' Compensation.....	35
26 Leave of Absence.....	36
27 Pension Plan.....	43
28 Regular Part-Time Employees.....	43
29 Temporary Employees.....	55
30 Casual Employee.....	55
31 Layoff and Recall.....	61
32 Discipline and Dismissal.....	64
33 Bulletin Board Space.....	66
34 Occupational Health and Safety.....	66
35 Copies of Collective Agreement.....	67
36 Grievance Procedure.....	68
37 Extended Work Day.....	71
38 Dress Code.....	80
39 Temporary Assignments.....	80
40 Employment Insurance Premiums Reductions.....	81
41 Professional Fees.....	81
SALARY SCHEDULE.....	82

<u>LETTER OF UNDERSTANDING</u> .....	<u>PAGE</u>
LETTER OF UNDERSTANDING #1	
RE: Mutual Agreement to Adjust FTEs .....	84
LETTER OF UNDERSTANDING #2	
RE: Flexible Spending Account.....	86
LETTER OF UNDERSTANDING #3	
RE: Hours of Work .....	89
LETTER OF UNDERSTANDING #4	
RE: Leaves of Absence for Union Business.....	90
LETTER OF UNDERSTANDING #5	
RE: Layoff Process Pursuant to 31 on Facility Closure.....	92
LETTER OF UNDERSTANDING #6	
RE: Workload .....	93
LETTER OF UNDERSTANDING #7	
RE: Supplementary Benefit Plan Improvements.....	94
LETTER OF UNDERSTANDING #8	
Re: Alternative Line Selection Process .....	95
LETTER OF UNDERSTANDING #9	
RE: Booking Practices Review.....	98
LETTER OF UNDERSTANDING #10	
RE: Professional Regulation of Health Care Aides (HCAs) .....	100

ALPHABETICAL INDEX

<u>ARTICLE</u>	<u>PAGE</u>
22 Annual Vacation.....	26
11 Appointments, Transfers and Promotions .....	11
33 Bulletin Board Space.....	66
30 Casual Employee.....	55
35 Copies of Collective Agreement .....	67
2 Definitions.....	2
32 Discipline and Dismissal.....	64
38 Dress Code .....	80
23 Employee Benefits Plan.....	30
18 Employee-Management Advisory Committee.....	23
40 Employment Insurance Premiums Reductions .....	81
37 Extended Work Day .....	71
36 Grievance Procedure .....	68
12 Hours of Work.....	13
7 In-Service Programs.....	7
31 Layoff and Recall.....	61
26 Leave of Absence.....	36
5 Management Rights.....	6
21 Named Holidays .....	24
34 Occupational Health and Safety .....	66
13 Overtime.....	18
27 Pension Plan.....	43
10 Performance Appraisals.....	10
8 Probationary Period.....	8
41 Professional Fees .....	81
15 Pyramiding .....	21
3 Recognition .....	4
28 Regular Part-Time Employees.....	43
19 Resignation and Termination.....	23
6 Safe and Respectful Workplace.....	6
14 Salaries.....	18
SALARY SCHEDULE.....	82
9 Seniority.....	9
16 Shift Differential.....	21
24 Sick Leave.....	31
39 Temporary Assignments.....	80
29 Temporary Employees .....	55
1 Term of Collective Agreement.....	2
20 Transportation.....	24
4 Union Membership and Dues Deduction.....	5
17 Weekend Premium .....	22
25 Workers' Compensation .....	35

<u>LETTER OF UNDERSTANDING</u> .....	<u>PAGE</u>
LETTER OF UNDERSTANDING #8	
Re: Alternative Line Selection Process .....	95
LETTER OF UNDERSTANDING #9	
Re: Booking Practices Review.....	98
LETTER OF UNDERSTANDING #2	
Re: Flexible Spending Account.....	86
LETTER OF UNDERSTANDING #3	
Re: Hours of Work .....	89
LETTER OF UNDERSTANDING #5	
Re: Layoff Process Pursuant to 31 on Facility Closure.....	92
LETTER OF UNDERSTANDING #4	
Re: Leaves of Absence for Union Business.....	90
LETTER OF UNDERSTANDING #1	
Re: Mutual Agreement to Adjust FTEs .....	84
LETTER OF UNDERSTANDING #10	
Re: Professional Regulation of Health Care Aides (HCAs) .....	100
LETTER OF UNDERSTANDING #7	
Re: Supplementary Benefit Plan Improvements.....	94
LETTER OF UNDERSTANDING #6	
Re: Workload .....	93

COLLECTIVE AGREEMENT made this 28th day of June, 2023

BETWEEN

CAREWEST

(hereinafter referred to as the "Employer")

OF THE FIRST PART

AND THE

ALBERTA UNION OF PROVINCIAL EMPLOYEES,

LOCAL 48, CHAPTERS 007, 008, 009, 016, 035, 037, 038, 039, 040 & 041

*(all employees at Colonel Belcher, George Boyack Nursing Home, Cross Bow Auxiliary Hospital, Dr. Vernon Fanning Extended Care Centre, Glenmore Park Auxiliary Hospital, Rouleau Manor, Garrison Green, Sarcee, Signal Pointe, Nickle House and C3 Beddington when employed in auxiliary nursing care)*

(hereinafter referred to as the "Union")

OF THE SECOND PART

**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 the date of ratification up to and including June 30, 2024 and from year to year thereafter unless notice, in writing, is given by either Party to the other Party not less than sixty (60) calendar days nor more than one hundred and twenty (120) calendar days prior to the expiration of its desire to amend this Collective Agreement.

1.02 Where notice is served by either Party to commence collective bargaining, this Collective Agreement shall continue in full force and effect until a new Collective Agreement has been ratified by both Parties or until the requirements of the Alberta Labour Relations Code have been met.

1.03 Any notice required 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, address in the case of the Employer to:

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

and in the case of the Union to:

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

**ARTICLE 2**  
**DEFINITIONS**

2.01 "Administrator/Site Director" means the Director or their designate responsible for the day to day activities of the facility.

2.02 "Arbitration and Adjudication" takes its meaning from the section of the appropriate Act dealing with the resolution of a difference. Hereinafter, where the word "Arbitration" is used, it shall be deemed to mean "Adjudication" where applicable.

2.03 "AUPE" means The Alberta Union of Provincial Employees. In the event of a change of name of the aforementioned AUPE, the subsequent name shall be recognized.

2.04 "Basic Rate of Pay" means the incremental step in the Salaries Schedule applicable to an Employee in accordance with the terms of this Collective Agreement, exclusive of all premium payments.

- 2.05 "Centre" means the health facility in which the Employee is regularly scheduled to work.
- 2.06 "Code" means The Alberta Labour Relations Code, as amended from time to time.
- 2.07 "Continuous Service" means the period of employment commencing on the latest date of employment in the Bargaining Unit that is not interrupted by termination or dismissal.
- 2.08 "Employee" means a person covered by this Collective Agreement and employed by the Employer. At the time of hire the employment status of each Employee will be determined in accordance with the following:
- 2.09 (a) "Regular Employee" is one who works on a full-time or part-time basis on regularly scheduled shifts of continuing nature:
- (i) "Full-time Employee" is one who is regularly scheduled to work the full specified hours in the "Hours of Work" Article of this Collective Agreement;
  - (ii) "Part-time Employee" is one who is regularly scheduled for less than the normal hours specified in the "Hours of Work" Article of this Collective Agreement.
- (b) "Casual Employee" is one who:
- (i) is regularly scheduled for a period of three (3) months or less for a specific job; or
  - (ii) relieves for absences the duration of which is three (3) months or less; or
  - (iii) works on a call in basis and is not regularly scheduled.
- (c) "Temporary Employee" is one who is hired on a temporary basis for a Full-time or Part-time position:
- (i) for a specific position of more than three (3) months but less than eighteen (18) months; or
  - (ii) to replace a Full-time or Part-time Employee who is on approved leave of absence for a period in excess of three (3) months; or
  - (iii) to replace a Full-time or Part-time Employee who is on leave due to illness or injury where the Employee has indicated that the duration of such leave will be in excess of three (3) months.

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



- 2.10 "Employer" means CAREWEST.
- 2.11 The singular shall include the plural and vice-versa, as applicable.
- 2.12 "FTE" means full time equivalent.
- 2.13 "Registration" takes it's meaning from the Health Professions Act R.S.A. 2000, c. H-7 as amended. Registration is not membership in the Union.
- 2.14 "Shift" means a daily tour of duty excluding overtime hours.
- 2.15 "Night Shift" (beginning at 2300 hours) is defined as occurring on the calendar day upon which it begins.
- 2.16 "Shift Cycle" means the period of time when the shift schedule repeats itself. In those instances where the schedule does not repeat itself, the term "Shift Cycle" shall be understood to mean a period of time not exceeding twelve (12) weeks.
- 2.17 For the purpose of applying the terms of this Collective Agreement, time worked shall be deemed to have been worked on the day on which the majority of hours of the shift fall.
- 2.18 "Union Representative" means a representative from the Union authorized by the Union to act on behalf of an Employee.
- 2.19 "Union Steward" means a member who has been nominated, and trained to act on behalf of other members.

### ARTICLE 3 RECOGNITION

- 3.01 The Employer acknowledges that when duly certified as the Bargaining Agent for Employees described in the certificate issued by the Alberta Labour Relations Board, the Union has exclusive authority to bargain collectively on behalf of the Employees in the Unit for which it is certified and to bind them by a Collective Agreement.
- 3.02 Except when this Collective Agreement provides for mutual agreement between Employee and Employer no Employee shall be required or permitted to make written or verbal agreement, which may be in conflict with this Agreement.
- 3.03 Union membership meetings may be held at the Employer premises subject to the approval of the Employer.

**ARTICLE 4**  
**UNION MEMBERSHIP AND DUES DEDUCTION**

- 4.01 Employees shall be permitted to wear a lapel size pin representative of their Union and acceptable to the Employer during all hours of employment.
- 4.02 Consistent with the payroll system of the Employer, the Union will advise the Employer of the bi-weekly (fortnightly) amount of its membership dues. An amount equal to said membership dues will be deducted from each Employee at the prescribed rate and remitted to the Union not later than the fifteenth (15th) of the month following.
- (a) the Employee's name;
  - (b) mailing address;
  - (c) classification;
  - (d) site(s);
  - (e) status; (Regular Full-time, Part-time, Temporary, Casual);
  - (f) hourly rate of pay;
  - (g) the amount of deduction for each Employee;
  - (h) the Employee's gross pay;
  - (i) personal phone number;
  - (j) Employee number;
  - (k) starting date;
  - (l) seniority;
  - (m) department;
  - (n) Employees on long term absence status where applicable. Long term absence shall mean any absence in excess of six (6) months;
  - o) Newly hired Employees
- 4.03 Where the Employer's management information system permits and where the Employer agrees, the remittance of Union dues shall be by direct deposit to the Union's bank account.
- 4.04 The dues structure of the Union shall be on a percentage (%) basis and the Union shall give not less than thirty (30) days' notice of any change in the rate at which

dues are to be deducted. Any change in the amount of deduction shall be implemented by the Employer at the next possible pay period following expiry of the notice period.

**ARTICLE 5  
MANAGEMENT RIGHTS**

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

**ARTICLE 6  
SAFE AND RESPECTFUL WORKPLACE**

- 6.01 There shall be no discrimination, restriction or coercion exercised or practiced in respect of any Employee by either Party by reason of race, religious beliefs, colour, gender, gender identity, gender expression, physical disability, mental disability, age, ancestry, place of origin, marital status, source of income, family status or sexual orientation nor by reason of membership or non-membership or activity in the Union nor in respect of an Employee's or Employer's exercising any right conferred under this Agreement or any law of Canada or Alberta.
- 6.02 The Employer, Union and Employees are committed to having a safe and respectful workplace where discrimination and harassment are not tolerated.
- 6.03 The Employer shall maintain current policies to ensure a safe and respectful workplace environment where everyone has the right to be treated with dignity and respect and free from discrimination and harassment.
- 6.04 Pursuant to the Employer's Safe and Respectful Environment policy the complainant, respondent and relevant stakeholders will be advised of the outcome of a formal investigation.
- 6.05 For the purpose of this Agreement, harassment is defined as inappropriate, unwelcome, intimidating, or coercive behavior that adversely affects health, security, working conditions, prospects for promotion or compensation of a person. Harassment includes, but it not limited to, bullying and sexual harassment.
- 6.06 An Employee who has a complaint of discrimination or harassment has a responsibility to document the incident and advise the Respondent that their actions are unwanted and improper. If the Employee is uncomfortable or feels intimidated about confronting the Respondent, the Employee shall contact their immediate supervisor, the Department Head, Human Resources or Union Representative for assistance.
- 6.07 If an Employee submits a complaint of discrimination or harassment the Employer shall conduct an investigation in accordance with the Employer's Safe and

Respectful Environment policy and Employees are required to cooperate with the investigation. All complaints will be dealt with promptly and in a confidential manner. Investigations will be concluded within ninety (90) days from the date the complaint was submitted to the Employer unless circumstances warrant an extension which the Union will not unreasonably deny.

- 6.08 If the investigation determines that discrimination or harassment has occurred, the Employer may address the matter through a restorative process or impose disciplinary action, up to and including discharge.
- 6.09 The Employer will not tolerate any form of retaliation against an Employee who, in good faith, makes a complaint of discrimination or harassment.

#### ARTICLE 7 IN-SERVICE PROGRAMS

- 7.01 The Parties to this Collective Agreement recognize the value of continuing in-service education for Employees in the nursing profession and that the responsibility for such continuing education lies not only with the individual but also with the Employer. For the purpose of this Article, the term "in-service" includes: orientation, acquisition and maintenance of essential skills, and other programs that may be offered by the Employer.
- 7.02 The Employer reserves the right to identify specific in-service sessions as being compulsory for Employees and those required to attend such sessions shall be paid at the applicable rate of pay for attendance. The following in-service programs shall be compulsory and shall be provided to Employees on an annual basis:
- (i) Emergency preparedness including fire, evacuation and disaster procedures;
  - (ii) Prevention of personal injury including musculoskeletal injury arising from repetitive movements or strains including proper lifting and prevention of back injuries; and
  - (iii) Workplace Hazardous Materials Information System (WHMIS).
- 7.03 Employees who, with the prior approval of the Employer, attend in-service programs that are not identified as compulsory by the Employer shall suffer no loss of regular earnings for attending such programs.
- 7.04 The Employer shall make available at least every two (2) years or more frequently as determined by the Employer an in-service on :
- (i) the prevention and management of staff abuse, consistent with the Employer's Safe and Respectful Environment policy, and other in-service

education programs as deemed appropriate for the purpose of maintaining proficiency.

- (ii) management of aggressive behavior and/or non-crisis intervention where it is relevant to an Employee's work environment and the unit they work on.

7.05 The Employer shall make available current nursing related journals in each Centre.

7.06 Professional Development Days

All Employees employed by the Employer and working as a Licensed Practical Nurse, upon request, shall be granted a maximum of three (3) professional development days annually for professional development related to nursing skills, at the Basic Rate of Pay. Such Professional Development Days are not cumulative from year to year.

Such Employee shall be advised, prior to taking any professional development days of any transportation, registration fees, subsistence and other expenses that will be paid by the Employer.

7.07 Where the Employer chooses to deliver mandatory training through computer-based modules, they will ensure sufficient access to computer terminals within the worksite or designated training area.

**ARTICLE 8  
PROBATIONARY PERIOD**

8.01 An Employee 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. During the probationary period the Employee may be terminated for any reason, without:

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

8.02 The Employer shall provide a paid orientation including:

- (a) an orientation to the site and/ or Employer organization; and

(b) the Employee's first two (2) shifts of patient/ resident/ client care shall be under guidance and will be scheduled by the Employer.

8.03 Subject to Article 10 - Performance Appraisals, the Employer shall provide a written performance appraisal of each probationary Employee at least once during their probationary period.

8.04 A Representative of the Union shall have the right to make a presentation of up to thirty (30) minutes during the paid orientation of new Employees. Attendance at the presentation shall not be compulsory.

## ARTICLE 9 SENIORITY

9.01 The seniority date of all Regular Employees shall be bargaining unit-wide meaning the date on which the Regular Employee commenced employment with the Employer including all prior periods of uninterrupted service as a Casual, Temporary, or Regular Employee.

9.02 Seniority shall not apply during the probationary period; however, once the probationary period has been completed seniority shall be credited from the seniority date established pursuant to Article 9.01.

9.03 Seniority shall be considered in determining:

- (a) preference of vacation time subject to the provisions of Article 22 of this Collective Agreement;
- (b) layoffs and recalls, subject to the provisions specified in Article 31 of this Collective Agreement;
- (c) promotions and transfers and in filling vacancies within the Bargaining Unit subject to the provisions specified in Article 11 of this Collective Agreement;
- (d) the selection of available rotations by Employees on a unit affected by a new master rotation that does not change an Employee's Full-time equivalency (FTE).

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

- (a) when the employment relationship is terminated by either the Employer or the 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;

- (c) if an Employee does not return to work on recall, as provided in of the Layoff and Recall Article of this Collective Agreement;
  - (d) An Employee shall lose all seniority and shall be deemed to have terminated employment with the Employer if the Employee is appointed to or fills a position outside the Bargaining Unit and does not return to their bargaining unit position within eighteen (18) months worked from the date of promotion. An employee who wishes to return to work in the bargaining unit will have their seniority date adjusted upon return to the bargaining unit to account for the time spent outside of the bargaining unit under this Article.
  - (e) When a Regular Employee elects to exercise this right prior to commencing the temporary management or professional position, the Employer will pursuant to Article 11 return the Employee to their former position at the conclusion of the period, or if their former position is no longer available, place the Employee in a suitable alternative position.
- 9.05
- (a) The Employer will maintain a bargaining unit-wide seniority list;
  - (b) Seniority lists will be updated and posted not less frequently than every six (6) months following the first (1st) of the month following the date of ratification, and will include an Employee's name, classification, full-time equivalent (FTE), seniority date, and date of hire.
  - (c) A copy of the seniority lists will be provided to the Union following posting. The Union will have three (3) months in which to take issue with the seniority lists, otherwise, the seniority lists will be deemed to be correct.
- 9.06
- Should a difference arise regarding an Employee's seniority, the Parties shall exchange information necessary to establish accurate seniority. Where an Employee's information is satisfactory to the Employer, the seniority date shall be amended accordingly. If the Employee is unable to provide satisfactory proof, the strict provisions of Article 9.01 will apply, based on the Employer's available records.

**ARTICLE 10**  
**PERFORMANCE APPRAISALS**

- 10.01
- The Parties recognize the desirability of a performance appraisal system designed to effectively utilize and develop the Employees of the Centre. Recognizing the distinction between performance appraisal and discipline, the purpose of the performance appraisal is to constructively review the Employee's performance during the review period.

- 10.02 Meetings for the purpose of the performance appraisal interview shall be scheduled by the Employer with reasonable advance notice. At the interview the Employee shall be given a copy of their performance appraisal document. The Employee shall sign their performance appraisal for the sole purpose of indicating that they are aware of their performance appraisal, and shall have the right to respond in writing within ten (10) days of the interview and that reply shall be placed in their personnel file.
- 10.03 (a) By appointment made at least three (3) working days in advance, an Employee may view their personnel file in the Human Resource Office once each year or when the Employee has filed a grievance. An Employee may be accompanied by a Union Representative when viewing their personnel file.
- (b) An Employee shall be given a copy of the contents of their personnel file upon request, not more frequently than once in a calendar year, or when the Employee has filed a grievance, provided that they first pays to the Employer a reasonable fee, established by the Employer to cover the cost of copying.
- (c) In the case of a grievance, the fee prescribed shall be waived where the Employee requests a copy of material related to the grievance.
- 10.04 An Employee's performance appraisal shall not be released by the Employer to any person except to a Board of Arbitration, or as required by law, without the written consent of the Employee.
- 10.05 The Employer's Representative who conducts the performance appraisal shall be in a position outside the Bargaining Unit.

## ARTICLE 11

### APPOINTMENTS, TRANSFERS AND PROMOTIONS

- 11.01 The Employer shall post within the Centre(s) notices of vacant positions within the Bargaining Unit not less than seven (7) calendar days in advance of making an appointment. The posting shall contain the following information:
- (a) qualifications required; and
  - (b) employment status;
  - (c) site;
  - (d) classification;
  - (e) range of rate of pay;
  - (f) if a temporary position, the anticipated duration of such position; and



(g) Full-time equivalent (FTE).

For information purpose only, a notice of vacancy shall specify the number of hours per shift, shifts per cycle and the current shift pattern for that position.

- 11.02 Applications for vacancies, transfers or promotions, shall be made in writing to the Site Director or designate electronically on the Employer's Job Application System.
- 11.03 When circumstances require the Employer to hire a new Employee to fill a vacancy pending completion of the transactions contemplated in Article 11 Appointments, Transfers and Promotions, the appointment shall be made on a casual basis only.
- 11.04 (a) When making promotions and transfers and filling vacancies within the Bargaining Unit, the determining factors shall be the most requisite job related skills, training, knowledge, seniority, acceptable performance and other relevant attributes and where these factors are considered by the Employer to be equal and satisfactory, seniority shall be the deciding factor.
- (b) Regular Employees in the Bargaining Unit shall be given preference over other applicants.
- 11.05 (a) All applicants for a posted transfer and/or vacancy, shall be informed in writing of their acceptance or rejection within seven (7) days of the date of the appointment. The Union shall be advised of the successful candidate. The Employer shall provide the Employee with a letter confirming, in writing, the transfer, promotion or selection into the vacancy.
- (b) Bargaining unit members who are not the successful applicant for a posting may request to meet with the hiring Manager within ten (10) days of notification received under Article 11.05(a) under to review the experience, performance and qualifications of the position and discuss what steps they may take to prepare them for success in the future.
- (c) Upon request of either party, the Employer and the Union shall discuss the criteria utilized in awarding a promotion or transfer.
- (d) A meeting requested under Article 11.05(b) shall be considered to have met the requirements of Informal Discussion under Article 36: Grievance Procedure.
- 11.06 (a) Transfers and promotions shall be on a trial basis. The transferred or promoted Employee will be given a trial period of three hundred forty-eight point seven five (348.75) regular hours worked, in which to demonstrate the ability to fill the new position satisfactorily. The trial

period may be extended by the number of working hours absent for any reason during the trial period.

During the Trial Period, the Employee may either:

- (i) be returned by the Employer to the Employee's former position; or
- (ii) return to their former position provided it is still vacant.

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

- (b) An Employee who is transferred before completing their initial probationary period shall complete the initial probationary period as well as the trial period in Article 11.06(a) above.
- (c) In the event that an Employee returns to their former position pursuant to Article 11.06(a), the Employer shall have one (1) opportunity to fill the resultant vacancy by selecting from the applicants on the original posting. Should the Employer exercise this right the posting provisions of this Article will be deemed to be satisfied.
- (d) The return of an Employee to their former position or placement in another suitable vacant position within their current Centre during their Trial Period is not a contravention of this Collective Agreement.

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

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

## ARTICLE 12 HOURS OF WORK

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

- (a) seven point seven five (7.75) consecutive hours per day;

- (b) thirty-eight point seven five (38.75) hours per week averaged over one (1) complete cycle of shift schedule.

12.02 Regular hours of work shall be deemed to:

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

the alternative to be applied shall be at the discretion of the Employer.

- (b) include, as scheduled by the Employer, one rest period of fifteen (15) minutes during each half shift of not less than four (4) hours.
- (c) exclude, a meal period of thirty (30) minutes to be scheduled by the Employer during each working day on which the Employee works in excess of four (4) hours.

12.03 (a) Notwithstanding that the meal break is to be excluded in the calculation of regular hours of work, if the Employer requires an Employee to be readily available for duty during their meal period, they shall be so advised in advance and be paid for that meal period at their Basic Rate of Pay.

(b) If an Employee is recalled to duty during their meal period or rest period they shall be given a full meal period or rest period later in their shift, or where that is not possible, be paid for the meal period or rest period as follows:

- (i) for a rest period, at two times (2X) their Basic Rate of Pay rather than straight time; or
- (ii) for a meal period for which the Employee is entitled to be paid in accordance with Article 12.03(a), at two times (2X) their Basic Rate of Pay rather than at straight time; or
- (iii) for a meal period for which the Employee is not otherwise entitled to be paid, at two times (2X) their Basic Rate of Pay.

12.04 Subject to Articles 12.12 and 12.13 shift schedules shall be posted twelve (12) weeks in advance or such shorter period as is mutually agreed between the Employer and the Union. The Employer shall allow a Local Chapter Representative of the Union to reproduce a copy of the posted shift schedule.

- 12.05 (a) Except in cases of emergency or by mutual agreement between a Regular Employee and the Employer, shift schedules shall provide for:
- (i) at least fifteen point five zero (15.50) hours off duty between shifts;
  - (ii) at least two (2) consecutive days of rest;
  - (iii) days of rest on two (2) weekends in a five (5) week period. "Weekend" shall mean a Saturday and the following Sunday, assuring a minimum of fifty-five point seven five (55.75) hours off duty;
  - (iv) an Employee shall not be scheduled to work seven (7) consecutive shifts more than twice in a five (5) week cycle.
- (b) Optional scheduling provisions may be available and may be applied upon mutual agreement, in writing, between the Employer and the Union.

Except when application of this Article is waived by mutual agreement between the Employee and the Employer, if an Employee is required by the Employer to change shifts without receiving fifteen point five zero (15.50) hours off duty, they shall be entitled to Premium Pay at two times (2X) their Basic Rate of Pay for that shift. This section does not apply to cases where Articles 12.12 and 12.13 have been applied in altering a shift schedule.

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

- 12.07 (a) The Employer, in scheduling shifts, shall take into consideration an Employee's request for certain shift schedules, subject to the requirements of Section 12.05.
- (b) The shift patterns that may be available are:
- (i) days, evenings, nights (rotation);
  - (ii) days only;
  - (iii) evenings only;
  - (iv) nights only;
  - (v) evenings and days (rotation);
  - (vi) nights and evenings (rotation); and

- (vii) nights and days (rotation).
- (c) A request by an Employee to work evenings only or nights only shall not be unreasonably denied, provided however that the Employer shall have the right to assign periods of day duty to Employees working evenings or nights for the purpose of maintaining proficiency totaling not more than one hundred and ninety-three point seven five (193.75) regular hours worked in a calendar year. When a request to work evenings or nights only is accommodated the Employee may only alter that request by the giving of fourteen (14) weeks notice in intention.
- (d) Employees working shift choices (i), (v) and (vii), shall be assigned a day duty at least one-third (1/3) of the time during the shift cycle. For the purpose of applying the foregoing an Employee will be deemed to have been assigned day duty for those periods of time absent on vacation or on or for a Named Holiday that would have except for such absence been day duty to which the Employee would have been assigned in accordance with the shift schedule. Scheduled days of rest shall not be considered as day duty for the purpose of applying this provision.

#### Exchanging Shifts

- 12.08 (a) Employees may exchange shifts among themselves, provided that:
  - (i) the exchange is agreed to, in writing, between the affected Employees; and
  - (ii) prior approval of such exchange has been given by the Employee's immediate Supervisor; and
  - (iii) such exchange does not result in additional costs for the Employer when compared to the Employee's pre-exchange schedules.
- (b) Such a request shall be made in writing, to the Employer and the Employer's reply shall be in writing.
- (c) Such exchange shall be recorded on the shift schedule.
- (d) Such exchange shall not be deemed a violation of the provisions of this Collective Agreement.

12.09 When an Employee reports for work as scheduled, and is directed by the Employer to leave and return to work for a later shift, they shall be compensated for the inconvenience by a payment equivalent to three (3) hours at their Basic Rate of Pay.

- 12.10 A Regular Employee shall not be scheduled to work more than two (2) different shifts between scheduled days off as mutually agreed between the Employer and the Employee.
- 12.11 An Employee will not be scheduled to work more than seven (7) consecutive days except as may be mutually agreed between the Employer and the Employee. Where mutually agreed, such additional days shall be paid at the Basic Rate of Pay.
- 12.12 Except when application of this Article is waived by mutual agreement between the Employee and the Employer, where an Employee's scheduled days off are changed without fourteen (14) calendar days' notice, the Employee shall be paid at two times (2X) for all hours worked on what should otherwise have been their off duty days.
- 12.13 Except where application of this Article is waived by mutual agreement between the Employee and the Employer, if, in the course of a posted schedule, the Employer changes an Employee's scheduled shift, but not their scheduled days off, the Employee shall be paid at the rate of two times (2X) their Basic Rate of Pay for all hours worked during the first shift of the changed schedule, unless fourteen (14) calendar days notice of such change has been given.
- 12.14 On the date fixed by proclamation, in accordance with the Daylight Savings Time Act, of conversion to Mountain Standard Time, regular hours of work shall be extended to include the resultant additional hour with additional payment due therefore at the applicable overtime rate. On the date fixed by said Act for the resumption of Daylight Savings Time, the resultant reduction of one (1) hour in the shift involved shall be effected with the appropriate deduction in regular earnings.
- 12.15 (a) Employees may work flexible hours by mutual agreement between the Employee and the Employer, whereby at a mutually agreeable time the Employer will provide and the Employee shall take time off:
- (i) for those hours worked during the normal rest period; and
  - (ii) in place of overtime pay for those hours worked in excess of seven point seven five (7.75) in a day or thirty-eight point seven five (38.75) in a week averaged over one (1) cycle of this shift schedule, in which event Articles 12.01, 12.04, 12.05 and Article 13 - Overtime shall have no application.
- (b) The Employee shall be paid for the time taken off in place of overtime pay at the same rate the Employee would have been paid wages had the Employee worked those hours on a normal working day.

- (c) If time off in place of overtime pay is not provided and taken in accordance with the foregoing, the Employee will be paid overtime pay in accordance with Article 13.03.

**ARTICLE 13  
OVERTIME**

- 13.01 Overtime is all time authorized by the Employer and worked by an Employee in excess of seven point seven five (7.75) hours per day, and/or on the scheduled days of rest for Full-time Employees. The Employer shall provide on each unit overtime forms, which are to be signed by the designated authorizing person, and a copy shall be given to the Employee at the time the overtime is worked.
- 13.02 The overtime rate of two times (2X) the applicable Basic Rate of Pay shall be paid for overtime worked.
- 13.03 If mutually agreed between the Employee and the Employer, equivalent time off in lieu of pay may be granted. Time off not taken by the last day of March in any given year shall be paid out.
- 13.04 Where an Employee works overtime on a Named Holiday in accordance with Article 21, Named Holiday pay as outlined in Article 21.3 shall not apply for overtime hours worked.
  - (a) For all overtime hours worked on a named holiday two point five times (2.5x) their basic rate of pay.
  - (b) For all overtime hours worked on August Civic Holiday and Christmas Day three times (3x) their basic rate of pay.

**ARTICLE 14  
SALARIES**

- 14.01 The Basic Rates of Pay as set out in the Salaries Schedule shall be applicable to all Employees covered by this Collective Agreement.
- 14.02 Subject to any of the other terms of this Collective Agreement providing for the withholding or delay in granting of an increment, an Employee's Basic Rate of Pay will be advanced to the next higher Basic Rate of Pay following two thousand two hundred and twenty-two point seven five (2022.75) hours worked with the Employer.
- 14.03 When an Employee is transferred to a classification with a higher rate of pay, they 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 provided that the trial period in the new position is successfully completed.

- 14.04 When an Employee is transferred to a classification with a lower rate of pay their salary shall be adjusted immediately to the Basic Rate of Pay the Employee would have been entitled to had they been on the lower rated classification from commencement of employment.
- 14.05 In the event that the Employer varies the duties of a job classification substantially, the Union may apply for a determination as to whether a new classification has been created.
- 14.06 Should the Employer find it necessary to create a new classification during the life of this Collective Agreement, the new classification will be included within the scope of the Unit for which the Union is the certified Bargaining Agent provided that:
- (a) The Parties to this Collective Agreement mutually agree that the classification is within the scope of the Unit for which the Union is the certified Bargaining Agent or, failing that;
  - (b) the Labour Relations Board rules that the new classification is within the scope of the Unit for which the Union is the certified Bargaining Agent.
- 14.07 When a new classification is created under this Article, for which there is no pay scale in this Collective Agreement, the Employer may establish an interim pay rate and agrees to negotiate an appropriate pay scale with the Union. Failing agreement, the Parties will submit the question directly to Arbitration for settlement commencing at Clause 37.06. The resultant pay scale shall be implemented retroactively to the date the new classification was established.
- 14.08 Employees required by the Employer to attend staff meetings, and Committee meetings (except as provided in Clauses 18.04 and 34.01) shall be paid at the applicable rate of pay for attendance at such meetings.
- 14.09 Provided not more than three (3) years have elapsed since the experience was obtained, when an Employee has experience satisfactory to the Employer, their salary shall be adjusted by applying the following formula as may be applicable:
- (a) all experience satisfactory to the Employer shall be recognized on the basis of one (01) Step for each two thousand and twenty two point seven five (2022.75) hours worked up to the top Step of the Salary Schedule.
  - (b) If the Employee submits documentation of their experience to the Employer within thirty (30) days of their start date the adjustment shall be effective retroactive to their start date. If the documentation is submitted after thirty (30) days such adjustment shall be effective the date the Employee submits documentation of their experience to the Employer.



- 14.10 Only Employees entitled to designation as a Licensed Practical Nurse pursuant to the Health Professions Act R.S.A. 2000, c. H-7 shall be employed as a Licensed Practical Nurse.
- 14.11 An Employee who has completed the required training and who is eligible but not yet registered, or who has not maintained current registration as a Licensed Practical Nurse (LPN) pursuant to the Health Professions Act R.S.A. 2000, c. H-7, shall be paid at the appropriate rate of pay for a Nursing Attendant.
- 14.12 An Employee who has completed the requisite training program pursuant to the *Health Professions Act*, and who passes the C.N.A.T.S. exams on the first available opportunity to sit said examination following the commencement of employment, shall have their Basic Rate of Pay adjusted retroactively to that for the classification of LPN, to the date of hire as working as an LPN. Otherwise retroactive adjustment of the Basic Rate of Pay will be restricted to the date on which the examination was written and passed and the Employee has been certified by the professional body to work as an LPN.

#### Overpayment

- 14.13 (a) Should the Employer issue an Employee an overpayment of wages and / or entitlements, then the Employer may make the necessary monetary or entitlement adjustments and take such internal administrative action as is necessary to correct such errors. The Employer shall notify the Employee in writing that an overpayment has been made and discuss repayment options.
- (b) By mutual agreement between the Employer and the Employee, repayment arrangements shall be made. In the event mutual agreement cannot be reached, the Employer shall recover the overpayment by deducting up to ten percent (10%) of the Employee's gross earnings per pay period.
- (c) In the event that an Employee leaving the service of the Employer owes the Employer money as outlined in 14.13(a), the Employer shall deduct the total amount of money owed by the Employee from salary the Employee is due from unused vacation credits.

#### Underpayment

- 14.14 Should the Employer issue an Employee an underpayment of wages and/or entitlements, then the Employer shall make the necessary monetary or entitlement adjustments within fifteen (15) business days and take such internal administrative action as is necessary to correct such errors. The Employer shall

notify the Employee that an underpayment has been made and discuss payment options.

**Bi-Weekly Paydays**

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

**Self-Serve Portal**

14.16 Detailed pay information will be accessible to Employees on the Employer's self-serve portal.

**ARTICLE 15  
PYRAMIDING**

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

15.02 Where two (2) or more applicable premiums are expressed as multiples of the Basic Rate of Pay, the Employee will be paid only one (1) such premium, that being the highest of the applicable premiums.

**ARTICLE 16  
SHIFT DIFFERENTIAL**

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

- (a) to Employees working a shift where the majority of such shift falls within the period fifteen hundred (1500) hours to twenty-three hundred (2300) hours; or
- (b) to Employees for each hour worked between fifteen hundred (1500) hours to twenty-three hundred (2300) hours, provided that greater than one (1) hour is worked between fifteen hundred (1500) hours to twenty-three hundred (2300) hours;
- (c) to Employees for all overtime hours worked which fall within the period of fifteen hundred (1500) hours to twenty-three hundred (2300) hours.

16.02 A shift differential of five dollars (\$5.00) per hour shall be paid:

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

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

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

#### ARTICLE 17 WEEKEND PREMIUM

17.01 A weekend premium of three dollars and twenty-five cents (\$3.25) per hour shall be paid:

- (a) to Employees working a shift wherein the majority of such shift falls within a sixty-four (64) hour period commencing at fifteen hundred (1500) hours on a Friday; or
- (b) to Employees working each hour worked after fifteen hundred (1500) hours on a Friday provided that greater than one (1) hour is worked within a sixty-four (64) hour period commencing at fifteen hundred (1500) hours on a Friday;
- (c) to Employees working all overtime hours that fall within the sixty-four (64) hour period commencing at fifteen hundred (1500) hours on a Friday.

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

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

## ARTICLE 18

### EMPLOYEE-MANAGEMENT ADVISORY COMMITTEE

- 18.01 There shall be an Employee-Management Advisory Committee (EMAC). The desired functions of the EMAC are to examine and make recommendations regarding the concerns of Employees relative to resident/care, professional responsibility, workload and other matters related to employment, not covered within the Collective Agreement.
- 18.02 The Local Chapter Representative of the Union shall provide the names of up to four (4) elected Employees and the Employer shall provide the names of up to four (4) appointed Representatives to sit on the EMAC. Alternative representatives may be designated from the same group.
- 18.03 The EMAC will function in accordance with the Terms of Reference for each site and will meet quarterly.
- 18.04 An Employee attending Committee meetings shall be paid at their Basic Rate of Pay for such attendance.

## ARTICLE 19

### RESIGNATION AND TERMINATION

- 19.01 An Employee shall give the Employer at least fourteen (14) calendar days notice of termination of employment.
- 19.02 Vacation Pay on Termination
- (a) If employment is terminated, the Employee shall receive vacation pay in lieu of the unused period of vacation entitlement in each Calendar Year at the Employee's regular rate, together with six percent (6%), in the case of an Employee entitled to one hundred sixteen point two five (116.25) working hours vacation per annum, or eight percent (8%), in the case of an Employee entitled to one hundred fifty-five (155) working hours vacation per annum, or ten percent (10%) in the case of an Employee entitled to one hundred and ninety-three point seven five (193.75) working hours vacation per annum, or twelve percent (12%), in the case of an Employee entitled to two hundred thirty-two point five zero (232.50) working hours vacation per annum, of the Employee's regular earnings in each calendar year to the date of termination.
- (b) When an Employee is discharged for cause, the Employee shall receive vacation pay in lieu of the unused period of vacation entitlement.
- 19.03 Employees wishing to retire shall give the Employer three (3) months' notice of their intention to retire for the purposes of the LAPP benefits application process.

**ARTICLE 20**  
**TRANSPORTATION**

- 20.01 Regular Employees who normally travel from the Centre to their place of residence by means of public transportation following the completion of their shift but are prevented from doing so by being required to remain on duty longer than their regular shift and past the time when normal public transportation is available, shall be reimbursed for the cost of reasonable, necessary and substantiated transportation expense from the Centre to their place of residence.
- 20.02 A regular Employee who is called back to the Centre shall be reimbursed for reasonable, necessary and substantiated transportation expense and, if the Employee travels for such purpose by private automobile, reimbursement shall be at the rate of fifty-two cents (\$0.52) per kilometer from the Employee's residence to the Centre and return.
- 20.03 Where a Regular Employee is assigned duties necessitating the use of their automobile, they shall be reimbursed pursuant to Article 20.02

**ARTICLE 21**  
**NAMED HOLIDAYS**

- 21.01 (a) Regular Full-time Employees shall be entitled to receive a day off with pay on or for the following Named Holidays:
- |                      |                  |
|----------------------|------------------|
| New Year's Day       | Labour Day       |
| Alberta Family Day   | Thanksgiving Day |
| Good Friday          | Remembrance Day  |
| Victoria Day         | Christmas Day    |
| Canada Day           | Boxing Day       |
| August Civic Holiday |                  |
- and any other day proclaimed to be a holiday by: the Government of the Province of Alberta or the Government of Canada.
- Further, any day proclaimed by the Government of the Municipality to be a civic holiday for general observance by the municipal community in which the Centre is located.
- (b) In addition to the foregoing Named Holidays, Full-time Employees who are in Full-time employment with the Employer as of January 15th shall be granted an additional holiday as a "Floater" Holiday until an additional Named Holiday is proclaimed under Sub-clause 21.01(a) at which time the Floater Holiday will be replaced by the new Named Holiday and will be subject to the provisions of Sub-clause 22.01(a). The Floater Holiday will be scheduled by mutual agreement between the Employer and Employee. If the Floater Holiday has not been taken by the last day of November in any given year, it shall be paid out.

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

an Employee shall not be entitled to:

- (i) a day off with pay; or
- (ii) payment in lieu thereof,

for the aforementioned Named Holidays.

21.02 Subject to Sub-clause 21.01(c), to qualify for a Named Holiday with pay the Employee must:

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

21.03 Except as specified in Sub Clause 21.03(c) Employees required by the Employer to work on a Named Holiday shall be paid for all hours worked, up to their normal daily hours, at a rate of one point five times (1.5X) their Basic Rate of Pay plus:

- (a) an alternate day off at a mutually agreed time; or
- (b) failing mutual agreement within thirty (30) calendar days following the Named Holiday the Employee shall receive payment for such day at their Basic Rate of Pay;
- (c) In addition to 21.03 (a) and (b) an Employee required to work on Christmas Day or the August Civic Holiday shall be paid for all hours worked on the Named Holiday at two times (2X) the Employee's basic rate of pay.

21.04 When a Named Holiday falls on a day that would otherwise be a Regular Employee's regular scheduled day off, or during an Employee's vacation;

the Employee shall receive either:

- (a) an alternate day off at a mutually agreed time; or
- (b) failing mutual agreement within thirty (30) calendar days following the Named Holiday of the option to be applied, the Employee shall receive payment for such day at their Basic Rate of Pay.

21.05 The Employer shall schedule an Employee in such a manner to provide their with days off on at least three (3) of the actual Named Holidays as provided in this Article.

21.06 Unless an Employee requests otherwise in writing, they shall be scheduled so as to be given either Christmas Day or New Year's Day off.

## ARTICLE 22 ANNUAL VACATION

22.01 Definition

For the purpose of this Article:

- (a) "Vacation" means annual vacation with pay.
- (b) "Vacation Year" means the twelve month period commencing on the first day of April in each calendar year and concluding on the last day of March of the following calendar year.
- (c) Regular Full-time Employees will commence earning vacation entitlement upon the date of commencement of employment.
- (d) Seniority within the Bargaining Unit by each classification within the unit being scheduled shall be the determining factor when there is a dispute regarding preference for the time that vacation is to be taken.

22.02 Vacation Entitlement

- (a) During each year of continuous service in the employ of the Employer, an Employee shall earn entitlement to a vacation with pay to be taken in the next following vacation year and the rate of earning entitlement shall be as follows:
  - (i) during the first (1st) year to second (2nd) years of such employment an employee earns a vacation at the rate of fifteen (15) working days;
  - (ii) during the third (3rd) to ninth (9th) years of employment an Employee earns a vacation of twenty (20) working days;

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

(b) **Supplementary Vacation**

- (i) Upon reaching the employment anniversary of twenty-five (25) years of continuous service, Employees shall have earned a one time only additional five (5) days vacation with pay. Such supplementary vacation to be taken pursuant to the provisions of this Article.
- (ii) Upon reaching the employment anniversary of thirty (30) years of continuous service, Employees shall have earned a one time only additional five (5) days vacation with pay. Such supplementary vacation to be taken pursuant to the provisions of this Article.
- (iii) Upon reaching the employment anniversary of thirty-five (35) years of continuous service, Employees shall have earned a one time only additional five (5) days vacation with pay. Such supplementary vacation to be taken pursuant to the provisions of this Article.
- (iv) Upon reaching the employment anniversary of forty (40) years of continuous service, Employees shall have earned a one time only additional five (5) days vacation with pay. Such supplementary vacation to be taken pursuant to the provisions of this Article.
- (v) Upon reaching the employment anniversary of forty-five (45) years of continuous service, Employees shall have earned a one time only additional five (5) days vacation with pay. Such supplementary vacation to be taken pursuant to the provisions of this Article.
- (vi) Notwithstanding the carry-over provisions in Article 22.05, Supplementary Vacation may be carried over without it considering to have exceeded the carry-over limit, until the next week of Supplementary Vacation is awarded. Any supplementary vacation not taken at that time will be paid out.

(c) **Employees with less than a year of service**

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



the number of months of the Employee's service bears to twelve (12) months.

(d) Vacation Earning Portability

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

- 22.03 (a) Notwithstanding Article 22.02, vacation with pay shall not accrue during periods while:
- (i) on layoff; and
  - (ii) on unpaid absence during which they are in receipt of weekly indemnity as provided for by the Short Term Disability Income Insurance Plan or Long Term Disability Income Insurance Plan; and
  - (iii) in receipt of compensation from the Workers' Compensation Board; and
  - (iv) on leave of absence in excess of thirty (30) calendar days for any reason.
- (b) Vacation benefits will accrue during the remainder of the vacation year proportionate to the period worked.

22.04 Time of Vacation

- (a) As far as possible, Regular Full-time Employees shall be granted their choice of vacation periods; however, the final allotment of vacation remains within the responsibility and authority of the Employer.
- (i) The Employer shall post the vacation schedule planner at the work site from the first (1<sup>st</sup>) week January until February 15<sup>th</sup> of each calendar year for vacations to be taken between April 1<sup>st</sup> and August 31<sup>st</sup> of the same Calendar Year. The Employer shall indicate approval or disapproval of the vacation request by March 15<sup>th</sup>.
  - (ii) The Employer shall post a vacation schedule planner at the work site from June 1<sup>st</sup> to July 15<sup>th</sup> each calendar year for vacations to be taken between September 1<sup>st</sup> of the same Calendar year and March 31<sup>st</sup> of the following Calendar Year. The Employer shall indicate approval or disapproval of the vacation request by August 15<sup>th</sup>.

- (iii) Employees shall submit their preference for vacation dates to the Employer writing the timeframes set out in (i) and (ii) above.
  - (iv) Preference as to choice of vacation dates shall be determined by bargaining unit-wide seniority, but for the purpose of this subclause on scheduling vacation, it is limited to the site and the Regular Employee's particular department and classification within the unit being scheduled. For the purpose of this subclause, a Regular Employee's bargaining unit-wide seniority shall continue to accrue during layoff and authorized leave(s) of absence.
- (b) A Regular Employee shall be entitled to an unbroken period of vacation equal to their entire vacation entitlement unless otherwise mutually agreed between the Employer and the Regular Employee.
  - (c) A Regular Employee who chooses to take their vacation in broken periods shall be allowed to exercise their preference as to choice of vacation dates for only one (1) vacation period, which falls in whole or in part during the period June 1<sup>st</sup> to August 31<sup>st</sup>, and December 1<sup>st</sup> to January 1<sup>st</sup> inclusive, except where such vacation periods are not requested by other Regular Employees.
  - (d) A Regular Employee shall be permitted to take a maximum of two (2) weeks of vacation time during the peak periods of June 1<sup>st</sup> to August 31<sup>st</sup> inclusive and December 1<sup>st</sup> and January 1<sup>st</sup> inclusive unless otherwise mutually agreed between the Employer and the Regular Employee.
  - (e) Changes to approved vacation may be made by mutual agreement between the Employer and the Employee.
  - (f) Notwithstanding that vacation time may already have been approved, in cases of emergency the Employer may request an Employee to return to work.
  - (g) No Employee shall have vacation cancelled or rescheduled by the Employer unless it has been assessed to be a recognized critical unforeseen emergency and it can be demonstrated that a bona fide attempt was made to mobilize the appropriate, available resources to address and resolve the issues before activating these provisions. An Employee who has vacation cancelled by the Employer shall be paid 2X her or his Basic Rate of Pay for the Shift(s) worked during the period of vacation cancelled by the Employer. The Employer shall also reimburse all non-refundable costs related to the cancellation of the vacation.
- 22.05 (a) Unused Vacation from one (1) vacation year may be taken consecutively with vacation in the ensuing vacation year, with the approval of the Employer

- (b) A Regular Employee shall be permitted to carry-over up to a maximum of five (5) days of vacation entitlement to the next vacation year.
- (c) Unused vacation time that is not authorized by the Employer for carry-over from the previous vacation year shall be paid out annually by May of each calendar year.

**ARTICLE 23**  
**EMPLOYEE BENEFITS PLAN**

23.01 The Employer shall facilitate the procurement, by Regular and Temporary Employees, of insurance protection by way of participation in group insurance plans, subject to the enrollment and other requirements of the Insurer. Provided that said enrollment and other requirements are met, the following group insurance plans shall be continued or implemented:

- (a) Alberta Blue Cross Supplementary Benefits Plan, or equivalent;
- (b) Health Benefits Trust of Alberta (HBTA), or equivalent, inclusive of:
  - (i) Group Life Insurance (Basic);
  - (ii) Accidental Death and Dismemberment (Basic);
  - (iii) Short Term Disability (income replacement for a period of up to one hundred and twenty (120) working days during a qualifying disability equal to sixty-six and two-thirds percent (66-2/3%) of basic weekly earnings to the established maximum following a fourteen (14) day elimination period where applicable. The Short Term Disability shall become effective on the first (1st) working day following the expiry of sick leave credits in the case of absence due to injury or hospitalization. In the particular case of Employees who have insufficient sick leave credits to satisfy for fourteen (14) calendar day elimination period, the Short Term Disability shall commence on the fifteenth (15th) day following the commencement of non-hospitalized sickness);
  - (iv) Long Term Disability (income replacement during a qualifying disability equal to sixty-six and two-thirds percent (66-2/3%) of basic monthly earnings to the established maximum following a one hundred and twenty (120) working day elimination period);
  - (v) Alberta Blue Cross Dental Plan, or equivalent, including services that are mainly diagnostic and preventative in nature; which plan provides eighty (80%) percent reimbursement of eligible dental expenses in accordance with the current Alberta Dental Association Fee Guide.

Alberta Blue Cross Dental Plan or equivalent, which provides for the reimbursement of eighty (80%) percent of eligible Basic Services, fifty (50%) percent of eligible Extensive Services, and fifty (50%) percent of eligible Orthodontic Services, in accordance with the current Alberta Blue Cross usual and customary fees. A maximum annual reimbursement of three thousand dollars (\$3,000.00) per insured person per benefit year shall apply to Extensive Services. Orthodontic Services shall be subject to a lifetime maximum reimbursement of three thousand dollars (\$3,000.00) per insured person.

(c) EI SUB Plan

At the Employer's option, an "EI SUB Plan" to supplement an eligible Employee's Unemployment Insurance to meet the Employer's obligation to provide disability payments during the valid health-related period for being absent from work due to pregnancy. The valid health-related period is one for which they have the medical substantiation required pursuant to Article 24.05.

23.02 Enrollment by:

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

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

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

23.04 The Employer shall make available to eligible Employees brochures outlining the above plans.

23.05 The Employer, will provide one (1) copy of each of the plans to the Union.

## ARTICLE 24

### SICK LEAVE

24.01 (a) Sick leave is provided by the Employer, for the purpose of maintaining regular earnings, during absences due to illness or accidents for which

compensation is not payable under the Workers' Compensation Act or for quarantine by Medical Officer of Health.

- (b) The Employer recognizes that alcoholism, drug addiction and mental illness, are illnesses which can respond to therapy and treatment, and that absences from work due to such therapy shall be considered sick leave.

24.02 After an Employee has completed their probationary period they shall be allowed a credit for sick leave from the date of employment at the rate of one point five (1.5) working days for each full month of employment up to a maximum credit of one hundred and twenty (120) working days provided however, that an Employee shall not be entitled to apply sick leave credit prior to the completion of their probationary period. In the case of:

- (a) illness;
- (b) injury;
- (c) layoff;
- (d) leave of absence;
- (e) unpaid leave while in receipt of weekly indemnity as provided for by the Short Term Disability Insurance Plan or the Long Term Disability Insurance Plan;
- (f) periods while in receipt of compensation from the Workers' Compensation Board, sick leave shall not accrue during the period of such absence in excess of one (1) month.

24.03 Employees reporting sick shall advise the Employer as soon as possible and regularly thereafter as required by the Employer.

24.04 Subject to Articles 24.01, 24.02 and 24.03 above, an Employee granted sick leave shall be paid, at their Basic Rate of Pay, for regularly scheduled shifts absent due to illness, and the number of hours thus paid shall be deducted from their accumulated sick leave credits up to the total amount of their accumulated credits at the time the sick leave commenced.

24.05 Employees may be required to substantiate, in the form prescribed by the Employer, any claim for sick leave. Payment of sick leave benefit shall not be effected until required substantiation has been supplied. Where the Employee has paid a fee for such substantiation, the fee shall be reimbursed by the Employer to a maximum of thirty dollars (\$30.00).

24.06 When an Employee has accrued the maximum sick leave credit of one hundred and twenty (120) working days they shall no longer accrue sick leave credits until

such time as their total accumulation is reduced below the maximum. At that time the Employee shall recommence accumulating sick leave credits.

- 24.07 If an Employee required time off for the purpose of attending a dental, physiotherapy, optical or medical appointment, provided the Employee has been given prior authorization by the Employer, such absence shall be charged against their accumulated sick leave, Employees may be required to submit satisfactory proof of such appointment.
- 24.08 (a) Except as hereinafter provided, sick leave will not be paid in respect of any illness or injury which is incurred during the period of the scheduled vacation once vacation leave has commenced. In the event that the illness or injury prevents the Employee from resuming their duties at the conclusion of the vacation period and the Employee has substantiated their claim for sick leave, income continuance thereafter will be in accordance with Article 24.04. Notwithstanding the foregoing, should an Employee demonstrate to the satisfaction of the Employer that the Employee was admitted to a hospital as an "in-patient" during the course of their vacation, they shall be deemed to be on sick leave for the period of the stay in hospital, subject to the provisions of Article 24.04. Vacation time not taken as a result of such stay in hospital shall be rescheduled to a mutually agreed later time frame.
- (b) In the event an illness or injury preventing an Employee from performing their usual duties, occurs prior to the scheduled start of the vacation period, and provided proper substantiation of their claim to sick leave has been provided, the absence on account of the illness or injury will be treated as sick leave pursuant to Article 24.04 until the Employee has recovered sufficiently to permit the resumption of their usual duties. Time not utilized as vacation leave as a result of the above illness or injury will be rescheduled to a mutually agreed later time frame.
- 24.09 Upon request of an Employee but not more frequently than once a year, the Employer shall advise an Employee of their accrued sick leave credits.
- 24.10 An Employee who has accrued sick leave entitlement under the terms of this Collective Agreement shall, upon the voluntary termination of their employment with the Employer, be entitled to retain such entitlement provided the Employee enters into employment at a Centre at which the Employer is also party to an agreement with an identical sick leave provision, within six (6) months of the date of their termination of employment. Otherwise sick leave credits shall be cancelled and no payments shall be due therefore. This entitlement shall not apply during the Employee's probationary period. At the request of the Employee the Employer shall provide the Employee with a written statement of their sick leave entitlement upon termination.
- 24.11 For the purpose of computing sick leave accumulation, the following shall be counted as working days:

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

24.12 An Employee who has exhausted their sick leave credits during the course of an illness, and the illness continues, shall be deemed to be on leave of absence without pay or benefits except as provided in Article 26.01(g), for the duration of the illness or as provided below, whichever first occurs. The Employee shall keep the Employer advised as to when the Employee shall be expected back to work and shall provide the Employer with not less than fourteen (14) days written notice of readiness to return to work and:

- (a) if the Employee is capable of performing the duties of their former position the Employee shall be reinstated by the Employer in the same position which the Employee held immediately prior to their disability at not less than the same increment in the salary schedule and other benefits that accrued to them prior to their disability;
- (b) if the Employee is incapable of performing the duties of their former position, but is capable of performing the duties of their former classification, a reasonable effort shall be made by the Employer to place their in an available position that the Employee is capable of performing. In such a case the Union agrees to waive the posting provisions of the Collective Agreement;
- (c) at the expiration of twenty-four (24) months from the last day of paid sick leave, if an Employee:
  - (i) is not capable of resuming work pursuant to section (a), or
  - (ii) for whom, after a reasonable effort having been made pursuant to section (b), alternate employment is not available,

it shall be deemed that the employment relationship has terminated, provided that such termination is not contrary to any right conferred under this Agreement or any law of Canada or Alberta.

24.13 The reinstatement of an Employee in accordance with this Article shall not be construed as being in violation of the posting and/or scheduling provisions of Articles 11, 12, 28 and 37.

**ARTICLE 25**  
**WORKERS' COMPENSATION**

- 25.01 Workers' Compensation Board coverage will be provided by the Employer for a Regular Employee.
- 25.02 Regular Employees shall not be paid sick leave benefits when they are absent from work and drawing Workers' Compensation benefits except as provided in Article 25.06 below. An Employee absent on Workers' Compensation for a period in excess of thirty (30) calendar days shall not accumulate sick leave entitlement or vacation credits during the period of absence.
- 25.03 Article 25.02 above shall not exclude a Regular Employee from sick leave benefits for periods of absence resulting from an accident that is non-compensable under the Workers' Compensation Act.
- 25.04 Regular Employees shall not be entitled to a compensating day off in lieu of a Named Holiday from the Employer while receiving benefits from Workers' Compensation.
- 25.05 A Regular Employee absent from work and receiving Workers' Compensation benefits shall keep the Employer advised as to when they shall be expected back to work.
- 25.06 (a) An Employee who is incapacitated and unable to work as a result of an accident sustained while on duty in the service of the Employer within the meaning of the Workers' Compensation Act shall continue to receive full salary at the Basic Rate of Pay provided the Employee assigns over to the Employer on proper forms the monies due from the Workers' Compensation Board for time lost due to accident. A deduction of one-tenth (1/10) day shall be charged against sick leave credits for each day an Employee is off work due to an accident within the meaning of the Workers' Compensation Act. Employees shall only receive full salary at the Basic Rate of Pay to the extent that one-tenth (1/10) day can be deducted from accumulated sick leave credits.
- (b) On or after three (3) complete calendar months following the date of ratification of this Collective Agreement, an Employee who is incapacitated and unable to work as a result of an accident sustained while on duty in the service of the Employer within the meaning of the Workers' Compensation Act shall continue to receive full net take home pay. The WCB supplement paid by the Employer (i.e. top-up) shall be calculated at the Basic Rate of Pay for regularly scheduled hours of work less any statutory or benefit deductions for each day absent due to such disability provided that all of the following conditions exist:



- (i) the Employee assigns over to the Employer, on proper forms, the monies due to them from the WCB for time lost due to an accident; and
  - (ii) the Employee's accumulated sick leave credits are sufficient so that an amount proportionate to the WCB supplement paid by the Employer, but in any event not less than one-tenth (1/10) day and not greater than one-fifth (1/5th) day, can be charged against such sick leave credits for each day an Employee is off work due to accident within the meaning of the WCB Act. In the event that a Regular Part-time Employee is utilizing accumulated sick leave credits to access the WCB supplement paid by the Employer (i.e. top-up), such sick leave credits shall be deducted based on the Employee's regularly scheduled hours of work; and
  - (iii) the Employee keeps the Employer informed regarding the status of their WCB claim and provides any medical or claim information that may be required by the Employer to determine the Employee's ability to perform the work the Employer may have available.
  - (iv) Any and all obligations of the Employer are negated should the Employee fail to keep the Employer informed of the prognosis of their condition in a prompt and timely manner.
- (c) The Parties recognize that the Employer may be required to reconcile payments to the Employee with subsequent assigned payments from the WCB.
  - (d) An Employee who is in receipt of Workers' Compensation Benefits and who is not eligible to receive the WCB Supplement pursuant to Article 25.06(b) shall be deemed to be on a leave of absence without pay.

**ARTICLE 26**  
**LEAVE OF ABSENCE**

26.01

General Conditions

- (a) Requests for a leave of absence, without pay or benefit of Employer contributions will, where possible, be made in writing to the proper Officer of the Employer six (6) weeks in advance, except that in extenuating circumstance the time factor may be waived or reduced. Recognizing that the primary commitment of the Employee is to the Employer, the granting of leaves of absence is subject to the approval of the Employer. Except in exceptionable circumstances the Employer will reply in writing to a request for leave of absence within fourteen (14) days of receipt of the request.

- (b) Except as provided in Article 26.01(c), during leaves of absence without pay of longer than thirty (30) calendar days, subject to the approval by the Insurer(s), Employees may elect to maintain coverage of contributory plans specified in Article 23 - Employee Benefits Plan, provided that the Employee makes prior arrangements to pay full premium costs. In failure to remit the full payment required above, reinstatement in any and all plans shall be subject to the enrollment and other requirements of the Underwriter.
- (c) During leaves of absence of greater than thirty (30) days, Employees are required to provide current contact information with the Employer for the purpose of receiving information (updates on rotation revisions, layoffs, recalls etc.) that may impact the Employee upon their return to work.  
  
The purpose of providing the information is to ensure that the Employee may exercise their seniority rights in accordance with the Collective Agreement.
- (d) For the portion of maternity leave during which an Employee has a valid health-related reason for being absent from work and who is in receipt of sick leave, EI SUB Plan benefits, STD or LTD, benefit plan premium payments shall be administered in the same fashion as an Employee absent due to illness.
- (e) An Employee who has been granted leave of absence and overstays the leave without permission of the Employer, shall automatically terminate their position with the Centre; except in cases of extenuating circumstances acceptable to the Employer.
- (f) Employees shall not be entitled to Named Holidays with pay, which may fall during a period of leave of absence without pay.
- (g) Employees granted leave of absence for more than one (1) month may, at the discretion of the Employer, be required to use up accumulated vacation entitlement prior to returning to duty.
- (h) When an Employee is on leave of absence without pay and is receiving WCB, STD or LTD benefits, the Employee may continue participation in the Alberta Health Care Insurance Plan for the period of their employment pursuant to Article 24.12 or 25.02 whichever is applicable from the last day of paid sick leave, by paying the full premium costs to the Employer.

26.02

Union Representative

- (a) When it is necessary for a Union Member to make a request for a leave of absence without pay to perform the duties of any office of the Local Chapter or of the parent association, the application for leave must be made in writing to the Employer for approval.

- (b) The Employer shall not unreasonably withhold leave of absence, with or without pay, for Employees elected or appointed to represent the Union at Conventions, Workshops, Institutes, Seminars, Schools or to attend meetings as a Union Council Member or Member of the Union's Provincial Executive Board.
- (c) One (1) Employee who is elected for a Full-time position with the Union shall be granted leave of absence without pay and without loss of seniority for a maximum period of two (2) years. Such leave of absence shall be renewable for a further term upon request. If it is permissible under the pension and group life plan and any other welfare plans, the Employee shall have the right to pay the full cost, including the Centre's share, during the period of such leave of absence.
- (d) When leave to attend Union business has been approved, it is granted with pay and all eligible premiums. The Union agrees to reimburse the Employer for actual salary paid plus premium to the Employee while on leave plus an amount determined by the Employer to cover the cost of benefits.
- (e) When a leave of absence to attend Union business has been approved within a scheduled vacation period, the number of leave days paid with the scheduled vacation shall be considered as vacation days not taken and may be rescheduled at a later date.

26.03

Negotiations

An Employee elected or appointed to the Union Bargaining Committee shall be granted time off with pay and all eligible premiums and without loss of seniority in order to participate in negotiations with the Employer. When requesting such leave, the Employee shall provide as much advance notice as possible to the Employer to allow it to meet its operational requirements. The Union agrees to reimburse the Employer for actual salary and all eligible premiums paid to the Employee while on leave plus an amount determined by the Employer to cover the costs of benefits.

26.04

(A) Maternity Leave

- (a) An Employee who has completed ninety (90) days continuous employment shall, upon their written request, providing not less than fourteen (14) calendar days advance notice, be granted maternity leave to become effective at any time during the twelve (12) weeks immediately preceding the expected date of delivery, provided that the Employee commences maternity leave no later than the date of delivery. If during the sixteen (16) week period immediately preceding the estimated date of delivery the pregnancy interferes with the performance of the Employee's duties the Employer may by notice in writing to the Employee,

require the Employee to commence maternity leave forthwith. Such leave shall be without pay and benefits, except for the portion of maternity leave during which the Employee has a valid health-related reason for being absent from work and is also in receipt of sick leave, EI SUB Plan benefits, STD or LTD. Maternity leave shall not exceed sixty-two (62) weeks unless mutually agreed otherwise between the Employer and the Employee.

- (b) An Employee requesting an extension of maternity leave and who has unused vacation entitlement may be required to take the vacation pay as a part or all the period of the extension.
- (c) A pregnant Employee whose pregnancy ends other than as a result of a live birth within sixteen (16) weeks of the estimated due date is entitled to maternity leave. If maternity leave has not already commenced in accordance with Article 26.04(a) then such leave shall commence on the date the pregnancy ends. Such maternity leave shall end sixteen (16) weeks after the commencement of the leave.

(B) Parental Leave

A non-birth parent who has completed ninety (90) days continuous employment shall, upon their written request, be granted an unpaid leave to commence two (2) weeks prior to the delivery or such longer period as may be mutually agreed between the Employee and the Employer. Such leave shall be without pay and benefits and shall not exceed sixty-two (62) weeks.

- (i) Subject to Section (B) an Employee on maternity leave or parental leave shall provide the Employer with not less than fourteen (14) calendar days notice, in writing, of their readiness to return to work, following which the Employer will reinstate the Employee in the same or an equivalent position at not less than the same step in the pay scale and other benefits that accrue to the Employee up to the date they commenced leave.
- (ii) In the event that during the period of an Employee's maternity leave or paternity leave, the position from which the Employee is on such leave has been eliminated due to reduction of the working force or discontinuation of an undertaking or activity and the Employer has not increased the working force or resumed operations on the expiry of the Employee's maternity leave or paternity leave and the returning Employee does not have sufficient seniority to displace any other incumbent, the name of the Employee will be added to the list of laid off Employees. Upon increasing the working force, resumption of the business,

undertaking, or activity, recall or reinstatement to the working force shall be in compliance with Article 31.06.

26.05

Adoption Leave

- (a) An Employee who had completed ninety (90) days continuous employment shall upon written request, giving not less than fourteen (14) calendar days notice before the Employee can reasonably expect to first obtain custody of the child being adopted, be granted leave without pay for up to sixty-two (62) weeks as necessary for the purpose of adopting a child.
- (b) Where the Employee is unable to comply with (a) the Employee may commence adoption leave upon one day's notice 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)
  - (i) Subject to section (ii) an Employee granted adoption leave shall provide the Employer with not less than fourteen (14) days notice, in writing of readiness to return to work, following which the Employer will reinstate them in the same or an equivalent position at not less than the same step in the pay scale and other benefits that accrue to them up to the date the Employee commenced leave.
  - (ii) In the event that during the period of an Employee's adoption leave, the position from which the Employee is on such leave has been eliminated due to reduction of the working force or discontinuation of the undertaking or activity and the Employer has not increased the working force or resumed operations on the expiry of the Employee's adoption leave and the returning Employee does not have sufficient seniority to displace any other incumbent, the name of the Employee will be added to the list of laid off Employees. Upon increasing the work force, resumption of the business, undertaking or activity, recall or reinstatement to the working force shall be in compliance with Article 31.06

26.06

Court Appearance

- (a) An Employee required by law to appear in court as a member of a jury, or as a witness in matters arising out of their employment with the Employer, shall be paid the difference between the pay received for such court service and the pay the Employee would have normally received if the Employee had been working, based on the Basic Rate of Pay. The Employee will report to work during those hours that the Employee is not required to attend court. For the purpose of the Employee reporting to work, travel time shall be considered as time required to attend court.

- (b) Where an Employee is required by law to appear before a court of law for reasons other than those stated in (a) above, the Employee shall be granted a leave of absence without pay.

26.07

Bereavement Leave

- (a) Upon request, an Employee shall be granted five (5) calendar days bereavement leave without loss of salary, providing that such leave is taken within a seven (7) consecutive day period, commencing with the date of death, in the event of the death of the following relatives of the Employee:

spouse (including common-law and same-sex partner)	
son-in-law	child (including step-child)
daughter-in-law	parent (including step-parent)
mother-in-law	brother (including step-brother)
father-in-law	sister (including step-sister)
brother-in-law	guardian
sister-in-law	grandparent
grandchild	

- (b) Bereavement leave shall be extended by up to two (2) days if travel in excess of three hundred and twenty-two (322) kilometers from the Employee's residence is necessary.
- (c) In the event of a death of another relative and/or close friend, the Employer shall grant up to one (1) working day off with pay to attend the funeral services.
- (d) An Employee who is on Vacation, or on an approved Leave of Absence, Sick Leave, Short Term Disability, Long Term Disability, or Workers' Compensation shall not be entitled to Bereavement Leave.

Effective January 1, 2018, replace Article 26.08 with the following:

26.08

Personal Leave

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

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

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

26.09

Education Leave

- (a) For the purpose of determining salary increments, an Employee who is granted leave of absence for educational purposes, subject to the conditions provided in Article 26.01, shall be deemed to remain in the continuous service of the Employer for the first eighteen (18) months of such period of leave.
- (b) During an Employee's educational leave, the Employee may work as a Casual Employee with the Employer without adversely affecting their reinstatement to the position from which the Employee is on leave.

26.10

Compassionate Care Leave

- (a) An Employee who has worked six hundred (600) hours with the Employer shall be granted leave without pay or benefits for up to a maximum of six (6) weeks in accordance with the Employment Insurance Act for the purpose of providing care to a gravely ill or dying 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 Employment Insurance legislation.
- (b) In order to receive compassionate care leave, the Employee shall provide a medical certificate from his/her family member's doctor indicating that the Employee is required to provide care or support to the family member who has a serious medical condition with a significant risk of death within six (6) months.

26.11

Critical Illness of a Child or Adult Relative Leave

- (a) An Employee will be granted unpaid leave up to thirty-six (36) weeks for the purpose of providing care or support to their critically ill child in accordance with the *Employment Standards Code* and Employment Insurance (EI) legislation.
- (b) An Employee will be granted unpaid leave up to sixteen (16) weeks for the purpose of providing care or support to their critically ill qualified adult relative in accordance with the *Employment Standards Code* and Employment Insurance (EI) legislation.

26.12

Death or Disappearance of a Child Leave

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

26.13 Domestic Violence Leave

An Employee who has completed ninety (90) days of employment and who is a victim of domestic violence is entitled to unpaid domestic violence leave of up to ten (10) days in a calendar year in accordance with the *Employment Standards Code*.

26.14 Reservist 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.

26.15 Citizenship Ceremony Leave

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

**ARTICLE 27  
PENSION PLAN**

- 27.01 (a) The Employer shall contribute to the Local Authorities Pension Plan for retirement benefits for eligible participating Full-time Employees in accordance with the regulations of the applicable plan.
- (b) The Plan is optional for eligible Regular Part-Time Employees whose regular part-time position is between thirty (30) and fifty-nine (59) regularly scheduled hours biweekly.
- (c) Open enrollment periods that are offered by the Employer under the LAPP will be communicated to regular part-time Employees who wish to participate by opting into the pension plan.
- 27.02 The Employer shall distribute to all Employees brochures and other relevant material outlining the above plan upon hiring and when there are changes to the Plan.

**ARTICLE 28  
REGULAR PART-TIME EMPLOYEES**

- 28.01 All provisions of this Collective Agreement shall apply to Regular Part-time Employees, except:
- Article 12 - Hours of Work
- Article 13 - Overtime
- Article 21 - Named Holidays



Article 22 - Annual Vacation

Article 24 - Sick Leave

which are superseded by the following:

Hours of Work

- 28.02 Regular hours of work, exclusive of meal periods, shall be up to seven point seven five (7.75) consecutive hours in any day and shall be less than thirty-eight point seven five (38.75) hours per week, averaged over one (1) complete cycle of the shift schedule. The ratio of work days to non-work days shall not exceed 5:2 in a six (6) calendar week period.
- 28.03 Regular hours of work shall be deemed to:
- (a) include, as scheduled by the Employer, two (2) rest periods of fifteen (15) minutes during each full working shift of seven point seven five (7.75) hours; or
  - (b) one (1) rest period of thirty (30) minutes during each full working shift of seven point seven five (7.75) hours. If this is more compatible with the scheduling of work assignments, the alternative to be applied shall be at the discretion of the Employer; or
  - (c) include, as scheduled by the Employer, one (1) rest period of fifteen (15) minutes during each half (1/2) shift of not less than four (4) hours; and
  - (d) exclude a meal period of thirty (30) minutes to be scheduled by the Employer during each working day on which the Employee works in excess of four (4) hours.
  - (e) 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.
  - (f) if an Employee is recalled to duty during their meal period or rest period the Employee shall be given a full meal period or rest period later in their shift, or, where that is not possible, be paid for the meal period or rest period as follows:
    - (i) for a rest period, at two times (2X) their Basic Rate of Pay rather than at straight time; or

- (ii) for a meal period for which the Employee is entitled to be paid in accordance with Article 28.03(e), at two times (2X) their Basic Rate of Pay rather than at straight time; or
- (iii) for a meal period for which the Employee is not otherwise entitled to be paid, at two times (2X) their Basic Rate of Pay.

28.04 Subject to Article 28.12 shift schedules shall be posted twelve (12) weeks in advance or such shorter period as is mutually agreed between the Employer and a Local Chapter Representative of the Union. The Employer shall allow a Local Chapter Representative of the Union to reproduce a copy of the posted shift schedule.

- 28.05 (a) Except in cases of emergency or by mutual agreement between a Part-Time Employee and the Employer:
- (i) shift schedules shall provide for at least fifteen point five zero (15.50) hours off duty between shifts;
  - (ii) an Employee shall not be scheduled to work on two (2) weekends in a five week period. "Weekend" means a Saturday and the following Sunday, assuring a minimum of fifty-six (56) hours off duty;
  - (iii) an Employee shall not be scheduled to work seven (7) consecutive shifts more than twice in a five (5) week cycle.
- (b) Optional scheduling provisions may be available and may be applied upon mutual agreement, in writing, between the Employer and the Union.

Except when application of this Article is waived by mutual agreement between the Employee and the Employer, if an Employee is required by the Employer to change shifts without receiving fifteen point five zero (15.50) hours off duty, the Employee shall be entitled to premium pay at two times (2X) their Basic Rate of Pay for that shift. This section does not apply in cases where Article 28.12 has been applied in altering a shift schedule.

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

- 28.07 (a) The Employer, in scheduling shifts, shall take into consideration an Employee's request for certain shift schedules, subject to the requirements of Article 28.05.
- (b) The shift patterns which may be available:

- (i) days, evenings, night (rotation);
  - (ii) days only;
  - (iii) evenings only;
  - (iv) nights only;
  - (v) evenings and days (rotation);
  - (vi) nights and evenings (rotation); or
  - (vii) nights and days(rotation).
- (c) A request by an Employee to work evenings only or nights only shall not be unreasonably denied provided however that the Employer shall have the right to assign periods of day duty totaling not more than one hundred and ninety-three point seven five (193.75) regular hours worked in a calendar year for the purpose of maintaining proficiency. When a request to work evenings or nights only is accommodated the Employee may only alter that request by the giving of fourteen (14) weeks notice of intention.
- (d) Employees working shift choices (i), (v) and (vii), shall be assigned day duty at least one-third (1/3) of the time during the shift cycle. For the purpose of applying the foregoing an Employee will be deemed to have been assigned day duty for those periods of time absent on vacation or on or for a Named Holiday that would have, except for such absence been day duty to which the Employee would have been assigned in accordance with the shift schedule.
- 28.08 (a) Employees may exchange shifts among themselves, provided that:
- (i) the exchange is agreed to, in writing, between the affected Employees; and
  - (ii) prior approval of such exchange has been given by the Employee's immediate Supervisor.
  - (iii) Such exchange does not result in additional costs for the Employer when compared to the Employees pre-exchange schedules.
- (b) Such a request shall be made in writing, to the Employer and the Employer's reply shall be in writing.
- (c) Such exchanges shall be recorded on the shift schedule.
- (d) Such exchange shall not be deemed a violation of provisions of this Collective Agreement.

- 28.09 In the event an Employee's scheduled shift is cancelled with less than fourteen (14) days' notice, a make-up shift shall be scheduled for the next following cycle of the shift schedule. When an Employee reports for work as scheduled and is informed that the shift has been cancelled, the Employee will be compensated for the inconvenience by the payment of three (3) hours pay at the Employee's Basic Rate of Pay.
- 28.10 A Regular Part-time Employee shall not be scheduled to work more than two (2) different shifts between scheduled days off except as mutually agreed between the Employer and the Employee.
- 28.11 (a) A Part-time Employee may work additional shifts.
- (b) Where a Part-time Employee volunteers or agrees when requested to work additional shifts, the Employee shall be paid their Basic Rate of Pay for such hours, or if applicable, at the overtime rate(s) provided in Article 28.14:
- (i) for those hours worked in excess of seven point seven five (7.75) hours in a day; or
- (ii) for work performed by the Employee on days in excess of the work ratio referred to in Article 28.02
- (c) Where the Employer requires a Part-time Employee to work without their having volunteered or agreed to do so, the Employee shall be paid the applicable overtime rate provided in Article 28.14.
- 28.12 Except when application of this Article is waived by mutual agreement between the Employee and the Employer, if, in the course of a posted schedule, the Employer changes an Employee's scheduled shift, the Employee shall be paid at the rate of two times (2X) their Basic Rate of Pay for all hours worked during the first (1st) shift of the changed schedule, unless fourteen (14) calendar days' notice of such change has been given.
- 28.13 On the date fixed by proclamation, in accordance with the Daylight Savings Time Act, of conversion to Mountain Standard Time, regular hours of work shall be extended to include the resultant additional hour with additional payment due therefore at the applicable overtime rate. On the date fixed by said Act for the resumption of Daylight Savings Time, the resultant reduction of one (1) hour in the shift involved shall be effected with the appropriate deduction in regular earnings.

#### Overtime

- 28.14 (a) The overtime rate of two times (2X) the applicable basic rate of pay shall be paid for work authorized by the Employer and performed by the Employee on days in excess of the work ratio referred to in Article 28.02, and for

overtime hours worked in any given work day. The Employer shall provide on each ward or unit overtime forms which are to be signed by the designated authorized person and a copy shall be given to the Employee at the time the overtime is worked.

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

#### Named Holidays

28.15 A Part-time Employee required to work on a Named Holiday listed in Article 21.01(a) shall be paid at one point five times (1.5X) their Basic Rate of Pay for work performed up to seven point seven five (7.75) hours. Two point five times (2.5X) their Basic Rate of Pay shall be paid for work in excess of seven point seven five (7.75) hours on such named holidays and for all overtime worked on August Civic Holiday and Christmas day three times (3x) their basic rate of pay.

28.16 Regular Part-time Employees shall be paid, in addition to their Basic Rate of Pay, five (5%) percent of this rate per pay period in lieu of the Named Holidays, except that while:

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

An Employee shall not be entitled to the additional payment of five (5%) for the aforementioned named holidays.

28.17 Unless an Employee requests otherwise, each Part-time Employee shall be scheduled so as to be given either Christmas Day or New Year's Day off.

#### Annual Vacation

28.18 Definition

- (a) "Vacation" means annual vacation with pay.
- (b) "Vacation Year" means the twelve (12) month period commencing on the first day of April in each calendar year and concluding on the last day of March the following year.

- (c) Regular Part-time Employees will commence earning vacation entitlement upon the date of commencement of employment.

28.19

- (a) Vacation Entitlement

Regular Part-time Employees shall be entitled to receive time off for vacation purposes based on the number of years of continuous employment as outlined below, and shall receive vacation pay in accordance with Article 28.20:

- (i) during the first (1<sup>st</sup>) and second (2<sup>nd</sup>) years of such employment an Employee accumulates vacation time of twenty-one (21) calendar days; or
- (ii) during the third (3<sup>rd</sup>) to ninth (9<sup>th</sup>) years of such employment an Employee accumulates vacation time of twenty-eight (28) calendar days;
- (iii) during the tenth (10<sup>th</sup>) to nineteenth (19<sup>th</sup>) years of such employment, an Employee accumulates vacation time of thirty-five (35) calendar days;
- (iv) during each of the twentieth (20<sup>th</sup>) and subsequent years of employment, an Employee accumulates vacation time of forty-two (42) calendar days.

- (b) Supplementary Vacation

Upon reaching the employment anniversary of twenty-five (25), thirty (30), thirty-five (35), forty (40), or forty-five (45) years of continuous service, Employees shall have earned an additional two percent (2%) vacation with pay. This will be calculated as follows:

Employees paid hours at Basic rate of Pay during the Employment vacation year	X2%	Number of hours of paid supplementary vacation time
---	-----	---

- (c) Time of Vacation (subject to the requirements of 22.04)

- (i) As far as possible, regular Part Time Employees shall be granted their choice of vacation periods; however, the final allotment of vacation remains the responsibility and authority of the Employer.
  - (A) The Employer shall post a vacation schedule planner at the work site in the first (1<sup>st</sup>) week of January until February 15<sup>th</sup> of each calendar year for vacations to be taken between April 1<sup>st</sup> and August 31<sup>st</sup> of the same Calendar year. The

Employer shall indicate approval or disapproval of the vacation request by March 15<sup>th</sup>

- (B) The Employer shall post a vacation schedule planner at the work site from June 1<sup>st</sup> to July 15<sup>th</sup> each calendar year for vacations to be taken between September 1<sup>st</sup> of the same Calendar Year and March 31<sup>st</sup> of the following Calendar Year. The Employer shall indicate approval or disapproval of the vacation request by August 15<sup>th</sup>.

Employees shall submit their preference for vacation dates to the Employer within the timeframes set out in (A) and (B) above.

- (C) Preference as to choice of vacation dates shall be determined by length of continuous service in the Regular Employee's particular department and classification, or as may be mutually agreed upon between the Employer and the Union. For the purpose of this sub-clause, a Regular Employee's continuous service in a department and classification shall continue to accrue during layoff and authorized leave(s) of absence.
  - (ii) A Regular Employee shall be entitled to an unbroken period of vacation equal to their entire vacation entitlement unless otherwise mutually agreed between the Employer and the Regular Employee.
  - (iii) A Regular Employee who chooses to take their vacation in broken periods shall be allowed to exercise their preference as to choice of vacation dates for only one (1) vacation period, which falls in whole or in part during the period June 1<sup>st</sup> to August 31<sup>st</sup>, and December 1<sup>st</sup> to January 1<sup>st</sup> inclusive, except where such vacation periods are not requested by other Regular Employees.
  - (iv) A Regular Employee shall be permitted to take a maximum of two (2) weeks of vacation time during peak periods of June 1<sup>st</sup> to August 31<sup>st</sup> inclusive and December 1<sup>st</sup> to January 1<sup>st</sup> inclusive, unless otherwise mutually agreed between the Employer and the Regular Employee.
  - (v) Changes to approved vacation may be made by mutual agreement between the Employer and the Employee.
  - (vi) Notwithstanding that vacation time may already have been approved, in cases of emergency the Employer may request an Employee to return to work.
  - (vii) In such cases of emergency and the Employee returns to work, overtime will be paid for all previously approved vacation time

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

(d) Vacation Earning Portability

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

Vacation Pay

28.20 Vacation pay to be paid to a Regular Part-time Employee shall be in accordance with the following formula: the hours worked, excluding overtime, during the preceding employment year multiplied by, the Basic Rate of Pay in effect on the date vacation leave commences, multiplied by the applicable rate of:

- (i) six percent (6%) during the first (1<sup>st</sup>) employment year; or
- (ii) eight percent (8%) during the second (2<sup>nd</sup>) to ninth (9<sup>th</sup>) employment years; or
- (iii) ten percent (10%) during the tenth (10<sup>th</sup>) to nineteenth (19<sup>th</sup>) employment years; or
- (iv) twelve percent (12%) during the twentieth (20<sup>th</sup>) and subsequent employment years; or
- (v) Supplementary Vacation Pay

Upon reaching the employment anniversary of twenty-five (25), thirty (30), thirty-five (35), forty (40), or forty-five (45) years of continuous service, Employees shall have earned a one-time-only additional two percent (2%) vacation pay during the employment anniversary vacation year.

Sick Leave

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

28.22 On completion of the stipulated probationary period a Regular Part-time Employee will receive a credit for sick leave computed from the date their



continuous service commenced at the rate of one and one-half (1-1/2) working days for each full month of employment, prorated on the basis of the regularly scheduled hours worked by the Employee in relation to the regularly scheduled hours for a Full-time Employee, up to a maximum of one hundred and twenty (120) working days. Provided however, that an Employee shall not be entitled to apply sick leave credits for absences due to illnesses occurring prior to the completion of their probationary period, nor for additional shifts worked pursuant to Article 28.11. In the case of:

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

sick leave shall not accrue during the period of such absence in excess of one (1) month.

- 28.23 Part-time Employees reporting sick shall advise the Employer as soon as possible and regularly thereafter as required by the Employer.
- 28.24 Subject to the above, a Part-time Employee granted sick leave shall be paid for the period of such leave at the Basic Rate of Pay and the number of hours thus paid shall be deducted from their accumulated sick leave credits up to the total amount of the Employee's accumulated credits at the time sick leave commenced.
- 28.25 Employees may be required to substantiate, in the form prescribed by the Employer, any claim for sick leave. Payment of sick leave benefit shall not be effected until required substantiation has been supplied. Where the Employee has paid a fee for such substantiation, the fee shall be reimbursed by the Employer to a maximum of thirty dollars (\$30.00).
- 28.26 When a Part-time Employee has accrued the maximum sick leave credit of one hundred and twenty (120) working days, the Employee shall no longer accrue sick leave credits until such time as their total accumulation is reduced below the maximum. At that time the Employee shall recommence accumulating sick leave credits.

- 28.27 If a Part-time Employee requires time off for the purpose of attending a dental, physiotherapy, optical or medical appointment, provided the Employee has been given prior authorization by the Employer, such absence shall be charged against their accumulated sick leave. Employees may be required to submit satisfactory proof of such appointment.
- 28.28 (a) Except as hereinafter provided, sick leave will not be paid in respect of any illness or injury which is incurred during the period of scheduled vacation once vacation leave has commenced. In the event that the illness or injury prevents the Employee from resuming their duties at the conclusion of the vacation period and the Employee has substantiated their claim for sick leave, income continuance thereafter will be in accordance with Article 24.04. Notwithstanding the foregoing, should an Employee demonstrate to the satisfaction of the Employer that the Employee was admitted to a hospital as an "inpatient" during the course of their vacation, the Employee shall be deemed to be on sick leave for the period of the stay in hospital, subject to the provisions of Article 24.04. Vacation time not taken as a result of such stay in hospital shall be rescheduled to a mutually agreed later time frame.
- (b) In the event an illness or injury preventing an Employee from performing their usual duties occurs prior to the scheduled start of the vacation period, and provided proper substantiation of their claim to sick leave has been provided, the absence on account of the illness or injury will be treated as sick leave pursuant to Article 24.04 until the Employee has recovered sufficiently to permit resumption of their usual duties. Time not utilized as vacation leave as a result of the above illness or injury will be rescheduled to a mutually agreed later time frame.
- 28.29 Upon request of an Employee but not more frequently than once a year, the Employer shall advise an Employee of their accrued sick leave credits.
- 28.30 An Employee who has accrued sick leave entitlement under the terms of this Collective Agreement shall, upon the voluntary termination of their employment with the Employer, be entitled to retain such entitlement provided the Employee enters into employment at an Institution at which the Employer is also party to an agreement with an identical sick leave provision, within six (6) months of the date of their termination of employment. Otherwise sick leave credits shall be cancelled and no payments shall be due therefore. This entitlement shall not apply during the Employee's probationary period. At the request of the Employee, the Employer shall provide the Employee with a written statement of their accumulated sick leave entitlement upon termination.
- 28.31 An Employee who has exhausted their sick leave credits during the course of an illness, and the illness continues, shall be deemed to be on leave of absence without pay or benefits except as provided in Article 26.01(f), for the duration of the illness or as provided below, whichever first occurs. The Employee shall keep the Employer advised as to when the Employee shall be expected back to work and

shall provide the Employer with not less than fourteen (14) days' written notice of readiness to return to work and:

- (a) if the Employee is capable of performing duties of their former position the Employee shall be reinstated by the Employer in the same position which the Employee held immediately prior to their disability at not less than the same step in the pay scale and other benefits that accrued to them prior to their disability;
- (b) if the Employee is incapable of performing the duties of their former position, but is capable of performing the duties of their former classification, a reasonable effort shall be made by the Employer to place their in an available position that the Employee is capable of performing. In such a case the Union agrees to waive the posting provisions of the Collective Agreement;
- (c) at the expiration of twenty-four (24) months from the last day of paid sick leave, an Employee:
  - (i) is not capable of resuming work pursuant to section (a), or
  - (ii) for whom, after a reasonable effort having been made pursuant to section (b), alternate employment is not available,

it shall be deemed that the employment relationship has terminated, provided that such termination is not contrary to any right conferred under this agreement or any law of Canada or Alberta.

- 28.32
- (a) Regular Part-time Employees may work flexible hours by mutual agreement between the Employee and the Employer, whereby at a mutually agreeable time the Employer will provide and the Employee shall take time off:
    - (i) for those hours worked during the normal resting period; and
    - (ii) in place of overtime for those hours worked in excess of seven point seven five (7.75) hours in a day or thirty-eight point seven five (38.75) hours in a week averaged over one (1) cycle of the shift schedule, in which event Articles 28.02, 28.04, 28.05, 28.12 and 28.14 have no application.
  - (b) The Employee shall be paid for the time taken off in place of overtime pay at the same rate the Employee would have been paid wages had the Employee worked those hours on a normal working day.
  - (c) If time off in place of overtime pay is not provided and taken in accordance with the foregoing, the Employee will be paid overtime in accordance with Article 13.03.

**ARTICLE 29**  
**TEMPORARY EMPLOYEES**

29.01 A Temporary Employee shall be covered by the terms of this Collective Agreement with the exception of:

- (a) Article 8 - Probationary Period;
- (b) Article 9 - Seniority;
- (c) Article 10 - Performance Appraisals;
- (d) Article 23 - Employee Benefits Plan (shall not apply until the completion of six (6) months continuous service);
- (e) Article 31 - Layoff and Recall;
- (f) Article 32 - Discipline and Dismissal;

which are superseded and replaced by the following:

- 29.02
- (a) A Temporary Employee shall not have the right to grieve the termination of their employment.
  - (b) The Employer shall provide at least seven (7) calendar days written notice of termination of their temporary position.
  - (c) A Regular Employee occupying a Temporary position shall retain their seniority and shall not have the right to grieve placement pursuant to Article 31 - Layoff and Recall when no longer required in that capacity.

**ARTICLE 30**  
**CASUAL EMPLOYEE**

30.01 The provisions of this Collective Agreement shall not apply to Casual Employees except as provided by this Article.

30.02 Hours of Work

- (a) Hours of work for a Casual Employee shall be up to seven point seven five (7.75) hours in a day.
- (b) Casual Employees will not be required to work in excess of seven (7) consecutive shifts except by mutual agreement.
- (c) A Casual Employee will not be required to work in a manner where the ratio of work-days to non-workdays exceeds 5:2 averaged over six (6) calendar weeks.

- (d) Hours of work shall be deemed to:
  - (i) include, as scheduled by the Employer, two (2) rest periods of fifteen (15) minutes during each full working shift of seven point seven five (7.75) hours; or
  - (ii) one (1) rest period of thirty (30) minutes during each full working shift of seven point seven five (7.75) hours. If this is more compatible with the scheduling of work assignments, the alternative to be applied shall be at the discretion of the Employer; or
  - (iii) include, as scheduled by the Employer, one (1) rest period of fifteen (15) minutes during each half shift of not less than four (4) hours; and
  - (iv) exclude a meal period of thirty (30) minutes to be scheduled by the Employer during each working day in which the Employee works in excess of four (4) hours.
  - (v) 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.
  - (vi) If an Employee is recalled to duty during their meal period or rest period the Employee shall be given a full meal period or rest period later in their shift, or where that is not possible, be paid for the meal period or rest period as follows:
    - (a) for a rest period, at two times (2X) their Basic Rate of Pay rather than at straight time; or
    - (b) for a meal period for which the Employee is entitled to be paid in accordance with Article 31.02(d)(v), at two times (2X) their Basic Rate of Pay rather than at straight time; or
    - (c) for a meal period for which the Employee is not otherwise entitled to be paid, at two times (2X) their Basic Rate of Pay.

- 30.03 (a) No Casual Employee shall be scheduled except with their consent.
- (b) Employees shall be aware that, in the course of their regular duties, they may be required to work on various shifts throughout the twenty-four (24) hour period of the day and the seven (7) days of the week. The first shift of the working day shall be one wherein the majority of hours worked fall between twenty-four hundred (2400) and zero eight hundred (0800) hours.

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

30.05 Extended Work Day

All provisions pertaining to Casual Employees working the extended work day are covered in Article 37 - Extended Work Day.

30.06 Overtime

- (a) Overtime is all time authorized by the Employer and worked by an Employee in excess of seven point seven five (7.75) hours per day. The Employer shall provide on each ward or unit overtime forms which are to be signed by the designated authorizing person and a copy shall be given to the Employee at the time overtime is worked.
- (b) The overtime rate of two times (2X) the applicable Basic Rate of Pay shall be paid for overtime hours worked.

30.07 Salaries

- (a) The Basic Rate of Pay for Casual Employees shall be as outlined in the Salaries Schedule
- (b) Subject to any of the other terms of this Collective Agreement providing for the withholding or delay in granting of an increment, an Employee's Basic Rate of Pay will be advanced to the next higher Basic Rate of Pay following two thousand and twenty-two point seven five (2022.75) hours worked with the Employer.
- (c) Provided not more than three (3) years shall have elapsed since the experience was obtained, when an Employee has experience satisfactory to the Employer, their starting salary shall be adjusted by applying the following formula:
  - (i) advance starting rate to the second (2nd) increment in the salary scale if more than four thousand and forty-five point five (4,045.5) hours; or
  - (ii) advance starting rate to the third (3rd) increment in the salary scale if more than six thousand and sixty eight point two five (6,068.25) hours; or
  - (iii) advance starting rate to the fourth (4th) increment in the salary scale if more than eight thousand and ninety-one (8,091) hours; or

- (iv) advance starting rate to the fifth (5th) increment in the salary scale if more than ten thousand one hundred and thirteen point seven five (10,113.75) hours.

The provisions of Articles 30.07(iii) and 30.07(iv) shall be applicable only to the Employees whose date of hire is on or after April 1, 1991.

30.08

Shift Differential

- (a) A shift differential of two dollars and seventy-five cents (\$2.75) per hour shall be paid:
  - (i) to Employees working a shift where the majority of such shift falls within the period fifteen hundred (1500) hours to twenty-three hundred (2300) hours.; or
  - (ii) to Employees for each hour worked between fifteen hundred (1500) hours to twenty-three hundred (2300) hours, provided that greater than one (1) hour is worked between fifteen hundred (1500) hours to twenty-three hundred (2300) hours;
  - (iii) to Employees for all overtime hours worked which fall within the period of fifteen hundred (1500) hours to twenty-three hundred (2300) hours.
- (b) All premiums payable under this Article shall not be considered as part of the Employee's Basic Rate of Pay.
- (c) Where applicable, an Employee shall be eligible to receive both Shift Differential and Weekend Premium.

30.09

A shift differential of five dollars (\$5.00) per hour shall be paid:

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

30.10

Weekend Premium

- (a) A weekend premium of three dollars and twenty-five cents (\$3.25) per hour shall be paid:
  - (i) to Employees working a shift wherein the majority of such shift falls within a sixty-four (64) hour period commencing at fifteen hundred (1500) hours on a Friday; or
  - (ii) to Employees working each hour worked after fifteen hundred (1500) hours on a Friday provided that greater than one (1) hour is worked within a sixty-four (64) hour period commencing at fifteen hundred (1500) hours on a Friday;
  - (iii) to Employees working all overtime hours which fall within the sixty-four (64) hour period commencing at fifteen hundred (1500) hours on a Friday.
- (b) All premiums payable under this Article shall not be considered as part of the Employee's Basic Rate of Pay.
- (c) Where applicable, an Employee shall be eligible to receive both Shift Differential and Weekend Premium.

30.11

Transportation

- (a) Casual Employees who normally travel from the Centre to their place of residence by means of public transportation following the completion of their shift, but are prevented from doing so by being required to remain on duty past the time when normal public transportation is available, shall be reimbursed for the cost of reasonable, necessary and substantiated transportation expense from the Centre to their place of residence.
- (b) Where a Casual Employee is assigned duties necessitating the use of their automobile, the Employee shall be reimbursed pursuant to Article 21.02.

30.12

Named Holidays

- (a) Casual Employees shall be paid at one point five times (1.5X) their Basic Rate of Pay for all hours worked on the Named Holiday and two point five times (2.5x) their Basic Rate of Pay shall be paid for work in excess of seven point seven five (7.75) hours on named holidays and for all overtime worked on August Civic Holiday and Christmas day three times (3x) their basic rate of pay.
- (b) A Casual Employee required by the Employer to work on Christmas Day or August Civic Holiday shall be paid for all hours worked on the Named Holiday at two times (2X) their Basic Rate of Pay and three times (3x) their



basic rate of Pay shall be paid for work in excess of seven point seven five (7.75) hours on August civic Holiday and Christmas Day.

- (c) Casual Employees shall be paid in addition to their Basic Rate of Pay five percent (5%) of their basic Rate of Pay in lieu of Named Holidays.

30.13 Annual Vacations

Casual Employees shall be entitled to, in addition to their Basic Rate of Pay, six (6%) percent of their Basic Rate of Pay in lieu of vacation, and shall be entitled to an additional two (2%) percent vacation pay on completion of the equivalent hours or work required by a Full-time Employee to reach the vacation entitlement of twenty (20) working days, and a further two (2%) percent vacation pay on completion of the equivalent hours of work required by a Full-time Employee to reach the vacation of twenty-five (25) working days and a further two (2%) percent of vacation pay to reach the vacation of thirty (30) working days.

30.14 Dues Deduction

Casual Employees shall be subject to dues deduction as provided in Article 4 - Union Membership and Dues Deduction.

30.15 Grievance Procedure

Casual Employees shall be covered by the Grievance and Arbitration Procedure provision of this Collective Agreement. However, a Casual Employee who does not make herself available for work for a period of three (3) months or more and, has not provided reasons in advance which are acceptable to the Employer, shall not have the right to grieve the termination of their employment.

30.16 Appointments, Transfers and Promotions

- (a) Subject to the criteria established in Article 11 - Appointments, Transfers and Promotions, of this Collective Agreement, an applicant for regular employment who has experience with the Employer as a Casual Employee within the Bargaining Unit shall be given preference over external applicants.
- (b) The Employer shall post the name of the successful candidate in accordance with Article 11.05.

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

- (a) vacation entitlement; and

- (b) the total accumulation of regular hours worked for the purpose of incremental advancement pursuant to Article 30.07.

30.18 Temporary Assignments

When a Casual Employee is assigned by their immediate Supervisor to replace another Employee in a higher paid classification within this Collective Agreement for a full or partial shift or longer, the Employee shall be paid the Basic Rate of Pay for the classification in which the Employee is relieving, providing the Employee is qualified to perform the substantive duties of the higher paid classification. When an Employee is required temporarily to perform the duties of a lower paid classification, their Basic Rate of Pay will not be changed.

30.19 Probationary Period

Casual Employees shall be covered by Article 8 - Probationary Period of this Collective Agreement.

30.20 Discipline and Dismissal

Casual Employees shall be covered by Article 32 - Discipline and Dismissal of this Collective Agreement.

**ARTICLE 31  
LAYOFF AND RECALL**

31.01 It is the exclusive right of the Employer to:

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

31.02 Definitions

For the purposes of this Article, a layoff shall mean:

- (a) the displacement of a Regular Employee within the bargaining unit due to the reduction of the workforce; or
- (b) the reduction in the regular hours of work of a regular full-time employee within the bargaining unit; or

- (c) the reduction in the regular hours of a regular part-time Employee within the bargaining unit by greater than point one (0.1) FTE, which does not result in a change in the Employee's benefit eligibility.

31.03 Meeting Prior to Layoff

The Parties recognize the value of meeting prior to a layoff process occurring. The purpose of this meeting is to review the layoff process, review the current seniority list and discuss other relevant factors the Parties agree upon. The Parties will also discuss the impact on Employees on approved Leave of Absence, WCB, STD or LTD insurance benefits.

31.04 Notice of Layoff:

- (a) When, in the opinion of the Employer, it becomes necessary to layoff a regular Employee within the bargaining unit, the Employer will notify the affected Employee a minimum of fourteen (14) calendar days prior to the date of layoff, except that the fourteen (14) calendar days notice shall not apply where layoff results from an Act of God, fire, flood or a work stoppage by Employees not covered by this Collective Agreement.
- (b) Where the layoff results from an Act of God, fire or flood, the fourteen (14) calendar days notice is not required but up to two (2) weeks of pay in lieu thereof based on regularly scheduled hours worked during this period shall be paid to affected Employees.

31.05 Layoff Process

- (a) An Employee who has been issued a layoff notice in accordance with Sub-clause 32.04(a) shall be provided a list of all positions within the Bargaining Unit in the same classification as their current position. The Employee shall have forty-eight (48) hours, or such shorter period as may be mutually agreed upon between the Employer and the Employee, to provide the Employer with their preference to either:
  - (i) select a vacant position within their current facility and Bargaining Unit in the same classification and with the equivalent or lesser FTE as their current position; OR
  - (ii) displace a less senior Employee within their current facility and Bargaining Unit in the same classification and with the equivalent or lesser FTE as their current position.
  - (iii) Where there are no positions available in accordance with (i) or (ii) above, the Employee may indicate a preference to displace a less senior Employee within their current facility and Bargaining Unit in a lower paid classification with equivalent or lesser FTE as their current position, provided the Employee has more seniority than

the Employee the Employee has selected to displace and the Employee has the requisite skill, training, and knowledge to perform the work.

- (iv) Where there are no positions available within their current facility in accordance with the above, the Employee may select a vacant position within the Bargaining Unit in another facility in the same classification and with the equivalent or lesser FTE as their current position.

Placement of an Employee in a vacant position within the Bargaining Unit in another facility, pursuant to this Article, is not a contravention of this Collective Agreement.

- (v) Where there are no positions available in accordance with the above, the Employee shall be laid off in accordance with this Article and shall have the right to recall as outlined in this Article.

(b) Placement

The Employer shall review the Employee's preferences and place them in a position within the same classification and where operational requirements permit, in an equivalent or lesser FTE as their current position provided the Employee has the requisite skill, training and knowledge to perform the work.

(c) Employees who:

- (i) refuse an offer by the Employer of alternate work; or
- (ii) 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.

31.06

Recall Process

- (a) While Regular Employees within the Bargaining Unit remain on the recall list only regular Employees and Employees on layoff shall be eligible to apply for regular and temporary vacancies within the Bargaining Unit. The posting and selection process shall be administered in accordance with the Appointments, Transfers and Promotions Article of this Collective Agreement.
- (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.

- (c) In the event the Employer is unable to fill a regular vacancy within the Bargaining Unit in accordance with Sub-Clause 31.06(a), the Employer shall recall the most senior Employee within the same classification and status of the vacancy provided the Employee possesses the requisite skill, training, knowledge and ability to perform the work. The method of recall shall be by telephone, and if contact with the Employee is not accomplished, by letter delivered by courier to the Employee's last known place of residence. When dispatched by courier, the letter shall be deemed delivered on the date of dispatch. The Employee so notified will report for work as directed in any event shall notify the Employer of their intent no later than five (5) days following the date of dispatch.

31.07 Other than for the continuation of the seniority held at the time of layoff, discipline, grievance and arbitration rights and benefits arising under this Article and the Appointments, Promotions, and Transfers Article, an Employee's rights while on layoff shall be limited to the right of recall. Employment shall be deemed terminated when an Employee does not return from layoff when notified to do so, or on the expiry of twelve (12) months from the date of layoff, whichever first occurs.

31.08 Employees affected by temporary layoff may elect to maintain coverage of contributory plans specified in the Employee Benefits Plan Article of this Collective Agreement, provided that the Employee makes prior arrangements to pay full premium costs. In the event the Employee works casual shift(s) the Employee shall remain responsible for the payment of the full premium costs and their recall status shall not be adversely affected. Failure to pay full premium costs will result in termination of benefit coverage.

31.09 The operation of this Article, including revision to shift schedules caused by layoff or displacement, shall not constitute a violation of the terms of this Collective Agreement.

31.10 Employees who have been reduced in regular hours of work through the application of this Article, shall indicate in writing, their availability to work casual shifts. Casual shifts will be offered on the basis of seniority and availability up to the Employee's previous regular hours. This obligation of offer of casual shifts shall expire on twelve (12) months from the date the Employee is reduced in hours or laid off.

## ARTICLE 32 DISCIPLINE AND DISMISSAL

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

- 32.02 Unsatisfactory conduct and/or performance by an Employee which is not considered by the Employer to be serious enough to warrant suspension or dismissal may result in a written warning to the Employee. A copy of the written warning shall be placed on the Employee's personnel file. Copies of all written warnings shall be forwarded to the Union within seven (7) calendar days of issuance.
- 32.03 (a) Following a preliminary investigation of an incident, and where the Employer has a significant reason to believe that an Employee(s) may be responsible, and that their actions may lead to discipline, the Employee may be accompanied by a Union Representative in subsequent meetings.
- (b) The Employee shall be informed by the Employer that they are being investigated with respect to an incident that may result in discipline and that they have the right to have a Union Representative present if they so choose.
- (c) The Employee shall sign any written notice of discipline for the sole purpose of indicating that the Employee is aware of the disciplinary notice. Where circumstances permit an Employee may be accompanied by a Union Representative during the disciplinary discussion.
- 32.04 (a) When an Employee has grieved a disciplinary action and a Designated Officer of the Employer has either allowed the grievance or reduced the penalty levied against the grievor, the personnel file of the Employee shall be amended to reflect this action provided this action results in the abandonment of the grievance.
- (b) An Employee who has been subject to disciplinary action may, after two (2) years of continuous service from the date the disciplinary measure was invoked, request in writing that their personnel file be cleared of any record of the disciplinary action. Such request shall be granted provided the Employee's file does not contain any further record of disciplinary action, during the two (2) year period, of which the Employee is aware. The Employer will confirm in writing to the Employee that such action has been effected.
- 32.05 An Employee absent for three (3) consecutive working days without notifying the Employer shall be considered to have abandoned their position unless, the Employee subsequently provides reason acceptable to the Employer and, where in the opinion of the Employer, such prior notification was not possible.
- 32.06 Where circumstances permit, an Employee who is scheduled to attend a disciplinary discussion with the Employer will be given reasonable time to contact a Union Representative. At such discussion, an Employee may be accompanied by a representative of the Union.
- 32.07 Nothing in this Article prevents immediate suspension or dismissal for just cause.

- 32.08 In the event that an Employee is reported to their licensing body by the Employer, the Employee shall be so advised and a written copy shall be forwarded to the Union.

**ARTICLE 33  
BULLETIN BOARD SPACE**

- 33.01 The Employer shall provide bulletin boards to be placed in reasonably 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.

**ARTICLE 34  
OCCUPATIONAL HEALTH AND SAFETY**

- 34.01 The Employer shall establish an Occupational Health and Safety Committee which shall be composed of representatives of the Employer and representatives of the Union and may include representatives of other employee groups. The Union shall nominate and assign their representatives on the committee. This Committee shall meet at least bi-monthly from September through June. 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.

The total number of Employer representatives on the Committee shall not exceed the total of all representatives, from the Union and other Employee groups. The Committee will, on an annual basis, discuss and determine the most effective means of chairing meetings.

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

- 34.03 The Occupational Health and Safety Committee shall also consider measures necessary to ensure the security of each Employee on the Employer's premises and may make recommendations to the Employer in that regard. Should the recommendations not be implemented or adequate steps taken towards implementation within forty-five (45) days from the date the recommendation is made the Union Representative may direct that the item be referred to the Senior Administrator of the Employer forthwith. A written reply will be given within fourteen (14) days of the presentation by the Committee.

- 34.04 Where the Employer requires the Employee to receive specific immunization and titre, as a result of or related to the Employee's work, it shall be provided at no cost.
- 34.05 (a) The Employer shall have a Safe and Respectful Environment policy and working alone policies and procedures to support a working alone safety plan which adheres to Occupational Health and Safety Legislation. These policies shall be reviewed annually by the Occupational Health and Safety Committee.
- (b) The Union and the Employer recognize the right of the Employees to work in a safe and secure environment and support a policy of addressing 'working alone' in the workplace. The Employer shall have a Safe Working Alone Policy available to all Employees. Should the Employer change, modify or remove the policy, the Union will be notified of any such change.
- (c) The Union and the Employer recognize the right of Employees to work in an environment free from emotional, mental and verbal abuse and all forms of discrimination, and support a policy of that sets the overall expectations that harassment and violence are not tolerated in the work environment.
- (d) Personal health information of Employees shall be kept confidential. The Employer will retain health information separately and access shall be given only to those persons responsible for occupational health who are directly involved, subject to the representation at any grievance arbitration or other dispute mechanism under this Collective Agreement, pertinent privacy legislation, the Human Rights Act and Labour Relations Code, or other applicable statutes.

#### ARTICLE 35

##### COPIES OF COLLECTIVE AGREEMENT

- 35.01 Within sixty (60) days of the signing of this Collective Agreement, the Employer shall provide each Employee with a copy.
- 35.02 The Employer shall provide a copy of the Collective Agreement to each new Employee upon appointment.
- 35.03 Selection of the printers and printing of the Collective Agreement shall be the joint responsibility of the Employer and the Alberta Union of Provincial Employees. Cost shall be shared equally between the Employer and the AUPE.
- 35.04 The final version of the Collective agreement shall be maintained in electronic form and both the Employer and the Union shall be provided with a copy of the final version of the Collective Agreement on disk.



**ARTICLE 36**  
**GRIEVANCE PROCEDURE**

36.01 **Definition of a Grievance**

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

36.02 **Settling of Disputes and Grievances**

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

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

**Informal Discussion**

An Employee who believes that they have a problem arising out of the interpretation, application or alleged violation of this Collective Agreement shall first discuss the matter with the Employee's immediate Supervisor within ten (10) days of the date the Employee first became aware of, or reasonably should have become aware of, the occurrence. "Immediate Supervisor" means that person from whom an Employee normally receives work assignments. The Employee shall have the right to be accompanied by a Union Steward or Union representative while discussing the matter with the Employee's immediate Supervisor. The immediate Supervisor shall advise the Employee of the immediate Supervisor's decision within ten (10) days of the date the matter was first discussed.

**Step I (Site Director or Designate)**

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

**Step II (Executive Director or Designate)**

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

**Step III (Arbitration)**

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

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

36.04 **Time Limits**

- (a) The time limits specified throughout the steps of the Grievance Procedure may be extended by mutual consent in writing between the Union and the Employer.

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

36.05 **Policy Grievance**

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

36.06 **Dismissal or Suspension Grievance**

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

36.07 **Replies in Writing**

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

36.08 **Facilities for Grievances**

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

36.09 **Unique Circumstances**

- (a) Grievances affecting services/programs other than the Employee's service/program (i.e. transfers and promotions), will be commenced at Step I Site Leader or Designate of the affected site.
- (b) In the event that any Management Officers as named in the Grievance Steps are one and the same, the Employer may appoint a different Hearing Officer to address the grievance before the matter advances to the next Step.
- (c) Grievances filed in respect to issues arising from a safe and respectful workplace complaint pursuant to Article 6 will be held in abeyance under Article 6 until the Employer's investigation has been completed. No time limits under the grievance procedure will be affected due to matters not

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

**ARTICLE 37**  
**EXTENDED WORK DAY**

- 37.01 (a) Where the Parties to this Collective Agreement agree to implement a system employing an extended work day and resultant compressed work week, they shall evidence such Collective Agreement by signing a document indicating those Nursing Units where such Collective Agreement applies. The list of Nursing Units may be amended from time to time by agreement of the Parties. Such list shall indicate for each Unit whether this list applies to Full-time Employees, Part-time Employees or both.
- (b) Nursing Units may be deleted from the list referred to in Article 37.01(a) by either Party providing the other Party with twelve (12) weeks' notice in writing of such intent.

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

37.03 Hours of Work

- (i) Amend Article 12.01 to read:

"12.01 Regular hours of work for Full-time Employees, exclusive of meal periods, shall:

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

- (ii) Amend Article 12.02 to read:

"12.02 Regular hours of work shall be deemed to:

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

(iii) Amend Article 12.05 to read:

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

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

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

(iv) Amend Article 12.07(c) to read:

"12.07(c) A request by an Employee to work nights only shall not be unreasonably denied, provided however that the Employer shall have the right to assign periods of day duty for the purpose of maintaining proficiency totaling not more than one hundred and eighty (180) regular hours worked in a Calendar Year. When a request to work nights only is accommodated the Employee may only alter that request by the giving of fourteen (14) weeks notice of intention."

(v) Amend Article 12.07(d) to read:

"12.07(d) Employees who are required to rotate shifts shall be assigned day duty at least one-half (1/2) of the time during the shift cycle, provided that in the event of an emergency or where unusual circumstances exist, an Employee may be assigned to such shift as may be necessary. For the purpose of applying the foregoing, an Employee will be deemed to have been assigned day duty for those periods of time absent on vacation or on or for a Named Holiday, that would have, except for such absences, been day duty to which the Employee would have been assigned in accordance with the shift schedule. Scheduled days of rest shall not be considered as day duty for the purpose of applying this provision."

(vi) Amend Article 12.11 to read:

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

(vii) Amend Article 12.15 to read:

"12.15(a) Employees may work flexible hours by mutual agreement between the Employee and the Employer, whereby at a mutually agreeable time the Employer will provide and that Employee shall take time off:

(i) for those hours worked during the normal rest period; and

(ii) in place of overtime pay for those hours worked in excess of eleven point two five (11.25) in a day or thirty-eight point seven nine (38.79) in a week averaged over one (1) cycle of this shift schedule, in which event Articles 12.01, 12.04, 12.05 and Article 13 shall have no application.

(b) The Employee shall be paid for the time taken off in place of overtime pay at the same rate the Employee would have been paid wages had the Employee worked those hours on a normal working day.

(c) If time off in place of overtime pay is not provided and taken in accordance with the foregoing, the Employee will be paid overtime pay in accordance with Article 13.03."

37.04 Overtime

Amend Article 13.01 to read:

"13.01 Overtime is all time authorized by the Employer and worked by a Regular Employee in excess of the regular scheduled daily hours in compliance with Article 37.03(i) or on scheduled days of rest for Full-time Employees. The Employer will provide on each ward or unit overtime forms which are to be signed by the designated authorizing person and a copy shall be given to the Employee at the time the overtime is worked.

37.05 Named Holidays

Amend Article 21.03 to read:

"21.03 Except as modified by (c) below, notwithstanding Article 21.03, an Employee required to work on a Named Holiday shall be paid for all hours worked on a Named Holiday at one point five times (1.5X) their Basic Rate of Pay, excepting where another premium (i.e. overtime) would provide a greater monetary benefit, plus:

- (a) an alternate day off at a mutually agreed time; for which the Employee will be paid seven point seven five (7.75) hours pay at their Basic Rate of Pay; or
- (b) failing mutual agreement of the alternate day off to be scheduled within thirty (30) calendar days following the Named Holiday, the Employee will be paid seven point seven five (7.75) hours at their Basic Rate of Pay.
- (c) In addition to 21.03(a) and (b) an Employee required to work on Christmas Day or the August Civic Holiday shall be paid for all hours worked on the Named Holiday at two times (2X) the Employee's basic rate of pay.
- (d) In addition, overtime worked in excess of the regularly scheduled hours shall be paid at two point five times (2.5X) for all Named Holidays, except for overtime hours worked on Christmas or the August Civic Holiday which shall be paid at three times (3X) their Basic Rate of Pay.

37.06 Vacation Entitlement

(i) Amend Article 22.02 to read:

"22.02(a) During each year of continuous service in the employ of the Employer, an Employee shall earn vacation entitlement to a

vacation with pay to be taken in the next following vacation year and the rate shall be as follows:

- (i) during the first (1st) to second (2nd) years of such employment an Employee earns a vacation of one hundred sixteen point two five (116.25) working hours;
- (ii) during the third (3rd) to ninth (9th) years of employment, an Employee earns a vacation of one hundred fifty-five (155) working hours;
- (iii) during the tenth (10th) to nineteenth (19th) years of employment, an Employee earns a vacation of one-hundred ninety-three point seven five (193.75) working hours; and
- (iv) during each of the twentieth (20th) and subsequent years of employment an Employee earns a vacation of two hundred and thirty-two point five zero (232.50) working hours.

(b) Supplementary Vacation

Upon reaching the employment anniversaries of twenty-five (25), thirty (30), thirty five (35), forty (40) and forty five (45) years of continuous service, Employees shall have earned a one time only additional thirty-eight point seven five (38.75) working hours vacation with pay. Such supplementary vacation is to be taken pursuant to the provisions of this Article.

(c) Employee with less than a year of service

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

(d) Vacation Earning Portability

Where a voluntarily terminated Employee commences employment within six (6) months of date of termination of employment with another Employer signatory to an agreement containing this provision, such Employee shall, after one (1) year of service, receive vacation entitlement as



though their employment has been continuous. At the request of the Employee the Employer shall provide the Employee with a written statement of their vacation entitlement upon termination.”

- (ii) Amend Article 19.02 to read:

“19.02            Vacation Pay on Termination

- (a) If employment is terminated, the Employee shall receive vacation pay in lieu of the unused period of vacation entitlement in each Calendar Year at the Employee’s regular rate, together with six (6%) percent, in the case of an Employee entitled to one hundred and sixteen point two five (116.25) working hours vacation per annum, or eight (8%) percent in the case of an Employee entitled to one hundred fifty-five (155) working hours vacation per annum, or ten (10%) percent in the case of an Employee entitled to one hundred ninety-three point seven five (193.75) working hours vacation per annum, or twelve (12%) percent in the case of an Employee entitled to two hundred thirty-two point five zero (232.50) working hours per annum, of the Employee’s regular earnings in each Calendar Year to the date of termination.
- (b) When an Employee is discharged for cause, the Employee shall receive vacation pay in lieu of the unused period of vacation entitlement.

37.07            Sick Leave

- (i) Amend Article 24.02 to read:

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

- (ii) Amend Article 24.04 to read:

“24.04            An Employee granted sick leave shall be paid for the period of such leave at their Basic Rate of Pay and the number of hours thus paid shall be deducted from their accumulated

sick leave credit to the total number of the Employee's accumulated credit at the time sick leave commenced."

(iii) Amend Article 24.06 to read:

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

37.08

Leave of Absence

(i) Amend Article 26.07 to read:

"26.07 Bereavement Leave

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

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

son-in-law

child (including step-child)

daughter-in-law

parent (including step-parent)

mother-in-law

brother (including step-brother)

father-in-law

sister (including step-sister)

guardian

sister-in-law

grandparent

grandchild

- (b) Bereavement leave shall be extended by up to two (2) days if travel in excess of three hundred and twenty-two (322) kilometers from the Employee's residence is necessary.
- (c) In the event of a death of another relative or close friend, the Employer shall grant up to one (1) working day off with pay to attend the funeral services.
- (d) An Employee who is on Vacation or on an approved Leave of Absence, Sick Leave, Short Term Disability, Long Term Disability, or Workers' Compensation shall not be entitled to Bereavement Leave.

37.09      Shift Differential

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

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

37.10      Weekend Premium

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

37.11      Part-Time Employees

- (i) Amend Article 28.02 to read;

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

(ii) Amend Article 28.05 to read:

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

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

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

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

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

(iii) Amend Article 28.11 to read:

"28.11

(a) A Part-time Employee may work additional shifts from time to time.

(b) Where a Part-time Employee volunteers or agrees when requested, the Employee shall be paid their Basic Rate for such hours or, if applicable, at the overtime rate(s) provided in Article 37.04;

(i) for those hours worked in excess of eleven

point two five (11.25) hours in a day; or

(ii) for work performed by the Employee on days in excess of the work ratio referred to in Article 37.11.

(c) Where the Employer required a Part-time Employee to work without their having volunteered or agreed to do so, the Employee shall be paid the applicable overtime rate provided in Article 37.04.”

(iv) Amend Article 28.22 to read:

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

37.12 Casual Employees

A Casual Employee may be called or required for an extended work day shift in accordance with Article 37.03. In such cases, work in excess of seven point seven five (7.75) hours shall be regarded as overtime except where the Casual Employee replaces another Employee in an extended work day position.

**ARTICLE 38**

**DRESS CODE**

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

**ARTICLE 39**

**TEMPORARY ASSIGNMENTS**

39.01 When an Employee is assigned by their immediate supervisor to replace another Employee in a higher paid classification within this Collective Agreement for two (2) consecutive hours or longer, the Employee shall be paid the basic rate of pay for the classification in which the Employee is relieving, providing the Employee is qualified to perform the substantive duties of the higher paid classification. When an Employee is required temporarily to perform the duties of a lower paid classification, their basic rate of pay will not be changed.

- 39.02 (a) A Licensed Practical Nurse (LPN) assigned by the Employer to act as a Preceptor for students in the Licensed Practical Nurse program shall receive an additional sixty-five (\$0.65) cents per hour. The Employer will give consideration to those Employees who express an interest in participation in this program.
- (b) "Preceptor" means a Licensed Practical Nurse who is assigned to supervise, educate and evaluate students in the Licensed Practical Nurse program.

39.03 Charge Pay

- (a) The Charge Pay Premium will be applicable to an Employee who is employed as, and working in, their professional capacity as a Licensed Practical Nurse; and,
- (b) who has been explicitly assigned by an Exempt Supervisor/Manager of the Employer to assume the functional Charge Responsibilities of a Unit.
- (c) In recognition of this assignment, the Licensed Practical Nurse assuming these duties shall receive a Charge Pay Premium of one dollar and fifty cents (\$1.50) per hour.

**ARTICLE 40**

**EMPLOYMENT INSURANCE PREMIUMS REDUCTIONS**

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

**ARTICLE 41**

**PROFESSIONAL FEES**

- 41.01 (a) The Employer will reimburse LPNs (who at the beginning of their next registration year have active registration in their Professional College) two hundred and fifty dollars (\$250.00) for their dues if they have accumulated eight hundred and nine (809) or more regular hours actually worked in the previous fiscal year.
- (b) Regular hours actually worked in clause (a) includes leaves of absence for Union or Local business.
- (c) Employees are only entitled to claim one (1) payment from any one (1) Employer per year.
- 41.02 Employees holding professional licenses or certifications, including Health Care Aides being required to remain active on the Health Care Aide Directory, shall

keep these credentials current and renew them and advise the Employer of same thirty (30) days before they expire.

**SALARY SCHEDULE**

Classification	Effective Dates	% Increase	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	LSPA 2%
Health Care Aide	01-Jul-20	0%	\$19.91	\$20.53	\$21.46	\$22.29	\$23.02	\$23.53	\$24.21	\$24.95	N/A
	01-Jan-22	1.00%	\$20.11	\$20.74	\$21.67	\$22.51	\$23.25	\$23.77	\$24.45	\$25.20	N/A
	01-Dec-22	1.25%	\$20.36	\$20.99	\$21.95	\$22.79	\$23.54	\$24.06	\$24.76	\$25.51	N/A
	01-Jul-23	2.00%	\$20.77	\$21.41	\$22.38	\$23.25	\$24.01	\$24.54	\$25.25	\$26.02	\$26.55

Classification	Effective Dates	% Increase	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	LSPA 2%
Licensed Practical Nurses	01-Jul-20	0%	\$27.60	\$28.70	\$29.82	\$30.94	\$32.32	\$33.31	\$34.63	N/A
	01-Jan-22	1.00%	\$27.88	\$28.99	\$30.12	\$31.25	\$32.64	\$33.64	\$34.98	N/A
	01-Dec-22	1.25%	\$28.22	\$29.35	\$30.49	\$31.64	\$33.05	\$34.06	\$35.41	N/A
	01-Jul-23	2.00%	\$28.79	\$29.94	\$31.10	\$32.27	\$33.71	\$34.74	\$36.12	\$36.84

**Long Service Adjustment**

In addition to the rates of pay specified in the Main Salary Schedule, an Employee who has twenty (20) or more calendar years of service with the Employer, shall receive a 2% Long Service Pay Adjustment (LSPA). This shall form part of the Employee’s Basic Rate of Pay.

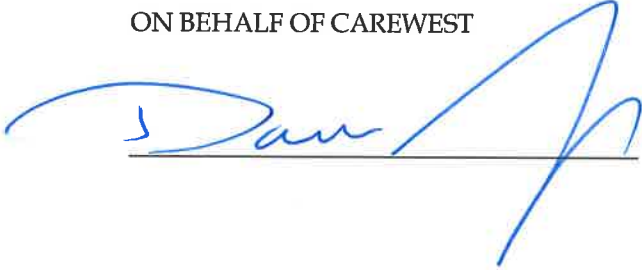
LSPA would come into effect for wages on July 1, 2023.

An Employee whose employment terminated prior to the signing of this Collective Agreement is eligible to receive retroactively any increase to the basic rate of pay, which the Employee would have received but for the termination of employment upon submission of a written application to the Employer during the period between the expiry date of the preceding Collective Agreement and sixty (60) calendar days after the ratification of this Collective Agreement.

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

Signed this 18 day of April, 2024.

ON BEHALF OF CAREWEST



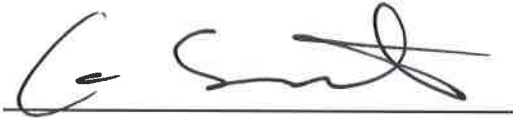
A handwritten signature in blue ink, appearing to be 'Dan', written over a horizontal line.



A handwritten signature in blue ink, 'Rebecca Mansfield', written over a horizontal line.

WITNESS

ON BEHALF OF THE ALBERTA UNION  
OF PROVINCIAL EMPLOYEES



A handwritten signature in black ink, written over a horizontal line.

WITNESS



**LETTER OF UNDERSTANDING #1**

between

CAREWEST

(hereinafter called the "Employer")

and

THE ALBERTA UNION OF PROVINCIAL EMPLOYEES

(hereinafter called the 'Union')

**RE: Mutual Agreement to Adjust FTEs**

Whereas the Parties see the mutual value in:

- providing Employees with confirmation of their Full-Time Equivalent (FTE);
- defining approaches to enable the adjustment of FTEs for Employees where mutually agreed; and
- developing larger FTEs and more full-time positions;

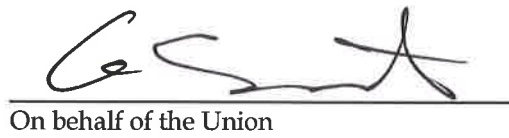
The Parties agree as follows:

1. At the time of hire or transfer, the Employer shall state, in writing to the Employee, the Employee's current FTE. Pursuant to this Letter of Understanding, such FTE may be amended by mutual agreement between the Employer and the Union.
  - (a) The process for requesting a change to FTEs shall be as follows:
    - (i) Employees may request to increase or decrease the Employee's FTE. The Employer shall advise the Union of such request.
    - (ii) Employers may offer to increase an Employee's FTE following consultation with the Union.
    - (iii) Seniority shall be considered in determining which Employees are eligible to have their FTEs adjusted in accordance with this Letter of Understanding.
  - (b) Where mutual agreement is reached in accordance with Point #1 above:
    - (i) regular hours of work for that classification within the Bargaining Unit shall not be reduced;
    - (ii) such changes shall be confirmed in writing to the Employee, and a copy shall be provided to the Union.

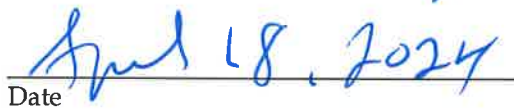
2. Mutual agreement to amend FTEs shall not be considered a violation of the posting provisions of Article 11, or the provisions of Article 32.
3. Where mutual agreement is not reached to amend FTEs, the strict provisions of this Collective Agreement shall apply.
4. This Letter of Understanding shall expire the day before the expiry date of this Collective Agreement. If this Letter of Understanding expires and is not renewed any changes to an Employee's FTE which have resulted from the application of this Letter of Understanding shall remain in effect subject to the terms of this Collective Agreement.

  
\_\_\_\_\_

On behalf of the Employer

  
\_\_\_\_\_

On behalf of the Union

  
\_\_\_\_\_

Date

  
\_\_\_\_\_

Date

**LETTER OF UNDERSTANDING #2**

between

CAREWEST

(hereinafter called the "Employer")

and

THE ALBERTA UNION OF PROVINCIAL EMPLOYEES

(hereinafter called the 'Union')

**RE: Flexible Spending Account**

**1. Eligibility**

A Flexible Spending Account (FSA) shall be implemented for all employees eligible for benefits in accordance with Article 24: Employee Benefits Plan, Clause 24.02.

**2. Calculation**

On January 1 of each year, a sum of one thousand dollars (\$1,000.00), per each benefit eligible Full-time Employee shall be allocated by the Employer to a FSA for each eligible Full-time Employee.

This FSA shall be provided to benefit eligible Part-time Employees on a pro-rated basis, based on their full-time equivalency as of December 1 of each calendar year.

Effective January 1, 2019, the FSA will be calculated as follows: one thousand one hundred dollars (\$1,100.00) to be allocated to each eligible Full-time Employee and pro-rated for each eligible Part-time Employee based on their FTE as of November 1 (the "eligibility date") of each year.

- (a) For the purpose of implementation in January 2019 only, which shall occur by the first (1<sup>st</sup>) of the month following sixty (60) days after ratification of the Collective Agreement, up to one hundred dollars (\$100.00), pro-rated to an Employee's FTE, will be deposited into the eligible Employee's Health Spending Account and the Employee will not have the ability to allocate these funds into any of the other accounts outlined in the Letter of Understanding. In subsequent years, the FSA can be allocated to all eligible accounts.

**3. Utilization**

The FSA may be utilized by Employees for the purposes of receiving reimbursement for expenses associated with professional development including:

- (i) tuition costs or course registration fees;

- (ii) travel costs associated with course attendance;
- (iii) professional journals, books or publications; and
- (iv) computer software.

**Effective January 1, 2018 amend (iv) as follows:**

- (iv) software and computer hardware

**Effective January 1, 2018 (v) and (vi) will come into force and effect:**

- (v) reimbursement for alternative transportation including bus passes and bus tickets.
- (vi) Reimbursement for ergonomic back support, ergonomic wrist support and ergonomic foot rests/

And for any of the following expenses:

- Reimbursement for the cost of professional registration or voluntary association fees related to the employee's discipline.
- 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 24 of the Collective Agreement.  
Contribution to a Registered Retirement Savings Plan (RRSP) or a Tax-Free Savings Account (TFSA) administered by the Employer.
- Wellness expenses that may include, but are not limited to, such expenditures such as fitness memberships and fitness equipment.
- Family care including day care and elder care expenses.

#### **4. Allocation**

By November 1 of each year, Employees who are eligible for the FSA will make an allocation for the utilization of the FSA for the subsequent Spending Account year (January 1 to December 31).

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.

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 Spending Account year (January 1 to December 31) while on layoff.

Reimbursement will be provided by the Insurer upon submission of an original receipt. Photocopies will be accepted.

#### **5. Implementation**

Where the Employer chooses to contract with an insurer for the administration of the Flexible Spending Account, the administration of the Account shall be subject to and

governed by the terms and conditions of the applicable contract.

The Flexible Spending Account 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 Flexible Spending Account.



On behalf of the Employer

April 18, 2024  
Date



On behalf of the Union

April 26, 2024  
Date

**LETTER OF UNDERSTANDING #3**

between

**CAREWEST**  
(hereinafter called the "Employer")

and

**THE ALBERTA UNION OF PROVINCIAL EMPLOYEES**  
(hereinafter called the 'Union')

**RE: Hours of Work**

Notwithstanding the 'Hours of Work' provisions of this Collective Agreement, the Employer and the Union agree that alternate hours of work/ rotations/schedules (including but not limited to twelve hour shifts, General Holidays included in the Master Rotation/Shift Schedule) that are current practice are contract compliant.

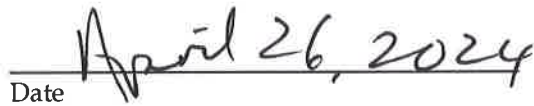
Notwithstanding the 'Hours of Work' provisions of this Collective Agreement, the Employer and the Union agree that other alternate hours of work/ rotations/schedules (including but not limited to twelve hour shifts, incorporating built-in lieu days off for Named Holidays into the Master Rotation/Shift Schedule) may be implemented as a pilot project by mutual agreement.

Such alternate hours of work/ rotations/schedules, if approved by a simple majority vote (of those who voted) by those employees affected by a rotation change, will be set out in a separate Letter of Understanding between the Employer and the Union. Such Letter of Understanding will be in effect for a trial period of not less than six (6) months following which the Employees may decide to conduct another vote to discontinue the pilot project.

  
On behalf of the Employer

  
On behalf of the Union

  
Date

  
Date

**LETTER OF UNDERSTANDING #4**

between

**CAREWEST**

(hereinafter called the "Employer")

and

**THE ALBERTA UNION OF PROVINCIAL EMPLOYEES**

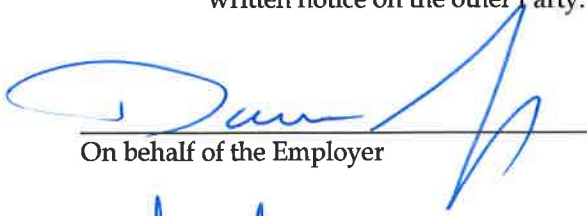
(hereinafter called the 'Union')

**RE: Leaves of Absence for Union Business**

Notwithstanding the "Leaves of Absence" provisions of the Collective Agreement, the Employer and the Union agree that Union Leave shall be administered as follows:

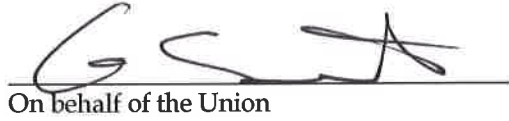
- (a) When it is necessary for a Union Member to make a request for a leave of absence without pay of less than thirty (30) days to perform the duties of any office of the Local or parent Union, the application for leave must be made in writing to the Employer for approval.
- (b) The Employer shall not unreasonably deny leaves of absence, with or without pay, for Employees elected or appointed to represent the Union at the Union's Annual Convention, Workshops, Institutes, Schools or to attend meetings as a member of the Union's Provincial Executive Board.
- (c) The Employer shall grant Employees elected to the Negotiating Committee of the Union time off to participate in negotiations with the Employer.
- (d) Time off for Union Leave shall be without pay and without loss of seniority or benefits.
- (e) To facilitate the administration of Union Leave, the Employer shall continue to pay the Employee during the leave of absence and invoice the Union for the Employee's salary and applicable allowances or the replacement costs, whichever is greater, which the Union will promptly pay.
- (f) There shall be an administrative fee of fifteen percent (15%).

(g) Either Party may cancel this Letter of Understanding by serving thirty (30) days written notice on the other Party.



On behalf of the Employer

Date April 8, 2024



On behalf of the Union

Date April 26, 2024



**LETTER OF UNDERSTANDING #5**

between

CAREWEST

(hereinafter called the "Employer")

and

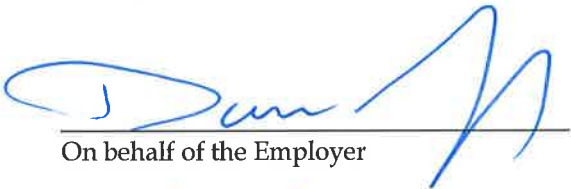
THE ALBERTA UNION OF PROVINCIAL EMPLOYEES

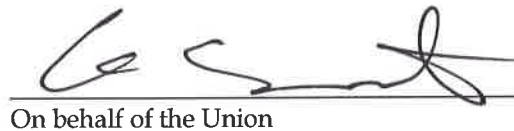
(hereinafter called the 'Union')

**RE: Layoff Process Pursuant to Article 31 on Facility Closure**

During the course of negotiations, the Parties discussed the issue of layoffs in the event of a Facility closure. The Parties agree that if the Employer closes a Facility and it becomes necessary to layoff regular Employees that the Parties will meet prior to the layoff occurring and negotiate a process which will include the options outlines in Article 31 and may include additional options to allow senior Employees to displace a less senior Employee within another Facility and Bargaining Unit in the same classification and with the equivalent or lesser FTE as their current position.

This Letter of Understanding shall expire on June 30, 2020 and any continuation of the above noted practice will be done through the collective bargaining process.

  
On behalf of the Employer

  
On behalf of the Union

  
Date

  
Date

**LETTER OF UNDERSTANDING #6**

between

CAREWEST  
(hereinafter called the "Employer")

and

THE ALBERTA UNION OF PROVINCIAL EMPLOYEES  
(hereinafter called the 'Union')

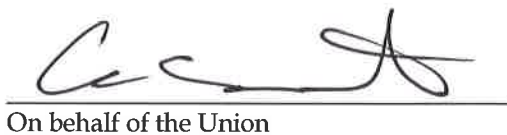
**RE: Workload**

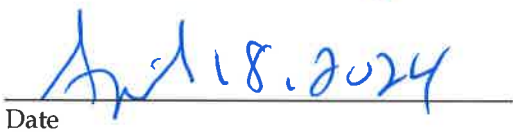
An Employee may file a written concern regarding their workload directly to the manager. It is agreed that workload concern(s) for discussion represent ongoing, systemic, long-term issues which have continued for a minimum period of ninety (90) days. This does not preclude an Employee from discussing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

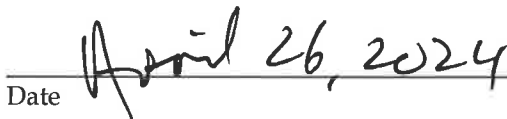
The manager shall investigate the concern(s) raised and provide a written response within thirty (30) days of the Employee's written submission.

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

  
On behalf of the Employer

  
On behalf of the Union

  
Date

  
Date

**LETTER OF UNDERSTANDING #7**

between

CAREWEST

(hereinafter called the "Employer")

and

THE ALBERTA UNION OF PROVINCIAL EMPLOYEES

(hereinafter called the 'Union')

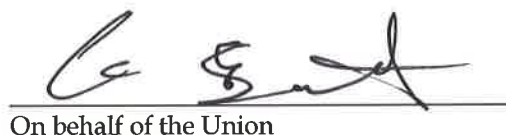
**RE: Supplementary Benefit Plan Improvements**

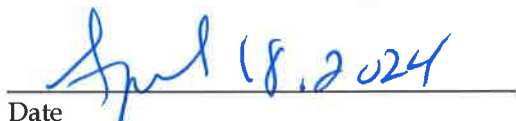
Further to Article 23.01(a), effective upon date of ratification, the coverage provided under the Supplementary Benefits Plan shall be amended as follows:

- One hundred percent (100%) coverage for Continuous Positive Airway Pressure (CPAP) device.
- Increase coverage for Hearing Aides to a maximum of seven hundred dollars (\$700.00) every twenty-four (24) months.
- Coverage for Physiotherapist of thirty-five dollars (\$35.00) per visit to a maximum of seven hundred dollars (\$700.00) per year.
- Coverage for Chiropractor of thirty-five dollars (\$35.00) per visit to a maximum of seven hundred dollars (\$700.00) per year.
- Coverage for Massage Therapy of fifty dollars (\$50.00) per visit to a maximum of one thousand dollars (\$1,000.00).
- Increase coverage for Chartered Psychologist, Master of Social Work, and Certified Drug/ Addictions Counsellor to no per visit cap to a maximum of three thousand dollars (\$3,000.00) per year.
- Coverage for Podiatrist/Chiropodist of thirty-five dollars (\$35.00) per visit to a maximum of seven hundred dollars (\$700.00) per year.
- Coverage for flash glucose monitoring system to the list of Diabetic Supplies that are one hundred percent (100%) direct bill coverage.

This Letter of Understanding shall remain in force and effect in accordance with Article 1.

  
On behalf of the Employer

  
On behalf of the Union

  
Date

  
Date

**LETTER OF UNDERSTANDING #8**

BETWEEN

CAREWEST

(hereinafter called the "Employer")

and

THE ALBERTA UNION OF PROVINCIAL EMPLOYEES

(hereinafter called the 'Union')

**Re: Alternative Line Selection Process**

As an alternative to the provisions under Article 12 and Article 31 of this collective agreement in relation to the process and impact of engaging a new master rotation in a program, unit, or site, the parties may mutually agree to the following alternative line selection process in the event the Employer decides to change the staffing model which results in significant changes (reduction, addition or elimination) to the master rotation for Licensed Practical Nurses (LPN), Health Care Aides (HCA) and any other classifications in the bargaining unit for which the parties agree the main body language of the collective agreement may adversely impact the Employees.

The parties recognize the value of meeting prior to an alternative process occurring. The purpose of this meeting is to discuss the process of how any program reorganization, line selection, or layoffs procedures will take place, review the current seniority list, and discuss other relevant factors. The parties will also discuss the process to be followed for Employees on approved leave of absence or sick leave.

The parties recognize that rotation changes have a significant impact on Employees as well as on the Employer's operations. The Employer has to ensure a program, unit, or site is financially stable. Both the Employer and Union agree to act with a sense of urgency and priority for discussions once a rotation project has been identified. Any needed consultation with Union members will also be scheduled promptly. Provision of feedback or alternatives to the Employer will be provided by the Union in a timely manner and the Employer shall review such feedback in looking at the rotation change options.

**LINE SELECTION PROCEDURE**

**Step 1**

The Employer will discuss the proposed line selection procedure with the Union and the implementation date of the new master rotation proposed by the Employer. The 12 week notice period in Article 12: Hours of Work applies to this process.

**Step 2**

The Employer will provide the Union with an updated Seniority List and revised master rotation (of classifications and positions that are directly affected or could be affected). Any concerns with proposed rotations are reviewed and discussed before the implementation of the alternative selection procedure, however, the Employer maintains the final decision on which rotations(s) to

implement. Disputes arising from the selection procedure are subject to the provisions of Article 36: Grievance Procedure.

The Employer will reasonably consider any Union or member-developed rotations as alternatives to the Employer's rotation that do not incur additional cost.

### Step 3

Employees will be informed, at a meeting, of the proposed changes and provided with an explanation of the layoff process, along with the implementation date of the new rotation. While the Parties may agree to a longer or shorter timeframe, the language of Article 12 on notice of rotation change shall prevail in the absence of any such agreement.

Copies of the final revised rotations(s) shall be posted for each employee to review prior to the selection date.

### Step 4

The Employer and the Union will agree to the date for Employees to select (pick) their line rotation, which shall be scheduled to in a timely manner to meet the implementation date of the new rotation.

### Step 5

The Parties will, in their consultations, discuss the method in which Employees will make their selections. This may include:

- Distribution of selection forms with all options and return instructions;
- Using a timed interval process by seniority for Employees to select in-person, by telephone, or virtual presence; or
- Any other reasonable process.

The Parties will further ensure provisions are made for employees on approved leaves of absence, vacation, or sick leave (inclusive of STD, LTD, and WCB) to make their selections.

The most senior employee in each classification will have first choice of selection and each subsequent selection will be in order of seniority. The Employee may select any line rotation in the same classification, regardless of status, FTE (meaning the senior employee may select a higher rated status [FT or PT] or higher rated FTE).

### Step 6

The revised rotation will be made available for Employees, in that classification, to reselect their positions. Employees will be entitled to either indicate their selection using the procedure above or accept the provisions of layoff under Article 31.

Notwithstanding Article 31, the Parties agree that Employees who choose layoff may accept a vacancy, however, the Employee may not displace any Employee in the affected program where alternate line selection has occurred during the time of application of this alternative process.

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

Employees with no available positions will receive their required working notice period or pay in lieu of notice of layoff pursuant to the timeframes specified in Article 31.

Step 7

Based upon the selections by the Employees, the revised rotation shall be posted.

At the conclusion of this notice period the new master rotation becomes active on the date determined by the Employer.

No new employees will be hired into the affected site while employees remain on the layoff and recall list, unless the staff on layoff refuse to accept the lines available.

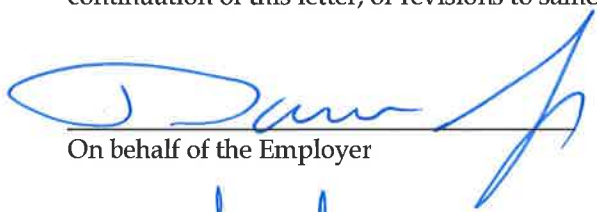
Employees remaining on the layoff and recall list shall be offered all casual hours at the affected site first on the basis of their seniority and availability up to previous regular hours (previous FTE).

Employees on layoff or notice of layoff shall be given preference for temporary postings at the affected site, subject to Article 11: Appointments, Transfers and Promotions. An employee who has been recalled to such temporary vacancy shall not be required to accept such recall and may instead remain on layoff.

Any laid off regular employee shall retain all rights of recall for a period specified in Article 31.

Regular employees who participate in the benefits plan pursuant to Article 23 are entitled to maintain benefits subject to the conditions of Article 31 on eligibility and payment of premiums.

This letter of agreement shall be in full force and effect on the date of ratification. The Parties agree to form a sub-committee of the next bargaining team to discuss the efficacy and continuation of this letter, or revisions to same, at the next round of collective bargaining.



On behalf of the Employer



On behalf of the Union



Date



Date

LETTER OF UNDERSTANDING #9

between

CAREWEST

(hereinafter called the "Employer")

and

THE ALBERTA UNION OF PROVINCIAL EMPLOYEES

(hereinafter called the 'Union')

**RE: Booking Practices Review**

Part 1

During negotiations for the renewal of the collective agreement that expired June 30, 2020, proposals around booking practices for part-time and casual staff were raised, as well as the consistency of the application of the Employer policy and current collective agreement language on additional shifts.

The Employer is currently undergoing a booking practice review as part of ongoing business planning and the deployment of a new scheduling software system in late 2024/early 2025.

The Parties agree clarity and consistency in booking practices provide for equitable distribution of work across all employment classes and is foundational to the efficient operations of the Employer.

As such, the Employer agrees to review with the Union any findings or recommendations out of the booking practice review related to the distribution of additional during the life of this agreement. The Parties may agree to meet to discuss these matters as they progress.

Part 2

In furtherance of the commitments in Part 1, the Employer will trial a call order for short-call (defined less than three 3 days from the shift being booked) as follows on the most equitable basis practicable:

- Part time staff & Casual staff with availability at regular time

For the purposes of this LOU, "with availability" shall mean the Employee has submitted an availability calendar pursuant to Site rules & guidelines.

The Employer reserves the right to utilize reliability data (shifts picked-up and not cancelled by the Employee) in determining the call order within each unit's pool of available staff.

Should the vacant shift be authorized to be filled at overtime rates, the call order will be:

- Full-time staff with availability, by seniority
- Part time staff with availability
- Casual staff

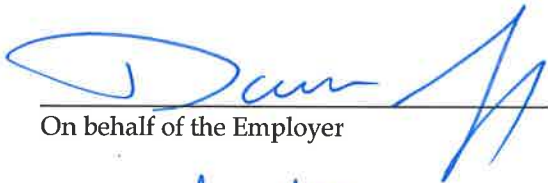
The Parties understand that within the call order, shifts will be granted to the first individual who responds to and accepts the shift.

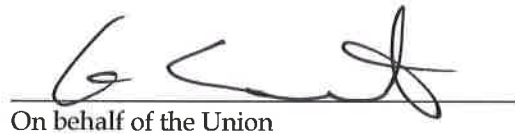
In the case of a shift being available at immediate notice on the unit, that is, within 2 hours of the shift commencing, staff currently working will be canvassed by seniority for their ability to stay 4 hours at OT rates whilst a replacement is found. The first Employee to accept the additional hours will be granted them. If no replacement is found the Employee who has stayed will be offered the full shift This deviation from the call order will be at the discretion of the Manager or designate.

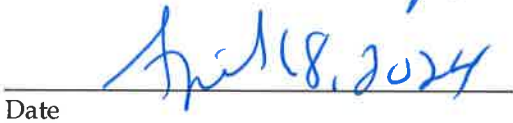
The Parties also agree to discuss the application of after hours booking by the Most Responsible Person and how pool lists are generated.

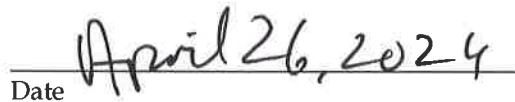
The trial may be on a unit, site, or organizational basis, as determined in discussions between the Parties.

This LOU shall expire the day before the expiry of this collective agreement.

  
On behalf of the Employer

  
On behalf of the Union

  
Date

  
Date



LETTER OF UNDERSTANDING #10

between

CAREWEST  
(hereinafter called the "Employer")

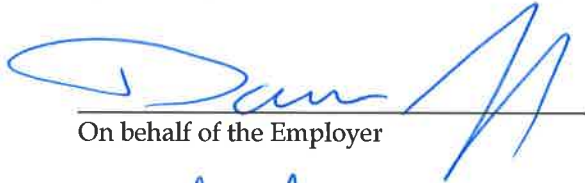
and

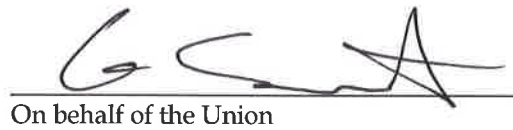
THE ALBERTA UNION OF PROVINCIAL EMPLOYEES  
(hereinafter called the 'Union')

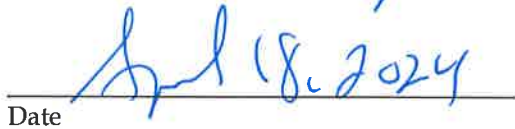
**RE: Professional Regulation of Health Care Aides (HCAs)**

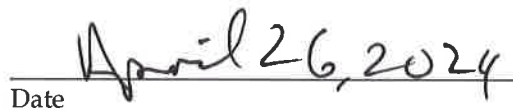
During negotiations for the renewal of the collective agreement that expired June 30, 2020, proposals were discussed around the impending regulation of Health Care Aides (HCAs) as a result of amendments and regulations not in force from the passage of Bill 46 in the Alberta Legislature.

The Parties agree that should regulations come into force during the life of this collective agreement that they will meet within ninety (90) days to discuss the application of collective agreement provisions to professionally regulated HCAs.

  
On behalf of the Employer

  
On behalf of the Union

  
Date

  
Date