



COLLECTIVE AGREEMENT

BETWEEN

**BETHANY NURSING HOME OF
CAMROSE, ALBERTA**

AT

**BASHAW MEADOWS, BROOKSIDE, DEER MEADOWS,
PEACE HILLS LODGE, ROSEALTA LODGE,
WEST PINE LODGE & WETASKIWIN MEADOWS**

AND THE

ALBERTA UNION OF PROVINCIAL EMPLOYEES

Local 047

Chapters 002 & 047

Expires March 31, 2024

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This Agreement made the 13th day of November, 2023.

BETWEEN:

BETHANY NURSING HOME OF CAMROSE, ALBERTA
at Bashaw Meadows, Brookside, Deer Meadows, Peace Hills Lodge, Rosealta Lodge,
West Pine Lodge & Wetaskiwin Meadows
(hereinafter referred to as "The Employer")

of the first part

and

The Alberta Union of Provincial Employees
On behalf of Local 047/002
(hereinafter referred to as "the Union")

of the second part

and

WHEREAS Bethany Nursing Home of Camrose, Alberta at Bashaw Meadows, Rosealta Lodge, Deer Meadows, Brookside, Peace Hills Lodge, West Pine Lodge & Wetaskiwin Meadows is an "Employer" pursuant to the Code, as amended.

The Parties agree with each other as follows:

Preamble

It is the intent of the parties to:

- ensure the provisions of the best possible service and care;
- protect the interest of residents, Employees and the community, and encourage efficiency of operations;
- maintain harmonious relations between the Employer, Employees and the Alberta Union of Provincial Employees;
- recognize the mutual value of joint discussions and negotiations in all matters of mutual concern to the parties.

Note: Language in the Collective agreement that is BOLD faced denotes changes from the previous agreement and serves no other purpose.

ARTICLE 1
Term of the Collective Agreement

- 1.01 This Collective Agreement shall take effect as of April 1, 2020, and shall remain in full force and effect until March 31, 2024, and from year to year thereafter unless notice is served by either party pursuant to the Code.
- 1.02 Where notice to commence collective bargaining is served under 1.01 above, this Agreement shall remain in full force and effect as per the bridging provisions of the Labour Relations Code.
- 1.03 This Collective Agreement shall not be changed after the effective date hereof save in accordance with the collective bargaining procedure as provided in the Code.
- 1.04 Negotiations shall be conducted in accordance with the provisions of the Code.

ARTICLE 2
Definitions

- 2.01 "Code" means the Labour Relations Code, as amended from time to time.
- 2.02 "Arbitration" shall take meaning from the section of the Act dealing with the resolution of a difference.
- 2.03 "The Union" means the Alberta Union of Provincial Employees. In the event of a change of name of the aforementioned Alberta Union of Provincial Employees, the subsequent name shall be recognized.
- 2.04 "Local" means the number as assigned by the Alberta Union of Provincial Employees.
- 2.05 "Basic Rate of Pay" shall mean the increment step in the Salaries Appendix applicable to an Employee in accordance with the terms of this Collective Agreement, exclusive of all premium payments.
- 2.06 "Continuous Service" shall mean the period of employment on the latest date of employment that is not interrupted by termination or dismissal.
- 2.07 "Employee" shall mean a person covered by this Collective Agreement and employed by the Employer. At the time of hire, the employment status of each Employee will be determined in accordance with the following:
- (a) "Regular Employee" is one who works on a full time or part-time basis on regularly scheduled shifts of a 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 full-specified hours in the "Hours of Work" article of this Collective Agreement.
- (b) "Casual Employee" is one who does not have a continuous employment relationship with the Employer but 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 does not have a continuous employment relationship with the Employer but who is hired on a temporary basis for a full-time or part-time position:
- (i) for a specific job of more than three (3) months or less but less than six (6) 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 injury or illness where the Employee has indicated that the duration of such leave will be in excess of three (3) months.
 - (iv) and whose term may be extended with mutual agreement in writing between the Employer and Union.
- (d) Alteration of employment status thereafter will be regulated by the terms of this Collective Agreement.

2.08 "Ad Hoc Position" means a position established for practicum students for Special Projects, whereby the Employer acts as the agent for funding authority and shall not be included within the scope of the Collective Agreement.

2.09 "Employer" shall mean, in addition to the Board, and include such officers as may from time to time be appointed, or designated to carry out the administrative duties in respect of the operation and management of the business.

2.10 The provisions of this Collective Agreement are intended to be gender neutral and gender inclusive. A word in singular shall be deemed to include the plural and vice versa.

2.11 "Classification" means a group of positions having sufficient common characteristics that they are assigned a common title and compensation treatment. Current classifications in this bargaining unit at the date of signing of this Collective Agreement are listed in the Pay Classification appendix to this Collective Agreement.

- 2.12 "Shift" shall mean the daily tour of duty excluding overtime hours.
- 2.13 "Shift Cycle" means the period of time when the shift schedule repeats itself. In those instances where the shift schedule does not repeat itself, the term "Shift Cycle" shall be understood to mean a period of time not exceeding twelve (12) weeks.
- 2.14 For the purpose of applying the terms of this Collective Agreement, time worked shall be deemed to have been worked on the day that the majority of hours of the shift fall.
- 2.15 "Day" shall mean equivalent to full-time hours (equivalent to 7.5, 7.75, or 8.00 hours).
- 2.16 "Posted" can mean electronic format.
- 2.17 "Written" can mean electronic (website) or email communication.
- 2.18 EMAC – Employee Management Advisory Committee
- 2.19 OH&S – Occupational Health & Safety
- 2.20 "Benefit Partner" for the purposes of this Agreement shall mean a person who resides with the Employee and who has been held out publicly a his/her spouse for a period of at least one (1) year.
- 2.21 "Regularly Scheduled" shall mean the scheduling of work in a manner requiring an individual to perform the assigned duties on specified shifts.
- 2.22 "Anniversary Date" unless otherwise changed by the operation of the terms of this Collective Agreement means, for salary increment purposes, the date upon which a Full-time Employee commenced full-time employment.
- 2.23 "Vacation" shall mean annual vacation at the Basic Rate of Pay.
- 2.24 "Vacation Year" shall mean the twelve (12) month period commencing on the first (1st) day of January and concluding on the last day of December in each calendar year.
- 2.25 "Working Day" means any day on which an Employee would normally be expected to be at their place of employment.
- 2.26 "Position" means a group of duties established by the Employer and assigned to an Employee. A position may be established by the Employer as Full-time or Part-time or Temporary in a manner consistent with the terms of this Collective Agreement.

ARTICLE 3
Management Rights

- 3.01 Subject to the provisions of this Agreement, the Union acknowledges that it is the exclusive function of the Employer to manage its operations and direct the workforce, including but not limited to the following:
- (a) the right to maintain order, discipline and efficiency, formulate and enforce rules and regulations, policies and practices to be observed by Employees, the right to make, change and abolish rules, regulations,

policies and practices, the right to discipline, suspend and discharge Employees for just cause;

- (b) to conduct its business in every aspect in accordance with its commitments and responsibilities in order to comply with all governmental requirements;
- (c) the right to direct, select, hire, transfer, assign jobs and shifts, promote, demote, classify, layoff and recall Employees subject to the provisions of this Agreement;
- (d) the right to create new classifications and work units and to determine the number of Employees, if any, needed from time to time and any work unit or classification and to determine whether or not a position, work unit, or classification will be continued or declared redundant.

3.02 The Employer retains all rights not otherwise abrogated or restricted in the Collective Agreement.

3.03 **The Employer will exercise its rights in a manner which is professional, fair and reasonable in the circumstances, and in accordance with the Collective Agreement.**

ARTICLE 4 **Recognition**

4.01 **The Employer recognizes the Union as the sole bargaining agent for Employees covered by this Collective Agreement as described in the applicable certificate issued pursuant to the Code and amendments thereto.**

4.02 **No Employee shall be required or permitted to make any written or verbal agreement which may be in conflict with the terms of this Collective Agreement.**

4.03 **A Union Steward shall have the right to make a presentation of up to forty-five (45) minutes at the orientation of new Employees with respect to the structure of the Local as well as the rights, responsibilities and benefits under the Collective Agreement; provided further that a representative of the Employer may be present at such presentation.**

4.04 **Employees whose positions are not within the Bargaining Unit shall not work on a job that is included within the bargaining Unit. Work can be performed in unionized sites by non-bargaining unit workers, provided there is no loss of work (reduction of hours) to regular employees who hold the same classification.**

4.05 **Where a difference arises out of a provision contained within the Collective Agreement and the differences is also contained within the policies and procedures, the Collective Agreement shall supercede the Policies, Regulations, Guidelines or Directives.**

4.06 **The Union will exercise its rights in a manner which is professional, fair and reasonable in the circumstances, and in accordance with the Collective Agreement.**

ARTICLE 5
Bulletin Boards

- 5.01 The Employer shall provide access to bulletin boards to be placed in reasonably accessible locations upon which 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. The Employer reserves the right to require that posted material objectionable to the Employer be removed from bulletin boards.
- 5.02 An Employee shall have the right to wear or display the recognized insignia of the Union; however, no such insignia larger than a lapel pin shall be worn during working hours, nor shall an insignia be displayed on the Employer's equipment or facilities.

ARTICLE 6
Union Membership and Payment of Dues

- 6.01 All Employees have the right:
- (a) to be members of the Union and to participate in its lawful activities;
 - (b) to bargain collectively with the Employer through the Union.
 - (c) Membership in the Union shall be voluntary on the part of each Employee. All Employees covered by this Agreement who are members of the Union or who, in the future, decide to become members of the Union shall maintain their membership in the Union during the life of this Agreement.
- 6.02 The Employer will, as a condition of employment, deduct from the gross earnings of each Employee covered by this Collective Agreement an amount equal to the dues as determined by the Union.
- 6.03 Deductions of amounts equal to the dues for all Full-time and Part-time, Probationary, and Temporary Employees, shall commence with the first (1st) full pay period of employment.
- 6.04 The Union acknowledges that the deductions of amounts equal to the dues does not constitute membership in the Union, and that membership shall continue to be voluntary.
- 6.05 The Union shall advise the Employer, in writing, of any change in the amount of dues to be deducted from the Employees covered by this Collective Agreement. Such notice shall be communicated to the Employer at least thirty (30) days prior to the effective date of the change.
- 6.06 The Employer agrees to remit to the Central Office of the Union, the amounts equal to the dues that have been deducted from the pay of all Employees by the first (1st) working day after the fifteenth (15th) calendar day in the following month. Where an accounting adjustment is necessary to correct an over or under payment of dues, it shall be effected in the succeeding month.
- The remittance shall be accompanied by a listing of the names of Employees from whom deductions were made and subject to the Employer's payroll system being able to do so, the list will also include:
- (a) date of hire;
 - (b) mailing address;
 - (c) phone number
 - (d) classification;

- (e) work location (Centre / Department)
- (f) employment designation;
- (g) hourly rate of pay;
- (h) amount of dues deducted for each employee;
- (i) gross earnings; and
- (j) employees on Long Term Disability (separate list)
- (k) Employee number;
- (l) seniority;
- (m) unless already provided, a separate listing of all casual Employees including the name of the Employee and date of hire.
- (n) FTE
- (o) a list of employees on a leave of absence
- (p) The Employer will provide a list of all Employees and current mailing address to the Union within 10 days, when a tentative agreement has been reached by the Parties.

Such list shall include newly hired Employees.

The employer will provide a list of all Employees and current mailing addresses to the Union when a tentative agreement has been reached.

These lists may be provided by electronic transmission.

6.07 The Employer shall provide the Local Union Office with a monthly list of Employees new to the bargaining unit during the previous month. Such list shall include the Employee's name, status, classification and department.

6.08 The Employer shall provide to the Local Union Office, on a monthly basis, a list containing the names of Employees who are current recipients of Long Term Disability benefits.

6.09 The Employer shall also provide to the Local Union Office, on a monthly basis, a list of all Employees who are terminated or on an unpaid leave of absence of thirty (30) calendar days or more.

ARTICLE 7 Negotiations

7.01 Negotiations shall be conducted in accordance with the provisions of the Code.

ARTICLE 8 Union Stewards

8.01 The Employer agrees to recognize Employees who are elected or appointed as Union Stewards.

8.02 A Union Steward may, at the request of an Employee, accompany or represent him in the processing of a grievance or in an investigation hearing, when the Employer would be reasonably aware the investigation may lead to discipline. When it becomes necessary for a Union Steward to leave their job for this purpose, they will request time off from their manager, providing as much advance notice as possible. Such time off shall be granted only upon the approval of the manager, which approval shall not be unreasonably withheld.

- 8.03 Arrangements will be made by the manager to ensure that the Union Steward's absence for this purpose, when approved, will result in no loss of regular earnings at their Basic Rate of Pay.
- 8.04 The Local agrees that Union Stewards and Employees alike shall not enter into discussions concerning Union business during working time.
- 8.05 The Union reserves the right to appoint a Union Steward to represent a work area that has no Union Stewards.
- 8.06 A list of Union Stewards shall be supplied by the Union to the Employer. The Employer shall be advised promptly in writing of any change in the list.
- 8.07 The Local shall have the right at any time to the assistance of Union Staff Members when dealing or negotiating with the Employer, during investigations and when processing a grievance. Such representatives shall approach members at work only when engaged in such activities and provided they have received the approval of the CEO or authorized alternate. Such approval shall not be unreasonably denied.

ARTICLE 9
Hours of Work

- 9.01 (a) The normal hours of work for the purpose of determining pay, benefits and overtime under this Collective Agreement shall be:
- (i) thirty-six and one-quarter (36 1/4) thirty-seven and one-half (37 1/2) hours per week;
 - (ii) thirty-eight and three-quarters (38 3/4) hours per week;
 - (iii) forty (40) hours per week;
 - (iv) the equivalent of (i), (ii), or (iii) above on a monthly or annual basis.
- (b) The application of the hours of work stated herein will be consistent with current hours of work in effect for classifications covered by this Collective Agreement.
- 9.02 An Employee's pay shall be based on the hours worked by an Employee.
- 9.03 Employees covered by this Agreement shall normally receive two (2) fifteen (15) minute paid rest periods in each work period of six (6) hours or longer, one (1) period to be granted before the meal break and one (1) to be granted after. An Employee working a period of more than two (2) hours but less than six (6) hours shall be granted one (1) rest period. Rest periods shall be taken at the worksite unless otherwise approved by the manager. Rest periods shall not be granted within one (1) hour of commencement or termination of a work period.
- 9.04 A meal period of not less than one-half (1/2) hour and not more than one and one-half (1 1/2) hours shall be granted to all Employees at approximately the mid-point of each work period that exceeds four (4) hours. Such meal period shall be without pay except as provided for in Clause 9.05.

- 9.05 An Employee who is directed by a manager to remain due to operational requirements at their station of employment during their meal period shall be paid for such meal period at their regular rate of pay. Time worked during such on duty lunch break shall not contribute towards a fulfillment of the normal hours of work nor towards any overtime compensation.
- 9.06 An Employee shall not be required to work a split shift involving a break between work periods longer than the specified meal period except where there is mutual agreement between the Parties to this Agreement.

Shift Schedules for Continuous Operations

- 9.07 The first shift of the day shall be the shift wherein the majority of hours fall between 00:00 and 08:00 hours.
- 9.08 The work week shall commence at 00:00 hours on Sunday.
- 9.09 The schedule of hours to be worked and days off work shall be posted at the Employee's workstation at least two (2) weeks in advance and the schedule shall be for a duration of at least four (4) weeks.
- 9.10 Employees may, in the course of their regular duties, be required to work various shifts throughout the twenty-four (24) hour period of the day and the seven (7) day period of the week.
- 9.11 Each Employee shall have two (2) consecutive days off per seven (7) consecutive calendar days; however, no Employee shall be scheduled to work more than eight (8) consecutive calendar days without consecutive days off, unless otherwise mutually agreed. This clause is not intended to provide only for a 5 on 2 off rotation.
- 9.12 Where operational requirements permit, Employees shall be scheduled so that their days of rest fall on a Saturday and the following Sunday at least once in every three (3) weeks or the equivalent ratio, unless otherwise mutually agreed.
- 9.13 Except where otherwise mutually agreed, Employees who are required to rotate shifts shall under normal circumstances be assigned day duty at least one-third (1/3) of the assigned work days during a three (3) month period.
- 9.14 Subject to approval of the Employer, Employees may exchange shifts.
- 9.15 In addition to their regularly scheduled shifts, qualified and available Part-time Employees, shall be given first choice of any extra straight-time hours within their bargaining unit before these hours are offered to Casual Employees. The application of this clause will not entitle the Employee to overtime or call-out payments.
- 9.16 On the date fixed by proclamation, in accordance with the Daylight Saving Time Act, of the conversion to Mountain Standard Time, regular hours of work shall be extended to include the resultant additional hour with additional payment due therefore at the applicable overtime rate. On the date fixed by said Act for the resumption of Daylight Saving Time, the resultant reduction shall be effected with the appropriate deduction in regular earnings.
- 9.17 Employees will not have less than fifteen and one-half (15 1/2) hours off between the ending of one shift and the commencement of the next shift, except in the case of overtime work or as otherwise mutually agreed between the Employer and the

Employee. Failure to provide at least fifteen and one-half (15 1/2) hours rest between shifts shall result in payment of overtime at established rates for any hours worked during the normal rest period.

9.18 Optional Scheduling Provisions

(a) Optional scheduling provisions may be mutually agreed to in writing between the Employer and the Union. The Employer shall consider any optional schedule which is proposed in writing by the Union.

9.19 When a full shift becomes available due to illness or vacation, the full shift will be offered to an employee working on that shift at that location. Such shifts shall be distributed in a fair and equitable manner.

9.20 Extended Work Hours

(a) An "extended shift" is intended to mean a daily tour of duty exclusive of overtime hours to equal twelve point zero (12.0) hours.

(b) "Night Shift" shall be from 1900 hours to 0700 hours the following morning.

(c) "Day Shift" shall be from 0700 hours to 1900 hours the same day.

(d) There shall be two (2) unpaid meal periods of thirty (30) minutes each during the extended shift.

(e) There shall be three (3) paid rest periods of fifteen (15) minutes each during the extended shift.

(f) Schedules shall provide:

a. at least twelve (12) hours off between shifts;

b. no more than four (4) consecutive extended shifts;

c. at least two (2) consecutive days of rest;

d. at least twenty-two point five (22.5) hours off duty between shift change-over between extended shifts; and

e. at least one (1) weekend off in three (3) averaged over an Employee's shift rotation.

(g) Approved deviation from the posted schedule which results from an Employee initiating an exchange of shifts with other qualified Employees shall not increase the cost to the Employer.

(h) Employees shall be paid at a rate of two times (2x) the Employee's basic hourly rate of pay for all hours worked in excess of the regular hours of work for the extended work day (12.0 hours), or in excess of four consecutive shifts.

(i) The annual vacation entitlement that an Employee receives under the extended work day schedule shall correspond exactly in hours to the vacation entitlement of a 7.75 hours schedule. All other matters pertaining to annual vacation shall be pursuant to the Collective Agreement.

- (j) For full-time Employees, the one (1) day off with pay or payment in lieu of Paid Holidays referred to in the Collective Agreement shall be paid at 7.75 hours per Named Holiday, and in no instance shall a full-time Employee be paid in excess of ninety-three (93) hours annually for such Paid Holiday benefit.
- (k) A casual Employee may be called for an extended work day. Where the casual Employee is assigned to replace another Employee in a regularly scheduled extended work day shift or position within the bargaining for a period of three (3) months or less, the hours in the extended workday will not be regarded as overtime.
- (l) The Union and the Employer acknowledge and confirm that, with the exception of the foregoing amendments, all other terms and conditions of the Collective Agreement shall remain in full force and effect between the Parties.

ARTICLE 10
Overtime

- 10.01 Overtime is all time authorized by the Employer and worked by an Employee in excess of daily full-time hours as per Article 9.01. The Employer shall provide 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 was worked. The overtime rate of one and one-half times (1 1/2X) for the first two (2) hours and two times (2x) the applicable basic rate of pay shall be paid for all hours worked in excess of daily full-time hours as per Article 9.01.
- 10.02 Where mutually agreed by the Employer and the Employee, the Employee may receive time off in lieu of overtime. Such time off shall be the equivalent of the actual time worked, adjusted by the applicable overtime rate and taken at a time mutually agreed by the Employer and the Employee. In no case shall it be later than thirty (30) days from the date the overtime was worked.

ARTICLE 11
Seniority

- 11.01 (a) **"Seniority" shall mean the length of continuous service as a Regular Employee within the bargaining unit with the Employer from the last date of hire, including all periods of continuous service as a Casual, Temporary or Regular Employee.**
- (b) **Seniority shall not apply during the probationary period; however, once the probationary period has been completed seniority shall be credited from the seniority date established pursuant to Article 16.**
- (c) **One seniority list shall be maintained incorporating the seniority dates of Regular Full-time and Regular Part-time Employees. Temporary Employees and Casual Employees' dates of hire shall be included in this list for information purposes only.**
- (d) **Seniority shall continue to accrue during all approved leaves of absence and during layoff.**

- 11.02 Seniority shall be the determining factor for:
- (a) job opportunities and transfers and in filling vacancies within the bargaining unit subject to the provisions specified in Article 15; and
 - (b) preference for vacation time, subject to Article 18: Annual Vacation.
 - (c) the selection of available rotations by Employees in a classification, and in the department affected by a new master rotation that does not change an Employee's full time equivalency (FTE); and
 - (d) layoffs and recalls, subject to the provisions specified in Article 27 Layoff and Recall.
- 11.03 Seniority shall be considered broken, all rights forfeited, and there shall be no obligation to rehire:
- (a) if an Employee is discharged for just cause;
 - (b) if an Employee resigns voluntarily;
 - (c) upon the expiry of six months following the date of layoff when a severance has been paid in accordance with Article 27.09.
 - (d) if an Employee does not return to work on recall, as provided in Article 27: Layoff and Recall.
- 11.04 An up to date seniority list shall be sent to the Union in January of each year and when any Regular Employee is served notice of layoff and such list shall indicate each Employee's classification.
- 11.05 Should a difference arise regarding an Employee's seniority, the Parties shall exchange the information necessary to establish accuracy.

ARTICLE 12
Salaries

- 12.01 A Full-time Employee shall advance from "Pay Step 1" to "Pay Step 2", and each subsequent Pay Step as set out in Pay Classifications upon the completion of twelve (12) months from their anniversary date, unless otherwise changed by the operation of the terms of this Collective Agreement.

Part-time and Temporary Employees

- 12.02 Part-time and Temporary Employees shall be awarded salary increments upon the completion of the hours worked by a Full-time Employee in the same classification.
- 12.03 Unless otherwise changed by the operation of the terms of this Collective Agreement, a Part-time or Temporary Employee who has had a change in status to a Full-time Employee within the same classification shall have their anniversary date established based on hours worked with the Employer at the salary increment level such Employee was entitled to receive immediately prior to their change in status.
- 12.04 Salary recognition shall be granted for previous experience satisfactory to the Employer, when an Employee has job experience, and will be recognized:
- (a) provided not more than four (4) years have elapsed since the experience was obtained;

(b) up to the top increment of the Classification in the Salary Schedule(s).

12.05 **Multiple Classifications:**

If an Employee is employed on an ongoing basis in two or more classifications listed in Salary Appendix/Pay Grid, that Employee shall be paid at the pay rate of each classification in accordance with the number of hours worked in each classification.

ARTICLE 13
Premiums

13.01 Shift Premium

A shift premium of two dollars and fifty cents (\$2.50) per hour will be paid to an Employee working a scheduled shift if the major portion (not less than one-half) of such shift is worked between 1600 hours on the first day and 0800 hours on the following day.

13.02 Weekend Premium

A weekend premium of two dollars and twenty-five cents (\$2.25) per hour will be paid to an Employee working a scheduled shift if the major portion of such shift is worked between midnight Friday to midnight Sunday.

13.03 Sole Responsibility Premium

Sole responsibility premium of two dollars (\$2.00) per hour will be paid to an Employee who has been assigned by the Manager to assume operational/ site responsibilities.

13.04 Stacking of Premiums is permitted.

13.05 Acting Incumbency

An Employee designated by the Employer to perform the principle duties of a higher paid classification for a periods of three (3) consecutive working days or more will be paid a premium of one dollar and fifty cents (\$1.50) per hour in addition to the Employee's basic rate of pay to a maximum of the higher paid classification.

13.06 Reporting Pay

In the event that an Employee reports for work as scheduled or requested, and is sent home by the manager, the Employee shall be compensated at a minimum of three (3) hours pay at the basic rate of pay or for the total number of hours worked, whichever is greater.

ARTICLE 14
Reclassification and Promotions

- 14.01 Copies of job descriptions and, if applicable, classification specifications, shall be made available within the appropriate department(s) and to each appropriate Employee upon request.
- 14.02 An Employee's written request to the Human Resources Manager for a classification or job review will be dealt with within three (3) months of receipt, including written decision to the Employee. The review will be based on the job as it was on the date of the request for review. The reclassification shall be effective the first (15) of the month of submission to Human Resources.
- 14.03 An Employee whose position is reclassified to one with a higher Basic Rate of Pay shall be advanced to that step in the new range which is next higher than their current rate of pay or to the step which is next higher again if such salary increase is less than the Employee's normal increment on the former salary range. The total amount of such payment shall not exceed the maximum Basic Rate of Pay of the higher paid classification in which the Employee is reclassified. The anniversary date shall be changed to the first (1st) of the month in which the reclassification is effective.
- 14.04 An Employee who is reclassified to a more senior position in the Bargaining Unit shall serve a trial period of up to two (2) months worked in the new position. During the trial period the Employee may either:
- (a) return to their former position at the Employee's request; or
 - (b) be returned to their former position;
- but in either circumstance, at the sole discretion of the Employer, the Employee may be assigned to a similar position consistent with their abilities and/or qualifications, which position may not be the specific position or in the specific area occupied prior to promotion, but shall be in the same classification.
- 14.05
- (a) An Employee whose position is reclassified to one with a lower Basic Rate of Pay, through no cause of their own, shall not have their Basic Rate of Pay altered from the Basic Rate of Pay the Employee was earning on the date their position was reclassified until such time as the Basic Rate of Pay in the lower employment classification exceeds the Basic Rate of Pay in effect on the date of reclassification, and their anniversary date shall not be changed.
 - (b) Where applicable, an Employee so affected shall continue to accumulate entitlement to the job rate of pay in the lower classification.
 - (c) It is understood, however, that the foregoing does not apply in the case of Employee demotion for causes relating to job performance or conduct.
- 14.06
- (a) When the duties of a classification specification are created or significantly altered by an action of the Employer during the life of this Collective Agreement which falls within the Bargaining Unit, the Employer shall give written notice to the Union of the new or altered classification and the proposed Basic Rate of Pay for such classification within one (1) month; and

- (i) The parties of this Collective Agreement mutually agree that the position is within the scope of the unit for which the Union is the certified bargaining agent, or, failing that;
 - (ii) The Labour Relations Board rules that the new position is within the scope of the unit for which the Union is the certified bargaining agent.
- (b) The Union may contest the proposed Basic Rate of Pay by sending written notice to the Employer. A notice to contest the Basic Rate of Pay must be sent to the Employer not later than one (1) month from the date of the Employer's notice.
 - (c) The Parties shall attempt to resolve the Basic Rate of Pay through negotiations. Should the two (2) Parties fail to reach an agreement through negotiations, the grievance procedure shall apply commencing at Step II.
 - (d) The proposed Basic Rate of Pay for the new or altered classification shall remain in effect until such time as it is amended as a result of negotiations or the resolution of the grievance regarding the proposed Basic Rate of Pay. Such amended Basic Rate of Pay will be effective from the date of written notice from the Employer to the Union.

14.07 The time limits prescribed in the preceding sections may be extended by mutual agreement of the Parties. Such agreement shall be made in writing.

ARTICLE 15
Job Opportunities

15.01 All Regular and Temporary vacancies to be filled, which fall within the Bargaining Unit, will be posted electronically for a period of not less than seven (7) full calendar days excluding Named Holidays. A copy of the posting will be provided to the Local Union Office. The posting shall contain the following information:

- (a) classification;
- (b) qualifications;
- (c) employment status (i.e. regular full-time, regular part-time, temporary, etc.);
- (d) full-time equivalency;
- (e) range of rate of pay;
- (f) if a temporary position, the anticipated duration of the position;
- (g) for information purposes only, current site(s);
- (h) for information purposes only, a notice of vacancy shall specify the current number of hours per shift, current shifts per shift cycle and the current shift pattern for the position.

- 15.02 Subject to Clause 15.04, where vacancies are filled, first consideration shall be given to employees who are already members of the bargaining unit.
- 15.03 Internal applicants who apply on a posted position shall be informed by email of their acceptance or rejection within seven (7) calendar days of the date of appointment.
- When the appointment has been made, the Local Union Office shall be notified of the appointee's name and the Department and worksite concerned.
- 15.04 In making selections, as a result of a posted vacancy, preferential consideration over outside applicants shall be given to Employees who possess the required qualifications needed to fill the position. Selections will be based on job knowledge, experience, education, requisite skills, and ability to supervise if applicable. Where these skills are judged equal by the Employer, seniority will be the determining factor.
- 15.05 A Full-time or Part-time Employee who applies for and is successful on a temporary posting shall maintain their status as a Full-time or Part-time Employee. At the completion of the temporary term, the Full-time or Part-time Employee shall return to their former position.
- 15.06 When an Employee is transferred at the sole discretion of the Employer to another unit with no change to classification and status, there shall be no change to Basic Rate of Pay, seniority, benefits or other factors.
- 15.07 When an Employee is transferred at the sole discretion of the Employer to a classification with a lower maximum salary, the Employee shall move to the step, of the lower paid classification which is nearest the salary or equal to that they held in the classification from which the Employee was transferred, whichever is greater, and their anniversary date shall be changed.
- 15.08 When an Employee is promoted from one classification to another the salary of such promoted Employee shall be advanced to that step in the new range which is next higher than their current rate of pay or to the step which is next higher again if such salary increase is less than the Employee's normal increment on the former salary range. The total amount of such payment shall not exceed the maximum Basic Rate of Pay of the higher paid classification in which the Employee is promoted. The anniversary date shall be changed to the first (1st) of the month in which the promotion is effective.
- 15.09 The Employer shall provide to each new Employee a copy of their position description/ specifications, within fifteen (15) working days of commencement of employment.

Trial Period

- 15.10 An Employee transferred or promoted to a more senior position in the Bargaining Unit shall serve a two (2) month trial period in the new position. During the trial period the Employee may either:
- (a) return to their former position at the Employee's request if available; or
 - (b) be returned to their former position by the Employer;

but in either circumstance, at the sole discretion of the employer, the Employee may be assigned to a similar position consistent with their abilities and/or qualifications, which position may not be in the same classification.

- 15.11 During the term of a temporary position, the incumbent Employee shall be eligible to apply on postings.
- 15.12 The reinstatement or placement of an employee in accordance with Clauses 15.10 shall not be construed as a violation of the posting provisions of Clause 15.01.
- 15.13 The Parties may mutually agree to waive application of this Article.

ARTICLE 16
Probation and Orientation

- 16.01 An Employee shall serve a single probationary period of five hundred and three point seventy five (503.75) hours worked, for each period of continued employment not interrupted by termination or dismissal. In the case of part time employees upon completion of six (6) calendar months of employment and who have not completed five hundred and three point seventy-five (503.75) hours, their probationary period shall be deemed to have been completed. On or before the expiry date of the initial probationary period, the Employer may extend the probationary period after consulting the Union, for a period up to an additional five hundred and three point seventy-five (503.75) hours worked, exclusive of overtime hours worked.

Employees will be kept advised of their progress during the probationary period. If there are deficiencies during the probationary period, the Employer shall provide written evaluation half way through the probation period to the Employee and provide the Employee an opportunity to correct them, prior to the completion of the probationary period.

The Employer shall provide a reason for termination to the Employee and the Employee shall have recourse to the grievance procedure except that it shall not be subject to Arbitration at Step III as set out in this Collective Agreement or the Code, with respect to such termination. An Employee upon request may be assisted by a Union Representative or Union Steward.

- 16.02 This Article shall not apply to Temporary Employees.

- 16.03 Each new hire shall receive:

- (i) at least one (1) paid day of General Orientation, and;
- (ii) at least one (1) paid day for Departmental Orientation.

Employees receiving departmental orientation shall not replace regularly scheduled employees.

ARTICLE 17
Leaves of Absence

- 17.01 An Employee who requires time off from work, may be granted leave without loss of pay upon approval by the manager subject to the corresponding yearly maximum number of workdays as outlined below.
- 17.02 The maximum annual leave specified for each circumstance requiring use of special leave shall not be exceeded. However, additional bereavement leave may be approved by the Employer where bereavement leave has already been utilized within a calendar year.
- 17.03 For the purpose of this article, "day" shall mean either 7.25, 7.75, or 8.00, which is also applicable to Extended Work Day, and pro-rated to FTE.
- (a) Illness within the immediate family - four (4) days;
- (i) illness within the immediate family - time off work may be granted leave without loss of pay for a period of up to four (4) working days, if there is an illness in the immediate family. Family illness shall be extended by up to two (2) additional days if travel is necessary to a location in excess of three hundred and twenty (320) kilometers from the Employee's residence.
- (ii) "Immediate family" for this Article shall be defined as spouse (including benefit partner), son, daughter, grandchild, step-son, step-daughter, mother or father, mother-in-law, father-in-law.
- (iii) This article is not intended for reasons other than medically related. Employees may be required to provide proof satisfactory to the Employer of any absence due to taking a family member to a medical appointment. The leave of absence shall not include taking the family member to a medical, dental, optical, or other such appointment, unless there is no other family member available to take the family member to an appointment.
- (iv) Employees must complete probation in order to be eligible for family illness days.
- (b) Bereavement – five (5) consecutive calendar days around the date of the funeral;
- (i) Bereavement – defined as time off from a scheduled day of work will be granted in the event of the passing of the Employee's spouse (including benefits partner), or any of the following relatives that have a continued familial relationship through marriage: parents, guardian, spouses' parent, grandparent, grandchild, son/ daughter, son/ daughter-in-law, step-son/ daughter, spouses' brother/ sister;
- (ii) Bereavement leave shall be extended by up to two (2) additional days if travel is necessary to a location in excess of three hundred and twenty (320) kilometers one way from the Employee's residence.

- (iii) Employees may be requested by the Employer to submit a funeral certificate to ensure that bereavement leave is appropriately administered.
- (c) Estate - two (2) days; Administration of estate shall apply only when an Employee has been designated as an Executor or Administrator of the estate.
- (d) Birth/ Adoption – one (1) day; to be present at birth or adoption proceedings of the Employee's child.
- (e) Citizenship – one (1) day – to attend formal hearing to become a Canadian Citizen.
- (f) Funeral - In the event of a death of another relative (aunt, uncle, cousin) or close friend, time off with pay of up to (1) one day may be paid to attend the funeral service.

17.04 Maternity, Paternity and Adoption Leave

- (a) Maternity Leave
 - (i) An Employee who has completed ninety (90) days of employment shall provide the employer with at least (3) month notice of the impending delivery date and upon at least (2) weeks written request be granted maternity leave.
 - (ii) Maternity leave will become effective twelve (12) weeks immediately preceding the expected date of delivery or such shorter period as may be requested, provided that the Employee commences maternity leave not later than the date of delivery.
- (b) Paternity Leave
 - (i) Paternity leave may become effective on the date of delivery, or later as mutually agreed, but in any case the Employee must provide at least (3) months written notice prior to the commencement of the paternity leave.
- (c) Adoption Leave
 - (i) Adoption leave may become effective on the date of delivery and the Employee shall provide the Employer with as much notice as possible of the impending delivery date, but not less than one (1) month notice.
 - (ii) Where an anticipated delivery date is not part of the adoption proceedings, the Employee should make every reasonable effort to keep the Employer informed as to the progress of adoption proceedings.
- (d) Maternity, paternity and adoption leaves 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, LTD or, where applicable, EIC Sub Plan benefits. The total period of maternity, paternity or adoption leave shall not exceed sixteen (16)

weeks Maternity leave and sixty-two (62) weeks parental/ adoption. Additional time off without pay must be agreed between the Employer and Employee, and will be considered a General Leave of Absence.

- (e) An Employee on such leave shall provide the Employer with four (4) weeks written notice of readiness to return to work following which the Employer will reinstate the Employee in the same position held by them immediately prior to taking leave and at the same step in the pay scale or provide the Employee with alternate work of a comparable nature at not less than the same step in the pay scale and other benefits that accrued to the Employee to the date they commenced leave. The employee's anniversary date shall be adjusted by the same amount of time as the leave of absence.
- (f) 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, LTD or, if applicable, EIC Sub Plan benefits, benefit plan premium payments shall be administered in the same fashion as an Employee absent due to illness.

17.05 Jury or Witness Duty

- (a) Any Full-time Employee required by law to attend jury selection, jury duty or witness duty shall be allowed time off without loss of regular earnings during such absence, but any fee receivable as such juror or witness shall be paid to the Employer.
- (b) An Employee acting as a voluntary witness shall not be paid for such absence.
- (c) An Employee granted leave under these provisions shall report to work during those hours of work that such Employee is not required to attend court.

17.06 Time off for Union Business

- (a) Time off from work without loss of regular earnings at the Basic Rate of Pay shall be provided on the following basis:
 - (i) the grievor and/ or one (1) Union Steward for time spent in discussions with representatives of the Employer as outlined in Articles 8.02, 8.03 and 30.03;
 - (ii) Local appointees not to exceed four (4) in number for time spent in Employee Management Advisory Committee meetings.
- (b) Provided that operational efficiency shall not in any way be disrupted, time off work may be granted to Local members for the following purposes:
 - (i) to attend Provincial Executive meetings or meetings of the Union's Bargaining Committee;
 - (ii) to attend Conventions of The Alberta Union of Provincial Employees;
 - (iii) to attend special Union meetings;
 - (iv) members of the Union Negotiating Committee, not to exceed five (5)

in number, for time spent meeting with representatives of the Employer during the formal negotiation of a Collective Agreement and for preparatory meetings during negotiations;

- (v) members elected as representatives of the Union to attend Seminars and Local Meetings; and
 - (vi) members designated as delegates representing the Union at Conventions of labour organizations with which the Union is affiliated.
- (c) To facilitate the administration of Article 17.06(b), when leave to attend to Union Business has been approved, it is granted with pay, and the Union agrees to reimburse the Employer for actual salary paid to the Employee when on leave plus actual cost of all benefits. Should the cost of their replacement be greater than the actual salary plus actual cost of all benefits, the Employer shall recover the greater amount.

17.07 General Leave of Absence Without Pay

- (a) Leave of absence without pay may be granted to an Employee at the discretion of the Employer; Banked hours (i.e. vacation, overtime, named holiday banks,) will be utilized before an unpaid LOA is granted.
- (b) The Employee shall not work for gain during the period of leave of absence except with the express consent of the Employer.

17.08 Provisions Governing Leaves of Absence

- (a) All applications for leave of absence, with the exception of compassionate leave, shall be made in writing to the Employer a minimum of two (2) weeks in advance. Applications shall indicate the date of departure on leave of absence and the date of return.
- (b) An Employee who has been granted leave of absence of any kind and who overstays their leave without reason acceptable to the Employer shall be considered to have terminated their employment.
- (c) Except as provided in Article 17.03(d), in the case of leaves of absence without pay of more than thirty (30) calendar days duration, Employees shall make prior arrangements for the payment of the full premium of any contributory benefit plans such as Alberta Blue Cross, etc.
- (d) In the case of leaves of absence without pay in excess of thirty (30) calendar days Employees shall cease to accrue earned vacation in accordance with the provisions of Article 18.09. The Employee's anniversary date shall also be adjusted by the same amount of time as the leave of absence and the new anniversary date shall prevail thereafter. An Employee must attend at work after completion of such leave in order to re-establish eligibility for benefits.

Caregivers Leave**(a) Compassionate/ Terminal Care Leave**

- (i) An Employee who has completed at least ninety (90) days of employment shall be entitled to leave of absence without pay but with benefits at the normal cost sharing, for a period of twenty seven (27) weeks to care for a qualified relative with a serious medical condition with a significant risk of death within twenty six (26) weeks from the commencement of the leave. Such leave shall end upon the death of the qualified relative when the Employee ceases to provide care for the qualified relative, or after twenty seven (27) weeks of leave, whichever is earlier.
- (ii) Qualified relative for compassionate/ terminal care leave means a person in a relationship to the Employee as designated in the Alberta Employment Standards Code and the Employment Standards Code Regulations, including:
- The Employee's family members: spouse, adult interdependent partner or common-law partner; children (and their partner/spouse); current or former foster children (and their partner/spouse); current or former guardians (and their partner/spouse); current or former guardians (and their partner/spouse); current or former foster parents; siblings, half-siblings, step siblings (and their partner/spouse); and children, step-grandchildren (and their partner/spouse); grandparents, step-grandparents; aunts, uncles, step-aunts, step-uncles (and their partner/spouse); nieces, nephews (and their partner/spouse); and person the Employee isn't related to but considers to be like a close relative; or
 - Family members of the Employee's spouse, common-law or adult interdependent partner; children (and their partner/spouse); current or former wards; parents, step parents, foster parents; siblings, half-siblings, step siblings; grandparents; grandchildren; aunts, uncles; nieces, nephews.

The Employee may be eligible for the compassionate care benefit under Employment Insurance legislation.

- (iii) At the request of the Employee, compassionate/ terminal care leave may be taken in one (1) week increments.
- (iv) Notwithstanding Article 17.09(a)(iii), an Employee shall apply for compassionate leave at least two (2) weeks in advance of the commencement of the leave and shall advise the Employer **If** they want to take the leave in weekly increments.

(b) Critical Illness Leave

- (i) An Employee who has completed at least ninety (90) days of employment and is a family member of a critically ill child or a critically ill qualified adult relative is entitled to leave of absence without pay or benefits:

- for a period of up to thirty six (36) weeks to care for their critically ill child; or,
 - for a period of up to sixteen (16 weeks) to care for a critically ill qualified adult relative.
- (ii) "Critically ill child" means a child, step-child, foster child or child who is under legal guardianship, and who is under 18 years of age for whom the Employee would be eligible for parents of critically ill child leave under the Alberta Employment Standards Code and regulations.
- (iii) "Critically ill qualified adult relative" means a person in a relationship to the Employee for whom the Employee would be eligible for critical illness leave under the *Alberta Employment Standards Code* Employee regulations.
- (iv) At the request of the Employee, critical illness leave may be taken in one (1) week increments.
- (v) Notwithstanding Article 17 an Employee shall apply for critical illness leave at least two (2) weeks in advance of the commencement of the leave and shall advise the Employer if they want to take the leave in weekly increments.
- (vi) An Employee may be required to submit to the Employer satisfactory proof demonstrating the need for compassionate/ terminal care leave or critical illness leave.

17.10 Death or Disappearance of a Child

- (a) An Employee who is the parent of a child who has disappeared and it is probable, considering the circumstances, that the child disappeared as a result of crime, shall be entitled to a leave of absence without pay for a period of up to fifty two (52) weeks.
- (b) An Employee who is the parent of a child who has died and it is probably, considering the circumstances, that the child died as a result of a crime shall be entitled to a leave of absence without pay for a period of up to one hundred and four (104) weeks.
- (c) An Employee is not entitled to death or disappearance of a child leave if the Employee is charged with the crime that resulted in the death or disappearance of the child.
- (d) The period during which the Employee may take death or disappearance of a child leave:
- (i) begins on the day which the death or disappearance occurs, and
 - (ii) ends on the earliest of:
 - The length of the leave specified in Article 17.10(a) or (b), or
 - In the case of a child who disappears and is subsequently found alive, fourteen (14) days after the day on which the child is found,

- but no later than the end of the fifty-two (52) week period, or
- On the day on which the circumstances are such that it is no longer probable that the death or disappearance was the result of crime.

- (iii) An Employee who wishes to take death or disappearance of a child leave shall provide the Employer with written notice as soon as is possible in the circumstances and, if possible, the notice shall include the estimated date of the Employee's planned return to work. The Employee shall inform the Employer as soon as possible of any change in the estimated return to work date.
- (iv) The Employee must provide the Employer with reasonable verification of the Employee's entitlement to the leave as soon as is possible in the circumstances.

17.11 Domestic Violence Leave

- (a) an employees who required time off for Domestic and/ or sexual violence leave shall be ranted up to 10 days off without pay for one or more of the following purposes:
 - (i) to seek medical attention for the employee or the employee's child in respect of a physical or psychological injury or disability caused by the violence.
 - (ii) to obtain services for the employee or the employee's child in respect of the violence from a victim services organization, domestic violence shelter, rape crisis centre, sexual assault centre or oilier social services program or community agency.
 - (iii) to obtain psychological or other professional counselling for the employee or the employee's child in respect to the violence.
 - (iv) to relocate temporarily or permanently for the purpose of making future violence against the employee or the employee's child less likely.
 - (v) to see legal or law enforcement assistance for the employee or employee's child, including preparing for or participating in any civil, criminal or administrative proceeding related to or resulting for the violence.

17.12 Citizenship Ceremony Leave

An Employee who has completed ninety (90) days of employment is entitled to one (1) days of leave without pay to attend a citizenship ceremony to receive a certificate of citizenship, as provided under the Citizenship Act (Canada).

17.13 Military Leave

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

ARTICLE 18
Annual Vacation

18.01 Definition

For the purpose of this Article:

- (a) "Vacation" means annual vacation with pay.
- (b) "Vacation Year" means the twelve (12) month period commencing on the first (1st) day of January and concluding on the last day of December in each calendar year.

18.02 Length of Vacation

An Employee shall receive annual vacation with pay in accordance with his/her years of service as of the vacation cutoff date as follows:

Less than one (1) year	one (1) working day each month (maximum of 15 days)
Two (2) years or more	twenty (20) working days
Eight (8) years or more	twenty-five (25) working days
Eighteen (18) years or more	thirty (30) working days

18.03 Part-time and Temporary Employees

- (a) On each pay cheque Part-time and Temporary Employees shall be paid in addition to their Basic Rate of Pay, six percent (6%) of their Basic Rate of Pay in lieu of annual vacation. Such Employees shall be allowed up to fifteen (15) days leave without pay for their vacation after completing twelve (12) calendar months of continuous employment. Vacation entitlement is prorated to FTE.
- (b) On each pay cheque Part-time and Temporary Employees who have completed the equivalent regular hours of a Full-time Employee in the same classification with two (2) full years of continuous service shall be paid, in addition to their Basic Rate of Pay, eight percent (8%) of their Basic Rate of Pay in lieu of annual vacation. Such Employees shall be allowed up to twenty (20) days leave without pay for their vacation. Vacation entitlement is prorated to FTE.
- (c) On each pay cheque Part-time and Temporary Employees who have completed the equivalent regular hours of a Full-time Employee in the same classification with eight (8) full years of continuous service shall be paid, in addition to their Basic Rate of Pay, ten percent (10%) of their Basic Rate of Pay in lieu of annual vacation. Such Employees shall be allowed up to twenty-five (25) days leave without pay for their vacation. Vacation entitlement is prorated to FTE.

- (d) On each pay cheque Part-time and Temporary Employees who have completed the equivalent regular hours of a Full-time Employee in the same classification with eighteen (18) full years of continuous service shall be paid, in addition to their Basic Rate of Pay, twelve percent (12%) of their Basic Rate of Pay in lieu of annual vacation. Such Employees shall be allowed up to thirty (30) days leave without pay for their vacation. Vacation entitlement is prorated to FTE.
- (e) Part-time Employees may exercise the option of banking vacation. If Part-time Employees wish to change the vacation option between pay on each cheque to banking time, payroll must be advised by December 1st each year.

18.04 Non-accumulation of Vacations

Except with the approval of the Employer, there shall be no carry over of vacations. Employees may not waive a vacation period in lieu of pay.

18.05 Current Vacation Entitlement

A request to use current vacation entitlement may be made in writing to the Employer. Such a request may not exceed the Employee's accumulated entitlement to the date requested.

18.06 Vacation Pay

Vacation pay shall be at the rate of pay currently in effect at the time of the vacation.

18.07 Vacation Pay on Termination

Upon termination of employment, an Employee shall be entitled to pay in lieu of vacation earned but not taken at the following percentage rates of basic pay earned during the period which vacation was earned but not taken:

Fifteen (15) days per year	six per cent (6%) of basic pay
Twenty (20) days per year	eight per cent (8%) of basic
Twenty-five (25) days per year	pay ten per cent (10%) of
Thirty (30) days per year	basic pay twelve per cent (12%) of basic pay

18.08 Vacation Schedules

The Employer shall post the vacation planner by January 5th of each year. Where an Employee submits their vacation preference by March 1st of that year, the Employer shall indicate approval or disapproval of that vacation request and shall post the resulting vacation schedule by April 15th of that same year. Where the number of Employees indicating a specific preference for a specific period exceeds the number of Employees as determined by the Employer that can be allotted vacation during that period, seniority shall be the deciding factor.

Where mutually agreed, the Employer and Employees may use an alternate method to posting a vacation planner

18.09 Notwithstanding Article 12.02, vacation with pay shall not accrue during period while:

- (a) on layoff, and
- (b) on unpaid absence during which the Employee is in receipt of weekly indemnity, and
- (c) on leave of absence in excess of thirty (30) calendar days for any reason.

18.10 Supplementary Vacation

(a) Full Time

- (i) Upon having reached the employment anniversary of 25 years of continuous service, Full Time Employees shall have earned an additional five (5) work days vacation with pay, to be scheduled at a mutually agreed subsequent time.
- (ii) Upon having reached the employment anniversary of 30 years of continuous service, Full Time Employees shall have earned an additional five (5) work days vacation with pay, to be scheduled at a mutually agreed subsequent time.

(b) Part Time

Upon having reached the employment anniversary of 25 years of continuous service, Employees shall have earned an additional five (5) work days vacation to be paid out.

Upon having reached the employment anniversary of 30 years of continuous service, Employees shall have earned an additional five (5) work days vacation to be paid out.

Supplementary vacation entitlement will be calculated as follows:

$$\begin{array}{l} \text{Employer paid} \\ \text{hours at the} \\ \text{Basic Rate of} \\ \text{Pay} \end{array} \quad \times \quad 2\% \quad = \quad \begin{array}{l} \text{Number of hours of paid} \\ \text{supplementary vacation} \end{array}$$

ARTICLE 19
Named Holidays

19.01 The following are considered named holiday:

New Year's Day	Labour Day	Remembrance Day
Family Day	Thanksgiving Day	Christmas Day
Good Friday	Victoria Day	Boxing Day

Canada Day

August Civic Day

**National Truth and
Reconciliation Day
(September 30)**

The addition of National Truth and Reconciliation Day is retroactive to September 30, 2023.

- 19.02 To qualify for a named holiday with pay the Employee must:
- (a) work the Employee's scheduled shift immediately prior to and immediately following the holiday except where the Employee is absent due to illness or other reasons acceptable to the Employer.
 - (b) work on the named holiday when scheduled or required to do so.
- 19.03 An Employee obliged in the course of duty to work on a named holiday shall be paid for all hours worked on the named holiday at one and one-half (1 1/2) times their basic rate of pay plus:
- (a) By mutual agreement, a day added to the Employee's next annual vacation; or
 - (b) A mutually agreeable day off with pay in conjunction with the Employee's regular day off within thirty (30) days after the named holiday; or
 - (c) One (1) regular day's pay.
 - (d) Where applicable, an Employee shall receive, in addition to the above, compensating time off at their Basic Rate of Pay for all hours worked in excess of normal daily hours referred to in Article 19.01.
 - (e) Employees obliged to work Christmas Day or August Civic Holiday shall be paid for all hours worked on the Named Holiday at two (2X) times the Basic Rate of Pay. Plus:
 - (i) By mutual agreement, a day added to the Employee's next annual vacation; or
 - (ii) A mutually agreeable day off with pay in conjunction with the Employee's regular days off within thirty (30) days after the named holiday; or
 - (iii) One (1) regular day's pay.
- 19.04 Should a named holiday fall during an Employee's vacation period, that day shall be taken off as the Named Holiday day at the Basic Rate of Pay.
- 19.05 When a named holiday falls on a Full-Time Employee's regularly scheduled day off, the Employee shall receive:
- (a) by mutual agreement, a day off with pay added to the Employee's next annual vacation; or
 - (b) a mutually agreeable day off with pay in conjunction with the Employee's

regular days off within thirty (30) calendar days after the named holiday; or

(c) one (1) regular day's pay in lieu of the named holiday.

19.06 No payment shall be made for any named holiday occurring during a layoff or unpaid leave of absence.

19.07 The Employer shall endeavor to schedule an Employee in such a manner as to provide them with days off on at least three of the actual named holidays as provided in Article 19.01. Where possible, each Employee shall be given either Christmas Day or New Year's Day off.

Part-time and Temporary Employees

19.08 (a) On each pay cheque Part-time and Temporary 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 holiday benefits.

(b) Part-time and Temporary Employees required to work on a named holiday shall be paid at one and one-half times (1 1/2 X) their Basic Rate of Pay for such work.

(c) Employees obliged to work on Christmas Day or August Civic Holiday shall be paid for all hours worked on the named holiday at two times (2X) their Basic Rate of Pay.

ARTICLE 20 **Health Benefits**

20.01 The Employer shall contract for and provide the following group plans as outlined in this Article for eligible and participating Regular Full-time and Part-time Employees in accordance with the provisions of the plans and as subject to the requirements of the Insurers. In respect of coverage under supplementary health care and dental coverage: Employer will contribute seventy-five percent (75%) of the premium for participating Regular full-time and eligible part-time Employees and Employees shall pay twenty-five percent (25%) of the premium costs. Dental coverage will provide for the reimbursement of 80% of eligible basic services, 50% of eligible extensive services, and 50% of eligible orthodontic services. A maximum reimbursement of \$2,500.00 per insured person per benefit year shall apply to extensive services. Orthodontic services shall be subject of a lifetime maximum reimbursement of \$2,500.00 per insured person.

20.02 Regular Employees shall participate in the Benefits Plan, subject to the enrollment and other requirements of the carrier(s) / insurers, inclusive of:

(a) Group Life Insurance

(b) Accidental Death and Dismemberment

(c) Long Term Disability Insurance (66% of basic monthly earnings).

(d) The premium costs of this insurance will be shared seventy-five percent (75%) by Employer twenty-five percent (25%) by the Employee.

20.03

Flexible Spending Account

- (a) The Employer shall implement a Flexible Spending Account for all Employees eligible for benefits in accordance with Article 20.
- (b) Employees must be in the employ of the employer January 1st of each year to be eligible for the Flexible Spending Account.
- (c) A sum of eight hundred dollars (\$800.00) shall be allocated annually to Full-time Employees and pro-rated by FTE for Part-time Employees.
- (d) Employees will be required to allocate all FSA funds to two of the options provided, and may only move these funds to a different option annually.
- (e) 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 the implementation and during the course of operation of the Flexible Spending Account.

ARTICLE 21
Pension Plan

21.01

All eligible Employees shall participate in the Local Authorities Pension Plan or successor.

ARTICLE 22
Sick Leave

22.01

Sick Leave is defined as a form of insurance against illness, quarantine by a medical officer of Alberta Health, or an accident for which compensation is not payable under the Worker's Compensation Act.

22.02

The Employee shall be allowed a credit for sick leave, computed from the date of employment, at the rate of one and one-half (1 1/2) working days for each full month of employment up to a maximum credit of one hundred and twenty (120) working days, provided that an employee shall not be entitled to apply sick leave credits prior to the completion of the probation period.

22.03

Part-time Employees shall accrue sick leave credits in accordance with Article 22.14 to a maximum level of sick credits that is pro-rated with the size of their position.

22.04

Sick Leave credits shall not accrue during any period of sick leave in excess of one (1) month.

22.05

An Employee granted sick leave shall be paid for the period of leave at the Employee's Basic Rate of Pay, and the number of days thus paid will be deducted from credits accumulated at the time sick leave commenced.

22.06

When an Employee has earned the maximum sick leave credit, that Employee shall no longer accrue sick leave credits until such time as the total accumulation is

reduced. At that time the Employee shall recommence accumulating sick leave credits.

22.07 Sick leave shall not be granted for pregnancy, but sick leave may be granted for related complications.

22.08 Employees reporting sick shall do so to the manager or designate as soon as possible.

22.09 The Union will cooperate and work with management in controlling usage of sick leave.

22.10 Sick leave will be granted for dental and medical appointments.

22.11 This Article is subject to Clause 22.12 (Proof of Illness).

22.12 Proof of Illness

- (a) Employees may be required to submit proof satisfactory to the Employer of an illness, non-occupational accident, or quarantine. Such proof shall be in the form of a medical certificate or sworn statutory declaration. An Employee shall submit proof of attendance at a medical, dental, physiotherapy, or optical appointment when time off from work has been granted for such appointment. Where an Employee has paid a fee for such proof, the full fee shall be reimbursed by the Employer. The Employee shall provide a medical certificate for any absence greater than (3) days.
- (b) The Employer may require that any Employee undergo a medical examination by a physician:
 - (i) in the case of prolonged or frequent absence, or
 - (ii) when it is considered that an Employee is unable to satisfactorily perform their duties.
- (c) Pursuant to Clause 22.12 (b), an Employee shall be entitled to have their personal physician or other physician of their choice act as their counsel before the physician, appointed by the Employer, when undergoing a medical examination. Expenses incurred under this Clause shall be paid by the Employer. A copy of the report of the physician conducting the medical examination shall be sent to the Employee's physician.
- (d) Where an Employee has been medically examined by a physician and is also applying for LTD benefits, a copy of the report of the physician who conducted the medical examination shall be considered as part of the Employee's application.
- (e) When an Employee has been on illness leave and wishes to return to work, the Employee shall be required to provide medical evidence stating that the Employee is fit to perform all regular duties.
- (f) The Parties agree that Sick leave benefits are intended only for the purposes of protecting an Employer from loss of income at Basic Rate of Pay when the Employee is ill.

22.13 **Sick Leave Benefits Applicable to Part-time Employees**

- (a) **The provisions of Article 22, Sick Leave, shall apply to Part-time Employees, except that the yearly entitlements specified shall be prorated, after the first year of employment, on the basis of hours worked as compared to full-time hours over the preceding year's employment. Entitlements during the first year of employment shall be prorated to their FTE.**

ARTICLE 23
Workers' Compensation

23.01 Where an Employee is absent due to illness or injury, which is compensable by Workers' Compensation, the following shall apply:

- (a) The Employer shall continue to pay its share of any and all health and welfare benefits for thirty (30) days from which the absence commences.
- (b) Subsequent to the period referred to in (a) above, benefit coverage may continue by the Employee provided the Employee pays the total cost of the premiums to the Employer for each monthly period during the absence.
- (c) 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.

ARTICLE 24
Part-Time Employees

24.01 All provisions of this Collective Agreement shall apply to Regular part-time Employees, except where amended by the following.

24.02 **Hours of Work**

Amend Article 9.01 to read:

9.01 Regular Hours of Work, inclusive of meal periods shall be:

- (a) up to eight (8) consecutive hours per day and b) less than forty (40) hours per week averaged over one (1) complete cycle of the shift schedule.
- (b) up to 7.75 consecutive hours per day and less than 38.75 hours per week averaged over one (1) complete cycle of the shift schedule;
- (c) up to 7.50 consecutive hours per day and less than 37.25 hours per week averaged over one (1) complete cycle of the shift schedule;

24.03 Overtime

Amend Article 10.01 to read:

10.01 Overtime is all time authorized by the Employer and worked by an Employee in excess of hours per day as outlined in 9.01.

24.04 Named Holidays

- (a) A part-time Employee required to work on a named holiday as per Article 19.01, shall be paid at one and one-half (1 1/2 X) times their basic rate of pay or at the appropriate overtime rate if applicable.
- (b) Part-time Employees shall be paid, in addition to their basic rate of pay, five percent (5%) of this rate per pay period in lieu of named holidays.
- (c) 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.

ARTICLE 25
Temporary Employees

25.01 All provisions of this Collective Agreement shall apply to temporary Employees except where amended by the following:

- (a) Article 16 (Probation and Orientation)
- (b) Article 15 (Job Opportunities) during the term of a temporary position, an Employee shall be eligible to apply on postings in accordance with the following:
 - (i) Such Employees shall be eligible to apply on postings of vacancies for regular positions pursuant to Article 15.01. In the event that such Employee is successful on a posting pursuant to Article 15.01, the Employer shall not be required to post any resulting vacancy of less than three (3) months.
 - (ii) Where a vacancy for a temporary position exists, such Employee shall not be eligible to apply, unless the position posted commences after the expiry of the term for which they were hired.
- (c) Article 27 (Layoff and Recall)
 - (i) a temporary Employee shall not have the right to grieve the termination of the temporary position.
 - (ii) the Employer shall provide at least seven (7) calendar days written notice of the termination of their temporary position.
 - (iii) a Regular Employee occupying a temporary position shall retain their seniority and shall not have the right to grieve placement pursuant to Article 24 when no longer required in the temporary capacity.

ARTICLE 26
Casual Employees

26.01 All provisions of the Collective Agreement shall apply to Casual Employees except where amended by the following:

26.02 Hours of Work

Amend Article 9.01 to read:

9.01 Regular Hours of Work, excluding meal periods shall be:

- (a) up to eight (8) consecutive hours per day and less than forty (40) hours per week averaged over one (1) complete cycle of the shift schedule.
- (b) up to 7.75 consecutive hours per day and less than 38.75 hours per week averaged over one (1) complete cycle of the shift schedule;
- (c) up to 7.50 consecutive hours per day and less than 37.50 hours per week averaged over one (1) complete shift schedule;

26.03 Overtime

Amend Article 10.01 to read:

10.01 Overtime is all time authorized by the Employer and worked by an Employee in excess of hours per day as outlined in Article 9.01.

26.04 Named Holidays

- (a) A Casual Employee required to work on a named holiday as per Article 19.01, shall be paid at one and one-half (1 1/2 X) times their basic rate of pay or at the appropriate overtime rate if applicable.
- (b) Casual Employees shall be paid, in addition to their basic rate of pay, five percent (5%) of this rate per pay period in lieu of named holidays.

26.05 Casual Employees shall be entitled to, in addition to their basic rate of pay, vacation pay equivalent to the entitlement earned by Regular Employees in accordance with the percentages in Article 18.06.

26.06 Casual Employees shall not be covered by Article 27 (Layoff and Recall).

26.07 Casual Employees shall not be covered by Article 11 (Seniority)

26.08 Casual Employees shall not be covered by Article 20 (Health Benefits)

ARTICLE 27
Layoff and Recall

- 27.01 Regular Employees may be laid off in accordance with the provisions of this Article.
- 27.02 For purposes of this Article the following definitions shall apply:
- (a) "layoff" - a temporary separation from employment with anticipated future recall
 - (b) "similar Employees" - two (2) or more Employees having a common status performing the same or similar functions within a classification, at a location and work unit as determined by the Employer.
- 27.03 Except in circumstances beyond the reasonable control of the Employer, the notice of layoff for Regular Employees shall be fourteen (14) days.
- 27.04 When similar Employees are to be laid off, the Employer shall layoff such Employees in reverse order of their seniority, providing those retained are qualified and able to perform the work remaining to be done.
- 27.05 The time spent by probationary Employees on layoff will be added to the probationary period at the time of recall.
- 27.06 An Employee may be recalled only to the position from which the Employee was laid off. In determining which of similar Employees are to be recalled to positions within a classification at a location and work unit as determined by the Employer, recall shall be on the basis of the seniority of such similar Employees, provided the Employee recalled is qualified and able to perform the work that is available.
- 27.07 An Employee shall be responsible for providing the Employer with their current address for recall purposes.
- 27.08 Seniority is lost, all rights are forfeited, and the Employer shall not be obliged to recall an Employee:
- (a) when the Employee resigns or employment is properly terminated; or
 - (b) when the Employee does not return to work on recall within three (3) work days of the stated reporting date, or the Employee cannot be located after reasonable effort on the part of the Employer to recall the Employee; or
 - (c) upon the expiry of one hundred and eighty (180) calendar days following layoff during which time the Employee has not been recalled to work.
- 27.09 If a Full-time or Part-time Employee has not been recalled within one-hundred and eighty (180) calendar days from the date of layoff, they shall be entitled to severance pay in the amount of one and one-half (1.1/2) weeks' pay for each full year of continuous employment to a maximum of twenty-five (25) weeks' pay. Severance pay will not be paid to an Employee who resigned, **retired** failed to return to work when recalled, or whose employment was properly terminated.
- 27.10 This Article does not apply to Temporary Employees.

27.11 An employee who is laid off under this Article and who at the commencement of the layoff is participating in Prepaid Health Benefits pursuant to Article 20 of the Collective Agreement may elect to continue existing coverage under these plans during the one-hundred and eighty (180) calendar day layoff period. If the Employee elects to maintain coverage they shall submit both the Employer and Employee shares of the premium contributions in a fashion as determined by the Employer. If the Employee chooses not to continue to submit the total required premiums, coverage will cease and the Employee shall not be entitled to any benefits under these plans.

ARTICLE 28
Discipline

28.01 **Disciplinary action by the Employer, including written reprimand, suspension or dismissal, will be taken within fifteen (15) days (excluding Saturday, Sundays and Named Holidays) of the date the Employer first became aware of, or reasonably should have become aware of the occurrence of the act. When the Employer takes disciplinary action against an Employee, that Employee shall be informed in writing as soon as reasonably possible as to the reason(s) for such action. The Employer will provide a copy of written disciplinary action (including written reprimand, suspension or dismissal) to the Union within five (5) days of the discipline. An Employer request to extend these timelines, in order to complete a proper investigation, shall be by mutual consent in writing by the parties.**

28.02 **When the Employer notifies an Employee they will be investigated with regard to an allegation or incident they shall be advised in writing and provided with the details of any complaint prior to the investigation meeting. The investigation will be completed in accordance with timelines in Clause 28.01 and any Employee interview(s) will be in accordance with Clause 28.05. Written notification of the results will be provided to the Employee. Any disciplinary action as a result of the investigation will be issued within fifteen (15) days of the conclusion of the investigation.**

28.03 **An Employee who has been subject to disciplinary action may, after eighteen (18) months of continuous service from the date the disciplinary measure was invoked, it shall be deemed removed from the Employee's personnel file providing the Employee's file does not contain any further record of any disciplinary action during that eighteen (18) month period, of which the Employee is aware.**

- 28.04
- (a) **The Employer agrees that access to an Employee's personnel file shall be provided to the Employee, upon written request, once in every year.**
 - (b) **Upon written request, a grievor shall be permitted to review their personnel file in the event of a difference or grievance. An Employee shall be given a copy of any documents in such file pertinent to the difference or grievance. They may request a representative of the Union to be present at such time.**
 - (c) **Employees requesting a copy of a document pertaining to a difference or a grievance in their personnel file shall be given such copy provided that they first pays to the Employer a fee to cover the cost of providing such copy. The amount of such fee shall be determined by the Employer.**

- 28.05 Any Employee who is to be disciplined shall be entitled to have a Union Steward present at the interview. During such an interview, the Union Steward shall not become involved in discussions other than to advise the Employee of their rights or recommend a course of action to him.
- 28.06 It is the sole responsibility of the Employee and the Union to arrange the attendance of such Union Steward. If an Employee requests, they will be allowed a reasonable period of time to arrange the attendance of a Union Steward. When it becomes necessary for a Union Steward to leave their job for this purpose they will give their manager as much advance notice as possible. Arrangements will be made by the manager to permit the Union Steward to leave their job for this purpose with no loss of regular earnings at their Basic Rate of Pay, as soon as reasonably possible. Such time off shall be granted only upon approval of the manager, which approval shall not be unreasonably withheld.
- 28.07 An Employee who is to be interviewed regarding an allegation of misconduct lodged against that Employee shall be entitled to have a Union Steward or Union Representative present at the interview.
- 28.08 The sole right of the manager to interview third parties, or take action required to maintain order and protection of property, shall not be restricted.
- 28.09 Except for the dismissal of a probationary Employee, there shall be no dismissal or discipline except for just cause.
- 28.10 An Employee absent for three (3) consecutive scheduled working days without good and proper reason acceptable to the Employer shall be terminated.

ARTICLE 29
Employee Resignation

- 29.01 An Employee who wishes to resign in good standing from Employer shall give notice in writing at least fourteen (14) days before the date of resignation, exclusive of any vacation to be taken before the date of resignation.

ARTICLE 30
Grievance Procedure

- 30.01 **Communication**
- (a) Any notice or advice which the Employer or members of its administrative staff are required to give to the Union in respect of any matter referred to in this Article shall be sufficient if delivered to the President of the Union, the Local Union Representative or the designated Union Steward.
 - (b) Any notice or advice which the Union is required to give to the Employer in respect of any matter referred to in this Article shall be sufficient if delivered to the Director of their portfolio, , or in consultation with Human Resources.
 - (c) For the purposes of this Article, "days" shall mean calendar days except Saturdays, Sundays and Paid Holidays.

30.02 Definitions and Types of Grievances

- (a) **Individual Grievance**, means a dispute affecting one (1) Employee. Such grievance shall be initiated at Step One (1) except in the case of a Suspension or Termination/Dismissal which will commence at Step Two (2).
- (b) **Group Grievance**, means a dispute affecting two (2) or more Employees. Such a grievance shall be initiated at Step Two (2) and proceed thereafter in the same manner as an individual grievance. A Group grievance shall list all Employees affected by the grievance and the results of such grievance shall apply appropriately, if applicable to all Employees listed on the original grievance.
- (c) **Policy Grievance**, means a dispute between the Parties in which, due to its nature, is not properly the subject of an individual grievance or group grievance. Such grievances(s) shall be initiated, in writing, within twenty (20) days of the date the aggrieved party(ies) first became aware of or reasonably should have become first aware of the situation leading to the grievance. If the Policy grievance is a Union grievance, it shall commence at Step Two (2). If the Policy grievance is an Employer grievance, it shall be directed to the Union President and the President shall render a written reply within five (5) days of receipt. Upon receipt of the President's response or a failure to respond, the Employer may advance the grievance to Arbitration.

30.03 (a) Initial Problem Solving Stage

The Parties encourage an Employee and their supervisor or manager to discuss a difference where such discussion could lead to the resolution of the difference without the need for a grievance.

Every effort should be made to resolve problems at the worksite level prior to going to written grievance. The Parties agree to ensure full explanation of issues during the initial discussion at the worksite level.

Failing resolution between the Manager and Employee, the Employee and Manager, along with union representation and Director level management representation, will meet to share relevant information with one another on a without prejudice basis, for the purposes of resolving the dispute before filing a formal grievance. The Director involved at this initial problem solving stage will not be the same Director who hears the grievance. If the difference between the Employer and Individual or Group cannot be resolved at the Initial problem solving stage, the following sequence of steps shall be followed:

(b) Formal Grievance Procedure

STEP I

- (i) A difference becomes a grievance provided it is reduced to writing specifying the nature of the grievance, the Article(s) of this Collective Agreement upon which the grievance is based and the redress sought and is submitted to the Manager within ten (10) days of the initial problem solving stage.**
- (ii) Upon receipt of a written grievance, a hearing, which may be arranged by either party, and shall occur within ten (10) days. An Employee shall have the right to have a Union Steward present during discussion at this or any subsequent Step.**

STEP II

- (i) If the grievance is not resolved at Step I, the grievance shall be submitted to the Director, within ten (10) days from the date of receipt of the decision by the manager at Step I.**
- (ii) Upon receipt of a written grievance, Chief Executive Officer (CEO) or their designate shall arrange a hearing which shall occur within ten (10) days. An Employee shall have the right to have a Union Steward present during discussion at this or any subsequent Step.**
- (iii) The Chief Executive Officer (CEO), or their designate, shall issue their decision in writing to the Employee within ten (10) days of the grievance hearing, with a copy to the Union Steward.**

STEP III

- (i) If the grievance is not resolved at Step II, either Party may within fifteen (15) days from the date of receipt of the Step II decision and provided the grievance has been properly processed according to the provisions of the grievance procedure, notify the other Party in writing of its desire to submit the grievance to arbitration and the notice shall specify the nature of the grievance, the Articles of this Collective Agreement upon which the grievance is based, the redress sought and the name of the first Party's appointee to an Arbitration Board.**
- (ii) The recipient of the notice shall within ten (10) days inform the other Party of the name of its appointee to the Arbitration Board.**
- (iii) The two (2) appointees so selected shall, within ten (10) days of the appointment of the second of them, appoint a third person who shall be the Chairman.**
- (iv) If the two (2) members fail to appoint a third member within ten (10) days after the day on which the last of the two (2) members is appointed, the Chairman shall be appointed pursuant to the Code.**
- (v) 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 any Employee affected by it. The award of a majority is the award of the Arbitration Board, but if there is no majority the decision of the Chairman governs and shall be deemed to be the award of the Board.

- (vi) 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 Chairman.
- (vii) The Arbitration Board by its decision shall not alter, amend or change the provisions of this Collective Agreement.
- (viii) The hearing will be held as soon as possible, but under no circumstances commence beyond ninety (90) days of the appointment of the chair unless otherwise directed by the Parties.
- (ix) The Arbitration Board shall render a decision within sixty (60) days of the completion of the hearing(s).
- (x) The Union and the Employer may agree to extend these time limits if so requested by the Arbitration Board.

30.04 Subject to Article 28, in the event an Employee alleges that they have been dismissed or disciplined without just cause, they may commence their grievance at Step II.

30.05 (a) 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 expiry of the particular time limit, unless the Parties have mutually agreed, in writing, to extend the time limits.

(b) In the event that a grievance is not advanced by the Employee to the next step of the grievance procedure before the expiration of the time provided for doing so, the grievance shall automatically move to the next step on the day following expiry of the particular time limit, unless the Parties have mutually agreed in writing to extend the time limits.

30.06 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.

ARTICLE 31

Employee Management Advisory Committee (EMAC)

31.01 The Employer and the Union agree that there shall be an Employee Management Advisory Committee (EMAC) consisting of up to four (4) persons from each party.

31.02 It is the function of EMAC to consider matters of mutual concern affecting the relationship of the Employer to its Employees, and to advise and make recommendations to the Employer and the Union with a view to resolving difficulties and promoting harmonious relations between the Employer and its Employees. Additional topics, to the terms of reference, discussed by the EMAC may include, but shall not be limited to:

- Gender-Based Wage Equity issues;
- Scheduling issues
- Organizational changes
- Workload

- 31.03 The representatives of the Employer on EMAC shall be those persons or alternates employed and designated by the Employer from time to time.
- 31.04 The representatives of the Union on EMAC shall be those Employees or Employee alternates designated by the Local from time to time.
- 31.05 The Parties mutually agree that the representatives of the Employer and the Union on EMAC should be the persons in authority to represent their respective membership and should be as constant as reasonably possible with a minimum of alteration or substitution.
- 31.06 The Chair on EMAC shall be a representative of the Employer, and the Vice- Chair shall be a representative of the Union.
- 31.07 EMAC shall meet at a mutually acceptable hour and date. The Chair and Vice-Chair may mutually call a special meeting to deal with urgent matters.
- 31.08 Either the Employer or the Union may have experts or advisors present at meetings of EMAC to make submissions to or to assist EMAC in the consideration of any specific problem. Each Party shall give the other reasonable advance notice of the anticipated presence of such experts or advisors.
- 31.09 Time spent in meetings of this Committee shall be at Basic Rate of Pay which shall not be included for purposes of computing overtime.

ARTICLE 32
No Discrimination/ Harassment

- 32.01 (a) There shall be no discrimination, restriction or coercion exercised or practiced in respect of any employee by either party by reason of age, race, colour, creed, national origin, political or religious belief, gender, gender expression, gender identity, sexual preference, marital status, physical disability nor by reason of membership or non-membership or activity in the Union.
- (b) A complaint alleging sexual harassment, unjust treatment, discrimination or alleging unfair working conditions may be presented as a grievance directly to Step II and up to and including Arbitration.
- 32.02 For the purposes of this Agreement, harassment is defined as any improper conduct by an individual that is directed at and offensive to another person or persons in the workplace, and that the individual knew or ought reasonably to have known would cause offence or harm. It comprises any objectionable act, comment or display:

- (a) when such conduct might reasonably be expected to cause insecurity, discomfort, offense or humiliation to another person or group;
- (b) when submission to such conduct is made, either implicitly or explicitly, a condition of employment or is used as a basis for any employment decision; or
- (c) when such conduct has the purpose or effect of interfering with a person's work performance or creating an intimidating, hostile or offensive work environment.

Harassment includes, but is not limited to sexual harassment and workplace violence.

- 32.03 An Employee who has a complaint of discrimination or harassment has a responsibility to document the incident and advise the offender that their actions are unwanted and improper. If the Employee is uncomfortable or feels intimidated about confronting the offender, the Employee shall contact their immediate supervisor, Human Resources or Union Representative for assistance.
- 32.04 If an Employee submits a complaint of discrimination or harassment the Employer shall conduct an investigation in accordance with the Employer's 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 of the complaint unless documented circumstances warrant an extension and agreement from the Union is received.
- 32.05 If the investigation determines that discrimination or harassment has occurred, the Employer may impose disciplinary action, up to and including discharge.
- 32.06 The Employer will not tolerate any form of retaliation against an employee who, in good faith, makes a complaint of discrimination or harassment. If an Employee acts in bad faith in making a complaint of discrimination or harassment, disciplinary action, up to and including discharge, may be imposed by the Employer against such Employee.
- 32.07 The Employer, Union and Employees are committed to having a safe and respectful workplace where discrimination and harassment is not tolerated.
- 32.08 Nothing in this Article prevents Employees who believe they are being harassed or discriminated against from filing a complaint under the Alberta Human Rights Act or a grievance under Article 30.

ARTICLE 33
Parking

- 33.01 At the sites where Employee parking is available, The Employer agrees to continue the existing condition whereby Employees will not be charged for the use of unreserved employee parking stalls.

ARTICLE 34
Occupational Health and Safety

- 34.01 (a) The parties recognize the need for a safe and healthy workplace. The Employer shall be responsible for providing safe and healthy working conditions. The Employer, Union and the Employees will take all reasonable steps to eliminate, reduce or minimize all workplace safety hazards. Occupational health and safety education, training and instruction provided by the Employer, shall be paid at the Basic Rate of Pay, to fulfill the requirements for training, instruction or education set out in the Occupational Health and Safety Act, Regulation or Code.
- (b) The Employer shall maintain policies and procedures with the objective of addressing and ensuring a safe and respectful workplace free of violence.
- 34.02 The Parties will cooperate to the fullest extent in the matters of occupational health, safety and accident prevention.
- 34.03 (a) The Local shall select up to four (4) members to serve on the OH&S Committee This committee may include representatives from other unions on the work site. This committee shall also include representatives from management, not to exceed the number of union representatives.
- (b) Time spent in meetings of this Committee shall be at the Basic Rate of Pay, which shall not be included for purposes of computing overtime.
- (c) In accordance with its terms of reference, such Committee shall make recommendations to the Parties regarding the improvement of health and safety practices.
- (d) Safety and Health will be included in the orientation program for new Employees.
- 34.04 (a) The Employer recognizes that alcoholism, drug addiction, and mental illness are illnesses, which can respond to therapy, and treatment and that absence from duty due to such therapy or treatment shall be considered as sick leave.
- (b) An Employee whose work performance is adversely affected by a condition or behaviour related but not necessarily restricted to those mentioned in (a) above, may be referred by their manager to the Employee and Family Assistance Program, or equivalent, subject to the Employee's agreement.
- 34.05 (a) The Employer shall provide all protective devices, equipment and clothing where required under the Occupational Health and Safety Act.
- (b) Where, in the opinion of the Employer, safety footwear is required, the Employer shall reimburse the Employee(s) for the cost of replacing safety footwear once every two (2) years, to a limit of two hundred dollars (\$200.00).

34.06 Workplace Violence Prevention

- (a) **The Employer shall maintain policies and procedures with the objective of addressing and ensuring a safe and respectful workplace free of violence.**
- (b) **For all incidents of workplace violence from a patient, resident, or member of the public, the Employee must:**
 - (i) **report the incident immediately to the manager/medical leader or supervisor; and**
 - (ii) **document the incident, as soon as possible and within the same shift, through the appropriate Employer reporting process. If the Employee is concerned with having sufficient time to document within the same shift, they shall raise this with their supervisor who shall direct the time for such documentation.**
- (c) **The Employer shall**
 - (i) **investigate the incident in accordance with the Employer policy; and**
 - (ii) **inform Employees affected by the incident of the investigation's outcome, to the extent permitted by legislation or Employer policies.**

34.07 Working Alone

- (a) **Where an Employee is assigned to work alone, the Employer shall have in place a policy and procedure to support a Working Alone Plan. Employees shall be provided with and required to use the hazard controls specified within the applicable Working Alone Plan.**

ARTICLE 35
Uniforms

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

ARTICLE 36
Registration Fees

36.01 A Full-time or Part-time Employee who has worked an average of point four full-time equivalent (0.4 FTE) or greater in the previous fiscal year and has active registration with the College of Licensed Practical Nurses Association (CLPNA) at the beginning of the next registration year, shall receive two hundred and fifty dollars (\$250.00) from the Employer toward payment of the CLPNA registration fees.

ARTICLE 37
Notice

37.01 Any notice required hereunder to be given shall be deemed to have been sufficiently served if personally delivered, or by receipted courier service, or mailed in a prepaid registered envelope addressed:

in the case of the Employer to:

Chief Executive Officer
The Bethany Group
4612 - 53 Street
Camrose, Alberta T4V 1Y6

and, in the case of the Union to:

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

ARTICLE 38
Tools

38.01 **Tools shall be replaced by the Employer when damaged or broken in normal use or when accidentally lost in an inaccessible area during working hours.**

Article 39
On-Call Duty

- 39.01
- (a) When an Employee is designated to be immediately available to return to work during a period in which they are not on regular duty, the Employee shall be paid the amount of one-half (1/2) hour's pay at their regular rate for each four (4) hours on "on-call duty" or portion thereof on a day that is not a named holiday. For "on-call duty" on a paid holiday, the payment shall be one (1) hour's pay at the regular rate for each four (4) hours on "on-call duty" or portion thereof.
 - (b) **For purpose of the Article, "immediately available" shall be defined as the Employee's ability to respond while on-call within twenty (20) minutes of the call-out, and be located no further than thirty (30) kilometres from the facility while on-call unless otherwise mutually agreed between the Employer and the Employee.**
 - (c) **When an Employee, while on "on-call duty," is unable to report to work when required, no compensation shall be granted for the total on-call period.**
 - (d) **When an Employee is called out to work during a period in which they were on "on-call duty" the Employee shall be compensated pursuant to Article 39.01(a) above for hours they were on "on-call duty" and paid pursuant to Article 40 for the hours worked on call-out.**
 - (e) **When an Employee, who has been assigned on-call duty, is consulted by telephone and is authorized to handle client matters without returning to the workplace, such Employee shall be paid at the overtime rate for**

the total accumulated time spent on the telephone consultations(s), and corresponding required documentation, during the on-call period. If telephone consultation has been provided by the Employee and the total accumulated time spent on such telephone consultation and corresponding required documentation, during the on-call period, is less than 30 minutes, the Employee shall be compensated at the overtime rate for 30 minutes.

- (f) **An Employee shall not normally be required to be on “on-call duty” on two (2) consecutive weekends or two (2) consecutive paid holidays where other qualified staff are available.**

Article 40
Call-Out

- 40.01** (a) When a Full-time Employee is called out to work outside of scheduled working hours, they shall be paid for all time worked at overtime rates or a minimum of two (2) hours at overtime rates whichever is the greater.
- (b) **Any subsequent call prior to the Employee leaving the workplace shall be considered one (1) call for the purpose of determining minimum call-out pay.**

40.02 An Employee who is called out to work on a paid holiday in accordance with Article 39.01 (b) or 40.01 shall receive:

- (a) **pay for all time worked at the overtime rate in Article 10.01; and**
- (b) **time off at their Basic Rate of Pay for the actual hours worked.**

40.03 When a call-out forms a continuous period with the Employee’s normal working hours, overtime rates shall apply only to those hours worked before the commencement of the regularly scheduled shift and the normal working hours shall not be reduced as a result of such call-out except by mutual consent.

- 40.04** (a) In the twelve (12) hour period immediately preceding an Employee’s next regularly scheduled shift an Employee:
 - (i) **who works more than four (4) hours pursuant to Article 40.02; and**
 - (ii) **there is not a minimum of eight (8) hours off duty in the twelve (12) hours preceding the Employee’s next shift;****at the Employee’s request, shall be entitled to eight (8) consecutive hours rest before commencing their next scheduled shift, without loss of regular earnings.**
- (b) **Due to operational circumstances where an Employee cannot be provided eight (8) consecutive hours of rest the Employee shall be paid at two times (2 x) their basic rate of pay for all hours worked during what would have been the eight (8) hour rest period.**

ARTICLE 41
Application

- 41.01 This Collective Agreement shall not be changed after the effective date hereof save in accordance with the collective bargaining procedure as provided in the Code.
- 41.02 Employees shall be compensated for work performed in accordance with the schedule of Basic Rates of Pay as set out in Pay Classifications hereof, be bound by other provisions of employment, and qualify for such benefits in accordance with the provisions set out in this Collective Agreement.
- 41.03 In the event any provision of this Collective Agreement is in conflict with any present or future statute of the Province of Alberta or the Government of Canada applicable to the Employer, the provision so affected shall be altered or amended forthwith in a manner agreeable to both Parties so as to incorporate required changes. Such action shall not affect any other provisions of this Collective Agreement.
- 41.04 The Parties agree that negotiations during the life of this Collective Agreement can only be reopened on any part thereof if the opening is mutually acceptable to both Parties.
- 41.05 Employees who, prior to the effective date of this Collective Agreement, were in receipt of an hourly rate of pay which was in excess of that provided by this Collective Agreement, shall continue to be paid at their previous hourly rate of pay until such time that their previous hourly rate of pay is exceeded by the applicable Basic Rate of Pay, unless altered by mutual agreement.
- 41.06 When a difference arises out of a provision contained in this Collective Agreement and the subject matter is covered by the Employer's regulations, guidelines or directives, the Collective Agreement shall supersede the regulations, guidelines or directives.

ARTICLE 42
Legal Indemnification

- 42.01 The Employer acknowledges the principal of vicarious liability and any other rights conferred under any law of Canada or Alberta with respect to responsibility for Employees acting reasonable and without negligence while carrying out the duties of their employment. The limit of the Employer's liability will be to the maximum of the liability insurance carried by the Employer.

Salary Appendix/Pay Grids

- a. Effective April 1st, 2020: 0% wage increase
- b. Effective April 1st, 2021: 0% wage increase
- c. Effective April 1st, 2022: 1.25% wage increase (retro active)
- d. Effective April 1st, 2023: 1.25% wage increase

All retroactive payments and monetary adjustments to the Collective Agreement shall be paid or implemented within 60 calendar days of ratification.

Pay Classifications	Effective	Step 1	Step 2	Step 3	Step 4
Head Cook [COOL] Head Cook [COOL]	1-Apr-2016	\$ 21.50	\$ 22.34	\$ 23.25	\$ 24.21
	01-Apr-17	\$ 21.82	\$ 22.68	\$ 23.60	\$ 24.57
	01-Apr-19	\$ 22.04	\$ 22.90	\$ 23.83	\$ 24.82
	01-Apr-20	\$ 22.04	\$ 22.90	\$ 23.83	\$ 24.82
	01-Apr-21	\$ 22.04	\$ 22.90	\$ 23.83	\$ 24.82
	01-Apr-22	\$ 22.32	\$ 23.19	\$ 24.13	\$ 25.13
	01-Apr-23	\$ 22.60	\$ 23.48	\$ 24.43	\$ 25.44
Assistant Cook (DTAU) Assistant Cook (DTAU)	1-Apr-2016	\$ 18.04	\$ 18.77	\$ 19.54	\$ 20.31
	01-Apr-17	\$ 18.31	\$ 19.05	\$ 19.83	\$ 20.61
	01-Apr-19	\$ 18.49	\$ 19.24	\$ 20.03	\$ 20.82
	01-Apr-20	\$ 18.49	\$ 19.24	\$ 20.03	\$ 20.82
	01-Apr-21	\$ 18.49	\$ 19.24	\$ 20.03	\$ 20.82
	01-Apr-22	\$ 18.72	\$ 19.48	\$ 20.28	\$ 21.08
Head Housekeeper HSKL Head Housekeeper HSKL	01-Apr-23	\$ 18.95	\$ 19.72	\$ 20.53	\$ 21.34
	1-Apr-2016	\$ 21.51	\$ 22.34	\$ 23.25	\$ 24.21
	01-Apr-17	\$ 21.83	\$ 22.68	\$ 23.60	\$ 24.57
	01-Apr-19	\$ 22.05	\$ 22.90	\$ 23.83	\$ 24.82
	01-Apr-20	\$ 22.05	\$ 22.90	\$ 23.83	\$ 24.82
	01-Apr-21	\$ 22.05	\$ 22.90	\$ 23.83	\$ 24.82
	01-Apr-22	\$ 22.33	\$ 23.19	\$ 24.13	\$ 25.13
Lodge Attendant (HKAU) Lodge Attendant (HKAU)	01-Apr-23	\$ 22.61	\$ 23.48	\$ 24.43	\$ 25.44
	1-Apr-2016	\$ 16.45	\$ 17.04	\$ 17.78	\$ 18.45
	01-Apr-17	\$ 16.70	\$ 17.30	\$ 18.05	\$ 18.73
	01-Apr-19	\$ 16.86	\$ 17.47	\$ 18.23	\$ 18.91
	01-Apr-20	\$ 16.86	\$ 17.47	\$ 18.23	\$ 18.91
	01-Apr-21	\$ 16.86	\$ 17.47	\$ 18.23	\$ 18.91
	01-Apr-22	\$ 17.07	\$ 17.69	\$ 18.46	\$ 19.15
01-Apr-23	\$ 17.28	\$ 17.91	\$ 18.69	\$ 19.39	

Maintenance Worker MTNW Maintenance Worker MTNW	1-Apr-2016	\$ 22.85	\$ 23.76	\$ 24.69	\$ 25.65
	01-Apr-17	\$ 23.19	\$ 24.12	\$ 25.06	\$ 26.03
	01-Apr-19	\$ 23.42	\$ 24.36	\$ 25.31	\$ 26.30
	01-Apr-20	\$ 23.42	\$ 24.36	\$ 25.31	\$ 26.30
	01-Apr-21	\$ 23.42	\$ 24.36	\$ 25.31	\$ 26.30
	01-Apr-22	\$ 23.71	\$ 24.66	\$ 25.63	\$ 26.63
Activities Coordinator ACCO Activities Coordinator ACCO	01-Apr-23	\$ 24.01	\$ 24.97	\$ 25.95	\$ 26.96
	1-Apr-2016	\$ 17.56	\$ 18.29	\$ 19.00	\$ 19.80
	01-Apr-17	\$ 17.82	\$ 18.56	\$ 19.29	\$ 20.10
	01-Apr-19	\$ 18.00	\$ 18.75	\$ 19.48	\$ 20.30
	01-Apr-20	\$ 18.00	\$ 18.75	\$ 19.48	\$ 20.30
	01-Apr-21	\$ 18.00	\$ 18.75	\$ 19.48	\$ 20.30
Administrative Assistant LDAM Administrative Assistant LDAM	01-Apr-22	\$ 18.23	\$ 18.98	\$ 19.72	\$ 20.55
	01-Apr-23	\$ 18.46	\$ 19.22	\$ 19.97	\$ 20.80
	1-Apr-2016	\$ 18.57	\$ 19.28	\$ 20.07	\$ 20.86
	01-Apr-17	\$ 18.85	\$ 19.57	\$ 20.37	\$ 21.17
	01-Apr-19	\$ 19.04	\$ 19.76	\$ 20.57	\$ 21.38
	01-Apr-20	\$ 19.04	\$ 19.76	\$ 20.57	\$ 21.38
Administrative Assistant II LDA2 Administrative Assistant II LDA2	01-Apr-21	\$ 19.04	\$ 19.76	\$ 20.57	\$ 21.38
	01-Apr-22	\$ 19.28	\$ 20.01	\$ 20.83	\$ 21.65
	01-Apr-23	\$ 19.52	\$ 20.26	\$ 21.09	\$ 21.92
	1-Apr-2016	\$ 20.44	\$ 21.24	\$ 22.08	\$ 22.97
	01-Apr-17	\$ 20.75	\$ 21.56	\$ 22.41	\$ 23.31
	01-Apr-19	\$ 20.95	\$ 21.77	\$ 22.64	\$ 23.55
Resident Hospitality Attendant RSAO Resident Hospitality Attendant RHA)	01-Apr-20	\$ 20.95	\$ 21.77	\$ 22.64	\$ 23.55
	01-Apr-21	\$ 20.95	\$ 21.77	\$ 22.64	\$ 23.55
	01-Apr-22	\$ 21.21	\$ 22.04	\$ 22.92	\$ 23.84
	01-Apr-23	\$ 21.48	\$ 22.32	\$ 23.21	\$ 24.14
	1-Apr-2016	\$ 17.76	\$ 18.29	\$ 18.82	\$ 19.33
	01-Apr-17	\$ 18.03	\$ 18.56	\$ 19.10	\$ 19.62
	01-Apr-19	\$ 18.21	\$ 18.75	\$ 19.29	\$ 19.82
	01-Apr-20	\$ 18.21	\$ 18.75	\$ 19.29	\$ 19.82
	01-Apr-21	\$ 18.21	\$ 18.75	\$ 19.29	\$ 19.82
	01-Apr-22	\$ 18.44	\$ 18.98	\$ 19.53	\$ 20.07
	01-Apr-23	\$ 18.67	\$ 19.22	\$ 19.77	\$ 20.32

Pay Classifications	Effective	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8
Health Care Aide	01-Apr-20	\$ 20.22	\$ 21.27	\$ 21.96	\$ 22.62	\$ 23.37	\$ 23.89	\$ 24.57	\$ 25.32
	01-Apr-21	\$ 20.22	\$ 21.27	\$ 21.96	\$ 22.62	\$ 23.37	\$ 23.89	\$ 24.57	\$ 25.32
	01-Apr-22	\$ 20.47	\$ 21.54	\$ 22.23	\$ 22.90	\$ 23.66	\$ 24.19	\$ 24.88	\$ 25.64
	01-Apr-23	\$ 20.73	\$ 21.81	\$ 22.51	\$ 23.19	\$ 23.96	\$ 24.49	\$ 25.19	\$ 25.96
Licensed Practical Nurse									
	01-Apr-20	\$ 27.86	\$ 28.01	\$ 29.13	\$ 30.27	\$ 31.40	\$ 32.49	\$ 33.80	\$ 35.15
	01-Apr-21	\$ 27.86	\$ 28.01	\$ 29.13	\$ 30.27	\$ 31.40	\$ 32.49	\$ 33.80	\$ 35.15
	01-Apr-22	\$ 28.21	\$ 28.36	\$ 29.49	\$ 30.65	\$ 31.79	\$ 32.90	\$ 34.22	\$ 35.59
	01-Apr-23	\$ 28.56	\$ 28.71	\$ 29.86	\$ 31.03	\$ 32.19	\$ 33.31	\$ 34.65	\$ 36.03

the signatures of their proper officers in that behalf.

Signed at Edmonton, Alberta this 29 day of August, 2024.

ON BEHALF OF THE BETHANY GROUP

ON BEHALF OF THE ALBERTA UNION
OF PROVINCIAL EMPLOYEES

WITNESS

LETTER OF UNDERSTANDING #1

between

BETHANY NURSING HOME OF CAMROSE, ALBERTA
at Bashaw Meadows, Rosealta Lodge, Deer Meadows, Brookside,
Peace Hills Lodge, West Pine Lodge & Wetaskiwin Meadows

and

THE ALBERTA UNION OF PROVINCIAL EMPLOYEES
(on behalf of Local 047/002)

Re: Contracting Out

1. The Parties recognize the important contribution the Staff make in the delivery of support services, and are committed to ensure job security where reasonably possible. To this end, it is understood by the parties that this Employer will consult with the Union as soon as reasonably possible and, at a minimum, one (1) month prior to any workforce adjustment resulting from a decision to discontinue a program or undertaking in an effort to explore alternatives to minimize the impact of the decision.
2. In the event of an adjustment, as outlined in 1, the Employer agrees that employees affected shall be given no less than ninety (90) calendar days written notice prior to the implementation of a contracting out workforce adjustment. Such notice will be concurrent with any required layoff notice carried out in accordance with Article 21 (Layoff and Recall).
3. The Parties agree to work towards the implementation and utilization of voluntary measures, including but not limited to voluntary leaves of absences, transfers, and voluntary separation programs, including early retirement, job sharing or severance agreements in order to minimize the impact on Employees.
4. The Employer will delay until January 1st, 2018 any contracting out of work performed by Employees in this Bargaining Unit which would result in job loss. However, this Letter of Understanding does not prevent contracting out due to the performance of extra work required by the Employer, providing the performance of the aforementioned work does not reduce the hours of work of any Employee who works regular shift schedules.
5. The Parties agree that the Employer is exempted from the terms and conditions of this Letter of Understanding for any contracts already being managed by the Employer as at April 1st, 2004.
6. This Letter of Understanding will not prevent the transfer of services and the associated employees between lodge facilities operated by the Bethany Group.
7. This Letter of Understanding will expire on March 31, **2024**.

[Redacted]

On behalf of THE BETHANY GROUP

August 29, 2024

Date

[Redacted]

On behalf of the ALBERTA UNION
PROVINCIAL EMPLOYEES

September 4, 2024

Date

LETTER OF UNDERSTANDING #2

between

BETHANY NURSING HOME OF CAMROSE, ALBERTA
at Bashaw Meadows, Rosealta Lodge, Deer Meadows, Brookside,
Peace Hills Lodge, West Pine Lodge & Wetaskiwin Meadows

and

THE ALBERTA UNION OF PROVINCIAL EMPLOYEES
(on behalf of Local 047/002)

Re: **Voluntary Separation Allowance**

Whereas the Employer may require reductions in the number of Regular Full-time and Regular Part-time employees that they employ, the Parties agree to provide a Voluntary Separation Allowance as follows:

1. During the term of this Letter of Understanding, the Separation Allowance (as outlined in paragraph 5 of this Agreement) is available to eligible Employees in lieu of the provisions of Article 21 (Layoff and Recall) of the Collective Agreement entered into by the Parties.
2. The Separation Allowance will be available for Regular Full-time and Regular Part-time Employees. Eligible Employees will be entitled to receive the Separation Allowance at their regular Basic Rate of Pay in effect at the time of election of the Separation Allowance.
3. Where an eligible Employee has made an election to accept the Separation Allowance, the election shall only be altered by agreement of the Employee and Employer. Separation of employment shall occur at a time selected by the Employer. Employees shall make their election for Separation Allowance within fourteen (14) calendar days of the receipt of . Notice of Layoff.
4. In addition to paragraphs 1 and 2, Employees who have not received Notice of Layoff may request the Separation Allowance. Such offers may but will not necessarily result in an offer of the Separation Allowance by the Employer to that Employee. Offers are subject to operational requirements as determined by the Employer, whose decision is final and binding and cannot be challenged. Employees who request the Separation Allowance, if approved by the Employer under this paragraph, are required to resign at a time acceptable to the Employer.
5. The Separation Allowance for Regular Full-time Employees under this letter shall be calculated at two (2) weeks pay per years of service to a maximum allowance of forty-three (43) weeks pay. Regular Part-time Employees will be eligible to receive a Separation Allowance on a pro rata basis in proportion to hours worked by a Regular Full-time Employee in the same classification.

[Redacted]

On behalf of THE BETHANY GROUP

August 29, 2024

Date

[Redacted]

On behalf of the ALBERTA UNION
PROVINCIAL EMPLOYEES

September 4, 2024

Date

LETTER OF UNDERSTANDING #3

between

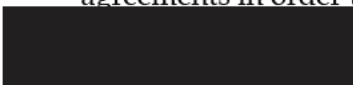
BETHANY NURSING HOME OF CAMROSE, ALBERTA
at Bashaw Meadows, Rosealta Lodge, Deer Meadows, Brookside,
Peace Hills Lodge, West Pine Lodge & Wetaskiwin Meadows

and

THE ALBERTA UNION OF PROVINCIAL EMPLOYEES
(on behalf of Local 047/002)

Re: Workforce Adjustment Protocol

1. The Parties recognize the important contribution the General Support Staff make in the delivery of support services, and are committed to ensure job security where reasonably possible. To this end, it is understood by the parties that the Employer will consult with the Union as soon as reasonably possible and, at a minimum, one (1) month prior to any workforce adjustment resulting from a decision to discontinue a program or undertaking in an effort to explore alternatives to minimize the impact of the decision.
2. In the event of an adjustment, as outlined in 1, the Employer agrees that employees affected shall be given no less than ninety (90) calendar days written notice prior to the implementation of a contracting out workforce adjustment. Such notice will be concurrent with any required layoff notice carried out in accordance with Article 21 (Layoff and Recall).
3. The Parties agree to work towards the implementation and utilization of voluntary measures, including but not limited to voluntary leaves of absences, transfers, and voluntary separation programs, including early retirement, job sharing or severance agreements in order to minimize the impact on Employees.



On behalf of THE BETHANY GROUP

August 29, 2024

Date



On behalf of the ALBERTA UNION
PROVINCIAL EMPLOYEES

September 4, 2024

Date

LETTER OF UNDERSTANDING #4

BETWEEN

BETHANY NURSING HOME OF CAMROSE, ALBERTA
at Bashaw Meadows, Rosealta Lodge, Deer Meadows, Brookside, Peace Hills Lodge,
West Pine Lodge & Wetaskiwin Meadows and Wetaskiwin Homecare

(hereinafter referred to as the Employer)

- and -

ALBERTA UNION OF PROVINCIAL EMPLOYEES

(on behalf of Local 047/002)

RE: JOINT TASK FORCE

The Parties recognize the value of an ongoing forum within which to discuss and seek to resolve issues of common concern.

There are issues of concern between the Parties that would benefit from joint study, discussion and resolution outside of the collective bargaining process. Similarly, other issues of joint concern may arise which the Parties may agree would benefit from joint study and discussion.

1. The Joint Task Force will be comprised of Employer and Union Representatives.
2. The Parties will meet quarterly, or as otherwise mutually agreed, to discuss issues arising out of the administration of the Collective Agreement.
3. The Joint Task Force's purpose will be to:
 - (a) exchange information;
 - (b) engage in discussion;
 - (c) make recommendations regarding the resolution of issues of common concern.
4. The Joint Committee shall establish Terms of Reference outlining the Joint Committee's purpose, its key functions, Joint Committee membership, and the reporting relationships for each of the Parties.



On behalf of THE BETHANY GROUP

August 29, 2024

Date



On behalf of the ALBERTA UNION
PROVINCIAL EMPLOYEES

September 4, 2024

Date

LETTER OF UNDERSTANDING #5

between

BETHANY NURSING HOME OF CAMROSE, ALBERTA
at Bashaw Meadows, Rosealta Lodge, Deer Meadows, Brookside,
Peace Hills Lodge, West Pine Lodge & Wetaskiwin Meadows

and

THE ALBERTA UNION OF PROVINCIAL EMPLOYEES
(on behalf of Local 047/002)

Re: Workload Appeal Process

An Employee's workload is a matter of fluctuation that may be impacted by numerous factors including, but not limited to seasonality, surge periods, process improvements and efficiencies, staff/ resource fluctuations, shifting priorities, and increasing demands.

The Parties recognize the importance of discussions regarding workload. It is agreed that workload concern(s) for discussion represent ongoing, systemic, long-term issues which have continued for a minimum period of sixty (60) calendar days. This does not preclude an Employee from discussing their workload with their direct manager prior to the sixty (60) days.

If an Employee has concern(s) regarding their ongoing workload, the Employee may initiate a workload appeal process as follows:

LEVEL 1

Ongoing workload concern(s) shall be filed in writing by the Employee directly to their Manager, who shall meet with the Employee to discuss and resolve the specifics of the concern(s). The Manager will meet with the Employee and respond in writing within twenty-one (21) calendar days of receipt of the workload concern(s).

LEVEL 2

If the Employee is not satisfied with the outcome at Level I, within seven (7) calendar days of the response at Level I, the Employee shall submit the workload concern(s) in writing to the Director of the Program. The Director shall reply in writing within fourteen (14) calendar days of receipt of the workload concern(s).

LEVEL 3

If the Employee is not satisfied with the outcome at Level 2, within seven (7) calendar days of the response at Level 2, the Employee shall submit the workload concern(s) in writing to the Chief Executive Officer. The Chief Executive Officer shall reply in writing within fourteen (14) calendar days of receipt of the workload concern(s).

The time limits in the Workload Appeal Process may be extended by mutual agreement of the Parties.

A representative of the Union may assist an Employee or group of Employees during the Workload Appeal Process.

Dispute Resolution:

- (a) The application of the processes of this Letter of Understanding is subject to Article 8: Grievance Procedure.
- (b) The final decision regarding the outcome of the Workload Appeal Process is not subject to Article 8: Grievance Procedure.

This Letter of Understanding shall expire on the expiry date of this Collective Agreement or upon the date of ratification of the next Collective Agreement, whichever is later.



On behalf of THE BETHANY GROUP

August 29, 2024

Date



On behalf of the ALBERTA UNION
PROVINCIAL EMPLOYEES

September 4, 2024

Date