



COLLECTIVE AGREEMENT

BETWEEN

**SHEPHERD'S CARE FOUNDATION
MILLWOODS MANOR AND SOUTHSIDE MANOR**

AND THE

**ALBERTA UNION OF PROVINCIAL EMPLOYEES
LOCAL 047 CHAPTER 018**

**EFFECTIVE:
JUNE 12, 2023 - SEPTEMBER 30, 2024**

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PURPOSE AND PREAMBLE

Agreeing that in auxiliary nursing care, each resident is a unique individual whose diverse needs are met within a friendly and caring atmosphere. Shepherd's Care Christian ministry will remain an oasis of faith, hope and love with a warm sense of family and community in which prayer and spiritual support play a vital role.

It is the mutual desire and intent of the Parties to:

- (i) Ensure the provision of the best possible service and quality resident care, by providing quality care that is holistic, providing for spiritual, physical, emotional and social needs in a loving Christian environment;
- (ii) Protect the interests of residents, Employees and the Community;
- (iii) Maintain harmonious relations between the Employer and the Union;
- (iv) Recognize the mutual value of joint discussions and negotiations in all matters of mutual concern to the Parties;
- (v) Enter into a Collective Agreement setting forth rates of pay, hours of work and other terms and conditions of employment;
- (vi) Recognize the uniqueness of the Employer's operations.

ARTICLE 1 **TERM OF COLLECTIVE AGREEMENT**

- 1.01 This agreement, including appendices hereto unless altered by mutual consent of both Parties hereto, shall be in force and effect on date of June 12, 2023 up to and including September 30, 2024 and from year to year thereafter unless amended or terminated. Notification of desire to amend or terminate may be given in writing by either Party to the other Party during the period between sixty (60) and one hundred and twenty (120) days prior to its expiration.
- 1.02 Where notice is served by either Party to commence collective bargaining, this Collective Agreement shall continue in full force and effect until a new Collective Agreement has been executed.
- 1.03 In the event that any law passed by the Government of Alberta or Canada renders null and void any provisions of this Agreement, the remaining provisions shall remain in effect for the term of the Agreement.
- 1.04 The Parties agree there will be no strikes or lockouts while this Collective Agreement is in effect.

ARTICLE 2
DEFINITIONS

- 2.01 "Code" means *Labour Relations Code*, as amended from time to time.
- 2.02 "Arbitration" shall take meaning from the appropriate section of the Code dealing with the resolution of a dispute or difference.
- 2.03 "Union" shall mean the Alberta Union of Provincial Employees (AUPE). In the event of a change of name of the aforementioned Union, the subsequent name shall be recognized.
- 2.04 "Basic Rate of Pay" shall mean the incremental step in Appendix "A" applicable to an Employee in accordance with the term of this Collective Agreement, exclusive of all premium payments.
- 2.05 "Continuous Employment" shall mean the period of uninterrupted employment within the Bargaining Unit.
- 2.06 "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 shall be determined in accordance with the following:
- (a) "Regular Employee" is one who works on a full-time or part-time basis on regularly scheduled shifts of continuing nature.
 - (i) "Full-time Employee" is one who is regularly scheduled to work the full specified hours in the "Hours of Work" Article of this Collective Agreement;
 - (ii) "Part-time Employee" is one who is regularly scheduled for less than the regular hours specified in the "Hours of Work" Article of this Collective Agreement.
 - (b) "Casual Employee" is one who:
 - (i) is regularly scheduled for a period of three (3) months or less for a specific job; or
 - (ii) relieves for absences the duration of which is three (3) months or less; or
 - (iii) works on a call in basis and is not regularly scheduled.
 - (c) "Temporary Employee" is one who is hired on a temporary basis for a full-time or part-time position:
 - (i) for a specific job of more than three (3) months but less than six (6) months; or

- (ii) to replace a Full-time or Part-time Employee who is or will be off work for a period in excess of six (6) weeks.

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

- 2.07 "Employer" shall mean and include such officers as may from time to time be appointed, or designated to carry out administrative duties in respect of the operation and management of the Shepherd's Care Foundation.
- 2.08 "Facility" means the health facility named as "Employer" in this Collective Agreement.
- 2.09 "Practice Permits/Registration" shall take meaning from the *Health Professions Act R.S.A. 2000, c.H-7* as amended. Registration is not membership in the Union.
- 2.10 "Shift" shall mean a daily tour of duty exclusive of overtime hours.
 - (a) "Shift Cycle" means the period of time when the shift schedule repeats itself. Where the shift schedule does not repeat itself, the term "Shift Cycle" shall be understood to mean a period of time not exceeding four (4) weeks.
 - (b) "Shift Pattern" means days and/or evenings and/or night shifts.
- 2.11 "Month" is the period of time between the date in one month and the preceding date in the following month.
- 2.12 "Union Representative" means a representative from the Union authorized by the Union to act on behalf of an Employee.
- 2.13 "Local" means the Local of AUPE.
- 2.14 "Week" or "Block of Day Shifts" means a period of seven (7) successive days beginning with Monday.
- 2.15 "Shall" means must.
- 2.16 "Bargaining Unit" shall mean the unit of employees as described on the Labour Relations Board Certificate.
- 2.17 "Position" shall mean:
 - (a) the Employee status;
 - (b) the classification; and
 - (c) Full-time equivalency (FTE).
- 2.18 "Status" shall mean either full-time or part-time or temporary or casual as defined above.
- 2.19 "Classification" shall mean job title and pay scale established for the job title.

- 2.20 "FTE" shall mean the ratio of the scheduled bi-weekly hours for the position held by the employee to the normal full-time bi-weekly hours defined in the "Hours of Work" Article in this agreement.
- 2.21 "Parties" shall mean AUPE and Shepherd's Care Foundation.
- 2.22 "Licensed Practical Nurse" shall mean an Employee who is entitled to the designation of Licensed Practical Nurse pursuant to the *Health Professions Act*, as amended, and is a member in good standing of the College of Licensed Practical Nurses of Alberta (CLPNA).
- 2.23 "Health Care Aide" shall mean an Employee who is entitled to the certification of Health Care Aide pursuant to applicable legislation and pursuant to Alberta Health Services regulations.
- 2.24 "Days of Rest/Scheduled Rest Day" means all days when a Full-time Employee is not scheduled to work on the posted and confirmed schedule pursuant to the Hours of Work and Scheduling article.

ARTICLE 3

RECOGNITION AND APPLICATION

- 3.01 (a) The Employer recognizes the Union as the sole bargaining agent for all employees as described in the certificate issued pursuant to the *Code*.
- (b) The Employer acknowledges that the Union has exclusive authority to bargain collectively on behalf of the Employees in the Bargaining Unit for which it is certified and to bind them by a Collective Agreement.
- 3.02 This Agreement will not apply to persons who are agreed between the Parties to be excluded from the Bargaining Unit, or who have been determined by the Labour Relations Board to be excluded under the provisions of the *Labour Relations Code (LRC)*.
- 3.03 (a) Persons whose jobs are not in the Bargaining Unit shall not perform Bargaining Unit work, except for purposes of instruction, in an emergency, or due to unforeseen short term circumstances, and provided that the act of performing the aforementioned work does not displace any Bargaining Unit Employee or reduce the hours of work or pay of any Employee.
- (b) An emergency is defined as any unexpected situation that arises that prohibits the Employer from providing the normal standard of service or endangers the well being of the residents.
- 3.04 The Employer agrees that the Union shall be the sole Bargaining Agent for the incumbents of those positions which are included in classifications set out in this Agreement and all new employees of those existing classifications in the Bargaining Unit, newly created positions inside the Bargaining Unit and any classifications determined by the Labour Relations Board as included in the Bargaining Unit and covered by the Collective Agreement.

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

3.06 Union Representation

- (a) For the purposes of this Collective Agreement, the Union shall be represented by the properly appointed officers designated by the Union. The Union shall provide the Employer with a current list of the officer's names.
- (b) The Employer shall grant Union Representatives access to its premises for Union business subject to notification of the site designate.
- (c) Union membership meetings may be held on Employer premises subject to the approval of the Employer.

3.07 The Employer shall provide a Union-exclusive Bulletin Board at the Site or facility, to be placed, in accessible locations. The Bulletin Board shall be a size large enough for effective communications and information upon which designated space shall be provided where the Union may be permitted to post notices of meetings and other such notices, which may be of interest to Employees. It is not the intention of the Union to post anything objectionable to the Employer.

3.08 All correspondence between the Parties shall flow between designated representatives of the Employer and designated representatives of the Union. Both Parties shall advise each other, in writing, of the names of their representatives.

- 3.09
- (a) The Employer shall advise new Employees of the fact that a Collective Agreement is in effect. Employees shall be given a Union orientation by the Union on the Employer's time.
 - (b) An Employee shall have the right to wear the Union apparel/lapel pin/button during working hours.
 - (c) An Employee shall have the right to wear or display the recognized insignia of the Union, in accordance with the policies and procedures of the Employer.

3.10 The Employer and the Union will each pay one-half (1/2) of the cost of printing enough copies of this Agreement to provide each Employee with one (1) copy. A copy of the Collective Agreement shall be provided to each Employee on commencement of employment by the Employer or at the Union Orientation. The printing of the Collective Agreements will be processed at AUPE Headquarters.

3.11 Application of the Collective Agreement

In the event any provision of this Collective Agreement is in conflict with any present or future statute of the Province of Alberta applicable to the Employer, the section so affected shall be altered or amended forthwith in a manner agreeable to both Parties so as to incorporate required changes. Such action shall not affect any other provisions of this Collective Agreement.

- 3.12 Any changes deemed necessary in the Collective Agreement shall be made by mutual agreement at any time during the existence of this Collective Agreement. Such changes shall be in writing and duly signed by authorized agents of the Parties.
- 3.13 Where a conflict exists between a provision contained in this Collective Agreement and any subject matter covered by the Employer's policies, regulations, guidelines or directives, the Collective Agreement shall apply.
- (a) Only Employees entitled to designation as a Licensed Practical Nurse (LPN) pursuant to the *Health Professions Act R.S.A. 2000, c.H-7* as amended, shall be employed as a Licensed Practical Nurse and shall replace an LPN who is unavailable for work.
- (b) Only Employees certified or deemed competent as a Health Care Aide (HCA) shall be employed as a Health Care Aide and shall replace a HCA who is unavailable for work.

ARTICLE 4

UNION MEMBERSHIP AND DUES DEDUCTION

- 4.01 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) to voluntary membership in the Union.
- 4.02 All Employees shall be required to pay Union Dues. The Employer shall, therefore, as a condition of employment, deduct each pay period the amount of the Union Dues as set by the Union from time to time from the pay of all Employees.
- 4.03 (a) The Employer shall remit Union Dues deducted from the pay of all Employees to the Union after each pay period no later than the following pay period. Where an accounting adjustment is necessary to correct an over or under payment of dues, it shall be implemented and applied in the succeeding pay period. The deduction remitted shall be accompanied by a list specifying the following:
- Each Employee's name and status/ designation;
 - Identification number;
 - Classification(s) (by numeric payroll system code);
 - Job title/ position;
 - Location of employment/ department;
 - Date of hire;
 - Rate of pay; and the

- Amount of deduction for each employee and the amount of the employee's bi-weekly earnings;
 - If the Employee is on a leave of absence without pay.
- (b) Additionally, the Employer shall supply to the Union, four times (4X) each calendar year January, April, July and October, a report from the Employer's records including the following Employee information:
- Mailing address, city / town / postal code;
 - Last known phone number;
 - Commencement date;
 - Hourly rate(s) of pay;
 - Appointment type(s) i.e. full-time, part-time, casual; and
 - Full-time Equivalency (FTE).

4.04 The Employer shall provide the Union Chapter Chairperson, a monthly list, of the name(s) of new Employee(s) hired for positions in the Bargaining Unit.

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

4.06 The Employer will indicate the dues deducted and enter the amount on the T-4 slips supplied to the Employee.

ARTICLE 5

MANAGEMENT RIGHTS

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

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

- (a) Maintain order, discipline, efficiency and to make, alter and enforce, from time to time, rules and regulations to be observed by an Employee, which are not in conflict with any provision of this Collective Agreement;
- (b) Direct the working force and to create new classifications and work units and to determine the number of Employees, if any, needed from time to time in any work unit or classification and to determine whether or not a position, work unit, or classification will be continued or declared redundant;
- (c) Hire, promote, transfer, lay-off and recall Employees;

- (d) Demote, discipline, suspend or discharge for just cause.

ARTICLE 6

WORKPLACE RESPECT- NO DISCRIMINATION/ NO HARASSMENT

- 6.01 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, sexual orientation, marital status, physical disability, mental disability or disorder, or any other prohibited grounds as provided in the *Alberta Human Rights Code*, nor by reason of membership or non-membership or activity in the Union nor in respect of an Employee's or Employer's exercising any right conferred under this Collective Agreement or any law of Canada or Alberta.
- 6.02 The Parties agree that respect and dignity for all persons is an acceptable minimum standard in the workplace. Violence in the workplace will not be tolerated.
- 6.03 The Union and the Employer recognize the right of the Employees to work in an environment free from harassment and the Employer after proper investigation, may discipline for just cause any person employed by the Employer engaging in the harassment of another Employee. The OHS Act defines harassment as a unwelcome conduct, comment, bullying or action by a person that the person knows or ought reasonably to know will cause offence or humiliation to a worker, or adversely affects the worker's health and safety and includes comments on race, colour, creed, national origin, political or religious belief, gender, sexual orientation, marital status, physical disability, mental disability or disorder, or any other of the grounds of discrimination.
- 6.04 Workplace Harassment is behaviour intended to intimidate, offend, degrade or humiliate a particular person or group. It may occur through, but is not limited to, jokes, remarks, physical touch, threats, or intimidation, based on age, race, colour, creed, national origin, political or religious belief, gender, sexual orientation, marital status, physical disability, mental disability or disorder, or any other of the grounds of discrimination.
- 6.05 The Employer's investigation procedure will not limit an Employee's right to seek redress through any other available procedure including:
- (a) Grievance procedure; and
 - (b) Alberta Human Rights Commission.

ARTICLE 7
IN-SERVICE PROGRAMS

- 7.01
- (a) The Parties to this Agreement recognize the value of continuing in-service education for Employees in auxiliary nursing and that the responsibility for such continuing education lies not only with the individual, but also with the Employer. The term "in-service" includes: orientation, acquisition and maintenance of essential skills and other programs, which may be offered by the Employer.
 - (b) Employees who, with the prior approval of their supervisor, attend an in-service or development program shall not suffer a loss of pay for such attendance.
 - (c) An Employee who is required to attend a training course or seminar, shall be paid at straight time for attendance at such a meeting, or granted time off in lieu.

7.02 The Employer's staff training and development policy governing in-service programs will include mandatory elements, as modified from time-to-time, and may include, but will not be limited to the following:

- (a) Emergency preparedness [including fire, evacuation and disaster procedures];
- (b) CPR (when established by the Employer as a mandatory qualification);
- (c) occupational health & safety matters injuries arising from repetitive movements or strains;
- (d) prevention of resident abuse, *Protection for Persons in Care* legislation and regulations; privacy and client confidentiality;
- (e) dementia care training, prevention and management of staff abuse;
- (f) residents' rights and customer service;
- (g) workplace hazardous materials information systems (WHMIS) training;
- (h) a certification under the Food Safe or other programs as may be required by the regulatory authority.

7.03 **Professional Development**

Upon written advance request and sufficient notice by regular employees designated pursuant to the *Health Professions Act* as amended; and when operational requirements permit, the Employer will not unreasonably deny three (3) professional development days annually or professional development - one (1) day which shall include annual CPR renewal, at the Basic Rate of Pay.

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

ARTICLE 8
PROBATIONARY PERIOD AND ORIENTATION

- 8.01 (a) Each Full-time Employee shall first serve a single probationary period of three (3) months' full time employment or five hundred and six (506) hours worked, whichever occurs first.
- (b) In the case of part-time or temporary Employees who upon completion of six (6) calendar months of employment and who have not completed five hundred and six (506) hours, their probationary period has been completed.
- (c) Casual Employees shall serve a single probationary period of five hundred and six (506) hours worked.
- (d) If a new Employee is unsatisfactory in the opinion of the Employer, such Employee may be dismissed or their employment terminated, in writing, at any time during the probationary period without cause, and such dismissal or termination of employment shall be subject to appeal through the grievance procedure but shall not be subject to arbitration.
- 8.02 By mutual agreement in writing between the Union and the Employer, the probationary period may be extended up to a maximum of one hundred and sixty nine (169) hours worked. During the extended period, and if in the opinion of the Employer, the Employee is found to be unsatisfactory, such Employee may be dismissed or their employment terminated, in writing at any time during the extended period without cause. Such dismissal or termination of employment shall not be subject to the arbitration procedure.
- 8.03 The Employer shall provide a performance appraisal of each probationary Employee at least once during their probationary period.
- On or before the completion of the Employee's probationary period, the Employer will notify the Employee in writing confirming that:
- (a) the Employee has passed their probation and maintains their current casual position or maintains their current position as a regular full time or regular part time Employee as per their current FTE; or
- (b) their employment will be terminated.
- 8.04 The Employer shall provide a paid orientation for all Employees, including:
- (a) orientation for each shift pattern (days, and/ or evenings, and/ or nights) that the Employer assigns the Employee to work; and
- (b) an orientation to the site and/or Employer organization;

(c) an Employee's request for up to three (3) paid orientation shifts under guidance or supervision in resident care, or when requested in writing up to five (5) paid orientation shifts, shall not be unreasonably denied. The orientation period may be extended at the Employer's discretion;

(d) No Employee shall be expected to work without paid orientation.

8.05 A representative of the Union shall have the right to make a presentation of twenty (20) minutes to the new Employees on the Employer's premises. Attendance at the presentation shall not be compulsory.

ARTICLE 9 **SENIORITY**

9.01 (a) The seniority date of all Regular Employees shall be the date upon which the Regular Employee commenced in the Bargaining Unit, including all prior periods of uninterrupted service as a Casual, Temporary, or Regular Employee.

(b) Seniority shall not apply during the probationary period; however, once the probationary period has been completed, seniority shall be credited from the seniority date established pursuant to clause 9.01(a).

9.02 Seniority shall be considered in determining the following:

(a) preference of vacation time;

(b) layoffs and recalls;

(c) promotions, transfers, and in filling all vacancies within the Bargaining Unit;

(d) scheduling of shifts including;

(i) shift schedule changes, or

(ii) the selection of available shifts based upon a new master rotation;

(e) distribution and allocation of additional hours of work for Part-time employees who have designated in writing their availability;

(f) distribution and allocation of overtime hours;

(g) assignment of the hourly premium for in charge, security, pager and any other responsibilities, which may be waived by a senior employee, provided there is a less senior qualified employee on duty.

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

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

- (b) upon the expiry of fifteen (15) months following the date of initial layoff, if during such time the Employee has not been recalled to work;
 - (c) if an Employee does not return to work when recalled, as provided in the "Layoff, Recall and Severance" Article.
- 9.04
 - (a) Seniority lists shall be provided by the Employer to the Union two times (2X) a year in January and July or when Employees have been served notice pursuant to the provisions of the "Layoff, Recall and Severance" Article. The Employer shall also post a copy of the seniority list on the joint bulletin board provided two times (2x) a year in January and July.
 - (b) Employees will have four (4) weeks to take issue with any changes made to the seniority list since the last list was provided to the Union, otherwise the seniority list will be deemed correct.
- 9.05 The seniority list shall contain the name of each Regular Employee, their employment status, position/ job title(s), their date of hire and FTE hours.
- 9.06 Should a difference arise regarding an Employee's seniority, the Employer will provide the Employee with the information necessary to establish accurate seniority.
- 9.07 Seniority Tie Breaking
 - (a) Where two (2) or more Employees have the same seniority date, the Union will conduct a random ordering to produce individual ranking of seniority.
 - (b) Order of seniority established through the application of this Article shall continue in force and effect thereafter.

ARTICLE 10

APPOINTMENTS, VACANCIES AND PROMOTIONS

- 10.01 When a new position is created or when a vacancy occurs in any classification covered by this Collective Agreement:

 The Employer shall post notices of all vacancies not less than seven (7) calendar days in advance of filling the vacancy; and

 The posting shall contain the following information:
 - (a) qualifications and/or competencies as required;
 - (b) employment status (Regular, Temporary, Casual);
 - (c) classification and full-time equivalency (FTE);
 - (d) range of rate of pay;
 - (e) if temporary, the anticipated duration of such position; and

- (f) number of hours per shift, shift pattern and the shift cycle.

All applications for job postings shall be made in writing to the contact person designated on the posting.

10.02 A copy of all job postings shall be forwarded to the Chapter Chairperson.

At time of hire or transfer, or change of hours in accordance with the "Hours of Work and Scheduling" Article, or change of category in accordance with clauses 38.02 or 38.03, all Employees shall receive a letter, which shall include the following:

- (a) status (Regular, Temporary or Casual);
- (b) classification;
- (c) number of hours per Shift and Shifts per Shift cycle;
- (d) date of hire and transfer (if applicable); and
- (e) Increment level.

These shall not be altered except by mutual agreement with AUPE and the operation of the provisions of this Collective Agreement.

- 10.03
- (a) When filling vacancies, the determining factors shall be job related skills, training, knowledge, ability and experience, and where those factors are relatively equal, seniority shall be the deciding factor.
 - (b) For vacancies within the Bargaining Unit the Employer shall give first priority and consideration for selection to applicants who are members of the Millwoods Manor and Southside Manor work site, applications from other Employees in other AUPE Shepherd's Care Foundation Bargaining Units second before considering applicants from outside the Bargaining Unit.

10.04 When the posting process is completed and the position is awarded, notice of the award will be posted within five (5) working days of the decision with a copy to the Employee and the Chapter Chairperson.

10.05 Trial Period

- (a) Where an Employee is transferred through competition, reclassified, or promoted, the Employer may require that the Employee serve a full trial period of two hundred and thirty-two point five (232.5) hours worked in their new position.
- (b) The trial period may be extended by the number of hours absent during the prescribed period.
- (c) If the trial period is deemed unsuccessful, the Employee may revert to their former position, rate of pay and increment step, without loss of seniority.

- 10.06 A Regular Employee who applies for and is successful on a temporary posting shall maintain their status as a Regular Employee. A casual Employee who applies for and is successful for a temporary position shall receive all entitlements and benefits applicable to a temporary Employee. At the completion of the temporary term, the Regular Employee shall return to their former position. At the completion of the Employee's temporary term, the casual Employee shall resume the normal terms and conditions of employment applicable to a casual Employee.
- 10.07 The foregoing provisions shall be waived by the Parties upon written mutual agreement, and deemed inoperative when placement of an Employee in a job is effected to accommodate an Employee disability.

ARTICLE 11
HOURS OF WORK and SCHEDULING

- 11.01 Regular hours of work for Full-time Employees, exclusive of meal periods shall be:
- (a) seven and three-quarter (7 3/4) consecutive hours per day;
 - (b) thirty-eight and three-quarter (38 3/4) hours per week averaged over one complete cycle of the shift schedule.
- 11.02 Paid Breaks
- (a) The Employer shall provide one (1) paid break of fifteen (15) minutes during each shift of not less than three point eight seven (3.87) hours or;
 - (b) The Employer shall provide two (2) fifteen (15) minute paid breaks or one thirty (30) minute paid break per full shift of seven and three-quarter (7 3/4) hours. These options are subject to the operational requirements of the Employer.
 - (c) If an Employee is required to work or recalled to duty during their paid break, the Employer shall be given a full paid break later in their shift, or, where that is not possible, shall be paid for the break at two times (2X) the Employee's Basic Rate of Pay.
- 11.03 Working During Meal Breaks
- (a) An unpaid meal break of not less than one half (1/2) hour shall be granted to all Employees wherever possible at approximately the midpoint of each seven and three-quarter (7 3/4) shift.
 - (b) If an Employee is required to work or is recalled to duty during their meal break, compensating time off for the full meal break shall be provided later in the shift, or the Employer shall be paid at two times (2X) the Basic Rate of Pay for the full meal break.

- (c) If the Employer requires an Employee to be readily available for duty during their meal break, the Employee shall be so designated in advance and be paid for that meal break at their Basic Rate of Pay for the full meal break.

11.04 Work Schedules and Shifts

Employees shall be aware that, in the course of their regular duties, they may be required to work on various shifts throughout the twenty-four (24) hour period of the day and seven (7) days of the week. The first shift of the working day shall fall between 2245 and 0715 hours.

- 11.05 (a) The Employer's operations are continuous twenty four (24) hours per day seven (7) days per week and the Union recognizes that the Employer requires shifts of days, evenings and nights.
- (b) The Employer shall consider when scheduling shifts, an Employee's request for certain shift schedules. A request by an Employee to work permanent days, evenings or nights shall not be unreasonably withheld by the Employer.

11.06 Shift Scheduling Standards and Premiums for Non-Compliance

- (a) Effective starting within four (4) calendar weeks following Date of Ratification (June 12, 2023), shift schedules for Full-time and Part-time Employees will be posted not less than twelve (12) weeks in advance. An Employee's shift schedule may be changed after it is posted provided that the Employer gives the Employee fourteen (14) calendar days' notice of such change and the change is confirmed in writing with the Employee and written on the shift schedule. For clarification purposes - changing from one floor to another in the same facility does not constitute a shift change.
- (b) If the fourteen (14) calendar days' notice is not given, the Employee is entitled to two times (2X) their Basic Rate of Pay for all regular hours scheduled and worked on the first shift of the revised schedule.
- (c) In the event of an act of God or emergency such as fire, flood or other circumstances beyond the control of the Employer, the fourteen (14) day notice period will not apply.

11.07 Allocation of Additional Shifts

- (a) If they wish to pick up additional shifts, Regular and Temporary Part-time Employees and Employees on layoff (including Employees who have had the hours in their Regular Full or Part-time position reduced through the "Layoff, Recall and Severance" Article) shall submit their availability in writing as per the Employer's process. Should the Employer change their process, they will provide the Union with thirty (30) calendar days' notice of such change.
- (b) Where there are additional shifts available, the Employer shall offer the shifts to Employees employed in the classification as follows:

- (i) First to Employees on layoff from that classification (including Employees who have had the hours in their Regular Full or Part-time position reduced through the "Layoff, Recall and Severance" Article), who have submitted their availability, on the basis of seniority;
 - (ii) Then to Regular and Temporary Part-time Employees from that classification, who have submitted their availability, on the basis of seniority;
 - (iii) Then to casual Employees on a rotational basis; and
 - (iv) Then to Regular and Temporary Full-time Employees on the basis of seniority.
- (c) If an Employee requests a schedule change agreeable to the Employer, this clause does not apply.
 - (d) At the request of the Union or the Employer, the Parties agree to meet to discuss the distribution of additional hours of work and overtime hours of work.

11.08 Shift Schedule Posting

The shift schedules for Employees shall provide for:

- (i) at least fifteen and one-half (15 1/2) hours off-duty between shifts;
- (ii) no more than six (6) consecutive scheduled days of work except when mutually agreed to between the Employee and the Employer;
- (iii) not more than two (2) different shift starting times between scheduled days off;
- (iv) no shift shall be less than three (3) hours;
- (v) two (2) weekends off in each four (4) week period. "Weekend" shall mean a Saturday and the following Sunday, assuring a minimum period of sixty (60) hours off duty;
- (vi) and at least two (2) consecutive days of rest.

11.09 Schedule Changes

If the Employee is required by the Employer to change shifts without receiving fifteen and one-half (15 ½) hours off duty, they shall be paid premium pay at two times (2X) their Basic Rate of Pay for that shift.

If the Employee requests a schedule change agreeable to the Employer, this clause shall not apply. This clause shall not apply in cases when clause 11.06 has been applied in altering a shift schedule.

11.10

Shift Exchanges

- (a) Employees may exchange shifts between themselves, provided that:
 - (i) the exchange is agreed to and documented by the affected Employees; and
 - (ii) prior approval of such exchange has been given by the Employee's immediate supervisor. The request is approved when such supervisor documents and communicates their approval to the Employee submitting the request.
- (b) Shift Exchange Request forms will be accepted for consideration up to twenty-four (24) hours before the actual shift as long as the requested exchange does not incur overtime.
- (c) There shall be no shift exchanges through two (2) or more pay periods or with a Casual Employee. A request to exchange shifts shall not be unreasonably denied.
- (d) Approved exchanges shall be recorded on the shift schedule.
- (e) Such exchange shall not be deemed a violation of the provisions of this Collective Agreement.

11.12

Any Employee who reports for work, as requested, or scheduled, and is sent home for any reason other than disciplinary shall be paid the minimum for three (3) hours at the Employee's regular rate of pay.

11.13

Daylight Savings Time and Mountain Standard Time

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

11.14

Split Shifts

There shall be no split shifts with the exception of modified work shifts prescribed by a physician to accommodate an employee's disability.

11.15

Extended Hours of Work

Flexible, compressed or extended hours of work may be implemented only upon mutual written agreement of the Union, Employee and Employer.

11.16

Standby or On-Call Duty

A Regular Employee who is called back and required to return to work outside of their regular hours shall be paid for any one (1) call at either:

- (a) the overtime rate as specified in the "Overtime" Article, or
 - (b) three (3) hours at the Basic Rate of Pay;
- whichever is greater.

11.17

Weekend Position

- (a) Notwithstanding the other clauses of the Collective Agreement, the Employer may post a position which requires the successful applicant to work every weekend as a part of their schedule/shift cycle in which case the schedule/shift cycle will not be deemed to violate any of the clauses of the Collective Agreement and working such shifts shall not entitle the Employee to overtime.
- (b) Weekend positions must be posted as per the "Appointments, Vacancies and Promotions" Article.
- (c) The introduction of weekend positions shall not be as a result of schedule changes which remove a weekend shift from a current Employee in order to create the weekend position.

ARTICLE 12
OVERTIME

12.01

- (a) Overtime is all time authorized by the Employer and worked by an Employee in excess of the regularly scheduled daily hours, weekly hours of work, or on a Scheduled Rest Day or any violation of the "Hours of Work and Scheduling" Article. If mutually agreed between the Employee and the Employer, equivalent time off in lieu of pay may be granted and scheduled at the discretion of the Employee.

Time off not taken within twelve (12) months from the date earned shall be paid out at overtime rates.

- (b) The Employer shall designate an individual on the facility premises who may authorize overtime. The Employer shall not unreasonably deny authorization after the fact for overtime worked where such overtime arises as a result of unforeseeable circumstances in which it is impossible to obtain prior authorization.

12.02

The overtime rate of two times (2X) the applicable Basic Rate of Pay shall be paid for overtime worked.

12.03

Rest Period and Meal Breaks

An Employee required to work more than two (2) hour overtime shall be provided with a fifteen (15) minute paid rest period prior to working the overtime. Where overtime of three (3) hours or more is required, the Employer shall provide a one half (1/2) hour meal break with pay at the Employee's option.

ARTICLE 13
SALARIES

- 13.01 The Basic Rate of Pay as set out in the Appendix A - Salary Grids shall be applicable to all Employees covered by this Collective Agreement.
- 13.02 Wage rates are effective on the dates specified in Appendix A.
- 13.03 An Employee's Basic Rate of Pay will be advanced to the next higher Basic Rate of Pay following:
- (a) in the case of a Full-time Employee, two thousand and twenty-two decimal seven five (2,022.75) hours paid, exclusive of all overtime hours, or
 - (b) Part-time and Casual Employees shall be entitled to an increment on the completion of two thousand and twenty-two decimal seven five (2,022.75) hours paid.
- 13.04 Retroactivity
- An Employee must be employed on or as of the date of ratification in order to receive the wage rates in the attached schedules.
- There is no retroactive pay for Employees who are not employed with the Employer on the date of ratification.
- 13.05 Recognition of Previous Experience
- (a) For the purpose of establishing the Basic Rate of Pay, the Employer shall recognize previous experience satisfactory to the Employer provided that not more than two (2) years have elapsed since such experience was obtained.
 - (b) Previous experience will be recognized in complete yearly units of two thousand and twenty-two decimal seven five (2,022.75) hours.
- 13.06 Employees who terminated employment from the Employer and then are re-employed will be placed at the same increment on the salary scale upon re-employment provided that:
- (a) they are re-employed into exactly that same classification that they held prior to termination;
 - (b) that their re-employment is within two (2) years of their prior termination.
- 13.07 When an Employee voluntarily transfers to a classification with a lower rate of pay their salary shall be adjusted immediately to the basic rate the Employee would have been entitled to had the Employee been on the lower rated classification from commencement of employment.
- 13.08 Employees required by the Employer to attend mandatory staff meetings, shall be paid at the applicable rate of pay, for attendance at such meetings.

- 13.09 There shall be no pyramiding of differentials, premiums, and bonuses for purposes of computing overtime hourly rates, unless so stated expressly in this agreement.
- 13.10 Paydays shall be on a bi-weekly basis by direct deposit, in accordance with the Employer's established practice.
- 13.11 Should the Employer issue an Employee an overpayment of wages and/or other compensation, then the Employer may make the necessary monetary adjustments and take such internal administrative action necessary to correct such errors. The Employer shall notify the Employee in writing that an overpayment has been made and discuss repayment options with the Employee. By mutual agreement between the Employer and the Employee, repayment arrangements shall be made. In the event mutual agreement cannot be reached, the Employer shall recover the overpayment by deducting up to ten percent (10%) of the Employee's gross earnings per pay period. If the Employee's employment ceases prior to full repayment is made, the Employer may deduct the balance left owing from the Employee's final pay cheques or other funds due to the Employee.
- 13.12 At least once a month, for an Employee who has worked in that period, the Employer shall advise the Employee of the Employee's:
- (a) accrued and unused sick leave credits, if any;
 - (b) unused and banked Named Holidays in lieu, if any;
 - (c) accrued and unused vacation time, if any; and
 - (d) RRSP contributions, if any.

ARTICLE 14

SHIFT DIFFERENTIAL

- 14.01 (a) A shift differential of two dollars and seventy-five cents (\$2.75) per hour shall be paid:
- (i) to Employees working a shift where the majority of such shift falls within the period of fourteen hundred forty-five (1445) hours to twenty-three hundred (2300) hours provided that greater than one hour is worked between fourteen hundred forty-five (1445) hours and twenty-three hundred (2300) hours; or,
 - (ii) to Employees for each regularly scheduled hour worked between fourteen hundred forty-five (1445) hours to twenty-three hundred (2300) hours provided that greater than one (1) hour is worked between fourteen hundred forty-five (1445) hours and twenty-three hundred (2300) hours;
 - (iii) to Employees for all overtime hours worked which fall within the period of fourteen hundred forty-five (1445) hours to twenty-three hundred (2300) hours.

- 14.02 (a) A shift differential of five dollars (\$5.00) per hour shall be paid:
- (i) to Employees working a shift where the majority of such shift falls within the period of twenty-three hundred (2300) hours to zero seven hundred and fifteen (0715) hours provided that greater than one (1) hour is worked between twenty-three hundred (2300) hours and zero seven hundred and fifteen (0715) hours; or,
 - (ii) to Employees for each regularly scheduled hour worked between twenty-three hundred (2300) hours to zero seven hundred and fifteen (0715) hours provided that greater than one (1) hour is worked between twenty-three hundred (2300) hours and zero seven hundred and fifteen (0715) hours;
 - (iii) to Employees for all overtime hours worked which fall within the period of twenty-three hundred (2300) hours to zero seven hundred and fifteen (0715) hours.
- 14.03 Shift differential payments shall not be considered as part of the Employee's Basic Rate of Pay. Shift differential does not apply to the zero seven hundred for (0700) hours to fifteen hundred and fifteen (1515) hours day shift.
- 14.04 An Employee shall receive both shift differential and weekend premium in addition to Basic Rate of Pay and overtime pay.

ARTICLE 15 **WEEKEND PREMIUM**

- 15.01 A weekend premium of three dollars and twenty-five cents (\$3.25) per hour shall be paid to employees who work a shift where the majority of the hours of such shift falls between fifteen hundred fifteen (1515) hours on Friday and zero seven hundred and fifteen (0715) hours on Monday. Weekend premium shall not be considered as part of the Employee's Basic Rate of Pay.
- 15.02 Where applicable, an Employee shall receive both shift differential and weekend premium with regular and overtime pay.

ARTICLE 16 **UNION STEWARDS**

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

- 16.02 The Union reserves the right to appoint a Union Steward to represent a work area that has no Union Steward.
- 16.03 A list of Union Stewards shall be supplied by the Union to the Human Resources Department and the Site Manager. The Human Resources Department shall be advised in writing of any change to the list. The list shall be updated by the Union annually.
- 16.04 The Chapter and its members shall have the right at any time to the assistance of Union Staff Representatives when dealing or negotiating with the Employer and when processing a grievance.

16.05 Union Representatives Leave

When it is necessary for a Union member to make a request for a leave of absence to perform the duties of any office of the Union, the application for leave must be made in writing to the Employer for approval. The application for leave will be made in writing to the proper officer of the Employer with as much advance notice as possible. Where possible, four (4) weeks advance notice will be provided except that in extenuating circumstances the time factor may be waived or reduced.

- (a) The Employer shall not unreasonably withhold leave of absence for Employees elected or appointed to represent the Union at Conventions, Workshops, Institutes, Seminars, and Schools, to attend meetings as a member of the Union's Provincial Executive Board or for members to attend to any other business of the Union that may arise.
- (b) When leave to attend Union business has been approved, it is granted with pay including any differentials or premiums the Member would have received had they been at work. The Union agrees to reimburse the Employer for actual salary, differentials and premiums paid to the Employee while on leave plus an amount determined by the Employer to cover the cost of benefits.
- (c) An Employee who is elected for a full-time position with the Union shall be granted leave of absence without pay and without loss of seniority. If it is permissible under the pension and group life plan and any other welfare plans, the Employee shall have the right to pay the full cost, including the Employer's share, during the period of such leave of absence.
- (d) Employees who are selected for any staff position with the Union, or any body with which the Union is affiliated, shall be granted a leave of absence without pay for a period of two (2) years. Extension of such leave may be granted, if submitted in writing and approved by the Employer. Approval of an extension will be dependent on operational requirements and will not be unreasonably withheld. The Employee will be permitted to work for gain for such leave.

16.06

Negotiations

An Employee elected or appointed to the Union Bargaining Committee shall be granted time off with pay (actual salary paid including differentials and premiums where applicable) and without loss of seniority in order to prepare for and participate in negotiations with the Employer. When requesting such leave, the Employee shall endeavor to provide as much advance notice as possible to the Employer. The Union agrees to reimburse the Employer for actual salary paid to the Employee while on leave plus an amount determined by the Employer to cover the cost of benefits.

ARTICLE 17
NAMED HOLIDAYS

17.01

The following are the Named Holidays:

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

And all general holidays (commonly called STAT holidays) proclaimed by the City or Municipality or the Province of Alberta or the Government of Canada.

Effective September 30, 2023, amend 17.01 as follows:

The following are the Named Holidays:

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

And all general holidays (commonly called STAT holidays) proclaimed by the City or Municipality or the Province of Alberta or the Government of Canada.

17.02

To qualify for a Named Holiday with pay, the Employee must:

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

- (b) work on the holiday when scheduled.
- 17.03 Regular Full-time Employees shall be entitled to a day off with pay on a Named Holiday. A Regular Full-time Employee required by the Employer to work on a Named Holiday shall be paid for all hours worked on a Named Holiday at one point five times (1.5 X) the Basic Rate of Pay and at two times (2.0 X) the Basic Rate of Pay for the named holidays of Christmas Day and New Year's Day, plus:
- (a) payment for such day at the Basic Rate of Pay; or
 - (b) an alternate day off at a mutually agreed time; or
 - (c) by mutual agreement, a day added to her next annual vacation.
- 17.04 When a paid holiday falls on a day that would otherwise be a Regular Full-time Employee's regularly scheduled day off, the Employee shall receive an alternate day off with pay as outlined in clause 17.03 above.
- 17.05 When a Named Holiday falls during a Regular Full-time Employee's annual vacation, such holiday may, by mutual agreement, be added to the vacation period, or the alternate day off shall be dealt with as per clause 17.03 above. No Employee is responsible for making arrangements for replacements.
- 17.06
- (a) A Regular Part-time Employee required to work on a Named Holiday shall be paid for all hours worked at one point five times (1.5 X) their Basic Rate of Pay and at two times (2.0 X) the Basic Rate of Pay for the named holidays of Christmas Day and New Year's Days.
 - (b) Each pay period, Regular Part-time Employees shall be paid five percent (5%) of their regular earnings paid at the Basic Rate of Pay, in lieu of Named Holidays as per clause 17.01.
- 17.07 An Employee shall not be entitled to payment for a Named Holiday or a day off in lieu thereof when the Employee is:
- (a) on layoff;
 - (b) in receipt of *Workers' Compensation* benefits;
 - (c) on an unpaid leave of absence;
 - (d) on other leaves of absence in excess of thirty (30) days;
 - (e) receiving paid Sick Leave, Short Term Disability or Long Term Disability Benefits.

- 17.08 An Employee shall be so scheduled as to provide the Employee with days off on either Christmas or New Year's Day off unless otherwise requested by the Employee.
- (a) An Employee granted Christmas Day off in accordance with clause 17.08 shall be scheduled such that the Employee shall have two (2) consecutive days where they shall not be obligated to work (i.e. December 24th and December 25th or December 25th and December 26th);
 - (b) To help ensure all employees have equitable access to time off during the Christmas period; Christmas Day and New Year's Day will alternate days worked, i.e. one year the employee will work Christmas Day, and it will be scheduled off the following year. The Employer has the option to change the schedules in order to accommodate the Christmas and New Year's Holidays.
 - (c) An Employee granted New Year's Day off in accordance with clause 17.08 shall be scheduled such that they shall have two (2) consecutive days where the Employee shall not be obligated to work (i.e. December 31st and January 1st or January 1st and January 2nd);
 - (d) The application of clause 17.08 shall supersede the scheduling provisions of clause 11.07.
- 17.09 If a Regular Full-time Employee has not taken their alternate day(s) off (clauses 17.03 and 17.04) as of the first full pay period including March 1 every year, they shall be paid out at their Basic Rate of Pay.

ARTICLE 18

ANNUAL VACATION

18.01 For the purpose of this Article, "Vacation" means vacation with pay.

18.02 Vacation Entitlement for Regular Full-time Employees

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

- (a) During the first (1st) to the second (2nd) year of such employment, an Employee earns a vacation entitlement of three (3) weeks (fifteen (15) paid working days);
1 – 2 years = 3 weeks (6%)
- (b) During each of the third (3rd) to twelfth (12th) years of employment, an Employee earns a vacation entitlement of four (4) weeks (twenty (20) paid working days);
3 – 12 years = 4 weeks (8%)

- (c) During the thirteenth (13th) to nineteenth (19th) years of employment, an Employee earns a vacation entitlement of five (5) weeks (twenty-five (25) paid working days);
13 – 19 years = 5 weeks (10%)
- (d) During the twentieth (20th) years and onward with years of employment, an Employee earns a vacation entitlement of six (6) weeks (thirty (30) paid working days).
20+ years = 6 weeks (12%)

Years 1 – 2	3 weeks	6%
Years 3 – 12	4 weeks	8%
Years 13 – 19	5 weeks	10%
Years 20+	6 weeks	12%

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

$$\begin{array}{l} \text{Hours worked at the} \\ \text{rate specified in clause} \\ 18.03 (b) \end{array} \times \begin{array}{l} \text{The applicable \% as} \\ \text{outlined below} \end{array} = \begin{array}{l} \text{Number of} \\ \text{hours paid} \\ \text{vacation time to} \\ \text{be taken} \end{array}$$

- (i) six percent (6%) during the first (1st) to second (2nd) year (1 – 2 years = 3 weeks or 6%); or
 - (ii) eight percent (8%) during each of the third (3rd) to twelfth (12th) years of employment (3 – 12 years = 4 weeks or 8%); or
 - (iii) ten percent (10%) during the thirteenth (13th) to nineteenth (19th) years of employment (13 – 19 years = 5 weeks or 10%); or
 - (iv) twelve percent (12%) during the twentieth (20th) and subsequent years of employment (20+ years = 6 weeks or 12%).
- (b) For the purpose of clause 18.03 (a), hours worked shall include hours worked and paid at the Basic Rate of Pay and sick leave with pay.

18.04 Vacation with pay shall not accrue during periods while:

- (a) on layoff; and
- (b) on unpaid absence during which the Employee is in receipt of Short Term Disability Insurance Plan or the Long Term Disability Insurance Plan, or WCB; and
- (c) on leave of absence in excess of thirty (30) calendar days for any reason.

18.05 Vacation Pay on Termination

An Employee upon termination shall receive vacation pay at their Basic Rate of Pay for all vacation earned.

18.06

Time of Vacation

- (a) All vacation shall be taken at a mutually agreeable time.
- (b) The Employer shall post the vacation schedule planner by March 1st of each year. Where an Employee submits their vacation preference by April 1st of that year, approval shall be granted in order of seniority by April 30th of the same year. Seniority within each classification shall be the determining factor when there is a dispute regarding preference for the time that vacation is to be taken. For the purposes of this agreement the annual vacation year is from May 1st to April 30th.
- (c) When an Employee submits a request in writing after April 30th for vacation, the Employer shall indicate approval or disapproval in writing of the vacation request within ten (10) days of the request. No request shall be unreasonably denied for any reason.

18.07

Once vacations are authorized by the Employer they shall not be changed except in cases of emergency or by mutual agreement between the Employer and the Employee.

No Employee is responsible for making arrangements for replacements.

18.08

An Employee called back by the Employer to work during their vacation will receive two times (2X) their Basic Rate of Pay for hours worked. In addition to receiving the premium pay, the time so worked will be rescheduled as vacation leave with pay.

18.09

Provided an Employee has taken a minimum of two (2) weeks of their annual vacation entitlement, upon written request an Employee shall be permitted to maintain a level of vacation accrual up to one (1) year vacation entitlement, plus an additional five (5) days. An Employee may carry forward more than one (1) year's vacation entitlement if mutually agreed to between the Employee and the Employer.

18.10

Supplementary Vacation

- (a) The major milestones of continuous employment shall be at twenty (20), twenty-five (25), thirty (30) and thirty-five (35) years of employment based upon the anniversary date of the Employee.

- (i) Upon attaining the major milestones of continuous employment, Regular employees shall qualify for a one-time supplementary paid leave of five (5) work days, over and above normal annual vacation as provided above. Utilization of this one-time paid leave is limited to the twelve (12) month period immediately following attainment of the service milestone, and is subject to the established provisions governing the scheduling of vacation. There is no carry-over or carry-forward privilege for any portion of paid leave which remains unused at the end of the twelve (12) month limited period. At the end of the twelve (12) month limited period, any unused paid leave shall be paid out. For Regular part-time employees this paid leave time is paid on a pro-rata basis in accordance with the ratio of the part-time employee's scheduled bi-weekly hours compared to the scheduled bi-weekly hours for a full-time employee.

ARTICLE 19
HEALTH BENEFITS AND INSURANCE

- 19.01 Regular Employees who are regularly scheduled to work fifteen (15) or more hours per week, are eligible to participate in the benefits and insurance plans.
- 19.02 The Employer will establish and provide the following Health Benefit Trust of Alberta benefit plans:
 - (a) Alberta Health Care Insurance Plan;
ALBERTA BLUE CROSS for the following:
 - (b) Supplementary Health Benefits Plan which provides eighty percent (80%) reimbursement of eligible expenses of each current year costs effective each calendar year;
 - (c) A Prescription Drug Plan which provides eighty percent (80%) reimbursement of eligible expenses of current year costs effective each calendar year, including a direct electronic pay card for all prescription drug plan reimbursement;
 - (d) A Dental Plan which provides eighty percent (80%) reimbursement of basic services; fifty percent (50%) reimbursement of extensive services; and fifty percent (50%) reimbursement of orthodontic services; up to the established maximums provided for in the current-year Alberta Blue Cross Dental Fee Guide and fee schedule;

- (e) GREAT WEST LIFE for the following:

Group Benefits, which cover life insurance and accidental death and dismemberment insurance provided in an amount equal to one times (1X) the Employee's annual salary (based on their FTE), rounded to the next (higher) \$1000.00.

An Employee may elect to carry Optional AD&D coverage at the Employee's own expense in units of \$10,000.00 up to prescribed maximums.

For thirty-one (31) days after an Employee's date of enrollment in the Group Benefits, coverage may be extended to include Optional Dependent Life. After thirty-one (31) days, an Employee may still apply for Optional Dependent Life. In this case, Evidence of Insurability is required; a medical examination (at the Employee's own expense) will be required and the insurance carrier may accept or reject the Employee's application.

Optional AD&D coverage may be reduced or discontinued by the Employee at any time provided the Employee submits their request in writing to the SCF Benefits Administrator. Similarly, Optional Dependent Life coverage can be discontinued by the Employee at any time provided the Employee submits their request in writing to the SCF Benefits Administrator.

The total cost of premiums for Optional AD&D and Optional Dependent Life coverage are paid by the employee.

- (f) Short-term Disability Insurance, which covers sixty-six and two-thirds percent (66.67%) of regular basic weekly earnings to an established maximum;
- (g) Long-term Disability Insurance which covers sixty-six and two-thirds percent (66.67%) of regular basic weekly earnings to an established maximum following a one hundred and twenty (120) day elimination period.

19.03 The operation of the Benefit Plans shall be governed by the terms and conditions of the contracts between the Employer and the benefit insurers.

19.04 The Employer shall make information booklets available to eligible Employees who participate in the benefit plans.

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

19.06 Effective June 12, 2023

- (a) Regular full and part time employees shall be eligible for a Health Spending Account (HSA) if they are an active member of the Benefits Plans on the annual eligibility date (last day of the pay period immediately prior to December 1 of the calendar year prior to the calendar year of the HSA).

- (b) For a Regular full-time employee who is eligible on the annual eligibility date, eight hundred dollars (\$800.00) shall be allocated to their HSA January 1st of the following calendar year and for a Regular part-time employee who is eligible on the annual eligibility date, a prorated amount of eight hundred dollars (\$800.00) (based on their FTE as of the pay period immediately prior to December 1st) shall be allocated to their HSA January 1st of the following calendar year.

Effective January 1, 2024, 19.06(b) shall be amended as follows:

For a Regular full-time employee who is eligible on the annual eligibility date, nine hundred dollars (\$900.00) shall be allocated to their HSA January 1st of the following calendar year and for a Regular part-time employee who is eligible on the annual eligibility date, a prorated amount of nine hundred dollars (\$900.00) (based on their FTE as of the pay period immediately prior to December 1st) shall be allocated to their HSA January 1st of the following calendar year.

- (c) Any unused allocation in an eligible Employee's HSA as of December 31 of each calendar year may be carried forward for a maximum of one (1) calendar year.
- (d) Where the Employer is the administrator of the HSA, it shall determine the terms and conditions governing the HSA. Where the Employer chooses to contract with an insurer for the administration of the HSA, the administration shall be subject to and governed by the terms and conditions of the applicable contract. At all times, the HSA shall be administered in accordance with the Income Tax Act and applicable regulations in effect during the course of operation of the HSA.
- (e) An Employee who, in the course of a calendar year, is hired or transferred into a HSA eligible position (i.e., from casual or a non-HSA eligible position), shall be eligible for the HSA once they are an active member of the Benefits Plans, on a prorated basis based on the number of full months remaining in the calendar year (from their date of eligibility) and based on their FTE.
- (f) An Employee whose entitlement has terminated shall have one (1) month from the first day of the month following their cessation in the Benefit Plans to submit a claim for eligible HSA expenditures incurred prior to the date of cessation in the Benefits Plans.

ARTICLE 20
SICK LEAVE

- 20.01 (a) Sick leave is provided by the Employer, for the purpose of maintaining regular earnings, during absences due to illness or accidents for which compensation is not payable under the *Workers' Compensation Act* or for quarantine by a Medical Officer of Health.
- (b) The Employer recognizes that alcoholism, drug addiction and mental illness, are illnesses which can respond to therapy and treatment, and that absences from work due to such therapy shall be considered sick leave.

20.02 After a Regular Full-time Employee has completed their probationary period, the Employee shall be allowed credit for sick leave from the date of employment at the rate of one and one-half (1 1/2) working days or eleven point six two five (11.625) hours, for each full month of employment up to a maximum annual credit of fifteen (15) paid working days and-up to a maximum lifetime credit of one hundred and twenty (120) working days or nine hundred and thirty (930) hours.

In the case of a Regular Part-time Employee, the Employee will receive a credit for sick leave computed from the date their continuous service commenced at a rate of one and one-quarter (1 1/4) working days, or eleven point six two five (11.625) hours for each full month of employment, prorated on the basis of the regularly scheduled hours worked by the Regular Full-time Employee up to a maximum annual credit of fifteen (15) paid working days and up to a maximum lifetime credit of one hundred and twenty (120) working days or nine hundred and thirty (930) hours, provided however, that an Employee shall not be entitled to apply sick leave credits prior to the completion of their probationary period as per clause 8.01.

In case of:

- (a) illness;
- (b) injury;
- (c) layoff;
- (d) leave of absence;
- (e) unpaid leave while in receipt of Short Term Disability Insurance or the Long Term Disability Insurance or WCB;

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

20.03 An Employee granted sick leave shall be paid, at their Basic Rate of Pay for regularly scheduled shifts absent due to illness, and the number of hours thus paid shall be deducted from their accumulated sick leave credits up to the total amount of their accumulated credits at the time the sick leave commenced.

- 20.04 Employees are required to submit proof satisfactory to the Employer of any illness, non-occupational accident or quarantine in excess of three days. Such proof may include a statutory declaration.
- 20.05 The Employer shall pay for any requested sick note for illnesses, non-occupational accidents or quarantines less than three (3) days.
- 20.06 When an Employee has accrued the maximum sick leave credit of one hundred and twenty (120) working days (930 hours), the Employee shall no longer accrue sick leave credits until such time as their total accumulation is reduced below the maximum. At that time the Employee shall recommence accumulating sick leave credits.
- 20.07
- (a) An Employee will be permitted reasonable time off with pay for the purpose of attending a dental, physiotherapy, optical or medical appointment, provided the Employee has been given prior authorization by the Employer. Such absence shall not be charged against accumulated sick leave.
 - (b) Where an Employee is required to travel for the purposes of medical referral or treatment or is unable to schedule medical appointments outside of work hours and requires time off, such absence shall not be charged against accumulated sick leave.
 - (c) Employees may be required to submit satisfactory proof of such appointment. Employees may be required to submit proof satisfactory to the Employer of any illness, non-occupational accident or quarantine. Such proof may include a statutory declaration.
 - (d) Physician's reasonable and customary expenses for satisfactory proof or an Independent Medical Examination (IME) required by the Employer shall be reimbursed by the Employer.
- 20.08 Sick while on vacation
- Should a Regular Employee be admitted to a hospital during the course of their vacation, for one (1) day or more, the Employee shall be considered as being on sick leave for the period of hospitalization. Vacation time not taken as a result of such a stay in hospital shall be rescheduled to a mutually agreeable time.
- 20.09 For the purpose of computing sick leave accumulation, the following shall be counted as working days:
- (a) days on which the Employee is on vacation;
 - (b) days on which the Employee is on leave of absence with pay pursuant to the terms of this Collective Agreement, excluding STD, LTD, WCB or sick leave;
 - (c) days on which the Employee is absent from work while on official Union business;
 - (d) days of work.

- 20.10 An Employee who has exhausted their sick leave credits during the course of an illness, and the illness continues, shall be deemed to be on leave of absence without pay or benefits except for STD or LTD, for the duration of the illness or as provided below, whichever first occurs. The Employee shall keep the Employer advised as to when the Employee shall be expected back to work and shall provide the Employer with twenty-eight (28) days written notice, or such shorter period acceptable to the Employer, of readiness to return to work.
- 20.11 The employment of an Employee shall be terminated by the Employer after being on LTD for twenty-four (24) months.
- 20.12 The reinstatement of an Employee in accordance with this Article shall not be construed as being in violation of the posting and /or scheduling provisions of the Agreement.

ARTICLE 21
WORKERS' COMPENSATION

- 21.01 Workers' Compensation Board coverage will be provided by the Employer for Employees. In accordance with the *Income Tax Act*, Workers' Compensation benefits are not taxable.
- 21.02 Employees will be eligible to apply for sick leave benefits in accordance with the "Sick Leave" Article during the period of time they are waiting for receipt of their claim from WCB. Sick leave benefits will be payable provided:
- (a) the Employee has sick leave credits available, and
 - (b) the Employee meets the eligibility requirements for sick leave, and
 - (c) the Employee assigns their WCB benefits to the Employer, only to the extent that is required for the Employer to recover the money that was paid out for sick leave, once the WCB claim is approved. The Employer shall then reinstate the Employee's sick leave credits to the appropriate level. After money for sick leave benefits has been recovered from the assigned WCB benefits, the Employee shall receive their benefits directly from the Worker's Compensation Board.
- 21.03 Employees shall not be entitled to a named holiday or a compensating day off in lieu of a Named Holiday from the Employer while receiving benefits from Workers' Compensation.
- 21.04 An Employee who has been on Workers' Compensation in excess of thirty (30) calendar days and who is certified by the Workers' Compensation Board to be fit to return to work and who is capable of performing the duties of their former position, shall provide the Employer with fourteen (14) days written notice of readiness to return to work. The Employer may accommodate return to work sooner than fourteen (14) calendar days where agreeable between the Employer, the Union and the Employee.

ARTICLE 22
LEAVE OF ABSENCE

22.01

General Conditions

- (a) Requests for a leave of absence, without pay or benefits of Employer contributions will, where possible, be made in writing to the proper officer of the Employer six (6) weeks in advance, except that in extenuating circumstances the time factor may be waived or reduced. Recognizing that the primary commitment of the Employee is to the Employer, the granting of leaves of absence requests is subject to the approval of the Employer which shall not be unreasonably denied by the Employer. Except in exceptional circumstances the Employer will reply in writing to a request for leave of absence within fourteen (14) days of receipt of the request.
- (b) Leave of absence without pay cannot be combined with vacation earned to extend over a six (6) week time frame unless mutually agreed between the Employer and the Employee.
- (c) During leaves of absence without pay of longer than thirty (30) calendar days, Employees may elect to maintain coverage of contributory plans specified in the "Health Benefits and Insurance" Article, provided that the Employee makes prior arrangements to pay full premium costs. Employees shall provide post-dated cheques for the premium costs. In the event of failure to remit the full payment required above, reinstatement in any and all plans shall be subject to the enrollment and other requirements of the Underwriter.
- (d) For the portion of maternity leave during which an Employee has a valid health-related reason for being absent from work and who is in receipt of sick leave, STD or LTD, benefit plan premium payments shall be administered in the same fashion as an Employee absent due to illness.
- (e) An Employee who has been granted leave of absence and overstates the leave without permission of the Employer, shall automatically terminate their position, except in cases of extenuating circumstances acceptable to the Employer.
- (f) Employees shall not be entitled to Named Holidays with pay, which may fall during a period of leave of absence without pay.
- (g) Employees granted leave of absence may be required to use up accumulated vacation entitlement prior to returning to duty.
- (h) When an Employee is on leave of absence without pay and is receiving STD or LTD benefits, the Employee may continue participation in the *Alberta Health Care Insurance Plan* from the last day of paid sick leave, by paying their share of the premium costs to the Employer.

22.02

Union Representative

- (a) When it is necessary for a Union member to make a request for a leave of absence without pay to perform the duties of any office of the Local/Chapter or of the parent association, the application for leave must be made in writing to the Employer for approval.
- (b) The Employer shall not unreasonably withhold leaves of absence, with or without pay, for Employees elected or appointed to represent the Union at Conventions, Workshops, Institutes, Seminars, Schools, or to attend meetings as a member of the Union's Provincial Executive Board.
- (c) When leaves to attend to Union Business or negotiations has been approved, it is granted with pay and without loss of seniority. The Union agrees to reimburse the Employer for actual salary paid to the Employee when on leave plus twenty five percent (25%) to cover cost of fringe benefits. Should the cost of their replacement be greater than the actual salary plus twenty five percent (25%), the Employer shall recover the greater amount.

22.03

(a) Maternity Leave

- (i) An Employee who has completed ninety (90) days of continuous employment shall, upon the Employee's written request, providing at least twenty-eight (28) calendar days advance notice, be granted maternity leave to become effective at any time during the thirteen (13) weeks immediately preceding the estimated date of delivery, provided that the Employee commences maternity leave no later than the date of delivery. Such leave shall be without pay and benefits, except for the portion of maternity leave during which the Employee has a valid health-related reason for being absent from work and is also in receipt of sick leave, STD or LTD. Maternity leave shall be sixteen (16) weeks.
 - (ii) A pregnant Employee whose pregnancy ends other than as a result of a live birth within sixteen (16) weeks of the estimated due date is entitled to maternity leave. If maternity leave has not already commenced in accordance with clause 22.03(a)(i), such maternity leave shall commence on the date that the pregnancy ends. Such maternity leave shall end sixteen (16) weeks after the commencement of the leave.
- (b) (i) Subject to clause 22.03 (b) (ii) an Employee on maternity leave shall provide the Employer with at least four (4) weeks notice of readiness to return to work, following which the Employer will reinstate her in the same or an equivalent position at not less than the same step in the pay scale and other benefits that accrue to her up to the date she commenced leave.

- (ii) In the event that during the period of an Employee's maternity leave, the position from which the Employee is on such leave has been eliminated due to reduction of the working force or discontinuation of an undertaking or activity and the Employer has not increased the work force or resumed operations on the expiry of the Employee's maternity leave and the returning Employee does not have sufficient seniority to displace any other incumbent, the name of the Employee will be added to the list of laid off Employees. Upon increasing the work force, resumption of the business, undertaking, or activity, recall or reinstatement to the working force shall be in compliance with the Layoff and Recall Article.

22.04

Parental or Adoption Leave

- (a) An Employee who has completed ninety (90) days of continuous employment shall upon written request, providing at least two (2) weeks advance notice, before making application for Parental or Adoption Leave, be granted leave without pay for up to sixty-two (62) weeks.
- (b) Adoption Leave without pay can start any time after the birth or adoption of a child, but must be completed within sixty-two (62) weeks of the date of the baby is born or placed with the parents.
- (c) Where the Employee is unable to comply with clause 22.04 (a), the Employee may commence adoption leave upon one (1) days' notice provided that application for such leave was made when the adoption was approved and the Employer is kept informed of the progress of the adoption proceedings.
- (d)
 - (i) Subject to clause 22.04 (d) (ii) an Employee granted adoption/parental leave shall provide the Employer with twenty-eight (28) calendar days notice of readiness to return to work, following which the Employer will reinstate the Employee in the same or an equivalent position at not less than the same step in the pay scale and other benefits that accrue to the Employee up to the date they commenced leave.
 - (ii) In the event that during the period of an Employee's parental/adoption leave, the position from which the Employee is on such leave has been eliminated due to reduction of the work force or discontinuation of the undertaking or activity and the Employer has not increased the work force or resumed operations on the expiry of the Employee's adoption leave and the returning Employee does not have sufficient seniority to displace any other incumbent, the name of the Employee will be added to the list of laid off Employees. Upon increasing the work force, resumption of the business, undertaking or activity, recall or reinstatement to the working force shall be in compliance with the Layoff and Recall Article.

22.05

Court Appearance

When a Regular Full-time or Regular Part-time Employee is subpoenaed as a witness at court or is required for jury selection or duty, the Employer will pay the Employee's regular wages for the scheduled shifts while in such attendance, less the amount paid to the Employee for such attendance at court or for jury selection or duty.

22.06

Bereavement Leave

- (a) In the event of a death of a family member as defined below, an Employee shall be entitled to receive wage replacement benefits for five (5) paid bereavement leave days for regularly scheduled shifts lost from work during the period of mourning or for the period of the burial, which commences on either:

- (i) day of death, or
- (ii) the day the Employee receives notification of the death or burial.

In either case, the Employee shall notify the Employer of the request for time off work prior to the next scheduled shift.

For the purposes of this Article, the period of mourning is seven (7) calendar days.

Immediate family means: spouse (same or opposite gender including common-law that has co-habitated with the Employee for at least one (1) year), fiancé(e), child (including the death of a member's unborn child), parent (including step-parent), siblings (including step-brother or sister), current in-law relationships (including mother, father, brother, sister, son or daughter), grandparents and grandchildren.

In the event of a death of an aunt or uncle, an Employee shall be entitled to receive wage replacement benefits for three (3) days paid bereavement leave to a maximum of three (3) separate occurrences (up to nine (9) total days over a calendar year period). This applies to regularly scheduled shifts lost from work during the period of mourning or for the period of the burial, which commences on either:

- (iii) day of death; or
- (iv) the day the Employee received notification of the death or burial.

- (b) Where travel requirements of total travel of more than two hundred and fifty (250) kilometers, or other special circumstances, the Employer may extend bereavement leave by two (2) additional days.
- (c) In the event of a death of another relative or close friend, the Employer shall grant one (1) working day off with pay to attend the funeral services.
- (d) Employees may be required to submit proof satisfactory to the Employer, but the Employer shall not require the death certificate.

22.07

Education Leave

The Parties recognize the benefit of upgrading education for the Employee and the Employer. Effective on the date of written notice of ratification, when the employer receives eight (8) weeks written advance request from the Regular full-time or Regular part-time Employee, and where operational requirements permit, the Employer shall grant an unpaid leave of absence for Regular employees, for a period of up to two (2) years for attendance at a recognized educational institution. Written notice of less than eight (8) weeks may be considered at the discretion of the Employer.

- (a) Employees who are granted Education Leave shall be approved as a general leave of absence and all conditions of general leave shall apply.
- (b) During an Employee's Education Leave, the Employee may work as a Casual Employee in the bargaining unit without adversely affecting their reinstatement to the position from which the Employee is on approved leave.

22.08

Compassionate Care Leave

- (a) When a Regular Employee with a qualified person in the end-stage of life, who is dying or at significant risk of death, the Employee shall be entitled to leave of absence without pay for up to twenty-seven (27) weeks and with benefits at the normal cost sharing, for a period of up to six (6) weeks.
- (b) Qualified person means an immediate family member defined as mother, father, spouse including fiancé(e) or child in accordance with the compassionate care benefit under *Employment Insurance* legislation.
- (c) In order to qualify for leave under this provision, the employee shall meet the eligibility requirements of the *Employment Insurance* regulations. Employees may be required to submit to the Employer satisfactory proof demonstrating the need for compassionate care leave.
- (d) A Regular Employee shall continue to be covered according to the Health benefit plan and policy conditions throughout the period of Leave Without Pay. Premium contributions shall continue to be paid by the Employer and the Employee for a leave of absence of up to six (6) weeks. Following this period, the Employee shall be responsible for the full payment of all premiums.

22.09

Special Leave

- (a) If an Employee is unable to report to work as the result of illness in the immediate family or any pressing necessity requiring the Employee's personal attention, she shall inform the Employer of such with as much advance notice as possible. Such absence from work shall be without loss of pay for the first (1st) day of Special Leave and shall not exceed four (4) working days per calendar year.

For the second (2nd), third (3rd) and fourth (4th) special leave day, the Employee shall use either a vacation day with pay, a banked day with pay in lieu of a Named Holiday or banked overtime or a paid leave of absence subject to the Employer's prior approval.

- (b) "Immediate family" shall mean the parents of the Employee, the Employee's spouse or dependent children.
- (c) An Employee may be required to submit proof satisfactory to the Employer demonstrating the need for Special Leave.

22.10 Military Leave

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

22.11 Leave for Public Affairs

- (a) The Employer recognizes the right of a Regular Employee to participate in public affairs. Therefore, upon written request, the Employer shall allow leave of absence without pay so that a Regular Employee may be a candidate in federal, provincial or municipal elections.
- (b) Regular Employees who are elected to public office shall be allowed leave of absence without pay for a period of time not to exceed four (4) years.

ARTICLE 23
REGISTERED RETIREMENT SAVINGS PLAN

23.01 The Employer agrees to continue an Employer administered, employee self-directed, Registered Retirement Savings Plan ("RRSP") with the Employer's Financial Institution.

23.02 All contributions to the RRSP are for the account of the Employee only at the Employer's financial institution and may not be for spousal registered retirement savings plans or any other retirement plan or at any other financial institution.

23.03 Eligibility and Waiting Period

To be eligible for participation in the RRSP an Employee must be employed in a Regular full or part-time position and meet the service requirements which qualify the Employee for participation in the Health Benefits and Insurance Plans as per the "Health Benefits and Insurance" Article of the Collective Agreement (be in an "benefits-eligible Regular position"), and also not be eligible to enroll in the Local Authorities Pension Plan (an "eligible Employee").

An eligible Employee's participation in the RRSP will be on a voluntary basis with their decision to participate communicated as set out below within thirty (30) calendar days of their completion of six (6) months service or nine hundred and seventy five (975) hours worked, whichever is greater, (their "eligibility date") in a benefit-eligible Regular position.

23.04

Enrollment

If an eligible Employee does not enroll in the RRSP within thirty (30) calendar days of the Employee having reached their eligibility date, then the Employee, if they remain in a benefits-eligible Regular position, they may voluntarily enroll in the RRSP in future during one of two annual enrollment windows. The annual enrolment windows are open for thirty (30) calendar days starting the pay period starting immediately after April 1 and October 1. To enroll, an eligible Employee must fully and accurately fill out, sign, and return the RRSP Enrolment Application and Change Form and the appropriate employee group Contribution Form to Benefits@shepherdscares.org in the required timeframe.

23.05

Contributions

- (a) After enrolment, and provided an Employee's employment continues in a benefits-eligible Regular position, the Employee will contribute to the RRSP to a maximum rate of one of the following as chosen by the Employee:
 - two percent (2%) of their straight time basic hourly rate of pay ("earnings") per hour worked and the Employer shall match the Employee's contribution to a maximum of two percent (2%) of earnings per hour worked; or
 - three percent (3%) of earnings per hour worked and the Employer shall match the Employee's contribution to a maximum of three percent (3%) of earnings per hour worked; or
 - four percent (4%) of earnings per hour worked and the Employer shall match the Employee's contribution to a maximum of four percent (4%) of earnings per hour worked; or
 - five percent (5%) of earnings per hour worked and the Employer shall match the Employee's contribution to a maximum of five percent (5%) of earnings per hour worked.
- (b) An Employee participating in the RRSP may not change their contribution rate (increase or reduce), except during an annual enrolment window.
- (c) If an Employee who is participating in the RRSP does not remain employed in a benefit-eligible Regular position (e.g., moves to Casual), contributions to the RRSP will be suspended until the Employee is again employed in a benefit-eligible Regular position.
- (d) After an Employee enrolls in the RRSP, if they are in a benefits-eligible Regular position and they authorize that their contributions be stopped for any amount of time, all future RRSP contributions to the RRSP cease.

23.06

An Employee's accumulated contributions including Employer contributions may not be withdrawn or transferred from the RRSP, except after cessation of employment.

ARTICLE 24
REGULAR PART-TIME EMPLOYEES

24.01 All provisions of this Collective Agreement shall apply to Regular Part-time Employees, except as modified in this Agreement.

24.02 Hours of Work

- (a) Regular Part-time Employees may work additional shifts.
- (b) Where a Regular Part-time Employee volunteers or agrees when requested, to work additional shifts, the Employee shall be paid their Basic Rate of Pay for such hours, or if applicable, at the overtime rate.
- (c) Regular hours of work for a Regular Part-time Employee are up to seven and three-quarter (7 3/4) hours per day, exclusive of meal periods.

24.03 Part-time Employees are only entitled to overtime if they are authorized by the Employer and work (exclusive of meal periods) more than seven and three-quarter (7 ¾) hours in a day or more than seventy-seven point five (77.5) hours in a two (2) week shift cycle. If a Part-time Employee is entitled to pay at the overtime rate, that compensation is at the rate set out in the "Overtime" Article or if mutually agreed between the Employer and the Employee, equivalent time off in lieu of pay at a mutually agreeable time.

ARTICLE 25
TEMPORARY EMPLOYEES

25.01 Except as modified in this Article, all provisions of this Collective Agreement shall apply to Temporary Employees.

25.02 Employee Health Benefits Plan

The provisions of the "Health Benefits and Insurance" Article shall apply to Temporary Employees after the completion of six (6) months of services, and whose regular hours of work exceed fifteen (15) hours per week averaged over one (1) complete cycle of the shift schedule.

25.03 Layoff and Recall

A Temporary Employee shall not have the right to grieve when no longer required in the temporary position, or upon expiry of the temporary position.

ARTICLE 26
CASUAL EMPLOYEES

- 26.01 All provisions of this Collective Agreement shall apply to Casual Employees, except where modified in this Agreement.
- 26.02 No Casual Employee shall be scheduled except with their consent.
- 26.03 When a Casual Employee is not notified in advance that a shift has been cancelled and reports for work, the Employee will be paid three (3) hours at the Basic Rate of Pay. The Employer may require the Employee to perform work during that time.
- 26.04 (a) Each pay period, Casual Employees shall be paid five (5%) percent of their regular earnings paid at the Basic Rate of Pay, in lieu of Named Holidays.
- (b) A Casual Employee required to work on a Named Holiday shall be paid for all hours worked at one point five times (1.5X) her Basic Rate of Pay and at two times (2.0 X) the Basic Rate of Pay for the named holidays of Christmas Day and New Year's Day up to seven and three-quarter (7 3/4) hours.
- 26.05 Casual Employees shall be paid six percent (6%) of their regular earnings paid at the Basic Rate of Pay as vacation pay. Casual Employees with more than ten (10) years of service shall be paid eight percent (8%) of their regular earnings paid at the Basic Rate of Pay as vacation pay.
- 26.06 Appointments, Transfers and Promotions
- (a) Subject to the criteria established in the "Appointments, Vacancies and Promotions" Article of this Collective Agreement, an applicant for Regular employment who has experience with the Employer as a Casual Employee within the Bargaining Unit shall be given preference over external applicants.
- (b) All applicants for a posted transfer, promotion and/or vacancy, shall be informed in writing of their acceptance or rejection within five (5) working days of the date of appointment.
- 26.07 Casual Employees do not accrue seniority.
- 26.08 The Layoff and Recall provisions do not apply to Casual Employees.
- 26.09 Casual Employees are only entitled to overtime if they are authorized by the Employer and work (exclusive of meal periods) more than seven and three-quarter (7 ¾) hours in a day or more than seventy-seven point five (77.5) hours in a two (2) week shift cycle. If a Casual Employee is entitled to pay at the overtime rate, that compensation is at the rate set out in the "Overtime" Article.
- 26.10 In addition to the foregoing, the following provisions of this Collective Agreement do not apply to Casual Employees: Leaves of Absence, Annual Vacation, Named Holidays, Sick Leave, Benefits, Discipline and Dismissal, Shift Schedules and Retirement Savings Plan.

ARTICLE 27
LAYOFF, RECALL AND SEVERANCE

27.01 It is the exclusive right of the Employer to:

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

27.02 Notice of Layoff

- (a) The Employer and the Union recognize the value of meeting prior to a layoff process occurring. The purpose of this meeting is to discuss the process of how the reduction will take place, review the current seniority list, and discuss other relevant factors the Parties agree upon.
- (b) Where, in the opinion of the Employer, it becomes necessary to displace an Employee, due to a reduction of the work force or reduction in regularly scheduled hours of work of a Regular Employee, or wholly or partly discontinue an undertaking, activity or service, the Employer will notify the Employee in writing at least fourteen (14) calendar days prior to the date of layoff, except that the fourteen (14) calendar days' notice shall not apply where layoff results from an act of God or emergency such as fire or flood or any other circumstances beyond the control of the Employer.
- (c) Where the layoff results from an act of God or emergency such as fire or flood or any other circumstances beyond the control of the Employer, the fourteen (14) calendar days' notice is not required.
- (d) Employees will be laid off in reverse order of seniority provided that the remaining Employees have the skills, training, knowledge and ability to perform the work.

27.03 Application

In this article, classification means all classifications and status means Full-time or Part-time.

27.04 Consultation Process

- (a) At the time of providing written notice of Layoff to affected Employee(s), the Employer shall:
 - (i) provide an affected Employee with the seniority lists set out in clause 9.04; and
 - (ii) provide an affected Employee with the list of current vacancies at the site; and

- (iii) schedule a consultation meeting between the affected Employee, the Employer and the Union, at which time the Employer and the Union shall advise the Employee of their options according to clauses 27.05, 27.06, 27.07, and 27.08.
- (b) When an Employee is on an approved leave of absence, or Workers' Compensation Benefits, or Long Term Disability Insurance Benefits, the consultation meeting and the notice of layoff, if applicable, shall be served when the Employee has provided notice of readiness to return to work.

27.05

Displacement

- (a) In the event of a reduction in the workforce, a displaced Regular Employee may displace a less senior Regular Employee in the same classification within the same status.
- (b) When a displaced Regular Employee is unable to displace someone with the same classification and status, such displaced Employee may displace a less senior Employee in:
 - (i) the same classification with a different status, or
 - (ii) a lower-rated classification with the same status or different status, for which the displaced Employee has the skills, training and ability to perform the work.

27.06

Layoff and Recall

- (a) Employees will be recalled in reverse order of layoff to a Regular position in the classification from which they were laid-off, if the position in the classification is the same, or smaller, full time equivalent (FTE) than the Employee held at the time of layoff.
- (b) No new Regular Employees will be hired into a classification where there are Employees on layoff from that classification who are willing to return to work in the position and who have the skills, training, knowledge and ability to perform the work.
- (c) Employee Benefit Coverage During Layoff
 - (i) The Employer shall make payment for its share of the full premium of benefits on behalf of a laid off Employee for a maximum of one (1) month's premium.
 - (ii) Employees laid off for more than one (1) month may, with the assistance of the Employer, make prior arrangements for payment of the full premiums of the benefits for a maximum of twelve (12) months from date of layoff or to the date of recall, whichever is earlier.
- (d) Other than for the continuation of the seniority held at the time of layoff, an Employee's rights while on layoff shall be limited to the right of recall.

- (e) Employment shall be deemed terminated when an Employee does not return from layoff when notified to do so.
- (f) Laid off Employee may waive right to recall and receive any applicable severance to terminate employment and seniority rights.
- (g) An Employee who is only partially recalled to their pre-layoff FTE shall remain on the recall list until such time as clause 27.06(h) applies.
- (h) An Employee's right to recall under clause 27.06 will expire if the Employee refuses recall to a position within the same classification, FTE, shift pattern, and site as their pre-layoff position, or on the expiry of fifteen (15) months from the date of layoff, whichever first occurs.
- (i) Casual Shifts
Regular Employees on full layoff who refuse casual shifts may do so without adversely impacting their recall rights.

27.07

Severance

In the event of a layoff resulting in the permanent reduction of Regular employees or at the optional request of an Employee receiving layoff notice, notice or pay in lieu of notice shall be granted in accordance with the following severance schedule:

	weeks notice or <u>pay in lieu</u>
Service 3 months or more	2
Service 2 years or more	3
Service 4 years or more	4
Service 6 years or more	5
Service 8 years or more	6
Service 10 years or more	7
Service 12 years or more	8
Service 15 years or more	12
Service 20 years or more	16
Service 25 years or more	20
Service 30 years or more	30
Service 35 years or more	35

ARTICLE 28
DISCIPLINE, DISMISSAL AND RESIGNATION

- 28.01 In the event an Employee is given a written warning, it shall be within seven (7) days of the date the Employer concludes their investigation. A written warning that is grieved and determined to be unjustified shall be removed from the Employee's record.
- 28.02 In the event an Employee is suspended or dismissed, the Employer shall provide written reasons for the suspension or dismissal to the Employee and the Union within five (5) days of the action being taken. The action of suspension or dismissal shall be within seven (7) days of the date that the Employer concludes their investigation. When action involves a suspension, the notice shall specify the time period of the suspension.
- 28.03 By an appointment made at least five (5) working days in advance, an Employee and/or their representative, shall have access to their personnel records once per year.
- The Employer will make arrangements to have an Employee's personnel file made available at their place of employment and at a reasonable time for the employee to examine their file, once in every year or in the event of a grievance. The Employee may request a representative of the Union to be present at the time of the examination.
- 28.04 The Employer will schedule a disciplinary discussion or investigation with an Employee, by giving reasonable advance notice. Prior to such discussion or investigation, the Employer shall advise an Employee of their right to be accompanied by a Union Steward or Union Representative of their choice. The Employer shall give the Employee a reasonable amount of time to contact their Union Steward or Union Representative.
- 28.05 An Employee who has been subject to disciplinary action may after two (2) years of continuous service from the date the disciplinary measure was invoked, request in writing that their personnel file be cleared of any record of the disciplinary action. Such request shall be granted provided the Employee's file does not contain any further record of disciplinary action during the two (2) year period of which the Employee is aware.
- 28.06 In the event an Employee is reported to their licensing body by the Employer, the Employee shall be so advised, and a written copy shall be forwarded to the Union.
- 28.07 An Employee absent for three (3) consecutive work days without notifying the Employer, shall be considered to have vacated their position except where the Employee subsequently provides reasons acceptable to the Employer.
- 28.08 An Employee shall give the Employer notice of resignation as follows: One (1) week notice if employed more than ninety (90) days but up to and including twenty-four (24) months but two (2) weeks' notice is required for twenty-four (24) months and one (1) day to five (5) years and more.

28.09 The Employee shall sign all notices of discipline, for the sole purpose of indicating the Employee is aware of the discipline. It is deemed notification when the Employee refuses to sign.

28.10 Disclosure

The parties recognize the principle of disclosure of information in matters resulting in discipline and the Employee's right to be represented by a Union Steward.

ARTICLE 29
OCCUPATIONAL HEALTH & SAFETY

29.01 A Committee will be established to consider matters of Occupational Health and Safety.

29.02 The Committee shall meet at least quarterly or more frequently if required by either party at a mutually acceptable hour and date.

29.03 The Committee shall be established and the Union will have the right to designate up to three (3) members of the Bargaining Unit as members of this committee. The Employer and the Union shall co-chair the Health and Safety meeting.

29.04 The Basic Rate of Pay will be paid to such Employee for time spent in attendance at a meeting of the Committee.

29.05 The Employer agrees to abide by the terms of the *Occupational Health and Safety Act*. In accordance with the *Act* and regulations, the Employer will ensure Employee representatives are required to participate in the local Occupational Health and Safety Committee, whose responsibilities include regular meetings and safety inspections, hazard identification including working alone and reporting, hazard controls and training, and recommendations for improved workplace safety.

29.06 An Employee's rights shall be respected in accordance with the *Occupational Health and Safety Act*.

29.07 No Employee shall be assigned to work alone on a unit.

29.08 No Employee shall be discharged, penalized or disciplined for refusing to perform any work or operate any equipment which the Employee has reasonable and probable grounds to believe presents an imminent danger to the health and safety of any resident, Employee, or member of the public.

29.09 The Employer, the Employees and the Union will cooperate to the fullest extent in the matter of occupational health, safety, security and accident prevention.

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

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 AUPE with copies delivered to the Chairperson of the chapter and the Union Representative.
- (b) Any notice or advice which the Union is required to give to the Employer in respect of any matter referred to in this Article shall be sufficient if delivered to the President or their designated alternate.
- (c) The hearing of grievances at any stage of the grievance procedure will be held during the normal working day with no loss of basic pay for a participating Employee.

30.02

Time Periods

- (a) For the purpose of this Article, periods of time referred to in days shall be deemed to mean such periods of time calculated as consecutive calendar days exclusive of Saturdays, Sundays, and Named Holidays which are specified in the "Named Holidays" Article.
- (b) Time limits may be extended by mutual agreement of the Parties in writing.

30.03

At any meeting held during the Grievance Procedure, the Employee is entitled to have a Union Representative present.

30.04

Steps of the Grievance Procedure shall be:

Step 1

If a dispute arises between the Employer and an Employee regarding the interpretation, application or alleged violation of this Collective Agreement, the Employee may discuss the matter with their Immediate Supervisor or designate, who is not within the scope of this Collective Agreement with a view to resolving it. If the dispute is not resolved satisfactorily, it may be advanced in accordance with the following steps.

In the case of a:

- policy grievance or a grievance about the cessation of an Employee's employment, the Union shall commence the grievance process at Step 3;
- group grievance, the Union shall commence the grievance process at Step 2; or

- grievance by the Employer, the Employer shall commence the grievance process at Step 3.

Step 2

If the dispute is not resolved at Step 1, a grievance shall be submitted, in writing, to the Facility's Program Manager or designate indicating the Article(s) claimed to have been violated, the nature of the grievance, and the redress sought within ten (10) days of the occurrence of the act causing the grievance or within:

- (for an individual grievance) ten (10) days of the date Employee first became aware of or reasonably should have become aware of the occurrence causing the grievance; or
- (for a group grievance) fifteen (15) days of the date any of the aggrieved employees becoming aware of or reasonably should have become aware of the occurrence causing the grievance.

The Facility's Program Manager or designate:

- shall attempt to meet with the grievor and Union Representative within ten (10) days of receiving the grievance; and
- provide a response to the grievance to the Union Representative within ten (10) days of receiving the grievance.

Step 3

If the dispute is not resolved at Step 2, a grievance shall be submitted, in writing, to the Executive Director, Care (EDC), or designate, indicating the Article(s) claimed to have been violated, the nature of the grievance, and the redress sought within ten (10) days of the receipt of the Step 2 written decision from the Director of Care, or designate (or in the case of a grievance by the Employer, to the President of AUPE, or designate, within ten (10) days of the date the Employer became aware of or reasonably should have become aware of the occurrence causing the grievance or in the case of a grievance about the cessation of an Employee's employment, to the EDC within ten (10) days of the employee's notification of cessation of employment or in the case of a policy grievance to the EDC within ten (10) days of the date the Union first became aware of or reasonably should have become aware of the event leading to the grievance). The EDC:

- shall attempt to meet with the grievor and Union Representative; and
- provide a response to the grievance to the Union Representative within ten (10) days of receiving the grievance.

Mediation

A grievance not resolved at Step 3 may be referred to Mediation if both the Union and the Employer agree to do so. A grievance not resolved at Mediation may be referred to Arbitration by one party giving written notice to the other within ten (10) days of the Mediation being concluded.

Step 4 - Arbitration

Within ten (10) days of the Employer's reply at Step 3 or, in the case of a grievance by the Employer, within ten (10) days of the reply from the President of AUPE, either Party may submit a grievance to arbitration and shall notify the other Party in writing of its intention to do so; and

- (a) name its appointee to the Arbitration Board; or
- (b) state its desire to meet to consider the appointment of a single arbitrator.

Within ten (10) days after receipt of notification, the Party receiving such notice shall:

- (i) inform the other Party of the name of its appointee to an Arbitration Board, or
- (ii) arrange to meet with the other Party in an effort to select a single arbitrator. Where agreement cannot be reached on the principle and /or selection of a single arbitrator, an Arbitration Board shall be established.

Where appointees to a Board have been named by the Parties, they shall, within ten (10) days, endeavor to select a mutually acceptable Chairperson for the Arbitration Board. If they are unable to agree upon the choice of a Chairperson they shall immediately request the Minister of Labour of the Province of Alberta to appoint a Chairperson.

After a single arbitrator has been selected or the Arbitration Board has been formed in accordance with the above procedure, they shall hear such evidence as the Parties may desire to present, assure a full, fair hearing, and shall render the decision, in writing, to the Parties within fourteen (14) days after the completion of the hearing.

The decision of a majority of the Board of Arbitration, or if there is no majority, the decision of the Chairperson, shall be the decision of the Board. The decision of a Board of Arbitration or the decision of a single arbitrator shall be final and binding on the Parties.

The Arbitration decision shall be governed by the terms of this Collective Agreement and shall not alter, amend, or change the terms of this Collective Agreement.

Each of the Parties to this Collective Agreement shall bear the expenses of its appointee to an Arbitration Board. The fees and expenses of the Chairperson or single arbitrator shall be borne equally by the two Parties to the dispute.

Any time limits herein contained in arbitration proceedings may be extended if mutually agreed to in writing by the Parties.

30.05 Dispute Between the Parties

In the event that a dispute of a general nature affecting more than one (1) Employee arises between the Employer and the Union regarding interpretation, application, or alleged violation of the Agreement, which cannot be resolved by discussion between the Parties, the dispute becomes a policy grievance or a group grievance. The Employer or the Union may submit a grievance.

30.06 Default

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

ARTICLE 31

EMPLOYEE MANAGEMENT ADVISORY COMMITTEE (EMAC)

31.01 For the purpose of this Agreement, the Union will be represented by its properly appointed officers. The Union shall provide the Employer with a current list of the names of the officers.

- 31.02
- (a) A Site Employee Management Advisory Committee (EMAC) shall be established. The Site EMAC shall meet at least bi-monthly.
 - (b) The Local / Chapter Representative of the Union shall provide the names of up to two (2) elected Employees and the Employer shall provide the names of up to two (2) appointed Representatives to sit on the EMAC.
 - (c) The desired functions of the EMAC are to examine and make recommendations regarding the concerns of Employees (e.g. staffing and working short) and other matters related to employment, not covered within the Collective Agreement.
 - (d) An Employee shall be paid their Basic Rate of Pay for attendance at these Committee Meetings.

ARTICLE 31A
PROFESSIONAL RESPONSIBILITY COMMITTEE

- 31A.01 (a) A Professional Responsibility Committee (PRC) shall be established on an organizational-wide basis, and continue its established policy, practice and terms of reference for facilities involving employees employed in health professions occupations.
- (b) The functions of such Committee are to examine and make recommendations regarding the concerns of Employees or the Employer relative to resident care including staffing issues.

ARTICLE 32
PREMIUMS

- 32.01 (a) In Charge Premium
- On an evening or night shift from Monday to Sunday, where the Employer designates a Licensed Practical Nurse to be responsible for the building or an Employee is required to be responsible for security of the building or is required to carry a pager or cellular telephone for residence responsibility, or required to carry a pager or cellular telephone for security purposes and conducting security checks in the building, the Employee shall be paid an additional hourly premium of one dollar and fifty cents (\$1.50) for the full shift. It is agreed that the Licensed Practical Nurse that is designated to be responsible for the building should, where possible, be the most senior Licensed Practical Nurse on duty.
- (b) Responsibility Premium
- Where the Employer designates a Licensed Practical Nurse to be responsible for supervision of staff or students, and staffing, or clinical coordination and/or other administrative duties as may be required the Licensed Practical Nurse shall be paid an additional hourly premium of one dollar and fifty cents (\$1.50) for the full shift.
- (c) Temporary Assignment Premium
- Where the Employer designates an Employee to assume additional duties. Additional duties may include supervisory, higher rated, departmental coordination, administrative or other duties and responsibilities as agreed by the parties, the Employee shall be paid an additional hourly premium of one dollar and seventy-five cents (\$1.75) for the full shift.
- (d) Temporary Reclassification to Out-of-Scope Position
- When the Employer designates an Employee to temporarily perform duties normally assigned to a position class (outside the bargaining unit) or assigned to replace another person in an out-of-scope position at a more senior level for one full Shift or longer, the Employee shall be paid an additional hourly premium of one dollar and seventy-five cents (\$1.75) for the full shift.

ARTICLE 33
EMPLOYER SOCIAL FUND CONTRIBUTION

- 33.01 In lieu of the *Employment Insurance (EI)* Rebate or Reduction, the Employer shall contribute annually to the Union Social Fund at each site or facility listed below by the following amounts:

MILLWOODS MANOR AND SOUTHSIDE MANOR

\$1,000 (one thousand dollars)

- 33.02 The monies shall be deposited in a Union bank account by January 19 of each calendar year and administered by the Shepherd's Care Union Social Committee.

ARTICLE 34
PROFESSIONAL FEES

- 34.01 A Licensed Practical Nurse shall be reimbursed for all dues paid to their Professional College or Association, to a maximum of three hundred dollars (\$300.00) if;

- (a) at the beginning of the registration year, the Employee has an active registration in their Professional College, and requires such active registration to perform their duties; and
- (b) the Employee has an average of zero point four (0.4) FTE or greater hours actually worked in the previous fiscal year; and
- (c) the Employee has not been reimbursed through any other Employer.

ARTICLE 35
PRECEPTOR PREMIUM

- 35.01 (a) "Preceptor" shall mean a Licensed Practical Nurse who is assigned by the Employer to supervise, educate and evaluate students in an educational program, or any other Eligible Program as referred to in this Article.

- (b) A Licensed Practical Nurse assigned by the Employer to act as a Preceptor for students in an education program, or any specialized practice education or training program, as recognized by the College and Association of Licensed Practical Nurses, shall receive an additional sixty-five cents (\$0.65) per hour premium. The Employer will give consideration to those Licensed Practical Nurses who express interest in participation in this program.

- 35.02 When the Employer designates a Health Care Aide to act as a Trainer for students in any specialized practice or training program, the Health Care Aide shall receive an additional sixty-five cents (\$0.65) per hour premium. A Health Care Aide can refuse the designation.

ARTICLE 36
UNIFORMS AND APPAREL

- 36.01 Employees shall furnish, supply and maintain their own everyday work apparel in a clean and presentable condition.

ARTICLE 37
TECHNOLOGICAL CHANGE

- 37.01 When the Employer is considering the introduction of technological change (altering methods or utilizing different equipment) in the workplace that may result in job reduction or job loss, the Employer will notify the Union with as much advance notice as possible of such change and will meet and discuss reasonable measures to protect the interests of Employees so affected and the provisions of the "Layoff, Recall and Severance" Article shall apply.

ARTICLE 38
JOB CLASSIFICATION

- 38.01 The Employer shall provide classification criteria/job descriptions for all classifications listed in Appendix "A" Salary Grids.

- 38.02 New Classifications or Change to Existing Classifications

In the event that the Employer creates a new classification, which is not listed, or the Employer changes the classification criteria in a classification listed in the Appendix "A" the following will occur:

- (a) The Employer shall provide classification criteria for the new classification or changed classification to the Union. The Employer shall establish the Basic Rate of Pay for the new or changed classification.
- (b) The Employer shall notify the Union of the Basic Rate of Pay for the new or changed classification as established by the Employer.
- (c) The Employer and the Union, shall meet to negotiate the Basic Rate of Pay for the new or changed classification established by the Employer.
- (d) If a satisfactory conclusion to such negotiations is not reached, the Union shall have fourteen (14) calendar days to refer, in writing, the matter of Basic Rate of Pay for the new classification established by the Employer to Arbitration in accordance with - Step 4 Grievance Procedure.

- 38.03 Change(s) in Job Content

In the event an Employee believes that the primary functions of a classification listed in Appendix "A" are changed, the Employer shall determine the classification for such position, subject to an appeal by the incumbent Regular Employee in accordance with the Grievance Procedure, commencing at Step 2.

38.04 An Arbitration Board established in accordance with clause 38.03 shall have the authority to deal with the establishment and effective date of a Basic Rate of Pay for a matter that has been referred to the Arbitration Board.

38.05 Classification Adjustment

- (a) When a Regular Employee is assigned to work in a higher rated classification for more than one (1) hour within a shift, the higher rate of pay applies for the whole shift, at the same attained salary increment step. (For example- Step 4 to Step 4 on the higher rated range of rates.)
- (b) In the event that the Employer changes the classification allocation of the work being performed by a Regular Employee, to a classification with a lower Basic Rate of Pay, such Employee, while employed in such position, shall continue to receive their previous Basic Rate of Pay until the Basic Rate of Pay for the lower paid classification is equal to or greater than their previous Basic Rate of Pay, or for a period of eight (8) months, whichever is earlier, at which time the Employee will then receive the Basic Rate of Pay for the classification to which the position is allocated.
- (c) Clause 38.05 (a) and (b) are inoperable in the event of a Regular employee exercising seniority rights and job bumping provisions in accordance with the "Layoff, Recall and Severance" Article or in the job posting and selection process in accordance with the "Appointments, Vacancies and Promotions" Article.

ARTICLE 39
TRANSPORTATION ALLOWANCE

39.01 When an Employee is assigned duties necessitating the use of their private automobile the Employee shall be reimbursed at the rate of fifty cents (\$0.50) per kilometer or the Shepherd's Care Foundation Policy rates (whichever is greater).

ARTICLE 40
LOCKERS

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

ARTICLE 41
HANDLING CASH RECEIPTS AND DISBURSEMENTS

41.01 An Employee whose work responsibilities include handling cash will exercise caution and cares in balancing receipts and disbursements, but shall not be required to reimburse the Employer for shortages.

41.02 If there are recurring cash shortages, the Employees and the Employer will cooperate in measures to reduce shortages.

ARTICLE 42
EMPLOYMENT OF STUDENTS

- 42.01 The Parties recognize the value of work experience to students during the period between May 1 and September 1, inclusive, and wish to continue the Employer's practice of making student summer employment opportunities available. Students shall not displace Employees in the bargaining unit, and the Parties shall agree upon the application of the following each calendar year.
- 42.02 A "student" shall be defined as a student actively enrolled in a secondary or post-secondary educational program.
- 42.03 A "student" shall be included in the bargaining unit and shall be considered a casual employee under the Collective Agreement and shall be subject to the applicable provisions of the Collective Agreement.
- 42.04 Any student employed under this provision or any other provision shall not displace, reduce the hours of work or reduce the compensation of other permanent, temporary or casual employees and the employment of students shall not result in the position abolishment or layoff of any other employee.
- 42.05 The Union will be supplied annually by June 1, with a list of all Student employees, classification and work location employed under the terms of this Collective Agreement.

APPENDIX "A" - SALARY GRIDS

Home Care Attendant	Increase	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7
		\$ 18.37	\$ 19.07	\$ 19.82	\$ 20.58	\$ 21.39	\$ 22.22	\$ 23.01
Effective April 1, 2022	0.50	\$ 18.87	\$ 19.57	\$ 20.32	\$ 21.08	\$ 21.89	\$ 22.72	\$ 23.51
Effective April 1, 2022	1.00%	\$ 19.06	\$ 19.77	\$ 20.52	\$ 21.29	\$ 22.11	\$ 22.95	\$ 23.75
Effective March 1, 2023	1.25%	\$ 19.30	\$ 20.02	\$ 20.78	\$ 21.56	\$ 22.39	\$ 23.24	\$ 24.05
Effective April 1, 2023	0.50	\$ 19.80	\$ 20.52	\$ 21.28	\$ 22.06	\$ 22.89	\$ 23.74	\$ 24.55
Effective October 1, 2023	2.00%	\$ 20.20	\$ 20.93	\$ 21.71	\$ 22.50	\$ 23.35	\$ 24.21	\$ 25.04
*LSPA Effective October 1, 2023	2.00%	\$ 20.60	\$ 21.35	\$ 22.14	\$ 22.95	\$ 23.82	\$ 24.70	\$ 25.54

MILLWOODS MANOR AND SOUTHSIDE MANOR

HOME CARE ADDENDUM

The Parties agree that this Addendum applies to the following caregiver classifications only when working at the Millwoods Manor and Southside Manor in the provision of Home Care Services only:

Home Care Attendant

The following amendments to the Collective Agreement for the provision of the Home Care Services only:

Article 12 - Overtime

Replace Clause 12.02 with the following:

- 12.02 (a) The overtime rate of two times (2X) the applicable Basic Rate of Pay shall be paid for overtime worked.
- (b) Where a caregiver is employed for less than a 24-hour shift, overtime hours in respect of a work month are:
- (i) the total of the caregiver's hours of work in excess of ten (10) hours for each work day in the work month, or;
- (ii) the caregiver's hours work in excess of one hundred and sixty-eight (168) hours in the work month,
- whichever is greater, and where the number of hours calculated under sub-clause (i) is equal the number of hours calculated under sub-clause (ii), then those hours are the overtime hours.

Article 24 - Regular Part-time Employees

Replace Clause 24.03 with:

- 24.03 Where a caregiver is employed for less than a 24-hour shift, overtime hours in respect of a work month are:
- (a) the total of the caregiver's hours of work in excess of ten (10) hours for each work day in the work month, or;

- (b) the caregiver's hours work in excess of one hundred and sixty-eight (168) hours in the work month,

whichever is greater, and where the number of hours calculated under sub-clause (i) is equal the number of hours calculated under sub-clause (ii), then those hours are the overtime hours.

Article 26 - Casual Employees

Replace Clause 26.09 with:

26.09 Where a caregiver is employed for less than a 24-hour shift, overtime hours in respect of a work month are:

- (a) the total of the caregiver's hours of work in excess of ten (10) hours for each work day in the work month, or;
- (b) the caregiver's hours work in excess of one hundred and sixty-eight (168) hours in the work month,


whichever is greater, and where the number of hours calculated under sub-clause (i) is equal the number of hours calculated under sub-clause (ii), then those hours are the overtime hours.

SIGNATURES

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

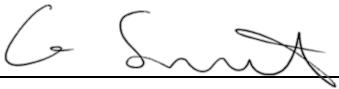
DATED AT Edmonton, Alberta this ____ day of March, 2024.

ON BEHALF OF THE EMPLOYER


_____

Witness

ON BEHALF OF THE UNION



Witness

LETTER OF UNDERSTANDING #1

between

SHEPHERD'S CARE FOUNDATION/Millwoods Manor and Southside Manor (the
"Employer")

and

ALBERTA UNION OF PROVINCIAL EMPLOYEES (the "Union")


RE: LEGAL INDEMNIFICATION

The Employer will make reasonable efforts to maintain organizational comprehensive professional and general liability insurance for all Employees. The Employer will maintain the insurance policy in good standing and will pay one hundred percent (100%) of the premium cost.

In accordance with the certificate of insurance, the Policy will cover general and professional liability for work-related activities by Employees during their shift while acting under the direction of the Employer and acting within the scope of their duties.

The Employer will provide a letter to the Union confirming that insurance is complete and will include an extract from the contract of insurance.


ON BEHALF OF THE EMPLOYER



March 21, 2024

Date

ON BEHALF OF THE UNION



April 2, 2024

Date

LETTER OF UNDERSTANDING #2

between

SHEPHERD'S CARE FOUNDATION/Millwoods Manor and Southside Manor (the
"Employer")

and

ALBERTA UNION OF PROVINCIAL EMPLOYEES (the "Union")

RE: AUXILIARY CARE WORKER (ACW)


The Parties agree that the Auxiliary Care Worker (ACW) classification will be used to fulfill organizational needs only where there are no Licensed Practical Nurses (LPNs) available to work at regular rates of pay. Prior to scheduling ACWs, the Employer will make every effort to contact LPNs who are currently employed at the facility and willing to work additional shifts including overtime rates.

An ACW shall only work under the direct supervision of the Registered Nurse (RN) or LPN.

RN students, who have completed at least their second year of a four-year program, including training in medication administration procedures, are eligible to be an ACW. The ACW must remain enrolled in the RN program to maintain employment as an ACW. If they are not currently enrolled, they are to be transferred to a Health Care Aide classification as a Casual Employee.

The rate of pay for the ACW will be Step 1 of the LPN Salary Grid in Appendix A. Other terms and conditions of employment will be as per the current Collective Agreement.

ON BEHALF OF THE EMPLOYER



March 21, 2024

Date

ON BEHALF OF THE UNION



April 2, 2024

Date

LETTER OF UNDERSTANDING #3

between

SHEPHERD'S CARE FOUNDATION/ Millwoods Manor and Southside Manor (the
"Employer")

and

ALBERTA UNION OF PROVINCIAL EMPLOYEES (the "Union")


RE: LONG SERVICE PAY ADJUSTMENT

This Letter of Understanding takes effect October 1, 2023 and applies to Auxiliary Nursing classifications only.

In addition to the basic hourly rates of pay specified in Appendix A – Salary Grid, an Employee who has twenty (20) or more calendar years of service with the Employer, shall receive a two percent (2%) Long Service Pay Adjustment (LSPA). An Employee's LSPA shall form part of the Employee's basic hourly rate of pay.

ON BEHALF OF THE EMPLOYER

ON BEHALF OF THE UNION





March 21, 2024

April 2, 2024

Date

Date

LETTER OF UNDERSTANDING #4

between

SHEPHERD'S CARE FOUNDATION/ Millwoods Manor and Southside Manor (the
"Employer")

and

ALBERTA UNION OF PROVINCIAL EMPLOYEES (the "Union")

RE: EMPLOYEE MANAGEMENT ADVISORY COMMITTEE (EMAC)
CONCERN/SUGGESTION FORM

If an Employee has a concern/suggestion about staffing or working short they may submit it in writing to the EMAC using the form below. The form shall be available in printed copy on the Union bulletin board. Once complete, Employees shall provide a copy of the form to their Local Chair.

TO: Employee Management Advisory Committee

FROM: _____ (Employee Name)

DATE: _____

Please describe your staffing or working short concern (including date and shift):

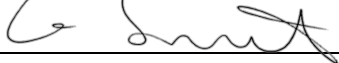
Please describe your staffing or working short suggestion:

ON BEHALF OF THE EMPLOYER

ON BEHALF OF THE UNION



March 21, 2024



April 2, 2024

Date

Date

LETTER OF UNDERSTANDING #5

between

SHEPHERD'S CARE FOUNDATION/ Millwoods Manor and Southside Manor (the
"Employer")

and

ALBERTA UNION OF PROVINCIAL EMPLOYEES (the "Union")

RE: EMPLOYMENT IN MULTIPLE POSITIONS/SITES

1. Definitions

In this Letter of Understanding:

- (a) "Site" means one of SCF/Kensington Village, SCF/Vanguard, Shepherd's Care Millwoods, SCF/Barrhead, and SCF/Millwoods Manor and SCF/Southside Manor; and
- (b) "Sites" means two or more sites as defined above.

2. Multiple Positions

- (a) This Letter of Understanding pertains to Employees who are employed in, or who attain multiple positions in one Site or Sites.
- (b) An Employee may not hold a full-time position at one Site and hold another position in the Site or at any of the other Sites.
- (c) If a Part-time Employee at one Site applies for a part-time position at the same or another Site, the Employee must, as part of their application inform the hiring manager in writing:
 - (i) that they hold a part-time position(s) at a Site(s) and specify the name of the Site(s); and
 - (ii) as to whether, if their application is successful, the applicant seeks to maintain both/all positions. And, if the Employee seeks to maintain both/all positions, provide the hiring manager with:
 - the shift and biweekly hours of the part-time position(s) they hold;
 - details as to whether the position(s) is/are temporary or permanent and if it is/they are temporary, the expected end date of the position(s); and
 - the then-current schedule of the part-time position(s) they hold.
- (d) Employees may only hold multiple part-time positions with a Site or with the Sites if:
 - (i) the hours of the positions combined will not exceed 7.75 hours per day or 77.5 hours biweekly;

- (ii) overtime will not be part of the regular biweekly schedule of any of the position schedules; and
 - (iii) the posted and confirmed schedules of the positions, when view together, will not violate the "Hours of Work and Scheduling" Article, "Regular Part-Time Employees" Article, and/or "Temporary Employees" Article of any of the applicable Collective Agreements unless those provisions are waived by mutual agreement of the Employer(s), Union, and Employee. For example, if the posted and confirmed schedules of two positions, when viewed together, would result in shifts on eight (8) consecutive days, the two positions could not be held, unless the Employer(s), Union, and Employee agreed to waive the scheduling provisions.
- (e) Probation and trial periods will apply to each component of the multiple positions. Probation is completed upon an Employee's successful completion of the first probationary period (since their most recent date of hire), with probation in second and subsequent positions reverting to a trial period within the provisions of the Collective Agreement of the Site where the second or subsequent position is being held except that there shall be no obligation on the Employer's behalf to reinstate the Employee in their former position, if any.
 - (f) Layoff and recall provisions shall apply individually to each position.
 - (g) An Employee who holds multiple positions, and who fails to report for work as scheduled due to a conflict in schedules, shall be required to resign from one (1) of the positions immediately.
 - (h) An Employee who accepts multiple positions acknowledges the Employer's requirement to manage shift scheduling. If an Employee is given notice of a change in the schedule of one of their positions and, as a result, the Employee's holding of multiple positions would then violate the parameters set out in this LOU, the Employee shall be required to resign from one (1) of the positions prior to the shift schedule change unless the Employer(s), Union, and Employee agreed to waive the scheduling provisions.
 - (i) The Employer reserves the right to deny or terminate multiple position situations based on operational requirements or health and safety factors, subject to all provisions of the Collective Agreement.

3. Picking Up Shifts in Multiple Sites

- (a) This Letter of Understanding also pertains to Employees who are or attain employment in more than one Site.
- (b) If an Employee is employed in multiple Sites and is offered an additional shift(s) and the Employee accepts the additional shift(s), the Employee is only entitled to overtime if, as between all the hours the Employee works between the Sites, the Employee:
 - (i) works greater than 7.75 hours in a day or more than 77.5 hours biweekly; and
 - (ii) prior to accepting the additional shift(s), advised the person offering the work that accepting the additional work would result in overtime payment, at which point the offer of the additional work may be withdrawn.

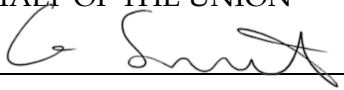
ON BEHALF OF THE EMPLOYER



March 21, 2024

Date

ON BEHALF OF THE UNION



April 2, 2024

Date

LETTER OF UNDERSTANDING #6

between

SHEPHERD'S CARE FOUNDATION/ Millwoods Manor and Southside Manor (the
"Employer")

and

ALBERTA UNION OF PROVINCIAL EMPLOYEES (the "Union")

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

Within three (3) full pay periods following the date of ratification (DOR), each Employee (who worked between January 1, 2021 and December 31, 2021) in the active employ of the Employer on the DOR shall be issued a one-time premium payment of 1.0% of their then-current Basic Rate of Pay for all hours actually worked between January 1, 2021 and December 31, 2021 minus deductions required by law.

ON BEHALF OF THE EMPLOYER

ON BEHALF OF THE UNION



March 21, 2024

April 2, 2024

Date

Date

LETTER OF UNDERSTANDING #7

between

SHEPHERD'S CARE FOUNDATION/ Millwoods Manor and Southside Manor (the
"Employer")

and


ALBERTA UNION OF PROVINCIAL EMPLOYEES (the "Union")

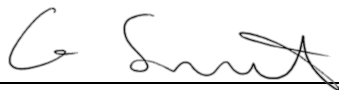
RE: SUPPLEMENTAL HEALTH BENEFITS - MASSAGE THERAPY

Effective no later than the start of the month ninety (90) calendar days after the date of ratification, a prescription shall not be required to access the massage therapy benefit provided pursuant to the Supplementary Health Benefits Plan.

ON BEHALF OF THE EMPLOYER

ON BEHALF OF THE UNION





March 21, 2024

April 2, 2024

Date

Date

LETTER OF UNDERSTANDING

BETWEEN

**Shepherd's Care Foundation/Millwoods Manor and Southside Manor
("Employer")**

- and -

ALBERTA UNION OF PROVINCIAL EMPLOYEES

RE: HOME CARE ATTENDANT UNCERTIFIED

1. A new Employee hired as a Home Care Attendant (HCATT) who is not on the HCA Directory as certified shall be classified as HCATT Uncertified and paid at the appropriate rate of pay as set out below:

April 1, 2023	\$18.77
October 1, 2023	\$19.15

Such Employee is required, as a condition of employment, to appear on the HCA Directory as certified within sixteen (16) months of their date of hire.

2. When an Employee who is classified as HCATT Uncertified appears on the HCA Directory as certified they shall be moved to the HCATT Certified salary grid effective the date the Employee provides notification to the Employer that the Employee is on the HCA Directory as certified. The Employee's hours paid when classified as HCATT Uncertified shall count towards the Employee's placement on the HCATT Certified salary grid.

Signed this 21st day of August, 2023.



For the Union



For the Employer

Letter of Understanding (LOU)

between

Shepherd's Care Foundation/Millwoods Manor and Southside Manor ("Employer")

and

AUPE ("Union")

Re: Health Care Aide Program or Health Care Aide Workplace Training Program

Health Care Aide Program

1. If the Employer hires an uncertified Home Care Attendant (Employee) who is already enrolled in a Health Care Aide Program (HCA Program):
 - It is a condition of employment that the Employee remains in the HCA Program until completion;
 - The Employee shall notify the Employer immediately if the Employee withdraws from or fails out of the HCA Program; and
 - It is a condition of employment that the Employee successfully completes the HCA Program and become certified on the HCA Directory within sixteen (16) months of their date of hire.

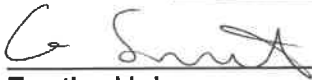
Health Care Aide Workplace Training Program

2. The Employer is partnering with various post-secondary institutions to implement a Health Care Aide Workplace Training Program (Program). As an element of the Program, the post-secondary institution (PSI) determines the criteria for what constitutes successful completion of the Program. For an Employee enrolled in or who becomes enrolled in the Program, an Employee's failure to successfully complete the Program is a matter between the Employee and the PSI and shall not be subject to the grievance procedure between the Employer and the Union unless the Employer fails to act in compliance with this LOU.
3. If the Employer hires an Employee who is not enrolled in the HCA Program or the Program:
 - It is a condition of employment that the Employee enrolls in the Program within four (4) months of hire and remains in the Program until completion;
 - The Employee shall notify the Employer immediately if the Employee withdraws from or fails out of the Program; and


- It is a condition of employment that the Employee successfully completes the Program and become certified on the HCA Directory within sixteen (16) months of their date of hire.
4. The Program is a combination of online education (Course Portion) and onsite clinical skills training and assessment:
- The Course Portion of the Program is scheduled between the Employee and PSI. All time spent by the Employee on the Course Portion of the Program shall be conducted on the Employee's own time outside of hours of work with the Employer. The Employee is not entitled to any payment from the Employer for time spent attending or preparing for the Course Portion of the Program including time spent studying for or writing examinations; and
 - The Employer will provide clinical tutoring and skills training/assessment through on site classes and labs (Onsite Classes). The Employer will set the dates and times of all Onsite Classes. The Employee's attendance at the Onsite Classes is mandatory. The Employee is not entitled to any payment from the Employer for time spent attending or preparing for any Onsite Classes but if the Employee was scheduled to work for the Employer during the time an Onsite Class is held, the Employee will suffer no loss of pay for attendance at the Onsite Class;
5. If the Employee seeks Tuition Assistance from the Employer for enrolment in the Program and the Employer agrees to provide Financial Assistance up to a maximum of \$3900 the terms are as follows:
- The Employee shall apply for the Program-applicable bursary (bursary) as soon as possible;
 - The Employer and the Employee shall agree to a Financial Assistance Repayment Plan in advance of tuition being provided to the PSI (on behalf of the Employee) or the exam fee being provided to the applicable provincial agency (on behalf of the Employee) which repayment schedule shall be based on either a flat dollar amount or an hourly amount per hour paid to be deducted from each of the Employee's pay cheques until the Tuition Assistance is fully repaid;
 - The Employee shall notify their manager as soon as the Employee receives any and all bursary monies;
 - The Employee shall provide all bursary monies to the Employer when received, up to the amount of Financial Assistance provided to the Employee;
 - The Employee agrees to work for the Employer for fourteen (14) months from the date the Employee becomes certified on the HCA Directory during which time they will work at least 1000 hours, if offered the hours by the Employer (the Return for Service Period) which fourteen (14) months shall be extended by any absence(s) from work (excluding vacation) of longer than thirty (30) consecutive calendar days;
 - The Employee agrees to repay the Employer the Financial Assistance including if the Employee withdraws from or fails out of the Program or ceases employment with the Employer (other than because of layoff);

- The Employee agrees that if the Employee ceases employment with the Employer (other than as a result of being laid off) prior to the Financial Assistance being fully repaid (the "Amount Owing"), the Employer can deduct the Amount Owing from the Employee's last pay cheque(s) including from regular pay, overtime pay, vacation pay, and all other pays owing to the Employee; and
 - If, after the Employee's last pay the Employee still has an Amount Owing to the Employer, the Employee agrees to pay the Amount Owing to the Employer within six (6) months of the Employee's employment ceasing with the Employer.
6. The basic hourly rate of pay of an Employee (working as a Home Care Attendant Uncertified) and the increment-related details applicable when the Employee is certified on the HCA Directory shall be as per the parties' Letter of Understanding re Home Care Attendant Uncertified.

Signed this 21st day of August, 2023.



For the Union



For the Employer