COLLECTIVE AGREEMENT

between

CAREWEST – COLONEL BELCHER

and

CANADIAN UNION OF PUBLIC EMPLOYEES, LOCAL 8

(on behalf of all Employees at or out of the Colonel Belcher when employed in general support services except those covered by Certificate No. 220-2009)

July 1, 2024 - June 30, 2028

Canadian Office &
Professional Employees
SD/dlw/Local #491

The Parties respectfully acknowledge that Alberta is located on Treaty 4, 6, 7, and 8 Territory traditional lands - a traditional gathering place for diverse Indigenous peoples, including the Cree, Blackfoot, Métis, Dene, Stoney Nakoda Sioux, Saulteaux, Siksika, the Piikani, the Kainai, the Tsuut'ina, the Stoney Nakoda First Nations, and many others whose histories, languages, and cultures continue to influence our vibrant community.

TABLE OF CONTENTS

PREAMBLE 1
ARTICLE 1 - TERM OF COLLECTIVE AGREEMENT 1
ARTICLE 2 – DEFINITIONS 2
ARTICLE 3 - CHANGE IN COLLECTIVE AGREEMENT 4
ARTICLE 4 - UNION RECOGNITION 4
ARTICLE 5 - UNION MEMBERSHIP, SECURITY AND CHECK-OFF 4
ARTICLE 6 - MANAGEMENT RIGHTS 5
ARTICLE 7 - DISCRIMINATION 5
ARTICLE 8 - OCCUPATIONAL HEALTH AND SAFETY 6
ARTICLE 9 - JOB CLASSIFICATION 7
ARTICLE 10 - BULLETIN BOARDS 9
ARTICLE 11 - SHOP STEWARDS 9
ARTICLE 12 - GRIEVANCE PROCEDURE 10
ARTICLE 13 - PROBATIONARY PERIOD 13
ARTICLE 14 - SALARIES 13
ARTICLE 15 - RECOGNITION OF PREVIOUS EXPERIENCE 14
ARTICLE 16 - PAYDAYS 14
ARTICLE 17 - HOURS OF WORK 15
ARTICLE 18 - OVERTIME 18
ARTICLE 19 - EMPLOYEE-MANAGEMENT ADVISORY COMMITTEE (EMAC) 19
ARTICLE 20 - PYRAMIDING 20
ARTICLE 21 - SHIFT PREMIUM 20
ARTICLE 22 - WEEKEND PREMIUM 20
ARTICLE 23 - TRANSPORTATION ALLOWANCE 20
ARTICLE 24 - ANNUAL VACATION 21
ARTICLE 25 - NAMED HOLIDAYS 25
ARTICLE 26 - SICK LEAVE 27
ARTICLE 27 - WORKERS' COMPENSATION 29
ARTICLE 28 - HEALTH BENEFITS 31
ARTICLE 29 - PENSION PLAN 32
ARTICLE 30 - LEAVES OF ABSENCE 32
ARTICLE 31 - BEREAVEMENT 36
ARTICLE 32 - UNIFORMS 36
ARTICLE 33 - APPOINTMENTS, PROMOTIONS, TRANSFERS AND VACANCIES 37
ARTICLE 34 - DISCIPLINE, DISMISSAL & RESIGNATION 39
ARTICLE 35 - SENIORITY 40
ARTICLE 36 - LAYOFF AND DISPLACEMENT PROCEDURE 40
ARTICLE 37 - TEMPORARY AND CASUAL EMPLOYEES 44
ARTICLE 38 - RETROACTIVITY 46
ARTICLE 39 - COPIES OF COLLECTIVE AGREEMENT 46
SALARIES SCHEDULE 48
LETTER OF UNDERSTANDING #1 50
RE: ALTERNATE SHIFT SCHEDULES AND JOB SHARING 50

LETTER OF UNDERSTANDING #2 51
RE: FLEXIBLE HEALTH BENEFITS SPENDING ACCOUNT 51
LETTER OF UNDERSTANDING #3 53
RE: SUPPLEMENTARY BENEFIT PLAN IMPROVEMENTS 53
LETTER OF UNDERSTANDING #4 55
RE: ADJUSTING FULL-TIME EQUIVALENCY 55
LETTER OF UNDERSTANDING #5 57
RE: FOOD SERVICES CLASSIFICATION CHANGES 57

ALPHABETICAL INDEX

ANNUAL VACATION – ARTICLE 24	21
APPOINTMENTS, PROMOTIONS, TRANSFERS AND VACANCIES – ARTICLE 33	37
BEREAVEMENT – ARTICLE 31	36
BULLETIN BOARDS – ARTICLE 10	9
CHANGE IN COLLECTIVE AGREEMENT – ARTICLE 3	4
COPIES OF COLLECTIVE AGREEMENT – ARTICLE 39	46
DEFINITIONS – ARTICLE 2	2
DISCIPLINE, DISMISSAL AND RESIGNATION – ARTICLE 34	39
DISCRIMINATION – ARTICLE 7	5
EMPLOYEE-MANAGEMENT ADVISORY COMMITTEE (EMAC) – ARTICLE 19	19
GRIEVANCE PROCEDURE – ARTICLE 12	10
HEALTH BENEFITS – ARTICLE 28	31
HOURS OF WORK – ARTICLE 17	15
JOB CLASSIFICATION – ARTICLE 9	7
LAYOFF AND DISPLACEMENT PROCEDURE – ARTICLE 36	40
LEAVES OF ABSENCE – ARTICLE 30	32
LETTERS OF UNDERSTANDING	
RE: ALTERNATE SHIFT SCHEDULES AND JOB SHARING	50
RE: FLEXIBLE HEALTH BENEFITS SPENDING ACCOUNT	51
RE: SUPPLEMENTARY BENEFIT PLAN IMPROVEMENTS	53
RE: ADJUSTING FULL-TIME EQUIVALENCY	55
RE: FOOD SERVICES CLASSIFICATION CHANGES	57
MANAGEMENT RIGHTS – ARTICLE 6	5
NAMED HOLIDAYS – ARTICLE 25	25
OCCUPATIONAL HEALTH AND SAFETY – ARTICLE 8	6
OVERTIME – ARTICLE 18	18
PAYDAYS – ARTICLE 16	14
PENSION PLAN – ARTICLE 29	32
PREAMBLE	1
PROBATIONARY PERIOD – ARTICLE 13	13
PYRAMIDING – ARTICLE 20	20
RECOGNITION OF PREVIOUS SERVICE – ARTICLE 15	14
RETROACTIVITY – ARTICLE 38	46
SALARIES – ARTICLE 14	13
SALARIES SCHEDULE	48
SENIORITY – ARTICLE 35	40
SHIFT PREMIUM – ARTICLE 21	20
SHOP STEWARDS – ARTICLE 11	9
SICK LEAVE – ARTICLE 26	27
TEMPORARY AND CASUAL EMPLOYEES – ARTICLE 37	44
TERM OF COLLECTIVE AGREEMENT – ARTICLE 1	1
TRANSPORTATION ALLOWANCE – ARTICLE 23	20
UNIFORMS – ARTICLE 32	36

UNION MEMBERSHIP, SECURITY AND CHECK-OFF – ARTICLE 5	4
UNION RECOGNITION – ARTICLE 4	4
WEEKEND PREMIUM – ARTICLE 22	20
WORKERS' COMPENSATION – ARTICLE 27	29

COLLECTIVE AGREEMENT
between CAREWEST
(hereinafter referred to as the "Employer")

and

THE CANADIAN UNION OF PUBLIC EMPLOYEES, Local 8
(hereinafter referred to as the "Union")

(on behalf of all Employees at or out of the Colonel Belcher when employed in general support services except those covered by Certificate No. 220-2009)

PREAMBLE

The parties agree that the primary purpose of the Employer is to provide the community with efficient, competent continuing care services. It is the intent of the parties to:

(a) ensure the provision of the best possible service and care;
(b) protect the interest of clients, Employees and the community;
(c) maintain harmonious relations between the Employer and the Union;
(d) recognize the mutual value of joint discussions and negotiations in all matters of mutual concern to the parties.

NOW THEREFORE, THE PARTIES HERETO AGREE AS FOLLOWS:

ARTICLE 1 - TERM OF COLLECTIVE AGREEMENT

1.01 Except where otherwise stated in this Collective Agreement, this Collective Agreement, including appendices hereto, unless altered by mutual consent of both parties hereto; shall be in force and effect from the date upon which both parties exchange notice of ratification up to and including June 30, 2028, 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 during the period between sixty (60) calendar days and one hundred and twenty (120) calendar days prior to its expiration date.

1.02 When either party serves notice of desire to amend the Collective Agreement under Article 1.01 above, the negotiating committees shall exchange any proposed amendments at commencement of negotiations.

1.03 This Collective Agreement shall continue in force and effect until a new Collective Agreement has been executed or as required by the Alberta *Labour Relations Code*.

ARTICLE 2 – DEFINITIONS

2.01 An "Employee" shall mean any Employee of the Employer for whom the Union has been certified as bargaining agent, or for whom the Union has attained the status of bargaining agent through voluntary recognition, and whose employment is designated as:

(a) "Regular Employee" is one who works on a Full-time or Part-time basis on regularly scheduled shifts of a continuing nature:

(i) "Full-time Employee" shall mean an Employee who is scheduled to work the hours specified in Article 17 - Hours of Work.

(ii) "Part-time Employee" shall mean an Employee who works scheduled shifts pursuant to Article 17.07 provided however that such hours worked, averaged over a complete shift cycle shall be less than those established for Full-time employment. A Part-time Employee will work a minimum of three (3) hours per shift.

(b) "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 twelve (12) months; or

(ii) to replace a Full-time or Part-time Employee who is on an approved leave of absence for a period in excess of three (3) months; or

(iii) to replace a Full-time or Part-time Employee who is on leave due to illness or injury, where the Employee has indicated that the duration of such leave will be in excess of three (3) months.

When a Temporary Employee is hired, the Employer shall advise the Union in writing of the Temporary Employee's name, classification, department, expected term, and nature of the Temporary assignment. The term of employment of such Temporary Employee may be extended only by mutual agreement in writing between the Employer and the Union. A Temporary Employee may work either Full-time or Part-time hours. In the event the end date of the expected term is to be shortened, the Employer shall provide the Temporary Employee with a minimum of two (2) weeks' notice of the new end date.

(c) "Casual Employee" is one who:

(i) is 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.

When a Casual Employee is hired for a specific job that is greater than one (1) month but less than three (3) months, the Employer shall advise the

Union in writing of the Casual Employee's name, expected term, classification, department, and nature of the assignment. In the event that the expected end date is shortened, the Employer will provide the Employee with two (2) weeks' notice of the new end date.

2.02 (a) Except as specifically stated otherwise, the provisions of this Collective Agreement shall apply to Part-time Employees.

(b) Temporary and Casual Employees do not have a continuing employment relationship with the Employer and except as specifically stated in Article 37 of this Collective Agreement, the provisions of this Collective Agreement shall not apply to Temporary and Casual Employees.

2.03 "Vacation" means annual vacation with pay.

2.04 "Vacation year" means the twelve (12) month period commencing on the first (1st) day of April in each calendar year and concluding on the 31st day of March of the following year.

2.05 "Date of Employment" for the purpose of calculating annual vacation means:

(a) in the case of an Employee whose employment commenced between the first (1st) and fifteenth (15th) days inclusive of any month, the first (1st) day of that calendar month;

(b) in the case of an Employee whose employment commenced between the sixteenth (16th) and the last day inclusive of any month, the first (1st) day of the following calendar month.

2.06 "Shift" means a daily tour of duty exclusive of overtime hours.

2.07 "Basic Rate of Pay" shall mean the applicable step in the pay range of the Employee's classification as set out in the Salaries Schedule.

2.08 "Pyramiding" means the payment of two (2) or more premiums under different provisions of this Collective Agreement for the same hours worked.

2.09 "Cycle of the Shift Schedule" means that period of time which is required for a shift schedule to repeat itself or two (2) weeks whichever is greater and shall not exceed fifteen (15) weeks.

2.10 "Union" means the Canadian Union of Public Employees, Local 8. In the event of a change of name or local number of the aforementioned Union, the subsequent name and local shall be recognized.

2.11 "Continuous Service" means the period of employment commencing on the latest date of employment with the Employer that is not interrupted by termination or dismissal.

ARTICLE 3 - CHANGE IN COLLECTIVE AGREEMENT

3.01 Any changes deemed necessary in this Collective Agreement shall be made in writing by mutual agreement between the parties at any time during the existence of this Collective Agreement and shall form part of this Collective Agreement.

ARTICLE 4 - UNION RECOGNITION

4.01 The Employer recognizes the Union as the sole bargaining agent for the Employees covered by this Collective Agreement as described in the various certificates of the Alberta Labour Relations Board issued pursuant to the *Labour Relations Code* and amendments thereto, or where voluntary recognition exists, the Employer recognizes the Union as sole bargaining agent for all Employees within the classifications listed for the work site.

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

4.03 Each party will designate a person or persons and all correspondence between the parties arising out of this Collective Agreement or incidental thereto shall pass to and from such designated persons.

4.04 Persons whose jobs are not in the bargaining unit shall not work on a job which is included in the bargaining unit, except for purposes of instruction, in an emergency, or when Regular Employees are not available, and provided that the act of performing the aforementioned work does not reduce the hours of work or pay of any Regular Employee. For the purpose of this clause, "persons" shall include all other Employees of the Employer who are not included in the bargaining unit.

4.05 The Employer recognizes that the Local Union may have the assistance of a CUPE National or Regional Representative during communications with the Employer and in exercising its rights as outlined in this Collective Agreement.

ARTICLE 5 - UNION MEMBERSHIP, SECURITY AND CHECK-OFF

5.01 Membership in the Union shall be voluntary on the part of each Employee. All Employees covered by this Collective Agreement who are members of the Union at the time of signing of this Collective Agreement, or who, in the future, decide to become members of the Union, shall, as a condition of employment, maintain their membership in the Union during the life of this Collective Agreement.

5.02 The Employer shall deduct from the wages of Employees covered by this Collective Agreement an amount equal to the monthly Union dues in a manner which is in keeping with the payroll system in effect in Carewest. In all instances such deductions shall be forwarded to the Secretary-Treasurer of the Union not later than the fifteenth (15^{th}) day of the following month in which the dues were deducted. Such deductions shall be accompanied by a list which shall indicate

each Employee's name and address and the amount deducted from each Employee. Particulars, identifying each Employee in printed form, or other agreed formats (where currently provided) showing the Employee number, starting date, classification, employment status shall also be provided monthly together with the amount deducted from each Employee. Such dues may be remitted electronically to the Union.

5.03 The Employer will note the individual Union dues deducted and enter the amount on T-4 slips issued for income tax purposes.

5.04 A representative of the Union shall have the right to make a presentation of up to thirty
(30) minutes at the orientation of new Employees with respect to the structure of the Local, as well as the rights, responsibilities and benefits under the Collective Agreement; provided, however, that attendance at the presentation shall not be compulsory.

ARTICLE 6 - MANAGEMENT RIGHTS

6.01 Management reserves all rights not specifically restricted by the provisions of this Collective Agreement.

ARTICLE 7 - DISCRIMINATION

7.01 (a) The Employer or the Union shall not at any time discriminate against any Employee on account of:

(i) race;
(ii) colour;
(iii) ancestry;
(iv) place of origin;
(v) religious beliefs;
(vi) gender;
(vii) gender identity
(viii) gender expression
(ix) age;
(x) physical disability;
(xi) mental disability;
(xii) marital status;
(xiii) family status;
(xiv) sexual orientation;
(xv) source of income;
(xvi) membership or non-membership or participation or non-participation in lawful activities on behalf of the Union; or
(xvii) political affiliation.

(b) Article 7.01 (a) shall not apply with respect to a refusal, limitation, specification, or preference based on a bona fide occupational requirement.

ARTICLE 8 - OCCUPATIONAL HEALTH AND SAFETY

8.01 The parties to this Collective Agreement will co-operate to the fullest extent in the matter of occupational health, safety and accident prevention, and the Employer agrees to provide safety equipment when required and to install devices where necessary.

8.02 An Occupational Health and Safety Committee will be established and the Union will have the right to designate two (2) members of the bargaining unit as members of this Committee (one member for those hospitals with less than one hundred (100) Employees in the bargaining unit). This Committee may include representatives from other Employee groups. The number of Employer representatives on the Committee shall not exceed the number of representatives from the Union and other Employee groups.

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

8.04 The Committee shall meet once a month at a mutually acceptable hour and date. Either the Chairperson or Vice-Chairperson may call a special meeting of this Committee to deal with urgent matters. The terms of reference of the Committee will determine the procedure for dealing with such matters.

8.05 The Chairperson of the Committee will be determined in accordance with its terms of reference.

8.06 The Employer will co-operate with the Committee by providing:

(a) materials and equipment necessary to carry out its functions in accordance with its terms of reference;

(b) data pertaining to workplace health and safety conditions;

(c) access to information pertaining to accidents, incidents or occupational diseases that occur at the work site.

8.07 The Committee shall assist the Employer:

(a) by identifying situations which may be unhealthy or unsafe in respect of the work site and make appropriate recommendations;

(b) in the development and promotion of measures to protect the safety and health of Employees in the work site and to check the effectiveness of such measures.

8.08 The Health and Safety Committee shall also consider measures necessary to ensure the safety of each Employee on the Employer's premises and may make recommendations to the Employer in that regard. Should the recommendations not be implemented, and adequate steps not taken towards implementation within two (2) months from the date the recommendation is made, the Health and Safety

Committee
may request and shall have the right to have their recommendations presented to the Governing Board.

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

8.10 The Employer shall not unreasonably deny committee members access to the workplace to conduct safety inspections, including monitoring.

ARTICLE 9 - JOB CLASSIFICATION

9.01 The Employer shall provide classification criteria for all classifications listed in the Salaries Schedule to the Union.

9.02 The purpose of the classification criteria is to provide a guideline for the determination of each Employee's classification and shall not be considered as an amendment to the scope of the bargaining unit or as a complete definition of any position.

9.03 <u>New Classifications</u>

(a) In the event that the Employer creates a new classification which is within the scope of the bargaining unit in accordance with Article 4.01, and which is not listed as a classification in the "Salary Schedule", the following will occur:

(i) The Employer, shall provide classification criteria and a position profile for the new classification to the Union;

(ii) The Basic Rate of Pay of an Employee occupying the new job classification shall be established by the Employer;

(iii) The Employer shall advise the Employee and the Union of the Basic Rate of Pay for the new job classification;

(iv) In the event that the Basic Rate of Pay established by the Employer is not acceptable to the Union, the Union shall, within thirty (30) calendar days from the date they received notification of the Basic Rate of Pay for the new classification, advise the Employer that they wish to negotiate the Basic Rate of Pay established by the Employer;

(v) The Employer and the Union shall meet to negotiate the Basic Rate of Pay for the new job classification;

(vi) If a satisfactory conclusion to such negotiations is not reached within sixty (60) calendar days from the date that the Union received the Basic Rate of Pay for the new classification, the Union shall have an additional fourteen (14) calendar days to refer, in writing, the question of Basic Rate of Pay for the new job classification to arbitration in

accordance with Article 12.02, Step III of the Collective Agreement.

9.04 Change to Existing Classifications

In the event that the Employer changes the classification criteria of a classification listed in the Salaries Schedule, the following will occur:

(a) The Employer shall provide the changed classification criteria and a position profile to the Union.

(b) If changes to the classification criteria have the effect of significantly altering the core functions of an existing classification, the Union may, within thirty (30) calendar days from the date they received notification of the change, notify the Employer that they wish to negotiate the Basic Rate of Pay of that classification.

(c) If the Union is notified of the change to the classification criteria within the four (4) month period prior to the expiration date of the Collective Agreement, such negotiation and resolution of the Basic Rate of Pay shall occur during the negotiation of the next Collective Agreement between the parties.

(d) If the Union is notified of the change to the classification criteria before the four (4) month period prior to the expiration date of the Collective Agreement, the following provisions shall apply:

(i) the Employer and the Union shall meet to negotiate the Basic Rate of Pay for the classification for which the classification criteria has been changed;

(ii) if a satisfactory conclusion to such negotiations is not reached within sixty (60) calendar days from the date that the Union received notification of the changed classification criteria, the Union shall have an additional fourteen (14) calendar days to refer, in writing, the matter of the Basic Rate of Pay for the classification for which the classification criteria has been changed, to arbitration in accordance with Article 12.02, Step III - Arbitration.

9.05 Change in Job Content

Any Regular Employee who considers that their position should be reclassified due to a significant change in job content shall have the privilege of appeal in accordance with Article 12: Grievance Procedure, commencing at Step I.

9.06 Classification Adjustment

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 twelve (12) months, whichever is earlier, at which time they will then receive the Basic Rate of Pay for the classification to which the position is allocated.

9.07 The time limits outlined in Articles 9.03 and 9.04 may be extended by mutual consent in writing between the Union and the Employer.

9.08 In the event that the Union does not comply with the time limits established in Article 9.03 the Basic Rate of Pay established by the Employer for the new job classification shall prevail.

9.09 In the event that the Union does not comply with the time limits established in Article 9.04, the Basic Rate of Pay for the classification for which the classification criteria has been changed shall prevail.

9.10 An Arbitration Board established in accordance with Articles 9.03, 9.04 and 9.05 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.

ARTICLE 10 - BULLETIN BOARDS

10.01 The Employer shall provide bulletin boards which shall be placed so that all Employees shall have access to them and upon which the Union shall have the right to post notice of meetings and such other notices as may be of interest to Employees. It is not the intention of the Union to post anything objectionable to the Employer.

ARTICLE 11 - SHOP STEWARDS

11.01 The Shop Steward system is accepted in principle by the Employer, and Shop Stewards will be recognized as having authority to act on behalf of other Employees. The names of Shop Stewards will be supplied in writing to the Employer before they are recognized by the Employer as Shop Stewards.

11.02 In work sites where there are no Shop Stewards, Union Officers will be recognized as Shop Stewards for the purpose of this Article.

11.03 The Employer agrees that the Shop Steward shall not be hindered, coerced or interfered with in any way in the performance of their function while investigating disputes and presenting adjustments. The Union understands and agrees that each Shop Steward is employed to perform work as required by the Employer and that they will not leave their work during working hours except to perform their duties as provided in this Collective Agreement. Therefore, no Shop Steward shall leave their work without obtaining the permission of their supervisor; such permission shall not be unreasonably withheld.

11.04 Shop Stewards shall suffer no loss in pay during scheduled hours of work for time spent on the Employer's premises in performing their duties as Shop Stewards.

ARTICLE 12 - GRIEVANCE PROCEDURE

12.01 Definition of a Grievance

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

12.02 Settling of Disputes and Grievances

(a) An Employee or the Local Union shall have the right at any time to have the assistance of a Union Representative.

(b) At all levels of the grievance procedure:

(i) a sincere attempt shall be made by both parties to this Collective Agreement to resolve problems in the workplace through discussion.

(ii) a meeting may be arranged to discuss the problem and exchange information at any step of the grievance procedure.

Informal Discussion

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

Step I (Associate Director or Designate)

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

Step II (Director or Designate)

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

Step III (Arbitration)

(a) If the grievance is not resolved under Step II above, the Union may within thirty (30) days of receipt of the written decision of the Director or Designate at Step II above, notify the Employer in writing of its intention to submit the grievance to arbitration. The parties agree that a single arbitrator shall be used to hear any grievance advanced to arbitration. The party advancing the matter to arbitration shall provide the other party with a list of three (3) suggested arbitrators and the responding shall, within ten (10) days of receipt of such notice, notify the other party of their agreement to one (1) of the suggested arbitrators or provide a list of three (3) alternate arbitrators. Where the parties cannot agree on the Arbitrator, the Director of Mediation Services shall make the appointment.

(b) The parties may agree to proceed by way of a three-person Arbitration Board. If that is the case, the Union or the Employer shall name its nominee to the Arbitration Board. The two (2) appointees so named shall, within ten (10) days, appoint a third person who shall be the Chair of the Arbitration Board. If the two (2) members fail to appoint a third person within the time limits, the Director or Mediation Services shall appoint the Chair of the Arbitration Board.

(c) The Arbitrator, or Arbitration Board shall hear and determine the difference and shall issue an award in writing. The decision of the Arbitrator or the majority of the Arbitration Board is final and binding upon the parties and upon the Employee(s) affected by it.

(d) Each party to the difference shall bear the expense of its respective appointee to the Arbitration Board, and the two (2) parties shall bear equally the expenses of the Chair.

(e) The Arbitrator, or Arbitration Board by its decision shall not alter, amend or change the provisions of this Collective Agreement.

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

12.04 Time Limits

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

(b) Should the Employee or the Union fail to comply with any time limit in the grievance procedure, the grievance will be considered abandoned. Should the Employer fail to comply with any time limits in the grievance procedure, the grievance shall automatically move to the next step on the day following the expiry of the particular time limit.

12.05 Group Grievance

In the event that the difference affects two (2) or more Employees, those so affected, or the Union within twenty (20) days of the date they first became aware of, or reasonably should have become aware of the occurrence, may make a written request to the Director or designate(s) that the grievances be grouped and dealt with as a single grievance commencing at Step I. A request to group such grievances will not be unreasonably denied.

12.06 Policy Grievance

(a) Where a dispute involving the question of general application or interpretation occurs affecting more than one (1) Employee, the Union may proceed on a policy grievance provided the Union initiates the policy grievance within ten (10) days of the date the Union became aware of, or reasonably should have become aware of, the occurrence.

(b) A policy grievance may be submitted at Step I.

12.07 Dismissal or Suspension Grievance

In the event an Employee alleges dismissal or suspension without just cause, the Employee's grievance may commence at Step I, within fourteen (14) days of the occurrence.

12.08 Replies in Writing

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

12.09 Facilities for Grievances

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

12.10 Unique Circumstances

(a) Grievances affecting services/programs other than the Employee's service/program (i.e. transfers and promotions), will be commenced with the Leader of the affected service/program.

(b) In the event that any management Officers as named in the grievance steps are one and the same, the subsequent Step will be deemed to have been complied with.

12.11 For the purpose of this Article, "Local Union Officer" may include an Employee of the CUPE Local #8 or the CUPE National Representative assigned to the CUPE Local #8.

ARTICLE 13 - PROBATIONARY PERIOD

13.01 Dismissal

A newly hired Regular Employee shall serve a probationary period. If such Employee is unsatisfactory in the opinion of the Employer, they may be dismissed at any time during the probationary period without notice.

13.02 Transfer to another Classification

If a probationary Employee is transferred to another classification, they may be required to complete a new probationary period commencing on the date of transfer.

13.03 Feedback on Progress

An Employee will be kept advised of their progress during the probationary period.

13.04 (a) The probationary period for a Regular Full-time Employee consists of four hundred and twenty-five (425) hours worked from the date the last period of continuous employment commenced. The probationary period for a Regular Part-time Employee consists of four hundred and twenty-five (425) hours worked or six (6) months worked from the date the last period of continuous employment commenced, whichever comes first. The probationary Employee will be kept advised of their performance and provided with a probationary appraisal.

(b) The probationary period may be extended by an additional four hundred (400) hours or less for reasons other than those specified in Article 13.02 by mutual agreement in writing between the Employer, the Union and the Employee. However, in no event will an Employee's total probationary period exceed eight hundred and twenty-five (825) hours or nine (9) months, whichever comes first.

(c) A probationary Employee shall be given a fair opportunity to demonstrate their ability and given a fair opportunity, with reasonable notice, to correct any deficiencies in performance.

ARTICLE 14 - SALARIES

14.01 The Basic Rates of Pay for each classification shall be expressed in hourly terms in the Salaries Schedule which is attached to and forms a part of this Collective Agreement and shall be effective from and after the dates specified.

14.02 Pay Steps

Employees shall receive pay step advancements, if applicable, based upon completion of two thousand and twenty-two point seventy-five (2022.75) hours of work at each subsequent pay step in the pay range as specified in the Salaries

Schedule.

14.03 (a) When a Regular Employee achieves a position in a classification with the same end rate as their present classification, such Employee shall move to the pay step which has a rate which is equal to their present Basic Rate of Pay, or if there is no such pay step, they shall move to the pay step that has a Basic Rate of Pay that is next higher to their present Basic Rate of Pay.

(b) When a Regular Employee achieves a position in a classification with an end rate that is greater than the end rate of their present classification, the Employee shall be advanced to the pay step in the higher pay range that provides them with an increase in their Basic Rate of Pay.

(c) When a Regular Employee achieves a position in a classification with an end rate that is less than their present classification, they shall be assigned to the pay step in the lower pay range that causes the least amount of reduction in their present Basic Rate of Pay.

14.04 Should the Employer issue an Employee an overpayment of wages and/or entitlements, then the Employer may make the necessary monetary or entitlement adjustments and take such internal administrative action as is necessary to correct such errors. The Employer shall notify the Employee in writing that an overpayment has been made and discuss repayment options. 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.

ARTICLE 15 - RECOGNITION OF PREVIOUS EXPERIENCE

15.01 Provided not more than three (3) years have elapsed since the experience was obtained when an Employee has experience satisfactory to the Employer, their salary shall be adjusted by applying the following formula as may be applicable:

(a) all experience satisfactory to the Employer shall be recognized on the basis of one (1) step for each two thousand and twenty two point seven five (2022.75) hours worked up to the top step of the Salary Schedule.

(b) if the Employee submits documentation of their experience to the Employer within thirty (30) calendar days of their start date, the adjustment shall be effective retroactive to their start date. If the documentation is submitted after thirty (30) calendar days, such adjustment shall be effective the date the Employee submits documentation of their experience to the Employer.

ARTICLE 16 - PAYDAYS

16.01 Paydays will be established in each work site but in no event will Employees be paid less frequently than twice monthly.

ARTICLE 17 - HOURS OF WORK

17.01 It is understood and agreed that work shall provide for a continuous operation Monday through Sunday. Also, a weekend is defined as Saturday and Sunday.

17.02 Posting of Shift Schedules

Shift schedules shall be posted not less than twenty-eight (28) calendar days in advance. When a change is made in the Regular Employee's scheduled work days the Employee shall be informed and the change shall be recorded on the shift schedule. When such change is made with less than seven (7) calendar days' notice, the Regular Employee shall be paid at one and one-half times (1½x) the Basic Rate of Pay for all hours worked on the first shift of the changed schedule.

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

17.04 Reporting for a Later Shift

In the event a Regular Employee reports for work as scheduled and is requested by the Employer to report for a later shift, the Regular Employee shall be compensated by payment of three (3) hours pay at their Basic Rate of Pay.

17.05 Rest Period

All Employees shall be permitted one (1) rest period of fifteen (15) minutes during each period of three point eight seven five (3.875) hours of work, the time off which shall be scheduled by the Employer. Rest periods will not be scheduled in conjunction with meal periods, starting times, quitting times, or taken together except by mutual agreement of the Employee and the Employer.

17.06 Full-time Employees

(a) Normal hours of work, exclusive of meal periods, for Regular Full-time Employees shall be:

(i) seven and three-quarter (7¾) work hours per day; and

(ii) seventy-seven and one-half (77½) work hours in each period of fourteen (14) calendar days averaged over one (1) complete cycle of the shift schedule.

(b) Regular Full-time Employees who are scheduled to rotate shifts (days, evenings; or days and evenings; or days) shall be assigned not less than one-third (1/3) day shifts during a shift cycle; unless otherwise mutually

agreed to between the Employer and the Union. The Employer shall consider a request by such Employee(s) to work permanent evening shifts.

(c) Unless mutually agreed between the Employer and the Employee, shift schedules for Regular Full-time Employees shall provide for:

(i) not more than two (2) different shift starting times between scheduled days off;

(ii) days off to be consecutive;

(iii) not more than six (6) consecutive days of work without receiving their days off;

(iv) at least fifteen and one-half (15½) hours between scheduled shifts, or where there is mutual agreement between the Employer and the majority of the Employees affected by the revised schedule, at least eleven (11) hours between scheduled shifts.

(v) no split shifts; and

(vi) days off to be scheduled in such a way as to equally distribute weekends off over a shift cycle among the Regular Full-time Employees who perform the work involved.

17.07 Part-time Employees

(a) Hours of work for Regular Part-time Employees shall be:

(i) up to seven and three-quarter (7¾) hours in any one (1) day, exclusive of meal periods;

(ii) scheduled to work in a manner where the ratio of work days to non-work days does not exceed 5:2 averaged over one (1) work cycle.

(b) Regular Part-time Employees who are scheduled to rotate shifts (days, evenings; or days and evenings; or days) shall be assigned not less than one-third (1/3) day shifts during a shift cycle; unless otherwise mutually agreed to between the Employer and the Union. The Employer shall consider a request by such Employee(s) to work permanent evening shifts.

(c) Unless mutually agreed between the Employer and the Employee, shift schedules for Regular Part-time Employees shall provide for:

(i) not more than two (2) different shift starting times between days off;

(ii) at least two (2) consecutive days off per week, averaged over one (1) work cycle;

(iii) not more than six (6) consecutive days of work without receiving their

days off;

(iv) at least fifteen and one-half (15½) hours between scheduled shifts, or where there is mutual agreement between the Employer and the majority of the Employees affected by the revised schedule, at least eleven (11) hours between scheduled shifts.

(v) no split shifts; and

(vi) excepting Part-time Employees who are employed specifically for weekend work, days off to be scheduled in such a way as to equally distribute weekends off over a shift cycle among the Regular Part-time Employees who perform the work involved.

(d) Regular Part-time Employees who wish to be considered for additional hours of work to meet temporary operational requirements shall advise their immediate supervisor, in writing, as to the extent of their availability. Such additional hours of work shall be distributed as equally as possible among the available Regular Part-time Employees who have requested additional hours of work.

(e) The Basic Rate of Pay will prevail for additional hours of work assigned to a Regular Part-time Employee beyond the Employee's scheduled hours provided:

(i) the Employee accepts the assignment;

(ii) the hours worked do not exceed seven and three-quarter (7¾) hours per day;

(iii) the hours worked do not exceed seventy-seven and one-half (77½) hours over a period of fourteen (14) calendar days;

(iv) the Part-time Employee does not work in excess of six (6) consecutive days without their days off;

(v) the Part-time Employee does not work in excess of ten (10) days in a fourteen (14) day period; and

(vi) When a Regular Part-time Employee accepts additional hours as per the preceding conditions the Employee's schedule shall not be considered to have been changed and therefore Article 17.02 and 17.07 do not apply.

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

17.09 (a) Employees may exchange shifts among themselves, provided that:

(i) the exchange is agreed to, in writing, between the affected Employees, and

(ii) prior approval of such exchange has been given by the Employee's immediate Supervisor.

(b) Where such request is made in writing, the Employer's reply shall also be in writing.

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

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

ARTICLE 18 - OVERTIME

18.01 The Employer shall determine when overtime is necessary and for what period of time it is required. All authorized overtime worked in excess of and in conjunction with seven and three-quarter (7¾) hours per day shall be paid at the rate of two times (2x) the Basic Rate of Pay thereafter.

18.02 Failure to provide at least fifteen and one-half (15½) hours rest between scheduled shifts, or eleven (11) hours where applicable, shall result in payment of overtime at established rates for any hours worked during normal rest periods unless the Employer and the Union have mutually agreed to optional scheduling provisions that provide for less than fifteen and one-half (15½) hours rest between scheduled shifts.

18.03 Employees shall not be required to layoff during their regular scheduled shifts to equalize any overtime worked previously.

18.04 (a) The Employer shall endeavour to minimize the use of mandatory overtime.

(b) The Employer may request an Employee to work a reasonable amount of overtime. Should the Employee believe that the Employer is requesting the Employee to work more than a reasonable amount of overtime, then the Employee may decline to work the additional overtime, except in an emergency, without being subject to disciplinary action. If there are extenuating circumstances which prevent an employee from working the assigned overtime i.e. childcare commitments or a second job, the employee will bring this to the attention of their supervisor.

(c) An emergency is defined as a recognized critical unforeseen circumstance that calls for immediate action.

(d) The Employer shall take reasonable steps to avoid a staffing situation which may become an emergency prior to requiring overtime.

18.05 Full-time Employees

Overtime shall be shared as equally as possible amongst Full-time Employees who perform the work involved.

18.06 Full-time Employees required to work by the Employer on their scheduled days off shall be paid two times (2x) the basic rate for hours worked on each such day.

18.07 (a) A Full-time Employee may request time off in lieu of overtime worked to be taken in conjunction with their annual vacation by mutual agreement.

(b) In the event mutual agreement between the Full-time Employee and the Employer is not reached, time off in lieu of overtime may be taken at another mutually agreeable time within three (3) months of the pay period in which the overtime was worked.

(c) Time off in lieu of overtime shall be the equivalent of the actual time worked adjusted by the applicable overtime rate.

(d) Failing mutual agreement under (a) or (b) above, the Employer shall affect payment of overtime pay at the applicable overtime rate.

(e) The Employer reserves the right to cap the amount of time off in lieu of overtime pay that is accrued in an overtime bank to a maximum of thirty-eight point seven-five (38.75) hours and require the Employee to take the time off before adding any more time to such banks. The Employer will pay out any time off not taken subject to the above provisions of Article 18.07.

18.08 Part-time Employees

Overtime shall be shared as equally as possible amongst Part-time Employees who perform the work involved.

18.09 Where mutually agreed by the Employer and the Regular Part-time Employee, the Regular Employee may receive time off in lieu of overtime. Such time off shall be equivalent to the actual time worked adjusted by the applicable overtime rate and taken at a time mutually agreed by the Employer and Regular Employee.

ARTICLE 19 - EMPLOYEE-MANAGEMENT ADVISORY COMMITTEE (EMAC)

19.01 An Employee-Management Advisory Committee shall be established. The desired functions of the EMAC are to examine and make recommendations regarding the concerns of Employees relative to client care**,** unresolved workload matters, and other matters related to employment, not covered within the Collective Agreement.

19.02 The National Representative of the CUPE shall provide the names of up to four (4) elected employees and the Employer shall provide the names of up to four (4) appointed representatives to sit on the EMAC.

19.03 There will be no loss of pay during scheduled hours of work for attendance at EMAC meetings.

ARTICLE 20 - PYRAMIDING

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

20.02 Unless provided for elsewhere in this Collective Agreement, where two (2) or more applicable premiums may apply the Employee will be paid only one (1) such premium, that being the greatest of the applicable premiums.

ARTICLE 21 - SHIFT PREMIUM

21.01 A shift premium of two dollars and seventy-five cents ($2.75) per hour will be paid to an Employee working a shift whereby the major portion of such shift is worked between fifteen hundred (1500) hours and twenty-three hundred (2300) hours.

21.02 The specified shift premium shall be paid in addition to the overtime rate, for overtime worked in conjunction with a regular shift of seven and three-quarter (7¾) hours provided at least four (4) hours of the overtime worked occurs between fifteen hundred (1500) hours and twenty-three hundred (2300) hours.

ARTICLE 22 - WEEKEND PREMIUM

22.01 A weekend premium of three dollars and twenty-five cents ($3.25) per hour shall be paid in addition to shift premium, if applicable, to an Employee working a shift wherein the majority of such shift falls during a sixty-four (64) hour period commencing at 1500 hours on a Friday.

ARTICLE 23 - TRANSPORTATION ALLOWANCE

23.01 A Regular Employee who normally travels from the work site to their place of residence by means of public transportation following the completion of their duty shift but who is prevented from doing so by being required to remain on duty longer than their regular shift and past the time when normal public transportation is available, shall be reimbursed for the cost of reasonable, necessary and substantiated transportation expense from the work site to their place of residence.

23.02 Full-time Employees

A Full-time Employee who is called back to the work site shall be reimbursed for reasonable, necessary and substantiated transportation expenses and, if the Full-time Employee travels for such purpose by private automobile, reimbursement

shall be in accordance with the Carewest Transportation Policy from the Full-time Employee's residence to the work site and return.

23.03 Part-time Employees

A Part-time Employee who has completed their shift and is called back and required to work shall be reimbursed for reasonable, necessary and substantiated transportation expenses and, if the Employee travels for such purpose by private automobile, reimbursement shall be in accordance with the Carewest Transportation Policy from the Part-time Employee's residence to the work site and return. Such allowance will not be paid when reporting for additional hours of work pursuant to Article 17.07(e).

ARTICLE 24 - ANNUAL VACATION

24.01 (a) Regular Employees shall be granted the vacation period preferred by them at such time as may be mutually agreed upon by the Employer and the Regular Employee.

(i) The Employer shall post a vacation schedule planner at the work site in January of each calendar year for vacations to be taken between April 1st and September 30th of the same calendar year;

(ii) The Employer shall post a vacation schedule planner at the work site in August of each calendar year for vacations to be taken between October 1st of the same calendar year and March 31st of the following calendar year;

(iii) Employees shall submit their preference for vacation dates to the Employer within the timeframes established by the Employer;

(iv) Subject to Article 24.01 (a) (iii), preference as to choice of vacation dates shall be determined by seniority in the Regular Employee's department.

(b) A Regular Employee shall be entitled to an unbroken period of vacation equal to their entire vacation entitlement unless otherwise mutually agreed between the Employer and the Regular Employee.

(c) A Regular Employee shall be permitted to take a maximum of two (2) weeks of vacation during the peak periods of June 1 to August 31 inclusive, and December 1 to January 1 inclusive unless otherwise mutually agreed between the Employer and the Regular Employee.

(d) No Employee shall have vacation cancelled or rescheduled by the Employer unless it has been assessed to be a recognized critical unforeseen emergency and it can be demonstrated that a bona fide attempt was made to mobilize the appropriate, available resources to address and resolve the issues before activating these provisions. An Employee who has vacation

cancelled by the Employer shall be paid two times (2x) their Basic Rate of Pay for the shift(s) worked during the period of vacation cancelled by the Employer. The Employer shall also reimburse all non-refundable costs related to the cancellation of the vacation.

24.02 The Employer wishes to ensure Employees are taking their allotted vacation entitlements each vacation year to have time away from work and look after their physical health and overall wellbeing.

24.03 The Employer can exercise its discretion to grant, in exceptional circumstances, an Employee request to be paid out for their vacation time at any time after July 1, provided that the Employee has taken the required vacation under the *Employment Standard Code* for the current vacation year.

24.04 Vacation earned in one (1) employment year shall be taken within the following vacation year and may not be divided into more than two (2) periods, except with the approval of the Employer. If a Regular Employee makes a request to divide their vacation into more than two (2) periods, such request shall be considered by the Employer.

24.05 A Regular Employee shall be permitted to carry-over five (5) days vacation [thirty-eight point seven five (38.75) hours] into the following vacation year, provided the carried-over vacation is used in the following vacation year. Permission may be granted by the Employer to allow an Employee to carry-over more than five (5) vacation days.

24.06 Unused vacation time, that is not authorized by the Employer for carry-over from the previous vacation year, will be paid out annually by the month of May of the current vacation year.

24.07 Sick While on Vacation

Should a Regular Employee demonstrate to the satisfaction of the Employer that the Employee was admitted to a hospital as an “in-patient” during the course of their vacation, the Employee shall be considered to be on sick leave for the period of the stay in hospital, and subsequent period of recovery, subject to the provisions of Article 26 (Sick Leave). Vacation time not taken as a result of such stay in hospital shall be taken at a mutually agreeable later date.

24.08 Upon written request of not less than four (4) weeks prior to the commencement of a vacation period, a Regular Employee shall be paid vacation pay at the current rate of pay in the Collective Agreement, at least one (1) day and not more than two (2) weeks before the commencement of the Employee’s annual vacation.

24.09 Vacation Pay upon Termination

An Employee leaving the service of the Employer at any time before the Employee has exhausted the vacation credit to which they are entitled, shall receive a proportionate payment of salary in lieu of such earned vacation.

24.10 Vacation Entitlement Full-time Employees

(a) 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. The rate of earning entitlement shall be as follows:

(i) during the first (1st) to second (2nd) years of such employment a Full-time Employee earns a vacation of fifteen (15) working days;

(ii) during the third (3rd) to ninth (9th) years of such employment a Full-time Employee earns a vacation of twenty (20) working days;

(iii) during the tenth (10th) to nineteenth (19th) years of such employment a Full-time Employee earns a vacation of twenty-five (25) working days;

(iv) during the twentieth (20th) and subsequent years of such employment a Full-time Employee earns a vacation of thirty (30) working days.

(b) Upon reaching the employment anniversary of twenty-five (25) years of continuous service, Employees shall receive a one-time only additional five (5) days' vacation with pay, to be taken at the Employee's option at any time subsequent to the current supplementary vacation employment anniversary date.

Upon reaching the employment anniversary of thirty (30) years of continuous service, Employees shall receive a one-time only additional five (5) days' vacation with pay, to be taken at the Employee's option at any time subsequent to the current supplementary vacation employment anniversary date.

Upon reaching the employment anniversary of thirty-five (35) years of continuous service, Employees shall receive a one-time only additional five (5) days' vacation with pay, to be taken at the Employee's option at any time subsequent to the current supplementary vacation employment anniversary date.

Upon reaching the employment anniversary of forty (40) years of continuous service, Employees shall receive a one-time only additional five (5) days' vacation with pay, to be taken at the Employee's option at any time subsequent to the current supplementary vacation employment anniversary date.

Upon reaching the employment anniversary of forty-five (45) years of continuous service, Employees shall receive a one-time only additional five (5) days' vacation with pay, to be taken at the Employee's option at any time subsequent to the current supplementary vacation employment anniversary date.

(c) Employees shall use the supplemental vacation day increments outlined in this Article before the next supplement date is reached or the Employer shall

affect payment of any unused days. Supplemental banks shall not exceed five (5) days.

24.11 Vacation Entitlement Part-time Employees

(a) During each year of continuous service in the employ of the Employer, Regular Part-time Employees shall earn entitlement to vacation with pay.

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

Hours worked as a Regular Employee	X	The applicable % as outlined below	=	Number of hours of paid vacation time to be taken.

(i) six percent (6%) during the first (1st) to second (2nd) continuous years of employment; or

(ii) eight percent (8%) during the third (3rd) to ninth (9th) continuous years of employment; or

(iii) ten percent (10%) during the tenth (10th) to nineteenth (19th) continuous years of employment; or

(iv) twelve percent (12%) during the twentieth (20th) and subsequent continuous years of employment.

(c) Upon reaching the employment anniversary of twenty-five (25) years of continuous service, Employees shall receive a one time only additional two percent (2%) vacation with pay, calculated in hours, to be taken at the Employee's option at any time subsequent to the current supplementary vacation employment anniversary date.

Employer paid hours at the Basic Rate of Pay during the vacation year	X	2%	=	Numbers of hours paid supplementary vacation.

24.12 Cessation of Vacation Accrual

There shall be no accrual of vacation entitlements during:

(i) layoff; or

(ii) a leave of absence without pay which is in excess of thirty (30) calendar days; or

(iii) an absence while in receipt of disability insurance or Workers' Compensation benefits which is in excess of thirty (30) calendar days.

24.13 Hours Recognized for Determining Vacation Pay

Only those hours of work paid at the Basic Rate of Pay and on a Named Holiday to a maximum of seven and three-quarter (7¾) hours will be recognized for the purposes of determining vacation pay.

ARTICLE 25 - NAMED HOLIDAYS

25.01 Any reference to Named Holidays in this Collective Agreement applies to the following days:

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

and all general holidays proclaimed to be a statutory holiday by any of the following levels of Governmental authority:

(a) the Municipal Government in which the work site is located;

(b) the Province of Alberta; or

(c) the Government of Canada.

25.02 No payment shall be due for the Named Holiday which occurs during:

(a) a layoff; or

(b) all forms of leave during which a Regular Employee is not paid; or

(c) an absence while in receipt of disability insurance or Worker's Compensation benefits.

25.03 Float Day

Regular Full-time Employees who are in the employ of the Employer on January 15th shall be granted one (1) additional day off with pay to be scheduled by mutual agreement between the Employer and the Employee. If the day off is not taken by the last day of December in any given year, it shall be paid out.

25.04 Day In-Lieu

A Full-time Employee shall be entitled to a day off with pay on or for a Named Holiday provided they:

(a) works 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;

(b) works on the Named Holiday when scheduled or required to do so.

25.05 Payment for Named Holiday

(a) Subject to Article 17.01 (a) Full-time Employee who works on a Named Holiday (other than Christmas Day or the August Civic Holiday) shall be paid for all Regularly scheduled hours worked on the Named Holiday at one and one-half times (1½x) the Basic Rate of Pay plus:

(i) by mutual agreement, a day added to the Full-time Employee's next annual vacation, or

(ii) a mutually agreeable day off with pay in conjunction with the Full-time Employee's Regular days off within thirty (30) days either before or after the Named Holiday; or

(iii) one (1) regular days pay.

(b) Subject to Article 17.01 a full time Employee who works on Christmas Day or the August Civic holiday shall be paid for all hours worked at two times (2x) their Basic Rate of Pay plus:

(i) by mutual agreement, a day added to the Full-time Employee's next annual vacation, or

(ii) a mutually agreeable day off with pay in conjunction with the Full-time Employee's Regular days off within thirty (30) days either before or after the Named Holiday; or

(iii) one (1) Regular days pay.

25.06 Named Holiday while on Day Off or Vacation

Subject to Article 25.04 when a Named Holiday falls during a Full-time Employee's annual vacation or on a regularly scheduled day off, the Employee shall receive:

(a) by mutual agreement, a day off with pay added to the Full-time Employee's annual vacation; or

(b) a mutually agreeable day off with pay in conjunction with the Full-time Employee's regular days off within thirty (30) calendar days of the Full-time Employee's return from annual vacation; or

(c) one (1) days regular pay in lieu of the Named Holiday.

25.07 Named Holiday on a Saturday or Sunday

When a Named Holiday falls on a Saturday or Sunday, the Employer may

designate the Friday prior or the Monday after the Named Holiday as the day off in lieu of the Named Holiday. If such designated day off is a Full-time Employee's regularly scheduled day off, such Employee shall then be entitled to the provisions of Article 25.06.

25.08 Part-time Employees

(a) A Part-time Employee who works on a Named Holiday (other than Christmas Day or the August Civic holiday) shall be paid at the rate of one and one-half times (1½x) the Part-time Employee's Basic Rate of Pay for all hours worked.

(b) A Part-time Employee who works on Christmas Day or the August Civic holiday shall be paid at the rate of two times (2x) the Part-time Employee's Basic Rate of Pay for all hours worked.

(c) Part-time Employees shall be paid, five percent (5%) of their earnings paid at the Basic Rate of Pay and of their vacation pay, in lieu of Named Holiday pay.

ARTICLE 26 - SICK LEAVE

26.01 Sick leave is defined as a form of insurance against illness, quarantine by a Medical Officer of Health, or because of an accident for which compensation is not payable under the *Workers' Compensation Act*.

26.02 After a Regular Employee has completed their probation period they shall be allowed a credit for sick leave from the date of employment provided however, that a Regular Employee shall not be entitled to apply sick leave credits prior to the completion of their probation period.

26.03 Sick leave credits shall not accrue during:

(a) any period of sick leave in excess of thirty (30) calendar days; or

(b) a layoff; or

(c) a leave of absence without pay which is in excess of thirty (30) calendar days; or

(d) an absence while in receipt of disability insurance or Workers' Compensation benefits which is in excess of thirty (30) calendar days.

26.04 A Regular Employee granted sick leave shall be paid for the period of such leave at the Regular Employee's Basic Rate of Pay and the number of days thus paid shall be deducted from the Regular Employee's accumulated sick leave credits up to the total amount of the Regular Employee's accumulated credits at the time sick leave commenced.

26.05 Sick Leave Credits for Medical Referral and/or Treatment

(a) When an Employee is required to travel for the purpose of medical referral and/or treatment and is unable to schedule such time outside their work hours, the Employee shall have the right to utilize sick leave credits for such absence, provided the Employee notified the Employer as soon as possible in advance of the appointment and provided, that the Employee submits satisfactory proof of attendance at such appointment when required by the Employer to do so.

(b) To help meet operation requirements Employees are requested to take only the necessary time away from work to attend such appointments. Sick leave credits can be taken for the actual duration of the absence and recorded to the next nearest quarterly-hourly increment.

26.06 Regular Employees may be required to submit satisfactory proof to the Employer of any illness, non-occupational accident or quarantine. Where the Employee has paid a fee for such proof, the fee shall be reimbursed by the Employer to a maximum of fifty dollars ($50.00).

26.07 Maximum Credits

When a Regular Employee has accrued the maximum sick leave credits, they shall no longer accrue sick leave credits until such time as their total accumulation is reduced below the maximum. At that time, they shall recommence accumulating sick leave credits.

26.08 Extended Illness

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 for the duration of the illness or as provided below. The Employee shall keep the Employer advised as to when they shall be expected back to work and shall provide the Employer with fourteen (14) calendar days notice of readiness to return to work:

(a) an Employee who is capable of performing the duties of their former classification shall be reinstated by the Employer in the same classification which they held immediately prior to their absence;

(b) an Employee who is not capable of performing the duties of their former classification, but who is capable of performing a job within the Bargaining Unit, shall have a reasonable effort made by the Employer to place them in an available position that they are capable of performing. In such a case the Union agrees to waive the posting provisions of the Collective Agreement;

(c) at the expiration of either twenty-four (24) months from the last day of paid sick leave or twenty-four (24) months from the first (1st) day of Long Term Disability entitlement, whichever is greater, an Employee who is not capable of returning to work pursuant to (a) or (b) above shall be considered to have

terminated their employment relationship with the Employer.

26.09 Reporting Sick

Regular Employees reporting sick shall do so to the Employer as soon as possible in order that a replacement may be arranged for or duties re-distributed. Failing to do so, the Regular Employee shall be considered absent without leave and the Employer may make a deduction in pay for the time which expires between the time the Regular Employee should have reported for work and the time at which the Regular Employee reported.

26.10 Reporting of Accumulated Sick Leave Credits

Upon the request of an Employee, but not more frequently than twice annually, the Employer shall advise the Employee of the amount of their accumulated sick leave credits.

26.11 Full-time Employees

Sick leave credits for a Full-time Employee shall be earned and computed at the rate of one and one-half (1½) working days for each full month of employment up to a maximum credit of one hundred and twenty (120) working days.

26.12 Part-time Employees

(a) Sick leave credits for a Part-time Employee shall be earned and computed at the rate of twelve (12) hours for each period of one hundred and sixty-eight (168) hours worked up to a maximum credit of nine hundred and thirty (930) hours. No credit is granted for fractions of one hundred and sixty-eight (168) hours worked.

i.e. Hours worked = Sick Leave Credit Hours
168 = 12
252 = 12
336 = 24
503 = 24

(b) When a Regular Part-time Employee accepts an assignment for additional hours of work and then reports sick for such assignment, the Employee shall not be entitled to utilize sick leave credits for such assignment

ARTICLE 27 - WORKERS' COMPENSATION

27.01 Workers' Compensation Board coverage will be provided by the Employer for a Regular Employee.

27.02 Regular Employees shall not be paid sick leave benefits when they are absent from work and drawing Workers' Compensation benefits except as provided in Article 27.03 below. An Employee absent on Workers' Compensation for a period

in excess of thirty (30) calendar days shall not accumulate sick leave entitlement or vacation credits during the period of absence.

27.03 Article 27.02 above shall not exclude a Regular Employee from sick leave benefits for periods of absence resulting from an accident which is non-compensable under the *Workers' Compensation Act*.

27.04 Regular Employees shall not be entitled to a compensating day off in lieu of a Named Holiday from the Employer while receiving benefits from Workers' Compensation.

27.05 A Regular Employee absent from work and receiving Workers' Compensation benefits shall keep the Employer advised as to when they shall be expected back to work.

27.06 (a) An Employee who is in receipt of Workers' Compensation benefits shall be deemed to be on an approved leave of absence without pay. The Employer shall continue their portion of health care benefit cost-share during such leave of absence.

(b) The Employer will continue the subrogation process with respect to WCB payments and will make all necessary deductions to continue health care benefits during such leave of absence.

27.07 (a) An Employee who is incapacitated and unable to work as a result of an accident sustained while on duty in the service of the Employer within the meaning of the *Workers' Compensation Act*, shall continue to receive full net take home pay, provided the Employee assigns over to the Employer, on proper forms, the monies due from the Workers' Compensation Board for time lost due to accident. A deduction of one-tenth (1/10th) day shall be charged against sick leave credits for each day an Employee is off work. Employees shall only receive full net take home pay to the extent that one-tenth (1/10th) day can be deducted from sick leave credits, following which time the Employee will be deemed to be on sick leave without pay pursuant to Article 26.

(b) For the purposes of Article 27, full net take home pay shall be calculated at the Basic Rate of Pay for regularly scheduled hours of work, less any statutory deductions and benefit deductions as calculated prior to the accident referenced in Article 27.07(a). In no event shall the Employee's full net take home pay exceed the full net take home pay the Employee was receiving prior to the accident.

(c) Article 27.07 (a) and (b) above shall be applicable only to Employees who are injured on or after September 16th, 2002.

ARTICLE 28 - HEALTH BENEFITS

28.01 When the enrollment and other requirements of the insurer(s) have been met, the Employer shall take steps to contract for and implement the following group plans:

(a) Alberta Blue Cross Supplementary Health Benefits Plan; or equivalent,

(b) Alberta Blue Cross Dental Plan or equivalent, which provides for the reimbursement of eighty percent (80%) of eligible basic services; fifty percent (50%) of all eligible extensive services; and fifty percent (50%) of eligible orthodontic services, in accordance with the current Alberta Blue Cross Dental Schedule. A maximum annual reimbursement of three thousand ($3,000) per insured person per benefit year shall apply to extensive services. Orthodontic services shall be subject to a lifetime maximum reimbursement of three thousand ($3,000) per insured person;

(c) Alberta Health Care Insurance Plan;

(d) Group Life Insurance

(e) Accidental Death and Dismemberment

(f) Short Term Disability equal to sixty-six and two-thirds percent (66 2/3%) of basic weekly earnings.

(g) Long-Term Disability (income replacement during a qualifying disability equal to sixty-six and two-thirds percent (66 2/3%) of basic monthly earnings at the Basic Rate of Pay to the established maximum following a one hundred and twenty
(120) working day elimination period);

(h) At the Employers' option, an "EI SUB Plan" to supplement an eligible Employee's Employment Insurance to meet the Employer's obligation to provide benefit payments to an Employee during the valid health-related period for being absent from work due to pregnancy for which they have provided satisfactory medical proof; and

(i) One hundred percent (100%) coverage for insulin pumps and supplies, subject to plan maximums, inclusive of flash glucose monitoring systems.

28.02 (a) The implementation and operation of the Benefit Plan, hereinbefore referred to, shall, at all times, be subject to and governed by the terms and conditions outlined in both the Benefit Plan Information Brochure and the terms and conditions of the policies or contracts entered into with the underwriters of the Plans.

(b) The Employer shall make available to all Employees participating in these Plans, copies of information booklets of these Plans.

28.03 Where a group is not currently participating in the Life and Disability Insurance Plans, a maximum of one (1) survey will be conducted in any calendar year to determine if the group of Regular Employees meet the participation requirements. The Employer will conduct such a survey within two (2) months of being requested to do so by the Union.

28.04 Benefit premiums shall be cost-shared with Employees paying twenty-five percent (25%) of the cost and the Employer paying seventy-five percent (75%) of the cost for benefits listed in Article 28.01.

Part-time Employees

28.05 Subject to the preceding provisions where it is anticipated that a Part-time Employee will work a minimum of fifteen (15) hours per week, averaged over one (1) complete shift cycle, the Part-time Employee shall participate in the Health Benefits Plans.

28.06 The Union shall be notified of any change to Health Benefits policies.

ARTICLE 29 - PENSION PLAN

29.01 Eligible Regular Full-time Employees shall participate in the Local Authorities Pension Plan. The Plan will be optional for eligible Regular Part-time Employees.

29.02 The Employer shall make available to all eligible Employees copies of the Local Authorities Pension Plan information booklets.

29.03 Employees wishing to retire shall give the Employer three (3) months' notice of their intention to retire for the purposes of the LAPP benefits application process.

29.04 Open enrollment periods that are offered by the Employer under the LAPP will be communicated to Regular Part-time employees who wish to participate by opting into the pension plan.

ARTICLE 30 - LEAVES OF ABSENCE

30.01 Applications

Applications for leave of absence shall be submitted in writing to the Employer for approval. A false statement in an application for leave of absence or neglect in return at the end of the leave granted may result in dismissal of employment which shall be reported to the Union. Leave of absence shall be without pay and may be granted in case of serious illness or accident to the Regular Employee's immediate family or for any other reason which the Employer and Regular Employee agree upon, including extended vacations, marriage, education and professional or educational meetings. Permission for leave of absence will not be unfairly withheld and where permission is denied reasons will be given.

Where a leave of absence is granted for longer than three (3) months, the Employee will be required to provide contact information including phone number and email address to the Employer. The contact information will be used to share information with the absent Employee and enable the Employee to stay in contact with the Employer during the leave.

30.02 Leave – Union Business

(a) When it is necessary for a Union member to make a request for a leave of absence of less than thirty (30) calendar days to perform the duties of any office of the Local or parent Local, the application for leave must be made in writing to the Employer for approval.

(b) The Employer shall not unreasonably withhold leaves of absence, for Employees elected or appointed to represent the Union at the Union's annual convention, workshops, institutes, schools, or to attend meetings as a member of the Union's Provincial Executive Board.

(c) The Employer shall grant Employees elected to the negotiating committee of the Union time off to participate in negotiations with the Employer.

(d) Subject to Clause Article 30.02 (e), time off for Union Leave shall be with pay and without loss of seniority or benefits.

(e) To facilitate the administration of Clause 30.02, the Employer shall continue to pay the Employee during the leave of absence and the Union agrees to reimburse the Employer for the total cost of the absence plus a fifteen percent (15%) administration fee.

30.03 (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 but with no loss of seniority during their term of office.

(c) Regular Employees who are elected or selected for a Full-time position with the Union, or any body with which the Union is affiliated, shall be granted leave of absence without pay but with no loss of seniority for a period of one (1) year. Such leave shall be renewed each year, on request during their term of office.

30.04 Parental Leave

(a) Maternity Leave

(i) An Employee who has completed ninety (90) calendar days' continuous employment shall, upon their written request at least two (2) weeks in advance, be granted maternity leave to become effective twelve (12)

weeks immediately preceding the expected date of delivery or such shorter period as may be requested by the Employee, provided they commence maternity leave not later than the date of delivery.

(ii) Maternity leave shall be without pay and benefits except for that portion of maternity leave during which the Employee has a valid health-related reason for being absent from work and is also in receipt of sick leave, EI SUB Plan Benefits or LTD. Maternity leave shall be without loss of seniority. Birth parents can take up to sixteen (16) consecutive weeks of maternity leave.

(b) Parental Leave

(i) An Employee who has completed their probationary period and who has or will have the actual care or custody of the child, shall be granted up to sixty-two (62) weeks of parental leave without pay and benefits. Parental leave can be taken by:

- the birth parent (immediately following maternity leave);
- the other parent; or
- an adoptive parent.

Parental leave can start any time after the birth or adoption of a child but must be completed within seventy-eight (78) weeks of the date the baby is born or placed with the parents.

(ii) Employees will be required to give the Employer four (4) weeks' notice in writing of their intention to return to work.

(c) Birth Leave

Upon request, a parent, other than the birth parent, shall be given one (1) working day to attend to matters directly related to the birth of their child. Such day shall be taken as a vacation day, a day in lieu of paid holiday, a day in lieu of overtime, or an unpaid leave of absence.

30.05 Court Appearance

The Employer shall grant leave of absence without loss of seniority to a Regular Employee who is subpoenaed or serves as a juror or witness in any court. The Employer shall pay such a Regular Employee the difference between their normal earnings and the payment they receive for services as a juror or court witness, excluding payment for traveling, meals, or other expenses. The Regular Employee will present proof of service and the amount of pay received.

30.06 (a) Benefits do not accrue during any leave of absence without pay in excess of thirty (30) calendar days.

(b) Notwithstanding paragraph (a) above, the Employer will continue to pay their cost-share of health benefit premiums during any leave of absence which

occurs for the period of time between the expiry of sick leave and the potential commencement of Long-Term Disability.

30.07 When an Employee is on leave of absence without pay and is receiving Long-Term Disability or Employment sick leave benefit, the Employer will continue to pay the Employer's share of Alberta Health Care premiums for a period not exceeding twenty-four (24) months from the beginning of Long-Term Disability provided that the Employee makes prior arrangements with the Employer for the payment of the Employee's share of Alberta Health Care premiums. Failure by an Employee to submit their portion twenty-five percent (25%), will result in the Employer discontinuing premium payments for that Employee.

30.08 Employees granted leave without pay and benefits pursuant to this Article, shall, upon return to work, be returned to their former position or be placed in another comparable position at not less than the same salary and benefits that had accrued to them prior to commencing leave.

Upon providing at least four (4) weeks written notice of intent to return to work, earlier than the full term of the leave of absence, the Regular Employee shall be re-engaged in the same classification held by them immediately prior to taking the leave of absence at the same rate of pay.

30.09 Personal Leave

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

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

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

(b) The Employee may be required to submit satisfactory proof to the Employer demonstrating the need for personal leave.

30.10 (a) The Employer shall provide all leaves in accordance with the entitlements set out in the Alberta *Employment Standards Code*, as amended from time to time. The Employer may request that the employee provide satisfactory proof for the leave of absence to ensure the eligibility requirements are met.

(b) The leaves of absence in the Alberta *Employment Standards Code* include:

Critical Illness Leave
Long-term Illness and injury Leave
Death or Disappearance of a Child Leave

Personal and Family Responsibility Leave
Bereavement Leave
Domestic Violence Leave Citizenship Ceremony Leave
Compassionate Care leave

(c) For eligible employees, the initial entitlement of Personal and Family Responsibility leave is granted under Article 30.09 Personal Leave. Regardless of employment class, employees will not be eligible for more than five (5) days total leave in a calendar year, paid or unpaid for this type of leave of absence.

ARTICLE 31 - BEREAVEMENT

31.01 An Employee shall be granted five (5) consecutive working calendar days bereavement leave without loss of salary in the event of the death of the following relatives of the Employee:

spouse (including common-law spouse and same gender relationship)

child	parent
guardian	grandparent
grandchild	stepchild
stepparent	child's spouse
parent-in-law	sibling
sibling-in-law	stepsibling

31.02 Travel for Bereavement

Bereavement leave shall be extended by up to two (2) days if travel in excess of three hundred and twenty-two (322) kilometers from the Employee's residence is necessary.

31.03 An Employee who is on vacation, approved leave of absence, disability leave or Workers' Compensation shall not be entitled to bereavement leave.

31.04 In the event of a death of another relative or close friend, the Employer shall grant up to one (1) working day off with pay to attend the funeral service.

ARTICLE 32 - UNIFORMS

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

32.02 The Employer recognizes that it is desirable for each Employee who is required to change into a uniform to be provided a personal locker for storage of clothing and

personal belongings.

32.03 Upon resignation or termination of employment with the Employer, an Employee shall return to the Employer all uniforms provided by the Employer.

ARTICLE 33 - APPOINTMENTS, PROMOTIONS, TRANSFERS AND VACANCIES

33.01 In filling a new position or a vacancy, appointments shall be made on the basis of the qualifications and seniority of the applicants. The qualifications for the new position or vacancy shall be consistent with the responsibilities specified in the position profile. Qualifications may include job related skills, training, and knowledge provided these qualifications are specified in the job posting.

33.02 When a new position is created or when a vacancy occurs in any classification covered by this Collective Agreement, such position or vacancy shall be posted on the bulletin board and electronically on the Employer's job application system for seven (7) calendar days as a general posting throughout the organization, stating the responsibilities and qualifications, location (department, work site), existing shift schedule, Basic Rate of Pay for the position, posting date, closing date, and to whom applications should be submitted.

33.03 Requests for transfer or applications for vacancies shall be in writing according to the procedures established in the work site by the Employer. Facilities will be provided to accept applications for posted positions at any time within the seven (7) calendar day posting period.

33.04 Employees in the bargaining unit shall be given preference over other applicants. If no internal applications are received from bargaining unit Employees who possess the required qualifications by the completion of the posting period, the Employer may fill the permanent vacancy at its discretion.

33.05 When a vacancy is posted and circumstances require the Employer to fill a vacancy before the expiration of the seven (7) calendar day posting period, or prior to the availability of a qualified applicant, the Employer may fill the vacancy with Part-Time or Casual Employees.

33.06 (a) A copy of all postings shall be forwarded to the designated officer of the Union, and when the appointment has been made, the designated officer will be notified of the appointee's name and the department concerned.

(b) The Employer shall post the name of the successful candidate and the competition number on the posting board within seven (7) calendar days of the appointment. The successful candidate will be informed in writing of the details of the competition they are successful in obtaining.

33.07 A Regular Employee who is the successful applicant of a posting for a different classification than the Employee's current classification shall be considered on a trial period in their new position for three hundred and ten (310) hours worked following the date of appointment. During this trial period the Employee may

choose to return or the Employer may direct the Regular Employee to return to their former position and Basic Rate of Pay without loss of seniority.

33.08 Temporary Appointments

(a) A Regular Employee who is the successful applicant on a temporary position shall maintain and continue to accrue seniority in accordance with Article 35 and shall revert back to their former position upon completion of the temporary position.

(b) The benefit status of a Regular Employee filling a temporary vacancy shall be as follows:

(i) an Employee who was receiving benefits prior to the temporary position will continue to receive benefits in accordance with Article 28;

(ii) an Employee who was not receiving benefits prior to the temporary position will not be eligible to receive benefits as a result of the temporary position.

33.09 (a) When an Employee is assigned by their immediate Supervisor to replace another Employee in a higher paid classification within this Collective Agreement for a full or partial shift of at least two (2) hours or longer, the Employee shall be placed at the pay step in the higher classification that provides for an increase above their current Basic Rate of Pay.

(b) When an Employee is required to perform the duties of a lower paid classification, their Basic Rate of pay will not be changed.

(c) When a Regular Employee agrees to substitute on another position outside of this Collective Agreement, the Regular Employee will receive, in addition to the Employee's Basic Rate of Pay, an amount commensurate with the additional responsibilities.

33.10 The forgoing provisions in Article 33 shall be waived and inoperative when placement of an Employee in a job within the bargaining unit is affected to provide a period of rehabilitative work experience. The foregoing provisions shall also be waived and inoperative when there is an accommodation request, at the appropriate salary and provided that the Employee has the skills and qualifications for the role and is able to demonstrate that they can competently perform the work.

33.11 (a) In instances where a Regular Employee accepts a regular or temporary position which is outside the scope of this bargaining unit, the resultant vacancy shall be posted as a temporary position not to exceed eighteen (18) months. During this period, the former Employee may be reinstated into their former position. The Union shall be notified whenever this clause is applied.

(b) Notwithstanding the provisions of Article 35, a Regular Employee who returns to the bargaining unit under Article 33.10 (a) will have their seniority

re-calculated to carve out the time served in the excluded position.

ARTICLE 34 - DISCIPLINE, DISMISSAL & RESIGNATION

34.01 (a) Except for the dismissal of an Employee serving a probation period, there shall be no discipline or dismissal except for just cause.

(b) Copies of all disciplinary notices shall be forwarded to the Union. Regular Employees shall be given the opportunity to sign disciplinary notices as having been read.

(c) An Employee shall have the right to have a Shop Steward or Local Union Officer present at the discussion of the written disciplinary notice with the Employer. For the purposes of this article, “Local Union Officer” may include an Employee of CUPE Local 8 or the CUPE National Representative assigned to CUPE Local 8.

(d) None of the provisions of this Article shall prevent immediate suspension or dismissal for just cause, subject to the grievance procedure.

34.02 Abandonment

A Regular Employee absent for three (3) consecutive working days without notifying the Employer shall be considered to have abandoned their position unless, in the opinion of the Employer, such notification was not possible.

34.03 Personnel Files

Upon service of at least one (1) days’ notice an Employee shall have the right to view their personnel file once each year or when the Employee has filed a grievance. An Employee shall be given a copy of the contents of their personnel file provided that they first pay to the Employer, a fee to cover the cost of the copying, such fee to be determined by the Employer.

34.04 Resignation

Fourteen (14) calendar days’ notice in writing, shall be given by a Regular Employee resigning from the employ of the Employer.

34.05 Disciplinary Record

All Employees who have a disciplinary record placed on their personnel file will have the record of such disciplinary action removed from the Employee’s file, provided there has been not subsequent disciplinary action taken by the Employer with that Employee for a period of twenty-four (24) months.

ARTICLE 35 - SENIORITY

35.01 Definition

"Seniority", except where otherwise provided in this Collective Agreement, shall mean the length of continuous employment with the Employer from the last date of hire and shall continue to accrue during periods of lay-off as specified in Article 35.02 and authorized leaves of absence.

35.02 Break in Seniority

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

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

(b) twelve (12) months has expired following layoffs, during which time the Regular Employee has not returned to work.

35.03 Seniority Lists

An up to date seniority list shall be sent to the Union in January of each year and within thirty (30) calendar days when requested by the Union thereafter, and when any Regular Employee is served notice of layoff. The seniority list shall include the classification of each Employee.

ARTICLE 36 - LAYOFF AND DISPLACEMENT PROCEDURE

36.01 Definition

A layoff shall be defined as:

(a) the displacement of a Regular Employee within the bargaining unit due to the reduction of the workforce; or

(b) the reduction in the regular hours of work of a Regular Full-time Employee within the bargaining unit; or

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

36.02 Prior to implementation of the provisions of this Article the Employer shall endeavor to meet with the Union to inform the Union of the Employer's intentions. Where it is not possible to arrange a meeting with the Union the Employer shall provide information to the Union by mail or telephone. The Union shall be notified of layoffs, displacements and reassignments as they occur.

36.03 For the purpose of this Article, "paygrade" shall mean classifications with the same maximum rate of pay.

36.04 (a) If a Regular Employee is removed from their position, such Employee shall be eligible to displace in accordance with Articles 36.04 (b) and (c), subject to the following conditions:

(i) the removed Employee has the required qualifications to perform the duties of the position in that paygrade;

(ii) the position in that paygrade will not be deleted within sixty (60) calendar days;

(iii) the Employee to be displaced has less seniority;

(iv) If an Employee chooses not to fill a vacant position, the Employee will have no further option to displace another Employee.

(v) If an Employee chooses not to displace in accordance with Articles 36.04(b) or (c), they shall only remain eligible to fill a vacant position or be laid off.

(b) In the event a Regular Full-time Employee is removed from their position subject to Article 36.03(a), they will be provided the opportunity to fill a position by choosing one of the following sequential options:

(i) a vacant Full-time position in the same paygrade; if not available, then

(ii) displace the least senior Full-time Employee in the same paygrade; or

(iii) a vacant Full-time position in a lower paygrade; if not available, then

(iv) displace the least senior Full-time Employee in a lower paygrade; or

(v) exercise their rights under Article 36.04(c).

(c) In the event that a Regular Employee is not eligible to fill a vacant position or displace in accordance with Article 36.04(b), subject to Article 36.04(a), such Regular Employee will be provided the opportunity to fill a position by choosing one of the following sequential options:

(i) a vacant benefit-eligible Part-time position in the same paygrade; if not available, then

(ii) displace the least senior benefit-eligible Part-time Employee in the same paygrade; or

(iii) a vacant benefit-eligible Part-time position in a lower paygrade; if not available, then

(iv) displace the least senior benefit-eligible Part-time Employee in a lower paygrade; or

(v) a vacant Part-time position in the same paygrade; if not available, then

(vi) displace the least senior Part-time Employee in the same paygrade; or

(vii) a vacant Part-time position in a lower paygrade; if not available, then

(viii) displace the least senior Part-time Employee; or

(ix) be laid off.

(d) A Regular Employee displaced due to the provisions of this Article shall be eligible to be placed into a vacant position or to displace another Regular Employee in accordance with the provisions of this Article.

36.05 Notice Provisions

(a) The Employer shall notify Regular Employees to be re-assigned or laid off in accordance with Article 36.04 at least fourteen (14) calendar days before the layoff or re-assignment is to be effective. If the Employee who has received layoff notice is not provided with an opportunity to work during the notice period, such Employee shall be paid an amount equal to the wages the Employee would have earned, had they worked their regular hours of work in the fourteen (14) calendar day period. If such Employee is assigned duties other than those normally connected with the classification in question during the notice period, the Employee shall not be paid less than the amount of wages they would have been entitled to receive had such Employee not been provided with an opportunity to work during the notice period.

(b) Notice of re-assignment or layoff shall be in writing and shall be served either in person or by double registered letter directed to the Employee's last known address. Re-assignment or layoff notices served by double registered letter shall be considered served effective the date of registration with the postal services or, if served in person shall be considered served effective the date of receipt by the Employee.

(c) (i) A displaced Regular Employee with a choice of positions to fill shall have a maximum of forty-eight (48) hours from the receipt of such notice to provide the Employer with written notice of their choice of the re-assignment. An Employee who fails to provide the Employer with such written notice within the prescribed time limits shall then be reassigned by the Employer.

(ii) If more than one Employee in the same paygrade is affected in accordance with Article 36.05(c)(i), then such Employees shall be simultaneously granted their preference in reassignment in descending order of seniority. Within forty-eight (48) hours, each affected Employee shall be required to provide the Employer with a number of prioritized

preferences for reassignment in accordance with their seniority rank in the affected group. The Employer will then reassign the Employees.

(d) In the event a Regular Employee refuses a re-assignment, and if such refusal causes a vacant position or positions to exist, then the Employer shall have the right to choose to fill such vacancies by any of the following methods:

(i) rescinding layoff or re-assignment notices to other Employees; and/or

(ii) offering such vacancy to another Employee who is displaced or removed from a position due to implementation of the layoff procedures; and/or

(iii) posting the vacancy in accordance with the provisions of Article 33.

36.06 Temporary and Casual Assignment During Layoff

In the event a Regular Employee on layoff accepts an offer to work as a Temporary or Casual Employee, such Employee shall be governed by the Collective Agreement provisions applicable to a Temporary or Casual Employee, however, such Employee's seniority standing shall not be affected by the period of Temporary or Casual employment.

36.07 Subcontracting, Leasing or Technological Change

(a) In the event Regular Employees will be displaced due to subcontracting, leasing or implementation of technological change, the Employer shall notify the Union at least one hundred twenty (120) calendar days in advance of such change, and every effort will be made to absorb affected Regular Employees into other jobs within the bargaining unit.

(b) Regular Employees who are transferred by the Employer pursuant to Article 36.07(a), to a lower paid position shall continue to receive their previous rate of pay in accordance with Article 9.06.

(c) Regular Employees who are not absorbed into other jobs within the bargaining unit shall be subject to layoff in accordance with the layoff procedures of this Article.

36.08 A Regular Employee who is laid off may make prior arrangements to pay the full premiums of any applicable benefit plans to assure continuation of such protection if so desired. Such arrangements shall continue so long as the Regular Employee has seniority rights. Failure by the Regular Employee to submit the premium payments will result in the Employer discontinuing premium payments for that Employee.

36.09 The operation of Article 36 shall not be construed as a violation of Article 17 and Article 33.

ARTICLE 37 - TEMPORARY AND CASUAL EMPLOYEES

37.01 Except as specifically provided hereinafter, the provisions of this Collective Agreement shall not apply to Temporary and Casual Employees.

37.02 Temporary and Casual Employees required to work on a Named Holiday shall be paid at one and one-half times (1½x) their Basic Rate of Pay for all hours worked on the Named Holiday.

37.03 Temporary and Casual Employees shall be paid five percent (5%) of their earnings at the Basic Rate of Pay and of their vacation pay in lieu of Named Holidays.

37.04 Temporary and Casual Employees shall be paid in addition to their earnings at the Basic Rate of Pay:

(a) six percent (6%) of their earnings at the Basic Rate of Pay during the first (1st) and second (2nd) employment years; or

(b) eight percent (8%) of their earnings at the Basic Rate of Pay during the third (3rd) and subsequent employment years if applicable;

in lieu of vacation.

37.05 Temporary and Casual Employees shall be allowed:

(a) twenty-one (21) calendar days off without pay for their vacation after one (1) year of employment; or

(b) twenty-eight (28) calendar days off without pay for their vacation after four (4) years of employment, if applicable.

37.06 In the event that a Temporary or Casual Employee is required by the Employer to report to work and is then not permitted to commence work or is required to return to duty at a later hour, they shall be compensated by receiving three (3) hours pay at the Basic Rate of Pay.

37.07 Temporary and Casual Employees are not entitled to participate in the Health Benefits Plan.

37.08 (a) A Temporary or Casual Employee who has completed their shift and is called back and required to return to work shall be reimbursed for reasonable, necessary and substantiated transportation expenses and, if the Employee travels for such purpose by private automobile, reimbursement shall be in accordance with the Carewest Transportation Policy from the Employee's residence to the work site and return provided the return is prior to the commencement of their next shift.

(b) A Temporary or Casual Employee who normally travels from the work site to their place of residence by means of public transportation following the

completion of their duty shift but who is prevented from doing so by being required to remain on duty longer than their regular shift and past the time when normal public transportation is available, shall be reimbursed for the cost of reasonable, necessary and substantiated transportation expenses from the work site to their place of residence.

37.09 (a) The Employer shall determine when overtime is necessary and for what period of time it is required.

(i) All authorized overtime worked in excess of and in conjunction with seven and three-quarters (7¾) hours per day shall be paid at the rate of two times (2x) the Basic Rate of Pay; or

(ii) all authorized overtime worked in excess of seventy-seven and one-half (77½) hours in a fourteen (14) calendar day period shall be paid at two times (2x) the Basic Rate of Pay;

whichever is greater.

(b) Failure to provide at least fifteen and one-half (15½) hours rest between scheduled shifts, or eleven (11) hours where applicable, shall result in payment of overtime at established rates for any hours worked during normal rest periods unless the Employer and the Union have mutually agreed to optional scheduling provisions that provide for less than fifteen and one-half (15½) hours rest between scheduled shifts.

(c) When a Temporary or Casual Employee is regularly scheduled, they shall not be required to layoff during a regularly scheduled shift to equalize any overtime previously worked.

37.10 (a) Temporary Employees will be entitled to bereavement leave pursuant to Article 31 of this Collective Agreement.

(b) Casual Employees will be entitled to time off without pay in lieu of bereavement leave pursuant to Article 31 of this Collective Agreement.

37.11 Temporary and Casual Employees do not accumulate seniority.

37.12 Workers' Compensation Board coverage will be provided for Temporary and Casual Employees.

37.13 A Temporary or Casual Employee who has initiated a grievance shall have access to review their personnel file upon service of at least one (1) days notice.

37.14 The provisions of Articles 1, 2, 3, 4, 5, 6, 7, 8, 9, 11, 12, 13, 14, 15, 20, 21, 22, 32, 33.04 and 38 shall apply to Temporary and Casual Employees.

37.15 A Temporary or Casual Employee who is employed in a regularly scheduled Full-time or Part-time capacity and 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 Article 37.09(a); or

(b) four (4) hours at the Basic Rate of Pay whichever is greater.

37.16 The provisions of Article 17.01 through 17.04 and 17.08, apply to Temporary and Casual Employees employed in a Regularly scheduled Full-time or Part-time capacity and:

(a) the provisions of Article 17.06 apply to Temporary and Casual Employees who are employed in a regularly scheduled Full-time capacity.

(b) the provisions of Article 17.07 apply to Temporary and Casual Employees who are employed in a regularly scheduled Part-time capacity.

37.17 Temporary and Casual Employees shall be permitted one (1) rest period of fifteen (15) minutes during each period of three point eight seven five (3.875) hours of work, the time which shall be scheduled by the Employer. Rest periods will not be scheduled in conjunction with meal periods, starting times, quitting times, or taken together except by mutual agreement of the Employee and the Employer.

ARTICLE 38 - RETROACTIVITY

38.01 An Employee whose employment has terminated prior to the date upon which this Collective Agreement is signed by the Employer, shall be eligible to receive retroactively any increase in salary which they would have received but for the termination of employment, only upon submitting to the Employer, during the period between the expiry date of the preceding Collective Agreement and one (1) month after the signing of this Collective Agreement a written application for such retroactive salary.

ARTICLE 39 - COPIES OF COLLECTIVE AGREEMENT

39.01 Within sixty (60) calendar days of the signing of this Collective Agreement the Union shall provide the Employee with a copy.

39.02 The Employer shall provide a copy of the Collective Agreement to each new Employee upon appointment.

39.03 The Agreement shall be printed in a format acceptable to both parties and the costs shall be shared equally between the Parties.

The undersigned hereby certify that the foregoing Collective Agreement sets forth properly the terms and conditions agreed upon in negotiations.

IN WITNESS WHEREOF the parties execute this agreement on the 14 day of September 14, 2026 at Calgary, Alberta.

ON BEHALF OF CAREWEST, Colonel Belcher

ON BEHALF OF THE CANADIAN UNION OF PUBLIC EMPLOYEES, LOCAL 8

SALARIES SCHEDULE

Classification	Effective Date	Change	Step 1	Step 2	Step 3	Step 4
Receptionist I	2023-07-01		18.02	18.55	20.09	22.35
	2024-07-01	3.00%	18.56	19.11	20.69	23.02
	2025-07-01	3.00%	19.12	19.68	21.31	23.71
	2026-07-01	3.00%	19.69	20.27	21.95	24.42
	2027-07-01	3.00%	20.28	20.88	22.61	25.15

Classification	Effective Date	Change	Step 1	Step 2	Step 3	Step 4	Step 5
Receptionist II	2024-09-01		20.42	21.69	22.96	24.25	24.79
	2025-07-01	3.00%	21.03	22.34	23.65	24.98	25.53
	2026-07-01	3.00%	21.66	23.01	24.36	25.73	26.30
	2027-07-01	3.00%	22.31	23.70	25.09	26.50	27.09

Classification	Effective Date	Change	Step 1	Step 2	Step 3	Step 4	Step 5
Unit Clerk	2023-07-01		23.76	25.47	26.40	27.47	29.58
	2024-07-01	3.00%	24.47	26.23	27.19	28.29	30.47
	2025-07-01	3.00%	25.20	27.02	28.01	29.14	31.38
	2026-07-01	3.00%	25.96	27.83	28.85	30.01	32.32
	2027-07-01	3.00%	26.74	28.66	29.72	30.91	33.29

Classification	Effective Date	Change	Step 1	Step 2	Step 3	Step 4
Booking Clerk	2023-07-01		23.76	25.47	26.40	27.47
	2024-07-01	3.00%	24.47	26.23	27.19	28.29
	2025-07-01	3.00%	25.20	27.02	28.01	29.14
	2026-07-01	3.00%	25.96	27.83	28.85	30.01
	2027-07-01	3.00%	26.74	28.66	29.72	30.91

Classification	Effective Date	Change	Step 1	Step 2	Step 3	Step 4	Step 5
Therapy Aide	2023-07-01		21.11	21.73	22.34	22.95	23.57
	2024-07-01	3.00%	21.74	22.38	23.01	23.64	24.28
	2025-07-01	3.00%	22.39	23.05	23.70	24.35	25.01
	2026-07-01	3.00%	23.06	23.74	24.41	25.08	25.76
	2027-07-01	3.00%	23.75	24.45	25.14	25.83	26.53

Classification	Effective Date	Change	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6
Therapy Assistant	2023-07-01		25.46	26.13	27.32	28.38	29.28	30.13
Mental Health Support Worker	2024-07-01	3.00%	26.22	26.91	28.14	29.23	30.16	31.03
	2025-07-01	3.00%	27.01	27.72	28.98	30.11	31.06	31.96
	2026-07-01	3.00%	27.82	28.55	29.85	31.01	31.99	32.92
	2027-07-01	3.00%	28.65	29.41	30.75	31.94	32.95	33.91

Classification	Effective Date	Change	Step 1	Step 2	Step 3	Step 4	Step 5
Activity Convenor	2023-07-01		21.13	21.79	23.10	24.10	25.35
	2024-07-01	3.00%	21.76	22.44	23.79	24.82	26.11
	2025-07-01	3.00%	22.41	23.11	24.50	25.56	26.89
	2026-07-01	3.00%	23.08	23.80	25.24	26.33	27.70
	2027-07-01	3.00%	23.77	24.51	26.00	27.12	28.53

Classification	Effective Date	Change	Step 1	Step 2	
Food Services Assistant	2023-07-01		18.36	20.02	
	2024-07-01	3.00%	18.91	20.62	
	2025-07-01	3.00%	19.48	21.24	
	2026-06-12	13.19% (Step 1); 11.53% (Step 2)	22.05	23.69	
	2027-07-01	3.00%	22.71	24.40	
Classification	**Effective Date**	**Change**	**Step 1**	**Step 2**	**Step 3**
Blended Receiver	2023-07-01		16.98	18.57	20.50
	2024-07-01	3.00%	17.49	19.13	21.12
	2025-07-01	3.00%	18.01	19.70	21.75
Classification	**Effective Date**	**Change**	**Step 1**	**Step 2**	
Food Services Supply Clerk	2026-06-12		24.30	26.45	
	2027-07-01	3.00%	25.03	27.24	
Classification	**Effective Date**	**Change**	**Step 1**	**Step 2**	**Step 3**
Cook 1 (Uncertified)	2023-07-01		20.52	21.76	24.59
	2024-07-01	3.00%	21.14	22.41	25.33
	2025-07-01	3.00%	21.77	23.08	26.09
Classification	**Effective Date**	**Change**	**Step 1**	**Step 2**	**Step 3**
Cook 1 (Certified)	2023-07-01		21.87	22.74	25.87
	2024-07-01	3.00%	22.53	23.42	26.65
	2025-07-01	3.00%	23.21	24.12	27.45
Classification	**Effective Date**	**Change**	**Step 1**	**Step 2**	
Cook 1	2026-06-12		26.56	29.21	
	2027-07-01	3.00%	27.36	30.09	

LETTER OF UNDERSTANDING #1

LETTTER OF UNDERSTANDING

BETWEEN

CAREWEST

AND

THE CANADIAN UNION OF PUBLIC EMPLOYEES, LOCAL 8

RE: ALTERNATE SHIFT SCHEDULES AND JOB SHARING

The Employer agrees to consider any optional shift schedule or job sharing arrangement proposed in writing by an Employee or group of Employees.

Where the Employer and the Union are agreeable to the proposed optional shift schedule or job sharing arrangement, the Employer and the Union will meet to negotiate the terms and conditions of the alternate shift schedule or job sharing arrangement subject to ratification.

Signed on the 14 day of September, 2026 at Calgary, Alberta.

ON BEHALF OF CAREWEST,
Colonel Belcher

ON BEHALF OF THE CANADIAN UNION OF PUBLIC EMPLOYEES, LOCAL 8

LETTER OF UNDERSTANDING #2

LETTTER OF UNDERSTANDING

BETWEEN

CAREWEST

AND

THE CANADIAN UNION OF PUBLIC EMPLOYEES, LOCAL 8

RE: FLEXIBLE HEALTH BENEFITS SPENDING ACCOUNT

There shall be, once only on an annual basis, a Flexible Health Benefits Spending Account for benefit eligible employees.

The Employer shall allocate the sum of nine hundred dollars ($900.00) effective January 1, 2024 to a Flexible Health Benefits Spending Account for a Regular Part-time Employee the first pay period following January 1 of each calendar year pro-rated on the basis of the Employee's Full-time equivalent (FTE).

Effective January 1, 2027, the Employer shall allocated the sum of one thousand two hundred dollars ($1200.00) to a Flexible Health Benefits Spending Account for a Regular Employee the first pay period following January 1 of each calendar year pro-rated on the basis of the Employee's Full-time equivalent (FTE).

A Regular Full-time employee and a Regular Part-time Employee who commences employment with the Employer subsequent to January 1 of the calendar year shall have their Flexible Health Benefits Spending Account entitlement adjusted to reflect that later start date.

Benefit eligible employees have the option to decide how to allocate the Flexible Health Spending Account credits. The four options are:

- Health Spending Account (non-taxable)
- Personal Spending Account (taxable)
- Registered Retirement Savings Plan (RRSP)
- Tax Free Savings Account (TFSA)

Benefit eligible employees may use the Flexible Health Benefits Spending Account for reimbursement for health and dental expenses that are recognized by the Canada *Income Tax Act.*

Signed on the 14 day of September 2026 at Calgary, Alberta.

ON BEHALF OF CAREWEST, Colonel Belcher

ON BEHALF OF THE CANADIAN UNION OF PUBLIC EMPLOYEES, LOCAL 8

LETTER OF UNDERSTANDING #3

LETTTER OF UNDERSTANDING

BETWEEN

CAREWEST

AND

THE CANADIAN UNION OF PUBLIC EMPLOYEES, LOCAL 8

RE: SUPPLEMENTARY BENEFIT PLAN IMPROVEMENTS

Effective ninety (90) calendar days post-ratification, the increased coverage provided under the Supplementary Health Benefits Plan shall be amended as follows:

- Increase per visit maximum from fifty dollars ($50) per visit to seventy-five ($75) per visit for Registered Massage Therapist and Physiotherapist;
- Increase per visit maximum from twenty dollars ($20) per visit to seventy-five ($75) per visit for Occupational Therapist and Licensed Audiologist;
- Increase maximum for Occupational Therapist and Licensed Audiologist from two hundred dollars ($200) per type of specialty per person each benefit year to five hundred dollars ($500);
- Addition of survivor health and dental benefits of up to twenty-four (24) months;
- Inclusion of Registered Social Worker to the existing psychology benefits;
- Enhancements to diabetic equipment and supplies coverage:
    - Remove the twelve (12) month insulin dependency requirement for flash glucose meters;
    - Addition of continuous glucose monitors.

Signed on the 14 day of September 2026 at Calgary, Alberta.

ON BEHALF OF CAREWEST,
Colonel Belcher

ON BEHALF OF THE CANADIAN UNION OF PUBLIC EMPLOYEES, LOCAL 8

LETTER OF UNDERSTANDING #4

LETTTER OF UNDERSTANDING

BETWEEN

CAREWEST

AND

THE CANADIAN UNION OF PUBLIC EMPLOYEES, LOCAL 8

RE: ADJUSTING FULL-TIME EQUIVALENCY

1) Regular Employees may submit requests to the Employer to decrease their FTE on a permanent basis. The Employer shall have the right to accept or reject any request for alteration of the Regular Employee's FTE.

   (a) All requests by Regular Employees to adjust FTE's must be made in writing to the employee's supervisor/manager. The Employer shall provide the Union with a copy of the employee's request at the time the request is submitted. The Employer shall indicate approval or disapproval in writing to the employee and Union within twenty-one (21) calendar days of the request.

   (b) If a Regular Employee requests to decrease their FTE by zero point four zero (0.40) or less, the resulting FTE will be:

      (i) posted in accordance with Article 33: Appointments, Promotions, Transfers, and Vacancies; or

      (ii) reallocated amongst Regular Employees in accordance with this Letter of Understanding and the Employer shall advise the Union of the allocation of the residual FTE.

      (iii) If FTE is reallocated instead of posted pursuant to paragraph 1(b)(ii), and the Employer has canvassed all Regular Employees in the department and classification, and no further interest exists or it cannot be allocated without violating scheduling provisions of this Collective Agreement, residual FTE of zero point two zero (0.20) or less is not subject to further reallocation or posting.

   (c) If a Regular Employee requests to decrease their FTE by greater than zero point four zero (0.40) but less than zero point six zero (0.60), the Union and Employer shall meet to discuss how the residual hours may be distributed and/or posted. If the parties cannot agree, then the resulting FTE will be posted in accordance with Article 33: Appointments, Promotions, Transfers, and Vacancies.

(d) If a Regular Employee requests to decrease their FTE by more than a zero point six zero (0.60), the resulting FTE will be posted in accordance with Article 33: Appointments, Promotions, Transfers, and Vacancies. and the Employer shall advise the Union of the posting number.

2) The Employer may approach Regular Employees with opportunities to increase their FTE's. Such additional FTE's may become available either as a result of a vacancy or through operational changes resulting in small FTE enhancements.

(a) Should the available FTE be zero point four zero (0.40) or less, the hours may be offered to other Regular Employees in the same classification by order of seniority.

(b) Should the available FTE exceed zero point four zero (0.40), the Union and Employer shall meet to discuss distribution of hours. If the parties cannot agree, the resulting FTE will be posted in accordance with Article 33: Appointments, Promotions, Transfers, and Vacancies.

3) Regular positions that are changed as a result of an FTE increase or decrease must comply with Article 17: Hours of Work.

4) A Regular Employee may not request to adjust their FTE under this letter more than once per year.

5) Where a request to change hours or work is approved, the Employer shall issue a letter to the Employee confirming the Employee's new regular hours of work.

6) This Letter of Understanding has no application to situations requiring a duty to accommodate under relevant legislation.

This Letter of Understanding will expire June 30, 2028.

Signed on the 14 day of September 2026 at Calgary, Alberta.

ON BEHALF OF CAREWEST, Colonel Belcher

ON BEHALF OF THE CANADIAN UNION OF PUBLIC EMPLOYEES, LOCAL 8

[redacted]

LETTER OF UNDERSTANDING #5

LETTTER OF UNDERSTANDING

BETWEEN

CAREWEST

AND

THE CANADIAN UNION OF PUBLIC EMPLOYEES, LOCAL 8

RE: FOOD SERVICES CLASSIFICATION CHANGES

The Parties agree to the following changes to the Food Services classifications:

1. The classification of Blended Food Services Worker (Uncertified) is eliminated effective the date of ratification. The Employer confirms there are no Employees employed in this classification as of the date of ratification.

2. A new classification of Food Services Supply Clerk shall be created as of the date of ratification with wage rates of:

   a. Step 1: $24.30
   b. Step 2: $26.45

   These wage rates shall increase by three percent (3.00%) effective the start of the first pay period after July 1, 2027. These wage rates are not eligible for a general wage increase effective the start of the first pay period after July 1, 2026.

3. The classification of Blended Receiver is eliminated and replaced with the new Food Services Supply Clerk classification effective the date of ratification. Employees reclassified as a result of this change shall receive an increase in their Basic Rate of Pay to the step in the new Food Services Supply Clerk classification that is closest to their current rate in the Blended Receiver classification.

4. A new classification of Cook 1 shall be created as of the date of ratification with wage rates of:

   a. Step 1: $26.56
   b. Step 2: $29.21

   These wage rates shall increase by three percent (3.00%) effective the start of the first pay period after July 1, 2027. These wage rates are not eligible for a general wage increase effective the start of the first pay period after July 1, 2026.

5. The classifications of Cook 1 (Uncertified) and Cook 1 (Certified) are eliminated and replaced with the new classification of Cook 1 effective the date of ratification. Employees reclassified as a result of this change shall receive an increase in their Basic Rate of Pay to the step in the new Cook 1 classification that is closest to their current rate in the Cook 1 (Uncertified) or Cook 1 (Certified) classification.

Signed on the 14 day of September 2026 at Calgary, Alberta.

ON BEHALF OF CAREWEST, Colonel Belcher	**ON BEHALF OF THE CANADIAN UNION OF PUBLIC EMPLOYEES, LOCAL 8**
[redacted]	