COLLECTIVE AGREEMENT

Between

Canadian Union Of Public Employees, Local 8

And

Bloom Limited Partnership
operating as **Mount Royal Care Centre**

November 1, 2022 to October 31, 2024

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

We would like to acknowledge that we are on traditional territories of the Blackfoot Confederacy (Siksika, Kainai, Piikani), the Tsuut'ina, the Îyâxe Nakoda Nations, the Métis Nation (Region 3), and all people who make their homes in the Treaty 7 region of Southern Alberta.

We make this acknowledgement as an act of reconciliation and gratitude to those whose territory we work and reside on.

TABLE OF CONTENTS

ARTICLE 1 - PREAMBLE....1
ARTICLE 2 - PURPOSE....1
ARTICLE 3 - TERM OF AGREEMENT....2
ARTICLE 4 - NO STRIKES OR LOCK OUTS....2
ARTICLE 5 - DEFINITIONS....2
ARTICLE 6 - RECOGNITION....4
ARTICLE 7 - BULLETIN BOARDS....5
ARTICLE 8 - MANAGEMENT RIGHTS....5
ARTICLE 9 - DUES DEDUCTION AND UNION BUSINESS....6
ARTICLE 10 - NO DISCRIMINATION....8
ARTICLE 11 - SENIORITY....9
ARTICLE 12 - HOURS OF WORK AND WORK SCHEDULES....11
ARTICLE 13 - OVERTIME....14
ARTICLE 14 - JOB POSTING, PROMOTIONS, TRANSFERS, VACANCIES....15
ARTICLE 15 - LAYOFFS AND RECALLS....17
ARTICLE 16 - GRIEVANCE PROCEDURE....18
ARTICLE 17 - ARBITRATION....21
ARTICLE 18 - DISCIPLINE DISMISSAL AND RESIGNATION....22
ARTICLE 19 - PAID HOLIDAYS....23
ARTICLE 20 - SICK LEAVE....25
ARTICLE 21 - LEAVE OF ABSENCE RULES....28
ARTICLE 22 - VACATIONS....32
ARTICLE 23 - PAYMENT OF WAGES AND ALLOWANCES....36
ARTICLE 24 - EMPLOYEE BENEFITS....37
ARTICLE 25 - SAFETY....40
ARTICLE 26 - UNION/MANAGEMENT COMMITTEE....40
ARTICLE 27 - WORKERS' COMPENSATION....41
ARTICLE 28 - IN-SERVICE PROGRAMS....41
ARTICLE 29 - PROBATIONARY PERIOD AND ORIENTATION....42
ARTICLE 30 - COPIES OF COLLECTIVE AGREEMENT....43
ARTICLE 31 - PERSONNEL FILES AND PERFORMANCE APPRAISALS....43
ARTICLE 32 - REGISTERED RETIREMENT SAVINGS PLAN....44
ARTICLE 33 - HOURLY PREMIUMS....44
APPENDIX A - WAGE GRID - MOUNT ROYAL CARE CENTRE....46
LETTER OF UNDERSTANDING #1....47
RE: CONTRACTING OUT....47

COLLECTIVE AGREEMENT BETWEEN

BLOOM LIMITED PARTNERSHIP
operating as **Mount Royal Care Centre**
(hereinafter called the "Employer")
PARTY OF THE FIRST PART

- and -

CANADIAN UNION OF PUBLIC EMPLOYEES,
LOCAL 8
(hereinafter called the "Union")
PARTY OF THE SECOND PART

ARTICLE 1 - PREAMBLE

1.01 Recognizing and agreeing 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 provisions of the best possible service and care;

(b) protect the interest of residents, Employees and the community, and encourage efficiency of operations;

(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.

1.02 It is the desire of the parties to provide compassionate care for the residents to meet their physical and emotional needs in a safe, comfortable environment, treating residents and their families with respect and dignity.

1.03 It is desirable that methods of bargaining and certain matters relating to the working conditions of the Employees be drawn up in a Collective Agreement.

ARTICLE 2 - PURPOSE

The purpose of this Agreement is to establish an orderly collective bargaining relationship between the Employer and the employees concerned and to provide mechanisms for the prompt and equitable disposition of grievances, and to establish and maintain satisfactory working conditions, hours of work and wages for all employees within the bargaining unit.

ARTICLE 3 - TERM OF AGREEMENT

3.01 Duration

This Agreement will remain in effect and binding from November 1, 2022 to and including October 31, 2024 and will continue from year to year thereafter unless either party gives to the other party notice in writing not less than sixty (60) days and not more than one hundred and twenty (120) days before the Agreement is specified to terminate that it desires its termination or amendment.

3.02 Notice of Changes

Either party desiring to propose changes to this Agreement, will within the period of neither less than sixty (60) nor more than one hundred and twenty (120) days prior to the termination date, give notice in writing to the other party. The negotiating committees for both parties will exchange proposals at the commencement of negotiations.

3.03 During the period of negotiations resulting from any of the provisions above, this Agreement will remain in full force and effect until a new Collective Agreement has been executed.

ARTICLE 4 - NO STRIKES OR LOCK OUTS

The Union agrees that there shall be no strikes and the Employer agrees that there shall be no lockouts during the term of this Agreement. The meaning of the words “strike” and “lockout” shall be as defined in *The Alberta Labour Relations Code*.

ARTICLE 5 - DEFINITIONS

5.01 Definitions

The word “Employee” or “Employees” as used in this Agreement will mean the Employees referred to in this Agreement, who are within the scope of bargaining unit for whom the Union is recognized pursuant to Certificate number C2125-2023, issued in accordance with the Alberta Labour Relations Board.

5.02 A “regular Employee” is one who works on a full-time or part-time scheduled basis.

5.03 A “regular full-time Employee” will mean a person covered by this Agreement who is scheduled to and regularly and recurrently works the full work period of seventy-five (75) hours bi-weekly, exclusive of overtime and unpaid meal period.

For a Licensed Practical Nurse, “regular full-time” will mean a person covered by this Agreement who is scheduled to and regularly and recurrently works the full work period of seventy-seven point five (77.5) hours bi-weekly, exclusive of overtime and unpaid meal period.

5.04 A “regular part-time Employee” is one who is scheduled to and regularly works less than the full prescribed bi-weekly hours of work as outlined in Article 3.03.

5.05 Casual Employees

(a) A casual Employee is one who is called in to work occasionally, usually on a “call” basis for relief purposes, but who does not work a regular schedule or does so only for a specified time.

(b) A record will be kept of the hours worked by a Casual Employee and in the event that such person is accepted for regular Full Time or Part Time employment, the Casual Employee will be credited with seniority equivalent to the hours worked as a Casual Employee.

5.06 A temporary Employee is a person who is employed for a specific time period until completion of a particular project for a maximum duration of one year. The terms of this Agreement will apply to the temporary Employee for the duration of the specified time period or completion of the project.

A temporary employee who has worked in the same rotation for six (6) calendar months will be eligible to enroll in the Extended Health Benefits Plan until completion of the temporary line.

The temporary Employee will receive the same benefit coverage as permanent Employees as outlined in Article 24. Upon completion of the temporary rotation, all benefits will cease.

5.07 The terms “regular pay” and “straight pay” when used in this Agreement will mean the amounts indicated in the Wage Classifications contained in Schedule “A”.

5.08 The words “bi-weekly period” will mean the two calendar weeks constituting a pay period.

5.09 The term “length of service” is the time interval since the last date of hire with the Employer.

5.10 In the event of any legislation now in force, or hereinafter enacted, invalidating the application of any section or article of this Agreement, such section or article will be amended or deleted as the case may be, and the remainder of this Agreement will remain in full force and effect.

5.11 A regular Employee with ten (10) or more years of continuous calendar service with the Employer may elect once during their working career with the Employer to step down from regular status to casual status, provided that the Employee has provided the Employer with thirty (30) days written notice of intent to exercise this option. If in future such Employee wishes to return to regular status and if there is a posted vacancy for which such Employee is the successful applicant, the Employee may be returned to regular status in accordance with the conditions of the posting.

(a) The Employee who returns to regular status in less than two (2) calendar years of transferring to casual status will be credited:

(i) 100% of the hours worked under casual status, plus

(ii) 100% of the seniority hours accumulated during the period of continuous employment preceding the date of transfer from regular status to casual status.

(b) The Employee who returns to regular status between two (2) calendar years and less than five (5) calendar years of transferring to casual status will be credited:

(i) 100% of the hours worked under casual status, plus

(ii) 50% of the seniority hours accumulated during the period of regular employment preceding the date of transfer from regular status to casual status.

(c) The Employee who returns to regular status five (5) calendar years after transferring to casual status will be credited:

(i) 100% of the hours of service worked during the two (2) calendar year period immediately preceding the date of transfer back to regular status.

The Employee will then be added into the regular Employees seniority list according to their seniority hours.

ARTICLE 6 - RECOGNITION

6.01 Bargaining Unit

The Employer recognizes the Union as the sole and exclusive collective bargaining agent at the Mount Royal Care Centre in Calgary, Alberta.

(a) For the Care Centre mentioned above the bargaining unit represented by the Union will be: Employees of the Care Centre engaged in the occupations of Health Care Aide, Therapy Aide, Licensed Practical Nurse, Environmental Services Assistant, and any other occupational classifications that may be brought into the bargaining unit by future mutual agreement between the Parties.

(b) This agreement will apply to all Employees unless otherwise stated.

6.02 No Other Agreements

No Employees will be required or permitted to make a written or verbal agreement with the Employer or their representatives, which may conflict with the terms of this Collective Agreement.

6.03 Correspondence

All correspondence between the Employer and the Union arising out of this agreement or incidental thereto will pass to and from the Executive Director or designate and the Site Vice President of the Union with a copy to the Local Union office.

ARTICLE 7 - BULLETIN BOARDS

7.01 The Employer will provide a bulletin board, which will be placed so that all Employees will have access to it and upon which the Union will have the right to post notices of meetings, education conferences, and Union conventions.

No other notices will be posted without the prior written or initialed approval of the Employer.

ARTICLE 8 - MANAGEMENT RIGHTS

8.01 The Union acknowledges that all management rights and prerogatives are vested exclusively with the Employer. Without limiting the generality of the foregoing, it is the exclusive function of the Employer:

(a) To determine and establish standards and procedures for the care, welfare, safety, and comfort of the residents and have the operational right to ensure resident care is the main priority in every circumstance;

(b) To maintain order and efficiency and to establish and enforce reasonable rules and regulations, provided that they shall not be inconsistent with the provisions of this Agreement;

(c) To hire, transfer, lay-off, recall, promote, demote, classify, assign duties, discharge, suspend or otherwise discipline employees who have completed their probationary period for just cause, provided that a claim of discriminatory transfer, promotion, demotion of classification or a claim that an employee who has completed their probationary period has been discharged or disciplined without just cause, may be the subject of a grievance and dealt with as hereinafter provided;

(d) To have the right to plan and direct the work of the employees and the operation of the Care Centre. This includes the right to introduce new and improved method, facilities, equipment, and to determine the amount of supervision necessary, the planning or splitting up of departments, work schedules, and the increase or reduction of personnel in a particular area or overall;

(e) The Employer agrees prior to the introduction of any new policy or procedure related to terms and conditions of employment the Union will be advised by providing a copy of such policy to the Union.

ARTICLE 9 - DUES DEDUCTION AND UNION BUSINESS

9.01 Union Membership

All Employees will as a condition of continued employment become and remain members in good standing in the Union according to the Constitution and bylaws of the Union.

9.02 Check -Off Payments

The Employer will deduct from every Employee any dues, initiation fees, or assessments levied in accordance with the Union Constitution and Bylaws.

9.03 Deductions

Deductions will be made from each bi-weekly payroll effective the first full pay after receipt of notice of ratification of this Agreement and will be forwarded to the Secretary-Treasurer of the Local Union not later than the fifteenth (15^{th}) day of the month following the month in which the deductions are made and accompanied by a list of the names of the Employees from whose wages the deductions have been made and in what amount. The Union will advise the Employer by letter of the amount of the dues, initiation fees or other assessments one month in advance of the end of the pay period in which the deductions are to be made.

The Employer will indicate Union dues deductions on the individual Employees annual T4.

9.04 The Union will save the Employer harmless from any claims that may arise either from any deduction from wages in respect of check-off of Union monthly assessments or any action taken at the request of the Union.

9.05 The Employer agrees that the Site Vice President or designate will be given the opportunity during the orientation period of newly hired Employees to make a presentation of up to thirty (30) minutes during the paid orientation of the Employee, for the purpose of advising the Employee of their rights and obligations under this Agreement.

9.06 Union Bargaining Committee

A Union Bargaining Committee will be elected and consist of two (2) members of the Bargaining Unit, at the Care Centre. An alternate member to the committee will be named for the Care Centre. The Union will advise the Employer of the Union nominees to the Committee. Such members must be Employees of the Employer and have achieved at least six (6) months seniority. The Union will advise the Employer with the name of its officers and members of the Union Bargaining Committee. The list will be revised as changes occur.

9.07 Representative of Canadian Union of Public Employees

The Union will have the right at any time to have the assistance of representatives of the Canadian Union of Public Employees when dealing or negotiating with the Employer. Such representative(s) will have access to the Employer's premises in order to investigate and assist in the settlement of a grievance. The Employer agrees that the President of the local will be recognized in the same manner as a CUPE Representative. The CUPE Representative will give reasonable notice to the Executive Director or designate prior to attending at the Care Centre.

9.08 No individual Employee or group of Employees will undertake to represent the Union at meetings with the Employer without proper authorization of the Union.

9.09 Time Off for Negotiations

The Employer will pay full wages for two (2) Employee members of the Bargaining Committee from the Care Centre for all days in attendance at negotiations of this Agreement or its successor with the Employer, including all mediation proceedings but excluding any arbitration proceedings, up to a maximum of five (5) working shifts per Employee member. Where attendance at collective bargaining exceeds five (5) working days the Employer will continue to pay the members directly but will charge back to the Union the costs of wages and benefits for those days in excess of five (5) days.

In addition, a third Employee may attend as a representative in which case CUPE Local 8 will reimburse the Employer for the wages for the third Employee, if present, upon receipt of an invoice from the Employer.

In no case will there be more than two (2) Employees absent on such leave from the same department.

9.10 The Union will advise the Employer of the name of the Union's officers, stewards, and committee members. The list will be revised as changes occur.

9.11 Employee Information

It will be the responsibility of the Employee to keep the Employer informed of the Employee's current address in case it is necessary to notify any Employee of any matter under this Agreement. Notice may be given personally or by prepaid certified post addressed to the Employee at the Employee's last address shown on the payroll of the Employer. Such notice will be deemed to have been given when mailed.

9.12 Upon a written request of at least seven (7) calendar days from the Local President, the Employer will provide a list of the names of the Employees, with addresses, personal email address (if available) and phone numbers. The list will also include the Employee's classification and employment status (such as full-time, part-time, temporary, casual), and if the Employee is on a leave of absence.

On a monthly basis, the Employer shall provide the Union with the names, addresses, personal email addresses (if available) and phone numbers for any newly hired Employee.

ARTICLE 10 - NO DISCRIMINATION

10.01 The parties agree that there will be no discrimination, restriction or coercion exercised or practiced by either Party by reason of:

(a) race;
(b) colour;
(c) ancestry;
(d) place of origin;
(e) religious beliefs;
(f) gender;
(g) age;
(h) physical disability;
(i) mental ability;
(j) marital status;
(k) family status;
(l) sexual orientation;
(m) source of income;
(n) membership or non-membership or participation or non-participation in lawful activities on behalf of the Union;
(o) political affiliation
(p) gender identity; or
(q) gender expression

Article 10.01 does not apply with respect to a refusal, limitation, specification, or preference based on bona-fide occupational requirements.

ARTICLE 11 - SENIORITY

11.01 Seniority Defined

Seniority is defined as the accumulated hours worked in the bargaining unit accrued since the last date of hire and will be used in determining preference or priority for promotions, transfers, demotions, layoffs, permanent reduction of the workforce and recall. Seniority will operate on a Care Centre site basis.

11.02 Unless otherwise specified in this Agreement, all part time Employees will receive benefits under the Agreement on a proportionate basis with full time Employees, which proportion will be governed by the time worked by a part time Employee in any given period compared to the time worked by a full time Employee during the same period.

11.03 Seniority List

The Employer will maintain a seniority list showing the date upon which each Employee's service commenced and showing each Employee's seniority hours as set out in Article 11.04. An up-to-date seniority list will be sent to the Union and posted on the Union bulletin boards in January and July of each year. An Employee will notify the Employer of any error in the seniority list within ten (10) working days of the posting of such list.

11.04 Seniority Accrual

Regular Employees will accumulate seniority on the basis of one (1) year for each one thousand nine hundred and fifty (1,950) hours worked and, in the case of part time Employees, one (1) month for each one hundred and sixty two and one half (162.5) hours worked, including hours not worked, but paid for by the Employer. Seniority will be acquired when an Employee has completed their probationary period and be retroactive to the last date of hire.

Licensed Practical Nurse

Licensed Practical Nurses will accumulate seniority on the basis of one (1) year for each two thousand and fifteen (2,015) hours worked and in the case of part-time Licensed Practical Nurses one month for each one hundred and sixty eight (168) hours worked including hours not worked but paid for by the Employer. Seniority will be acquired when an Employee has completed their probationary period and be retroactive to the date of last hiring.

Employees will accumulate seniority during:

(a) periods of sick leave paid by the Employer

(b) leaves of absence with pay

(c) bereavement leave

(d) Employer paid Jury/Witness duty

(e) paid vacations

(f) when in receipt of Workers' Compensation as a result of injury or illness incurred while in the employ of the Employer

(g) while on approved Union leave of absence

(h) while on maternity or parental leave.

Casual Employees will not accrue seniority; except as specified in Article 4.

11.05 Transfer to Full Time Employment

All seniority, vacation and other credits obtained under this Agreement will be retained and transferred with the Employee when they are reclassified from full time employment to part time employment and from part time employment to full time employment.

11.06 Loss of Seniority

An Employee will not lose accrued seniority if the Employee is absent from work because of sickness, layoff, or leave of absence if approved by the Employer.

An Employee will lose their seniority and their employment will be terminated in the event:

(a) they are discharged for just cause and is not reinstated;

(b) they resign;

(c) they are absent from work in excess of three (3) working days without sufficient cause or without notifying the Employer, unless reasonable proof is provided;

(d) they fail to return to work within three (3) calendar days following a layoff and after being notified by registered mail to do so, unless through sickness or other just cause. It will be the responsibility of the Employee to keep the Employer informed of their current address. An Employee recalled for casual work or employment of short durations at a time when they are employed elsewhere will not lose their recall rights for refusal to return to work;

(e) they are laid off for a period longer than twelve (12) months;

(f) are absent from work for more than thirty (30) months by reason of illness or other physical disability and there is no reasonable likelihood the employee will return to work within the near future;

(g) are absent from work for more than thirty (30) months by reason of absence while on WCB and there is no reasonable likelihood the employee will return to work within the near future.

11.07 An Employee leaving the employ of the Employer at this Care Centre (as a result of a change in residence) who applies for a similar position within thirty (30) days thereafter and is accepted for employment at one of the Employer's other Alberta Care Centres in which the Canadian Union of Public Employees is the certified bargaining agent for the position that they are accepted for, within a six (6) month period from the date of leaving employment will retain their seniority for the purposes of probation, vacation entitlement, sick leave entitlement for legitimate illness and wage level based on seniority in accordance with overall Company seniority. The Employee will advise the Employer, when making such application, that they have previously been employed by the Employer and the previous Care Centre at which they were employed.

ARTICLE 12 - HOURS OF WORK AND WORK SCHEDULES

12.01 This Article defines the normal hours of work and is not a guarantee of work per day or per week or a guarantee of days of work per week.

12.02 Regular Daily Hours

As per Article 12.01, for an Employee working the standard scheduled shift, regular daily hours of work will be seven point five (7.5) hours per day, exclusive of meal periods.

Licensed Practical Nurse

Regular daily hours of work will be seven and three quarters (7.75) hours per day, exclusive of meal periods.

12.03 The work period will consist of seventy-five (75) hours in any bi-weekly period.

For a Licensed Practical Nurse, the work period will consist of seventy seven and one half (77.5) hours in any bi-weekly period.

12.04 This Article will not preclude the implementation of modified daily or bi-weekly hours of work by mutual agreement between the Union and the Employer.

12.05 Meal Period

Employees working a shift of more than five (5) hours and will receive a thirty (30) minute unpaid period to be scheduled by the Employer.

12.06 Rest Breaks

Employees working a minimum of seven point five (7.5) hour shift will receive two (2) fifteen (15) minute paid rest breaks to be scheduled by the Employer.

Employees working less than a seven point five (7.5) hour shift will receive one (1) fifteen (15) minute paid rest break to be scheduled by the Employer.

12.07 Commitment to Part-Time Employees

Part-time Employees who are covered by this Agreement may be requested by the Employer to work more than regularly scheduled hours, for example, during the summer months, at Christmas/New year period, and at least on alternate paid holidays, and to replace an Employee who is absent for a scheduled shift, if requested at any of these times. It is understood that the Employer will recognize the integrity of the part-time position and will not make unreasonable requests for additional work by part-time Employees.

12.08 Shift Schedules

The shift schedules will be posted on the notice board, at least two (2) weeks prior to the effective date of the schedule. When a change is made in the shift schedule of a full-time or part-time Employee by the Employer other than those changes contemplated by Articles 12.04 and 12.10 of this Agreement, the Employee will be informed and when the change is made with less than three (3) calendar days' notice the Employee will be paid at time and one-half times (1½x) their regular rate of pay for the first shift of the changed shift schedule.

12.09 Requests for specific days off will be submitted in writing or electronically to the department Manager or designate one (1) week prior to the posting. Where possible, statutory holidays will be scheduled in conjunction with the Employee's regular scheduled weekends.

12.10 Requests to exchange shifts within posted work schedules must be submitted in writing or electronically and co-signed by the Employee willing to exchange days off or workings shifts and are subject to the discretion of the Employer. In any event it is understood that such change initiated by the Employee and approved by the Employer will not result in overtime compensation or payment, or any other claims on the Employer by an Employee under the terms of this Agreement.

12.11 An Employee may be required to work for more than five (5) consecutive days to provide for days off on a consecutive rotation basis of four (4) days off bi-weekly and will be taken on such days as will be specified by the Employer. The Employer will arrange shift schedules such that an Employee is not scheduled to work for more than six (6) consecutive days. The Employer may switch scheduled days off to accommodate an emergency situation provided the switch is mutually agreed with the Employees affected and any such change will be submitted to the Union.

12.12 The shift commencing at or about midnight will be considered the first shift of each working day. A shift will be entirely within the calendar day in which the majority of hours fall regardless of what calendar day any part of such shift was actually worked.

12.13 There will be no split shifts.

12.14 At least fifteen (15) hours' time off will be scheduled between shifts or changeover of shifts. An Employee, who is scheduled to work within fifteen (15) hours after a scheduled shift or a changeover of shifts, will receive overtime rates of pay for all hours worked within such fifteen (15) hour period. A shorter period of time between shifts or changeover of shifts may be scheduled by mutual consent between the Employer, the Union and the Employees.

Licensed Practical Nurse

At least fifteen and one-half (15½) hours' time off will be scheduled between shifts. An Employee who is scheduled to work within fifteen and one-half (15½) hours after a scheduled shift or changeover of shifts will receive overtime rates of pay for all hours worked within such fifteen and one-half (15½) hour periods. A shorter period of time between work shifts, or changeover of shifts may be scheduled by mutual consent between the Employer, the Union and the Employees.

At least eight (8) hours' time off will be provided to a casual Employee between shifts or changeover of shifts. A casual Employee who works within eight hours of a completed shift will receive overtime rates of pay for all hours worked within the eight hour period.

12.15 The Employer will arrange shifts so that Saturdays and Sundays (weekends) off are distributed as equally as possible.

12.16 Part-time Employees who wish to be considered for work over and above their scheduled hours of work will notify their supervisor, in writing, as to their availability for additional hours of work. Part-time Employees will, in order of seniority, have preference for additional work, provided that care and efficiency are not compromised. When a part-time Employee designates availability for additional hours, with suitable advance written notice, the Employee's schedule will not be considered to have changed and Articles 12.01, 12.08, 12.01, 12.07 and 12.08 do not apply.

If no Part-time employees accept the available additional hours, the additional hours will be offered to Casual employees, who have stated their availability and who are qualified and available to meet temporary operational requirements, based on their seniority and pursuant to Article 11.04.

12.17 Casual Employees

A Casual Employee will not be required to work more than six (6) consecutive days.

12.18 Failure to work at least one (1) weekend shift, if offered by the Employer, in a calendar month may result in removal of the Casual Employee's name from the casual call-in roster. A Casual Employee will be terminated in the event the Employee declines to work at least two (2) shifts per month, as offered by the Employer unless excused by the Employer.

ARTICLE 13 - OVERTIME

13.01 Overtime defined

Overtime will be paid for all hours worked over seven point five (7.5) hours in a shift or seventy-five (75) hours bi-weekly or more than six (6) consecutive days, at the rate of time and one-half (1½x) the Employee's regular rate of pay provided that all such overtime is authorized by the Supervisor or designate.

Licensed Practical Nurse

Overtime will be paid for all hours worked over seven point seven five (7.75) hours in a shift or seventy-seven point five (77.5) hours bi-weekly, provided that all such overtime is authorized by the Supervisor or designate.

13.02 Part-Time Employees

Part-time Employees who are scheduled to work less than seventy-five (75) hours in a bi-weekly pay period qualify for overtime after first completing seventy-five (75) hours of work in the scheduled biweekly work period, or after completing seven point five (7.5) hours of work in the standard seven point five (7.5) hour shift, provided that all such overtime is authorized by the Supervisor or designate.

Part-time Licensed Practical Nurses who are scheduled to work less than seventy-seven point five (77.5) hours in a bi-weekly pay period qualify for overtime after first completing seventy-seven point five (77.5) hours of work in the scheduled biweekly work period, or after completing seven point seven five (7.75) hours of work in the standard seven point seven five (7.75) hour shift, provided that all such overtime is authorized by the Supervisor or the designate.

13.03 Overtime rate of pay

Overtime pay rates are based on the Employee's basic rate of pay, excluding hourly shift premiums.

13.04 No Layoff to Compensate for Overtime

An Employee will not be required to be laid off during regular hours to equalize any overtime worked. Time off in lieu of overtime rate by mutual consent between the Employee and the Employer, may be arranged.

13.05 An Employee who is absent on paid time during their scheduled work week because of sickness, bereavement, holidays, or vacation will, for the purpose of computing overtime pay, be considered as if they had worked during their regular hours during such absence.

13.06 Sharing of Overtime

Overtime will be voluntary except that the Employer will have the right to order overtime should no volunteers be available. Overtime and callback time will be divided as equally as possible among Employees normally doing the work who are willing and qualified to perform the available work.

13.07 Callback Guarantee

If an Employee is called back to work within fifteen (15) hours after working their regular shift, they will receive overtime rates of pay for all hours worked during the callback.

Licensed Practical Nurse

If a Licensed Practical Nurse is called back to work within fifteen and one-half (15½) hours after working their regular shift, they will receive overtime rates of pay for all hours worked during the callback.

13.08 Overtime Work on Scheduled Day Off

Employees required to work by the Employer on their scheduled days off will be paid for the first day off at the rate of time and one-half (1½x) and the second and subsequent days off at double time (2x), unless the Employee is given at least seven (7) calendar days' notice of the change of shift schedule.

13.09 Time Off in Lieu of Overtime

Where mutually agreed by the Employer and the Employee, the Employee may receive time off in lieu of overtime. Such time off will be the equivalent of the actual time worked, adjusted by the applicable overtime rate and taken at a time mutually agreed by the Employer and the Employee. In no case will it be later than sixty (60) days from the date the overtime was worked.

13.10 An Employee who works more than three point five (3.5) hours of overtime past their regularly scheduled shift will be provided a meal ticket, at no cost to the Employee, to be used within that overtime shift or the next scheduled shift if the kitchen is not open.

ARTICLE 14 - JOB POSTING, PROMOTIONS, TRANSFERS, VACANCIES

14.01 A vacancy of a bargaining unit position will be posted within three (3) days and remain posted for five (5) working days (i.e. exclusive of Saturday, Sunday, and Paid Holidays). The posting will indicate the date of the posting, the closing date for applications, the department in which the vacancy is to be filled and the classification, qualifications, hours of work and rate of pay for the posted position.

14.02 If no internal applications are received by completion of the posted period the Employer may fill the vacancy at its discretion.

14.03 Until the vacancy is filled, the Employer may fill the vacancy at its discretion on a temporary basis.

14.04 Both parties recognize:

(a) the principle of promotion within the service of the Employer;

(b) that job opportunity should increase in proportion to seniority.

Therefore, in a case where bargaining unit Employees apply for a posted position, and who possess the required qualifications and satisfactory record of performance, the Employer will select the Employee with the greatest seniority.

An Employee who is successful in a job posting will not be considered for the same position within six (6) months of the successful posting unless the posting is for a higher FTE or a change in the shift hours of work.

If all applicants for a vacancy are casual Employees and possess the required qualifications, the Employer will award the position to the Employee with the highest casual seniority as per Article 4.

14.05 The Employer, if requested by the Employee, will discuss with the unsuccessful applicant ways in which they can improve their qualifications for future postings.

14.06 Within three (3) days of appointment of the successful applicant, the name of the successful applicant and the date the appointment takes effect will be posted. The Site Vice President will be notified in writing of all hires, transfers, appointments and terminations of employment.

14.07 <u>Trial Period for Transfers, Promotions and Change of Classification</u>

Upon promotion to a higher classification or transfer to a different classification, the successful applicant or appointee will be placed on trial for a period of two (2) months. Conditional on satisfactory service, such trial promotion or transfer will become permanent after the period of two (2) months. In the event the successful applicant proves unsatisfactory in the position during the aforementioned trial period, or if the Employee finds themselves unable to perform the duties of the new job classification, they will be returned to their former position and salary without loss of seniority. Any other Employee promoted or transferred because of the rearrangement of positions will also be returned to their former position and salary without loss of seniority.

14.08 Transfers and Seniority Outside Bargaining Unit

No Employee will be transferred to a position outside the bargaining unit without their consent. If an Employee is transferred to a position outside the bargaining unit, they will retain their seniority accumulated up to the date of leaving the unit but will not accumulate any further seniority. An Employee will have the right to return to a position in the bargaining unit during their trial period, which will be up to a maximum of one (1) year. If an Employee returns to the bargaining unit, they will be placed in a job consistent with their seniority. Such return will not result in the layoff or bumping of an Employee holding greater seniority. This clause will not apply to temporary transfers.

ARTICLE 15 - LAYOFFS AND RECALLS

15.01 Layoff Definition

A layoff shall be defined as:

(a) The permanent reduction of one (1) or more employees; or

(b) The reduction in the working hours, in an Employee's regular schedule, of more than five (5) hours per week.

15.02 Role of Seniority in Layoffs

When a layoff occurs in a classification, the least senior in the classification will be laid off in the Care Centre site provided that the remaining Employees are willing, able, and qualified to satisfactorily perform the available work.

15.03 Recall Procedure

Employees will be recalled at the Care Centre in the order of their seniority provided that the recalled Employees are willing and able and qualified to perform the available work.

15.04 No New Employees

No new Employees will be hired for a position while there are Employees on layoff at the Care Centre with seniority who are willing and able and qualified to satisfactorily perform the available work.

15.05 Advance Notice of Layoff

Unless legislation is more favorable to the Employees, the Employer will notify Employees who are to be laid off at least ten (10) working days prior to the effective date of layoff, except in the case of probationary Employees for whom the Employer will not be required to give notice. If the Employee has not had the opportunity to work the ten (10) working days as provided in this article, the Employee will be paid for the shifts for which work was not made available. These provisions will not be effective in the event of an emergency such as a fire, flood, epidemic etc. that disrupts or curtails the operation of the Care Centre.

15.06 Advise Union

Prior to implementation of the layoff provisions of this Article, the Employer will meet with the Union to advise of the Employer's intentions.

15.07 Communication to Confirm Available After Recall

A person who is laid off must communicate with the Employer within ninety-six (96) hours of notice of recall being received by registered mail to the person's recorded address and must be prepared to begin work at a time designated by the Employer provided that if the Employee is required to give notice to another Employer, they will not be required to report for work any sooner than fourteen (14) days after receipt of notice of recall.

15.08 Grievances on Layoffs and Recalls

Grievances concerning layoffs and recalls will be initiated at Step II of the Grievance Procedure.

ARTICLE 16 - GRIEVANCE PROCEDURE

16.01 Time Limits

For the purpose of this Article, periods of time referred to in days will be consecutive calendar days exclusive of Saturdays, Sundays, and Named Holidays.

16.02 Recognition of Union Stewards and Grievance Committee

In order to provide an orderly and speedy procedure for the settling of grievances, the Employer acknowledges the rights of the Union and the Union Stewards. The Steward will assist any Employee, whom the Union represents, in preparing their grievance in accordance with the grievance procedure.

16.03 Names of Stewards

The Union will notify the Employer in writing of the names of the shop stewards.

16.04 Grievance Definitions

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

(a) an individual grievance is a dispute affecting one (1) Employee. Such grievances will be initiated at Step 1 of the grievance procedure as outlined in Article 16.07 (a) except in cases of suspension or dismissal which will commence at Step 2, the form will be signed by a Shop Steward or Site Vice President; or

(b) a group grievance is a dispute affecting two (2) or more Employees. Such grievances will be initiated at Step 2 and processed in the same manner as an individual grievance as outlined in Article 16.07 (b). A group grievance will list all Employees affected by the grievance and the results of such grievance will apply, proportionately if applicable, to all Employees listed on the original grievance; or

(c) a policy grievance is a dispute between the parties, which, due to its nature is not properly the subject of an individual or a group grievance. Such grievance will be initiated, in writing, within ten (10) days of the date the aggrieved party first became aware of or reasonably should have become aware of the event leading to the grievance. If the policy grievance is a Union grievance, it will commence at Step 2. If the policy grievance is an Employer grievance, it will be directed to the National Representative of the Union and the National Representative will render a written reply within seven (7) days of receipt. Upon receipt of response or failure to reply, the Employer may advance the grievance to Arbitration.

16.05 Authorized Representatives

(a) An Employee may be assisted and represented by the National Representative, the Shop Steward, or the Local Union President when representing a grievance. Only one Site Union representative may assist the Employee at any time.

(b) The Employer agrees that the Shop Steward will not be hindered, coerced, or interfered with in any way in the performance of their functions while investigating disputes and presenting adjustments as provided in this Article. However, no representative will leave their work without obtaining consent from their supervisor, which will not be unreasonably withheld. The Shop Steward will not suffer any loss of pay for time spent in the performance of their duties involving a grievance provided that the Shop Steward does not leave the Employer's premises.

16.06 Mandatory Conditions

It is agreed that the presentation and processing of any grievance must be within the applicable time limits set out. If either party fails to comply with the applicable stages and time limits set out as follows, the grievance will proceed according to the required time limits to the next succeeding stage of the grievance procedure, unless mutually agreed in writing to extend the time limits.

(a) During any and all grievance proceedings, the Employee will continue to perform their duties, except in cases of suspension or dismissal.

(b) A suspension or dismissal grievance will commence at Step 2.

16.07 Steps in the Grievance Procedure

(a) Step 1

An Employee, with or without a Shop Steward (at the Employee`s option), will attempt to resolve a grievance through discussion with their immediate supervisor or designate within ten (10) days the Employee becomes aware of, or reasonably should have become aware of, the occurrence which led to the grievance. Both parties will make every effort to settle the dispute at this stage.

If the grievance is not settled at this stage, it may be advanced to Step 2 within ten (10) days.

(b) Step 2

(i) If the matter is not resolved at Step 1, the Union, on behalf of the Employee, will submit the grievance in writing to the Executive Director or designated representative, clearly outlining the full particulars or the alleged violation, including the article(s) involved, the nature of the grievance and the redress sought. The written grievance must be presented within ten (10) days of the Step 1 discussion with the supervisor.

(ii) For a group grievance, the grievance must be submitted in writing within ten (10) days of the date any of the aggrieved parties became aware of the event, or reasonably should have become aware of the event, leading to the grievance. The grievance should clearly outline the full particulars of the alleged violation, including the article(s) involved, the nature of the grievance and the redress sought.

The Executive Director or designated representative will hold a meeting within ten (10) days of receipt of the grievance. The Executive Director or designated representative will render a written decision within ten (10) days of the date of the meeting.

If the grievance is not settled at this stage, it may be advanced to Step 3.

(c) Step 3

Within ten (10) days of the reply from the Executive Director or designated representative, the Union, on behalf of the Employee will submit the grievance in writing to the Vice President – Human Resources or the designated representative. The Vice President – Human Resources or designated representative will hold a meeting within ten (10) days of receipt of the grievance. The Employee will be entitled to have a representative of the Union present during the meeting. The Vice President – Human Resources or designated representative will render a written decision within ten (10) days of the date of the meeting. If the grievance is not settled at this stage the Union may decide to proceed to Arbitration.

ARTICLE 17 - ARBITRATION

17.01 Composition of Board of Arbitration

Failing a satisfactory settlement being reached in Step 3, either party may refer the grievance to arbitration within ten (10) working days by giving notice to the other party in writing in accordance with Step 3. Unless both parties agree to the appointment of a single arbitrator to constitute the Board of Arbitration within seven (7) working days, the other party will give notice in writing naming their nominee to the Arbitration Board. The two (2) named members of the Board will, within five (5) working days, name a third member of the Board who will be the Chairperson. In the event of failure to agree upon a third person, the Minister of Labour for the Province of Alberta will be requested to appoint a third member.

17.02 The Board will determine its own procedure but will give full opportunity to all parties to present evidence and make representations. In its attempt at justice, the Board will, as much as possible, follow a layman's procedure and will avoid legalistic or formal procedure. No grievance will be defeated or denied by any formal or technical objection and the Board will have jurisdiction to waive procedure irregularities. It will hear and determine the difference or allegation and render a decision within ten (10) working days from the time the hearing is conducted.

17.03 Decision of the Board

The decision of the majority will be the decision of the Board. Where there is no majority decision, the decision of the Chairperson will be the decision of the Board. The decision of the Board of Arbitration will be final, binding, and enforceable upon all parties and may not be changed. The Board of Arbitration will have authority only to settle grievances under this Agreement and to apply this Agreement to the facts of the grievance(s) involved. The Board of Arbitration will have no power to change this Agreement or to alter, modify or amend any of its provisions, or give any decision inconsistent with it, nor will any practices or customs become binding unless reduced to writing by the Employer and the Union. However, the Board will have the power to dispose of a grievance by any arrangement that it deems just and equitable.

17.04 Disagreement on Decision

Should the parties disagree as to the meaning of the Board's decision, either party may apply to the Chairperson of the Board of Arbitration to reconvene the Board to clarify the decision, which it will do within five (5) days.

17.05 Expenses of the Board

Each party will pay:

(a) the fees and expenses of the arbitrator it appoints;

(b) one-half (½) of the fees and expenses of the Chairperson;

(c) its own expenses including any pay due to be paid to witnesses.

No costs will be awarded to or against any party.

17.06 Amending of Time Limits

The time limits in this Agreement are mandatory. The time limits fixed in both the grievance and arbitration procedure may be extended only by consent of the parties, confirmed in writing.

17.07 Where it appears that two (2) or more Employees have the same grievance or the same type of grievance, which are proceeding to arbitration they will be submitted to one (1) Board of Arbitration. It is understood that each grievor will have the right to make their own submission.

17.08 Witnesses

At any stage of the grievance or arbitration procedure, the parties will have the assistance of any Employee(s) concerned as witnesses and any other witnesses.

All reasonable arrangements will be made to permit the conferring parties or the arbitrator(s) to have access to the Employer's premises to view any working conditions, which may be relevant to the settlement of the grievance.

ARTICLE 18 - DISCIPLINE DISMISSAL AND RESIGNATION

18.01 Except for the dismissal of an Employee serving a probation period, there will be no discipline or dismissal except for just cause.

18.02 Whenever the Employer deems it necessary to discipline an Employee in a manner indicating that dismissal or discipline may follow any further infractions or may follow if such Employee fails to bring their work up to the required work performance by a given date, the Employee will be notified in writing of the specifics of the issues that gave rise to the action and/or penalty with a copy to the Union.

18.03 The Employer will give a minimum of two (2) weeks' notice of termination of employment or will pay a minimum of two (2) weeks wages in lieu of notice, except in cases of dismissal for just cause or termination during the probationary period pursuant to Article 11 of this Agreement. If, by law, longer notice of termination must be given or a greater sum paid in lieu of notice, such longer notice must be provided or greater sum paid.

18.04 Employees will give a minimum of two (2) weeks' notice of termination unless otherwise mutually agreed between the Employer and the Employee.

18.05 An Employee will have the right to be accompanied by a Shop Steward or a Union officer in a disciplinary meeting or any meeting that may give rise to the discipline of the Employee.

The Employee being interviewed as a witness to an alleged matter which may lead to the discipline of another employee may request to be accompanied by a Shop Steward or a Union Officer, providing doing so does not cause a delay in the Employer's investigation or disciplinary meeting.

18.06 The Employer's decision to terminate the services of a Casual Employee will be confirmed in writing. Such termination will not be subject to the grievance procedures.

18.07 None of the provisions of this Article will prevent immediate suspension or discharge for cause, subject to the grievance procedure.

ARTICLE 19 - PAID HOLIDAYS

With respect to Alberta General Holidays, unless the Collective Agreement provisions are superior, the Employer will adhere to the provisions of *Alberta Employment Standards*, as may be amended from time to time.

19.01 Paid Holidays Defined

Employees who have completed their probationary period will receive the following paid holidays:

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

19.02 If another Federal, Provincial or Municipal holiday should be proclaimed during the term of this Agreement, such additional proclaimed holiday will replace the paid holiday designated as the Boxing Day specified above. The intent is that there will be no more than twelve (12) paid holidays per calendar year for the duration of this Agreement.

19.03 Computation of Paid Holiday Pay

Holiday pay will be computed on the basis of the number of hours the Employee would otherwise work had there been no holiday, at their regular rate of pay.

For example, a regular full-time Employee who works the standard seven point five (7.5) hour shift will be paid seven point five (7.5) hours straight-time holiday pay; a regular full-time Licensed Practical Nurse who works the standard seven point seven five (7.75) hour shift will be paid seven point seven five (7.75) hours straight-time holiday pay.

19.04 Qualified for Payment

In order to qualify for holiday pay an Employee must work their full scheduled shift immediately preceding and immediately following the holiday, except where the Employee is absent due to illness or bereavement leave. If an Employee is absent on a paid holiday when scheduled to work, they will forfeit all pay for the holiday unless due to illness. However, if an Employee qualifies for E.I. benefits they will not qualify for holiday pay.

19.05 Full-time Employees Who Work on a Holiday

Full-time Employees will be paid at the rate of one and one-half (1½x) times their applicable hourly rate for work performed on paid holidays as set out in Article 19.01 (Paid Holidays). Such Employees will also be entitled to an additional day off with pay within a period of four (4) weeks after the holiday, unless otherwise arranged between the Employee and the Employer. In lieu of the provision, the Employer and the Employee may agree that the Employee will receive an additional day's pay; failing agreement the Employer may schedule the lieu day or pay an additional day's pay. The Employer when scheduling the lieu day as provided herein will give prior consideration to the date requested by the Employee.

19.06 Holiday Falling on Day Off

If any of the holidays named in Article 19.01 occur on a regular day off of a full-time Employee entitled to holiday pay, the Employee will receive an additional day off in lieu thereof within four (4) weeks after the holiday unless otherwise arranged between the Employee and the Employer; failing agreement the Employer may schedule the lieu day or pay an additional day's pay. The Employer when scheduling the lieu day as provided herein will give prior consideration to the date requested by the Employee.

19.07 A part-time Employee will receive holiday pay for paid holidays as set out in Article 19.01 (Paid Holidays) equivalent to their earnings exclusive of overtime for the days on which they worked during the thirty (30) calendar days prior to the paid holidays in relation to what a full-time Employee earned in the same period times one (1) day's pay.

19.08 Holiday Falling During Vacation

When a Named Holiday falls during a Full-Time Employee's vacation, the Employee shall receive:

(a) an alternate vacation day off at a mutually agreed time; or

(b) failing mutual agreement, within thirty (30) calendar days following the named holiday of the option to be applied, the Employee shall receive payment for such day at their basic rate of pay.

19.09 A part time Employee who actually works on any paid holiday will be paid for all hours worked at the rate of time and one-half (1½x) their regular rate for hours worked within a minimum of four (4) hours.

19.10 Part-time Employees Lieu Days

The Employee will advise the Employer in writing at least one (1) week prior to the posting of the schedule covering the requested day when the Employee wishes to take a lieu day resulting from the application of this article and where reasonably possible the date requested will be granted. Requests for a lieu day off after the posting of the schedule, will be submitted in writing and where operationally feasible the date requested will be granted provided the date requested is to be taken within a four (4) week period after the paid holiday. Failing approval by the Employer, the Employer may schedule the lieu day or pay the additional day's pay.

19.11 Paid Holidays

Nothing in this article will prevent the Employee and the Employer from agreeing to any combination of time and one-half (1½x), plus a day off or a day's pay and a day and one-half (1½) for full-time Employees who work on any of the paid holidays set out in Article 17.01.

19.12 Casual Employees Working on a Paid Holiday

A Casual Employee required to work on a paid holiday will be paid at the rate of one and one-half times (1½x) their applicable hourly rate for all hours worked on the paid holiday.

ARTICLE 20 - SICK LEAVE

20.01 To protect the Employee against loss of income where they are ill or injured, the Employer has agreed that an Employee absenting themself on account of illness rendering them unable to perform their regular duties as an Employee will be entitled to receive sick leave benefits equal to the Employee's normal hourly wage (exclusive of overtime, premiums, etc.) for each day of illness that they were scheduled to work to the extent of their accumulated sick leave credits or to the date when they become

entitled to benefits under the Employment Insurance Act or any statute, law, commission, or governmental program in replacement thereof.

20.02 Employees will be allowed to accumulate one and one-quarter (1¼) days of sick leave for each month of seniority which leave may be accumulated to a maximum of one hundred (100) days.

20.03 Sick Leave as Affected by Probation Period

Employees who have not completed their probation will not be entitled to paid sick leave. However, once they have completed their probation, they will be credited with three and three quarters (3¾) days sick leave (days accredited subject to change).

20.04 Proof of Illness

When the Employer has reason to believe that an employee is misusing sick leave (i.e., excessive use of sick leave or a questionable pattern of sick leave usage), employees may be required to substantiate, at the Employee's expense, in the manner prescribed by the Employer, any claim for sick leave. Payment of sick leave benefits shall not be affected until required substantiation has been supplied.

When sick leave is claimed, in excess of three (3) consecutive calendar days, proof of disabling illness or injury will be furnished by a certificate from a duly qualified medical practitioner. Where an Employee's utilization of sick leave is excessive, the Employer may require the Employee to obtain, at the Employee's expense, proper medical certification from a duly qualified medical practitioner. In the event a long-term disability arises from the absence, the qualified medical practitioner must be a licensed physician. When such medical certification becomes required, the Employer will first issue advance written notice to the Employee.

20.05 Termination of Sick Leave

Sick leave benefits will cease on termination of employment or on retirement or on death. Sick leave will not accrue (except in the event of maternity leave where such benefit accrues to the end of the month in which the Employee commences maternity leave) while an Employee is on leave of absence, other than Union leave.

20.06 Employees will make every reasonable effort to schedule their medical appointments outside their working hours but should that not be possible and provided that they have been given proper authorization by the Employer, sick leave credit of one (1) day of the maximum ten (10) days allotted above may be used. In the case of Specialist appointments, where scheduling is beyond the Employee's control, Employees may use available sick leave credits to attend such appointments. Employees may be required to submit satisfactory proof of such appointment.

A specialist is defined as a physician whose practice is specific to a branch of medicine or surgery; this being one who is certified under the Province of Alberta. This could include oncology, cardiology, neurology, or psychiatry.

20.07 Recurrence of Illness

Should an Employee experience the recurrence of the illness requiring the Employee to leave work during the first shift following an absence due to illness, such absence will be considered a continuation of the immediately preceding illness.

20.08 Part-Time Sick Leave Credits

Part-time Employees will accumulate sick leave on the pro-rata basis of regular hours worked (i.e. nine point three seven five (9.375) hours credited sick leave for each one hundred and sixty-two point five (162.5) hours worked).

20.09 Only normal regularly scheduled working days will be charged against sick leave credit; this applies to all full-time and part-time Employees.

20.10 Sick Leave Benefits While on Worker's Compensation

Absence for sickness or accident compensable by Worker's Compensation will not be charged against the Employee's accumulated sick leave credits.

20.11 Notification of Absence Due to Illness

Any Employee absenting themselves on account of personal illness must notify the Employer, prior to the commencement of their next scheduled shift. An Employee who fails, without good and substantial reason to give notice specified below, will not receive sick leave benefits for the shift in question.

Prior to day shift	One (1) hour
Prior to evening shift	Three (3) hours
Prior to night shift	Three (3) hours

20.12 Notification of Return to Work

During any illness or injury, the Employee will notify the Employer, as far in advance as possible, a minimum of two (2) weeks of their intention and fitness to return to work. Medical evidence of fitness to return to work may be required depending on the illness or injury and the position the Employee is returning to.

20.13 Leave of Absence Due to Illness

Employees who have used all their sick leave credits must apply for a further leave of absence without pay. The Employer will advise the Employee in writing of the disposition of such request. In such circumstances the Employer agrees that it will exercise its discretion on a consistent basis.

20.14 Sick Leave During Pregnancy

Sick leave will be granted for the health related portion of an Employee's pregnancy or childbirth, such leave will only be approved following production of a medical certificate advising that there were medical reasons that prevented the Employee from doing their duties during the health related period of their absence.

20.15 Notification of Sick Leave Accrual

Upon request the Employer will advise an Employee in writing of the amount of their unused accrued sick leave.

20.16 Casual Employees

Casual Employees will not be entitled to sick leave.

ARTICLE 21 - LEAVE OF ABSENCE RULES

21.01 Employees who are on leave of absence will not engage in gainful employment on such leave, and if an Employee does engage in gainful employment without prior written approval by the Employer while on such leave, they will forfeit all seniority rights and privileges contained in this Agreement unless otherwise agreed by the Union and the Employer.

21.02 An Employee who has been granted a leave of absence of any kind, and who overstays their leave of absence, without permission of the Employer and cannot provide a justifiable explanation, will be considered to have terminated their employment.

21.03 Benefits will accrue from the date of return to employment following such leave of absence. No Employee will accumulate seniority, sick leave, or earned vacation nor will other benefits be paid or accrue while on leave of absence, other than those outlined below:

(a) periods of sick leave paid by the Employer

(b) leaves of absence with pay

(c) bereavement leave

(d) Employer paid jury/witness duty

(e) paid vacations

(f) while on approved Union leave of absence

(g) for the health related portion of maternity leave.

21.04 Employees will not be entitled to named holidays with pay, which may fall during the period of leave of absence.

21.05 An Employee returning from a leave of absence will be reinstated within one month following written notice of desire to return to work. An Employee returning from Workers' Compensation will be reinstated within two (2) weeks following receipt of proof of fitness to return to work. Upon return to work the Employee will be placed in the job previously held providing the Employee can perform the required work satisfactorily. If the Employee would not otherwise have retained their previous job they will, subject to seniority, be placed in the job they can satisfactorily perform.

LEAVE OF ABSENCE - UNION BUSINESS

21.06 Upon written request, leaves of absence without loss of pay may be given to Employees for Union business subject to the provisions of Article 21.07. The Union agrees in making request for such leave of absence that it will not unduly affect the proper operations of the Care Centre. However, the Employer agrees that permission for such leave will not be unreasonably withheld.

21.07 Leave of absence will be granted according to the following conditions:

(a) No more than three (3) Employees may be granted such leave at any one time and who will be from different classifications, unless otherwise mutually agreed by the parties.

(b) The aggregate total of such leaves will not exceed sixty (60) days per person in any calendar year.

21.08 For such leave of absence the Union will provide as much advance notice as possible, but not less than twenty-one (21) days' notice in writing to the Employer, whenever possible.

21.09 Where such leave is granted the Employer will continue to pay the Employees for the period of leave of absence and then submit an account to the Union for the Employee's wages, premiums and benefits (including RRSP).

21.10 (a) In the event that a regular Employee elected or selected to a full-time office with the Canadian Union of Public Employees, the Employee may be granted leave of absence without loss of pay, premiums and benefits (including RRSP) for a period of up to two (2) years. The Employee may request in writing for a further leave of absence.

(b) During such leave, the Employee will continue to accrue seniority, earn vacation and receive salary increments as applicable. An Employee granted such leave will continue to be paid by the Employer and the Union will reimburse the Employer for the Employee's wages, premiums and benefits (including RRSP).

(c) An Employee returning to work from such leave will provide at least one (1) month written notice to the Employer. The Employee will be reinstated to their previous position or to a similar position consistent with their abilities and/or qualifications, which position may not be the specific position or in the specific area occupied prior to the leave. The Employer will provide the Employee with an adequate period of orientation upon return to work.

(d) It is further agreed that in the event the Employee is accepted for long term disability, the Employee's Union leave will be terminated.

BEREAVEMENT LEAVE

21.11 (a) An Employee will be granted four (4) consecutive days bereavement leave without loss of pay for scheduled working days including the day of the funeral or death, but not both, in the event of the death of the following relatives: Parent, legally recognized Step-Parent, Spouse, Child, Step-children, Sibling, and Common Law Spouse.

(b) An Employee will be granted three (3) consecutive days bereavement leave without loss of pay for scheduled working days including the day of the funeral or death, but not both, in the event of the death of the following relatives: Grandparents, Grandparents-in-law, Grandchildren, Parent-in-law, Sibling-in-law, Aunt and Uncle.

21.12 Common law spouse will mean two (2) people who have lived together as spousal partners for a period of at least one (1) year.

21.13 An Employee will not be eligible to receive payment under the terms of bereavement leave for any period in which he is receiving any other payment such as for example: holiday pay, vacation pay or sick pay.

21.14 In the event of death of an immediate family member, defined as a regular Employee's spouse, daughter, son, mother and father, paid bereavement leave may be extended by an additional one (1) day where travel in excess of 300 kilometers is required for family memorial services. This provision takes effect in the event of death of an immediate family member occurring on or after the date of ratification.

21.15 Bereavement leave without pay will be extended upon request of an Employee by two (2) days when it is necessary for an Employee to travel in excess of three hundred (300) kilometers from their place of residence to attend the funeral.

21.16 A casual Employee will be entitled to bereavement leave without pay.

LEAVE OF ABSENCE FOR MATERNITY AND PARENTAL LEAVE

Employees are entitled up to seventy-eight (78) weeks of unpaid, job-protected leave in the event of the birth of a child and up to sixty-two (62) weeks of unpaid, job-protected leave in the event of the adoption of a child.

21.17 Maternity Leave

(a) An Employee who has completed ninety (90) days' continuous employment shall, upon their written request at least four (4) 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.

(b) 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, E.I. SUB Plan Benefits or LTD. Maternity leave shall be without loss of seniority. Birth mothers can take up to sixteen (16) consecutive weeks of maternity leave.

21.18 Parental Leave

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.

21.19 Employees indicating their desire to take Maternity and/or Parental Leave shall indicate their anticipated return to work date, if any, at the time of their request for leave.

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

21.20 Employees on such leave will accrue benefits only to the end of the month in which the leave of absence commences. Seniority will be accrued throughout such leave of absence.

JURY DUTY

21.21 An Employee required to serve jury duty or subpoenaed as a witness will be paid the difference between what they would have earned for their scheduled hours, (without taking into account any premium pay or the like) and the fees received pursuant to the performance of jury duty. This will be affected by the Employee signing over their jury fees, less expense money received from the authorities, for meals and lodging and the Employer will continue the regular salary payments. The Employee is to notify their supervisor as soon as possible after receipt of the subpoena. The Employee will come to work during those regularly scheduled days that they are not required to attend at court.

GENERAL LEAVE OF ABSENCE

21.22 The Employer will have the discretion to grant or refuse a request for a general leave of absence without pay for extenuating personal reasons provided that the Employer receives at least one month's notice in writing, unless impossible, and that such leave may be arranged without undue inconvenience to the normal operations of the Care Centre. Applicants when applying must indicate the date of departure and specify the date of return. Whenever possible an Employee intending to return from a leave of absence of more than two (2) months will give at least three (3) weeks' notice of return.

OTHER UNPAID LEAVES OF ABSENCE

21.23 With respect to Alberta legislated job protected leaves, the Employer will adhere to the provisions of Alberta Employment Standards as may be amended from time to time.

ARTICLE 22 - VACATIONS

22.01 Length of Vacation

The vacation entitlement for regular Employees, for the current vacation year, is earned in the previous vacation year. Each regular full-time and regular part-time Employee covered by this Agreement shall receive the following vacation with pay on the basis of service, with 1950 hours (2050 for LPN's) worked being equivalent to one year.

A regular full-time Employee will receive an annual vacation with pay in accordance with their years of service as of the vacation cutoff date as follows:

Less than one (1) year	- One (1) working day for each month (maximum of ten (10) days)
One (1) year or more	- Ten (10) working days
Two (2) years or more	- Fifteen (15) working days
Six (6) years or more	- Twenty (20) working days
Twelve (12) years or more	- Twenty-five (25) working days
Seventeen (17) years or more	- Thirty (30) working days

The vacation earned in a vacation year is taken the following vacation year.

Part-time Employees

A regular part-time Employee will receive their next year's vacation hours based on the straight time hours paid as of the vacation cutoff date, as follows:

Less than one (1) year	- Four percent (4%)
One (1) year or more	- Four percent (4%)
Two (2) years or more	- Six percent (6%)
Six (6) years or more	- Eight percent (8%)
Twelve (12) years or more	- Ten percent (10%)
Seventeen (17) years or more	- Twelve percent (12%)

A part-time Employee's vacation year's entitlement is based on the percentage of the straight time hours paid during the previous vacation year.

The following formula is used for calculating paid vacation for part-time Employees:

Straight time hours paid in a vacation year.	x	*Years of service percentage*	=	*Paid vacation entitlement*

Example 1: a 3 year regular part-time Employee who has been paid at straight time 1200 hours in a vacation year will be entitled to 72 hours of paid vacation.

Casual Employees

A casual Employees will receive vacation pay as follows:

Less than one (1) year	- Four percent (4%)
One (1) year or more	- Four percent (4%)
Two (2) years or more	- Six percent (6%)
Six (6) years or more	- Eight percent (8%)
Twelve (12) years or more	- Ten percent (10%)
Seventeen (17) years or more	- Twelve percent (12%)

22.02 Bonus Vacation

(a) Upon attaining the twentieth (20th) anniversary of continuous employment, regular Employees will qualify for a one-time supplementary paid leave of five (5) work days, over and above normal annual vacation as provided in Article 22.01(Length of Vacation) above. Utilization of this one-time bonus vacation is limited to the twelve (12) month period immediately following the twentieth (20th) anniversary, and is subject to the established provisions governing the scheduling of vacation, in accordance with Article 22.08 (Vacation Schedules). There is no carry-over or carry-forward privilege for any portion of bonus vacation which remains unused at the end of the twelve (12) month limited period. If bonus vacation remains unused at the end of the twelve (12) month limited period, then the unused portion will be paid out. For regular part-time Employees this bonus

vacation time is paid on a pro-rata basis in accordance with the ratio of the part-time Employee's scheduled bi-weekly hours compared to the scheduled bi-weekly hours for a full-time Employee.

(b) Upon attaining the thirtieth (30th) anniversary of continuous employment, regular Employees will qualify for a one-time supplementary paid leave of five (5) work days, over and above normal annual vacation as provided in Article 22.01 (Length of Vacation) above. Utilization of this one-time bonus vacation is limited to the twelve (12) month period immediately following the thirtieth (30th) anniversary, and is subject to the established provisions governing the scheduling of vacation, in accordance with Article 22.08 (Vacation Schedules). There is no carry-over or carry-forward privilege for any portion of bonus vacation which remains unused at the end of the twelve (12) month limited period. If bonus vacation remains unused at the end of the twelve (12) month limited period, then the unused portion will be paid out. For regular part-time Employees this bonus vacation time is paid on a pro-rata basis in accordance with the ratio of the part-time Employee's scheduled bi-weekly hours compared to the scheduled bi-weekly hours for a full-time Employee.

This provision also applies to all Employees who have attained their twentieth (20th) or thirtieth (30th) anniversary as of the date of ratification and takes effect for the vacation year which commences June 1, 2005.

22.03 Annual Cutoff Date

For the purpose of calculating eligibility, the vacation year will be the period from June 1st of any year to May 31st of the following year.

22.04 Non-Cumulation of Vacations

Employees will be entitled to utilize any and all vacation hours which they have accumulated to date. At May 31st of the current year, no Employee may have vacation in excess of their current vacation accrual and one additional week carryover remaining in their outstanding vacation bank. Those Employees, who have in excess of the above noted vacation hours at May 31st, will have the difference paid out to them in a lump sum payment on the pay period immediately following the May 31st pay period unless other arrangements have been made between the Employer and the Employee.

22.05 Compensation for General Holidays Falling Within Vacation Schedule

If a paid holiday falls or is observed during an Employee's vacation period, the holiday is observed.

22.06 Vacation Pay

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

22.07 Vacation Pay on Termination

Upon termination of employment an Employee will be paid their unused earned vacation.

22.08 Vacation Schedules

Vacation planners will be posted on or before January 31st of each year.

The Employees will submit their written request for vacation for the vacation year by February 28th. An Employee who fails to indicate their vacation request by February 28th will not have preference of choice of vacation time, where other Employees have indicated their preference.

Vacations will be approved in order of seniority by department, subject to operational requirements. Written responses for vacation requests will be provided to each Employee by March 31st.
Approved vacation will be not changed unless mutually agreed upon by the Employee and the Employer.

Where an Employee chooses to split their annual vacation, their second and subsequent choices of vacation will be considered only after all other Employees concerned have made their initial selection.

The vacation scheduled will be posted within each department by March 31st.

Vacation requests received after February 28th will be considered on a first come, first served basis. The requests received after this time period will be returned to the Employees within fourteen (14) days of the receipt of the request, but not before March 31st.

Wherever operational requirements permit, all regular Employees will be provided with two (2) weeks' vacation absence during the peak vacation request (July, August) annually.

22.09 Unbroken Vacation Period

An Employee will be entitled to receive their vacation in an unbroken period unless otherwise mutually agreed upon between the Employee and the Employer.

22.10 Subject to Article 22.08, staff requesting vacation time during Christmas and New Year's will be granted on a rotating basis.

ARTICLE 23 - PAYMENT OF WAGES AND ALLOWANCES

23.01 Pay Days

(a) The Employer will pay by direct deposit salaries and wages bi-weekly for hours worked in accordance with the hourly wages set forth in Schedule "A". On paydays each Employee will be provided with an itemized statement showing the Employee's wages, overtime and other supplementary pay and deductions.

(b) In the event the Employer makes an overpayment on an Employee's pay the correction will be made the next pay period. If the Employer error results in an underpayment of more than one (1) day's pay, the Employer will provide payment for the shortfall within three (3) business days from the date the Employer is notified of the error.

23.02 Individual salary increases on the wage progression table in Schedule 'A' are in accordance with the Employee's attainment of the required hours worked.

23.03 A job classification will not be changed for the purpose of evading payment of the minimum rate set out in Schedule "A". If the Employer established a new classification within the bargaining unit, it will be discussed with the Union in advance and will be subject to negotiations to determine the rate of pay.

23.04 When the Employer requires an Employee to substitute on a higher classified job covered by this Agreement for at least four (4) hours in a shift, they will be paid at the job rate for the higher classified position, for the entire shift worked.

23.05 Transfers to a Lower Rated Classification

If an Employee is transferred to a lower rated classification, they will be advised the reasons for the transfer in writing and such transfer will be subject to the grievance procedure. The Employee will receive in the new classification the next rate below the Employee's present wage rate and will progress within the scale for such lower rated classification according to the length of service within such lower rated classification subsequent to the date of transfer, provided that if the Employee is at the maximum level in the present classification the Employee will receive not less than the maximum level of the lower rated classification.

23.06 Transfer to a Higher Rated Classification

If an Employee is transferred to a higher rated classification, the Employee will receive in the new classification the next rate above the Employee's present rate and will progress within the scale for such higher rated classification according to the straight time hours paid (excluding overtime hours) within such higher rated classification subsequent to the date of transfer.

23.07 Recognition of Previous Experience

Provided that no more than two (2) years have elapsed since the experience was obtained, when an Employee has experience satisfactory to the Employer, their starting salary may be adjusted by up to three (3) salary increments for each year of demonstrated applicable and relevant experience to the position currently held by the Employee.

It will be the responsibility of the newly hired Employee to provide reasonable proof of recent and related experience within sixty (60) days of hire in order to be considered for a salary increment, and if they fail to do so, they will not be entitled to recognition.

ARTICLE 24 - EMPLOYEE BENEFITS

24.01 The Employer's group insurance program covering eligible Employees will include benefits as contained in sub-sections (a) through (f) below:

(a) Life Insurance Plan

The Employer's benefits plan will provide for life insurance coverage in the principal amount of $20,000, for regular Employees. Coverage will include a provision for Accidental Death & Dismemberment coverage, at the same level as the principal amount of life insurance. Monthly premiums are paid 100% by the Employer for a full-time Employee. Premiums for part-time Employees are pro-rated in accordance with Article 24.04 below.

(b) Extended Health Benefits Plan

The Employer will continue the Major Medical Plan that is currently in place. The Employer agrees to pay 90% of the billed single/family rate for all full-time Employees. Premiums for part-time Employees are pro-rated in accordance with Article 24.04 below.

The Employer will implement direct pay drug card for drugs that legally require a prescription. Generic substitutions will apply.

(c) Vision Care Benefit

The Employer's Extended Health Benefits Plan will include a vision care benefit. Vision care, including one (1) eye examination, provides coverage for reimbursable expenses at the rate of $250.00 per twenty-four (24) months, per eligible covered Employee and their qualified dependents. Monthly premiums are covered 100% by the Employer.

(d) Dental Plan

The Employer's Dental Plan will include the following components:

(1) basic treatments – coverage at 85% of reasonable and customary charges.

(2) major treatments – coverage for crowns, bridges, major restorative procedures, at 50% of reasonable and customary charges.

(3) maximum annual benefit of $1,750.00 per eligible covered person per year, for basic and major treatments combined, for eligible treatments.

(4) monthly premiums for the billed single or family rate for eligible covered Employees are cost-shared equally by the Employer and Employee, 50%/50%, for all full-time Employees who have completed probation. Premiums for part-time Employees are pro-rated in accordance with Article 24.04 below.

(5) The Employer agrees to notify the Union prior to any change of carrier being implemented.

(e) Long-term Disability Plan

The Employer will introduce a long-term disability insurance plan for regular Employees. The long-term disability plan provides the following features:

(1) coverage for disabling non-occupational illness or injury whose onset occurs on or after October 1, 2002.

(2) the disability benefit is payable at the rate of 66.7% of the Employee's first fifteen hundred dollars ($1,500.00) of basic monthly earnings, plus 50% of the excess earnings, provided that the eligible Employee is totally disabled from work for a period more than seventeen (17) continuous weeks (i.e. the elimination period is 17 weeks).

(3) the disability benefit for a regular part-time Employee is computed on the same formula as provided in (2) above, and is based on the part-time Employee's basic earnings in the thirty (30) calendar day period immediately preceding the date total disability commences.

(4) benefits are non-taxable and issued on a monthly basis, one month in arrears, and are payable for a period up to twenty-four (24) months provided that the Employee remains totally disabled from their own occupation; benefits may continue after twenty-four (24) months provided that the Employee remains totally disabled from any occupation; the plan provides for mandatory occupational rehabilitation, where deemed appropriate by the insurance carrier.

(5) to qualify for and continue receiving long-term disability benefits, the Employee must be totally disabled from work and must be actively treated by, and under the continuing care of, a physician licensed in Canada.

(6) monthly benefits are offset by other disability income the Employee may be entitled to receive from other sources, including government pension plans.

(7) benefits continue until the Employee is no longer totally disabled, termination of employment, death, retirement or age 65, whichever occurs first.

(8) application forms, physician's statements and any other reports are the responsibility of the Employee.

(9) monthly premiums are paid 100% by Employees who have completed probation.

(f) Paramedical Coverage

Effective January 1, 2024, paramedical coverage including chiropractor, acupuncturist, osteopath, naturopath, podiatrist, physiotherapist, speech therapist, massage therapist, and psychologist will be provided with a no *per visit* cap and a yearly maximum of three hundred dollars ($300.00) per practitioner, with a reasonable and customary charge provisions.

24.02 The Employer is not responsible for monthly premiums in the event that an Employee is otherwise covered for such benefits. This means that if the Employee produces an exemption certificate indicating coverage (or is not entitled to coverage), through another source the Employer is not liable for coverage.

24.03 It is understood that there may be a qualifying period established by the insurer or that there may be required some reasonable time for filing of forms, etc.

24.04 Coverage and premiums for part-time Employees

The Employee Benefits plan outlined in Article 24.01 above is available to part-time Employees who have completed probation, provided the Employee does not have the opportunity for comparable coverage elsewhere. The payment of benefit premiums for part-time Employees will be pro-rated based on the hours paid in comparison to a full-time Employee and the cost sharing arrangement for full-time Employees.

24.05 Extended health benefits (i.e. major medical benefits, including vision care), dental benefits, includes coverage for same-sex partners of regular full-time Employees. To qualify for this provision, the relationship requires cohabitation of twelve (12) consecutive months. Part-time Employees are eligible for this provision, under the same conditions outlined in Articles 24.01 and 24.04 above.

24.06 Where the benefits specified above are provided through insurance obtained by the Employer, the administration of such plans will be subject to and governed by the terms and conditions of the policies or contracts entered into with the underwriters of the plans.

24.07 Casual Employees are not entitled to participate in the benefit plans.

ARTICLE 25 - SAFETY

25.01 Co-operation on Safety

The Union and the Employer will cooperate in improving rules and practices, which will provide protection to Employees engaged in hazardous work.

25.02 A joint management and Employee Health and Safety Committee will be established, with representation from each department of the Care Centre, and at least two (2) of such representatives will be members of the bargaining unit, fully approved by the Union.

25.03 The Committee will normally meet at least once a month at a mutually acceptable hour and date; however, a special meeting may be requested by any member to deal with any urgent matter. Scheduled time spent in such meetings is to be considered time worked and paid for at straight time by the Employer. Minutes will be kept of all meeting and copies will be sent to the Employer and the Union.

The Chairperson of this Committee will be elected by the members of the Committee and will serve for a period of one (1) year, unless re-elected.

25.04 Every Employee must take reasonable care to protect their health and safety and the safety of other persons who may be affected by the Employees acts or omissions at the work place. Further, every Employee will carry out their work in accordance with all safety rules and practices.

ARTICLE 26 - UNION/MANAGEMENT COMMITTEE

26.01 A Union/Management Committee will be established in each Care Centre with equal representation from the Union and the Employer to a maximum of four (4) representatives each. The Committee will meet on an ongoing basis to discuss matters of mutual concern. The Employee representative's meeting time is deemed to be paid work time at straight time pay.

26.02 If the Care Centre has an established joint committee composed of representatives of the Employer, the Union and other recognized functional bargaining units, the Union may agree to pursue the matters of mutual concern through this joint committee, without restricting the Unions right to request a meeting of the Committee comprised only of Management and this bargaining unit representatives.

ARTICLE 27 - WORKERS' COMPENSATION

27.01 Where an Employee is absent due to illness or injury which is compensable by Worker's Compensation, the following will apply:

(a) The Employer will continue to pay its share of any and all health and welfare benefits for thirty (30) days from which the absence commences.

(b) Subsequent to the period referred to in (a) above, benefit coverage may continue by the Employee, provided the Employee pays the total cost of the premiums to the Employer for each monthly period during the absence.

ARTICLE 28 - IN-SERVICE PROGRAMS

28.01 The parties of this Collective Agreement recognize the value of continuing in-service education for Employees and that the responsibility for such continuing education lies not only with the individual but also with the Employer. For the purpose of this Article, the term "in-service" includes: orientation, acquisition and maintenance of essential skills, and other programs, which may be offered by the Employer. The Employer is responsible for tracking the attendance at mandatory in-services.

The Employer reserves the right to identify specific in-service sessions as being compulsory for Employees and those required to attend such sessions will be paid at the applicable rate of pay for attendance. The following in service programs will be compulsory and will be provided to Employees on an annual basis:

(i) Abdominal Thrust;

(ii) Emergency Response (example: fire, evacuation and disaster procedures);

(iii) Proper lifting and prevention of back injuries;

(iv) Workplace Hazardous Material Information System (WHMIS);

(v) Protection of Persons in Care

28.02 Employees who, with prior approval of their supervisor, attend in-service programs, which are not identified as compulsory by the Employer, will suffer no loss of regular earnings for attending such programs.

The Employer will make available other in-service education programs as deemed appropriate for the purpose of maintaining proficiency.

ARTICLE 29 - PROBATIONARY PERIOD AND ORIENTATION

29.01 A newly hired full time Employee must successfully complete a probationary period of three (3) months. A newly hired part time Employee must successfully complete a probationary period of four hundred and eighty seven point five (487.5) hours worked.

A newly hired full-time and part-time Employee (Licensed Practical Nurse) must successfully complete a probationary period of five hundred and three point seven five (503.75) hours worked.

On or before the expiry date of the initial probationary period, the Employer will confirm to the Employee the decision to:

(a) confirm their appointment as having completed their probation; or

(b) extend the probationary status in consultation with the Union; or

(c) terminate the Employee. Such termination will be subject to the grievance procedure, excluding the arbitration process.

Provided, however, that each full day of absence from scheduled work for any reason will extend the probation period by one full day. If a probationary Employee is transferred to another classification, the Employee may be required to complete a new probationary period, commencing on the date of transfer and the Union will be advised. In no event will the Employee's total probationary period exceed six (6) months or nine hundred and seventy-five (975) hours worked. In no event will a Licensed Practical Nurse total probation period exceed six (6) months or one thousand and seven point five (1,007.5) hours worked. Employees will be kept advised of their progress during the probationary period.

29.02 The Employer will provide a reason for the termination to the Employee, and the Employee will not have recourse to the grievance procedure set out in this Collective Agreement or the Code, with respect to such termination.

29.03 The Employer will provide a paid orientation for all new Employees (regular and casual), and when an Employee changes areas within a department or changes departments.

29.04 Subject to Article 31, the Employer will provide a performance appraisal of each probationary Employee at least once during her probationary period.

ARTICLE 30 - COPIES OF COLLECTIVE AGREEMENT

30.01 Copies of the Agreement

The Employer and the Union will share the cost of printing the Collective Agreement and the Union will have them printed.

30.02 The Employer will provide each new Employee with a copy of the Collective Agreement at the time of hire.

ARTICLE 31 - PERSONNEL FILES AND PERFORMANCE APPRAISALS

31.01 All records of a disciplinary nature, will be removed from the personnel files of Employees not less than twelve (12) months from the date of the matter giving rise to such entry to the Employee's record, provided there has been no further incidents of the same disciplinary nature placed on the Employee's file during that time period.

If discipline is related to resident abuse, it will remain on the personnel files for eighteen (18) months.

31.02 The parties recognize the desirability of a performance appraisal system designed to effectively use and develop the human resources of the Employer.

31.03 Employees will receive a written performance appraisal regularly in accordance with the policy of the Employer.

Meetings for the purpose of the performance appraisal interview will be scheduled by the Employer with reasonable advance notice. At the interview, the Employee will be given a copy of their performance appraisal document. The Employee will sign their performance appraisal for the sole purpose of indicating that they are aware of their performance appraisal and will have the right to respond in writing within ten (10) days of the interview and that reply will be placed in their personnel file.

31.04 By appointment made at least one (1) working day in advance, an Employee may view the Employee's personnel file once a year or when the Employee has filed a grievance. When viewing the Employee's personnel file, the Employee may be accompanied by a representative of the Union.

An Employee will be given the contents of their personnel file upon request, not more frequently than once in a calendar year, or when the Employee has filed a grievance, provided that they first pay to the Employer a reasonable fee, established by the Employer to cover the cost of copying.

31.05 Casual Employees will receive periodic written performance appraisals consistent with their work frequency and in accordance with the policies of the Employer.

Where work performance does not meet required standards resulting in progressive discipline, the Employer will communicate the reasons for discipline, in writing.

The Employer's decision to terminate the services of a Casual Employee will be confirmed in writing. Such termination will be subject to the grievance procedure, excluding the arbitration process.

31.06 Personnel File

No record contained in the personnel file will be released physically or orally from the file to persons outside the Employer except as permitted in current Alberta and Federal Legislation.

ARTICLE 32 - REGISTERED RETIREMENT SAVINGS PLAN

32.01 The Employer agrees to continue an Employer administered Registered Retirement Savings Plan (RRSP). Employee participation will be on a voluntary basis with a decision to participate made at the completion of six (6) months of service or nine hundred and seventy five (975) hours worked, whichever is the greater. Entrance into the plan is available twice annually in January and July.

The contribution rate for Employees who are members of the Retirement Plan will be two and one half percent (2.50%) of bi-weekly earnings, which will be equally matched (dollar-for-dollar) by the Employer. Members of the Plan may make additional voluntary contributions over and above their required 2.5% contribution rate, in whole increments of one percent (1.0%), not matched by the Employer.

32.02 Casual Employees are not entitled to participate in the RRSP.

ARTICLE 33 - HOURLY PREMIUMS

33.01 Weekend shift premium

A weekend premium of three dollars and twenty-five cents ($3.25) per hour will be paid to an Employee working a shift wherein the majority of such shift falls during a fifty-six (56) hour period commencing at 2300 hours Friday until 0700 hours Monday.

The weekend shift premium will be paid in addition to the evening shift premium or the night shift premium.

33.02 Night shift premium

A night shift premium of three dollars ($3.00) per hour will be paid to an Employee working a shift wherein the majority of such shift falls between 2300 hours and 0700 hours.

33.03 Evening shift premium

An evening shift premium of two dollars and twenty-five cents ($2.25) per hour will be paid to an Employee working a shift wherein the majority of such shift falls between 1500 hours and 2300 hours.

33.04 No Pyramiding

There will be no pyramiding of any premium pay (overtime and paid holiday pay).

IN WITNESS WHEREOF, the Parties hereunto executed this Agreement on the ____ day of _____ 2023 and is effective from November 1, 2022 to October 31, 2024.

SIGNED ON BEHALF OF THE EMPLOYER

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

APPENDIX A - WAGE GRID - MOUNT ROYAL CARE CENTRE

		Current	Nov 1, 2022	Date of Ratification	Nov 1, 2023
Health Care Aide	New Hire	20.11	20.51	-	20.92
	1951 Hours	20.79	21.21	-	21.63
	3901 Hours	21.45	21.88	-	22.32
	5851 Hours	22.42	22.87	-	23.33
	7801 Hours	22.86	23.32	-	23.78
	9751 Hours	23.31	23.78	-	24.25
Therapy Aide (Recreation Therapy Aide, Restorative/Occupational Therapy Aide)	New Hire	20.11	20.51	-	20.92
	1951 Hours	20.79	21.21	-	21.63
	3901 Hours	21.45	21.88	-	22.32
	5851 Hours	22.42	22.87	-	23.33
	7801 Hours	22.86	23.32	-	23.78
	9751 Hours	23.31	23.78	-	24.25
Licensed Practical Nurse	New Hire	28.05	28.61	29.11	29.69
	2016Hours	28.83	29.41	29.91	30.50
	4031Hours	29.63	30.22	30.72	31.34
	6046 Hours	30.48	31.09	31.59	32.22
	8061 Hours	31.35	31.98	32.48	33.13
	10,076Hours	32.29	32.94	33.44	34.10
Environmental Services Assistant	New Hire	21.17	21.59	-	22.03
	1951 Hours	21.91	22.35	-	22.80
	3901 Hours	22.62	23.07	-	23.53
	5851 Hours	23.33	23.80	-	24.27
	7801 Hours	24.04	24.52	-	25.01
	9751 Hours	-	-	25.26	25.76

LETTER OF UNDERSTANDING #1

Between

Bloom Limited Partnership
operating as **Mount Royal Care Centre**
(the "Employer," of the first part)

And

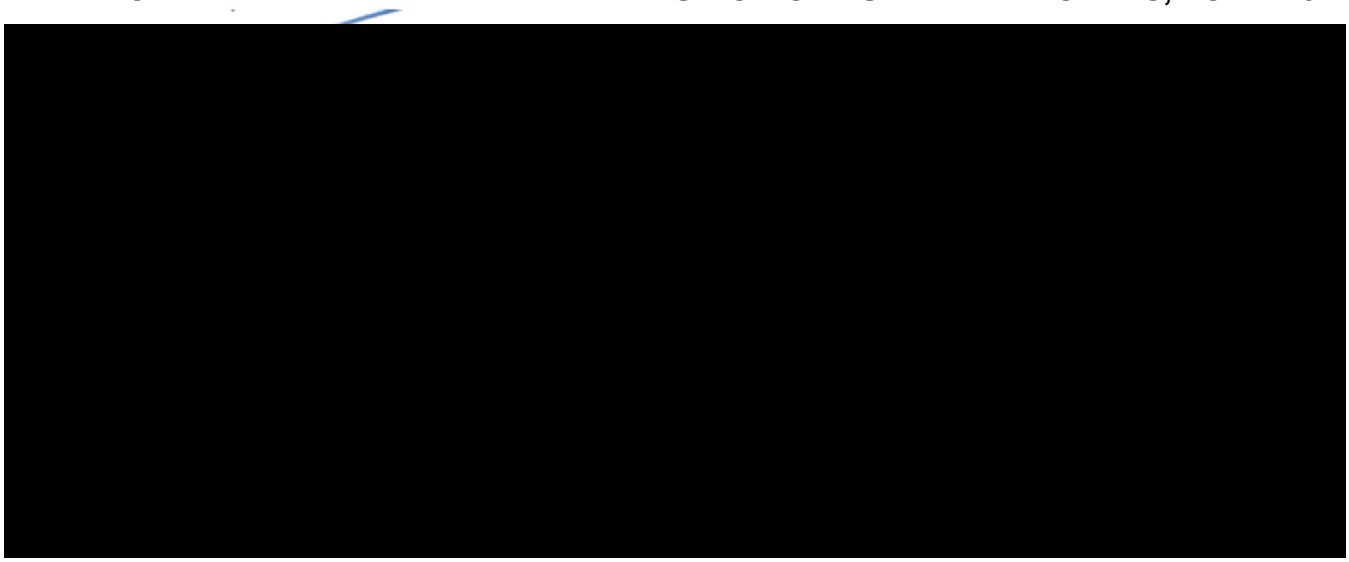
Canadian Union of Public Employees (CUPE)
(the "Union," of the second part)

RE: CONTRACTING OUT

Except in case of emergency, the Employer agrees to give the Union notice in writing, at least ninety (90) days prior to contracting out any work which may result in the layoff of any Employee in the bargaining unit. Discussions will commence between the parties within ten (10) days of such notice and every reasonable effort will be made to provide continuing employment for affected Employees with the contractor.

This Letter of Understanding to expire October 31, 2024.

Signed at Calgary, Alberta, this 23 day of August, 2023.

SIGNED ON BEHALF OF THE EMPLOYER

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