COLLECTIVE AGREEMENT

Between

Canadian Union of Public Employees, Local 8

And

Bloom Limited Partnership
Operating as **McKenzie Towne Care Centre**

November 1, 2022 to October 31, 2024

copesepb
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.

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This agreement made this __ day of _____ 20**23**.

BETWEEN

Bloom Limited Partnership
Operating as **McKenzie Towne Continuing Care**
(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 care services, it is the intent of the parties to:

(a) ensure the provision of the best possible services 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 into a Collective Agreement between the parties.

ARTICLE 2 - PURPOSE

2.01 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 notice in writing to the other party, 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

4.01 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 the bargaining unit for whom the Union is recognized pursuant to Certificate Numbers C2126-2023 and C2127-2023 issued by 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 regularly scheduled to and recurrently works the full work period of seventy-five (75) hours bi-weekly, exclusive of overtime and unpaid meal periods.

For Licensed Practical Nurses, a "regular full-time Employee" will mean a person covered by this Agreement who is regularly scheduled to and recurrently works the full work period of seventy-seven and one half (77.5) hours bi-weekly, exclusive of overtime and unpaid meal periods.

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 5.03.

5.05 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.

5.06 A “temporary Employee” is a person who is employed in a temporary position for a specific time period or until completion of a particular project, for a maximum duration of one year. The terms of this Agreement, including Schedule ‘A’ – Wages and Schedule ‘B’ – Benefits, will apply to the temporary Employee for the duration of the specified time period or completion of the project.

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 “seniority” is the accumulated lifetime hours worked with the Employer since the last date of hire, and in accordance with the accumulation provisions at Articles 11.01, 11.04 and 5.12.

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 Employee seniority list according to their seniority hours.

ARTICLE 6 - RECOGNITION

6.01 Bargaining Unit

The Employer recognizes the Canadian Union of Public Employees, Local 8 as the sole and exclusive collective bargaining agent at McKenzie Towne Care Centre in Calgary, Alberta.

6.02 (a) For the Care Centre mentioned in paragraph 6.01 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, Support Services Aides (Dietary, Housekeeping, Laundry), Cook (Certified/Non-certified), Head Cook and Unit Clerk 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 full time and part time Employees unless otherwise stated and will not apply to casual Employees unless specified.

6.03 No Other Agreements

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

6.04 Correspondence

All correspondence between the Employer and the Union arising out of this agreement or incidental thereto will pass between 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 his 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 methods, 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 of 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 Constitution and Bylaws of the Union.

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 (15th) 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 Employee's annual T4 issued for income tax purposes.

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 30 minutes during the paid orientation of the Employee, for the purpose of advising the Employee of the Employee's 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 officer and member 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 the days in excess of the five (5) shifts.

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. Any Employer notice to an Employee 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 OR HARASSMENT

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.

10.02 The Parties are jointly committed to a workplace free from discrimination in the form of harassment, including sexual harassment, in accordance with the Alberta Human Rights Code. Any harassment complaints and investigations are to be treated in a confidential manner by the Employer and the Union. Where, as a result of investigation into a complaint there is a finding of harassment, the offender is subject to discipline, up to and including forfeiture of seniority and discharge from employment, without recourse to the grievance procedure.

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 basis proportionate to full time Employees. The 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 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 his probationary period and be retroactive to the date of last hiring. Casual Employees will not accrue seniority, except as specified in Article 5.12.

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 in receipt of Short Term Disability and Long Term Disability benefits;

(h) while on approved Union leave of absence; and

(i) while on maternity, parental and adoption leave.

Casual Employees will not accrue seniority; however, a record will be kept of the hours worked by a casual Employee. Subject to Article 29.01 in the event the Employee is accepted for full-time or part-time employment, they will be credited with seniority equivalent to the hours worked as a casual as per Article 5.

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 the Employee is 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 approved by the Employer.

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

(a) they are discharged for just cause and 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 certified 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 his current address. An Employee recalled for casual work or employment of short duration at a time when they are employed elsewhere will not lose his 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 personal residence) who applies for a similar position within thirty (30) days thereafter and is accepted for employment at one of the Employer's other 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 point seven five (7.75) hours per day, exclusive of meal periods.

12.03 Regular Bi-weekly Hours

For an Employee working the standard scheduled shift, the work period will consist of seventy-five (75) hours in a bi-weekly pay period.

For Licensed Practical Nurses the work period will consist of seventy seven point five (77.5) hours in any bi-weekly pay 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 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 breaks 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 for relief during vacation periods, at Christmas/New Year's season, and 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 the Employer makes a change in the shift schedule for a full-time or part-time Employee, other than those changes contemplated by Article 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 (1.5x) 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 schedule posting. Where possible, paid holidays will be scheduled in conjunction with the Employee's regular scheduled rest days.

12.10 Requests to exchange shifts within posted work schedules must be submitted in writing and/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 worked 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 For an Employee who works the standard shift of seven and one-half (7.5) hours, there will be at least two (2) successive periods of seven and one-half (7.5) hours off duty scheduled between work shifts or changeover of shifts. An Employee who is required to work within such fifteen (15) hour period between scheduled work shifts or a change-over of shifts, will receive overtime rates of pay for all hours worked within such fifteen (15) hour period. 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.

Licensed Practical Nurse

For a Licensed Practical Nurse who works the standard shift of seven and three quarters (7.75) hours, there will be at least two (2) successive periods of seven and three quarters (7.75) hours off duty scheduled between work shifts or change-over of shifts. An Employee who is required to work within such fifteen and one half (15.5) hour period between scheduled work shifts or a change-over of shifts, will receive overtime rates of pay for all hours worked within such fifteen and one half (15.5) hour period. 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 (8) hours of a completed shift will receive overtime rates of pay for all hours worked within the eight (8) 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, 13.01, 13.07, and 13.08 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 casual 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

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 Manager or designate.

Licensed Practical Nurse

Where a Licensed Practical Nurse works the standard shift of seven point seven five (7.75) hours, overtime will be paid for all hours worked in excess of seven point seven-five (7.75) hours in a shift and for all hours worked in excess of seventy-seven point five (77.5) hours in a biweekly pay period, 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 Manager 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 Manager, Executive Director 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 five (7.5) hour shift, provided that all such overtime is authorized by the Manager, Executive Director or designate.

13.03 Overtime Rates of Pay

Overtime rates of pay 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 pay may be arranged, by mutual consent between the Employee and the Employer.

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

13.06 Sharing of Overtime

Overtime will be voluntary in descending seniority order except that the Employer will have the right to assign overtime should there be no volunteers 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 overtime work.

13.07 Callback Guarantee

When an Employee working the standard shift of seven and one-half (7.5) hours is called back to work within fifteen (15) hours after working the Employee's regular shift, the Employee 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 (15.5) hours after working their regular shift, they will receive overtime rates of pay for all hours worked during the callback.

13.08 Overtime for Work on Scheduled Day Off

Employees required to work by the Employer on their scheduled days off will be paid for time worked on the first day off at the rate of time and one-half (1.5x) and for time worked on the second and subsequent days off at double time (2.0x), unless the Employee is given 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 time off in lieu of overtime be taken later than thirty (30) days from the date the overtime was worked.

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 posting 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 a 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 change in the shift hours of work.

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 the 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 Within the Bargaining Unit</u>

Upon promotion to a higher classification or transfer to a different classification, the successful applicant or appointee will be placed on a trial basis for a period of two (2) months. Conditional on satisfactory service, such trial promotion or transfer will become permanent after the two (2) month trial. In the event the successful applicant or appointee proves unsatisfactory in the position during the aforementioned trial period, or if the Employee is unable to perform the duties of the new job classification, the Employee will be returned to the Employee's 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 the Employee's 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 the Employee's consent. If an Employee is transferred to a position outside the bargaining unit, the Employee will retain the Employee's 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 the Employee's trial period, which will be up to a maximum of one (1) year, with no loss of seniority or benefits. If an Employee returns to the bargaining unit, the Employee will be placed in a job consistent with the Employee's 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) 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 an Employee has not had the opportunity to work their normal scheduled shifts 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 the Union 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 service by certified 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 then the Employee 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 the Employee's grievance in accordance with the grievance procedure.

16.03 Names of Stewards

The Union will notify the Executive Director or designate 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 from there 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 the Employee's work without obtaining consent from the Employee's supervisor, which will not be unreasonably withheld. The Shop Steward will not suffer any loss of pay for time spent in the performance of 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.

(a) During any and all grievance proceedings, the Employee will continue to perform the Employee's 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 or by the Grievance Panel, 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 sole 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 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 Director of Mediation Services 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 chairman 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 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 Chairman of the Board of Arbitration to reconvene the Board to clarify the decision, which it will do within thirty (30) calendar days.

17.05 Expenses of the Board

Each party will pay:

(a) the fees and expenses of its nominee to the Board;

(b) one-half of the fees and expenses of a sole arbitrator, or in the event of a Board, the Chairman;

(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 or more Employees have the same grievance or the same type of grievance that is proceeding to arbitration, the grievances will be submitted to one Board of Arbitration. It is understood that each grievor will have the right to make a 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 arbitration Board 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 reprimand an Employee in a manner indicating that dismissal or discipline may follow any further infractions, or may follow if such Employee fails to bring the Employee's 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 29 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.

An 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 Union Officer, providing doing so does not cause a delay in the Employer's investigation or disciplinary meeting.

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

18.07 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 procedure beyond Step 3.

18.08 All records of a disciplinary nature, will be removed from the personnel files of Employees not less than fifteen (15) months from the date of the matter giving rise to such entry to the Employee's record, provided there have been no further incidents of the same disciplinary nature placed on the Employee's file during that time period.

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 thirty (30) days of employment are eligible for 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
August Civic Holiday	Boxing Day

19.02 If another mandatory Federal, Provincial or Municipal holiday should be proclaimed during the term of this Collective Agreement, such additional proclaimed holiday will replace the paid holiday designated as 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 Collective 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 the Employee's regular rate of pay. For example, a regular full-time Employee who works the standard seven and one-half (7.5) hour shift will be paid seven and one-half (7.5) hours straight-time holiday pay; a regular full-time Licensed Practical Nurse who works the standard seven and three-quarters (7.75) hour shift will be paid seven and three-quarters (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, he 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 (1.5) times their applicable hourly rate for work performed on paid holidays as set out in Article 19.01. 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 for 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 Holiday Pay for Part-Time Employees

For paid holidays as set out in Article 19.01, a part-time Employee receives holiday pay computed as the Employee's average earnings, exclusive of overtime, in the thirty (30) calendar day period immediately preceding the paid holiday.

19.08 Part-Time Employees Who Work on a Holiday

Any 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) his regular rate for hours worked.

19.09 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.

19.10 Except in exceptional circumstances, an Employee who requests a lieu day resulting from the application of this article, will endeavour to make her request, in writing, at least one (1) weeks in advance of to the schedule being posting. The decision to grant the leave will be at the discretion of the Employer, which will not be unreasonably exercised. The Employer will approve or deny the request for time off in writing at least by the effective date of the schedule.

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, plus a day off or a day's pay and a day and one-half off for full-time Employees who work on any of the paid holidays set out in Article 19.01.

19.12 Paid Holidays for Casual Employees

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 holidays.

ARTICLE 20- SICK LEAVE

20.01 To protect the regular Employee against loss of income when the Employee is absent from work due to illness or injury and unable to perform the Employee's duties, the Employee will be entitled to receive benefits in accordance with the Sick Leave Plan, Short-Term Disability Plan and Long-Term Disability Plan in accordance with "Schedule 'B' – Benefits Program," attached to and forming a part of this Collective Agreement. The Employer may require provision of medical certification from a duly qualified medical practitioner, at the Employee's expense, after the third day of illness.

20.02 Sick Leave Plan 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 point seven five (3.75) days sick leave (days accredited subject to change).

20.03 Sick Leave Plan and Medical Certification

When an Employee's utilization of the Sick Leave Plan is deemed by the Employer to be excessive, the Employee may be required to obtain, at the Employee's expense, timely and proper medical certification from a duly qualified medical practitioner to validate the period of absence. When frequency or utilization are deemed excessive and medical certification becomes required, the Employer will first issue advance written notice to the Employee.

20.04 Termination of Sick Leave Credits

Sick Leave Plan benefits will cease on termination of employment or on retirement or on death.

20.05 Leave of Absence and Sick Leave Credits

Sick Leave Plan benefits 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 Part-Time Employees' Sick Leave Credits

Part-time Employees will accumulate sick leave credits on a pro-rata basis, (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).

20.07 Only normal regularly scheduled shifts missed while receiving Sick Leave Plan benefits will be charged against a regular Employee's accumulated Sick Leave Plan credits.

20.08 Sick Leave Benefits While on Worker's Compensation

Absence for sickness or accident compensable by Worker's Compensation will not be charged against an Employee's accumulated Sick Leave Plan credits.

20.09 Notification of Absence Due to Illness

Any Employee absenting themself 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.

20.10 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.

20.11 Leave of Absence Due to Illness

Employees who have used all of 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.

20.12 Sick Leave During Pregnancy

Sick Leave Plan benefits 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 the Employee's duties during the health-related period of the Employee's absence.

20.13 Notification of Sick Leave Accrual

Upon request the Employer will advise an Employee in writing of the amount of the Employee's unused accrued credits in the Employee's Sick Leave Plan.

20.14 Casual Employees

Casual Employees will not be entitled to Sick Leave Plan benefits.

20.15 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 eight (8) days allotted above may be used. Employees may be required to submit satisfactory proof of such appointment.

20.16 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 will be considered a continuation of the immediately preceding illness.

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 while on such leave without prior written approval by the Employer, the Employee 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 the Employee's leave of absence without permission of the Employer and who 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 plan credits, 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 on the job previously held providing the Employee can perform the required work satisfactorily. If the Employee would not otherwise have retained the Employee's previous job the Employee will, subject to seniority, be placed in the job the Employee can satisfactorily perform.

LEAVE OF ABSENCE - UNION BUSINESS

21.06 Upon written request, leaves of absence without 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 effect 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, for Union Leave, will be granted according to the following conditions:

(a) No more than three (3) Employees may be granted such leave at any one time

(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 recovery of 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. 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 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-Parents, Spouse, Child, Step-Children, Sibling, and Common Law Spouse.

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, Grand Children, Parent-in-law, Sibling-in-law, Aunt, and Uncle.

21.12 Common law spouse will mean two 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 the Employee is receiving any other payment such as for example: holiday pay, vacation pay or sick pay.

21.14 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 the Employee's place of residence to attend the funeral.

21.15 Casual Employees will be entitled to Bereavement Leave without pay.

LEAVE OF ABSENCE FOR MATERNITY AND PARENTAL LEAVE

Employees are entitled to 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.

21.16 Maternity Leave

(a) An Employee who has completed ninety (90) days of 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, EI SUB Plan Benefits or LTD. Maternity leave shall be without loss of seniority. Birth parents can take up to sixteen (16) consecutive weeks of maternity leave.

21.17 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.

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

21.18 The Employee may not return from work for a period of a minimum of six (6) weeks following delivery or for such shorter period, as in the written opinion of a legally qualified medical practitioner, is sufficient.

21.19 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.

21.20 Jury Duty

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 them 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 the Employee is not required to attend at court.

21.21 General Leave of Absence

The Employer will have the discretion to grant or refuse a request for a 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.

21.22 Other Unpaid Leaves of Absence

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

21.23 Unpaid Personal Leave Day

After completion of the probationary period, all Regular Employees and Temporary Employees (in a temporary vacancy lasting at least six (6) months), may request one (1) unpaid day off each calendar year for personal use. The Employee shall give the Employer as much notice as is reasonably possible. Approval of the unpaid day off will be subject to operational priorities.

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 worked being equivalent to one year, 2015 hours being equivalent to one year for Licensed Practical Nurses.

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

Less than one year	- 1 working day for each month (to a maximum of 10 days)
One year or more	- 10 working days
Two years or more	- 15 working days
Six years or more	- 20 working days
Twelve years or more	- 25 working days
Seventeen years or more	- 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 year	- 4%
One year or more	- 4%
Two years or more	- 6%
Six years or more	- 8%
Twelve years or more	- 10%
Seventeen years or more	- 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 year	- 4%
One year or more	- 4%
Two years or more	- 6%
Six years or more	- 8%
Twelve years or more	- 10%
Seventeen years or more	- 12%

22.02 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.

22.03 Non-Cumulation of Vacations and Waiver of Vacations

With the mutual consent of the Employer and the Employee, an Employee may carry over unused vacation from one year to the next succeeding year, up to a maximum aggregate carry-over of one (1) weeks' vacation. Employees may not waive a vacation period in lieu of pay.

22.04 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.

22.05 Vacation Pay

Vacation pay for regular full-time Employees will be at the rate of pay currently in effect at the time of the vacation.

22.06 Vacation Pay on Termination

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

22.07 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 not be 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 and August) annually.

22.08 Unbroken Vacation Period

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

22.09 Subject to Article 22.07, staff requesting vacation time during Christmas and New Year's will be granted on a rotating basis.

22.10 Supplementary Vacation

Upon reaching the employment anniversary of twenty-five (25) years of continuous service, regular Employees shall qualify for a one-time supplementary paid leave of five (5) work days.

Regular Employees shall qualify for a one-time supplementary paid leave, over and above normal annual vacation as provided in Article 22 above and as set out above. Utilization of this one-time supplementary vacation is limited to the twelve (12) month period immediately following the described anniversary above and is subject to the established provisions governing the scheduling of vacation, in accordance with Article 22.07. There is no carry-over or carry-forward privilege for any portion of supplementary vacation which remains unused at the end of the twelve (12) month limited period. If supplementary vacation remains unused at the end of the twelve (12) month limited period, then the unused portion will be forfeited.

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 establishes 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 next higher job rate in the higher classification for the entire shift worked.

23.05 Transfers to a Lower Rated Classification

If an Employee is transferred to a lower rated classification, the Employee 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 seniority hours 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 then the Employee shall receive not less than the maximum level of the lower rated classification.

23.06 Transfers 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 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 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 PLANS

24.01 The Employer will maintain a benefits program in accordance with Schedule 'B' attached hereto and forming a part of this Collective Agreement.

ARTICLE 25 - SAFETY

25.01 Cooperation on Safety

The Union and the Employer shall 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 of such representatives will be members of the bargaining unit, 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 agents, the Union may agree to pursue the matters of mutual concern through this joint committee, without restricting the Union's right to request a meeting of the Committee comprised only of Management and this Union's bargaining unit representatives.

ARTICLE 27 - WORKERS' COMPENSATION

27.01 Where an Employee is receiving Workers' Compensation benefits for an occupational illness or injury arising from work at this Employer's workplace, the following will apply:

(a) The Employee and the Employer will continue to pay their respective share of monthly premiums under the Employer's Benefits Program for Provincial Medicare, Extended Health Benefits, Dental Plan, and Life Insurance for a period up to a maximum of six (6) whole calendar months. 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.

(b) Where absence results from occupational illness or injury suffered when concurrently working for some other Employer not a party to this Collective Agreement, the Employee may elect to continue coverage under this Employer's Benefits Program for Provincial Medicare, Extended Health Benefits, Dental Plan, and Life Insurance at the Employee's sole expense for monthly premiums, for a period up to a maximum of one (1) whole calendar month. Thereafter, coverage

under this Employer's Benefits Program is discontinued until such time as the Employee returns to active duty for this Employer.

ARTICLE 28 - IN-SERVICE EDUCATION PROGRAMS

28.01 The parties of this Collective Agreement recognize the value of continuing in-service education for Employees and 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-service.

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 the applicable rate of pay for time in attendance. The in-service programs will be compulsory, will be provided to Employees on an annual basis, and will include but are not limited to the following:

(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 that are not identified as compulsory by the Employer, will suffer no loss of regular earnings for attending such programs.

28.03 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 and one-half (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 the Employee's appointment as having completed probation; or

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

(c) terminate the Employee.

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 regular full-time and part-time Employee's total probationary period exceed nine hundred and seventy (975) hours worked and one thousand and seven point five (1007.5) in the case of regular Licensed Practical Nurse. 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 the Employee's probationary period.

ARTICLE 30 - COPIES OF COLLECTIVE AGREEMENT

30.01 Copies of the Collective 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 The parties recognize the desirability of a performance appraisal system designed to effectively utilize and develop the human resources of the Employer.

31.02 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 the Employee's performance appraisal document. The Employee will sign the Employee's performance appraisal for the sole purpose of indicating that the

Employee is aware of the Employee's 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 the Employees' personnel file.

31.03 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 personnel file, the Employee may be accompanied by a representative of the Union.

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

31.04 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.

31.05 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 - HOURLY PREMIUMS

32.01 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 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.

32.02 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.

32.03 Evening shift premium

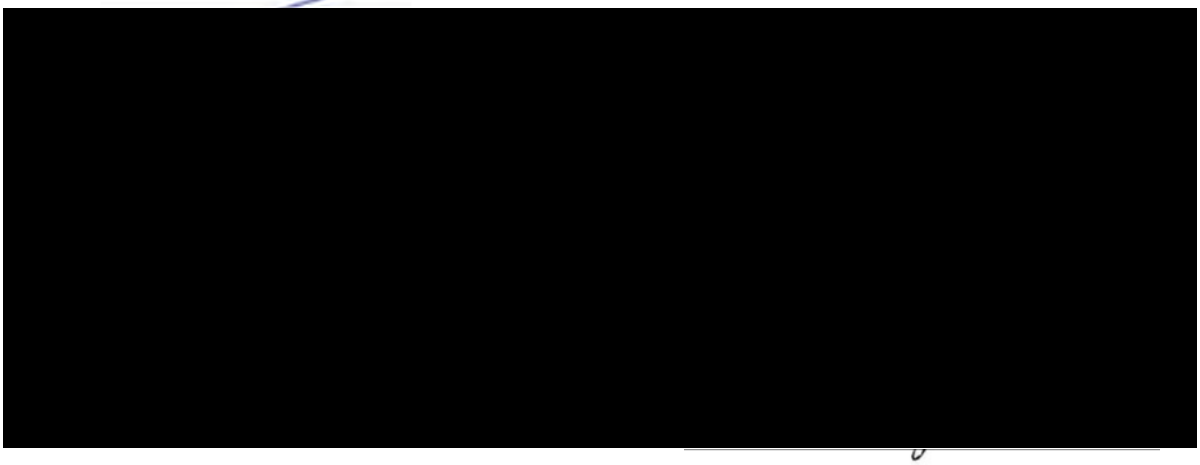
An evening shift premium of two dollars and twenty-five cents ($2.25) per hour will be paid to an Employee working a shift wherein the majority of such shift falls between 1500 hours and 2300 hours.

32.04 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 2 day of August, 2023 and is effective to and including October 31, 2024.

Signed on behalf of the Employer



Signed on behalf of the Union

Schedule A - Wage Grid McKenzie Towne Care Centre

		Current	Nov 1, 2022 2%	Date of Ratification	Nov. 1, 2023 2%
Health Care Aide	New Hire	20.39	20.80	-	21.21
	1951 Hours	21.00	21.42	-	21.85
	3901 Hours	21.69	22.12	-	22.57
	5851 Hours	22.34	22.79	-	23.24
	7801 Hours	23.06	23.52	-	23.99
Therapy Aide (Recreation Therapy Aide, Restorative/Occupational Therapy Aide)	New Hire	20.39	20.80	-	21.21
	1951 Hours	21.00	21.42	-	21.85
	3901 Hours	21.69	22.12	-	22.57
	5851 Hours	22.34	22.79	-	23.24
	7801 Hours	23.06	23.52	-	23.99
Licensed Practical Nurse	New Hire	28.60	29.17	29.52	30.11
	2016 Hours	29.41	30.00	30.35	30.96
	4031 Hours	30.23	30.83	31.18	31.80
	6046 Hours	31.10	31.72	32.07	32.71
	8061 Hours	32.02	32.66	33.01	33.67
	10,076 Hours	32.97	33.63	33.98	34.66
Support Services Aides (Dietary, Housekeeping, Laundry)	New Hire	16.99	17.33	-	17.68
	1951 Hours	17.51	17.86	-	18.22
	3901 Hours	18.08	18.44	-	18.81
	5851 Hours	18.66	19.03	-	19.41
	7801 Hours	19.30	19.69	-	20.08
Cook Non-Certified	New Hire	20.33	20.74	-	21.15
	1951 Hours	20.99	21.41	-	21.84
	3901 Hours	21.68	22.11	-	22.56
	5851 Hours	22.35	22.80	-	23.25
	7801 Hours	23.11	23.57	-	24.04
Cook Certified	New Hire	22.27	22.72	-	23.17
	1951 Hours	22.96	23.42	-	23.89
	3901 Hours	23.73	24.20	-	24.69
	5851 Hours	24.51	25.00	-	25.50
	7801 Hours*	25.37	25.88	-	26.39

Schedule A - Wage Grid McKenzie Towne Continuing Care

		Current	Nov 1, 2022 2%	Date of Ratification	Nov. 1, 2023 2%
Head Cook	New Hire	24.04	24.52	-	25.01
	1951 Hours	24.82	25.32	-	25.82
	3901 Hours	25.63	26.14	-	26.67
	5851 Hours	26.46	26.99	-	27.53
	7801 Hours	27.31	27.86	-	28.41
Unit Clerk	New Hire	21.14	21.56	-	21.99
	1951 Hours	21.95	22.39	-	22.84
	3901 Hours	22.79	23.25	-	23.71
	5851 Hours	23.62	24.09	-	24.57
	7801 Hours	24.46	24.95	-	25.45

SCHEDULE B - BENEFITS PROGRAM

The Employer maintains a benefits program in accordance with the provisions outlined below:

Provincial Medicare Plan (Alberta Health Care Insurance)

Included in the Employer's benefits program is the standard provincial Medicare plan for residents of Alberta, which provides basic medical coverage for eligible regular Employees and their qualified dependents under the age of eighteen (18) years, or under the age of twenty-five (25) years provided the child is wholly dependent on the Employee and is in full-time attendance at a recognized post-secondary educational institution.

Extended Health Benefits Plan

The extended health benefits plan covers major medical expenses incurred for treatments that are not covered by the provincial Medicare plan or any other government-sponsored program. Coverage applies to eligible regular Employees and their qualified dependents under the age of nineteen (19) years, or under the age of twenty-five (25) years provided the child is wholly dependent on the Employee and is in full-time attendance at a recognized post-secondary educational institution.

Effective October 1, 2013, Direct pay drug card is available on the following conditions:

- drugs reimbursed at 80 %;
- mandatory generic substitution;
- maximum dispensing fee of $9.25.

To be eligible for reimbursement, medical expenses must be medically necessary for treatment of sickness or injury and recommended by a licensed physician, and must be reasonable and customary.

Life Insurance Plan

The Employer's benefits program provides life insurance coverage for eligible regular Employees in the principal amount of $25,000. Coverage includes a provision for an Accidental Death & Dismemberment benefit, up to the same level as the principal amount of life insurance.

Dental Plan

The Employer's Dental Plan provides coverage for eligible regular Employees and their qualified dependents under the age of nineteen (19) years, or under the age of twenty-five (25) years provided the child is wholly dependent on the Employee and is in full-time attendance at a recognized post-secondary educational institution. Reimbursement by the insurance carrier is in accordance with the following schedule:

(a) basic treatments – coverage for basic treatments, including routine examinations once per nine (9) months, at 100% of the current fee guide.

(b) major treatments – coverage for major treatments, including endodontics and periodontics, crowns, bridges, major restorative procedures, at 50% of the current fee guide.

(c) maximum annual benefit of $1750.00 per eligible covered person per calendar year, for basic and major treatments combined.

Vision Care Benefit

Two hundred and fifty dollars ($250.00) per twenty-four (24) months with the Employer paying eighty percent (80%) and the Employee paying twenty percent (20%) of the premiums. One (1) eye examination covered at 100% per person every twenty-four (24) months.

Sick Leave Plan

For short duration absences arising from non-occupational illness or injury that prevents an eligible regular Employee from working during a period up to five (5) regularly scheduled working days in a seven (7) day consecutive calendar period, the Employee's wage loss is covered through the Employer's Sick Leave Plan.

(a) after completion of the probationary period, and taking into account all hours worked from the date of the Employee's first worked shift onward, sick leave credits accrue at the rate of one and one quarter (1¼) shifts for each one hundred and sixty-two and one-half (162.5) seniority hours and one hundred and sixty-seven and point nine (167.9) seniority hours for Licensed Practical Nurses, up to a maximum of fifteen (15) full-time equivalent shifts (i.e. 112.5 hours; 116.25 hours for Licensed Practical Nurses) credited to the Employee's accumulated sick leave account.

(b) sick leave pays the Employee's current normal straight-time hourly wages (exclusive of overtime, premiums, etc.) for scheduled whole work shifts lost in the five (5) regularly scheduled working days in a seven (7) day consecutive calendar period immediately following onset of the disabling condition.

(c) credits in the Employee's sick leave account are reduced by the hours of sick leave benefits paid out to the Employee; an Employee's sick leave account cannot be in deficit at any time; unused sick leave credits automatically expire on termination of employment or on retirement or death.

In the event an Employee remains disabled from work after a waiting period of a seven (7) day consecutive calendar period, the Employee may be eligible for Short Term Disability Benefits, see below.

Short Term Disability Plan

In the event of temporary total disability arising from non-occupational illness or injury which prevents the Employee from working and which exceeds seven (7) consecutive calendar days, eligible regular Employees are covered for weekly indemnity insurance through the Employer's Short Term Disability Plan, which provides the following features:

(a) benefits commence on the eighth (8^{th}) day of disability (after a waiting period of a seven (7) day consecutive calendar period), and are payable at the rate of 66.67% of the Employee's average weekly earnings.

(b) disability benefits for eligible regular part-time Employees are computed on the same formula as provided in (b) above, and are based on the part-time Employee's scheduled work and average basic earnings preceding the date of onset of the disabling condition.

(c) benefits are taxable and are issued on a weekly basis by the insurance carrier, in arrears; payments continue until the Employee is either deemed no longer temporarily totally disabled from work, or for a period up to a maximum of seventeen (17) weeks from the date of onset of the disabling condition, whichever occurs first.

(d) to qualify for and continue receiving short-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.

(e) an Employee's application for benefits must be on the form and in the manner prescribed by the insurance carrier; application forms, physician's statements and supplementary reports required to continue benefits, and any other reports are the responsibility of the Employee.

(f) in the event the Employee remains disabled from work after the elimination period of seventeen (17) weeks, the Employee may be eligible for Long Term Disability Benefits, see below.

Long-term Disability Plan

In the event of total disability arising from non-occupational illness or injury which prevents the Employee from working and which exceeds seventeen (17) consecutive calendar weeks from the date of onset of the disabling condition, eligible regular Employees are covered for wage loss replacement insurance through the Employer's Long Term Disability Plan, which provides the following features:

(a) benefits commence after an elimination period of seventeen (17) weeks and are payable at the rate of 66.67% of the Employee's first fifteen hundred dollars ($1,500.00) of basic monthly earnings, plus 50% of the excess earnings.

(b) the disability benefit for a regular part-time Employee is computed on the same formula as provided in (a) above, and is based on the part-time Employee's scheduled work and average basic earnings.

(c) benefits are non-taxable and are issued on a monthly basis by the insurance carrier, one month in arrears, and are payable for a period up to sixty (60) months provided that the Employee remains totally disabled from the Employee's own occupation during the first two (2) years and thereafter is unable to perform the essential duties of the Employee's normal occupation or any other occupation for which the Employee may be reasonably qualified by reason of education, experience and qualifications; the plan provides for mandatory occupational rehabilitation, where deemed appropriate by the insurance carrier.

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

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

(f) subject to the maximum benefit period of sixty (60) months, benefits continue until the Employee is no longer totally disabled, termination of employment, death, retirement or age 65, whichever occurs first.

(g) an Employee's application for benefits must be on the form and in the manner prescribed by the insurance carrier; application forms, physician's statements and supplementary reports required to continue benefits, and any other reports are the responsibility of the Employee.

Paramedical Services

Effective January 1, 2024, paramedical coverage including chiropractor, acupuncturist, osteopath, naturopath, podiatrist, physiotherapist, massage therapist, speech therapist and psychologist will be provided with a no per visit cap and a yearly maximum of three hundred and twenty-five dollars ($325.00) per practitioner, with a reasonable and customary charge provision.
(excluding outsourced classifications)

(note: the existing $300 coverage remains in effect until December 31, 2023)

Retirement Plan

Membership in the Employer's Retirement Plan is voluntary and is open to all regular Employees (including full-time Employees and part-time Employees who are normally scheduled to work 45 hours bi-weekly or more of the normal work hours in a biweekly pay period), after completion of 3,900 seniority hours; for Licensed Practical Nurses after completion of 4,030 seniority hours. Employees' contributions are made by way of biweekly payroll deduction, at the rate of two percent (2%); effective January 1, 2024, two point five

percent (2.5%); payroll deductions are deposited direct to the account of the Employee into a group Registered Retirement Savings Plan (RRSP) administered by the financial institution. The Employer matches the Employee's contributions on a dollar-for-dollar basis.

Casual Employees are not entitled to participate in the RRSP.

Employee Eligibility for Benefits Program

All regular Employees, who for purposes of this benefits program are defined as all full-time Employees and those part-time Employees who are normally scheduled to work for 45 hours bi-weekly or more of the normal work hours in a biweekly pay period, will participate in the Employer's Benefits Program. Plan enrolment is in accordance with the following schedule:

Effective the first (1st) of the month following thirty (30) days from the date of ratification:

(a) after completion of the three (3) month probation period (487.5 seniority hours); and for Licensed Practical Nurses after completion of the three (3) month probation period (503.75 seniority hours):

1) Provincial Medicare Plan (i.e. Alberta Health Care Insurance)
2) Extended Health Benefits Plan
3) Sick Leave Plan
4) Life Insurance and Accidental Death & Dismemberment
5) Short Term Disability Plan

(b) after completion of 1,950 seniority hours; for Licensed Practical Nurses after completion of 2,015 seniority hours

6) Long Term Disability
7) Dental Plan

(c) after completion of 3,900 seniority hours; for Licensed Practical Nurses after completion of 4,030 seniority hours

8) Retirement Plan

The benefits program covers all eligible regular Employees whose work is governed by this Collective Agreement. Where provided in the summary of benefits above, an Employee's qualified dependents under the age of nineteen (19) years, or under the age of twenty-five (25) years provided the child is wholly dependent on the Employee and is in full-time attendance at a recognized post-secondary educational institution, may be covered.

Required Enrolment

Enrolment in the Employer's benefits program is mandatory, except as provided above, and is a condition of continued employment. Coverage and premiums for eligible regular Employees commence after completion of the probation period, except where the Employee provides written documentation and a signed waiver that the Employee has comparable

coverage elsewhere (for example through a spousal plan or through another Employer not governed by this Collective Agreement). The costs of monthly premiums are borne in accordance with the formulas provided below.

Casual Employees are not entitled to participate in the benefits programs.

Monthly Premiums and Cost-Sharing Formulas

(a) Except as provided elsewhere, the Employer and eligible regular full-time Employees equally share the cost of monthly premiums (i.e. 50%/50%) for the following:

1) Provincial Medicare Plan (Alberta Health Care Insurance)
2) Extended Health Benefits Plan
3) Life Insurance Plan
4) Dental Plan
5) Short-Term Disability Plan

(b) The monthly cost of accruing Sick Leave Plan benefits for eligible regular full-time Employees is borne by the Employer (100%).

(c) For the protection of eligible regular full-time Employees to maintain non-taxable status for any benefits received under the Long-Term Disability Plan, monthly premiums for Long-Term Disability insurance coverage are borne by the Employee (100%).

(d) For eligible regular full-time Employees, after completion of 7,800 seniority hours; for Licensed Practical Nurses after completion of 8,060 seniority hours, monthly premiums are borne 100% by the Employer for:

6) Provincial Medicare Plan (Alberta Health Care Insurance)
7) Extended Health Benefits Plan
8) Dental Plan
9) Life Insurance Plan

Coverage and premiums for part-time Employees

Regular part-time Employees who have completed probation and are normally scheduled to work 45 hours bi-weekly or more of the normal biweekly hours, participate in the benefits program provided the Employee does not have the opportunity for comparable coverage elsewhere (for example through a spousal plan or through another Employer not governed by this Collective Agreement).

For eligible regular part-time Employees, the Employee pays the normal Employee share of premiums for those benefits listed in (A) above, plus a portion of the Employer's share on a pro-rata basis (i.e. in inverse proportion to the Employee's hours worked in the prior month).

For example, where the ratio of hours worked is:

- 40.0% of the hours for a full-time Employee (i.e. 0.40 FTE)
  the part-time Employee pays the Employee's normal share of premiums plus 60.0% of the Employer's share of monthly premiums for those benefits listed in (A) above

- 66.7% of the hours for a full-time Employee (i.e. 0.67 FTE)
  the part-time Employee pays the Employee's normal share of premiums plus 33.3% of the Employer's portion of monthly premiums for those benefits listed in (A) above.