

**COLLECTIVE AGREEMENT**

**BETWEEN:**

**BETHANY CARE SOCIETY**  
(hereinafter called “the Employer”)

and

**THE HEALTH SCIENCES ASSOCIATION OF  
ALBERTA**  
(hereinafter called “the Union”)

**FOR THE PERIOD**

**AUGUST 1, 2020 – July 31, 2024**

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## **PREAMBLE**

WHEREAS the Parties acknowledge that the primary purpose and responsibility of the Employees and the Employer is to provide quality resident care; and

Whereas the Parties recognize that the Centre is the residents' home and will work together to foster a home environment for the residents; and

Whereas the Parties believe this purpose can be achieved most readily by promoting and maintaining harmonious relationships between the Employer, Employees and the Union; and

Whereas the Parties are desirous of concluding a Collective Agreement for the purpose of establishing the rates of pay and other terms and conditions of employment for the Employees.

NOW THEREFORE THIS COLLECTIVE AGREEMENT WITNESSES that the Parties hereto in consideration of the covenants herein contained agree with each other as follows:

## **ARTICLE 1: TERM OF THE COLLECTIVE AGREEMENT**

- 1.01 Except where specifically provided otherwise, the terms of this Collective Agreement shall be effective from the date upon which both parties exchange notice of ratification by their principals of the Memorandum of Agreement for this Collective Agreement, up to and including July 31, 2024 and from year to year thereafter unless notice, in writing, is given by either party to the other not less than sixty (60) calendar days nor more than one hundred and twenty (120) calendar days prior to the expiration date of its desire to change or amend this Collective Agreement.
- 1.02 Where notice is served by either party under the *Labour Relations Code* to commence Collective Bargaining, this Collective Agreement shall continue in full force and effect until either:
- (a) a settlement is agreed upon and a new Collective Agreement is ratified; or
  - (b) if a settlement is not agreed upon, a new Collective Agreement is executed as provided in the *Labour Relations Code*; or
  - (c) a strike or lockout commences.

- 1.03 Where notice is served by either party to commence collective bargaining, this Collective Agreement shall continue in full force and effect until a new Collective Agreement has been executed or until the requirements of the Alberta *Labour Relations Code* have been met.
- 1.04 An Employee whose employment has terminated prior to the signing of this Collective agreement is eligible to receive retroactively any increase(s) to basic hourly salary schedules that they would have received but for the termination of employment, upon submission of a written application to the Employer within ninety (90) calendar days of the ratification of the Collective Agreement.

## **ARTICLE 2: DEFINITIONS**

In this Collective Agreement:

- 2.01 “Administrator” means the senior person responsible for the operations of the Centre reporting to the Executive Director, Clinical Operations.
- 2.02 “Arbitration” shall take its meaning from that section of the *Labour Relations Code* dealing with the resolution of a difference.
- 2.03 “Union” means the Health Sciences Association of Alberta.
- 2.04 “Bargaining Unit” means those persons described in Certificate Number C-200-2001 issued by the Alberta Labour Relations Board, that is - “All Employees of the Bethany Care Centre, Calgary, 916 - 18A Street NW, when employed in a paramedical technical/professional capacity” and as may be amended by the Alberta Labour Relations Board.
- 2.05 “Basic Rate of Pay” means an Employee’s applicable Step in the Salaries Schedule of their classification, including Temporary Assignments, but exclusive of all allowances, overtime and premiums.
- 2.06 “Casual Employee” means an Employee who:
- (a) works on a call-in basis and is not regularly scheduled; or
  - (b) is regularly scheduled to work for a period of three (3) months or less for a specific job; or
  - (c) relieves for an absence the duration of which is three (3) months or less.
- 2.07 “Centre” means the facility administered by the Employer in this Collective Agreement located at 916 – 18A Street NW, Calgary, Alberta.

- 2.08 “Code” means the Alberta *Labour Relations Code* as amended from time to time.
- 2.09 “Posting” includes electronic postings.
- 2.10 “Employee” means a person covered by this Collective Agreement employed by the Employer working within the Bargaining Unit. It shall further include any person employed in any new classification added to the bargaining unit in the future.
- 2.11 “Employer” means the Bethany Care Society, Calgary, Alberta.
- 2.12 Pronouns used in this collective agreement are gender neutral and shall apply to feminine, masculine and other where the context herein so requires.
- 2.13 “Full-time Employee” means an Employee who is regularly scheduled to work the full daily and bi-weekly hours specified in the “Hours of Work” Article of this Collective Agreement.
- 2.14 “Gross Earnings” means all monies paid by the Employer and earned by an Employee under the terms of this Collective Agreement.
- 2.15 “Hire Date” means a Regular Employee’s most recent date of hire with the Employer.
- 2.16 “In-Service” means orientation, acquisition and maintenance of essential skills and other programs offered by the Employer.
- 2.17 “Month” means the period of time between the date in one month and the preceding date in the following month.
- 2.18 “On-Call Duty” means those hours of the day when an Employee is not on regular duty but has been directed by the Employer to be readily available to return to work promptly if required to do so.
- 2.19 “Part-time Employee” means an Employee who is regularly scheduled to work for less than the full daily and/or bi-weekly hours specified in the “Hours of Work” Article of this Collective Agreement.
- 2.20 “Plural” shall be considered as if the singular has been used where the context herein so requires and vice-versa.
- 2.21 “Probation Period” means five hundred and three point seven five (503.75) regular hours worked by the Employee exclusive of overtime.

- 2.22 “Regular Employee” means an Employee who works on a Full-time or Part-time basis on regularly scheduled shifts of a continuing nature.
- 2.23 “Shift” means a daily tour of duty exclusive of overtime.
- 2.24 “Shift Cycle” means the period of time when the shift schedule repeats itself. In those instances where the schedule does not repeat itself, the term “Shift Cycle” shall be understood to mean a period of time not exceeding eight (8) weeks.
- 2.25 “Temporary Employee” means an Employee who is hired on a temporary basis for a full-time or part-time position:
- (a) for a specific job of more than three (3) months but less than twelve (12) months; or
  - (b) to replace a full-time or part-time Employee who is on an approved leave of absence for a period in excess of three (3) months; or
  - (c) to replace a full-time or part-time Employee who is on a leave due to illness or injury where the Employee on leave has indicated to the Employer that the duration of such leave will be in excess of three (3) months.
- 2.26 “Trial Period” means five hundred and three point seven five (503.75) regular hours worked by the Employee exclusive of overtime.
- 2.27 “Vacation” means annual vacation with pay.
- 2.28 “Vacation Year” means the twelve (12) month period commencing on the first day of April in each calendar year and concluding on the last day of March of the following calendar year.
- 2.29 “Job Steward” means an Employee of the Employer designated by the Union to act as a local representative.

### **ARTICLE 3: MANAGEMENT RIGHTS**

- 3.01 The Employer reserves all rights not specifically restricted or abrogated by the provisions of this Collective Agreement.
- 3.02 Without limiting the generality of the foregoing, the Union acknowledges that it shall be the exclusive right of the Employer to operate and manage its business, including the right to:
- (a) maintain order, discipline and efficiency;



- (b) make, enforce, and alter from time to time, rules and regulations to be observed by an Employee which are not in conflict with any provision of this Collective Agreement;
- (c) direct the working force and to create new classifications and work units and to determine the number of Employees, if any, needed from time to time in any work unit or classification and to determine whether or not a position, work unit, or classification will be continued or declared redundant;
- (d) hire, promote, transfer, lay-off and recall;
- (e) demote, discipline, suspend or discharge for just cause.

#### **ARTICLE 4: RECOGNITION AND UNION BUSINESS**

- 4.01 The Employer recognizes the Union as the exclusive bargaining agent for all Employees employed in the Bargaining Unit as defined by Certificate No. C-200-2001 issued by the Alberta Labour Relations Board and as may be amended by that Board from time to time.
- 4.02 No Employee shall be required or permitted to make any written or verbal agreement, which may be in conflict with the terms of this Collective Agreement.
- 4.03 Except as otherwise specified elsewhere in this Collective Agreement, all correspondence between the parties arising out of this Collective Agreement or incidental thereto shall pass to and from the Administrator or designate of the Employer and the Union with a copy to the Chair of the local unit.
- 4.04 An Employee shall not engage in Union business during their working hours without prior permission of the Employer.
- 4.05 Any duly accredited Officer employed by the Union may be permitted on the Employer's premises for the purpose of transacting Union business provided prior permission to do so has been granted by the Employer.
- 4.06 A representative of the Union shall have the right to make a presentation of up to thirty (30) minutes to a new Employee on the Employer's time. The presentation shall include information regarding structure of the Union, as well as the rights, responsibilities and benefits under the Collective Agreement. Attendance at the presentation shall not be compulsory and, further, that a representative of the Employer may be present at such presentation.

4.07 The name of a Union representative(s) shall be supplied in writing to the Employer before they are recognized as a Union representative. A representative of the Union shall be entitled to leave work to carry out their functions as provided in this Collective Agreement, provided permission to leave work during working hours and agreement on the length of time of such leave shall first be obtained from the supervisor. Such permission shall not be unreasonably withheld. Provided prior permission was obtained, a representative shall suffer no loss of regular pay for time spent on the Employer's premises in performing such duties.

4.08 Job Steward

- (a) The name of a Job Steward shall be supplied to the Employer before they are recognized as a Job Steward.
- (b) A Job Steward may, at the request of an Employee, accompany or represent them at formal investigations, disciplinary meetings or during the processing of a grievance including the grievance hearing.
- (c) When it becomes necessary to leave work, for the function outlined in 4.08(b), a Job Steward shall obtain permission from their supervisor to leave work and agreement on the length of time of such leave. Such permission shall be requested with as much advance notice as possible and shall not be unreasonably denied. Stewards shall suffer no loss of regular earnings for leave under this Article.
- (d) Upon request of the Employer, the Union shall provide a list of all Job Stewards and their current level within the HSAA steward program.

**ARTICLE 5: DUES DEDUCTION AND UNION MEMBERSHIP**

5.01 Membership in the Union is voluntary.

5.02 Notwithstanding the provisions of Clause 5.01, the Employer will deduct from the gross earnings of each Employee covered by this Collective Agreement an amount equal to the dues as specified by the Union, provided the deduction formula is compatible with the accounting system of the Employer. Such deductions shall be forwarded to the Union not later than the fifteenth (15th) day of the month following and shall be accompanied by a list showing the name, Employee #, Employee status (FT, PT, etc. and LOA, terminated, etc.), unit, address and title of the Employees from whom deductions have been taken and the amount of the deductions and gross earnings of each Employee. Such list shall indicate newly hired Employees. The Employer shall submit information electronically, such information will also include status of Employees, the

increment level and Employees reclassified, promoted or transferred outside the scope of this Collective Agreement.

- 5.03 Dues will be deducted from an Employee's gross earnings during Sick Leave with pay and during a leave of absence with pay.
- 5.04 The Union shall give not less than thirty (30) days notice of any change in the rate at which dues are to be deducted.
- 5.05 The Employer will record the amount of Union dues deducted on the T4 forms issued to an Employee for income tax purposes.
- 5.06 The Union shall give not less than thirty (30) days notice of a Special Assessment deduction.
- 5.07 An electronic copy of monthly dues that are outlined in this Article shall be supplied to the Union.

## **ARTICLE 6: NO STRIKE OR LOCKOUT**

### **6.01 Union Commitment**

The Union agrees that there will be no strike as defined by the Code during the life of this Collective Agreement.

If an Employee engages in a strike, slowdown, stoppage of work, picketing of the Employer's premises or refusal to perform work during the life of this Collective Agreement, the Union shall instruct them to return to work immediately and perform their duties faithfully and resort to the grievance procedure established herein for the settlement of any difference or grievance. If the Employee does not return immediately, they shall be deemed to have terminated their employment.

### **6.02 Employer Commitment**

The Employer agrees that it will not cause or sanction a lockout during the term of this Collective Agreement.

**ARTICLE 7: APPOINTMENTS, PROMOTIONS, TRANSFERS AND VACANCIES**

- 7.01 (a) If a vacancy within the bargaining unit for a full-time, part-time or temporary position of three (3) months or more, is to be filled, and there are no Employees requiring accommodation, the vacancy shall be posted not less than ten (10) calendar days in advance of making an appointment. First consideration shall be given to Employees of the bargaining unit.
- (b) Where circumstances require the Employer to fill a posted vacancy before the expiry of ten (10) calendar days, the appointment shall be made on a temporary or relief basis only.
- (c) In the case of temporary vacancies resulting from leaves of absence or temporary vacancies resulting from back filling behind leaves of absence, such temporary vacancies may be posted as "Temporary May Become Regular. Such term will indicate that the status of the position and current incumbent may be changed from temporary to regular if it is later determined that the prior incumbent is not returning to their regular position." The Employer will advise the Union and Employee in writing in advance of such changes becoming effective.
- (d) The notice of posting referred to in this Article shall contain information related to:
- (i) duties of the position;
  - (ii) qualifications required;
  - (iii) hours of work;
  - (iv) status of position, and expected term if a temporary position; and
  - (v) classification.
- (e) The Employer shall forward copies of the posting of vacancies of all positions within the bargaining unit as outlined in this Article to the Union within ten (10) calendar days of the posting.
- 7.02 Applications for newly created positions, transfers, or promotions shall be made, in writing, in a manner prescribed by the Employer.

7.03 The Employer shall, within ten (10) calendar days of making an appointment to fill the vacancy, provide notice of the name of the successful candidate with the posting number. A copy of the notification shall be sent to the Union. The Employer shall provide the Employee with a letter confirming, in writing, the transfer, promotion or selection into the vacancy.

7.04 (a) Where a vacancy for a temporary position has been filled by the appointment of a regular full-time or part-time Employee, and where, at the completion of the expected term of the temporary position, the Employer decides that the Employee is no longer required in that position, where possible they will be placed in another suitable position. Such reinstatement or placement shall be without loss of seniority and at not less than the same rate of pay to which the Employee would be entitled had they remained in their former position.

The reinstatement or placement of an Employee in accordance with this Clause shall not be construed as a violation of the posting provisions of this Article.

(b) Where a vacancy for a temporary position has been filled by the appointment of a casual Employee, and, where, at the completion of the expected term of the temporary position, the Employer decides that the Employee is no longer required in that position, they shall be reinstated to casual status.

(c) During the term of the temporary position, the incumbent Employee shall not be eligible to apply for other temporary positions that commence before the current temporary position ends, unless otherwise mutually agreed between the Employee and Employer.

7.05 When the Employer makes an appointment, promotion or transfer within the bargaining unit, the determining factors shall include:

- (a) requisite job related skills;
- (b) qualifications;
- (c) ability;
- (d) experience; and;
- (e) work performance.

Where these factors are considered to be equal and satisfactory by the Employer, seniority shall be the deciding factor.

- 7.06 Upon request by the Union, the Employer shall make available for viewing documents relevant to the hiring process and decision.
- 7.07 When an Employee is promoted to a classification to which is assigned a higher salary scale, the salary of such promoted Employee shall be advanced to that Step in the new pay range that is next higher than their current rate of pay or to the step which is next higher again if such salary increase is less than the Employee's next normal increment on the former salary scale. In the event that a promoted Employee is at the last increment in the scale for the classification held prior to the promotion, their salary shall be advanced to that step in the scale which is next higher than their current rate, or if such salary increase is less than the Employee's last normal annual increase, they shall be advanced to the step which is next higher again in the scale.
- 7.08 An Employee's anniversary date for the purpose of qualifying for an annual increment shall be the effective date of the Employee's appointment to a new classification.
- 7.09 When, because of inability to perform the functions of a position or because of ill health or by their request, an Employee is transferred to a classification to which is assigned a lower salary scale, their rate will be adjusted immediately to that rate in the lower salary scale that will result in the recognition of service from the date the current period of continuous employment commenced.
- 7.10 Promotion shall not be used to fill a temporary vacancy of less than three (3) months. In the event that an Employee is assigned to a classification with a higher salary scale in order to fill a temporary vacancy, the provisions of Article 17 shall apply.

#### **ARTICLE 8: PROBATIONARY PERIOD**

- 8.01 A newly-hired regular or temporary Employee shall serve a probationary period of five hundred and three point seven five (503.75) hours worked exclusive of overtime hours immediately following the date on which the current period of continuous employment commenced. The probationary period may be extended for a period up to an additional five hundred and three point seven five (503.75) hours worked, exclusive of overtime hours worked. During the extended period, the Employee shall be given regular feedback regarding their performance. If, in the opinion of the Employer, the Employee is found to be unsatisfactory, they may be terminated without notice and without recourse to the grievance procedure.

Hours worked as a casual Employee in the same classification shall be considered as contributing to the completion of a probationary period up to a maximum of two hundred and forty-eight (248) hours provided that not more than three (3) months have elapsed since they worked for the Employer.

- 8.02 The Employer shall provide a written performance review and feedback to each probationary Employee prior to the completion of their probationary period. When required, a written performance review will notify the Employee of any deficiencies and provide the Employee with the opportunity to correct them during the probationary period. Should the Employee not receive a written performance review before the end of their probationary period, they will be deemed to have successfully completed their probation.
- 8.03 An Employee who has completed their probationary period and has remained in the employ of the Employer in a position covered by this Collective Agreement will not subsequently be placed on probation.

#### **ARTICLE 9: SENIORITY**

- 9.01 (a) For Regular and Temporary Employees, seniority with the Employer starts on the most recent date on which the Employee commenced employment in the bargaining unit. For Regular and Temporary Employees who have been continuously in the bargaining unit since the date of certification, their seniority will be calculated from their most recent date of hire preceding the date of certification.
- (b) For Casual Employees whose status changes to Regular or Temporary, the seniority date shall be established by dividing their contiguous hours by two thousand and twenty-two point seven five (2,022.75), worked since their most recent date on which the Employee commenced employment in the bargaining unit.
- (c) For someone subsequently determined by the Labour Relations Board or agreed to by the Parties as being in the bargaining unit, the seniority date shall be the date established by the Labour Relations Board or as agreed to by the Parties.
- 9.02 Seniority shall not apply during the probationary period; however, once the probationary period has been completed seniority shall be credited as provided in Clause 9.01.

- 9.03 Seniority shall be the determining factor in:
- (a) preference of vacation time subject to the Vacation Article of this Collective Agreement;
  - (b) layoffs and recalls, subject to the Layoff & Recall Article of this Collective Agreement;
  - (c) promotions and transfers within the bargaining unit subject to the Appointments, Promotions, Transfers and Vacancies Article of this Collective Agreement;
- 9.04 Seniority shall be considered broken, all rights forfeited, and there shall be no obligation to rehire:
- (a) when an Employee resigns or is terminated from their position with the Employer; or
  - (b) upon the expiry of twelve (12) months following layoff during which time the Employee has not been recalled to work; or
  - (c) if an Employee does not return to work on recall as per the Layoff and Recall Article of this Collective Agreement.
- 9.05 The Employer shall provide the Union within two (2) months of the signing of this Collective Agreement and in January and July of each year thereafter, a listing of the Employees in order of seniority in accordance with the provisions of this Article. This listing shall be provided monthly if there are Employees on layoff. The Employer will endeavour to provide the list more frequently when available.

#### **ARTICLE 10: HOURS OF WORK**

- 10.01 Regular hours of work for a full-time Employee, exclusive of meal periods, shall be:
- (a) seven and three-quarter ( $7\frac{3}{4}$ ) work hours per day; and
  - (b) an average of seventy-seven and one-half ( $77\frac{1}{2}$ ) work hours in a fourteen (14) day period.



10.02 **Meal Periods and Rest Periods**

- (a) Regular hours of work shall include, as scheduled by the Employer, two (2) rest periods of fifteen (15) minutes during each shift of seven and three-quarters ( $7\frac{3}{4}$ ) hours and exclude an unpaid meal period of not less than thirty (30) minutes.

- (b) **Availability During Meal Periods**

When an Employee is required by the Employer to remain readily available for duty during their meal period, they shall be paid for the meal period at their basic rate of pay unless they are permitted to take compensating time off for the full meal period at a later time in the shift. Such paid meal period shall not be included in the calculation of regular hours of work.

- (c) **Working During Meal and Rest Periods**

If an Employee is required to work during their meal period or rest period, compensating time off for the full meal period or rest period shall be provided later in the shift, or they shall receive pay for the full meal period or rest period in accordance with the following:

- (i) for a rest period, they shall be paid at the applicable overtime rate instead of their basic rate of pay;
- (ii) for a meal period that they are not required to be readily available pursuant to Article 10.02(b), they shall be paid at the applicable overtime rate;
- (iii) for a meal period that they are required to be readily available pursuant to Article 10.02(b), they shall be paid the applicable overtime rate in lieu of the premium pursuant to 10.02 (b);
- (iv) Only meal or rest periods which result in more than seven and three quarter ( $7\frac{3}{4}$ ) hours being worked in a day may be banked for the purpose of lieu time.

10.03 Subject to Article 10.02, hours of work shall be consecutive.

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

## **ARTICLE 11: SHIFT SCHEDULES**

- 11.01 An Employee shall be aware that they may be required to work various shifts throughout the twenty-four (24) hour day and the seven (7) days of the week. The first shift of the working day shall be the one wherein the majority of hours worked fall between 2400 and 0800 hours.

### **11.02 Shift Scheduling Standards and Premiums for Non-compliance**

- (a) Except in cases of emergency or by mutual agreement between the Employer and the Employee, shift schedules shall provide for:
- (i) at least two (2) of the scheduled days off to be consecutive in each two (2) week period;
  - (ii) where possible, one (1) weekend off in each two (2) week period but, in any event, two (2) weekends off in each five (5) week period;
  - (iii) at least twelve (12) hours off duty between the end of one shift and the commencement of the next shift;
  - (iv) not more than seven (7) consecutive scheduled days of work.
- (b) Where the Employer is unable to provide the provisions of Article 11.02(a) (i), (ii), or (iii), and an emergency has not occurred, nor has it been mutually agreed otherwise, the following conditions shall apply:
- (i) failure to provide days off in accordance with Article 11.02(a)(i) shall result in the payment to each affected Employee of overtime pursuant to the Overtime Article of this Collective Agreement for one (1) regular shift worked during the two (2) week period;

- (ii) failure to provide both of the required two (2) weekends off duty in accordance with Article 11.02(a)(ii) shall result in payment to each affected Employee of overtime pursuant to the Overtime Article of this Collective Agreement for each of four (4) regular shifts worked during the five (5) week period;
  - (iii) failure to provide one (1) of the required two (2) weekends off duty in accordance with Article 11.02(a)(ii) shall result in payment to each affected Employee of overtime pursuant to the Overtime Article of this Collective Agreement for each of two (2) regular shifts worked during the five (5) week period;
  - (iv) failure to provide twelve (12) hours off duty in accordance with Article 11.02(a) (iii) shall result in payment of overtime pursuant to the Overtime Article of this Collective Agreement for hours worked on that next shift.
- (c) For the purpose of this provision, “weekend” shall mean a consecutive Saturday and Sunday assuring a minimum of fifty-six (56) hours off duty.
- (d) An Employee required to rotate shifts shall be assigned day duty approximately one-third ( $\frac{1}{3}$ ) of the time unless mutually agreed to by the Employer and Employee provided that, in the event of an emergency or where unusual circumstances exist, the Employee may be assigned to such shift as deemed necessary by the Employer.

For the purpose of applying this provision:

- (i) scheduled days off shall not be considered as day duty; and
- (ii) time off on vacation shall only be considered as day duty if day duty would have been worked by the Employee according to the shift schedule save and except for the vacation.

### 11.03 **Schedule Posting and Schedule Changes**

- (a) Unless otherwise agreed between the Employer and the Union, shift schedules shall be available eight (8) weeks in advance. If a shift schedule is changed after being made available, the affected Employees shall be provided with at least seven (7) calendar days' notice of the new schedule. In the event that an Employee's schedule is changed in the new shift schedule and they are not provided with at least seven (7) calendar days' notice, they shall be entitled to premium payment subject to the provisions of Article 11.03(b), (c) and (d).
- (b) Unless an Employee is given at least seven (7) calendar days' notice of a change of their scheduled day(s) off, they shall be paid two (2X) times the Basic Rate of Pay for hours worked on the first shift of the changed schedule unless such change is at the Employee's request.
- (c) If, in the course of a posted schedule, the Employer changes the Employee's scheduled shift (i.e., days to evenings, days to nights or evenings to nights) but not their day off, they shall be paid overtime pursuant to the Overtime Article of this Collective Agreement for hours worked on the first shift of the changed schedule unless at least seven (7) calendar days' notice of such change has been given.
- (d) If, in the course of a posted schedule, the Employer changes the Employee's shift start time by more than two (2) hours, they shall be paid overtime pursuant to the Overtime Article of this Collective Agreement for hours worked on this shift unless at least seven (7) calendar days' notice of such change has been given.

11.04 In the event that an Employee reports for work as scheduled and is required by the Employer not to commence work but to return to duty at a later hour, they shall be compensated for that inconvenience by receiving two (2) hours pay at their basic rate of pay.

11.05 Should an Employee report and commence work as scheduled and be required to cease work prior to completion of their scheduled shift and return to duty at a later hour, they shall receive their basic hourly rate of pay for all hours worked with an addition of two (2) hours pay at their basic rate of pay for that inconvenience.

## 11.06 **Employee Initiated Schedule Changes**

When the Employer approves an Employee's request to temporarily change/trade their scheduled hours of work, such schedule change will not constitute an "Employer" schedule change as contemplated in Articles 11 and 29.

Employer approval of the foregoing schedule changes shall be subject to operational requirements and will not result in additional cost to the Employer. In all cases, Employees will be paid at straight time with no eligibility for premiums.

## **ARTICLE 12: OVERTIME**

- 12.01 Overtime is all time authorized by the Employer and worked by an Employee in excess of seven and three-quarters ( $7\frac{3}{4}$ ) hours per day or on scheduled days of rest.
- 12.02 The Employer shall designate an individual who may authorize overtime.
- 12.03 Authorization for overtime after the fact by the Employer shall not be unreasonably denied where overtime arises as a result of unforeseeable circumstances in which it is impossible to obtain prior authorization.
- 12.04 Overtime will be paid in accordance with the following:
- (a) For work in excess of seven and three-quarter ( $7\frac{3}{4}$ ) hours per day, two (2) times (2X) their basic rate of pay, exclusive of meal periods, if taken. This overtime payment will cease and the Employee's basic rate of pay will apply at the start of the next regularly scheduled shift.
  - (b) For work, in excess of seventy-seven point five (77.5) hours in two weeks, averaged over the shift schedule, two (2) times (2X) their basic rate of pay. This overtime payment will cease and the Employee's basic rate of pay will apply at the start of their next scheduled shift.
- 12.05 Overtime may be accumulated and taken in time off at a mutually acceptable time at the applicable premium rate. Time off not taken by the last day of March in any given year shall be paid out.
- 12.06 Except in cases of emergency, no Employee shall be required or permitted to work more than a total of sixteen (16) hours (inclusive of regular and overtime hours) in a twenty-four (24) hour period beginning at the first hour the Employee reports for work.

12.07 Rest periods and meal periods shall be provided in accordance with the Hours of Work Article of this Collective Agreement.

12.08 Employees shall not be required to take time off during their regular scheduled shifts to equalize any overtime worked previously.

### **ARTICLE 13: SHIFT DIFFERENTIAL**

13.01 A Shift Differential of two dollars and seventy-five cents (\$2.75) per hour shall be paid to:

(a) Employees working a shift wherein the majority of the hours of such shift falls within the period seventeen hundred (1700) to zero seven hundred (0700) hours; or

(b) Employees for each regularly scheduled hour worked between seventeen hundred (1700) hours to zero seven hundred (0700) hours provided that greater than two (2) hours are worked between seventeen hundred (1700) and zero seven hundred (0700) hours.

13.02 Shift differential shall not be considered part of the Employee's basic hourly rate of pay.

13.03 Shift differential shall be paid in addition to the overtime rate for overtime worked in conjunction with the shift worked in (13.01) above.

13.04 Where applicable, Shift Differential and Weekend Premium will both be paid.

### **ARTICLE 14: WEEKEND PREMIUM**

14.01 A weekend premium of three dollars and twenty-five cents (\$3.25) per hour shall be paid to Employees working a shift wherein the majority of hours worked falls within the period commencing at seventeen hundred (1700) hours on a Friday and ending at seven hundred hours (0700) hours on the following Monday.

14.02 Weekend Premium shall not be considered part of the Employee's basic hourly rate of pay.

14.03 Where applicable, Shift Differential and Weekend Premium will both be paid.

## **ARTICLE 15: ON-CALL DUTY AND CALL BACKS**

### **On-Call Duty**

- 15.01 For each full hour that an Employee is assigned to On-Call duty by the Employer, they shall be paid:
- (a) three dollars and thirty cents (\$3.30) per hour; or
  - (b) on scheduled days off and Named Holidays, the sum of four dollars and fifty cents (\$4.50) per hour.

A Named holiday or scheduled day off shall run from zero zero zero one (0001) hours on the Named Holiday or scheduled day off to twenty-four hundred (2400) hours of the same day.

- 15.02 On-Call Duty applies only to those hours when an Employee is not at work at the Centre but is required to be readily available to return to work should the need arise.
- 15.03 Unless otherwise agreed between the Employer and the Union, on-call periods shall be scheduled at least eight (8) weeks in advance excepting in cases of emergency. Employees who's on-call schedule has been changed with less than seven (7) calendar days notice shall be paid at the higher on-call rate.
- 15.04 Wherever possible, the Employee shall not be assigned to On-Call duty more than seven (7) consecutive calendar days. Employees assigned to on-call duty more than seven (7) consecutive days in any two (2) week period shall be paid the higher on-call rate for the eighth (8th) and subsequent days in that two (2) week period. Where an Employee is on-call for more than seven (7) consecutive calendar days at their request or as the result of an exchange with another Employee, the regular on-call rates shall apply.
- 15.05 Regulations in respect of approval or authorization for On-Call duty and the procedures which are to be followed by an Employee shall be prescribed by the Employer.
- 15.06 Employees may trade On-Call duty days provided:
- (a) they have obtained the Employer's prior approval; and
  - (b) there is no additional cost to the Employer.

- 15.07 Where the Employer requires an Employee to carry a pocket pager while on-call, such pagers shall be supplied by the Employer at no cost to the Employee. The number and distribution of pagers shall be determined by the Employer and shall remain the property of the Employer.

### **Call-Back**

- 15.08 For each occasion on which an Employee is called back to duty during the Employee's on-call period, the Employee shall be deemed to be working overtime and shall be paid for all hours worked during the on-call period or for three (3) hours, whichever is the longer, at the overtime rate of two times (2X) the basic rate of pay for the first (2) hours and after two (2) hours on any single call-back, two times (2X) the basic rate of pay will apply. The three (3) hour call-back minimum shall not apply when an Employee is called and required to work overtime contiguous with the commencement of their regularly scheduled shift. An Employee called back to duty will be permitted to leave the Facility upon completion of the procedure or examination for which they were called back. However, any further requests for procedures received by an Employee prior to leaving the Facility following completion of the work required on the initial call shall be considered one (1) call for the purpose of determining call-back pay.
- 15.09 When a Regular or Temporary Employee, who has not been assigned On-Call duty, is called and required to report for work, they shall be paid for all hours worked during the call-back period or for three (3) hours, whichever is the longer, at the overtime rate of one and two times (2X) the basic rate of pay for the first two (2) hours, and after two (2) hours on any single call-back, two times (2X) the basic rate of pay will apply. The three (3) hour call-back minimum shall not apply when an Employee is called and required to work overtime contiguous with the commencement of their regularly scheduled shift.
- 15.10 If mutually agreed between the Employer and the Employee, equivalent time off in lieu of pay may be granted. Time off not taken by the last day of March in any given year shall be paid out.
- 15.11 An Employee who is called back shall be reimbursed for reasonable, necessary, and substantiated transportation expense and, if the Employee travels for such purpose by private automobile, they shall be reimbursed at the Bethany Care Society policy rate, from the Employee's residence to the facility and return; provided the call back is not contiguous with the scheduled shift.
- 15.12 An Employee called back to duty on a Named Holiday shall be:
- (a) compensated in accordance with the provisions of this Article; and



- (b) given compensating time off at their basic rate of pay for actual hours worked on the call-back at a mutually agreeable time. Time not taken by the last day of March in any given year shall be paid out.
- 15.13
- (a) Where an Employee works more than six (6) hours pursuant to this Article they shall be entitled to eight (8) consecutive hours rest before commencing their next scheduled shift, without loss of earnings.
  - (b) The Employee in the above situation will advise their Supervisor in advance of the fact that they will not be reporting for duty at their scheduled time.
  - (c) This provision is waived if the Employee is granted a request for a particular shift arrangement.

#### **ARTICLE 16A: SALARIES**

16A.01 Basic salary scales and increments shall be as set out in the Salaries Appendix and shall:

- (a) be effective on the dates specified therein;
- (b) be applicable to an Employee employed in a designated classification only when such classification has been created within the work force of the Employer and falls within the scope of this bargaining unit;
- (c) form a part of this Collective Agreement.

16A.02 (a) In the case of full-time Employees, advancement to the next increment will be after 2022.75 regular hours worked. The regular hours that an Employee would have worked during the following Employer paid leaves will be considered as regular hours worked for the purpose of advancing to the next increment: vacation, named holidays, sick leave, lieu time taken, court appearance, bereavement, special leave and education leave. In addition, the hours equivalent to the Employee's FTE for the first 12 months of an unpaid education leave will be credited toward an Employee's salary increment.

16A.03 Both parties to this Collective Agreement recognize that Employees normally improve in skill and ability relative to experience. In the event that there is reason to believe that such improvement has not occurred, an annual increment may be withheld. Where an increment is withheld, the Employee and Union shall be so advised, in writing, and the Employee's performance will be evaluated, in writing on a month-to-month basis. After they reach a satisfactory performance level, the increment shall be granted as of that date as the Employee's anniversary date for increment purposes and shall not be changed.

#### **ARTICLE 16B: RECOGNITION OF PREVIOUS EXPERIENCE**

16B.01 Provided not more than five (5) years shall have elapsed since the experience was obtained, when a new Employee has experience satisfactory to the Employer, the Employee's starting salary shall be adjusted as follows:

- (a) All experience satisfactory to the Employer shall be recognized on a one-for-one basis, up to the top increment in the salary scale.
- (b) Additional time worked not credited for purposes of initial placement on the salary scale shall be applied towards the calculation of the next increment.

For regulated professions, the Employer may recognize work experience notwithstanding a break in service of more than five (5) years if the Employee has fulfilled the licensing requirements of the Employee's professional body to maintain standing in that profession.

16B.02 Such salary adjustment shall be effective the date the Employee submits documentation of their experience to the Employer.

16B.03 The foregoing will apply only to Employees who are hired on or after April-19, 2004.

16B.04 The Employer will advise all Employees in writing at the time of hire as to the pay grade and Step placement in the Salary Appendix.

**ARTICLE 17: TEMPORARY ASSIGNMENTS**

- 17.01 When an Employee is directed by the Employer to perform the substantive duties of a classification covered by this Collective Agreement to which is assigned a higher salary scale for a full shift or longer, they shall be paid in addition to their hourly rate as set out in the Salaries Appendix, the difference between the beginning rate in the salary scale for their classification and the beginning rate in the salary scale of the classification to which they are temporarily assigned. The resultant basic rate of pay shall not exceed the maximum rate of the salary scale of the classification to which they are temporarily assigned. This provision shall not apply where the period of temporary assignment is less than one (1) full shift.
- 17.02 During periods of Temporary Assignment to a classification to which is assigned a higher salary scale, an Employee so assigned shall receive any overtime based on the higher basic rate of pay.
- 17.03 When an Employee is directed by the Employer to perform the substantive duties of a classification not covered by this Collective Agreement for a full shift or longer, they shall be paid in addition to their current basic rate of pay, a premium of one dollar (\$1.00) per hour for all hours worked during the Temporary Assignment. An Employee so assigned shall continue to be covered by the terms and conditions of this Collective Agreement.
- 17.04 At the conclusion of the Temporary Assignment, an Employee shall be returned to their base position in the bargaining unit.

**ARTICLE 18: VACATION**

**18.01 Vacation Entitlement**

- (a) Subject to the terms of this Collective Agreement, a Full-Time Employee shall earn vacation with pay based on the following:

Year(s) of Continuous Employment Completed	Vacation Entitlement
1.....	15 working days
2-9.....	20 working days
10-19.....	25 working days
20+.....	30 working days

**Supplementary Vacation**

- (b) The supplementary vacations as set out below are to be banked on the outlined supplementary vacation employment anniversary date

and taken at a mutually agreeable time subsequent to the current supplementary vacation employment anniversary date but prior to the next supplementary vacation employment anniversary date:

- (i) upon reaching the employment anniversary of twenty-five (25) years of continuous service, Employees shall have earned an additional five (5) work days vacation with pay;
- (ii) upon reaching the employment anniversary of thirty (30) years of continuous service, Employees shall have earned an additional five (5) work days vacation with pay;
- (iii) upon reaching the employment anniversary of thirty-five (35) years of continuous service, Employees shall have earned an additional five (5) work days vacation with pay;
- (iv) upon reaching the employment anniversary of forty (40) years of continuous service, Employees shall have earned an additional five (5) work days vacation with pay;
- (v) upon reaching the employment anniversary of forty-five (45) years of continuous service, Employees shall have earned an additional five (5) work days vacation with pay.

#### **18.02 Time of Vacation**

- (a) All vacation earned during one (1) vacation year shall be taken during the next following vacation year, at a mutually agreeable time, except that an Employee may be permitted to carry forward a portion of vacation entitlement to the next vacation year. Requests to carry forward vacation shall be made, in writing, and shall be subject to the approval of the Employer.
- (b) Notwithstanding Article 18.02(a) above, an Employee shall have the right to utilize vacation credits during the vacation year in which they are earned, provided the following conditions are met:
  - (i) such utilization does not exceed the total credits earned by an Employee at the time of taking vacation; and
  - (ii) such vacation is taken at a mutually agreeable time.
- (c) An Employee may request vacation leave during any period of the year.

- (d) Upon the request of an Employee, earned vacation credits may be divided into more than one (1) vacation period if approved by the Employer. Such request shall not be unreasonably denied.
- 18.03 The Employer shall post a twelve (12) calendar month vacation schedule planners at the work site in accordance with its current practice.
- 18.04 An Employee shall submit their choice of vacation dates to the Employer for approval within the time frames established by the Employer.
- 18.05 An Employee will submit their annual vacation request on or before the March 31 deadline if they wish to exercise their seniority for their vacation request. Annual vacation requests received after the March 31 deadline will be on a first-come first served basis for that vacation year.
- 18.06 In expressing their vacation preferences, subject only to the Employer's operational requirements, an Employee will have a guarantee of vacation in at least one (1) of three (3) "prime times".  
  
"Prime times" will be as follows:
  - (a) Easter from one (1) week before until one (1) week after Easter Sunday in each year;
  - (b) Summer from June 1 until October 1 in each year;
  - (c) Christmas from December 15 of one calendar year until January 2 of the following calendar year.
- 18.07 An Employee can only use their seniority to obtain the same vacation "prime time" two (2) years in a row.
- 18.08 Subject to operational requirements, every reasonable effort will be made to grant Employees their choice of vacation.
- 18.09 The Employer will respond to vacation requests within three (3) weeks of the deadlines or within three (3) weeks of requests received after the deadlines.
- 18.10 Vacation with pay shall not accrue while an Employee is:
  - (a) on layoff; or
  - (b) in receipt of Short or Long Term Disability benefits; or

- (c) in receipt of Workers' Compensation benefits in excess of thirty (30) calendar days; or
- (d) on a leave of absence in excess of thirty (30) calendar days.

**ARTICLE 19: NAMED HOLIDAYS**

19.01 Full time Employees shall be eligible to receive a day off with pay on or for the following Named Holidays:

- (i) New Year's Day      (vii) Labour Day
- (ii) Alberta Family Day      (viii) National Day for Truth and Reconciliation
- (iii) Good Friday      (ix) Thanksgiving Day
- (iv) Victoria Day      (x) Remembrance Day
- (v) Canada Day      (xi) Christmas Day
- (vi) August Civic Holiday      (xii) Boxing Day

and all general holidays proclaimed to be a Statutory Holiday by any of the following:

- (a) the Municipality of Calgary;
- (b) the Province of Alberta; or
- (c) the Government of Canada.

19.02 To qualify for a Named Holiday with pay, the Full-time Employee:

- (a) must work their scheduled shift immediately prior to and immediately following the holiday, except where the Employee is absent due to illness, or other reasons acceptable to the Employer; and
- (b) must work on the holiday when scheduled or required to do so.

19.03 (a) No payment shall be due for a Named Holiday which occurs during:

- (i) a lay-off; or
- (ii) all forms of leave during which an Employee is not paid.

(b) No additional payment shall be due for a Named Holiday that occurs during a period when an Employee is receiving Short Term Disability, Long Term Disability or Workers' Compensation benefits.

19.04 An Employee obliged in the course of duty to work on a Named Holiday shall be paid for all hours worked on the Named Holiday at one and one-half times (1<sup>1/2</sup>X) their basic rate of pay plus:

- (a) one (1) days pay; or
  - (b) an alternate day off at a mutually agreed time; or
  - (c) by mutual agreement, a day added to their next annual vacation; or
  - (d) failing mutual agreement within thirty (30) calendar days as to the option to be applied, it shall be deemed that payment of one (1) days pay at the basic rate of pay is desired; and
  - (e) compensating time off, at their basic rate of pay, for all hours worked in excess of seven and three quarter ( $7\frac{3}{4}$ ) hours.
- 19.05 (a) Time worked shall be deemed to have been worked on the day on which the majority of hours of the shift fall.
- (b) For clarification, a Named Holiday or scheduled day off shall commence at the beginning of the night shift, the first shift of the shift day, and end with the evening shift, the last shift of the shift day.
- 19.06 When a Named Holiday falls during an Employee's annual vacation, the Employee shall receive:
- (a) by mutual agreement, a day added to the vacation period; or
  - (b) an alternate day off at a mutually agreed time; or
  - (c) failing mutual agreement as to the option to be applied, one (1) day pay at their basic rate of pay.
- 19.07 The Employer shall rotate, as evenly as possible, amongst Employees in a department or section, as applicable, the requirement to work on a Named Holiday.
- 19.08 If a date is not designated pursuant to this Article and subject to Clause 19.02 of this Article, when a Named Holiday falls on a day that would otherwise be an Employee's regularly scheduled day off, the Employee shall receive:
- (a) one (1) day pay; or
  - (b) an alternate day off at a mutually agreed time; or
  - (c) by mutual agreement, a day added to their next annual vacation; or

- (d) failing mutual agreement within thirty (30) calendar days as to the option to be applied, it shall be deemed that payment of one (1) day pay at the basic rate of pay is desired.

19.09 Notwithstanding the above language, any remaining alternate days off not taken by December 31st of each year shall be paid out at the Employee's basis rate of pay.

## **ARTICLE 20: LEAVES OF ABSENCE**

### **20.01 General Conditions**

- (a) Requests for a leave of absence, without pay or benefit of Employer contributions will, where possible, be made in writing to the Employer thirty (30) calendar days in advance, except that in extenuating circumstance the time factor may be waived or reduced. The granting of leaves of absence is subject to the approval of the Employer. Normally the Employer will reply in writing to a request for leave of absence within seven (7) days of receipt of the request, exclusive of Saturdays, Sundays and Named Holidays. If the request cannot be granted, the Employee will be provided with the reason(s) in writing.
- (b) Except as provided elsewhere in this Collective Agreement, during leaves of absence without pay of longer than thirty (30) calendar days, and subject to approval by the Insurer(s), Employees may elect to maintain coverage of contributory plans specified in this Collective Agreement, provided that the Employee makes prior arrangements to pay full premium costs. Failure to pay the full premium costs prior to the commencement of the leave of absence may mean, at the discretion of the Insurer, that the Employee will not be in receipt of benefit coverage.
- (c) For the portion of maternity leave during which an Employee has a valid health-related reason for being absent from work and who is in receipt of Sick Leave, EI SUB Plan benefits, STD or LTD, benefit plan premium payments shall be administered in the same fashion as an Employee absent due to illness.
- (d) An Employee who has been granted leave of absence of any kind and who overstays their leave without permission of the Employer shall be deemed to have terminated their employment.



- (e) Excluding Adoption, Union, Maternity and Paternity Leave, Employees requesting a leave of absence in excess of thirty (30) days may, at the discretion of the Employer, be required to use up previous years accumulated vacation entitlement prior (contiguous) to the commencement of the requested leave of absence.

## 20.02 **Union Business**

- (a) Where permission has been granted by the Employer for an Employee, who is a locally elected representative of the Union, to leave their employment temporarily in order to represent another Employee at an investigative meeting or grievance proceeding with the Employer, they shall suffer no loss of pay for the time so spent.
- (b) One (1) Employee who is hired to a paid position with the Union shall be granted leave of absence without pay for a maximum period of 1 year. Such leave of absence shall be renewable for a further term upon written request. If it is permissible under the pension and group life plan and any other welfare plans, the Employee shall have the right to pay the full cost, including the Employer's share, during the period of such leave of absence.
- (c) The Employer may grant leave of absence with pay to Employees to attend Union conventions, seminars, education classes or to perform the duties of any office of the Union. A request for leave shall be submitted in writing to the Employer with as much advance notice as possible, preferably four (4) weeks in advance, and approval will be subject to the efficient operation of the site. Requests for leave will not be unreasonably denied.
- (d) One representative of the Union from each of the functional areas of therapy and social work shall be granted time off with pay, and without loss of seniority, in order to participate in negotiations between this Bargaining Unit and the Employer.
- (e) To facilitate the administration of Union, leave as provided in (c) and (d) above, where Union leave has been granted, the Employer will continue the salary, plus any shift differential and/or weekend premium the Employee would have been paid had they been at work during such leave. In turn, the Employer shall invoice the Union for the actual salary plus any shift differential and/or weekend premium paid to the Employee or for replacement salary costs, whichever is greater, plus an amount determined by the Employer to cover the costs of benefits and administration.

### 20.03 **Maternity Leave**

- (a) An Employee who has completed ninety (90) days of employment shall, upon their written request, be granted Maternity Leave to become effective thirteen (13) weeks immediately preceding the expected date of delivery or such shorter period as may be requested by the Employee, provided that they commence Maternity Leave no later than the date of delivery. Maternity Leave shall be without pay and benefits except for the portion of Maternity Leave during which the Employee has a valid health-related reason for being absent from work and is also in receipt of sick leave, EI SUB Plan benefits, STD or LTD. Maternity Leave shall not exceed sixteen (16) weeks.
- (b) A pregnant Employee whose continued employment in their position may be hazardous to themselves or to their unborn child, in the written opinion of their physician or a registered midwife, may request a transfer to a more suitable position if one is available. Where no suitable position is available, the Employee may request Maternity Leave as provided by Article 20.03 (a) if the Employee is eligible for such leave. In the event that such Maternity Leave must commence in the early stages of pregnancy which results in the need for an absence from work longer than eighteen (18) months, the Employee may request further leave without pay as provided by Article 20.01.
- (c) A pregnant Employee whose pregnancy ends other than as a result of a live birth within sixteen (16) weeks of the estimated due is entitled to maternity leave. Such maternity leave will end either sixteen (16) weeks after the commencement of the leave.

### 20.04 **Parental Leave**

- (a) A parent-to-be who has completed ninety (90) days of employment shall, upon their written request, be granted leave of absence without pay and benefits for a period up to sixty-two (62) weeks for parenting duties following the birth of a child.
- (b) An Employee who has ninety (90) days of employment shall be granted leave of absence without pay and benefits for a period of up to sixty-two (62) weeks for the purpose of adopting a child provided that:
  - (i) they make a written request for such leave at the time the application for adoption is approved and keeps the Employer advised of the status of such application; and
  - (ii) they provide the Employer with at least one (1) day notice that such leave is to commence.

- (c) Parental Leave shall end seventy-eight (78) weeks from the birth of the child or date of adoption, unless mutually agreed otherwise between the Employer and the Employee.
- (d) An Employee absent on Parental Leave shall endeavor to provide the Employer with twelve (12) weeks written advance notice of their readiness to return to work but in any event shall provide four (4) weeks written notice, following which the Employer will reinstate them in the same position held by them immediately prior to taking such leave and at the same step in the salary scale or provide them with alternate work of a comparable nature at not less than the same step in the salary scale and other benefit that accrued to them up to the date they commenced the leave.
- (e) Parental Leave of at least one (1) working day with pay shall be granted upon the written request of a parent-to-be to enable such Employee to attend to matters directly related to the birth or adoption of a child.

#### **20.05 Court Appearance**

- (a) An Employee required by law to appear in court for jury selection, as a member of a jury, or as a witness in matters arising out of their employment with the Employer, shall be paid the difference between the pay received for such court service and the pay the Employee would have normally received if they had been working, based on the basic rate of pay. Where practicable the Employee will report to work during those hours that they are not required to attend court. For the purpose of the Employee reporting to work, travel time shall be considered as time required to attend court.
- (b) Where an Employee is required by law to appear before a court of law for reasons other than those stated in (a) above, they shall be granted a leave of absence without pay.

#### **20.06 Bereavement Leave**

- (a) Upon request, an Employee shall be granted five (5) consecutive calendar days without loss of regular earnings in the event of a death of a member of the Employee's immediate family (i.e. spouse, child, parent, brother, sister, mother-in-law, father-in-law, son-in-law, daughter-in-law, brother-in-law, sister-in-law, grandparent, grandchild, guardian or fiancé). Spouse shall include common-law and/or same sex relationship. Step-parent, step-children, step-brother and step-sister shall be considered as members of the Employee's immediate family.

Upon request, an Employee shall be granted three (3) consecutive calendar days without loss of regular earnings in the event of a death of an Employee's aunt or uncle.

- (i) The Employer may extend the above bereavement leave by up to two (2) additional days without loss of regular earnings in the event travel in excess of two hundred (200) kilometres is required to attend the funeral.
  - (ii) Bereavement leave shall be taken within the ten (10) consecutive calendar days commencing with the date of the death.
  - (iii) Notwithstanding the provisions of Clause 20.06(a), where special circumstances exist, an Employee may request that Bereavement Leave be divided into two (2) periods. Such request is subject to the approval of the Employer. In no circumstances, however, shall an Employee be eligible for more days off with pay than they would have been eligible to receive had the Bereavement Leave been taken in one (1) undivided period.
- (b) In the event of a death of another relative or close friend, the Employer may grant up to one (1) working day off with pay to attend the funeral services.
  - (c) Employees may be required to substantiate, in the form prescribed by the Employer, any claim for bereavement leave. Payment of bereavement leave benefit shall not be effected until required substantiation has been supplied.

#### 20.07 Personal Leave

- (a) Benefit eligible regular Employees shall be entitled to three (3) Personal Leave days at the Basic Rate of Pay each year, from April 1 through March 31. Employees shall request such days as far in advance as possible. These days are for the purpose of attending to personal matters and family responsibilities, including but not limited to attending appointments with family members. Requests for Personal Leave shall not be unreasonably denied, subject to operational requirements.
- (b) The number of Personal Leave days for existing Employees are determined by their FTE as of April 1st. The number of Personal Leave days for new Employees are determined by their hire date and their FTE as of their hire date.

	Employees as of April 1 <sup>st</sup> and hired April 1 <sup>st</sup> to July 31 <sup>st</sup>	Hired August 1 <sup>st</sup> to November 30 <sup>th</sup>	Hired December 1 <sup>st</sup> to March 31 <sup>st</sup>
Full-time and Part-time Employees greater than zero point eight (0.80) FTE	Three (3) Personal Leave days	Two (2) Personal Leave days	One (1) Personal Leave day
Part time Employees between zero point six (0.60) and zero point eight (0.80) FTE	Two (2) Personal Leave days	One (1) Personal Leave day	No Personal Leave days
Part-time Employees between zero point three eight (0.38) and zero point five nine (0.59) FTE	One (1) Personal Leave day	No Personal Leave days	No Personal Leave days

- (c) Personal Leave days are granted per incident as a full day.
- (d) Any Personal Leave days not used by March 31<sup>st</sup> each year shall not be carried over. Any Personal Leave days not used shall not be paid out on termination of employment.

**20.08 Education Leave**

- (a) Should the Employer direct an Employee to participate in a specific program, such Employee shall be compensated in accordance with the following:
  - (i) for program attendance on regularly scheduled working days, the Employee shall suffer no loss of regular earnings;
  - (ii) for hours in attendance at such program on regularly scheduled days off, the Employee shall be paid at their basic rate of pay to a maximum of seven and three-quarter (7<sup>3</sup>/<sub>4</sub>) hours per day;
  - (iii) the Employer will pay the cost of the course including tuition fees, reasonable travel and subsistence expenses subject to prior approval.
- (b) An Employee absent on approved education/exchange leave shall be reinstated by the Employer in the same classification held by them immediately prior to taking such leave or be provided with alternate work of a comparable nature.

20.09 During leaves of absence in excess of thirty (30) days, an Employee may work casual shifts with the Employer without adversely affecting their reinstatement to their position in the bargaining unit from which they are on leave. It is the responsibility of the Employee to determine the impact of working these shifts on any insurance coverage.

20.10 **Caregiver Leaves**

(a) **Compassionate Care Leave**

- (i) An Employee who has completed at least ninety (90) days of employment, shall be entitled to leave of absence without pay but with benefits at the normal cost sharing, for a period of twenty-seven (27) weeks to care for a qualified relative with a serious medical condition with a significant risk of death within twenty-six (26) weeks from the commencement of the leave.
- (ii) Qualified relative for compassionate care leave means a person in a relationship to the Employee as designated in the Alberta *Employment Standards Code* regulations.
- (iii) At the request of the Employee, compassionate care leave may be taken in one (1) week increments.
- (iv) Where possible, an Employee shall apply for compassionate leave at least two (2) weeks in advance of the commencement of the leave and shall advise the Employer if they want to take the leave in weekly increments.

(b) **Critical Illness of a Child Leave**

- (i) An Employee who has completed at least ninety (90) days employment, with a critically ill or injured child requiring care or support, shall be entitled to leave of absence without pay or benefits, for a period of thirty-six (36) weeks to care for their critically ill child.
- (ii) Critically ill child means a child, step-child, foster child or child who is under legal guardianship, and who is under eighteen (18) years of age for whom the Employee would be eligible for the parents of critically ill child leave under the *Employment Standards Code* (Alberta).

- (iii) At the request of the Employee, critical illness of a child leave may be taken in one (1) week increments.
  - (iv) Where possible, an Employee shall apply for critical illness of a child leave at least two (2) weeks in advance of the commencement of the leave and shall advise the Employer if they want to take the leave in weekly increments.
- (c) Employees may be required to submit to the Employer satisfactory proof demonstrating the need for compassionate care leave or critical illness of a child leave.

**20.12 Death or Disappearance of a Child Leave**

An Employee who meets the criteria for death or disappearance of child leave specified in the *Employment Standards Code* shall be entitled to a leave of absence without pay for a period up to:

- (a) Fifty-two (52) weeks in the event of the disappearance of a child; or
- (b) One hundred and four (104) weeks in the event of the death of a child.

**20.13 Domestic Violence Leave**

- (a) An Employee who has been subjected to domestic violence may require time off from work to address the situation and shall be entitled to leave of absence without pay for of up to ten (10) days per calendar year.
- (b) An Employee may access applicable leaves of absence or banks such as sick leave, personal leave, court appearance leave, or general leave without pay.
- (c) Personal information concerning domestic violence shall be kept confidential by the Employer.
- (d) When an Employee reports that they are experiencing domestic violence, the Employer shall complete a hazard assessment and, where appropriate, may facilitate alternate work arrangements.

**20.14 Citizenship Ceremony Leave**

An Employee who has completed ninety (90) days of employment is entitled to one half (1/2) day of leave without pay to attend a

citizenship ceremony to receive a certificate of citizenship, as provided for under the *Citizenship Act* (Canada).

## **ARTICLE 21: JOB CLASSIFICATIONS**

### **21.01 New Classifications**

If the Employer creates a new classification which belongs in the bargaining unit and which is not now designated in this Collective Agreement, or if a new classification is included in the bargaining unit by the Labour Relations Board, the following provisions shall apply:

- (a) The Employer shall establish a position title and a salary scale and give written notice of same to the Union.
- (b) If the Union does not agree with the position title and/or the salary scale, representatives of the Employer and the Union, shall, within thirty (30) days of the creation of the new classification or the inclusion of a new classification in the bargaining unit, meet for the purpose of establishing a position title and salary scale for the new classification.
- (c) Should the parties, through discussion and negotiation, agree in regard to a salary scale for the new classification the salary scale shall be retroactive to the date that the new classification was implemented.
- (d) Should the parties through discussion and negotiation not be able to agree to a position title, it is understood that the Employer's decision in respect to the position title shall not be subject to the Grievance and Arbitration procedure contained in this Collective Agreement or in the Code.
- (e) Should the parties not be able to agree, the Union may, within sixty (60) days of the date the new classification was created or included in the bargaining unit, refer the salary scale to Arbitration. Should the Union not refer the matter to Arbitration within the stated time limit, the final position of the Employer, as stated in negotiations, shall be implemented.



## 21.02 **Classification Review**

- (a) When an Employee has good and sufficient reason (such as the primary responsibilities and/or qualifications of their position have been substantively changed, may apply to the Administrator of the Centre (or designate) to have their classification reviewed. The Administrator of the Centre (or designate) will give consideration to such application and notify the Employee accordingly.
- (b) Should the Employee feel that they have not received proper consideration in regard to a classification review, they may request that the matter be further reviewed by discussion between the Union and the Employer.
- (c) The Employer shall notify the Union of its position within thirty (30) days of the matter being brought to the Employer by the Union.
  - (i) Where the decision of the Employer relates to an Employee-initiated request for a change in classification, the Employer's decision shall not be subject to the Grievance Procedure and Arbitration.
  - (ii) Where the decision of the Employer relates to an Employer-initiated down-grading in classification, the affected Employee shall be entitled to use the Grievance Procedure and Arbitration.

## **ARTICLE 22: JOB DESCRIPTIONS**

- 22.01 Copies of job descriptions for classifications in the bargaining unit shall be on hand within the appropriate department(s) and shall be available to an Employee upon reasonable request.
- 22.02 Upon request, the Employer will provide the Union with a copy of a job description for any classification in the bargaining unit provided that a request for a particular job description is not made more than once in a calendar year.

## **ARTICLE 23: EMPLOYEE DEVELOPMENT**

- 23.01 The Parties to this Collective Agreement recognize the desirability and value of continuing education for Employees and that the responsibility for continuing education, including learning opportunities and in-service programs, lies not only with the Employer but also with the Employee.

- 23.02 The provision of learning opportunities for Employees will be determined by the Employer in consideration of financial resources and other criteria determined by the Employer. The Supervisor and the Employee will select learning opportunities based upon the Employee's learning plan.
- 23.03 The Employer reserves the right to identify specific in-service sessions as being compulsory for Employees and those required to attend such sessions shall be paid at their applicable rate of pay.
- 23.04 Employees who, with prior approval of their Supervisor, attend in-service programs which are not identified as compulsory by the Employer shall suffer no loss of regular earnings for attending such programs.
- 23.05 Employees who, with prior approval of their Manager, attend educational programs which are not offered by the Employer shall suffer no loss of regular earnings for attending such programs.
- 23.06 (a) Professional Development leave is per calendar year and is not cumulative from year to year;
- (b) Regular full-time Employees as of January 01 each calendar year shall be entitled to a maximum of thirty-one (31) professional development non-cumulative hours without loss of pay;
- (c) Regular part-time Employees as of January 01 each calendar year whose full time equivalent (FTE) is zero point five (0.5) or greater shall be entitled to a maximum of thirty-one (31) non-cumulative hours without loss of pay prorated based on their FTE.
- (d) Application for time off with pay for Professional Development shall be made in writing, to the Employer as early as possible.

#### **ARTICLE 24: PERFORMANCE REVIEW AND PERSONNEL FILES**

- 24.01 (a) The Parties to this Collective Agreement recognize the desirability and value of Employee performance reviews and joint participation in such process by both the Employee and the Supervisor. This is a non-disciplinary process.
- (b) Performance reviews shall be for the constructive review of the performance of the Employee.
- (c) An Employee will meet with their Supervisor annually to discuss Employee's performance.

- (d) Performance review meetings will take place during an Employee's scheduled hours of work with at least forty-eight (48) hours advance notice to the Employee;
- 24.02 Employee performance reviews, including any documents resulting from the review, shall be in electronic format and available to the Employee through the Employer's online performance management tool.
- 24.03 The Employee shall be given access to the online performance management tool and their performance review at the time of their Performance Review. The Employee shall have the right to respond within the online performance management tool.
- 24.04 As part of the performance review process, the Supervisor and the Employee will develop goals for the next performance period.
- 24.05 Both the Supervisor and the Employee shall have access to the on-line performance management tool so that progress can be reviewed on a regular basis.
- 24.06 **Personnel File**
  - (a) By appointment made at least one (1) working day in advance, an Employee may view their personnel file. Access to the personnel file shall not be unreasonably denied. The Employee may be required to report to the Human Resources office to view the file.
  - (b) An Employee shall be given a copy of the contents of their personnel file upon request, not more frequently than once in a calendar year, provided that they first pay to the Employer a reasonable fee, established by the Employer, to cover the cost of copying.
- 24.07 An Employee's performance appraisal shall not be released by the Employer to any person except to a Board of Arbitration, the Employer's Counsel or as required by law, without the written consent of the Employee.

## **ARTICLE 25: SICK LEAVE**

- 25.01 (a) Sick Leave is provided by the Employer as a form of insurance, for the purpose of maintaining regular earnings, during absences due to illness or accidents for which compensation is not payable under the *Workers' Compensation Act* or for quarantine by the Medical Officer of Health;

- (b) The Employer recognizes that alcoholism, drug addiction and mental illness, are illnesses that can respond to therapy and treatment, and that absences from work due to such therapy shall be considered Sick Leave.
- 25.02 An Employee shall be allowed a credit for sick leave from the date of employment at the rate of one and one-half (1 ½) working days for each full month of employment up to a maximum credit of one hundred and twenty (120) working days (nine hundred and thirty hours (930)).
- 25.03 Sick leave shall not accrue during the period of such absence in excess of thirty (30) days in the case of:
  - (a) illness;
  - (b) injury;
  - (c) leave of absence;
  - (d) unpaid leave while in receipt of weekly indemnity as provided for by the Short Term Disability Insurance Plan or the Long Term Disability Insurance Plan;
  - (e) periods while in receipt of compensation from the Workers' Compensation Board;
- 25.04
  - (a) Employees reporting sick shall advise the Employer as soon as possible and regularly thereafter as required by the Employer;
  - (b) In the absence of reasons acceptable to the Employer, failure to give the proper notice may result in loss of Sick Leave benefits for that day of absence.
- 25.05 Subject to the above Clauses of this Article, an Employee granted Sick Leave shall be paid, at their basic rate of pay for regularly scheduled shifts absent due to illness, and the number of hours thus paid shall be deducted from their accumulated Sick Leave credits up to the total amount of their accumulated credits at the time the sick leave commenced.
- 25.06 Employees may be required to submit satisfactory proof to the Employer of any illness, non-occupational accident, or quarantine. Such disclosure will not be required to be in the form of confidential medical information. Payment of Sick Leave benefit shall not be effected until required substantiation has been supplied.

- 25.07 When an Employee has accrued the maximum sick leave credit of one hundred and twenty (120) working days (nine hundred and thirty (930) hours) they shall no longer accrue Sick Leave credits until such time as their total accumulation is reduced below the maximum. At that time they shall recommence accumulating Sick Leave credits.
- 25.08 If an Employee requires time off for the purpose of attending a dental, physiotherapy, optical or medical appointment because the named health care provider is not available during the Employee's off hours or off days, provided they has been given prior authorization by the Employer, such absence shall be charged against their accumulated sick leave. Employees may be required to submit satisfactory proof of such appointment.
- 25.09 (a) No sick leave shall be granted for any illness which is incurred once an Employee commences their vacation, in this event, the Employee will be receiving vacation pay. For the purposes of this Article, vacation is deemed to have commenced on the completion of the last regularly scheduled shift worked prior to the vacation period inclusive of scheduled days off.
- (b) Sick leave shall be granted:
- (i) if an Employee becomes ill during their vacation period only after the expiry of the Employee's vacation and provided the illness continues beyond the vacation;
- (ii) for the period of sick time falling within a scheduled vacation period provided that the Employee becomes ill prior to the commencement of the scheduled vacation. If the Employee so wishes, the number of sick days paid within the scheduled vacation period shall be considered as vacation days not taken and may be rescheduled to a later date.
- (c) Notwithstanding the foregoing, should an Employee demonstrate to the satisfaction of the Employer that they were admitted to hospital as an "in patient" during the course of their vacation, they shall be considered to be on sick leave for the period of hospitalization and subsequent period of recovery provided they notifies their Employer upon return from vacation and provides satisfactory proof of their hospitalization. Vacation time not taken as a result of such stay in the hospital shall be rescheduled to a mutually agreeable time.
- 25.10 Upon the request of an Employee, the Employer shall advise an Employee of their accrued Sick Leave credits. Information on an Employee's sick leave and sick leave entitlement shall be confidential unless the Employee consents in writing to such release.

- 25.11 An Employee who has exhausted their sick leave credits during the course of an illness, and the illness continues, shall be deemed to be on sick leave without pay or if applicable, until such time as they qualify for STD, for the duration of the illness or as provided below, whichever first occurs. The Employee shall keep the Employer advised as to when they shall be expected back to work and shall provide the Employer with fourteen (14) days written notice of readiness to return to work and:
- (a) if the Employee is capable of performing the duties of their former position they shall be reinstated by the Employer in the same position which they held immediately prior to their disability at not less than the same increment in the salary schedule and other benefits that accrued to their prior to their disability.
  - (b) if the Employee is incapable of performing the duties of their former position but is capable of performing the duties of their former classification, a reasonable effort shall be made by the Employer to place them in an available position that they are capable of performing. In such a case the Parties agree to waive the posting provisions of the Collective Agreement.
- 25.12 The reinstatement of an Employee in accordance with this Article shall not be construed as being in violation of the posting and/or scheduling provisions.

## **ARTICLE 26: EMPLOYEE BENEFIT PLANS**

- 26.01 The Employer shall provide the following group plans for which participation is compulsory for eligible Employees:
- (a) SunLife Supplementary Benefits Plan, or equivalent, which provides eighty percent (80%) direct payment provision for eligible physician or dentist prescribed medication;
  - (b) Group benefits plans, inclusive of:
    - (i) Group Life Insurance (Basic);
    - (ii) Accidental Death and Dismemberment (Basic);

- (iii) Short Term Disability (income replacement for a period of up to one hundred and twenty (120) working days during a qualifying disability equal to sixty-six point six seven percent (66.67%) of basic weekly earnings to the established maximum following a seven (7) day elimination period where applicable. The Short-Term Disability shall become effective on the first (1st) working day following the expiry of sick leave credits in the case of absence due to injury or hospitalization. In the particular case of Employees who have insufficient sick leave credits to satisfy the seven (7) calendar day elimination period, the Short Term Disability shall commence on the eighth (8th) day following the commencement of non-hospitalized sickness).
- (iv) Long Term Disability (income replacement during a qualifying disability equal to sixty-six point six seven percent (66.67%) of basic monthly earnings to the established maximum following a one hundred and twenty (120) working day elimination period).
- (v) SunLife Dental Plan, or equivalent, including services mainly diagnostic and preventive in nature; which plan provides eighty percent (80%) reimbursement of eligible dental expenses, eighty percent (80%) of eligible Basic Services, fifty percent (50%) of eligible Extensive Services, and fifty percent (50%) of eligible Orthodontic Services, in accordance with the current Alberta Blue Cross or equivalent, Usual and Customary Dental Fee Guide.
- (vi) A maximum annual reimbursement of three thousand dollars (\$3,000.00) per insured person per benefit year shall apply to extensive services. Orthodontic services shall be subject to a lifetime maximum reimbursement of three thousand dollars (\$3,000.00) per insured person.

(c) E.I. Sub Plan

At the Employer's option an "EI SUB Plan" to supplement an eligible Employee's Employment Insurance to meet the Employer's obligation to provide disability payments during the valid health-related period for being absent from work due to pregnancy. The valid health-related period is one for which they have the medical substantiation required.

26.02 The premium costs shall be shared seventy-five percent (75%) by the Employer and twenty-five percent (25%) by the Employee.

The Employer will implement coverage for new Employees when:

- (a) Full-time Employees have successfully completed three (3) full continuous months of work.
- (b) Part-time Employees have successfully completed three (3) full continuous months of work. Part-time Employees must be regularly scheduled to work on average at least fifteen (15) hours per week to remain eligible.
- (c) Temporary Employees must be hired to work in a position for more than six (6) months and must be regularly scheduled to work on average at least fifteen (15) hours per week to remain eligible.

26.03 The Employer will provide one copy of each of the Benefit Plans to the Union and shall advise the Union of all premium rate changes.

26.04 The Employer shall distribute to all Employees brochures and other relevant information concerning the above plans upon hiring and when there are changes to the plan. Such notice of changes will also include the Union.

#### **ARTICLE 27: PENSION PLAN**

27.01 The Employer shall contribute to the Local Authorities Pension Plan (LAPP) for retirement benefits for eligible participating Employees in accordance with the regulations of the Plan.

27.02 The Employer shall distribute to all Employees brochures and other relevant material outlining the above Plan between the Employee's date of hire and expected date of Plan eligibility and advise Employees when there are changes to the Plan.

#### **ARTICLE 28: CASUAL EMPLOYEES**

28.01 The provisions of this Collective Agreement shall not apply to Casual Employees except as provided by this Article.

##### **Hours of Work**

28.02 (a) Hours of work for a Casual Employee, exclusive of a meal period, shall be up to seven and three-quarter ( $7\frac{3}{4}$ ) hours in a day.

(b) Casual Employees will not be required to work in excess of seven (7) consecutive shifts except by mutual agreement.



- (c) A Casual Employee will not be required to work in a manner where the ratio of work days to non work days exceeds 5:2 averaged over the complete cycle of the shift schedule.
- (d) Hours of work shall be deemed to:
  - (i) include, as scheduled by the Employer, two (2) rest periods of fifteen (15) minutes during each full working shift of seven and three-quarter ( $7\frac{3}{4}$ ) hours: or
  - (ii) include, as scheduled by the Employer, one (1) rest period of fifteen (15) minutes during each shift of not less than four (4) hours; and
  - (iii) exclude a meal period of thirty (30) minutes to be scheduled by the Employer during each working day in which the Employee works in excess of four (4) hours.
  - (iv) When an Employee is required by the Employer to remain readily available for duty during their meal period, they shall be paid for the meal period at their basic rate of pay unless they are permitted to take compensating time off for the full meal period at a later time in the shift. Such paid meal period shall not be included in the calculation of regular hours of work.
  - (v) if an Employee is required to work during their meal period or rest period they shall be given a full meal period or rest period later in their shift, or where that is not possible, be paid for the meal period or rest period as follows:
    - (A) for a rest period, at two times (2X) their basic rate of pay rather than at straight time; or
    - (B) for a meal period for which the Employee is entitled to be paid in accordance with Article 28.02(d)(iv), at two times (2X) their basic rate of pay in lieu of the premium in 28.02 (d) (iv); or
    - (C) for a meal period for which the Employee is not otherwise entitled to be paid, at two times (2X) their basic rate of pay
    - (D) Only meal or rest periods which result in more than 7.75 hours being worked in a day may be banked for the purpose of lieu time.

- 28.03 (a) No Casual Employee shall be scheduled except with their consent. However, the Employer has the right to review a casual Employee's availability for work. If an Employee has not made them self reasonably available for work the Employer will notify the Employee of their insufficient availability in writing. Thereafter, if the Employee continues to not make them self reasonably available they shall, in the absence of a good and sufficient reason, be deemed to have resigned. Written notice of the deemed resignation shall be provided to the Employee and the Union. Other employment may not constitute a good and sufficient reason for failing to be reasonably available for work.
- (b) Employees shall be aware that, in the course of their regular duties, they may be required to work on various shifts throughout the twenty-four (24) hour period of the day and the seven (7) days of the week. The first shift of the working day shall be one wherein the majority of hours worked fall between twenty-four hundred (2400) and zero eight hundred (0800) hours.
- 28.04 In the event that a Casual Employee reports to work as scheduled or called and the Employer cancels their shift, the Employee shall be paid three (3) hours pay at the Employee's basic rate of pay.

### **Overtime**

- 28.05 (a) Overtime is all time authorized by the Employer and worked by an Employee in excess of seven and three-quarter ( $7\frac{3}{4}$ ) hours per day;
- (b) The overtime rate of two times (2X) the applicable basic rate of pay shall be paid for overtime worked.
- (c) The Employer shall designate an individual who may authorize overtime.
- (d) Authorization for overtime after the fact by the Employer shall not be unreasonably denied where overtime arises as a result of unforeseeable circumstances in which it is impossible to obtain prior authorization.
- (e) Overtime may be accumulated and taken in time off at a mutually acceptable time at the applicable premium rate. Time off not taken by the last day of March in any given year shall be paid out.

- (f) Except in cases of emergency, no Employee shall be required or permitted to work more than a total of sixteen (16) hours (inclusive of regular and overtime hours) in a twenty-four (24) hour period beginning at the first hour the Employee reports for work.
- (g) Rest periods and meal periods shall be provided in accordance with the Hours of Work Article of this Collective Agreement.
- (h) Employees shall not be required to take time off during their regular scheduled shifts to equalize any overtime worked previously.

### **Salaries**

28.06 The basic rate of pay for Casual Employees shall be as outlined in the Salaries Appendix and shall:

- (a) Be effective on the dates specified herein.
- (b) Subject to any of the other terms of this Collective Agreement providing for the withholding or delay in granting of an increment, an Employee's basic rate of pay will be advanced to the next higher basic rate of pay following two thousand and twenty-two point seven five (2022.75) regular hours worked with the Employer. Lieu time taken as part of regular hours worked to be included for the purpose of advancement to the next salary increment.
- (c) Form part of this Collective Agreement.

### 28.07 **Shift Differential**

A shift differential of two dollars and seventy-five cents (\$2.75) per hour shall be paid to Employees working a shift where the majority of such shift falls within the period of seventeen hundred (1700) hours to zero seven hundred (0700) hours.

All premiums payable under this Article shall not be considered as part of the Employee's basic rate of pay.

### 28.08 **Weekend Premium**

A weekend premium of three dollars and twenty-five cents (\$3.25) per hour shall be paid to Employees working a shift wherein the majority of such shift falls within the period commencing seventeen hundred (1700) hours on a Friday and zero seven hundred hours (0700) of the following Monday;

All premiums payable under this Article shall not be considered as part of the Employee's basic rate of pay.

Where applicable, shift differential and weekend premium will both be paid.

**28.09 Transportation**

Casual Employees shall be covered by the Transportation Article of this Collective Agreement.

**28.10 Named Holidays**

- (a) Casual Employees shall be paid at one and one-half times ( $1\frac{1}{2}X$ ) their basic rate of pay for all hours worked on the Named Holiday pursuant to the Named Holiday Article.
- (b) Casual Employees shall be paid in addition to their basic rate of pay five percent (5%) of their basic rate of pay in lieu of the aforementioned Named Holidays named in the Named Holidays Article.

**28.11 Annual Vacations**

- (a) Vacation pay shall be paid in accordance with the following:
  - (i) during the first (1st) year of employment six percent (6%) of their regular earnings; or
  - (ii) during the second (2nd) to ninth (9th) years of employment eight percent (8%) of their regular earnings; or
  - (iii) during the tenth (10th) to nineteenth (19th) years of employment ten percent (10%) of their regular earnings; or
  - (iv) during the twentieth (20th) and subsequent years of employment twelve percent (12%) of their regular earnings.
- (b) Vacation pay for Casual Employees shall be included with the payment for hours worked.

**28.12 Dues Deduction**

Casual Employees shall be subject to dues deductions as provided in this Collective Agreement.

**28.13 Grievance Procedure**

Casual Employees shall be covered by the Grievance and Arbitration Articles of this Collective Agreement.

**28.14 Temporary Assignments**

Casual Employees shall be covered by the Temporary Assignment Article as provided in this Collective Agreement.

**28.15 Appointments, Transfers, Promotions and Vacancies**

A Casual Employee who transfers to full or part-time employment with the Employer shall be credited with the following entitlements earned during their casual employment provided the transfer to full or part-time employment is contiguous to their casual employment:

- (a) hours worked for salary increments;
- (b) hours worked for vacation entitlement;
- (c) seniority pursuant to the Seniority Article of this Collective Agreement.

**28.16** In addition to the foregoing, Casual Employees shall be covered by the following Articles or Clauses of this Collective Agreement:

- (a) Appointments, Promotions, Transfers and Vacancies;
- (b) Union Business (Clauses 4.01, 4.02, 4.04, 4.06 and 4.07)
- (c) No Discrimination;
- (d) No Strike or Lockout;
- (e) On-Call & Call-back;
- (f) Workers' Compensation;
- (g) Employee Evaluations and Personnel Files;
- (h) Employee Development;
- (i) Job Descriptions;
- (j) Employee Management Advisory Committee;

(k) Occupational Health & Safety;

**ARTICLE 29: PART-TIME EMPLOYEES**

29.01 All provisions of this Collective Agreement shall apply to regular part-time Employees, except:

Article 8 – Probationary Period  
Article 10 – Hours of Work  
Article 11 - Shift Schedules  
Article 12 – Overtime  
Article 16A – Salaries  
Article 18 – Annual Vacation  
Article 19 – Named Holidays  
Clause 20.06 – Bereavement Leave  
Article 25 – Sick Leave

Which are replaced with the following:

29.02 **Hours of Work**

Regular hours of work, exclusive of meal periods, shall be up to seven and three-quarters ( $7\frac{3}{4}$ ) consecutive hours in any day. The ratio of work days to non-work days shall not exceed 5:2 in the complete cycle of the shift schedule. At the time of hire or transfer, the Employer shall state in writing the specific number of hours per shift cycle, which shall constitute the regular hours of work for each part-time Employee. Such hours shall not be altered except by the operation of the provisions of this Collective Agreement.

29.03 **Regular hours of work shall be deemed to:**

- (a) include, as scheduled by the Employer, two (2) rest periods of fifteen (15) minutes during each full working shift of seven and three-quarter ( $7\frac{3}{4}$ ) hours; or
- (b) include, as scheduled by the Employer, one (1) rest period of fifteen (15) minutes during each shift of not less than four (4) hours; and
- (c) exclude a meal period of thirty (30) minutes to be scheduled by the Employer during each working day on which the Employee works in excess of four (4) hours;

- (d) When an Employee is required by the Employer to remain readily available for duty during their meal period, they shall be paid for the meal period at their basic rate of pay unless they are permitted to take compensating time off for the full meal period at a later time in the shift. Such paid meal period shall not be included in the calculation of regular hours of work.
- (e) If an Employee is required to work during their meal period or rest period they shall be given a full meal period or rest period later in their shift, or, where that is not possible, be paid for the meal period or rest period as follows:
  - (i) for a rest period, at two times (2X) their basic rate of pay rather than at straight time; or
  - (ii) for a meal period for which the Employee is entitled to be paid in accordance with Article 29.03(d), at two times (2X) their basic rate of pay in lieu of the premium in 29.03 (d)
  - (iii) for a meal period for which the Employee is not otherwise entitled to be paid, at two times (2X) their basic rate of pay.
  - (iv) Only meal or rest periods which result in more than seven and three quarters ( $7\frac{3}{4}$ ) hours being worked in a day may be banked for the purpose of lieu time.

29.04 An Employee shall be aware that they may be required to work various shifts throughout the twenty-four (24) hour day and the seven (7) days of the week. The first shift of the working day shall be the one wherein the majority of hours worked fall between 2400 and 0800 hours.

**29.05 Shift Scheduling Standards and Premiums for Non-compliance**

- (a) Except in cases of emergency or by mutual agreement between the Employer and the Employee, shift schedules shall provide for:
  - (i) at least two (2) of the scheduled days off to be consecutive in each two (2) week period;
  - (ii) where possible, one (1) weekend off in each two (2) week period but, in any event, two (2) weekends off in each five (5) week period;
  - (iii) at least twelve (12) hours off duty between the end of one shift and the commencement of the next shift;

- (iv) not more than seven (7) consecutive scheduled days of work.
- (b) Where the Employer is unable to provide the provisions of Sub-clause 29.05(a) (i), (ii), or (iii), and an emergency has not occurred, nor has it been mutually agreed otherwise, the following conditions shall apply:
  - (i) failure to provide days off in accordance with Sub-clause 29.05(a)(i) shall result in the payment to each affected Employee of overtime pursuant to the Overtime Article of this Collective Agreement for one (1) regular shift worked during the two (2) week period;
  - (ii) failure to provide both of the required two (2) weekends off duty in accordance with Sub-clause 29.05(a)(ii) shall result in payment to each affected Employee of overtime pursuant to the Overtime Article of this Collective Agreement for each of four (4) regular shifts worked during the five (5) week period;
  - (iii) failure to provide one (1) of the required two (2) weekends off duty in accordance with Sub-clause 29.05(a)(ii) shall result in payment to each affected Employee of overtime pursuant to the Overtime Article of this Collective Agreement for each of two (2) regular shifts worked during the five (5) week period;
  - (iv) failure to provide twelve (12) hours off duty in accordance with Sub-clause 29.05(a) (iii) shall result in payment of overtime pursuant to the Overtime Article of this Collective Agreement for hours worked on that next shift.
- (c) For the purpose of this provision, “weekend” shall mean a consecutive Saturday and Sunday assuring a minimum of fifty-six (56) hours off duty.
- (d) An Employee required to rotate shifts shall be assigned day duty approximately one-third ( $\frac{1}{3}$ ) of the time unless mutually agreed to by the Employer and Employee provided that, in the event of an emergency or where unusual circumstances exist, the Employee may be assigned to such shift as deemed necessary by the Employer.

For the purpose of applying this provision:

- (i) scheduled days off shall not be considered as day duty; and



- (ii) time off on vacation shall only be considered as day duty if day duty would have been worked by the Employee according to the shift schedule save and except for the vacation.

**29.06 Schedule Posting and Schedule Changes**

- (a) Unless otherwise agreed between the Employer and the Union, shift schedules shall be available eight (8) weeks in advance. If a shift schedule is changed after being made available, the affected Employees shall be provided with at least seven (7) calendar days' notice of the new schedule. In the event that an Employee's schedule is changed in the new shift schedule and they are not provided with at least seven (7) calendar days' notice, they shall be entitled to premium payment subject to the provisions of Sub-clause 29.03(b), (c) and (d).
- (b) Unless an Employee is given at least seven (7) calendar days' notice of a change of their scheduled day(s) off, they shall be paid two times (2X) the Basic Rate of Pay for hours worked on the first shift of the changed schedule unless such change is at the Employee's request.
- (c) If, in the course of a posted schedule, the Employer changes the Employee's scheduled shift (i.e., days to evenings, days to nights or evenings to nights) but not their day off, they shall be paid overtime pursuant to the Overtime Article of this Collective Agreement for hours worked on the first shift of the changed schedule unless at least seven (7) calendar days' notice of such change has been given.
- (d) If, in the course of a posted schedule, the Employer changes the Employee's shift start time by more than two (2) hours, they shall be paid overtime pursuant to the Overtime Article of this Collective Agreement for hours worked on this shift unless at least seven (7) calendar days' notice of such change has been given.

29.07 The Employer, in scheduling shifts, shall take into consideration an Employee's request for certain shift schedules, subject to the requirements of Clause 29.05.

29.08 When the Employer approves an Employee's request to temporarily change/trade their scheduled hours of work, such schedule change will not constitute an "Employer" schedule change as contemplated in Articles 11 and 29.

Employer approval of the foregoing schedule changes shall be subject to operational requirements and will not result in additional cost to the

Employer. In all cases, Employees will be paid at straight time with no eligibility for premiums.

- 29.09 In the event that a part-time Employee reports for work as scheduled and is required by the Employer not to commence work but to return to duty at a later hour, they shall be compensated for that inconvenience by receiving two (2) hours pay at their basic rate of pay.

Should a part-time Employee report and commence work as scheduled and be required to cease work prior to completion of their scheduled shift and return to duty at a later hour, they shall receive their basic hourly rate of pay for all hours worked with an addition of two (2) hours pay at their basic rate of pay for that inconvenience.

- 29.10 A part-time Employee shall not be scheduled to work more than two (2) different shifts between scheduled days off except as mutually agreed between the Employer and the Employee.

- 29.11 (a) A part-time Employee may work additional shifts.
- (b) Where a part-time Employee volunteers or agrees when requested to work additional shifts, they shall be paid their basic rate for such hours, or if applicable, at the overtime rate(s) provided in Clause 29.13:
- (i) for those hours worked in excess of seven and three-quarter ( $7\frac{3}{4}$ ) hours in a day; or
  - (ii) for work performed by the Employee on days in excess of the work ratio referred to in Clause 29.02.
- (c) Where the Employer requires a part-time Employee to work without their having volunteered or agreed to do so, they shall be paid the applicable overtime rate provided in Clause 29.13.
- (d) Subject to operational requirements, the Employer will not unreasonably deny an Employee's request for vacation under this Collective Agreement.

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

### 29.13 **Overtime**

- (a) Overtime is all time authorized by the Employer and worked by an Employee in excess of seven and three-quarter ( $7\frac{3}{4}$ ) hours per day.
- (b) The overtime rate of two times (2X) the applicable basic rate of pay shall be paid for overtime worked. An Employee will be paid for all overtime hours worked on any day worked in excess of the work ratio pursuant to the Shift Schedules Article of this Collective Agreement.
- (c) The Employer shall designate an individual who may authorize overtime.
- (d) Authorization for overtime after the fact by the Employer shall not be unreasonably denied where overtime arises as a result of unforeseeable circumstances in which it is impossible to obtain prior authorization.
- (e) Overtime may be accumulated and taken in time off at a mutually acceptable time at the applicable premium rate. Time off not taken by the last day of March in any given year shall be paid out.
- (f) Except in cases of emergency, no Employee shall be required or permitted to work more than a total of sixteen (16) hours (inclusive of regular and overtime hours) in a twenty-four (24) hour period beginning at the first hour the Employee reports for work.
- (g) Rest periods and meal periods shall be provided in accordance with the Hours of Work Article of this Collective Agreement.
- (h) Employees shall not be required to take time off during their regular scheduled shifts to equalize any overtime worked previously.

### 29.14 **Named Holidays**

A Part-time Employee required to work on a Named Holiday pursuant to the Named Holidays Article shall be paid at one and one-half times ( $1\frac{1}{2}X$ ) their basic rate of pay for work performed up to nine and three-quarter ( $9\frac{3}{4}$ ) hours. Two times (2X) their basic rate of pay shall be paid for work in excess of nine and three-quarter ( $9\frac{3}{4}$ ) hours on such day.

- 29.15 Part-time Employees shall be paid, in addition to their basic rate of pay, five percent (5%) of this rate per pay period in lieu of the Named Holidays named in the Named Holidays Article.

- 29.16 (a) Unless an Employee requests otherwise, each part-time Employee shall be scheduled so as to be given either Christmas Day or New Year's day off.
- (b) Subject to operational requirements, the Employer shall rotate, as evenly as possible amongst Employees in a department, the requirement to work on a Named Holiday.

**29.17 Annual Vacation**

Part-time Employees shall be entitled to receive time off with pay for vacation purposes based on the number of calendar years of continuous employment as outlined below:

Hours worked including vacation but exclusive of overtime X The applicable % outlined below = Number of hours of paid vacation time to be taken in the next vacation year

Year(s) of Continuous Employment Completed	Vacation Entitlement
1	6.00%
2-9	8.00%
10-19	10.00%
20+	12.00%

**Supplemental Vacation**

The supplementary vacations as set out below are to be banked on the outlined supplementary vacation employment anniversary date and taken at a mutually agreeable time subsequent to the current supplementary vacation employment anniversary date but prior to the next supplementary vacation employment anniversary date:

- (a) Upon reaching the employment anniversary of twenty-five (25) years of continuous service, Employees shall have earned an additional 2% vacation entitlement.
- (b) Upon reaching the employment anniversary of thirty (30) years of continuous service, Employees shall have earned an additional 2% vacation entitlement.
- (c) Upon reaching the employment anniversary of thirty-five (35) years of continuous service, Employees shall have earned an additional 2% vacation entitlement.

- (d) Upon reaching the employment anniversary of thirty-five (40) years of continuous service, Employees shall have earned an additional 2% vacation entitlement.
- (e) Upon reaching the employment anniversary of thirty-five (45) years of continuous service, Employees shall have earned an additional 2% vacation entitlement.

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

$$\begin{array}{l}
 \text{Hours worked} \\
 \text{during the} \\
 \text{vacation year at} \\
 \text{the rate specified} \\
 \text{in this Article}
 \end{array}
 \times
 \begin{array}{l}
 \text{The applicable} \\
 \% \text{ as outlined} \\
 \text{below}
 \end{array}
 =
 \begin{array}{l}
 \text{Number of hours of paid,} \\
 \text{Supplementary vacation} \\
 \text{time to be taken in the} \\
 \text{current supplementary} \\
 \text{vacation period}
 \end{array}$$

**29.18 Vacation Entitlement**

Time of Vacation

- (a) All vacation earned during one (1) vacation year shall be taken during the next following vacation year, at a mutually agreeable time, except that an Employee may be permitted to carry forward a portion of vacation entitlement to the next vacation year. Requests to carry forward vacation shall be made, in writing, and shall be subject to the approval of the Employer.
- (b) Notwithstanding Sub-clause 29.02(a) above, an Employee shall have the right to utilize vacation credits during the vacation year in which they are earned, provided the following conditions are met:
  - (i) such utilization does not exceed the total credits earned by an Employee at the time of taking vacation; and
  - (ii) such vacation is taken at a mutually agreeable time.
- (c) An Employee may request vacation leave during any period of the year.

- (d) Upon the request of an Employee, earned vacation credits may be divided into more than one (1) vacation period if approved by the Employer. Such request shall not be unreasonably denied. Vacation leave will be deemed to have commenced on the first regularly scheduled work day absent on vacation leave and continue on consecutive calendar days until return to duty.
- 29.19 The Employer shall post a twelve (12) calendar month vacation schedule planners at the work site in accordance with its current practice.
- 29.20 An Employee shall submit their choice of vacation dates to the Employer for approval within the time frames established by the Employer.
- 29.21 An Employee will submit their annual vacation request on or before the March 31 deadline if they wish to exercise their seniority for their vacation request. Annual vacation requests received after the March 31 deadline will be on a first-come first served basis for that vacation year.
- 29.22 In expressing their vacation preferences, subject only to the Employer's operational requirements, an Employee will have a guarantee of vacation in at least one (1) of three (3) "prime times".  
  
"Prime times" will be as follows:
  - (a) Easter from one (1) week before until one (1) week after Easter Sunday in each year;
  - (b) Summer from June 1 until October 1 in each year;
  - (c) Christmas from December 15 of one calendar year until January 2 of the following calendar year.
- 29.23 An Employee can only use their seniority to obtain the same vacation "prime time" two (2) years in a row.
- 29.24 Subject to operational requirements, every reasonable effort will be made to grant Employees their choice of vacation.
- 29.25 The Employer will respond to vacation requests within three (3) weeks of the deadlines or within three (3) weeks of requests received after the deadlines.

29.26 **Sick Leave**

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

29.27 An Employee shall be allowed a credit for sick leave (pro-rated relative to a full-time Employee) from the date of employment at the rate of one and one-half (1<sup>1/2</sup>) working days for each full month of employment up to a maximum credit of one hundred and twenty (120) working days (nine hundred and thirty (930) hours).

Sick leave shall not accrue during the period of such absence in excess of thirty (30) days in the case of:

- (a) illness;
- (b) injury;
- (c) leave of absence;
- (d) unpaid leave while in receipt of weekly indemnity as provided for by the Short Term Disability Insurance Plan or the Long Term Disability Insurance Plan; and
- (e) periods while in receipt of compensation from the Workers' Compensation Board.

29.28 (a) Employees reporting sick shall advise the Employer as soon as possible and regularly thereafter as required by the Employer;

(b) In the absence of reasons acceptable to the Employer, failure to give the proper notice may result in loss of Sick Leave benefits for that day of absence.

- 29.29 Subject to the above, a Part-time Employee granted sick leave shall be paid for the period of such leave at the basic rate of pay and the number of hours thus paid shall be deducted from their accumulated sick leave credits up to the total amount of the Employee's accumulated credits at the time sick leave commenced.
- 29.30 Employees may be required to submit satisfactory proof to the Employer of any illness, non-occupational accident, or quarantine. Such disclosure will not be required to be in the form of confidential medical information. Payment of Sick Leave benefit shall not be effected until required substantiation has been supplied.
- 29.31 When a Part-time Employee has accrued the maximum sick leave credit of one hundred and twenty (120) working days (nine hundred and thirty (930) hours), they shall no longer accrue sick leave credits until such time as their total accumulation is reduced below the maximum. At that time they shall recommence accumulating sick leave credits.
- 29.32 If a Part-time Employee requires time off for the purpose of attending a dental, physiotherapy, optical or medical appointment because the named health care provider is not available during the Employee's off hours or off days, provided they have been given prior authorization by the Employer, such absence shall be charged against their accumulated sick leave. Employees may be required to submit satisfactory proof of such appointment.
- 29.33 (a) No sick leave shall be granted for any illness which is incurred once an Employee commences their vacation, in this event, the Employee will be receiving vacation pay. For the purposes of this Article, vacation is deemed to have commenced on the completion of the last regularly scheduled shift worked prior to the vacation period inclusive of scheduled days off.
- (b) Sick leave shall be granted:
- (i) if an Employee becomes ill during their vacation period only after the expiry of the Employee's vacation and provided the illness continues beyond the vacation;
  - (ii) for the period of sick time falling within a scheduled vacation period provided that the Employee becomes ill prior to the commencement of the scheduled vacation. If the Employee so wishes, the number of sick days paid within the scheduled vacation period shall be considered as vacation days not taken and may be rescheduled to a later date.



- (c) Notwithstanding the foregoing, should an Employee demonstrate to the satisfaction of the Employer that they were admitted to hospital as an “in patient” during the course of their vacation, they shall be considered to be on sick leave for the period of hospitalization and subsequent period of recovery provided they notifies their Employer upon return from vacation and provides satisfactory proof of their hospitalization. Vacation time not taken as a result of such stay in the hospital shall be rescheduled to a mutually agreeable time.
  
- 29.34 Upon the request of an Employee, the Employer shall advise an Employee of their accrued Sick Leave credits. Information on an Employee’s sick leave and sick leave entitlement shall be confidential unless the Employee consents in writing to such release.
  
- 29.35 An Employee who has exhausted their sick leave credits during the course of an illness, and the illness continues, shall be deemed to be on sick leave without pay or if applicable, until such time as they qualifies for STD, for the duration of the illness or as provided below, whichever first occurs. The Employee shall keep the Employer advised as to when they shall be expected back to work and shall provide the Employer with fourteen (14) days written notice of readiness to return to work and:
  - (a) if the Employee is capable of performing the duties of their former position they shall be reinstated by the Employer in the same position which they held immediately prior to their disability at not less than the same increment in the salary schedule and other benefits that accrued to them prior to their disability.
  - (b) if the Employee is incapable of performing the duties of their former position but is capable of performing the duties of their former classification, a reasonable effort shall be made by the Employer to place them in an available position that they is capable of performing. In such a case the Parties agrees to waive the posting provisions of the Collective Agreement.
  
- 29.36 The reinstatement of an Employee in accordance with this Article shall not be construed as being in violation of the posting and/or scheduling provisions.

### 29.37 **Bereavement Leave**

- (a) Upon request, an Employee shall be granted five (5) consecutive calendar days without loss of regular earnings in the event of a death of a member of the Employee's immediate family (i.e. spouse, child, parent, brother, sister, mother-in-law, father-in-law, son-in-law, daughter-in-law, brother-in-law, sister-in-law, grandparent, grandchild, guardian or fiancé). Spouse shall include common-law and/or same sex relationship. Step-parent, step-children, step-brother and step-sister shall be considered as members of the Employee's immediate family.

Upon request, an Employee shall be granted three (3) consecutive calendar days without loss of regular earnings in the event of a death of an Employee's aunt or uncle.

The Employer may extend the above bereavement leave by up to two (2) additional days without loss of regular earnings in the event travel in excess of two hundred (200) kilometres is required to attend the funeral.

Bereavement leave shall be taken within the ten (10) consecutive calendar days commencing with the date of the death.

- (b) In the event of a death of another relative or close friend, the Employer may grant up to one (1) working day off with pay to attend the funeral services.
- (c) Employees may be required to substantiate, in the form prescribed by the Employer, any claim for bereavement leave. Payment of bereavement leave benefit shall not be effected until required substantiation has been supplied.

### 29.38 **Salaries**

- (a) Basic salary scales and increments shall be as set out in the Salaries Appendix and shall:
  - (i) be effective on the dates specified therein;
  - (ii) be applicable to an Employee employed in a designated classification only when such classification has been created within the work force of the Employer and falls within the scope of this bargaining unit;
  - (iii) form a part of this Collective Agreement.

- (b) (i) Subject to any of the other terms of this Collective Agreement providing for the withholding or delay in granting of an increment, an Employee's basic rate of pay will be advanced to the next higher basic rate of pay following in the case of a part-time Employee, two thousand and twenty-two point seven five (2022.75) hours worked with the Employer.
  - (ii) The regular hours that an Employee would have worked during the following Employer paid leaves will be considered as regular hours worked for the purpose of advancing to the next increment: vacation, sick leave, lieu time taken, court appearance, bereavement, special leave and education leave. In addition, the hours equivalent to an Employee's FTE for the first 12 months of an unpaid education leave will be credited toward an Employee's salary increment.
- (c) Both parties to this Collective Agreement recognize that Employees normally improve in skill and ability relative to experience. In the event that there is reason to believe that such improvement has not occurred, an annual increment may be withheld. Where an increment is withheld, the Employee and Union shall be so advised, in writing, and the Employee's performance will be evaluated, in writing on a month-to-month basis. After they reaches a satisfactory performance level, the increment shall be granted as of that date. The Employee's anniversary date for increment purposes shall not be changed and will be subject to 29.38 (b).

29.39 For part-time Employees, probation period means five hundred and three point seven five (503.75) regular hours worked exclusive of overtime or fifty-two (52) weeks continuous employment whichever first occurs immediately following the date on which the current period of continuous employment commenced. If, in the opinion of the Employer, the Employee is found to be unsatisfactory, they may be terminated without notice and without recourse to the grievance procedure. Hours worked as a Casual Employee in the same classification shall be considered as contributing to the completion of a probationary period up to a maximum of two hundred and forty-eight (248) hours provided that not more than three (3) months have elapsed since they worked for the Employer.

The Employer shall provide a written evaluation to each probationary Employee prior to the completion of their probationary period.

An Employee who has completed their probationary period and has remained in the employ of the Employer in a position covered by the Collective Agreement will not subsequently be placed on probation.

## **ARTICLE 30: TEMPORARY EMPLOYEES**

- 30.01 A Temporary Employee shall be covered by the terms of this Collective Agreement applicable to full-time or part-time Employees as the case may be with the exception of:
- (a) Article23 (Employee Evaluations);
  - (b) Article26 (Employee Benefits Plan) prior to the completion of six (6) months of continuous service;
  - (c) Article31 (Layoff and Recall);
- 30.02
- (a) A temporary Employee shall not have the right to grieve the termination of their employment when no longer required in that position or on completion of the term of the temporary position;
  - (b) The Employer shall provide at least fourteen (14) calendar days written notice of termination of their term position.
  - (c) A Regular Employee occupying a temporary position shall retain their seniority and shall not have the right to grieve placement pursuant to the Layoff and Recall Article of this Collective Agreement when no longer required in that capacity.
  - (d) Where a vacancy for a temporary position has been filled by the appointment of a casual Employee, and, where, at the completion of the expected term of the temporary position, the Employer decides that the Employee is no longer required in that position, they shall be reinstated to casual status.
- 30.03 A temporary Employee who transfers to full or part-time employment with the Employer shall be credited with the following entitlements earned during their temporary employment provided the transfer is contiguous to their temporary employment:
- (a) salary increments;
  - (b) vacation entitlement;
  - (c) seniority earned;
  - (d) sick leave earned but not taken.

## **ARTICLE 31: LAYOFF AND RECALL**

- 31.01 It is the exclusive right of the Employer to:
- (a) establish, and vary from time to time; the job classifications and the number of Employees if any, to be employed in any classification, or in any work place of the Centre; and
  - (b) assign to other classifications any, or all, of the duties normally performed by classifications of this bargaining unit when Employees from within this Bargaining Unit are not available.
- 31.02 The Employer and the Union shall meet fourteen (14) days prior to a layoff process occurring. The purpose of this meeting is to discuss the process of how layoffs will take place, review the current seniority list and discuss other relevant factors the parties agree upon.
- 31.03 When, in the opinion of the Employer, it becomes necessary to displace an Employee, due to reduction of the work force, or reduction in regularly scheduled hours of work, or wholly or partly discontinue an undertaking, activity or service, the Employer will notify the Employee and the Union at least fourteen (14) calendar days prior to the date of layoff. Such displacement shall be in reverse order of seniority within the Employee's classification in the affected work area. However, the Employer shall have the right to retain Employees who would otherwise be displaced when displacement in accordance with this Article would result in retaining Employees who are not capable and qualified to perform the work required.
- 31.04 Where the layoff results from an act of God, fire, flood or work stoppage by Employees not covered by this Collective Agreement, the fourteen (14) calendar days notice is not required.
- 31.05 A consultation meeting will be arranged by the Employer between the Employee, the Employer Representative(s) and the Union Representative(s) and will occur after the layoff notice is served on the Employee. The consultation process will not be delayed as a result of the unavailability of the Union Representative. When notice of layoff or displacement is delivered to an Employee in person, the Employee may be accompanied by a representative of the Union, if one is available.

An Employee whose position is being eliminated or whose regularly scheduled hours are being reduced or who is being displaced by a more senior Employee shall have up to twenty-four hours (excluding Saturdays, Sundays and Named Holidays) from the consultation meeting to provide the Employer with written notification of their choice to displace the least senior Employee in the bargaining unit who does not have a larger FTE in the same or lower classification provided they are qualified and capable of performing the work remaining and provided they has greater seniority than the least senior Employee in the bargaining unit who does not have a larger FTE in the same or lower classification.

- 31.06 To assist the Employee in indicating a preference of alternate positions, the Employee will have access to seniority lists, shift schedules, and a list of positions available prior to the consultation with the Employer. Consultation meetings shall not proceed until Employees have had access to such information.
- 31.07 Employees who:
- (a) refuse an offer by the Employer of alternate work in the bargaining unit for which they are qualified and capable to perform the work; or
  - (b) are not capable or qualified to perform the remaining work; or
  - (c) are not able to displace a less senior Employee,
- shall be provided with not less than fourteen (14) calendar days notice specifying the date on which they will be laid off.
- 31.08 If the Employer proposes to layoff an Employee, while they are on leave of absence, Workers' Compensation or absent due to illness or injury, they shall not be served with notice of layoff until they have advised the Employer of their readiness to return to work.
- 31.09 Employees affected by temporary layoff may elect to maintain coverage of contributory plans specified in the Employee Benefit Article of this Collective Agreement, provided that the Employee makes prior arrangements to pay the full premium costs. In the event the Employee works casual shift(s) the Employee shall remain responsible for the payment of the full premium costs and their recall status shall not be adversely affected.
- 31.10 (a) The Employer shall endeavour to offer opportunities for casual work to laid off Employees in order of their seniority before assigning the work to a casual Employee, providing the laid off Employee is qualified and capable of performing the work required.

- (b) A laid off Employee may refuse an offer of casual work without adversely affecting their recall status.
- (c) An Employee who accepts an offer of casual work shall be governed by the Collective Agreement provisions applicable to a Casual Employee. However, such Employee's recall status and seniority standing upon recall shall not be affected by the period of casual employment.

31.11 For the purpose of this clause, "Casual Work" shall mean:

- (a) work on a call-basis which is not regularly scheduled;
- (b) regularly scheduled work for a period of three (3) months or less for a specific job; or
- (c) work to relieve for an absence the duration of which is anticipated to be three (3) months or less.

31.12 No new regular or temporary Employees will be hired while there are other Employees within the bargaining unit on layoff as long as laid off Employees are qualified and capable of performing the work required.

31.13 **Recall**

- (a) When increasing the work force, recalls shall be carried out in order of seniority provided the Employee is capable and qualified of performing the work available. Vacancies shall be offered to Employees on recall who are capable and qualified to perform the available work on the basis of seniority, provided the vacancy is in the same classification with the same or smaller FTE as the Employee's pre-layoff FTE.
- (b) The method of recall shall be by telephone and, if such is not possible, by double registered letter sent to the Employee's last known place of residence. The Employee so notified will return to work as soon as possible but, in any event, not later than five (5) days following either the date of the telephone call or the date the letter was registered.

- (c) Rights to recall shall continue until an Employee has been recalled to a position in their pre-layoff/displacement classification whose hours of work are at least fifty percent (50%) of their pre-layoff/displacement hours of work or until the expiry of twelve (12) months following the layoff, whichever occurs first.
  - (d) If an Employee, who has not accepted recall to work, declines an offer of recall of at least 50% of the hours of their pre-layoff position, they shall be deemed to have voluntarily terminated their employment.
  - (e) If an Employee, who has accepted a recall to work, declines a further offer of recall, they shall forfeit any remaining recall rights.
- 31.14 The operation of this Article, including revision to shift schedules caused by lay-off or displacement, shall not constitute a violation of the terms of this Collective Agreement.
- 31.15 Notwithstanding the provisions of this Article, if an Employee is recalled for any length of time, other than for Casual Work, then that Employee's period of recall rights starts anew.

### **ARTICLE 32: TECHNOLOGICAL CHANGE**

- 32.01 Should the Employer find it necessary to introduce technological change by altering methods or utilizing different equipment, and if such change will displace Employees in the bargaining unit, the Employer will notify the Union with as much advance notice as possible of such change and will meet and discuss reasonable measures to protect the interests of Employees so affected.
- 32.02 If the Employer introduces technological change which results in the displacement of an Employee, the Employer shall make every reasonable effort to provide alternate employment for the affected Employee(s).
- 32.03 Where the alternate employment is in a lower paid classification, the Employee's basic rate of pay shall remain in effect (i.e. 'red-circled') for a period of twelve (12) months from the implementation date of the technological change. At the end of the twelve (12) month period the Employee shall be placed on the pay range of the lower paid classification so as to minimize the decrease in their hourly rate of pay.



- 32.04 Where alternate employment is not available, or where the Employee does not accept and/or refuses the alternate employment offered, the provisions of the Layoff and Recall Article of this Collective Agreement shall apply.

### **ARTICLE 33: DISCIPLINE & DISMISSAL**

- 33.01 Except for the dismissal of an Employee serving a probationary period, there shall be no dismissal or discipline except for just cause. Unacceptable behaviour and/or unsatisfactory performance by an Employee may be considered as just cause for discipline up to and including dismissal.
- 33.02 During a preliminary investigation that may lead to discipline and/or during a discipline meeting, an Employee shall have the right to be accompanied by a representative of the Union. Where the Employer schedules a disciplinary meeting, the Employee shall be given twenty-four (24) hours advance notice.
- 33.03 Unacceptable conduct and/or unsatisfactory performance by an Employee which is not considered by the Employer to be serious enough to warrant suspension or dismissal may result in a written warning, within twenty (20) working days of the date the Employer first became aware of, or reasonably should have become aware of the occurrence of the act. The written warning shall indicate that it is disciplinary action.
- 33.04 Copies of all notices of discipline or dismissal shall be placed on the affected Employee's personnel file and a copy forwarded to the Union within five (5) days of issuance excluding Saturdays, Sundays and Named Holidays;

An Employee who has been subject to disciplinary action may, after two (2) years of continuous service from the date the disciplinary measure was invoked, request in writing that their personnel file be cleared of any record of the disciplinary action. Such request shall be granted provided the Employee's file does not contain any further record of disciplinary action during the two (2) year period, of which the Employee is aware. The Employer will confirm in writing to the Employee that such action has been effected.

- 33.05 Nothing in this Article prevents the immediate suspension or the dismissal of an Employee for just cause.
- 33.06 If circumstances permit, an Employee who is dismissed shall receive their termination entitlements at the time of their dismissal.

33.07 Both Parties agree they will not deny reasonable requests for time extensions under this Article.

#### **ARTICLE 34: RESIGNATION/TERMINATION**

34.01 An Employee shall make every reasonable effort to provide to the Employer twenty-eight (28) calendar days notice, where possible, and shall, in any case, provide the Employer with at least fourteen (14) calendar days notice of their desire to terminate their employment.

34.02 If the required notice of termination is given, an Employee who voluntarily leaves the employ of the Employer shall receive the wages and vacation pay to which they are entitled on the day on which they terminate their employment.

#### **34.03 Vacation Pay on Resignation/Termination**

If an Employee resigns, any outstanding vacation entitlement shall be paid out.

34.04 An Employee shall be deemed to have terminated their employment when:

(a) an Employee absent for two (2) consecutive scheduled work days without notifying the Employer, shall be considered to have abandoned their position. An Employee who has abandoned their position may provide reasons as to why they were unable to notify the Employer of their absence. It is the discretion of the Employer to re-instate the Employee where the Employer deems the reasons for failure to notify as justifiable; or

(b) they do not return from lay-off as required by the Layoff and Recall Article or upon the expiry of twelve (12) months following lay-off during which time the Employee has not been recalled to work.

#### **ARTICLE 35: JOINT ADVISORY COMMITTEE**

35.01 There shall be a Joint Advisory Committee (Joint Committee) as outlined in Letter of Understanding #3.

35.02 The purpose of the Joint Advisory Committee is to promote a positive working relationship between Management and Employees, through discussion and recommendations regarding issues of mutual concern, regarding resident care and/or terms and conditions of employment.

- 35.03 The Joint Advisory Committee shall establish and amend as may be necessary from time to time its terms of reference. Such terms of reference, recommendations and decisions of the Joint Advisory Committee will not alter, amend, change, modify or be in conflict with the terms of the Collective Agreement.
- 35.04 There shall be no loss of regular pay for attendance at Joint Advisory Committee meetings.

### **ARTICLE 36: OCCUPATIONAL HEALTH & SAFETY**

- 36.01 The Union, the Employer and all Employees are committed to supporting and promoting a healthy and safe working and living environment in the Centre for Employees and residents. To support this commitment an Occupational Health & Safety Committee shall remain operational at the Centre.
- 36.02 The terms of reference of the Occupational Health & Safety Committee shall be agreed upon by the Union, Employer, and other Employee groups. The Committee members may request the attendance of guest(s) at an Occupational Health and Safety Committee meeting(s), and this shall not be unreasonably denied.
- 36.03 This Committee shall be composed of representatives of Management, a representative of the HSAA and representatives of other Employee groups. This Committee shall meet as required by the *Occupational Health & Safety Act* and Regulations or more frequently as determined by this Committee.
- Should there be an issue requiring the immediate attention of the Committee, the Employee or the Employer co-chair shall call a special meeting of the Committee.
- 36.04 This Committee shall consider such matters as occupational health and safety as well as consider measures necessary to ensure the security of each Employee on the premises at the Centre and may make recommendations in that regard. Should the recommendations not be implemented, or adequate steps taken towards implementation within two (2) months from the date the recommendation is made the Union Representative may direct that the item be referred to the Administrator of the Employer forthwith. A written reply will be given within fifteen (15) days (excluding Saturdays, Sundays & Named Holidays) of the request of the required information from the Committee. Requests for extension of timelines will not be unreasonably denied.

This Committee will function in accordance with the Regulations published pursuant to the *Occupational Health and Safety Act* and such other procedural rules as may be established by this Committee.

- 36.05 An Employee shall suffer no loss of regular earnings (i.e. basic rate of pay) for time spent carrying out the responsibilities of an Occupational Health & Safety Committee member.
- 36.06 The Joint Health and Safety Committee shall consider measures necessary to protect the psychological safety, health and wellness and physical safety of Employees at the workplace or due to issues arising from the workplace.
- 36.07 Where the Employer requires the Employee to receive specific immunization and titre, as a result of or related to the Employee's work, it shall be provided at no cost.
- 36.08 The Employer shall not unreasonably deny Employee representatives of the Health and Safety Committee(s) access to the workplace to conduct safety inspections.

### **ARTICLE 37: WORKERS' COMPENSATION**

- 37.01 An Employee who is unable to work as a result of a disability incurred while on duty in the service of the Employer and who qualifies for benefits pursuant to the *Workers' Compensation Act* will receive benefits directly from the Workers' Compensation Board.
- 37.02 Employees will be eligible to apply for sick leave benefits in accordance with the Sick Leave Article of this Collective Agreement during the period of time they are waiting for receipt of their claim from WCB. Sick leave benefits will be payable provided:
  - (a) the Employee has sick leave credits available; and
  - (b) the Employee meets the eligibility requirements for sick leave; and
  - (c) the Employee assigns their WCB benefits to the Employer, only to the extent that is required for the Employer to recover the money that was paid out for sick leave, once the WCB claim is approved. The Employer will then reinstate the Employee's sick leave credits to the appropriate level. After the money for sick leave benefits has been recovered from the assigned WCB benefits, the Employee shall receive their benefits directly from the Workers' Compensation Board.

37.03 An Employee receiving Workers Compensation benefits under this Article shall be deemed on Workers' Compensation leave and shall:

- (a) remain in the continuous service of the Employer for the purpose of salary increments and Prepaid Health Benefits; and
- (b) subject to the respective Articles cease to earn sick leave and vacation credits; and
- (c) not be entitled to Named Holidays with pay falling within the period of Workers' Compensation leave.

37.04 An Employee on Workers' Compensation leave and who is certified by the Workers' Compensation Board to be fit to return to work and who is:

- (a) capable of performing the duties of their former position, shall provide the Employer with fourteen (14) days written notice of readiness to work or such shorter notice as may be mutually agreed by the Parties. Such advance notice shall not be required in the case of short term absence on Workers' Compensation leave, i.e. where the expected duration of the leave at the time of onset was less than twenty-eight (28) calendar days. The Employer shall then reinstate the Employee in the same position held by them immediately prior to the disability with benefits that accrued to them prior to the disability.

However, if an Employee's absence exceeds 12 months the Employer, the Union and the Employee will have discussions. Thereafter the Employer may place them in a similar position in the same classification with the same status, FTE, salary and benefits as prior to their disability; or

- (b) incapable of performing the duties of their former position, but is capable of performing the duties of their former classification, shall provide the Employer with fourteen (14) days written notice of readiness to work or such shorter notice as may be mutually agreed by the Parties. The Employer shall then reinstate them to a position for which they are capable of performing the work entailed, upon the occurrence of the first such available vacancy with benefits that accrued to them prior to the disability. In such a case the Parties agree to waive the posting provisions of the Collective Agreement; or
- (c) incapable of performing the duties of their former classification, may make application for any benefits for which they are eligible under Sick Leave or Employee Benefits Plans.

- 37.05 The reinstatement of an Employee in accordance with this Article shall not be construed as being in violation of the posting and/or scheduling provisions of the Collective Agreement.
- 37.06 At the time it is determined that an absence due to injury which is compensable pursuant to the *Workers' Compensation Act*, is expected, or will continue for a period in excess of six (6) months from the date of onset of the condition, the Employer will provide the Employee with the appropriate form to submit a pending claim to the Underwriter of the Long Term Disability Income Insurance.
- 37.07 The Employee shall keep the Employer informed of the prognosis of their condition in a prompt and timely manner.

### **ARTICLE 38: NO DISCRIMINATION, WORKPLACE VIOLENCE OR HARASSMENT**

- 38.01 There shall be no discrimination, restriction, coercion, harassment or practice affecting any Employee because of gender, gender identity, gender expression, age, race, ancestry, place of origin, colour, religious beliefs, physical disability, mental disability, marital status, family status, source of income or sexual orientation, nor because of membership or non-membership or activity in the Union, nor because of an Employee exercising any right outlined in this agreement or any law of Canada or Alberta.
- 38.02 The foregoing does not apply with respect to a refusal, limitation, specification or preference based on a bona fide occupational requirement.
- 38.03 The Employer, the Union and Employees recognize a joint responsibility to provide respectful, secure and supportive work environments for all individuals. The Employer will maintain policies in support of these principles. If workplace violence or harassment has occurred, the Employer, the Union and Employees shall discuss appropriate action to ensure a safe workplace.

### **ARTICLE 39: BULLETIN BOARDS**

- 39.01 The Employer shall provide a bulletin board to be placed in a reasonably accessible location for the exclusive use of the Union. In addition and where requested by the Union, space may be provided on other existing bulletin boards.
- 39.02 The Union may post on such bulletin board(s) notices of meetings and other notices which may be of interest to Employees in the bargaining unit.

39.03 The Employer reserves the right to require that posted material objectionable to the Employer be removed from the bulletin board(s).

#### **ARTICLE 40: GRIEVANCE PROCEDURE**

##### **40.01 Definition of Time Periods**

- (a) For the purpose of this Article and the Grievance Arbitration Article, periods of time referred to in days shall be deemed to mean such periods of time calculated on consecutive calendar days exclusive of Saturdays, Sundays and Named Holidays.
- (b) Time limits may be extended by mutual agreement, in writing, between the Union and the Employer.

##### **40.02 Resolution of a Difference between an Employee and the Employer**

- (a) Formal Discussion
  - (i) If a difference arises between one or more Employees and the Employer regarding the interpretation, application, operation or alleged contravention of this Collective Agreement, the Employee(s) shall first seek to settle the difference through discussion with their immediate Supervisor. If it is not resolved in this manner, it may become a grievance and be advanced to Step 1.
  - (ii) However, the mandatory formal discussion stage set out in Sub-clause 40.02(a) (i), may be bypassed when the Employee has been formally disciplined.
  - (iii) In the event that the difference is of a general nature affecting two (2) or more Employees, the Employer and the Union may agree that the grievances be dealt with as a group grievance commencing at Step 1.

(b) Step 1 (Manager of the Department)

The grievance shall be submitted, in writing, and signed by the Employee, indicating the nature of the grievance, the clause or clauses claimed to have been violated, and the redress sought to the Manager of the Department or their designate, within ten (10) days of the act causing the grievance, or within ten (10) days of the time that the Employee could reasonably have become aware that an alleged contravention of this Collective Agreement may have occurred. Upon receipt of the grievance, the Manager of the Department or their designate will convene a meeting within ten (10) days. The decision of the Manager of the Department shall be made known to the Employee and the Union within ten (10) days of this grievance meeting.

(c) Step 2 (Administrator of the Centre)

Within ten (10) days of receipt of the decision of the Director of the Department, the grievance may be advanced to Step 2 by submitting to the Administrator, or their designate, a copy of the original grievance with a letter indicating that the grievance has not been resolved. Upon receipt of the grievance, the Administrator shall convene a meeting within ten (10) days.

Within ten (10) days of the date of the meeting, the Administrator, or their designate, shall render a decision, in writing, to be forwarded to the Union and the grievor.

(d) Step 3 (Arbitration)

Should the grievance not be resolved at Step 2, the Union may elect to submit the grievance to Arbitration. In this case, the Union shall notify the Employer, in writing, within ten (10) days of the receipt of the decision of the Administrator, or their designate, that the Union wishes to proceed to Arbitration, and at the same time, the Union shall name its appointee to the Arbitration Board. By mutual agreement between the Parties, in writing, a single Arbitrator may be appointed.

(e) Neither the Employee nor a representative of the local unit of the Union who may attend a meeting with the Employer respecting a grievance shall suffer any loss of regular earnings calculated at the basic rate of pay for the time spent at such a meeting.



- (f) An Employee shall be entitled to have a member of the local unit Executive or any duly accredited officer employed by the Union present during any grievance meeting pursuant to the Grievance Procedure of this Collective Agreement.
- (g) A dismissal grievance shall commence at Step 1. By mutual agreement of the Parties, a dismissal grievance may commence at Step 2.
- (h) Time limits for filing of a dismissal grievance shall be as stated in Sub-clause 40.02(b).

#### 40.03 **Resolution of a Difference between the Union and the Employer**

##### **Union Grievance Procedure**

###### (a) Formal Discussion

In the event that a difference of a general nature arises regarding interpretation, application, operation or alleged contravention of this Collective Agreement, the Union shall first attempt to resolve the difference through discussion with the Manager of the Department or the Administrator of the Centre (or their designates) as appropriate within ten (10) days of the act causing the grievance, or within ten (10) days of the time that the Union could reasonably have become aware that an alleged contravention of this Collective Agreement may have occurred. If the difference is not resolved in this manner to the Union's satisfaction, it may become a policy grievance commencing at Step 2, the Administrator of the Centre.

(b) Administrator of the Centre

The Union shall submit a policy grievance, in writing, to the Administrator, or their designate, and shall indicate the nature of the grievance, the clause or clauses alleged to have been contravened, and the redress sought. Such policy grievance shall be submitted to the Administrator, or their designate, within ten (10) days (excluding Saturdays, Sundays and Named Holidays) of the Formal Discussion referenced above. Upon receipt of the grievance, a meeting, should it be necessary, shall be convened by the Administrator. The meeting shall be held within ten (10) days (excluding Saturdays, Sundays and Named Holidays) of the receipt of the grievance unless mutually agreed otherwise. The decision of the Administrator, or their designate, shall be made known to the Union, in writing, within ten (10) days (excluding Saturdays, Sundays and Named Holidays) of the date of the meeting.

(c) Arbitration

Should the Union elect to submit a policy grievance as defined herein for Arbitration, it shall notify the other Party in writing within ten (10) days (excluding Saturdays, Sundays and Named Holidays) of receipt of the decision of the Administrator, or their designate, and name its appointee to an Arbitration Board at the same time.

(d) By mutual agreement in writing between the Parties, a single Arbitrator may be appointed.

40.04 **Default**

- (a) Should the grievor or the Union fail to comply with any time limit set out in the grievance procedures in this Article, the grievance will be considered conceded and shall be abandoned unless the Parties have mutually agreed, in writing, to extend the time limit.
- (b) Should the Employer fail to respond within the time limit set out in the grievance procedures in this Article, the grievance shall automatically move to the next step or be advanced to Arbitration on the day following the expiry of the particular time limit unless the Parties have mutually agreed, in writing, to extend the time limit.

40.05 By appointment made in writing at least one (1) working day in advance, an Employee may view their personnel file when the Employee has filed a grievance. The Employee may be required to report to the Human Resources office to view their file. Upon request, an Employee shall be given a copy of requested documents from their file when the Employee has filed a grievance. The Employee may be required by the Employer to pay a reasonable fee established by the Employer to cover the cost of copying.

**ARTICLE 41A: ALTERNATE DISPUTE RESOLUTION PROCESS**

41A.01 The Parties agree it is in their best interests to have grievances resolved expediently, and in an economical manner, and there is benefit in having a full discussion of the issues, and therefore agree to utilize an internal dispute resolution process as follows (ADRP).

41A.02 When a grievance is filed, the Parties agree to first consider resolution using the ADRP process. If it agreed to utilize this process, timelines as outlined in Article 42 will be suspended. Should the ADRP process not resolve the dispute, the timelines will be implemented at that time.

41A.03 (a) The purpose of the ADRP is to have an open, non-binding discussion in an attempt to reach a resolution satisfactory to both Parties.

(b) Prior to a matter being arbitrated, the Parties may agree to refer the issue to the ADRP. Reference of a matter to the ADRP is voluntary and must be agreed to by both Parties.

(c) Discussions and proposed resolutions are made on a without prejudice basis and are for the purpose of attempting to achieve a resolution.

(d) Any and all information or documents shared during, or in preparation for the ADRP, are considered privileged and cannot be used in any further proceedings without proper introduction as evidence.

(e) Each ADRP will be heard jointly by one (1) representative from the Union and one (1) representative from the Employer.

(f) The ADRP will make recommendations to resolve the issue. Recommendations can take any form the Parties feel are appropriate. Recommendations are non-binding on the Parties and are considered privileged and may not be used for any other purpose.

41A.04 The Parties will meet through the Joint Committee during the life of the Collective Agreement to discuss the operation and effectiveness of the ADRP process.

**ARTICLE 41B: GRIEVANCE ARBITRATION**

41B.01 Within ten (10) days following receipt of notification pursuant to the Grievance Procedure Article of this Collective Agreement that a grievance has been referred to an Arbitration Board, the Party receiving the notification shall advise the other Party of its appointee to the Arbitration Board. The appointees shall, within ten (10) days, endeavor to select a mutually acceptable Chair of the Arbitration Board. If they fail to agree, the Minister of Human Resources and Employment shall be requested to appoint a Chair, pursuant to the Code.

41B.02 The Arbitration Board (or the single Arbitrator if mutually agreed by the Parties) shall hold a hearing of the grievance to determine the difference and shall render an award in writing as soon as possible after the hearing. In the case of an Arbitration Board, the decision of the majority of the Arbitration Board thus rendered or the decision of the single Arbitrator shall be final and binding on the Parties. If there is no majority decision in the case of an Arbitration Board, the decision of the Chairman governs and their decision shall be deemed to be the award of the Arbitration Board and it shall be final and binding on the Parties.

41B.03 Except as provided below, the award shall be governed by the terms of this Collective Agreement and shall not alter, amend, or change the terms of this Collective Agreement.

However, where a Board of Arbitration or an Arbitrator, by way of an award, determines that an Employee has been discharged or otherwise disciplined by an Employer for cause and the Collective Agreement does not contain a specific penalty for the infraction that is the subject matter of the Arbitration, and where the Board of Arbitration or the Arbitrator finds the penalty unreasonable in the circumstances, the Board of Arbitration or the Arbitrator may substitute any penalty for the discharge or discipline that seems to them just and reasonable.

41B.04 Each of the Parties shall bear the expense of its appointee to the Arbitration Board. The fees and expenses of the Chairman or single Arbitrator shall be shared equally by the Parties.

41B.05 Any of the time limits herein contained in Arbitration proceedings may be extended if mutually agreed to in writing by the Parties.

#### **ARTICLE 42: COPIES OF COLLECTIVE AGREEMENT**

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

#### **ARTICLE 43: TRANSPORTATION/TRAVEL EXPENSES**

43.01 When an Employee is required by the Employer to perform duties necessitating the use of their automobile, they shall be reimbursed at the Bethany Care Society policy rate.

43.02 When an Employee is required by the Employer to travel for employment purposes, they shall be reimbursed for all reasonable expenses supported by receipts as required by the Employer.

43.03 An Employee required to travel to a facility other than the Centre to commence their shift or from a facility other than the Centre at the conclusion of their shift will be reimbursed for transportation expenses to the extent that their travel exceeds the distance between their residence and the Centre.

43.04 Employees who normally travel from the Centre to their place of residence by means of public transportation following the completion of their shift but are prevented from doing so by being required to remain on duty past the time when normal public transportation is available, shall be reimbursed for the cost of reasonable, necessary and substantiated transportation expense from the Centre to their place of residence.

#### **ARTICLE 44: PROFESSIONAL OR REGISTRATION FEES**

44.01 The Employer shall reimburse each regular Employee to a maximum of two hundred dollars (\$200.00) each calendar year, to cover the Employee's annual professional licensing fees paid for by the Employee.

44.02 This provision will apply to those professional fees required by the regulatory association for practice or as a condition of employment.

44.03 A regular Employee whose FTE is 0.4 FTE or greater and whose Employer paid hours are 768 or greater in the previous calendar year shall be eligible for the foregoing reimbursement.

44.04 This provision shall be administered in accordance with Canada Revenue Agency requirements.

44.05 This provision will also apply to Recreation Therapists for the purpose of claiming the annual professional fee as outlined above for voluntary registration with the Alberta Therapeutic Recreation Association.

**ARTICLE 45: CRITICAL INCIDENT STRESS MANAGEMENT**

45.01 When a critical incident or stress debriefing is requested by an Employee, the Employee will suffer no loss of earnings for the duration of the shift.

**ARTICLE 46: MEDICAL EXAM FOR CLASS 4 DRIVERS LICENSE**

46.01 When the Employer requires an Employee to obtain or maintain a Class 4 driver's license, the cost of the medical examination to a maximum of seventy-five dollars (\$75.00), shall be reimbursed by the Employer.

## Salaries Appendix

### Occupational Therapist Physiotherapist

	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9
August 1, 2020 (0%)	\$38.99	\$40.20	\$41.44	\$42.72	\$44.82	\$46.10	\$47.39	\$48.29	
October 1, 2021 (1%)	\$38.99	\$40.20	\$41.44	\$42.72	\$44.82	\$46.10	\$47.39	\$48.44	\$50.15
September 1, 2022 (1.25%)	\$38.99	\$40.20	\$41.44	\$42.72	\$44.82	\$46.10	\$47.39	\$48.58	\$50.26
April 1, 2023 (2%)	\$38.99	\$40.27	\$41.79	\$43.33	\$44.90	\$46.60	\$48.32	\$50.03	\$51.80

### Social Worker

	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9
August 1, 2020 (0%)	\$37.49	\$38.72	\$39.98	\$41.30	\$43.42	\$44.74	\$46.06	\$46.97	
October 1, 2021 (1%)	\$37.49	\$38.72	\$40.08	\$41.53	\$43.42	\$44.74	\$46.36	\$47.98	\$49.64
September 1, 2022 (1.25%)	\$37.80	\$39.09	\$40.58	\$42.05	\$43.62	\$45.21	\$46.94	\$48.58	\$50.26
April 1, 2023 (2%)	\$38.56	\$39.87	\$41.39	\$42.89	\$44.49	\$46.11	\$47.88	\$49.55	\$51.27

### Recreation Therapist

	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9
August 1, 2020 (0%)	\$32.83	\$33.91	\$35.01	\$36.19	\$37.37	\$39.27	\$40.47	\$41.70	
October 1, 2021 (1%)	\$33.16	\$34.25	\$35.36	\$36.55	\$37.74	\$39.66	\$40.87	\$42.12	
September 1, 2022 (1.25%)	\$33.57	\$34.68	\$35.80	\$37.01	\$38.21	\$40.16	\$41.38	\$42.65	
April 1, 2023 (2%)	\$34.24	\$35.37	\$36.52	\$37.75	\$38.97	\$40.96	\$42.21	\$43.50	

**LETTER OF UNDERSTANDING #1**

**BETWEEN**

**BETHANY CARE SOCIETY (BETHANY, CALGARY)**  
(hereinafter referred to as the Employer)

**AND**

**THE HEALTH SCIENCES ASSOCIATION OF ALBERTA**  
(hereinafter referred to as the Union)

**RE: BENEFITS SPENDING ACCOUNTS**

Effective January 1, 2019, the Employer will provide the following Benefits Spending Accounts available to Employees who are benefits eligible on January first (1<sup>st</sup>) of each year. There is no pro-rating for Employees with mid-year eligibility.

- Personal Spending Account (PSA) – Taxable
- Health Care Spending Account (HCSA) – Non-Taxable.

**Annual Allocation**

On January 1<sup>st</sup> of each year (commencing on January 1, 2019), a sum of one thousand dollars (\$1,000.00), per each benefits eligible Full-Time Employee shall be provided by the Employer for the Employee to allocate to one or both of the Spending Accounts noted above.

The Spending Account allocation shall be provided to benefits eligible Part-Time Employees on a pro-rated basis. In order to facilitate enough time for the administrative process, the amount of the allocation for Part-Time Employees will be based on their Full-Time equivalency as of October fifteenth (15<sup>th</sup>) of each calendar year, rounded to the next higher dollar (\$1.00).

The Employee may allocate funds by December 1<sup>st</sup> of each year, in whole or in part to the non-taxable Health Care Spending Account (HCSA) and/or to the taxable Personal Spending Account (PSA). Towards the end of each year Employees will be required to allocate their next year's Spending Account into one or both of the accounts (whole dollar amounts only). Once Employees provide their allocation instructions, they will be unable to change their allocation until the following plan year. Each Plan year runs from January 1<sup>st</sup> to December 31<sup>st</sup>.

Employees who are laid off after January 1<sup>st</sup> in the year in which the funds are available, as long as they remain Employees of Bethany and on the recall list, shall maintain access to the funds for the balance of that Spending Account year January 1<sup>st</sup> to December 31<sup>st</sup> while on layoff.



### **Default Option and Unused Funds**

Should the Employee not return their allocation form by the appointed date or if the allocation form is incomplete, the default option will be one hundred percent (100%) to the non-taxable Health Care Spending Account (HCSA). This is irrevocable and there will be no opportunity for late submission.

Unused funds left in either the HCSA or the PSA at the end of each year will be carried forward to the following year. There is a maximum carry forward of one (1) year. If these funds are not used during the year to which they have been carried forward, they will be forfeited at the end of the carry forward year. Forfeited funds will not be available to be reallocated, paid out or credited to the Employee.

### **Eligible Expenses**

The HCSA and PSA are designed to cover different types of expenses as described below. Reimbursement will be provided upon submission of an original receipt.

Where the Employer chooses to contract with an insurer for the administration of the Benefits Spending Accounts, the administration of the Accounts shall be subject to and governed by the terms and conditions of the applicable contract between the Employer and the Administrator. Information regarding eligible expenses shall be accessible on the technology platform(s) of the Employer or the Administrator.

### **Health Care Spending Account (HCSA) – Non-taxable**

The HCSA may be used to pay for expenses not covered by the Provincial Medical program or the regular medical and dental plans provided by the Employer and as defined in Article 26: Employee Benefits Plan. Eligible expenses will be reimbursed on a non-taxable basis. Expenses must meet the requirements for deductibility under s. 118.2 of the federal *Income Tax Act* to be eligible for reimbursement from the HCSA.

### **Personal Spending Account (PSA) – Taxable**

The PSA may be used to pay for a range of personal medical, professional and educational expenses. Eligible expenses will be reimbursed on a taxable basis.


**Taxability / Annual T4**

Eligible expenses reimbursed under the HCSA are non-taxable to the Employee while those reimbursed under the PSA are taxable.


Administration and tax reporting for the Benefits Spending Accounts will be adjusted as required to comply with applicable Federal and Provincial legislation.

ON BEHALF OF THE BETHANY CARE  
SOCIETY CALGARY CENTRE

ON BEHALF OF THE HEALTH  
SCIENCES ASSOCIATION OF  
ALBERTA

  
\_\_\_\_\_  
**Jennifer McCue**  
**President and CEO**

DATE: 2023.06.15

  
\_\_\_\_\_

DATE: June 8, 2023

**LETTER OF UNDERSTANDING #2**

**BETWEEN**

**THE BETHANY CARE SOCIETY**  
(hereinafter referred to as the Employer)

**- and -**

**THE HEALTH SCIENCES ASSOCIATION OF ALBERTA**  
(hereinafter referred to as the Union)

**RE: JOB SHARING**

Employees or the Employer may request a “job-share” arrangement. When a request for a “job-share” has been mutually agreed upon between the affected Employees, the Employer and the Union, the terms and conditions will be confirmed in a written agreement and signed by the affected Employees, the Employer and the Union.

Job Share agreements will be subject to operational requirements and on the basis of no additional cost to the Employer.

This Letter of Understanding will apply to job sharing arrangements entered into after the date of ratification of the Memorandum of Agreement. The Employer will disclose to the Union details of job share arrangements in place prior to the date of ratification of the Memorandum of Agreement.


Amendments to job share agreements in place prior to the date of ratification of the Memorandum of Agreement will be subject to the terms and conditions of this Letter of Understanding.

This letter of understanding shall remain in effect for the lifetime of this Collective Agreement and can be renewed by the Parties by mutual agreement.

ON BEHALF OF THE BETHANY CARE  
SOCIETY CALGARY CENTRE

ON BEHALF OF THE HEALTH  
SCIENCES ASSOCIATION OF  
ALBERTA

\_\_\_\_\_

  
\_\_\_\_\_

DATE: \_\_\_\_\_

DATE: June 8, 2023

**LETTER OF UNDERSTANDING #3**

**BETWEEN**

**THE BETHANY CARE SOCIETY**  
(hereinafter referred to as the Employer)

**- and -**

**THE HEALTH SCIENCES ASSOCIATION OF ALBERTA**  
(hereinafter referred to as the Union)

**RE: JOINT ADVISORY COMMITTEE**

The Parties recognize the value of joint discussions of issues of mutual concern. Where it is the intent of the Parties to create a forum for this purpose, the Parties agree as follows:


1. During the lifetime of this Collective Agreement, the Parties may establish a Joint Committee.
2. The Joint Advisory Committee will be comprised of Employer and Union Representatives.
3. The Parties will meet as mutually agreed.
4. The purpose of the Joint Committee will be to:
  - Exchange information;
  - Engage in discussions;
  - Make recommendations to their respective principals on matters discussed by the Committee.
5. The Joint Committee shall establish terms of reference outlining the purpose of the Committee, its key functions, membership, and reporting relationships for each of the Parties. The Parties shall determine the issues to be addressed.

This letter of understanding shall remain in effect for the lifetime of this Collective Agreement and can be renewed by the Parties by mutual agreement.

ON BEHALF OF THE BETHANY CARE  
SOCIETY CALGARY CENTRE

ON BEHALF OF THE HEALTH  
SCIENCES ASSOCIATION OF  
ALBERTA

\_\_\_\_\_

  
\_\_\_\_\_

DATE: \_\_\_\_\_

DATE: June 8, 2023

**LETTER OF UNDERSTANDING #4**

**BETWEEN**  
**THE BETHANY CARE SOCIETY**  
(hereinafter referred to as the “Employer”)  
**- and -**

**HEALTH SCIENCES ASSOCIATION OF ALBERTA**  
(hereinafter referred to as the “Union”)

**RE: FLEX HOURS**

WHEREAS the Parties agree that for some Employees day-to-day flexibility around the Employee’s start and end time provides the Employees the ability to provide quality programming and better responsive services to residents and their families.

NOW THEREFORE the Parties agree as follows:

1. Employees may make a request to the Employer to implement flex-time arrangements. Such arrangement will be implemented by mutual agreement of the Employer and the Employee.
2. Flex-time arrangements are appropriate only where operations do not require routine and standardized hours of work.
3. Flex-time arrangements are limited to ad-hoc requirements and are not to be an option for an on-going change in scheduled hours.
4. Employees working flex-time are not expected to waive their overtime rights under the Collective Agreement.
5. Each Employee is responsible for monitoring their own hours to ensure they are not in an overtime situation. The Employee shall discuss potential overtime situations with their Manager and obtain authorization prior to any overtime worked. Authorization for overtime after the fact by the Employer shall not be unreasonably denied where overtime arises as a result of unforeseeable circumstances in which it is impossible to obtain prior authorization.
6. When an Employee approaches their manager to request a flex-time arrangement, the Employee and the manager must develop a flex-time agreement that includes the following components, where applicable:
  - (a) Who is covered by the Flex-Time agreement;

(b) The threshold that will be in effect with respect to payment of overtime

Options for thresholds are as follows:

- (i) Daily thresholds whereby hours worked between seven point seven five (7.75) and twelve (12) hours are paid at straight time; or
- (ii) Weekly threshold whereby hours worked between thirty-eight point seven five (38.75) and forty-four (44) hours in a week are paid at straight time.

(c) The maximum flex-time bank that can be accumulated under the arrangement;

(d) The application of shift differential and weekend premium;

(e) The process for scheduling time off in lieu for banked and the payout of remaining banked time when the flex-time arrangement is terminated;


(f) How the flex-time agreement is terminated; and

(g) The notice time is required for the agreement to be terminated by either the Employee or their manager.


7. Flex-time agreements shall be provided to the Employer and to the Union prior to implementation.

8. The Parties will meet at least once during the course of the Collective Agreement to evaluate the application of the Flex Hours Letter of Understanding. Either party may terminate this Letter of Understanding with sixty (60) days written notice.

ON BEHALF OF THE BETHANY CARE  
SOCIETY CALGARY CENTRE

  
\_\_\_\_\_  
**Jennifer McCue**  
**President and CEO**  
DATE: 2023.06.15

ON BEHALF OF THE HEALTH  
SCIENCES ASSOCIATION OF  
ALBERTA

  
\_\_\_\_\_  
DATE: June 8, 2023

**LETTER OF UNDERSTANDING #5**

**BETWEEN**

**BETHANY CARE SOCIETY**  
(hereinafter referred to as the Employer)

**- and -**

**HEALTH SCIENCES ASSOCIATION OF ALBERTA**  
(hereinafter referred to as the Union)

**RE: DUTY TO ACCOMMODATE**

WHEREAS the Parties agree that the duty to accommodate is a joint responsibility between the Employer, the Union and the Employee;


THEREFORE the parties agree to the following:

1. The Employer will notify the Union of a Return to Work or a Duty to Accommodate meeting when one or more of the following conditions exist:
  - (a) The Employee requests Union representation;
  - (b) Human Resources is present;
  - (c) The Rehabilitation portion of the Return to Work exceeds four (4) weeks;
  - (d) The Employee has permanent limitations or restriction which are not readily accommodated; or
  - (e) The Employee requires a non-compliant rotation for greater than four (4) weeks.
2. The Parties acknowledge they share the responsibility for the duty to accommodate Employees up to the point of undue hardship. The parties also acknowledge that working together to ensure Employees are accommodated in a manner that provides meaningful work and promotes a culture of inclusiveness is of particular importance in the health care sector.
3. Respect the right to privacy of the Employee seeking the accommodation.

This letter of understanding shall remain in effect for the lifetime of this Collective Agreement and can be renewed by the Parties by mutual agreement.

ON BEHALF OF THE BETHANY CARE  
SOCIETY CALGARY CENTRE

ON BEHALF OF THE HEALTH  
SCIENCES ASSOCIATION OF  
ALBERTA

  
\_\_\_\_\_  
**Jennifer McCue**  
**President and CEO**

DATE: 2023.06.15

  
\_\_\_\_\_

DATE: June 8, 2023



**LETTER OF UNDERSTANDING #6**

**BETWEEN**

**BETHANY CARE SOCIETY (BETHANY, CALGARY)**  
(hereinafter referred to as the Employer)


**AND**

**THE HEALTH SCIENCES ASSOCIATION OF ALBERTA**  
(hereinafter referred to as the Union)

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


1. On the pay period following the Date of Ratification, each Employee shall be issued a one-time premium payment of 1% of the Basic Rate of Pay for all hours actually worked between January 1, 2021 and December 31, 2021.
2. For the purposes of this one time lump sum payment “hours actually worked” includes:
  - (a) Leaves of absence for Union Business;
  - (b) Other leaves of absence of one (1) month or less;
  - (c) Time on sick leave with pay;
  - (d) Absences while receiving Workers’ Compensation; and
  - (e) Education Leave up to twenty-four (24) months; and
  - (f) Maternity, Parental, Compassionate Care, Critically Ill Child and Death or Disappearance of Child Leaves.

ON BEHALF OF THE BETHANY CARE  
SOCIETY CALGARY CENTRE

  
\_\_\_\_\_  
**Jennifer McCue**  
**President and CEO**

DATE: 2023.06.15

ON BEHALF OF THE HEALTH  
SCIENCES ASSOCIATION OF  
ALBERTA

  
\_\_\_\_\_

DATE: June 8, 2023

**LETTER OF UNDERSTANDING #7**

**BETWEEN**

**THE BETHANY CARE SOCIETY**  
(hereinafter referred to as the "Employer")

**- and -**

**HEALTH SCIENCES ASSOCIATION OF ALBERTA**  
(hereinafter referred to as the Union)

**RE: SEVERANCE**


1. Severance will be offered as a result of organizational changes that result in the permanent reduction in the number of regular Employees in the bargaining unit.
2.
  - (a) A Regular Full-Time Employee shall be eligible for severance pay in the amount of two (2) week's regular pay for each full year of continuous employment to a maximum of forty (40) weeks pay.
  - (b) A Regular Part-Time Employee shall be eligible for severance pay in the amount of two (2) week's full-time pay for each full period of one thousand eight hundred and thirteen point five (1,813.5) hours worked at the basic rate of pay to a maximum of forty (40) weeks pay.
  - (c) Regular pay shall be defined as regularly scheduled hours of work as at the date on which notice of layoff is issued (which for the purpose of clarity means regularly scheduled hours of work exclusive of overtime hours, call back hours and additional hours for part-time Employees) X Basic Rate of Pay (which for the purpose of clarity means Basic Rate of Pay exclusive of overtime payments and premium payments).
  - (d) For purposes of severance, continuous employment will be calculated from the last date of hire recognized with the Employee's current Employer.
3. A regular Employee who has received layoff notice in accordance with Article 31 and for whom no alternate vacant position is available, shall have the option to select either of:
  - (a) Layoff with recall rights as specified in Article 31 of the Collective Agreement; or


- (b) Severance as offered by the Employer in accordance with this Letter of Understanding.
4. A regular Employee who accepts severance pay, shall have terminated their employment, with no further rights to recall.
  5. An Employee who has been terminated for just cause or who has resigned or retired shall not be eligible for severance.
  6. A regular Employee who receives notice of layoff shall have fourteen (14) calendar days from the date the notice of layoff is issued to advise the Employer, in writing, that the Employee wishes to take the Severance Option offered by the Employer. Any Employee who does not advise the Employer, in writing of the Employee's decision to accept severance shall be deemed to have selected layoff in accordance with Article 31 of this Collective Agreement.
  7. Severance pay provided under this Letter of Understanding shall be deemed to be inclusive of any and all legislative requirements for termination notice.

This letter of understanding shall remain in effect for the lifetime of this Collective Agreement and can be renewed by the Parties by mutual agreement.

ON BEHALF OF THE BETHANY CARE  
SOCIETY CALGARY CENTRE

ON BEHALF OF THE HEALTH  
SCIENCES ASSOCIATION OF  
ALBERTA

  
\_\_\_\_\_  
**Jennifer McCue**  
**President and CEO**  
DATE: 2023.06.15

  
\_\_\_\_\_  
DATE: June 8, 2023

**LETTER OF UNDERSTANDING #8**

**BETWEEN**

**BETHANY CARE SOCIETY (BETHANY, CALGARY)**  
(hereinafter referred to as the Employer)

**AND**

**THE HEALTH SCIENCES ASSOCIATION OF ALBERTA**  
(hereinafter referred to as the Union)

**RE: SPECIAL LEAVE TO PERSONAL LEAVE TRANSITION**

The Collective Agreement that expired July 31, 2020, provided for special leave in Clause 20.07. The Collective agreement that expires July 31, 2024, replaces special leave with personal leave. Special leave was previously provided on a calendar year basis, from January 1 to December 31. Personal leave is provided on a fiscal year basis, from April 1 to March 31.

To facilitate the transition from special leave to personal leave, the following provisions apply from January 1, 2023, to March 31, 2023:

20.07 Special Leave

- (a) Special leave will be for unanticipated absences as the result of illness in the Employee's immediate family ("Family Leave") or other pressing necessity ("Pressing Necessity Leave") requiring the Employee's immediate personal attention.
  - (i) Family Leave  
Family leave is intended to provide Employees with a way of attending to the health needs of their spouse (including common-law and same sex), child, step child or parent. It is for use when the Employee's attendance is necessary (no one else can be substituted) and they are unable, through other means, to change the time when they need to be in attendance, or to arrange in advance time off work when needed through other means such as shift trades, time off in lieu, or vacation. Employees are required to provide the Employer with notification of leave requirements as early as possible after determining the need.
  - (ii) Pressing Necessity Leave  
A pressing necessity is a sudden or unusual circumstance that could not, by the exercise of reasonable judgment, have


been foreseen by the Employee and which requires the Employee's immediate attention (no one else can be substituted) and makes the Employee's attendance at work impossible. However, it shall not include situations of inclement weather which prevent an Employee from attending at work.

- (b) Special leave is not cumulative and is not carried forward to personal leave;
- (c) Regular full-time Employees as of January 1, 2023, shall be entitled to a maximum of seven and three quarters (7 <sup>3</sup>/<sub>4</sub>) special leave non-cumulative hours without loss of pay;
- (d) Regular part-time Employees as of January 1, 2023, whose full time equivalent (FTE) is zero point five (0.5) or greater shall be entitled to a maximum of five point eight one (5.81) non-cumulative hours without loss of pay prorated based on their FTE.
- (e) The Employee may be required to provide satisfactory proof of illness and/or the sudden or unusual circumstance giving rise to the need for special leave.


Personal leave, as outlined in Clause 20.07, is effective as of April 1, 2023.

ON BEHALF OF THE BETHANY CARE  
SOCIETY CALGARY CENTRE

ON BEHALF OF THE HEALTH  
SCIENCES ASSOCIATION OF  
ALBERTA

  
\_\_\_\_\_  
Jennifer McCue  
President and CEO

DATE: 2023.06.15

  
\_\_\_\_\_

DATE: June 8, 2023

**LETTER OF UNDERSTANDING #9**

**BETWEEN**

**BETHANY CARE SOCIETY (BETHANY, CALGARY)**  
(hereinafter referred to as the Employer)

**AND**

**THE HEALTH SCIENCES ASSOCIATION OF ALBERTA**  
(hereinafter referred to as the Union)

**RE: ANNUAL VACATION FOR PART-TIME EMPLOYEES**

The Parties acknowledge that the practice of the Employer regarding the calculation of time off with pay for vacation for Part-Time Employees has not been compliant with the formula in Clause 29.17:

Hours worked including vacation but exclusive of overtime	X	The applicable % outlined below	=	Number of hours of paid vacation time to be taken in the next vacation year
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The Employer's practice is to calculate the time off with pay for vacation for Part-Time Employees in accordance with the provisions of Article 18 – Vacation, with the following addition:

The entitlement for Part-Time Employees shall be prorated to their full time equivalent (FTE). Part-Time Employees shall also earn vacation pay on additional shifts worked at the Basic Rate of Pay.


The Parties agree that the Employer's practice shall be maintained for during the term of the Collective Agreement that expires July 31, 2024, until:

- (a) The Collective Agreement ends in accordance with Clause 1.02; or
- (b) The Employer provides the Union with at least four (4) weeks' of notice of their intention to end the practice and apply the formula outlined in Clause 29.17.


The Union agrees that the Employer's non-compliant calculation of time off with pay for vacation for Part-Time Employees as outlined in this Letter of Understanding shall not be grieved.

ON BEHALF OF THE BETHANY CARE  
SOCIETY CALGARY CENTRE

ON BEHALF OF THE HEALTH  
SCIENCES ASSOCIATION OF  
ALBERTA

  
\_\_\_\_\_  
**Jennifer McCue**  
**President and CEO**

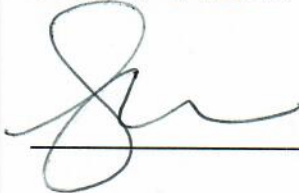
DATE: 2023.06.15

  
\_\_\_\_\_

DATE: June 8, 2023


IN WITNESS WHEREOF the parties have executed this collective agreement by affixing hereto the signatures of their proper Officer in that behalf.

ON BEHALF OF THE BETHANY CARE  
SOCIETY CALGARY CENTRE

  
\_\_\_\_\_  
Jennifer McCue  
President and CEO

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ON BEHALF OF THE HEALTH  
SCIENCES ASSOCIATION OF  
ALBERTA

  
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DATE: 2023.06.15

DATE: June 8, 2023