

COLLECTIVE AGREEMENT

BETWEEN

**THE GOOD SAMARITAN SOCIETY
(A LUTHERAN SOCIAL SERVICES
ORGANIZATION)**

**THE GOOD SAMARITAN MILL WOODS CENTRE
SOUTHGATE CARE CENTRE
DR. GERALD ZETTER CARE CENTRE
THE GOOD SAMARITAN SOCIETY CHOICE
PROGRAM**

AND

**THE HEALTH SCIENCES ASSOCIATION OF
ALBERTA
(PARAMEDICAL TECHNICAL/PROFESSIONAL)**

FOR THE PERIOD

APRIL 1, 2020 to MARCH 31, 2024

TABLE OF CONTENTS

<u>ARTICLE: PREAMBLE</u>	1
<u>ARTICLE 1: TERM OF COLLECTIVE AGREEMENT</u>	1
<u>ARTICLE 2: DEFINITIONS</u>	1
<u>ARTICLE 3: MANAGEMENT RIGHTS</u>	3
<u>ARTICLE 4: UNION RECOGNITION/REPRESENTATION</u>	3
<u>ARTICLE 5: NO DISCRIMINATION/NO HARASSMENT</u>	5
<u>ARTICLE 6: NOTIFICATION</u>	6
<u>ARTICLE 7: PROBATIONARY PERIOD</u>	6
<u>ARTICLE 8: SALARIES</u>	6
<u>ARTICLE 9: RECOGNITION OF PREVIOUS EXPERIENCE</u>	7
<u>ARTICLE 10: HOURS OF WORK</u>	8
<u>ARTICLE 11: DAYLIGHT SAVING TIME</u>	10
<u>ARTICLE 12: OVERTIME</u>	10
<u>ARTICLE 13: SHIFT PREMIUM</u>	10
<u>ARTICLE 14: WEEKEND PREMIUM</u>	11
<u>ARTICLE 15: TRANSPORTATION ALLOWANCE</u>	11
<u>ARTICLE 16: ANNUAL VACATION</u>	11
<u>ARTICLE 17: NAMED HOLIDAYS</u>	14
<u>ARTICLE 18: SICK LEAVE</u>	15
<u>ARTICLE 19: WORKERS' COMPENSATION</u>	18
<u>ARTICLE 20: OCCUPATIONAL HEALTH AND SAFETY</u>	18
<u>ARTICLE 21: GROUP BENEFIT PLANS</u>	21
<u>ARTICLE 22: PENSION PLAN</u>	22
<u>ARTICLE 23: LEAVES OF ABSENCE</u>	23
<u>ARTICLE 24: WORKPLACE COMMITTEES</u>	29
<u>ARTICLE 25: APPOINTMENTS, PROMOTIONS, TRANSFERS AND VACANCIES</u>	29
<u>ARTICLE 26: LAYOFF AND RECALL</u>	30
<u>ARTICLE 27: DISCIPLINE AND DISMISSAL</u>	31
<u>ARTICLE 28: SENIORITY</u>	32
<u>ARTICLE 29: GRIEVANCE</u>	32
<u>ARTICLE 30: PERFORMANCE APPRAISAL</u>	36
<u>ARTICLE 31: PERSONNEL FILE</u>	36
<u>ARTICLE 32: ORIENTATION</u>	36
<u>ARTICLE 33: INSERVICE PROGRAM</u>	37

<u>ARTICLE 34: RESIGNATION</u>	37
<u>ARTICLE 35: BULLETIN BOARD</u>	37
<u>ARTICLE 36: POLICIES</u>	37
<u>ARTICLE 37: TEMPORARY EMPLOYEES</u>	38
<u>ARTICLE 38: PART-TIME EMPLOYEES</u>	38
<u>ARTICLE 39: CASUAL EMPLOYEES</u>	39
<u>ARTICLE 40: COPIES OF THE COLLECTIVE AGREEMENT</u>	39
<u>ARTICLE 41: JOB DESCRIPTIONS</u>	40
<u>ARTICLE 42: JOB CLASSIFICATIONS</u>	40
<u>ARTICLE 43: CONTRACTING OUT</u>	41
<u>WAGE SCHEDULE</u>	42
<u>LETTER OF UNDERSTANDING #1</u>	43
RE: SEVERANCE	43
<u>LETTER OF UNDERSTANDING #2</u>	46
RE: PROGRAM TRANSFERS.....	46
<u>LETTER OF UNDERSTANDING #3</u>	47
RE: DR. GERALD ZETTER CARE CENTRE EMPLOYEES.....	47
<u>LETTER OF UNDERSTANDING #4</u>	48
RE: EMPLOYMENT IN MULTIPLE POSITIONS.....	48
<u>LETTER OF UNDERSTANDING #5</u>	51
RE: PROFESSIONAL DEVELOPMENT ALLOCATION (PDA).....	51
<u>LETTER OF UNDERSTANDING #6</u>	54
RE: FLEXIBLE HEALTH SPENDING ACCOUNT	54
<u>LETTER OF UNDERSTANDING #7</u>	56
RE: RRSP CONTRIBUTION IN-LIEU OF PENSION PLAN PARTICIPATION	56

ARTICLE: PREAMBLE

It is jointly agreed between the Parties that the primary purpose of the Employer is to provide the residents with efficient and competent services, and it is the intent of the Parties to:

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

ARTICLE 1: TERM OF COLLECTIVE AGREEMENT

- 1.01 The terms of this Collective Agreement shall be effective on and from date of ratification up to and including March 31, 2024, and from year to year thereafter unless notice, in writing, is given to 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 Alberta Labour Relations Code (the "Code"), provisions of the Collective Agreement shall continue until either:
- (a) a settlement is agreed upon and a new Collective Agreement is signed; or
 - (b) if a settlement is not agreed upon, a new Collective Agreement is signed as provided in the Code; or
 - (c) a strike or lockout commences.

ARTICLE 2: DEFINITIONS

- 2.01 "Employer" shall mean the Good Samaritan Society (A Lutheran Social Services Organization) at the Good Samaritan Mill Woods Centre, the Southgate Care Centre or Dr. Gerald Zetter Care Centre, and the Good Samaritan Society CHOICE Program, as applicable and includes such persons as may from time to time be appointed or designated to carry out administration duties in respect of the operation and management of the care home or program.

- 2.02 “Union” means the Health Sciences Association of Alberta.
- 2.03 “Employee” shall mean any employee of the Employer for whom the Union has attained the status of bargaining agent through Certificates 72-96, 384-2001, 6-2002, 87-2006 or 90-2006 issued by the Alberta Labour Relations Board (as amended from time to time), and whose employment is designated as:
- (a) “Regular Employee” is one who works on a full-time or part-time basis:
 - (i) “Full-time Employee” shall mean an Employee who is regularly scheduled to work the hours specified in Article 10 (Hours of Work);
 - (ii) “Part-time Employee” shall mean an Employee who works scheduled shifts specified in the Hours of Work article provided however that such hours worked in any fourteen (14) calendar day period shall be less than those established for full-time employment.
 - (b) “Casual Employee” shall mean a person who:
 - (i) works on a call-in basis and is not regularly scheduled; or
 - (ii) is regularly scheduled for a period of ninety (90) calendar days or less for a specific position; or
 - (iii) relieves for an absence the duration of which is ninety (90) calendar days or less.
 - (c) “Temporary Employee” shall mean an Employee who is hired for a full-time or a part-time position for a fixed term of from ninety (90) days to eighteen (18) months inclusive.
- 2.04 “Basic Rate of Pay” shall mean the step in the scale applicable to the Employee as set out in the Wage Schedule, exclusive of all allowances and premium payments.
- 2.05 “Shift” shall mean a daily tour of duty exclusive of overtime hours. The first shift of the day shall be that shift in which the majority of hours fall between midnight and 0800 hours.
- 2.06 For the purposes of applying the terms of this Collective Agreement, time worked shall be deemed to have been worked on the day on which the majority of hours of the shift falls.

- 2.07 The singular shall mean the plural and vice versa as applicable.
- 2.08 “Vacation” means annual vacation with pay.
- 2.09 “Job Steward” means an Employee of The Good Samaritan Society who has been appointed by the Union to advocate and represent the interests of fellow Employees at the care home or program.
- 2.10 “Emergency” means an unforeseen combination of circumstances or the resulting state that calls for immediate action.

ARTICLE 3: MANAGEMENT RIGHTS

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

ARTICLE 4: UNION RECOGNITION/REPRESENTATION

- 4.01 The Employer recognizes the Union as the exclusive bargaining agent for all Employees employed in the unit as defined by the certificate issued by the Labour Relations Board as:
- “All Employees at the Good Samaritan Mill Woods Care Centre when employed in a paramedical technical capacity and any amendments thereto”;

“All Employees when employed in a paramedical professional capacity at the Southgate Care Centre and any amendments thereto; and”

“All Employees when employed in a paramedical professional capacity at the Dr. Gerald Zetter Care Centre and any amendments thereto”; and

“All employees at the Mill Woods Centre when employed in a paramedical professional capacity”; and

“All employees when employed in a paramedical professional capacity in The Good Samaritan Society CHOICE Program”.

4.02 Membership in the Union is voluntary.

4.03 (a) Notwithstanding the provisions of Clause 4.01, 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. Such deductions shall be forwarded to the Union, or its authorized representative, not later than the fifteenth (15th) day of the month following and shall be accompanied by a list showing the name (first, last and middle), complete home address, job classification, worksite(s), employee identification number, full-time equivalency (FTE) or bi-weekly regular hours of work, and category (regular full-time, regular part-time, temporary, casual), and status (active, on-leave/type) of the Employees from whom deductions have been taken and the amount of the deductions and gross earnings. Such list shall indicate newly hired and terminated Employees, and where the existing computer system is capable, the increment level of the Employee and Employees reclassified, promoted or transferred outside the scope of the Collective Agreement.

(b) For the purposes of this Article, “gross earnings” shall mean all monies paid by the Employer and earned by an Employee under the terms of this Collective Agreement.

(c) An electronic copy of monthly dues as outlined above shall be supplied to the Union.

4.04 The Union shall advise the Employer in writing thirty (30) calendar days in advance of the establishment of or change in Union dues.

4.05 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.

- 4.06 A representative of the Union shall have the right to make a presentation of up to thirty (30) minutes at the orientation of new Employees with respect to the structure of the Union, as well as the rights, responsibilities and benefits under the Collective Agreement; provided, however, that attendance at the presentation shall not be compulsory, provided further, that a representative of the Employer may be present at such presentation. The Employer shall notify the Union and the Chair of the Union Local one (1) week in advance of the orientation where practicable, with a list of new Employees, their job classifications, FTE and date of hire.
- 4.07 The Employer agrees to recognize a reasonable number of Employees who are designated by the Union as Local Unit Representatives or Job Stewards.
- 4.08 A list of the names of Local Unit Representatives and Job Stewards will be supplied to the Employer by the Union and the Employer will be advised by the Union, in writing, of any changes in that list from time to time.
- 4.09 The Employer recognizes that Job Stewards will be entitled to assist an Employee who has been asked to meet with the Employer for the purposes of investigation and in the processing of any grievance raised under the provisions of this Collective Agreement.
- 4.10 The Employer agrees that Local Unit Representatives and Job Stewards shall not be hindered, coerced or interfered with in any way in the performance of their functions. The Union understands and agrees that each Local Unit Representative and Job Steward is employed to perform work as required by the Employer and that they will not leave their work during working hours except to perform their duties as provided by this Collective Agreement. Therefore, no Local Unit Representative or Job Steward shall leave their work without obtaining the permission of their supervisor, such permission shall not be unreasonably denied. Local Unit Representatives and Job Stewards shall suffer no loss of pay for time spent performing their duties as provided by this Collective Agreement.

ARTICLE 5: NO DISCRIMINATION/NO HARASSMENT

- 5.01 There shall be no discrimination, restriction or coercion exercised or practiced by either Party in respect of any Employee by reason of age, race, colour, ancestry, place of origin, political or religious belief, gender, sexual orientation, gender expression, gender identity, marital status, family status, physical disability, mental disability, source of income nor in respect of an Employee's or Employer's exercising any right conferred under this Collective Agreement or any law of Canada or Alberta, nor by reason of membership or non-membership or lawful activity in trade union organizations or activities.

5.02 Clause 5.01 shall not apply with respect to a refusal, limitation, specification or preference based on a bona fide occupational requirement.

ARTICLE 6: NOTIFICATION

6.01 Except where a Party's designate for the purpose of notification is specified elsewhere in the Collective Agreement, each Party will designate in writing a person or persons and all correspondence between the Parties arising out of the Collective Agreement or incidental thereto shall pass to and from such designated persons. Where a Party's designate under the clause has changed, that Party will provide the other Party with notice in writing within fourteen (14) calendar days of the change.

ARTICLE 7: PROBATIONARY PERIOD

7.01 A new Employee shall serve a probationary period of five hundred and three point seven five (503.75) hours worked. If a new Employee is unsuitable in the opinion of the Employer, such Employee may be terminated at any time during the probationary period without notice. Such termination may be subject to the grievance procedure at Step 2 only.

7.02 The Employer shall provide a written evaluation of each probationary Employee prior to the completion of their probationary period. The written evaluation will notify the Employee of any deficiencies and provide the Employee with an opportunity to correct them during the probationary period.

7.03 The probationary period may be extended by an additional five hundred and three point seven five (503.75) hours worked or less. However, in no event will an Employee's total probationary period exceed one thousand and seven point five zero (1,007.50) hours worked.

7.04 The Employer shall notify the Union in writing of any Employee whose probationary period has been extended.

7.05 An Employee shall serve only one probationary period with the Employer so long as they remains continuously employed with the Employer.

ARTICLE 8: SALARIES

8.01 (a) A regular full-time Employee shall be entitled to an increment on the anniversary of the date the Employee commenced employment within the bargaining unit.

(b) A regular part-time, casual or temporary Employee shall be entitled to an increment on the satisfactory completion of two thousand and twenty-two point seven five (2,022.75) hours of work and a further increment on the satisfactory completion of each period of one thousand nine hundred and twenty-nine point seventy-five (1,929.75) hours of work thereafter until the maximum rate is attained.

8.02 (a) Where applicable, an Employee who has completed the required training in any of the Technologies covered by this Collective Agreement and who is awaiting licensing/certification examinations or results of same shall be paid ninety percent (90%) of the starting rate for the Level 1 classification. Upon proof of having passed the licensing/certifying examination, the salary of such Employee shall be adjusted to the full rate retroactive to the date of successful completion of the examination, or commencement of employment, whichever is later.

(b) An Employee covered by this Collective Agreement who has not successfully completed a recognized course of training or certification examinations normally required for the classification in which they are employed shall be paid ninety percent (90%) of the applicable rate in the salary scale according to length of service.

(c) Where applicable, an Employee who has completed the required educational requirements of any of the paramedical professional classifications covered by this Collective Agreement and who has not yet fulfilled the requirements for licensure shall be paid ninety percent (90%) of the starting rate for the applicable classification. Upon providing proof of having completed licensing requirements, the salary of such Employee shall be adjusted to the full rate retroactive to the date of successful completion of the licensing requirements.

ARTICLE 9: RECOGNITION OF PREVIOUS EXPERIENCE

9.01 When an Employee has experience satisfactory to the Employer, their starting salary shall be adjusted by applying the following rule governing the recognition of previous experience, provided that not more than five (5) years have elapsed since such experience was obtained. All experience satisfactory to the Employer shall be recognized on a one-for-one basis, up to the top increment in the salary scale.

9.02 Increments based on previous experience recognized by the Employer shall be paid from the date on which the Employee provides supporting documentation of previous experience. Such documentation shall be provided to the Employer by the Employee within the first three (3) months of employment for recognition to be applicable. The Employer shall advise

Employees in writing as to the applicable step in the Wage Schedule, including reference to the recognition of previous experience.

9.03 This Article shall be applicable only to Employees whose date of hire is on or after the date of exchange of ratification of this Collective Agreement.

ARTICLE 10: HOURS OF WORK

10.01 Regular hours of work for a full-time Employee, exclusive of meal periods, shall be:

- (a) seven point seven five (7.75) work hours per day, and
- (b) seventy-seven point five (77.5) work hours in a fourteen (14) day calendar period.

10.02 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-quarters (7 3/4) hours; or
- (b) include, as scheduled by the Employer, one (1) rest period of fifteen (15) minutes during each half shift of not less than five (5) 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 five (5) hours.

10.03 If an Employee is recalled to duty by the Employer during their rest period, they shall be given a full rest period later in their shift or they shall receive pay at the applicable overtime rate.

10.04 (a) If an Employee is recalled to duty by the Employer during their meal period, they shall be given a full meal period later in their shift or they shall receive pay at the applicable overtime rate.

(b) If an Employee is required to be available during their meal period, they shall be paid at their Basic Rate of Pay.

10.05 Except in cases of emergency or by mutual agreement between an Employee and the Employer, shift schedules shall provide for:

- (a) at least fifteen and one-half (15 1/2) hours off duty between shifts;
- (b) at least two (2) consecutive days of rest;

(c) days of rest on two (2) weekends in a five (5) week period. "Weekend" shall mean a Saturday and the following Sunday, assuring a minimum of fifty-six (56) hours off duty;

(d) not more than six (6) consecutive scheduled days of work.

10.06 Shift schedules shall be posted not less than eight (8) weeks in advance.

10.07 Modified hours of work may be implemented where mutually agreed between the Employer and the Union.

10.08 (a) Where the Employer is unable to provide the provisions of Article 10.05 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 10.05(b) shall result in the payment to each affected Employee of two times (2X) their Basic Rate of Pay 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 10.05(c) shall result in payment to each affected Employee of two times (2X) their Basic Rate of Pay 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 10.05(c) shall result in payment to each affected Employee of two times (2X) their Basic Rate of Pay for each of two (2) regular shifts worked during the five (5) week period; and

(iv) failure to provide fifteen and one-half (15 1/2) hours off duty in accordance with Article 10.05(a) shall result in payment of two times (2X) the Basic Rate of Pay for all hours worked on that next shift.

(b) An Employee required to rotate shifts shall be assigned day duty approximately one-third (1/3) of the time unless mutually agreed to by the Employer and the 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.

ARTICLE 11: DAYLIGHT SAVING TIME

11.01 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 therefore at the applicable overtime rate. On the date fixed by said Act for the resumption of Daylight Saving Time, the resultant reduction of one (1) hour in the shift involved shall be effected with the appropriate deduction in regular earnings.

ARTICLE 12: OVERTIME

12.01 Overtime is all time authorized by the Employer and worked by an Employee in excess of seven and three-quarter (7 3/4) hours per day or on scheduled days of rest.

12.02 The overtime rate of two times (2X) the applicable basic hourly rate shall be paid for overtime worked:

- (a) during all hours worked in excess of seven and three quarters (7 3/4) hours in a day; and
- (b) for all hours worked on a scheduled day of rest.

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

12.04 The Employer shall designate a manager at the care home or program who may authorize overtime. Authorization of overtime arising as a result of unforeseeable circumstances shall not be unreasonably denied by the Employer.

ARTICLE 13: SHIFT PREMIUM

13.01 For an Employee working a shift where the majority of hours fall within the period of fifteen hundred (1500) hours and zero seven hundred (0700) hours, a shift premium shall be paid as follows:

- (a) two dollars and seventy-five cents (\$2.75) per hour for all hours worked between the period of fifteen hundred (1500) hours to zero seven hundred (0700) hours provided that greater than two (2) hours are worked; and
- (b) shift premium shall be paid in addition to the overtime rate, for overtime worked in conjunction with the shift worked in (a) above.

13.02 Where applicable, shift premium and weekend premium will be stacked.

ARTICLE 14: WEEKEND PREMIUM

14.01 A weekend premium of three dollars and twenty-five cents (\$3.25) per hour shall be paid to an Employee working a shift whereby the major portion of such shift is worked during a sixty-four (64) hour period commencing at fifteen hundred (1500) hours on a Friday.

ARTICLE 15: TRANSPORTATION ALLOWANCE

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

15.02 When an Employee is assigned duties necessitating the use of their private automobile, they shall be reimbursed at the highest Canada Revenue Agency non-taxable amount per kilometer.

ARTICLE 16: ANNUAL VACATION

16.01 An Employee shall be granted the vacation period preferred by them at such time as may be mutually agreed upon by the Employer and the Employee. When the number of Employees indicating a preference for a specific period exceeds the number of Employees as determined by the Employer that can be allocated vacation during that period, seniority shall be the deciding factor. The Employer shall indicate approval or disapproval in writing within fourteen (14) days of the request.

16.02 An Employee shall be entitled to an unbroken period of vacation equal to their entire vacation entitlement unless otherwise mutually agreed between the Employer and the Employee.

- 16.03 An Employee who chooses to take their vacation in broken periods shall be allowed to exercise their preference as to choice of vacation dates for only one (1) vacation period which falls in whole or in part during the period June 1 to August 31 inclusive, except where such vacation periods are not requested by other Employees.
- 16.04 Vacation periods shall not be less than one (1) day except where mutually agreed between the Employee and the Employer.
- 16.05 No Employee may continue to work and draw vacation pay in lieu of taking their vacation.
- 16.06
- (a) Employees will be entitled to accrue up to a maximum of six (6) weeks' worth of vacation hours. At such time as the Employee accrues the maximum of six (6) weeks, the Employer will require the Employee to utilize at least two (2) weeks of the accrued banks.
 - (b) At the discretion of the Employer, utilization of accruals may be discussed with the Employee, prior to the maximum accrual being attained, where individual circumstances warrant.
 - (c) Where extenuating circumstances exist, an Employee may request to accumulate vacation over the established limit. Such request shall not be unreasonably denied.
- 16.07 **Vacation Pay on Resignation**
- (a) If an Employee resigns, the Employee shall receive vacation pay representative of all vacation credits accumulated up to the date of resignation.
 - (b) When an Employee has provided notice of resignation to the Employer under Article 34.01, all monies due shall be paid on the pay period next following the last day of employment.
- 16.08 **Vacation Entitlement**
- During each year of continuous service in the employ of the Employer, an Employee shall earn entitlement to a vacation with pay and the rate at which such entitlement is earned shall be governed by the position held by the Employee and the total length of such service as follows:
- (a) during the first (1st) year of such employment, an Employee earns a vacation of fifteen (15) working days;

- (b) during the second (2nd) to ninth (9th) years of such employment, an Employee earns a vacation of twenty (20) working days;
- (c) during the tenth (10th) to nineteenth (19th) years of such employment, an Employee earns a vacation of twenty-five (25) working days;
- (d) during each of the twentieth (20th) and subsequent years of employment, an Employee earns a vacation of thirty (30) working days.
- (e) Supplementary 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.

- (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.

16.09 Only those hours of work paid at the basic rate and on a Named Holiday to a maximum of seven and three-quarter (7 3/4) hours will be recognized for the purpose of determining vacation pay.

16.10 (a) Where a voluntarily terminated Employee commences employment within six (6) months of date of termination of employment with another employer signatory to a collective agreement containing

identical provisions for entitlement to vacation as this Collective Agreement, such Employee shall retain the level of entitlement to vacation accrued with the former employer.

- (b) Where an Employee is voluntarily terminating their employment, the Employer shall provide the Employee with a written statement of their vacation entitlement upon termination.

16.11 Unless given four (4) weeks' advance notice of an alteration to their scheduled vacation period, an Employee required by the Employer to work during their vacation period will receive two times (2X) their Basic Rate of Pay for all hours worked. This premium payment will cease and the Employee's Basic Rate of Pay will apply at the start of their next regularly scheduled shift. The time so worked will be rescheduled as vacation.

ARTICLE 17: NAMED HOLIDAYS

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

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

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

- (a) the Province of Alberta, and
- (b) the Government of Canada.

In addition to the foregoing Named Holidays, full-time Employees who are in the employ of the Employer on January 1st of each calendar year shall be granted an additional "floater" holiday in that calendar year. The "floater" holiday shall be taken at a time to be mutually agreed upon by the Employer and the Employee.

17.02 No payment shall be due for the Named Holiday which occurs during a leave of absence during which an Employee is not paid.

- 17.03 To qualify for a Named Holiday with pay, the Employee must:
- (a) work their scheduled shift immediately prior to and immediately following the holiday except where the Employee is absent due to illness or other reasons acceptable to the Employer;
 - (b) work on the Named Holiday when scheduled to do so.
- 17.04 An Employee obliged to work on a Named Holiday shall be paid for all hours worked on the Named Holiday at time and one half (1 1/2X) their Basic Rate of Pay plus:
- (a) an alternate day off at a mutually agreed time; or
 - (b) by mutual agreement, a day added to their next annual vacation; or
 - (c) by mutual agreement, the Employee may receive payment for such day at their Basic Rate of Pay.
- 17.05 When a Named Holiday falls during an Employee's annual vacation, such holiday may, by mutual agreement, be added to the vacation period, or the alternate day off shall be dealt with as set out in Clause 17.04.
- 17.06 When a Named Holiday falls on a day that would otherwise be an Employee's regularly scheduled day of rest, the Employee shall receive an alternate day off as outlined in Article 17.04.

ARTICLE 18: SICK LEAVE

- 18.01 Sick Leave is provided by the Employer for an illness, quarantine by a Medical Officer of Health, or because of an accident for which compensation is not payable under the *Workers' Compensation Act*.
- The Employer recognizes that alcoholism, drug addiction and mental illness are illnesses which can respond to therapy and treatment, and that absence from work due to such therapy shall be considered sick leave.
- 18.02 After an Employee has completed their probationary period, they shall be allowed a credit for sick leave from the date of employment provided however that an Employee shall not be entitled to apply sick leave credits to the completion of their probationary period. Sick leave credits shall not accrue during any period of sick leave in excess of one (1) month.
- 18.03 An Employee granted sick leave shall be paid for the period of such leave at their Basic Rate of Pay, and the number of days thus paid shall be deducted from their accumulated sick leave credits up to the total amount

of the regular Employee's accumulated credits at the time sick leave commenced.

18.04 From time to time, an Employee may require a short period of absence from work with pay to attend to medical/dental/therapy services and/or appointments, immediate spousal and/or child illness, which cannot be undertaken after working hours.

Provided they have been given prior authorization by the Employer, such absence shall neither be charged against their accumulated sick leave, nor shall they suffer any loss of income provided such absence does not exceed two (2) hours during one (1) work day. If the absence is longer than two (2) hours, the whole period of absence shall be charged against their accumulated sick leave.

18.05 Employees may be required to submit satisfactory proof to the Employer of any illness, non-occupational accident or quarantine, or proof of appointment. Where the Employee must pay a fee for such proof, the full fee shall be reimbursed by the Employer.

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

18.07 An Employee reporting sick shall do so to the Employer as soon as possible in order that a replacement may be arranged for or duties redistributed.

18.08 Sick leave credits for a full-time Employee shall be earned and computed at the rate of one and one half (1 1/2) working days for each full month of employment up to a maximum credit of one hundred and twenty (120) days.

18.09 (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.

(b) Sick leave shall be granted:

(i) if an Employee becomes ill during their vacation period as stated in Article 18.09 above, 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 provision of Article 18.09 (a), should an Employee be admitted to hospital on an “in-patient” or “out-patient” basis during the course of their vacation, they shall be considered as being on sick leave for the period of hospitalization and subsequent period of recovery provided they notify their Employer upon return from vacation and provides satisfactory proof of their hospitalization. Vacation time not taken as a result of such stay in hospital shall be rescheduled to a mutually agreeable time.

18.10 (a) An Employee who has been receiving Long Term Disability benefits and who is able to return to work and who is capable of performing the duties of their former position, shall provide the Employer with two (2) weeks’ written notice of readiness to return to work. The Employer shall then reinstate them in the same position held by them immediately prior to their disability at not less than the same step in the pay scale and other benefits that accrued to them prior to disability.

- (b) An Employee who does not qualify for Long Term Disability benefits and who exhausts their sick leave credits during the course of an illness shall be considered as remaining on sick leave without pay or benefits for the duration of the illness or up to a further eighteen (18) months, whichever is the lesser. Upon the Employee’s readiness to return to work following such leave, they shall provide the Employer with two (2) weeks written notice of their intention to return to work.

- (c) When an Employee is on sick leave without pay, the provisions of Clause 23.01 shall apply.

18.11 Upon termination of employment, all sick leave credits shall be cancelled and no payment shall be due therefor.

18.12 Information on an Employee’s sick leave shall be confidential unless the Employee consents in writing to such release.

18.13 An Employee who commences employment within six (6) months of the date that they voluntarily terminated employment with either the same Employer or an Employer signatory to a Collective Agreement containing identical sick leave provisions shall retain to their benefit, in accordance with the provisions of this Article, entitlement to the balance of accumulated sick leave credits at the time of said termination. Otherwise, sick leave credits will be cancelled and no payment will be due therefor. The Employee shall

be provided with a written statement of such entitlement upon their termination.

ARTICLE 19: WORKERS' COMPENSATION

- 19.01 Workers' Compensation Board ("WCB") coverage will be provided by the Employer for an Employee.
- 19.02 An Employee who sustains an injury in the course of their duties with the Employer and is on an approved Workers' Compensation claim as a result shall be paid their benefits directly by the Workers' Compensation Board for the duration of their WCB claim.
- 19.03 Employees shall not be paid sick leave benefits when they are absent from work and drawing Workers' Compensation. An Employee absent on Workers' Compensation for a period in excess of thirty (30) calendar days shall not accumulate sick leave credits or vacation entitlement during the period of absence.
- 19.04 Employees shall not be entitled to a compensating day off in lieu of a Named Holiday from the Employer while receiving benefits from Workers' Compensation.
- 19.05 An Employee who has been on Workers' Compensation and who is certified by the Workers' Compensation Board to be fit to return to work and who is capable of performing the duties of their former position, shall provide the Employer with two (2) weeks' written notice of readiness to return to work.
- 19.06 The Parties recognize that the Employer may be required to reconcile payments to the Employee with subsequent assigned payments from the Workers' Compensation Board.
- 19.07 The Employee shall keep the Employer informed regarding the status of their WCB claim and provide any medical or claim information that may be required by the Employer.

ARTICLE 20: OCCUPATIONAL HEALTH AND SAFETY

- 20.01 The Parties to this Collective Agreement will co-operate to the fullest extent in the matter of occupational health, safety and accident prevention, and the Employer agrees to provide safety equipment when required and to install devices where necessary. The Employer and Employees will take reasonable steps to reduce or minimize all workplace safety hazards.
- 20.02 A Care Home or program Occupational Health and Safety Committee ("Committee") will be established and the Union will have the right to

designate one (1) member of the bargaining unit as a member of this Committee. This Committee may include representatives from other employee groups. The number of Employer representatives on the Committee shall not exceed the number of representatives from the Union and other employee groups.

- 20.03 The Basic Rate of Pay will be paid to such Employee for time spent in attendance at a meeting of this Committee.
- 20.04 The Committee shall meet at least quarterly at a mutually acceptable time and date. The Co-chair persons may call a special meeting of this Committee to deal with urgent matters and, in addition, shall meet within ten (10) days of receiving a written complaint regarding occupational health or safety. The terms of reference will determine the procedure for dealing with such matters. These terms of reference of the Committee shall be agreed upon by the Union, Employer, and other employee groups. The employee representatives of the Union may request the attendance of guest(s) at an Occupational Health and Safety Committee meeting(s), and this shall not be unreasonably denied.
- 20.05 The Committee will select two (2) co-chairs, an Employer co-chair and an Employee co-chair, for the committee. The Employee co-chair shall be selected by the employee members of the Committee. Co-chairs shall alternate chairing the meetings.
- 20.06 The Employer will co-operate with the Committee by providing:
- (a) materials and equipment necessary to carry out its functions in accordance with its terms of reference;
 - (b) data pertaining to workplace health and safety conditions;
 - (c) access to information pertaining to accidents, incidents, or occupational diseases that occur at the work site.
- 20.07 The Parties will provide available relevant information to all applicable Parties, endeavouring to provide the relevant information at least five (5) days prior to any discussions or meetings to ensure meaningful discussion of safety concerns, incidents, and issues. Relevant information that is being referred to in this article may include, but is not limited to:
- Incident reports,
 - Employer policies and procedures,
 - Assessment reports (e.g. hygiene, environmental, etc.),
 - OHS Officer reports.

- 20.08 The Committee shall assist the Employer:
- (a) by identifying situations which may be unhealthy or unsafe in respect of the work site and make appropriate recommendations;
 - (b) in the development and promotion of measures to protect the safety and health of Employees in the facility and to check the effectiveness of such measures.
- 20.09 The Committee shall also consider measures necessary to ensure the safety of each Employee on the Employer's premises and may make recommendations to the Employer in that regard. Should adequate steps not be taken within twenty-eight (28) calendar days from the date the recommendation is made, the Committee may request and shall have the right to have their recommendations presented to the Manager of Employee Wellness, or their designate.
- (a) If an issue arises regarding occupational health or safety, the employee or Union shall first seek to resolve the issue through discussion with the applicable immediate supervisor in an excluded management position. If the issue is not resolved satisfactorily, it may then be forwarded, in writing, to the Committee.
 - (b) Should the issue remain unresolved by the Committee; the issue shall be referred to the Vice President with accountability for OH&S. A resolution meeting between the Union and the Vice President, or designate(s), shall take place within twenty-eight (28) calendar days of the issue being referred to the Vice President. The Vice President (or designate) shall reply in writing to the Union within fourteen (14) calendar days.
 - (c) Should the issue remain unresolved following the Vice President's written response, the Union may request and shall have the right to present its recommendation(s) to the governing Board. A resolution meeting shall be held within thirty (30) calendar days of the issue being referred to the Board. The governing Board shall reply in writing to the Union within twenty-eight (28) calendar days of the presentation by the Union.
- 20.10 An Employee's rights shall be respected in accordance with the *Alberta Occupational Health and Safety Act*.
- 20.11 The Employer shall not unreasonably deny Committee members access to the workplace to conduct safety inspections, including monitoring.

- 20.12 Where the Employer requires that the Employee receive specific immunization and titre as a result of or related to their work, it shall be provided at no cost.
- 20.13 Employer policies, plans and procedures related to Occupational Health and Safety shall be reviewed annually by the Committee and the Committee may make recommendations to the employer in that regard.
- 20.14 The Employer, Union and Employees are committed to supporting a harassment and bullying free work environment. The Employer shall have in place a bullying and harassment prevention plan that can include policies, procedures, training materials, posters and other resources. Aspects of this plan shall be reviewed annually by the Committee.

ARTICLE 21: GROUP BENEFIT PLANS

- 21.01 When the enrollment and other requirements of the benefit plan carriers have been met, the Employer shall take steps to contract for and implement the following group plans:
- (a) Alberta Health Care Insurance Plan;
 - (b) an Allied Health Plan which provides one hundred percent (100%) reimbursement of eligible expenses up to the established maximums provided for within the benefit carrier contract;
 - (c) a Prescription Drug Plan which provides eighty percent (80%) reimbursement of eligible expenses up to the established maximums provided for within the benefit carrier contract and in accordance with the current Alberta Health Drug Benefit List;
 - (d) a Dental Plan which provides eighty percent (80%) reimbursement of eligible basic services; fifty percent (50%) reimbursement of eligible extensive services; and fifty percent (50%) reimbursement of eligible orthodontic services up to the established maximums provided for within the benefit carrier contract and in accordance with the current Alberta Dental Association Fee Guide;
 - (e) at the Employer's option, a "Supplementary Unemployment Benefit (SUB) Plan" to supplement an eligible Employee's Employment Insurance to meet the Employer's obligation to provide benefit payments to an Employee during the valid health-related period for being absent from work due to pregnancy for which they have provided satisfactory medical proof; and
 - (f) a Group Insurance Plan, inclusive of:

- (i) Basic Life Insurance;
- (ii) Basic Accidental Death and Dismemberment Insurance;
- (iii) Long Term Disability Insurance (income replacement during qualifying disability equal to sixty percent (60%) of basic monthly earnings at the Basic Rate of Pay to the established maximum following a one hundred and twenty (120) working day elimination period).

21.02 Such coverage shall be provided to:

- (a) a regular full-time Employee; and
- (b) a regular part-time employee whose hours of work are equal to or greater than fifteen (15) hours per week averaged over one (1) complete cycle of the shift schedule; and
- (c) a temporary Employee whose hours of work are equal to or greater than fifteen (15) hours per week averaged over one (1) complete cycle of the shift cycle after six (6) months of employment.

21.03 The implementation and operation of the Benefit Plan referred to above shall, at all times, be subject to and governed by the terms and conditions outlined in the Benefit Plan information booklets and the terms and conditions of the policies or contracts entered into with the benefit carriers. The Employer shall make available to all Employees participating in these plans copies of information booklets of these plans.

21.04 The Employer shall implement these plans with the premium costs being shared. The premiums will be cost-shared seventy-five percent (75%) by the Employer and twenty-five percent (25%) by the Employee.

21.05 The Employer shall advise Employees of all benefit plan premium changes.

21.06 On approval of an unpaid leave of absence of more than one (1) month's duration, an Employee shall make arrangements for the prepayment of the full premiums due for the duration of the leave of absence, for the aforementioned benefit plans, prior to the leave of absence commencing.

ARTICLE 22: PENSION PLAN

22.01 When enrollment and other legal requirements have been met, the Employer shall take steps to contract for and implement a Defined Contribution Pension Plan.

- 22.02 The Pension Plan shall be open to all Regular Employees, subject to enrollment requirement, other than those Employees who are already members of another pension plan with the Employer.
- 22.03 The Employee and the Employer shall make matching biweekly contributions of four percent (4%) of their Basic Rate of Pay.
- 22.04 The implementation and operation of the Pension Plan referred to above shall, at all times, be subject to and governed by the terms and conditions outlined in the pension plan information brochures and the terms and conditions of the policies or contracts entered into with the pension carrier. The Employer shall make available to all Employees participating in these plans copies of information brochures.

ARTICLE 23: LEAVES OF ABSENCE

23.01 General Policies Governing All Leaves of Absence

- (a) Employees are eligible for the job protected leaves as set in the Alberta Employment Standards Code.
- (b) Applications for leave of absence shall be submitted, in writing, to the Employer as early as possible. Applications shall indicate the date of commencement of leave and the date of return from the leave. The Employer shall indicate approval or disapproval in writing within fourteen (14) calendar days of the request for any leave of absence.
- (c) A leave of absence without pay may be granted to an Employee at the discretion of the Employer. Permission for leave of absence will not be unreasonably withheld and, where permission is denied, reasons will be given. The Employee shall not work for gain during the period of leave of absence except with the express consent of the Employer.
- (d) In the case of a leave of absence in excess of thirty (30) calendar days, Employees shall cease to accrue sick credits, vacation entitlement and credit towards salary increments.
- (e) Employees shall not be entitled to Named Holidays with pay which may fall during the period of leave of absence.
- (f) When an Employee is on leave of absence without pay and is receiving Long Term Disability benefits, the Employer will continue to pay the Employer's share of Alberta Health Care premiums for a

period not exceeding twenty-four (24) months from the beginning of Long Term Disability provided that the Employee makes prior arrangements with the Employer for the payment of the Employee's share of Alberta Health Care premiums. Failure by an Employee to submit their portion of applicable premiums will result in the Employer discontinuing premium payments for that Employee.

- (g) Applications for Leaves of Absence for more than a period of twelve (12) months require approval by a Director of Operations.

23.02

Bereavement Leave

- (a) Bereavement Leave with pay of:
 - (i) five (5) consecutive working days shall be granted in the event of the death of a member of the Employee's immediate family. Upon request, the employee may be granted additional leave of absence without pay. Immediate family of the employee is defined as spouse, parent, child, brother, sister, fiancé, step-parent, step-children, step-brother, step-sister, grandchild shall be considered as members of the employee's immediate family. "Spouse" shall include common-law or same-sex relationship and shall be deemed to mean a man or woman who resided with the employee and who was held out publicly as their spouse for a period of at least one (1) year before the death.
 - (ii) Three (3) consecutive working days shall be granted in the event of the death of the following members of the Employee's family: mother-in-law, father-in-law, son-in-law, daughter-in-law, brother-in-law, sister-in-law aunt, uncle, niece, nephew, and legal guardian and grandparent.
 - (iii) In calculating paid bereavement leave entitlement for part-time Employees, the provisions of this Article shall apply only to regularly scheduled working days which fall during a ten (10) calendar day period, commencing with the date of death.
- (b) In the event of the death of another relative or friend, the Employer may grant time off with pay to attend the funeral service.
- (c) Bereavement leave shall be extended by up to two (2) working days if travel in excess of three hundred and twenty-two (322) kilometres one way from the Employee's residence is necessary.

23.03

Maternity Leave

- (a) An Employee who has ninety (90) days of employment shall, upon their written request, be granted Maternity Leave to become effective thirteen (13) weeks immediately preceding the 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, Supplementary Unemployment Benefits or Long Term Disability benefits. Maternity Leave shall not exceed sixteen (16) weeks.
- (b) A pregnant Employee whose continued employment in their position may be hazardous to them 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 above, 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 a need for an absence from work longer than eighteen (18) months, the Employee may request further leave without pay and benefits as provided by the General Leave Article.
- (c) A pregnant Employee whose pregnancy ends other than as a result of a live birth within sixteen (16) weeks of the estimated due date is entitled to Maternity Leave. If Maternity Leave has not already commenced in accordance with Clause 23.03 (a) such Maternity Leave will end sixteen (16) weeks after the commencement of the leave.

23.04

Parental Leave

- (a) An Employee who has completed ninety (90) days of employment shall, upon their written request (with at least three (3) weeks advance notice where possible), be granted a leave of absence without pay and benefits for the purpose of parenting duties following the birth or adoption of a child, for a period of up to sixty two (62) weeks. For the birth mother, Parental Leave starts immediately following Maternity Leave.
- (b) An Employee absent on Parental Leave shall provide the Employer with three (3) weeks' written advance notice of their readiness to return to work, 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 wage schedule or provide them with alternate work of a comparable nature at not less than the same step in the wage schedule and other benefits that accrued to them up to the date they commenced the leave.

- (c) Parental leave shall end seventy-eight (78) weeks from the birth of the child or the date of adoption unless mutually agreed otherwise between the Employer and the Employee.

23.05 **Educational Leave**

The Employer makes available to the Employee an opportunity to participate in educational programs. Employees are encouraged to improve their educational qualifications and training in order to increase their competence in their present position and to prepare themselves for future advancement.

A paid leave of absence and/or reasonable expenses may be granted to an Employee at the discretion of the Employer to enable the Employee to participate in education programs.

23.06 **Leave of Absence for Union Business**

- (a) Provided the efficiency of operations shall not in any case be disrupted, leave of absence with pay and without loss of seniority shall be granted by the Employer to Employees elected or appointed to represent the Union at conventions, meetings, workshops, seminars, schools and other Union business.
- (b) Regular Employees who are hired for a paid position with the Union shall be granted leave of absence without pay but with no loss of seniority for a period of one (1) year. Extension of such leave may be granted, if submitted in writing and approved by a Director of Operations. Approval of an extension will be dependent on operational requirements and will not be unreasonably withheld.
- (c) Should the Employer not grant a leave requested in Article 23.06 (a) or (b), the Employer will provide to the Employee the reasons in writing for the request not being granted.
- (d) Members of the Board of Directors of the Union shall be granted a leave of absence with pay and without loss of seniority to attend meetings of the Board of Directors of the Union. Such member shall

provide the Employer with such request in writing with as much advance notice as possible.

- (e) The President and Vice President of the Union shall be granted leave with pay as required to attend to Union business, provided reasonable notice is given. Upon notification from the Union to the Employer, the Parties shall meet and negotiate specific letters of understanding for leaves of absence.
- (f) Representatives of the Union shall be granted time off with pay and without loss of seniority in order to participate in collective bargaining and Essential Services negotiations with the Employer.
- (g) Time off granted in accordance with Article 23.06 (a)(d)(e) and (f) shall be with pay and the Union agrees to reimburse the Employer for those costs plus a fifteen percent (15%) administration fee.

23.07 **Court Appearance**

An Employee required by law to appear in Court for jury selection, as a member of a jury, or as a witness in a matter arising out of their employment shall be allowed time off without loss of pay which the Employee would have normally received based on their regular hours of work. Any fee received as such juror or witness shall be paid to the Employer. An Employee acting as a voluntary witness shall not be paid for such absence. Where an Employee is required by law to appear before a court of law for reasons other than those stated above, they shall be granted a leave of absence without pay.

23.08 **Special Leave**

The Parties recognize that an Employee may be unable to report to work due to unanticipated circumstances of pressing necessity which requires the Employee's personal attention, which may include illness in the Employee's immediate family. The Employer shall approve special leave in such circumstances to a maximum of four (4) days without loss of pay in each calendar year.

23.09 **Compassionate Care Leave**

- (a) An Employee who has completed at least ninety (90) days of employment, shall be entitled to a leave of absence without pay, 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.

- (b) Qualified relative for compassionate care leave means a person in a relationship to the Employee designated in the Alberta Employment Standards Code Regulations.
- (c) At the request of the employee, Compassionate Care Leave may be taken in one (1) week increments.
- (d) 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.

23.10 Leave for Public Office

- (a) The Employer recognizes the right of an employee to participate in public affairs. Therefore, upon written request, the Employer shall allow a leave of absence without pay to permit them to fulfill the duties of that office.
- (b) Regular Employees who are elected to public office shall be allowed a leave of absence without pay, but with no loss of seniority, for a period of time not to exceed four years.
- (c) An Employee who has been on public office leave shall be reinstated by the Employer in the same position and job classifications held by their immediately prior to taking such leave or be provided with alternate work of a comparable nature.

23.11 Domestic Violence Leave

- (a) An Employee may access domestic violence leave under the Employment Standards Code. Such leave shall not negate their ability to access other leaves under this Collective Agreement.
- (b) Personal information concerning domestic violence shall be kept confidential by the Employer.
- (c) The Employee and the Employer will only disclose relevant information on a “need to know” basis to protect confidentiality while ensuring workplace safety.

ARTICLE 24: WORKPLACE COMMITTEES

- 24.01 An Employee who is required by the Employer to attend meetings with the Employer and who is available and attends such meetings shall be paid at their Basic Rate of Pay for all hours of attendance at these meetings.

ARTICLE 25: APPOINTMENTS, PROMOTIONS, TRANSFERS AND VACANCIES

- 25.01 When a new position is created or when a vacancy occurs in any job classification covered by this Collective Agreement, such position or vacancy shall be posted for not less than seven (7) calendar days in advance of making an appointment.
- 25.02 The Union shall be advised of the name of the successful applicant of a posting for a position in the bargaining unit within seven (7) calendar days of the appointment.
- 25.03 Where an Employee has applied on the posting, the name of the successful applicant shall be communicated in writing to the applicants in the bargaining unit within seven (7) calendar days of the appointment.
- 25.04 Applicants for transfer and/or promotion shall be informed in writing of their acceptance or rejection within seven (7) calendar days of the date of the appointment.
- 25.05 (a) In making promotions and transfers, the determining factors shall be skill, knowledge, efficiency, experience and other relevant attributes, and where these factors are considered to be relatively equal, seniority shall be the deciding factor.
- (b) Subject to Clause 25.05 (a) where vacancies are filled, first consideration shall be given to Employees who are already members of the bargaining unit and employed at the care home or program where the vacancy is located. Subsequent consideration shall be given to Employees employed at one of the care homes or programs covered by this collective agreement.
- 25.06 (a) The transferred or promoted Employee will be given a trial period of three hundred and twenty-five and one-half (325 1/2) hours worked in which to demonstrate their ability to perform the new assignment satisfactorily. During this trial period, the Employee may choose to return or the Employer may direct the Employee to return to their former position and Basic Rate of Pay without loss of seniority.
- (b) The Employer shall provide an evaluation of the Employee prior to the completion of the trial period.

- 25.07 Requests for transfer or applications for vacancies shall be in accordance with the Employer's online process.
- 25.08 An Employee's anniversary date for the purpose of an annual increment shall not be changed as a result of promotion.

ARTICLE 26: LAYOFF AND RECALL

- 26.01 (a) In the event of a proposed layoff or elimination of positions, the Employer will advise the Union with as much advance notice as possible, and prior to any Employee being notified.
- (b) In case it becomes necessary to reduce the working force, the Employer will notify the Employees who are to be laid off twenty eight (28) calendar days prior to the layoff, except that the twenty eight (28) calendar days' notice shall not apply where the layoff results from an act of God, fire, flood, or a work stoppage by Employees not covered by this Collective Agreement. A copy of the notice of any layoff shall be sent to the Union forthwith.
- 26.02 Layoff shall occur in reverse order of seniority.
- 26.03 (a) When increasing the workforce, recalls shall be carried out in order of seniority provided the Employee can perform the required work satisfactorily. Such recall shall apply only to work periods of fourteen (14) calendar days' duration or longer.
- (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 shall return to work as soon as possible not later than five (5) calendar days following the date of the telephone call or the date the letter was registered.
- 26.04 No new Employees shall be hired while there are other Employees on layoff as long as laid off Employees can perform the required work satisfactorily.
- 26.05 (a) When relief hours are available for a duration of less than fourteen (14) calendar days, and Employees covered by the Collective Agreement are on layoff as per Article 26, the Employer shall offer such work to laid off Employees in order of their seniority before offering the work to a relief Employee.

- (b) The Employer shall not alter an Employee's initial dates of layoff and recall should the Employee accept relief hours under Article 26.05(a).
- (c) An Employee on layoff under Article 26 shall have the right to refuse an offer of any hours for periods of less than fourteen (14) calendar days without adversely affecting their recall status.

- 26.06 Employees laid off may, with the assistance of or through the Employer, make arrangements for payment of the full premiums of benefits coverage during the layoff period.
- 26.07 Other than for the continuance of seniority, discipline, grievance and arbitration rights and rights and benefits arising under this Article, an Employee's rights while on layoff shall be limited to the right of recall.
- 26.08 The employment of an Employee shall be considered terminated when they do not return from layoff as required, or has not changed their status to relief prior to the layoff end date, or has been on layoff for twelve (12) months without being recalled.

ARTICLE 27: DISCIPLINE AND DISMISSAL

- 27.01 No Employee shall be disciplined without just cause. The procedure stated in Clause 27.02 does not prevent immediate discipline or dismissal for just cause or for the dismissal of an Employee serving a probation period.
- 27.02
- (a) The Employer shall provide at least twenty-four (24) hours advance notice to an Employee required to meet with the Employer for the purposes of investigating a matter related to the Employee or discussing or issuing discipline. The Employer shall advise the Employee of the nature of the meeting and that they may be accompanied by a Labour Relations Officer or designate of the Union at such meeting(s). The Employee shall be compensated at the applicable rate of pay for the duration of such meeting(s).
 - (b) Unsatisfactory conduct and/or performance by an Employee which is not considered by the Employer to be serious enough to warrant suspension or dismissal shall result in a written warning to the Employee, given to the Employee within fifteen (15) calendar days of the act becoming known to the Employer, with a copy to the Union.
 - (c) When disciplinary action is taken against an Employee, the Employee and the Union shall be informed in writing as to the reason(s) for such action. Copies of all disciplinary documents

issued shall be forwarded to the Union within three (3) calendar days giving particulars of the incident.

- (d) Employees shall be given the opportunity to sign disciplinary notices as having been read.

27.03 A discipline memo that is grieved and determined to be unjustified shall be removed from the Employee's personnel file.

27.04 An Employee, who has been subject to disciplinary action, shall after two (2) years from the date the disciplinary measure was initiated, request in writing that their record be cleared of that disciplinary action. The Employer shall confirm in writing to the Employee that such action has been effected.

ARTICLE 28: SENIORITY

28.01 (a) Seniority is determined by continuous service in the bargaining unit.

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

28.02 Seniority shall be the determining factor in:

- (a) preference of vacation time; and
- (b) layoff and recall.

28.03 Hours accumulated while an Employee is employed as a Casual or Temporary Employee will be recognized should the Employee become a regular full-time or part-time Employee.

ARTICLE 29: GRIEVANCE

29.01 A grievance shall be defined as a difference between the Employer and either the Employee or the Union as to the interpretation, application, operation or any contravention or alleged contravention of this Collective Agreement.

29.02 **Communication**

- (a) Any notice of advice which the Employer or members or its administration staff; or
- (b) Any notice of advice which the Union or the Employee is required to give in respect of any matter referred to in this Article shall be

sufficient if delivered to the applicable person as identified in Article 6 (Notification).

29.03 **Time Periods**

- (a) For the purpose of this Article, periods of time shall mean consecutive calendar days exclusive of Saturdays, Sundays and the Named Holidays named in this Collective Agreement.
- (b) Should the Employee or the Union fail to comply with any time limits in the grievance procedure, the grievance shall be considered conceded and shall be abandoned unless the Parties have mutually agreed, in writing, to extend the time limits.
- (c) Should the Employer fail to comply with any time limits in the grievance procedure, the grievance shall automatically move to the next step on the day following the expiry of the particular time limit, unless the Parties have mutually agreed, in writing, to extend the time limits.
- (d) Time limits may be extended by mutual agreement, in writing, between the Union and the Employer.

29.04 An Employee shall have the right at any time to have the assistance of a Union Representative.

29.05 Replies to grievances shall be in writing at all steps.

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

29.07 **Policy Grievance**

- (a) 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 Director of Clinical Services or designate. If the difference is not resolved in this manner, it may become a policy grievance.
- (b) A policy grievance shall be submitted in writing to the Director of Human Resources, or designate, and shall indicate the nature of the grievance, the clause or clauses claimed to have been violated, and the redress sought. Such grievance shall be submitted within twenty (20) days of the occurrence of the act causing the grievance or within twenty (20) days of the time that the Union could reasonably have become aware that a violation of this Collective Agreement occurred. The Parties will arrange a grievance meeting within ten (10) days of

receipt of the grievance by the Employer. The decision of the Employer shall be made known to the Union, in writing, within seven (7) days of the grievance meeting.

- (c) Should the Union elect to submit a policy grievance herein to Arbitration, it shall notify the Employer, in writing, within seven (7) days of the receipt of the decision and name its appointee to an Arbitration Board at the same time. By mutual agreement, in writing, between the Parties, a single Arbitrator may be appointed.

29.08

Grievance Procedure

- (a) Formal Discussion

If a difference arises between one (1) 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.

- (b) Step 1 (Site Manager)

A grievance advanced to step 1 shall be submitted in writing by the Union to the Site Manager or designate within ten (10) days of the act giving rise to the grievance, or within ten (10) days of the time that the Employee could reasonably have become aware of the alleged violation of this Collective Agreement. The grievance shall state the nature of the grievance, the clause or clauses claimed to have been violated, and the redress sought and shall be signed by the employee. The Parties will arrange a grievance meeting within ten (10) days of receipt of the grievance by the Employer at step 1. The Site Manager or designate shall respond to the grievance in writing within seven (7) days of the grievance meeting.

- (c) Step 2 (Director of Clinical Services)

A grievance advanced to step 2 shall be submitted by the Union in writing, along with a copy of the original grievance, to the Director of Clinical Services or designate within seven (7) days of receipt of the Site Manager's written decision at step 1. The Parties will arrange a grievance meeting within ten (10) days of receipt of the grievance by the Employer at step 2. The Director of Clinical Services or designate shall respond to the grievance in writing within seven (7) days of the grievance meeting.

(d) Step 3 - Arbitration

- (i) If the grievance is not settled under Step 2 above, the Union shall, within ten (10) days of receiving the decision of the Director of Clinical Services or designate, notify the Employer in writing of its intention to submit the grievance to arbitration; and
 - (aa) shall inform the Employer of the Union's nominee to the Arbitration Board; and
 - (bb) state its desire to meet to consider the appointment of a single Arbitrator.
- (ii) The Employer shall, within ten (10) days of receipt of such notice:
 - (aa) inform the Union of the Employer's nominee to the Arbitration Board; or
 - (bb) arrange to meet with the Union in an effort to select a single Arbitrator.
- (iii) Where nominees to a Board have been named by the Parties, they shall, within ten (10) days, attempt to select a mutually acceptable Chairperson for the Arbitration Board.
- (iv) If the two (2) members fail to appoint a third person within the time limits, or if the Parties are unable to select a mutually agreed upon single Arbitrator, the Director of Mediation Services shall be requested to appoint a third member who shall be Chairperson of the Arbitration Board or appoint a single person to act as the single Arbitrator.
- (v) The Arbitration Board or single Arbitrator shall hear and determine the difference and shall issue an award in writing, and the decision is final and binding upon the Parties and upon the Employee(s) affected by it. The decision of a majority of an Arbitration Board is the award of the Arbitration Board. When there is no majority decision, the decision of the Chairperson shall be the decision of the Arbitration Board.
- (vi) Each Party to the difference shall bear the expense of its respective appointee to the Arbitration Board. The two (2) Parties shall bear equally the expenses of the Chairperson or the single Arbitrator.

- (vii) The Arbitration decision shall not alter, amend or change the provisions of this Collective Agreement.

29.09 Except in the cases of suspension or dismissal, both of which may be submitted to grievance, the Employee shall continue to perform their duties during any and all proceedings outlined in this Article.

ARTICLE 30: PERFORMANCE APPRAISAL

30.01 Each Employee shall receive a yearly written performance appraisal.

30.02 (a) Meetings for the purpose of discussing performance appraisals shall be scheduled by the Employer with reasonable notice, which shall not be less than twenty-four (24) hours.

(b) An Employee receiving a performance appraisal shall sign such performance appraisal for the sole purpose of indicating that they are aware of the contents, and shall have the right to add comments, in writing, within seven (7) calendar days of the performance appraisal to be attached to their performance appraisal and placed in their personnel file.

(c) An Employee shall be given a copy of the performance appraisal and their comments, if any.

ARTICLE 31: PERSONNEL FILE

31.01 With at least one (1) day's notice, an Employee shall have the right to view their personnel file once each year or when the Employee has filed a grievance. The Employee may be accompanied by a Union Representative if the Employee so desires.

31.02 An Employee shall be given a copy of the contents of their personnel file provided that they first pay to the Employer a reasonable fee to cover the costs of the copying, such fee to be determined by the Employer.

ARTICLE 32: ORIENTATION

32.01 The Employer shall provide a paid orientation period for all new Employees. Orientation programs may include orientation to the care home or program, orientation to the work area, and the standard Employer's general orientation, as well as the opportunity for Union orientation described in Clause 4.06.

ARTICLE 33: INSERVICE PROGRAM

- 33.01 The Employer reserves the right to identify specific in-service sessions as being mandatory for Employees and those required to attend such sessions shall be paid at the applicable rate of pay for attendance.

ARTICLE 34: RESIGNATION

- 34.01 An Employee shall provide to the Employer twenty-eight (28) calendar days' written notice, where possible, and shall, in any case, provide the Employer with fourteen calendar (14) days' written notice of their decision to terminate their employment.
- 34.02 Where notice has been given in accordance with 34.01, the Employer shall provide to the Employee a letter of portability and, if requested by the Employee in writing, shall arrange for exit interview on or before the Employee's last scheduled day of work.
- 34.03 An Employee who has resigned shall be eligible to receive retroactive any increase in salary which would have been received but for the resignation of employment, provided that the Employee submits to the Employer a written application for such retroactive salary within thirty (30) calendar days of the date of ratification.
- 34.04 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 to within three (3) calendar days of the day on which they terminate their employment.

ARTICLE 35: BULLETIN BOARD

- 35.01 The Employer shall provide bulletin boards which shall be placed so that all Employees shall have access to them and upon which the Union shall have the right to post notices of meetings and other such notices as may be of interest to the Employees.
- 35.02 The Employer reserves the right to require that posted material objectionable to the Employer be removed from bulletin boards.

ARTICLE 36: POLICIES

- 36.01 The Employer maintains the right to have in place policies and procedures that are relevant to the workplace or that concern the provision of service to residents and conduct acceptable to the organization. The Employer shall ensure that these policies are located on the Employer's intranet and

accessible to all Employees. Copies of relevant policies will be provided to the Union upon request.

ARTICLE 37: TEMPORARY EMPLOYEES

37.01 A temporary full-time or temporary part-time Employee shall be covered by the applicable provisions of this Collective Agreement.

ARTICLE 38: PART-TIME EMPLOYEES

38.01 Except as modified by this Article, all provisions of this Collective Agreement shall apply to part-time Employees.

38.02 Part-time Employees shall be paid, in addition to their regular salary, five percent (5%) of their earnings at the employee's Basic Rate of Pay in lieu of Named Holidays.

38.03 A part-time Employee required to work on a Named Holiday shall be paid at one and one half times (1 1/2X) their Basic Rate of Pay for work performed up to seven and three-quarters (7 3/4) hours. Two times (2X) their Basic Rate of Pay shall be paid for work in excess of seven and three-quarters (7 3/4) hours on such day.

38.04 Vacation accrual rates shall be pro-rated on the basis of the regularly scheduled hours worked by the part-time Employee in relation to the regularly scheduled hours for a full-time Employee.

38.05 A part-time Employee shall accumulate sick leave credits on the basis of one and one-half (1 1/2) days per month, pro-rated on the basis of the regularly scheduled hours worked by the part-time Employee in relation to the regularly scheduled hours for a full-time Employee.

38.06 The Basic Rate of Pay will prevail for additional hours worked by a regular part-time Employee beyond their scheduled hours provided:

- (a) the hours worked do not exceed seven and three-quarter (7 3/4) hours per day;
- (b) the hours worked do not exceed seventy-seven and one-half (77 1/2) hours over a period of fourteen (14) calendar days;
- (c) the part-time Employee does not work in excess of six (6) consecutive days without a day off;
- (d) the part-time Employee does not work in excess of ten (10) days in a fourteen (14) day period.

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

ARTICLE 39: CASUAL EMPLOYEES

39.01 Except as modified in this Article, all provisions of this Collective Agreement shall apply to Casual Employees except that Articles 10, 18, 21, 22, 23, 24, 28 and 34 have no application to Casual Employees.

39.02 (a) Casual Employees shall be paid, in addition to their regular salary, five percent (5%) of their earnings at the employee's Basic Rate of Pay in lieu of Named Holidays.

(b) Casual Employees required to work on a Named Holiday shall be paid at one and one-half times (1 1/2X) their Basic Rate of Pay for work performed up to seven and three-quarters (7 3/4) hours. Two times (2X) their Basic Rate of Pay shall be paid for work in excess of seven and three-quarters (7 3/4) hours on such day.

39.03 In lieu of vacation, Casual Employees shall be paid on each pay in accordance with the following.

(a) during the first (1st) year of such employment, six percent (6%) of their regular earnings; or

(b) during the second (2nd) to ninth (9th) years of such employment, eight percent (8%) of their regular earnings; or

(c) during the tenth (10th) to nineteenth (19th) years of such employment, ten percent (10%) of their regular earnings; or

(d) during each of the twentieth (20th) and subsequent years of employment, twelve percent (12%) of their regular earnings.

ARTICLE 40: COPIES OF THE COLLECTIVE AGREEMENT

40.01 Copies of the Collective Agreement shall be posted on the Employer's Intranet as soon as possible after ratification and signing.

40.02 Copies of this Collective Agreement shall be made available to each new Employee by the Union at commencement of employment.

40.03 The size, format and number of copies of the Collective Agreement will be mutually decided upon. The cost of printing shall be shared equally between the Union and the Employer.

ARTICLE 41: JOB DESCRIPTIONS

- 41.01 The Employer shall ensure that job descriptions are located on the Employer's intranet and accessible to all Employees
- 41.02 Upon request, the Employer will provide the Union with a copy of a job description for any job 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 42: JOB CLASSIFICATIONS

42.01 New Classifications

If the Employer creates a new job classification which belongs in the bargaining unit and which is not now designated in this Collective Agreement, or if a new job 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) calendar days of the creation of the new job classification or the inclusion of a new job classification in the bargaining unit, meet for the purpose of establishing a position title and salary scale for the new job classification.
- (c) Should the Parties, through discussion and negotiation, agree to a salary scale for the new job classification, the salary scale shall be retroactive to the date that the new job classification was implemented.
- (d) Should the Parties, through discussion and negotiation, not be able to agree to a position title, 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 to the salary scale, the Union may, within sixty (60) calendar days of the date the new job 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.

ARTICLE 43: CONTRACTING OUT

- 43.01 Where the Employer finds it becomes necessary to transfer, assign, sub-contract or contract out any work or functions performed by Regular Employees covered by this Collective Agreement, the Employer shall notify the Union sixty (60) days in advance of such change, and will meet and discuss reasonable measures to protect the interests of affected employees.

WAGE SCHEDULE

Step 1 Step 2 Step 3 Step 4 Step 5 Step 6 Step 7 Step 8 Step 9

PROFESSIONAL

Dietitian I

April 1 2020 (0%)	\$37.85	\$39.20	\$40.77	\$42.20	\$43.72	\$45.38	\$46.96	\$48.64	\$50.33
October 1, 2021 (1%)	\$38.23	\$39.59	\$41.18	\$42.62	\$44.16	\$45.83	\$47.43	\$49.13	\$50.83
April 1, 2022 (1.25%)	\$38.71	\$40.08	\$41.69	\$43.15	\$44.71	\$46.40	\$48.02	\$49.74	\$51.47
April 1, 2023 (2%)	\$39.48	\$40.88	\$42.52	\$44.01	\$45.60	\$47.33	\$48.98	\$50.73	\$52.50

Occupational Therapist I

Physiotherapist I

April 1 2020 (0%)	\$37.30	\$38.61	\$40.06	\$41.53	\$43.04	\$44.68	\$46.33	\$47.96	\$49.65
October 1, 2021 (1%)	\$37.67	\$39.00	\$40.46	\$41.95	\$43.47	\$45.13	\$46.79	\$48.44	\$50.15
April 1, 2022 (1.25%)	\$38.14	\$39.49	\$40.97	\$42.47	\$44.01	\$45.69	\$47.37	\$49.05	\$50.78
April 1, 2023 (2%)	\$38.90	\$40.28	\$41.79	\$43.32	\$44.89	\$46.60	\$48.32	\$50.03	\$51.80

Social Worker II

April 1 2020 (0%)	\$36.95	\$38.21	\$39.68	\$41.12	\$42.66	\$44.21	\$45.90	\$47.51	\$49.14
October 1, 2021 (1%)	\$37.32	\$38.59	\$40.08	\$41.53	\$43.09	\$44.65	\$46.36	\$47.99	\$49.63
April 1, 2022 (1.25%)	\$37.79	\$39.07	\$40.58	\$42.05	\$43.63	\$45.21	\$46.94	\$48.59	\$50.25
April 1, 2023 (2%)	\$38.55	\$39.85	\$41.39	\$42.89	\$44.50	\$46.11	\$47.88	\$49.56	\$51.26

Recreational Therapist I

April 1 2020 (0%)	\$35.80	\$37.14	\$38.48	\$39.95	\$41.43	\$42.92	\$44.52	\$46.05	\$47.67
October 1, 2021 (1%)	\$36.16	\$37.51	\$38.86	\$40.35	\$41.84	\$43.35	\$44.97	\$46.51	\$48.15
April 1, 2022 (1.25%)	\$36.61	\$37.98	\$39.35	\$40.85	\$42.36	\$43.89	\$45.53	\$47.09	\$48.75
April 1, 2023 (2%)	\$37.34	\$38.74	\$40.14	\$41.67	\$43.21	\$44.77	\$46.44	\$48.03	\$49.73

TECHNICAL

Respiratory Therapist I

April 1 2020 (0%)	\$36.81	\$37.90	\$39.13	\$40.32	\$41.61	\$42.92	\$44.29	\$45.70	\$47.30
October 1, 2021 (1%)	\$37.18	\$38.28	\$39.52	\$40.72	\$42.03	\$43.35	\$44.73	\$46.16	\$47.77
April 1, 2022 (1.25%)	\$37.64	\$38.76	\$40.01	\$41.23	\$42.56	\$43.89	\$45.29	\$46.74	\$48.37
April 1, 2023 (2%)	\$38.39	\$39.54	\$40.81	\$42.05	\$43.41	\$44.77	\$46.20	\$47.67	\$49.34

Covid-19 Recognition Lump Sum

On the first pay period following ratification, each Employee will be issued a one-time payment of 1% of the Basic Rate of Pay for all hours between January 1, 2021 and December 31, 2021

LETTER OF UNDERSTANDING #1

BETWEEN

THE GOOD SAMARITAN SOCIETY
(A Lutheran Social Service Organization)
(hereinafter referred to as the Employer)

AND

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

RE: SEVERANCE

Purpose:

1. The Parties agree that the primary purposes of the Severance Program (the Program) are to recognize the contribution of Employees, to allow Employees to leave the system with dignity, to minimize disruption, and to ensure quality and continuity of services. Severance is one of many human resource management tools to assist with restructuring the organization.

Severance Offering and Eligibility:

2. The Program will be offered in accordance with the provisions of this Letter of Understanding, over a period of time beginning the date on which the Parties exchange notice of ratification for this Collective Agreement and ending March 31, 2020, or upon ratification of a new Collective Agreement, whichever is later.
3.
 - (a) Severance will be offered only as a result of organizational changes that result in the permanent elimination of regular positions occupied by Regular Employees.
 - (b) The timing and extent of application periods and of the offering of severance will be determined by the Employer.
 - (c) Program transfers affecting other bargaining units may be taken into account when assessing the extent of the permanent reduction of regular positions occupied by the Union certified regular Employees.
4. The Program, when offered by the Employer, will be open to all eligible Regular Part-time and Full-time Employees employed and working in a regular position as of the date of the Program offering.

Severance Calculation

5. Where the Employer offers severance, it will be calculated as follows:
- (a) The equivalent of two (2) weeks' regular salary for each full year of continuous service to a maximum payout of forty (40) weeks.
 - (b) For the purposes of the Program, "regular salary" shall be calculated as follows.

$$\text{Regular Salary} = \text{Employee's Regularly Scheduled Hours of Work as of the date of application to the Program} \times \text{Employee's Basic Rate of Pay as of the date of application to the Program}$$

- (c) For the purposes of the Program, "continuous service" will be calculated from Employee's the last date of hire recognized by the Employer.
6. The Employee will have the option of receiving an approved severance through a payout of monies described in point 5 or working notice equivalent to two (2) weeks for each full year of continuous service to a maximum notice period of forty (40) weeks. If the Employee chooses notice rather than a severance payout, the Employee will be entitled to take reasonable time off without loss of earnings during the notice period to attend job interviews and to pursue retraining opportunities.

Severance Approval:

- 7.
- (a) The Employer shall have the right to accept or reject any application for severance based on operational requirements. If there are more Employees wishing to take severance than there are positions to be eliminated, severance will be granted in order of seniority where operationally possible.
 - (b) Severance will not be approved if termination of the Employee does not directly result in the permanent elimination of the Employee's full time equivalency.
 - (c) The Employer reserves the right to determine the date of termination, and once approved, the decision to take severance and terminate employment is irrevocable.

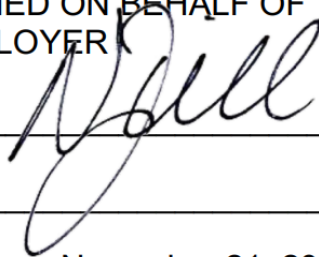
8. The Employer will only consider a severance application from an Employee on sick leave, WCB, or LTD where the Employee has provided medical evidence to the Employer that they are fit to return to work.

Operation of the Program:

9. (a) Employees whose applications for severance are approved will terminate their employment and shall have no right to recall under Article 26: Layoff and Recall.
- (b) Employees whose application for severance are approved will not be eligible for rehire by the Employer or any employer who is Party to an agreement containing a similar provision regarding severance, or any employer or agency funded directly or indirectly by Alberta Health Services, or Alberta Health Services itself, for the period of the severance. Employees who are co-employed by an employer funded directly or indirectly by the Alberta Health Services, or Alberta Health Services itself, at the time of the severance approval will not have their severance reduced.
- (c) The Employee may be considered for re-hire by the Employer or by an employer referred to in point 9(b) provided they repay to the Employer the difference, if any, between the time they were unemployed and the length of time for which the severance was paid.
10. Severance paid 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 expire on March 31, 2024, or upon the date of ratification of the next Collective Agreement, whichever is later.

SIGNED ON BEHALF OF THE
EMPLOYER



Date: November 21, 2023

SIGNED ON BEHALF OF THE UNION



Date: November 21, 2023

LETTER OF UNDERSTANDING #2

BETWEEN

THE GOOD SAMARITAN SOCIETY
(A Lutheran Social Service Organization)
(hereinafter referred to as the Employer)

AND

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

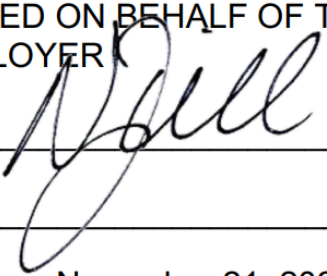
RE: PROGRAM TRANSFERS

The Parties agree that in the event a program(s) or a service(s) are transferred by the Employer from one Facility to another Facility, both of which have bargaining units represented by the Union, the Parties will meet prior to the transfer taking place to discuss the process to be followed and the transfer of the affected Employees into regular positions established at the new program or service location.

For the purposes of this Letter of Understanding, "Facility" shall mean a service delivery location of the Employer and identified at clause 2.01 of the Collective Agreement.


This Letter of Understanding shall expire on March 31, 2024 or upon the date of ratification of the next Collective Agreement, whichever is later.

SIGNED ON BEHALF OF THE
EMPLOYER



Date: November 21, 2023

SIGNED ON BEHALF OF THE UNION



Date: November 21, 2023

LETTER OF UNDERSTANDING #3

BETWEEN

THE GOOD SAMARITAN SOCIETY
(A Lutheran Social Service Organization)
(hereinafter referred to as the Employer)

AND

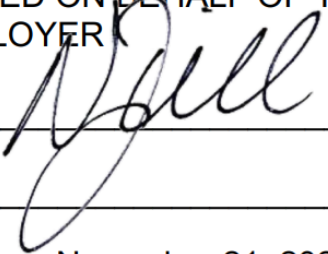
HEALTH SCIENCES ASSOCIATION OF ALBERTA
(hereinafter referred to as the Union)

RE: DR. GERALD ZETTER CARE CENTRE EMPLOYEES

The Parties agree that notwithstanding Article 22: Pension Plan, eligible Employees employed at the Dr. Gerald Zetter Care Centre shall participate in the Local Authorities Pension Plan.


This Letter of Understanding shall expire on March 31, 2024, or upon the date of ratification of the next Collective Agreement, whichever is later.

SIGNED ON BEHALF OF THE
EMPLOYER



Date: November 21, 2023

SIGNED ON BEHALF OF THE UNION



Date: November 21, 2023

LETTER OF UNDERSTANDING #4

BETWEEN

THE GOOD SAMARITAN SOCIETY
(A Lutheran Social Service Organization)
(hereinafter referred to as the Employer)

AND

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

RE: EMPLOYMENT IN MULTIPLE POSITIONS

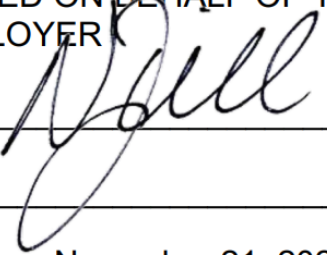
The Parties agree that this Letter of Understanding applies to Employees who hold more than one (1) position under the Collective Agreement as of the date of its signing or to Employees who subsequently attain more than one (1) position.

1. An Employee is responsible for notifying their supervisor that they are employed in multiple positions with the Employer.
2.
 - (a) Employees shall not be employed with the Employer in greater than full-time capacity.
 - (b) Notwithstanding the above, an Employee who holds a part-time position(s) may work additional shifts, however, it is intended that the total hours will not normally exceed full-time hours, and in any case shall not contravene this Collective Agreement.
3. Subject to the Employer's operational ability to do so, the Employer agrees to combine the regular hours of work of multiple positions held by an Employee for the purpose of benefit eligibility, pension, vacation accrual, sick leave accrual, named holiday pay, increments, placement on the salary appendix and seniority, provided that the following conditions are met:
 - (a) The total hours of the positions do not exceed full-time employment as defined in this Collective Agreement; and
 - (b) The regular hours of work to be combined are associated with regular part-time positions; and
 - (c) The positions are in the same classification and their schedules can be merged or the Employer and Employee mutually agree to waive the scheduling provision of Article 10 in the Collective Agreement; and

- (d) The Employee, where possible, and subject to the approval of the Employer, will distribute their banked time such as vacation and named holidays between work sites according to the FTEs of the Employee's position.
4. Where the regular hours of work of multiple positions cannot be combined in accordance with point 3 above because they are in different classifications, they may be combined for the purposes of determining benefit eligibility only.
 5. An Employee who holds multiple positions would have their salary adjusted to the highest increment level achieved in any of the positions currently held, providing that the positions are the same classification. The time period for any further increment advancement would include any regular hours already worked and not credited towards the next increment level.
 6. An Employee who holds multiple positions would have the earliest "seniority date" recognized for the purpose of Article 28.
 7. Probation and Trial Periods:
 - (a) Pursuant to clause 7.05 of the Collective Agreement, an Employee shall serve only one probationary period with Employer so long as they remain continuously employed with the Employer.
 - (b) The trial period will apply to each component of the multiple positions.
 8. Layoff and recall provisions shall apply individually to each position.
 9. An Employee who holds multiple positions, and who fails to report for work as scheduled due to a conflict in schedules, may be required to relinquish one of the positions.
 10. An Employee who accepts multiple positions acknowledges the Employer's requirement to manage shift scheduling based on operational need. If a schedule changes as a result of operational requirements, then an Employee may be required to resign one or more of their positions. Should an Employee be required to resign from a position(s) under these circumstances, they shall be given twenty-eight (28) days' notice of such requirement or such lesser time as may be agreed between the Employer and the Union.
 11. The Employer reserves the right to deny or terminate multiple position situations based on operational requirements or health and safety factors, subject to all provisions of the Collective Agreement.


This Letter of Understanding shall expire on March 31, 2024, or upon the date of ratification of the next Collective Agreement, whichever is later.

SIGNED ON BEHALF OF THE EMPLOYER



Date: November 21, 2023

SIGNED ON BEHALF OF THE UNION



Date: November 21, 2023

LETTER OF UNDERSTANDING #5

BETWEEN

THE GOOD SAMARITAN SOCIETY
(A Lutheran Social Service Organization)
(hereinafter referred to as the Employer)

AND

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

RE: PROFESSIONAL DEVELOPMENT ALLOCATION (PDA)

1. A Regular Employee who on April 1st of a given fiscal year is employed in a position of zero point three nine (0.39) FTE or greater and who has seven hundred and sixty-eight (768) paid hours with the Employer in the previous fiscal year shall be entitled to a professional development allocation (PDA) of up to fifteen hundred dollars (\$1500.00) in the current fiscal year. The actual PDA amount shall be prorated to the FTE of the Employee's position as of April 1st of the fiscal year in which the PDA amount will be available.
2. For the purposes of this Letter of Understanding, "fiscal year" shall mean the pay periods of the Employer's fiscal year, starting with the first pay period commencing in April of one year and ending with the last pay period commencing in March of the following year.
3. Eligible expenses (see point 4) incurred within the fiscal year shall be paid from the PDA for that same fiscal year, with the exception of licensing fees which allows for the claim of unclaimed licensing fees for the prior fiscal year.
4. **Eligible Expenditures**

The PDA may be used for the following purposes during the entitlement year:

- (a) Time off without loss of pay to attend a course relevant to the Employee's job classification. Reimbursement for such time off will be based on the number of hours absent from regular hours of work due to the course attendance multiplied by the Employee's Basic Rate of Pay at the time the course is taken.
- (b) Reimbursement for the cost of professional licensing fees required as a condition of employment or practice.

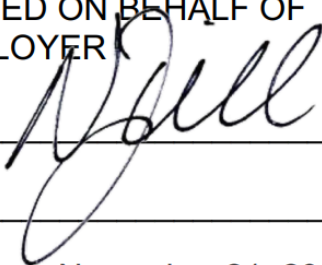
- (c) Reimbursement of tuition costs or course registration fees for courses that are related to an Employee's job classification.
 - (d) Reimbursement of travel costs associated with course attendance pursuant to point 4(a).
 - (e) Reimbursement for purchase of professional journals, books or publications related to an Employee's job classification.
5. PDA funds allocated for the current fiscal year which are not used by March 31 of the same fiscal year shall be carried forward into subsequent fiscal year. PDA funds carried forward which are not used by the conclusion of the subsequent fiscal year shall be forfeited by the Employee. For accounting of the use of PDA funds, eligible expenditures will be first applied against PDA funds carried forward, then PDA funds allocated to the current fiscal year.
 6. Regular Employees who are laid off after April 1st of the fiscal year in which the funds are available to Regular Employees shall maintain access to the fund for the balance of that fiscal year. Any PDA funds not used by the conclusion of the fiscal year shall be forfeited by the Employee.
 7. Regular Employees who are on approved leave of absence after April 1st of the fiscal year in which the funds are available to Regular Employees shall maintain access to the fund for the balance of that fiscal year.
 8. Reimbursement will be provided by the Employer upon submission of a receipt from the appropriate organization that has provided the service to the Regular Employee. The Employer shall reimburse the Employee within fourteen (14) calendar days of the Employee having submitted all of the required documentation.
 9. Regular Employee who terminates employment voluntarily and who within six (6) months of termination re-commences employment with the Employer as a Regular Employee shall maintain their PDA. For the purposes of calculating their PDA entitlement, regular hours worked by the Regular Employee in the previous fiscal will be used in respect of point #1.
 10. Time off requested by a Regular Employee for professional development shall be in accordance with the provisions of Article 23: Leave of Absence.
 11. A Regular Employee who is employed in more than one position with the Employer will receive one PDA based upon the combined total of the full-time equivalencies (FTEs) of their positions.
 12. Regular Employees will be given an update of their PDA balance twice per year in January and July, or upon request. If an Employee requests an update, such update will be provided, in writing, within fourteen (14) calendar days of the request.

13. Effective the date of ratification:

- (a) Each Regular Employee, who has qualified for a Professional Development Allocation as per point 1 of this Letter of Understanding, shall be entitled to take two (2) professional development days without loss of pay, annually prior to March 31st.
- (b) Professional development days not used in the fiscal year prior to March 31st shall not be carried forward into subsequent years.
- (c) Requests for professional development days shall be made in writing, to the Employer, as early as possible and shall not be unreasonably denied.

This Letter of Understanding shall expire on March 31, 2024, or upon the date of ratification of the next Collective Agreement, whichever is later.

SIGNED ON BEHALF OF THE
EMPLOYER



Date: November 21, 2023

SIGNED ON BEHALF OF THE UNION



Date: November 21, 2023

LETTER OF UNDERSTANDING #6

BETWEEN

**THE GOOD SAMARITAN SOCIETY
(A Lutheran Social Service Organization)**
(hereinafter referred to as the Employer)

- and -

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

RE: FLEXIBLE HEALTH SPENDING ACCOUNT

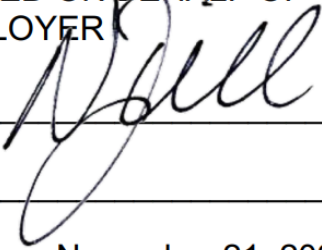
1. Effective January 1, 2013, a Flexible Health Spending Account (FHSA) will be implemented for all Employees eligible for benefits in accordance to Article 21.02.
2. The sum of six hundred (\$600) for each benefit-eligible Employee shall be allocated to their FHSA on January 1 of each year. Proration of the allocated amount shall apply to Employees who become benefit-eligible during the calendar year with pro-ration calculated on the basis of full months remaining in the calendar year following the date the Employee becomes benefit eligible.

Employees who cease to be benefit-eligible shall forfeit the balance of their FHSA allocation.

3. Any unused allocation in an Employee's FHSA as of December 31st of each year may be carried forward to the following calendar year for a maximum of one (1) calendar year.
4. The FHSA may be utilized by Employees for purposes of receiving reimbursement for health and dental expenses that are eligible medical expenses in accordance with *The Income Tax Act*.
5. The administration of the FHSA shall be subject to and governed by the terms and conditions of the applicable contract between the Employer and the benefit plan carrier.
6. The FHSA shall be implemented and administered in accordance with *The Income Tax Act* and applicable regulations in effect at the time of implementation and during the course of operation of the FHSA.


This Letter of Understanding shall expire on March 31, 2024, or upon the date of ratification of the next Collective Agreement, whichever is later.

SIGNED ON BEHALF OF THE
EMPLOYER



Date: November 21, 2023

SIGNED ON BEHALF OF THE UNION



Date: November 21, 2023

LETTER OF UNDERSTANDING #7

BETWEEN

THE GOOD SAMARITAN SOCIETY
(A Lutheran Social Service Organization)
(hereinafter referred to as the Employer)

- and -

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

RE: RRSP CONTRIBUTION IN-LIEU OF PENSION PLAN PARTICIPATION

1. This Letter of Understanding (LOU) shall apply to the following employees:

(a) Tony Maheswaran, and

(b) any Employee who becomes eligible based on the criteria noted below,

hereinafter referred to individually as the “eligible Employee”.

2. **Eligible Employee**

An eligible Employee shall mean an Employee who holds and continues to hold a permanent position of 0.40 Full-Time Equivalent (FTE) or greater at the Dr. Gerald Zetter Care Centre (“Zetter”) and holds and continues to hold a permanent position of 0.40 FTE or greater at another non-Zetter Employer care home.

In the event the eligible Employee ceases to meet these criteria, they shall cease to be an eligible Employee on the date they no longer meet the criteria, this LOU shall no longer apply to them, and contributions to the Group RRSP shall cease that same date.

3. **Group RRSP Contributions**

The eligible Employee may, on a one-time basis if they choose to and they bring their request in writing to the attention of the Employer, contribute four percent (4%) to the GSS Group Registered Retirement Savings Plan (the “Group RRSP”) based on their hours worked in their position at the non-Zetter care home. The Employer will match the eligible Employee’s contribution to the Group RRSP.

4. An eligible Employee specifically named at point #1 and who chooses to contribute to the Group RRSP pursuant to point #3 shall complete the required GSS Group RRSP forms in full and submit the forms to the Manager, Pension Services at GSS Head Office (via interdepartmental mail) within ten (10) days of the date of

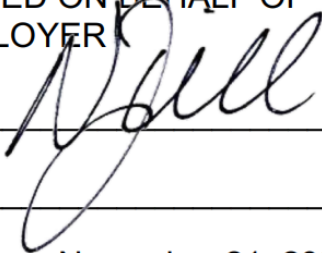
exchange of written notice of ratification of the memorandum of settlement (MOS). In that event, Group RRSP contributions by the eligible Employee and the Employer will commence within two (2) full pay periods of the date of ratification of the MOS.

In the case of an Employee who becomes eligible following the date of ratification of the MOS, the contributions will commence within two (2) full pay periods of the completed Group RRSP forms received by the Manager, Scheduling and Payroll.

5. Canada Revenue Agency (CRA) penalties on RRSP contributions that exceed the eligible Employee's annual contribution limit shall be the sole responsibility of the eligible Employee.


This Letter of Understanding shall expire on March 31, 2024, or upon the date of ratification of the next Collective Agreement, whichever is later.

SIGNED ON BEHALF OF THE
EMPLOYER



Date: November 21, 2023

SIGNED ON BEHALF OF THE UNION

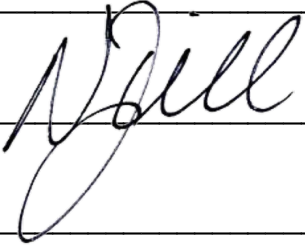



Date: November 21, 2023

IN WITNESS WHEREOF THE PARTIES HAVE EXECUTED THIS COLLECTIVE AGREEMENT BY AFFIXING HERETO THE SIGNATURES OF THEIR PROPER OFFICERS IN THAT BEHALF.

ON BEHALF OF THE GOOD SAMARITAN SOCIETY

ON BEHALF OF THE HEALTH SCIENCES ASSOCIATION OF ALBERTA





Date: November 21, 2023

Date: November 21, 2023