

# COLLECTIVE AGREEMENT

BETWEEN

EXCEL RESOURCES SOCIETY  
Balwin Villa and Grand Manor

AND

UNITED FOOD AND COMMERCIAL WORKERS  
CANADA UNION, LOCAL NO. 401

Renewal: March 31<sup>st</sup>, **2025**

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THIS AGREEMENT MADE this \_\_\_\_\_ day of \_\_\_\_\_, **2023**.

BETWEEN: Excel Resources Society  
(Balwin Villa and Grand Manor)  
(hereinafter referred to as the “Employer”)

Party of the First Part

AND: United Food and Commercial Workers Canada Union,  
Local No. 401  
(hereinafter referred to as the “Union”)

Party of the Second Part

The Parties mutually agree as follows:

#### Article 1 – Purpose of Agreement

The purpose of this Agreement entered into by collective bargaining is to maintain a sound and satisfactory relationship between the Employer and its employees, and to establish the necessary procedures and provisions to assist both the Employer and the Union to accomplish their objectives.

#### Article 2 – Recognition and Jurisdiction

- 2.1 The Employer recognizes the Union as the sole and exclusive collective bargaining agent for employees of Excel Resources Society ***in accordance with the Certificates issued by the Alberta Labour Relations Board***, namely, “All employees at Grand Manor when employed in auxiliary nursing care” ***and “All employees at Balwin Villa”***.

- 2.2 No employee shall be required or permitted to make any written or verbal agreement that may be in conflict with this Collective Agreement.
- 2.3 “Employee” means a person employed by the Employer who is in the bargaining unit covered by this Collective Agreement and who is employed in one of the following categories:
- (a) “Full-time Employee” is an employee who occupies a permanently established full-time position and is regularly scheduled to work the full specified hours in the Hours of Work Article of this Collective Agreement.
  - (b) “Part-time Employee” is an employee who occupies a permanently established part-time position and is regularly scheduled to work less than an average of thirty (30) hours per week as determined by the Employer.
  - (c) “Temporary Employee” is an employee who is hired on a temporary basis for a full-time or part-time position:
    - (i) For a specific job, the duration of which is more than three (3) months but less than twelve (12) months (a request to create or extend a Temporary position/employee’s term up to six (6) months will not be unreasonably denied); or
    - (ii) To replace a full-time or part-time employee who is on approved leave, the duration of which is in excess of three (3) months.

A temporary full-time or temporary part-time employee shall be covered by the terms and conditions of this Collective Agreement applicable to full-time or part-time employees as the case may be.

A temporary employee shall not have the right to grieve the termination of their employment upon completion of the temporary position.

(d) "Relief Employees" is an employee who:

- (i) Is regularly scheduled for a period of three (3) months or less for a specific job; or
- (ii) Relieves for absence, the duration of which is three (3) months or less; or
- (iii) Works on a call-in basis.

The provisions of this Collective Agreement shall not apply to relief employees except as specifically stated in the Collective Agreement.

The provisions of Articles 1, 2, 3, 4, 5, 6, 7, 8, 10, 11.1, **11.3(b)**, 12.1, 12.2, 13.3, 15, 17, 18, 20, 21, 22, 23, and Appendix "A" shall apply to relief employees.

The provisions of Articles 9.1, 9.10, 9.11, 9.13, and 9.14, shall apply to relief employees.

2.4 The provisions of this Collective Agreement shall not be interpreted or applied in such a manner as to permit the duplication or pyramiding of any benefits or premiums provided under the terms of this Collective Agreement.

2.5 The Collective Agreement does not apply to the following:

- (a) Students on paid work experience programs.

- (b) Persons employed under special or wage subsidy cost-shared programs funded in whole or in part by Municipal, Provincial, and/or Federal Government.
- (c) Volunteers.
- (d) Paid Companions.

It is understood and agreed that the application of the foregoing shall not be permitted to reduce or eliminate hours of work for current employees.

### Article 3 – Management Rights

3.1 The Employer will be the sole judge of the appropriate location of its place or places of business, the number of employees to be employed, and the work to be performed at all such locations. Except where otherwise expressly limited by a specific provision of this Agreement, the Employer shall have the sole and exclusive right to determine all matters pertaining to the management of the Employer and its affairs. Without limiting the generality of the foregoing, such Employer rights shall include 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 classifications and work units and to determine the number of employees, if any, needed from time to time in any work unit or classification and to determine whether or not a



position, work unit, or classification will be continued or declared redundant;

- (c) Hire, promote, transfer, layoff, and recall employees;
- (d) Demote, discipline, suspend, or discharge for just cause.

#### Article 4 – Union Security

- 4.1 All employees of the Employer covered by this Agreement; shall as a condition of continued employment, become members in good standing of the Union. The Employer shall be free to hire new employees who are not members of the Union, provided said non-members, shall apply for and become members at the point of hiring. The Employer will supply a copy of an application (provided by the Union) for Union membership to each new employee hired and return said form to the Union within seven (7) calendar days of the date the employee is assigned to the Bargaining Unit site.
- 4.2 The Employer shall provide fifteen (15) minutes of paid time ***and fifteen (15) minutes of unpaid time*** for each employee or group of employees in the first month of employment for the Union Stewards or Union Representative to provide a proper Union orientation. The Employer will ensure that the time required for this orientation is allotted.
- 4.3 No individual employee or group of employees shall undertake to represent the Union at meetings with the Employer without proper authorization of the Union. In order that this may be carried out, the Union will supply the Employer with the names of its representatives. Similarly, the Employer will supply the Union with a list of its supervisory or other personnel with whom the Union may be required to transact business.

- 4.4 The employees covered by this Collective Agreement have the right to have the assistance of a Union Steward and/or a representative of the Union who shall have access to the Employer premises in the processing of a grievance(s) with the Employer, or for the purpose of updating the Union's on-site bulletin board as necessary, or assisting in the settlement of any matter arising out of this Collective Agreement with prior permission of the Site Director, or designate, which shall not be unreasonably withheld.
- 4.5 Employees of the Employer who are Union Stewards shall not suffer loss of regular straight time wages for time spent in Union-Management meetings, grievance meetings, performing Union Steward functions as provided in this Collective Agreement.
- 4.6 (a) The Union shall have the right to appoint or otherwise select four (4) Union Stewards from each work site.
- (b) The Union shall notify the Employer, in writing, of the names of each Union Steward before the Employer shall be required to recognize them.
- (c) The Union acknowledges that the Union Stewards have regular duties to perform on behalf of the Employer and may not leave their regular duties without notifying their immediate Supervisor who is not within the scope of the bargaining unit. Each Union Steward shall, with the consent of their Supervisor, be permitted to leave their regular duties for a reasonable length of time, without loss of pay, to function as a Union Steward as provided in this Collective Agreement. Such consent from the Supervisor shall not be unreasonably withheld. When Union Stewards or Union Representatives are meeting with an employee(s) pertaining to Union business, it is expected that wherever possible such discussion shall take place

during the employee's coffee or meal breaks. Where this is not possible, the employee must receive approval of their immediate Supervisor who is not within the scope of the bargaining unit prior to leaving their regular duties.

- (d) If, in the performance of their duties, a Union Steward is required to enter an area in which they are not ordinarily employed, they shall immediately upon entering such area, report their presence to the Supervisor who is not within the scope of this Agreement.

- 4.7 The Employer will provide appropriate space for a locking bulletin board, supplied by the Union, for use by the Union at each of the Employer's work sites which are accessible to employees. The bulletin board shall be used for the posting of Union information directed to its members. The Union shall not post material which is derogatory toward the Employer.

## Article 5 – Deduction of Union Dues

- 5.1 The Employer shall deduct from the wages of each employee such Union dues and assessments at such rates as the Union directs.
- 5.2 Money so deducted during any month shall be forwarded by the Employer to the Secretary-Treasurer of the Union not later than fifteen (15) days following the end of the Employer's four (4) or five (5) week accounting period accompanied by a written statement of the names of employees for whom the deductions were made and the amount of each deduction.
- 5.3 Upon mutual agreement the Employer may submit the dues electronically in a manner acceptable to both parties.

- 5.4 The Employer will note the individual Union dues deducted and enter the amount on T-4 slips issued for income tax purposes.
- 5.5 Any change in the monthly Union dues will be communicated to the Employer in writing and take effect one (1) full calendar month following the notification.
- 5.6 ***Either party may request a meeting to discuss any concerns with respect to the deduction and remittance of Union dues, initiation fees or other assessments made by the Union.***

#### Article 6 – Grievance Procedure

- 6.1 A difference between the parties as to the interpretations, application, operation, or any contravention or alleged contravention of the terms and provisions of this Agreement shall be considered as a grievance.

The Union or the Employer may present a grievance.

It is the mutual desire of the parties that complaints of employees shall be addressed as quickly as possible and it is generally understood that employees should attempt to give their immediate Supervisor, who is not within the scope of this Collective Agreement or ***their*** designate, an opportunity to address the complaint. The immediate Supervisor and or ***their*** designate shall render ***their*** decision within two (2) days.

If an employee has any complaint or question which ***they*** wish to discuss with the Employer, the employee may either alone or with the assistance of ***their*** Union Steward, discuss the matter with the employee's immediate Supervisor who is not within the scope of this Collective Agreement or ***their*** designate. The

employee may request the Union Steward to act on ***their*** behalf in the presence of the employee in order to achieve a resolution.

- 6.2 If such complaint or question is not settled to the satisfaction of the employee concerned it may be submitted as a grievance and the following steps of the grievance procedure shall be invoked.
- 6.3 The word “days” in this article shall mean consecutive calendar days excluding Saturdays, Sundays, and named Holidays.
- 6.4 Time limits and procedures contained in this grievance procedure are mandatory. Failure to initiate a grievance within the prescribed time limit and in accordance with the prescribed procedure shall result in abandonment of the grievance. Failure to reply to a grievance in a timely fashion shall advance the grievance to the next level. Grievances so advanced shall be subject to time limits as if a reply had been made on the last allowable day of the preceding level in the procedure. A grievance shall ***be abandoned*** if no request for arbitration is made within ***seventy (70)*** calendar days of its initiation, unless the Union and Employer otherwise mutually agree in writing.
- 6.5 Time constraints in the grievance procedure may be extended by mutual agreement in writing.

#### Step #1

Between the employee, their Union Steward or a Union Representative, or by the Union on behalf of the employee, shall present the grievance to the Site Director or ***their*** designate. Such grievance shall be in writing, signed by the Union and shall be presented within fifteen (15) days of the date the grievor became aware of, or reasonably should have become aware of the alleged occurrence said to have caused the grievance. The grievance shall contain:

- (a) A summary of circumstances giving rise to the grievance.
- (b) The provision(s) of the Collective Agreement considered violated.
- (c) The particulars of the remedy sought.

The Director or ***their*** designated representative shall give ***their*** reply in writing within ten (10) days.

### Step #2

If such reply is not satisfactory, the Union may forward the grievance in writing to the President/CEO or designate within ten (10) days of the Step #1 reply. The President/CEO or ***their*** designated representative shall reply within ten (10) days.

If the grievance is not settled, either party may submit the grievance to arbitration as outlined in Article 6.7.

## 6.6 Policy Grievance

A dispute involving a question of general application, interpretation, and affecting a group of employees, shall be reduced to writing and submitted at Step #1 of the grievance procedure within fifteen (15) days of the date the grievor(s) became aware of, or reasonably should have become aware of the alleged occurrence said to have caused the grievance. A policy grievance shall be filed by a Union Representative.

## 6.7 Arbitration

Request for arbitration must be submitted within forty (40) days after the grievance was dealt with as outlined in Step #2 of the grievance procedure.

Within fourteen (14) days of receipt of notification provided for as above, the party receiving such notice shall:

- (a) Inform the other party of the name of its appointee to the Arbitration Board; or
- (b) Arrange to meet with the other party in an effort to select a single arbitrator. Where an agreement cannot be reached on the principal and/or selection of a single arbitrator, an Arbitration Board shall be established.
- (c) Where appointees to the Board have been named by the parties, they shall, within twenty (20) days, endeavor to select a mutually acceptable Chairperson of the Arbitration Board. If they are unable to agree upon the choice of a Chairperson, application shall be made to the Director of Alberta Mediation Services to appoint an arbitrator pursuant to the provisions of the Alberta Labour Relations Code.
- (d) The Arbitration Board shall hear such evidence as the Parties may desire to present, assure a full, fair hearing, and shall render the decision, in writing, to the Parties within fourteen (14) days after the completion of the hearing.
- (e) The decision of the majority of the Board of Arbitration, or if there is no majority, the decision of the Chairperson, shall be the decision of the Board. The decision of a Board of Arbitration or the decision of a single arbitrator shall be final and binding on the Parties.
- (f) The arbitration decision shall be governed by the terms of this Collective Agreement and shall not alter, amend, or change the terms of this Collective Agreement.

- (g) Each of the parties to this Collective Agreement shall bear the expense of its appointee to the Arbitration Board. The fees and expenses of the Chairperson or single arbitrator shall be borne equally by the two (2) parties to the dispute.

The findings and decision of the Board of Arbitration shall be binding and enforceable on all parties.

The parties may mutually agree that a sole arbitrator be appointed in place of the Board of Arbitration. The sole arbitrator shall have the same powers as the Board of Arbitration and the parties shall jointly bear the expense of the sole arbitrator.

If within thirty (30) calendar days after such written notice for arbitration, the parties have failed to agree upon an arbitrator, either party may request the Director of Mediation Services for the Province to appoint an arbitrator.

## Article 7 – No Strike or Lockout

- 7.1 The Union agreed that neither it, nor any of the employees it represents shall strike or cause a strike or threaten to strike or cause a strike during the term of this Collective Agreement and/or any extension thereof, unless legally permitted. The Employer agrees that it will not, during the term of the Agreement and any extension thereof, cause, a lockout, unless legally permitted. The closing down of the operation or any part thereof or the curtailment of operations for business reasons will not be considered a lockout.
- 7.2 In the event of a breach of violation of this article, the Union, upon being informed thereof by the Employer shall immediately



notify the employees it represents of such conduct and/or other work interferences unauthorized and in violation of this Agreement, and direct those involved to immediately resume work. Further, of being notified of any conduct or acts on part of any of the employees it represents in violation of this article, the Union shall take immediate positive action to cause such conduct to be refused.

## Article 8 – Wages

- 8.1 The rates of pay and increments set out in Appendix “A” and made part of this Collective Agreement, shall remain in effect for the term of this Collective Agreement.
- 8.2 (a) A full-time employee’s basic rate of pay will be advanced to the next higher basic rate of pay on their anniversary date. For employees hired before the fifteenth (15<sup>th</sup>) day of the month, their anniversary date will be the closest pay period start date to the beginning of the month. For employees hired on or after the fifteenth (15<sup>th</sup>) day of the month, their anniversary date will be the closest pay period start dates of the following month.
- (b) A part-time employee’s basic rate of pay will be advanced to the next higher basic rate of pay following one thousand eight hundred twenty-one point two-five (1,821.25) hours worked and paid at the employee’s basic rate of pay.
- 8.3 When an employee is transferred to a classification with a higher rate of pay, they shall be advanced to the rate of pay on the higher classification which is next higher than their current rate of pay. Where the next higher rate of pay results in an increase less than five (5%) percent, the employee’s rate of pay shall be moved to the next step in the higher classification that provides

at least a five (5%) percent increase in pay. The employee's anniversary date for increments will be calculated in accordance with Article 8.2.

- 8.4 (a) When an employee transfers to a classification with a lower rate of pay **their** salary shall be adjusted immediately to the basic rate they would have been entitled to, had **they** been on the lower rated classification from commencement of employment. The employee's anniversary date from future increments will be calculated in accordance with Article 8.2.
- (b) When an employee picks up Relief Shifts in a lower classification they shall be paid at the top rate of pay in that classification for the entire shift.
- 8.5 Relief employees shall be eligible to advance to the next higher basic rate of pay following one thousand eight hundred twenty-one point two-five (1,821.25) hours worked and paid at the employee's basic rate of pay.
- 8.6 There shall be a two (2) week pay period for all employees. Wednesday shall be considered the first day of the work week. In the event that the Employer changes the pay period or work week, they will provide at least thirty (30) days' notice to the Union and employees of such change.
- 8.7 In the event that the Employer creates a new classification that is not included in this Collective Agreement and falls within the scope of this Agreement, the Employer will discuss the rate of pay with the Union. Following discussion, if the Union does not agree with the rate of pay, the Union may refer the matter to arbitration. The final settlement of the rate of pay shall be retroactive to the date the classification was created or the date an employee started in the new classification, whichever is later.

- 8.8 Employees shall be paid, in addition to other wages or premiums payable to them, a shift premium on all hours worked between 11:00 p.m. and 7:00 a.m. provided that at least one (1) hour is worked during this period. The shift premium will be two (\$2.00) dollars per hour paid on a straight time basis on all the regular hours and any overtime hours on such shifts.
- 8.9 Employees shall be paid, in addition to other wages or premiums payable to them, a weekend shift premium on all hours worked between 7:00 a.m. and 11:00 p.m. on Saturday and Sunday provided that at least one (1) hour is worked during this period. The weekend shift premium will be **one dollar twenty-five (\$1.25) cents** per hour paid on a straight time basis on all the regular hours and any overtime hours on such shifts.

#### Article 9 – Hours of Work

- 9.1 The Employer retains the right to schedule hours of work of employees as is necessary to ensure the efficient operations and to provide coverage for the determined hours of operation.
- 9.2 Regular schedules for full-time employees shall be defined as up to seven point seven-five (7.75), eight (8), or twelve (12) hours per day, and averaging a minimum of sixty (60) hours bi-weekly.
- 9.3 Regular schedules for part-time employees shall be defined as up to seven point seven-five (7.75), eight (8), or twelve (12) hours per day, averaging less than sixty (60) hours bi-weekly as determined by the Employer.
- 9.4 When the Employer is reducing hours, the Employer agrees to minimize the impact upon senior employees, and will, whenever possible, reduce from the bottom up.

- 9.5 The Employer may also implement schedules with variable hours of work per day, up to twelve (12) hours per shift and an average up to eighty-eight (88) hours in each pay period as determined by the Employer.
- 9.6 Shift schedules shall be made available to each employee at least fourteen (14) calendar days in advance. Shift schedules shall be for a period of not less than four (4) weeks **(two (2) weeks for non-auxiliary care employees at Balwin Villa)**. Where a change is required in a posted schedule, employees will, where possible, be provided with twenty-four (24) hours' notice.
- 9.7 When an employee reports for work as assigned, and is directed by the Employer to leave, the Employer will provide one (1) of the following:
- (a) A minimum of three (3) hours of work; or
  - (b) Payment for the inconvenience equivalent to three (3) hours pay at **the employee's** Basic Rate of Pay.
- 9.8 As a norm, all full-time employees shall be entitled to an average of two (2) days off each week as determined by the Employer except where schedule changes or shift rotation may result in a variation such as one (1) day off at the time of the change.
- 9.9 Unless otherwise mutually agreed between an employee and the Employer, days off for full-time employees shall, as much as is possible be planned in such a manner as to equally distribute weekends.
- 9.10 All employees shall be permitted a fifteen (15) minute rest period, with pay, both in the first half and the second half of a seven point seven-five (7.75) hour or eight (8) hour shift. In any shift less than seven point seven-five (7.75) hours employees

shall be permitted one fifteen (15) minute rest period with pay. Rest periods shall be arranged by the Employer in such a manner as to cause minimum disruption of work schedules. Employees working on a twelve (12) hour shift shall receive an additional fifteen (15) minutes rest period with pay.

- 9.11 Employees working a shift greater than five (5) hours shall be provided an unpaid meal break of not less than thirty (30) minutes as scheduled by the Employer.
- 9.12 Employees may exchange shifts between themselves provided there is no additional cost to the Employer, ***the request is submitted at least seven (7) days in advance of the exchange***, the exchange is agreed to in writing between the affected employees, and prior approval of such exchange has been given by the employee's immediate Supervisor. If the exchange of shifts results in a conflict with the provision of this article, then the granting of such requests shall not be a violation of this Agreement nor shall such exchange result in any employee qualifying for overtime pay.
- 9.13 Employees shall have no less than eight (8) hours off work between scheduled shifts.
- 9.14 Hours of work for relief employees may be up to eight (8) or twelve (12) hours per day.

**9.15 Additional Shifts**

- (a) ***In this article, "additional shifts" means any shifts that are open in the forty-eight (48) hours prior to the shift start.***
- (b) ***Upon hire, full-time and part-time employees may submit in writing their willingness to pick up***

***additional shifts along with their availability, on a form approved by the Employer.***

***Full-time and part-time employees may submit a revised availability form. No more than four (4) revised availability forms can be submitted in a calendar year. Any changes to an employee's availability will come into effect by no later than two (2) weeks from the date the form was submitted.***

- (c) Where there are available additional shifts in a classification, the Employer shall offer the additional shifts to Relief employees in that classification first, then to part-time employees in that classification who have expressed a willingness to pick up additional shifts and have indicated their availability, and then to full-time employees in that classification who have expressed a willingness to pick up additional shifts and have indicated their availability. Part-time and full-time employees will be offered additional shifts in order of seniority. Relief employees will be offered additional shifts in order of hire date.***

***The Employer shall not be required to offer additional shift(s) to employees who, if they worked the additional shift being offered, would receive overtime in that day or pay period.***

- (d) Scheduled shifts may be extended by the Employer with agreement of the employee either by calling an employee in to work early or by extension at the end of the employee's shift in a case of extreme short notice. Such extensions are only to be used until a replacement can reasonably be obtained through the process outlined in Article 9.15 (c).***

## Article 10 – Overtime

- 10.1 When the needs in the operation require it, employees may be required to work overtime.
- 10.2 Overtime is all time authorized by the Employer and worked by the employee in excess of eight (8) hours or twelve (12) hours per day and eighty-eight (88) hours within a fourteen (14) day pay period.
- 10.3 If an employee is required to work overtime as defined in Article 10.2, the employee will be paid one and one half (1 1/2 X) times the employee's regular rate of pay for the additional hours worked.

## Article 11 – Statutory Holidays

- 11.1 (a) The following days are the recognized paid Statutory Holidays for all employees:

New Year's Day	Labour Day
Family Day	Thanksgiving Day
Good Friday	Remembrance Day
Victoria Day	Christmas Day
Canada Day	Boxing Day
Civic Holiday (1 <sup>st</sup> Monday in August)	

And any day proclaimed to be a holiday by the Government of the Province of Alberta, the Government of Canada, or the Municipality in which the site is located.

- (b) One (1) paid employee Floater Day off is provided for full-time and part-time employees meeting the terms of Article 11.6.

- 11.2 To qualify for a paid Statutory Holiday with pay the employee must:
- (a) Work the scheduled shift immediately prior to and immediately following each holiday, except where the employee is absent due to illness or with good and proper reason.
  - (b) Work on the paid Statutory Holiday when scheduled or required to do so.
- 11.3 (a) ***Statutory Holiday pay for full-time and part-time employees will be calculated based on one tenth (1/10<sup>th</sup>) of their bi-weekly contracted hours as Statutory Holiday Pay at their regular rate unless they take unpaid leave within the twenty-eight (28) day period before the General Holiday, in which case the employee will receive five (5%) percent of their regular wages, and paid leaves and general holiday pay earned in the twenty-eight (28) day period.***
- (b) ***In lieu of Statutory Holiday pay, relief employees and any full or part-time employees working extra relief shifts, will receive four point four (4.4%) percent of all regular relief earnings earned each bi-weekly pay period of the year. For the purpose of this Article, "regular relief earnings" includes all hours paid at the employee's regular hourly rate of pay contained in Appendix "A" – Wages, and does not include overtime pay, Statutory Holiday pay, termination pay or any other matters.***
- 11.4 Employees who work during the twenty-four (24) hour period of a Statutory Holiday shall be paid an additional one and a half (1 1/2 X) times their regular wage rate for all such hours worked.



- 11.5 Full-time employees shall not be entitled to **Statutory** Holiday Pay while:
- (a) On layoff, or
  - (b) On Medical Employment Insurance, LTD, WCB, or
  - (c) On Leave of Absence without pay for twenty-eight (28) or more calendar days immediately preceding a Statutory Holiday.
- 11.6 Full-time and part-time employees who are in the employ of the Employer on or before March 31<sup>st</sup> of each calendar year shall be granted a paid Floater Holiday. The Floater Holiday will be equivalent to one tenth (1/10<sup>th</sup>) of the employee's bi-weekly contracted hours at their regular rate of pay. The Floater Holiday shall be taken by the employee at a time mutually agreed between the Employer and the employee. If the Floater Holiday is not taken by December 31<sup>st</sup> in the year it is earned, it shall be paid out at the employee's normal day of work or average shift.

## Article 12 – Annual Vacations

- 12.1 During each year of continuous service in the employ of the Employer, regular full-time employees shall earn vacation entitlement to be taken the following year based on their anniversary date. The rate of earning entitlement shall be as follows:

<u>Length of Service</u>	<u>Vacation Time</u> (Time Off Work)	<u>Vacation Pay as a</u> <u>% of Regular Earnings</u>
Less than one (1) year	77.5 hours	4%
One (1) or more years	116.25 hours	6%

Vacation entitlement accumulates on the number of contracted hours worked each pay period times the percentage rate applicable to their year of employment.

“Contracted hours worked” includes hours coded as Casual Illness, Vacation, and Paid Education. Statutory Holiday hours are excluded from the calculation in accordance with Employment Standards.

- 12.2 Regular part-time, **temporary**, and relief employees shall receive vacation pay on each pay period based on the percentage of regular earnings as listed above. The part-time, **temporary**, and relief employees are entitled to two (2) weeks off work unpaid after the first (1<sup>st</sup>) year of employment and three (3) weeks (unpaid) thereafter.

***The vacation entitlement for all employees (full-time, part-time, temporary, and relief) employed in Rec Therapist Assistant, Administrative Assistant I, and Administrative Assistant II Classifications at Balwin Villa as of the date of ratification (June 12<sup>th</sup>, 2023) will either remain frozen at the employee’s current entitlement as of the date of ratification (June 12<sup>th</sup>, 2023), or shall be as per the Collective Agreement if, as of the date of ratification (June 12<sup>th</sup>, 2023), the employee is not at the maximum vacation entitlement outlined in Article 12.1. This will be addressed through a letter outside the Collective Agreement.***

- 12.3 A full-time employee who terminated their service or who is terminated shall receive vacation pay in lieu of vacation earned but not taken.

- 12.4 Supplemental Vacation

Effective September 1<sup>st</sup>, 2018:

TO BE ELIGIBLE FOR SUPPLEMENTAL VACATION, EMPLOYEES MUST HAVE WORKED IN A REGULAR FULL-TIME OR PART-TIME POSITION CONTINUOUSLY FOR THE PREVIOUS FIVE (5) YEARS.

Upon having reached ten (10) years of continuous employment, full-time and part-time employees shall earn a one-time additional two (2%) percent vacation entitlement. The supplementary vacations, as set out below, will be provided on the employment anniversary dates.

- (a) For full-time employees, they have the option of taking the time off, or being paid out for the time. When they opt for time off, it must be taken within one (1) year of the date it is granted.
  - (b) For part-time employees a lump sum payment equivalent to two (2%) percent of previous years' earnings will be provided within thirty (30) days of their anniversary date.
1. For full-time and part-time employees:
- (i) upon reaching the employment anniversary of ten (10) years of continuous service, employees shall earn an additional two (2%) percent vacation entitlement for that year only;
  - (ii) upon reaching the employment anniversary of fifteen (15) years of continuous service, employees shall earn an additional two (2%) percent vacation entitlement for that year only;
  - (iii) upon reaching the employment anniversary of twenty (20) years of continuous service, employees

shall earn an additional two (2%) percent vacation entitlement for that year only;

- (iv) upon reaching the employment anniversary of twenty-five (25) years of continuous service, employees shall earn an additional two (2%) percent vacation entitlement for that year only.

2. Transition provision:

In order to transition the Supplementary vacation, employees with ten (10) years or greater service as of September 1<sup>st</sup>, 2018 will receive their first two (2%) percent supplemental vacation during the thirty (30) month following. This initial additional vacation allotment must be taken by December 20<sup>th</sup>, 2020 or prior to the next allotment set out in (i) – (iv) above.

12.5 Employees shall have preference according to seniority with respect to annual vacation within their locations and classifications provided they submit their request in writing to the Employer between January 1<sup>st</sup> and February 15<sup>th</sup> of each year for the period April 1<sup>st</sup> **of the same year** to March 31<sup>st</sup> of the **following** year. The Employer will respond to these requests, in writing and post the resulting vacation schedule by March 15<sup>th</sup> **of the year in which the request was made**. Vacation requests submitted after February 15<sup>th</sup> will be granted on a first come, first serve basis. Requests for vacation time are to be submitted in writing. The granting of vacation is subject to the approval of the Employer based on operational requirements, and will be answered in writing within two (2) weeks from receipt of the original application.

12.6 There shall be no carry-over of vacation from one (1) year to the next (based on the employee's anniversary date) except as

approved by the Employer, however, employees must take a minimum of one (1) week vacation each year. Where vacation carry-over has not been approved and the employee has not scheduled their allotted vacation during the year (based on their anniversary date), the vacation may be scheduled by the Employer. ***Payouts of vacation hours (including the circumstances when a payout may occur) will be in accordance with the Employer Policy.***

***12.7 The Employer will post a vacation schedule. The vacation schedule will identify blocks where vacation has been booked and approved. The vacation schedule will be updated three (3) times a calendar year.***

***12.8 The Employer will, upon request, provide the Union with a copy of the vacation schedule. The copy of the vacation schedule provided to the Union will, unlike the posted schedule, includes employee names.***

### Article 13 – Health, Welfare, Benefits, and Sick Leave

**13.1** All eligible permanent full-time employees who have completed ninety (90) calendar days service with the Employer shall be entitled to participate in the Employer's benefit plans and shall be enrolled on the first (1<sup>st</sup>) of the month following the completion of the ninety (90) day service period.

Sick leave entitlement, accrual and use of, shall be in accordance with the Employer Policy.

**13.2** Effective January 1<sup>st</sup>, 2019:

Any accrued sick time as of December 31<sup>st</sup> of any year may be carried forward into the next year to a maximum of five (5) days.

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

### 13.3 Workers' Compensation

- (a) The Employer shall provide Workers' Compensation (WCB) coverage to employees.
- (b) An employee who is incapacitated and unable to work, as a result of an accident sustained while on duty in the service of the Employer within the meaning of the Workers' Compensation Act, shall receive compensation benefits directly from the Workers' Compensation Board.
- (c) The Employer shall make available to employees WCB "Workers' Report of Injury" reporting forms and Alberta WCB Handbooks at no cost to employees.
- (d) The Employer agrees to submit the Employer portion of the WCB claim without delay.
- (e) When an employee is certified to return to work in full or partial duties, the Employer agrees to meet with the employee to discuss possible placements. The employee may bring their Union Representative to the meeting if they so desire.
- (f) An employee receiving compensation benefits under Article 13.2 shall be deemed on Workers' Compensation Leave and shall:
  - (i) Remain in the continuous service of the Employer for the purpose of salary increments and Prepaid

Health Benefits. The employee shall continue to pay their portion of the premiums of the benefits while off work on WCB Benefits, by providing the Employer with post-dated cheques at the beginning of each month.

- (ii) Not to be entitled to Statutory Holiday Leave with pay falling within the period of Workers' Compensation Leave.

## Article 14 – Leaves of Absence

### 14.1 General Leaves of Absence

Recognizing that the primary commitment of the employee is to the Employer, the granting of leaves of absence is subject to the approval of the Employer. Requests will not be unreasonably denied.

When an employee has a requirement for time off, and has no accrued vacation days or lieu time, the Employer may approve a leave of absence without pay.

Requests for a leave of absence without pay should be made in writing to the employees' Supervisor who is not within the scope of the Collective Agreement at least thirty (30) days in advance of a foreseeable event or as soon as possible in the case of unforeseeable events. Under normal circumstances, the Employer shall provide an answer to the employee within two (2) weeks of the LOA request. In addition, requests shall include a firm return to work date, except where that date cannot be predicted due to the circumstance.

## 14.2 Maternity and Parental Leave

Maternity, parental, and adoption leave shall be granted in accordance with the Employment Standards Code of Alberta as amended from time to time.

(a) While an employee is on maternity/parental/adoption leave, no vacation time will accrue, nor will the employee be eligible for Statutory Holiday pay or credit.

### (b) Maternity Leave

(i) An employee who has completed ninety (90) days continuous service 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. Where the pregnancy of an employee interferes with the performance of the employee's duties before the estimated date of delivery, the Employer may request the employee begin medical leave supported by a doctor's certificate. Maternity leave shall be without pay and benefits. Maternity leave shall not exceed sixteen (16) weeks however may be combined with parental leave entitlements under (c) below to provide for a total leave of absence which shall not exceed sixty-eight (68) weeks.

(ii) A birth mother must take at least six (6) weeks leave after the birth of the child unless the Employer agrees to early resumption of employment and the employee provides proof satisfactory to the



Employer that **they are** fit to resume work and will not endanger **their** health.

(c) Parental Leave

A parent who has completed ninety (90) days of employment shall, upon their written request, be granted a leave of absence without pay and benefits for a period up to sixty-two (62) weeks for parenting duties following the birth or adoption of a child.

(i) For the birth mother, Parental Leave starts immediately following Maternity Leave.

(d) An employee adopting a child must:

(i) Make written request for such leave at the time the application for adoption is approved and keeps the Employer advised of the status of the applications; and

(ii) Provide the Employer with at least one (1) days' notice that such leave is to commence.

(e) An employee absent on Parental/Maternity/Adoptive Leave shall provide the Employer with six (6) weeks written notice of readiness to return to work, following which the Employer will reinstate **the employee** in the same step in the salary scale or provide **them** with alternate work of a comparable nature at no less than the same step in the salary scale and other benefits that accrued to **the employee** up to the date **they** commenced the leave.

- (f) Employee will have the option of maintaining their coverage under the Employer benefit plan by pre-paying the cost of those benefits prior to commencing such leave.
- (g) Employees who choose not to maintain their benefit coverage under the Employer benefit plan will have their benefits reinstated upon return to work, provided they are still eligible.

### 14.3 Bereavement Leave

Bereavement leave will be provided to full-time and part-time employees without loss of pay and benefits to allow the employee a maximum of:

- (a) Three (3) days in the event of the death of immediate family members defined as:
  - Spouse, common law, or same-sex partner;
  - Parent, including step-parent or parent-in-law;
  - Brother or sister, including step-brother or sister, or brother or sister-in-law;
  - Son or daughter, including step-child or son or daughter-in-law.

An additional two (2) paid days, if required, may be taken to supplement this leave and shall be charged to their accrued sick time.

- (b) Two (2) days in the event of the death of a grandparent or grandchild;

An additional one (1) paid day, if required, may be taken to supplement this leave and shall be charged to their accrued sick time.

and;

- (c) One (1) day in the event of the death of other relatives.

An employee's day off or vacation will not be used to circumvent funeral leave.

If, for the purposes of attending the funeral, the employee must travel a distance in excess of three hundred (300) kilometers from ***their*** residence, one **(1)** way, the Employer may grant that employee up to two (2) additional days for travel without loss of regular earnings or benefits.

All requests for additional unpaid travel time or additional unpaid bereavement leave shall not be unreasonably withheld.

Official proof of death and/or travel within the period may be requested.

#### 14.4 Leave for Union Business

Provided the efficiency of the Employer shall not in any way be disrupted, time off work without pay may be granted to employees as follows:

- (a) A maximum of three (3) employees per site who are selected to attend seminars, Union conventions, and Union meetings. When leave for Union business is requested, fourteen (14) calendar days' notice in writing to the Employer shall be provided. Such request shall not be unreasonably denied.
- (b) Not less than six (6) employees, and at least two (2) employees per site selected as members of the Union Negotiating Committee, for time spent meeting with

representatives of the Employer during the formal negotiations of a Collective Agreement and for the preparatory meetings during negotiations. When leave for this purpose is requested, the Union will, where possible, provide fourteen (14) calendar days' notice in writing to the Employer of such leave and in any event shall provide as much advance notice as possible.

- (c) When leave of absence without pay for Union business is approved, the Employer will pay the employee their regular rate of pay for their regularly scheduled shifts missed due to such absence and the Union will reimburse the Employer for actual salary paid to the employee(s) while on leave and benefits costs.

#### 14.5 Family Responsibility Leave

An employee who has been employed with the Employer for at least ninety (90) days is entitled to up to five (5) days of unpaid leave during each calendar year to the extent the leave is necessary:

- (a) For the health of the employee; or
- (b) For the employee to meet ***their*** family responsibilities in relation to a family member.

("Family member" shall be defined under the Employment Standards Code).

#### 14.6 Witness or Jury Leave

Any employee, who is required to appear before a court of law as a witness in a matter arising from their employment with the Employer, or for jury selection or as a juror, shall be granted

leave without loss of earnings or benefits during the times and throughout the period **they are** required to attend at court. All jury fees received by employees on such leave shall be surrendered to the Excel Society to partly offset the cost of their paid leave.

When not required by the court, the employee shall report for work providing there is not less than two (2) hours remaining in their normal work shift.

- 14.7 Except as described above, employees are eligible for any leaves as set out in the Alberta Employment Standards Code. Employees are eligible for these leaves after ninety (90) days of employment. Leaves of Absence are without pay. The Employer may require proof of eligibility for the leaves.

#### Article 15 – Non-Discrimination

- 15.1 There shall be no discrimination, restriction, or coercion exercised or practiced by either party in respect of any employee by reason of race, religious beliefs, colour, gender, physical disability, mental disability, age, ancestry, place of origin, marital status, sexual orientation, source of income, or family status as provided by the Alberta Human Rights Act, nor by reason of membership or participation or non-participation in lawful activities on behalf of the Union.

#### Article 16 – Seniority/Layoffs

- 16.1 Seniority for full-time and part-time employees shall be defined as length of continuous service in the bargaining unit in a full-time or part-time position, and shall be applied on a bargaining unit wide basis.

Seniority shall be applied in determining preference for promotions, transfers, lay-offs, recall, subject to Article 22, 16.3, 16.4, and 16.5.

- 16.2 The Employer shall establish and post a seniority list of all employees in the bargaining unit within thirty (30) days after the ratification of this Collective Agreement.

***The Employer will, by the second Monday in April, and the second Monday in October forward to the Union a list of names of employees who have been hired (including hire date) and terminated since the most recent posting of the seniority list.***

The Employer shall maintain and post a seniority list of all employees in the bargaining unit, said seniority list to be posted by the second Monday in January and the second Monday in July with a copy to be forwarded to the Union.

- 16.3 In the event of a reduction in the number of employees, employees shall be laid off in reverse order of their seniority by classification at the site, subject to senior employees having been fully trained previously in the remaining work required. Employees may then bump the least junior employees in the other site subject to senior employees having been fully trained previously in the remaining work required. Employees shall be recalled to work in order of seniority, subject to senior employees having been fully trained in the required work. Notification of recall of those who cannot be contacted by telephone shall be by registered mail addressed to the last known address on file. It shall be the responsibility of the employee to maintain a current phone number and address for notification purposes. Any employee so recalled must return not later than five (5) working days after being contacted, unless a longer period of time is mutually agreed.

No new regular employees shall be hired by the Employer as long as there are non-probationary employees who are on lay off status and who are able and willing to perform the work required.

16.4 The Employer will provide at least fourteen (14) calendar days' notice when laying off employees.

16.5 Recall rights shall be forfeited if:

- (a) An employee does not notify the Employer of their intention to return to work within five (5) days of the date the employee receives the recall letter. (The letter shall be deemed to be received five (5) days after the date it was mailed by the Employer); or
- (b) The employee does not return to work on the date specified by the Employer; or
- (c) Six (6) months from the date the employee was laid off during which the employee was not recalled to a regular position; or
- (d) The employee is recalled to work.

## Article 17 – Discipline and Discharge

17.1 Except for the dismissal of an employee serving a probation period, there shall be no discipline or dismissal except for just cause.

17.2 Copies of all disciplinary notices shall be provided to the employee and the Union that will be placed on the employee's personnel file.

- 17.3 When an employee's work performance is such that the Employer deems it necessary to meet with the employee on a matter of discipline, the Union Steward or Union Representative shall be present. The employee may ask the Steward or Union Representative to leave if they wish to be unrepresented.
- 17.4 At the time the Employer notifies the employee of the need to meet, the date and time of the meeting shall be set. The Employer shall provide at least twenty-four (24) hours advanced notice of the meeting. The Employer will advise the Union Steward by phone or by e-mail confirmation (or a Union Representative by phone to the Union Office if a Union Steward is not available) of the established time and date of the meeting. In the event that the Union is unable to attend, the meeting shall proceed as planned unless an alternate time is mutually agreed.
- 17.5 An employee required by the Employer to attend a disciplinary meeting or investigation meeting shall be paid at their applicable rate of pay for time spent in that meeting.
- 17.6 All discipline shall be considered removed from an employee's file after twenty-four (24) months and shall not be used against them in any future disciplinary or arbitration proceedings, provided the employee's file does not contain any further record of disciplinary action during the period and provided the disciplinary action is not the subject of an unresolved grievance.
- 17.7 An employee shall be deemed to have terminated their employment when the employee is absent for two (2) consecutive working days or four (4) days within a fourteen **(14)** day period, without good and proper reason.
- 17.8 An employee shall make every reasonable effort to provide the Employer with fourteen (14) calendar days' notice of resignation.



- 17.9 Performance reviews are meant as a constructive tool and are not meant for, and will not be used as discipline.

## Article 18 – Health and Safety

- 18.1 The Employer agrees to ensure, as far as is reasonably practical to do so, the health and safety of the employees. The parties also recognize the responsibility of the employees to work safely and follow safe work practices. The Union will cooperate in achieving these results.
- 18.2 (a) There will be a Joint Work Site Health and Safety Committee **for each site**. The purpose of this Committee will be the promotion of occupational health and safe work practices in the workplace. **The Committee will be composed of four (4) people, two (2) of which will be employee representatives and two (2) of which will be representatives of the Employer.** Employee representatives will be appointed from the bargaining unit. The number of employee **representatives** will be two (2) **(one (1) Health Care Aide and one (1) Licensed Practical Nurse), with two (2) alternate representatives who may attend Committee meetings when regular representatives are not available. Where there is mutual agreement between the Union and the Site Director or the Site Director's delegate, other employee representative(s) may attend Committee meetings.** Two (2) representatives will be appointed by the Employer. Employees from other employee groups may also participate on the Committee.
- (b) Meetings shall be held at least quarterly. Employees shall not suffer a loss of regular earnings for attendance at Committee meetings.

- (c) The Employer shall have policies in place to deal with abusive clients. The Joint Health and Safety Committee may make recommendations for changes to those policies in the Operational Procedures Committee.

## Article 19 – Union Management Committee

The Union and the Employer shall establish a central Labour Management Committee (LMC) to allow for productive discussion of issues of interest or concern to the parties. The Labour Management Committee (LMC) will not be used for the discussion of the Collective Agreement or resolution of grievances.

- (a) Meetings are to be scheduled on a quarterly basis by mutual agreement of both parties. ***Employees shall not suffer a loss of regular earnings for attendance at Committee meetings.***
- (b) As a guideline, meetings should not take longer than one (1) hour.
- (c) Agenda items will be communicated to each party in writing prior to the meeting.
- (d) Minutes will be recorded for each meeting and reviewed by both parties before distribution.
- (e) The Union Committee may consist of:
  - (i) ***Two (2) employees*** (one (1) ***LPN and one (1) HCA plus*** one (1) alternate attendee when ***a regular member*** is not available) per site;
  - (ii) One (1) Union Representative per site.
- (f) The Employer Committee shall consist of:

- (i) One (1) Management representative per site;
- (ii) One (1) Representative from Head Office.

## Article 20 – General

### 20.1 Interpretations

In this Agreement (unless otherwise indicated by the context) all words of masculine gender shall include the feminine and vice versa.

### 20.2 Employees shall have reasonable access to ***their*** personnel file upon request with seven (7) calendar days' notice to Human Resources.

Employees shall be allowed to review and make a copy of their personnel file in the presence of an Employer representative.

### 20.3 Staff Meetings

All meetings called by the Employer to which the employee(s) is required to attend shall be considered as time worked and paid at the appropriate straight time or overtime rate.

## Article 21 – Probationary Period

### 21.1 (a) An employee shall serve a single probationary period of five hundred five (505) regular hours worked, exclusive of overtime hours and training hours, for each period of continuous employment not interrupted by illness, injury, leave of absence, termination, or dismissal.

(b) During the probationary period, the employee may be terminated without cause or notice, or pay in lieu of notice, and such dismissal or termination of employment shall not be subject to appeal through the grievance procedure and shall not be subject to arbitration.

21.2 The probationary period may be extended by mutual agreement between the **Employer** and Union by an agreed amount of hours.

21.3 An employee who transfers or is promoted to a higher paying classification during their probationary period, shall be required to re-serve the probationary period under Article 22.7 (c) in their new position up to a combined total of seven hundred (700) regular hours worked including hours worked in the initial probation period, in accordance with Articles 21.1 and 21.2.

## Article 22 – Job Postings

22.1 Where job vacancies occur and the Employer decides to fill the vacancy, or where a new job is created, the position will be filled using the following procedure. A copy of all postings and the successful candidates will be forwarded to the Union.

22.2 The position and the names of any successful candidates shall be posted at all sites. Vacancies will be open to applicants for seven (7) calendar days. In circumstances where there are not qualified applicants, the Employer may post the vacancy with an open closing date until a suitable candidate is found.

22.3 Notices of vacancies will contain information pertinent to the position being posted such as classification and brief description of core job duties.

- 22.4 Except where there is an open closing date as described in Article 22.2 above, applicants must apply in writing prior to the closing date listed on the posting to such officer as the Employer may designate.
- 22.5 The Employer, in its sole discretion, may elect to fill a vacancy to a position by transfer. The Union may make representations to the Employer where the circumstances of the transfer warrant such representations.
- 22.6 When filling vacancies within the bargaining unit, the determining factors shall be based on the most requisite job related skills, experience, training, knowledge, and qualifications. When these factors are considered equal by the Employer, seniority shall be the deciding factor.
- 22.7 (a) When an employee is appointed to a vacancy in accordance with Article 22.5 above, such appointment shall be on a trial basis. The employee shall serve a trial period of five hundred five (505) regular hours worked, in which to demonstrate the ability to fill the new position satisfactorily. The trial period may be extended by the number of working hours absent for any reason during the trial period. During the trial period, the employee may either:
- (i) Return to the employee's former position, at the employee's request; or
  - (ii) Be returned to the employee's former position.

In circumstances where reinstatement is not possible, the Employer shall assign the employee to a similar position consistent with ***their*** abilities and/or qualifications, which position may not be the specific position or in the specific

area occupied prior to the transfer. The rate of pay for such position shall be at a rate of pay equivalent to that of ***the employee's*** former position.

- (b) In the event that an employee returns to ***their*** former position or similar position pursuant to Article 22.7(a), the Employer may choose to fill the resultant vacancy by selecting from the applicants on the original posting. Should the Employer exercise this right, the posting provisions of this article will be deemed to be satisfied.
- (c) An employee who is transferred before completing their initial probationary period shall complete the initial probationary period in accordance with Article 21 as well as the trial period in Article 22.7 (a) above.

22.8 Notwithstanding the above, the Employer retains the right to relocate or reassign employees within the organization dependent on the needs of the clients or other operational reasons.

### Article 23 – Duration and Renewal

23.1 Except as otherwise specified, this Agreement shall be effective on the date of ratification (***June 12<sup>th</sup>, 2023***) and shall remain in force until March 31<sup>st</sup>, ***2025*** and from year to year thereafter, providing that either party may not less than sixty (60) days nor more than one hundred twenty (120) days prior to the renewal date hereof, give notice in writing to the other party of its intention to negotiate a revision thereof.

In Witness Whereof, the Parties hereto have cause these presents to be executed.

Signed this \_\_\_\_\_ day of \_\_\_\_\_, **2023**.

For the Employer:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

For the Union:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Employer Committee:

Becky Elkew  
***Gabriel Joshee Arnal***  
Sarah Ng  
***Jennifer Thomas***

Union Committee:

***Adrion Delmendo***  
Diocedith Ma Tejada  
***Dee Mae Beler***  
Shauna Robertson  
Lee Clarke

This Agreement was ratified on ***June 12<sup>th</sup>, 2023***.

## Appendix “A” – Wages

Wage Increments:

***For L.P.N., H.C.A. 1(E), H.C.A., and H.C.A. Relief Classifications at Balwin Villa and Grand Manor:***

***Effective March 31<sup>st</sup>, 2021:***

Classification	Start	After 1 yr	After 2 yrs	After 3 yrs	After 4 yrs
L.P.N.	<b>\$25.13</b>	<b>\$26.38</b>	<b>\$27.70</b>	<b>\$29.09</b>	<b>\$30.54</b>
H.C.A. 1 (E)	<b>\$17.03</b>	<b>\$17.88</b>	<b>\$18.77</b>	<b>\$19.71</b>	<b>\$20.69</b>
H.C.A.	<b>\$16.56</b>	<b>\$17.38</b>	<b>\$18.25</b>	<b>\$19.17</b>	<b>\$20.12</b>
H.C.A. Relief	<b>\$15.15</b>	<b>\$15.91</b>	<b>\$16.70</b>	<b>\$17.54</b>	<b>\$18.41</b>
Intern	\$15.00				

***Effective March 31<sup>st</sup>, 2022:***

Classification	Start	After 1 yr	After 2 yrs	After 3 yrs	After 4 yrs
L.P.N.	<b>\$25.50</b>	<b>\$26.78</b>	<b>\$28.12</b>	<b>\$29.53</b>	<b>\$31.01</b>
H.C.A. 1 (E)	<b>\$17.28</b>	<b>\$18.14</b>	<b>\$19.05</b>	<b>\$20.00</b>	<b>\$21.00</b>
H.C.A.	<b>\$16.80</b>	<b>\$17.64</b>	<b>\$18.53</b>	<b>\$19.45</b>	<b>\$20.43</b>
H.C.A. Relief	<b>\$15.38</b>	<b>\$16.15</b>	<b>\$16.95</b>	<b>\$17.80</b>	<b>\$18.69</b>
Intern	\$15.00				

***Effective April 1<sup>st</sup>, 2023: Application of LOU #2 to the scales.***

***Effective April 1<sup>st</sup>, 2024: Application of LOU #2 to the scales.***

***Retroactive pay will only be paid to employees who are employed by the Employer as of the date of ratification (June 12<sup>th</sup>, 2023). For clarity, any employee whose employment has terminated prior to the date of ratification (June 12<sup>th</sup>, 2023) will not receive retroactively any increase in wages.***

***\*Notwithstanding the above, the Employer is prepared to provide employees who retired between April 1<sup>st</sup>, 2020 and the date of ratification (June 12<sup>th</sup>, 2023) with retroactive pay, provided they***



***submit a written application to the Employer for that retroactive pay within thirty (30) calendar days after the ratification of this Agreement.***

***For clarity, ‘retired’ refers to an employee who has chosen to leave their job with the Employer and is ceasing to work in their occupation (e.g., an HCA ceasing to work as an HCA or in a care-related position). It does not include employees who resigned, including those who resigned to change occupations.***

***For Cook and Dietary Aide / Laundry Classifications at Balwin Villa:***

***Effective Prior to March 30<sup>th</sup>, 2022:***

Classification	Start	After 1 yr	After 2 yrs	After 3 yrs	After 4 yrs	After 5 yrs	After 6 yrs
Cook	<b>\$18.50</b>	<b>\$19.42</b>	<b>\$20.39</b>	<b>\$21.41</b>	<b>\$22.48</b>	<b>\$23.60</b>	
Dietary Aide	<b>\$15.00</b>	<b>\$15.72</b>	<b>\$16.50</b>	<b>\$17.33</b>	<b>\$18.19</b>	<b>\$19.10</b>	<b>\$20.05</b>

***Effective March 30<sup>th</sup>, 2022:***

Classification	Start	After 1 yr	After 2 yrs	After 3 yrs	After 4 yrs	After 5 yrs	After 6 yrs
Cook	<b>\$18.69</b>	<b>\$19.61</b>	<b>\$20.59</b>	<b>\$21.62</b>	<b>\$22.70</b>	<b>\$23.84</b>	
Dietary Aide	<b>\$15.15</b>	<b>\$15.88</b>	<b>\$16.67</b>	<b>\$17.50</b>	<b>\$18.37</b>	<b>\$19.29</b>	<b>\$20.25</b>

***For Rec Therapist Assistant, Administrative Assistant I and Administrative Assistant II Classifications at Balwin Villa:***

***Effective Prior to March 31<sup>st</sup>, 2021:***

Classification	Start	After 1 yr	After 2 yrs	After 3 yrs	After 4 yrs	After 5 yrs
Rec Therapist Asst. (BV)	<b>\$18.89</b>	<b>\$19.83</b>	<b>\$20.83</b>	<b>\$21.87</b>	<b>\$22.96</b>	
Admin Asst. II	<b>\$17.24</b>	<b>\$18.09</b>	<b>\$19.00</b>	<b>\$19.95</b>	<b>\$20.95</b>	<b>\$22.00</b>
Admin Asst. I	<b>\$16.04</b>	<b>\$16.84</b>	<b>\$17.69</b>	<b>\$18.57</b>	<b>\$19.49</b>	<b>\$20.48</b>

***Effective March 31<sup>st</sup>, 2021:***

Classification	Start	After 1 yr	After 2 yrs	After 3 yrs	After 4 yrs	After 5 yrs
Rec Therapist Asst. (BV)	<b>\$19.08</b>	<b>\$20.03</b>	<b>\$21.03</b>	<b>\$22.09</b>	<b>\$23.19</b>	
Admin Asst. II	<b>\$17.41</b>	<b>\$18.28</b>	<b>\$19.20</b>	<b>\$20.16</b>	<b>\$21.16</b>	<b>\$22.22</b>
Admin Asst. I	<b>\$16.20</b>	<b>\$17.01</b>	<b>\$17.86</b>	<b>\$18.75</b>	<b>\$19.69</b>	<b>\$20.68</b>

***Effective March 30<sup>th</sup>, 2022:***

Classification	Start	After 1 yr	After 2 yrs	After 3 yrs	After 4 yrs	After 5 yrs
Rec Therapist Asst. (BV)	<b>\$19.37</b>	<b>\$20.34</b>	<b>\$21.36</b>	<b>\$22.43</b>	<b>\$23.55</b>	
Admin Asst. II	<b>\$17.67</b>	<b>\$18.56</b>	<b>\$19.49</b>	<b>\$20.46</b>	<b>\$21.48</b>	<b>\$22.56</b>
Admin Asst. I	<b>\$16.44</b>	<b>\$17.27</b>	<b>\$18.13</b>	<b>\$19.04</b>	<b>\$19.99</b>	<b>\$20.99</b>

***Effective April 1<sup>st</sup>, 2023: Application of LOU #2 to the scales.***

***Effective April 1<sup>st</sup>, 2024: Application of LOU #2 to the scales.***

***Any retroactive pay will only be paid to employees who are employed by the Employer as of the date of ratification (June 12<sup>th</sup>, 2023). For clarity, any employee whose employment has terminated prior to the date of ratification (June 12<sup>th</sup>, 2023) will not receive retroactively any increase in wages.***

***\*Notwithstanding the above, the Employer is prepared to provide employees who retired between August 4<sup>th</sup>, 2021 and the date of ratification (June 12<sup>th</sup>, 2023) with retroactive pay, provided they submit a written application to the Employer for that retroactive pay within thirty (30) calendar days after the ratification of this Agreement.***

***For clarity, 'retired' refers to an employee who has chosen to leave their job with the Employer and is ceasing to work in their occupation (e.g., an HCA ceasing to work as an HCA or in a care-related position). It does not include employees who resigned, including those who resigned to change occupations.***

## Letters of Understanding

### 1. Seniority List

If the Employer has an adequate and reasonable computer system to accommodate posting the seniority list three (3X) times a year, the Employer shall do so and forward copy to be forwarded to the Union.

### 2. Pay Grade Increases *for LPNs, HCAs, Recreation Therapy Assistants, and certain Administrative Assistants*

Recognizing that the Employer is funded through a Funding Agreement with Alberta Health Services and is a non-profit organization; and

Notwithstanding that the rates of pay contained in Appendix "A" do not provide for increases to the pay grades during the ***last two (2) years*** of the term of this Collective Agreement (***i.e., April 1<sup>st</sup>, 2023 to March 31<sup>st</sup>, 2024 and April 1<sup>st</sup>, 2024 to March 31<sup>st</sup>, 2025***);

The Parties agree as follows:

1. Funding increases from Alberta Health Services (or its successors) intended for the bargaining unit members ***in the HCA, LPN, Recreation Therapy Assistant (Balwin Villa), and certain Administrative Assistant Classifications (Balwin Villa)*** for the ***last two (2) years*** of this Agreement will be applied to the wage grid for the period provided in the increase.
2. Once the amount of funding is known to the Employer, the Employer will meet with the Union to explain how the increase will be applied including, but not limited to, the following:

- (a) Any rate increase to EI and/or CPP premiums;
- (b) Any increase in the benefit plan premiums;
- (c) Any increase in shift differential and/or weekend premium costs;
- (d) Any other unanticipated increase mandated by the government regulations;
- (e) Any increase in the average rate of pay in the bargaining unit because of grid movement.

### **3. Mandatory Courses**

1. The list of mandatory courses as indicated in Article 8.2 will be posted in the Employer's Policy Manual. Changes to the list of mandatory courses will be communicated by the Employer to the Union and employees within thirty (30) calendar days of the changes being implemented. The Employer is responsible for scheduling employees for enrolment in the courses.
2. Within thirty (30) days following the ratification, the Employer will provide the Union with a current list of mandatory courses indicated in Article 8.2.
3. All time spent by employees attending mandatory courses shall be treated as time worked and shall be compensated. Time spent travelling to and from the employee's residence to attend a mandatory course shall not be treated as time worked.
4. Employees who are required to complete on-line course(s) outside of work hours will be paid for completing the on-line course(s) in accordance with Employer Policy. Changes to the

Employer Policy will be communicated by the Employer to the Union and employees within thirty (30) calendar days of the change.

#### **4. Voluntary Camp Attendance**

1. When an employee volunteers to attend a camp outing with a resident(s), and it is authorized by the Employer, the employee shall receive their regular hourly rate of pay for the regularly scheduled daily hours for each day of camp outing.
2. Additional hours in attendance at camp outings beyond the employee's regularly scheduled daily hours are without pay and are not counted for the purpose of calculating any entitlement to overtime.
3. Where the camp outing is three (3) days in duration, employees will be provided with two (2) regularly scheduled days off with pay at a time mutually agreed between the employee and their Supervisor. Where mutual agreement is not reached, the employees will be paid out for the two (2) days.

#### **5. Trial for Posting of Work Schedule**

***The Employer agrees that, effective the date of ratification (June 12<sup>th</sup>, 2023) and until the end of the term of this Collective Agreement, it will post the applicable shift schedules for bargaining unit employees in the 'Work Scheduler' software. The posted schedule will contain the names of employees and classifications.***

**6. Exceptions for Cook Classification Premiums and Administrative Assistants Weekends**

**A. Payment of Night Shift Premium to Cook Classification at Balwin Villa**

**Whereas certain employees employed in the ‘Cook’ Classification at Balwin Villa are currently required by the Employer to work shifts from 6:30 a.m. to 2:30 p.m. (the “Morning Shift”);**

**And Whereas the Employer had, prior to their inclusion in the bargaining unit, been paying Cooks working the Morning Shift a shift premium of two (\$2.00) dollars per hour for the time worked between 6:30 a.m. and 7:00 a.m.;**

**And Whereas under Article 8.8 of the Collective Agreement, those employees would not normally be entitled to a shift premium;**

**The Parties agree as follows:**

- 1. The Employer will pay employees employed in the Cook Classification who work the Morning Shift a shift premium of two (\$2.00) dollars per hour paid on a straight time basis for the time worked between 6:30 a.m. and 7:00 a.m. (i.e., one (\$1.00) dollar for thirty (30) minutes).**

**B. Administrative Assistant Weekend Schedule at Balwin Villa**

**Whereas the Employer has an employee employed at Balwin Villa as an Administrative Assistant I who is working from 9:00 a.m. to 10:00 p.m. on Saturdays and Sundays;**

***And Whereas the Collective Agreement does not currently refer to thirteen (13) hour shifts;***

***And Whereas the Parties agree that the Employer may continue to schedule employees working in the Administrative Assistant I classification on the above-noted schedule;***

***The Parties agree as follows:***

- 1. The Employer may implement schedules with up to thirteen (13) hours per shift for employees employed in the Administrative Assistant I Classification.***
- 2. Employees working in the above-noted schedules will not be entitled to overtime for schedule hours of work in excess of twelve (12) hours per day.***
- 3. Article 9.9 will not apply to employees working in the above-noted schedule.***

Signed this \_\_\_\_\_ day of \_\_\_\_\_, **2023**.

For the Employer:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

For the Union:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Employer Committee:

Becky Elkew  
**Gabriel Joshee Arnal**  
Sarah Ng  
**Jennifer Thomas**

Union Committee:

**Adrion Delmendo**  
Diocedith Ma Tejada  
**Dee Mae Beler**  
Shauna Robertson  
Lee Clarke

This Agreement was ratified on **June 12<sup>th</sup>, 2023**.



**Updated scales due to the additional funding:  
Application of LOU #2 to the scales**

**For L.P.N., H.C.A. 1(E), H.C.A., and H.C.A. Relief Classifications at  
Balwin Villa and Grand Manor:**

**Effective March 29<sup>th</sup>, 2023:**

Classification	Start	After 1 yr	After 2 yrs	After 3 yrs	After 4 yrs
L.P.N.	<b>\$26.14</b>	<b>\$27.45</b>	<b>\$28.82</b>	<b>\$30.26</b>	<b>\$31.77</b>
H.C.A. 1 (E)	<b>\$17.71</b>	<b>\$18.60</b>	<b>\$19.53</b>	<b>\$20.51</b>	<b>\$21.54</b>
H.C.A.	<b>\$17.22</b>	<b>\$18.08</b>	<b>\$18.99</b>	<b>\$19.93</b>	<b>\$20.93</b>
H.C.A. Relief	<b>\$15.76</b>	<b>\$16.55</b>	<b>\$17.38</b>	<b>\$18.24</b>	<b>\$19.16</b>
Intern	\$15.00				

**For Rec Therapist Assistant, Administrative Assistant I and  
Administrative Assistant II Classifications at Balwin Villa:**

**Effective March 29<sup>th</sup>, 2023:**

Classification	Start	After 1 yr	After 2 yrs	After 3 yrs	After 4 yrs	After 5 yrs
Rec Therapist Asst. (BV)	<b>\$19.85</b>	<b>\$20.84</b>	<b>\$21.88</b>	<b>\$22.97</b>	<b>\$24.12</b>	
Admin Asst. II	<b>\$18.12</b>	<b>\$19.02</b>	<b>\$19.97</b>	<b>\$20.97</b>	<b>\$22.02</b>	<b>\$23.12</b>
Admin Asst. I	<b>\$16.85</b>	<b>\$17.70</b>	<b>\$18.58</b>	<b>\$19.51</b>	<b>\$20.49</b>	<b>\$21.51</b>

***Updated scales due to the additional funding:  
Application of LOU #2 to the scales***

***For L.P.N., H.C.A. 1(E), H.C.A., and H.C.A. Relief Classifications at  
Balwin Villa and Grand Manor:***

***Effective March 27<sup>th</sup>, 2024:***

Classification	Start	After 1 yr	After 2 yrs	After 3 yrs	After 4 yrs
L.P.N.	<b>\$26.60</b>	<b>\$27.93</b>	<b>\$29.33</b>	<b>\$30.79</b>	<b>\$32.33</b>
H.C.A. 1 (E)	<b>\$18.02</b>	<b>\$18.93</b>	<b>\$19.87</b>	<b>\$20.87</b>	<b>\$21.92</b>
H.C.A.	<b>\$17.52</b>	<b>\$18.40</b>	<b>\$19.32</b>	<b>\$20.29</b>	<b>\$21.30</b>
H.C.A. Relief	<b>\$16.04</b>	<b>\$16.84</b>	<b>\$17.68</b>	<b>\$18.57</b>	<b>\$19.49</b>
Intern	\$15.00				

***For Cook and Dietary Aide Classifications at Balwin Villa:***

***Effective March 27<sup>th</sup>, 2024:***

Classification	Start	After 1 yr	After 2 yrs	After 3 yrs	After 4 yrs	After 5 yrs	After 6 yrs
Cook	<b>\$19.02</b>	<b>\$19.96</b>	<b>\$20.95</b>	<b>\$22.00</b>	<b>\$23.10</b>	<b>\$24.26</b>	
Dietary Aide	<b>\$15.42</b>	<b>\$16.16</b>	<b>\$16.96</b>	<b>\$17.81</b>	<b>\$18.70</b>	<b>\$19.63</b>	<b>\$20.61</b>

***For Rec Therapist Assistant, Administrative Assistant I and  
Administrative Assistant II Classifications at Balwin Villa:***

***Effective March 27<sup>th</sup>, 2024:***

Classification	Start	After 1 yr	After 2 yrs	After 3 yrs	After 4 yrs	After 5 yrs
Rec Therapist Asst. (BV)	<b>\$20.20</b>	<b>\$21.21</b>	<b>\$22.27</b>	<b>\$23.38</b>	<b>\$24.55</b>	
Admin Asst. II	<b>\$18.44</b>	<b>\$19.35</b>	<b>\$20.32</b>	<b>\$21.34</b>	<b>\$22.41</b>	<b>\$23.53</b>
Admin Asst. I	<b>\$17.15</b>	<b>\$18.01</b>	<b>\$18.91</b>	<b>\$19.85</b>	<b>\$20.85</b>	<b>\$21.89</b>