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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 1st, 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 20th, 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 1st and February 15th of each year for the period April 1st **of the same year** to March 31st of the **following** year. The Employer will respond to these requests, in writing and post the resulting vacation schedule by March 15th **of the year in which the request was made**. Vacation requests submitted after February 15th 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 (1st) 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 1st, 2019:

Any accrued sick time as of December 31st 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 12th, 2023**) and shall remain in force until March 31st, **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:

Union Committee:

Becky Elkew
Gabriel Joshee Arnal
Sarah Ng
Jennifer Thomas

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

This Agreement was ratified on **June 12th, 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 31st, 2021:

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

Effective March 31st, 2022:

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

Effective April 1st, 2023: Application of LOU #2 to the scales.

Effective April 1st, 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 12th, 2023). For clarity, any employee whose employment has terminated prior to the date of ratification (June 12th, 2023) will not receive retroactively any increase in wages.

***Notwithstanding the above, the Employer is prepared to provide employees who retired between April 1st, 2020 and the date of ratification (June 12th, 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 30th, 2022:

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

Effective March 30th, 2022:

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

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

Effective Prior to March 31st, 2021:

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

Effective March 31st, 2021:

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

Effective March 30th, 2022:

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

Effective April 1st, 2023: Application of LOU #2 to the scales.

Effective April 1st, 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 12th, 2023). For clarity, any employee whose employment has terminated prior to the date of ratification (June 12th, 2023) will not receive retroactively any increase in wages.

***Notwithstanding the above, the Employer is prepared to provide employees who retired between August 4th, 2021 and the date of ratification (June 12th, 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 1st, 2023 to March 31st, 2024 and April 1st, 2024 to March 31st, 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 12th, 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 12th, 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 29th, 2023:

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

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

Effective March 29th, 2023:

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