COLLECTIVE AGREEMENT

between

CapitalCare

and

The Alberta Union Of Provincial Employees

Local 049

(Auxiliary Nursing Care)

July 1, 2017 to June 30, 2020

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PREFACE

This Collective Agreement applies to the following:

CapitalCare – Edmonton

All employees at CapitalCare Dickinsfield Campus, CapitalCare Grandview, Kipnes Centre for Veterans, CapitalCare Strathcona Campus and CapitalCare Lynnwood Campus when employed in auxiliary nursing care and all Licensed Practical Nurses when employed in CapitalCare Norwood.

COLLECTIVE AGREEMENT made this 25th day of March, A.D., 2019

between

Capital Care Group Inc.
(hereinafter referred to as "CapitalCare" and/or the "Employer")

and

The Alberta Union of Provincial Employees
(hereinafter referred to as the "Union")

In making this agreement the Parties agree that the primary purpose of the Employer and its Employees is to provide person centered care to the community of residents, patients, and clients in an efficient, and competent manner, it is therefore the intent of the Parties to:

(a) ensure the provisions of the best possible service and care;

(b) protect the interests of residents, patients, clients, participants, Employees and the community;

(c) maintain harmonious relations between the Employer, Employees, and the Union;

(d) recognize the mutual value of joint discussions and negotiations in all matters of mutual concern to the Parties.

WHEREAS the Parties are mutually desirous of entering into a Collective Agreement setting forth rates of pay, hours of work, and other terms and conditions of employment.

NOW THEREFORE THIS COLLECTIVE AGREEMENT WITNESSETH:

ARTICLE 1
TERM OF COLLECTIVE AGREEMENT

1.01 Except where otherwise stated in this Collective Agreement, this Collective Agreement, including appendices hereto, unless altered by mutual consent of both Parties, shall be in force and effect from and after April 26, 2019 up to and including June 30, 2020 and from year to year thereafter unless amended or terminated. Notification of desire to amend or terminate may be given in writing by either Party during the period between sixty (60) and one hundred and twenty (120) days prior to its expiration date.

1.02 Where notice is served by either Party to commence collective bargaining, this Collective Agreement shall continue in full force and effect until a new Collective Agreement has been executed.

1.03 In the event that any law passed by the Government of Alberta or Canada renders null and void any provisions of this Collective Agreement, the remaining provisions shall remain in effect for the term of the Collective Agreement.

1.04 An Employee whose employment terminated prior to the signing of this Collective Agreement is eligible to receive retroactively any increase to the basic rate of pay, which the Employee would have received but for the termination of employment, upon submission of a written application to the Employer during the period between the expiry date of the preceding Collective Agreement and sixty (60) calendar days after the ratification of this Collective Agreement.

1.05 Any notice required to be given under this Article shall be deemed to have been sufficiently served if delivered personally, or by registered mail, or by receipted courier, addressed:

(a) In the case of the Employer to:

Chief Operating Officer
Capital Care Group Inc.
6th Floor, 10909 Jasper Avenue
Edmonton, Alberta
T5J 3M9

(b) In the case of the Union to:

The President
The Alberta Union of Provincial Employees
10451 170 Street
Edmonton, Alberta
T5P 4S7

ARTICLE 2
DEFINITIONS

2.01 "Arbitration and Adjudication" takes its meaning from the section of the appropriate Act dealing with the resolution of a difference. Hereinafter, where the word "Arbitration" is used, it shall be deemed to mean "Adjudication" where applicable.

2.02 "AUPE" means The Alberta Union of Provincial Employees. In the event of a change of name of the aforementioned AUPE, the subsequent name shall be recognized.

2.03 "Basic Rate of Pay" means the incremental step in the Salaries Schedule applicable to an Employee in accordance with the terms of this Collective Agreement, exclusive of all premium payments.

2.04 "Centre(s)" mean(s) the individual site(s) or Campus(es) operated by CapitalCare as identified in the Preface of this Collective Agreement.

2.05 "Code" means the *Labour Relations Code,* as amended from time to time.

2.06 "Continuous Service" means the period of employment commencing on the latest date of employment in the bargaining unit that is not interrupted by termination or dismissal.

2.07 "Employee" means a person covered by this Collective Agreement and employed by the Employer. At the time of hire the employment status of each Employee will be determined in accordance with the following:

(a) "Regular Employee" is one who works on a Full-Time or Part-Time basis on regularly scheduled shifts of continuing nature:

(i) "Full-Time Employee" is one who is regularly scheduled to work the full specified hours in Article 12: Hours of Work;

(ii) "Part-Time Employee" is one who is regularly scheduled for less than the normal hours specified in Article 12: Hours of Work.

(b) "Casual Employee" is one who:

(i) works on a call in basis and is not regularly scheduled; or

(ii) relieves for absences the duration of which is three (3) months or less; or

(iii) is regularly scheduled for a period of three (3) months or less for a specific job.

(c) "Temporary Employee" is one who is hired on a temporary basis for a full-time or part-time position:

(i) for a specific job of more than three (3) months but less than six (6) months (a request, in writing, by the Employer to extend this timeline will not be unreasonably denied); or

(ii) to replace a Full-Time or Part-Time Employee who is on approved leave of absence for a period in excess of three (3) months; or

(iii) to replace a Full-Time or Part-Time Employee who is on leave due to illness or injury where the Employee has indicated that the duration of such leave will be in excess of three (3) months.

Alteration of employment status thereafter will be regulated by the terms of this Collective Agreement.

2.08 "Employer" means and includes such officers as may from time to time be appointed, or designated, to carry out administrative duties in respect of the operation and management of the Centre(s).

2.09 "FTE" means Full-Time equivalent.

2.10 "Registration" takes meaning from the *Health Professions Act, Alberta Regulation 81/2003,* Licensed Practical Nurse Profession Regulation as amended. Registration is not membership in the Union.

2.11 "Shift" means a daily tour of duty excluding overtime hours.

2.12 "Shift Cycle" means the period of time when the shift schedule repeats itself. In those instances where the schedule does not repeat itself, the term "Shift Cycle" shall be understood to mean a period of time not exceeding twelve (12) weeks.

2.13 For the purpose of applying the terms of this Collective Agreement, time worked shall be deemed to have been worked on the day on which the majority of hours of the shift fall.

2.14 "Union Representative" means a representative from the Union authorized by the Union to act on behalf of an Employee.

ARTICLE 3
RECOGNITION

3.01 The Employer acknowledges that when duly certified as the bargaining agent for Employees described in the certificate issued by the Alberta Labour Relations Board, the Union has exclusive authority to bargain collectively on behalf of the Employees in the Unit for which it is certified and to bind them by a Collective Agreement.

3.02 No Employee shall be required or permitted to make any written or verbal agreement which may be in conflict with this Agreement.

ARTICLE 4
UNION MEMBERSHIP AND DUES DEDUCTION

4.01 Employees shall be permitted to wear a lapel size pin representative of their Union during all hours of employment. The Parties agree that an Employee shall maintain a professional image while at the worksite pursuant to Article 39: Dress Code.

4.02 Consistent with the payroll system of the Employer, the Union will advise the Employer of the monthly amount of its membership dues. The Union acknowledges that the deduction of amounts equal to the dues does not constitute membership in the Union, and that membership shall continue to be voluntary. An amount equal to said membership dues will be deducted from each Employee at the prescribed rate and remitted to the Union not later than the fifteenth (15th) of the month following. The remittance shall be accompanied by a listing of the names of Employees from whom deductions were made and subject to the Employer's payroll system being able to do so, the list will also include:

(a) date of hire;

(b) mailing address;

(c) phone number

(d) classification;

(e) work location (Centre)

(f) employment designation;

(g) hourly rate of pay;

(h) amount of dues deducted for each employee;

(i) gross earnings;

(j) employees on Long Term Disability (where applicable);

(k) Employee number.

Such list shall include newly hired Employees.

4.03 Where the Employer's management information system permits and where the Employer agrees, the remittance of Union dues shall be by direct deposit to the Union's bank account.

4.04 The dues structure of the Union shall be on a percentage basis and the Union shall give not less than thirty (30) days' notice of any change in the rate at which dues are to be deducted. Any change in the amount of deduction shall be implemented by the Employer at the next possible pay period following expiry of the notice period.

4.05 A representative of the Union shall have the right to make a presentation of up to thirty (30) minutes during the paid orientation of new Employees. Attendance at the presentation shall not be compulsory.

ARTICLE 5
MANAGEMENT RIGHTS

5.01 The Employer retains all rights not specifically limited by this Collective Agreement.

5.02 Without limiting the generality of the foregoing, the AUPE acknowledges that it shall be the exclusive right of the Employer to operate and manage its business, including the right to:

(a) maintain order, discipline, efficiency and to make, alter, and enforce, from time to time, rules and regulations to be observed by an Employee, which are not in conflict with any provision of this Collective Agreement;

(b) direct the workforce 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 6
RESPECTFUL WORKPLACE - NO DISCRIMINATION / NO HARASSMENT

6.01 The Employer, Union and Employees are committed to supporting an abuse and harassment free work environment that promotes a culture of trust, dignity and respect.

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

6.03 Clause 6.02 shall not apply with respect to a refusal, limitation, specification or preference based on a bona fide occupational requirement or the operation of a bona fide pension or terms and conditions of a bona fide group insurance plan.

6.04 The Employer shall maintain current policies to ensure the workplace is free from harassment, abuse and discrimination. Should the Employer change, modify or remove the policy, the Union will be notified forthwith.

6.05 Harassment includes but is not limited to bullying, sexual harassment and workplace violence.

Harassment and/ or bullying is defined as any improper conduct that is known or ought reasonable to have known would be unwelcome, when such conduct has the purpose or effect of interfering with an individual's work performance or creating an intimidating, hostile or offensive work environment. Harassment can be verbal, written, physical, deliberate, unintended or unsolicited.

6.06 An Employee who has a complaint of discrimination or harassment has a responsibility to document the incident and advise the offender that their actions are unwanted and improper. If the Employee is uncomfortable or feels intimidated about confronting the offender, the Employee shall contact their immediate supervisor, the Department Head, Human Resources or Union Representative for assistance.

6.07 When an incident of workplace harassment or discrimination or bullying is alleged, it shall be investigated in accordance with the Employer policy in an objective, timely and sensitive manner. The Employer will endeavor to conclude all such investigations within ninety (90) days.

6.08 The Manager, in consultation with the Human Resources representative, shall ensure that the complainant and respondent are informed in writing of the outcome of the harassment or discrimination investigation.

6.09 If the investigation determines that discrimination, harassment or bullying has occurred, the Employer may impose disciplinary action, up to and including termination of employment.

6.10 The Employer will not tolerate any form of retaliation against an Employee who, in good faith, made a complaint of discrimination, harassment or bullying. If an Employee acts in bad faith in making a complaint, disciplinary action up to and including termination of employment may be imposed by the Employer against such Employee.

ARTICLE 7
IN-SERVICE PROGRAMS

7.01 The Parties to this Collective Agreement recognize the value of continuing in-service education for Employees in the nursing profession and that the responsibility for such continuing education lies not only with the individual but also with the Employer. For the purpose of this Article, the term "in-service" includes: orientation, acquisition and maintenance of essential skills, and other programs which may be offered by the Employer.

7.02 The Employer reserves the right to identify specific in-service sessions as being compulsory for Employees and those required to attend such sessions shall be paid at the applicable rate of pay for attendance. The following in-service programs shall be compulsory and shall be provided to Employees upon hire and on an annual basis:

(i) CPR (when established by the Employer as a mandatory qualification);

(ii) Fire, evacuation and disaster procedures;

(iii) Proper lifting and prevention of back injuries and proper use of equipment;

(iv) Workplace Hazardous Materials Information System (WHMIS);

(v) Infection Control Protocol.

7.03 The Employer shall make available an in-service on the prevention and management of staff abuse at least every two years or more frequently as determined by the Employer, as well as other in-service education programs as deemed appropriate for the purpose of maintaining proficiency.

7.04 Employees who, with the prior approval of the Employer, attend in-service programs which are not identified as compulsory by the Employer shall suffer no loss of regular earnings for attending such programs.

7.05 The Employer shall make available in each Centre a combination of no fewer than five (5) current nursing-related journals and Health and Safety journals, among others.

ARTICLE 8
PROBATIONARY PERIOD

8.01 An Employee shall serve a probationary period of five hundred and three point seven five (503.75) hours worked, following the commencement of each period of continuous service. The probationary period may be extended for a period up to an additional five hundred and three point seven five (503.75) hours worked. For the purposes of this Sub-Clause, "hours worked" means all the hours an Employee actually works at their basic rate of pay and for all hours actually worked that would generate overtime.

During the probationary period the Employee may be terminated for any reason, without:

(a) notice; or

(b) pay (except as may be required by the provisions of the *Alberta Employment Standards Code*), and shall not have recourse to the grievance procedure set out in this Collective Agreement or the Code, with respect to such termination.

8.02 The Employer shall provide a paid orientation period of a minimum of three (3) shifts of patient/resident/client care for all new Employees prior to their first scheduled shift.

8.03 Subject to Article 10: Performance Appraisal, the Employer shall provide a written performance appraisal of each probationary Employee approximately mid-way through the probationary period.

ARTICLE 9
SENIORITY

9.01 A Regular Employee's Seniority Date shall be the date on which a Regular Employee's continuous service commenced within the bargaining unit, with the Employer, including all prior periods of service as a Casual, Temporary or Regular Employee contiguous to present regular employment.

9.02 Seniority shall not apply during the probationary period; however, once the probationary period has been completed, seniority shall be credited from the seniority date established pursuant to Clause 9.01.

9.03 Seniority shall be considered in determining:

(a) preference of vacation time, subject to the provisions specified in Article 23: Annual Vacation;

(b) layoffs and recalls, subject to the provisions specified in Article 32: Layoff and Recall;

(c) promotions and transfers and in filling vacancies within the bargaining unit subject to the provisions specified in Article 11: Appointments, Transfers and Promotions;

(d) the selection of available rotations by Employees on a unit affected by a new master rotation that does not change an Employee's full time equivalency (FTE).

9.04 Seniority shall be considered broken, all rights forfeited, and there shall be no obligation to rehire:

(a) when the employment relationship is terminated by either the Employer or the Regular Employee;

(b) upon the expiry of twelve (12) months following the date of layoff, if during which time the Regular Employee has not been recalled to work;

(c) if a Regular Employee does not return to work on recall, as provided in Clause 32.13.

9.05 In January and July of each year the Employer will provide to the designated Union representative, a seniority list containing the name and seniority date of each Regular Employee in the bargaining unit in chronological order. The designated Union representative shall be responsible for the posting of the seniority list.

9.06 The Union shall have thirty (30) calendar days in which to take issue with the seniority list, otherwise the seniority list will be deemed to be correct. Should a difference arise regarding an Employee's seniority, the Employer will provide the Union with the information necessary to establish accurate seniority.

9.07 In the event seniority dates are the same, any disputes arising between two Employees with the same date as they relate to layoff and recall shall be resolved by a coin toss. If the dispute involves three or more Employees with the same seniority date, then numbered cards will be used to determine the order of seniority.

ARTICLE 10
PERFORMANCE APPRAISALS/ PERSONNEL FILE

10.01 The Parties recognize the desirability of a performance appraisal system designed to effectively utilize and develop the Employees of the Centre. Recognizing the distinction between performance appraisal and discipline, the purpose of the performance appraisal is to constructively review the Employee's performance during the review period.

10.02 (a) Employees shall receive a written performance appraisal regularly in accordance with the policy of the Employer.

(b) Meetings for the purpose of the performance appraisal interview shall be scheduled by the Employer with reasonable advance notice. At the interview the Employee shall be given a copy of their performance appraisal document. The Employee shall sign their performance appraisal for the sole purpose of indicating that they are aware of the performance appraisal, and shall have the right to respond in writing within ten (10) days of the interview and that reply shall be placed in their personnel file.

10.03 (a) By appointment made at least one (1) working day in advance, an Employee may view their personnel file in the Human Resource Office once each year or when the Employee has filed a grievance. An Employee may be accompanied by a Union representative when viewing their personnel file.

(b) An Employee shall be given a copy of the contents of their personnel file upon request, not more frequently than once in a calendar year, or when the Employee has filed a grievance, provided that they first pay to the Employer a reasonable fee, established by the Employer to cover the cost of copying.

(c) In the case of a grievance, the fee prescribed shall be waived where the Employee requests a copy of material related to the grievance.

10.04 An Employee's performance appraisal shall not be released by the Employer to any person except to a Board of Arbitration, or as required by law, without the written consent of the Employee.

10.05 The Employer's representative who conducts the performance appraisal shall be in a position outside the bargaining unit.

ARTICLE 11
APPOINTMENTS, TRANSFERS AND PROMOTIONS

11.01 The Employer shall post within the Centre(s) notices of vacant positions within the bargaining unit not less than ten (10) calendar days in advance of making an appointment. The posting shall contain the following information:

(a) qualifications required;

(b) employment status;

(c) Centre/Unit(s);

(d) classification;

(e) salary.

For information purposes only, a notice of vacancy shall specify the number of hours per shift, shifts per shift cycle and the current shift pattern for the position.

11.02 Applications for vacancies, transfers or promotions, shall be made in writing to such officer of the Centre as the Employer may designate.

11.03 When circumstances require the Employer to hire a new Employee to fill a vacancy pending completion of the transactions contemplated in this Article, the appointment shall be made on a casual basis only.

11.04 (a) The following order for consideration of applicants shall apply:

(i) the regular Employees who are covered by this Collective Agreement in the Centre where the vacancy exists or the new position is being created;

(ii) next, the temporary and/or Casual Employees covered by this Collective Agreement in the Centre where the vacancy exists or the new position is being created;

(iii) next, the regular Employees who are covered by this Collective Agreement in other Centres of the Employer;

(iv) next, the temporary and/or Casual Employees who are covered by this Collective Agreement in other Centres of the Employer.

(b) Subject to Sub-Clause 11.04(a) when making promotions and transfers and filling vacancies within the bargaining unit, the determining factors shall be the most requisite job related skills, training, knowledge, experience, and acceptable performance and where these factors are considered by the Employer to be equal and satisfactory, seniority shall be the deciding factor.

11.05 The Employer shall, within five (5) working days of making an appointment to fill the transfer, promotion or vacancy, post the name of the successful candidate with the posting number on the bulletin board provided for that purpose. The notice shall remain posted for ten (10) calendar days. The Employer shall provide the Employee with a letter confirming, in writing, the transfer, promotion or selection into the vacancy.

11.06 (a) A regular Employee who is the successful applicant of a posting shall be considered on a trial period in their new position for three hundred and forty-eight point seven five (348.75) hours worked following the date of appointment in order to demonstrate the ability to perform the full duties of the new position satisfactorily. The trial period may be extended by the number of working hours absent for any reason during the trial period.

(b) During the trial period the Employee may choose to return or the Employer may direct the Employee to return to their former position and basic rate of pay without loss of seniority.

(c) In circumstances where reinstatement to the Employee's former position 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 Employee being the successful applicant of a posting. The rate of pay for such position shall be equivalent to that of their former position.

(d) In the event that an Employee returns to their former position pursuant to Sub-Clause 11.06 (c), the Employer shall have one (1) opportunity, if the Employer so chooses, to fill the resultant vacancy by selecting from the applicants on the original posting. Should the Employer exercise this option, the posting provisions of this Article will be deemed to be satisfied.

(e) An Employee who is transferred before completing their initial probationary period, shall complete the initial probationary period and then shall complete the trial period in accordance with Sub-Clause 11.06 (a).

11.07 The foregoing provisions shall be waived and inoperative when placement of an Employee in a job within the bargaining unit is effected to provide a period of rehabilitative work.

11.08 A Regular Employee who applies for and is successful on a temporary posting shall maintain their status as a Regular Employee. A Casual Employee who applies for and is successful for a temporary position shall receive all entitlements and benefits applicable to a Temporary Employee. At the completion of the temporary term, the Regular Employee shall return to their former position. At the completion of their temporary term, the Casual Employee shall resume the normal terms and conditions of employment applicable to a Casual Employee.

ARTICLE 12
HOURS OF WORK

12.01 Regular hours of work for Full-Time Employees, exclusive of meal periods, shall be:

(a) seven point seven five (7.75) consecutive hours per day; and

(b) thirty-eight point seven five (38.75) hours per week averaged over one (1) complete cycle of the shift schedule.

Rest and Meal Breaks

12.02 Regular hours of work shall be deemed to:

(a) include, as scheduled by the Employer, either:

(i) two (2) rest periods of fifteen (15) minutes during each full working shift of seven point seven five (7.75) hours; or

(ii) one (1) rest period of thirty (30) minutes during each full working shift of seven point seven five (7.75) hours, if this is more compatible with scheduling of work assignments,

the alternative to be applied shall be at the discretion of the Employer;

(b) include, as scheduled by the Employer, one rest period of fifteen (15) minutes during each half shift of not less than four (4) hours;

(c) exclude a meal period of thirty (30) minutes to be scheduled by the Employer during each working day on which the Employee works in excess of four (4) hours.

12.03 (a) Notwithstanding that the meal break is to be excluded in the calculation of regular hours of work, if the Employer requires an Employee to be readily available for duty during their meal period, they shall be so advised in advance and be paid for that meal period at the Employee's basic rate of pay.

(b) If an Employee is recalled to duty during their meal period or rest period they shall be given a full meal period or rest period later in their shift, or where that is not possible, be paid for the meal period or rest period as follows:

(i) for a rest period, at two times (2X) their basic rate of pay rather than at straight time; or

(ii) for a meal period for which the Employee is entitled to be paid in accordance with Sub-Clause 12.03(a), at two times (2X) their basic rate of pay rather than at straight time; or

(iii) for a meal period for which the Employee is not otherwise entitled to be paid, at two times (2X) their basic rate of pay.

Posting of Master Rotations

12.04 Subject to Clauses 12.11 and 12.12 shift schedules shall be posted twelve (12) weeks in advance or such shorter period as is mutually agreed between the Employer and the Union. The Employer shall allow a representative of the Union to reproduce a copy of the posted shift schedule.

Shift Schedules

12.05 (a) Except in cases of emergency or by mutual agreement between a Regular Employee and the Employer, shift schedules shall provide for:

(i) at least fifteen point five (15.5) hours off duty between shifts;

(ii) at least two (2) consecutive days of rest;

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

(iv) an Employee shall not be scheduled to work seven (7) consecutive shifts more than twice in a five (5) week cycle.

(b) There shall be three (3) optional scheduling systems available which may be applied upon mutual agreement, in writing, between the Employer and the Union. Where an option is applied, the relevant provisions of Sub-Clause 12.05(a) above shall be amended as follows:

OPTION I

(i) at least fifteen point five (15.5) hours off duty between scheduled shifts;

(ii) at least two (2) consecutive days of rest;

(iii) days of rest on two (2) weekends in a six (6) week period.

"Weekend" means:

(A) one (1) Saturday and the following Sunday and one (1) Friday and the following Saturday assuring a minimum of fifty-six (56) hours off duty; or

(B) one (1) Saturday and the following Sunday and one (1) Sunday and the following Monday assuring a minimum of fifty-six (56) hours off duty;

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

OPTION II

(i) at least fifteen point five (15.5) hours off duty between scheduled shifts;

(ii) at least two (2) consecutive days of rest except that, twice in a five (5) week cycle, there may be a single day of rest which may not be followed by more than five (5) consecutive working days;

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

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

OPTION III

(i) at least fifteen point five (15.5) hours off duty between scheduled shifts;

(ii) not more than six (6) consecutive scheduled days of work;

(iii) days of rest on two (2) weekends in a four (4) week period. "Weekend" means a Saturday and the following Sunday, assuring a minimum of fifty-six (56) hours off duty;

(iv) no split shifts.

Except when application of this Article is waived by mutual agreement between the Employee and the Employer, if an Employee is required by the Employer to change shifts without receiving fifteen point five (15.5) hours off duty, they shall be entitled to premium pay at two times (2X) their basic rate of pay for that shift. This section does not apply to cases where Clauses 12.11 and 12.12 have been applied in altering a shift schedule.

12.06 Additional optional scheduling provisions may be mutually agreed to, in writing, between the Employer and the Union.

12.07 Employees shall be aware that, in the course of their regular duties, they may be required to work on various shifts throughout the twenty-four (24) hour period of the day and the seven (7) days of the week. The first shift of the working day shall be the one wherein the majority of hours worked fall between twenty-four hundred (2400) hours and zero eight hundred (0800) hours.

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

12.09 An Employee will not be scheduled to work more than seven (7) consecutive days except as may be mutually agreed between the Employer and the Employee, or in cases of emergency. Where mutually agreed, such additional days shall be paid at the basic rate of pay.

Shift Patterns

12.10 (a) The Employer, in scheduling shifts, shall take into consideration an Employee's request for certain shift schedules, subject to the requirements of Clause 12.05.

(b) The shift patterns which may be available are:

(i) days, evenings, nights (rotation);

(ii) days only;

(iii) evenings only;

(iv) nights only;

(v) evenings and days (rotation);

(vi) nights and evenings (rotation);

(vii) nights and days (rotation).

(c) A request by an Employee to work evenings only or nights only shall not be unreasonably denied, provided however that the Employer shall have the right to assign periods of day duty for the purpose of maintaining proficiency totalling not more than one hundred and ninety-three point seven five (193.75) regular hours worked in a calendar year. When a request to work evenings or nights only is accommodated, the Employee may only alter that request by the giving of fourteen (14) weeks' notice of intention.

(d) Employees working shift choices (i), (v) and (vii), shall be assigned day duty at least point three three (.33) of the time during the shift cycle. For the purpose of applying the foregoing, an Employee will be deemed to have been assigned day duty for those periods of time absent on vacation or on or for a Named Holiday that would have, except for such absence, been day duty to which the Employee would have been assigned in accordance with the shift schedule. Scheduled days of rest shall not be considered as day duty for the purpose of applying this provision.

Schedule Changes

12.11 Except when application of this Article is waived by mutual agreement between the Employee and the Employer, where an Employee's scheduled days off are changed without fourteen (14) calendar days' notice, the Employee shall be paid at two times (2X) for all hours worked on what would otherwise have been their off duty days.

12.12 Except when application of this Article is waived by mutual agreement between the Employee and the Employer, if, in the course of a posted schedule, the Employer changes an Employee's scheduled shift or the start time of an Employee's scheduled shift, but not their scheduled days off, they shall be paid at the rate of two times (2X) their basic rate of pay for all hours worked during the first shift of the changed schedule, unless fourteen (14) calendar days' notice of such change has been given.

Reporting Pay

12.13 When an Employee reports for work as scheduled, and is directed by the Employer to leave and return to work for a later shift, they shall be compensated for the inconvenience by a payment equivalent to three (3) hours' pay at their basic rate of pay.

Daylight Saving Time

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

Flexible Hours

12.15 (a) Employees may work flexible hours by mutual agreement between the Employee and Employer, whereby at a mutually agreeable time the Employer will provide and the Employee shall take time off:

(i) for those hours worked during the normal rest period, and

(ii) in place of overtime pay for those hours worked in excess of seven point seven five (7.75) in a day or thirty-eight point seven five (38.75) in a week averaged over one (1) cycle of this shift schedule, in which event Clauses 12.01, 12.04, 12.05 and Article 13: Overtime shall have no application.

(b) The Employee shall be paid for the time taken off in place of overtime pay at the same rate the Employee would have been paid wages had the Employee worked those hours on a normal working day.

(c) If time off in place of overtime pay is not provided and taken in accordance with the foregoing, the Employee will be paid overtime pay in accordance with Clause 13.02.

Trading Shifts

12.16 (a) Employees may trade shifts among themselves, provided that:

(i) the trade is agreed to, in writing, between the affected Employees on a Shift Trade Request Form prior to the traded shifts being worked; and

(ii) employees are encouraged to trade shifts that are of equal length; and

(iii) prior approval of such trade has been given by the Employee's immediate supervisor on the Shift Trade Request Form.

(b) Such trade shall be recorded on the shift schedule.

(c) Such trade shall not be deemed a violation of the provisions of this Collective Agreement.

ARTICLE 13
OVERTIME

13.01 Overtime is all time authorized by the Employer and worked by an Employee in excess of seven point seven five (7.75) hours per day, and/or on the scheduled days of rest for Full-Time Employees. The Employer shall provide on each unit overtime forms which are to be signed by the designated authorizing person and a document indicating that the overtime was worked shall be given to the Employee within twenty-four (24) hours of the overtime being worked.

13.02 The overtime rate of two times (2X) the applicable basic rate of pay shall be paid for overtime hours worked.

13.03 If mutually agreed between the Employee and the Employer, equivalent time off in lieu of pay may be granted. Time off not taken by the last day of March in any given year shall be paid out.

13.04 Where an Employee works overtime on a Named Holiday in accordance with Article 22, Named Holiday pay as outlined in Article 22.03 shall not apply for overtime hours worked. Pay for overtime hours worked on a Named Holiday shall be as follows:

(a) Two point five times (2.5x) the applicable basic rate of pay for all overtime hours worked on a Named Holiday

(b) Three times (3x) the applicable basic rate of pay for all overtime hours worked on the August Civic Holiday and on Christmas Day.

13.05 Following working a shift, an Employee who then works in excess of four (4) hours overtime shall be provided with access to a meal and snacks at no cost.

13.06 In the event an Employee works a double shift, the Employee shall be provided with an access to a meals and snacks or reimbursed up to twenty dollars ($20.00) during the second (2nd) shift. A receipt will be required for reimbursement.

ARTICLE 14
SALARIES

14.01 The basic rates of pay as set out in the Salaries Schedule shall be applicable to all Employees covered by this Collective Agreement.

14.02 Subject to any of the other terms of this Collective Agreement providing for the withholding of or delay in granting of an increment, an Employee's basic rate of pay will be advanced to the next higher basic rate of pay following:

(a) in the case of a Full-Time Employee, one (1) year of service; or

(b) in the case of a Part-Time Employee, two thousand and twenty-two point seven five (2022.75) hours worked with the Employer and thereafter a further increment upon completion of each period of one thousand eight hundred and thirteen point five (1813.5) hours worked to the maximum increment granted to Full-Time Employees. For the purposes of this Sub-Clause, "hours worked" means all the hours an Employee actually works at their basic rate of pay and for all hours actually worked that would generate overtime.

14.03 When an Employee is transferred to a classification with a higher rate of pay, they shall be advanced to the start rate of such higher classification, except where that start rate is lower than the Employee's existing basic rate of pay. In the latter case, they shall be advanced to the next higher pay step in the Salaries Schedule for the higher classification provided that the trial period in the new position is successfully completed.

14.04 When an Employee is transferred to a classification with a lower rate of pay, their salary shall be adjusted immediately to the pay step in the Salaries Schedule they would have been entitled to, had they been on the lower rated classification from commencement of employment.

14.05 In the event that the Employer varies the duties of a job classification substantially, the Union may apply for a determination as to whether a new classification has been created.

14.06 Should the Employer find it necessary to create a new classification during the life of this Collective Agreement, the new classification will be included within the scope of the unit for which the Union is the certified bargaining agent provided that:

(a) The Parties to this Collective Agreement mutually agree that the classification is within the scope of the unit for which the Union is the certified bargaining agent or, failing that;

(b) The Labour Relations Board rules that the new classification is within the scope of the unit for which the Union is the certified bargaining agent.

14.07 When a new classification is created under Clause 14.06, for which there is no pay scale in this Collective Agreement, the Employer may establish an interim pay rate and agrees to negotiate an appropriate pay scale with the Union. Failing agreement, the Parties will submit the question directly to Arbitration for settlement commencing at Clause 37.07. The resultant pay scale shall be implemented retroactively to the date the new classification was established.

14.08 Employees required by the Employer to attend staff meetings, and committee meetings (except as provided in Clauses 35.01 and 38.01) shall be paid at the applicable rate of pay for attendance at such meetings.

14.09 Provided not more than three (3) years have elapsed since the experience was obtained, when an Employee has experience satisfactory to the Employer, their starting salary shall be adjusted by applying the following formula:

(i) advance starting rate to the second (2nd) step in the salary scale if more than two thousand and twenty two point seven five (2,022.75) hours; or

(ii) advance starting rate to the third (3rd) step in the salary scale if more than four thousand and forty five point five (4,045.5) hours; or

(iii) advance starting rate to the fourth (4th) step in the salary scale if more than six thousand and sixty eight point two five (6,068.25) hours; or

(iv) advance starting rate to the fifth (5th) step in the salary scale if more than eight thousand and ninety one (8,091) hours; or

(v) advance starting rate to the sixth (6th) step, if applicable, in the salary scale if more than ten thousand one hundred and thirteen point seven five (10,113.75) hours.

14.10 Only Employees entitled to designation as a Licensed Practical Nurse pursuant to the *Health Professions Act, Alberta Regulation 81/2003,* Licensed Practical Nurse Profession Regulation shall be employed as a Licensed Practical Nurse (L.P.N.).

14.11 An Employee who has completed the required training and who has been issued a temporary permit from the College of Licensed Practical Nurses of Alberta (CLPNA), or who has not maintained current registration as a Licensed Practical Nurse pursuant to the *Health Professions Act, Alberta Regulation 81/2003,* Licensed Practical Nurse Profession Regulation shall be paid at the appropriate rate of pay for a certified Nursing Attendant.

14.12 An Employee who has completed the requisite training program pursuant to the *Health Professions Act, Alberta Regulation 81/2003,* Licensed Practical Nurse Profession Regulation and who passes the Canadian Practical Nurse Registration Exam (CPNRE) on the first available opportunity to sit said examination following the commencement of employment, shall have their basic rate of pay adjusted retroactively to that for the classification of L.P.N., to the date of hire as a L.P.N. Otherwise retroactive adjustment of the basic rate of pay will be restricted to the date on which the examination was written and passed.

14.13 Should the Employer issue an Employee an overpayment of wages and/or entitlements, then the Employer may make the necessary monetary or entitlement adjustments and take such internal administrative action as is necessary to correct such errors. Where there is an error in payroll calculation and the Employee is overpaid, the Employer will be permitted to recover from the Employee overpayment which occurred in the six (6) months prior to the date of notification to the Employee. The Employer shall notify the Employee in writing that an overpayment has been made and discuss repayment options. By mutual agreement between the Employer and the Employee, repayment arrangements shall be made. In the event mutual agreement cannot be reached, the Employer shall recover the overpayment by deducting up to ten percent (10%) of the gross amount owed by the Employee per pay period.

ARTICLE 15
PYRAMIDING

15.01 Except where expressly authorized in this Collective Agreement, there shall be no pyramiding of premiums.

15.02 Where two (2) or more applicable premiums are expressed as multiples of the basic rate of pay, the Employee will be paid only one (1) such premium, that being the highest of the applicable premiums.

ARTICLE 16
SHIFT DIFFERENTIAL

16.01 A shift differential of two dollars and seventy-five cents ($2.75) per hour shall be paid:

(a) to Employees working a shift where the majority of such shift falls within the period fifteen hundred (1500) hours to twenty three hundred (2300) hours; or

(b) to Employees for each regularly scheduled hour worked between fifteen hundred (1500) hours to twenty three hundred (2300) hours, provided that greater than one (1) hour is worked between fifteen hundred (1500) hours to twenty three hundred (2300) hours;

(c) to Employees for all overtime hours worked which fall within the period of fifteen hundred (1500) hours to twenty three hundred (2300) hours.

16.02 A Shift Differential of five dollars and zero cents ($5.00) per hour shall be paid:

(a) to Employees working a shift where the majority of such shift falls within the period twenty three hundred (2300) hours to zero seven hundred (0700) hours; or

(b) to Employees for each regularly scheduled hour worked between twenty three hundred (2300) hours to zero seven hundred (0700) hours, provided that greater than one (1) hour is worked between twenty three hundred (2300) hours to zero seven hundred (0700) hours;

(c) to Employees for all overtime hours worked which fall within the period of twenty three hundred (2300) hours to zero seven hundred (0700) hours.

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

16.04 Where applicable, an Employee shall be eligible to receive both Shift Differential and Weekend Premium.

ARTICLE 17
WEEKEND PREMIUM

17.01 A Weekend Premium of three dollars and twenty-five cents ($3.25) per hour shall be paid:

(a) to Employees working a shift wherein the majority of such shift falls within a sixty-four (64) hour period commencing at fifteen hundred (1500) hours on a Friday; or

(b) to Employees working each regularly scheduled hour worked after fifteen hundred (1500) hours on a Friday provided that greater than one (1) hour is worked within a sixty-four (64) hour period commencing at fifteen hundred (1500) hours on a Friday;

(c) to Employees working all overtime hours which fall within the sixty-four (64) hour period commencing at fifteen hundred (1500) hours on a Friday.

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

17.03 Where applicable, an Employee shall be eligible to receive both Shift Differential and Weekend Premium.

ARTICLE 18
TEMPORARY ASSIGNMENTS

18.01 When an Employee is assigned by their immediate supervisor to replace another Employee in a higher paid classification within this Collective Agreement for a full or partial shift or longer, they shall be paid the basic rate of pay for the classification in which the Employee is relieving, providing they are qualified to perform the substantive duties of the higher paid classification. When an Employee is required temporarily to perform the duties of a lower paid classification, their basic rate of pay will not be changed.

18.02 (a) A Licensed Practical Nurse assigned by the Employer to act as a Preceptor for students in the Licensed Practical Nurse program shall receive an additional sixty-five cents ($0.65) per hour. The Employer will give consideration to those Employees who express interest in participation in this program.

(b) An Employee assigned by the Employer to act as a preceptor for students in a certified training program recognized by the Employer shall receive an additional sixty-five cents ($0.65) per hour.

(c) "Preceptor" shall mean an Employee who is assigned by the Employer to supervise, educate and evaluate students in the Licensed Practical Nurse program or other programs identified in 18.02(b).

18.03 Where the Employer designates a Licensed Practical Nurse to assume responsibility for staff supervision and performance management, clinical coordination and/or administrative/organizational duties, as required, they shall be paid an additional one dollar and twenty five cents ($1.25) per hour.

ARTICLE 19
EMPLOYEE-MANAGEMENT ADVISORY COMMITTEE

19.01 There shall be an Employee-Management Advisory Committee (EMAC). The desired functions of the EMAC are to examine and make recommendations regarding the concerns of Employees relative to resident care and other matters related to employment, not covered within the Collective Agreement.

19.02 The local representative of the Union shall provide the names of up to four (4) elected Employees and the Employer shall provide the names of up to four (4) appointed representatives to sit on the EMAC. Alternate representatives may be designated from the same group.

19.03 The EMAC will function in accordance with the Terms of Reference for each site and will meet quarterly.

19.04 An EMAC representative shall be paid at their basic rate of pay for attendance at EMAC meetings.

ARTICLE 20
RESIGNATION AND TERMINATION

20.01 An Employee shall give the Employer at least fourteen (14) calendar days' notice of termination of employment.

20.02 Vacation Pay on Termination

(a) If employment is terminated by an Employee without giving proper notice, pursuant to Clause 20.01 above, notwithstanding any other provisions of the Collective Agreement, such Employee shall receive vacation pay at the rate prescribed in the *Employment Standards Code* concerning vacation with pay. The Employer may waive this clause if termination is due to illness or for other reasons which are acceptable to the Employer.

(b) If employment is terminated, and proper notice given, the Employee shall receive vacation pay in lieu of the unused period of vacation entitlement up to March 31st in each calendar year at the Employee's regular rate, together with six per cent (6%), in the case of an Employee entitled to one hundred and sixteen point two five (116.25) working hours vacation per annum, or eight per cent (8%), in the case of an Employee entitled to one hundred and fifty-five (155) working hours vacation per annum, or ten per cent (10%) in the case of an Employee entitled to one hundred and ninety-three point seven five (193.75) working hours vacation per annum, or twelve per cent (12%) in the case of an Employee entitled to two hundred and thirty-two point five zero (232.50) working hours vacation per annum, of the Employee's regular earnings from the first day of April in each calendar year to the date of termination.

(c) When an Employee is discharged for cause, the Employee shall receive vacation pay in lieu of the unused period of vacation entitlement.

ARTICLE 21
TRANSPORTATION

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

21.02 A Regular Employee who is called back to the Centre shall be reimbursed for reasonable, necessary, and substantiated transportation expense and, if the Regular Employee travels for such purpose by private automobile, reimbursement shall be in accordance with the Employer's policy from the Employee's residence to the Centre and return.

21.03 Where a Regular Employee is assigned duties necessitating the use of the Employee's automobile, they shall be reimbursed pursuant to Clause 21.02.

ARTICLE 22
NAMED HOLIDAYS

22.01 (a) Regular Full-Time Employees shall be entitled to receive a day off with pay on or for the following Named Holidays:

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

August Civic Holiday;

and any day proclaimed to be a holiday by the Government of the Province of Alberta or the Government of Canada.

Further, any day proclaimed by the government of the municipality to be a civic holiday for general observance by the municipal community in which the Centre is located.

(b) In addition to the foregoing Named Holidays, Full-Time Employees who are in full-time employment with the Employer as of April 1st, shall be granted an additional holiday as a "Floater" holiday until an additional Named Holiday is proclaimed under Sub-Clause 22.01(a) at which time the "Floater" holiday will be replaced by the new Named Holiday and will be subject to the provisions of Sub-Clause 22.01(a). The "Floater" holiday will be scheduled by mutual agreement between the Employer and Employee. If the "Floater" holiday has not been taken by the last day of March in any given year, it shall be paid out.

(c) Notwithstanding the foregoing, while:

(i) on layoff; or

(ii) in receipt of compensation from the Workers' Compensation Board; or

(iii) on an unpaid absence during which they are in receipt of weekly indemnity as provided for by the Short Term Disability Income Insurance Plan or the Long Term Disability Income Insurance Plan; or

(iv) on other leaves of absence in excess of thirty (30) calendar days for any reason;

an Employee shall not be entitled to:

(i) a day off with pay, or

(ii) payment in lieu thereof,

for the aforementioned Named Holidays.

22.02 Subject to Sub-Clause 22.01(c), to qualify for a Named Holiday with pay the Employee must:

(a) Work their scheduled shift immediately prior to and immediately following the holiday, except where the Employee is absent due to illness, or other reasons acceptable to the Employer; and

(b) Work on the holiday when scheduled or required to do so.

22.03 (a) An Employee required by the Employer to work on a Named Holiday shall be paid for all hours worked on a Named Holiday at one point five times (1.5 X) their basic rate of pay plus:

(i) an alternate day off at a mutually agreed time, or

(ii) failing mutual agreement within thirty (30) calendar days following the Named Holiday, the Employee shall receive payment for such day at their basic rate of pay.

(b) An Employee required by the Employer to work on Christmas Day or August Civic Holiday shall be paid for all hours worked on the Named Holiday at two times (2 X) their basic rate of pay plus:

(i) an alternate day off at a mutually agreed time, or

(ii) failing mutual agreement within thirty (30) calendar days following the Named Holiday, the Employee shall receive payment for such day at their basic rate of pay.

22.04 When a Named Holiday falls on a day that would otherwise be a Regular Employee's regular scheduled day off, or during an Employee's vacation, the Employee shall receive either:

(a) an alternate day off at a mutually agreed time; or

(b) failing mutual agreement within thirty (30) calendar days following the Named Holiday of the option to be applied, the Employee shall receive payment for such day at their basic rate of pay.

22.05 The Employer shall schedule an Employee in such a manner to provide them with days off on at least three (3) of the actual Named Holidays as provided in this Article.

22.06 Unless an Employee requests otherwise in writing, they shall be scheduled so as to be given either Christmas Day or New Year's Day off. An Employee who wishes to have either Christmas Day or New Year's Day off shall submit their request to the Employer by September 1. The Employer shall indicate approval or disapproval by October 1.

22.07 When an Employee who has been granted Christmas Day or New Year's Day off requests an additional day off at the same time, the Employer will endeavour to schedule them for two (2) consecutive days off (i.e. December 24 and 25; or December 25 and December 26; or December 31 and January 1; or January 1 and January 2).

ARTICLE 23
ANNUAL VACATION

23.01 **Definition**

For the purpose of this Article:

(a) "Vacation" means annual vacation with pay.

(b) "Vacation Year" means the twelve (12) month period commencing on the first day of April in each calendar year and concluding on the last day of March of the following calendar year.

(c) Regular Full-Time Employees will commence earning vacation entitlement upon the date of commencement of employment.

23.02 **Vacation Entitlement**

(a) During each year of continuous service in the employ of the Employer, an Employee shall earn entitlement to a vacation with pay to be taken in the next following vacation year and the rate of earning entitlement shall be as follows:

(i) during the first (1st) year of employment an Employee earns a vacation at the rate of fifteen (15) working days;

(ii) during the second (2nd) to ninth (9th) years of employment, an Employee earns vacation at the rate of twenty (20) working days;

(iii) during the tenth (10th) to nineteenth (19th) years of employment, an Employee earns a vacation at the rate of twenty-five (25) working days;

(iv) during the twentieth (20th) and subsequent years of employment, an Employee earns a vacation at the rate of thirty (30) working days.

(b) **Employee with less than a year of service**

An Employee who has less than one (1) year of service prior to the first (1st) day of April in any one (1) year shall be entitled to a vacation calculated on the number of months from the date of employment in proportion to which the number of months of the Employee's service bears to twelve (12) months.

(c) **Vacation Earning Portability**

Where a voluntarily terminated Employee commences employment within six (6) months of date of termination of employment with another Employer signatory to an agreement containing this provision, such Employee shall, after one (1) year of service, receive vacation entitlement as though their employment has been continuous. At the request of the Employee the Employer shall provide the Employee with a written statement of their vacation entitlement upon termination.

(d) **Supplementary Vacation for Regular Full-Time Employees**

(i) Upon reaching the employment anniversary of twenty five (25) years of continuous service, an Employee shall earn an additional five (5) work days of supplementary vacation with pay.

(ii) Upon reaching the employment anniversary date of thirty (30) years of continuous service, an Employee shall earn an additional five (5) work days of supplementary vacation with pay.

(iii) Upon reaching the employment anniversary date of thirty five (35) years of continuous service, an Employee shall earn an additional five (5) work days vacation with pay.

(iv) Upon reaching the employment anniversary date of forty (40) years of continuous service, an Employee shall earn an additional five (5) work days vacation with pay.

(v) Upon reaching the employment anniversary date of forty five (45) years of continuous service, an Employee shall earn an additional five (5) work days vacation with pay.

Subject to clause 23.04, supplementary vacation may be taken at the Employee's option at any time subsequent to the current supplementary vacation employment anniversary date but prior to the next supplementary employment anniversary date.

23.03 (a) Notwithstanding Clause 23.02, vacation with pay shall not accrue during periods while:

(i) on layoff; or

(ii) on unpaid absence during which they are in receipt of weekly indemnity as provided for by the Short Term Disability Income Insurance Plan or Long Term Disability Income Insurance Plan; or

(iii) in receipt of compensation from the Workers' Compensation Board; or

(iv) on leave of absence in excess of thirty (30) calendar days for any reason.

(b) Vacation benefits will accrue during the remainder of the vacation year proportionate to the period worked.

23.04 **Time of Vacation**

(a) (i) As far as possible, Regular Full-Time Employees shall be granted their choice of vacation periods; however, the final allotment of vacation remains within the responsibility and authority of the Employer.

(ii) The Employer shall post the vacation schedule planner by January 1st of each year. Where an Employee submits their vacation preference by February 15th of that year, the Employer shall indicate approval or disapproval of that vacation request by March 31st of the same year.

(iii) Vacation earned during one vacation year shall be taken during the next following vacation year except where a written request to carry over a portion of vacation entitlement to the next vacation year has been approved by the Employer.

(iv) A vacation period may be divided by mutual agreement between the Employee and the Employer.

(v) Vacation earned during one (1) vacation year and not scheduled or taken by the end of the next vacation year will be paid out in the last pay period in March of that vacation year unless otherwise mutually agreed to between the Employee and the Employer.

(vi) Where an Employee submits a written vacation request after March 31st for the current vacation year, the Employer shall provide a written approval or disapproval of the vacation request within fourteen (14) calendar days or ten (10) business working days whichever is less.

(b) A request may be made in writing to the Employer to utilize vacation credits prior to the completion of the vacation year in which the credits are earned. The request shall be subject to the approval of the Employer and shall not exceed the number of vacation days accrued to the date of the request.

23.05 An Employee required by the Employer to return to work during their vacation will receive two times (2X) their basic rate of pay for hours worked. In addition to receiving premium pay, the time worked will be rescheduled as vacation leave with pay.

ARTICLE 24
EMPLOYEE BENEFITS PLAN

24.01 The Employer shall facilitate the procurement, by Regular and Temporary Employees, of insurance protection by way of participation in group insurance plans, subject to the enrolment and other requirements of the Insurer. Provided that said enrolment and other requirements are met, the following group insurance plans shall be continued or implemented:

(a) A Supplementary Benefits Plan, which provides eighty per cent (80%) direct payment provision for eligible physician or dentist prescribed medication.

(b) Alberta Health Care Insurance Plan;

(c) A benefits plan inclusive of:

(i) Group Life Insurance (Basic);

(ii) Accidental Death and Dismemberment (Basic);

(iii) Short Term Disability (income replacement for a period of up to one hundred and twenty [120] working days during a qualifying disability equal to sixty-six point six seven per cent [66.67%] of basic earnings [regularly scheduled weekly hours multiplied by the Employee's basic rate of pay at the date of disability determines the level of weekly benefit coverage] to the established maximum following a fourteen [14] calendar day elimination period where applicable. The Short-Term Disability shall become effective on the first [1st] working day following the expiry of sick leave credits in the case of absence due to injury or hospitalization. In the particular case of Employees who have insufficient sick leave credits to satisfy the fourteen [14] calendar day elimination period, the Short-Term Disability shall commence on the fifteenth [15th] day following the commencement of non-hospitalized sickness);

(iv) Long Term Disability (income replacement during a qualifying disability equal to sixty-six point six seven per cent [66.67%] of basic earnings [regularly scheduled annual hours multiplied by the Employee's basic rate of pay at the date of disability divided by twelve [12] determines the level of monthly benefit coverage] to the established maximum following a one hundred and twenty [120] working day elimination period);

(v) A Dental Plan which provides for the reimbursement of eighty per cent (80%) of eligible Basic Services, fifty per cent (50%) of eligible Extensive Services, and fifty per cent (50%) of eligible Orthodontic Services, in accordance with the current Dental Plan's Fee Guide. A maximum annual reimbursement of three thousand dollars ($3,000) per insured person per benefit year shall apply to Extensive Services. Orthodontic Services shall be subject to a lifetime maximum reimbursement of three thousand dollars ($3,000) per insured person.

Effective July 1, 2019

(v) A dental plan which provides for the reimbursement of eighty per cent (80%) of eligible Basic Services, fifty per cent (50%) of eligible Extensive Services, and fifty per cent (50%) of eligible Orthodontic Services, in accordance with the current Dental Plan's Usual and Customary Fee Guide. A maximum annual reimbursement of three thousand dollars ($3,000) per insured person per benefit year shall apply to Extensive Services. Orthodontic Services shall be subject to a lifetime maximum reimbursement of three thousand dollars ($3,000) per insured person.

(d) EI SUB Plan

At the Employer's option, an "EI SUB Plan" to supplement an eligible Employee's Employment Insurance to meet the Employer's obligation to provide disability payments during the valid health-related period for being absent from work due to pregnancy. The valid health-related period is one for which she has the medical substantiation required pursuant to Clause 25.05.

24.02 Enrolment by:

(a) Regular Full-Time Employees;

(b) Regular Part-Time Employees, whose regular hours of work are fifteen (15) or more hours per week averaged over one (1) complete cycle of the shift schedule; and

(c) Temporary Employees after six (6) months of continuous service and whose hours of work are fifteen (15) or more hours per week averaged over one (1) complete cycle of the shift schedule;

shall be facilitated in accordance with the enrolment and other requirements of the Insurer.

24.03 The premium costs shall be shared, seventy-five per cent (75%) by the Employer and twenty-five per cent (25%) by the Employee.

24.04 The Employer shall make available to eligible Employees current brochures outlining the above plans.

24.05 The Employer will provide one copy of each of the plans to the Union.

ARTICLE 25
SICK LEAVE

25.01 Sick leave is provided by the Employer, for the purpose of maintaining regular earnings, during absences due to illness or accidents for which compensation is not payable under the *Workers' Compensation Act* or for quarantine by a Medical Officer of Health.

25.02 The Employer recognizes that alcoholism, drug addiction and mental illness are illnesses which can respond to therapy and treatment, and that absences from work due to such therapy shall be considered sick leave.

25.03 After an Employee has completed their probationary period they shall be allowed a credit for sick leave from the date of employment at the rate of one point five (1.5) working days for each full month of employment up to a maximum credit of one hundred and twenty (120) working days provided, however, that an Employee shall not be entitled to apply sick leave credit prior to the completion of their probationary period.

25.04 Sick leave credits shall not accrue during any absence that results from:

(a) an illness ; or

(b) an injury; or

(c) a layoff; or

(d) a leave of absence; or

(e) an unpaid leave while in receipt of weekly indemnity as provided for by the Short Term Disability Insurance Plan or the Long Term Disability Insurance Plan; or

(f) an absence while in receipt of compensation from the Workers' Compensation Board;

where the period of such absence is in excess of thirty (30) calendar days.

25.05 Employees reporting sick shall advise the Employer as soon as possible by placing a telephone call to the Centre in accordance with the Centre's or department's procedure. The Employee shall advise the Employer of an expected return to work date. Employees may be required to substantiate, in the form prescribed by the Employer, any claim for sick leave in the following circumstances:

(a) For any incident of sick leave of five (5) days' duration or longer; and

(b) After the fourth (4th) and subsequent incident of sick leave of any duration.

Payment of sick leave benefit shall not be effected until required substantiation has been supplied. Where the Employee must pay for such required substantiation of sick leave and presents an original receipt, the Employer shall reimburse the Employee to a maximum of thirty dollars ($30.00)

25.06 Subject to Clauses 25.01, 25.02, 25.03 25.04 and 25.05 above, an Employee granted sick leave shall be paid at their basic rate of pay for regularly scheduled shifts absent due to illness, and the number of hours thus paid shall be deducted from their accumulated sick leave credits up to the total amount of their accumulated credits at the time the sick leave commenced.

25.07 When an Employee has accrued the maximum sick leave credit of one hundred and twenty (120) working days they shall no longer accrue sick leave credits until such time as their total accumulation is reduced below the maximum. At that time they shall recommence accumulating sick leave credits.

25.08 If an Employee requires time off for the purpose of attending a dental, physiotherapy, optical or medical appointment, provided they have been given prior authorization by the Employer, such absence shall be charged against their accumulated sick leave. Employees may be required to submit satisfactory proof of such appointment.

25.09 (a) Except as hereinafter provided, sick leave will not be paid in respect of any illness or injury which is incurred during a period of scheduled vacation once vacation leave has commenced. In the event that the illness or injury prevents the Employee from resuming their duties at the conclusion of the vacation period and they have substantiated their claim for sick leave, income continuance thereafter will be in accordance with Clause 25.06. Notwithstanding the foregoing, should an Employee demonstrate to the satisfaction of the Employer that they were admitted to a hospital as an "in-patient" during the course of their vacation, they shall be deemed to be on sick leave for the period of the stay in hospital, subject to the provisions of Clause 25.06. Vacation time not taken as a result of such stay in hospital shall be rescheduled to a mutually agreed later time frame.

(b) In the event an illness or injury preventing an Employee from performing their usual duties, occurs prior to the scheduled start of the vacation period, and provided proper substantiation of their claim to sick leave has been provided, the absence on account of the illness or injury will be treated as sick leave pursuant to Clause 25.06 until the Employee has recovered sufficiently to permit the resumption of their usual duties. Time not utilized as vacation leave as a result of the above illness or injury will be rescheduled to a mutually agreed later time frame.

25.10 Upon request of an Employee but not more frequently than once a year, the Employer shall advise an Employee of their accrued sick leave credits.

25.11 An Employee who has accrued sick leave entitlement under the terms of this Collective Agreement shall, upon the voluntary termination of their employment with the Employer, be entitled to retain such entitlement provided they enter into employment at a Centre at which the Employer is also party to an agreement with an identical sick leave provision, within six (6) months of the date of their termination of employment. Otherwise sick leave credits shall be cancelled and no payments shall be due therefore. This entitlement shall not apply during the Employee's probationary period. At the request of the Employee, the Employer shall provide the Employee with a written statement of their sick leave entitlement upon termination.

25.12 For the purpose of computing sick leave accumulation, the following shall be counted as working days:

(a) days on which the Employee is on vacation;

(b) days on which the Employee is on leave of absence with pay pursuant to the terms of this Collective Agreement;

(c) days on which the Employee is absent from work while attending official negotiating sessions with the Employer.

25.13 An Employee who has exhausted their sick leave credits during the course of an illness, and the illness continues, shall be deemed to be on leave of absence without pay or benefits except as provided in Sub-Clause 27.01(g), for the duration of the illness or as provided below, whichever first occurs. The Employee shall keep the Employer advised as to when they shall be expected back to work and shall, in the case of a long-term illness, provide the Employer with fourteen (14) days' written notice of their readiness to return to work and:

(a) if an Employee is capable of performing the duties of their former position, they shall be reinstated by the Employer in the same position which they held immediately prior to their disability at not less than the same step in the salary schedule and other benefits that accrued to them prior to their disability;

(b) if an Employee is incapable of performing the duties of their former position, but is capable of performing the duties of their former classification, a reasonable effort shall be made by the Employer to place the Employee in an available position that they are capable of performing. In such a case the Union agrees to waive the posting provisions of the Collective Agreement.

25.14 The reinstatement of an Employee in accordance with this Article shall not be construed as being in violation of the posting and/or scheduling provisions of Article 11: Appointments, Transfers and Promotions; Article 12: Hours of Work; Article 29: Regular Part-Time Employees and Article 38: Extended Work Day.

ARTICLE 26
WORKERS' COMPENSATION

26.01 (a) 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 (WCB).

(b) Employees will be eligible to apply for sick leave benefits in accordance with Article 25: Sick Leave, during the period of time they are waiting for receipt of their claim from WCB. Sick leave benefits will be payable provided:

(i) the Employee has sick leave credits available; and

(ii) the Employee meets the eligibility requirements for sick leave; and

(iii) the Employee assigns their WCB benefits to the Employer, only to the extent that is required for the Employer to recover the money that was paid out for sick leave, once the WCB claim is approved. The Employer will then reinstate the Employee's sick leave credits to the appropriate level. After the money for sick leave benefits has been recovered from the assigned WCB benefits, the Employee shall receive their benefits directly from the Workers' Compensation Board.

26.02 An Employee receiving compensation benefits under Clause 26.01 shall be deemed on Workers' Compensation leave and shall:

(a) remain in the continuous service of the Employer for the purpose of salary increments and Prepaid Health Benefits;

(b) cease to earn vacation and sick leave credits subject to Clauses 23.03 and 25.03;

(c) not be entitled to Named Holidays with pay falling within the period of Workers' Compensation leave.

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

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

(b) incapable of performing the duties of their former position, but is capable of performing the duties of their former classification, shall notify the Employer of their readiness to return to work. The Employer shall then reinstate the Employee to a position for which they are capable of performing the work entailed, upon the occurrence of the first such available vacancy with benefits that accrued to them prior to the disability;

(c) incapable of performing the duties of their former classification and is no longer receiving a benefit from the Workers' Compensation Board, may make application for any benefits for which they are eligible under Article 24: Employee Benefits Plan or Article 25: Sick Leave.

26.04 The reinstatement of an Employee in accordance with this Article shall not be construed as being in violation of the posting and/or scheduling provisions of Article 11: Appointments, Transfers and Promotions; Article 12: Hours of Work; Article 29: Regular Part-Time Employees and Article 38: Extended Work Day.

26.05 At the expiration of twenty-four (24) months from the first day of absence as a result of a disability while on duty in the service of the Employer:

(a) an Employee who is not capable of resuming work pursuant to Sub-Clause 26.03(a); or

(b) for whom, after a reasonable effort having been made pursuant to Sub-Clause 26.03 (b), alternate employment is not available,

it shall be deemed that the employment relationship has terminated, provided such termination is not contrary to any right conferred under:

(a) this Agreement;

(b) any applicable law of Canada;

(c) any applicable law of Alberta.

26.06 At the time it is determined that an absence due to injury which is compensable pursuant to the *Workers' Compensation Act*, is expected, or will continue for a period in excess of six (6) months from the date of onset of the condition, the Employer will provide the Employee with the appropriate form to submit a pending claim to the Underwriter of the Long Term Disability Income Insurance.

26.07 Any and all obligations of the Employer shall be negated should the Employee fail to keep the Employer informed of the prognosis of their condition in a prompt and timely manner.

ARTICLE 27
LEAVES OF ABSENCE

27.01 General Conditions

(a) Requests for a leave of absence, without pay or benefit of Employer contributions will, where possible, be made in writing to the proper officer of the Employer six (6) weeks in advance, except that in extenuating circumstances the time factor may be waived or reduced. 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. Apart from exceptional circumstances the Employer will reply in writing to a request for leave of absence within fourteen (14) days of receipt of the request.

(b) Except as provided in Sub-Clause 27.01(c), during leaves of absence without pay of longer than thirty (30) calendar days, subject to approval by the Insurer(s), Employees may elect to maintain coverage of contributory plans specified in Article 24: Employee Benefits Plan, provided that the Employee makes prior arrangements to pay full premium costs. Failure to remit the full payment required above, reinstatement in any and all plans shall be subject to the enrolment and other requirements of the underwriter.

(c) For the portion of maternity leave during which an Employee has a valid health-related reason for being absent from work and who is in receipt of sick leave, EI SUB Plan benefits, STD or LTD, benefit plan premium payments shall be administered in the same fashion as an Employee absent due to illness.

(d) An Employee who has been granted leave of absence and overstays the leave without permission of the Employer, shall automatically terminate their employment with the Employer, except in cases of extenuating circumstances acceptable to the Employer.

(e) Employees shall not be entitled to Named Holidays with pay, which may fall during a period of leave of absence without pay.

(f) Employees granted leave of absence for more than thirty (30) calendar days may, at the discretion of the Employer, be required to use up accumulated vacation entitlement prior to commencing the unpaid portion of their leave of absence.

(g) When an Employee is on leave of absence without pay and is receiving WCB, STD or LTD benefits, they may continue participation in the Alberta Health Care Insurance Plan for the period of their employment pursuant to Clause 25.13 or 26.02 whichever is applicable from the last day of paid sick leave, by paying the full premium costs to the Employer.

27.02 Leave for Union Business

(a) A Union member may make a request for a leave of absence to perform the duties of any office of the Union.

(b) The Employer shall not unreasonably withhold leave of absence for Employees elected or appointed to represent the Union at Conventions, Workshops, Institutes, Seminars, Schools or to attend meetings as a council member or a member of the Union's Provincial Executive Board.

(c) Representatives of the AUPE shall be granted time off without loss of seniority in order to participate in negotiations with the Employer.

(d) When leave to attend Union business in accordance with Sub-Clauses 27.02 (b) and (c) has been approved, it is granted with pay, inclusive of applicable premiums. The Union shall reimburse the Employer for all monies paid to the Employee while on leave, plus an amount to cover the Employee's benefits and the Employer's administrative costs.

(e) One (1) Employee who is elected for or appointed to a full-time position with the Union shall be granted leave of absence without pay and without loss of seniority. If it is permissible under the pension and group life plans and any other welfare plans, the Employee shall have the right to pay the full cost, including the Employer's share, during the period of such leave.

27.03 Compassionate Care Leave

(a) An Employee who has worked six hundred (600) hours with the Employer and qualified for Compassionate Care Benefits under Employment Insurance legislation shall be granted leave without pay or benefits in accordance with the *Employment Insurance Act* for the purpose of providing care to a gravely ill or dying family member.

(b) Employees must receive approval from the Employer and shall be required to submit satisfactory proof to the Employer demonstrating the need for Compassionate Care Leave in accordance with this Clause.

27.04 **Maternity and Parental Leave**

(a) Maternity Leave

(i) A pregnant Employee who has completed ninety (90) days of continuous employment shall, upon their written request, providing at least fourteen (14) calendar days advance notice, be granted maternity leave to become effective at any time during the thirteen (13) weeks immediately preceding the expected date of delivery, provided that the Employee commences maternity leave no later than the date of delivery.

(ii) Maternity leave shall be without pay and benefits, except for the portion of maternity leave during which the Employee has a valid health-related reason for being absent from work and is also in receipt of sick leave, EI SUB Plan benefits, STD or LTD. Maternity leave shall not exceed sixteen (16) weeks.

(iii) A pregnant Employee whose pregnancy ends other than as a result of a live birth within sixteen (16) weeks of the estimated due date is entitled to maternity leave. If maternity leave has not already commenced in accordance with Article 27.04(a), such maternity leave shall commence on the date that the pregnancy ends. Such maternity leave shall end sixteen (16) weeks after the commencement of the leave.

(b) Parental Leave

(i) An Employee who has completed ninety (90) days' continuous employment shall, with at least fourteen (14) calendar days written notice, be granted leave without pay and benefits for the purpose of adopting a child or for parenting duties following the birth of a child. Parental leave can be taken by the birth mother, the other parent, adoptive parents, or both parents shared between them. Parental leave shall not exceed sixty two (62) weeks unless mutually agreed otherwise between the Employer and the Employee.

(ii) The Employee may commence parental leave:

(a) following the end of their sixteen (16) weeks maternity leave; or

(b) up to two (2) weeks prior to the expected delivery date of the child; or

(c) from any date after delivery or adoption of the child provided that the leave shall end seventy eight (78) weeks from the birth of the child or date of adoption; or

(d) upon one (1) days' notice for the purposes of adoption, provided that application for such leave was made when the adoption was approved and the Employer is kept informed of the progress of the adoption proceedings.

(c) An Employee requesting an extension of parental leave and who has unused vacation entitlement may be required to take the vacation pay as a part, or all, of the period of the extension.

(d) Subject to Article 30.05(e), an Employee on maternity leave or parental leave shall provide the Employer with at least fourteen (14) calendar days' notice of readiness to return to work, following which the Employer will reinstate the Employee in the same or an equivalent position at not less than the same step in the pay scale and other benefits that accrue to the Employee up to the date they commenced leave.

(e) In the event that during the period of an Employee's maternity leave or parental leave, the position from which the Employee is on such leave has been eliminated due to reduction of the working force or discontinuation of an undertaking or activity and the Employer has not increased the working force or resumed operations on the expiry of the Employee's maternity leave or parental leave Article 16 (Layoff and Recall) will be applied.

27.05 Bereavement Leave

(a) Upon request, an Employee shall be granted reasonable leave of absence in the event of a death of a family member of the Employee's immediate family(i.e. spouse, child, parent, brother, sister, mother-in-law, father-in-law, son-in-law, daughter-in-law, brother-in-law, sister-in-law, niece, nephew, uncle, aunt, grandparent, grandchild, guardian or fiancée). Spouse shall include common-law and/or same sex relationship. Step-parent, step-children, step-brother and step-sister shall be considered as members of the Employee's immediate family. For the first five (5) calendar days of such leave of absence, the Employee shall suffer no loss of regular earnings. The Employer may extend bereavement leave by up to two (2) additional calendar days. Bereavement leave may include normal days off and/ or vacation but no additional payment is due therefore.

(b) In the event of a death of another relative or close friend, the Employer may grant up to one (1) working day off with pay to attend the funeral services.

(c) An Employee shall not be required to take previously unscheduled vacation leave in lieu of bereavement leave when they are entitled to that bereavement leave

(d) Bereavement Leave shall be extended by two (2) additional calendar days if travel in excess of three hundred and twenty (320) kilometers one way from the Employee's residence is necessary for the purposes of attending the funeral.

27.06 Education Leave

(a) For the purpose of determining salary increments, an Employee who is granted leave of absence for educational purposes, subject to the conditions provided in Clause 27.01, shall be deemed to remain in the continuous service of the Employer for the first twenty (20) months of such period of leave.

(b) During an Employee's educational leave, they may work as a Casual Employee with the Employer without adversely affecting their reinstatement to the position from which they are on leave.

27.07 Court Appearance

(a) In the event a Regular or Temporary Employee is required to appear before a court of law for jury selection, as a member of a jury or as a witness in matters arising out of their employment with the Employer, the Employee shall:

(i) suffer no loss of regular earnings at their basic rate of pay for the scheduled shifts so missed;

(ii) be paid at their basic rate of pay for the hours of attendance at court on their scheduled day(s) of rest, and be granted an alternate day(s) of rest as scheduled by the Employer. Such rescheduling of the day(s) of rest shall not be construed to be a violation of the scheduling provisions in Article 12: Hours of Work;

(iii) assign to the Employer all pay for such court appearance.

(b) In the event a Regular or Temporary Employee is scheduled to work on the evening or night shift(s) on the day(s) they are required to appear before a court for the reasons stated in (a), they shall be granted a leave of absence for those scheduled shift(s) so missed and shall suffer no loss of regular earnings at their basic rate of pay.

(c) Where a Regular or Temporary Employee is required by law to appear before a court of law for reasons other than those stated in (a) above, they shall be granted a leave of absence without pay.

27.08 Special Leave

(a) The Parties recognize that a regular Employee may be unable to report to work for their regularly scheduled shift, due to unanticipated circumstances of pressing necessity which require the Employee's personal attention and which may include illness in the Employee's immediate family. The Employer shall approve special leave in such circumstances to a maximum of four (4) separate occasions, each calendar year, without loss of pay. Each separate occasion must not total more than the regularly scheduled hours missed for that separate occasion.

A "separate occasion" is defined as the first regularly scheduled shift missed due to the circumstances described above.

An Employee who requires additional time off for the circumstances described above can request one of the following: a leave of absence subject to the provisions of Article 27.01, earned vacation subject to the provisions of Article 23 (Annual Vacation), a Named Holiday or Holidays, earned but not yet taken subject to the provisions of Article 22 (Named Holidays), or accumulated overtime which has been worked but not yet taken or paid out subject to the provisions of Article 13 (Overtime).

(b) An employee may be required to submit satisfactory proof to the Employer demonstrating the need for Special Leave.

27.09 Death or Disappearance of a Child Leave

(a) An Employee who is the parent of a child who has disappeared and it is probable, considering the circumstances, that the child disappeared as a result of a crime, shall be entitled to a leave of absence without pay for a period of up to fifty two (52) weeks.

(b) An Employee who is the parent of a child who has died and it is probable, considering the circumstances, that the child died as a result of a crime, shall be entitled to a leave of absence without pay for a period of up to one hundred and four (104) weeks.

(c) An Employee is not entitled to death or disappearance of a child leave if the Employee is charged with the crime that resulted in the death or disappearance of the child.

(d) The period during which the Employee may take death or disappearance of a child leave:

(i) begins on the day on which the death or disappearance occurs, and

(ii) ends on the earliest of:

- the length of the leave specified in Article 32.11 (a) or (b), or
- in the case of a child who disappears and is subsequently found alive, fourteen (14) days after the day on which the child is found, but no later than the end of the fifty-two (52) week period, or
- on the day on which the circumstances are such that it is no longer probable that the death or disappearance was the result of a crime.

(iii) An Employee who wishes to take death or disappearance of a child leave shall provide the Employer with written notice as soon as is possible in the circumstances and, if possible, the notice shall include the estimated date of the Employee's planned return to work. The Employee shall inform the Employer as soon as possible of any change in the estimated return to work date.

(iv) The Employee must provide the Employer with reasonable verification of the Employee's entitlement to the leave as soon as is possible in the circumstances.

27.10 Domestic Violence Leave

(a) An Employee who has completed ninety (90) days of employment and who has been subjected to domestic violence may require time off from work to address the situation and shall be entitled to leave of absence without pay for a period of up to ten (10) days in a calendar year.

(i) An Employee may access their sick leave bank to a maximum of the lessor of 10 days or their accumulated sick time.

(b) Personal information concerning domestic violence will be kept confidential by the Employer.

(c) When an Employee reports that they are experiencing domestic violence, the Employer will complete a hazard assessment and, where appropriate, may facilitate alternate work arrangements.

(d) Employees may be required to submit satisfactory proof to the Employer demonstrating the need for domestic violence leave. Proof may be provided in the form of a copy of a court order, or documentation from a doctor, a family violence support service, a police officer, or lawyer.

27.11 Professional Development Days

All Employees required by the Employer to be registered as a Licensed Practical Nurse, upon request, shall be granted a maximum of three (3) professional development days each calendar year for professional development related to nursing skills, at the basic rate of pay. Such employee shall be advised, prior to taking any professional development days of any transportation, registration fees, subsistence and other expenses that will be paid by the Employer.

27.12 Benefits

(a) Benefits do not accrue during any leave of absence without pay in excess of thirty (30) calendar days.

(b) When an Employee is on leave of absence without pay and is receiving Short Term Disability, Long Term Disability or Employment Insurance Sick Leave Benefit, the Employer will continue to pay the Employer's share of Alberta Health Care (AHC) premiums for a period not exceeding twenty-four (24) months from the beginning of Long Term Disability, provided that the Employee makes prior arrangements with the Employer for the payment of the Employee's share of AHC premiums.

Failure by an Employee to submit their portion of the premium cost share will result in the Employer discontinuing AHC premium payments and AHC benefit coverage for that Employee and reinstatement in the AHC plan shall be subject to the enrollment requirements of the underwriter.

ARTICLE 28
PENSION PLAN

28.01 (a) For eligible permanent Employees who are regularly scheduled to work a minimum average of thirty (30) hours per week averaged over a complete cycle of the shift schedule, the Employer and the Employee shall contribute to the Local Authorities Pension Plan (LAPP) for retirement benefits in accordance with the regulations of the LAPP.

(b) For eligible permanent Employees who are regularly scheduled to work a minimum of fourteen (14) hours but no more than twenty-nine point nine nine (29.99) hours per week averaged over a complete cycle of the shift schedule and who request enrolment in the LAPP in accordance with the regulations of the LAPP, the Employer and the Employee shall contribute to the aforementioned LAPP.

28.02 A copy of information, made available by Alberta Pensions Administration, outlining the LAPP shall be provided by the Employer to each eligible Employee.

ARTICLE 29
REGULAR PART-TIME EMPLOYEES

29.01 All provisions of this Collective Agreement shall apply to Regular Part-Time Employees, except:

Article 12: Hours of Work

Article 13: Overtime

Article 22: Named Holidays

Article 23: Annual Vacation

Article 25: Sick Leave

which are superceded by the following:

Hours of Work

29.02 Regular hours of work for Part-Time Employees, exclusive of meal periods, shall be up to seven point seven five (7.75) consecutive hours in any day and shall be less than thirty-eight point seven five (38.75) hours per week, averaged over one (1) complete cycle of the shift schedule. The ratio of work days to non-work days shall not exceed 5:2 over one (1) complete cycle of the shift schedule.

Rest and Meal Breaks

29.03 Regular hours of work shall be deemed to:

(a) include, as scheduled by the Employer, either two (2) rest periods of fifteen (15) minutes during each full working shift of seven point seven five (7.75) hours; or

one (1) rest period of thirty (30) minutes during each full working shift of seven point seven five (7.75) hours, if this is more compatible with the scheduling of work assignments,

the alternative to be applied shall be at the discretion of the Employer; or

include, as scheduled by the Employer, one (1) rest period of fifteen (15) minutes during each half shift of not less than four (4) hours;

(b) exclude a meal period of thirty (30) minutes to be scheduled by the Employer during each working day on which the Employee works in excess of four (4) hours.

(c) Notwithstanding that the meal break is to be excluded in the calculation of regular hours of work, if the Employer requires a Part-Time Employee to be readily available for duty during their meal period, they shall be so advised in advance and be paid for that meal period at their basic rate of pay.

(d) If a Part-Time Employee is recalled to duty during their meal period or rest period they shall be given a full meal period or rest period later in their shift, or, where that is not possible, be paid for the meal period or rest period as follows:

(i) for a rest period, at two times (2X) their basic rate of pay rather than at straight time; or

(ii) for a meal period for which the Part-Time Employee is entitled to be paid in accordance with Sub-Clause 29.03, (c) at two times (2X) their basic rate of pay rather than at straight time; or

(iii) for a meal period for which the Part-Time Employee is not otherwise entitled to be paid, at two times (2X) their basic rate of pay.

Posting of Master Rotations

29.04 Subject to Clause 29.12 shift schedules shall be posted twelve (12) weeks in advance or such shorter period as is mutually agreed between the Employer and the Union. The Employer shall allow a representative of the Union to reproduce a copy of the posted shift schedule.

Shift Schedules

29.05 (a) Except in cases of emergency or by mutual agreement between a Part-Time Employee and the Employer, shift schedules shall provide for:

(i) at least fifteen point five (15.5) hours off duty between shifts;

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

(iii) a Part-Time Employee shall not be scheduled to work seven (7) consecutive shifts more than twice in a five (5) week cycle.

(b) There shall be three (3) optional scheduling systems available which may be applied upon mutual agreement, in writing, between the Employer and the Union. Where an option is applied, the relevant provisions of Sub-Clause 29.05(a) above shall be amended as follows:

OPTION I

(i) at least fifteen point five (15.5) hours off duty between scheduled shifts;

(ii) days of rest on two (2) weekends in a six (6) week period. "Weekend" means:

(a) one (1) Saturday and the following Sunday and one (1) Friday and the following Saturday assuring a minimum of fifty-six (56) hours off duty; or

(b) one (1) Saturday and the following Sunday and one (1) Sunday and the following Monday assuring a minimum of fifty-six (56) hours off duty;

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

OPTION II

(i) at least fifteen point five (15.5) hours off duty between scheduled shifts;

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

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

OPTION III

(i) at least fifteen point five (15.5) hours off duty between scheduled shifts;

(ii) not more than six (6) consecutive scheduled days of work;

(iii) days of rest on two (2) weekends in a four (4) week period. "Weekend" means a Saturday and the following Sunday, assuring a minimum of fifty-six (56) hours off duty;

(iv) no split shifts.

Except when application of this Article is waived by mutual agreement between a Part-Time Employee and the Employer, if a Part-Time Employee is required by the Employer to change shifts without receiving fifteen point five (15.5) hours off duty, they shall be entitled to premium pay at two times (2X) their basic rate of pay for that shift. This section does not apply in cases where Clause 29.12 has been applied in altering a shift schedule.

29.06 Additional optional scheduling provisions may be mutually agreed to, in writing, between the Employer and the Union.

29.07 Part-Time Employees shall be aware that, in the course of their regular duties, they may be required to work on various shifts throughout the twenty-four (24) hour period of the day and the seven (7) days of the week. The first shift of the working day shall be the one wherein the majority of hours worked fall between twenty-four hundred (2400) hours and zero eight hundred (0800) hours.

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

29.09 (a) The Employer, in scheduling shifts, shall take into consideration a Part-Time Employee's request for certain shift schedules, subject to the requirements of Clause 29.05.

(b) The shift patterns which may be available are:

(i) Days, evenings, nights (rotation);

(ii) Days only;

(iii) Evenings only;

(iv) Nights only;

(v) Evenings and days (rotation);

(vi) Nights and evenings (rotation);

(vii) Nights and days (rotation).

(c) A request by a Part-Time Employee to work evenings only or nights only shall not be unreasonably denied, provided however that the Employer shall have the right to assign periods of day duty for the purpose of maintaining proficiency totalling not more than one hundred and ninety-three point seven five (193.75) regular hours worked in a calendar year. When a request to work evenings or nights only is accommodated, the Part-Time Employee may only alter that request by the giving of fourteen (14) weeks' notice of intention.

(d) Part-Time Employees working shift choices (i), (v) and (vii), shall be assigned day duty at least point three three (.33) of the time during the shift cycle. For the purpose of applying the foregoing, a Part-Time Employee will be deemed to have been assigned day duty for those periods of time absent on vacation or on or for a Named Holiday that would have, except for such absence, been day duty to which the Part-Time Employee would have been assigned in accordance with the shift schedule. Scheduled days of rest shall not be considered as day duty for the purpose of applying this provision.

29.10 In the event a Part-Time Employee's scheduled shift is cancelled with less than fourteen (14) days' notice, a make-up shift shall be scheduled for the next following cycle of the shift schedule. When a Part-Time Employee reports for work as scheduled and is directed by the Employer to leave and return to work for a later shift, they shall be compensated for the inconvenience by the payment of three (3) hours' pay at the Part-Time Employee's basic rate of pay.

29.11 (a) Regular part-time Employees who wish to be considered for additional hours of work to meet temporary operational requirements shall submit completed Employee Availability Forms to the Employer, indicating their availability to work casual shifts.

Such additional hours of work shall be distributed as equally as possible among the available regular part-time Employees and casual employees who have requested additional hours of work.

Such additional hours shall be paid to a part-time employee in accordance with Clause 29.11(b) for the position being replaced.

Casual employees will be treated and paid in accordance with the provisions of Article 31: Casual Employees.

(b) Where a Part-Time Employee volunteers or agrees when requested to work additional shifts, they shall be paid their basic rate of pay for such hours, or if applicable, at the overtime rate(s) provided in Clause 29.16:

(i) for those hours worked in excess of seven point seven five (7.75) hours in a day; or

(ii) for work performed by the Part-Time Employee on days in excess of the work ratio referred to in Clause 29.02.

(c) Where the Employer requires a Part-Time Employee to work without them having volunteered or agreed to do so, they shall be paid the applicable overtime rate provided in Clause 29.16.

Schedule Changes

29.12 Except when application of this Article is waived by mutual agreement between the Employee and the Employer, if, in the course of a posted schedule, the Employer changes an Employee's scheduled shift, or the start time of an Employee's scheduled shift, they shall be paid at the rate of two times (2X) their basic rate of pay for all hours worked during the first shift of the changed schedule, unless fourteen (14) calendar days' notice of such change has been given.

Daylight Saving Time

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

Flexible Hours

29.14 (a) Regular Part-Time Employees may work flexible hours by mutual agreement between the Part-Time Employee and the Employer, whereby at a mutually agreeable time the Employer will provide and the Part-Time Employee shall take time off:

(i) for those hours worked during the normal rest period; and

(ii) in place of overtime pay for those hours worked in excess of seven point seven five (7.75) hours in a day or thirty-eight point seven five (38.75) hours in a week averaged over one (1) cycle of the shift schedule, in which event Clauses 29.02, 29.04, 29.05, 29.12 and 29.16 have no application.

(b) The Part-Time Employee shall be paid for the time taken off in place of overtime pay at the same rate the Part-Time Employee would have been paid wages had the Part-Time Employee worked these hours on a normal working day.

(c) If time off in place of overtime pay is not provided and taken in accordance with the foregoing, the Part-Time Employee will be paid overtime in accordance with Sub-Clause 29.16 (a).

Trading Shifts

29.15 (a) Employees may trade shifts among themselves, provided that:

(i) the trade is agreed to, in writing, between the affected Employees on a Shift Trade Request Form prior to the traded shifts being worked; and

(ii) employees are encouraged to trade shifts that are of equal length; and

(iii) prior approval of such trade has been given by the Employee's immediate supervisor on the Shift Trade Request Form.

(b) Such exchange shall be recorded on the shift schedule.

(c) Such exchange shall not be deemed a violation of provisions of this Collective Agreement.

Overtime

29.16 (a) The overtime rate of two times (2X) shall be paid for work authorized by the Employer and performed by the Part-Time Employee on days in excess of the work ratio referred to in Clause 29.02 above, and for all hours worked beyond seven point seven five (7.75) hours worked in any given work day. The Employer shall provide on each unit overtime forms which are to be signed by the designated authorizing person and a document indicating that the overtime was worked shall be given to the Part-Time Employee within twenty-four (24) hours of the overtime being worked.

(b) If mutually agreed between the Part-Time Employee and the Employer, equivalent time off in lieu of pay may be granted. Time off not taken by the last day of March in any given year shall be paid out.

Named Holidays

29.17 A Part-Time Employee required to work on a Named Holiday shall be paid at one point five times (1.5X) their basic rate of pay for work performed up to seven point seven five (7.75) hours. Two point five times (2.5X) their basic rate of pay shall be paid for work in excess of seven point seven five (7.75) hours on such day.

A Part-Time Employee required by the Employer to work on Christmas Day or August Civic Holiday shall be paid for work performed up to seven point seven five (7.75) hours at two times (2X) their basic rate of pay. Overtime worked on Christmas Day or the August Civic Holiday shall be paid at the rate of three times (3X) the Employee's basic rate of pay.

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

29.19 Unless a Part-Time Employee requests otherwise, in writing, they shall be scheduled so as to be given either Christmas Day or New Year's Day off. An Employee who wishes to have either Christmas day or New Year's Day off shall submit their request to the Employer by September 1. The Employer shall indicate approval or disapproval by October 1.

When an Employee who has been granted Christmas Day or New Year's Day off requests an additional day off at the same time, the Employer will endeavour to schedule the Employee for two (2) consecutive days off (i.e. December 24 and 25; or December 25 and December 26; or December 31 and January 1; or January 1 and January 2).

Annual Vacation

29.20 Definition

For the purpose of this Clause:

(a) "Vacation" means annual vacation with pay.

(b) "Vacation Year" means the twelve (12) month period commencing on the first day of April in each calendar year and concluding on the last day of March of the following calendar year.

(c) Regular Part-Time Employees will commence earning vacation entitlement upon the date of commencement of employment.

29.21 (a) Vacation Entitlement

Regular Part-Time Employees shall be entitled to receive time off for vacation purposes based on the number of years of continuous employment as outlined below, and shall receive vacation pay in accordance with Clause 29.22:

(i) during the first (1st) year of employment, a Part-Time Employee accumulates vacation time of twenty-one (21) calendar days; or

(ii) during the second (2nd) to ninth (9th) years of employment, a Part-Time Employee accumulates vacation time of twenty-eight (28) calendar days;

(iii) during the tenth (10th) to nineteenth (19th) years of employment, a Part-Time Employee accumulates vacation time of thirty-five (35) calendar days;

(iv) during the twentieth (20th) and subsequent years of employment, a Part-Time Employee accumulates vacation time of forty-two (42) calendar days.

(b) Supplementary Vacation

Regular Part-time Employees shall earn supplementary vacation upon reaching the employment anniversary dates of twenty-five (25), thirty (30), thirty-five (35), forty (40), and forty-five (45) years of continuous service. On each of these occasions, Employees shall earn an additional seven (7) calendar days to be scheduled in accordance with Article 29.21(c).

Each supplementary vacation amount is a one-time credit to be taken by the Employee prior to the next supplementary vacation employment anniversary date.

The number of hours of supplemental vacation pay for each period of supplemental vacation will be based upon the following formula:

the hours paid as a regular employee, excluding overtime, during the preceding employment year, multiplied by 2%. Payment for these hours is based on the basic rate of pay in effect on the date the supplemental vacation leave commences.

(c) Time of Vacation

(i) As far as possible, Part-Time Employees shall be granted their choice of vacation periods; however, the final allotment of vacation remains within the responsibility and the authority of the Employer.

(ii) The Employer shall post the vacation schedule planner by January 1st of each year. Where a Part-Time Employee submits their vacation preference by February 15th of that year, the Employer shall indicate approval or disapproval of that vacation request by March 31st of the same year.

(iii) Vacation time entitlement accumulated in one vacation year shall be taken during the next following vacation year.

(iv) Vacation leave will be deemed to have commenced on the first regularly scheduled work day absent on vacation leave, and continue on consecutive calendar days until return to duty. A vacation period may be divided by mutual agreement between the Part-Time Employee and the Employer.

(v) Vacation earned during one (1) vacation year and not scheduled or taken by the end of the next vacation year will be paid out in the last pay period in March of that vacation year unless otherwise mutually agreed to between the Part-Time Employee and the Employer.

(vi) Where an Employee submits a written vacation request after March 31st for the current vacation year, the Employer shall provide a written approval or disapproval of the vacation request within fourteen (14) calendar days or ten (10) business working days, whichever is less.

(vii) A request may be made in writing to the Employer to utilize vacation credits prior to the completion of the vacation year in which the credits are earned. The request shall be subject to the approval of the Employer and shall not exceed the number of vacation days accrued to the date of the request.

(d) Vacation Earning Portability

Where a voluntarily terminated Part-Time Employee commences employment within six (6) months of date of termination of employment with another Employer signatory to an agreement containing this provision, such Part-Time Employee shall, after one (1) year of service, receive vacation pay as though their employment has been continuous. At the request of the Part-Time Employee the Employer shall provide the Part-Time Employee with a written statement of their vacation entitlement upon termination.

(e) A part-time Employee who takes one (1) day of vacation will have one (1) calendar day of vacation taken from their vacation time. A regular Employee who takes two (2) or more days of vacation will be administered in accordance with Clause 29.21(a).

29.22 Vacation Pay

Vacation pay to be paid to a Regular Part-Time Employee, at least one (1) day and not more than two (2) weeks before the commencement of their annual vacation, shall be in accordance with the following formula: the hours worked, excluding overtime, during the preceding employment year, multiplied by the basic rate of pay in effect on the date vacation leave commences, multiplied by the applicable rate of:

(a) six per cent (6%) during the first (1st) employment year; or

(b) eight per cent (8%) during the second (2nd) to ninth (9th) employment years; or

(c) ten per cent (10%) during the tenth (10th) to nineteenth (19th) employment years; or

(d) twelve per cent (12%) during the twentieth (20th) and subsequent employment years.

(Example: 500 hours x $10.00 x .06 = $300.00)

29.23 A Part-Time Employee required by the Employer to return to work during their vacation will receive two times (2X) their basic rate of pay for hours worked. In addition to receiving premium pay, the time worked will be rescheduled as vacation leave with pay.

Sick Leave

29.24 Sick leave is provided by the Employer, for the purpose of maintaining regular earnings during absences due to illness or accident for which compensation is not payable under the *Workers' Compensation Act* or for quarantine by a Medical Officer of Health.

29.25 On completion of the stipulated probationary period a Regular Part-Time Employee will receive a credit for sick leave computed from the date their continuous service commenced at the rate of one point five (1.5) working days for each full month of employment, up to a maximum of one hundred and twenty (120) working days prorated on the basis of the regularly scheduled hours worked by the Part-Time Employee in relation to the regularly scheduled hours for a Full-Time Employee. Provided however, that a Part-Time Employee shall not be entitled to apply sick leave credits for absences due to illness occurring prior to the completion of their probationary period, nor for additional shifts worked pursuant to Clause 29.11. Sick leave credits shall not accrue during any absence that results from:

(i) an illness; or

(ii) an injury; or

(iii) a layoff; or

(iv) a leave of absence; or

(v) an unpaid leave while in receipt of weekly indemnity as provided for by the Short Term Disability Insurance Plan or the Long Term Disability Insurance Plan; or

(vi) an absence while in receipt of compensation from the Workers' Compensation Board;

where the period of such absence is in excess of thirty (30) calendar days.

29.26 Part-Time Employees reporting sick shall advise the Employer as soon as possible by placing a telephone call to the Centre in accordance with the Centre's or department's procedure. The Employee shall advise the Employer of an expected return to work date. Part-Time Employees may be required to substantiate, in the form prescribed by the Employer, any claim for sick leave in the following circumstances:

(a) For any incident of sick leave of five (5) days' duration or longer; and

(b) After the fourth (4th) and subsequent incident of sick leave of any duration.

Payment of sick leave benefit shall not be effected until required substantiation has been supplied. Where the Employee must pay for such required substantiation of sick leave and presents an original receipt, the Employer shall reimburse the Employee to a maximum of thirty dollars ($30.00).

29.27 Subject to the above, a Part-Time Employee granted sick leave shall be paid at their basic rate of pay for regularly scheduled shifts absent due to illness, and the number of hours thus paid shall be deducted from their accumulated sick leave credits up to the total amount of their accumulated credits at the time sick leave commenced.

29.28 When a Part-Time Employee has accrued the maximum sick leave credit of one hundred and twenty (120) working days, they shall no longer accrue sick leave credits until such time as their total accumulation is reduced below the maximum. At that time they shall recommence accumulating sick leave credits.

29.29 If a Part-Time Employee requires time off for the purpose of attending a dental, physiotherapy, optical or medical appointment, provided they have been given prior authorization by the Employer, such absence shall be charged against their accumulated sick leave. Part-Time Employees may be required to submit satisfactory proof of such appointment.

29.30 (a) Except as hereinafter provided, sick leave will not be paid in respect of any illness or injury which is incurred during a period of scheduled vacation once vacation leave has commenced. In the event that the illness or injury prevents the Part-Time Employee from resuming their duties at the conclusion of the vacation period and they have substantiated their claim for sick leave, income continuance thereafter will be in accordance with Clause 29.27. Notwithstanding the foregoing, should a Part-Time Employee demonstrate to the satisfaction of the Employer that they were admitted to a hospital as an "inpatient" during the course of their vacation, they shall be deemed to be on sick leave for the period of the stay in hospital, subject to the provisions of Clause 29.27. Vacation time not taken as a result of such stay in hospital shall be rescheduled to a mutually agreed later time frame.

(b) In the event an illness or injury preventing a Part-Time Employee from performing their usual duties, occurs prior to the scheduled start of the vacation period, and provided proper substantiation of their claim to sick leave has been provided, the absence on account of the illness or injury will be treated as sick leave pursuant to Clause 29.27 until the Part-Time Employee has recovered sufficiently to permit the resumption of their usual duties. Time not utilized as vacation leave as a result of the above illness or injury will be rescheduled to a mutually agreed later time frame.

29.31 Upon request of a Part-Time Employee but not more frequently than once a year, the Employer shall advise a Part-Time Employee of their accrued sick leave credits.

29.32 A Part-Time Employee who has accrued sick leave entitlement under the terms of this Collective Agreement shall, upon the voluntary termination of their employment with the Employer, be entitled to retain such entitlement provided they enter into employment at a Centre at which the Employer is also party to an agreement with an identical sick leave provision, within six (6) months of the date of their termination of employment. Otherwise sick leave credits shall be cancelled and no payments shall be due therefore. This entitlement shall not apply during the Part-Time Employee's probationary period. At the request of the Part-Time Employee, the Employer shall provide the Part-Time Employee with a written statement of their accumulated sick leave entitlement upon termination.

29.33 A Part-Time Employee who has exhausted their sick leave credits during the course of an illness, and the illness continues, shall be deemed to be on leave of absence without pay or benefits except as provided in Sub-Clause 27.01(g), for the duration of the illness or as provided below, whichever first occurs. The Part-Time Employee shall keep the Employer advised as to when they shall be expected back to work and shall, in the case of a long-term illness, provide the Employer with fourteen (14) days' written notice of readiness to return to work and:

(a) if a Part-Time Employee is capable of performing the duties of their former position, they shall be reinstated by the Employer in the same position which they held immediately prior to- their disability at not less than the same pay step in the Salaries Schedule and other benefits that accrued to them prior to their disability;

(b) if a Part-Time Employee is incapable of performing the duties of their former position, but is capable of performing the duties of their former classification, a reasonable effort shall be made by the Employer to place them in an available position that they are capable of performing. In such a case the Union agrees to waive the posting provisions of the Collective Agreement.

ARTICLE 30
TEMPORARY EMPLOYEES

30.01 A Temporary Employee shall be covered by the terms of this Collective Agreement with the exception of:

(a) Article 8: Probationary Period;

(b) Article 9: Seniority;

(c) Article 10: Performance Appraisals;

(d) Article 24: Employee Benefits Plan prior to the completion of six (6) months of continuous service;

(e) Article 32: Layoff and Recall;

(f) Article 33: Discipline and Dismissal;

which are superseded and replaced by the following:

30.02 (a) A Temporary Employee shall not have the right to grieve the termination of their employment.

(b) The Employer shall provide at least seven (7) calendar days' written notice of termination of their temporary position.

(c) A Regular Employee occupying a temporary position shall retain their seniority and shall not have the right to grieve placement pursuant to Article 32: Layoff and Recall, when no longer required in that capacity.

ARTICLE 31
CASUAL EMPLOYEES

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

Hours of Work

31.02 (a) Hours of work for a Casual Employee shall be up to seven point seven five (7.75) hours in a day.

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

(c) A Casual Employee will not be required to work in a manner where the ratio of work days to non work days exceeds 5:2 averaged over six (6) calendar weeks.

(d) Hours of work shall be deemed to:

(i) include, as scheduled by the Employer, either two (2) rest periods of fifteen (15) minutes during each full working shift of seven point seven five (7.75) hours; or

one (1) rest period of thirty (30) minutes during each full working shift of seven point seven five (7.75) hours, if this is more compatible with the scheduling of work assignments;

the alternative to be applied shall be at the discretion of the Employer; or

include, as scheduled by the Employer, one (1) rest period of fifteen (15) minutes during each half shift of not less than four (4) hours; and

(ii) exclude a meal period of thirty (30) minutes to be scheduled by the Employer during each working day in which the Casual Employee works in excess of four (4) hours.

(iii) Notwithstanding that the meal break is to be excluded in the calculation of regular hours of work, if the Employer requires a Casual Employee to be readily available for duty during their meal period, they shall be so advised in advance and be paid for that meal period at their basic rate of pay.

(iv) If a Casual Employee is recalled to duty during their meal period or rest period they shall be given a full meal period or rest period later in their shift, or where that is not possible, be paid for the meal period or rest period as follows:

(a) for a rest period, at two times (2X) their basic rate of pay rather than at straight time; or

(b) for a meal period for which the Casual Employee is entitled to be paid in accordance with Sub-Clause 31.02(d)(iii), at two times (2X) their basic rate of pay rather than at straight time; or

(c) for a meal period for which the Casual Employee is not otherwise entitled to be paid, at two times (2X) their basic rate of pay.

31.03 (a) No Casual Employee shall be scheduled except with their consent.

(b) Casual Employees shall be aware that, in the course of their regular duties, they may be required to work on various shifts throughout the twenty-four (24) hour period of the day and the seven (7) days of the week. The first shift of the working day shall be one wherein the majority of hours worked fall between twenty-four hundred (2400) and zero eight hundred (0800) hours.

31.04 In the event that a Casual Employee reports to work as scheduled or called and the Employer cancels their shift, the Casual Employee shall be paid three (3) hours' pay at the Casual Employee's basic rate of pay.

Extended Work Day

31.05 All provisions pertaining to Casual Employees working the extended work day are covered in Article 38: Extended Work Day.

Overtime

31.06 (a) Overtime is all time authorized by the Employer and worked by a Casual Employee in excess of seven point seven five (7.75) hours per day. The Employer shall provide on each ward or unit overtime forms which are to be signed by the designated authorizing person and a document indicating that the overtime was worked shall be given to the Casual Employee within twenty-four (24) hours of the overtime being worked.

(b) The overtime rate of two times (2X) the applicable basic rate of pay shall be paid for overtime hours worked.

(c) Following working a shift, a Casual Employee who then works in excess of four (4) hours overtime shall be provided with access to a meal and snacks at no cost.

Salaries

31.07 (a) The basic rate of pay for Casual Employees shall be as outlined in the Salaries Schedule.

(b) Subject to any of the other terms of this Collective Agreement providing for the withholding or delay in granting of an increment, a Casual Employee's basic rate of pay will be advanced to the next higher basic rate of pay following two thousand and twenty-two point seven five (2022.75) hours worked with the Employer and thereafter a further increment upon completion of each period of one thousand eight hundred and thirteen point five (1813.5) hours worked to the maximum increment granted to Full-Time Employees. For the purposes of this Sub-Clause, "hours worked" means all the hours a Casual Employee actually works at their basic rate of pay and for all hours actually worked that would generate overtime.

(c) Provided not more than three (3) years have elapsed since the experience was obtained, when a casual Employee has experience satisfactory to the Employer, their starting salary shall be adjusted by applying the following formula:

(i) advance starting rate to the second (2nd) step in the salary scale if more than two thousand and twenty two point seven five (2,022.75) hours; or

(ii) advance starting rate to the third (3rd) step in the salary scale if more than four thousand and forty five point five (4,045.5) hours; or

(iii) advance starting rate to the fourth (4th) step in the salary scale if more than six thousand and sixty eight point two five (6,068.25) hours; or

(iv) advance starting rate to the fifth (5th) step in the salary scale if more than eight thousand and ninety one (8,091) hours; or

(v) advance starting rate to the sixth (6th) step, if applicable, in the salary scale if more than ten thousand one hundred and thirteen point seven five (10,113.75) hours.

31.08 **Shift Differential**

A Casual Employee shall be paid Shift Differential in accordance with the provisions of Article 16 – Shift Differential.

All differentials payable under this Clause shall not be considered as part of the Casual Employee's basic rate of pay. Where applicable, a Casual Employee shall be eligible to receive both Shift Differential and Weekend Premium.

31.09 **Weekend Premium**

A Casual Employee shall be paid Weekend Premium in accordance with the provisions of Article 17 – Weekend Premium.

All premiums payable under this Clause shall not be considered as part of the Casual Employee's basic rate of pay. Where applicable, a Casual Employee shall be eligible to receive both Shift Differential and Weekend Premium.

31.10 **Transportation**

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

(b) Where a Casual Employee is assigned duties necessitating the use of the Employee's automobile, they shall be reimbursed pursuant to Clause 21.02.

31.11 **Named Holidays**

(a) Casual Employees shall be paid at one point five (1.5X) their basic rate of pay for all hours worked on a Named Holiday. Two point five times (2.5X) their basic rate of pay shall be paid for work in excess of seven point seven five (7.75) hours on such day.

A Casual Employee required by the Employer to work on Christmas Day or August Civic Holiday shall be paid for work performed up to seven point seven five (7.75) hours at two times (2X) their basic rate of pay. Overtime worked on Christmas Day or the August Civic Holiday shall be paid at the rate of three times (3X) the Employee's basic rate of pay.

(b) Casual Employees shall be paid, in addition to their basic rate of pay, five percent (5%) of their basic rate of pay in lieu of the Named Holidays.

31.12 **Annual Vacation**

Casual Employees shall be entitled to, in addition to their basic rate of pay, six per cent (6%) of their basic rate of pay in lieu of vacation, and shall be entitled to an additional two per cent (2%) vacation pay on completion of the equivalent hours of work required by a Full-Time Employee to reach the vacation entitlement of twenty (20) working days, and a further two per cent (2%) vacation pay on completion of the equivalent hours of work required by a Full-Time Employee to reach the vacation of twenty-five (25) working days and a further two per cent (2%) of vacation pay on the completion of equivalent hours of work required by a Full-Time Employee to reach the vacation of thirty (30) working days.

31.13 **Dues Deduction**

Casual Employees shall be subject to dues deductions as provided in Article 4: Union Membership and Dues Deduction.

31.14 **Grievance Procedure**

Casual Employees shall be covered by Article 37: Grievance Procedure.

31.15 **Appointments, Transfers and Promotions**

(a) Subject to the criteria established in Article 11: Appointments, Transfers and Promotions, an applicant for regular employment who has experience with the Employer as a Casual Employee within the bargaining unit shall be given preference over external applicants.

(b) The Employer shall post the name of the successful candidate in accordance with Clause 11.05.

31.16 A Casual Employee who transfers to regular full-time or part-time employment with the Employer shall be credited with the following entitlements earned during their casual period of employment provided not more than six (6) months have elapsed since they last worked for the Employer:

(a) vacation entitlement; and

(b) the total accumulation of regular hours worked for the purpose of incremental advancement pursuant to Clause 31.07.

31.17 **Temporary Assignments**

When a Casual Employee is assigned by their immediate supervisor to replace another Employee in a higher paid classification within this Collective Agreement for a full or partial shift or longer, they shall be paid the basic rate of pay for the classification in which the Employee is relieving, provided they are qualified to perform the substantive duties of the higher paid classification. When a Casual Employee is required temporarily to perform the duties of a lower paid classification, their basic rate of pay will not be changed.

31.18 **Probationary Period**

Casual Employees shall be covered by Article 8: Probationary Period.

31.19 **Discipline and Dismissal**

Casual Employees shall be covered by Article 33: Discipline and Dismissal.

ARTICLE 32
LAYOFF AND RECALL

32.01 It is the exclusive right of the Employer to:

(a) establish, and vary from time to time the job classifications and the number of Employees if any, to be employed in any classification, or in any work place of the Centre; and

(b) assign to other classifications any, or all, of the duties normally performed by classifications of this bargaining unit when Employees from within this bargaining unit are not available.

32.02 **General Conditions**

For the purpose of application of this Article, the Parties agree to the following:

(a) "Classifications" shall be determined by the Employer pursuant to Article 14: Salaries and are listed as such in the Salaries Schedule.

(b) Classifications which are listed in both non-certified and certified pay grades are considered to be the same classification.

(c) Notwithstanding Sub-Clause 32.02 (a), Care Housing Attendants and Nursing Attendants shall be considered to be the same classification.

(d) "Status" means either permanent full-time employment or permanent part-time employment.

(e) "Pay grade" means any classification with the same maximum rate of pay.

Meeting with the Union, Consultation and Layoff Process

32.03 (a) The Parties recognize the value of meeting prior to a layoff process occurring. The purpose of this meeting is to discuss the process of how layoffs will take place, review the current seniority list, to determine whether the provisions of Letter of Understanding: Mutual Agreement to Adjust FTEs would apply and to discuss other relevant factors the Parties agree upon. The Parties will also discuss the process to be followed for Employees on approved leave of absence, WCB, STD or LTD insurance benefits.

(b) When, in the opinion of the Employer, it becomes necessary to displace an Employee, due to reduction of the work force, or reduction in regularly scheduled hours of work of a Regular Employee, or wholly or partly discontinue an undertaking, activity or service, the Employer will notify the Employee fourteen (14) calendar days prior to the date of layoff, except that the fourteen (14) calendar days' notice shall not apply where layoff results from an act of God, fire, flood or a work stoppage by Employees not covered by this Collective Agreement.

(c) Where the layoff results from an act of God, fire or flood, the fourteen (14) calendar days' notice is not required but up to two (2) weeks' pay in lieu thereof based on regularly scheduled hours worked during this period shall be paid to affected Employees.

(d) To assist the Employee in indicating their preference of alternate positions, the Employee will have access to the seniority lists, the shift schedules, and a list of positions available prior to the consultation with the Employer.

(e) A consultation meeting will be arranged by the Employer between the Employee, the Employer representative(s) and the Union representative(s). The consultation process will not be unreasonably delayed as a result of the unavailability of the Union representative.

(i) The Employee, through consultation with the Employer, shall indicate a preference of positions for which they have the requisite skill, training, and knowledge to perform the work by selecting a position in the same Centre, in the same classification and the same status which are vacant or, by selecting to displace an Employee with less seniority in the same Centre, same classification and the same status.

(ii) Where there are no positions within the same Centre, same classification and the same status which are vacant or held by an Employee with less seniority, the Employee may indicate their preference for an alternative position in the same Centre, and same classification with a lower status (i.e. permanent full-time to permanent part-time) held by a less senior Employee in the same Centre and same classification.

(iii) Where there are no positions of any status in the same Centre and same classification as the Employee's current position, the Employee may indicate a preference for an alternative position which is vacant or occupied by a less senior Employee in the same Centre in a classification in the same pay grade or a lower pay grade.

(f) Following consultation with the Employee, the Employer shall place the Employee in a position in accordance with Sub-Clause 32.03 (e) for which they have the requisite skill, training and knowledge to perform the work.

32.04 Employees who:

(a) refuse an offer by the Employer of alternate work; or

(b) lack the required competency and seniority, to displace another incumbent within their particular classification

shall be provided with not less than fourteen (14) calendar days' notice specifying the date on which they will be laid off.

Recall Process and Termination of Recall Rights

32.05 (a) An Employee who, due to the application of this Article:

(i) does not hold a regular or temporary position in a Centre shall be considered on "full layoff"; or

(ii) has suffered a reduction in regularly scheduled hours or has been placed in a classification in a lower pay grade in a Centre shall be considered on "partial layoff".

(b) All vacancies shall be posted. Regular Employees on full layoff, Casual Employees and external applicants are not eligible for hire while Regular Employees remain on full layoff. The posting and selection process shall be administered in accordance with Article 11: Appointments, Transfers and Promotions.

(c) No new Regular or Temporary Employees will be hired in classifications where there are other Employees in that classification in a Centre, who possess the requisite skills, training, knowledge and ability for the available job, who are on either full or partial layoff.

32.06 Other than for the continuation of the seniority held at the time of layoff, discipline, grievance and arbitration rights, and rights and benefits arising under this Article, an Employee's rights while on full layoff shall be limited to the right of recall. Employment shall be deemed terminated when an Employee does not return from full layoff when notified to do so, or on the expiry of twelve (12) months from the date of full layoff, whichever first occurs.

32.07 An Employee's right to recall while on partial layoff, in a Centre, will expire if the Employee refuses recall to a position with the same or greater regularly scheduled hours and the same pay grade as their pre-layoff position or on the expiry of twelve (12) months from the date of partial layoff, whichever first occurs.

32.08 If a temporary position remains vacant pursuant to Sub-Clause 32.05 (b), the Employer shall offer the temporary position to those Employees on partial layoff, in a Centre, in order of seniority. If no Employee on partial layoff accepts the temporary position, the Employer shall offer the position to those Employees on full layoff, in a Centre, in order of seniority. If no Employee on full or partial layoff, in a Centre, accepts the temporary position, the Employer will fill the vacancy in accordance with Article 11: Appointments, Transfers and Promotions and such action will not be considered a violation of the provisions of Article 32: Layoff and Recall.

32.09 Where an Employee on full or partial layoff, in a Centre, accepts a temporary position in accordance with this Article, the Employee shall retain their rights to recall.

32.10 Where an Employee on full or partial layoff, in a Centre, refuses recall to a temporary position, the Employee shall retain their rights to recall.

32.11 Casual Shifts

(a) Employees on full and partial layoff, in a Centre, shall submit a completed availability sheet on a regular basis to the Employer, indicating their availability to work casual shifts.

(b) Casual shifts, in a Centre, shall be offered to Employees who have completed their availability sheets and who have the skills, training, knowledge and ability to perform the work, in the following order:

(i) Regular Employees on partial layoff in order of seniority; then

(ii) Regular Employees on full layoff in order of seniority; then

(iii) Regular Part-Time Employees; then

(iv) Casual Employees.

(c) In the event that a regular Employee on layoff, in a Centre, accepts an offer to work as a Casual or Temporary Employee, such Employee shall be governed by the Collective Agreement provisions applicable to Casual and Temporary Employees. However, regular Employees on full or partial layoff, in a Centre, who refuse casual shifts may do so without adversely impacting their recall rights.

(d) This obligation to offer casual shifts shall expire on twelve (12) months from the date the regular Employee, in a Centre, was reduced in regularly scheduled hours of work as a result of the application of this Article, or twelve (12) months from the date the regular Employee was on full layoff, in a Centre, whichever is applicable.

32.12 Employees affected by temporary layoff, in a Centre, may elect to maintain coverage of contributory plans specified in Article 24: Employee Benefits Plan, provided that the Employee makes prior arrangements to pay full premium costs. Failure by the regular Employee to submit the full premium payments will result in the Employer discontinuing benefit coverage for that Employee. In the event the Employee works casual shift(s) the Employee shall remain responsible for the payment of the full premium costs and their recall status shall not be adversely affected.

32.13 When increasing the work force or if a permanent position remains vacant in accordance with Clause 32.05, Employees on full layoff, in a Centre, shall be recalled in order of their seniority provided they possess the requisite skill, training, knowledge and ability to perform the work. The method of recall shall be by telephone, and if contact with the Employee is not accomplished, by registered letter sent to the Employee's last known place of residence or by personal delivery of same. When dispatched by registered mail, the letter shall be deemed delivered five (5) calendar days from the date of mailing. The Employee so notified will report for work as directed but in any event shall notify the Employer of their intent no later than five (5) days following the delivery date. If no Employee on full layoff, in a Centre, accepts the permanent position, the Employer will fill the vacancy in accordance with Article 11: Appointments, Transfers and Promotions and such action will not be considered a violation of the provisions of Article 32: Layoff and Recall.

32.14 The operation of this Article, including revision to shift schedules caused by layoff or displacement, shall not constitute a violation of the terms of this Collective Agreement.

32.15 When an Employee is on approved leave of absence, or Workers' Compensation Benefits or Long Term Disability Insurance Benefits, the consultation meeting and notice of layoff, if applicable, shall be served when the Employee has provided notice of readiness to return to work.

ARTICLE 33
DISCIPLINE AND DISMISSAL

33.01 Unsatisfactory conduct and/or performance by an Employee may be grounds for discipline up to, and including, immediate dismissal.

33.02 Following a preliminary investigation of an incident, and where the Employer has a significant reason to believe that an Employee may be responsible, and that their actions may lead to discipline, the Employee may be accompanied by a Union Representative and / or Union Steward in subsequent meetings.

33.03 The Employee shall be informed by the Employer that they are being investigated with respect to an incident that may result in discipline and that they have the right to have a Union Representative and / or Union Steward present if they so choose. An Employee who is subject to an investigation and required to attend an investigation or disciplinary meeting shall be paid at the applicable rate of pay for time spent in that meeting.

33.04 Where circumstances permit, the Employer will provide no less than twenty four (24) hours notice to an Employee, under investigation, for any scheduled meeting and / or investigation referred to in Clauses 33.02 and 33.03.

33.05 Investigations must be completed with action imposed within 15 days, excluding Saturdays, Sundays and Named Holidays (as per Article 22 Named Holidays) of the date the Employer first became aware of, or reasonably should have become aware of, the occurrence of the act giving rise to the investigation.

Requests, in writing, by the Employer to extend the timelines identified in this clause shall not be unreasonably denied.

33.06 Unsatisfactory conduct and/or performance by an Employee which is not considered by the Employer to be serious enough to warrant suspension or dismissal may result in a written warning to the Employee. The Employee shall sign any written notice of discipline for the sole purpose of indicating that they are aware of the disciplinary notice. A copy of the written warning shall be placed on the Employee's personnel file. Copies of all written warnings shall be forwarded to the Union within five (5) days of issuance. Where circumstances permit, an Employee may be accompanied by a Union Representative and / or Union Steward during the disciplinary discussion.

33.07 In the event that an Employee is suspended or dismissed, the Employer will provide written reasons for the suspension or dismissal to the Employee. A copy of the letter will be provided to the Union within five (5) days of the disciplinary action being taken. When the disciplinary action involves a suspension, the letter to the Employee will specify the time period of the suspension.

33.08 A Union Steward attending a meeting and / or investigation referred to in this Article shall suffer no loss of pay.

33.09 When an Employee has grieved a disciplinary action and the Employer has either allowed the grievance or reduced the penalty levied against the grievor, the personnel file of the Employee shall be amended to reflect this action provided this action results in the abandonment of the grievance.

33.10 After two (2) years of continuous service from the date the disciplinary measure was invoked, it shall be deemed removed from the Employee's personnel file provided the file does not contain any further record of disciplinary action, during the two (2) year period, of which the Employee is aware.

33.11 An Employee absent for three (3) consecutive working days without notifying the Employer shall be considered to have terminated their employment unless the Employee subsequently provides reason acceptable to the Employer and where, in the opinion of the Employer, such prior notification was not possible.

33.12 In the event that an Employee is reported to their licensing body by the Employer, the Employee shall be so advised.

33.13 Nothing in this Article prevents immediate suspension or dismissal for just cause.

ARTICLE 34
BULLETIN BOARD SPACE

34.01 The Employer shall provide bulletin boards to be placed in reasonably accessible locations upon which designated space shall be provided where the Union may be permitted to post notices of meetings and other such notices which may be of interest to Employees. It is not the intention of the Union to post anything objectionable to the Employer.

ARTICLE 35
OCCUPATIONAL HEALTH, SAFETY AND WELLNESS

35.01 The Occupational Health, Safety and Wellness Committee shall be composed of representatives of the Employer and representatives of the Union and may include representatives of other Employee groups. The Committee shall schedule meetings in accordance with its terms of reference. Should there be an issue requiring immediate attention of the Committee, the Chairperson or Vice-Chairperson shall call a special meeting of this Committee.

35.02 An Employee shall be paid their basic rate of pay for attendance at these committee meetings. The operation of this clause shall not constitute a violation of other terms of this Collective Agreement.

35.03 The Occupational Health, Safety and Wellness Committee shall consider such matters as occupational health, safety and wellness and may make recommendations to the Employer in that regard. The Committee will function in accordance with the regulations published pursuant to the *Occupational Health and Safety Act* or such other procedural rules as may be mutually agreed.

35.04 The Occupational Health, Safety and Wellness Committee shall also consider measures necessary to ensure the security of each Employee on the Employer's premises and may make recommendations to the Employer in that regard. Should the recommendations not be implemented or adequate steps taken towards implementation within forty-five (45) calendar days from the date the recommendation is made, the Union Representative may direct that the item be referred to the Site Director forthwith. A written reply will be given within fourteen (14) calendar days of the presentation by the Committee.

35.05 Where the Employer requires the Employee to receive specific immunization and titre, as a result of or related to the Employee's work, it shall be provided at no cost.

ARTICLE 36
COPIES OF COLLECTIVE AGREEMENT

36.01 Within sixty (60) calendar days of the signing of this Collective Agreement, the Employer shall provide each Employee with a copy.

36.02 The Employer shall provide a copy of the Collective Agreement to each new Employee upon appointment or at orientation.

36.03 Selection of the printers and printing of the Collective Agreement shall be the joint responsibility of the Employer and the Alberta Union of Provincial Employees. Costs shall be shared equally between the Employer and the AUPE.

36.04 The final version of the Collective Agreement shall be maintained in electronic form and both the Employer and the Union shall be provided with a copy of the final version of the Collective Agreement in electronic form.

ARTICLE 37
GRIEVANCE PROCEDURE

37.01 **Grievance Definitions**

A grievance shall be defined as any difference arising out of an interpretation, application, administration or alleged violation of this Collective Agreement. A grievance shall be categorized as follows:

(a) An individual grievance is a dispute affecting one (1) Employee. Such grievance shall be initiated at Step 1 of the grievance procedure as outlined in Clause 37.05, except in cases of suspension or dismissal which will commence at Step 2; or

(b) A group grievance is a dispute affecting two (2) or more Employees. Such grievance shall be initiated at Step 2 and processed therefrom in the same manner as an individual grievance as outlined in Clause 37.05. A group grievance shall list all Employees affected by the grievance and the results of such grievance shall apply, proportionately if applicable, to all Employees listed on the original grievance; or

(c) A policy grievance is a dispute between the Parties, which due to its nature, is not properly the subject of an individual or group grievance. Such grievance shall be initiated, in writing, to the Director of Human Resources at Step 3 of the grievance procedure, within ten (10) days of the date the aggrieved party first became aware of, or reasonably should have become aware of, the event leading to the grievance. If the policy grievance is a Union grievance, it shall commence at Step 2.

If the policy grievance is an Employer grievance, it shall be directed to the President of the Union and the President shall render a written reply within ten (10) days of receipt. Upon receipt of response or failure to reply, the Employer may advance the grievance to Arbitration.

37.02 **Authorized Representatives**

(a) An Employee may be assisted and represented by a Union Representative or Union Steward when presenting a grievance.

(b) The Employer agrees that a Union Representative or Union Steward shall not be hindered, coerced or interfered with in any way in the performance of their functions while investigating disputes and presenting adjustment as provided in this Article. However, no Union Steward shall leave their work without obtaining consent from their supervisor, which shall not be unreasonably withheld. The Union Steward shall not suffer any loss of pay for time spent in the performance of their duties involving a grievance provided that the Union Steward does not leave the Employer's premises.

(c) The Employer will provide the Union within three (3) months of the signing of this agreement, a written list of the titles of Authorized Representatives who would respond to grievances. The Employer will also provide the name and addresses of a contact person for the purpose of receiving all grievances and distributing grievances to the appropriate respondent.

37.03 **Time Limits**

For the purpose of this Article, periods of time referred to in days shall be deemed such periods of time calculated on consecutive calendar days exclusive of Saturdays, Sundays and Named Holidays which are specified in Article 22: Named Holidays.

37.04 **Mandatory Conditions**

(a) Should the Employee or the Union fail to comply with any time limit in the grievance procedure, the grievance will be considered to be abandoned, unless the Parties have mutually agreed in writing to extend the time limits.

(b) Should the Employer fail to comply with any time limits in the grievance procedure, the grievance shall automatically move to the next step on the day following the expiry of the particular time limit unless the Parties have mutually agreed in writing to extend the time limits.

(c) During any and all grievance proceedings, the Employee shall continue to perform their duties, except in cases of suspension or dismissal.

(d) A suspension or dismissal grievance shall commence at Step 2.

37.05 **The Grievance Procedure**

(a) Step 1

In order to encourage resolution of a grievance, the Parties agree to provide disclosure of information relevant to the grievance as soon as reasonably possible. This information includes that which either Party intends to rely on to support their position.

An Employee who has a grievance shall, within ten (10) days of the date they become aware of, or reasonably should have become aware of, the occurrence which led to the grievance, first discuss the matter with their immediate supervisor and attempt to resolve the grievance at this stage.

In the event that it is not resolved satisfactorily to the Employee, it may be advanced in accordance with the following steps.

(b) **Step 2**

If:

(i) an individual grievance, within ten (10) days of discussing the grievance with the Employee's immediate supervisor in Step 1; or

(ii) a group grievance, within ten (10) days of the date any of the aggrieved parties became aware of the event or reasonably should have become aware of the event leading to the grievance;

the grievance shall be submitted, in writing, to the Step 2 designated representative, stating the Articles claimed to have been violated, the nature of the grievance and the redress sought. The designated representative shall hold a hearing within ten (10) days of receipt of the grievance. The grievance will be responded to, in writing, by the appropriate designated representative within ten (10) days of receiving the grievance. If the grievance is not settled at this stage, it may be advanced to Step 3.

(c) **Step 3**

Within ten (10) days of the reply at Step 2, the Employee shall submit the grievance, in writing to the Site Director or designate. The Site Director or designate shall hold a hearing within ten (10) days of receipt of the grievance. The Employee shall be entitled to have a Union Representative or Union Steward present during the meeting. The Site Director or their representative shall render a written decision within ten (10) days of the date of the hearing. If the grievance is not settled at this stage, either Party may decide to proceed to Arbitration or by mutual agreement to Mediation.

37.06 **Mediation**

If the grievance proceeds to Mediation, one jointly selected mediator shall meet with the Parties and within five (5) days of the request shall:

(a) investigate the dispute;

(b) define the issue(s) in dispute and,

(c) make written recommendations to resolve the dispute.

During the proceedings, the Parties shall fully disclose all materials and information relating to the issue(s) in dispute. The proceedings shall be conducted with a view to settling the dispute, and as such, are privileged.

The fees and expenses of the mediator shall be borne equally between the Parties to the dispute.

If the grievance is not settled at this stage, either Party may decide to proceed to Arbitration.

37.07 **Arbitration**

(a) (i) Either Party wishing to submit a grievance to Arbitration shall, within ten (10) days of the receipt of the decision at Step 3 of the grievance procedure, notify the other Party in writing of its intention to do so and shall nominate an individual to serve as a sole arbitrator.

(ii) The Party receiving the notice shall respond in an effort to agree on the selection of a mutually acceptable sole arbitrator. Where agreement on a mutually acceptable sole arbitrator cannot be reached within ten (10) days of the receipt of the notification provided for in Sub-Clause 37.07(a)(i), the Parties shall request the Department of Labour to appoint an arbitrator; or

(iii) at the request of either Party, a three person Arbitration Board, rather than a sole arbitrator shall be used. The Party requesting the use of an Arbitration Board shall indicate to the other Party within ten (10) days of the grievance being advanced to arbitration, their nominee to the Arbitration Board. The chairperson shall be selected in accordance with Sub-Clause 37.07(a)(ii).

(b) After a single arbitrator has been selected, or the Arbitration Board has been formed in accordance with the above procedure, it shall meet with the Parties within twenty-one (21) days and 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.

(c) In the case of an Arbitration Board, the Chairman shall have the authority to render a decision with the concurrence of either of the other members, and decision thus rendered or the decision of the single arbitrator shall be final and binding on the Parties.

(d) 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.

(e) Each of the Parties to this Collective Agreement shall bear the expenses of its appointee to an Arbitration Board. The fees and expenses of the Chairman or single arbitrator shall be borne equally between the two (2) Parties to the dispute.

(f) Any of the time limits herein contained in Arbitration proceedings may be extended if mutually agreed to in writing by the Parties.

ARTICLE 38
EXTENDED WORK DAY

38.01 (a) Where the Parties to this Collective Agreement agree to implement a system employing an extended work day and resultant compressed work week, they shall evidence such Collective Agreement by signing a document indicating those nursing units where such Collective Agreement applies. The list of nursing units may be amended from time to time by agreement of the Parties. Such list shall indicate for each unit whether this list applies to Full-Time Employees, Part-Time Employees or both.

(b) Nursing units may be deleted from the list referred to in Sub-Clause 38.01(a) by either Party providing the other Party with twelve (12) weeks' notice in writing of such intent.

38.02 The Employer and the Union acknowledge and confirm that, with the exception of those amendments hereinafter specifically detailed, when the extended work day is implemented in a nursing unit, all other Articles of this Collective Agreement shall remain in full force and effect as between the Parties.

38.03 **Hours of Work**

(i) Amend Clause 12.01 to read:

"12.01 Regular hours of work for Full-Time Employees, exclusive of meal periods, shall:

(a) not exceed eleven point two five (11.25) consecutive hours per day;

(b) be thirty-eight point seven nine (38.79) hours per week average over one (1) complete cycle of the shift schedule;

(c) except where overtime is necessitated, maximum in hospital hours shall not exceed twelve point two five (12.25) hours per day, determined by the start and finish times of the shift."

(ii) Amend Clause 12.02 to read:

"12.02 Regular hours of work shall be deemed to:

(a) include as scheduled by the Employer, three (3) rest periods of fifteen (15) minutes during each full working shift; and

(b) exclude at least one (1) and a maximum of two (2) thirty (30) or thirty-five (35) minute meal periods as scheduled by the Employer. Two (2) or more meal breaks or rest periods may be combined by agreement between the Employee and the Employer."

(iii) Amend Clause 12.05 to read:

"12.05 Except in cases of emergency or by mutual agreement between the Employee and the Employer, shift schedules for Regular Employees shall provide for:

(a) at least twenty-two point five (22.5) hours off duty at a shift changeover;

(b) at least two (2) consecutive days of rest per week; and

(c) two (2) weekends off duty in each four (4) week period. "Weekend" shall mean a Saturday and the following Sunday. The period of time off must be at least fifty-nine (59) hours.

Except when application of this Article is waived by mutual agreement between the Employee and the Employer, if an Employee is required by the Employer to change shifts without receiving twenty-two point five (22.5) hours off duty, they shall be entitled to premium payment of two times (2X) their basic rate of pay for the first tour of duty on the new shift."

(iv) Amend Sub-Clause 12.10 (c) to read:

"12.10 (c) A request by an Employee to work nights only shall not be unreasonably denied, provided however that the Employer shall have the right to assign periods of day duty for the purpose of maintaining proficiency totalling not more than one hundred and eighty (180) regular hours worked in a calendar year. When a request to work nights only is accommodated the Employee may only alter that request by the giving of fourteen (14) weeks' notice of intention."

(v) Amend Sub-Clause 12.10 (d) to read:

"12.10 (d) Employees who are required to rotate shifts shall be assigned day duty at least zero point five (0.5) of the time during the shift cycle, provided that in the event of an emergency or where unusual circumstances exist, an Employee may be assigned to such shift as may be necessary.

For the purpose of applying the foregoing, an Employee will be deemed to have been assigned day duty for those periods of time absent on vacation or on or for a Named Holiday that would have, except for such absences, been day duty to which the Employee would have been assigned in accordance with the shift schedule. Scheduled days of rest shall not be considered as day duty for the purpose of applying this provision."

(vi) Amend Clause 12.09 to read:

"12.09 An Employee shall not be scheduled to work more than four (4) consecutive extended shifts nor more than four (4) extended shifts per week."

(vii) Amend Clause 12.15 to read:

"12.15 (a) Employees may work flexible hours by mutual agreement between the Employee and the Employer, whereby at a mutually agreeable time the Employer will provide and that Employee shall take time off:

(i) for those hours worked during the normal rest period, and

(ii) in place of overtime pay for those hours worked in excess of eleven point two five (11.25) in a day or thirty-eight point seven nine (38.79) in a week averaged over one (1) cycle of this shift schedule, in which event Clauses 12.01, 12.04, 12.05 and Article 13: Overtime shall have no application.

(b) The Employee shall be paid for the time taken off in place of overtime pay at the same rate the Employee would have been paid wages had the Employee worked those hours on a normal working day.

(c) If time off in place of overtime pay is not provided and taken in accordance with the foregoing, the Employee will be paid overtime pay in accordance with Clause 13.02."

38.04 **Overtime**

Amend Clause 13.01 to read:

"13.01 Overtime is all time authorized by the Employer and worked by a Regular Employee in excess of the regular scheduled daily hours in compliance with Sub-Clause 38.03 (i) or on scheduled days of rest for Full-Time Employees. The Employer will provide on each ward or unit overtime forms which are to be signed by the designated authorizing person and a document indicating that the overtime was worked shall be given to the Employee within twenty-four (24) hours of the overtime being worked.

Following working a shift, an Employee who then works in excess of four (4) hours overtime shall be provided with access to a meal and snacks at no cost.

38.05 **Named Holidays**

Amend Clause 22.03 to read:

"22.03 Notwithstanding Clause 2.14, an Employee required to work on a Named Holiday shall be paid for all hours worked on a Named Holiday at one point five (1.5X) their basic rate of pay, plus:

(a) an alternate day off at a mutually agreed time for which they will be paid seven point seven five (7.75) hours' pay at their basic rate of pay, or

(b) failing mutual agreement of the alternate day off to be scheduled within thirty (30) calendar days following the Named Holiday, the Employee will be paid seven point seven five (7.75) hours at their basic rate of pay."

An Employee required by the Employer to work on Christmas Day or August Civic Holiday shall be paid for all hours worked on the Named Holiday at two times (2X) their basic rate of pay, excepting where another premium (i.e. overtime) would provide a greater monetary benefit, plus:

(a) an alternate day off at a mutually agreed time for which they will be paid seven point seven five (7.75) hours' pay at their basic rate of pay, or

(b) failing mutual agreement of the alternate day off to be scheduled within thirty (30) calendar days following the Named Holiday, the Employee will be paid seven point seven five (7.75) hours at ~~their~~ basic rate of pay."

Where an Employee works overtime on a Named Holiday in accordance with Article 22, Named Holiday pay as outlined in Article 22.03 shall not apply for overtime hours worked. Pay for overtime hours worked on a Named Holiday shall be as follows:

(i) Two point five times (2.5x) the applicable basic rate of pay for all overtime hours worked on a Named Holiday

(ii) Three times (3x) the applicable basic rate of pay for all overtime hours worked on Christmas Day or the August Civic Holiday.

38.06 **Vacation Entitlement**

(i) Amend Clause 23.02 (a) to read:

"23.02 (a) During each year of continuous service in the employ of the Employer, an Employee shall earn entitlement to a vacation with pay to be taken in the next following vacation year and the rate shall be as follows:

(i) during the first (1st) year of employment in these positions, an Employee earns a vacation of one hundred sixteen point two five (116.25) working hours; or

(ii) during the second (2nd) to ninth (9th) years of employment, an Employee earns a vacation of one hundred and fifty-five (155) working hours; or

(iii) during the tenth (10th) to nineteenth (19th) years of employment, an Employee earns a vacation of one hundred and ninety-three point seven five (193.75) working hours; or

(iv) during each of the twentieth (20th) and subsequent years of employment an Employee earns a vacation of two hundred and thirty-two point five zero (232.50) working hours per year.

Upon reaching the employment anniversary of twenty five (25) years of continuous service, Employees shall have earned an additional thirty-eight point seven five (38.75) working hours of vacation with pay, to be taken at the Employee's option at any time subsequent to the current supplementary vacation employment anniversary date.

Upon reaching the employment anniversary of thirty (30) years of continuous service, Employees shall earn an additional thirty-eight point seven five (38.75) working hours of vacation with pay.

Upon reaching the employment anniversary of thirty five (35) years of continuous service, Employees shall earn an additional thirty-eight point seven five (38.75) working hours of vacation with pay.

Upon reaching the employment anniversary of forty (40) years of continuous service, Employees shall earn an additional thirty-eight point seven five (38.75) working hours of vacation with pay.

Upon reaching the employment anniversary of forty five (45) years of continuous service, Employees shall earn an additional thirty-eight point seven five (38.75) working hours of vacation with pay.

Subject to clause 23.04, supplementary vacation may be taken at the Employee's option at any time subsequent to the current supplementary vacation employment anniversary date but prior to the next supplementary employment anniversary date.

38.07 **Sick Leave**

(i) Amend Clause 25.03 to read:

"25.03 After an Employee has completed their probationary period they shall be allowed a credit for Sick Leave computed from the date of employment at the rate of eleven point six two five (11.625) hours for each full month of employment to a maximum credit of nine hundred and thirty (930) hours provided, however, that an Employee shall not be entitled to apply sick leave credits prior to the completion of ~~her~~ probationary period."

(ii) Amend Clause 25.05 to read:

"25.05 An Employee granted sick leave shall be paid for the period of such leave at their basic rate of pay and the number of hours thus paid shall be deducted from their accumulated sick leave credit to the total number of the Employee's accumulated credit at the time sick leave commenced."

(iii) Amend Clause 25.06 to read:

"25.06 When an Employee has accrued the maximum sick leave credit of nine hundred and thirty (930) hours, they shall no longer accrue sick leave credits until such time as their total accumulation is reduced below the maximum. At that time, they shall recommence accumulating sick leave credits."

38.08 **Leaves of Absence**

(i) Amend Sub-Clause 27.07 (a) to read:

"27.07 **Bereavement Leave**

(a) Upon request, an Employee shall be granted reasonable leave of absence in the event of a death of a member of the Employee's immediate family (i.e. spouse, child, parent, brother, sister, mother-in-law, father-in-law, son-in-law, daughter-in-law, brother-in-law, sister-in-law, grandparent, grand-child, niece, nephew, aunt, uncle, guardian or fiancée). Spouse shall include common-law and/or same-sex relationship. Step-parent, step-children, step-brother and step-sister shall be considered as members of the Employee's immediate family. The Employee shall suffer no loss of regular earnings for the first five (5) calendar days, to a maximum of thirty eight point seven five (38.75) paid hours. The Employer may extend bereavement leave by up to two (2) additional calendar days to a maximum of fifteen point five zero (15.50) paid hours. Bereavement leave may include normal days off and/or vacation but no additional payment is due therefore."

(b) In the event of a death of another relative or close friend, the Employer may grant up to one (1) working day off with pay to a maximum of seven point seven five (7.75) paid hours to attend the funeral services.

(c) An Employee shall not be required to take previously unscheduled vacation leave in lieu of bereavement leave when they are entitled to that bereavement leave

(d) Bereavement Leave shall be extended by two (2) additional calendar days to a maximum of fifteen point five zero (15.50) paid hours if travel in excess of three hundred and twenty (320) kilometers one way from the Employee's residence is necessary for the purposes of attending the funeral.

38.09 **Shift Differential**

(i) Amend Article 16 to add:

16.05 No Employee shall receive payment under Articles 16.01 and 16.02 concurrently.

38.10 **Weekend Premium**

(i) Amend Clause 17.01 to read:

"17.01 A Weekend Premium of three dollars and twenty five cents ($3.25) per hour shall be paid in addition to shift differential, if applicable, to Employees for all hours worked within the period from fifteen hundred (1500) hours on Friday to zero seven hundred (0700) hours the following Monday."

38.11 **Part-Time Employees**

(i) Amend Clause 29.02 to read:

"29.02 Regular hours of work for Part-Time Employees, exclusive of meal periods, shall be up to eleven point two five (11.25) hours in any day. The ratio of work days to non-work days shall not exceed 7:7 in a six (6) calendar week period."

(ii) Amend Clause 29.05 to read:

"29.05 Except in cases of emergency or by mutual agreement between a Part-Time Employee and the Employer:

(a) shift schedules shall provide for at least twenty-two point five (22.5) hours off duty at a shift changeover;

(b) a Part-Time Employee shall not be scheduled to work on two (2) weekends in each four (4) week period. "Weekend" shall mean a Saturday and the following Sunday. The period of time off must be at least fifty-nine (59) hours;

(c) a Part-Time Employee shall not be scheduled to work more than four (4) consecutive extended shifts nor more than four (4) extended shifts per week.

Except when application of this Article is waived by mutual agreement between the Part-Time Employee and the Employer, if a Part-Time Employee is required by the Employer to change shifts without receiving twenty-two point five (22.5) hours off duty, they shall be entitled to premium pay of two times (2X) their basic rate of pay for the first tour of duty on the new shift."

(iii) Amend Clause 29.11 to read:

"29.11 (a) Regular part-time Employees who wish to be considered for additional hours of work to meet temporary operational requirements shall submit completed Employee Availability Forms to the Employer, indicating their availability to work casual shifts.

Such additional hours of work shall be distributed as equally as possible among the available regular part-time Employees and casual employees who have requested additional hours of work."

(b) Where a Part-Time Employee volunteers or agrees when requested, they shall be paid their basic rate for such hours or, if applicable, at the overtime rate(s) provided in Clause 38.04:

(i) for those hours worked in excess of eleven point two five (11.25) hours in a day; or

(ii) for work performed by the Employee on days in excess of the work ratio referred to in Sub-Clause 38.11 (i).

(c) Where the Employer requires a Part-Time Employee to work without them having volunteered or agreed to do so, they shall be paid the applicable overtime rate provided in Clause 13.02."

(iv) Amend Clause 29.25 to read:

"29.25 On completion of the stipulated probationary period, a regular Part-Time Employee shall accumulate Sick Leave benefits on the basis of eleven point six two five (11.625) hours per month, prorated on the basis of the regularly scheduled hours worked by the Part-Time Employee, in relation to the regularly scheduled hours worked for Full-Time Employees."

38.12 **Casual Employees**

A Casual Employee may be called or required for an extended work day shift in accordance with Clause 38.03. In such cases, work in excess of seven point seven five (7.75) hours shall be regarded as overtime except where the Casual Employee replaces another Employee in an extended work day position.

ARTICLE 39
DRESS CODE

39.01 The Parties agree that the Employee shall maintain a professional image while at the work site by adhering to the Employer's dress code and personal appearance policy.

ARTICLE 40
REGISTRATION FEES

40.01 (a) The Employer will reimburse Licensed Practical Nurses (who at the beginning of their next registration year have active registrations with the College of Licensed Practical Nurses of Alberta) two hundred and fifty dollars ($250.00) for their dues if they have accumulated eight hundred and nine (809) or more regular hours actually worked in the previous fiscal year.

(b) All hours actually worked in clause (a) includes leaves of absence for Union or Local business.

(c) Employees are only entitled to claim one (1) payment from any one (1) Employer per year.

SALARIES SCHEDULE

Pay Grade	Position	1	2	3	4	5	6
1	Nursing Attendant (non cert) Care Housing Attendant (non cert.)	$20.50	$21.16	$22.03	$22.70	$24.21	
2	Nursing Attendant (cert) Care Housing Attendant (cert.)	$21.16	$22.03	$22.70	$23.55	$24.29	$24.96
3	Therapy Assistant (Physio.) (No Diploma) Therapy Assistant (Occupational Therapy) (No Diploma)	$22.65	$23.33	$24.24	$24.91	$26.47	$27.36
4	Therapy Assistant (Physio.) (Diploma) Therapy Assistant (Occupational Therapy) (Diploma)	$23.54	$24.25	$25.04	$25.81	$27.38	$28.24
5	L.P.N.	$26.69	$27.73	$28.98	$29.87	$31.10	$34.63

July 1, 2019 – Matching percentage increase to the wage grid as those achieved between Alberta Health Services and AUPE Auxiliary Nursing Care, either through negotiations or interest arbitration process as contained in the 2019 Wage Re-Opener process within the Collective Agreement referenced above.

LETTER OF UNDERSTANDING #1

between

CAPITALCARE

and the

ALBERTA UNION OF PROVINCIAL EMPLOYEES

RE: ADMINISTRATION OF EDUCATIONAL ALLOWANCE

The Parties agree as follows:

1. This Letter of Understanding shall be applicable to Employees who are in one of the following classifications:

   (a) in Pay Grade 1: Nursing Attendant;

   (b) in Pay Grade 1: Care Housing Attendant.

2. For the purpose of determining an Employee's eligibility to be paid the certified rates of pay under Pay Grade 2, the Employer shall recognize the following courses or certificates, or equivalencies, as determined by the Employer, from bona fide post-secondary institutions, supported by proof submitted by the Employee:

   (a) Personal Care Attendant (PCA);

   (b) Health Care Aide (HCA);

   (c) Graduate Practical Nurse (GPN).

3. An Employee who, is covered under Point 1 above and who successfully completes one or more recognized courses or certificates as outlined in Point 2 above, shall be moved to the same pay step in Pay Grade 2. Such move shall be paid from the date the Employee provides proof of qualifications to the Employer. Future salary increments will be in accordance with Clause 14.02.

On behalf of the Employer

On behalf of the Union

June 30, 2020

Date

May 19, 2020

Date

LETTER OF UNDERSTANDING #2

between

CAPITALCARE

and the

ALBERTA UNION OF PROVINCIAL EMPLOYEES

RE: SEASONAL CLOSURE OF PROGRAM

The Parties agree that when an Employer implements a seasonal closure, the Regular Full-Time, Regular Part-Time and Temporary Employees affected by the seasonal closure of the program shall be given the opportunity to take accrued vacation, accrued named holidays or a leave of absence without pay for the specific period of the closure.

This Letter of Understanding shall end at the expiry date of the Collective Agreement.

On behalf of the Employer

On behalf of the Union

June 30, 2020

Date

May 19, 2020

Date

LETTER OF UNDERSTANDING #3

between

CAPITALCARE – Dickinsfield Campus

and the

ALBERTA UNION OF PROVINCIAL EMPLOYEES

The purpose of this Letter of Understanding is to replace or otherwise amend certain terms and conditions in the core of this Collective Agreement as it applies to Employees at the CapitalCare Dickinsfield Campus.

ARTICLE 12: HOURS OF WORK

12.05 (b) There shall be four (4) optional scheduling systems available which may be applied upon mutual agreement, in writing, between the Employer and the Union. Where the fourth option is applied, the relevant provisions of Sub-Clause 12.05 (a) above shall be amended as follows:

OPTION IV

(i) at least fifteen point five (15.5) hours off duty between shifts;

(ii) at least two (2) consecutive days of rest;

(iii) days of rest on three (3) weekends in a six (6) week period.

"Weekend" means a Saturday and the following Sunday assuring a minimum of fifty-six (56) hours off duty;

(iv) not more than seven (7) consecutive days of work.

On behalf of the Employer

On behalf of the Union

June 30, 2020

Date

May 19, 2020

Date

LETTER OF UNDERSTANDING #4

between

CAPITALCARE

and the

ALBERTA UNION OF PROVINCIAL EMPLOYEES

RE: AFFECTING EMPLOYEES REGULARLY SCHEDULED FOR .93 AND GREATER FULL-TIME EQUIVALENCIES

The Parties agree that all Employees who are regularly scheduled for point nine three (.93) or greater full-time equivalencies will be granted the following:

1. Employees will be advanced to the next higher basic rate of pay on their anniversary date subject to the terms of the Collective Agreement providing for the withholding or delay in the granting of an increment.
2. Employees will be granted Named Holidays based on the provisions granted to Full-Time Employees in the Collective Agreement.
3. Employees will be granted vacation based on the provisions granted to Full-Time Employees in the Collective Agreement.
4. Employees shall accrue and be granted sick leave based on the provisions granted to Full-Time Employees in the Collective Agreement.
5. Employees will be considered to be Full-Time Employees when the Employer invokes Article 32: Layoff & Recall.
6. The full amount of the Flexible Spending Account in accordance with the provisions of the Flexible Spending Account Letter of Understanding.
7. An Employee will be placed on a "Priority Call-in List" based on seniority in order to receive casual hours to bring the Employee up to the level of hours the Employee was receiving in their permanent position immediately before the layoff was in effect. This "Priority Call-in List" will be in existence for twelve (12) months from the date of the layoff. In the twelve (12) months from the date of layoff, should an Employee receive a position that raises their regular hours per week to the level they were receiving prior to the layoff, they shall have their name removed from the "Priority Call-in List."

The provisions of this Letter of Understanding supersede any previous Letter of Understanding that may relate to the above issues.

The provisions of this Letter of Understanding will remain in force and effect unless the Parties agree to alter, amend or delete this Letter of Understanding.

On behalf of the Employer

On behalf of the Union

June 30, 2020

Date

May 19, 2020

Date

LETTER OF UNDERSTANDING #5

between

CAPITALCARE

and the

ALBERTA UNION OF PROVINCIAL EMPLOYEES

RE: MUTUAL AGREEMENT TO ADJUST FTEs

The Parties agree that it may be of mutual benefit to the Employees and the Employer to allow Regular Employees, who request to do so, to reduce their regular hours of work.

The Parties also agree that the provisions of this Letter of Understanding may be used to offer Regular Employees an increase to their regular hours of work.

However, Regular Employees' FTEs may only be amended in accordance with the provisions of this Letter of Understanding following mutual agreement between the Employer and the Union.

1. Requests by Regular Employees to decrease regular hours of work:

   (a) Requests from Regular Employees to decrease their regular hours of work shall be made, in writing, to the Employer. The Employer shall indicate approval or rejection, in writing, within fourteen (14) days of the request.

   (b) A request to decrease regular hours of work shall indicate the requested number of shifts to be decreased. Employees shall not be permitted to amend the length of their shift through this process.

   (c) A Regular Employee cannot decrease their FTE to less than a point four (.4) FTE pursuant to this Letter of Understanding.

2. Increasing regular hours of work as a result of point 1:

   (a) If the number of hours vacated by a Regular Employee as a result of the implementation of point 1 of this Letter of Understanding is less than point four (.4) FTE, such additional or residual hours shall be offered, in whole or in part, to Regular Part-Time Employees working in the same classification in the same unit, department or program of the Centre, in order of seniority.

   (b) If the number of hours vacated equals or exceeds point four (.4) FTE, these shall be posted in accordance with Article 11: Appointments, Transfers and Promotions.

   (c) If there are no qualified applicants from the posting(s) in point 2 (b) above, the remaining shifts shall be offered, in whole or in part, to Regular Part-Time Employees working in the same classification in the same unit, department or program of the Centre, in order of seniority.

(d) A Regular Part-Time Employee may add to their regular hours of work, only those hours from the vacant position(s) that can be accommodated in their schedule without violating the scheduling provisions of this Collective Agreement.

3. Increasing regular hours of work as a result of funding increases or as a result of the provisions of 3(c) below:

   (a) If newly funded additional regular hours become available in the Centre that result in FTEs of less than point four (.4), such additional hours shall be offered, in whole or in part, to Regular Part-Time Employees working in the same classification in the same unit, same shift, department or program of the Centre, in order of seniority.

   (b) If the number of hours available equals or exceeds point four (.4) FTE, these shall be posted in accordance with Article 11: Appointments, Transfers and Promotions.

   (c) If, in the opinion of the Employer, a vacant position(s) may be combined with other positions to create bigger FTEs for current regular employees and if the increase to each position is less than point four (.4) FTE, such additional hours shall be offered, in whole or in part, to Regular Part-Time Employees working in the same classification, in the same unit, same shift, department or program of the Centre, in order of seniority.

   (d) If there are no qualified applicants from the posting(s) in point 3 (b) above, the remaining shifts may be offered, in whole or in part, to Regular Part-Time Employees working in the same classification in the same unit, same shift, department or program of the Centre, in order of seniority.

   (e) A Regular Part-Time Employee may add to their regular hours of work, only those hours that can be accommodated in their schedule without violating the scheduling provisions of this Collective Agreement.

   (f) The revised position's FTE cannot be greater than one point zero (1.0) FTE.

4. This Letter of Understanding may be used to achieve reductions in FTE due to funding fluctuations.

5. No Employee may decrease or increase their regular hours of work pursuant to this Letter of Understanding more frequently than once in a calendar year, unless otherwise agreed between the Employer and the Union.

6. Where any change to a Regular Employee's FTE arises as a result of the implementation of this Letter of Understanding, the Employer shall issue a letter to the Employee confirming the Employee's new regular hours of work in accordance with this Collective Agreement.

7. Where mutual agreement is not reached to amend FTEs in accordance with this Letter of Understanding, the provisions of this Collective Agreement shall apply.

8. Where there is mutual agreement between the Parties to alter an Employee's regular hours of work, the implementation of the provisions of this Letter of Understanding shall not be considered a violation of Article 11: Appointments, Transfers and Promotions, Article 30: Temporary Employees, Article 31: Casual Employees and Article 32: Layoff and Recall.

On behalf of the Employer

On behalf of the Union

June 30, 2020

Date

May 19, 2020

Date

LETTER OF UNDERSTANDING #6

between

CAPITALCARE

and the

ALBERTA UNION OF PROVINCIAL EMPLOYEES

ARTICLE 24: EMPLOYEE BENEFITS PLAN

The Parties agree that the Employer will provide the following paramedical practitioner coverage within the Alberta Blue Cross supplementary health benefits plan or equivalent referred to in Sub-Clause 24.01 (a):

> Reimbursement of up to thirty-five dollars ($35) per visit, to a maximum of twenty (20) visits per year, for services from a chiropractor, physiotherapist, massage therapist, osteopath, chiropodist and/or podiatrist.

Further to Article 24.01(b)(vi), effective July 1, 2019, the coverage provided under the Supplementary Benefits Plan shall be amended as follows:

- 100% Coverage for Continuous Positive Airway Pressure (CPAP) device,
- Increase coverage for Hearing Aids to a maximum of $500 every 24 months,
- Increase coverage for Physiotherapist to $35 per visit to a maximum of $700 per year,
- Increase coverage for Chiropractor to $35 per visit to a maximum of $700 per year,
- Add coverage for Certified Addictions/ Drug Counsellor to Psychologist, Master of Social Work at eighty percent (80%) coverage to a maximum of one thousand ($1,000) per year, and
- Increase coverage for Podiatrist/Chiropodist to $35 per visit to a maximum of $700 per year.

This Letter of Understanding shall remain in force and effect in accordance with Article 1.

On behalf of the Employer

On behalf of the Union

June 30, 2020

Date

May 19, 2020

Date

LETTER OF UNDERSTANDING #7

between

CAPITALCARE

and the

ALBERTA UNION OF PROVINCIAL EMPLOYEES

RE: SEVERANCE

1. Severance will be offered as a result of organizational changes that result in the permanent reduction in the number of Regular Employees in the bargaining unit.

2. Severance will not be offered under the following conditions:

   (a) When an Employee voluntarily accepts layoff and recall; and/or

   (b) When a layoff results from an act of God, fire or flood; and/or

   (c) When an Employee has been terminated for just cause or has resigned or retired; and/or

   (d) When an Employee's status is other than permanent Full-Time employment or permanent Part-Time employment.

3. The Employer will offer the following severance to eligible Regular Employees, as defined in Item 4 of this Letter of Understanding:

   (a) A Regular Full-Time Employee shall be eligible for severance pay in the amount of two (2) weeks' regular pay at their basic rate of pay for each full year of continuous employment to a maximum of forty (40) weeks' pay.

   (b) A Regular Part-Time Employee shall be eligible for severance pay in the amount of two (2) weeks' regular pay at seventy-seven point five (77.5) hours for each full period of two thousand and twenty-two point seven five (2,022.75) hours worked at the basic rate of pay to a maximum of forty (40) weeks' pay.

   (c) For the purposes of Point 3 (a) and (b) above, basic rate of pay means basic rate of pay exclusive of overtime payments and premium payments.

   (d) For purposes of severance, continuous employment will be calculated from the last date of hire recognized with the Employee's current Employer and shall exclude all absences in excess of thirty (30) days.

4. A Regular Employee who has received layoff notice in accordance with Article 32 and for whom no alternate vacant position is available and he/she does not have the right to displace an Employee with less seniority, shall have the option to select either of:

   (a) Layoff with recall rights as specified in Article 32 of the Collective Agreement; or

   (b) Severance in accordance with this Letter of Understanding.

5. A Regular Employee who accepts severance pay as described above, shall have terminated his/her employment, with no further rights to recall.

6. A Regular Employee who receives notice of layoff shall have fourteen (14) calendar days from the date the notice of layoff is issued to advise the Employer, in writing, that the Employee wishes to take the severance offered by the Employer. Any Employee who does not advise the Employer, in writing of the Employee's decision to accept severance shall be deemed to have selected layoff in accordance with Article 32 of this Collective Agreement.

7. (a) Employees who select severance will not be eligible for rehire by any Health Care Employer who is a Party to a Collective Agreement containing severance provisions for the period of the severance (which for the purpose of clarity means the period of time equal to the number of weeks of severance paid to the Employee).

   (b) The Employee may be considered for hire by an Employer referred to in (a) provided they repay the Employer from whom severance was received, the difference, if any, between the time they were unemployed and the length of time for which the severance was paid.

8. Severance pay provided under this Letter of Understanding shall be deemed to be inclusive of any and all legislative requirements for termination notice.

This Letter of Understanding shall apply over a period of time beginning the date on which the Parties exchange notice of ratification for this Collective Agreement and ending June 30, 2020 or upon the date of ratification of the next Collective Agreement, whichever is later.

On behalf of the Employer

On behalf of the Union

June 30, 2020
Date

May 19, 2020
Date

LETTER OF UNDERSTANDING #8

between

CAPITALCARE

and the

ALBERTA UNION OF PROVINCIAL EMPLOYEES

RE: FLEXIBLE SPENDING ACCOUNT

The following shall apply:

- A Flexible Spending Account (FSA) shall be implemented for all employees eligible for benefits in accordance with Article 24: Employee Benefits Plan, Clause 24.02.
- On July 1st of each year, a sum of one thousand dollars ($1,000) per each benefit eligible Full-time Employee shall be allocated by the Employer to a FSA for each eligible Full-time Employee.

  Effective July 1, 2019 the FSA will be calculated as follows:

  On July 1st of each year, a sum of one thousand and one hundred dollars ($1,100) per each benefit eligible Full-time Employee shall be allocated by the Employer to a FSA for each eligible Full-Time Employee.
- This FSA shall be provided to benefit eligible Part-time employees on a pro-rated basis, based on their full-time equivalency as of June 1st of each calendar year.
- The FSA may be utilized by Employees for the purposes of receiving reimbursement for expenses associated with professional development including:

  (i) tuition costs or course registration fees;

  (ii) travel costs associated with course attendance;

  (iii) professional journals, books or publications; and

  (iv) computer software and computer hardware.
- Reimbursement for the cost of professional registration or voluntary association fees related to the employee's discipline.
- Reimbursement for health and dental expenses that are eligible medical expenses in accordance with the *Income Tax Act* and are not covered by the benefit plans specified in Article 24 of the Collective Agreement.
- Contribution to an Employer-administered Registered Retirement Savings Plan (RRSP), and effective July 1, 2018, Tax Free Savings Account.
- Wellness expenses which may include, but are not limited to, such expenditures such as fitness memberships and fitness equipment.
- Family care including day care and elder care expenses.
- Reimbursement for alternative transportation including bus passes and bus tickets.

- Reimbursement for ergonomic back support, ergonomic wrist support, and ergonomic foot rests.
- By June 1st of each year, employees who are eligible for the FSA will make an allocation for the utilization of their FSA for the subsequent Spending Account year (July 1st to June 30th).
- Any unused allocation in an Employee's FSA as of June 30th of each calendar year may be carried forward for a maximum of one (1) calendar year.
- Employees who are laid off after July 1st in the year in which the funds are available, shall maintain access to the fund for the balance of that Spending Account year (July 1st to June 30th) while on layoff.
- Reimbursement will be provided by the Insurer upon submission of an original receipt. Photocopies will not be accepted.
- Where the Employer chooses to contract with an insurer for the administration of the Flexible Spending Account, the administration of the Account shall be subject to and governed by the terms and conditions of the applicable contract.

The Flexible Spending Account shall be implemented and administered in accordance with the *Income Tax Act* and applicable Regulations in effect at the time of implementation and during the course of operation of the Flexible Spending Account.

On behalf of the Employer	On behalf of the Union
June 30, 2020	May 19, 2020
Date	Date

LETTER OF UNDERSTANDING #9

between

CAPITALCARE

and the

ALBERTA UNION OF PROVINCIAL EMPLOYEES

RE: WEEKEND ONLY PATTERN

The Parties agree that the Employer may implement the following:

A weekends only pattern (Saturday and Sunday), only by request of the Employee, and subject to the approval of the Employer. Weekend only patterns of work shall be used on a temporary basis. The Employer will advise the Union in writing of:

1. the name of the employee holding the position;
2. the name(s) of any other affected employees;
3. the expected duration of the weekend only position; and
4. the centre where the position exists

This Letter of Understanding shall be effective from the date of ratification until the expiry of this Collective Agreement.

On behalf of the Employer

On behalf of the Union

June 30, 2020

Date

May 19, 2020

Date

LETTER OF UNDERSTANDING #10

between

CAPITALCARE

and the

ALBERTA UNION OF PROVINCIAL EMPLOYEES

RE: EMPLOYEE BENEFITS

The following items will be included in the Supplementary Health Care Plan, in accordance with the provisions of the benefit plan contract/policy.

1. 100% direct bill coverage for the following Diabetic Supplies:
   - (i) blood glucose test strips,
   - (ii) lancing devices,
   - (iii) lancets, syringes,
   - (iv) pen needles; and
   - (v) urine testing strips

   Effective July 1, 2019:

   - (f) flash glucose monitoring system

   and

2. 100% direct bill coverage (through a pharmacy) for an insulin pump supplies as follows:
   - (i) infusion sets
   - (ii) syringe/reservoirs; and
   - (iii) tubing

   and

3. 100% coverage for a Physician-ordered insulin pump, to a maximum of five thousand dollars ($5,000) once every five (5) years (some pharmacies may provide direct bill coverage).

On behalf of the Employer

On behalf of the Union

June 30, 2020

Date

May 19, 2020

Date

LETTER OF UNDERSTANDING #11

between

CAPITALCARE

and the

ALBERTA UNION OF PROVINCIAL EMPLOYEES

RE: PORTABILITY OF SENIORITY BETWEEN AUPE BARGAINING CERTIFICATE UNITS

As a result of the consolidation of bargaining unit certificates held by the Alberta Union of Provincial Employees (AUPE) within the Capital Care Group Inc. (CCGI) and pursuant to the *Labour Relations Code*, the Parties agree on certain principles in the administration and application of seniority rights for Employees within the bargaining units (Certificates #55-2008 and #138-2012). These principles are based on the past practice of the Parties and they shall be maintained and applied consistently to these bargaining units.

The Parties hereby agree to the following:

1. Seniority is "Portable" from one Centre to another Centre within an AUPE bargaining unit. If an Employee transfers from one Centre to another Centre and remains within either AUPE bargaining unit (Certificates #55-2008 and #138-2012), he/she retains his/her seniority date in accordance with the provisions of the respective Collective Agreement. "Centre(s)" mean(s) the individual site(s) operated by CapitalCare as identified in the Preface of the respective Collective Agreements.

2. All Seniority rights under the respective Collective Agreement as it pertains to Appointments, Transfers and Promotions, and Layoff and Recall provisions are limited to each Centre (i.e. selection of vacant positions or layoff protocols are limited to each Centre).

3. The Union and the Employer may, with mutual agreement, explore the possibility of absorbing laid off Employees into vacant positions at other Centres as a result of layoff from their originating Centre.

4. Affected Employees will have their seniority dates adjusted in accordance with this Letter of Understanding.

On behalf of the Employer

On behalf of the Union

June 30, 2020

Date

May 19, 2020

Date

LETTER OF UNDERSTANDING #12

between

CAPITALCARE

and the

ALBERTA UNION OF PROVINCIAL EMPLOYEES

RE: VACATION TRIAL – REGULAR PART-TIME EMPLOYEES

This Letter of Understanding will initiate a trial over a full two (2) vacation year period of the following language in place of the current articles 29.20, 29.21, 29.22 and 29.23.

The changes outlined below are intended to help improve the vacation process for Regular Part-Time Employees by making it easier to understand how much vacation an employee has available at any time during the year.

This trial does not change the calculation of how much vacation pay an employee is entitled to receive.

The vacation trial will be in effect for vacation years:

- April 1, 2018 to March 31, 2019
- April 1, 2019 to March 31, 2020

As such, the revised Articles 29.20, 29.21, 29.22 and 29.23 shall read as follows:

Annual Vacation

29.20 Definition

For the purpose of this Clause:

(a) "Vacation" means annual vacation with pay.

(b) "Vacation Year" means the twelve (12) month period commencing on the first day of April in each calendar year and concluding on the last day of March of the following calendar year.

(c) Regular Part-Time Employees will commence earning vacation entitlement upon the date of commencement of employment.

29.21 (a) Vacation Entitlement

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

Regular hours worked excluding overtime, during the preceding employment year	X	The applicable percentage (%) as outlined below	=	Number of paid vacation hours to be taken

(i) six percent (6%) during the first (1st) employment year; or

(ii) eight percent (8%) during the second (2nd) to ninth (9th) employment years; or

(iii) ten percent (10%) during the tenth (10th) to nineteenth (19th) employment years; or

(iv) twelve percent (12%) during the twentieth (20th) and subsequent employment years.

Vacation hours are paid at the basic rate of pay in effect on the date the vacation leave commences.

(b) Supplementary Vacation

Regular Part-Time Employees shall earn supplementary vacation upon reaching the employment anniversary dates of twenty-five (25), thirty (30), thirty-five (35), forty (40), and forty-five (45) years of continuous service. On each of these occasions, Employees shall earn an additional two percent (2%) vacation hours with pay to be scheduled in accordance with Article 29.21(c).

Each supplementary vacation amount is a one-time credit to be taken by the Employee prior to the next supplementary vacation employment anniversary date.

The number of hours of supplemental vacation pay for each period of supplemental vacation will be based upon the following formula:

> the hours paid as a regular employee, excluding overtime, during the preceding employment year, multiplied by 2%. Payment for these hours is based on the basic rate of pay in effect on the date the supplemental vacation leave commences.

(c) Time of Vacation

(i) As far as possible, Part-Time Employees shall be granted their choice of vacation periods; however, the final allotment of vacation remains within the responsibility and the authority of the Employer.

(ii) The Employer shall post the vacation schedule planner by January 1st of each year. Where a Part-Time Employee submits their vacation preference by February 15th of that year, the Employer shall indicate approval or disapproval of that vacation request by March 31st of the same year.

(iii) Vacation time entitlement accumulated in one vacation year shall be taken during the next following vacation year.

(iv) A vacation period may be divided by mutual agreement between the Part-Time Employee and the Employer.

(v) Vacation earned during one vacation year and not scheduled or taken by the end of the next vacation year will be paid out in the last pay period of March of that vacation year unless otherwise mutually agreed to between the Part-Time Employee and the Employer.

(vi) Where an Employee submits a written vacation request after March 31st for the current vacation year, the Employer shall provide a written approval or disapproval of the vacation request within fourteen (14) calendar days or ten (10) business working days, whichever is less.

(vii) A request may be made in writing to the Employer to utilize vacation credits prior to the completion of the vacation year in which the credits are earned. The request shall be subject to the approval of the Employer and shall not exceed the number of vacation days accrued to the date of the request.

(d) Vacation Earning Portability

Where a voluntary terminated Part-Time Employee commences employment within six (6) months of date of termination of employment with another Employer signatory to an agreement containing this provision, such Part-Time Employee shall, after one (1) year of service, receive vacation pay as though their employment has been continuous. At the request of the Part-Time Employee the Employer shall provide the Part-Time Employee with a written statement of their vacation entitlement upon termination.

29.22 A Part-Time Employee required by the Employer to return to work during their vacation will receive two times (2x) their basic rate of pay for hours worked. In addition to receiving premium pay, the time worked will be rescheduled as vacation leave with pay.

Prior to the conclusion of the trial period, the parties may agree to:

1.) Extend the trial period

2.) Adopt the new process

3.) Amend the trial process

Failing mutual agreement on one of these options the existing terms and conditions of Articles 29.20, 29.21, 29.22 and 29.23 would be reinstated.

On behalf of the Employer

On behalf of the Union

June 30, 2020

Date

May 19, 2020

Date

LETTER OF UNDERSTANDING #13

between

CAPITALCARE

and the

ALBERTA UNION OF PROVINCIAL EMPLOYEES

RE: WORKLOAD APPEAL PROCESS

The Parties recognize the importance of discussions regarding workload. Workload is understood to be an objective assessment of the *support* (staffing, training, communication, skill mix), *equipment* (devices, technology, supplies), and/or *time* available to the Employee to complete their assigned work.

The Parties recognize that workload may fluctuate and may be impacted by numerous factors including, but not limited to: acuity, changes in patient population, seasonality, surge periods, process improvements and efficiencies, staff/resource fluctuations, and increasing demands. As such, the Parties agree that only workload concerns that are ongoing, systemic, and long-term in nature (evidenced by the fact that the concern has continued for a minimum period of ninety (90) calendar days) may be considered as part of the Workload Appeal Process.

The Employee shall first discuss their workload concern with their immediate supervisor and attempt to resolve the matter at this stage. In the event that it is not resolved, the Employee has the right to request a formal evaluation of a workload concern through the following 'Workload Appeal Process' (WAP):

LEVEL 1

Where an Employee or group of Employees have workload concerns that are ongoing, systematic and long-term in nature, the Employee(s) may request, in writing, that their Manager conduct a formal workload evaluation. In this written submission, the Employee(s) must include an explanation of the factors they believe are leading to workload concerns, based on the understood components of workload (support, equipment and/or time to complete assigned work). Employees are also encouraged to include their proposed solutions to the workload concerns in the written submission. The Manager (or designate) shall meet with the Employee within fourteen (14) calendar days of receiving the request in order to discuss and resolve the specifics of the concern(s). The manager shall respond in writing within twenty-one (21) calendar days of the meeting.

LEVEL 2

If the Manager and the Employee or group of Employees are unable to resolve the concern at Stage 1, the Employee(s) may, within seven (7) calendar days of the response at Level 1, request the Site Director (or designate) undertake a further review of their workload concerns. The Site Director (or designate) shall meet with the Employee within fourteen (14) calendar days and shall reply in writing within twenty-one (21) calendar days of the meeting.

The time limits in the Workload Appeal Process may be extended by mutual agreement of the Parties. A subsequent evaluation request for the same workload concern within the same unit or area may only be made where substantive changes have occurred since the last review.

Dispute Resolution:

(a) The application of the processes of this Letter of Understanding is subject to Article 37: Grievance Procedure.

(b) The final decision regarding the outcome of the Workload Appeal Process is not subject to Article 37: Grievance Procedure.

On behalf of the Employer

On behalf of the Union

June 30, 2020

Date

May 19, 2020

Date

LETTER OF UNDERSTANDING #14

between

CAPITALCARE

and the

ALBERTA UNION OF PROVINCIAL EMPLOYEES

RE: CONTRACTING OUT

In the event the Employer deems it appropriate to enter into a long term agreement with a third party to contract out work normally performed by Bargaining Unit employees and if such contracting out will result in the lay-off of any employee from the bargaining unit, it will notify the Union and employees of its intent.

Prior to finalizing any plans to contract out bargaining unit work, the Employer will offer the Union a consultation process that includes the Employer:

1. Providing 90 days' written notice to the Union of its intent to contract out bargaining unit work.
2. Providing the Union with 30 days from the date of notice in point 1 above to assess and provide a written alternative potential course of action for the Employer's consideration.
3. Giving reasonable consideration to the Union's alternative proposal if it is received within 30 days in accordance with point 2 above.
4. Giving notice to the Union of its final decision to contract out or to seek further discussion with the Union should the Union's alternative proposal have merit.

If, after the consultation process, the Employer determines the preferred course of action is to continue with its plan to contract out Bargaining Unit work, the Employer agrees to meet with the Union upon request to discuss opportunities to mitigate the effects of contracting out on the affected employees.

On behalf of the Employer

On behalf of the Union

June 30, 2020

Date

May 19, 2020

Date

MEMORANDUM OF AGREEMENT

between

CAPITALCARE

and the

ALBERTA UNION OF PROVINCIAL EMPLOYEES

RE: EMPLOYMENT SECURITY
(ORGANIZATIONAL ALIGNMENT)

Whereas the Employer has determined it will be reviewing Organizational Alignment, while maintaining a focus on providing person-centered care with dignity and kindness.

And whereas the outcomes of such an effort could lead to organizational changes that may result in adjustments within the Auxiliary Nursing Bargaining Unit.

And whereas nothing in this memorandum of agreement constitutes a bar to the Union raising these issues in any other forum, or is prejudicial to any position the Union may take on these matters in the future.

The Parties agree to the following:

1. There will be no involuntary loss of employment for regular Employees in the Auxiliary Nursing Bargaining Unit.
2. That Employees will "remain whole", and where an Employee is faced with an involuntary reduction to pay or FTE, and shortfalls will be remedied.
3. To achieve the preceding, the Parties recognize that:
   - adjustments in the workforce may occur through attrition,
   - in addition to Article 32 (Layoff and Recall), all retention options will be explored;
   - the Parties agree to share all relevant information in a timely manner.
4. This memorandum shall expire on June 30, 2020.

On behalf of the Employer

On behalf of the Union

June 30, 2020
Date

May 19, 2020
Date

IN WITNESS WHEREOF, the Parties have executed this Collective Agreement by affixing hereto the signatures of their proper officers in that behalf.

Signed this 19 day of May, 2020.

ON BEHALF OF CAPITALCARE GROUP INC.

WITNESS

ON BEHALF OF THE ALBERTA UNION OF PROVINCIAL EMPLOYEES

WITNESS