

SOURCE	Union
EFF.	95 04 01
TERM.	97 03 31
No. OF EMPLOYEES	470
NOMBRE D'EMPLOYÉS	470

COLLECTIVE AGREEMENT

BINDING

THE CAPITAL CARE GROUP
(hereinafter referred to as the "Employer")

- and -

THE CANADIAN UNION OF PUBLIC EMPLOYEES, LOCAL 1158
(for employees employed in General Support Services
and Auxiliary Nursing)

Canadian Union of Public Employees/The Capital Care Group

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COLLECTIVE AGREEMENT made this _____ day of _____, A.D., 1995.

BETWEEN

THE CAPITAL CARE GROUP
(hereinafter referred to as the "Employer")

- and -

THE CANADIAN UNION OF PUBLIC EMPLOYEES, LOCAL 1158
(hereinafter referred to as the "Union")

PREAMBLE

Agreeing that the **primary** purpose of the Employer is to provide the community with efficient, competent continuing care services, it is the intent of the parties to:

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

NOW THEREFORE, THE PARTIES HERETO AGREE AS FOLLOWS:



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 hereto; shall be in force and effect from and after the date upon which the Canadian Union of Public Employees and The Capital Care Group exchange notice of ratification of this Collective Agreement up to and including March 31, 1997, 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 When either party serves notice of desire to amend the Collective Agreement under Article 1.01 above, the negotiating committees shall exchange any proposed amendments at commencement of negotiations.
- 1.03 This Collective Agreement shall continue in force and effect until a new Collective Agreement has been executed.

ARTICLE 2: DEFINITIONS

- 2.01 **An "Employee"** shall mean any employee of the Employer for whom the Union has been certified as bargaining agent, or for whom the Union has attained the status of bargaining agent through voluntary recognition, and whose employment is designated as:
- (a) "RegularEmployee" is one who works on a full-time or part-time basis:
 - (i) "Full-time Employee" shall mean an employee who is scheduled to work the hours specified in Article 16 - Hours of Work.
 - (ii) "Part-time Employee" shall mean an employee who works scheduled shifts pursuant to Article 16 06 provided however that such hours worked in any fourteen (14) calendar day period shall be less than those established for full-time employment. A part-time employee will work a minimum of three (3) hours per shift.
 - (b) "Relief Employee" shall mean an employee who is hired to fill a position made temporarily vacant as a result of a sickness, injury, leave of absence, vacation, or Named Holiday. A relief employee may work either full-time or part-time hours.
 - (c) "Temporary Employee" is one who is hired for a period of six (6) months or less for a specific job. When a Temporary Employee is hired, the Employer shall advise the Union in writing of the Temporary Employee's name, classification, department and nature of the temporary assignment. The term of employment of such Temporary Employee may be extended only by mutual agreement in writing, between the Employer and the Union. A Temporary Employee may work either full-time or part-time hours.
- 2.02 (a) Except as specifically stated otherwise, the provisions of this Collective Agreement shall apply to Part-time employees.
- (b) Relief and Temporary employees do not have a continuing employment relationship with the Employer and except as specifically stated in Article 37 of this Collective Agreement, the provisions of this Collective Agreement shall not apply to relief and temporary employees.
- 2.03 "Vacation" means annual vacation with pay.
- 2.04 "Vacation year" means the twelve (12) month period commencing on the first (1st) day of April in each calendar year and concluding on the 31st day of March of the following calendar year.

- 2.05 "Date of Employment" for the purpose of calculating annual vacation means:
- (a) in the case of an employee whose employment commenced between the first (1st) and fifteenth (15th) days inclusive of any month the first (1st) day of that calendar month;
 - (b) in the case of an employee whose employment commenced between the sixteenth (16th) and the last day inclusive of any month, the first (1st) day of the following calendar month.
- 2.06 Where indicated by context or intent of this Collective Agreement the feminine shall be deemed to include the masculine, and the singular shall be deemed to include the plural, and vice versa.
- 2.07 "Shift" means a daily tour of duty exclusive of overtime hours. The first shift of the day shall be that ~~shift~~ in which the majority of hours fall between midnight and 0800 hours.
- 2.08 "Basic Rate of Pay" shall mean the applicable step in the pay range of the employee's classification as set out in the Salaries Appendix.
- 2.09 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 falls.
- 2.10 "**Pyramiding**" means the payment of two (2) or more premiums under different provisions of **this** Collective Agreement for the same hours worked.

ARTICLE 3: CHANGE IN COLLECTIVE AGREEMENT

- 3.01 Any changes deemed necessary in this Collective Agreement may be made in writing by mutual agreement between the parties at **any** time during the existence of this Collective Agreement and shall form part **of** this Collective Agreement. The Union Local shall notify the C.U.P.E. Alberta Hospital Employees' Committee in writing.

ARTICLE 4: UNION RECOGNITION

- 4.01 The Employer recognizes the Union as the sole bargaining agent for the employees covered by this Collective Agreement as described in the Certificate(s) of the Labour Relations Board issued pursuant to the Labour Relations Code and amendments thereto, or where voluntary recognition exists, the Employer recognizes the Union as sole bargaining agent for all employees within the classifications listed.
- 4.02 No employee shall be required or permitted to make any written or verbal agreement which may be in conflict with the terms of this Collective Agreement.
- 4.03 Each party will designate a person or persons and all correspondence between the parties arising out of this Collective Agreement or incidental thereto shall pass to and from such designated persons.
- 4.04 Persons whose jobs are not in the bargaining unit shall not work on a job which is included in the bargaining unit, except for purposes of instruction, in an emergency, or when regular employees are not available, and provided that the act of performing the aforementioned work does not reduce the hours of work or pay of any regular employee. For the purpose of this clause, "persons" shall mean all other employees of the Employer who are not included in the **bargaining** unit.
- 4.05 The Employer recognizes that the Local Union may have the assistance of a C U P E National or Regional Representative during communications with the Employer and in exercising its rights as outlined in this Collective Agreement.

ARTICLE 5: UNION MEMBERSHIP, SECURITY AND CHECK-OFF

- 5.01 Membership in the Union shall be voluntary on the part of each employee. All employees covered by this Collective Agreement who are members of the Union at the time of signing of this Collective Agreement, or who, in the future, decide to become members of the Union, **shall, as** a condition of employment, maintain her membership in the Union during the life of this Collective Agreement.
- 5.02 The Employer shall deduct from the wages of employees covered by this Collective Agreement **an** amount equal to the monthly Union dues in a **manner** which is in keeping with the payroll system in effect in The Capital Care Group. In all instances such deductions shall be forwarded to the Secretary-Treasurer of the Union not later than the fifteenth (15th) day of the following month in which the dues were deducted. Such deductions shall be accompanied by a list which shall indicate each employee's name and the amount deducted from each employee.
- 5.03 The Employer will note the individual union dues deducted and enter the amount on T-4 slips issued for income tax purposes.
- 5.04 A representative of the Union shall have the right to make a presentation of up to thirty (30) minutes at the orientation of new employees with respect to the structure of the Local, as well as the rights, responsibilities and benefits under the Collective Agreement; provided, however, that attendance at the presentation shall not be compulsory, provided further, that a representative of the Employer may be present at such presentation.

ARTICLE 6: MANAGEMENT RIGHTS

6.01 Management reserves all rights not specifically restricted by this Collective Agreement.

ARTICLE 7: DISCRIMINATION

- 7.01 **The Employer or the Union shall not at any time discriminate against any employee on account of creed, colour, nationality, ancestry or place of origin, political beliefs, sex, sexual preference, age or marital status or because of their connection with trade union organizations.**

ARTICLE 8: OCCUPATIONAL HEALTH AND SAFETY

- 8.01 The parties to this Collective Agreement will co-operate to the fullest extent in the matter of occupational health, safety and accident prevention, and the Employer agrees to provide safety equipment when required and to install devices where necessary.
- 8.02 A Capital Care Group Occupational Health and Safety Committee will be established and the Union will have the right to designate two (2) members of the bargaining unit as members of this Committee. This Committee may include representatives from other employee groups. The number of Employer representatives on the Committee shall not exceed the number of representatives from the Union and other employee groups.
- 8.03 The basic rate of pay will be paid to such employee for time spent in attendance at a meeting of this Committee.
- 8.04 The Committee shall meet quarterly at a mutually acceptable hour and date. Either the Chairperson or Vice-Chairperson may call a special meeting of this Committee to deal with urgent matters. The terms of reference of the Committee will determine the procedure for dealing with such matters.
- 8.05 The Chairperson of the Committee will be determined in accordance with its terms of reference.
- 8.06 The Employer will co-operate with the Committee by providing:
- (a) materials and equipment necessary to carry out its functions in accordance with its terms of reference;
 - (b) data pertaining to workplace health and safety conditions;
 - (c) access to information pertaining to accidents, incidents or occupational diseases that occur at the worksite.
- 8.07 The Committee shall assist the Employer:
- (a) by identifying situations which may be unhealthy or unsafe in respect of the work site and make appropriate recommendations;
 - (b) in the development and promotion of measures to protect the safety and health of employees in the Institution and to check the effectiveness of such measures.

- 8 08 The Health and Safety **Committee** shall also consider measures necessary to ensure the safety of each employee on the Employer's premises and may make recommendations to the Employer in that regard. Should the recommendations not be implemented and adequate steps not *taken* towards implementation within *two (2)* months from the date the recommendation **is** made, the Health and **Safety** Committee may request and shall have the right to have their recommendations presented to the Governing Board
- 8 09 **An** employee's rights shall **be** respected in accordance with The Occupational Health and Safety Act
- 8 10 The Employer shall not unreasonably deny committee members access to the workplace to conduct safety inspections, including monitoring

ARTICLE 9: JOB CLASSIFICATION

- 9.01 The Capital Care Group shall provide classification descriptions for all classes listed in the *Salary Appendix* to the Union.
- 9.02 The purpose of the classification (job) description is to provide a guideline for the determination of each employee's classification and shall not be considered as an amendment to the established certificates or as a complete definition of any classification.
- 9.03 **New Classifications**
- (a) In the event that the Employer creates a new classification which is within the scope of the bargaining unit in accordance with Article 4.01, and which is not listed as a Classification in the '*Salary Appendix*' the following will occur
 - (i) The Employer, shall provide classification criteria for the new classification to the Union.
 - (ii) The basic rate of pay for the new classification shall be established by the Employer.
 - (iii) The Employer shall notify the Union of the basic rate of pay for the new classification as established by the Employer.
 - (iv) In the event that the basic rate of pay for the new classification established by the Employer is not acceptable to the Union, the Union shall, within thirty (30) calendar days from the date they received notification of the basis rate of pay for the new classification, notify the Employer that they wish to negotiate the basic rate of pay for the new classification established by the Employer.
 - (v) The Employer, and the Union shall meet to negotiate the basic rate of pay for the new classification established by the Employer.
 - (vi) If a satisfactory conclusion to such negotiations is not reached within sixty (60) calendar days from the date that the Union received the basic rate of pay for the new classification established by the Employer, the Union shall have an additional fourteen (14) calendar days to refer, in writing, the matter of basic rate of pay for the new classification established by the Employer to Arbitration in accordance with Article 1 02, Step V - Arbitration.

9.04 **Change to Existing Classifications**

In the event that the Employer changes the classification criteria of a Classification listed in the "Salaries Appendix" the following will occur:

- (a) The Employer shall provide the changed classification criteria to the Union
- (b) If changes to the classification criteria have the effect of significantly altering the core functions of an existing Classification, the Union may, within thirty (30) calendar days from the date they received notification of the change, notify the Employer that they wish to negotiate the basic rate of pay of that Classification.
- (c) If the Union is notified of the change to the classification criteria within the four (4) month period prior to the expiration date of the Collective Agreement, such negotiation and resolution of the basic rate of pay shall occur during the negotiation of the next Collective Agreement between the parties.
- (d) If the Union is notified of the change to the classification criteria before the four (4) month period prior to the expiration date of the Collective Agreement, the following provisions shall apply:
 - (i) the Employer and the Union shall meet to negotiate the basic rate of pay for the Classification for which the classification criteria has been changed;
 - (ii) if a satisfactory conclusion to such negotiations is not reached within sixty (60) calendar days from the date that the Union received notification of the changed classification criteria, the Union shall have an additional fourteen (14) calendar days to refer, in writing, the matter of the basic rate of pay for the Classification for which the classification criteria has been changed, to Arbitration in accordance with Article 12.02, Step V - Arbitration.

9.05 **Change In Job Content**

In the event that the primary functions of a position within the bargaining unit are changed, the Employer shall determine the appropriate Classification for such position, subject to an appeal by the incumbent regular employee in accordance with Article 12: Grievance Procedure, commencing at Step II.

9.06 **Classification Adjustment**

In the event that the Employer changes the classification allocation of the work being performed by a regular employee, to a classification with a lower basic rate of pay, such employee, while employed in such position, shall continue to receive her previous basic rate of pay until the basic rate of pay for the lower paid classification is equal to or greater than her previous basic rate of pay, at which time she will then receive the basic rate of pay for the classification to which the position is allocated.

9.07 The time limits outlined in Article 9.03 and 9.04 may be extended by mutual consent in writing between the Union and the Employer.

9.08 In the event that the Union does not comply with the time limits established in Article 9.03 the basic rate of pay established by the Employer for the new job classification shall prevail.

9.09 In the event that the Union does not comply with the time limits established in Article 9.04 the basic rate of pay established by the Employer for the classification for which the classification criteria has been changed shall prevail.

9.10 An Arbitration Board established in accordance with Articles 9.03, 9.04 and 9.05 shall have the authority to deal with the establishment and effective date of a basic rate of pay for a matter that has been referred to the Arbitration Board.

ARTICLE 10: BULLETIN BOARDS

- 10.01 The Employer shall provide Bulletin Boards which shall be placed so that all employees shall have access to them and upon which the Union shall have the right to post notice of meetings and such other notices as may be of interest to employees. It is not the intention of the Union to post **anything** objectionable to the Employer.

ARTICLE 11: SHOP STEWARDS

- 11.01 The Shop Steward System *is* accepted in principle by the Employer, and Shop Stewards will be recognized as having authority to act on behalf of other employees. The names of Shop Stewards will be supplied in writing to the Employer before they are recognized as Shop Stewards.
- 11.02 In Centres where there are no Shop Stewards. Union Officers will be recognized as Shop Stewards for the purpose of this Article.
- 11.03 The Employer agrees that the Shop Steward shall not be hindered, coerced or interfered with in any way in the performance of her function while investigating disputes and presenting adjustments. The Union understands and agrees that each Shop Steward is employed to perform work as required by the Employer and that she will not leave her work during working hours except to perform her duties as provided in this Collective Agreement. Therefore, no Shop Steward shall leave her work without obtaining the permission of her supervisor, such permission shall not be unreasonably withheld.
- 11.04 Shop Stewards shall suffer no loss in pay for time spent on the Employer's premises in performing their duties as Shop Stewards.

ARTICLE 12: GRIEVANCE PROCEDURE

12.01 A grievance shall be defined as any difference arising out of interpretation, application, administration or **alleged** violation of this Collective Agreement.

12.02 **Settling of Disputes and Grievances**

An employee or the Local Union shall have the right at any time to have the assistance of a C.U.P.E. Representative.

Step I

- (a) **An** employee who believes that she has a problem arising out of the interpretation, application or alleged violation of this Collective Agreement shall first discuss the matter with her immediate supervisor within seven (7) days of the date she first became aware of, or reasonably should have become aware of, the occurrence. "Immediate Supervisor" means that person from whom an employee normally receives her work assignments. The employee shall have the right to be accompanied by a Shop Steward or Local Union Officer **while** discussing the matter with her immediate supervisor. A sincere attempt shall be made by both parties through discussion to resolve the problem at this level. The immediate supervisor shall advise the employee of her decision within seven (7) days of the date the matter was first discussed.
- (b) In the event that the difference affects *two* (2) or more employees, those so affected, or the Union, within fourteen (14) days of the date they first became aware of or reasonably should have become aware of the occurrence, may make a written request to the Department Head that the grievances be grouped and dealt with as a single grievance commencing at Step II. A request to group such grievances will not be unreasonably denied.
- (c) In the event an employee alleges that she has been dismissed or suspended without **just** cause, she may commence her grievance at Step III, within fourteen (14) days of the occurrence.

Step II

If the grievance is not resolved under Step I above, the grievance shall, within seven (7) days of the decision of the immediate supervisor, be forwarded in writing by the Union and the employee concerned, to the employee's Department Head or designate, specifying the nature of the grievance and the redress sought. The Department Head or designate shall render a decision in writing to the Union within seven (7) days of the receipt of the grievance

Step III

If the grievance is not resolved under Step II above, the Union shall, within seven (7) days of receipt of the written decision of the Department Head or designate, submit the grievance in writing to the Centre Administrator, with a copy to the Human Resources Director, who shall render a decision in writing to the Union within seven (7) days of receipt of the grievance.

Step IV

If the grievance is not settled under Step III above, the Union shall, submit the grievance in writing to the President or designate, within seven (7) days of receipt of the decision of the Employer under Step III, and the President or designate shall render a decision to the Union in writing within seven (7) days

Step V - Arbitration

- (a) (i) If the grievance is not settled under Step IV above, the Union shall within ten (10) days of receiving the decision of the President or designate, notify the Employer in writing of its intention to submit the grievance to arbitration and shall inform the Employer of the Union's nominee to an Arbitration Board. The Employer shall, within ten (10) days of receipt of such notice, notify the Union of the Employer's nominee to the Arbitration Board. The two (2) appointees so named shall, within ten (10) days, appoint a third person who shall be the Chairperson of the Arbitration Board.
- (ii) By mutual agreement the parties may choose to use a single arbitrator (chairperson).
- (iii) By mutual agreement the parties may agree to the use of mediation services to resolve grievances and the two (2) parties shall bear equally the costs of mediation.
- (b) If the two (2) members fail to appoint a third person within the time limits, the Minister of Labour shall appoint a third member who shall be Chairperson of the Arbitration Board.
- (c) The Arbitration Board shall hear and determine the difference and shall issue an award in writing, and the decision is final and binding upon the parties and upon the employee(s) affected by it. The decision of the majority of the Board is the award of the Arbitration Board. When there is no majority decision, the decision of the Chairperson shall be the decision of the Board.

- (d) Each party to ~~the~~ difference shall bear the expense of its respective appointee to the Arbitration Board, and the two (2) parties shall bear equally the expenses of the Chairperson.
- (e) The Arbitration Board by its decision shall not alter, amend or change the provisions of ~~this~~ Collective Agreement.

12.03 Throughout this Article, the reference to "days" shall not include Saturdays, Sundays, or Named Holidays.

12.04 The time limits specified throughout the steps of the grievance procedure may be extended by mutual consent in writing between the Union and the Employer.

12.05 Should the employee or the Union fail to comply with any time limit in the grievance procedure, the grievance will be considered conceded and shall be abandoned. 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.

12.06 Policy Grievance

- (a) Where a dispute involving the question of general application or interpretation occurs affecting more than one (1) employee, the Union may proceed on a policy grievance provided the Union initiates the policy grievance within seven (7) days of the date the Union became aware of, or reasonably should have become aware of, the occurrence.
- (b) A policy grievance involving only one (1) department may be submitted at Step II. A policy grievance involving more than one (1) department **may** be submitted at Step III.

12.07 Replies in Writing

Except for Step I, replies to grievances shall be in writing at all stages.

12.08 Facilities for Grievances

The Employer shall supply the necessary facilities for joint grievance meetings

12.09 Grievances affecting departments other than the employee's department (i.e. transfers and promotions), will be commenced with the Department Head of the affected department.

12.10 In the event that any management Officers as named in the grievance steps are one and the same, the subsequent Step will be deemed to have been complied with

ARTICLE 13: PROBATION PERIOD

- 13.01 A newly **hired** regular employee shall serve a probation period. If such employee is determined by the Employer to be unsatisfactory, she may be dismissed at any time during the probation period without notice.
- 13.02 If a probationary regular employee is transferred to another classification she will be required to complete a new probation period commencing **on the** date of transfer.
- 13.03 A regular employee will be kept advised of her progress during the probation period
- 13.04 (a) The probation period for a regular employee consists of three hundred and twenty-five **(325)** hours worked from the date the last period of continuous employment commenced.
- (b) The probation period may be extended by an additional three hundred and twenty-five **(325)** hours or less for reasons other than those specified in Article 13.02 by mutual agreement in writing between the Employer, the Union and the employee. However, in no event will an employee's total probation period exceed six hundred and fifty **(650)** hours.

ARTICLE 14: SALARIES

- 14.01 The Basic Rates of Pay for each classification shall be expressed in hourly terms in the Salaries Appendix which is attached to and forms a part of this Collective Agreement, and shall be effective from and after the dates specified.
- 14.02 Employees shall advance from "Pay Step 1" to "Pay Step 2" as set out in the Salaries Appendix upon completion of 2022.75 hours worked, and then shall receive further Pay Step advancements, if applicable, based upon completion of 1813.50 hours worked at each subsequent Pay Step in the pay range.
- 14.03 (a) When a regular employee achieves a position in a classification with the same end rate as her present classification, such employee shall move to the Pay Step which has a rate which is equal to her present basic rate of pay, or if there is no such Pay Step, she shall move to the Pay Step that has a basic rate of pay that is next higher to her present basic rate of pay.
- (b) When a regular employee achieves a position in a classification with an end rate that is greater than the end rate of her present classification, she shall be placed at the same pay step in the higher classification that she was at in the position held prior to the transfer. She will then move to the next pay step in the higher pay range as soon as she completes the number of hours required in accordance with Article 14.02 (inclusive of those hours worked in her former classification)
- (c) When a regular employee achieves a position in a classification with an end rate that is less than her present classification, she shall be assigned to the Pay Step in the lower pay range that causes the least amount of reduction in her present basic rate of pay.
- 14.04 The Employer may designate Journeyman Tradespersons to assume the temporary responsibilities of Lead Hand. Employees so designated shall receive, in addition to their regular earnings, a premium of seventy cents (70¢) per hour worked for the duration of their temporary appointment. In addition to her normal duties, a Lead Hand shall be responsible for co-ordinating the efforts of other Journeyman Tradespersons assigned to work with her to ensure the work is completed satisfactorily.
- 14.05 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. 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 employee's gross earnings per pay period.

ARTICLE 15: PAYDAYS

- 15 01 Paydays will be established in The Capital Care Group but in no event will employees be paid less frequently than twice monthly. Where possible, shift workers will be paid on the day prior to pay day.
- 15 02 Effective April 1, 1995, all employees **must** be enrolled on Direct Deposit as a condition of employment. Any employee not currently enrolled on Direct Deposit shall enroll within six months from the date of ratification.

ARTICLE 16: HOURS OF WORK

16.01 It is understood and agreed that work shall provide for a continuous operation Monday through Sunday. Also, a weekend is defined as Saturday and Sunday.

16.02 Shift schedules shall be posted not less than twenty-eight (28) calendar days in advance. When a change is made in the regular employee's scheduled work days the employee shall be informed and the change shall be recorded on the shift schedule. When such change is made with less than seven (7) calendar days' notice, the regular employee shall be paid at one and one-half times (1 1/2X) the basic rate of pay for all hours worked on the first shift of the changed schedule.

16.03 On the date fixed by proclamation, in accordance with the Daylight Saving Time Act, of the 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.

16.04 **Reporting Pay**

In the event a regular employee reports for work as scheduled and is requested by the Employer to report for a later shift, the regular employee shall be compensated by payment of three (3) hours' pay at her basic rate of pay.

16.05 **Full-Time Employees**

(a) Normal hours of work, exclusive of meal periods, for regular full-time employees, shall be:

- (i) seven and three-quarter (7 3/4) work hours per day; and
- (ii) seventy-seven and one-half (77 1/2) work hours in a fourteen (14) calendar day period.

(b) ~~Unless~~ otherwise mutually agreed between the Employer and the Union, shift schedules for regular full-time employees shall provide for:

- (i) not more than two (2) different shift starting times between scheduled days off;
- (ii) days off to be consecutive;
- (iii) not more than six (6) consecutive days of work without receiving her days off.

- (iv) at least fifteen and one-half (15 1/2) hours between scheduled shifts;
 - (v) no split shifts; and
 - (vi) days off to be scheduled in such a way as to equally distribute weekends off over a shift cycle among the regular full-time employees who perform the work involved.
- (c) All full-time employees shall be permitted one (1) rest period of fifteen (15) minutes during each period of 3.875 hours of work the time of which shall be scheduled by the Employer. Rest periods will not be scheduled in conjunction with meal periods, starting times, quitting times, or taken together except by mutual agreement of the employee and the Employer.

16.06 Part-Time Employees

- (a) Hours of work for regular part-time employees, shall be:
- (i) up to seven and three-quarter (7 3/4) hours in any one (1) day, exclusive of meal periods;
 - (ii) scheduled to work in a manner where the ratio of work days to non-work days does not exceed 5:2 averaged over one (1) work cycle of not more than fourteen (14) calendar days
- (b) Unless otherwise mutually agreed between the Employer and the Union, shift schedules for regular part-time employees shall provide for:
- (i) not more than two (2) different shift starting times between days off
 - (ii) at least two (2) consecutive days off per week, averaged over one (1) work cycle of not more than fourteen (14) calendar days;
 - (iii) not more than six (6) consecutive days of work without receiving her days off;
 - (iv) at least fifteen and one-half (15 1/2) hours between scheduled shifts;
 - (v) no split shifts; and
 - (vi) excepting part-time employees who are employed specifically for weekend work, days off to be scheduled in such a way as to equally distribute weekends off over a shift cycle among the regular part-time employees who perform the work involved.

- (c) All part-time employees shall be permitted one (1) rest period of fifteen (15) minutes during each period of 3.875 hours of work, the time of which shall be scheduled by the Employer. Rest periods will not be scheduled in conjunction with meal periods, starting times, quitting times, or taken together except by mutual agreement of the employee and the Employer.
- (d) Regular part-time employees who wish to be considered for additional hours of work to meet temporary operational requirements shall advise their immediate supervisor, in writing, as to the extent of their availability. Such additional hours of work shall be distributed as equally as possible among the available regular part-time employees who have requested additional hours of work. Such additional hours shall be paid at the rate of pay for the position being replaced.
- (e) The basic rate of pay will prevail for additional hours of work assigned to a regular part-time employee beyond her scheduled hours provided:
 - (i) she accepts the assignment;
 - (ii) the hours worked do not exceed seven and three-quarter (7 3/4) hours per day;
 - (iii) the hours worked do not exceed seventy-seven and one-half (77 1/2) hours over a period of fourteen (14) calendar days;
 - (iv) the part-time employee does not work in excess of six (6) consecutive days without days off;
 - (v) the part-time employee does not work in excess of ten (10) days in a fourteen (14) day period; and
 - (vi) if the hours worked would constitute a split shift, the call back provisions of Article 19 will apply.

When a regular part-time employee accepts additional hours as per the preceding conditions her schedule shall not be considered to have been changed and therefore Article 16.02 does not apply.

16.07 Optional scheduling provisions may be mutually agreed to in writing between the Employer and the Union. The Employer shall consider any optional schedule which is proposed in writing by the Union.

ARTICLE 17: OVERTIME

- 17.01 The Employer shall determine when overtime is necessary and for what period of time it is required:
- (a) All authorized overtime worked in excess of and in conjunction with seven and three-quarter (7 3/4) hours per day shall be paid at the rate of one and one-half times (1 1/2X) the basic rate of pay for the first four (4) hours and two times (2X) the basic rate of pay thereafter.
- 17.02 Failure to provide at least fifteen and one-half (15 1/2) hours rest between scheduled shifts shall result in payment of overtime at established rates for any hours worked during normal rest periods unless the Employer and the Union have mutually agreed to optional scheduling provisions that provide for less than fifteen and one-half (15 1/2) hours rest between scheduled shifts.
- 17.03 Employees shall not be required to layoff during their regular scheduled shifts to equalize my overtime worked previously.
- 17.04 Full-Time Employees
- Overtime shall be shared as equally as possible amongst full-time employees who perform the work involved.
- 17.05 Full-time employees required to work by the Employer on their scheduled days off shall be paid one and one-half times (1 1/2X) the basic rate of pay for the first four (4) hours and two times (2X) the basic rate thereafter for hours worked on each such day.
- 17.06 (a) **A** full-time employee may request time off in lieu of overtime worked to be taken in conjunction with her annual vacation by mutual agreement.
- (b) In the event mutual agreement between the full-time employee and the Employer is not reached, time ~~off~~ in lieu of overtime may be taken at another mutually agreeable time within three (3) months of the pay period in which the overtime was worked.
 - (c) Time off in lieu of overtime shall be the equivalent of the actual time worked adjusted by the applicable overtime rate.
 - (d) Failing mutual agreement under (a) or (b) above, the Employer shall effect payment of overtime pay at the applicable overtime rate.

17.07 Part-Time Employees

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

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

ARTICLE 18: ON-CALL

- 18.01 On-call duty shall mean any period during which a regular employee is not working but during which the employee is required by the Employer to be readily available to respond without undue delay to any request to report for **work**.
- 18.02 For each assigned hour of authorized on-call duty, a regular employee shall be paid:
- (a) on regularly scheduled days of work, the **sum** of one dollar and twenty-five cents (\$1.25) per hour; and
 - (b) on scheduled days off and Named Holidays, the sum **of** one dollar and fifty cents (\$1.50) per hour. A Named Holiday or scheduled day off shall run from 0001 hours on the Named Holiday or scheduled day off to 2400 hours of the same day
- 18.03 Where mutually agreed between the Employer and the employee, the employee may receive time off in lieu of On-Call premiums. The time equivalent shall be calculated by dividing the total dollar amount of the above noted payment by the regular employee's basic rate of pay at the time that the time off is taken.
- 18.04 When an employee is supplied a pocket pager by the Employer for the purpose of on-call duty, there shall be no cost to the employee for the use of the pocket pager.

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ARTICLE 19: CALLBACK

19.01 A regular employee who is called back to work during the on-call period **shall** not be paid for those hours worked during the on-call period in accordance with Article 18, but shall be paid for the hours worked during the on-call period in accordance with the call-back provisions of Article 19.

19.02 **Full-Time Employees**

A regular **full-time** employee who is called back and required to return to work outside of her **regular hours shall** be paid for any one (1) call at either:

- (a) the overtime rate **as** specified in Article 17.01; or
- (b) four **(4)** hours at the basic rate of pay; whichever is greater.

19.03 **Part-Time Employees**

A regular part-time employee who has completed a shift and **is** called back and required to return to work outside the part-time employee's regular hours shall be paid for any one (1) call at either:

- (a) the overtime rate **as** specified in Article 17.01; or
- (b) four **(4)** hours at the basic rate of pay; whichever is greater

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ARTICLE 20: PYRAMIDING

- 20.01 Except where expressly authorized in this Collective Agreement, there shall be no pyramiding of premiums.
- 20.02 Where two (2) or more applicable premiums may apply the employee will be paid only one such premium, that being the greatest of the applicable premiums.

ARTICLE 21: SHIFT PREMIUM

- 21.01 A shift premium of twenty five (25¢) per hour will be paid to an employee working a shift whereby the major portion of such shift is worked between 1800 hours and 0700 hours
- 21.02 The specified **shift** premium shall be paid in addition to the overtime rate, for overtime worked in conjunction with a **regular** shift of seven and three-quarter (7 3/4) hours provided at least four (4) hours of the overtime worked occurs between 1800 hours and 0700 hours.

ARTICLE 22: WEEKEND PREMIUM

22.01 A weekend premium of twenty five cents (25¢) per hour shall be paid, in addition to shift premium, **if** applicable, to an employee working a shift wherein the majority of such shift falls during a forty-eight(48) hour period commencing at 2300 hours on a Friday.

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ARTICLE U: TRANSPORTATION ALLOWANCE

23.01 A regular employee who normally travels from the Centre to her place of residence by means of public transportation following the completion of her duty shift but who is prevented from doing so by being required to remain on duty longer than her 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 her place of residence.

23.02 Full-Time Employees

A full-time employee who is called back to the Centre shall be reimbursed for reasonable, necessary and substantiated transportation expenses and, if the full-time employee travels for such purpose by private automobile, reimbursement shall be at the rate of twenty-eight cents (~~28¢~~) per kilometer from the full-time employee's residence to the Centre and return.

23.03 Part-Time Employees

A part-time employee who has completed her shift and is called back and required to work shall be reimbursed for reasonable, necessary and substantiated transportation expenses and, if the employee travels for such purpose by private automobile, reimbursement shall be at the rate of twenty-eight cents (~~28¢~~) per kilometer from the part-time employee's residence to the Centre and return. Such allowance will not be paid when reporting for additional hours of work pursuant to Articles 16.06(f) and 16.06(g).

ARTICLE 24: ANNUAL VACATION

- 24.01 (a) Regular employees shall be granted the vacation period preferred by them at such time **as** may be mutually agreed upon by the Employer and the regular employee. Preference **as** to choice of vacation dates shall be determined by length of continuous service in the regular employee's particular department and classification, or **as** may be mutually agreed upon between the Employer and the Union. For the purpose of this sub-clause, a regular employee's continuous service in a department and classification shall continue to accrue during layoff and authorized leave(s) of absence.
- (b) **A** regular employee shall be entitled to an unbroken period of vacation equal to her entire vacation entitlement **unless** otherwise mutually agreed between the Employer and the regular employee.
- (c) **A** regular employee who chooses to *take* her vacation in broken periods shall be allowed to exercise her preference as to choice of vacation dates for only one (1) vacation period which falls in whole or in part during the period June 1 to August 31 inclusive, except where such vacation periods are not requested by other regular employees.
- 24.02 No regular employee may continue to work and draw vacation pay in lieu of taking her vacation.
- 24.03 Vacation earned in one (1) employment year shall be taken within the following vacation year and may not be divided into more than two (2) periods, except with the approval of the Employer. If a regular employee makes a request to divide her vacation into more than two (2) periods, such request shall be considered by the Employer.
- 24.04 There shall be **no** carryover of vacation from one (1) vacation year to the next, nor shall vacation **from** one (1) vacation year be taken consecutively with vacation in the ensuing vacation year, except with the approval of the Employer.
- 24.05 Should a regular employee demonstrate to the satisfaction of the Employer that she was admitted to a hospital as an "in-patient" during the course of her vacation, she shall be considered to be on sick leave for the period of the stay in hospital, and subsequent period of recovery, subject to the provisions of Article 26 (Sick Leave). Vacation time not taken as a result of such stay in hospital shall be taken at a mutually agreeable later date.
- 24.06 Upon written request of not less than four (4) weeks prior to the commencement of a vacation period, a regular full-time employee shall be paid vacation pay at the current rate in the Collective Agreement, at least one (1) day and not more than two (2) weeks before the commencement of the employee's annual vacation.

24.07 **An** employee leaving the service of the Employer at any time before she has exhausted the vacation credit to which she is entitled, shall receive a proportionate payment of salary in lieu of such earned vacation.

24.08 **Vacation Entitlement**

(a) **Full-Time Employees**

During each year of continuous service in the employ of the Employer, regular full-time employees shall earn entitlement to a vacation with pay to be taken in the next following vacation year and the rate at which such entitlement is earned shall be governed by the position held by the employee and the total length of such service as follows:

- (i) during the first (1st) to third (3rd) years of such employment an employee earns a vacation of fifteen (15) working days; or
- (ii) during the fourth (4th) to fourteenth (14th) years of such employment an employee earns a vacation of twenty (20) working days; or
- (iii) during the fifteenth (15th) to twenty-fourth (24th) years of such employment an employee earns a vacation of twenty-five (25) working days. or
- (iv) during the twenty-fifth (25th) and subsequent years of such employment an employee earns a vacation of thirty (30) working days.

(b) **Part-Time Employees**

During each year of continuous service in the employ of the Employer, regular part-time employees shall earn entitlement to vacation time off to be taken in the next following vacation year and such entitlement is governed by the total length of such service as out lined below. Vacation time off commences on the first (1st) regularly scheduled work day away on vacation leave and ends on the first (1st) regularly scheduled work day back from vacation leave. A regular part-time employee shall receive vacation pay in accordance with Article 24.09:

- (i) during the first (1st) to third (3rd) years of such employment an employee earns a vacation time of twenty-one (21) calendar days; or
- (ii) during the fourth (4th) to Fourteenth (14th) years of such employment an employee earns a vacation time of twenty-eight (28) calendar days; or
- (iii) during the fifteenth (15th) to twenty-fourth (24th) years of such employment an employee earns a vacation time of thirty-five (35) calendar days; or

(iv) during the twenty-fifth (25th) and subsequent years of such employment an employee earns a vacation time of forty-two (42) calendar days.

(c) Cessation of Vacation Accrual

There shall be no accrual of vacation entitlements during:

(i) layoff; or

(ii) a leave of absence without pay which is in excess of thirty (30) calendar days; or

(iii) an absence while in receipt of disability insurance or Workers' Compensation benefits which is in excess of thirty (30) calendar days.

24.09 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 the employee's annual vacation, shall be in accordance with the following formula: the hours worked as a regular employee during the preceding vacation year multiplied by, the basic rate of pay in effect on the date vacation leave commences, multiplied by the applicable rate of:

(a) six percent (6%) during the first (1st) to fourth (4th) continuous years of employment; or

(b) eight percent (8%) during the fifth (5th) to fifteenth (15th) continuous years of employment, or

(c) ten percent (10%) during the sixteenth (16th) to twenty-fifth (25th) continuous years of employment; or

(d) twelve percent (12%) during the twenty-sixth (26th) and subsequent continuous years of employment.

24.10 Subject to the mutual agreement in writing between the Employer and the employee, and only upon the employee's request, a regular part-time employee who is entitled to take greater than twenty-one (21) calendar days of vacation time in a vacation year, may be permitted to waive a portion of her vacation time entitlement which exceeds twenty-one (21) calendar days. In no circumstances, however, shall the Employer permit such employee to take less than twenty-one (21) calendar days of vacation time.

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

ARTICLE 25: NAMED HOLIDAYS

25.01 Any reference to Named Holidays in this Agreement applies to the following days:

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

and all general holidays proclaimed to be a statutory holiday by any of the following levels of Governmental authority:

- (a) the Municipal Government in which the Institution is located; or
- (b) the Province of Alberta; or
- (c) the Government of Canada.

25.02 No payment shall be due for the Named Holiday which occurs during:

- (a) a lay-off; or
- (b) all forms of leave during which a regular employee is not paid; or
- (c) an absence while in receipt of disability insurance or Worker's Compensation Benefits.

25.03 Full-Time Employees

Each regular full-time employee will be granted an additional day off with pay between April 1st and November 30th at a time mutually agreed upon between the Employer and the employee. An employee is only entitled to such Holiday if they are in the employ of the Employer on January 15th of the year in which the Holiday is to be provided. Where mutually agreed between the Employer and the regular full-time employee, the regular full-time employee may receive such holiday at a time outside the above time frame.

25.04 A full-time employee shall be entitled to a day off with pay on or for a Named Holiday provided she:

- (a) works her scheduled shift immediately prior to and immediately following the Holiday except where the employee is absent due to illness or other reasons acceptable to the Employer;

- (b) works on the Named Holiday when scheduled or required to do so
- 25.05 Subject to Article 17.01 a full-time employee who works on a Named Holiday shall be paid for all regularly scheduled hours worked on the Named Holiday at one and one-half times (1 1/2X) the basic rate of pay plus:
- (a) by mutual agreement, a day added to the full-time employee's next annual vacation, or
 - (b) a mutually agreeable day off with pay in conjunction with the full-time employee's regular days off within thirty (30) days either before or after the Named Holiday; or
 - (c) one regular day's pay
- 25.06 Subject to Article 25.04 when a Named Holiday falls during a full-time employee's annual vacation the employee shall receive:
- (a) by mutual agreement, a day off with pay added to the full-time employee's annual vacation; or
 - (b) a mutually agreeable day off with pay in conjunction with the full-time employee's regular days off within thirty (30) calendar days of the full-time employee's return from annual vacation; or
 - (c) one (1) day's regular pay in lieu of the Named Holiday
- 25.07 When a Named Holiday ~~falls~~ on a full-time employee's regularly scheduled day off, the full-time employee shall receive:
- (a) by mutual agreement a day off with pay added to the full-time employee's next annual vacation; or
 - (b) a mutually agreeable day *off* with pay in conjunction with the full-time employee's regular days off within thirty (30) calendar days, either before or after the Named Holiday; or
 - (c) one (1) regular day's pay in lieu of the Named Holiday
- 25.08 When a Named Holiday falls on a Saturday or Sunday, the Employer may designate the Friday prior or the Monday after the Named Holiday as the day off in lieu of the Named Holiday. If such designated day off is a full-time employee's regularly scheduled day off, such employee shall then be entitled to the provisions of Article 25.07.

25.09 **Part-Time Employees**

- (a) A part-time employee **who works** on a Named Holiday shall be paid at the rate of one and one-half **times** (1 1/2~~X~~) her basic rate of pay for all hours worked;
- (b) Part-time employees shall be paid, four decimal *two* percent (**4.2%**)~~of~~ their earnings paid at the basic rate of pay and of their vacation pay, in lieu of Named Holiday pay.

ARTICLE 26: SICK LEAVE

- 26.01 Sick Leave is defined as a form of insurance against illness, quarantine by a Medical Officer of Health, or because of an accident for which compensation is not payable under the Workers' Compensation Act
- 26.02 After a regular employee has completed her probation period she shall be allowed a credit for sick leave from the date of employment provided however, that a regular employee shall not be entitled to apply sick leave credits prior to the completion of her probation period
- 26.03 Sick leave credits shall not accrue during
- (a) any period of sick leave in excess of thirty (30) calendar days; or
 - (b) a layoff; or
 - (c) a leave of absence without pay which is in excess of thirty (30) calendar days, or
 - (d) an absence while in receipt of disability insurance or Workers' Compensation benefits which is in excess of thirty (30) calendar days.
- 26.04 (a) A regular employee granted sick leave shall be paid for the period of such leave at her basic rate of pay and the number of hours thus paid shall be deducted from her accumulated sick leave credits up to the total amount of the regular employee's accumulated credits at the time sick leave commenced.
- (b) When a regular employee has used four (4) incidents of paid sick leave in the fiscal year, the first shift of any subsequent incident(s) of illness will be unpaid.
- 26.05 When an employee is required to travel for the purpose of medical referral and/or treatment and is unable to schedule such time outside of her work hours, she shall have the right to utilize sick leave credits for such absence, provided such employee notified the Employer as soon as possible in advance of the appointment and provided, that she submits satisfactory proof of attendance at such appointment when required by the Employer to do so
- 26.06 Regular employees may be required to submit satisfactory proof to the Employer of any illness, non-occupational accident or quarantine.
- 26.07 When a regular employee has accrued the maximum sick leave credits she shall no longer accrue sick leave credits until such time as her total accumulation is reduced below the maximum. At that time she shall recommence accumulating sick leave credits.

- 26.08 **An** employee who has exhausted her sick leave credits during the course of an illness, and the illness continues, shall be deemed to be on leave of absence without pay for the duration of the illness or **as** provided below. The Employee shall keep the Employer advised as to when she shall be expected back to work and shall provide the Employer with fourteen (14) days' notice of readiness to return to work:
- (a) **an** employee who is capable of performing the duties of her former classification shall be reinstated by the Employer in the same classification which she held immediately prior to her absence;
 - (b) an employee who is not capable of performing the duties of her former classification, but who is capable of performing a job within the Bargaining Unit, shall have a reasonable effort made by the Employer to place her in an available position that she is capable of performing. In such a case the Union agrees to waive the posting provisions of the Collective Agreement;
 - (c) at the expiration of either twenty-four (**24**) months ~~From~~ the last day of paid sick leave or twenty-four (24) months from the first (1st) day of Long Term Disability entitlement, whichever is greater, an employee who is not capable of returning to work pursuant to (a) or (b) above shall be considered to have terminated her employment relationship with the Employer.
- 26.09 Regular employees reporting sick shall do so to the Employer as soon as possible in order that a replacement may be arranged for or duties re-distributed. Failing to do so, the regular employee shall **be** considered absent without leave and the Employer may make a deduction in pay for the time which expires between the time the regular employee should have reported for work and the time ~~at~~ which the regular employee reported.
- 26.10 Upon the request of an employee, but not more frequently than twice annually, the Employer shall advise the employee of the amount of her accumulated sick leave credits.
- 26.11 **Full-Time Employees**
- Sick leave credits for a full-time employee shall be earned and computed at the rate of one and one-half (1 1/2) working days for each full month of employment up to a maximum credit of one hundred and twenty (120) working days.

26 12 Part-Time Employees

- (a) Sick leave credits for a part-time employee shall **be** earned and computed at the rate of twelve (**12**) hours for each period of one hundred and sixty-eight (168) hours worked up to a maximum credit of nine hundred and thirty (930) hours. No credit **is** granted for fractions of one hundred and sixty-eight (168) hours worked.

i.e. Hours worked = Sick Leave Credit Hours

$$168 = 12$$

$$252 = 12$$

$$336 = 24$$

$$503 = 24$$

- (b) When a regular part-time employee accepts an assignment for additional hours of work and then reports sick for such assignment, the employee shall not be entitled to utilize sick leave credits for such assignment.

ARTICLE 27: WORKERS' COMPENSATION

- 27.01 Workers' Compensation Board coverage will be provided by the Employer for a regular employee.
- 27.02 Regular employees shall not be paid sick leave benefits when they are absent from work and drawing Workers' Compensation benefits except as provided in Article 27.06 below. **An** employee absent on Workers' Compensation for a period in excess of thirty (30) calendar days shall not accumulate sick leave entitlement or vacation credits during the period of absence.
- 27.03 Article 27.02 above shall not exclude a regular employee from sick leave benefits for periods of absence resulting from an accident which is non-compensable under the Workers' Compensation Act.
- 27.04 Regular employees shall not be entitled to a compensating day off in lieu of a Named Holiday from the Employer while receiving benefits from Workers' Compensation.
- 27.05 A regular employee absent from work and receiving Workers' Compensation benefits shall keep the Employer advised as to when she shall be expected back to work.
- 27.06 (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 continue to receive full salary at the basic rate of pay provided she assigns over to the Employer on proper forms the monies due to her &om the Workers' Compensation Board for time lost due to accident. A deduction of one-tenth (1/10) day shall be charged against sick leave credits for each day an employee is off work due to **an** accident within the meaning of the Workers' Compensation Act. Employees shall only receive full salary at the basic rate of pay to the extent that one-tenth (1/10) day can be deducted from accumulated sick leave credits.
- (b) **On** or after three (3) complete calendar months following the date of ratification of this Collective Agreement, 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 continue to receive full net take home pay. The WCB supplement paid by the Employer (i.e. top-up) shall be calculated at the basic rate of pay for regularly scheduled hours of work less any statutory or benefit deductions for each day absent due to such disability provided that all of the following conditions exist:
- (i) the employee assigns over to the Employer, on proper forms, the monies due to her from the WCB for time lost due to an accident; and

- (ii) the employee's accumulated sick leave credits **are** sufficient so that an amount proportionate to **the** WCB supplement paid by the Employer, but in any event not **less** than one-tenth (1/10) day and not greater than one-fifth (1/5th) day, can be charged against such sick leave credits for each day an employee is off work due to accident within **the** meaning of the WCB Act. In the event that a regular **part-time** employee **is** utilizing accumulated sick leave credits to access the WCB supplement paid by the Employer (**i.e.** top-up), such sick leave credits shall be deducted based **on** the employee's regularly scheduled hours of work; and
- (iii) the employee keeps the Employer **informed** regarding the status of her WCB claim and provides any medical or claim information that may be required by the Employer to determine the employee's ability to perform the work the Employer may have available
- (c) The parties recognize that **the** Employer may be required to reconcile payments to the employee with subsequent **assigned** payments from the WCB
- (d) **An** employee who **is** in receipt of Workers' Compensation Benefits and who is not **eligible** to receive the WCB Supplement pursuant to **Article 27 06(b)** shall **be** deemed to be on a leave of absence without pay

ARTICLE 28: HEALTH BENEFITS

- 28.01 When the enrollment and other requirements of the insurer(s) have been met, the Employer shall take steps to contract for and implement the following group plans:
- (a) Alberta Blue Cross Supplementary Health Benefits Plan; or equivalent,
 - (b) Alberta Blue Cross Dental Plan or equivalent, which provides for the reimbursement of eighty percent (80%) of eligible Basic Services; fifty percent (50%) of all eligible extensive services; and fifty percent (50%) of eligible Orthodontic Services, in accordance with the current Alberta Dental Association Fee Guide. A maximum annual reimbursement of fifteen hundred dollars (\$1,500) per insured person per benefit year shall apply to Extensive Services. Orthodontic Services shall be subject to a lifetime maximum reimbursement of fifteen hundred dollars (\$1,500) per insured person;
 - (c) Alberta Health Care Insurance Plan;
 - (d) The Alberta Healthcare Association Benefit Plan, or equivalent inclusive of
 - (i) Group Life Insurance
 - (ii) Accidental Death and Dismemberment
 - (iii) Long-Term Disability (income replacement during a qualifying disability equal to sixty percent (66 2/3%) of basic monthly earnings at the basic rate of pay to the established maximum following a one hundred and twenty (120) working day elimination period).
 - (e) At the Employers' option, a 'UIC SUB Plan' to supplement an eligible employee's Unemployment Insurance to meet the Employer's obligation to provide benefit payments to an employee during the valid health-related period for being absent from work due to pregnancy for which she has provided satisfactory medical proof
- 28.02 (a) The implementation and operation of the Provincial Health Authorities of Alberta Benefit Plan, hereinbefore referred to, shall, at all times, be subject to and governed by the terms and conditions outlined in both the Benefit Plan Information Brochure and the terms and conditions of the policies or contracts entered into with the underwriters of the Plans.
- (b) The Employer shall make available to all employees participating in these Plans. copies of information booklets of these Plans.

- 28.03 If premium rates for health care benefits change during the term of this Collective Agreement, the present premium cost share shall be amended to ensure the Employer's premium levy rate remains at the level of the 1994-95 fiscal year. The Employer shall adjust the cost share within thirty (30) calendar days of the premium rate change. In no event will the cost share be adjusted so the regular employee pays less than twenty-five percent (25%) or more than fifty percent (50%) of the premium cost.

Part-Time Employees

- 28.04 (a) Subject to the preceding provisions where it is anticipated that a part-time employee will work a minimum of twenty (20) hours per week, averaged over a calendar year she shall participate in the Health Benefits Plans.
- (b) All current employees and new hires, currently not on benefits, as of April 1, 1995, who transfer into a permanent position will be eligible for benefits if they work a minimum of twenty (20) hours per week, average over a calendar year.

ARTICLE 29: PENSION PLAN

- 29.01 Eligible employees shall participate in the Local Authorities Pension Plan.
- 29.02 The Employer shall make available to all eligible employees copies of the Local Authorities Pension Plan information booklets.

ARTICLE 30: LEAVES OF ABSENCE

30.01 **Applications**

Applications for leave of absence shall be submitted in writing to the Employer for approval. A false statement in an application for leave of absence or neglect in return at the end of the leave granted may result in dismissal of employment which shall be reported to the Union. Leave of absence shall be without pay and may be granted in case of serious illness or accident to the regular employee's immediate family or for any other reason which the Employer and regular employee agree upon, including extended vacations, marriage, education and professional or educational meetings. Permission for leave of absence will not be unfairly withheld and where permission is denied reasons will be given.

30.02 **Leave - Union Business**

Provided the efficiency of the Centre shall not in any case be disrupted, leave of absence without pay and without loss of seniority shall be granted by the Employer to regular employees elected or appointed to represent the Union at Union Conventions, Workshops, Seminars or Schools.

30.03 Representatives of the Union shall be granted time off without loss of seniority and without pay in order to participate in negotiations with the Employer.

- 30.04 (a) The Employer recognizes the right of a regular employee to participate in public affairs. Therefore, upon Written request, the Employer shall allow leave of absence without pay so that a regular employee may be a candidate in federal, provincial or municipal elections.
- (b) Regular employees who are elected to public office shall be allowed leave of absence without pay but with no loss of seniority during their term of office.
- (c) Regular employees who are elected or selected for a full-time position with the Union, or any body with which the Union is affiliated, shall be granted leave of absence without pay but with no loss of seniority for a period of one (1) year. Such leave shall be renewed each year, on request during their term of office.

30.05 **Maternity Leave**

- (a) A regular employee who has completed twelve (12) months continuous employment shall, upon her written request at least one (1) month in advance, be granted maternity leave to become effective twelve (12) weeks immediately preceding the expected date of delivery or such shorter period as may be requested by the employee, provided that she commences maternity leave not later than the date of delivery.

- (b) Maternity leave shall be without pay and benefits except for that portion of maternity leave during which the employee ~~has~~ has a valid health-related reason for being absent from work and is also in receipt of sick leave, UIC SUB Plan Benefits or LTD. Maternity Leave shall be without loss of seniority. The total period of maternity leave shall not exceed **nine** (9) months unless mutually agreed between the Employer and employee.
- (c) A regular employee on maternity leave shall provide the Employer with one (1) month's written notice of readiness to return to work at which time the Employer ~~will~~ will reinstate the regular employee in the same classification held by her immediately prior to taking maternity leave and at the same basic rate of pay.

30.06 **Adoption Leave**

A regular employee who has completed twelve (12) months' continuous employment, shall, upon written request, be granted leave without pay for up to six (**6**) months as necessary for the purpose of adopting a child and upon one (1) month's ~~written~~ written notice of intent to return to work, the regular employee shall be re-engaged in the same classification held by her immediately prior to taking adoption leave and at the same rate of pay.

30.07 **Court Appearance**

The Employer shall grant leave of absence without loss of **seniority** to a regular employee who serves as a juror or witness in any court. The Employer shall pay such a regular employee the difference between her normal earnings and the payment she receives for services as a juror or court witness, excluding payment for travelling, meals, or other expenses. The regular employee will present proof of service and the amount of pay received.

30.08 **Benefits**

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

- 30.09 When an employee is on leave of absence without pay and is receiving Long-Term Disability the Employer will continue to pay the Employer's share of Alberta Health Care premiums for a period not exceeding twenty four (**24**) months from the beginning of Long-Term Disability provided that the employee makes prior arrangements with the Employer for the payment of the employee's share of Alberta Health Care premiums. Failure **by** an employee to submit her portion of the premium cost share, will result in the Employer discontinuing premium payments for that employee.

ARTICLE 31: BEREAVEMENT

31.01 **An** employee **shall be** granted **three (3)** consecutive working days bereavement leave without loss of *salary*, providing that such leave **is** taken within a seven (7) consecutive day period, commencing with the date of death, in the event of the death of the following relatives of the employee:

- | | |
|--------------------------------------|-------------|
| spouse (including common-law spouse) | |
| son-in-law | child |
| daughter-in-law | parent |
| mother-in-law | brother |
| father-in-law | sister |
| brother-in-law | guardian |
| sister-in-law | grandparent |
| grandchild | |

31.02 Bereavement leave shall be extended by **up** to two (2) days if travel in excess of three hundred and *twenty-two (322)* kilometers from the **employee's** residence is necessary. To receive pay, the two additional days must be scheduled work days and fall within the same seven day calendar day period.

ARTICLE 32: UNIFORMS

- 32.01 The Employer **will furnish** and maintain (launder, alter and repair) without charge such uniforms which the Employer requires the employee to wear. These remain the property of the Employer and shall not be worn other than on duty. The nature, colour, and style of uniforms and the requirements of each group of employees in respect thereto shall be determined **by** the Employer.
- 32.02 The Employer recognizes that it is desirable for each employee who is required to change into a uniform to be provided a personal **locker** for storage of clothing and personal belongings.

ARTICLE 33: APPOINTMENTS, PROMOTIONS, TRANSFERS AND VACANCIES

- 33.01** In filling a new position or a vacancy, appointments shall be made on the basis of the qualifications and seniority of the applicants. The qualifications for the new position or vacancy shall be consistent with the responsibilities specified in the job description.
- 33.02** When a new position is created or when a vacancy occurs in any classification covered by this Collective Agreement, such position or vacancy shall be posted for seven (7) calendar days as a general posting throughout the organization, stating the responsibilities and qualifications, location (Department, Physical Plant), existing shift schedule and basic rate of pay for the position and to whom applications should be submitted. The union shall be notified of the selected employee with ten (10) calendar days of their appointment.
- 33.03** Requests for transfer or applications for vacancies shall be in writing according to the procedures established in the The Capital Care Group. Facilities will be provided to accept applications for posted positions at any time within the seven (7) calendar day posting period.
- 33.04** The following order for consideration of applicants shall apply
- (a) the regular employees who are covered by this Collective Agreement in the Department of the Centre where the vacancy exists or the new position is being created,
 - (b) next, the regular employees who are covered by this Collective Agreement in the same Department in other Centres of the Employer;
 - (c) next, the regular employees of the Employer who are covered by this Collective Agreement;
 - (d) next, the employees of the Employer who are covered by this Collective Agreement.
- 33.05** When a vacancy is posted and circumstances require the Employer to fill a vacancy before the expiration of the seven (7) calendar day posting period, or prior to the availability of a qualified applicant, the appointment shall be made on a temporary basis only. The Employer shall fill such vacant position on a permanent basis as soon as a qualified applicant becomes available.
- 33.06**
- (a) A copy of all postings shall be forwarded to the designated Officer of the Union, and when the appointment has been made, the designated Officer will be notified of the appointee's name and the Department concerned.
 - (b) Employees who are applicants for postings shall be informed in writing of their acceptance or rejection within seven (7) calendar days of the date of appointment.

- 33.07 A regular employee who is the successful applicant of a posting shall be considered on a trial period in her **new** position for three hundred and ten (310) hours worked following the date of appointment. During this trial period the employee may choose to return or the Employer may direct the regular employee to return to her former position and basic rate of pay without loss of seniority. When an employee chooses to vacate the position prior to the expiry of the trial period or when the employer directs the employee to return to their prior position during the trial period, the resultant vacancy shall be reposted in accordance with Article 33.
- 33.08 (a) When the Employer designates a regular employee to substitute on a position in a classification with a greater end rate and such assignment is for at least two (2) hours in any one (1) shift, she shall be paid, in accordance with Article 14.03 for the **full** period of time she is substituting in the higher paid classification. ~~For~~ the purpose of this sub-clause payment(s) of this premium shall be calculated based on current basic rates of pay identified in the Salaries Appendix.
- (b) When the Employer designates a regular employee to temporarily substitute on a position in a classification with a lesser end rate, she shall continue to receive her previous basic rate of pay for the **full** period of time she is substituting in the lower paid classification.
- (c) When a regular employee agrees to substitute on another position outside of this Collective Agreement, the regular employee will receive, in addition to her basic rate of pay, an amount commensurate with the additional responsibilities.

ARTICLE 34: DISCIPLINE, DISMISSAL & RESIGNATION

- 34.01
- (a) Except for the dismissal of an employee serving a probation period, there shall be no discipline or dismissal except for just cause.
 - (b) Copies of all disciplinary notices shall be forwarded to the Union. Regular employees shall be given the opportunity to sign disciplinary notices as having been read.
 - (c) **An** employee shall have the right to have a Shop Steward or Local Union Officer present at the discussion of the written disciplinary notice with the Employer.
 - (d) None of the provisions of this Article shall prevent immediate suspension or dismissal for just cause, subject to the grievance procedure.

34.02 **Abandonment**

A regular employee absent for three (3) days without notifying their supervisor or designate shall be considered to have vacated her position **unless**, in the opinion of the Employer, such notification was not possible.

- 34.03 Upon service of at least one (1) day's notice an employee shall have the right to view her personnel file once each year or when the employee has filed a grievance. An employee shall be given a copy of the contents of her personnel file provided that she first pays to the Employer, a fee to cover the cost of the copying, such fee to be determined by the Employer.

34.04 **Resignation**

Fourteen (14) calendar days' notice in writing, shall be given by a regular employee resigning from the employ of the Employer.

ARTICLE 35: SENIORITY

- 35.01 (a) "Seniority", except where otherwise provided in this Collective Agreement, shall mean the length of continuous employment with the Employer from the last date of hire and *shall* continue to accrue during periods of lay-off as specified in Article 35.02 and authorized leave of absence.
- (b) Seniority shall not apply during the probationary period; however once the probationary period has been completed, seniority shall be credited from the seniority date established pursuant to Article 35.01(a).
- 35.02 Seniority shall be considered broken, **all rights** forfeited and there shall be **no** obligation to rehire when:
- (a) the employment relationship is terminated by either the Employer or the regular employee,
- (b) twenty-four (24) months has expired following lay-offs, during which time the regular employee has not been recalled to work;
- (c) a regular employee does not return to work on recall
- 35.03 **An** up to date seniority list shall be sent to the Union in **January** of each year and when any regular employee is served notice of layoff and such **List** shall indicate each employee's classification.
- 35.04 When a Relief Employee achieves a regular position in accordance with Article 33, seniority shall be established from the employee's date of hire as a Relief Employee in accordance with Article 35.01.

ARTICLE 36: LAYOFF AND RECALL PROCEDURE

- 36.01 In the event that the number of regular employees are to be reduced within a classification and department, the regular employee(s) with the least seniority within the classification and department shall be the first regular employee(s) removed from such classification.
- 36.02 Prior to implementation of the provisions of this Article the Employer will meet with the Union to inform the Union of the Employer's intentions.
- 36.03 For the purpose of this Article, "paygrade" shall mean classifications with the same maximum rate of pay.
- 36.04 **Full-Time Employees: Layoff and Displacement Procedures**
- (a) If a regular full-time employee receives a position elimination notice in accordance within Article 36.01 or receives a displacement notice, such employee, may within 24 hours and in consultation with the Employer;
 - i) choose a position from among the available vacant full-time positions in the same, equal or lower classification identified by the Employer, for which the employee has the required qualifications to perform the duties of the position.
 - ii) An employee who chooses not to accept a placement in a vacant full-time position within the same classification and Centre shall not be eligible to displace another employee and shall be laid off.
 - (b) If a vacancy does not exist within the Employee's classification, or the employee does not accept another vacancy outside of their classification, the employee shall, within 24 hours and in consultation with the Employer, exercise one of the following options:
 - i) displace the least senior full-time employee in the same classification which the employee has the required qualifications to perform the duties of the position; or
 - ii) Displace the least senior full-time employee in an equal or lower classification identified by the Employer, for which the employee has the required qualification to perform the duties of the position.

- iii) displace a junior part time employee in the same, equal or lower classification for which the employee has the qualifications to perform the duties of the position. The Employer shall determine which employee is displaced. The Employer will attempt to place the employee in the largest full-time equivalency available.
 - iv) **An** employee who chooses not to displace in accordance with clause 36.04(b) shall be laid off.
- (c) Where more than one full-time position is eliminated within a classification, the number of full-time employees to be eliminated shall be identified to the Union and in accordance with Article 36.02. The provisions of 36.04(a) and 36.04(b) shall then be exercised in order of seniority.

36.05 Part-time Employees: Layoff and Displacement Procedures

- (a) If a regular part-time employee receives a position elimination notice in accordance with Article 36.01 or receives a displacement notice, such employee may, within 24 hours and in consultation with the Employer:
 - i) choose a position from among the available vacant part-time positions in the same, equal or lower classification with an equal or a lesser full-time equivalency, identified by the Employer for which the employee has the required qualifications to perform the duties of the position.
 - ii) **An** employee who chooses not to accept a placement in a vacant part-time position within the same classification and Centre with an equal full-time equivalency shall not be eligible to displace another employee and shall be laid off.
- (b) If a vacancy does **not** exist within the employee's classification, the employee shall, within 24 hours and in consultation with the Employer, exercise one of the following options:
 - i) displace the least senior part-time employee with an equal full-time equivalency in the same classification for which the employee has the required qualifications to perform the duties of the position; or
 - ii) displace a junior part-time employee in the same, equal or lower classification for which the employee has the required qualifications to perform the duties of the position. The Employer shall determine which employee is displaced. The Employer will consider the employee's former full time equivalency when determining the displacement.

- iii) **An** employee who chooses not to displace in accordance with clause 35.05(b) shall be laid off.
 - (c) Where more than one part-time position is eliminated within a classification, the number of part-time employees to be displaced shall be identified to the Union in accordance with Article 36.02. The provisions of 36.05(a) and (b) shall then be exercised in order of seniority.
- 36.06 **An** Employee whose position is eliminated or is displaced will be provided with a list of the available vacancies at the Centre.

36.07 Notice Provisions

- (a) The employer shall notify regular employees to be re-assigned or laid off in accordance with Articles 36.01, 36.04 and 36.05 at least twenty-one (21) calendar days before the layoff or re-assignment is to be effective. If the employee who has received layoff notice is not provided with an opportunity to work during the notice period, such employee shall be paid an amount equal to the wages the employee would have earned, had she worked her regular hours of work in the twenty-one(21) calendar day period. If such employee is assigned duties other than those normally connected with the classification in question during the notice period, the employee shall not be paid less than the amount of wages she would have been entitled to receive had such employee not been provided with an opportunity to work during the notice period.
- (b) Notice of re-assignment or layoff shall be in writing and shall be served either in person or by double registered letter directed to the employee's last known address. Re-assignment or layoff notices served by double registered letter shall be considered served effective the date of registration with the postal services **or**, if served in person shall be considered served effective the date of receipt by the employee.
- (c) The Union shall be notified of layoffs, displacements and re-assignments **as** they occur.
- (d) An employee who receives reassignment notice and who does wish to accept the re-assignment. shall have a maximum of twenty-four (24) hours from the receipt of such notice to provide the Employer with written notice of her acceptance of the re-assignment.

- (e) In the event that an employee refuses a re-assignment, and if such refusal causes a vacant position or positions to exist, then the Employer shall have the right to choose to fill such vacancies by any of the following methods:
 - i) rescinding layoff or re-assignment notices to other employees; and/or
 - ii) offering such vacancy to another employee who is displaced or removed from a position due to implementation of the layoff procedures; and/or
 - iii) posting the vacancy in accordance with the provision of Article 33.

36.08 Recalls

- (a) Subject to the provisions of Article 35.02, a regular full-time employee who has been laid off from employment shall be eligible to be recalled to a full-time position within the same classification if a vacancy occurs, provided that no other regular employee is on layoff who has the qualifications for such position and who has greater seniority than such employee.
- (b) Subject to the provisions of the Article 35.02, a regular part-time employee who has been laid off from employment shall be recalled to her former part-time position or a part-time position with the equivalent FTE, within the same classification, if a vacancy occurs, provided that no other regular employee is on layoff *who* has the qualifications for such position and who has greater seniority than such employee.
- (c) Positions may be posted. Employees may accept a position as an interim measure to provide some level of employment. An employee who successfully applies for an interim position shall retain all recall rights to her former position or an equivalent position with the equivalent FTE within the **Same** classification based on qualification and seniority. Recall rights shall be extinguished when:
 - i) the employee is recalled to the former position in accordance with Article 36.07 or:
 - ii) the employee applies on a posted position and is successful in accordance with Article 33 and the employee provides to the employer, in writing, that her recall right has been satisfied; or
 - iii) 24 months following the date the employee was first placed on layoff.

- (d) The method of recall shall be by telephone and, if such is not possible, by double registered letter sent to the employee's last known place of residence. The employee so notified shall return to work not later than seven (7) calendar days following the date of registration of the double registered letter with the **postal** services or a later date which may be specified by the Employer. An employee may request a later return date.
- (e) The Union shall be notified of recalls as they occur.
- (f) In the event that there is a conflict between the provisions of Article 36.07 "Recalls" and Articles 36.04 or 36.05, the provisions of Articles 36.04 and 36.05 shall prevail.

36.09 Relief Assignment During Layoff

- (a) In the event that a regular employee on layoff accepts an offer to work as a relief or temporary employee, such employee shall be governed by the Collective Agreement provisions applicable to Relief and Temporary Employees, however, such employee's recall status **and** seniority standing upon recall shall not be affected by the period of relief or temporary employment.
- 36.10 A regular employee who is laid off may make prior arrangements to pay the full premiums of any applicable benefit plans to assure continuation of such protection if so desired. Such arrangements shall continue so long as the **regular** employee has **rights** to recall. Failure by the regular employee to submit the premium payments will result in the Employer discontinuing premium payments for that employee.
- 36.11 The operation of Article 36 shall not be construed as a violation of Article 16 and 33

ARTICLE 37: RELIEF AND TEMPORARY EMPLOYEES

- 37.01 Except ~~as~~ specifically provided hereinafter, the provisions of this Collective Agreement shall not apply to Relief and Temporary Employees.
- 37.02 Relief and Temporary employees required to work on a Named Holiday shall be paid at one and one-half times (1 1/2X) their basic rate of pay for all hours worked on the Named Holiday.
- 37.03 Relief and Temporary employees shall be paid four decimal two percent (**4.2%**) of their earnings at the basic rate of pay and of their vacation pay in lieu of Named Holidays.
- 37.04 Relief and Temporary employees shall be paid in addition to their earnings at the basic rate of pay:
- (a) six percent (**6%**) of their earnings at the basic rate of pay during the first and subsequent employment years; or
 - (b) eight percent (8%) of their earnings at the basic rate of pay during the fourth and subsequent employment years if applicable;
- in lieu of vacation
- 37.05 Relief employees shall be allowed:
- (a) twenty-one (21) calendar days off without pay for their vacation after one (1) year of employment; or
 - (b) twenty-eight (**28**) calendar days off without pay for their vacation after four (**4**) years of employment, if applicable.
- 37.06 **Reporting Pay**
- In the event that a Relief or Temporary employee is required by the Employer to report to work and is then not permitted to commence work or is required to return to duty at a later hour, she shall be compensated by receiving three (3) hours pay at the basic rate of pay.
- 37.07 **Benefits**
- Relief and Temporary employees are not entitled to participate in the Health Benefits Plan

- 37.08 (a) A Relief or Temporary employee who has completed her shift and is called back and required to return to work shall be reimbursed for reasonable, necessary and substantiated transportation expenses and, if the employee travels for such purpose by private automobile, reimbursement shall be at the rate of twenty-eight cents (28¢) per kilometer from the employee's residence to the Centre and return provided the return is prior to the commencement of her next shift.
- (b) A Relief or Temporary employee who normally travels from the Centre to her place of residence by means of public transportation following the completion of her duty shift but who is prevented from doing so by being required to remain on duty longer than her regular shift and past the time when normal public transportation is available, shall be reimbursed for the cost of reasonable, necessary and substantiated transportation expenses from the Centre to her place of residence.
- 37.09 (a) The Employer shall determine when overtime is necessary and for what period of time it is required:
- (i) all authorized overtime worked in excess of and in conjunction with seven and three-quarter (7 3/4) hours per day shall be paid at the rate of one and one-half times (1 1/2X) the basic rate of pay for the first four (4) hours and two times (2X) the basic rate of pay thereafter; or
- (ii) all overtime worked in excess of seventy-seven and one-half (77 1/2) hours in a fourteen (14) calendar day period shall be paid at one and one-half times (1 1/2X) the basic rate of pay.
- (b) Failure to provide at least fifteen and one-half (15 1/2) hours rest between scheduled shifts shall result in payment of overtime at established rates for any hours worked during normal rest periods unless the Employer and the Union have mutually agreed to optional scheduling provisions that provide for less than fifteen and one-half (15 1/2) hours rest between scheduled shifts.
- (c) (i) On-call duty shall mean any period during which a Relief or Temporary employee is not working but during which the employee is required by the Employer to be readily available to respond without undue delay to any request to report to work.
- (ii) For each assigned hour of authorized on-call duty, a Relief or Temporary employee shall be paid the sum of one dollar and twenty-five cents (\$1.25) per hour except that on Named Holidays she shall be paid the sum of one dollar and fifty cents (\$1.50) per hour. A Named Holiday shall run from 0001 hours on the Named Holiday to 2400 hours of the same day.

- (iii) A Relief or Temporary employee who is called back to **work** during the on-call period shall not be paid for those hours worked during the on-call period in accordance with Article 37.09(c)(ii), but shall be paid for the hours worked during the on-call period in accordance with the call-back provision of Article 37.15.
 - (iv) When an employee is supplied a pocket pager by the Employer for the purpose of **On-Call** Duty, there shall be no cost to the employee for the **use** of the pocket pager.
 - (d) When a Relief or Temporary employee is regularly scheduled, she shall not be required to lay-off during a regularly scheduled shift to equalize any overtime previously worked.
- 37.10 Relief and Temporary employees will be entitled to time off without pay in lieu of bereavement leave pursuant to Article 31 of this Collective Agreement.
- 37.11 Relief and Temporary employees do not accumulate seniority except as provided in Article 35.04.
- 37.12 **Workers'** Compensation Board coverage will be provided for Relief and Temporary employees.
- 37.13 A Relief or Temporary employee who has initiated a grievance shall have access to review her personnel **file** upon service of at ~~least~~ one (1) day's notice.
- 37.14 The provisions of Articles 1, 2, 3, 4, 5, 6, 7, 8, 9, 11, 12, 14, 15, 20, 21, 22, 32 and 33.04(d) and 35.04 **shall** apply to Relief and Temporary employees.

37.15 Reporting Pay

A Temporary or Relief employee **who** is employed in a regularly scheduled full-time or part-time capacity and who is called back and required to **return** to work outside of her regular hours shall be paid for any one (1) call at either:

- (a) the overtime rate **as** specified in Article 37.09(a);
- (b) three (3) hours at the basic rate of pay

whichever **is** greater

- 37.16 The provisions of Article 16.01 through 16.04, and 16.07 apply to Relief and Temporary employees employed in a regularly scheduled full time or part-time capacity and:
- (a) the provisions of Article 16.05 apply to Relief and Temporary employees who are employed in a regularly scheduled full-time capacity.
 - (b) the provisions of Article 16.06 apply to Relief and Temporary employees who are employed in a regularly scheduled part-time capacity.
- 37.17 Relief employees shall be permitted one (1) rest period of ~~five~~ **fifteen** (15) minutes during each period of 3.875 hours of work, the time which shall ~~be~~ scheduled by the Employer. Rest periods will not be scheduled in conjunction with ~~meal~~ periods, starting times, quitting times, or taken together except by ~~mutual~~ agreement of the employee and the Employer. Relief Power Engineers may be required to take their rest periods in the Power Plant in order to comply with the operation and supervision requirements of the Boiler's and Pressure Vessels Act.
- 37.18 Temporary employees shall be on probation for the first three hundred twenty-five (325) hours worked. If such employee is determined by the Employer to be unsatisfactory, she may be dismissed at any time during the probation period without notice.

ARTICLE 38: COPIES OF COLLECTIVE AGREEMENT

- 38.01 Within sixty (60) days of the signing of this Collective Agreement the Employer shall provide the employee with a copy.
- 38.02 The Employer shall provide a copy of the Collective Agreement to each new employee upon appointment.
- 38.03 The Agreement shall be printed in pocket size form and the costs shall be shared equally between the parties.

The undersigned hereby certify that the foregoing Collective Agreement sets forth properly the terms and conditions agreed upon in negotiations. In witness whereof, the Parties hereto have caused these presents to be executed by their duly authorized officers in that behalf the day and year written.

On behalf of the EMPLOYER

On behalf of the CANADIAN UNION OF
PUBLIC EMPLOYEES, LOCAL 1158

James L. ...
.....
Richard ...
.....
Robert ...
.....
John ...
.....

Jim Lussien
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John ...
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John ...
.....
John ...
.....

DATE: *DEC 19, 1995*

DATE: *DEC 19, 1995*

LETTER OF UNDERSTANDING #1

BETWEEN

THE CAPITAL CARE GROUP
(hereinafter referred to as the "Employer")

• and •

THE CANADIAN UNION OF PUBLIC EMPLOYEES, LOCAL 1158
(hereinafter referred to as the "Union")

ARTICLE 25: NAMED HOLIDAYS

In the event the Provincial Government of Alberta removes "Alberta Family Day" from the list of general holidays in the Employment Standards Code, the Parties agree that Article 25.01 of this agreement shall be amended to read:

25.01 Any reference to Named Holidays in this Agreement applies to the following days:

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

and all general holidays proclaimed to be a statutory holiday by any ~~of~~ the following levels of Governmental authority:

- (a) The Municipal Government in which the institution is located;
- (b) The Province of Alberta; or
- (c) The Government of Canada

provided the August Civic Holiday shall be considered a Named Holiday only if the Municipality declares it to be ~~so~~

It is the intention of the Parties that there will be ten (10) **Named** Holidays within this Collective Agreement. This Letter of Understanding shall be in force and effect in accordance with Article 1.01 of this Collective Agreement.

ON BEHALF OF THE EMPLOYER

Michael
Smith
Blair
Blomquist

DATE: *DEC 19, 1995*

ON BEHALF OF THE UNION

Jim Lugin
Edward E. Pate
Subling

DATE: *DEC 19, 1995*

LETTER OF UNDERSTANDING#2

BETWEEN

THE CAPITAL CARE GROUP
(hereinafter referred to as the "Employer")

- and -

THE CANADIAN UNION OF PUBLIC EMPLOYEES, LOCAL 1158
(hereinafter referred to as the "Union")

ARTICLE 27: WORKERS' COMPENSATION

In the event the Federal Government changes the non-taxable status of Workers' Compensation payments, the Parties agree the following clause will be reinstated into the Collective Agreement:

- 27.06 (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 continue to receive full **salary** at the basic rate of pay provided she assigns over to the Employer on proper forms the monies due to her from the Workers' Compensation Board for time lost due to accident. A deduction of one-tenth (1/10th) day shall be charged against sick leave credits for each day **an** employee is **off** work due to **an** accident within the meaning of the Workers' Compensation Act. Employees shall only receive full **salary** at the basic rate of pay to the extent that one-tenth (1/10th) day can be deducted from accumulated sick leave credits.
- (b) On or **after** three (3) complete calendar months following the date of ratification of this Collective Agreement, an employee who is incapacitated and unable to work as a result of an accident sustained while on duty in the services of the Employer within the meaning of the Workers Compensation Act shall continue to receive **full net take** home pay. The WCB supplement paid by the Employer (i.e. top-up) shall be calculated at the basic rate of pay for regularly scheduled hours of **work** less any statutory or benefit deductions for each day absent due to such disability provided that **all** of the following conditions exist:
- (i) the employee assigns over to the Employer, on proper forms, the monies due to her from the WCB for time lost due to an accident; and

- (ii) the employee's accumulated sick leave credits are sufficient so that an amount proportionate to the WCB supplement paid by the Employer, but in any event not **less** than one-tenth (1/10th) day and not greater than one-fifth (1/5th) day, can be charged against such sick leave credits for each day an employee **is** off work due to accident within the meaning of the WCB Act. In the event that a regular part-time employee is utilizing accumulated sick leave credits to access the WCB supplement paid by the Employer (i.e. top-up), such sick leave credits shall be deducted based on the employee's regularly scheduled hours of work; and
- (iii) the employee keeps the employer informed regarding the status of her WCB claim and provides any medical or claim information that may be required by the Employer to determine the employee's ability to perform the work the Employer may have available.
- (c) Subject to the provisions of Article 14.05, the Parties recognize that the Employer may be required to reconcile payments to the employee with subsequent assigned payments from the WCB.
- (d) An employee who is in receipt of Workers' Compensation **Benefits** and who is not eligible to receive the WCB Supplement pursuant to Article 27.06(b) shall be deemed to be on a leave of absence without pay.

ON BEHALF OF THE EMPLOYER

[Handwritten signatures]
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DATE: *DEC 19, 1995*

ON BEHALF OF THE UNION

[Handwritten signatures]
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.....

DATE: *DEC 19, 1995*

LETTER OF UNDERSTANDING #3

BETWEEN

THE CAPITAL **CARE** GROUP
(hereinafter referred to as the "Employer")

• and •

THE CANADIAN UNION OF PUBLIC EMPLOYEES, LOCAL 1158
(hereinafter referred to as the "Union")

ARTICLE 27.06(b): WORKERS' COMPENSATION

The parties hereby agree that the one-fifth (1/5th) day limitation to the maximum deduction from accumulated sick leave credits for each day an employee is off work due to accident within the meaning of the WCB Act identified in this sub-clause shall be subject to re-negotiation if:

- (a) the WCB Act is amended in a manner that a higher maximum deduction is required; or
- (b) the maximum insurable earnings is amended in a manner that a higher maximum deduction is required; or
- (c) the basic rates of pay for regular employees covered by this Collective Agreement are great enough to warrant a higher maximum deduction; or
- (d) a higher maximum deduction is required for a reason other than those identified above.

The parties shall meet to re-negotiate the higher maximum deduction within ~~thirty~~ (30) calendar days of becoming aware of the event giving rise to the need for the higher maximum deduction. If a satisfactory conclusion to such negotiations is not reached within ~~sixty~~ (60) calendar days from the date ~~that~~ the parties served/received notice to re-negotiate the higher maximum deduction the matter shall be referred to Arbitration in accordance with Article 12.02, Step V • Arbitration.

ON BEHALF OF THE EMPLOYER

John Hill
Michael
Blaise
Y. Depoche

DATE: *DEC 19, 1995*

ON BEHALF OF THE UNION

Jim Lugsdin
Guille Yatis
Steve Young

DATE: *DEC 19, 1995*

LETTER OF UNDERSTANDING #4

BETWEEN

THE CAPITAL CARE GROUP
(hereinafter referred to as the "Employer")

• and •

THE CANADIAN UNION OF PUBLIC EMPLOYEES, LOCAL 1158
(hereinafter referred to as the "Union")

ARTICLE 35: SENIORITY

Within *sixty* days from the date of ratification, the Employer will arrange a meeting between Parties and The Canadian Health Care Guild to enter into discussions regarding the transfer of seniority between the ~~two~~ bargaining units of The Capital Care Group.

In the event the Parties can not reach a satisfactory agreement with the Canadian Health Care Guild, the Parties agree that Article 35.01 of this agreement shall be amended to read:

Article 35.01

- a) "Seniority", except where otherwise provided in this Collective Agreement, shall mean the length of continuous employment with the Employer from the last date of hire and shall continue to **accrue** during periods of lay-off as specified in Article 35.02 and authorized leave of absence, excluding any period(s) of service in another bargaining unit of The Capital Care Group.

- b) Seniority **shall** not apply during **the** probationary period, however once the probationary period has been completed, **seniority** shall be credited from the seniority date established to Article 35.01(a).

ON BEHALF OF THE EMPLOYER

J. M. Hill
Mitchell
Street
Alameda

DATE: *DEC 19 1995*

ON BEHALF OF THE UNION

Jim Lugaderi
Yvette Yates
Shirley Long

DATE: *DEC 19 1995*

LETTER OF UNDERSTANDING#5

BETWEEN

THE CAPITAL CARE GROUP
(hereinafter referred to as the "Employer")

• and •

THE CANADIAN UNION OF PUBLIC EMPLOYEES, LOCAL 1158
(hereinafter referred to as the "Union")

ARTICLE 36: SUBCONTRACTING

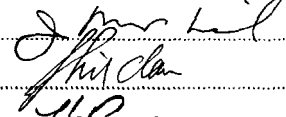
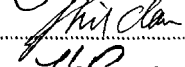
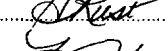

The Parties agree there will be no sub-contracting of bargaining unit work of the Food Services Group at the following sites.

- Capital Care Dickinsfield (includes Alzheimer Centre)
- Capital Care Grandview
- Capital Care Lynnwood
- Capital Care Norwood
- Mewburn Veteran's Centre

Further, the Parties agree there will be no other subcontracting of the **work** currently done within the Bargaining Unit.

This Letter of Understanding will expire on March 31, 1997

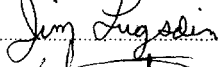
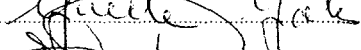
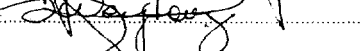
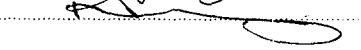
ON BEHALF OF THE EMPLOYER


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DATE:

DEC 19, 1995

ON BEHALF OF THE UNION


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DATE

DEC 19, 1995

LETTER OF UNDERSTANDING #6

BETWEEN

THE CAPITAL CARE GROUP
(hereinafter referred to as the "Employer")

- and -

THE CANADIAN UNION OF PUBLIC EMPLOYEES, LOCAL 1158
(hereinafter referred to as the "Union")

ARTICLE 36.06: LAYOFF

The ~~Parties~~ agree when an employee has been given notice of layoff in accordance with the notice provisions of clause 36.06, and the employee is actively **seeking** replacement employment, the Employer will grant the employee reasonable time ~~off~~ without loss of pay for the purpose of attending an employment interview on the following conditions:

1. There **is** not more than four (4) hours lost time per job interview; and
2. The employee provides the Employer with written confirmation that the employee attended the **job** interview.

ON BEHALF OF THE EMPLOYER

[Handwritten signatures for Employer]

ON BEHALF OF THE UNION

[Handwritten signatures for Union]

DATE: DEC 19, 1995

DATE: DEC 19, 1995

LETTER OF UNDERSTANDING #7

BETWEEN

THE CAPITAL CARE GROUP
(hereinafter referred to as the "Employer")

- and -

THE CANADIAN UNION OF PUBLIC EMPLOYEES, LOCAL 1158
(hereinafter referred to as the "Union")

RE: COST SHARE OF HEALTH BENEFITS

The Parties agree that for the period between the expiry of paid sick leave and Long Term Disability benefits employees will be permitted to continue to cost share all Health Benefits in accordance with Article 28.04 of the Collective Agreement.

This letter of understanding expires March 31, 1997

ON BEHALF OF THE EMPLOYER

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DATE:

DEC 19, 1995

ON BEHALF OF THE UNION

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DATE:

DEC 19, 1995

LETTER OF UNDERSTANDING #8

BETWEEN

THE CAPITAL CARE GROUP
(hereinafter referred to as the "Employer")

- and -

THE CANADIAN UNION OF PUBLIC EMPLOYEES, LOCAL 1158
(hereinafter referred to as the "Union")

RE: SALARY RATES FOR ADDITIONAL HOURS

In conjunction with Article 16.06(f) the following outlines the rate of pay for regular part-time employees who accept additional hours.

Regular part-time employees working additional hours in a different classification within their own department.

The employee will be paid at the same step that they are currently at in the new classification.

Example: Food Services Aide at Step 2 of the Food Services Aide scale. If she works additional hours as a Food Service Attendant, she will be paid at Step 2 of the Food Services Attendant scale.

Regular part-time employees working additional hours in a different classification outside of their own department.

The employee will be paid at Step 1 of the new classification.

Example: Food Services Aide at Step 4 of the Food Services Aide scale. If she works additional hours as a Rehabilitation Attendant, she will be paid at Step 1 of the Rehabilitation Attendant scale.

This letter of understanding only applies to those employees who are working additional shifts over and above their regularly scheduled shifts. For those employees who transfer on a temporary or permanent basis to another position which is in a different classification, the language as set out in Article 14.03 shall apply.

ON BEHALF OF THE EMPLOYER

J
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W. Rest
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J. Monadic
.....

DATE:

DEC 19, 1995

ON BEHALF OF THE UNION

Jim Lugadin
.....
Jeffrey J. Jate
.....
Jeffrey J. Jate
.....

DATE:

DEC 19, 1995

LETTER OF UNDERSTANDING #9

BETWEEN

THE CAPITAL CARE GROUP
(hereinafter referred to as the "Employer")

- and -

THE CANADIAN UNION OF PUBLIC EMPLOYEES, LOCAL 1158
(hereinafter referred to as the "**Union**")

RE: ALZHEIMER CARE CENTRE EMPLOYEES

The Parties agree that all employees employed at the Alzheimer Care Centre who are regularly scheduled for point **nine six seven** (.967) or greater full-time equivalencies will be granted the following:

1. Employees will be granted Named Holidays based on the provisions granted to full-time Employees in the Collective Agreement.
2. Employees **will** be granted Vacation based on the provisions granted to full-time Employees in the Collective Agreement (that is "x" number of working days **off**, **as** opposed to vacation pay based on **a** percentage of hours worked).
3. Employees will be considered to be full-time Employees when invoking the Lay-off/Recall Procedure.
4. Employees shall accrue and be granted Sick Leave **based** on the provisions granted to full-time Employees in the Collective Agreement.

The provisions of this Letter of Understanding will remain in force and effect until such time as it has been amended or rescinded by mutual agreement of the parties, or until the signing of a new Collective Agreement, at which time the matter will be re-visited.

ON BEHALF OF THE EMPLOYER

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DATE: *DEC 19, 1995*

ON BEHALF OF THE UNION

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DATE: *DEC 19, 1995*

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