

SOURCE	Union		
REG.	97	04	01
DATE	99	03	31
No. OF EMPLOYEES	860		
NUMBRE D'EMPLOYÉS	2N		

MEMORANDUM OF AGREEMENT

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")

The undersigned hereby certify the attached sets forth the changes to terms and conditions agreed upon by the Employer and the Union through the process of collective bargaining. All other articles remain as set out in the Collective Agreement expiring March 31, 1997.

It is understood this Memorandum of Agreement is subject to ratification by both parties prior to March 10, 1997.

Both parties agree to recommend this Memorandum of Agreement to their respective principals for ratification. It is understood that non-acceptance of the contents of the Memorandum of Agreement by either of the parties shall nullify the positions established herein.

ON BEHALF OF THE EMPLOYER

[Handwritten signature]

[Handwritten signature]

[Handwritten signature]

ON BEHALF OF THE UNION

[Handwritten signature]

[Handwritten signature]

[Handwritten signature]

DATE:

March 6, 1997


DATE:

6 March, 1997

APR 22 1997

10306(02)

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, 1999, 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.

c. Mar. 99

SS
ADM

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.

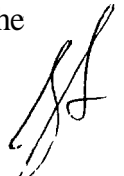
Step I

- (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.

6 Mar 97

ADM 

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 Chief Executive Officer or designate, within seven (7) days of receipt of the decision of the Employer under Step III, and the Chief Executive Officer 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 Chief Executive Officer 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.

6 Mar 197

ADM 1



- (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 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 All employees must be enrolled on Direct Deposit ~~as~~ a condition of employment.

6 Mar 1977

ADVI [Signature]

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 1/2~~X~~) 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**;

6 Mar 1977

AM

- (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.

[Handwritten signature]

//

- (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.

6 11 2021

10/11/21 [Signature]

16.08 Camp Allowance

For each twenty-four (24) hour period spent in a camp setting, a *thirty* dollar (\$30.00) camp allowance shall be paid to participating employees. In the event that an employee is incapacitated ~~as~~ result of an accident sustained in the discharge of her duties while participating in this program, it is understood that the provisions of Article 27 shall apply.

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 any overtime worked previously.
- 17.04 Overtime shall be shared ~~as~~ equally as possible amongst regular 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 regular 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 regular 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.

10 Mar 197

AMM



ARTICLE 21: SHIFT PREMIUM

- 21.01 A shift premium of one dollar (\$1.00) per hour shall be paid to Nursing Attendants, Rehabilitation Attendants and Care Housing Attendants working a **shift** where the majority of such **shift** falls within the period of fifteen hundred (1500) hours to zero seven hundred (0700) hours.
- 21.02 A shift premium of twenty five (.25) cents per hour will be paid to all other Employees working a **shift** whereby the major portion of such shift is worked between eighteen hundred (1800) hours and zero seven hundred (0700) hours.
- 21.03 The specified shift premium shall be paid in addition to the overtime rate for overtime worked in conjunction with a regular shift of seven ($7\frac{3}{4}$) hours provided at least four (**4**) hours of the overtime worked occurs between 1800 hours and 0700 hours.
- 21.04 All premiums paid under this article shall not be considered **as** part of the Employee's basic rate of pay.

6 March 1977

RAM

ARTICLE 22: WEEKEND PREMI

- 22.01 A weekend premium of fifty (.50) cents per hour shall be paid, in addition to shift premium, if applicable to Nursing Attendants, Rehabilitation Attendants and Care Housing Attendants working a shift wherein the majority of such shift falls during a sixty four (64) hour period commencing at fifteen hundred (1500) hours on a Friday.
- 22.02 A weekend premium of twenty five (.25) cents per hour shall be paid, in addition to shift premium, if applicable, to all other Employees working a shift wherein the majority of such shift falls during a forty-eight (**48**) hour period commencing at twenty-three hundred (2300) hours on a Friday.
- 22.03 Weekend premiums will apply for all overtime hours worked, depending upon the classification in accordance with either 22.01 or 22.02 above, in conjunction **with** a regular shift of seven and three quarter ($7\frac{3}{4}$) hours provided at least four (**4**) hours of the overtime worked occurs during a forty-eight (**48**) hour period commencing at twenty-three hundred (2300) hours on a Friday.
- 22.04 All premiums payable under this article shall not be considered as part of the Employee's basic rate of pay.

6 Mar 1977

AM

ARTICLE 23: 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(d)** and **16.06(e)**.

6 Mar 1977

AMJ 

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 two (2) additional days 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.

6 March 1971

ADM



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 1/2X) 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.

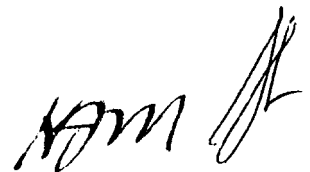
6 Mar 1977

KRM

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 calendar year, the first shift of any subsequent incident(s) of illness will be unpaid.
- 26.05 When **an** employee requires medical or dental 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.

6 Mar 197



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.

[Handwritten signature]

[Handwritten signature]

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.

6 Mar 1977



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. **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 receive an amount equal to that received by the Employer from the Worker's Compensation Board provided that:
- (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 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.
- (b) The parties recognize that the Employer may be required to reconcile payments to the employee with subsequent assigned payments from the WCB.
- (c) **An** employee who is in receipt of Workers' Compensation Benefits shall be deemed to be on a leave of absence without pay.
- (d) The Employer and Employee shall continue their portion of the health benefits cost share during such leave of absence in accordance with Article 28.03.

6 Mar 1977



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.

6/2/2017

AMH

28.03 The Employer shall then implement these plans with **the** premium costs being shared seventy five percent (75%) by the Employer and twenty-five (25%) by the regular employee.

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.

6 Mar 1997

A handwritten signature in black ink, appearing to be "AM" followed by a stylized flourish.

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.

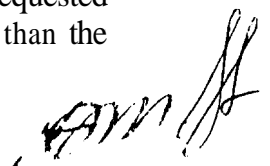
(b) Regular employees who are elected to public office shall be allowed leave of absence without pay but with no loss of seniority during their term of office.

(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.

6 Mar 1977



- (b) Maternity leave shall be without pay and benefits except for that portion of maternity leave during which the employee has a valid health-related reason for being absent from work and is also in receipt of sick leave, 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 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 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**

- (a) Benefits do not accrue during any leave of absence without pay in excess of thirty (30) calendar days.
- (b) Notwithstanding 30.08 (a) for the period between the expiry of paid sick leave and the potential commencement of Long Term Disability benefits, (the potential is there for LTD benefits to commence six (6) months from the date of disability). The employee will be permitted to continue to cost share with the Employer all Health Benefits in accordance with Article 28.03.

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.

Handwritten signature

Handwritten signature

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.

6 Mar 1977



- 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 the 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.

Handwritten signature

Handwritten signature

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 re-assignment notice and who does wish to accept the reassignment, 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 Subcontracting, Leasing or Technological Change

- (a) In the event that regular employees will be displaced due to subcontracting, leasing or implementation of technological change, the Employer shall notify the Union at least one hundred and twenty (120) days in advance of such change and every effort will be made to absorb affected regular employees into other jobs within the bargaining unit.
- (b) Regular employees who are transferred by the Employer pursuant to Article 36.09 (a), to lower paid position shall continue to receive their previous rate of pay for twelve (12) months, and then shall receive the basic rate of pay for the position occupied.
- (c) Regular employees who are not absorbed into other jobs within the bargaining unit shall be subject to layoff in accordance with the layoff and recall procedures of this Article.

36.12 The operation of Article 36 shall not be construed as a violation of Article 16 and 33.

Handwritten signature

Handwritten signature

Salary Appendix The Capital Care Group

CLASSIFICATIONS	EFFECTIVE DATE	STEPS					
		1	2	3	4	5	6
1. Health Support Services							
1.1 Nursing Attendant	April 1, 1997	\$9.51	\$10.30	\$10.64	\$10.99	\$11.40	\$11.75
1.2 Rehabilitation Attendant	April 1, 1997	\$9.51	\$10.30	\$10.64	\$10.99	\$11.40	\$11.75
1.3 Therapy Assistant	April 1, 1997	\$11.57	\$12.54	\$13.04	\$13.55	\$14.03	
1.4 Care Housing Attendant	April 1, 1997	\$9.51	\$10.30	\$10.64	\$10.99	\$11.40	\$11.75
1.5 Activities Convenor	April 1, 1997	\$11.68	\$12.09	\$12.49	\$12.96	\$13.37	
2. Resident Support Services							
2.1 Unit Clerk	April 1, 1997	\$8.97	\$9.48	\$9.99	\$11.00	\$12.11	
2.2 Food Services Aide	April 1, 1997	\$7.84	\$8.34	\$8.85	\$9.87	\$10.76	
2.3 Food Services Attendant	April 1, 1997	\$8.79	\$9.30	\$9.80	\$10.82	\$11.79	
2.4 Cooks Assistant	April 1, 1997	\$8.79	\$9.30	\$9.80	\$10.82	\$11.79	
2.5 Food Services Cashier	April 1, 1997	\$8.44	\$8.95	\$9.46	\$10.47	\$11.55	
2.6 Cook I	April 1, 1997	\$10.67	\$11.18	\$11.68	\$12.70	\$13.99	
2.7 Cook III	April 1, 1997	\$11.92	\$12.42	\$12.93	\$13.95	\$15.36	
BR 2.8 Housekeeping Aide	April 1, 1997	\$7.84	\$8.34	\$8.85	\$9.87	\$10.76	
2.9 Housekeeping Attendant	April 1, 1997	\$8.79	\$9.30	\$9.80	\$10.82	\$11.79	
2.10 Laundry Worker	April 1, 1997	\$8.79	\$9.30	\$9.80	\$10.82	\$11.79	
2.11 Porter	April 1, 1997	\$8.79	\$9.30	\$9.80	\$10.82	\$11.79	
2.12 Driver	April 1, 1997	\$9.52	\$10.03	\$10.54	\$11.55	\$12.72	
2.13 Maintenance Worker I	April 1, 1997	\$8.65	\$9.16	\$9.66	\$10.68	\$11.76	
2.14 Maintenance Worker II	April 1, 1997	\$10.29	\$10.80	\$11.31	\$12.32	\$13.58	
2.15 Maintenance Worker III	April 1, 1997	\$12.17	\$12.68	\$13.18	\$14.20	\$15.62	
2.16 Central Services Aide	April 1, 1997	\$7.84	\$8.34	\$8.85	\$9.87	\$10.76	
3. Personal Support Services							
3.1 Resident Companion	April 1, 1997	\$8.98	\$9.77	\$10.11	\$10.46	\$10.87	\$11.22
3.2 Community & Home Support Worker	April 1, 1997	\$8.63	\$9.14	\$9.64			

6/24/97

Salary Appendix
The Capital Care Group

CLASSIFICATIONS	EFFECTIVE DATE	STEPS					
		1	2	3	4	5	6
1. Health Support Services							
1.1 Nursing Attendant	April 1, 1998	\$9.75	\$10.56	\$10.91	\$11.26	\$11.69	\$12.04
1.2 Rehabilitation Attendant	April 1, 1998	\$9.75	\$10.56	\$10.91	\$11.26	\$11.69	\$12.04
1.3 Therapy Assistant	April 1, 1998	\$11.80	\$12.79	\$13.30	\$13.82	\$14.31	
1.4 Care Housing Attendant	April 1, 1998	\$9.75	\$10.56	\$10.91	\$11.26	\$11.69	\$12.04
1.5 Activities Convenor	April 1, 1998	\$11.91	\$12.33	\$12.74	\$13.22	\$13.64	
2. Resident Support Services							
2.1 Unit Clerk	April 1, 1998	\$9.15	\$9.67	\$10.19	\$11.22	\$12.35	
2.2 Food Services Aide	April 1, 1998	\$8.00	\$8.51	\$9.03	\$10.07	\$10.98	
2.3 Food Services Attendant	April 1, 1998	\$8.97	\$9.49	\$10.00	\$11.04	\$12.03	
2.4 Cooks Assistant	April 1, 1998	\$8.97	\$9.49	\$10.00	\$11.04	\$12.03	
2.5 Food Services Cashier	April 1, 1998	\$8.61	\$9.13	\$9.65	\$10.68	\$11.78	
2.6 Cook I	April 1, 1998	\$10.88	\$11.40	\$11.91	\$12.95	\$14.27	
2.7 Cook III	April 1, 1998	\$12.16	\$12.67	\$13.19	\$14.23	\$15.67	
2.8 Housekeeping Aide	April 1, 1998	<u>\$8.00</u>	\$8.51	\$9.03	\$10.07	\$10.98	
2.9 Housekeeping Attendant	April 1, 1998	\$8.97	\$9.49	\$10.00	\$11.04	\$12.03	
2.10 Laundry Worker	April 1, 1998	\$8.97	\$9.49	\$10.00	\$11.04	\$12.03	
2.11 Porter	April 1, 1998	\$8.97	\$9.49	\$10.00	\$11.04	\$12.03	
2.12 Driver	April 1, 1998	\$9.71	\$10.23	\$10.75	\$11.78	\$12.97	
2.13 Maintenance Worker I	April 1, 1998	\$8.82	\$9.34	\$9.85	\$10.89	\$12.00	
2.14 Maintenance Worker II	April 1, 1998	\$10.50	\$11.02	\$11.54	\$12.57	\$13.85	
2.15 Maintenance Worker III	April 1, 1998	\$12.41	\$12.93	\$13.44	\$14.48	\$15.93	
2.16 Central Services Aide	April 1, 1998	\$8.00	\$8.51	\$9.03	\$10.07	\$10.98	
3. Personal Support Services							
3.1 Resident Companion	April 1, 1998	\$9.16	\$9.97	\$10.31	\$10.67	\$11.09	\$11.44
3.2 Community & Home Support Worker	April 1, 1998	\$8.80	\$9.32	\$9.83			

6 Mar 97

Handwritten signatures and initials, including a large signature and the initials 'MM'.

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*.

G. MacArthur

[Handwritten signatures]

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

ON BEHALF OF THE UNION

.....
.....
.....
.....
.....
.....

.....
.....
.....
.....
.....
.....

DATE:

DATE:

[Handwritten signatures and initials]

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

Mar 19

(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

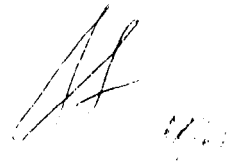
ON BEHALF OF THE UNION

.....
.....
.....
.....
.....
.....

.....
.....
.....
.....
.....
.....

DATE:

DATE:



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.

6 Mar, 97

[Handwritten signatures]

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

ON BEHALF OF THE UNION

.....
.....
.....
.....
.....
.....

.....
.....
.....
.....
.....
.....

DATE:

DATE:



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 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 McConnell Place **North** and Young Adult Duplexes)
- Capital Care Grandview
- Capital **Care** Lynnwood (includes McConnell Place West and Laurier House)
- 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, 1999.

ON BEHALF OF THE EMPLOYER

ON BEHALF OF THE UNION

.....

.....

.....

.....

.....

.....

.....

.....

.....

.....

.....

.....

DATE:

DATE:

6 Mar 1997

[Signature] 1997

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 36.06: 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

ON BEHALF OF THE UNION

.....

.....

.....

.....

.....

.....

.....

.....

.....

.....

.....

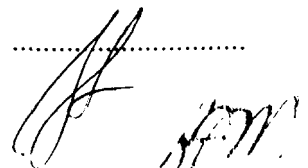
.....

DATE:

DATE:

6 May 1997

.....



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")

RE: SALARY RATES FOR ADDITIONAL HOURS

In conjunction with Article 16.06(e) 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.

6 Mar 97

Handwritten signatures and initials, including a large signature and the initials 'ADM'.

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

ON BEHALF OF THE UNION

.....
.....
.....
.....
.....

.....
.....
.....
.....
.....

DATE:

DATE:

6/10/00 *[Signature]* *5/11*

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: McCONNELL PLACE NORTH 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.

6/24/97

Handwritten signatures in black ink, including a large stylized signature and a smaller signature to its right.

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

ON BEHALF OF THE UNION

.....
.....
.....
.....
.....

.....
.....
.....
.....
.....

DATE:

DATE:

[Handwritten signatures and initials]

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: VACATION FOR PART-TIME EMPLOYEES

The parties have agreed to interpret the taking of part-time vacation as follows:

- 1) an employee who takes one (1) day of vacation will have one (1) calendar day of vacation taken from their allotment; and
- 2) an employee who takes two (2) or more days of vacation will be handled in accordance with the part-time vacation article (24.08(b)).

ON BEHALF OF THE EMPLOYER

DATE: _____

ON BEHALF OF THE UNION

DATE: _____

12/21/97

Handwritten signature and initials, possibly 'AM'.

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")

The parties have agreed that effective ^{*}April 1, 1997 and for a two (2) year period expiring March 31, 1999, Nursing Attendants, Rehabilitation Attendants and Care Housing Attendants will receive an additional ten cents (.10) per employer paid hour. Method of payment to be determined by Employer.

This letter of understanding expires on March 31, 1999.

ON BEHALF OF THE EMPLOYER

ON BEHALF OF THE UNION

DATE: _____

DATE: _____

6 Mar 99

[Signature]
4/1/99