
Collective Agreement

between

The Canadian Union of Public Employees
Local 1158

and

The Capital Care Group

Begins:
07/01/2003

Terminates:
06/30/2005

10306 (05)

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PREFACE

This Collective Agreement applies to:

All Employees at CAPITAL CARE *Dickinsfield* (CAPITAL CARE *Dickinsfield* Campus) when employed in general support services; and

All Employees at CAPITAL CARE *Norwood* when employed in general support services, but including Nursing Attendants.

COLLECTIVE AGREEMENT made ~~this~~ 8th day of October A.D., 2003

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 interests of residents, patients, clients, participants, 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 :

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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 June **30, 2005**, 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 Clause 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" means any Employee of the Employer for whom the Union ~~has~~ been certified ~~as~~ bargaining agent and whose employment is designated in one of the following ways:
- (a) "Regular Employee" means one who works ~~on~~ a full-time or part-time basis:
- (i) "Full-time Employee" means an Employee who is scheduled to work the ~~hours~~ specified in Article ~~16: Hours of Work~~.
- (ii) "Part-time Employee" means an Employee who works scheduled shifts pursuant to Clause 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) "Casual Employee" means one who works on a call in basis and is not regularly scheduled. ~~However~~, a Casual Employee may be regularly scheduled for a period of three (3) months or less for a specific job, or may relieve for absences of three (**3**) months or less.
- (c) "Temporary Employee" means one who is ~~hired~~ for a period of twelve (**12**) 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) Casual and Temporary Employees do not have a continuing employment relationship with the Employer and except **as** specifically stated in Article 37] Casual and Temporary Employees, **the** provisions of **this** Collective Agreement shall not apply to **Casual** and Temporary Employees.
- 2.03** "Vacation" means **annual** vacation with pay.
- 2.04** "Date of Employment" for the purpose of calculating annual vacation **means** the date on which an Employee **commenced** employment with the Employer.
- 2.05** 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.
- 2.06** "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.
- 2.07** "Basic Rate of Pay" means the applicable step in the pay range of the Employee's classification **as set** out in the Salaries Appendix.
- 2.08** For the purpose of applying the **terms** of this Collective Agreement, time worked shall be deemed to have been **worked** on the day on which the majority of hours of the **shift** fall.
- 2.09** "Pyramiding" means the payment of two **(2)** or more premiums under different provisions **of** the Collective Agreement for the same hours worked.
- 2.10** "FTE" means full-time equivalent.
- 2.11** "Centre(s)" refer(s) to **the** individual site(s) operated by *The CAPITAL CARE* Group as identified in the Preface of this Collective Agreement.

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.

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, CHECK-OFF AND DUES DEDUCTION

- 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 their 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 (a) 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.
- (b) In the event that **an** orientation is postponed or a representative of the Union is unavailable for an orientation, a representative of the Union shall have the right to make a presentation of up to **thirty (30)** minutes at the work site at a time mutually agreeable to both Parties.

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 orientation, age or marital status or because of their connection with trade union organizations.
- 7.02 Clause 7.01 shall not apply **with** respect to a refusal, limitation, specification or preference based **on** a bona fide occupational requirement.

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 The Occupational Health and Safety **Committee** shall be composed of representatives of the Employer and representatives of the Union and 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** An Employee shall ~~suffer~~ no loss of regular earnings at her basic rate of pay for time spent in attendance at a meeting of this Committee.
- 8.04** The Committee shall ~~meet~~ in accordance with the terms of reference of the Committee. Either the Chairperson or Vice-Chairperson may call a special meeting of this Committee to deal with urgent matters.
- 8.05** The Chairperson ~~of~~ the Committee will be determined in accordance with the Committee's **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 worksite and make appropriate recommendations;
 - (b) in the development and promotion of measures to protect **the** safety and health of Employees and to check the effectiveness of such measures.
- 8.08** The Occupational 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 be taken towards implementation within two **(2)** months from the date the recommendation is made, ~~the~~ Occupational Health and Safety Committee may request and shall have the right to have their recommendations presented to the Chief Executive ~~Officer~~.
- 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 CLASSIFICATIONS

9.01 The CAPITAL CARE Group shall provide classification descriptions for all classes listed in the Salaries Appendix to the **Union** when a new classification **is** created or **an** existing classification description is updated.

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 Clause 4.01, **and** which is not listed **as** a classification in the "Salaries Appendix" the following will occur:
- (i) The Employer shall provide classification criteria for the new classification to the Union.
 - (ii) The Employer shall establish the basic rate of pay for the new classification and shall notify the Union of **such** rate.
 - (iii) 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 basic rate of pay for the new classification, **notify** the Employer that they wish to meet to negotiate the basic rate of pay for the new classification established by the Employer.
 - (iv) 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 **12: Grievance Procedure**.
 - (v) The time limits outlined in Clause 9.03 may be extended by mutual consent in Writing between the **Union** and the Employer.
 - (vi) In the event that the Union does not comply with the time limits established in Clause 9.03, the basic rate of pay established by the Employer for the new classification shall prevail.

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 have 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 have been changed, to Arbitration in accordance with Article 12: Grievance Procedure.
 - (iii) The time limits outlined in Clause **9.04** may be extended by mutual consent in writing between the Union and the Employer.
 - (iv) In the event that the Union does not comply **with** the time limits established in Clause **9.04** the basic rate of pay established by the Employer for the classification for which the classification criteria have been changed shall prevail.

9.05 Change in Job Content

In the event that the primacy 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 **An** Arbitration Board established in accordance with Clauses 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.

ARTICLE 10: BULLETIN BOARD SPACE

10.01 The Employer shall provide bulletin board space which shall be placed so that all Employees shall have access to it **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. The Employer reserves the right to request that posted material damaging to the Employer be immediately removed. Bulletin board space is to be provided within sixty (60) days of opening a new facility or unit **off** site **from** the main Centre.

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- 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 Shop Stewards shall not be hindered, coerced or interfered with in any way in the performance of **their function** while investigating disputes. 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, which 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 Officer 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 ten (10) 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 **ten (10)** 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 ten (10) days of the occurrence.

Step II

If the grievance is not resolved under Step I above, the grievance shall, within ten (10) 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 ten (10) days of the receipt of the grievance.

Step III

If the grievance is not resolved under Step II above, the Union shall, within ten (10) 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 Director of Human Resources, who shall render a decision in **writing** to the Union within ten (10) days of receipt of the grievance.

Step IV - Arbitration

- (a) (i) If the grievance is not settled under Step III above, the Union shall within ten (10) days of receiving the decision of the Centre Administrator 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 the grievance 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 agreement 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 ten (10) days of the date the Union became aware of, or reasonably should have become aware of, the occurrence.

(b) All policy grievances shall be submitted to the Director of Human Resources and shall be deemed to be submitted at Step III of the Grievance Procedure.

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 or pay, and without recourse to Article 12: Grievance Procedure.

- 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 six hundred and twenty-five (625) hours worked from the date the last period of continuous employment commenced, or nine (9) months, whichever is shorter.
- (b) The probation period may be extended 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 nine hundred and fifty (950) hours, or twelve (12) months, whichever is shorter. Prior to the extension of a probation period, the Employer shall complete a performance review outlining areas where the Employee must demonstrate improved performance.

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 (a) Employees shall advance to the next higher basic rate of pay as set out in the Salaries Appendix following 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 pay step in the higher classification that provides for an increase above her current rate of pay during the trial period in accordance with Article 33: Appointments, Promotions, Transfers and Vacancies. Upon successful completion of the trial period she shall advance to 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 Clause 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 (a) When the Employer designates a regular Employee **to** substitute in 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 Clause 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 in 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 in 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.
- 14.05 The Employer may designate **an** Employee to assume the temporary responsibilities of Lead Hand. Employees **so** designated shall receive, in addition to their regular earnings, a premium of seventy-five **(75)** cents per **hour** worked for the duration of their temporary appointment. In addition to her normal duties, a Lead Hand shall be responsible for coordinating the efforts of other Employees assigned to work with her to ensure the work is completed satisfactorily.
- 14.06 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** per cent **(10%)** of the Employee's **gross** earnings per pay period.
- 14.07 **An** Employee shall have experience satisfactory to the Employer. Provided not more than two **(2)** years have elapsed **since** the experience was obtained, her starting **salary** shall be adjusted by applying the following formula:
- (a) advance starting rate to the second (2nd) increment in the salary scale if more than four thousand and forty-five point five (4,045.50) hours worked ; or
- (b) advance starting rate to the third (3rd) increment in the salary scale if more than six thousand and sixty-eight point two five (**6,068.25**) hours worked; **or**

- (c) advance starting rate to the fourth (4th) increment in the salary scale if more than eight thousand ~~and ninety-one~~ (8,091) hours worked; or
- (d) advance ~~starting~~ rate to the ~~fifth~~ (5th) increment in the salary scale if more than ten thousand, one hundred and thirteen point seven five (10,113.75) hours worked.

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~~ payday.
- 15.02 All Employees must be ~~enrolled~~ on Direct Deposit ~~as~~ a condition of employment.

ARTICLE 16: HOURS OF WORK

16.01 Regular Hours of Work

- (a) Full-time Employees

Regular hours of work for regular full-time Employees, exclusive of meal periods, shall be:

- (i) seven point seven five (7.75) work hours per day; and
- (ii) thirty-eight point seven five (38.75) work hours per week averaged over one (1) complete cycle of the ~~shift~~ schedule.

- (b) Part-time Employees

Regular hours of work for regular part-time Employees, exclusive of meal periods, shall be:

- (i) up to seven point seven five (7.75) hours in any one (1) day;
- (ii) less ~~than~~ thirty-eight point seven five (38.75) work hours per week averaged over one (1) complete cycle of the ~~shift~~ schedule;
- (iii) scheduled in ~~a manner~~ where the ratio of work days to non-work days does not exceed 5:2 averaged over one (1) complete cycle of the ~~shift~~ schedule.

16.02 Weekend

A weekend is defined as Saturday and Sunday.

16.03 Rest and Meal Periods

- (a) Regular hours of work shall be deemed to include, **as** scheduled by the Employer, either:
 - (i) two (2) rest periods of fifteen (15) minutes during each full working shift of seven point seven five (7.75) hours, or
 - (ii) one (1) rest period of 30 minutes during each full working shift of seven point seven five (7.75) hours, if this is more compatible with scheduling of work assignments,

the alternative to be applied shall be at the discretion of the Employer.
- (b) Regular hours of work shall include, **as** scheduled by the Employer, one (1) rest period of fifteen (15) minutes during each period of three point seven five (3.75) hours of work;
- (c) Regular hours of work shall exclude a meal period of thirty (30) minutes to be scheduled by the Employer during each working day on which the Employee works in excess of five (5) consecutive hours of work.
- (d) Rest and meal periods will not be scheduled in conjunction with, starting times, quitting times, or **taken** together except by mutual agreement of the Employee and the Employer.
- (e) Notwithstanding **that** the meal period is to be excluded in the calculation of regular hours of work, if the Employer requires an Employee to be readily available for duty during her meal period, she shall be so advised in advance and be paid for that meal period at her basic rate of pay.
- (f) If an Employee is recalled to duty during her meal period or rest period she shall be given a **full** meal period or rest period later in her shift, or where that is not possible, be paid at two times (2X) her basic rate of pay for the meal period or rest period.

16.04 Shift Schedules

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

(b) Regular Full-Time and Part-Time Employees

Except in cases of emergency or by mutual agreement, in writing, between a regular Employee and the Employer, shift schedules for regular full-time and part-time Employees shall be one of the following:

Option 1

- (i) at least fifteen point five (**15.5**) hours off duty between scheduled shifts or where there is mutual agreement between the Employer and the majority of the Employees affected by the revised schedule, at least twelve (12) hours off duty between scheduled shifts;
- (ii) not more than six (6) consecutive days of work without receiving her days **off**;
- (iii) excepting part-time Employees who are employed specifically for weekend work, days of rest on two (2) weekends in a six (6) week period;
- (iv) **no** split shifts;
- (v) days **off** to be consecutive; and
- (vi) not more than two (2) different shift starting times between scheduled days **off**.

Option 2

- (i) at least ~~five~~ fifteen point five (**15.5**) hours off duty between scheduled shifts or where there is mutual agreement between the Employer and the majority of the Employees affected by the revised schedule, at least twelve (12) hours off duty between scheduled shifts;
- (ii) not more than ~~six~~ six (6) consecutive days of work without receiving her days **off**;
- (iii) excepting part-time Employees who are employed specifically for weekend work, days of rest on ~~two~~ two (2) weekends in a four (**4**) week period;
- (iv) **no** split shifts;
- (v) split days **off**; and
- (vi) not more than two (2) different shift starting times between scheduled days **off**.

(c) Optional Scheduling Provisions

Optional scheduling provisions may be mutually agreed to in writing between the Employer and the Union **Local**.

(d) Posting of ~~Shift~~ Schedules

~~Shift~~ schedules shall be posted twenty-eight (**28**) days in advance or such shorter period ~~as~~ is mutually agreed between the Employer and the Union Local.

(e) Schedule Changes

(i) Except when application of ~~this~~ Article is waived by **mutual** agreement between the Employee and the Employer, where an Employee's scheduled work days are changed without seven (7) calendar days' notice, the Employee shall be paid at two times (**2X**) her basic rate ~~of~~ pay for all hours worked on the first ~~shift~~ of the changed schedule.

(ii) Except when application of this Article is waived by mutual agreement between the Employee and the Employer, where an Employee's scheduled days off are changed without seven (7) calendar days' notice, the Employee shall be paid at two times (**2X**) her basic rate ~~of~~ pay for all hours worked on what would otherwise have been her first scheduled day ~~off~~.

(iii) Except when application of this Article ~~is~~ waived by mutual agreement between the Employee and the Employer, if, in the course of a posted schedule, the Employer changes the **start** time ~~of~~ an Employee's scheduled ~~shift~~, but not her scheduled **days** off, she shall be paid at the rate ~~of~~ two times (**2X**) her basic rate of pay for all hours worked during the first ~~shift~~ of the changed schedule, unless seven (**7**) calendar days' notice of such change has been given.

(f) Trading ~~Shifts~~

Employees may trade ~~shifts~~ among themselves provided that:

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

(ii) prior approval of such trade ~~is~~ granted by the Employee's immediate supervisor on the ~~Shift~~ Trade Request **Form**,

Traded ~~shifts~~ shall be recorded on the ~~shift~~ schedule. Traded ~~shifts~~ shall not be deemed a violation of the provisions of ~~this~~ Collective Agreement.

(g) Shift Patterns

- (i) The Employer, in scheduling **shifts**, shall take into consideration **an** Employee's request for certain shift schedules, subject to the requirements of Clause 16.04.
- (ii) The shift patterns which may be available are:
 - (a) days, evenings, nights (rotation);
 - (b) days only;
 - (c) evenings only;
 - (d) nights only;
 - (e) evenings and days (rotation);
 - (f) nights and evenings (rotation);
 - (g) nights and days (rotation);
 - (h) weekends **only**.
- (iii) Employees working shift patterns (a), (e) and (g) in Sub-clause 16.04 (g) (ii), shall be assigned a day duty at least one third (1/3) of the time during the **shift** cycle. For the purpose of applying the foregoing an Employee will be deemed to have been assigned day duty for those periods of time absent on vacation or on or for a named holiday ~~that~~ would have except for such absence been day duty to which the Employee would have been assigned in accordance with the **shift** schedule. Scheduled days of rest shall not be considered **as** day duty for the purpose of applying **this** provision.
- (iv) The Employer shall have the right to assign periods of day duty to Employees working evenings or nights, for the purpose of maintaining proficiency, totalling not more than one **hundred** and ninety-three point seven five (**193.75**) regular hours worked in a calendar year, after consultation with the Union Local.

16.05 Additional Hours

- (a) Regular part-time Employees who wish **to** be considered for additional hours of work to meet temporary operational requirements shall submit a completed availability sheet on a monthly basis **to** the Employer, indicating their availability to work casual shifts. Such additional hours of work shall be distributed **as**

equally as possible among the available regular part-time Employees who have requested additional hours of work. Such additional hours shall be paid in accordance with Clause **14.03** for the position being replaced.

- (b) 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 volunteers or agrees to accept additional hours;
 - (ii) the hours worked do not exceed seven point seven five (**7.75**) hours per day;
 - (iii) the part-time Employee does not work in excess of specified consecutive days in her applicable shift schedule option pursuant to Sub-clause 16.04 (b) without days **off**; and
 - (iv) the part-time Employee does not work in excess of the ratio **of five (5)** workdays to two (2) non-workdays over one complete cycle of her **shift** schedule.
- (c) Overtime rates, in accordance with Article **17**: Overtime, will apply to:
 - (i) those hours worked in excess of seven point seven five (**7.75**) hours in a day; or
 - (ii) work performed by the Employee in excess of the work ratio referred to in Sub-clause 16.05 (b).
- (d) **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 Sub-clause 16.04 (d) does not apply.

16.06 Reporting Pay

In the event a regular Employee reports for work **as** assigned and is directed by the Employer to leave, she shall be compensated for the inconvenience by payment equivalent to three (**3**) hours' pay at her basic rate of pay.

16.07 Daylight Saving Time

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.

16.08 Camp Allowance

For each twenty-four (24) hour period spent in a camp setting, a thirty (30) dollar camp allowance shall be paid to participating Employees. In the event that an Employee is incapacitated as a 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: Workers' Compensation shall apply.

ARTICLE 17: OVERTIME

- 17.01 The Employer shall determine when overtime is necessary and for what period of time it is required. The overtime rate of two times (2X) the applicable basic rate of pay shall be paid for all authorized overtime worked in excess of and in conjunction with seven point seven five (7.75) hours per day.
- 17.02 Failure to provide at least fifteen point five (15.5) 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 point five (15.5) 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 two times (2X) the applicable basic rate of pay for hours worked on each such day.
- 17.06 If mutually agreed between the Employee and the Employer, equivalent time off in lieu of pay may be granted. Time off in lieu of overtime shall be the equivalent of the actual time worked adjusted by the applicable overtime rate. Time off not taken by the last day of March in any given year shall be paid out.

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 seventy-five cents (\$1.75) 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.

ARTICLE 19: CALL-BACK

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: On-Call but shall be paid for the hours worked during the On-call period in accordance with this article.

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: Overtime 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: Overtime; or
- (b) four (4) hours at the basic rate of pay, whichever is greater.

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 (1) such premium, that being the greatest of the applicable premiums.

ARTICLE 21 : SHIFT DIFFERENTIAL

- 21.01 (a) A shift differential of one dollar and **fifty cents (\$1.50) per** hour shall be paid to all Employees working a **shift** where the majority of such **shift** falls within the period of fifteen hundred (1500) hours to **zero** seven hundred (0700) hours.
- (b) Effective date of ratification, a **shift** differential of one dollar and sixty cents (\$1.60) per hour shall be paid to all Employees working a **shift** where the majority of such shift falls within the period of fifteen hundred (1500) hours to **zero** seven hundred (0700) hours.
- (c) Effective January **1, 2004**, a shift differential of one dollar and seventy-fivecents (\$1.75) per hour shall be paid to all Employees 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** The specified differential shall be paid in addition to the overtime rate for overtime worked in conjunction with a regular **shift** of seven point seven five (7.75) hours provided at least four (4) hours of the overtime worked occurs between eighteen hundred (1800) hours and **zero** seven hundred (0700) hours.
- 21.03 All premiums paid under this Article shall not be considered **as** part of the Employee's basic rate of pay.

ARTICLE 22: WEEKEND PREMIUM

- 22.01** (a) A weekend premium of one dollar and ten **cents** (\$1.10) per hour shall be paid, in addition to shift premium, if applicable, to all Employees 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.
- (b) Effective date of ratification, a weekend premium of one dollar and **thirty-** five cents (\$1.35) per hour shall be paid, in addition to shift premium, if applicable, to all Employees 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.

- (c) Effective January 1, 2004, a weekend premium of one dollar and fifty-five cents (**\$1.55**) per hour shall be paid, in addition to shift premium, if applicable, to all Employees 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.
- (d) Effective April 1, 2004, a weekend premium of one dollar and seventy-five cents (**\$1.75**) per hour shall be paid, in addition to ~~shift~~ premium, if applicable, to all Employees 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 Weekend premiums will apply for all overtime hours worked, in accordance with Clause **22.01**, in conjunction with a regular ~~shift~~ of seven point seven five (7.75) 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.

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

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 A regular Employee who is called back to the Centre shall be reimbursed for reasonable, ~~necessary~~ and substantiated transportation expenses and, if the regular Employee travels for such purpose by private automobile, reimbursement shall be in accordance with The CAPITAL CARE Group's established rate from the regular Employee's residence to the Centre and return. Such allowance will not be paid when a regular part time Employee is reporting for additional hours of work pursuant to Article 16: ~~Hours~~ of Work.

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 full-time Employee may continue to work and draw vacation pay in lieu of taking her vacation.

24.03 There shall be no carryover of vacation from one (1) employment year to the next, nor shall vacation from one (1) employment year be taken consecutively with vacation in the ensuing employment year, except with the approval of the Employer.

24.04 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.

24.05 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 seven (**7**) days and not more than fourteen (**14**) days before the commencement of the Employee's **annual** vacation.

24.06 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.

24.07 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 employment 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) and second (2nd) employment years **an** Employee earns a vacation of fifteen (15) working days; or
- (ii) during the third (3rd) to fourteenth (14) employment years **an** Employee earns a vacation of twenty (20) working days; or
- (iii) during the fifteenth (15) to twenty-fourth (24) employment years **an** Employee earns a vacation of twenty-five (25) working days; or
- (iv) during the twenty-fifth (25th) and subsequent employment years **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 employment year and such entitlement is governed by the total **length of** such service as outlined 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 Clause **24.08**:

- (i) during the first (1st) and second (2nd) employment years **an** Employee earns a vacation time of twenty-one (21) calendar days; or
- (ii) during the third (3rd) to fourteenth (14) employment years **an** Employee earns a vacation time of twenty-eight (28) calendar days; or
- (iii) during the fifteenth (15th) to twenty-fourth (24) employment years **an** Employee earns a vacation time of thirty-five (35) calendar days; or
- (iv) during the twenty-fifth (25th) and subsequent employment years **an** Employee **earns** a vacation time of forty-two (42) calendar days.

- (c) A regular part time Employee who takes one (1) day of vacation will have one (1) calendar day of vacation taken from their vacation time. A regular Employee who takes two (2) or more days of vacation will be administered in accordance with Sub-clause **24.07(b)**.

(d) **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.

24.08 Vacation pay to be paid to a regular part-time Employee, at least seven (7) days and not more than fourteen (14) days 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 employment year multiplied by the basic rate of pay in effect on the date vacation leave commences, multiplied by the applicable rate of:

- (i) six (6) percent during the first (1st) and second (2nd) continuous employment years; or
- (ii) eight (8) percent during the third (3rd) to fifteenth (15th) continuous employment years; or
- (iii) ten (10) percent during the sixteenth (16th) to twenty-fifth (25th) continuous employment years; or
- (iv) twelve (12) percent during the twenty-sixth (26th) and subsequent continuous employment years.

24.09 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 an employment 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.

24.10 Only those hours of work paid at the basic rate of pay and on a Named Holiday will be recognized for the purposes of determining vacation pay.

24.11 **An** Employee shall have the right to utilize vacation credits during the employment year in which they **are earned**, provided such utilization does not exceed the total credits **earned** by an Employee at the time of taking vacation.

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
August Civic Holiday	

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 any Named Holiday which occurs during:

- (a) a layoff; 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 Workers' Compensation Benefits.

25.03 **Full-time Employees**

Each regular full-time Employee will be granted one (1) 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 full-time 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; and
- (b) works on the Named Holiday when scheduled or required to do so.

- 25.05** Subject to Article **17**: Overtime, 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 point five times (~~1.5X~~) the basic rate of pay, plus:
- (a) by mutual agreement, a day 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) days either before or after the Named Holiday; or
 - (c) one (1) regular day's pay.
- 25.06** Subject to Clause 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 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
 - (b) one (1) regular day's pay in lieu of the Named Holiday.
- 25.08** By mutual agreement, ~~an~~ Employee may combine her days ~~off~~ in lieu of Named Holidays provided they are taken within six (~~6~~) months of earning the Named Holidays.
- 25.09** 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 Clause 25.07.

25.10 Part-time Employees

- (a) A part-time Employee who works on a Named Holiday shall be paid at the rate of one point five times (1.5X) her basic rate of pay for all hours worked;
- (b) Part-time Employees shall be paid four decimal six percent **(4.6%)** of their **earnings** paid at the basic rate of pay and of their vacation pay, in lieu of Named Holiday pay.

ARTICLE 26: SICKLEAVE

26.01 Sick Leave is 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
- (e) an absence while in receipt of 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, **In** those instances where medical substantiation is required by the Employer, sick leave benefits shall not be paid until the required substantiation has been received. Failure to provide ongoing medical substantiation, when required by the Employer, may result in the suspension of sick leave benefits.
- 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 and **from** time to time thereafter **as** is reasonable 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 point five (1.5) working days for each full month of employment up to a maximum credit of one hundred and ~~twenty~~(120) working days.

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 regular Employees.

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 which exceeds ~~thirty~~(30) calendar days.

27.03 Clause 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 Workers' 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 share of the health benefits premiums during such leave of absence in accordance with Article 28: Health Benefits.

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. Effective April 1, 2004, **this** Plan will provide for eighty per cent (**80%**) direct payment provision for eligible physician or dentist prescribed medications.
 - (b) Alberta Blue Cross Dental Plan, or equivalent, which provides for the **reimbursement** of eighty per cent (80%) of eligible Basic Services; fifty per cent (50%) of all eligible Extensive **Services**; and fifty per cent (50%) of eligible Orthodontic Services, in accordance with the current Alberta Blue Cross Dental Fee Guide or equivalent. **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) A Benefit Plan inclusive of:

- (i) Group Life Insurance;
- (ii) Accidental Death and Dismemberment;
- (iii) Short-Term Disability (income replacement for a period of up to one hundred and twenty **(120)** working days during a qualifying disability equal to sixty-six and two thirds per cent (**66 2/3%**) of basic weekly earnings to the established maximum following a fourteen **(14)** day elimination period where applicable. The Short-Term Disability shall become effective on the first **(1st)** working day following the expiry of sick leave credits in the case of absence due to injury or hospitalization. In the particular case of Employees who have insufficient sick leave credits to satisfy the fourteen (14) calendar day elimination period, the Short-Term Disability shall commence on the fifteenth **(15th)** day following the commencement of non-hospitalized sickness);
- (iv) Long Term Disability (income replacement during a qualifying disability **equal** to sixty-six and **two-thirds** per cent (**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 Employer's option, an "EI SUB Plan" to supplement **an** eligible Employee's Employment 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 Benefit Plan, 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 The Employer shall **then** implement these plans with the premium **costs** being shared seventy-five per cent (**75%**) by the Employer and twenty-five per cent (**25%**) **by** the regular Employee for benefits listed in this Article.

28.04 Subject to the preceding provisions, where it is anticipated that a part-time Employee will work a minimum of fifteen **(15)** hours per week, averaged over a calendar year, she shall participate in the Health Benefits Plans.

ARTICLE 29: PENSION PLAN

- 29.01 (a) For eligible participating full-time Employees, the Employer and the Employee shall contribute to the Local Authorities Pension Plan for retirement benefits in accordance with the regulations of the Plan.
- (b) For eligible part-time Employees who are regularly scheduled to work at least fourteen (14) hours per week averaged over a complete cycle of the shift schedule and who request enrolment in the Plan in accordance with the regulations of the Plan, the Employer and the Employee shall contribute to the aforementioned Plan.
- 29.02 The Employer shall make available to all eligible participating 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 one (1) month in advance, except that in extenuating circumstances, the **time** factor may be waived or reduced. 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.

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

30.02 Leave-Union Business

- (a) 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.
- (b) 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.
- (c) Regular Employees who are elected or selected for a 111-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.

- 30.03 (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.

30.04 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 a valid ~~health-related~~ reason for being absent ~~from~~ work and is also in receipt of sick leave, EI SUB Plan Benefits or LTD. Maternity Leave shall be without loss of seniority. The total period of maternity leave shall not exceed twelve **(12)** 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.

30.05 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 nine (9) 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.

30.06 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. The regular Employee will report to work on those days that the regular Employee is not required to attend court.

30.07 Special Leave

If an Employee is unable to report to work as the result of illness in the immediate family requiring the Employee's personal attention, she shall inform the Employer of such with as much advance notice as possible and she shall use either a vacation day, a day in lieu of a Named Holiday, banked overtime or an unpaid leave of absence for the hours not worked. Such absence from work shall not exceed three (3) working days per year. The Employee may be required to submit satisfactory proof of illness.

30.08 Benefits

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

(b) Notwithstanding Sub-clause 30.08 (a), for the period between 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: Health Benefits.

30.09 When an Employee is on leave of absence without pay and is receiving Long Term Disability or Employment Insurance Sick Leave Benefit, the Employer will continue to pay the Employer's share of Alberta Health Care (AHC) premiums for a period not exceeding twenty-four (24) months from the beginning of Long Term Disability, provided that the Employee makes prior arrangements with the Employer for the payment of the Employee's share of AHC premiums. Failure by an Employee to submit her portion of the premium cost share will result in the Employer discontinuing AHC premium payments and AHC benefit coverage for that Employee and reinstatement in the AHC plan shall be subject to the enrollment requirements of the underwriter.

ARTICLE 31: BEREAVEMENT

31.01 A regular Employee shall be granted three (3) consecutive working days' bereavement leave without loss of salary, providing that such leave is taken within a ten (10) 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)	
child	son-in-law
parent	daughter-in-law

brother	mother-in-law
sister	father-in-law
guardian	brother-in-law
grandparent	sister-in-law
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) kilometres from the regular Employee's residence is necessary. **To** receive pay, the two additional days must be scheduled work days and fall within the same ten (10) 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 including acceptable performance.
- 33.02 (a) When **a** new position is mated or when **a** vacancy occurs in any classification covered by **this** Collective Agreement, with the exception of Nursing **Attendants** in **CAPITAL CARE Norwood**, such position or vacancy shall be posted for five (5) calendar days for applications **from** regular Employees within the classification of the department of the Centre where the new position or vacancy exists. The posting shall **state** the classification, **shift** schedule, and average hours per week. The Employer and the Union may agree to waive the requirement for a five-day posting when appropriate.
- (b) (i) When the provisions of Sub-clause 33.02(a) do not result in a successful applicant, the new position or vacancy shall be posted for seven (7) calendar days as a general posting throughout the organization and Clause 33.04 shall **apply**.

(ii) When a new position is created or when a vacancy occurs for a Nursing Attendant at CAPITAL CARE *Norwood* the new position or vacancy shall be posted for seven (7) calendar days throughout the organization **and** Clause **33.04** shall apply.

(c) All postings with respect to Sub-clause **33.02 (b)** shall state the responsibilities and qualifications, location (department, centre), ~~existing~~ shift schedule and basic rate of pay for the position and to ~~whom~~ applications should be submitted.

33.03 Requests **for** transfer or applications for vacancies shall be in writing according to the procedures established in The CAPITAL CARE Group. Facilities will be provided to accept applications for posted positions at any time within the posting periods referred to in Sub-clauses **32.02(a)** and **33.02(b)**.

33.04 The following order for consideration of applicants shall apply with respect to Sub-clause **33.02(b)**:

- (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 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 within ten (10) calendar days of their appointment.

33.07 (a) A regular Employee who is the successful applicant of a posting shall be considered **on** a trial period in her new position, in the same classification, for three hundred and **twenty five** (325) hours worked ~~following~~ the date of appointment. The trial period may be extended by up to ~~three~~ hundred and **twenty-five** (**325**) hours worked by mutual agreement between the Employer, the Union and the Employee.

- (b) A regular Employee who is the **successful** applicant of a posting shall be considered on a trial **period** in her new position, in a different classification, for **six** hundred and **fifty (650)** hours worked following the date of appointment.
- (c) In no event will an Employee's total trial period exceed **six** hundred and **fifty (650)** hours worked.
- (d) During the 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 **this** Article.

ARTICLE 34: DISCIPLINE, DISMISSAL AND 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 **sign** disciplinary notices **as** having been read and understood.
 - (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 designates shall be considered to have abandoned 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 Employees 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 within the bargaining unit with the Employer **from** the last date of hire and shall continue to accrue during periods of layoff **as** specified in Clause 35.02 and authorized leaves 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 Sub-clause 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) twelve (12) months have expired following layoffs, 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: Appointments, Promotions, Transfers and Vacancies, seniority shall be established **from** the Employee’s date of hire **as** a Casual Employee in accordance with Clause 35.01.
- 35.05 **In** the event seniority dates are the same, any disputes arising between two Employees with the same date **as** they relate to layoff and recall shall be resolved by a coin toss. If the dispute involves **three or more** Employees with the same seniority date, then numbered cards will be used to determine order of seniority.

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- 36.01 (a) It is the exclusive right of the Employer to establish, and vary **from** time to time, the job classifications and the number of regular Employees, if any, to be employed in any classification.
- (b) For the purposes of **this** Article, “pay grade” means any classification **with** the same maximum rate of pay, with the exception of Nursing Attendant (Certified) and Nursing Attendant (Non-Certified) which will be regarded **as** a classification.

~~Meeting~~ with the Union

- 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, to determine whether the provisions of Letter of Understanding #9: Mutual Agreement to Adjust FTEs would apply and to discuss the process to be followed with respect to Employees on leaves of absence.

Notice of Layoff

- 36.03** (a) When it becomes necessary to reduce or eliminate a number of positions or to reduce the regularly scheduled hours of work of a regular Employee, or to wholly or partly discontinue an undertaking, activity or service, the Employer will notify the Employee at least fourteen **(14)** calendar days prior to the date of layoff or such ~~shorter~~ period of time that is agreed upon between the Union and the Employer. The fourteen **(14)** calendar days' notice shall not apply where layoff results ~~from~~ an act of **God**, fire, flood, or a work stoppage by Employees not covered by this Collective Agreement.
- (b) Where the layoff results from an act of God, **fire** or flood, the fourteen (14) calendar days' notice is not required, but up to **two (2)** weeks' pay in lieu thereof based on regularly scheduled hours worked during this period shall be paid to affected Employees.
- (c) The written notice of layoff will confirm to the Employee the effective date her current position will be affected, the date and time of the consultation meeting referred to in clause **36.04**, and will include a seniority list, the ~~shift~~ schedules, a proxy ~~form~~ and a selection ~~form~~.

Consultation and Layoff Process

- 36.04** (a) A consultation meeting will be arranged by the Employer between the Employee, ~~an~~ Employer representative(s) and a Union Representative(s). The consultation process will not be unreasonably delayed as a result of the unavailability of a Union Representative.
- (b) In advance of the scheduled consultation meeting, the Employee will complete her selection form by indicating her preferences for alternative positions. These preferences include:
- (i) Vacancies, or positions occupied by less senior Employees in the same pay grade with **equal** or lesser FTE held ~~by~~ the Employee and for which the Employee has the skills, training, knowledge, and ability to perform the work required.
- (ii) If there are no full-time vacancies or positions occupied by less senior Employees available, a full-time Employee may ~~indicate~~ an alternative part-

time vacancy or position in the same pay grade or a full-time or part-time vacancy or position in a lower pay grade.

- (iii) If there are no part-time vacancies or positions occupied by less senior Employees available, a part-time Employee may indicate an alternative part-time vacancy or position in a lower pay grade.
- (iv) Where there are no other vacancies or positions occupied by less senior Employees in the same or lower pay grade as the Employee's current position, the Employee will be laid off and placed on the recall list.
- (c) At the consultation meeting, the Employee's alternatives for placement will be reviewed. The Employer will ~~then~~ assess the Employee's skills, training, knowledge and ability to perform the work required and will offer a position in accordance with sub-clause **36.04 (b)**.
- (d) Where the Employee refuses ~~an offer~~ of an alternative position, or lacks the required skills, training, knowledge and ability to perform the work required, or seniority, to displace another Employee ~~within~~ her pay grade, or in a lower pay grade, the Employee shall be laid off and placed on the recall list.
- (e) **An** Employee who chooses not to exercise her options in accordance with sub-clauses **36.04 (b)** (i), (ii) and (iii) shall be laid off and placed on the recall list.
- (f) Where the Employee is offered and accepts a position occupied by a less senior Employee, the less senior Employee will receive notice and the provisions of ~~this~~ Article shall apply.

Employee **Benefit** Coverage **During** Layoff

36.05 A regular Employee who is laid off may make arrangements prior to her date of layoff to pay the full premiums of any applicable benefit plans to assure continuation of such protection, if so desired. Such arrangement shall continue **so long as** the regular Employee **has** rights to recall and she makes her **full** premium payments. Failure by the regular Employee to submit the **full** premium payments will result in the Employer discontinuing benefit coverage for that Employee.

Recall Process

- 36.06** (a) For the purposes of clause **36.06 through 36.10**, "full layoff" shall mean that a regular Employee does not hold a regular or temporary position due to the application of ~~this~~ **Article**.
- (b) For the purposes of clause **36.06 through 36.10**, "partial layoff" shall mean that a regular Employee has suffered a reduction in regularly scheduled hours or has been placed in a position in a lower pay grade due to the application of ~~this~~ **Article**.

- (c) All regular and temporary vacancies shall be posted and administered in accordance with Article 33: Appointments, Promotions, Transfers and Vacancies. When there are regular Employees on full and partial layoff, the applications for these postings will be considered in the following order:
- (i) Regular Employees and Employees on full and partial layoff in the classification of the posted position; then,
 - (ii) Regular Employees and Employees on full and partial layoff in other classifications; then,
- (d) Where there are no applicants for a posted vacancy, or there are no suitable applicants, the most senior regular Employee on full and partial layoff who **has** the skills, training, knowledge and ability to **perform** the work required shall be offered the position. The method of recall shall be by telephone and, if contact with the Employee is not accomplished, by registered letter or letter delivered by courier to the Employee's last **known** place of residence or by personal delivery of same. When dispatched by registered letter, the letter shall be deemed delivered five (5) calendar days **from the** date of mailing. When dispatched by courier, the letter shall be deemed received by the Employee on the date it was delivered by courier. The Employee **so** notified will report for work **as** directed but in any event shall notify the Employer of her intent no later than seven calendar (7) days following the delivery date.
- (e) **No** new regular or temporary Employees will be hired while there are other Employees who possess the requisite skills, training, knowledge and ability for the available job and who are on full layoff. However, in the event the position is not filled in accordance with Article 33: Appointments, Promotions, Transfers and Vacancies and sub-clauses 36.06 (c) and (d), casual and external applicants may be considered.

36.07 Other than for the continuation of seniority, discipline, grievance and arbitration rights, and rights and benefits **arising** under **this** Article, an Employee's rights while on full layoff shall be limited to the right to recall.

Termination of Recall Rights while on Full Layoff

- 36.08** (a) Employment shall be deemed terminated when an Employee does not return from full layoff when notified to do **so**, or on the expiry of twelve (12) months from the date of full layoff, whichever first occurs.
- (b) **An** Employee's right to recall will expire if the Employee refuses recall to a position with the same or greater regularly scheduled hours and the same pay **grade as** their **pre-layoff** position or on the expiry of twelve (12) months from the date of full layoff, whichever **first occurs**.

- (c) If an Employee is a successful applicant on a competition, in accordance with sub-clause 36.06 (c), and that position **has** the **same** or greater regularly scheduled hours and is in the same or higher pay grade **as** the position held prior to the layoff, **her** recall rights will be terminated.
- (d) If **an** Employee on full layoff accepts a position with less regularly scheduled hours than her **pre-layoff** position she will be governed by the provisions of clause 36.09 **as** it relates to recall **rights**.
- (e) **An** Employee may accept or **refuse** recall to a position with **less** regularly scheduled hours or in a lower pay grade than their **pre-layoff** position without affecting her right **to** recall.
- (f) Where an Employee on full layoff **has** been recalled to **a** temporary position, the Employee will retain all recall rights for the twelve **(12)** months from the date of full layoff.

Termination of Recall Rights while on Partial Layoff

- 36.09 (a) *An* Employee's right **to** recall will **terminate** if the Employee **refuses** recall to a position with the same or greater regularly scheduled hours and the same pay grade as their **pre-layoff** position or on the expiry of twelve (12) months from the date of layoff, whichever first **occurs**.
- (b) **An** Employee may accept or **refuse** recall to a position with less regularly scheduled hours or in a lower pay grade than her **pre-layoff** position without affecting her right of recall.
- (c) Where **an** Employee on partial layoff has been recalled to **a** temporary position, the Employee will retain all recall rights for the twelve (12) months **from** the date of partial layoff.

Casual Shifts

- 36.10 (a) Employees on full and partial layoff shall submit a completed availability sheet on a regular basis to the Employer, indicating their availability to work casual **shifts**.
- (b) **Casual** shifts shall be offered to Employees who have completed their availability sheets and who have the skills, training, knowledge and ability to perform the work, in the following order:
 - (i) Regular Employees on partial layoff in order of seniority; then
 - (ii) Regular Employees on full layoff in order of seniority; then
 - (iii) **Regular** Part-time Employees; then

(iv) Temporary and Casual Employees.

- (c) In the event that a regular Employee on layoff accepts an offer to work as a Casual or Temporary Employee, such Employee shall be governed by the Collective Agreement provisions applicable to **Casual and** Temporary Employees, However, regular Employees on full or partial layoff who refuse casual shifts may do so without adversely impacting their recall rights.
- (d) This obligation to offer casual shifts according to clause 36.10 shall expire on twelve (12) months ~~from~~ the date the Regular Employee was ~~reduced~~ in regularly scheduled hours of work as a result of the application of this article, or twelve (12) months ~~from~~ the date the Regular Employee was on full layoff, whichever is applicable.

Subcontracting, Leasing or Technological Change

- 36.11 (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 affected by the implementation of sub-clause 36.11 (a) and end up in a 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.

Operation of Layoff and Recall Article

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

ARTICLE 37: CASUAL AND TEMPORARY EMPLOYEES

- 37.01 Except **as** specifically provided hereinafter, the provisions of **this** Collective Agreement shall not apply to Casual and Temporary Employees.
- 37.02 Casual and Temporary Employees required to work on a **Named** Holiday shall be paid at one point five times (1.5X) their basic rate of pay for all hours **worked** on the Named Holiday.

37.03 Casual and Temporary Employees shall be paid four decimal six (~~4.6~~) percent of their earnings at the basic rate of pay and of their vacation pay in lieu of Named Holidays.

37.04 Casual and Temporary Employees shall be paid in addition to their earnings:

- (a) six (6) percent of their earnings at the basic rate of pay during the first (1st) to third (3) employment years; or
- (b) eight (8) percent of their earnings at the basic rate of pay during the fourth (4th) and subsequent employment years if applicable; in lieu of vacation.

37.05 Casual Employees shall be allowed:

- (a) twenty-one (21) calendar days ~~off~~ without pay for their vacation after the first (1st) to third (3) years 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 Casual 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**

Casual and Temporary Employees are not entitled to participate in the Health Benefits Plan.

37.08 (a) A Casual 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. If the Employee travels for such purpose by private automobile, reimbursement shall be in accordance with The CAPITAL CARE Group's established rate from the Employee's residence to the Centre and return provided the return is prior to the commencement of her next ~~shift~~.

(b) A Casual 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 point seven five (7.75) hours per day shall be paid at the rate of one point five times (1.5X) 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 point five (77.5) hours in a fourteen (14) calendar day period shall be paid at one point five times (1.5X) the basic rate of pay.
- (b) Failure to provide at least twelve (12) 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 twelve (12) hours' rest between scheduled shifts.
- (c) (i) On-call duty shall mean any period during which a Casual 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 Casual 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 zero zero zero one (0001) hours on the Named Holiday to twenty-four hundred (2400) hours of the same day.
 - (iii) A Casual 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 Sub-clause 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 Clause 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 Casual or Temporary Employee is regularly scheduled, she shall not be required to layoff during a regularly scheduled shift to equalize any overtime previously worked.
- 37.10 Casual and Temporary Employees will be entitled to time off without pay in lieu of bereavement leave pursuant to Article 31 : Bereavement Leave.
- 37.11 Casual and Temporary Employees do not accumulate seniority except as provided in Article 35: Seniority.

- 37.12** Temporary Employees may be required to submit satisfactory proof to the Employer of any illness, non-occupational accident or quarantine.
- 37.13** Workers' Compensation Board coverage will be provided for Casual and Temporary Employees.
- 37.14** A Casual 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.
- 37.15** The provisions of Articles **1, 2, 3, 4, 5, 6, 7, 8, 9, 11, 12, 14, 15, 20, 21, 22, 32**, Sub-clause **33.04** (d), Clause **35.04** and Article **38**, shall apply to Casual and Temporary Employees.
- 37.16 Reporting Pay**
- A Casual or Temporary 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 Sub-clause **37.09(a)**; or
 - (b) three (3) hours at the basic rate of pay;
- whichever is greater.
- 37.17** The provisions of Clauses **16.01** through **16.04** and **16.07** in Article 16: ~~Hours~~ of Work apply to Casual and Temporary Employees employed in a regularly scheduled full-time or part-time capacity and:
- (a) ~~the~~ provisions of Clause **16.05** in Article 16: ~~Hours~~ of Work apply to Casual and Temporary Employees who are employed in a regularly scheduled full-time capacity.
 - (b) the provisions of Clause **16.06** in Article 16: ~~Hours~~ of Work apply to Casual and Temporary Employees who are employed in a regularly scheduled part-time capacity.
- 37.18** Casual and Temporary Employees shall be permitted one (1) rest period of fifteen (15) minutes during each period of ~~three~~. point eight seven five (**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.
- 37.19** Temporary Employees shall be on probation for the first six hundred and ~~twenty-five~~ (**625**) hours worked, or nine (9) months, whichever is shorter. The probation period ~~may~~ be extended by mutual agreement, in writing, ~~between~~ the Employer, the Union and the temporary Employee. However, in no event will a temporary Employee's total probation period exceed nine hundred and fifty (950) hours, or twelve (**12**) months, whichever is

shorter. Prior **to** the extension of a probation period, the Employer shall complete a performance review outlining areas **where** the temporary Employee must demonstrate improved performance. If a temporary Employee is determined by the Employer to be unsatisfactory, she may be dismissed at any time during the probation period without notice.

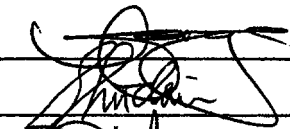
ARTICLE 38: COPIES OF COLLECTIVE AGREEMENT

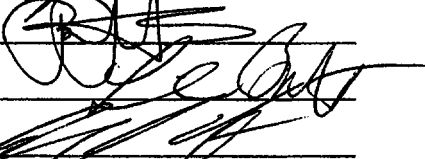
- 38.01** Within sixty (60) days of the signing of **this** Collective Agreement the Parties shall provide Employees with copies,
- 38.02** The Employer shall provide a copy of the Collective Agreement to each new Employee upon appointment.
- 38.03** The Agreement shall be printed in pocket size form and the **costs** shall be shared equally between the Parties. Selection of the **printers** and printing of the Collective Agreement shall be the joint responsibility of the Employer and the Canadian Union of Public Employees.
- 38.04** The **final** version of the Collective Agreement shall be maintained in electronic form and both the Employer and the Union shall be provided with a copy of the final version of the Collective Agreement on disk.

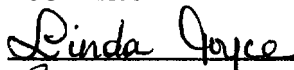
The undersigned hereby certify that the foregoing Collective Agreement sets forth properly the terms and conditions agreed upon in negotiations. In witness whereof, the Parties hereto have cawed these presents to be executed by their duly authorized **officers** in that behalf the day and year written.

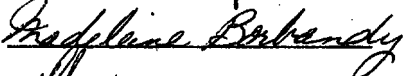
ON BEHALF OF *The* CAPITAL
CARE! Group

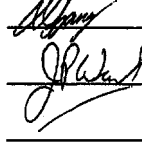
ON BEHALF OF THE CANADIAN
UNION OF PUBLIC EMPLOYEES,
LOCAL 1158











DATE: November 7, 2003

DATE: Nov 7th 2003

Salaries Appendix A
Effective July 1, 2003

*Please refer to Letter of Understanding 11: Lump Sum Payments for Food Services and Housekeeping staff.

‡Please refer to Letter of Understanding 12 and Letter of Understanding 13: Administration of Education Allowance

CLASSIFICATIONS	STEPS						
	1	2	3	4	5	6	7
Community & Home Support Worker	\$10.93	\$11.55	\$12.14	\$12.70	\$13.27		
Cooks Assistant*	\$10.38	\$10.97	\$11.56	\$12.74	\$13.87		
Driver	\$11.57	\$12.17	\$12.79	\$13.99	\$15.41		
Food Services Aide*	\$9.27	\$9.84	\$10.45	\$11.64	\$12.68		
Food Services Attendant*	\$10.38	\$10.97	\$11.56	\$12.74	\$13.87		
Food Services Cashier*	\$9.97	\$10.56	\$11.16	\$12.33	\$13.58		
Housekeeping Aide*	\$9.27	\$9.84	\$10.45	\$11.64	\$12.68		
Housekeeping Attendant*	\$10.38	\$10.97	\$11.56	\$12.74	\$13.87		
House Leader	\$14.15	\$15.15	\$16.15				
Journeyman Cook I*	\$12.56	\$13.16	\$13.75	\$14.93	\$16.44		
Laundry Worker	\$10.69	\$ 1.30	\$11.91	\$13.12	\$14.29		
Lead Community & Home Support Worker	\$14.15	\$15.15	\$16.15				
Maintenance Worker I	\$10.51	\$11.13	\$11.72	\$12.96	\$14.26		
Maintenance Worker II	\$12.49	\$13.10	\$13.72	\$14.95	\$16.44		
Maintenance Worker III	\$14.95	\$15.56	\$16.16	\$17.40	\$19.24		
Non-Journeyman Cook*	\$11.47	\$12.06	\$12.66	\$13.83	\$15.15		
Nursing Attendant (Cert.)‡	\$12.37	\$12.76	\$13.27	\$13.66	\$14.17	\$14.61	\$15.03
Nursing Attendant (Non-Cert.)	\$12.37	\$12.76	\$13.27	\$13.66	\$14.17		
Nursing Equipment & Supply Coordinator	\$13.36	\$14.52					
Rehabilitation Attendant	\$12.37	\$12.76	\$13.27	\$13.66	\$14.17		
Resident Companion	\$11.98	\$12.37	\$12.80	\$13.31	\$13.70		
Unit Clerk	\$10.90	\$11.52	\$12.12	\$13.35	\$14.68		

Salaries Appendix B
Effective October 1, 2003 or date of ratification, whichever is later

<u>CLASSIFICATIONS</u>	STEPS					
	1	2	3	4	5	6
Nursing Attendant (Cert.)	\$12.76	\$13.27	\$13.66	\$14.17	\$14.61	\$15.03

Salaries Appendix C
Effective July 1, 2004

*Please refer to Letter of Understanding 11: Lump Sum Payments for Food Services and Housekeeping staff.

CLASSIFICATIONS	STEPS					
	1	2	3	4	5	6
Community & Home Support Worker	\$11.15	\$11.78	\$12.38	\$12.95	\$13.54	
Cooks Assistant*	\$10.38	\$10.97	\$11.56	\$12.74	\$13.87	
Driver	\$11.80	\$12.41	\$13.05	\$14.27	\$15.72	
Food Services Aide*	\$9.27	\$9.84	\$10.45	\$11.64	\$12.68	
Food Services Attendant*	\$10.38	\$10.97	\$11.56	\$12.74	\$13.87	
Food Services Cashier*	\$9.97	\$10.56	\$11.16	\$12.33	\$13.58	
Housekeeping Aide*	\$9.27	\$9.84	\$10.45	\$11.64	\$12.68	
Housekeeping Attendant*	\$10.38	\$10.97	\$11.56	\$12.74	\$13.87	
House Leader	\$14.43	\$15.45	\$16.47			
Journeyman Cook I*	\$12.56	\$13.16	\$13.75	\$14.93	\$16.44	
Laundry Worker	\$10.90	\$11.53	\$12.15	\$13.38	\$14.58	
Lead Community & Home Support Worker	\$14.43	\$15.45	\$16.47			
Maintenance Worker I	\$10.72	\$11.35	\$11.95	\$13.22	\$14.55	
Maintenance Worker II	\$12.74	\$13.36	\$13.99	\$15.25	\$16.77	
Maintenance Worker III	\$15.25	\$15.87	\$16.48	\$17.75	\$19.62	
Non-Journeyman Cook*	\$11.47	\$12.06	\$12.66	\$13.83	\$15.15	
Nursing Attendant (Cert.)	\$13.02	\$13.54	\$13.93	\$14.45	\$14.90	\$15.33
Nursing Attendant (Non-Cert.)	\$12.62	\$13.02	\$13.54	\$13.93	\$14.45	
Nursing Equipment & Supply Coordinator	\$13.63	\$14.81				
Rehabilitation Attendant	\$12.62	\$13.02	\$13.54	\$13.93	\$14.45	
Resident Companion	\$12.22	\$12.62	\$13.06	\$13.58	\$13.97	
Unit Clerk	\$11.12	\$11.75	\$12.36	\$13.62	\$14.97	

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")

CLAUSE 27.06: WORKERS' COMPENSATION

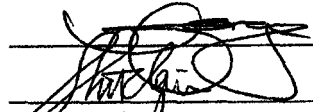
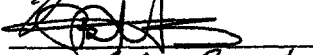

In the event the Federal Government changes the non-taxable status of Workers' Compensation payments, the Parties agree the following clause will be reinstated into the Collective Agreement:

- 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) **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 that 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

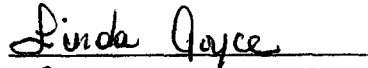
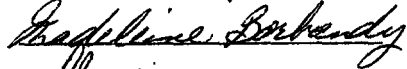


- (iii) the Employee keeps the Employer informed regarding the status of her WCB claim and provides any medical or claim information that may be required by the Employer to determine the Employee's ability to perform the ~~work~~ the Employer may have available.
- (c) Subject to the provisions of Article 14: Salaries, 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 Sub-clause 27.06(b) shall be deemed ~~to~~ be on a leave of absence without pay.

ON BEHALF OF **THE** EMPLOYER

DATE: November 7, 2003

ON BEHALF OF THE UNION

DATE: Nov 17th 2003

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")

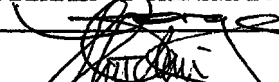
SUB-CLAUSE 27.06(b): WORKERS' COMPENSATION

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.


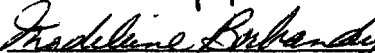
The Parties shall meet to ~~re-negotiate~~ the higher maximum deduction within thirty (30) calendar ~~days~~ of becoming aware of the event ~~giving~~ rise to the need for the higher maximum deduction. If ~~a~~ satisfactory conclusion to such negotiations is not reached within ~~sixty~~ (60) calendar days from the date the ~~Parties~~ served/received notice to renegotiate the higher maximum deduction, ~~the matter~~ shall be referred to Arbitration in accordance with Article 12: Grievance Procedure.

ON BEHALF OF THE EMPLOYER



DATE: November 7, 2003

ON BEHALF OF THE UNION

DATE: NOV 7TH 2003

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 36: LAYOFF AND RECALL PROCEDURE

The Parties agree when an Employee has been given notice of layoff in accordance with the notice provisions of Article 36: Layoff and Recall Procedure, 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. The Employee notifies the Employer at least twenty-four (24) hours prior to the interview;
2. 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

DATE: November 7, 2003

ON BEHALF OF THE UNION

DATE: Nov 11th 2003

LETTER OF UNDERSTANDING#4

Between

The CAPITAL CARE Group
(hereinafterreferred to as the "Employer")

and

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

SALARY RATES FOR ADDITIONAL EOURS

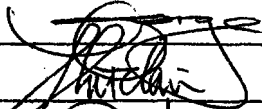
The following outlines the rate of pay for regular part-time Employees who accept additional **hours**:


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

2. Regular part-time Employees working additional **hours** in a different classification outside of their **own** department will be paid in accordance with Clause 14.03.

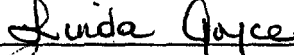
ON BEHALF OF THE **EMPLOYER**

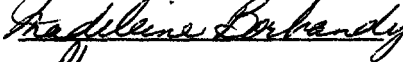






DATE: November 7, 2003

ON BEHALF OF THE **UNION**









DATE: Nov 17th 2003

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")

Re: Affecting Employees Regularly Scheduled for .96 and Greater Full-Time Equivalencies

The Parties agree that all Employees who are regularly scheduled for point nine six (.96) or greater full time equivalencies will be granted the following:

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

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

ON BEHALF OF THE EMPLOYER

~~_____~~
~~_____~~
~~_____~~
~~_____~~
~~_____~~
~~_____~~

DATE: November 7, 2003

ON BEHALF OF THE UNION

Linda Joyce
Madeline Embury

DATE: Nov 7th 2003

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: SUBROGATION

The Parties hereby agree that sick leave is provided by the Employer for the purpose of insuring the maintenance of regular earnings, during absences due to illness or accidents for which compensation is not payable under the Workers' **Compensation Act** or for quarantine by the Medical **Officer** of Health.

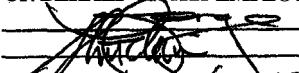
Furthermore, the Parties agree that the sick leave provisions, **as** they provide compensation to Employees for actual lost wages during the course of their illness or non-occupational injury, constitute **a** contract of indemnity and are therefore subject to the Employer's right of reimbursement of sick leave earnings should the utilization of those earnings be as a result of the negligence of a third party.

Based on the legal principle that the negligence of a third party causing an illness or accident (example: car accident) has caused **the** Employer harm, due to the loss of **services** of the injured or ill Employee and the cost of sick leave/vacation benefits, the Employer is entitled to claim against the responsible party for its loss. It is in the Employee's best interests to include the Employer **in** any law suit against the negligent third party as their sick/vacation banks will be reinstated proportionateto the **amount** of sick leave/vacation **costs** recovered.

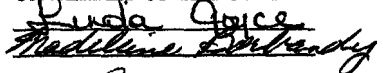
Therefore, if an Employee is involved in a motor vehicle accident or becomes ill **as** a result of the negligence of a third party and they **are** legally represented, they have the right to apply for subrogation. Subrogation is **a** process which provides the Employer with the opportunity to recover all or part of the sick leave and/or vacation benefits paid to the Employee during their absence.

Upon payment of the net reimbursement **amount**, and subject to the terms and conditions of The CAPITAL CARE Group's Reimbursement Agreement, the Employer will reinstate the Employee's sick bank proportionateto the extent of reimbursement received.

ON BEHALF OF THE EMPLOYER


DATE: November 7, 2003

ON BEHALF OF THE UNION


DATE: Nov. 9, 2003

LETTER OF UNDERSTANDING #7

Between

The CAPITAL CARE Grow

(hereinafter referred to as the "Employer")

- and -

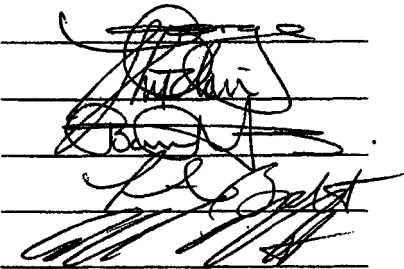
THE CANADIAN UNION OF PUBLIC EMPLOYEES, LOCAL 1158

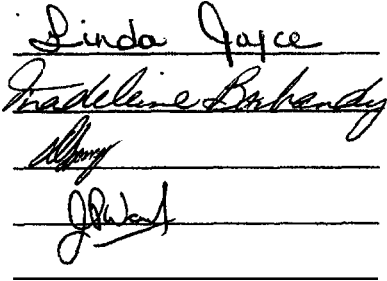
(hereinafter referred to as the "Union")

The Parties agree that for each hour that a Rehabilitation Attendant is working in the Driver position, the Rehabilitation Attendant will receive the difference in pay between the top pay step of the Driver salary grid and the top pay step of the Rehabilitation Attendant salary grid as set out in the Salaries Appendix.

ON BEHALF OF THE EMPLOYER

ON BEHALF OF THE UNION





DATE: November 7, 2003

DATE: Nov 11th 2003

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")

Article 35: Seniority and Article 36: Layoff & Recall Procedure - Recall Rights

The purpose of this Letter of Understanding is to replace, or otherwise amend, certain terms and conditions in the core of this Collective Agreement as it applies to all Employees hired prior to **October 8, 2003**.

1. Amend Clause 35.02 to read:

"35.02 For all Employees hired prior to **October 8, 2003**, 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 have expired following layoffs, during which time the regular Employee has not been recalled to work;
- (c) a regular Employee does not return to work on recall."

2. Amend Clauses 36.08, 36.09 and 36.10 to read:

"Termination of Recall Rights while on Full Layoff

- 36.08 (a) Employment shall be deemed terminated when an Employee does not return from full layoff when notified to do so, or on the expiry of twenty-four (**24**) months from the date of full layoff, whichever first occurs.
- (b) An Employee's right to recall will expire if the Employee refuses recall to a position with the same or greater regularly scheduled hours and the same pay grade as their pre-layoff position or on the expiry of twenty-four (**24**) months from the date of full layoff, whichever first occurs.

- (c) If **an** Employee is a successful applicant on a competition, in accordance with Sub-clause 36.06 (c), and that position has the same or greater regularly scheduled hours and is in the same or higher pay grade **as** the position held prior to the layoff, her recall rights will be terminated.
- (d) If **an** Employee on full layoff accepts a position with **less** regularly scheduled hours than her **pre-layoff** position she will be governed by the provisions of Clause **36.09 as** it relates to recall **rights**.
- (e) **An** Employee may accept or refuse recall to a position with less regularly scheduled hours or in a lower pay grade than their **pre-layoff** position without affecting her right **to** recall.
- (f) Where an Employee **on full** layoff has been recalled to a temporary position, **the** Employee will retain all recall rights for the **twenty-four (24)** months from the date of full layoff.

Termination of Recall Rights while on Partial Layoff

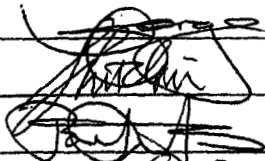
- 36.09 (a) An Employee's right to recall will terminate if the Employee refuses recall to a position with the same or greater regularly scheduled hours and the same pay grade as **their pre-layoff** position or on the expiry of **twenty-four (24)** months **from** the date of layoff, whichever first occurs.
- (b) An Employee may accept or **refuse** recall to a position with less regularly scheduled hours or in a lower pay grade than her **pre-layoff** position without affecting her right of recall.
- (c) Where **an** Employee on partial layoff has been recalled to a temporary position, the Employee will retain all **recall rights** for the **twenty-four (24)** months from the date of partial layoff.


Casual **shifts**


- 36.10 (a) Employees on full and partial layoff shall submit a completed availability sheet on a regular basis to the Employer, **indicating** their availability to work casual **shifts**.
- (b) Casual **shifts** shall be offered to Employees who have completed their availability sheets and who have the **skills**, training, knowledge and ability **to** perform the work, in the following order:
 - (i) Regular Employees on partial layoff in order of seniority; then
 - (ii) Regular Employees on full layoff in order of **seniority**; then

- (iii) Regular Part-time Employees; then
- (iv) Temporary **and Casual** Employees.
- (c) In the event that a regular Employee on layoff accepts an offer to **work as** a Casual or Temporary Employee, such Employee shall be governed by **the** Collective Agreement provisions applicable to **Casual** and Temporary Employees. However, regular Employees on full or partial layoff who refuse casual **shifts** may do **so without** adversely impacting **their** recall rights.
- (d) This obligation to offer casual **shifts** according to Clause 36.10 shall expire on twenty-four **(24)** months **from** the date the Regular Employee **was** reduced in regularly scheduled hours of work **as** a result of the application of **this** Article, or twenty-four **(24)** months **from** the date **the** Regular Employee was on full layoff, whichever is applicable.

ON BEHALF OF THE EMPLOYER

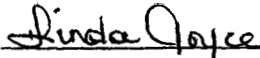


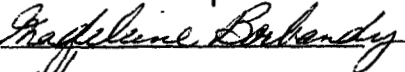






DATE: November 7, 2003

ON BEHALF OF THE UNION









DATE: Nov 7th 2003

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: MUTUAL AGREEMENT TO ADJUST FTEs

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

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

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

1. Requests by **regular** Employees **to** decrease regular hours of work
 - (a) Requests **from** regular Employees to decrease their regular hours of work shall be made, in writing, to the Employer. The Employer shall indicate approval or rejection, in writing, within fourteen **(14)** days of the request.
 - (b) A request to decrease regular hours of work shall indicate the requested number of shifts to be decreased. Employees shall not be permitted **to** amend the **length** of their shift through this process.
 - (c) A regular Employee cannot decrease her FTE to less than a point four (.4) FTE pursuant to **this** Letter of Understanding.
2. Increasing regular hours of **work** as a result of point 1:
 - (a) If the number of hours vacated by a regular Employee **as** a result of the implementation of point 1 of **this** Letter of Understanding is less **than** point four (.4) FTE, such additional or residual hours shall be offered, in whole or in part, to regular part-time Employees **working** in the same classification in the same **unit**, department or program of the Centre, in order of **seniority**.
 - (b) If the number of hours vacated equals or exceeds point four (.4) FTE, these shall be posted in accordance with Article 33: Appointments, Promotions, Transfers and Vacancies.

- (c) If there are no qualified applicants from the posting(s) in point 2(b) above, the remaining **shifts** shall be offered, in whole or in part, to regular part-time Employees working in the same classification in the same unit, department or program of the Centre, in order of **seniority**.
 - (d) A regular part-time Employee may add to her regular hours of work, only those hours from the vacant position(s) that can be accommodated in her schedule without violating the scheduling provisions of this Collective Agreement.
3. Increasing regular hours of work as a result of funding increases:
- (a) If newly funded additional regular hours become available in the Centre that result in FTEs of less than point four (.4), such additional hours shall be offered, in whole or in part, **to** regular part-time Employees working in the same classification in the same **unit**, department or program of the Centre, in order of seniority.
 - (b) If the number of hours available equals or exceeds point four (.4) FTE, these shall be posted in accordance with Article 33: Appointments, Promotions, Transfers and Vacancies.
 - (c) If there are no qualified applicants from the posting(s) in point 3 (b) above, the remaining shifts may be offered, in whole or in part, to regular part-time Employees working in the **same** classification in the **same unit**, department or program of the Centre, in order of **seniority**.
 - (d) A regular part-time Employee may add to her regular hours of work, **only** those hours that can be accommodated in her schedule without violating **the** scheduling provisions of **this** Collective Agreement.
4. **This** Letter of Understanding may be used to achieve reductions in FTE due to case mix index funding fluctuations.
5. A regular part-time Employee may become a regular full-time Employee **through the** operation of **this** Letter of Understanding.
6. No Employee may decrease or increase her regular hours of work pursuant to **this** Letter of Understanding more **frequently** than once in a calendar year, **unless** otherwise agreed between the Employer and the Union.
7. Where any change to a regular Employee's FTE arises as a result of the implementation of **this** Letter of Understanding, the Employer shall issue a letter to the Employee confirming the Employee's new regular hours of work in accordance with **this** Collective Agreement.
8. Where mutual agreement is not reached to amend FTEs in accordance with **this** Letter of Understanding, the provisions of **this** Collective Agreement shall apply.

- 9. Where there is mutual agreement between the Parties to alter an Employee's regular hours of work, the implementation of the provisions of this Letter of Understanding shall not be considered a violation of Article 33: Appointments, Promotions, Transfers and Vacancies, Article 36: Layoff and Recall Procedure and Article 37: Casual and Temporary Employees.

ON BEHALF OF THE EMPLOYER

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DATE: November 7, 2003

ON BEHALF OF THE UNION

Linda Joyce
Madeline Barbendy
[Signature]
[Signature]

DATE: Nov 7th 2003

LETTER OF UNDERSTANDING#11

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: LUMP SUM PAYMENTS FOR FOOD SERVICES AND HOUSEKEEPING STAFF

The Parties agree that the Employer will provide a lump sum payments in lieu of increases to the basic rates of pay contained in the Salaries Appendix for all classifications working in Food Services and Housekeeping. The lump sum payments shall be considered pensionable earnings.

Who the Lump Sum Payments Apply To

The lump sum payment will apply to the following classifications:

Cook's Assistant
Food Services Aide
Food Services Attendant
Food Services Cashier
Housekeeping Aide
Housekeeping Attendant
Journeyman Cook
Non-Journeyman Cook

Amount of Lump Sum Payments

A 2% lump sum payment will be paid for the period July 1, 2003 to June 30, 2004.

A 2% lump sum payment will be paid for the period July 1, 2004 to June 30, 2005.

How the Lump Sum Payments are Calculated

2% lump sum payments will be paid in accordance with the following formulae:

For the period July 1, 2003 to June 30, 2004:

2% x all hours worked in one or more of the classifications listed above between July 1, 2002 to June 30, 2003 x basic rate of pay on June 30, 2003

For the period July 1, 2004 to June 30,2005:

2% x all hours worked in one or more of the classifications listed above between July 1, 2003 to June 30, 2004 x basic rate of pay on June 30, 2004

When the Lump Sum Payments Will be Paid

The payment for the period of July 1, 2003 to June 30, 2004 will be paid in the first pay period following the date of ratification of this Collective Agreement.

The payment for the period of July 1, 2004 to June 30, 2005 will be paid in the first pay period in July 2004.

Review of Lump Sum Payments Effective July 1, 2004

The Parties agree that, in the event that negotiations between Capital Care and AWE for the auxiliary nursing/general support services agreement result in lump sum payments for all Food Services and Housekeeping classifications, effective July 1, 2004, that exceed the lump sum payments for all Food Services and Housekeeping classifications in this Collective Agreement, then effective July 1, 2004, the Employer will increase the lump sum payments for those classifications to the same level in order to match exactly the lump sum payments in the Capital Care/AUPE auxiliary nursing/general support services agreement.

ON BEHALF OF THE EMPLOYER

L. E. Baker

DATE: November 7, 2003

ON BEHALF OF THE UNION

Linda Joyce
Madeline Barbardy
Allyson
J. Baker

DATE: Nov 17th 2003

LETTER OF UNDERSTANDING #12

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: ADMINISTRATION OF EDUCATIONAL ALLOWANCE –NURSING
ATTENDANT (CERT.)**

The Parties agree as follows:

1. **This** Letter of Understanding shall be applicable to Employees in the Nursing Attendant (Cert.) classifications.
2. For the purpose of determining an Employee's access to an educational allowance pay step under this Letter of Understanding, the Employer shall recognize the following courses or certificates, or equivalencies, as determined by the Employer, from bona fide post-secondary institutions, supported by proof submitted by the Employee:
 - (a) Personal Care Attendant (PCA);
 - (b) Personal Support Aide (PSA);
 - (c) Graduate Practical Nurse (GPN).
3. (a) Employees in the Nursing Attendant (Cert.) classification who, at October 1, 2003 are at pay step 1, 2, 3, 4 or 5, shall be advanced one pay step on the salary grid for the Nursing Attendant (Cert.) classification in Salaries Appendix A, effective October 1, 2003 or date of ~~ratification~~, whichever is later.
 - (b) Effective ~~October~~ 1, 2003 or date of ratification, whichever is later, as a result of the implementation of point 3 (a) above, pay step one of Salaries Appendix A will be eliminated for the classification covered by this Letter of Understanding and therefore Salaries Appendix B will replace Salaries Appendix A effective the same date.
 - (c) As a result of the implementation of Salaries Appendix B on October 1, 2003, Employees in the Nursing Attendant (Cert.) classification will have their placement on the pay **step** adjusted to reflect the elimination of pay **step** one of Salaries Appendix A and to reflect the implementation of Salaries Appendix B. No Employee shall have their hourly rate of pay reduced as a result of the implementation of Salaries Appendix B.

- (d) Regular Full-Time Employees **as** detailed in 3(a) above, shall have their anniversary date, for the purpose of an annual increment, changed to October 1, 2003 or date of ratification, whichever is later.
- (e) Part-Time and **Casual** Employees, **as** detailed in 3(a) above, who advance a pay step shall be entitled to advance a M e r pay step following the completion of one thousand, eight **hundred and thirteen** point five (1813.5) **hours** worked from October 1, 2003 or date of ratification, whichever is later.

4. **An Employee shall be eligible to advance a maximum of one pay step in the application of this Letter of Understanding.**

ON BEHALF OF THE EMPLOYER

ON BEHALF OF THE UNION

~~_____~~
~~_____~~
~~_____~~

_____ *Pinda Joyce*
 _____ *Margeline Bibeau*
 _____ *[Signature]*

 _____ *[Signature]*

DATE: November 7, 2003

DATE: Nov 7th 2003

LETTER OF UNDERSTANDING # 13

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")

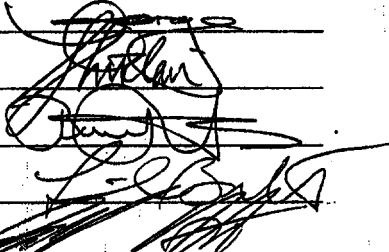
**RE: NURSING ATTENDANTS (NON-CERT.) ACHIEVING CERTIFICATION
STATUS - ADMINISTRATION OF EDUCATIONAL ALLOWANCE**

The Parties agree as follows:

1. **This** Letter of Understanding shall be applicable to Employees in the Nursing Attendant (Non-Cert.) classification.
2. For the purpose of determining an Employee's access to an educational allowance pay step under **this** Letter of Understanding, the Employer shall recognize the following **courses** or certificates, or equivalencies, as determined by the Employer, **from** bona fide post-secondary institutions, supported by proof submitted by the Employee:
 - (a) Personal Care Attendant (PCA);
 - (b) Personal Support Aide (PSA);
 - (c) Graduate Practical Nurse (GPN).
3. (a) **An** Employee who is covered under Point 1 above, **who** successfully completes one or more recognized courses or certificates **as** outlined in Point 2 above and who provides proof of qualifications to the Employer prior to October 1, 2003, shall be covered by the provisions of Letter of **Understanding 12: Administration of Education Allowance - Nursing Attendant (Cert.)**.
- (b) An Employee **who** is covered under Point 1 above, who successfully completes one or more recognized courses or certificates **as** outlined in Point 2 above and who provides proof of qualifications to the Employer, on or after October 1, 2003 shall be moved to the same pay step in the Nursing Attendant (Cert.) pay grid. Such move shall be paid from the date the Employee provides proof of qualifications to the Employer.
- (c) For Regular Full-Time Employees, the date **as** determined by Point 3(b) above shall become the Employee's anniversary date for increment purposes.
- (d) Part-Time and Casual Employees shall be entitled to a further increment following the completion of one thousand, eight hundred and thirteen point five (1813.5) **hours worked** from the date determined by Point 3(b) above.

3. An Employee shall be eligible to advance a maximum of one pay step in the application of this Letter of Understanding.

ON BEHALF OF THE EMPLOYER



DATE: November 7, 2003

ON BEHALF OF THE UNION

Linda Joyce
Madeline Barbendy
Alamy
John

DATE: Nov 17th 2003

LETTER OF UNDERSTANDING #14

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")

PAY STEPS FOR NURSING ATTENDANTS (CERT.), NURSING ATTENDANTS (NON-CERT.) AND REHABILITATION ATTENDANTS
EFFECTIVE JULY 1, 2004

The **Parties** agree that, in the event that negotiations between CCEBA/Capital Care and AUPE for the auxiliary nursing agreement result in new pay steps for the Nursing Attendant (Cert.), Nursing Attendant (Non-Cert.) **and** Rehabilitation Attendant classifications, effective **July 1, 2004**, that exceed the pay steps for the Nursing Attendant (Cert.), **Nursing** Attendant (Non-Cert.) and Rehabilitation Attendant classifications in this Collective Agreement, then effective **July 1, 2004**, the Employer will increase the pay steps for **those** three classifications to the same level in order to match exactly the pay steps in the CCEBA/Capital Care/AUPE auxiliary nursing agreement.

ON BEHALF OF THE EMPLOYER

ON BEHALF OF THE UNION

Dinda Joyce
Madeline Boichandy

DATE: November 7, 2003

DATE: Nov 17th 2003