

**COLLECTIVE AGREEMENT**

**BETWEEN**

***THE CAPITAL CARE GROUP***

**AND THE**

**ALBERTA UNION OF PROVINCIAL EMPLOYEES**

**Strathcona Care Centre - General Support  
Strathcona Care Centre - Auxiliary Nursing,  
Grandview, Mewburn, Lynnwood Care Centres  
- General Support)**

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## **PREFACE**

This Collective Agreement applies to:

All employees at Strathcona Care Centre (CAPITAL CARE *Strathcona* Campus) when employed in auxiliary nursing care; and

All employees at Strathcona Care Centre (CAPITAL CARE *Strathcona* Campus) when employed in general support services; and

All employees at CAPITAL CARE *Lynnwood* (CAPITAL CARE *Lynnwood* Campus) when employed in general support services, except office personnel, but including nursing assistants; and

All employees at CAPITAL CARE *Grandview* when employed in general support services, and all employees at the Mewburn Veterans Centre when employed in general support services.

COLLECTIVE AGREEMENT made this 3<sup>rd</sup> day of November A.D., 2003

BETWEEN

*The CAPITAL CARE Group*  
(hereinafter referred to as the "Employer")

- and -

**THE ALBERTA UNION OF PROVINCIAL EMPLOYEES**  
(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:

## **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 Alberta Union of Provincial 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, or for whom the Union has attained the status of bargaining agent through voluntary recognition, and whose employment is designated as:
- (a) "Regular Employee" means an Employee 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.
- "Casual Employee" means an Employee 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 an Employee 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)" mean(s) 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 an AUPE 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 forty-five (45) 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 forty-five (45) minutes at the work site at a time mutually agreeable to both parties.
- 5.04 An Employee shall be permitted to wear a lapel pin displaying the Union name and/or logo. It is not the intention of Employees or the Union for Employees to wear anything objectionable to the Employer.

#### **ARTICLE 6: MANAGEMENT RIGHTS**

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

#### **ARTICLE 7: NO 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.

#### **ARTICLE 8: OCCUPATIONAL HEALTH AND SAFETY**

- 8.01 The parties to this Collective Agreement will co-operate to the fullest extent in the matter of occupational health, safety and accident prevention, and the Employer agrees to provide safety equipment when required and to install devices where necessary.
- 8.02 A Capital Care Group Occupational Health and Safety Committee will be established and the Union will have the right to designate two (2) members of the bargaining unit as members of this Committee. This Committee may include representatives from other Employee groups. The number of Employer representatives on the Committee shall not exceed the number of representatives from the Union and other Employee groups.
- 8.03 The basic rate of pay will be paid to such Employee for time spent in attendance at a meeting of this Committee.

- 8.04 The Committee shall meet at least quarterly at a mutually acceptable hour and date or in accordance with the terms of reference established by the Committee. Either the Chairperson or Vice-Chairperson may call a special meeting of this Committee to deal with urgent matters. The terms of reference of the Committee will determine the procedure for dealing with such matters.
- 8.05 The Chairperson of the Committee will be determined in accordance with 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 in Article 4: Union Recognition 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 Clause 11.05: Arbitration in Article 11: 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 Clause 11.05: Arbitration in Article 11: 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 primary functions of a position within the bargaining unit are changed, the Employer shall determine the appropriate classification for such position, subject to an appeal by the incumbent regular employee in accordance with Article 11: Grievance Procedure, commencing at Step 2.

**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 for a matter that has been referred to the Arbitration Board.

#### **ARTICLE 10: BULLETIN BOARD SPACE**

- 10.01 The Employer shall provide bulletin boards to be placed in reasonably accessible locations upon which designated space shall be provided where the Union shall have the right to post notice of meetings and such other notices as may be of interest to employees. The Employer reserves the right to request that posted material damaging to the Employer be 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.

#### **ARTICLE 11: GRIEVANCE PROCEDURE**

##### **11.01 Grievances**

- (a) A grievance shall be defined as any difference arising out of an interpretation, application, administration or alleged violation of this Collective Agreement.
- (b) An individual grievance is a dispute affecting one (1) Employee. Such grievance shall be initiated at Step 1 of the grievance procedure as outlined in this Article, except in cases of suspension or dismissal which will commence at Step 3.
- (c) A group grievance is a dispute affecting two (2) or more Employees. Such grievance shall be initiated at Step 2 of the grievance procedure as outlined in this Article. A group grievance shall list all Employees affected by the grievance and the results of such grievance shall apply, proportionately if applicable, to all Employees listed on the original grievance.
- (d) A policy grievance is a dispute involving the question of general application or interpretation of the Collective Agreement which affects more than one (1) Employee. Such grievance shall be initiated by the Union, in writing, to the Director of Human Resources at Step 3 of the grievance procedure, within ten (10) days of the date the Union became aware of, or reasonably should have become aware of, the event leading to the grievance.

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

#### 11.02 Authorized Representatives

- (a) An Employee may be assisted and represented by the Union or a Union Steward when presenting a grievance.
- (b) The Employer agrees that the Union or Union Stewards shall not be hindered, coerced or interfered with in any way with the performance of their functions while investigating disputes as provided for in this Article. However, no Union Steward shall leave her work during working hours except to perform her duties as provided in this Collective Agreement. Therefore, no Union Steward shall leave her work without obtaining the permission of her supervisor, which shall not be unreasonably withheld.
- (c) Union Stewards shall suffer no loss in pay for time spent on the Employer's premises in performing their duties as Union Stewards.

#### 11.03 Steps in the Grievance Procedure

##### Step 1

- (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 ten (10) 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. 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 an Employee alleges that she has been dismissed or suspended without just cause, she may commence her grievance at Step 3, within ten (10) days of the occurrence.

##### Step 2

If the grievance is not resolved under Step 1 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 3**

If the grievance is not resolved under Step 2 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, or designate, with a copy to the Director of Human Resources, who shall hold a hearing within ten (10) days of receipt of the grievance. The Centre Administrator, or designate, shall render a written decision to the Union within ten (10) days of the date of the hearing. If the grievance is not settled at this stage, either party may choose to proceed to Mediation or Arbitration.

#### **11.04 Mediation**

By mutual agreement of the Union and the Employer, the grievance may proceed to mediation. If the grievance proceeds to mediation, one jointly selected mediator shall meet with the parties and within ten (10) days of the request shall:

- (a) investigate the dispute;
- (b) define the issue(s) in dispute; and
- (c) make written recommendations to resolve the dispute.

During the proceedings, the parties shall fully disclose all materials and information relating to the issue(s) in dispute and, as such, are privileged.

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

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

#### **11.05 Arbitration**

- (a) (i) Either party wishing to submit a grievance to Arbitration shall, within ten (10) days of the receipt of the decision at Step 3 of the grievance procedure, notify the other party in writing of its intention to do so and shall inform them of their nominee to the Arbitration Board.
- (ii) The party receiving the notice shall, within ten (10) days of receipt of such notice, notify the other party of their 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.
- (iii) By mutual agreement, the parties may choose to use a single arbitrator (chairperson).

- (b) If the two **(2)** members fail to appoint a third person within the time limits, the Minister of Labour shall appoint a third member who shall be Chairperson of the Arbitration Board.
  - (c) The Arbitration Board shall hear and determine the difference and shall issue an award in writing, and the decision is final and binding upon the Parties and upon the Employee(s) affected by it. The decision of the majority of the Board is the award of the Arbitration Board. When there is no majority decision, the decision of the Chairperson shall be the decision of the Board.
  - (d) Each Party to the difference shall bear the expense of its respective appointee to the Arbitration Board, and the two (2) Parties shall bear equally the expenses of the Chairperson.
  - (e) The Arbitration Board by its decision shall not alter, amend or change the provisions of this Collective Agreement.
- 11.06 Throughout this Article, the reference to "days" shall not include Saturdays, Sundays, or Named Holidays.
- 11.07 The time limits specified throughout the steps of the grievance procedure may be extended by mutual consent in writing between the Union and the Employer.
- 11.08 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.

**ARTICLE 12: EMPLOYEE-MANAGEMENT ADVISORY COMMITTEE**

- 12.01 An Employee-Management Advisory Committee (EMAC) shall be established. The desired functions of the EMAC are to examine and make recommendations regarding the concerns of Employees relative to resident care and other matters related to employment, not covered within the Collective Agreement.
- 12.02 The Union shall provide the names of up to four **(4)** elected Employees and the Employer shall provide the names of up to four **(4)** appointed representatives to sit on the EMAC.
- 12.03 There will be no loss of pay for attendance at EMAC meetings.

**ARTICLE 13: PROBATION PERIOD**

- 13.01 (a) A newly hired Employee shall serve one probation period of five hundred and three point seven five (503.75) hours worked for each period of continuous employment not interrupted by termination or dismissal.



- (b) In the case of Part-time and Temporary Employees who, upon completion of nine (9) calendar months' employment, have not completed five hundred and three point seven five (503.75) hours worked, their probation period shall be deemed to have been completed.
  - (c) The probation period for a regular Full-time, regular Part-time or Temporary Employee may be extended for a period of up to an additional five hundred and three point seven five (503.75) hours worked. In no event will a regular Full-time, regular Part-time or Temporary Employee's total probation period exceed one thousand and seven point five (1007.5) hours worked, or twelve (12) months, whichever is shorter.
  - (d) The probation period for a Casual Employee may be extended for a period of up to an additional five hundred and three point seven five (503.75) hours worked. In no event will a Casual Employee's total probation period exceed one thousand and seven point five (1007.5) hours worked.
- 13.02 The Employer shall provide a paid orientation period for all new Employees.
- 13.03 The Employer shall provide a performance appraisal of each Employee at least once during her probationary period.
- 13.04 If an Employee is determined by the Employer to be unsatisfactory, she may be dismissed at any time during the probation period without notice.

**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.

(d) When a regular Employee achieves a Licensed Practical Nurse position she shall have her salary adjusted in accordance with Clause 14.06.

14.04 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.

14.05 Should the Employer issue an Employee an overpayment of wages and/or entitlements, then the Employer may make the necessary monetary or entitlement adjustments and take such internal administrative action as is necessary to correct such errors. The Employer shall notify the Employee in writing that an overpayment has been made and discuss repayment options. By mutual agreement between the Employer and the Employee, repayment arrangements shall be made. In the event mutual agreement cannot be reached, the Employer shall recover the overpayment by deducting up to ten per cent (10%) of the Employee's gross earnings per pay period.

14.06 An Employee shall have experience satisfactory to the Employer. Provided not more than three (3) 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.

14.07 Only Employees entitled to designation as a Licensed Practical Nurse pursuant to the Health Professions Act, Alberta Regulation 81/2003, Licensed Practical Nurse Profession Regulation shall be employed as a Licensed Practical Nurse.

14.08 (a) An Employee who has completed the required training and who is eligible but not yet registered as a Licensed Practical Nurse pursuant to the Health Professions Act, Alberta Regulation 81/2003, Licensed Practical Nurse Profession Regulation shall be paid at the appropriate rate of pay for a Nursing Attendant.

(b) An Employee who has not maintained current registration as a Licensed Practical Nurse pursuant to the Health Professions Act, Alberta Regulation 81/2003, Licensed Practical Nurse Profession Regulation shall be placed in a casual Nursing Attendant position and shall be paid at the appropriate rate of pay for a Nursing Attendant.

(c) An Employee who has completed the requisite training program pursuant to the Health Professions Act, Alberta Regulation 81/2003, Licensed Practical Nurse Profession Regulation, and who passes the C.N.A.T.S. exams on the first available opportunity to sit said examination following the commencement of employment, shall have her basic rate of pay adjusted retroactively to that for the classification of Licensed Practical Nurse, to the date of hire. Otherwise retroactive adjustment of the basic rate of pay will be restricted to the date on which the examination was written and passed.

#### **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, employees 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 Full-time Employees**

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

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

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

#### 16.02 **Part-time Employees**

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

- (a) up to seven point seven five (7.75) hours in any one (1) day;
- (b) less than thirty-eight point seven five (38.75) work hours per week averaged over one (1) complete cycle of the shift schedule;
- (c) 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.

#### 16.03 **Weekend**

A weekend is defined as Saturday and Sunday assuring a minimum of fifty-six (56) hours off duty.

#### 16.04 **Rest and Meal Breaks**

- (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 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.
- (e) Notwithstanding that the meal break is to be excluded in the calculation of regular hours of work, if the Employer requires an Employee to be readily available for duty during 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 for the meal period or rest period as follows:
  - (i) for a rest period, at two times (2X) her basic rate of pay; or
  - (ii) for a meal period for which the Employee is entitled to be paid in accordance with Sub-clause 16.04 (e), at two times (2X) her basic rate of pay; or
  - (iii) for a meal period for which the Employee is not otherwise entitled to be paid, at two times (2X) her basic rate of pay.

## 16.05 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) Full-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 Employees shall be one of the following:

#### Option 1

- (i) at least fifteen point five (15.5) hours off duty between scheduled shifts;
- (ii) not more that six (6) consecutive days of work without receiving her days off;
- (iii) 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 that two (2) different shift starting times between scheduled days off.

Option 2

- (i) at least fifteen point five (15.5) hours off duty between scheduled shifts;
- (ii) not more than six (6) consecutive days of work without receiving her days off;
- (iii) days of rest on two (2) weekends in a five (5) 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.

Option 3

- (i) at least fifteen point five (15.5) hours off duty between scheduled shifts;
- (ii) not more than seven (7) consecutive days of work without receiving her days off;
- (iii) days of rest on two (2) weekends in a four (4) 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.

(c) **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 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;
- (ii) not more than six (6) consecutive days of work without receiving her days off;
- (iii) 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 fifteen point five (15.5) hours off duty between scheduled shifts;
- (ii) not more than six (6) consecutive days of work without receiving her days off;
- (iii) days of rest on two (2) weekends in a five (5) 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.

Option 3

- (i) at least fifteen point five (15.5) hours off duty between scheduled shifts;
  - (ii) not more than seven (7) consecutive days of work without receiving her days off;
  - (iii) days of rest on two (2) weekends in a four (4) 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.
- (d) Optional scheduling provisions may be mutually agreed to in writing between the Employer and the Union.

(e) Posting of Master Rotations

Master rotations shall be posted twelve (12) weeks in advance or such shorter period as is mutually agreed between the Employer and the Worksite Chair.

(f) 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.

(g) 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.

(h) 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 16.05.



- (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.
- (ii) 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.
- (iv) Employees working shift patterns (a), (e) and (g) in Sub-clause 16.05 (h) (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.

#### 16.06 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 **16.05 (c)** 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 the 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 **16.06 (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 **16.05 (f)** does not apply.
- (e) Where the Employer requires a part-time Employee to work without her having volunteered or agreed to do so, she shall be paid the applicable overtime rate provided in Article **17: Overtime**.

#### **16.07 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.

#### **16.08 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.

#### 16.09 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 fifty cents (\$1.50) 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 the call-back provisions of 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 clause 17.01; or
- (b) four (4) hours at the basic rate of pay, whichever is greater.

#### **19.03 Part-Time Employees**

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

- (a) the overtime rate as specified in clause 17.01; 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 shift differential of one dollar and seventy-five cents (\$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 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 at the rate of thirty (30) cents per kilometre 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 payment 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 (1<sup>st</sup>) and second (2<sup>nd</sup>) employment years an Employee earns a vacation of fifteen (15) working days; or
- (ii) during the third (3<sup>rd</sup>) to fourteenth (14<sup>th</sup>) 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 (25<sup>th</sup>) 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 (1<sup>st</sup>) regularly scheduled work day away on vacation leave and ends on the first (1<sup>st</sup>) 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 (1<sup>st</sup>) and second (2<sup>nd</sup>) employment years an Employee earns a vacation time of twenty-one (21) calendar days; or
- (ii) during the third (3<sup>rd</sup>) to fourteenth (14<sup>th</sup>) employment years an Employee earns a vacation time of twenty-eight (28) calendar days; or
- (iii) during the fifteenth (15<sup>th</sup>) to twenty-fourth (24<sup>th</sup>) employment years an Employee earns a vacation time of thirty-five (35) calendar days; or

- (iv) during the twenty-fifth(25<sup>th</sup>) 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 (1<sup>st</sup>) and second (2<sup>nd</sup>) continuous employment years; or
- (ii) eight (8) percent during the third (3<sup>rd</sup>) to fifteenth (15<sup>th</sup>) continuous employment years; or
- (iii) ten (10) percent during the sixteenth (16<sup>th</sup>) to twenty-fifth (25<sup>th</sup>) continuous employment years; or
- (iv) twelve (12) percent during the twenty-sixth (26<sup>th</sup>) 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 fivetimes (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
  - (c) 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: SICK LEAVE**

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) any 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.
- 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 which is equivalent to twenty-four (24) working weeks.

**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 twenty-four (24) working weeks based upon an Employee's FTE. No credit is granted for fractions of one hundred and sixty-eight (168) hours worked.

i.e. Hours worked = Sick Leave Credit Hours

168 = 12  
252 = 12  
336 = 24  
503 = 24

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

**ARTICLE 27: WORKERS' COMPENSATION**

27.01 Workers' Compensation Board coverage will be provided by the Employer for a regular Employee.

27.02 Regular Employees shall not be paid sick leave benefits when they are absent from work and drawing Workers' Compensation benefits. 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) 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 portion of the health benefits cost share during such leave of absence in accordance with Clause 28.03 in the Health Benefits article of this Collective Agreement.

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**28: HE**      **1**      **1**

- 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 (1<sup>st</sup>) 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 (15<sup>th</sup>) 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) When it is necessary for a Union member to make a request for a leave of absence to perform the duties of any office of the local chapter or of the parent association, the application for leave must be made in writing to the Employer for approval.
- (b) The Employer shall not unreasonably withhold leave of absence for Employees elected or appointed to represent the Union at Conventions, Workshops, Institutes, Seminars, Schools or to attend meetings as a member of the Union's Provincial Executive Board.
- (c) When participating in negotiations with the Employer, representatives of the AUPE shall be granted time off without loss of seniority in order to participate in negotiations with the Employer.
- (d) When leave to attend Union business in accordance with Sub-clauses 30.02 (a), (b) and (c) has been approved, it is granted with pay. The Union shall reimburse the Employer for all monies paid to the Employee while on leave, plus a mutually agreed amount between the Union and the Employer to cover the Employee's benefits and the Employer's administrative costs.
- (e) An Employee who is elected for a full-time position with the Union shall be granted leave of absence without pay and without loss of seniority for maximum period of two (2) years. Such leave of absence shall be renewable for a further term upon request. If it is permissible under any plans identified in Article 28: Health Benefits or in Article 29: Pension Plan, the Employee shall have the right to pay the full cost, including the Employer's share, during the period of such leave of absence.

### 30.03 **Public Service**

- (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 **Parental Leave**

- (a) **Maternity Leave**
  - (i) A regular Employee who has completed six (6) 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.

- (ii) 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.
- (iii) 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.

(b) **Paternity Leave**

A father-to-be who has completed six (6) months' continuous employment shall upon his written request, be granted an unpaid leave to commence two (2) weeks prior to **the** delivery or such longer period as may be mutually agreed between the Employee and the Employer. Such leave shall be without pay and benefits and shall not exceed six (6) months.

(c) **Adoption Leave**

A regular Employee who has completed six (6) 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.

An Employee on parental leave shall provide the Employer with at least twenty-eight (28) calendar days' notice, in writing of their readiness to return to work, following which the Employer will reinstate her in the same or an equivalent position at not less than the same step in the pay scale and other benefits that accrue to her up to the date she commenced leave.

In the event that during the period of an Employee's parental leave, the position from which the Employee is on such leave has been eliminated due to reduction of the workforce or discontinuation of an undertaking or activity and the Employer has not increased the workforce or resumed operations on the expiry of the Employee's parental leave and the returning Employee does not have sufficient seniority to displace any other incumbent, the name of the Employee will be added to the list of laid off Employees. Upon increasing the workforce, resumption of the

business, undertaking, or activity, recall or reinstatement to the workforce shall be in compliance with Article 36: Layoff and Recall Procedure.

**30.05 Education Leave**

- (a) For the purpose of determining salary increments, an Employee who is granted leave of absence for educational purposes, subject to the conditions provided in Clause 30.01, shall be deemed to remain in the continuous service of the Employer for the first eighteen (18) months of such period of leave.
- (b) During an Employee's educational leave, she may work as a Casual Employee with the Employer without adversely affecting her reinstatement to the position from which she is on leave.

**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.
- (c) 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 Upon request, an Employee shall be granted reasonable leave of absence in the event of a death of a member of the Employee's immediate family (i.e. spouse, child, parent, brother, sister, mother-in-law, father-in-law, son-in-law, daughter-in-law, grandparent, grandchild, guardian or fiancée). Spouse shall include common-law and/or same sex relationship. Step-parent, step-children, step-brother and step-sister shall be considered as members of the Employee's immediate family. For the first three (3) calendar days of such leave of absence, the Employee shall suffer no loss of regular earnings. The Employer may extend bereavement leave by up to two (2) additional days. Bereavement leave may include normal days off and /or vacation but no additional payment is due therefore.
- 31.02 In the event of a death of another relative or close friend, the Employer may grant up to one (1) working day off with pay to attend the funeral services.
- 31.03 An Employee shall not be required to take previously unscheduled vacation leave in lieu of bereavement leave when she is entitled to that bereavement leave.

#### **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 created or when a vacancy occurs in any classification covered by this Collective Agreement, 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 mutually agree to waive the five (5) calendar day posting requirement when appropriate.

- (b) 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.
  - (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 33.02(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) 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.

- (b) Employees who are applicants for postings shall be informed in writing of their acceptance within seven (7) calendar days of the date of 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 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) In no event will an Employee's total trial period exceed six hundred and fifty (650) hours worked.
  - (c) 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. #en 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
- 33.08 (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) #en 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.
- 33.09 A regular Employee who applies for and is successful on a temporary posting shall maintain her status as a regular Employee. At the completion of the temporary term, the regular Employee shall return to her former position.
- 33.10 A casual Employee who applies for and is successful on a temporary posting shall receive all entitlements and benefits applicable to a temporary Employee. At the completion of her temporary term, the casual Employee shall resume the normal terms and conditions of employment applicable to a casual Employee.

## **ARTICLE 34: DISCIPLINE, DISMISSAL AND RESIGNATION**

- 34.01 Unsatisfactory conduct and/or performance by an Employee may be grounds for discipline up to, and including, immediate dismissal.
- 34.02 Unsatisfactory conduct and/or performance by an Employee which is not considered by the Employer to be serious enough to warrant suspension or dismissal may result in a written warning to the Employee. A copy of the written warning shall be placed on the Employee's personnel file. Copies of all written warnings shall be forwarded to the Union within five (5) days of issuance.
- 34.03 Following a preliminary investigation of an incident, and where the Employer has a significant reason to believe that an Employee may be responsible, and that her actions may lead to discipline, the Employee shall be informed by the Employer that they are being investigated and that they have the right to have a Union representative present if they so choose.
- 34.04 The Employee shall sign any written notice of discipline for the sole purpose of indicating that she is aware of the disciplinary notice.
- 34.05 When an Employee has grieved a disciplinary action and the Employer has either allowed the grievance or reduced the penalty levied against the grievor, the personnel file of the Employee shall be amended to reflect this action provided this action results in the abandonment of the grievance.
- 34.06 **An** Employee who has been subject to disciplinary action may, after two (2) years of continuous service from the date the disciplinary measure was invoked, request in writing that her personnel file be cleared of any record of the disciplinary action. Such request shall be granted provided the Employee's file does not contain any further record of disciplinary action, during the two (2) year period, of which the Employee is aware. The Employer will confirm in writing to the Employee that such action has been effected.
- 34.07 By appointment made at least one (1) working day in advance, an Employee may view her personnel file in the Human Resources office once each year or when the Employee has filed a grievance. An Employee may be accompanied by a Union Representative when viewing her personnel file. An Employee shall be given a copy of the contents of her personnel file upon request, not more frequently than once in a calendar year, or when the Employee has filed a grievance, provided that she first pays to the Employer a reasonable fee, established by the Employer, to cover the cost of the copying. In the case of a grievance, the fee prescribed shall be waived where the Employee requests a copy of material related to the grievance.
- 34.08 An Employee absent for three (3) consecutive working days without notifying the Employer shall be considered to have abandoned her position unless the Employee subsequently provides a reason acceptable to the Employer and, where in the opinion of the Employer, such prior notification was not possible.

- 34.09 In the event that an Employee is reported to her licensing body by the Employer, the Employee shall be so advised and, unless otherwise requested, a written copy shall be forwarded to the Union forthwith.
- 34.10 Except for the dismissal of **an** employee serving a probation period, there shall be no discipline or dismissal except for just cause. However, nothing in this Article prevents immediate suspension or dismissal for just cause.
- 34.11 Union Stewards shall suffer no loss of pay for time spent on the Employer's premises during investigations and/or disciplinary meetings.
- 34.12 **Resignation**

Fourteen (14) calendar days' notice, in writing, shall be given by a Regular or Temporary Employee resigning from the employ of the Employer.

### **ARTICLE 35: SENIORITY**

- 35.01 (a) "Seniority", except where otherwise provided in this Collective Agreement, shall mean the length of continuous employment 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) 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.
- 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 Casual 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.

#### ARTICLE 36: LAYOFF AND RECALL PROCEDURE

- 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 and with the exception of Care Housing Attendant (Certified) and Care Housing Attendant (Non-Certified) which will be regarded as a classification.

#### 36.02 Meeting with the Union

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 #1: Mutual Agreement to Adjust FTEs would apply and to discuss the process to be followed with respect to Employees on leaves of absence.

#### 36.03 Notice of Layoff

- (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 twenty-one (21) 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 twenty-one (21) 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 twenty-one (21) 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.

#### 36.04 Consultation and Layoff Process

- (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 and in the same status 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.

### **36.05 Employee Benefit Coverage During Layoff**

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.

### 36.06 Recall Process

- (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 in the classification of the posted position; then,
  - (ii) Employees on layoff in the classification of the posted position; then,
  - (iii) Regular Employees in other classifications; then,
  - (iv) Employees on layoff in other classifications; then,
  - (v) Temporary Employees.
- (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.

**36.08 Termination of Recall Rights while on Full Layoff**

- (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.
- (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.
- (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 occupies a temporary position in accordance with this Article, the applicable recall period shall be suspended during her temporary position and shall recommence upon the termination of the temporary position for the balance of the applicable recall period.
- (g) Where an Employee on full layoff refuses recall to a temporary position, the Employee will retain all recall rights in accordance with this Article.

**36.09 Termination of Recall Rights while on Partial Layoff**

- (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 full layoff.

- (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 to recall.
- (c) Where an Employee on partial layoff occupies a temporary position in accordance with this Article, the applicable recall period shall be suspended during her temporary position and shall recommence upon the termination of the temporary position for the balance of the applicable recall period.
- (d) Where an Employee on partial layoff refuses recall to a temporary position, the Employee will retain all recall rights in accordance with this Article.

#### 36.10 **Casual Shifts**

- (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) 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 lay off, whichever is applicable.

#### 36.11 **Sub-contracting, Leasing or Technological Change**

- (a) In the event that regular Employees will be displaced due to subcontracting, leasing or implementation of technological change, the Employer shall notify the Union at least one hundred and twenty (120)

days in advance of such change and every effort will be made to absorb affected regular employees into other jobs within the bargaining unit.

- (b) Regular employees who are 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.

### **36.12 Operation of Layoff and Recall Article**

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 (1<sup>st</sup>) to third (3<sup>rd</sup>) employment years; or
  - (b) eight (8) percent of their earnings at the basic rate of pay during the fourth (4<sup>th</sup>) 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 during the first (1<sup>st</sup>) to third (3<sup>rd</sup>) years of employment; or
  - (b) twenty-eight (28) calendar days off without pay for their vacation during the fourth (4<sup>th</sup>) and subsequent employment years, if applicable.

### 37.06 Reporting Pay

In the event a Casual or Temporary 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.

### 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 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.
- (b) 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 at the rate of thirty cents (30¢) per kilometer from the employee's residence to the Centre and return provided the return is prior to the commencement of her next shift.
- 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 two times (2X) the basic rate of pay; 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 two times (2X) the basic rate of pay.
- (b) 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.

- (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 fifty cents (\$1.50) per hour except that on Named Holidays she shall be paid the sum of one dollar and seventy-five cents (\$1.75) 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, 38, Sub-clause 33.04 (d) and Clause 35.04 shall apply to Casual and Temporary Employees.



**37.16 Call Back**

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 Article 16: Hours of Work apply to Casual and Temporary Employees employed in a regularly scheduled full-time or part-time capacity.

37.18 Casual and Temporary Employees shall be permitted rest and meal breaks in accordance with Clause 16.04.

**ARTICLE 38: COPIES OF COLLECTIVE AGREEMENT**

38.01 Within sixty (60) days of the signing of this Collective Agreement the Parties shall provide the Employee with a copy.

38.02 The Employer shall provide a copy of the Collective Agreement to each new employee upon appointment.

38.03 The Agreement shall be printed in pocket size form. Selection of the printers and printing of the Collective Agreement shall be the joint responsibility of the Employer and the Alberta Union of Provincial Employees. Costs shall be shared equally between the Employer and the AUPE.

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.

**ARTICLE 39: PRECEPTOR PAY FOR LICENSED PRACTICAL NURSES**

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

39.02 "Preceptor" shall mean a Licensed Practical Nurse who is assigned to supervise, educate and evaluate students in the Licensed Practical Nurse program.

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

ON BEHALF OF  
*The CAPITAL CARE Group*

ON BEHALF OF THE ALBERTA  
UNION OF PROVINCIAL EMPLOYEES

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**Salaries Appendix A**  
**Effective July 1, 2003**

t Please refer to Letter of Understanding #10: Lump Sum Payment for Food Services and Housekeeping Staff

CLASSIFICATIONS	STEPS						
	1	2	3	4	5	6	7
Activities Convenor	\$14.31	\$14.82	\$15.31	\$15.89	\$16.40		
Care Housing Attendant (Cert.)	\$12.40	\$12.80	\$13.27	\$13.70	\$14.17	\$14.61	\$15.03
Care Housing Attendant (Non-Cert.)	\$12.40	\$12.80	\$13.27	\$13.70	\$14.17		
Central Services Aide	\$9.55	\$10.14	\$10.76	\$11.99	\$13.06		
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 Aidet	\$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 Aidet	\$9.27	\$9.84	\$10.45	\$11.64	\$12.68		
✓ Housekeeping Attendant†	\$10.38	\$10.97	\$11.56	\$12.74	\$13.87		
Journeyman Cook It	\$12.56	\$13.16	\$13.75	\$14.93	\$16.44		
Journeyman Cook III†	\$14.02	\$14.61	\$15.20	\$16.40	\$18.04		
Laundry Worker	\$10.69	\$11.30	\$11.91	\$13.12	\$14.29		
✓ Licensed Practical Nurse	\$16.07	\$16.68	\$17.44	\$17.98	\$18.80		
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	\$14.74	\$15.36	\$15.95	\$17.19	\$19.03		
Non-Journeyman Cook†	\$11.47	\$12.06	\$12.66	\$13.83	\$15.15		
✓ Nursing Attendant (Cert.)	\$12.40	\$12.80	\$13.27	\$13.70	\$14.17	\$14.61	\$15.03
Nursing Attendant (Non-Cert.)	\$12.40	\$12.80	\$13.27	\$13.70	\$14.17		
Nursing Equipment & Supply Coordinator	\$13.36	\$14.52					
Porter	\$10.69	\$11.30	\$11.91	\$13.12	\$14.29		
Rehabilitation Attendant	\$12.40	\$12.80	\$13.27	\$13.70	\$14.17		
Resident Companion	\$11.98	\$12.37	\$12.80	\$13.31	\$13.70		
Unit Clerk	\$11.11	\$11.74	\$12.36	\$13.61	\$14.96		

<b><u>CLASSIFICATIONS</u></b>	<b>STEPS</b>						
	<b>1</b>	<b>2</b>	<b>3</b>	<b>4</b>	<b>5</b>	<b>6</b>	<b>7</b>
Care Housing Attendant (Cert.)	\$12.74	\$13.14	\$13.57	\$14.05	\$14.47	\$14.63	\$15.05
Nursing Attendant (Cert.)	\$12.74	\$13.14	\$13.57	\$14.05	\$14.47	\$14.63	\$15.05

LETTER OF UNDERSTANDING #1

BETWEEN

*The CAPITAL CARE Group*  
(hereinafter referred to as the "Employer")

AND

THE ALBERTA UNION OF PROVINCIAL EMPLOYEES  
(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

ON BEHALF OF THE UNION

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LETTER OF UNDERSTANDING #2

Between

*The CAPITAL CARE Group*  
(hereinafter referred to as the "Employer")

and

THE ALBERTA UNION OF PROVINCIAL EMPLOYEES  
(hereinafter referred to as the "Union")

SUB-CLAUSE 27.06 (a): 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 and will replace the existing Sub-clause 27.06 (a):

- 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 than one tenth (1/10th) day and



not greater than one fifth (1/5th) day, can be charged against such sick leave credits for each day an Employee is off work due to accident within the meaning of the WCB Act. In the event that a regular part-time Employee is utilizing accumulated sick leave credits to access the WCB supplement paid by the Employer (i.e. top-up), such sick leave credits shall be deducted based on the Employee's regularly scheduled hours of work; and

- (iii) the Employee keeps the Employer informed regarding the status of her WCB claim and provides any medical or claim information that may be required by the Employer to determine the Employee's ability to perform the work the Employer may have available.
- (c) Subject to the provisions of clause 14.05, the Parties recognize that the Employer may be required to reconcile payments to the Employee with subsequent assigned payments from the WCB.
- (d) An Employee who is in receipt of Workers' Compensation Benefits and who is not eligible to receive the WCB Supplement pursuant to Sub-clause 27.06 (b) shall be deemed to be on a leave of absence without pay.

ON BEHALF OF THE EMPLOYER

ON BEHALF OF THE UNION

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LETTER OF UNDERSTANDING #3

Between

**The CAPITAL CARE Group**  
(hereinafter referred to as the "Employer")

and

**THE ALBERTA UNION OF PROVINCIAL EMPLOYEES**  
(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 six~~X~~ (60) calendar days from the date the parties served / received notice to re-negotiate the higher maximum deduction, the matter shall be referred to Arbitration in accordance with Clause 11.05 - Arbitration.

ON BEHALF OF THE EMPLOYER

ON BEHALF OF THE UNION

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LETTER OF UNDERSTANDING #4

between

*The CAPITAL CARE Group*

- and -

THE ALBERTA UNION OF PROVINCIAL EMPLOYEES

RE: EXTENDED WORK DAY

In the event that the Employer wishes to implement an Extended Work Day schedule, the Employer shall first meet with the Union to discuss implementation and to agree on a Letter of Understanding that would address this issue.

ON BEHALF OF THE EMPLOYER

ON BEHALF OF THE UNION

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LETTER OF UNDERSTANDING #5

Between

*The CAPITAL CARE Group*  
(hereinafter referred to as the "Employer")

and

THE ALBERTA UNION OF PROVINCIAL EMPLOYEES  
(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: the Layoff and Recall Procedure article of this Collective Agreement, 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
3. The Employee provides the Employer with written confirmation that the Employee attended the job interview.

ON BEHALF OF THE EMPLOYER

ON BEHALF OF THE UNION

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LETTER OF UNDERSTANDING #6

Between

*The CAPITAL CARE Group*  
(hereinafter referred to as the '[Employer])

and

THE ALBERTA UNION OF PROVINCIAL EMPLOYEES  
(hereinafter referred to as the "Union")

SALARY RATES FOR ADDITIONAL HOURS

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

ON BEHALF OF THE UNION

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LETTER OF UNDERSTANDING #7

BETWEEN

*The CAPITAL CARE Group*  
(hereinafter referred to as the "Employer")

- and -

THE ALBERTA UNION OF PROVINCIAL EMPLOYEES  
(hereinafter referred to as the "Union")

RE: Laurier House *Lynnwood* and McConnell Place West Employees,  
Nursing Attendants at CAPITAL CARE *Lynnwood* and  
Food Services Employees at both CAPITAL CARE *Grandview*  
and Mewburn Veterans Centre

The Parties agree that all employees employed at Laurier House *Lynnwood* and McConnell Place West, Nursing Attendants at CAPITAL CARE *Lynnwood* and Food Services Employees at both CAPITAL CARE *Grandview* and Mewburn Veterans Centre who are regularly scheduled for point nine six (.96) or greater full-time equivalencies will be granted the following:

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

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

ON BEHALF OF THE EMPLOYER

ON BEHALF OF THE UNION

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LETTER OF UNDERSTANDING #8

BETWEEN

*The CAPITAL CARE Group*  
(hereinafter referred to as the "Employer")

- and -

THE ALBERTA UNION OF PROVINCIAL EMPLOYEES  
(hereinafter referred to as the "Union")

STRATHCONA CARE CENTRE:

The Parties agree that the following provision will apply to all regular full-time employees employed at the Strathcona Care Centre which, for the purposes of this Letter of Understanding, include CAPITAL CARE *Strathcona*, Strathcona Alzheimer Care Centre **and** Laurier House *Strathcona*, all currently referred to as the CAPITAL CARE *Strathcona* Campus:

Normal hours of work, exclusive of meal periods, shall be:

- (i) seven point five (7.5) work hours per day; and
- (ii) seventy-five (75) work hours in a fourteen (14) calendar day period.

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

ON BEHALF OF THE EMPLOYER

ON BEHALF OF THE UNION

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LETTER OF UNDERSTANDING # 9

BETWEEN

*The CAPITAL CARE Group*  
(hereinafter referred to as the "Employer")

AND

THE ALBERTA UNION OF PROVINCIAL EMPLOYEES  
(hereinafter referred to as the "Union")

RE: CARE HOUSING ATTENDANTS (NON-CERT.) AND 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 who are in one of the following classifications:
  - (a) Care Housing Attendant (Non-Cert.);
  - (b) Nursing Attendant (Non-Cert.).
2. For the purpose of determining an Employee's access to the Nursing Attendant (Cert.) or the Care Housing Attendant (Cert.) classification pay grid 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).
2. 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 Care Housing Attendant (Cert.) or Nursing Attendant (Cert.) classification pay grid. Such move shall be paid from the date the Employee provides proof of qualifications to the Employer.

ON BEHALF OF THE EMPLOYER

ON BEHALF OF THE UNION

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LETTER OF UNDERSTANDING #10

Between

*The CAPITAL CARE Group*  
(hereinafter referred to as the "Employer")

- and -

THE ALBERTA UNION OF PROVINCIAL EMPLOYEES  
(hereinafter referred to as the "Union")

RE: LUMP SUM PAYMENT FOR FOOD SERVICES AND HOUSEKEEPING STAFF

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

Who the Lump Sum Payment Applies 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 I**  
Journeyman **Cook III**  
Non-Journeyman **Cook**

Amount of Lump Sum Payment

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

How the Lump Sum Payment is Calculated

A 2% lump sum payment will be paid in accordance with the following formula:

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

When the **Lump Sum** Payment Will be Paid

The 2% lump sum payment will be paid in two installments.

The first installment 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 second installment for the same period will be paid in the first pay period in January 2004.

ON BEHALF OF THE EMPLOYER

ON BEHALF OF THE UNION

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LETTER OF UNDERSTANDING #11

BETWEEN

*The CAPITAL CARE Group*  
(hereinafter referred to as the "Employer")

AND

THE ALBERTA UNION OF PROVINCIAL EMPLOYEES  
(hereinafter referred to as the "Union")

RE: WAGE REOPENER FOR THE SALARIES APPENDIX  
EFFECTIVE JULY 1, 2004

The Parties agree that the Alberta Union of Provincial Employees may commence bargaining with *The CAPITAL CARE Group* for the Salaries Appendix effective July 1, 2004.

AUPE may serve notice of their intention to commence bargaining under this Letter of Understanding to *The CAPITAL CARE Group* within thirty (30) calendar days of July 1, 2004.

ON BEHALF OF THE EMPLOYER

ON BEHALF OF THE UNION

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LETTER OF UNDERSTANDING #12

BETWEEN

*The CAPITAL CARE Group*  
(hereinafter referred to as the "Employer")

AND

THE ALBERTA UNION OF PROVINCIAL EMPLOYEES  
(hereinafter referred to as the "Union")

RE: NO CONTRACTING OUT CLAUSE

The Parties agree that for the period until June 30, 2004, the Employer agrees not to contract out work normally performed by the Food Services and Housekeeping Staff where it results in the displacement and/or layoff of a member of the bargaining unit.

ON BEHALF OF THE EMPLOYER

ON BEHALF OF THE UNION

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LETTER OF UNDERSTANDING #13

between

*The CAPITAL CARE Group*

- and -

THE ALBERTA UNION OF PROVINCIAL EMPLOYEES

CLAUSE 16.05: SHIFT SCHEDULES

The Parties agree to implement the provisions of Clause 16.05 for departments that utilize scheduling options that do not comply with the provisions of Clause 16.05 in the following manner:

Adopt one of the three scheduling options within Clause **16.05**; or

Adopt an alternative scheduling option, provided mutual agreement has been reached, in writing, between the Employer and the Union.

The Parties further agree that implementation of this Letter of Understanding will be completed within twenty (20) weeks of the date of ratification of this Collective Agreement.

ON BEHALF OF THE EMPLOYER

ON BEHALF OF THE UNION

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