

# COLLECTIVE AGREEMENT

Between

CapitalCare Group Inc.



and

The Canadian Union of Public Employees  
Local 1158



Effective: July 1, 2020 to June 30, 2024

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COLLECTIVE AGREEMENT made this 23 day of FEBRUARY A.D., 2024

**BETWEEN**

**Capital Care Group Inc.**  
(operating as CapitalCare hereinafter referred to as the "Employer")

and

**The Canadian Union of Public Employees, Local 1158**  
(hereinafter referred to as the "Union")

**PREFACE**

This Collective Agreement applies to:

All Employees at CapitalCare Dickensfield (CapitalCare Dickensfield Campus) when employed in general support services;

and

All Employees at CapitalCare Norwood when employed in general support services but including Nursing Attendants.

## **PREAMBLE**

WHEREAS the parties acknowledge that the primary purpose of the Employer, Union and Employees is to work together to provide quality person-centered care while protecting the interests of the residents/patients/clients/employees and the community, and believing that this purpose can be achieved most readily if harmonious relationships exist between the Employer, Union, and the Employees.

AND WHEREAS the Employer and the Union affirm that all staff of CapitalCare are entitled to a respectful work environment. The Employer and the Union will recognize the inherent dignity and rights of each individual.

AND WHEREAS the parties recognize that a positive work environment raises the level of job satisfaction for Employees. Therefore, the parties recognize the mutual value of joint discussions and negotiations in all matters of mutual concern and shall endeavour to find resolution to issues in a manner which is fair, reasonable, and consistent with the terms of this Collective Agreement.

NOW THEREFORE, THE PARTIES HERETO AGREE AS FOLLOWS:

## **ARTICLE 1: TERM OF COLLECTIVE AGREEMENT**

- 1.01 Except where otherwise stated in this Collective Agreement, this Collective Agreement, including appendices hereto, unless altered by mutual consent of both Parties hereto, shall be in force and effect from and after the date upon which the Canadian Union of Public Employees and CapitalCare exchange notice of ratification of this Collective Agreement up to and including June 30, 2024, and from year to year thereafter unless amended or terminated. Notification of desire to amend or terminate may be given in writing by either Party during the period between sixty (60) and one hundred and twenty (120) days prior to its expiration date.
- 1.02 When either Party serves notice of desire to amend the Collective Agreement under Clause 1.01 above, the negotiating committees shall exchange any proposed amendments at commencement of negotiations.
- 1.03 This Collective Agreement shall continue in force and effect until a new Collective Agreement has been executed.

## **ARTICLE 2: DEFINITIONS**

- 2.01 An "Employee" means any Employee of the Employer for whom the Union has been certified as bargaining agent and whose employment is designated in one of the following ways:
  - (a) "Regular Employee" means one who works on a full-time or part-time basis:
    - (i) "Full-time Employee" means an Employee who is regularly scheduled to work the hours specified in Article 16: Hours of Work.

- (ii) "Part-time Employee" means an Employee who works regularly scheduled shifts pursuant to the Clauses of Article 16 Hours of Work that apply to Part-Time Employees, 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. Except as specifically stated otherwise, the provisions of this Collective Agreement shall apply to Part-time Employees.
- (b) "Casual Employee" means one who works on a call-in basis and is not regularly scheduled. However, a Casual Employee may be regularly scheduled for a period of three (3) months or less for a specific job or may relieve for absences of three (3) months or less.
  - (c) "Temporary Employee" means one who is hired for a period of twelve (12) months or less for a specific job. When a Temporary Employee is hired, the Employer shall advise the Union in writing of the Temporary Employee's name, classification, department, and nature of the temporary assignment. The term of employment of such Temporary Employee may be extended only by mutual agreement in writing, between the Employer and the Union. Mutual agreement is not required for a Temporary Employee who is covering for an Employee who is on illness leave that extends beyond the twelve (12) month period. A Temporary Employee may work either full-time or part-time hours as follows:
    - (i) For a specific job of more than three (3) months but less than twelve (12) months; or
    - (ii) To replace a Regular Full-time or Part-time Employee who is on approved leave in excess of three (3) months; or
    - (iii) To replace a Regular Full-time or Part-time Employee who is on leave due to illness or injury where the Employee has indicated that the duration of such leave will be in excess of three (3) months but less than thirty (30) months.
- 2.02 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.
- 2.03 "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. 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.
- 2.04 "Basic Rate of Pay" means the applicable step in the pay range of the Employee's classification as set out in the Salaries Appendix.
- 2.05 "Pyramiding" means the payment of two (2) or more premiums under different provisions of the Collective Agreement for the same hours worked.
- 2.06 "FTE" means full-time equivalent.
- 2.07 "Centre(s)" refer(s) to the individual site(s) operated by CapitalCare as identified in the Preface of this Collective Agreement.

### **ARTICLE 3: CHANGES IN COLLECTIVE AGREEMENT**

- 3.01 Any changes deemed necessary in this Collective Agreement may be made in writing by mutual agreement between the Parties (the Employer and the Union) at any time during the existence of this Collective Agreement and shall form part of this Collective Agreement.
- 3.02 Should any provision of this Collective Agreement be found to provide a lesser benefit than provided for under the Alberta Employment Standards Code and Employment Standards Code Regulations, then the relevant provision of the Employment Standards Code and Employment Standards Code Regulations shall supersede such provision(s) of this Collective Agreement found to be providing a lesser benefit.

### **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 responsible for all correspondence between the Parties arising out of this Collective Agreement.
- 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 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 Union may have the assistance of a C.U.P.E. National or Regional Representative during communications with the Employer and in exercising its rights as outlined in this Collective Agreement.

### **ARTICLE 5: UNION MEMBERSHIP 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 CapitalCare. In all instances such deductions shall be forwarded to the Secretary-Treasurer of the Union not later than the fifteenth (15th) day of the following month in which the dues were deducted. Such deductions shall be accompanied by a list which shall indicate each Employee's name and the amount deducted from each Employee.
- 5.03 (a) A representative of the Union shall have the right to make a presentation of up to thirty (30) minutes at the corporate 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) If an orientation is postponed, or a representative of the Union is unavailable for an orientation, a representative of the Union shall have the right to make a presentation of up to thirty (30) minutes at the work site at a time mutually agreeable to both Parties.

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

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

#### **ARTICLE 7: NO DISCRIMINATION/RESPECT IN THE WORKPLACE**

- 7.01 The Employer, Union and Employees are committed to supporting an abuse and harassment free work environment that promotes a culture of trust, dignity, and respect.
- 7.02 There shall be no discrimination, restriction or coercion exercised or practiced in respect of an Employee by either Party because of race, religious beliefs, colour, gender, physical disability, mental disability, age, ancestry, place of origin, marital status, source of income, family status or sexual orientation of that person or class of persons, nor by reason of membership or non-membership or activity in the Union nor in respect of an Employee's or Employer's exercising a right conferred under this Collective Agreement or any law of Canada or Alberta.
- 7.03 Clause 7.02 shall not apply with respect to a refusal, limitation, specification, or preference based on a bona fide occupational requirement.
- 7.04 The Employer shall maintain current policies to ensure the workplace is free from harassment, abuse, and discrimination. Should the Employer change, modify or remove the policy, the Union will be notified forthwith.
- 7.05 Harassment includes but is not limited to bullying, sexual harassment, and workplace violence.

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

- 8.01 The Parties to this Collective Agreement will cooperate fully in the matter of occupational health, safety and accident prevention, and the Employer agrees to provide safety equipment when required and to install devices where necessary.
- 8.02 The Occupational Health, Safety and Wellness Committee shall be composed of representatives of the Employer and representatives of the Union and may include representatives from other Employee groups. The number of Employer representatives on the Committee shall not exceed the number of representatives from the Union and other Employee groups.
- 8.03 An Employee shall suffer no loss of regular earnings at their Basic Rate of Pay for time spent in attendance at a meeting of this Committee. The operation of this clause shall not constitute a violation of other terms of this Collective Agreement.
- 8.04 The Committee shall meet in accordance with the terms of reference of the Committee. Either the Employer Co-Chair or the Employee Co-Chair may call a special meeting of this Committee to deal with urgent matters.
- 8.05 The Employer Co-Chair and the Employee Co-Chair of the Committee will be determined in accordance with the Committee's Terms of Reference.
- 8.06 The Employer will cooperate 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 workplace.
- 8.07 The Committee shall assist the Employer:
- (a) by identifying situations which may be unhealthy or unsafe in respect of the workplace and will 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, Safety and Wellness 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, Safety and Wellness Committee may request and shall have the right to have their recommendations presented to the Chief Operating 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 CapitalCare shall provide job descriptions to the Union for all classifications listed in the Salaries Appendix, when a new classification is created or when an existing job description is updated.
- 9.02 The purpose of the job description is to provide a guideline for the determination of each employee's classification and shall not be considered as an amendment to the established certificates or as a complete definition of any classification.

### **9.03 New Classifications**

- (a) In the event that the Employer creates a new classification which is within the scope of the bargaining unit in accordance with Article 4: 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 Article 12: Grievance Procedure.
  - (v) The time limits outlined in this Clause 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 this Clause, the Basic Rate of Pay established by the Employer for the new classification shall prevail.

#### 9.04 **Change to Existing Classifications**

If the Employer changes the classification criteria of a classification listed in the "Salaries Appendix" the following will occur:

- (a) The Employer shall provide the changed classification criteria to the Union.
- (b) If changes to the classification criteria have the effect of significantly altering the core functions of an existing classification, the Union may, within thirty (30) calendar days from the date they received notification of the change, notify the Employer that they wish to negotiate the Basic Rate of Pay of that classification.
- (c) If the Union is notified of the change to the classification criteria within the four (4) month period prior to the expiration date of the Collective Agreement, such negotiation and resolution of the Basic Rate of Pay shall occur during the negotiation of the next Collective Agreement between the Parties.
- (d) If the Union is notified of the change to the classification criteria before the four (4) month period prior to the expiration date of the Collective Agreement, the following provisions shall apply:
  - (i) The Employer and the Union shall meet to negotiate the Basic Rate of Pay for the classification for which the classification criteria have been changed.
  - (ii) If a satisfactory conclusion to such negotiations is not reached within sixty (60) calendar days from the date that the Union received notification of the changed classification criteria, the Union shall have an additional fourteen (14) calendar days to refer, in writing, the matter of the Basic Rate of Pay for the classification for which the classification criteria have been changed, to Arbitration in accordance with Article 12: Grievance Procedure.
  - (iii) The time limits outlined in this Clause may be extended by mutual consent in writing between the Union and the Employer.
- 1. If the Union does not comply with the time limits established in this Clause, 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**

- (a) No Employees shall be required to perform duties outside their job description, or for which they are not trained, qualified, or properly equipped to perform safely.
- (b) If the primary functions of a position within the bargaining unit are changed, the Employer shall determine the appropriate classifications for such position. If after consultation with the Employer and the Union, the incumbent regular Employee wishes, they may appeal the Employer's decision in accordance with Article 12: Grievance Procedure, commencing at Step II.

9.06 **Pay Rate Treatment Upon Reclassification**

If 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 remain on the pay range of the former classification and continue to accumulate entitlement salary increments within the pay range for a period of eighteen (18) months from the date of reclassification. After the expiry of the eighteen (18) month period the Employee shall not have their Basic Rate of Pay altered until such time as the Basic Rate of Pay in the lower paid classification is equal to or greater than the Employee's Basic Rate of Pay in effect at the expiry of the eighteen (18) month period.

9.07 **Nursing Attendants Eligible for Certified Rate of Pay**

- (a) An Employee who holds Active registration on the Alberta Health Care Aide Directory as "Certified" or "Substantially Equivalent" shall be eligible to be paid the Certified Nursing Attendant rates of pay in the Salaries Appendix.
- (b) An Employee who is placed on the Non-Certified Nursing Attendant paygrade, and during the term of this Collective Agreement achieves Active registration on the Alberta Health Care Aide Directory as "Certified" or "Substantially Equivalent" shall be moved to the same pay step in the Certified Nursing Attendant paygrade in the Salaries Appendix. Such move shall be from the date the Employee provides proof of qualifications to the Employer.

Further increments will be in accordance with Clause 14.02.

9.08 **Pay Rates**

If the Employer and Union are unable to reach agreement regarding classifications and reclassifications via discussion and the terms of this Article, the decision will be settled through the grievance procedure.

**ARTICLE 10: BULLETIN BOARD SPACE**

- 10.01 The Employer shall provide bulletin board space which shall be placed so that all Employees shall have access to it and upon which the Union shall have the right to post notice of meetings and such other notices as may be of interest to Employees. It is not the intention of the Union to post anything objectionable to the Employer. The Employer reserves the right to request that posted material damaging to the Employer be immediately removed. Bulletin board space is to be provided within sixty (60) days of opening a new facility or unit off site from the main Centre.

## **ARTICLE 11: SHOP STEWARDS**

- 11.01 The Shop Steward System is accepted in principle by the Employer, and Shop Stewards will be recognized as having authority to act on behalf of other Employees. The names of Shop Stewards will be supplied in writing to the Employer before they are recognized as Shop Stewards. A complete Shop Steward listing that includes their work location will be provided to the Employer at least once per year.
- 11.02 All elected or duly appointed Union Officers will be recognized as Shop Stewards for the purpose of this Article.
- 11.03 The Employer agrees that Shop Stewards shall not be hindered, coerced or interfered with in any way in the performance of their function while investigating disputes. The Union understands and agrees that each Shop Steward is employed to perform work as required by the Employer and that they will not leave their work during working hours except to perform their duties as provided in this Collective Agreement. Therefore, no Shop Steward shall leave their work without obtaining the permission of their Supervisor, which shall not be unreasonably withheld.
- 11.04 Shop Stewards shall suffer no loss in pay for time spent on the Employer's premises in performing their duties as Shop Stewards.
- 11.05 All Employees who attend Employee Management Advisory Committee (EMAC) meetings shall do so at no loss of regular pay. If at the request of management, the meeting is to be held outside of the Employee's regular scheduled hours of work, the Employer shall pay Employees at their Basic Rate of Pay.

## **ARTICLE 12: GRIEVANCE PROCEDURE**

- 12.01 A grievance shall be defined as any difference arising out of interpretation, application, administration, or alleged violation of this Collective Agreement.
- 12.02 Settling of Disputes and Grievances

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

### **Step 1**

- (a) An Employee who believes that they have a problem arising out of the interpretation, application or alleged violation of this Collective Agreement shall first discuss the matter with their Immediate Supervisor within ten (10) days of the date they first became aware of, or reasonably should have become aware of, the occurrence. "Immediate Supervisor" means that person from whom an Employee normally receives their work assignments. The Employee shall have the right to be accompanied by a Shop Steward or Local Union Officer while discussing the matter with their immediate supervisor. A sincere attempt shall be made by both Parties through discussion to resolve the problem at this level. The immediate supervisor shall advise the Employee of their decision within ten (10) days of the date the matter was first discussed.

- (b) **In the event that the difference affects two (2) or more Employees, those so affected, or the Union, within ten (10) days of the date they first became aware of, or reasonably should have become aware of, the occurrence, may make a written request to the Step II Designated Representative that the grievances be grouped and dealt with as a single grievance commencing at Step II. A request to group such grievances will not be unreasonably denied.**
- (c) **In the event an Employee alleges that they have been dismissed or suspended without just cause, they may commence their grievance at Step III, within ten (10) days of the occurrence.**

#### Step II

If the grievance is not resolved under Step I above, the grievance shall, within ten (10) days of the decision of the Immediate Supervisor, be forwarded in writing by the Union and the Employee concerned, to the Employee's Step II Designated Representative or designate, specifying the nature of the grievance and the redress sought. The Step II Designated Representative or designate shall hold a hearing within ten (10) days of receipt of the grievance and the Step II Designated Representative or designate shall render a decision in writing to the Union within ten (10) days of the date of the hearing.

#### Step III

If the grievance is not resolved under Step II above, the Union shall, within ten (10) days of receipt of the written decision of the Step II Designated Representative or designate, submit the grievance in writing to the Site Director, with a copy to the Director of Human Resources. The Site Director or designate shall hold a hearing within ten (10) days of receipt of the grievance and shall render a decision in writing to the Union within ten (10) days of the date of the hearing.

#### Step IV - Arbitration

- (a) (i) **If the grievance is not settled under Step III above, the Union shall within ten (10) days of receiving the decision of the Site Director or designate, notify the Employer in writing of its intention to submit the grievance to arbitration and shall inform the Employer of the Union's Nominee to an Arbitration Board. The Employer shall, within ten (10) days of receipt of such notice, notify the Union of the Employer's Nominee to the Arbitration Board. The two (2) appointees so named shall, within ten (10) days, appoint a third person who shall be the Chairperson of the Arbitration Board.**
  - (ii) **By mutual agreement, the Parties may choose to use a single Arbitrator (Chairperson).**
  - (iii) **By mutual agreement, the Parties may agree to the use of mediation services to resolve grievances and the two (2) Parties shall bear equally the costs of mediation.**
- (b) **If the two (2) members fail to appoint a third person within the time limits, the Minister of Labour shall appoint a third member who shall be Chairperson of the Arbitration Board.**

- (c) The Arbitration Board shall hear the grievance and shall issue an award in writing, and the decision is final and binding upon the Parties and upon the Employee(s) affected by it. The decision of the majority of the Board is the award of the Arbitration Board. When there is no majority decision, the decision of the Chairperson shall be the decision of the Board.
  - (d) Each Party to the difference shall be responsible for the expense of its respective appointee to the Arbitration Board, and the two (2) Parties shall share equally the expenses of the Chairperson.
  - (e) The Arbitration Board by its decision shall not alter, amend, or change the provisions of this Collective Agreement.
- 12.03 Throughout this Article, the reference to "days" shall not include Saturdays, Sundays, or Named Holidays.
- 12.04 The time limits specified throughout the steps of the grievance procedure may be extended by mutual agreement in writing between the Union and the Employer.
- 12.05 Should the Employee or the Union fail to comply with any time limit in the grievance procedure, the grievance will be considered conceded and shall be abandoned. Should the Employer fail to comply with any time limits in the grievance procedure, the grievance shall automatically move to the next step on the day following the expiry of the particular time limit.
- 12.06 Policy Grievance
- (a) Where a dispute involving the question of general application or interpretation occurs affecting more than one (1) Employee, the Union may proceed on a policy grievance provided the Union initiates the policy grievance within ten (10) days of the date the Union became aware of, or reasonably should have become aware of, the occurrence.
  - (b) All policy grievances shall be submitted to the Director of Human Resources and shall be deemed to be submitted at Step III of the Grievance Procedure.
- 12.07 Replies in Writing
- Except for Step I, replies to grievances shall be in writing at all stages.
- 12.08 Facilities for Grievances
- The Employer shall supply the necessary facilities for joint grievance meetings.
- 12.09 Grievances affecting departments other than the Employee's department (i.e., transfers and promotions) will be commenced with the Department Head of the affected department.
- 12.10 If any Employer representatives as named in the grievance steps are one and the same, the subsequent Step will be deemed to have been complied with.

## **ARTICLE 13: PROBATION PERIOD**

- 13.01 A newly hired regular Employee shall serve a probation period. If such Employee is determined by the Employer to be unsatisfactory, they may be dismissed at any time during the probation period without notice or pay, and without recourse to Article 12: Grievance Procedure.
- 13.02 If a probationary regular Employee is transferred to another classification, they will be required to complete a new probation period commencing on the date of transfer.
- 13.03 A regular Employee will be kept advised of their progress during the probation period.
- 13.04 (a) The probation period for a regular Employee consists of five hundred and three point seven five (503.75) hours worked from the date the last period of continuous employment commenced, or six (6) months, whichever is shorter.
- (b) The probation period may be extended by mutual agreement, in writing, between the Employer, the Union and the Employee. However, in no event will an Employee's total probation period exceed one thousand and seven point five (1,007.5) hours, or twelve (12) months, whichever is shorter. Prior to the extension of a probation period, the Employer shall complete a performance review outlining areas where the Employee must demonstrate improved performance.
- (c) All additional shifts worked outside of regularly scheduled hours shall count towards the probationary time threshold. For the purpose of Article 13.04, "hours worked" means all the hours an Employee actually works regardless of whether the hours are regular or overtime hours.

## **ARTICLE 14: SALARIES**

- 14.01 The basic rates of pay for each classification shall be expressed in hourly terms in the Salaries Appendix which is attached to and forms a part of this Collective Agreement and shall be effective from and after the dates specified.
- 14.02 Subject to any of the terms of this Collective Agreement providing for the withholding of or delay in granting of an increment, an Employee's Basic Rate of Pay shall advance to the next higher Basic Rate of Pay as set out in the Salaries Appendix following:
- (a) in the case of Full-Time Employees, one (1) year of service; or
- (b) in the case of Part-Time, Temporary or Casual Employees, they will advance after completion of one thousand eight hundred and thirteen point five (1813.50) hours worked, and then shall receive further Pay Step advancements, if applicable, based upon completion of each period of one thousand seven hundred fifty (1750) hours worked at each subsequent Pay Step in the pay range.

- (c) in the case of Part-Time, Temporary or Casual Employees while employed as a Nursing Attendant before November 18<sup>th</sup>, 2016, they will advance after completion of one thousand eight hundred and thirteen point five (1813.50) hours worked, and then shall receive further Pay Step advancements, if applicable, based upon completion of each period of one thousand seven hundred fifty (1750) hours worked at each subsequent Pay Step in the pay range.
  - (d) in the case of Part-Time, Temporary or Casual Employees while employed as a Nursing Attendant after November 18<sup>th</sup>, 2016, will advance after completion of two thousand and twenty-two point seven five (2022.75) hours worked, and then shall receive further Pay Step advancements, if applicable, based upon completion of each period of one thousand eight hundred and thirteen point five (1813.50) hours worked at each subsequent Pay Step in the pay range.
  - (e) For the purposes of this Sub-Clause, "hours worked" means all the hours an Employee actually works at their Basic Rate of Pay and for all hours worked that would generate overtime.
- 14.03 (a) When a regular Employee achieves a position in a classification with the same end rate as their present classification, such Employee shall move to the pay step which has a rate which is equal to their present Basic Rate of Pay, or if there is no such pay step, they shall move to the pay step that has a Basic Rate of Pay that is next higher to their 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 their present classification, they shall be placed at the pay step in the higher classification that provides for an increase above their current rate of pay in accordance with Article 33: Appointments, Promotions, Transfers and Vacancies. They will then move to the next pay step in the higher pay range as soon as they complete the number of hours required in accordance with Clause 14.02.
- (c) When a regular Employee achieves a position in a classification with an end rate that is less than their present classification, they shall be assigned to the Pay Step in the lower pay range that causes the least amount of reduction in their present Basic Rate of Pay.
- 14.04 (a) When the Employer designates a regular Employee to substitute in a position in a classification with a greater end rate and such assignment is for at least two (2) hours in anyone (1) shift, they shall be paid in accordance with Clause 14.03, for the full period of time they are 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 Rate 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, they shall continue to receive their previous Basic Rate of Pay for the full period of time they are substituting in the lower paid classification.
- (c) When a regular Employee agrees to substitute in another position outside of this Collective Agreement, the regular Employee will receive, in addition to their Basic Rate of Pay, an amount in consideration of the additional responsibilities.

- 14.05 The Employer may designate an Employee to assume the temporary responsibilities of Lead Hand. Employees so designated shall receive, in addition to their regular earnings, a premium of seventy-five (75) cents per hour worked for the duration of their temporary appointment. In addition to their normal duties, a Lead Hand shall be responsible for coordinating the efforts of other Employees assigned to work with them to ensure the work is completed satisfactorily.
- 14.06 Should the Employer issue an Employee an overpayment of wages and/or entitlements, then the Employer may make the necessary monetary or entitlement adjustments and take such internal administrative action as is necessary to correct such errors. The Employer shall notify the Employee in writing that an overpayment has been made and discuss repayment options. By mutual agreement between the Employer and the Employee, repayment arrangements shall be made. In the event mutual agreement cannot be reached, the Employer shall recover the overpayment by deducting up to ten per cent (10%) of the Employee's gross earnings per pay period.
- 14.07 Should an Employee have prior experience satisfactory to the Employer, proof of such experience must be supplied to the Employer within two (2) months of their date of hire. Provided that not more than two (2) years have elapsed since the experience was obtained, their starting salary shall be adjusted by applying the following formula:
- (a) advance starting rate to the second (2nd) step in the pay range of the salaries appendix if more than two thousand and twenty-two point seven five (2022.75) hours worked; or
  - (b) advance starting rate to the third (3rd) step in the pay range of the salaries appendix if more than four thousand and forty-five point five (4,045.50) hours worked; or
  - (c) advance starting rate to the fourth (4th) step in the pay range of the salaries appendix if more six thousand and sixty-eight point two five (6,068.25) hours worked; or
  - (d) advance starting rate to the fifth (5th) step in the pay range of the salaries appendix if more than eight thousand and ninety-one (8,091) hours worked.
  - (e) advance starting rate to the sixth (6th) step in the pay range of the salaries appendix if more than ten thousand, one hundred and thirteen point seven five (10,113.75) hours worked.
- 14.08 An Employee assigned and approved by the Employer to act as a Preceptor for students in a post-secondary Unit Clerk education or training program shall receive an additional sixty-five cents (\$0.65) per hour. The employer will give consideration to those employees who express interest in acting as a Preceptor for students.
- "Preceptor" shall mean an Employee who is assigned to supervise, educate, and evaluate students in a post-secondary Unit Clerk education or training program as referred to in paragraph 1 above. Unit Clerks orientating new or existing Employees to a Unit Clerk position will not receive preceptor pay.

## **ARTICLE 15: PAYDAYS**

15.01 Paydays will be established by CapitalCare 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 Regular Hours of Work**

#### **(a) Full-time Employees**

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

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

#### **(b) Part-time Employees**

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

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

### **16.02 Weekend**

A weekend is defined as Saturday and Sunday.

### **16.03 Rest and Meal Periods**

(a) Regular hours of work shall be deemed to include, as scheduled by the Employer, either:

- (i) two (2) rest periods of fifteen (15) minutes during each full working shift of seven point seven five (7.75) hours, or
- (ii) one (1) rest period of thirty (30) minutes during each full working shift of seven point seven five (7.75) hours, if this is more compatible with scheduling of work assignments, the alternative to be applied shall be at the discretion of the Employer.

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

#### 16.04 Shift Schedules

##### (a) Provisions

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

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

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

##### Option 1

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

### **Option 3**

- (i) at least fifteen point five (15.5) hours off duty between scheduled shifts or where there is mutual agreement between the Employer and the majority of Employees affected by the revised schedule, at least twelve (12) hours off duty between scheduled shifts;
- (ii) days of rest on two (2) weekends in a five (5) week period. "Weekend" means a Saturday and the following Sunday, assuring a minimum of fifty-six (56) hours off duty;
- (iii) not more than six (6) consecutive scheduled days of work without receiving a scheduled day off; and
- (iv) split days off.

### **(c) Optional Scheduling Provisions**

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

### **(d) Posting of Shift Schedules**

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

### **(e) Schedule Changes**

- (i) Except when application of this Article is waived by mutual agreement between the Employee and the Employer, where an Employee's scheduled work days are changed without seven (7) calendar days notice, the Employee shall be paid at two times (2X) their 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) their Basic Rate of Pay for all hours worked on what would otherwise have been their 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 their scheduled days off, they shall be paid at the rate of two times (2X) their Basic Rate of Pay for all hours worked during the first shift of the changed schedule, unless seven (7) calendar days notice of such change has been given.

**(f) Trading Shifts**

Employees may trade shifts among themselves provided that:

- (i) the trade is agreed to between the affected Employees, in writing, on a Shift Trade Request Form prior to the traded shifts being worked; and
- (ii) prior approval of such trade is granted by the Employee's immediate supervisor on the Shift Trade Request Form. Traded shifts shall be recorded on the shift schedule. Traded shifts shall not be deemed a violation of the provisions of this Collective Agreement.

**(g) Shift Patterns**

- (i) The Employer, in scheduling shifts, shall take into consideration an Employee's request for certain shift schedules, subject to the requirements of Clause 16.04.
- (ii) The shift patterns which may be available are:
  - (a) days, evenings, nights (rotation);
  - (b) days only;
  - (c) evenings only;
  - (d) nights only;
  - (e) evenings and days (rotation);
  - (f) nights and evenings (rotation);
  - (g) nights and days (rotation);

(h) weekends only

- (iii) Employees working shift patterns (a), (e) and (g) in Sub-clause 16.04 (g) (ii), shall be assigned a day duty at least point three three (.33) of the time during the shift cycle. For the purpose of applying the foregoing an Employee will be deemed to have been assigned day duty for those periods of time absent on vacation or on or for a named holiday that would have except for such absence been day duty to which the Employee would have been assigned in accordance with the shift schedule. Scheduled days of rest shall not be considered as day duty for the purpose of applying this provision.
- (iv) The Employer shall have the right to assign periods of day duty to Employees working evenings or nights, for the purpose of maintaining proficiency, totaling not more than one hundred and ninety-three point seven five (193.75) regular hours worked in a calendar year, after consultation with the Union Local. This may be extended by up to a further one hundred and ninety-three point seven five (193.75) regular hours worked after consultation with the Union Local.

#### 16.05 Additional Hours

- (a) Regular part-time Employees who wish to be considered for additional hours of work to meet temporary operational requirements shall submit a completed Employee Availability Form to the Employer, indicating their availability to work casual shifts. A new form must be submitted by a regular part time employee if their availability changes. 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 their scheduled hours provided:
  - (i) they volunteer or agree 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 their applicable shift schedule option pursuant to Sub-clause 16.04 (b) without days off; and
  - (iv) the part-time Employee does not work in excess of the ratio of five (5) workdays to two (2) non-workdays over one complete cycle of their shift schedule.

- (c) Overtime rates, in accordance with Article 17: Overtime, will apply to:
  - (i) those hours worked in excess of seven point seven five (7.75) hours in a day; or
  - (ii) work performed by the Employee in excess of the work ratio referred to in Sub-clause 16.05 (b)(iv).
- (d) When a regular part-time Employee accepts additional hours as per the preceding conditions their schedule shall not be considered to have been changed and therefore Sub-clause 16.04 (d) does not apply.
- (e) Where the Employer requires a regular part-time Employee to work without them having volunteered or agreed to do so, they shall be paid the applicable overtime rate provided in Article 17: Overtime.

#### **16.06 Reporting Pay**

In the event a regular Employee reports for work as assigned and is directed by the Employer to leave, they shall be compensated for the inconvenience by payment equivalent to three (3) hours' pay at their Basic Rate of Pay.

#### **16.07 Daylight Saving Time**

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

#### **16.08 Multiple Positions**

Part-time employees may hold more than one position provided that:

- (i) Full-time equivalency does not exceed that of a full-time employee, or thirty-eight point seven five (38.75) average hours per week as identified in 16.01 and place the employee into overtime; and
- (ii) schedules are compliant within 16.04 Shift Schedules and/or optional scheduling provisions agreeable by the Employer and the Union Local.

Part-time employees who hold more than one position are obligated to inform their Supervisors and/or Managers if additional shifts or hours would place them in an overtime situation and will be informed of this responsibility during the hiring process.

Part-time employees who hold more than one position understand that it is their personal choice to work multiple positions and that the position with the higher scheduled hours is the primary position.

## **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 three dollars and thirty cents (\$3.30) per hour; and
  - (b) on scheduled days off and Named Holidays, the sum of four dollars and fifty cents (\$4.50) per hour. A Named Holiday or scheduled day off shall run from 0001 hours on the Named Holiday or scheduled day off to 2400 hours of the same day.
- 18.03 Where mutually agreed between the Employer and the Employee, the Employee may receive time off in lieu of On-call premiums. The time equivalent shall be calculated by dividing the total dollar amount of the above noted payment by the regular Employee's Basic Rate of Pay at the time that the time off is taken.

18.04 When an Employee is supplied a pocket pager and/or cellular phone 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 and/or cellular phone.

### **ARTICLE 19: CALL-BACK**

19.01 A regular Employee who is called back to work during the On-call period shall not be paid for those hours worked during the On-call period in accordance with Article 18: On-Call but shall be paid for the hours worked during the On-call period in accordance with this article.

#### **19.02 Full-Time Employees**

A regular full-time Employee who is called back and required to return to work outside of their regular hours shall be paid for anyone (1) call at either:

- (a) the overtime rate as specified in Article 17: Overtime; or
- (b) four (4) hours at the Basic Rate of Pay, whichever is greater.

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

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

- (a) the overtime rate as specified in Article 17: Overtime; or
- (b) four (4) hours at the Basic Rate of Pay, whichever is greater.

### **ARTICLE 20: PYRAMIDING**

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

20.02 Where two (2) or more applicable premiums may apply, the Employee will be paid only one (1) such premium, that being the greatest of the applicable premiums.

## **ARTICLE 21: SHIFT DIFFERENTIAL**

21.01 A All classifications except Nursing Attendants:

(a) **Evening Differential**

A shift differential of two dollars and seventy-five cents (\$2.75) 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) to twenty-three hundred (2300) hours.

(b) **Night Differential**

A shift differential of five dollars and zero cents (\$5.00) per hour shall be paid to all Employees working a shift where the majority of such shift falls within the period of twenty-three hundred (2300) hours to zero seven hundred (0700) hours.

21.01 B **Nursing Attendants:**

(a) **Evening Differential**

A shift differential of two dollars and seventy-five cents (\$2.75) 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) to twenty-three hundred (2300) hours.

(b) **Night Differential**

A shift differential of five dollars and zero cents (\$5.00) per hour shall be paid to all Employees working a shift where the majority of such shift falls within the period of twenty-three hundred (2300) 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 **All classifications except Nursing Attendants:**

A weekend premium of three dollars and twenty-five cents (\$3.25) 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.

**22.01 B Nursing Attendants:**

A weekend premium of three dollars and twenty-five cents (\$3.25) 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 their place of residence by means of public transportation following the completion of their duty shift but who is prevented from doing so by being required to remain on duty longer than their regular shift and past the time when normal public transportation is available, shall be reimbursed for the cost of reasonable, necessary and substantiated transportation expense from the Centre to their place of residence.

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

**ARTICLE 24: ANNUAL VACATION**

**24.01 Definition**

For the purpose of this Article:

- (a) "Vacation" means annual vacation with pay.
- (b) "Vacation year" means the twelve (12) month period commencing on the first (1<sup>st</sup>) day of April in each calendar year and concluding on the thirty-first (31<sup>st</sup>) day of March of the following calendar year.
- (c) "Employment year" means the twelve (12) month period commencing on the date on which an Employee commenced employment with the Employer.

- 24.02 (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.

The Employer will post the vacation planner by January 1<sup>st</sup> of each year. At this time, the Employer will provide guidance as to the reasonable number of Employees for each unit, program, or site (whichever is applicable) who can be granted vacation at the same time.

Where an Employee submits their vacation preference by February 15<sup>th</sup> of that year, the Employer will indicate approval or disapproval of that vacation request and will post the resulting vacation schedule by March 30<sup>th</sup> of the same year.

Where the number of Employees indicating a preference for a specific period exceeds the number of Employees as determined by the Employer that can be allocated vacation during that period, seniority relative to other Employees in the unit, program, or site (whichever is applicable) will be the deciding factor, when the preference has been submitted prior to February 15<sup>th</sup>.

Where a regular Employee submits their vacation preference after February 15<sup>th</sup>, they shall have waived their right to choose their vacation preference based on their seniority and their vacation preference will be dealt with on a first come first serve basis.

When an Employee submits a request in writing for the upcoming vacation year between February 15<sup>th</sup> and March 30<sup>th</sup>, the Employer will indicate approval or disapproval of that vacation request by April 10<sup>th</sup>.

When an Employee submits a request for vacation in writing after March 30<sup>th</sup>, the Employer will indicate approval or disapproval of that vacation request within fourteen (14) days of the receipt of the written request.

- (b) A regular Employee shall be entitled to an unbroken period of vacation equal to their entire vacation entitlement unless otherwise mutually agreed between the Employer and the regular Employee provided the Employee has enough vacation hours to cover the entitlement duration.
- (c) A regular Employee who chooses to take their vacation in broken periods shall be allowed to exercise their 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.

- (d) Should a regular Employee wish to reschedule their previously approved vacation, the Employer will endeavor to accommodate that request subject to there being room in the vacation planner to accommodate the request without having a vacation carry over in accordance with Article 24.04.

24.03 No regular Employee may continue to work and draw vacation pay in lieu of taking their vacation.

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

24.05 Should a regular Employee demonstrate to the satisfaction of the Employer that they were admitted to a hospital as an "in-patient" during the course of their vacation, they shall be considered to be on sick leave for the period of the stay in hospital, and subsequent period of recovery, subject to the provisions of Article 26: Sick Leave. Vacation time not taken as a result of such stay in hospital shall be taken at a mutually agreeable later date.

24.06 An Employee leaving the service of the Employer at any time before they have exhausted the vacation credit to which they are entitled, shall receive a proportionate payment of salary in lieu of such earned vacation.

#### 24.07 **Vacation Entitlement**

##### (a) **Full-time Employees**

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

- (i) during the first (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 ninth (9<sup>th</sup>) employment years an Employee earns a vacation of twenty (20) working days; or
- (iii) during the tenth (10<sup>th</sup>) to nineteenth (19<sup>th</sup>) employment years an Employee earns a vacation of twenty-five (25) working days; or
- (iv) during the twentieth (20<sup>th</sup>) and subsequent employment years an Employee earns a vacation of thirty (30) working days.

### **Supplementary Vacation for Regular Full-Time Employees**

Upon reaching the employment anniversary of twenty-five (25) years of continuous service, an Employee, on a one-time basis, shall have earned an additional five (5) working days' vacation with pay to be taken at the Employee's option at any time subsequent to the current supplementary vacation employment anniversary date but prior to the next supplementary vacation employment anniversary date in accordance with Article 24.02.

Upon reaching the employment anniversary of thirty (30) years of continuous service, an Employee, on a one-time basis, shall have earned an additional five (5) working days' vacation with pay to be taken at the Employee's option at any time subsequent to the current supplementary vacation employment anniversary date but prior to the next supplementary vacation employment anniversary date in accordance with Article 24.02.

Upon reaching the employment anniversary of thirty-five (35) years of continuous service, an Employee, on a one-time basis, shall have earned an additional five (5) working days' vacation with pay to be taken at the Employee's option at any time subsequent to the current supplementary vacation employment anniversary date but prior to the next supplementary vacation employment anniversary date in accordance with Article 24.02.

Upon reaching the employment anniversary of forty (40) years of continuous service, an Employee, on a one-time basis, shall have earned an additional five (5) working days' vacation with pay to be taken at the Employee's option at any time subsequent to the current supplementary vacation employment anniversary date but prior to the next supplementary vacation employment anniversary date in accordance with Article 24.02.

Upon reaching the employment anniversary of forty-five (45) years of continuous service, an Employee, on a one-time basis, shall have earned an additional five (5) working days' vacation with pay to be taken at the Employee's option at any time subsequent to the current supplementary vacation employment anniversary date but prior to the next supplementary vacation employment anniversary date in accordance with Article 24.02.

#### **(b) Part-time Employees**

During each year of continuous service in the employ of the Employer, regular part-time Employees shall earn entitlement to vacation time off to be taken in the next following vacation year and such entitlement is governed by the total length of such service as outlined below. Vacation time off commences on the first (1st) regularly scheduled workday away on vacation leave and ends on the first (1st) regularly scheduled workday back from vacation leave. A regular part-time Employee shall receive vacation pay in accordance with Clause 24.08:

- (i) during the first (1st) and second (2nd) employment years an Employee earns a vacation time of twenty-one (21) calendar days; or

- (ii) during the third (3rd) to ninth (9th) employment years an Employee earns a vacation time of twenty-eight (28) calendar days; or
- (iii) during the tenth (10th) to nineteenth (19th) employment years an Employee earns a vacation time of thirty-five (35) calendar days; or
- (iv) during the twentieth (20th) and subsequent employment years an Employee earns a vacation time of forty-two (42) calendar days.

**Supplementary Vacation for Regular Part-Time Employees**

Upon having reached the employment anniversary of twenty-five (25) years of continuous service, a regular part-time Employee, shall have earned an additional vacation of seven (7) calendar days to be scheduled in accordance with Article 24.02.

Upon having reached the employment anniversary of thirty (30) years of continuous service, a regular part-time Employee, shall have earned an additional vacation of seven (7) calendar days to be scheduled in accordance with Article 24.02.

Upon having reached the employment anniversary of thirty-five (35) years of continuous service, a regular part-time Employee, shall have earned an additional vacation of seven (7) calendar days to be scheduled in accordance with Article 24.02.

Upon having reached the employment anniversary of forty (40) years of continuous service, a regular part-time Employee, shall have earned an additional vacation of seven (7) calendar days to be scheduled in accordance with Article 24.02.

Upon having reached the employment anniversary of forty-five (45) years of continuous service, a regular part-time Employee, shall have earned an additional vacation of seven (7) calendar days to be scheduled in accordance with Article 24.02.

Subject to Article 24.02, the supplementary vacation may be taken at the Employee's option at any time subsequent to the current supplementary vacation employment anniversary date but prior to the next supplementary vacation employment anniversary date.

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

The hours worked as a regular employee during the preceding employment year, multiplied by 2% equals the number of hours of paid supplementary vacation time.

- (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 part time 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 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 percent (6%) during the first (1st) and second (2nd) continuous employment years; or
- (ii) eight percent (8%) during the third (3rd) to ninth (9th) continuous employment years; or
- (iii) ten percent (10%) during the tenth (10th) to nineteenth (19th) continuous employment years; or
- (iv) twelve percent (12%) during the twentieth (20th) and subsequent continuous employment years.

24.09 Subject to mutual agreement in writing between the Employer and the Employee, and only upon the employee's request, a regular part-time Employee who is entitled to take greater than twenty-one (21) calendar days of vacation time in a vacation year may be permitted to waive a portion of their 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 as 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 – When July 1 <sup>st</sup> falls on a Sunday, July 2 <sup>nd</sup> shall be the Named Holiday, in accordance with the Federal Holidays Act.	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 Centre 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 15<sup>th</sup> 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. If this additional day off with pay has not been taken by the last day of November in any given year, it shall be paid out.

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

- (a) work their scheduled shift immediately prior to and immediately following the Named Holiday except where the Employee is absent due to illness or other reasons acceptable to the Employer; and

(b) work on the Named Holiday when scheduled or required to do so.

An Employee that works a Named Holiday shall receive the applicable overtime rate for all hours worked.

- 25.05 A. Subject to Article 17: Overtime, a full-time Employee who works on a Named Holiday shall be paid for all regularly scheduled hours worked on the Named Holiday at one point five times (1.5X) the Basic Rate of Pay, plus:
- (a) by mutual agreement, a day off with pay; or failing mutual agreement
  - (b) one (1) regular day's pay.
- B. Subject to Article 17: Overtime, a full-time Employee who works on Christmas Day or August Civic Holiday shall be paid for all regularly scheduled hours worked on Christmas Day or August Civic Holiday at two times (2X) their Basic Rate of Pay, plus:
- (a) by mutual agreement, a day off with pay; or failing mutual agreement
  - (b) 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; or failing mutual agreement
  - (b) one (1) day's regular pay.
- 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; or failing mutual agreement
  - (b) one (1) regular day's pay.
- 25.08 Named Holidays earned by December 31<sup>st</sup> of a calendar year but not taken by March 15<sup>th</sup> of the following calendar year shall be paid out at the employee's Basic Rate of Pay by March 31<sup>st</sup> of the following calendar year.
- 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) their Basic Rate of Pay for all hours worked;

- (b) A part-time Employee who works on Christmas Day or August Civic Holiday shall be paid at the rate of two times (2X) their Basic Rate of Pay for all hours worked on Christmas Day or August Civic Holiday;
- (c) Part-time Employees shall be paid five percent (5%) 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 INSURANCE**

- 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 A regular Employee will accrue sick leave credits from date of employment in a regular position; however, will not be eligible to access the sick leave credits prior to the completion of their probationary period.
- 26.03 Sick leave credits shall not accrue during:
- (a) any period of sick leave in excess of thirty (30) calendar days; or
  - (b) a layoff; or
  - (c) a leave of absence without pay which is in excess of thirty (30) calendar days; or
  - (d) an absence while in receipt of disability insurance; or
  - (e) an absence while in receipt of Workers' Compensation benefits which is in excess of thirty (30) calendar days.
- 26.04 A regular Employee granted sick leave shall be paid for the period of such leave at their Basic Rate of Pay and the number of hours thus paid shall be deducted from their accumulated sick leave credits up to the total amount of the regular Employee's accumulated credits at the time sick leave commenced.
- 26.05 When a regular Employee requires medical or dental treatment and is unable to schedule such time outside of their work hours, they 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 they submit satisfactory proof of attendance at such appointment when required by the Employer to do so.
- 26.06 Regular Employees may be required to submit satisfactory proof to the Employer of any illness, non-occupational accident, or quarantine. In those instances where medical substantiation is required by the Employer, sick leave benefits shall not be paid until the required substantiation has been received. Failure to provide ongoing medical substantiation, when required by the Employer, may result in the suspension of sick leave benefits.

Where the Employee must pay for such required substantiation of sick leave and presents an original receipt the Employer shall reimburse the Employee to a maximum of up to forty dollars (\$40.00).

- 26.07 When a regular Employee has accrued the maximum sick leave credits, they shall no longer accrue sick leave credits until such time as their total accumulation is reduced below the maximum. At that time, they shall recommence accumulating sick leave credits.
- 26.08 An Employee who has exhausted their sick leave credits during the course of an illness and the illness continues, shall be deemed to be on leave of absence without pay or benefits except as provided in Clauses 30.09 and 30.10, for the duration of the illness or as provided below, whichever first occurs. The Employee shall keep the Employer advised as to when they shall be expected back to work and shall provide the Employer with fourteen (14) days' notice of readiness to return to work if they:
- (a) are capable of performing the duties of their former classification they shall be reinstated by the Employer in the same classification which they held immediately prior to their absence;
  - (b) are not capable of performing the duties of their former classification, but they are capable of performing the duties of another classification within the bargaining unit, the Employer shall make a reasonable effort to place the Employee in an available position within that classification that they are capable of performing. In such a case the Union agrees to waive the posting provisions of the Collective Agreement.
- 26.09 Regular Employees reporting sick shall advise the Employer by placing a telephone call to the Centre in accordance with the Centre's or department's procedure and regularly thereafter as required by the Employer, in order that a replacement may be arranged for, or duties redistributed. Failing to do so, the regular Employee shall be considered absent without leave or pay and may be subject to the provisions of Article 34: Discipline, Dismissal and Resignation. The Employee shall keep the Employer advised of an expected return to work date.
- 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 their accumulated sick leave credits.

**26.11 Full-time Employees**

Sick leave credits for a full-time Employee shall be earned and computed at the rate of one point five (1.5) working days for each full month of employment up to a maximum credit of one hundred and twenty (120) working days.

## 26.12 Part-time Employees

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

i.e. Hours worked = Sick Leave Credit Hours

168 = 12

252 = 12

336 = 24

503 = 24

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

## **ARTICLE 27: WORKERS' COMPENSATION**

- 27.01 (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 net take home pay calculated at the Basic Rate of Pay for regularly scheduled hours of work, less any statutory and 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 them from the Workers' Compensation Board (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, can be charged against such sick leave credits for each day an Employee is off work due to accident within the meaning of the *Workers' Compensation Act*; and
  - (iii) the Employee keeps the Employer informed regarding the status of their 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; and
  - (iv) in no event shall the Employee's full net take home pay exceed the full net take home pay the Employee was receiving prior to the accident.
- (b) The parties recognize that the Employer may be required to reconcile payments to the Employee with subsequent assigned payments from the WCB. In light of this, correcting over or under payments shall not commence until the Employer has received reimbursement from WCB, or has issued any statement of adjustment to the Employee, whichever is later.

- (c) An Employee who is in receipt of Workers' Compensation benefits and who is not eligible to receive the WCB supplement pursuant to Article 27.01(b) shall be deemed to be on a leave of absence without pay.
- (d) An Employee in receipt of Workers' Compensation benefits shall:
  - (i) be deemed to remain in the continuous service of the Employer for purpose of salary increments;
  - (ii) accrue vacation credits and sick leave for the first (1st) thirty (30) days of such absence;
  - (iii) not be entitled to a compensating day off in lieu of a Named Holiday from the Employer while receiving benefits from Workers' Compensation.
  - (iv) shall continue their share of the health benefits premiums and pension contributions, if applicable, during such leave of absence in accordance with Article 28: Health Benefits and Article 29: Pension Plan.
- (e) The parties hereby agree that the one-tenth (1/10th) 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:
  - (i) the WCB Act is amended in a manner that a higher maximum deduction is required; or
  - (ii) the maximum insurable earnings is amended in a manner that a higher maximum deduction is required; or
  - (iii) the Basic Rates of Pay for regular Employees covered by this Collective Agreement are great enough to warrant a higher maximum deduction; or
  - (iv) a higher maximum deduction is required for a reason other than those identified above.
- (f) The parties shall meet to re-negotiate within thirty (30) calendar days of becoming aware of the event giving rise to the need for the higher maximum deduction. If a satisfactory conclusion to such negotiations is not reached within sixty (60) calendar days from the date the parties served/received notice to re-negotiate the higher maximum deduction, the matter shall be referred to Arbitration in accordance with Article 12: Grievance Procedure.

27.02 An Employee who has been on Workers' Compensation and who is certified by the WCB to be fit to return to work and who is:

- (a) capable of performing the duties of their former position, shall provide the Employer with twenty-eight (28) days' written notice of readiness to return to work. The Employer shall reinstate the Employee in the same classification held by the Employee immediately prior to the disability with benefits that accrued to the Employee prior to the disability;

- (b) incapable of performing the duties of their former position, shall be entitled to benefits they are eligible for under Sick Leave or Short-Term Disability or Long-Term Disability, in accordance with Article 26 or 28.
- 27.03 The reinstatement of an Employee in accordance with this Article shall not be construed as being a violation of the posting and/or scheduling provisions of Articles 16 and 33.
- 27.04 Any and all obligations of the Employer shall be negated should the Employee fail to keep the Employer informed of the prognosis of their condition in a prompt and timely manner.

## **ARTICLE 28: HEALTH BENEFITS**

- 28.01 When the enrolment 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, which provides eighty per cent (80%) direct payment provision for physician or dentist prescription medication that is eligible within and prescribed in accordance with the Plan.
  - (b) Alberta Blue Cross Dental Plan, or equivalent, which provides for the reimbursement of eighty per cent (80%) of eligible Basic Services; fifty percent (50%) of all eligible Extensive Services; and fifty percent (50%) of eligible Orthodontic Services, in accordance with the current Alberta Blue Cross Dental Fee Guide, or equivalent. A maximum annual reimbursement of two thousand five hundred dollars (\$2,500) per insured person per benefit year shall apply to extensive Services. Orthodontic Services shall be subject to a lifetime maximum reimbursement of two thousand five hundred dollars (\$2,500) 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 point six seven per cent [66.67%] of basic weekly earnings [regularly scheduled weekly hours multiplied by the Employee's Basic Rate of Pay at the date of disability determines the level of weekly benefit coverage] to the established maximum following a fourteen [14] calendar day elimination period where applicable. The Short-Term Disability shall become effective on the first [1st] working day following the expiry of sick leave credits in the case of absence due to injury or hospitalization. In the particular case of Employees who have insufficient sick leave credits to satisfy the seven [7] calendar day elimination period, the Short-Term Disability shall commence on the eighth

[8<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 point six seven per cent [66.67%] of basic monthly earnings [regularly scheduled annual hours multiplied by the Employee's Basic Rate of Pay at the date of disability divided by twelve [12] determines the level of monthly benefit coverage] to the established maximum following a one hundred and twenty [120] working day elimination period).
- (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 they have provided satisfactory medical proof.

## 28.02 **Employee Benefits**

The following items will be included in the Supplementary Health Care Plan, in accordance with the provisions of the benefit plan contract/policy.

1. 100% direct bill coverage for the following Diabetic Supplies:
  - i) blood glucose test strips,
  - ii) lancing devices,
  - iii) lancets, syringes,
  - iv) pen needles; and
  - v) urine testing strips
2. 100% direct bill coverage (through a pharmacy) for insulin pump supplies as follows:
  - i) infusion sets
  - ii) syringe/reservoirs; and
  - iii) tubing
3. 100% coverage for a Physician-ordered insulin pump, to a maximum of five thousand dollars (\$5,000) once every five (5) years (some pharmacies may provide direct bill coverage).

- 28.03 (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.

28.04 The Employer shall then implement these plans with the premium costs being shared seventy-five percent (75%) by the Employer and twenty-five percent (25%) by the regular Employee for benefits listed in this Article.

28.05 Subject to the preceding provisions, where it is anticipated that an Employee will work a minimum of fifteen (15) hours per week, averaged over one (1) complete cycle of the shift schedule, they shall participate in the Health Benefits Plans.

## **ARTICLE 29: PENSION PLAN**

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

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

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. The Employee shall not work for gain during the period of leave of absence except with the express consent of the Employer. Permission for leave of absence will not be unfairly withheld and where permission is denied reasons will be given.

The Employer will reply in writing to a request for a leave of absence within fourteen (14) calendar days of the receipt of the request.

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 for Union Business

- (a) Provided the efficiency of the Centre shall not in any case be disrupted, leave of absence without pay and without loss of seniority shall be granted by the Employer to regular Employees elected or appointed to represent the Union at Union Conventions, Workshops, Seminars or Schools.
- (b) Representatives of the Union shall be granted time off without loss of seniority and without pay in order to participate in negotiations with the Employer. In the event that a scheduled meeting is cancelled and/or postponed by the Employer, the Employer will make its best efforts to return affected Employees back to regular or alternate duties if they would have otherwise been scheduled to work.
- (c) Regular Employees who are elected or selected for a full-time position with the Union, or anybody with which the Union is affiliated, shall be granted leave of absence without pay but with no loss of seniority for a period of one (1) year. Such leave shall be renewed each year, on request during their term of office.
- (d) Wages and benefits for Union leaves shall be reimbursed to the Employer by Local 1158.

- 30.03 (a) The Employer recognizes the right of a regular Employee to participate in public affairs. Therefore, upon written request, the Employer shall allow leave of absence without pay so that a regular Employee may be a candidate in federal, provincial or municipal elections.
- (b) Regular Employees who are elected to public office shall be allowed leave of absence without pay but with no loss of seniority during their term of office.

### 30.04 Maternity Leave

- (a) A regular Employee who has completed twelve (12) months' continuous employment shall, upon their 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 they commence maternity leave not later than the date of delivery.
- (b) Maternity leave shall be without pay and benefits except for that portion of maternity leave during which the Employee has a valid health-related reason for being absent from work and is also in receipt of sick leave, EI SUB Plan Benefits, Short-Term Disability or Long-Term Disability. Maternity Leave shall be without loss of seniority. The total period of maternity leave shall not exceed twelve (12) months unless mutually agreed between the Employer and Employee.
- (c) A regular Employee on maternity leave shall provide the Employer with one (1) month's written notice of readiness to return to work at which time the Employer will reinstate the regular Employee in the same classification held by them immediately prior to taking maternity leave and at the same Basic Rate of Pay.

### 30.05 **Adoption Leave**

A regular Employee who has completed twelve (12) months' continuous employment, shall, upon written request, be granted leave without pay for up to nine (9) months as necessary for the purpose of adopting a child and upon one (1) month's written notice of intent to return to work, the regular Employee shall be re-engaged in the same classification held by them immediately prior to taking adoption leave and at the same Basic Rate of Pay.

### 30.06 **Court Appearance**

The Employer shall grant leave of absence without loss of seniority to a regular Employee who serves as a juror or witness in any court. The Employer shall pay such a regular Employee the difference between their normal earnings and the payment they receive for services as a juror or court witness, excluding payment for traveling, 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**

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

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

An Employee who requires additional time off for the circumstances described above can request one of the following: a leave of absence subject to the provisions of Article 30.01, earned vacation subject to the provisions of Article 24 (Annual Vacation), a named Holiday or Holidays, earned but not yet taken subject to the provisions of Article 25 (Named Holidays), or accumulated overtime which has been worked but not yet taken or paid out subject to the provisions of Article 17 (Overtime).

- (b) An Employee may be required to submit satisfactory proof to the Employer demonstrating the need for Special leave.

### 30.08 **Compassionate Care Leave**

- (a) An Employee who has qualified for Compassionate Care Benefits under Employment Insurance legislation shall be entitled to a leave of absence without pay but with benefits at the normal cost sharing for a period up to six (6) months and shall accrue vacation credits and sick leave for the first thirty (30) days of such absence.

- (b) Employees must receive approval from the Employer and may be required to demonstrate their eligibility for Compassionate Care Leave. Upon demonstrating eligibility, the leave shall be granted.
- (c) An employee shall be placed in their former classification and full-time equivalency upon return from the leave.

**30.09 Benefits**

During leaves of absence without pay of longer than thirty (30) calendar days, subject to approval by the Insurer(s), Employees may elect to maintain coverage of contributory plans specified in Article 28: Health Benefits, provided that the Employee makes prior arrangements to pay full premium costs for the duration of the leave. Failure to submit the full payment required above shall result in termination of benefits and reinstatement in any and all plans will be subject to the enrolment and other requirements of the underwriter.

30.10 When an Employee is receiving Short-Term Disability, or Long-Term Disability they may continue participation in the Alberta Health Care (AHC) Insurance Plan for a period not to exceed thirty (30) months after the date the Employee ceases to be actively at work, provided that the Employee makes prior arrangements with the Employer for the payment of the Employee’s share of AHC premiums. Payment shall be made by the first day of each month. Failure by an Employee to submit their portion of the premium cost shall result in the Employer discontinuing AHC group enrolment for that Employee and reinstatement in the AHC group enrolment shall be subject to the enrolment requirements of AHC.

**ARTICLE 31: BEREAVEMENT**

31.01 A regular Employee shall be granted five (5) consecutive calendar days’ bereavement leave without loss of salary, in the event of the death of the following relatives of the Employee:

- |                                      |                 |
|--------------------------------------|-----------------|
| spouse (including common-law spouse) |                 |
| child                                | son-in-law      |
| parent                               | daughter-in-law |
| brother                              | mother-in-law   |
| sister                               | father-in-law   |
| guardian                             | brother-in-law  |
| grandparent                          | sister-in-law   |
| grandchild                           | fiancé(e)       |
| aunt/uncle                           | step-parents    |
| step-sister/brother                  | step-children   |
| niece/nephew                         |                 |

31.02 Bereavement leave shall be extended by up to two (2) days if travel in excess of three hundred and twenty-two (322) kilometers from the regular Employee’s residence is necessary.

31.03 In the event of the 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.

## **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 within the bargaining unit, 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, relevant experience, and applicable education.

Internal candidates who are not successful in their application for a posting shall upon request be advised regarding the qualifications, experience, and/or acceptable performance that prevented them from being a successful applicant. They shall also be advised what steps they may take to prepare them for a different outcome in the future.

- 33.02 When a new position is created or when a vacancy occurs in any classification covered by this Collective Agreement, such position or vacancy shall be posted for seven (7) calendar days and Clause 33.04 shall apply. The posting shall state the classification, existing shift schedule, average hours per week, responsibilities and qualifications, location (Department, Centre) and Basic Rate of Pay for the position and to whom applications should be submitted. For the purposes of this clause, electronic posting of vacancies will satisfy the posting requirement.
- 33.03 Requests for transfer or applications for vacancies shall be submitted electronically according to the procedures established by CapitalCare.
- 33.04 The following order for consideration of applicants shall apply with respect to Clause 33.02:
- (a) the regular employees who are covered by this Collective Agreement in 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 other Centres of the Employer;
  - (c) next, the temporary and casual 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 All posted positions shall be electronically forwarded to the designated Officer of the Union, and when the appointment has been made, the designated Officer will be notified electronically of the appointee's name and the department concerned within ten (10) calendar days of their appointment.
- 33.07 (a) A regular Employee who is the successful applicant of a posting shall be considered on a trial period in their new position, in the same or different classification, for three hundred and twenty-five (325) hours worked following the date of appointment. The trial period may be extended by up to three hundred and twenty-five (325) hours worked by mutual agreement between the Employer, the Union, and the Employee.
- (b) An Employee who is transferred before completing their initial probationary period, shall complete the initial probationary period and then shall complete the trial period in accordance with Sub-Clause 33.07 (a).
- (c) In no event will an Employee's total trial period exceed six hundred and fifty (650) hours worked.
- (d) During the trial period the Employee may choose to return, or the Employer may direct the regular Employee to return to their former position and Basic Rate of Pay without loss of seniority. When an employee chooses to vacate the position prior to the expiry of the trial period or when the Employer directs the employee to return to their prior position during the trial period, the resultant vacancy shall be reposted in accordance with this Article.
- 33.08 A regular Employee who applies for and is successful on a posting for a temporary position shall maintain their status as a regular Employee. At the completion of the temporary term, the regular Employee shall return to their former position.
- 33.09 A casual Employee who applies for and is successful on a posting for a temporary position shall receive all entitlements and benefits applicable to a temporary Employee. At the completion of their temporary term, the casual Employee shall resume the normal terms and conditions of employment applicable to a casual Employee.

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

- 34.01 (a) Except for the dismissal of an Employee serving a probation period, there shall be no discipline or dismissal except for just cause.
- (b) Copies of all disciplinary notices shall be forwarded to the Union. Regular Employees shall sign disciplinary notices as having been read and understood.
- (c) An Employee shall have the right to have a Shop Steward or Local Union Representative present at the discussion of the written disciplinary notice with the Employer or at any disciplinary meeting.

- (d) An Employee whose conduct may warrant discipline shall have the right to have a Local Union Representative present at investigation meetings in which they are directly being interviewed regarding such conduct.
- (e) None of the provisions of this Article shall prevent immediate suspension or dismissal for just cause, subject to the grievance procedure.

#### 34.02 **Abandonment**

A regular Employee absent for three (3) days without notifying their Supervisor or designate shall be considered to have abandoned their position and be terminated from employment with the Employer unless, in the opinion of the Employer, such notification was not possible.

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

#### 34.04 **Resignation**

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

- 34.05 After eighteen (18) months of continuous service from the date the disciplinary action was invoked, exclusive of absences of thirty (30) consecutive days or more from the date the disciplinary measure was invoked, it shall be deemed removed from the Employee's personnel file provided the file does not contain any further record of disciplinary action, during the eighteen (18) month period, of which the Employee is aware.

### **ARTICLE 35: SENIORITY**

- 35.01 A Regular Employee's Seniority Date shall be the date on which a Regular Employee's continuous service commenced within the bargaining unit, with the Employer, including all prior periods of service as a Casual, Temporary or Regular Employee contiguous to present regular employment. Seniority shall continue to accrue during authorized leaves of absence and during periods of layoff as specified in Clause 35.02.
- 35.02 Seniority shall not apply during the probationary period; however, once the probationary period has been completed, seniority shall be credited from the seniority date established pursuant to Sub-clause 35.01.
- 35.03 Seniority shall be considered broken, all rights forfeited and there shall be no obligation to rehire when:
- (a) the employment relationship is terminated by either the Employer or the regular Employee;

- (b) twelve (12) months have expired following layoffs, during which time the regular Employee has not been recalled to work;
  - (c) a regular Employee does not return to work on recall.
- 35.04 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.
- 35.05 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.

#### **Meeting with the Union**

- 36.02 Prior to implementation of the provisions of this Article, the Employer will meet with the Union to inform the Union of the Employer's intentions and to discuss the process to be followed with respect to Employees on leaves of absence, Workers' Compensation, Short-Term Disability or Long-Term Disability.

#### **Notice of Layoff**

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

## **Consultation and Layoff Process**

- 36.04 (a) A consultation meeting will be arranged by the Employer between the Employee, an Employer representative(s), and a Union Representative(s). The consultation process will not be unreasonably delayed as a result of the unavailability of a Union Representative.
- (b) In advance of the scheduled consultation meeting, the Employee will complete their selection form by indicating their preferences for alternative positions. These preferences include:
- (i) Vacancies, or positions occupied by less senior Employees in the same pay grade with equal or lesser FTE held by the Employee and for which the Employee has the skills, training, knowledge, and ability to perform the work required.
  - (ii) If there are no full-time vacancies or positions occupied by less senior Employees available, a full-time Employee may indicate an alternative part-time vacancy or position in the same pay grade or a full-time or part-time vacancy or position in a lower pay grade.
  - (iii) If there are no part-time vacancies or positions occupied by less senior Employees available, a part-time Employee may indicate an alternative part-time vacancy or position in a lower pay grade.
  - (iv) Where there are no other vacancies or positions occupied by less senior Employees in the same or lower pay grade as the Employee's current position, the Employee will be laid off and placed on the recall list.
- (c) At the consultation meeting, the Employee's alternatives for placement will be reviewed. The Employer will then assess the Employee's skills, training, knowledge, and ability to perform the work required and will offer a position in accordance with sub-clause 36.04 (b).
- (d) Where the Employee refuses an offer of an alternative position, or lacks the required skills, training, knowledge, and ability to perform the work required, or seniority, to displace another Employee within their 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 their options in accordance with sub-clauses 36.04 (b) (i), (ii) and (iii) shall be laid off and placed on the recall list.
- (f) Where the Employee is offered and accepts a position occupied by a less senior Employee, the less senior Employee will receive notice and the provisions of this Article shall apply.

## **Employee Benefit Coverage During Layoff**

36.05 A regular Employee who is laid off may make arrangements prior to their 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 they make their full premium payments. Failure by the regular Employee to submit the full premium payments will result in the Employer discontinuing benefit coverage for that Employee.

## **Recall Process**

- 36.06 (a) For the purposes of clause 36.06 through 36.10, "full layoff" shall mean that a regular Employee does not hold a regular or temporary position due to the application of this Article.
- (b) For the purposes of clause 36.06 through 36.10, "partial layoff" shall mean that a regular Employee has suffered a reduction in regularly scheduled hours or has been placed in a position in a lower pay grade due to the application of this Article.
- (c) All regular and temporary vacancies shall be posted and administered in accordance with Article 33: Appointments, Promotions, Transfers and Vacancies. When there are regular Employees on full and partial layoff, the applications for these postings will be considered in the following order:
- (i) Regular Employees and Employees on full and partial layoff in the classification of the posted position; then,
  - (ii) Regular Employees and Employees on full and partial layoff in other classifications.
- (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 their intent no later than seven calendar (7) days following the delivery date.
- (e) No new regular or temporary Employees will be hired while there are other Employees who possess the requisite skills, training, knowledge, and ability for the available job and who are on full layoff. However, in the event the position is not filled in accordance with Article 33: Appointments, Promotions, Transfers and Vacancies and sub-clauses 36.06 (c) and (d), casual and external applicants may be considered.

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

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

- 36.08 (a) Employment shall be deemed terminated when an Employee does not return from full layoff when notified to do so, or on the expiry of twelve (12) months from the date of full layoff, whichever first occurs.
- (b) An Employee's right to recall will expire if the Employee refuses recall to a position with the same or greater regularly scheduled hours and the same pay grade as their pre-layoff position or on the expiry of twelve (12) months from the date of full layoff, whichever first occurs.
- (c) If an Employee is a successful applicant on a competition, in accordance with sub-clause 36.06(c), and that position has the same or greater regularly scheduled hours and is in the same or higher pay grade as the position held prior to the layoff, their recall rights will be terminated.
- (d) If an Employee on full layoff accepts a position with less regularly scheduled hours than their pre-layoff position, they 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 their right to recall.
- (f) Where an Employee on full layoff has been recalled to a temporary position, the Employee will retain all recall rights for the twelve (12) months from the date of full layoff.

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

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

#### **Casual Shifts**

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

- (b) Casual shifts shall be offered to Employees who have completed their availability sheets and who have the skills, training, knowledge, and ability to perform the work, in the following order:
  - (i) Regular Employees on partial layoff in order of seniority; then
  - (ii) Regular Employees on full layoff in order of seniority; then
  - (iii) Regular Part-time Employees; then
  - (iv) Temporary and Casual Employees.
- (c) In the event that a regular Employee on layoff accepts an offer to work as a Casual or Temporary Employee, such Employee shall be governed by the Collective Agreement provisions applicable to Casual and Temporary Employees. However, regular Employees on full or partial layoff who refuse casual shifts may do so without adversely impacting their recall rights.
- (d) This obligation to offer casual shifts according to clause 36.10 shall expire on twelve (12) months from the date the Regular Employee was reduced in regularly scheduled hours of work as a result of the application of this article, or twelve (12) months from the date the Regular Employee was on full layoff, whichever is applicable.

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

- 36.11 (a) In the event the Employer deems it appropriate to enter into a permanent agreement with a third party to contract out work normally performed by Bargaining Unit Employees and if such contracting out will result in the lay-off of any employee from the bargaining unit, it will notify the Union and employees of its intent.
- (i) Prior to finalizing any plans to contract out bargaining unit work, the Employer will provide one hundred and twenty (120) days' written notice to the Union of its intent to contract out bargaining unit work.
  - (ii) The Union will have forty-five (45) days from the date of notice to assess and provide, in writing, an alternative potential course of action for the Employer's consideration.
  - (iii) The Employer will give reasonable consideration to the Union's alternative proposal if it is received within forty-five (45) days from the date of notice in accordance with ii) above.
    - a. Should the Union's alternative proposal have merit, the Employer will seek further discussion with the Union.
  - (iv) If, after the consultation process, the Employer determines the preferred course of action is to contract out Bargaining Unit work, the Employer agrees to meet with the Union upon request to discuss opportunities to mitigate the effects of contracting out on the affected employees.

- (v) The timelines in i), ii) and iii) above may be shortened or extended by mutual agreement so long as any extensions do not adversely affect the Employers Request for Proposal and the proposal evaluation processes.
- (vi) Nothing in the foregoing shall be interpreted as a restriction of the Company's right to contract out work.
- (b) 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.
- (c) Regular employees who are affected by the implementation of sub-clause 36.11 (b) 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.
- (d) Regular employees who are not absorbed into other jobs within the bargaining unit shall be subject to layoff in accordance with the layoff and recall procedures of this Article.

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

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

36.13 When an Employee has been given notice of layoff 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.

#### **Severance**

36.14 (a) Severance will be offered as a result of organizational changes that result in the permanent reduction in the number of Regular Employees in the bargaining unit.

(b) Severance will not be offered under the following conditions:

- (a) When an Employee voluntarily accepts layoff and recall; and/or
- (b) When a layoff results from an act of God, fire, or flood; and/or

- (c) When an Employee has been terminated for just cause or has resigned or retired; and/or
  - (d) When an Employee's status is other than permanent Full-Time employment or permanent Part-Time employment.
- (c) The Employer will offer the following severance to eligible Regular Employees, as defined:
- (a) A Regular Full-Time Employee shall be eligible for severance pay in the amount of two (2) weeks' regular pay at their Basic Rate of Pay for each full year of continuous employment to a maximum of thirty-five (35) weeks' pay.
  - (b) A Regular Part-Time Employee shall be eligible for severance pay in the amount of two (2) weeks' regular pay at seventy-seven point five (77.5) hours for each full period of two thousand and twenty-two point seven five (2,022.75) hours worked at the Basic Rate of Pay to a maximum of thirty-five (35) weeks' pay.
  - (c) For the purposes of Point (a) and (b) above, Basic Rate of Pay means Basic Rate of Pay exclusive of overtime payments and premium payments.
  - (d) For purposes of severance, continuous employment will be calculated from the last date of hire recognized with the Employee's current Employer and shall exclude all absences in excess of thirty (30) days.
- (d) A Regular Employee who has received layoff notice in accordance with Article 36 and for whom no alternate vacant position is available, and they do not have the right to displace an Employee with less seniority, shall have the option to select either of:
- (a) Layoff with recall rights as specified in Article 36 of the Collective Agreement; or
  - (b) Severance.
- (e) A Regular Employee who accepts severance pay as described above shall have terminated their employment with no further rights to recall.
- (f) A Regular Employee who receives notice of layoff shall have fourteen (14) calendar days from the date the notice of layoff is issued to advise the Employer, in writing, that the Employee wishes to take the severance offered by the Employer. Any Employee who does not advise the Employer, in writing of the Employee's decision to accept severance shall be deemed to have selected layoff in accordance with Article 36 of this Collective Agreement.
- (g) (a) Employees who select severance will not be eligible for rehire by any Employer who is a Party to a Collective Agreement containing severance provisions for the period of the severance (which for the purpose of clarity means the period of time equal to the number of weeks of severance paid to the Employee).

- (b) The Employee may be considered for hire by an Employer referred to in (a) provided they repay the Employer from whom severance was received, the difference, if any, between the time they were unemployed and the length of time for which the severance was paid.
- (h) Severance pay shall be deemed to be inclusive of any and all legislative requirements for termination notice.

### **ARTICLE 37: CASUAL AND TEMPORARY EMPLOYEES**

- 37.01 Casual and Temporary Employees do not have a continuing employment relationship with the Employer and except as specifically stated in this Article, the provisions of this Collective Agreement shall not apply to Casual and Temporary Employees. Casual Employees may be terminated at any time without recourse to the Grievance procedure. Temporary Employees may be terminated at any time during probation (Article 37.19) without recourse to the Grievance procedure.
- 37.02 (a) 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.
- (b) Casual and Temporary Employees required to work on the August Civic Holiday and/or Christmas Day shall be paid at two times (2X) their Basic Rate of Pay for all hours worked on the Named Holiday.
- 37.03 Casual and Temporary Employees shall be paid five (5%) 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 percent (6%) of their earnings at the Basic Rate of Pay during the first (1st) and second (2nd) employment years; or
  - (b) eight percent (8%) of their earnings at the Basic Rate of Pay during the third (3rd) and subsequent employment years if applicable; in lieu of vacation.
- 37.05 Casual Employees shall be allowed:
- (a) twenty-one (21) calendar days off without pay for their vacation after the first (1st) and second (2nd) years of employment; or
  - (b) twenty-eight (28) calendar days off without pay for their vacation after three (3) years of employment, if applicable.
- 37.06 **Reporting Pay**
- In the event that a Casual or Temporary Employee is required by the Employer to report to work and is then not permitted to commence work or is required to return to duty at a later hour, they shall be compensated by receiving three (3) hours' pay at the Basic Rate of Pay.

### 37.07 Benefits

Casual Employees are not entitled to participate in the Health Benefits Plan. Temporary Employees are not entitled to participate prior to the completion of six months service in a temporary position.

- 37.08 (a) A Casual or Temporary Employee who has completed their shift and is called back and required to return to work shall be reimbursed for reasonable, necessary, and substantiated transportation expenses. If the Employee travels for such purpose by private automobile, reimbursement shall be in accordance with CapitalCare's established rate from the Employee's residence to the Centre and return provided the return is prior to the commencement of their next shift.
- (b) A Casual or Temporary Employee who normally travels from the Centre to their place of residence by means of public transportation following the completion of their duty shift but who is prevented from doing so by being required to remain on duty longer than their regular shift and past the time when normal public transportation is available, shall be reimbursed for the cost of reasonable, necessary and substantiated transportation expenses from the Centre to their place of residence.
- 37.09 (a) The Employer shall determine when overtime is necessary and for what period of time it is required:
- (i) all authorized overtime worked in excess of and in conjunction with seven point seven five (7.75) hours per day shall be paid at the rate of 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 twelve (12) hours' rest between scheduled shifts shall result in payment of overtime at established rates for any hours worked during normal rest periods unless the Employer and the Union have mutually agreed to optional scheduling provisions that provide for less than twelve (12) hours' rest between scheduled shifts.
- (c) (i) On-call duty shall mean any period during which a Casual or Temporary Employee is not working but during which the Employee is required by the Employer to be readily available to respond without undue delay to any request to report to work.
- (ii) For each assigned hour of authorized on-call duty, a Casual or Temporary Employee shall be paid the sum of three dollars and thirty cents (\$3.30) per hour except that on Named Holidays they shall be paid the sum of four dollars and fifty cents (\$4.50) per hour. A Named Holiday shall run from zero zero zero one (0001) hours on the Named Holiday to twenty-four hundred (2400) hours of the same day.

- (iii) A Casual or Temporary Employee who is called back to work during the on-call period shall not be paid for those hours worked during the on-call period in accordance with Sub-clause 37.09(c)(ii) but shall be paid for the hours worked during the on-call period in accordance with the call-back provision of Clause 37.15.
  - (iv) When an Employee is supplied a pocket pager and/or cellular phone 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 and/or cellular phone.
- (d) When a Casual or Temporary Employee is regularly scheduled, they 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 their personnel file upon service of at least one (1) days' notice.
- 37.15 The provisions of Articles 1, 2, 3, 4, 5, 6, 7, 8, 9, 11, 12, 14, 15, 20, 21, 22, 32, Sub-clause 33.04 (e), Clause 35.04 and Article 38, 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 their regular hours shall be paid for anyone (1) call at either:

- (a) the overtime rate as specified in Sub-clause 37.09(a); or
- (b) three (3) hours at the Basic Rate of Pay;

whichever is greater.

- 37.17 The provisions of Clauses 16.01 through 16.04 and 16.07 in Article 16: Hours of Work apply to Casual and Temporary Employees employed in a regularly scheduled full-time or part-time capacity and:
- (a) the provisions of Clause 16.05 in Article 16: Hours of Work apply to Casual and Temporary Employees who are employed in a regularly scheduled full-time capacity.
  - (b) the provisions of Clause 16.06 in Article 16: Hours of Work apply to Casual and Temporary Employees who are employed in a regularly scheduled part-time capacity.
- 37.18 Casual and Temporary Employees shall be permitted one (1) rest period of fifteen (15) minutes during each period of three point eight seven five (3.875) hours of work, the time of which shall be scheduled by the Employer. Rest periods will not be scheduled in conjunction with meal periods, starting times, quitting times, or taken together except by mutual agreement of the Employee and the Employer.
- 37.19 Temporary Employees shall be on probation for the first six hundred and twenty-five (625) hours worked, or nine (9) months, whichever is shorter. The probation period may be extended by mutual agreement, in writing, between the Employer, the Union and the temporary Employee. However, in no event will a temporary Employee's total probation period exceed nine hundred and fifty (950) hours, or twelve (12) months, whichever is shorter. Prior to the extension of a probation period, the Employer shall complete a performance review outlining areas where the temporary Employee must demonstrate improved performance. If a temporary Employee is determined by the Employer to be unsatisfactory, they may be dismissed at any time during the probation period without notice.

### **ARTICLE 38: MUTUAL AGREEMENT TO ADJUST FTES**

- 38.01 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.
- 38.02 The Parties also agree that the provisions of this Article may be used to offer regular Employees an increase to their regular hours of work.
- 38.03 However, regular Employees' requests to amend FTEs may only be amended in accordance with this Article.
- 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 with a copy forwarded to the Union.
    - (b) A request to decrease regular hours of work shall indicate the requested number of shifts to be decreased. Employees shall not be permitted to amend the length of their shift through this process.

- (c) A regular Employee cannot decrease their FTE to less than a point four (.4) FTE.
2. Increasing regular hours of work as a result of point 1:
- (a) If the number of hours decreased by a regular Employee 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, same shift rotation, department or program of the Centre, in order of seniority.
  - (b) If the number of hours decreased equals or exceeds point four (.4) FTE, the Employer may choose one of the following options:
    - (i) post complete decrease in FTE in accordance with Article 33: Appointments, Promotions, Transfers and Vacancies.

or

    - (ii) post .40 FTE in accordance with Article 33: Appointments, Promotions, Transfers and Vacancies, and offer shifts above .40 FTE in whole or in part, to existing regular Employees working in the same classification in the same unit, same shift rotation, department, or program of the Centre, in order of seniority.
  - (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, same shift rotation, department or program of the Centre, in order of seniority.
  - (d) A regular part-time Employee may add to their regular hours of work, only those hours from the decreased position(s) that can be accommodated in their schedule without violating the scheduling provisions of this Collective Agreement.
3. Increasing regular hours of work as a result of funding increases:
- (a) If newly funded additional regular hours become available in the Centre that result in FTEs of less than point four (.4), such additional hours shall be offered, in whole or in part, to regular part-time Employees working in the same classification in the same unit, same shift rotation, department or program of the Centre, in order of seniority.
  - (b) If the number of hours available equals or exceeds point four (.4) FTE, the Employer may choose one of the following options:
    - (i) post complete increase in FTE in accordance with Article 33: Appointments, Promotions, Transfers and Vacancies.

or

- (ii) post .40 FTE in accordance with Article 33: Appointments, Promotions, Transfers and Vacancies, and offer shifts above 4.0 FTE in whole or in part, to existing regular Employees working in the same classification in the same unit, same shift rotation, department, or program of the Centre, in order of seniority.
  - (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, same shift rotation, department or program of the Centre, in order of seniority.
  - (d) A regular part-time Employee may add to their regular hours of work, only those hours that can be accommodated in their schedule without violating the scheduling provisions of this Collective Agreement.
4. This may be used to achieve reductions in FTE due to funding fluctuations following mutual agreement between the Employer and the Union.
  5. A regular part-time Employee may become a regular full-time Employee.
  6. No Employee may decrease or increase their regular hours of work 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, the Employer shall issue a letter to the Employee confirming the Employee's new regular hours of work in accordance with this Collective Agreement. The Union will receive a copy of the letter along with the Employee request to decrease and increase FTE's, along with any higher seniority Employee's written rejections of increasing FTE's offering.
  8. Where there is mutual agreement between the Parties to alter an Employee's regular hours of work, the implementation 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.

### **ARTICLE 39: EMPLOYEE MANAGEMENT ADVISORY COMMITTEE**

- 39.01 There shall be an Employee-Management Advisory Committee (EMAC) at both Norwood and Dickensfield. The 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.
- 39.02 The EMAC will function in accordance with the Terms of Reference for each site and will meet quarterly.
- 39.03 An EMAC representative shall be paid at their Basic Rate of Pay for attendance at EMAC meetings.

#### **ARTICLE 40: COPIES OF COLLECTIVE AGREEMENT**

- 40.01 Within sixty (60) days of the signing of this Collective Agreement the Parties shall provide Employees with copies.
- 40.02 The Employee shall be provided with a copy of the Collective Agreement at orientation.
- 40.03 The Agreement shall be printed in pocket size form and the costs shall be shared equally between the Parties. Selection of the printers and printing of the Collective Agreement shall be the joint responsibility of the Employer and the Canadian Union of Public Employees.
- 40.04 The final version of the Collective Agreement shall be maintained in electronic form and both the Employer, and the Union shall be provided with a copy of the final version of the Collective Agreement in electronic form.

## SALARIES APPENDIX

July 1, 2020 - November 30, 2022

	<u>Step 1</u>	<u>Step 2</u>	<u>Step 3</u>	<u>Step 4</u>	<u>Step 5</u>	<u>Step 6</u>
Activities Convenor	\$22.95	\$23.79	\$24.57	\$25.50	\$26.31	
Community & Home Support Worker	\$17.91	\$18.90	\$19.89	\$20.78	\$21.75	
Cooks Assistant	\$18.08	\$19.89	\$21.05			
Driver	\$20.35	\$22.26	\$24.51			
Food Service Aide	\$16.30	\$18.17	\$19.24			
Food Service Attendant	\$18.08	\$19.89	\$21.05			
Food Services Cashier	\$17.95	\$19.82	\$21.59			
Housekeeping Aide	\$16.30	\$18.17	\$19.24			
Housekeeping Attendant	\$18.08	\$19.89	\$21.05			
Journeyman Cook I	\$21.47	\$23.32	\$24.90			
Laundry Worker	\$18.60	\$20.48	\$21.74			
Lead Community & Home Support Worker	\$23.53	\$25.18	\$26.87			
Maintenance Worker I	\$20.91	\$22.84	\$24.86			
Maintenance Worker II	\$24.02	\$25.92	\$28.21			
Maintenance Worker III	\$27.75	\$29.68	\$32.57			
Non-Journeyman Cook	\$19.77	\$21.58	\$22.95			
Nursing Equipment & Supply Coordinator	\$20.88	\$21.76	\$22.67			
Porter	\$18.97	\$20.90	\$22.75			
Procurement Specialist I	\$27.45	\$30.64				
Service Aide	\$16.30	\$18.17	\$19.24			
Stores I	\$21.70	\$24.76				
Therapy Assistant - Diploma	\$24.01	\$24.72	\$25.54	\$26.33	\$27.93	\$28.82
Therapy Assistant - Non-Diploma	\$23.10	\$23.80	\$24.71	\$25.41	\$27.00	\$27.91
Resident Companion	\$19.82	\$20.46	\$21.17	\$22.00	\$22.64	
Support Services Attendant	\$18.08	\$19.89	\$21.05			
Unit Clerk	\$22.92	\$24.02	\$25.23	\$26.25	\$29.50	

**GENERAL SUPPORT SERVICES**

**December 1, 2022 - June 30, 2023**

	<b>Step 1</b>	<b>Step 2</b>	<b>Step 3</b>	<b>Step 4</b>	<b>Step 5</b>	<b>Step 6</b>
Activities Convenor	\$23.24	\$24.09	\$24.88	\$25.82	26.64	
Community & Home Support Worker	\$18.13	\$19.14	\$20.14	\$21.04	22.02	
Cooks Assistant	\$18.31	\$20.14	\$21.31			
Driver	\$20.60	\$22.54	\$24.82			
Food Service Aide	\$16.50	\$18.40	\$19.48			
Food Service Attendant	\$18.31	\$20.14	\$21.31			
Food Services Cashier	\$18.17	\$20.07	\$21.86			
Housekeeping Aide	\$16.50	\$18.40	\$19.48			
Housekeeping Attendant	\$18.31	\$20.14	\$21.31			
Journeyman Cook I	\$21.74	\$23.61	\$25.21			
Laundry Worker	\$18.83	\$20.74	\$22.01			
Lead Community & Home Support Worker	\$23.82	\$25.49	\$27.21			
Maintenance Worker I	\$21.17	\$23.13	\$25.17			
Maintenance Worker II	\$24.32	\$26.24	\$28.56			
Maintenance Worker III	\$28.10	\$30.05	\$32.98			
Non-Journeyman Cook	\$20.02	\$21.85	\$23.24			
Nursing Equipment & Supply Coordinator	\$21.14	\$22.03	\$22.95			
Porter	\$19.21	\$21.16	\$23.03			
Procurement Specialist I	\$27.79	\$31.02				
Service Aide	\$16.50	\$18.40	\$19.48			
Stores I	\$21.97	\$25.07				
Therapy Assistant - Diploma	\$24.31	\$25.03	\$25.86	\$26.66	\$28.28	\$29.18
Therapy Assistant - Non-Diploma	\$23.39	\$24.10	\$25.02	\$25.73	\$27.34	\$28.26
Resident Companion	\$20.07	\$20.72	\$21.43	\$22.28	\$22.92	
Support Services Attendant	\$18.31	\$20.14	\$21.31			
Unit Clerk	\$23.21	\$24.32	\$25.55	\$26.58	\$29.87	

**GENERAL SUPPORT SERVICES**

**July 1, 2023 - June 30, 2024**

	<b>Step 1</b>	<b>Step 2</b>	<b>Step 3</b>	<b>Step 4</b>	<b>Step 5</b>	<b>Step 6</b>
Activities Convenor	\$23.70	\$24.57	\$25.38	\$26.34	\$27.17	
Community & Home Support Worker	\$18.49	\$19.52	\$20.54	\$21.46	\$22.46	
Cooks Assistant	\$18.68	\$20.54	\$21.74			
Driver	\$21.01	\$22.99	\$25.32			
Food Service Aide	\$16.83	\$18.77	\$19.87			
Food Service Attendant	\$18.68	\$20.54	\$21.74			
Food Services Cashier	\$18.53	\$20.47	\$22.30			
Housekeeping Aide	\$16.83	\$18.77	\$19.87			
Housekeeping Attendant	\$18.68	\$20.54	\$21.74			
Journeyman Cook I	\$22.17	\$24.08	\$25.71			
Laundry Worker	\$19.21	\$21.15	\$22.45			
Lead Community & Home Support Worker	\$24.30	\$26.00	\$27.75			
Maintenance Worker I	\$21.59	\$23.59	\$25.67			
Maintenance Worker II	\$24.81	\$26.76	\$29.13			
Maintenance Worker III	\$28.66	\$30.65	\$33.64			
Non-Journeyman Cook	\$20.42	\$22.29	\$23.70			
Nursing Equipment & Supply Coordinator	\$21.56	\$22.47	\$23.41			
Porter	\$19.59	\$21.58	\$23.49			
Procurement Specialist I	\$28.35	\$31.64				
Service Aide	\$16.83	\$18.77	\$19.87			
Stores I	\$22.41	\$25.57				
Therapy Assistant - Diploma	\$24.80	\$25.53	\$26.38	\$27.19	\$28.85	\$29.76
Therapy Assistant - Non-Diploma	\$23.86	\$24.58	\$25.52	\$26.24	\$27.89	\$28.83
Resident Companion	\$20.47	\$21.13	\$21.86	\$22.73	\$23.38	
Support Services Attendant	\$18.68	\$20.54	\$21.74			
Unit Clerk	\$23.67	\$24.81	\$26.06	\$27.11	\$30.47	

**AUXILIARY NURSING**

**July 1, 2020 – December 31, 2021**

	<b>Step 1</b>	<b>Step 2</b>	<b>Step 3</b>	<b>Step 4</b>	<b>Step 5</b>	<b>Step 6</b>
Certified Nursing Attendant	\$21.16	\$22.03	\$22.70	\$23.55	\$24.29	\$24.96
Non-Certified Nursing Attendant	\$20.50	\$21.16	\$22.03	\$22.70	\$24.21	

**January 1 – November 30, 2022**

	<b>Step 1</b>	<b>Step 2</b>	<b>Step 3</b>	<b>Step 4</b>	<b>Step 5</b>	<b>Step 6</b>
Certified Nursing Attendant	\$21.37	\$22.25	\$22.93	\$23.79	\$24.53	\$25.21
Non-Certified Nursing Attendant	\$20.71	\$21.37	\$22.25	\$22.93	\$24.45	

**December 1, 2022 – June 30, 2023**

	<b>Step 1</b>	<b>Step 2</b>	<b>Step 3</b>	<b>Step 4</b>	<b>Step 5</b>	<b>Step 6</b>
Certified Nursing Attendant	\$21.64	\$22.53	\$23.22	\$24.09	\$24.84	\$25.53
Non-Certified Nursing Attendant	\$20.97	\$21.64	\$22.53	\$23.22	\$24.76	

**July 1, 2023 - June 30, 2024**

	<b>Step 1</b>	<b>Step 2</b>	<b>Step 3</b>	<b>Step 4</b>	<b>Step 5</b>	<b>Step 6</b>
Certified Nursing Attendant	\$22.07	\$22.98	\$23.68	\$24.57	\$25.34	\$26.04
Non-Certified Nursing Attendant	\$21.39	\$22.07	\$22.98	\$23.68	\$25.26	

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 CapitalCare**

**On behalf of the Canadian Union of Public Employees, Local 1158**



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Date: Feb 23, 2024

Date: Feb 23, 2024

## **LETTER OF UNDERSTANDING #1**

Between

**CapitalCare**  
(hereinafter referred to as the "Employer")

and

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

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

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

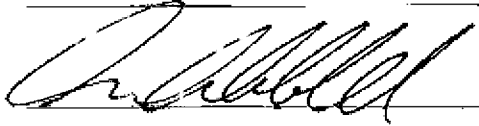
1. Employees will be advanced to the next higher Basic Rate of Pay on their anniversary date subject to the terms of the Collective Agreement providing for the withholding or delay in the granting of an increment.
2. Employees will be granted Named Holidays based on the provisions granted to full-time Employees in the Collective Agreement.
3. Employees will be granted vacation based on the provisions granted to full-time Employees in the Collective Agreement.
4. Employees shall accrue and be granted sick leave based on the provisions granted to full-time Employees in the Collective Agreement.
5. Employees will be considered to be full-time Employees when the Employer invokes the Layoff and Recall Article of the Collective Agreement.
6. Employees will be considered to be Full-time Employees when applying LOU #3 & 4: Flexible Spending Account.

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

Within three (3) months of the ratification of the new Collective Agreement, the parties agree to hold a meeting with two (2) management and two (2) Union representatives with a view to identifying those affected by the Letter of Understanding and to further seek a transition process to facilitate the deletion of this LOU.

ON BEHALF OF THE EMPLOYER

ON BEHALF OF THE UNION





DATE Feb. 23, 2024

DATE Feb 23, 2024

## **LETTER OF UNDERSTANDING #2**

Between

**CapitalCare**  
(hereinafter referred to as the "Employer")

and

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

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

The purpose of this Letter of Understanding is to replace, or otherwise amend, certain terms and conditions in the core of this Collective Agreement as it applies to all Employees hired prior to October 8, 2003. This Letter of Understanding came into effect October 8, 2003, in order to grandfather Employees hired prior to that date. The Letter of Understanding reflects an agreement changing seniority and recall rights from 24-months to 12-months upon ratification allowing for this group of employees not to be disadvantaged.

1. Amend Clause 35.02 to read:

"35.02 For all Employees hired prior to October 8, 2003, seniority shall be considered broken, all rights forfeited and there shall be no obligation to rehire when:

- (a) the employment relationship is terminated by either the Employer or the regular Employee;
- (b) twenty-four (24) months have expired following layoffs, during which time the regular Employee has not been recalled to work;
- (c) a regular Employee does not return to work on recall."

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

"Termination of Recall Rights while on Full Layoff

- 36.08 (a) Employment shall be deemed terminated when an Employee does not return from full layoff when notified to do so, or on the expiry of twenty-four (24) months from the date of full layoff, whichever first occurs.
- (b) An Employee's right to recall will expire if the Employee refuses recall to a position with the same or greater regularly scheduled hours and the same pay grade as their pre-layoff position or on the expiry of twenty-four (24) months from the date of full layoff, whichever first occurs.
- (c) If an Employee is a successful applicant on a competition, in accordance with Sub-clause 36.06 (c), and that position has the same or greater regularly scheduled hours and is in the same or higher pay grade as the position held prior to the layoff, their recall rights will be terminated.

- (d) If an Employee on full layoff accepts a position with less regularly scheduled hours than their pre-layoff position, they 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 their right to recall.
- (f) Where an Employee on full layoff has been recalled to a temporary position, the Employee will retain all recall rights for the twenty-four (24) months from the date of full layoff."

"Termination of Recall Rights while on Partial Layoff

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

"Casual Shifts

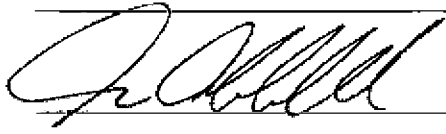
- 36.10 (a) Employees on full and partial layoff shall submit a completed availability sheet on a regular basis to the Employer, indicating their availability to work casual shifts.
- (b) Casual shifts shall be offered to Employees who have completed their availability sheets and who have the skills, training, knowledge, and ability to perform the work, in the following order:
    - (i) Regular Employees on partial layoff in order of seniority; then
    - (ii) Regular Employees on full layoff in order of seniority; then
    - (iii) Regular Part-time Employees; then
    - (iv) Temporary and Casual Employees.
  - (c) In the event that a regular Employee on layoff accepts an offer to work as a Casual or Temporary Employee, such Employee shall be governed by the Collective Agreement provisions applicable to Casual and Temporary Employees. However, regular Employees on full or partial layoff who refuse casual shifts may do so without adversely impacting their recall rights.


- (d) This obligation to offer casual shifts according to Clause 36.10 shall expire on twenty-four (24) months from the date the Regular Employee was reduced in regularly scheduled hours of work as a result of the application of this Article, or twenty-four (24) months from the date the Regular Employee was on full layoff, whichever is applicable.”

This Letter of Understanding shall apply over a period of time beginning on July 1, 2020 and ending June 30, 2024 or upon the date of ratification of the next Collective Agreement, whichever is later.

**ON BEHALF OF THE EMPLOYER**

**ON BEHALF OF THE UNION**





DATE Feb 23, 2024

DATE Feb 23, 2024

## **LETTER OF UNDERSTANDING #3**

### **CapitalCare**

(hereinafter referred to as the "Employer")

and

### **THE CANADIAN UNION OF PUBLIC EMPLOYEES, LOCAL 1158**

(hereinafter referred to as the "Union")

## **RE: FLEXIBLE SPENDING ACCOUNT**

The following shall apply:

- A Flexible Spending Account (FSA) shall be implemented for all employees eligible for benefits in accordance with Article 28: Health Benefits, Clause 28.04.
- On July 1, 2019, a sum of eight hundred and fifty dollars (\$850.00) per each benefit eligible Full-time Employee shall be allocated by the Employer to an FSA for each eligible Full-time Employee.

Effective on the first of the month following ninety (90) days from the date of ratification, this FSA amount shall be increased to reflect nine hundred dollars (\$900.00) per each benefit eligible Full Time Employee. Since the allocation for 2023 has already occurred, in order to implement this change, any additional FSA amount credited to an Employee shall be deposited into the Employee's Health Spending Account.

- This FSA shall be provided to benefit eligible Part-time employees on a pro-rated basis, based on their full-time equivalency as of June 1 of each calendar year.
- The FSA may be utilized by Employees for the purposes of receiving reimbursement for expenses associated with professional development including:
  - (i) tuition costs or course registration fees;
  - (ii) travel costs associated with course attendance;
  - (iii) professional journals, books, or publications; and
  - (iv) computer software.
  - (v) computer equipment;
  - (vi) tax free savings account deposits.
- Reimbursement for the cost of professional registration or voluntary association fees related to the employee's discipline.
- Reimbursement for health and dental expenses that are eligible medical expenses in accordance with the Income Tax Act and are not covered by the benefit plans specified in Article 28 of the Collective Agreement.
- Contribution to an Employer-administered Registered Retirement Savings Plan (RRSP).

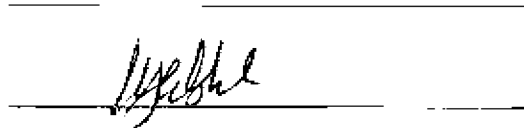
- Wellness expenses which may include, but are not limited to, such expenditures such as fitness memberships and fitness equipment.
- Family care including day care and elder care expenses.
- By June 1 of each year, employees who are eligible for the FSA will make an allocation for the utilization of their FSA for the subsequent Spending Account year (July 1 to June 30).
- Any unused allocation in an Employee's FSA as of June 30 of each calendar year may be carried forward for a maximum of one (1) calendar year.
- Employees who are laid off after July 1 in the year in which the funds are available, shall maintain access to the fund for the balance of that Spending Account year (July 1 to June 30) while on layoff.
- Reimbursement will be provided by the Employer upon submission of an original receipt. Photocopies will not be accepted.
- Where the Employer chooses to contract with an insurer for the administration of the Flexible Spending Account, the administration of the Account shall be subject to and governed by the terms and conditions of the applicable contract.

The Flexible Spending Account shall be implemented and administered in accordance with the Income Tax Act and applicable Regulations in effect at the time of implementation and during the course of operation of the Flexible Spending Account.

**ON BEHALF OF THE EMPLOYER**

**ON BEHALF OF THE UNION**





DATE Feb 23, 2024

DATE Feb 23 2023

## **LETTER OF UNDERSTANDING #4**

### **CapitalCare**

(hereinafter referred to as the "Employer")

and

### **THE CANADIAN UNION OF PUBLIC EMPLOYEES, LOCAL 1158**

(hereinafter referred to as the "Union")

### **RE: FLEXIBLE SPENDING ACCOUNT – AUXILIARY NURSING CARE**

For all auxiliary nursing care, effective July 1, 2019, the following shall apply:


- A Flexible Spending Account (FSA) shall be implemented for all employees eligible for benefits in accordance with Article 28: Health Benefits, Clause 28.04.
- A sum of one thousand one hundred dollars (\$1,100.00), per each benefit eligible Full-time Employee shall be allocated by the Employer to an FSA for each eligible Full-time Employee.
- This FSA shall be provided to benefit eligible Part-time employees on a pro-rated basis, based on their full-time equivalency as of June 1 of each calendar year.
- The FSA may be utilized by Employees for the purposes of receiving reimbursement for expenses associated with professional development including:
  - (i) tuition costs or course registration fees;
  - (ii) travel costs associated with course attendance;
  - (iii) professional journals, books, or publications; and
  - (iv) computer software
  - (v) computer Equipment
  - (vi) tax free savings account deposits
- Reimbursement for the cost of professional registration or voluntary association fees related to the employee's discipline.
- Reimbursement for health and dental expenses that are eligible medical expenses in accordance with the Income Tax Act and are not covered by the benefit plans specified in Article 28 of the Collective Agreement.
- Contribution to an Employer-administered Registered Retirement Savings Plan (RRSP).
- Wellness expenses which may include, but are not limited to, such expenditures such as fitness memberships and fitness equipment.
- Family care including day care and elder care expenses.
- By June 1 of each year, employees who are eligible for the FSA will make an allocation for the utilization of their FSA for the subsequent Spending Account year (July 1 to June 30).

- Any unused allocation in an **Employee's FSA** as of June 30 of each calendar year may be carried forward for a maximum of one (1) calendar year.
- Employees who are laid off after July 1 in the year in which the funds are available, shall maintain access to the fund for the balance of that Spending Account year (July 1 to June 30) while on layoff.
- Reimbursement will be provided by the Employer upon submission of an original receipt. Photocopies will not be accepted.
- Where the Employer chooses to contract with an insurer for the administration of the Flexible Spending Account, the administration of the Account shall be subject to and governed by the terms and conditions of the applicable contract.

The Flexible Spending Account shall be implemented and administered in accordance with the Income Tax Act and applicable Regulations in effect at the time of implementation and during the course of operation of the Flexible Spending Account.

**ON BEHALF OF THE EMPLOYER**

**ON BEHALF OF THE UNION**





DATE Feb 23, 2024

DATE Feb 23, 2024

**LETTER OF UNDERSTANDING #5**

**BETWEEN**

**CapitalCare**

(hereinafter referred to as the "Employer")

and

**THE CANADIAN UNION OF PUBLIC EMPLOYEES, LOCAL 1158**

(hereinafter referred to as the "Union")

**RE: Displacement & Recall Rights**

This Letter of Understanding is in effect July 1, 2003, due to the terms of the Collective Agreement changing upon ratification ensuring this group of employees was no being disadvantaged due to the change in displacement and recall. The parties agree that Employees in the following classifications will maintain displacement and recall rights in accordance with the pay range that they occupied prior to July 1, 2003:

**Classification**

**Classifications the Employee may displace or be recalled to.**

Cook's Assistant

Food Services Attendant; Housekeeping Attendant; Cook's Assistant; Support Services Attendant; Laundry Worker; Porter; Housekeeping Aide; Food Services Cashier; Food Services Aide; Resident Companion; Community and Home Support Worker.

Food Services Aide

Housekeeping Aide; Food Services Aide.

Food Services Attendant

Food Services Attendant; Housekeeping Attendant; Cook's Assistant; Support Services Attendant; Laundry Worker; Porter; Housekeeping Aide; Food Services Cashier; Food Services Aide; Resident Companion; Community and Home Support Worker.

Food Services Cashier

Housekeeping Aide; Food Services Cashier; Food Services Aide.

Housekeeping Aide

Housekeeping Aide; Food Services Aide.

Housekeeping Attendant

Food Services Attendant; Housekeeping Attendant; Cook's Assistant; Support Services Attendant; Laundry Worker; Porter; Housekeeping Aide; Food Services Cashier; Food Services Aide; Resident Companion; Community and Home Support Worker.

Journeyman Cook I      Food Services Attendant; Housekeeping Attendant; Cook's Assistant; Laundry Worker; Porter; Housekeeping Aide; Food Services Cashier; Food Services Aide; Driver; Unit Clerk; Non-Journeyman Cook; Maintenance Worker I & II; Rehabilitation Attendant, Nursing Attendant (Certified & Non-Certified); Resident Companion; Community and Home Support Worker; Activities Convenor.

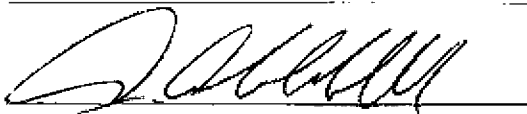
Non-Journeyman Cook      Food Services Attendant; Housekeeping Attendant; Cook's Assistant; Laundry Worker; Porter; Housekeeping Aide; Food Services Cashier; Food Services Aide; Driver; Unit Clerk; Non-Journeyman Cook; Maintenance Worker I; Rehabilitation Attendant, Nursing Attendant (Certified & Non-Certified).

Support Services Attendant      Food Services Attendant; Housekeeping Attendant; Cook's Assistant; Support Services Attendant; Laundry Worker; Porter; Housekeeping Aide; Food Services Cashier; Food Services Aide; Resident Companion; Community and Home Support Worker.

This Letter of Understanding shall apply over a period of time beginning on July 1, 2020 and end June 30, 2024 or upon the date of ratification of the next Collective Agreement, whichever is later.

**ON BEHALF OF THE EMPLOYER**

**ON BEHALF OF THE UNION**





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DATE Feb 23, 2024

DATE Feb 23, 2024

**LETTER OF UNDERSTANDING #6**

BETWEEN

**CapitalCare**

(hereinafter referred to as the "Employer")

and

**THE CANADIAN UNION OF PUBLIC EMPLOYEES LOCAL 1158**

(hereinafter referred to as the "Union")

**RE: TIME OF VACATION** \_\_\_\_\_

Initiate a trial over a full two (2) calendar year period of the following language in place of the current article 24.02:

**24.02 Time of Vacation**

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. The granting of vacation time is subject to the approval of the Employer based upon operational requirements. The Employer shall be reasonable when considering all vacation requests.

**(a) Vacation Selection Period #1 (April 1 to September 30)**

- (i) The Employer shall post a vacation schedule planner by January 1 of each year for vacations to be taken between April 1 and September 30 of that vacation year.

Where a regular Employee submits their vacation preference on a Vacation/Named Holiday Request Form by February 15, the Employer shall provide written approval or disapproval of that vacation request by March 15.

Preference as to choice of vacation dates shall be determined by seniority in the Regular Employee's particular service area and classification.

- (ii) Each regular employee must select on the vacation schedule planner and successfully take a minimum of two (2) weeks of their vacation entitlement during vacation selection period #1, except with the approval of the Employer.
- (iii) Requests for vacation submitted after February 15 shall be dealt with on a first come, first serve basis.

In this event, the regular Employee shall submit their Vacation/Named Holiday Request Form at least fourteen (14) days in advance of their requested vacation and the Employer shall provide written approval or disapproval within seven (7) days of receipt of the request. In extenuating circumstances, the Employer shall consider vacation requests with less than fourteen (14) days' advance notice of an Employee's requested vacation.

(b) **Vacation Selection Period #2 (October 1 to March 31)**

- (i) The Employer shall post a second vacation schedule planner by July 1 of each year for vacations to be taken between October 1 and March 31 of that vacation year.

Where a regular Employee submits their vacation preference on a Vacation/Named Holiday Request Form by August 15, the Employer shall provide written approval or disapproval of that vacation request by September 15<sup>th</sup>.

Preference as to choice of vacation dates shall be determined by seniority in the Regular Employee's particular service area and classification.

- (ii) Requests for vacation submitted after August 15 shall be dealt with on a first come, first serve basis. In this event, the regular Employee shall submit their Vacation/Named Holiday Request Form at least fourteen (14) days in advance of their requested vacation and the Employer shall provide written approval or disapproval within seven (7) days of receipt of the request. In extenuating circumstances, the Employer shall consider vacation requests with less than fourteen (14) days' advance notice of an Employee's requested vacation.
- (iii) After November 15 all remaining unscheduled vacation will be scheduled by the Employer following a consultation discussion with each affected employee.

- (c) For the purpose of this Sub-Clause, a regular Employee's seniority in a service area and classification shall continue to accrue during layoff and authorized leave(s) of absence.
- (d) A regular Employee shall be entitled to an unbroken period of vacation equal to their entire vacation entitlement unless otherwise mutually agreed between the Employer and the regular Employee.
- (e) A regular Employee who chooses to take their vacation in broken periods shall be allowed to exercise their preference as to choice of vacation dates for only one (1) vacation period that 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.

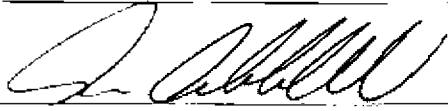
At the conclusion of the trial period, the parties may agree to:


- (1) Extend the trial period
- (2) Adopt the new process
- (3) Amend the trial process

Failing mutual agreement on one of these options, the existing terms and conditions of Article 24.02 would be reinstated.

ON BEHALF OF THE EMPLOYER

ON BEHALF OF THE UNION





DATE Feb 23, 2024

DATE Feb 23, 2024

## **LETTER OF UNDERSTANDING #7**

Between

**CapitalCare**  
(hereinafter referred to as the "Employer")

and

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

**RE: Article 28.02 Employee Benefits**

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Effective the first day of the month following ninety (90) days from the date of ratification, the coverage provided under the Supplementary Benefits Plan shall be amended as follows:

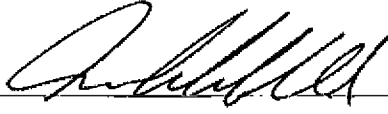
- Benefits coverage for Chartered Psychologist/Master of Social Work/Addictions Counsellor shall be reconfigured to eliminate the per-visit and twenty (20) visit per year maximums and implement a combined maximum of three thousand dollars (\$3000.00) per participant per benefit year.
- Revise reimbursement for services from a physiotherapist or massage therapist to reflect fifty dollars (\$50.00) per visit to a combined maximum of one thousand dollars (\$1000.00) per participant per benefit year.
- 100% Coverage for Continuous Positive Airway Pressure (CPAP) device.

Note: As per Article 28.03(a) the following terms apply:

- Must be prescribed for medical need;
- Two thousand five hundred dollar (\$2500.00) combined maximum per participant each benefit plan year;
- One (1) purchase per participant in a five (5) year period;
- Repairs/adjustments included;
- Accessories, supplies of four (4) items per participant in a twenty-four (24) month period.
- Coverage for Hearing Aids to a maximum of five hundred dollars (\$500.00) every twenty-four (24) months.

ON BEHALF OF THE EMPLOYER

ON BEHALF OF THE UNION





DATE Feb 23, 2024

DATE Feb 23 2024

**LETTER OF UNDERSTANDING #8**

Between

**CapitalCare**  
(hereinafter referred to as the "Employer")

and

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

RE: Articles 30.04 Maternity Leave & 33.05 Adoption Leave

CapitalCare will ensure the Articles noted above will be administered in compliance with the appropriate legislation concerning Maternity, Parental, and Adoption Leave.

**ON BEHALF OF THE EMPLOYER**

**ON BEHALF OF THE UNION**





DATE Feb 23, 2024

DATE Feb 23, 2024

**LETTER OF UNDERSTANDING #9**

Between

**CapitalCare**  
(hereinafter referred to as the "Employer")

and

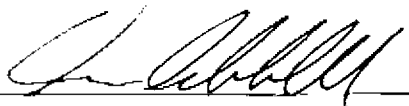
**THE CANADIAN UNION OF PUBLIC EMPLOYEES, LOCAL 1158**  
(hereinafter referred to as the "Union")


**RE: Article 33.02 (Change to practice)**

Prior to moving to on-line job postings only, the Employer will post a notice on the job bulletin boards notifying Employees of the anticipated date of such move, along with an outline of the tools and resources available to the Employees to assist them with this change. The notice shall be posted for no less than ninety (90) calendar days prior to this practice changing.

**ON BEHALF OF THE EMPLOYER**

**ON BEHALF OF THE UNION**

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DATE Feb 23, 2024

DATE Feb 23, 2024

**LETTER OF UNDERSTANDING #10**

Between

**CapitalCare**  
(hereinafter referred to as the "Employer")

and

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

**RE: Lump Sum Payments – Recognition for Services Rendered during the Covid-19 Response – General Support Services:**

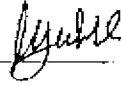
1. No later than sixty (60) calendar days after the date of ratification, each employee shall be issued a one-time premium payment of one percent (1.0%) of the Basic Rate of Pay for all hours actually worked between January 1, 2021, and December 31, 2021.
2. For the purposes of this one-time lump sum payment "regular hours actually worked" includes:
  - a) Leaves of Absences for Union business;
  - b) Other Leaves of Absences of one (1) month or less;
  - c) Time on sick leave with pay;
  - d) Absences while receiving Workers' Compensation;
  - e) Educational Leave up to twenty four (24) months; and
  - f) Maternity, Parental, Compassionate/Terminal Care, Parents of Critically Ill Child and Death or Disappearance of a Child Leaves.
3. In addition to Item 1 above, Employees employed with the Employer on the date of ratification, shall be issued a one-time premium payment as follows:
  - a) For Regular and Temporary Full Time Employees, a payment of \$1,400.00;
  - b) For Regular Part Time, Temporary Part Time, and Casual Employees, a payment of \$1,400.00, prorated to all regular hours actually worked and paid at the Basic Rate of Pay between July 1, 2021, and June 30, 2022, to a maximum of 1.0 FTE.

This payment will be paid within ninety (90) calendar days after the ratification of this Collective Agreement.

ON BEHALF OF THE EMPLOYER

ON BEHALF OF THE UNION





DATE Feb 23, 2024

DATE Feb 23 2024

**LETTER OF UNDERSTANDING #11**

Between

**CapitalCare**

(hereinafter referred to as the "Employer")

and

**THE CANADIAN UNION OF PUBLIC EMPLOYEES, LOCAL 1158**

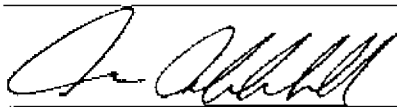
(hereinafter referred to as the "Union")

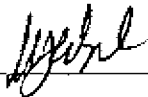
**RE: Lump Sum Payments – Recognition for Services Rendered during the Covid-19 Response – Auxiliary Nursing Care:** \_\_\_\_\_

1. No later than sixty (60) calendar days after the date of ratification, each employee shall be issued a one-time premium payment of one percent (1.0%) of the Basic Rate of Pay for all hours actually worked between January 1, 2021, and December 31, 2021.
2. For the purposes of this one-time lump sum payment "regular hours actually worked" includes:
  - a) Leaves of Absences for Union business.
  - b) Other Leaves of Absences of one (1) month or less;
  - c) Time on sick leave with pay;
  - d) Absences while receiving Workers' Compensation;
  - e) Educational Leave up to twenty-four (24) months; and
  - f) Maternity, Parental, Compassionate/Terminal Care, Parents of Critically Ill Child and Death or Disappearance of a Child Leaves.

**ON BEHALF OF THE EMPLOYER**

**ON BEHALF OF THE UNION**

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DATE Feb 23, 2024

DATE Feb 23, 2024