

ARTICLES OF A COLLECTIVE AGREEMENT

BINDING

CapitalCare

AND

HEALTH SCIENCES ASSOCIATION OF ALBERTA

(PARAMEDICAL PROFESSIONAL)

and

(PARAMEDICAL TECHNICAL)

FOR THE PERIOD

APRIL 1, 2020 TO MARCH 31, 2024

TABLE OF CONTENTS

<u>PREAMBLE</u>	1
<u>ARTICLE 1: TERM OF COLLECTIVE AGREEMENT</u>	2
<u>ARTICLE 2: DEFINITIONS</u>	2
<u>ARTICLE 3: MANAGEMENT RIGHTS</u>	5
<u>ARTICLE 4: RECOGNITION AND UNION BUSINESS</u>	5
<u>ARTICLE 5: DUES DEDUCTION AND UNION MEMBERSHIP</u>	7
<u>ARTICLE 6: NO DISCRIMINATION</u>	7
<u>ARTICLE 7: NO STRIKE OR LOCKOUT</u>	8
<u>ARTICLE 8: BULLETIN BOARDS</u>	8
<u>ARTICLE 9: PROBATIONARY PERIOD</u>	8
<u>ARTICLE 10: HOURS OF WORK</u>	9
<u>ARTICLE 11: WORK SCHEDULES AND SHIFTS</u>	10
<u>ARTICLE 12: OVERTIME</u>	13
<u>ARTICLE 13: ON-CALL DUTY</u>	14
<u>ARTICLE 14: SALARIES</u>	17
<u>ARTICLE 15: RECOGNITION OF PREVIOUS EXPERIENCE</u>	20
<u>ARTICLE 16: SHIFT DIFFERENTIAL AND WEEKEND PREMIUM</u>	21
<u>ARTICLE 17: RESPONSIBILITY PAY</u>	22
<u>ARTICLE 18: TEMPORARY ASSIGNMENTS</u>	22
<u>ARTICLE 19: NOT ALLOCATED</u>	23
<u>ARTICLE 20: TRAVEL EXPENSES</u>	23
<u>ARTICLE 21: VACATION WITH PAY</u>	23
<u>ARTICLE 22: NAMED HOLIDAYS</u>	27
<u>ARTICLE 23: SICK LEAVE</u>	29
<u>ARTICLE 24: WORKERS' COMPENSATION</u>	32
<u>ARTICLE 25: EMPLOYEE BENEFIT PLANS</u>	33
<u>ARTICLE 26: PENSION PLAN</u>	35
<u>ARTICLE 27: OVER/UNDER PAYMENTS</u>	36
<u>ARTICLE 28: SENIORITY</u>	36
<u>ARTICLE 29: PROMOTIONS, TRANSFERS AND VACANCIES</u>	37
<u>ARTICLE 30: LAYOFF AND RECALL</u>	42
<u>ARTICLE 31: TECHNOLOGICAL CHANGE</u>	45
<u>ARTICLE 32: CONTRACTING OUT</u>	46

<u>ARTICLE 33: LEAVES OF ABSENCE</u>	46
<u>ARTICLE 34: IN-SERVICE PROGRAMS</u>	54
<u>ARTICLE 35: COURT APPEARANCE</u>	55
<u>ARTICLE 36: EVALUATIONS, PERSONNEL FILES, AND EMPLOYEE MEDICAL FILES</u>	55
<u>ARTICLE 37: DISCIPLINE AND DISMISSAL</u>	56
<u>ARTICLE 38: RESIGNATION/TERMINATION</u>	58
<u>ARTICLE 39: JOB DESCRIPTIONS</u>	59
<u>ARTICLE 40: JOB CLASSIFICATIONS</u>	59
<u>ARTICLE 41: EMPLOYEE-MANAGEMENT ADVISORY COMMITTEE</u>	60
<u>ARTICLE 42: WORKPLACE HEALTH, SAFETY AND WELLNESS</u>	61
<u>ARTICLE 43: PROTECTIVE CLOTHING</u>	62
<u>ARTICLE 44: PART-TIME, TEMPORARY AND CASUAL EMPLOYEES</u>	62
<u>ARTICLE 45: PROFESSIONAL RESPONSIBILITY AND LICENSE/REGISTRATION RENEWAL</u>	71
<u>ARTICLE 46: GRIEVANCE PROCEDURE</u>	72
<u>ARTICLE 47: GRIEVANCE ARBITRATION</u>	74
<u>ARTICLE 48: COPIES OF COLLECTIVE AGREEMENT</u>	75
<u>ARTICLE 49: SUBROGATION</u>	75
<u>LETTER OF UNDERSTANDING #1</u>	77
RE: JOB SHARING	77
<u>LETTER OF UNDERSTANDING #2</u>	78
RE: SEVERANCE	78
<u>LETTER OF UNDERSTANDING #3</u>	80
RE: DECREASING OR INCREASING FULL-TIME EQUIVALENCY (FTE)	80
<u>LETTER OF UNDERSTANDING #4</u>	83
RE: EMPLOYEE SELF-DIRECTED FUNDED LEAVE.....	83
<u>LETTER OF UNDERSTANDING #5</u>	84
RE: ALTERNATE WORK SCHEDULES	84
<u>LETTER OF UNDERSTANDING #6</u>	85
RE: REGULATORY PRACTICE REVIEW PROCEDURE.....	85
<u>LETTER OF UNDERSTANDING #7</u>	87
RE: ENHANCED BENEFIT SPENDING ACCOUNT (EBSA).....	87
<u>LETTER OF UNDERSTANDING #8</u>	91
RE: ARTICLE 25: EMPLOYEE BENEFITS PLAN.....	91

<u>LETTER OF UNDERSTANDING #9</u>	93
RE: DUTY TO ACCOMMODATE	93
<u>LETTER OF UNDERSTANDING #10</u>	94
RE: COACHING PLANS.....	94
<u>LETTER OF UNDERSTANDING #11</u>	95
RE: JOINT COMMITTEE.....	95
<u>LETTER OF UNDERSTANDING #12</u>	96
RE: BENEFITS ELIGIBLE CASUAL EMPLOYEES (BECE)	96
<u>SALARY APPENDIX</u>	99

THIS COLLECTIVE AGREEMENT MADE THIS 6TH DAY OF APRIL A.D. 2023.

BETWEEN

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

OF THE FIRST PART

- and -

HEALTH SCIENCES ASSOCIATION OF ALBERTA
PARAMEDICAL PROFESSIONAL/TECHNICAL UNIT
(hereinafter referred to as the Union)

OF THE SECOND PART

PREAMBLE

WHEREAS the parties acknowledge that their primary purpose is to provide efficient person-centered continuing care health services and programs to residents, patients, participants and clients, and believe this purpose can be achieved most readily when harmonious relationships exist between the Employer and its Employees.

And whereas the parties recognize that a positive work environment raises the level of job satisfaction for Employees which directly impacts the quality of resident and client care, the parties shall endeavour to find resolution to issues of mutual concern in a manner which is fair and reasonable and consistent with the terms of this Collective Agreement.

NOW THEREFORE THIS COLLECTIVE AGREEMENT WITNESSES that the parties hereto in consideration of the covenants herein contained agree with each other as follows:

ARTICLE 1: TERM OF COLLECTIVE AGREEMENT

- 1.01 Except where specifically provided otherwise, the terms of this Collective Agreement shall be effective from the date upon which both parties exchange notice of ratification by the principals of this Collective Agreement, up to and including the thirty-first (31st) day of March, 2024, and from year to year thereafter unless notice, in writing, is given by either party to the other not less than sixty (60) calendar days nor more than one hundred and twenty (120) calendar days prior to the expiration date of its desire to change or amend this Collective Agreement.
- 1.02 Where notice is served by either party under the Labour Relations Code to commence Collective Bargaining, this Collective Agreement shall continue in full force and effect until either:
- (a) a settlement is agreed upon and a new Collective Agreement is ratified; or
 - (b) if a settlement is not agreed upon, a new Collective Agreement is executed as provided in the Labour Relations Code; or
 - (c) a strike or lockout commences.
- 1.03 An Employee whose employment has terminated prior to the signing of this Collective Agreement is eligible to receive retroactively any increase(s) to basic hourly salary schedules that they would have received but for the termination of employment upon the submission of a written application to the Employer within ninety (90) calendar days of the ratification of the Collective Agreement.

ARTICLE 2: DEFINITIONS

In this Collective Agreement:

- 2.01 “Arbitration” shall take meaning from the section of the appropriate Code dealing with the resolution of a difference.
- 2.02 “Union” means the Health Sciences Association of Alberta.
- 2.03 “Employer” is the Capital Care Group Inc. operating as CapitalCare. It also means and includes, such officers as may, from time to time, be appointed or designated by the Employer to carry out its administrative duties.
- 2.04 (a) For Employees in the paramedical professional unit, “Basic Rate of Pay” is the step in the scale applicable to the Employee as set out in the Salaries Appendix inclusive of premium payable in Article 18.01 (Temporary Assignments), but exclusive of all other allowances and premium payments.

- (b) For Employees in the paramedical technical unit, “Basic Rate of Pay” is the step in the scale applicable to the Employee as set out in the Salaries Appendix inclusive of the qualification differentials set out in Article 14.06 and premium payable as set out in Article 18.01 (Temporary Assignments), but exclusive of all other allowances and premium payments.

2.05 “Board” means the Board of Directors of CapitalCare.

2.06 “Chief Operating Officer” means the senior person responsible to the Board of Directors of CapitalCare.

2.07 “Code” means *The Labour Relations Code* as amended from time to time.

2.08 “Employee” means any person employed in the bargaining unit referred to in Article 4.01, or who performs functions of a paramedical professional or paramedical technical nature. It shall further include any person employed in any new classification added to the bargaining unit in the future pursuant to Article 40.

2.09 All Employees will be designated as follows:

- (a) “Regular Employee” is one who works on a Full-Time or Part-Time basis on regularly scheduled shifts of a continuing nature:

- (i) “Full-Time Employee” is a Regular Employee who works the full specified hours in the Hours of Work Article of this Collective Agreement;

- (ii) “Part-Time Employee” is one who works scheduled shifts, whose hours of work are less than those specified in the Hours of Work Article of this Collective Agreement.

- (b) “Casual Employee” is a person who:

- (i) works on a call-in basis and is not regularly scheduled; or

- (ii) is regularly scheduled for a period of three (3) months or less for a specific job; or

- (iii) relieves for an absence the duration of which is three (3) months or less.

- (c) “Temporary Employee” is one who is hired on a temporary basis for a Full-Time or Part-Time position:

- (i) for a specific job of more than three (3) months and less than twelve (12) months; or
- (ii) to replace a Full-Time or Part-Time Employee who is on an approved leave of absence for a period in excess of three (3) months; or
- (iii) to replace a Full-Time or Part-Time Employee who is on a leave due to illness or injury where the duration of such leave is anticipated to be in excess of three (3) months.

Temporary positions may be extended by mutual agreement between the Employer and the Union. The Employer shall provide as much notice as reasonably possible to extend the term of a temporary position prior to its expiry. Such agreement shall not be unreasonably withheld.

2.10 CapitalCare currently defines its existing sites/programs as:

Sites: The building or series of proximate buildings established by the Employer as a designated work location for Employees.

Programs: Functions that serve the whole scope of CapitalCare operations regardless of where they are located such as, but not limited to, pharmacy, health records and other corporate service functions.

2.11 "Gross Earnings" shall mean all monies paid by the Employer and earned by an Employee under the terms of this Collective Agreement.

2.12 "Month" is the period of time between the date in one (1) month and the preceding date in the following month.

2.13 "Shift" means a daily tour of duty exclusive of overtime hours.

2.14 Throughout this Collective Agreement, a word used in the singular applies also in the plural and vice versa.

2.15 "Job Steward" means an Employee of the Employer designated by the Union to act as an Employee representative in the administration of the Collective Agreement.

2.16 "Local Unit Representative" may mean a local unit chair, or two (2) co-chairs, group representatives and/or other positions as determined by the local unit. Local Unit Representatives shall form the local unit executive. The role of the local unit executive is to advocate for and engage their members. Local unit representatives are elected by members of the local unit. Unless pre-authorized by the Employer, the Local Unit Representatives shall not conduct union

business while on duty nor shall they conduct union business in such a manner that it interferes with any Employee performing their employment duties.

ARTICLE 3: MANAGEMENT RIGHTS

- 3.01 The Employer reserves all rights not specifically restricted or abrogated by the provisions of this Collective Agreement.
- 3.02 Without limiting the generality of the foregoing, the Union acknowledges that it shall be the exclusive right of the Employer to operate and manage its business, including the right to:
- (a) maintain order, discipline and efficiency;
 - (b) make, alter, and enforce, from time to time, rules and regulations to be observed by an Employee which are not in conflict with any provisions of this Collective Agreement;
 - (c) direct the working force and to create new classifications and house/work units and to determine the number of Employees, if any, needed from time to time in any house/work unit or classification and to determine whether or not a position, house/work unit, or classification will be continued or declared redundant;
 - (d) hire, promote, transfer, layoff and recall;
 - (e) demote, discipline, suspend or discharge for just cause.

ARTICLE 4: RECOGNITION AND UNION BUSINESS

- 4.01 The Employer recognizes the Union as the exclusive bargaining agent for all Employees employed in the unit as defined by the certificate issued by the Labour Relations Board as “all Employees when employed in a paramedical professional capacity” and “all Employees when employed in a paramedical technical capacity” and any amendments thereto.
- 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 Except as otherwise specified elsewhere in this Collective Agreement, all correspondence between the parties arising out of this Collective Agreement or incidental thereto shall pass to and from the Chief Operating Officer or designate of the Employer and the Union.
- 4.04 An Employee shall not engage in Union business during their working hours without prior permission of the Employer.

- 4.05 Any duly accredited officer employed by the Union may be permitted on the Employer's premises for the purpose of transacting Union business provided prior permission to do so has been granted by the Employer.
- 4.06 The Employer shall notify the Union at least two (2) weeks in advance of the corporate orientation. A representative of the Union shall have the right to make a presentation of up to forty-five (45) minutes during the probationary period or at the orientation of new Employees with respect to the structure of the Union, as well as the rights, responsibilities and benefits under the Collective Agreement, provided however, that attendance at the presentation shall not be compulsory and, further, that a representative of the Employer may be present at such presentation. Where the representative of the Union is a Steward or Local Unit Representative there shall be no loss of pay for time spent at the presentation.
- 4.07 The name of the local unit representatives shall be supplied in writing to the Employer before they are recognized as a local unit representative. A local unit representative shall be entitled to leave work to carry out their functions as provided in this Collective Agreement, provided permission to leave work during working hours, and agreement on the length of time of such leave, shall first be obtained from the Supervisor. Such permission shall not be unreasonably withheld. Representatives shall suffer no loss of pay for time spent on the Employer's premises in performing such duties.
- 4.08 Job Steward
- (a) The name of a Job Steward shall be supplied to the Employer before they are recognized as a Job Steward. Upon request of the Employer, the Union shall provide a list of all Stewards.
 - (b) The Job Steward may accompany or represent Employees:
 - (i) at formal investigations or disciplinary meetings; or
 - (ii) during the processing of a grievance including the grievance hearing.
 - (c) It is the sole responsibility of the Union to arrange the attendance of a Job Steward for 4.08(b)(i) and (ii) above.
 - (d) When it becomes necessary to leave work for these functions, a Job Steward shall obtain permission from their Supervisor to leave work prior to attending any meeting referenced in 4.08(b) above. Such permission shall be requested with as much advance notice as possible and shall not be unreasonably denied. Stewards shall suffer no loss of regular earnings for leave under this Article.

- (e) The Union shall advise the Employer as soon as possible when a Job Steward is no longer an authorized representative.

ARTICLE 5: DUES DEDUCTION AND UNION MEMBERSHIP

- 5.01 Membership in the Union is voluntary.
- 5.02 Notwithstanding the provisions of Article 5.01, the Employer will deduct from the gross earnings of each Employee covered by this Collective Agreement an amount equal to the dues as specified by the Union, provided the deduction formula is compatible with the accounting system of the Employer. Such deductions shall be forwarded to the Union not later than the fifteenth (15th) day of the month following and shall be accompanied by a list showing the name and classification and category [Regular, Temporary, Casual (including Employees on recall)] of the Employees from whom deductions have been taken and the amount of the deductions and gross earnings of each Employee. Such list shall indicate newly hired and terminated Employees, and, where the existing computer system is capable, status of Employees, the increment level, Employees reclassified, promoted or transferred outside the scope of this Collective Agreement, and address of Employees.
- 5.03 Dues will be deducted from an Employee during sick leave with pay and during a leave of absence with pay.
- 5.04 The Union shall give not less than thirty (30) days notice of any change in the rate at which dues are to be deducted.
- 5.05 The Employer will record the amount of Union dues deducted on the T4 forms issued to an Employee for income tax purposes.
- 5.06 The Union shall give not less than thirty (30) days notice of a Special Assessment deduction.
- 5.07 When and if possible, an electronic copy of monthly dues that are outlined in Article 5.02 above shall be supplied to the Union.

ARTICLE 6: NO DISCRIMINATION

- 6.01 There shall be no discrimination, restriction or coercion exercised or practiced by either party in respect of an Employee by reason of race, colour, creed, national origin, political or religious affiliation, gender, gender identity, gender expression, sexual orientation, marital status, source of income, family status, age, mental disability, physical disability, nor by reason of membership or non-membership or lawful activity in the Union, nor in respect of an Employee or Employer

exercising any right conferred under this Collective Agreement or any law of Canada or Alberta.

- 6.02 Article 6.01 shall not apply with respect to a refusal, limitation, specification or preference based on a bona fide occupational requirement.
- 6.03 The Employer, the Union and Employees recognize a joint responsibility to provide respectful, secure, and supportive work environments for all individuals. The Employer will maintain policies in support of these principles. If workplace violence or harassment has occurred, the Employer, the Union and Employees shall take appropriate action to ensure it ceases.

ARTICLE 7: NO STRIKE OR LOCKOUT

- 7.01 There shall be no strike, lockout or slowdown during the life of this Collective Agreement.
- 7.02 If an Employee engages in a strike, slowdown, stoppage of work, picketing of the Employer's premises or refusal to perform work, during the life of this Collective Agreement, the Union shall instruct them to return to work immediately and perform their duties faithfully and resort to the grievance procedure established herein for the settlement of any difference or grievance.

ARTICLE 8: BULLETIN BOARDS

- 8.01 The Employer shall provide a bulletin board to be placed in a reasonably accessible location for the exclusive use of the Union. In addition, and where requested by the Union, space may be provided on other existing bulletin boards.

The Union may post, on such bulletin boards, notices of meetings and other notices which may be of interest to Employees.

The Employer reserves the right to require that posted material objectionable to the Employer be removed from bulletin boards.

ARTICLE 9: PROBATIONARY PERIOD

- 9.01 A newly hired Regular or Temporary Employee shall serve a probationary period of five hundred and three point seven five (503.75) hours worked exclusive of training, orientation and overtime hours immediately following the date on which the current period of continuous employment commenced.

Upon transfer to a Regular or Temporary position, hours worked as a Casual Employee in the same classification shall be considered as contributing to the completion of a probationary period up to a maximum of three hundred and thirty five (335) hours provided that not more than three (3) months have elapsed since they worked for the Employer.

- 9.02 The Employer shall provide a written evaluation to each probationary Employee prior to the completion of their probationary period. The written evaluation will notify the Employee of any improvements that need to be made and provide the Employee with an opportunity to correct them during the probationary period. If, in the opinion of the Employer, the Employee is found to be unsatisfactory, they may be terminated without notice and without recourse to the grievance procedure.
- 9.03 An Employee who has completed their probationary period and has remained in a position covered by the same certificate shall not subsequently be placed on probation.
- 9.04 If, in the opinion of the Employer, the Employee's performance is found to be unsatisfactory, the Employee's probationary period may be extended up to six (6) months, if mutually agreed upon by the Union and the Employer. During the extended period, the Employee shall be given regular feedback regarding their performance.

ARTICLE 10: HOURS OF WORK

- 10.01 Regular hours of work for a Full-Time Employee, exclusive of meal periods, shall be:
- (a) seven and three-quarter (7 3/4) work hours per day; and
 - (b) an average of seventy-seven and one-half (77 1/2) work hours in a fourteen (14) day period.

10.02 Meal Periods and Rest Periods

- (a) Regular hours of work shall include, as scheduled by the Employer, two (2) rest periods of fifteen (15) minutes during each shift of seven and three-quarter (7 3/4) hours and exclude an unpaid meal period of not less than thirty (30) minutes.
- (b) Availability During Meal Periods

When an Employee is required by the Employer to remain readily available for duty during their meal period, they shall be paid for the meal period at their Basic Rate of Pay rate unless they are permitted to take compensating time off for the full meal period at a later time in the shift. Such paid meal period shall not be included in the calculation of regular hours of work.

(c) Working During Meal and Rest Periods

If an Employee is required to work or is recalled to duty during their meal period or rest period, compensating time off for the full meal period or rest period shall be provided later in the shift, or they shall receive pay for the full meal period or rest period in accordance with the following:

- (i) for a rest period, they shall be paid at the applicable overtime rate instead of their Basic Rate of Pay;
- (ii) for a meal period that they are not required to be readily available pursuant to Article 10.02(b), they shall be paid at the applicable overtime rate;
- (iii) for a meal period that they are required to be readily available pursuant to Article 10.02(b), they shall be paid the applicable overtime rate instead of their Basic Rate of Pay.

10.03 Subject to Article 10.02, hours of work shall be consecutive.

10.04 Modified hours of work may be implemented where mutually agreed between the Employer and the Union.

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

ARTICLE 11: WORK SCHEDULES AND SHIFTS

11.01 An Employee shall be aware that they may be required to work various shifts throughout the twenty-four (24) hour day and the seven (7) days of the week. The first shift of the working day shall be the one wherein the majority of hours worked fall between twenty-four hundred (2400) and zero eight hundred (0800) hours.

11.02 Shift Scheduling Standards and Premiums for Non-Compliance

- (a) Except in cases of emergency or by mutual agreement in writing between the Employer, the Employee, and the Union, shift schedules shall provide for:
 - (i) at least two (2) of the scheduled days off to be consecutive in each two (2) week period;

- (ii) where possible one (1) weekend off in each two (2) week period but, in any event, two (2) weekends off in each five (5) week period;
 - (iii) at least fifteen (15) hours off duty between the end of one shift and the commencement of the next shift;
 - (iv) not more than seven (7) consecutive scheduled days of work.
- (b) Where the Employer is unable to provide the provisions of Article 11.02(a)(i), (ii), (iii), or (iv) and an emergency has not occurred, nor has it been mutually agreed in writing otherwise, the following conditions shall apply:
- (i) failure to provide days off in accordance with Article 11.02(a)(i) shall result in the payment to each affected Employee of two times (2X) their Basic Rate of Pay for one (1) regular shift worked during the two (2) week period;
 - (ii) failure to provide both of the required two (2) weekends off duty in accordance with Article 11.02(a)(ii) shall result in payment to each affected Employee of two times (2X) their Basic Rate of Pay for each of four (4) regular shifts worked during the five (5) week period;
 - (iii) failure to provide one (1) of the required two (2) weekends off duty in accordance with Article 11.02(a)(ii) shall result in payment to each affected Employee of two times (2X) their Basic Rate of Pay for each of two (2) regular shifts worked during the five (5) week period;
 - (iv) failure to provide fifteen (15) hours off duty in accordance with Article 11.02(a)(iii) shall result in payment of two times (2X) the Basic Rate of Pay for all hours worked on that next shift.
- (c) For the purpose of this provision, "weekend" shall mean a consecutive Saturday and Sunday assuring a minimum of fifty-six (56) hours off duty.
- (d) An Employee required to rotate shifts shall be assigned day duty approximately one-third (1/3) of the time unless mutually agreed to by the Employer, the Employee and the Union provided that, in the event of an emergency or where unusual circumstances exist, the Employee may be assigned to such shift as deemed necessary by the Employer.

For the purpose of applying this provision:

- (i) scheduled days off shall not be considered as day duty; and

- (ii) time off on vacation shall only be considered as day duty if day duty would have been worked by the Employee according to the shift schedule save and except for the vacation.
- (e) Where necessary, optional scheduling provisions may be mutually agreed to in writing between the Employer and the Union.

11.03 Schedule Posting and Schedule Changes

- (a) Unless otherwise agreed between the Employer and the Union in writing, shift schedules shall be posted twelve (12) weeks in advance. Except in cases of emergency or by mutual agreement between the Employer and the Employee, if a shift schedule is changed after being posted, the affected Employees shall be provided with fourteen (14) calendar days' notice of the new schedule. In the event that an Employee's schedule is changed in the new shift schedule and they are not provided with fourteen (14) calendar days' notice, they shall be entitled to premium payment subject to the provisions of Article 11.03(b), (c) and (d).
 - (b) Unless an Employee is given at least fourteen (14) calendar days' notice of a change of their scheduled day(s) off they shall be paid two times (2X) their Basic Rate of Pay for all hours worked on such day(s) unless such change is at the Employee's request.
 - (c) If, in the course of a posted schedule, the Employer changes the Employee's scheduled shift (i.e.: days to evenings, days to nights or evenings to nights) but not their day off, they shall be paid at the rate of two times (2X) their Basic Rate of Pay for all hours worked on the first shift of the change schedule unless fourteen (14) calendar days' notice of such change has been given.
 - (d) If, in the course of a posted schedule, the Employer changes the Employee's shift start time by two (2) hours or more they shall be paid at the rate of two times (2X) their Basic Rate of Pay for all hours worked on this shift unless fourteen (14) calendar days' notice of such change has been given.
- 11.04 In the event that an Employee reports for work as scheduled and is required by the Employer not to commence work but to return to duty at a later hour, they shall be compensated for that inconvenience by receiving two (2) hours pay at their Basic Rate of Pay.
- 11.05 Should an Employee report and commence work as scheduled and be required to cease work prior to completion of their scheduled shift and return to duty at a later hour, they shall receive their basic hourly rate of pay for all hours worked

with an addition of two (2) hours pay at their Basic Rate of Pay for that inconvenience.

11.06 Employee Shift Trading

Employees may exchange shifts and/or days off with the approval of the Employer provided no increase in cost is incurred by the Employer.

ARTICLE 12: OVERTIME

- 12.01 Overtime is all time authorized by the Employer and worked by an Employee in excess of seven and three-quarter (7 3/4) hours per day or on scheduled days of rest.
- 12.02 The Employer shall designate an individual who may authorize overtime.
- 12.03 Authorization for overtime after the fact by the Employer shall not be unreasonably denied where overtime arises as a result of unforeseeable circumstances in which it is impossible to obtain prior authorization.
- 12.04 Overtime will be paid in accordance with the following:
- (a) For work in excess of seven and three-quarter (7 3/4) hours per day, two times (2X) their Basic Rate of Pay exclusive of meal periods, if taken. This overtime payment will cease and the Employee's Basic Rate of Pay will apply at the start of the next regularly scheduled shift.
 - (b) For work on scheduled day(s) of rest, two times (2X) their Basic Rate of Pay. This overtime payment will cease and the Employee's Basic Rate of Pay will apply at the start of their next scheduled shift.
- 12.05 An Employee who normally returns to their place of residence by means of public transportation following the completion of their regularly scheduled shift, but who is prevented from doing so by being required to remain on duty longer than such shift and past the time when normal public transportation is available, shall be reimbursed for the cost of reasonable, necessary and substantiated transportation expenses to their place of residence.
- 12.06 Subject to mutual agreement between the Employer and an Employee, the Employee may be granted time off duty in lieu of overtime payments at the applicable premium rate. Unless mutual agreement between an Employee and the Employer is reached as to when accumulated overtime will be taken as time off in lieu of overtime payment, such liability of the Employer as of the last day of March, shall be paid out.

- 12.07 Except in cases of emergency, no Employee shall be required or permitted to work more than a total of sixteen (16) hours (inclusive of regular and overtime hours) in a twenty-four (24) hour period beginning at the first hour the Employee reports for work.
- 12.08 Rest periods and meal periods shall be provided in accordance with Article 10.02.
- 12.09 An Employee who works more than four (4) hours of overtime immediately following a shift shall be provided with access to a meal at no cost.

ARTICLE 13: ON-CALL DUTY

- 13.01 The term “on-call duty” shall be deemed to mean any period, during which an Employee is not on regular duty and during which the Employee is on-call and must be reasonably available to respond without undue delay to any request to return to duty, and/or be available for telephone/electronic consultation.
- 13.02 Unless otherwise agreed in writing between the Employer and the Union, on-call periods shall be scheduled at least twelve (12) weeks in advance except in cases of emergency. Unless otherwise agreed between the Employer and the Employee, Employees whose on-call schedule has been changed with less than fourteen (14) calendar days notice shall be paid at the higher on-call rate.

Unless otherwise agreed between the Employer and the Employee, if in the course of a posted on-call duty roster, the Employer changes an Employee's on-call period, the Employee shall be paid at two times (2X) the on-call rate for all hours in the period of on-call affected by the change unless fourteen (14) days notice of such change has been given. The Employee shall be notified of the change and such change shall be recorded on the on-call duty roster.

- 13.03 Wherever possible, the Employee shall not be assigned to on-call duty more than seven (7) consecutive calendar days. Employees assigned to on-call duty more than seven (7) consecutive days in any two (2) week period shall be paid the higher on-call rate for the eighth (8th) and subsequent days in that two (2) week period. The higher on-call rate shall apply until an Employee has two (2) consecutive days off without being on-call. Where an Employee is on-call for more than seven (7) consecutive calendar days at their request or as the result of an exchange with another Employee, the regular on-call rates shall apply.
- 13.04 Regulations in respect of approval or authorization for on-call duty and the procedures which are to be followed by an Employee shall be prescribed by the Employer.

13.05 **On-Call Pay**

For each assigned hour, or part thereof, of authorized on-call duty, an 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 days off and Named Holidays, the sum of four dollars and fifty cents (\$4.50) per hour. A Named Holiday or non-work day shall run from zero one (0001) hours on the Named Holiday or non-work day to twenty-four hundred (2400) hours of the same day.

13.06 An Employee called back to duty on a Named Holiday shall be:

- (a) compensated in accordance with Article 13.07; and
- (b) given compensating time off at their Basic Rate of Pay for actual hours worked on the call-back at a mutually agreeable time. Time not taken by the last day of March in any given year shall be paid out.

13.07 **Call-Back Pay**

- (a) For each occasion that an Employee is called back to duty during the Employee's on-call period, in addition to the payment received for being on-call, the Employee shall be deemed to be working overtime and shall be paid for all hours worked during the on-call period or for three (3) hours, whichever is the longer, at the overtime rate of two times (2X) the Basic Rate of Pay. An Employee called back to duty will be permitted to leave the facility upon completion of the procedure or examination for which they were called back. However, any further requests for emergent procedures received by an Employee prior to leaving the facility following completion of the work required on the initial call shall be considered one (1) call for the purpose of determining call-back pay.
- (b) When a Regular or Temporary Employee who has not been assigned "on-call duty" is called and required to report for work on a call-back basis, they shall be paid for all hours worked, or for three (3) hours, whichever is greater, at two times (2X) their Basic Rate of Pay. Such Employee shall be entitled to the provisions of Article 13.10.
- (c) Call-back pay may be granted in the form of time off duty with pay in accordance with the provisions of Article 12.06.

13.08 (a) Where an Employee works more than six (6) hours pursuant to Article 13.07, or is called back to work more than twice in the eight (8) hours

immediately preceding their next scheduled shift, they shall be entitled to eight (8) consecutive hours rest before commencing their next scheduled shift, without loss of earnings.

- (b) Where the Employer fails to provide the required eight (8) consecutive hours of rest in accordance with Article 13.08(a), the Employee shall be paid the overtime rate for all hours worked on the next scheduled shift.
- (c) The Employee in the above situation will advise their Supervisor in advance of the fact that they will not be reporting for duty at their scheduled time.
- (d) This provision is waived if the Employee is granted a request for a particular shift arrangement.

13.09 The Employer shall make every effort to avoid placing an Employee “on-call” on the evening prior to or during scheduled off-duty days.

13.10 An Employee who is called back for duty shall be reimbursed for reasonable, necessary and substantiated transportation expenses and, if the Employee travels for such purpose by private motor vehicle, reimbursement shall be paid at fifty point five cents (\$0.505) per kilometre, or the rate per kilometre paid by the Government of Alberta, whichever is higher, from the Employee's residence and return.

13.11 When an Employee is supplied with an electronic device by the Employer for the purpose of on-call duty, there shall be no cost to the Employee for the use of the electronic device.

13.12 **Telephone/Electronic Consultation**

When an Employee who has been assigned to on-call duty is consulted by telephone or another form of electronic media authorized by the Employer, and is authorized to handle client related matters without returning to the work place, the following will apply:

- (a) An Employee who has not completed seven and three-quarter (7 3/4) hours of work in the day or thirty-eight and three-quarter (38 3/4) hours of work during the week shall be paid at their Basic Rate of Pay for the total accumulated time spent on Telephone/Electronic Consultation(s) and corresponding required documentation during the on-call period. If the total accumulated time spent on Telephone/Electronic Consultation(s), and corresponding required documentation during the on-call period is less than thirty (30) minutes, the Employee shall be compensated at the Basic Rate of Pay for thirty (30) minutes.

- (b) An Employee who has completed seven and three-quarter (7 3/4) hours of work in the day or thirty-eight and three-quarter (38 3/4) hours of work during the week shall be paid at the applicable overtime rate for the total accumulated time spent on Telephone/Electronic Consultation(s) and corresponding required documentation during the on-call period. If the total accumulated time spent on Telephone/Electronic Consultation(s) and corresponding required documentation during the on-call period is less than thirty (30) minutes, the Employee shall be compensated at the applicable overtime rate for thirty (30) minutes.
- (c) If, during assigned on-call duty, an Employee works three (3) hours or more of Telephone/Electronic Consultation within the on-call 7-day period, the Employee may choose time off at a mutually agreed to time, instead of payments as outlined in 13.12(a) and (b).

Time not taken by the last day of March in any given year shall be paid out.

ARTICLE 14: SALARIES

- 14.01 Basic salary scales and increments shall be as set out in the Salaries Appendix and shall:
 - (a) be effective on the dates specified therein;
 - (b) be applicable to an Employee employed in a designated classification only when such classification has been created within the work force of the Employer and falls within the scope of this bargaining unit;
 - (c) form a part of this Collective Agreement.
- 14.02 (a) Unless otherwise changed by the operation of this Collective Agreement, salary increments for Regular Full-Time Employees shall be applied on the appropriate anniversary of the date the Employee commenced employment with the Employer as a Regular Full-Time Employee.
 - (b) Unless otherwise changed by the operation of this Collective Agreement, a Regular Part-Time Employee who has had a change in status to a Regular Full-Time Employee shall have their anniversary date established based on hours worked with the Employer at the increment level such Employee was entitled to receive immediately prior to their change in status.
- 14.03 Both parties to this Collective Agreement recognize that an Employee normally improves in skill and ability relative to experience. In the event that there is just reason to believe that such improvement has not occurred, an annual increment may be withheld. Where an increment is withheld, the Employee and the Union

shall be so advised, in writing, and the Employee's performance will be evaluated, in writing on a month-to-month basis. After they reach a satisfactory performance level, the increment shall be granted as of that date; however, their anniversary date, for annual increment purposes, shall not be changed.

14.04 (A) For Paramedical Professional Employees:

- (a) Recognition shall be extended to Dietitians who have completed the required internship or its equivalent for registration by starting that individual at the second (2nd) step of the salary scale.
- (b) Recognition shall be extended to a Graduate Pharmacist who has completed an accredited residency program in the hospital pharmacy by starting that individual at the second (2nd) step of the salary scale.
- (c) In the event that:
 - (i) an occupied position outside the scope of this bargaining unit is subsequently determined to be within the scope of this bargaining unit in accordance with the provisions of Article 4.01; and
 - (ii) the incumbent within such position is therefore determined to be an Employee within the scope of the bargaining unit; and
 - (iii) the Basic Rate of Pay of such Employee exceeds the applicable rate of pay for the appropriate classification within the Salary Appendix;

then the Employee, while employed in such position shall continue to receive their previous rate of pay until the appropriate rate of pay for the classification in the Salary Appendix becomes equal to or greater than their previous rate of pay, at which time they shall then receive the applicable rate in pay in the Salary Appendix for the classification to which the position is allocated.

- (d) Where applicable, an Employee who has completed the required educational requirements of any of the paramedical professional classifications covered by this Collective Agreement, who has not yet fulfilled the requirement for full licensing/registration but has a provisional or conditional licensing/registration shall be paid ninety percent (90%) of the applicable rate for the classification to which they have been hired.

Upon providing proof of having completed registration requirements, the salary of such Employee shall be adjusted to the full rate retroactive to the date of successful completion of the licensing/registration requirements or the Employee's most recent date of employment whichever is later.

(B) For Paramedical Technical Employees:

- (a) Where applicable, an Employee who has completed the required training in any of the technologies covered by this Collective Agreement and who is awaiting licensing/registration/certification examinations or results of same shall be paid ninety percent (90%) of the applicable rate for the classification to which they have been hired.

Upon proof of having passed the licensing/registration/certification examination, the salary of such Employee shall be adjusted to the full rate retroactive to date of successful completion of the examination, or commencement of employment, whichever is the later.

- (b) An Employee covered by this Collective Agreement who has not successfully completed a recognized course of training or certification examinations normally required for the classification in which they are employed shall be paid ninety percent (90%) of the applicable rate in the salary scale according to length of service.

14.05 Sole Professional (Paramedical Professional Employees)

An Employee who is the only person within the organization exercising responsibilities for their particular professional field of practice shall receive an additional one dollar (\$1.00) per hour.

14.06 Paramedical Technical Employees who have successfully completed post graduate education programs resulting in qualifications as listed below shall receive for the highest qualification held, provided the qualification is utilized in the normal course of duties, in addition to their hourly rate as set out in the Salaries Appendix, an amount as herein stated for the qualification:

	<u>Hourly</u>
Bachelor of Health Information Management	\$0.44

ARTICLE 15: RECOGNITION OF PREVIOUS EXPERIENCE

15.01 Salary recognition shall be granted for work experience satisfactory to the Employer (including experience in the private sector) provided not more than five (5) years have elapsed since such experience was obtained as outlined in the following guidelines:

For regulated professions, the Employer may recognize work experience notwithstanding a break in service of more than five (5) years if the Employee has fulfilled the licensing requirements of the Employee's professional body to maintain standing in that profession.

- (a) One (1) annual increment for two thousand and twenty-two point seven five (2022.75) regular hours of work experience within the last six (6) years.
- (b) Two (2) annual increments for three thousand eight hundred and fifty-one point seven five (3851.75) regular hours of work experience within the last seven (7) years.
- (c) Three (3) annual increments for five thousand six hundred and eighty point seven five (5680.75) regular hours of work experience within the last eight (8) years.
- (d) Four (4) annual increments for seven thousand five hundred and nine point seven five (7509.75) regular hours of work experience within the last nine (9) years.
- (e) Five (5) annual increments for nine thousand three hundred and thirty-eight point seven five (9338.75) regular hours of work experience within the last ten (10) years.
- (f) Six (6) annual increments for eleven thousand one hundred and sixty-seven point seven five (11,167.75) regular hours of work experience within the last eleven (11) years.
- (g) Seven (7) annual increments for twelve thousand nine hundred and ninety-six point seven five (12,996.75) regular hours of work experience within the last twelve (12) years.
- (h) Eight (8) annual increments for fourteen thousand eight hundred and twenty-five point seven five (14,825.75) regular hours of work experience within the last thirteen (13) years.

15.02 Additional hours worked, and not credited for purposes of initial placement on the salary scale, shall be applied towards the calculation of the next increment.

15.03 At the time of hire, the Employer shall advise all Employees in writing as to the applicable pay grade and step in the Salary Appendix, including reference to the recognition of previous experience.

ARTICLE 16: SHIFT DIFFERENTIAL AND WEEKEND PREMIUM

16.01 Shift Differential

- (a) An evening shift differential of two dollars and seventy five cents (\$2.75) per hour shall be paid to:
 - (i) Employees working a shift, wherein the majority of the hours of such shift falls within the period fifteen hundred (1500) to twenty-three hundred (2300) hours; or
 - (ii) Employees for each regularly scheduled hour worked between fifteen hundred (1500) hours to twenty-three hundred (2300) hours provided that greater than two (2) hours are worked between fifteen hundred (1500) hours and twenty-three hundred (2300) hours.

- (b) A night shift differential of five dollars (\$5.00) per hour shall be paid to:
 - (i) Employees working a shift wherein the majority of the hours of such shift falls within the period twenty-three hundred (2300) to zero seven hundred (0700) hours; or
 - (ii) Employees for each regularly scheduled hour worked between twenty-three hundred (2300) hours to zero seven hundred (0700) hours, provided that greater than two (2) hours are worked between twenty-three hundred (2300) hours and zero seven hundred (0700) hours.

- (c) Shift differential shall not be considered part of the basic hourly rate of pay.

- (d) Shift differential shall be paid in addition to the overtime rate, for overtime worked in conjunction with the shift worked in (a) and (b) above.

16.02 Weekend Premium

- (a) A weekend premium of three dollars and twenty five cents (\$3.25) per hour shall be paid:
 - (i) to Employees working a shift wherein the majority of such shift falls within a sixty-four (64) hour period commencing at fifteen hundred (1500) hours on a Friday; or

- (ii) to Employees working each regularly scheduled hour worked after fifteen hundred (1500) hours on a Friday provided greater than two (2) hours are worked within a sixty-four (64) hour period commencing at fifteen hundred (1500) hours on a Friday; or
- (iii) to Employees working all overtime hours which fall within the sixty-four (64) hour period commencing at fifteen hundred (1500) hours on a Friday.

16.03 Where applicable, an Employee will be eligible to receive both shift differential and weekend premium.

ARTICLE 17: RESPONSIBILITY PAY

17.01 When a Technician I or a Health Information Management Professional I works in the absence of any of the regular technical supervisory personnel and is designated to be responsible for the performance of additional technical and/or supervisory duties, they shall receive one dollar (\$1.00) per hour for such responsibility.

ARTICLE 18: TEMPORARY ASSIGNMENTS

18.01 When an Employee is directed to perform the duties of a classification covered by this Collective Agreement to which is assigned a higher salary scale, they shall be paid, in addition to their hourly rate as set out in the Salaries Appendix, the difference between the beginning rate in the salary scale for their classification and the beginning rate in the salary scale of the classification to which they are temporarily assigned. The resultant Basic Rate of Pay shall not exceed the maximum rate of the salary scale of the classification to which they are temporarily assigned. This provision shall not apply where the period of temporary assignment is less than one (1) full shift.

18.02 Where an Employee is directed to substitute on another job outside the scope of the bargaining unit, the Employee will receive, in addition to their Basic Rate of Pay, a minimum amount of two dollars (\$2.00) per hour. An Employee so assigned shall continue to be covered by the terms and conditions of this Collective Agreement.

18.03 During periods of temporary assignment to a classification to which is assigned a higher salary scale, an Employee so assigned shall receive any overtime or call-back premiums based on the higher Basic Rate of Pay.

18.04 As part of professional responsibility, when an Employee is appointed to a temporary out of scope position they shall coach, mentor, and teach other bargaining unit Employees within the organization's policies and procedures and philosophy of care. Disciplining bargaining unit Employees shall not be their

responsibility while in this role, however, they are expected to identify actions/incidents and discuss these with management in the event that follow up may be required.

ARTICLE 19: NOT ALLOCATED

ARTICLE 20: TRAVEL EXPENSES

- 20.01 For the purposes of clarity and communication the requirement to provide an automobile shall be included in job postings and letters of hire.
- 20.02 When an Employee, at the request of the Employer, travels by private motor vehicle, reimbursement shall be paid at fifty point five cents (\$0.505) per kilometre, or the rate per kilometre paid by the Government of Alberta, whichever is higher.
- 20.03 When an Employee is required by the Employer to travel for employment purposes, they shall be reimbursed for all reasonable expenses supported by receipts as required by the Employer according to the Employer's Policy at rates not less than rates specified on the date of ratification for this Collective Agreement.
- 20.04 Employees who are required to use their personal vehicles for Employer business, and to maintain business use insurance coverage as a result, shall be required to submit evidence of business insurance coverage when the vehicle is used on such business. The Employer shall reimburse the Employee as follows:

Cost of Business Use Insurance Coverage \$		Less	Cost of Personal Use Insurance Coverage \$	=	Reimbursement to Maximum of \$500.00
(Basic Age Group-Good Record)			(Basic Age Group-Good Record)		

- 20.05 Except when an Employee applies for a position other than the one the Employee occupies at the time of the application, if the Employer requests an Employee to provide a driver's abstract, the cost of obtaining the abstract shall be reimbursed by the Employer upon production by the Employee of proof of payment of the cost.

ARTICLE 21: VACATION WITH PAY

21.01 Definitions

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 (1st) day of the fiscal year in the calendar year and concluding on the last day of the fiscal year of the following calendar year.

21.02 **Vacation Entitlement**

Subject to Article 33.01(f), during each year of continuous service in the employ of the Employer, an Employee shall earn vacation with pay in proportion to the number of months worked during the vacation year, to be taken in the following vacation year, except as provided for in Article 21.05. The rate at which vacation is earned shall be governed by the total length of such employment as follows:

- (a) during the first (1st) year of employment, an Employee shall earn entitlement to vacation calculated on a basis of fifteen (15) working days; or
- (b) during each of the second (2nd) to ninth (9th) years of employment, an Employee earns vacation entitlement of twenty (20) working days; or
- (c) during each of the tenth (10th) to nineteenth (19th) years of employment, an Employee earns vacation entitlement of twenty-five (25) working days; or
- (d) during each of the twentieth (20th) and subsequent years of employment, an Employee earns vacation entitlement of thirty (30) working days.
- (e) Supplementary Vacation

The supplementary vacations as set out below are to be banked on the outlined supplementary vacation employment anniversary date and taken at a mutually agreeable time subsequent to the current supplementary vacation employment anniversary date but prior to the next supplementary vacation employment anniversary date.

- (i) Upon reaching the employment anniversary of twenty-five (25) years of continuous service, Employees shall have earned an additional five (5) work days’ vacation with pay.
- (ii) Upon reaching the employment anniversary of thirty (30) years of continuous service, Employees shall have earned an additional five (5) work days’ vacation with pay.
- (iii) Upon reaching the employment anniversary of thirty-five (35) years of continuous service, Employees shall have earned an additional five (5) work days’ vacation with pay.

- (iv) Upon reaching the employment anniversary of forty (40) years of continuous service, Employees shall have earned an additional five (5) work days' vacation with pay.
 - (v) Upon reaching the employment anniversary of forty-five (45) years of continuous service, Employees shall have earned an additional five (5) work days' vacation with pay.
- 21.03
 - (a) Where a voluntarily terminated Employee commences employment within six (6) months of date of termination of employment with either the same, or an Employer signatory to a Collective Agreement containing identical provisions for entitlement to vacation as this agreement, or an Employer with a Collective Agreement for which the Union is the certified bargaining agent, such Employee shall retain the level of entitlement to vacation accrued with the former or same Employer.
 - (b) Where an Employee is voluntarily terminating their employment, the Employer shall provide the Employee with a written statement of their vacation entitlement upon termination.
- 21.04 No Employee who, immediately prior to being covered by the terms and conditions of this Collective Agreement, was entitled to or earned vacation benefits in excess of that set out herein shall have their vacation entitlements reduced. Provided, however, that this clause would only apply where the Employee is working for the same Employer at all relevant times.
- 21.05 **Time of Vacation**
 - (a) All vacation earned during one vacation year shall be taken during the next following vacation year, at a mutually agreeable time, except that an Employee may be permitted to carry forward a portion of vacation entitlement to the next vacation year. Requests to carry forward vacation shall be made, in writing, and shall be subject to the approval of the Employer. Failure to request or because of denial of carry forward vacation will result in the amount being paid out on the last day of March.
 - (b) Notwithstanding Article 21.05(a) above, an Employee shall have the right to utilize vacation credits during the vacation year in which they are earned, provided the following conditions are met:
 - (i) such utilization does not exceed the total credits earned by an Employee at the time of taking vacation; and
 - (ii) such vacation is taken at a mutually agreeable time.
 - (c) An Employee may request vacation leave during any period of the year.

- (d) Upon the request of an Employee, earned vacation credits may be divided into more than one vacation period if approved by the Employer. Such request shall not be unreasonably denied. 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.
- (e) Vacation requests for the current vacation year shall be submitted in the following manner:
 - (i) The Employer shall post the vacation schedule planner by January 1st of each year.
 - (ii) At the time of posting the planner, the Employer shall provide guidance as to the reasonable number of Employees for each program or site (whichever is applicable) who can be granted vacation at the same time.
 - (iii) Seniority shall be considered when there is a dispute regarding preference for the time that vacation is to be taken.
 - (iv) Regular Employees shall write all their vacation preference on the vacation planner, and submit all their vacation preference on a Vacation/Named Holiday Request Form by February 15th of that year.
 - (v) The vacation requests submitted for April 1st to April 30th by February 15th will be reviewed first. The Employer shall provide written approval or denial of those requests no later than February 28th of that year.
 - (vi) Any vacation requests submitted by February 15th for the period of time from May 1st of one year to March 31st of the following year will be approved or denied by March 31st of the same year.
- (f) Where a regular Employee submits a vacation preference after February 15th, they shall have waived their right to choose their vacation preference based on their seniority. Their vacation preference will be dealt with on a first come, first serve basis. These requests will be approved or denied within four (4) weeks of the request being submitted.

21.06 Unless given four (4) weeks advance notice of an alteration to their scheduled vacation period, an Employee required by the Employer to work during their

vacation period will receive two times (2X) their Basic Rate of Pay for all hours worked. This premium payment will cease and the Employee's Basic Rate of Pay will apply at the start of their next regularly scheduled shift. The time so worked will be rescheduled as vacation leave with pay to be added to the vacation period, when possible, or the Employee will be granted equivalent time off in lieu thereof at a mutually agreed later date. With the approval of the Employer, an Employee may elect to receive payment at the Basic Rate of Pay in lieu of the aforementioned time off.

21.07 When an Employee's vacation is cancelled by the Employer, the Employer shall be responsible for all non-refundable costs related to the cancellation of the vacation.

ARTICLE 22: NAMED HOLIDAYS

22.01 (a) Full-Time Employees shall be entitled to a day off with pay on or for the following Named Holidays:

New Years Day	Labour Day
Alberta Family Day	Thanksgiving Day
Good Friday	Remembrance Day
Victoria Day	Christmas Day
Canada Day	Boxing Day
August Civic Holiday	

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

- (i) the Municipality of Edmonton and Sherwood Park;
 - (ii) the Province of Alberta; or
 - (iii) the Government of Canada.
- (b) In addition to the foregoing Named Holidays, Full-Time Employees who are in the employ of the Employer on April 1st shall be granted an additional holiday as a "Floater Holiday" in that year. The floater holiday shall be scheduled at a time mutually agreed upon between the Employer and Employee. If the holiday is not taken by the last day of March in the following year, it shall be paid out.
- (c) If the Employer designates a common date for the day off with pay in lieu of a Named Holiday which falls on a Saturday or Sunday, such common date shall be designated by way of notice posted in the facility at least six (6) months prior to the occurrence of the Named Holiday.

- 22.02 To qualify for a Named Holiday with pay the Employee must:
- (a) Work the scheduled shift immediately prior to and immediately following each holiday, except where the Employee is absent due to illness or other reasons acceptable to the Employer.
 - (b) Work on the Named Holiday when scheduled or required to do so.
- 22.03 (a) An Employee obliged in the course of duty to work on a Named Holiday shall be paid for all hours worked on the Named Holiday at one and one-half times (1 1/2X) their Basic Rate of Pay plus:
- (i) one (1) day's pay; or
 - (ii) an alternate day off at a mutually agreed time; or
 - (iii) by mutual agreement, a day added to their next annual vacation; or
 - (iv) compensating time off, at their Basic Rate of Pay, for all hours worked in excess of seven and three-quarter (7 3/4) hours.
- (b) An Employee obliged in the course of duty to work on Christmas and the August Civic Holiday shall be paid for all hours worked on the Named Holiday at two times (2X) their Basic Rate of Pay plus:
- (i) one (1) day's pay; or
 - (ii) an alternate day off at a mutually agreed time; or
 - (iii) by mutual agreement, a day added to their next annual vacation; or
 - (iv) compensating time off, at their Basic Rate of Pay, for all hours worked in excess of seven and three-quarter (7 3/4) hours.
- 22.04 If a date is not designated pursuant to Article 22.01(c) and subject to Article 22.02, when a Named Holiday falls on a day that would otherwise be an Employee's regularly scheduled day off, the Employee shall receive:
- (a) one (1) day's pay; or
 - (b) an alternate day off at a mutually agreed time; or
 - (c) by mutual agreement, a day added to their next annual vacation.
- 22.05 When a Named Holiday falls during an Employee's annual vacation, the Employee shall receive:

- (a) by mutual agreement, a day added to the vacation period; or
 - (b) an alternate day off at a mutually agreed time; or
 - (c) failing mutual agreement as to the option to be applied, one (1) day's pay at their Basic Rate of Pay.
- 22.06 The Employer shall rotate, as evenly as possible, amongst Employees in a department or section, as applicable, the requirement to work on a Named Holiday.
- 22.07 (a) No payment shall be due for a Named Holiday which occurs during:
- (i) a layoff; or
 - (ii) all forms of leave during which an Employee is not paid.
- (b) No additional payment shall be due for a Named Holiday which occurs during a period when an Employee is receiving Short Term Disability (STD), Long Term Disability (LTD) or Workers' Compensation Board benefits.
- (c) Named Holiday banks shall be paid out in the first pay period after March 31 every year at the Employee's Basic Rate of Pay.

ARTICLE 23: SICK LEAVE

- 23.01 (a) Sick leave is provided by the Employer for any illness, quarantine by a Medical Officer of Health, or because of an accident for which compensation is not payable under *The Workers' Compensation Act*.
- (b) The Employer recognizes that alcoholism, drug addiction and mental illness are illnesses which can respond to therapy and treatment, and that absence from work due to such therapy shall be considered sick leave.
- 23.02 (a) Employees reporting sick shall advise the Employer by placing a telephone call to the appropriate Manager and the work area (if applicable) as soon as possible.
- (b) The Employee shall keep the Employer regularly advised of the expected return to work date.
- 23.03 An Employee shall be allowed a credit for sick leave computed from the date of employment at the rate of one and one-half (1 1/2) working days for each full month of employment up to a maximum credit of one hundred and twenty (120) working days provided, however, that an Employee shall not be entitled to apply

sick leave credits prior to the completion of one hundred and fifty five (155) hours of work of the probationary period as per Article 9.

- 23.04 An Employee, who is not enrolled on the Short Term Disability Plan, and who continues to be off work but who has exhausted their sick leave credits, shall be deemed to be on a leave of absence without pay or benefits for up to one hundred and twenty (120) working days from the first day of absence from work, or until the Employee becomes eligible to apply for Long Term Disability benefits, whichever occurs first.
- 23.05 An 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 Employee's accumulated credits at the time sick leave commenced.
- 23.06 Employees may be required to submit satisfactory proof to the Employer of any illness, non-occupational accident, or quarantine when circumstances make it reasonable to do so. Where the Employee must pay a fee for such proof, the full fee shall be reimbursed by the Employer.
- 23.07 When an Employee has accrued the maximum sick leave credit of one hundred and twenty (120) working days, 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.
- 23.08 Except as otherwise specifically provided in this Collective Agreement sick leave pay shall not be granted during any leave of absence.
- 23.09 Sick leave credits shall accrue for the first (1st) thirty (30) calendar days during periods of illness, injury, layoff, and/or leaves of absence in excess of thirty (30) calendar days.
- 23.10 (a) No sick leave shall be granted for any illness which is incurred once an Employee commences their vacation; in this event, the Employee will be receiving vacation pay. For the purposes of this Article, vacation is deemed to have commenced on the completion of the last regularly scheduled shift worked prior to the vacation period inclusive of scheduled days off.
 - (b) Sick leave shall be granted:
 - (i) if an Employee becomes ill during their vacation period as stated in Article 23.10(a) above, only after the expiry of the Employee's vacation and provided the illness continues beyond the vacation;
 - (ii) for the period of sick time falling within a scheduled vacation period provided that the Employee becomes ill prior to the commencement

of the scheduled vacation. If the Employee so wishes, the number of sick days paid within the scheduled vacation period shall be considered as vacation days not taken and may be rescheduled to a later date.

- (c) Notwithstanding the provision of Article 23.10(a), should an Employee demonstrate to the satisfaction of the Employer that they were admitted to hospital as an "in patient" during the course of their vacation, they shall be considered to be on sick leave for the period of hospitalization and subsequent period of recovery provided they notify their Employer upon return from vacation and provides satisfactory proof of their hospitalization. Vacation time not taken as a result of such stay in the hospital shall be rescheduled to a mutually agreeable time.

- 23.11 An Employee who commences employment within six (6) months of the date that they voluntarily terminated employment with another Employer signatory to a Collective Agreement containing identical sick leave provisions, or an Employer with a Collective Agreement for which the Union is the certified bargaining agent, shall retain to their benefit, in accordance with the provisions of this Article, entitlement to the balance of accumulated sick leave credits at the time of said termination. Otherwise, sick leave credits will be canceled and no payment will be due therefore. The Employee shall be provided with a written statement of such entitlement upon their termination.
- 23.12 If an Employee requires time off for the purpose of attending a dental, physiotherapy, optical or medical appointment, provided they have been given prior authorization by the Employer, such absence shall be neither charged against their accumulated sick leave, nor shall they suffer any loss of income provided such absence does not exceed two (2) hours during one work day. If the absence is longer than two (2) hours, the whole period of absence shall be charged against their accumulated sick leave. Employees may be required to submit satisfactory proof of appointments. Whenever possible, the Employee will schedule appointments outside regular work hours, or at the beginning or end of the shift, and will provide the Employer reasonable advance notice of scheduled appointments.
- 23.13 An Employee may request in writing once a year the status of their sick leave entitlement.
- 23.14 Information on an Employee's sick leave shall be confidential unless the Employee consents in writing to such release.

ARTICLE 24: WORKERS' COMPENSATION

- 24.01 (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 salary 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.
- (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, the time limitation for correcting over or under payments provided in Article 27 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 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 purposes of salary increments;
 - (ii) accrue vacation credits and sick leave for the first (1st) month of such absence; and
 - (iii) be entitled to maintain existing prepaid health benefits in accordance with the enrollments and other requirements of the Insurer.
- 24.02 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 two (2) weeks written notice, when possible, of readiness to return to work. The Employer shall reinstate the Employee in the same classification held by them immediately prior to the disability with benefits that accrued to them 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 STD or LTD, in accordance with Articles 23 or 25.

24.03 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 29 and 11.

ARTICLE 25: EMPLOYEE BENEFIT PLANS

25.01 The Employer shall continue the following group plans for all eligible Employees where enrollment and other requirements of the Insurer for group participation have been met:

- (a) Alberta Health Care Insurance Plan, as applicable.
- (b) A benefit plan providing for:
 - (i) Group Life Insurance one times (1X) basic annual earnings rounded up to the next higher one thousand dollars (\$1,000.00) with an option for additional life insurance which when combined with the above adds up to at least twice annual earnings rounded to the next highest one thousand dollars (\$1,000.00);
 - (ii) Accidental Death & Dismemberment Insurance (amount equal to group life insurance);
 - (iii) Short Term Disability (STD) (income replacement for a period of up to 24 weeks, (which for a Full-Time FTE adds up to one hundred and twenty (120) working days) during a qualifying disability equal to sixty-six and two-thirds percent (66 2/3%) of basic weekly earnings to the established maximum following a seven (7) calendar day elimination period where applicable. The STD shall become effective on the first 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 STD shall commence on the eighth (8th) day following the commencement of non-hospitalized sickness);

- (iv) Long Term Disability (LTD) (income replacement during a qualifying disability equal to sixty-six and two-thirds percent (66 2/3%) of basic monthly earnings to the established maximum following a 26 week elimination period (which for a Full-Time FTE adds up to one hundred and twenty (120) working day elimination period);
 - (v) A Dental Plan, which plan provides eighty percent (80%) reimbursement of eligible basic dental expenses, fifty percent (50%) of eligible extensive dental expenses and fifty percent (50%) of eligible orthodontic dental expenses in accordance with the current Alberta Blue Cross Usual and Customary Dental Fee Schedule and within the limits of the plan. A maximum annual reimbursement of three thousand dollars (\$3,000.00) per insured person per benefit year shall apply to extensive services. Orthodontic services shall be subject to a lifetime maximum reimbursement of three thousand dollars (\$3,000.00) per insured person;
 - (vi) Alberta Blue Cross Supplementary Health Benefits Plan, or equivalent, which includes eighty percent (80%) direct payment for all physician or dentist prescription medication that is eligible under the plan and prescribed in accordance with the plan.
- (c) At the Employer's option, a Supplemental Unemployment Benefit Plan to supplement an eligible Employee's Employment Insurance to meet the Employer's obligation to provide benefit payments during the valid health-related period for being absent from work due to pregnancy for which they have provided satisfactory medical substantiation. The Employer shall provide information regarding the Supplemental Unemployment Benefit Plan to all Employees when they request Maternity Leave as per Article 33.05.
- 25.02 Where the benefits specified in Article 25.01 are provided through insurance obtained by the Employer, the administration of such plans shall be subject to and governed by the terms and conditions of the applicable benefits policies or contracts.
- 25.03 The premiums will be cost shared seventy-five percent (75%) by the Employer and twenty-five percent (25%) by the Employee.
- 25.04 During the first twenty-four (24) months an Employee is on LTD, they may continue participation in the Alberta Health Care Insurance Plan by paying the full premium costs to the Employer.
- 25.05 An Employee shall cease to earn sick leave credits and vacation credits while on STD and LTD.

- 25.06 The Employer shall distribute relevant information concerning the above plans, to all Employees upon hiring, and when there are changes to the plan.
- 25.07 (a) Such coverage shall be provided to:
- (i) a Regular Full-Time Employee; and
 - (ii) a Regular Part-Time Employee whose hours of work are equal to or greater than fifteen (15) hours per week averaged over one (1) complete cycle of the shift schedule; and
 - (iii) a Temporary Employee who is hired to work for a position of six (6) months duration or longer and whose hours of work are equal to or greater than fifteen (15) hours per week averaged over one (1) complete cycle of the shift schedule.
- (b) Regular and Temporary Part-Time Employees whose hours of work average less than fifteen (15) hours per week over one (1) complete cycle of the shift schedule, Temporary Employees hired for a position of less than six (6) months duration, and Casual Employees, are not eligible to participate in the Employee Benefits Plan.
- 25.08 (a) The Employer will provide one (1) copy of each of the plans to the Union.
- (b) The Employer shall advise the Union of all premium rate changes pursuant to Article 25.01(b).
- 25.09 An Employee who recommences employment within six (6) months of the date that they voluntarily terminated benefit-eligible employment with CapitalCare shall not be required to serve a waiting period for benefits.

ARTICLE 26: PENSION PLAN

- 26.01 The Employer and participating Employee shall contribute to the Local Authorities Pension Plan or an alternate plan agreed to by the Union, as applicable, to provide benefits for participating Employees provided they are scheduled to work at least fourteen (14) hours per week averaged over one (1) complete cycle of the shift schedule, in accordance with the terms and conditions of the applicable plan. A copy of information, made available by Alberta Pensions Administration, outlining the plan shall be provided by the Employer to each eligible Employee.
- 26.02 The Employer agrees that if an Employee, in a position for which contributions to the Local Authorities Pension Plan (LAPP) are mandatory (or an Employee in a position for which contributions are optional and who has submitted a written request for optional enrollment), is held out of the LAPP until the completion of a

waiting period, in accordance with the LAPP regulations in effect as of the date of ratification of this Collective Agreement, the Employee may request to purchase the waiting period as pensionable service.

Where this request is made within five (5) years of the Employee's date of active enrollment in the LAPP (having remained with the same Employer), the Employer shall facilitate such arrangements as may be necessary and shall pay the Employer's portion of the contributions for the portion of the waiting period from the date of the optional enrollment request or the start of employment in a mandatory enrollment position, up to a maximum of one (1) year of service.

This provision shall change in accordance with changes to the LAPP regulations.

ARTICLE 27: OVER/UNDER PAYMENTS

27.01 In the event that an Employee is over or under compensated by error on the part of the Employer, by reason of wages and /or entitlements, the Employer shall correct such compensation error not later than the second following pay day that the error is discovered or not later than a time frame that is mutually agreeable to the Employer and the Employee. If an under payment is not corrected by the second following pay day, the Employee shall have ten (10) days to file a grievance as outlined in Article 46 (Grievance Procedure).

In the case of an over/under payment, the Employer shall notify the Employee in writing that an overpayment has been made and discuss repayment options. Should the Employee so request all calculations of the wages and/or entitlements error shall be forwarded to the Employee. 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 (10%) percent of the Employee's gross earnings per pay period.

ARTICLE 28: SENIORITY

- 28.01 (a) For Regular or Temporary Employees, seniority with the Employer starts on the date on which the Employee commenced employment in the bargaining unit.
- (b) For Casual Employees whose status changes to Regular or Temporary, the "seniority date" shall be established by dividing their contiguous hours earned since the person started performing work of a paramedical professional or paramedical technical nature by two thousand and twenty-two point seven five (2022.75).
- (c) For an Employee subsequently determined by the Labour Relations Board (or agreed to by the parties) as being in the bargaining unit, the seniority

date shall be established by dividing their contiguous hours earned since the person started performing work of a paramedical professional or paramedical technical nature by two thousand and twenty-two point seven five (2022.75).

- 28.02 Seniority shall not apply during the probationary period; however, once the probationary period has been completed seniority shall be credited as provided in Article 28.01.
- 28.03 Seniority shall be the determining factor in:
- (a) preference of vacation time;
 - (b) layoffs and recalls, subject to the qualifications specified in Article 30;
 - (c) promotions and transfers within the bargaining unit subject to the qualifications specified in Article 29.
- 28.04 Seniority shall be considered broken, all rights forfeited, and there shall be no obligation to rehire:
- (a) when an Employee resigns or is terminated from their position with the Employer; or
 - (b) upon the expiry of twelve (12) months following layoff during which time the Employee has not been recalled to work; or
 - (c) if an Employee does not return to work on recall to their former classification and Full-Time equivalency in accordance with Article 30.03.
- 28.05 The Employer shall provide the Union a listing of the Employees in order of seniority in accordance with the provisions of Article 28.01 within two (2) months of the signing of this Agreement, in January and July of each year thereafter, or monthly if there are Employees on lay off. Such seniority list shall include the Employee names, classification, status, site/program, and seniority date. The Employer shall make the list available to all Employees.

28.06 Seniority Tie-Breaker

Where two (2) or more Employees have the same seniority date seniority ties will be broken by Employee number with the lower number given seniority.

ARTICLE 29: PROMOTIONS, TRANSFERS AND VACANCIES

- 29.01 (a) Vacancies within the bargaining unit for Full-Time and Part-Time positions, and Temporary positions of three (3) months or more, shall be posted not

less than seven (7) calendar days in advance of making an appointment. For purposes of this clause, electronic posting of vacancies will satisfy the posting requirement.

- (b) Where circumstances require the Employer to fill a posted vacancy before the expiry of seven (7) calendar days, the appointment shall be made on a temporary or relief basis only.
 - (c) Where vacancies are filled, first consideration shall be given to Employees who are already members of the bargaining unit who have the qualifications, experience and performance applicable to the position.
 - (d) The notice of posting referred to in Article 29.01(a) shall contain the following information:
 - (i) duties of the position;
 - (ii) qualifications required;
 - (iii) hours of work and FTE;
 - (iv) status of position (Regular, Temporary, Casual);
 - (v) expected term if the position is Temporary;
 - (vi) salary; and
 - (vii) for information purposes, work Site/Program.
 - (e) The Employer shall forward copies of the posting of vacancies of all positions within the bargaining unit as outlined in Article 29.01(a) to the appropriate Union office within seven (7) calendar days of the posting.
- 29.02 Applications for newly created positions, transfers, or promotions shall be submitted as per the Employer's process.
- 29.03 The appropriate Union office shall be advised of the name of the successful applicant of a posting for a position in the bargaining unit within seven (7) calendar days of the appointment. Where an Employee in the bargaining unit has applied on the posting, the name of the successful applicant shall be communicated in writing to the applicants in the bargaining unit within seven (7) calendar days of the appointment.
- 29.04 (a) Where a vacancy for a Temporary position has been filled by the appointment of a Regular Full-Time or Part-Time Employee, and where, during or at the completion of the expected term of the Temporary position,

the Employee decides to return, or the Employer decides that the Employee is no longer required in that position, they shall be reinstated in their former position. If such reinstatement is not possible, the Employee shall be placed in another suitable position. Such reinstatement or placement shall be without loss of seniority and at not less than the same rate of pay to which the Employee would be entitled had they remained in their former position. A Regular Employee achieving a temporary position shall maintain their status as a Regular Employee.

The reinstatement or placement of an Employee in accordance with Article 29.04(a) shall not be construed as a violation of the posting provisions of Article 29.01.

- (b) Where a vacancy for a Temporary position has been filled by the appointment of a Casual Employee, and, where, during or at the completion of the expected term of the Temporary position, the Employee decides to return, or the Employer decides that the Employee is no longer required in that position, they shall be reinstated to Casual status.
 - (c) During the term of the Temporary position, the incumbent Employee shall not be eligible to apply for other Temporary positions that commence before the current Temporary position ends unless otherwise mutually agreed between the Employee and the Employer.
- 29.05 (a) In making promotions and transfers, experience, performance and qualifications applicable to the position shall be the primary consideration. Where these factors are adjudged by the Employer to be relatively equal, seniority shall be the deciding factor.
- (b) If all applicants for a vacancy are Casual Employees, experience, performance and qualifications applicable to the position shall be the primary consideration. Where these factors are adjudged by the Employer to be relatively equal, the position shall be awarded to the Casual Employee who has the greatest number of hours worked in the classification with the Employer.
- 29.06 (a) Bargaining unit members who are not the successful applicant for a posting may request to meet with the hiring Manager to review the experience, performance and qualifications of the position and discuss what steps they may take to prepare them for success in the future.
- (b) Upon request of either party, the Employer and the Union shall discuss the criteria utilized in awarding a promotion or transfer.
- 29.07 (a) All transfers and promotions shall be on a trial basis. The transferred or promoted Employee will be given a trial period of four hundred and eighty-

eight point two five (488.25) regular hours worked in which to demonstrate their ability to perform the new tasks to the satisfaction of the Employer.

- (b) Such trial period may be extended by agreement between the Union and the Employer. The Employer will provide an evaluation of the Employee prior to the completion of the trial period.
- (c) An Employee who is transferred before completing their probationary period shall complete their trial period concurrently with their probationary period. In all such cases, the probationary period conditions outlined in Article 9 remain in effect until completed.
- (d) Should such Employee fail to succeed or request to return to their former position during the aforementioned trial period, the Employer will make a sincere effort to reinstate the Employee in their former position, or, if such reinstatement is not possible, place the Employee in another suitable position. Such reinstatement or placement shall be without loss of seniority and at not less than the same rate of pay to which the Employee would be entitled had they remained in their former position.

29.08 When an Employee is promoted to a classification to which is assigned a higher salary scale, the salary of such promoted Employee shall be advanced to that step in the new scale which is next higher than their current rate or to the step which is next higher again if such salary increase is less than the Employee's next normal increment on the former salary scale. In the event that a promoted Employee is at the last increment in the scale for the classification held prior to the promotion, their salary shall be advanced to that step in the scale which is next higher than their current rate, or if such salary increase is less than the Employee's last normal annual increase, they shall be advanced to the step which is next higher again in the scale.

29.09 An Employee's anniversary date for the purpose of qualifying for an annual increment shall not be changed as a result of a promotion.

29.10 (a) When, because of inability to perform the functions of a position or by their request, an Employee is transferred to a classification to which is assigned a lower salary scale, their rate will be adjusted to the step in the lower salary scale that will result in the recognition of service as provided in Article 15 (Recognition of Previous Experience).

(b) When, because of inability to perform the functions of a position due to illness or injury, an Employee accommodated into a classification in the bargaining unit to which is assigned a lower salary scale, they shall move to the pay step of the lower salary scale that is closest to but not higher than their present Basic Rate of Pay.

29.11 Promotion shall not be used to fill a Temporary vacancy of less than three (3) months. In the event that an Employee is assigned to a classification with a higher salary scale in order to fill a Temporary vacancy, the provisions of Article 18 (Temporary Assignments) shall apply.

29.12 Employment in Multiple Positions

- (a) The parties agree that this applies to Employees who hold more than one (1) Regular Part-Time position within the bargaining unit or to Employees who subsequently attain more than one (1) Regular Part-Time position within the bargaining unit.
- (b) An Employee is responsible for notifying their Supervisor that they are employed in multiple Regular Part-Time positions with the Employer.
- (c)
 - (i) Employees shall not be employed within the bargaining unit in greater than Full-Time hours.
 - (ii) Notwithstanding the above, an Employee who holds a Regular Part-Time position(s) may work additional shifts, however, it is intended that the total hours will not exceed Full-Time hours, and in any case, shall not contravene this Collective Agreement.
 - (iii) Employees holding two (2) Regular Part-Time positions which total the equivalent of one (1) FTE will continue to be considered a Part-Time Employee in each respective position.
- (d) Subject to the Employer's operational ability to do so, the Employer agrees to combine the regular hours of work of multiple positions held by an Employee for the purpose of benefit eligibility, personal leave, vacation, sick leave, named holidays, increments, placement on the salary appendix, and seniority, provided that the following conditions are met:
 - (i) the total hours of the positions do not exceed seven and three-quarter (7 3/4) hours per day, and an average of seventy-seven and one half (77 1/2) work hours in a fourteen (14) day period, as defined in this Collective Agreement; and
 - (ii) the regular hours of work to be combined are associated with Regular Part-Time positions; and
 - (iii) the positions are in the same classification and their schedules can be merged, or the Employer and Employee mutually agree to waive the scheduling provision of Article 11 (Work Schedules & Shifts) in the Collective Agreement.

- (e) Where the regular hours of work of multiple positions cannot be combined in accordance with (iii) above because they are in different classifications, they may be combined for the purposes of determining benefit eligibility only.
- (f) An Employee who holds multiple positions would have their salary adjusted to the highest increment level achieved in any of the positions currently held providing that the positions are in the same classification. The time period for any further increment advancement would include any regular hours already worked and not credited towards the next increment level.
- (g) An Employee who holds multiple positions would have the earliest "seniority date" recognized for the purposes of Article 28 (Seniority).
- (h) Probation and trial periods will apply to each component of the multiple positions. Probation is completed upon the successful completion of the first probationary period, with probation in second and subsequent positions reverting to a trial period within the provisions of the Collective Agreement, except that there shall be no obligation on the Employer's behalf to reinstate the Employee in their former position.
- (i) Layoff and recall provisions shall apply individually to each position.
- (j) An Employee who holds multiple positions and who fails to report for work as scheduled due to a conflict in schedules may be required to relinquish one of the positions.
- (k) An Employee who accepts multiple positions acknowledges the Employer's requirement to manage shift scheduling based on operational need. If a schedule changes as a result of operational requirements, then an Employee may be required to resign one (1) or more of their positions. Should an Employee be required to resign from a position(s) under these circumstances, they shall be given twenty-eight (28) days notice of such requirement or such lesser time as may be agreed between the Employer and the Union.
- (l) The Employer reserves the right to deny or terminate multiple position situations based on operational requirements or health and safety factors, subject to all provisions of the Collective Agreement.

ARTICLE 30: LAYOFF AND RECALL

30.01 Layoff

- (a) Prior to layoffs occurring, the Parties will meet and discuss the appropriate application of 30.02 to the circumstances, including but not limited to:

- (i) the timing and specific process to be followed; and
 - (ii) current seniority.
- (b) In case it becomes necessary to reduce the work force by:
- (i) reduction in the number of Employees; or
 - (ii) reduction in the number of regularly scheduled hours available to one (1) or more Employees;

the Employer will notify the Union and all Employees who are to be laid off at least twenty-eight (28) calendar days prior to layoff, except that the twenty-eight (28) calendar days notice shall not apply where the layoff results from an Act of God, fire, or flood. If the Employee laid off has not been provided with an opportunity to work their regularly scheduled hours during twenty-eight (28) calendar days after notice of layoff, the Employee shall be paid in lieu of such work for that portion of the twenty-eight (28) calendar days during which work was not made available. Where the layoff results from an Act of God, fire or flood the affected Employee shall receive pay for the days when work was not available up to a maximum of two (2) weeks pay in lieu of notice.

- (c) If the Employer proposes to lay off an Employee, while they are on leave of absence, Workers' Compensation or absent due to illness or injury, the Union and the Employer shall meet to discuss the process to be followed with respect to Employees on leaves of absence.
- (d) When notice of layoff is delivered to an Employee in person, the Employee may choose to be accompanied by a representative of the Union. The availability of such representation shall not impede the notice period as identified in 30.01(b).
- (e) Subject to operational requirements, Full-Time Employees who have received layoff notice shall be allowed time off for the purpose of attending job interviews during the layoff notice period. The Employer will work with Part-Time Employees who have received layoff notice to make reasonable effort to allow working hours to change to accommodate interviews.

30.02 Layoff shall be in reverse order of seniority within the affected classification, however, the Employer shall have the right to retain Employees who would otherwise be laid off when layoff in accordance with this Article would result in retaining Employees who are not capable and qualified of performing the work required.

30.03 Recall

- (a) The Employer will maintain a recall list for all Employees on recall. Such listing shall be provided to the Union at the time of layoff and as changes to the list take place.
- (b) When increasing the work force, recalls shall be carried out in order of seniority provided the Employee is capable and qualified of performing the work required.
- (c) The method of recall shall be by telephone and, if such is not possible, by registered letter sent to the Employee's last known place of residence. The Employee so notified will return to work as soon as possible but, in any event, not later than five (5) days following either the date of the telephone call or the date the letter was registered.
- (d)
 - (i) The Employer shall endeavour to offer opportunities for Casual work to laid off Employees in order of their seniority before assigning the work to a Casual Employee, providing the laid off Employee is qualified and capable of performing the work required;
 - (ii) Notwithstanding the provisions of Article 30.03(d)(i), Casual work shall first be made available to laid off Employees of the Centre from which the Employee was laid off;
 - (iii) A laid off Employee may refuse an offer of Casual work without adversely affecting their recall status;
 - (iv) An Employee who accepts an offer of Casual work shall be governed by the Collective Agreement provisions applicable to a Casual Employee, however, such Employee's recall status and seniority standing upon recall shall not be affected by the period of Casual employment.
- (e) For the purpose of this clause "Casual work" shall mean:
 - (i) work on a call-in basis which is not regularly scheduled;
 - (ii) Regularly scheduled work for a period of three (3) months or less for a specific job; or
 - (iii) work to relieve for an absence the duration of which is anticipated to be three (3) months or less.

- (f) Notwithstanding the provisions of Article 28.04, if an Employee is recalled for any length of time, other than for Casual work, then that Employee's period of recall rights starts anew.
- 30.04 No new Regular or Temporary Employees will be hired while there are other Employees within the bargaining unit on layoff as long as laid off Employees are qualified and capable of performing the work required.
- 30.05 In the case of layoff, the Employee shall accrue sick leave and earned vacation for the first thirty (30) calendar days. The Employee's increment date shall also be adjusted by the same amount of time as the layoff and the new increment date shall prevail thereafter. Employees shall not be entitled to named holidays with pay which may fall during the period of layoff.
- 30.06 In the case of layoff in excess of thirty (30) calendar days duration, the Employer shall inform the Employee that they may make arrangements, subject to the applicable Pension Board's approval, for the payment of their contributions to the applicable pension plan, and that they may make prior arrangement for the payment of the full premiums for applicable Employee benefit plans contained in Article 25 subject to the Insurer's requirements.
- 30.07 Once lay-off advice has been given, an Employee shall be allowed reasonable time off with pay to attend job interviews, if required.
- 30.08 The right to recall ends when seniority is broken, in accordance with Article 28.04.
- 30.09 The parties are directed to the CapitalCare and HSAA Joint Layoff and Recall Information Bulletin on the Employer and Union websites for further details regarding the application of this Article.

ARTICLE 31: TECHNOLOGICAL CHANGE

- 31.01 Should the Employer find it necessary to introduce technological change by altering methods or utilizing different equipment, and if such change will displace Employees in the bargaining unit, the Employer will notify the Union with as much advance notice as possible of such change and will meet and discuss reasonable measures to protect the interests of Employees so affected.
- 31.02 If the Employer introduces technological change which results in the displacement of an Employee, the Employer shall make every effort to provide alternative employment acceptable to the Employee.
- 31.03 Where the alternate employment is in a lower paid classification, the Employee shall continue to receive the salary of the higher-paid classification at the time of

the transfer until the salary of the lower paid classification passes that of the higher-paid classification.

- 31.04 Where alternative employment is not available or is not acceptable to the Employee, the Employer will give the Employee a minimum of six (6) weeks notice or pay in lieu of notice of displacement, and all conditions of the Layoff and Recall Article shall apply with the exception that notice contained in Article 30.01 will not apply.

ARTICLE 32: CONTRACTING OUT

- 32.01 Where the Employer finds it becomes necessary to transfer, assign, subcontract or contract out any work or functions performed by Regular Employees covered by this Collective Agreement, the Employer shall notify the Union ninety (90) days in advance of such change, and will meet and discuss reasonable measures to protect the interests of affected Employees.

ARTICLE 33: LEAVES OF ABSENCE

33.01 General Conditions Covering Leaves of Absence

- (a) A leave of absence without pay may be granted to an Employee at the discretion of the Employer and the Employee shall not work for gain during the period of leave of absence except with the express consent of the Employer. Where approval is denied, the Employer will respond in writing and reasons shall be given.
- (b) An application for leave of absence shall be made, in writing, to the Employer as early as possible. The application shall indicate the desired dates for departure and return from the leave of absence.
- (c) An Employee who has been granted leave of absence of any kind and who overstays their leave without written permission of the Employer shall be deemed to have terminated their employment.
- (d) Except as provided in Article 33.01(e), where an Employee is granted a leave of absence of more than thirty (30) calendar days' duration, and that Employee is covered by any or all of the plans specified in Article 25 (Employee Benefit Plans), that Employee may, subject to the Insurer's requirements, make prior arrangement for the prepayment of the full premiums for the applicable plans at least one (1) pay period in advance. The time limits as provided for in this Article may be waived in extenuating circumstances.
- (e) For the portion of maternity leave during which an Employee has a valid health-related reason for being absent from work, and who is in receipt of

sick leave, Supplemental Unemployment Benefits Plan, STD or LTD, benefit plan premium payments shall be administered in the same fashion as an Employee absent due to illness.

- (f) In the case of a leave of absence or a deemed leave of absence, an Employee shall accrue sick leave and vacation credits for the first thirty (30) calendar days. An Employee's increment date shall be adjusted by the same amount of time as the leave of absence and the new increment date shall prevail thereafter.
- (g) During an Employee's leave of absence, the Employee may work as a Casual Employee with CapitalCare without adversely affecting the Employee's reinstatement to the position from which the Employee is on leave.

33.02 Educational Leave/Exchange Programs

- (a) The parties to this Collective Agreement recognize the value of continuing education for each Employee covered by this Collective Agreement. Furthermore, the parties recognize that continuing education is a requirement for some Employees. The responsibility for such continuing education lies not only with the individual but also with the Employer.
- (b) A paid leave of absence and/or reasonable expenses may be granted to an Employee at the discretion of the Employer to enable the Employees to participate in education or exchange programs.
- (c) Should the Employer direct an Employee to participate in a specific program, such Employee shall be compensated in accordance with the following:
 - (i) for program attendance on regularly scheduled working days, the Employee shall suffer no loss of regular earnings;
 - (ii) for hours in attendance at such program on regularly scheduled days off, the Employee shall be paid at their Basic Rate of Pay to a maximum of seven and three-quarter (7 3/4) hours per day;
 - (iii) the Employer will pay the cost of the course including tuition fees, reasonable travel and subsistence expenses subject to prior approval.
- (d) For the purpose of qualifying for an annual increment, an Employee granted educational/exchange leave shall be deemed to remain in the continuous service of the Employer for the first eighteen (18) calendar months only of such period of leave. In the event the duration of educational/exchange leave continues for a period in excess of eighteen (18) months, an

Employee's anniversary date for salary increment purposes shall be delayed by the amount of time that said leave exceeds eighteen (18) months, and the newly established anniversary date shall prevail thereafter.

- (e) An Employee absent on approved education/exchange leave shall be reinstated by the Employer in the same position and classification held by them immediately prior to taking such leave or be provided with alternate work of a comparable nature.

33.03 **Personal Leave**

- (a) Benefit eligible Regular Employees shall be entitled to Personal Leave days each year, from January 1st through December 31st. Employees shall request in writing such days as far in advance as possible. These days are for the purpose of attending to personal matters and family responsibilities, including, but not limited to attending appointments with family members. Employees requesting Personal Leave are not required to provide the Employer with details regarding the purpose of their request. Written requests for Personal Leave shall not be unreasonably denied, subject to operational requirements.
- (b) The number of Personal Leave days are determined by the Full Time Equivalency (FTE) as of January 1 of each year.
 - (i) Full-Time and Part-Time Employees greater than zero point eight (0.80) FTE shall be entitled to three (3) days of seven point seven five (7.75) hours each or twenty three point two five (23.25) hours;
 - (ii) Part-Time Employees between zero point six (0.60) and zero point eight (0.80) FTE shall be entitled to two (2) days of seven point seven five (7.75) hours each or fifteen point five (15.5) hours;
 - (iii) Part-Time Employees between zero point three eight (0.38) and zero point five nine (0.59) FTE shall be entitled to one (1) day or seven point seven five (7.75) hours.
- (c) Personal Leave absences shall be granted for a minimum of three hours, up to the maximum scheduled hours for the shift being taken as leave. Should the Employee bank of personal leave hours drop below 3 hours, the Employee may take personal leave in increments of less than 3 hours.
- (d) If Employment commences on or after January 1st of the year, Personal Leave days will be prorated for the remainder of the year as follows:
 - (i) Full-Time and Part-Time Employees greater than zero point eight (0.80) FTE shall be entitled to three (3) days of seven point seven five (7.75) hours each or twenty three point two five (23.25) hours;

- a. From February 1st to April 30th, eighteen (18) hours;
 - b. From May 1st to August 31st, fifteen point five (15.5) hours; and
 - c. From September 1st to December 31st, seven point seven five (7.75) hours.
- (ii) Part-Time Employees between zero point six (0.60) and zero point eight (0.80) FTE shall be entitled to two (2) days of seven point seven five (7.75) hours each or fifteen point five (15.5) hours:
 - a. From February 1st to April 30th, twelve (12) hours;
 - b. From May 1st to August 31st, nine (9) hours; and
 - c. From September 1st to December 31st, six (6) hours.
- (iii) Part-Time Employees between zero point three eight (0.38) and zero point five nine (0.59) FTE shall be entitled to three (3) hours.
- (e) Any Personal Leave days not used by December 31st of each year shall not be carried over or paid out on termination of employment.

33.04 **Bereavement Leave**

- (a) Bereavement leave with pay of:
 - (i) five (5) consecutive working days shall be granted in the event of the death of a member of the Employee's immediate family. Upon request, the Employee may be granted additional leave of absence without pay to attend to delayed matters pertaining to the death of an immediate family member.

Immediate family of the Employee is defined as spouse, parent, child, brother, sister, grandchild, fiancé, step-parent, step-children, step-brother and step-sister, aunt, uncle, niece, nephew, mother-in-law, father-in-law, son-in-law, daughter-in-law, grandparent-in-law, brother-in-law, sister-in-law, legal guardian and grandparent shall be considered as members of the Employee's immediate family. "Spouse" shall include common-law or same sex relationship and shall be deemed to mean a person who resided with the Employee and who was held out publicly as their spouse for a period of at least one (1) year before the death;
 - (ii) Bereavement leave shall be extended by two (2) additional days if travel in excess of three hundred and twenty (320) kilometers one way from the Employee's residence is necessary for the purpose of attending the funeral.

- (b) Notwithstanding the provisions of Article 33.04(a), where special circumstances exist, an Employee may request that bereavement leave be divided into two (2) periods. Such request is subject to the approval of the Employer. In no circumstances, however, shall an Employee be eligible for more days off with pay than they would have been eligible to receive had the bereavement leave been taken in one (1) undivided period.
- (c) In the event of the death of a close friend or another relative not defined as part of the Employee's immediate family as per 33.04(a)(i), subject to operational requirements, the Employer may grant time off with pay to attend the funeral service, and such approval will not be unreasonably denied.

33.05 Maternity Leave

- (a) An Employee who has completed ninety (90) days of employment shall, upon their written request, be granted maternity leave to become effective thirteen (13) weeks immediately preceding the expected date of delivery or such shorter period as may be requested by the Employee, provided that they commence maternity leave no later than the date of delivery. Maternity Leave shall be without pay and benefits except for the 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, Supplemental Unemployment Benefits Plan, STD or LTD. Maternity Leave shall not exceed sixteen (16) weeks.
- (b) A pregnant Employee whose continued employment in their position may be hazardous to herself or to their unborn child, in the written opinion of their physician or a registered midwife, may request a transfer to a more suitable position if one is available. Where no suitable position is available, the Employee may request maternity leave as provided by Article 33.05(a) if the Employee is eligible for such leave. In the event that such maternity leave must commence in the early stages of pregnancy which results in the need for an absence from work longer than eighteen (18) months, the Employee may request further leave without pay as provided by Article 33.01.
- (c) A pregnant Employee whose pregnancy ends other than as a result of a live birth within sixteen (16) weeks of the estimated due date is entitled to maternity leave. Such maternity leave will end sixteen (16) weeks after the commencement of the leave.

33.06 Parental Leave

- (a) A parent-to-be who has completed ninety (90) days of employment shall, upon written request, be granted a leave of absence without pay and

benefits for a period up to sixty-two (62) weeks for parenting duties following the birth of the child.

- (b) An Employee absent on Parental Leave shall provide the Employer with six (6) weeks written advance notice of their readiness to return to work following which the Employer will reinstate them in the same position held by them immediately prior to taking such leave and at the same step in the salary scale or provide them with alternate work of a comparable nature at not less than the same step in the salary scale and other benefits that accrued to them up to the date they commenced the leave.
- (c) An Employee who has completed ninety (90) days of employment shall be granted leave of absence without pay and benefits for a period of up to sixty-two (62) weeks for the purpose of adopting a child provided that the Employee:
 - (i) makes written request for such leave at the time the application for adoption is approved and keeps the Employer advised of the status of such application; and
 - (ii) provides the Employer with at least one (1) days notice that such leave is to commence.
- (d) Parental Leave shall end seventy-eight (78) weeks from the birth of the child or date of adoption, unless mutually agreed otherwise between the Employer and the Employee.
- (e) Parental leave of at least one (1) working day with pay shall be granted upon the written request of a parent-to-be to enable such Employee to attend to matters directly related to the birth or adoption of the child.

33.07 Union Business

- (a) Provided the operational efficiency of the facility shall not in any case be disrupted, leave of absence shall be granted by the Employer to an Employee elected or appointed to represent the Union at conventions, meetings, workshops, seminars, schools, and Union business. Such leave shall be without pay. If the request is denied, reasons shall be given by the Employer.
- (b) Representatives of the Union shall be granted time off without pay in order to participate in collective bargaining and Essential Services Negotiations with the Employer or its bargaining agent.
- (c) Members of the Board of Directors of the Union shall be granted a leave of absence without pay to attend to Union business. Such member shall

provide the Employer with such request in writing with as much advance notice as possible.

- (d) The President and Vice President shall be granted leave without pay as required to attend to Union business, provided one (1) weeks notice is given. Upon notification from the Union to the Employer, the parties shall meet and negotiate specific letters of understanding for leaves of absence under this article.
- (e) Subject to operational requirements, when leave for Union Business is granted in accordance with 33.07 (a), (b), (c) and (d) above, the leave shall be granted with pay, provided the Union shall reimburse the Employer for all monies paid to the Employee while on leave, plus a fifteen percent (15%) administration fee.

33.08 Compassionate Care Leave

- (a) An Employee who has completed at least ninety (90) days of employment, shall be entitled to leave of absence without pay but with benefits at the normal cost sharing, for a period of twenty-seven (27) weeks to care for a qualified relative with a serious medical condition with a significant risk of death within twenty-six (26) weeks from the commencement of the leave.
- (b) Qualified relative for compassionate care leave means a person in a relationship to the Employee as designated in the Alberta Employment Standards Code regulations.
- (c) At the request of the Employee, compassionate care leave may be taken in one (1) week increments.
- (d) Where possible, an Employee shall apply for compassionate leave at least two (2) weeks in advance of the commencement of the leave and shall advise the Employer if they want to take the leave in weekly increments.
- (e) Employees may be required to submit to the Employer satisfactory proof demonstrating the need for compassionate care leave.

33.09 Critical Illness of a Child Leave

- (a) An Employee who has completed at least ninety (90) days employment, with a critically ill or injured child requiring care or support, shall be entitled to leave of absence without pay or benefits, for a period of thirty-six (36) weeks to care for their critically ill child.
- (b) Critically ill child means a child, step-child, foster child or child who is under legal guardianship, and who is under eighteen (18) years of age for whom the Employee would be eligible for the parents of critically ill child leave

under the Employment Standards Code (Alberta).

- (c) At the request of the Employee, critical illness of a child leave may be taken in one (1) week increments.
- (d) Where possible, an Employee shall apply for critical illness of a child leave at least two (2) weeks in advance of the commencement of the leave and shall advise the Employer if they want to take the leave in weekly increments.
- (e) Employees may be required to submit to the Employer satisfactory proof demonstrating the need for critical illness of a child leave.

33.10 Death or Disappearance of a Child Leave

An Employee who meets the criteria for death or disappearance of child leave specified in the *Employment Standards Code* shall be entitled to a leave of absence without pay for a period up to:

- (a) Fifty-two (52) weeks in the event of the disappearance of a child; or
- (b) One hundred and four (104) weeks in the event of the death of a child.

33.11 Domestic Violence Leave

- (a) An Employee who has been subjected to domestic violence may require time off from work to address the situation and shall be entitled to leave of absence without pay for up to ten (10) days per calendar year.
- (b) An Employee may access sick leave banks for this purpose.
- (c) Personal information concerning domestic violence shall be kept confidential by the Employer.
- (d) When an Employee reports that they are experiencing domestic violence, the Employer shall complete a hazard assessment and, where appropriate, may facilitate alternate work arrangements.

33.12 Leave for Public Office

- (a) The Employer recognizes the right of a Regular Employee to participate in public affairs. Therefore, upon written request, the Employer shall allow a leave of absence without pay to be a candidate in federal, provincial or municipal elections.

- (b) Regular Employees who are elected to public office shall be allowed a leave of absence without pay for a period of time not to exceed four (4) years.
- (c) An Employee who has been on public office leave shall be reinstated by the Employer in the same position and classification held immediately prior to taking such leave or be provided with alternate work of a comparable nature.

33.13 Citizenship Ceremony Leave

An Employee who has completed ninety (90) days of employment is entitled to one half (1/2) day of leave without pay to attend a citizenship ceremony to receive a certificate of citizenship, as provided for under the *Citizenship Act* (Canada).

33.14 Military Leave

An Employee who is required by military authorities to attend training or perform military services shall be granted leave without pay.

ARTICLE 34: IN-SERVICE PROGRAMS

34.01 In-Services

- (a) The parties to this Collective Agreement recognize the value of continuing in-service education for Employees in the various professions and that the responsibility for such continuing education lies not only with the Employer but also with the Employee. For the purpose of this Article, the term “in-service” includes: orientation, acquisition and maintenance of essential skills, and other programs which may be offered by the Employer.
- (b) The Employer reserves the right to identify specific in-service sessions as being compulsory for Employees and those required to attend such sessions shall be paid at the applicable rate of pay for attendance.
- (c) Employees may attend in-service programs which are not identified as compulsory by the Employer, without loss of regular earnings, based on operational requirements and provided prior approval is received from the Employer.
- (d) Cardio-Pulmonary Resuscitation (CPR) re-certification shall be made available at no charge to those Employees who must maintain current CPR certification as a condition of employment. Employees who are identified by the Employer as having to attend the session shall be paid at the applicable rate of pay.

ARTICLE 35: COURT APPEARANCE

- 35.01 (a) In the event an Employee is required to appear before a court of law as a witness in matters arising out of their employment with the Employer, or for jury selection, or as a member of a jury, the Employee shall:
- (i) suffer no loss of regular earnings for the scheduled shifts so missed;
 - (ii) be paid at their Basic Rate of Pay for the hours of attendance at court on their scheduled day(s) of rest, and be granted an alternate day(s) of rest as scheduled by the Employer. Such rescheduling of the day of rest shall not be construed to be a violation of the scheduling provisions of Article 11.
- (b) In the event an Employee is scheduled to work on the evening or night shift(s) on the day(s) they are called as a witness in matters arising out of their employment with the Employer, or as a juror, they shall be granted a leave of absence for those scheduled shift(s) so missed and suffer no loss of earnings.
- (c) Where an Employee is required by law to appear before a court of law for reasons other than those stated in (a) above, they shall be granted a leave of absence without pay.

ARTICLE 36: EVALUATIONS, PERSONNEL FILES, AND EMPLOYEE MEDICAL FILES

- 36.01 (a) The parties to this Collective Agreement recognize the desirability of Employee evaluations. Evaluations shall be conducted at least once every two (2) years.
- (b) Evaluations shall be for the constructive review of the performance of the Employee.
- 36.02 All such evaluations shall be in writing.
- 36.03 (a) Meetings for the purpose of the evaluation interview shall be scheduled by the Employer with reasonable advance notice, and unless otherwise mutually agreed between the Employee and Employer, shall not be less than forty-eight (48) hours. The Employee may review their personnel file prior to the interview upon their written request.
- (b) The Employee shall be given a copy of their completed evaluation at the conclusion of the interview or no later than ten (10) calendar days from the interview date. The Employee shall sign the completed evaluation document upon receipt for the sole purpose of indicating that they are aware

of the evaluation. They shall have the right to respond in writing within ten (10) calendar days of receipt of the evaluation document, and their reply shall be placed in their personnel file.

- (c) The Employer will endeavour to only schedule evaluation interviews during an Employee's on duty hours, however, if an evaluation interview is scheduled on an Employee's off duty hours or on days of rest, the Employee shall be compensated according to the provisions of Article 12 (Overtime) or Article 44 (Part-Time, Temporary and Casual Employees).

36.04 An Employee's evaluation shall be considered confidential and shall not be released by the Employer to any person, except a Board of Arbitration, the Employer's counsel, or as required by law, without the written consent of the Employee.

36.05 (a) By appointment made in writing to the appropriate Department at least three (3) working days in advance, an Employee may view their personnel or medical file.

- (b) Upon request, an Employee shall be given a copy of requested documents from their file. The Employee may be required by the Employer to pay a reasonable fee to cover the cost of copying, which fee shall be established by the Employer.

36.06 Attendance Management Program

- (a) Employees who have disclosed a disability that may affect their regular attendance may be referred to the Employer's Disability Coordinator for support.
- (b) An Employee who is in the Employer's Attendance Management Program and has been asked to attend a meeting with the Employer may be accompanied by a representative of the Union at such meeting.
- (c) The Employer will notify the Union of changes to its Attendance Management Program at least thirty (30) days prior to a new program being implemented.

ARTICLE 37: DISCIPLINE AND DISMISSAL

37.01 Except for the dismissal of an Employee serving a probationary period, there shall be no dismissal or discipline except for just cause.

37.02 Unsatisfactory conduct by an Employee which is not considered by the Employer to be serious enough to warrant suspension or dismissal may result in a written warning to the Employee within twenty (20) working days of the date the

Employer became reasonably aware of, or should have become aware of the occurrence of the act. An electronic copy of the letter shall be forwarded to the Union office within two (2) working days. The written warning shall indicate that it is disciplinary action.

- 37.03 Unsatisfactory performance by an Employee which is considered by the Employer to be serious enough to be entered on the Employee's record, but not serious enough to warrant suspension or dismissal, may result in a written warning to the Employee within twenty (20) working days of the date the Employer became reasonably aware of, or should have become aware of the occurrence of the act. An electronic copy of the letter shall be forwarded to the Union office within two (2) working days of the disciplinary action. The written warning shall indicate that it is disciplinary action. It shall state a definite period in which improvement or correction is expected and, at the conclusion of such time, the Employee's performance shall be reviewed with respect to the discipline. The Employee shall be informed in writing of the results of the review. The assignment of an improvement or correction period shall not act to restrict the Employer's right to take further action during said period should the Employee's performance so warrant.
- 37.04 The procedures stated in Articles 37.02, 37.03 and 37.10 do not prevent immediate suspension or dismissal for just cause.
- 37.05 An Employee who has received a written warning, or has been suspended or dismissed shall receive from the Employer, in writing, the reason(s) for the warning, suspension, or dismissal, and a copy of the letter shall be sent in electronic format to the Union within two (2) working days.
- 37.06 Any written documents pertaining to disciplinary action or dismissal shall be removed from the Employee's file when such disciplinary action or dismissal has been grieved and determined to be unjustified.
- 37.07 An Employee, who has been subject to disciplinary action, shall after two (2) years from the date the disciplinary measure was initiated, request in writing that their record be cleared of that disciplinary action provided the Employee's file does not contain any further record of disciplinary action during the two (2) year period. The Employer shall confirm in writing to the Employee that such action has been effected.
- 37.08 An Employee who is dismissed may receive their termination entitlements at the time they leave.
- 37.09 For purposes of this Article, a working day shall mean consecutive calendar days exclusive of Saturdays, Sundays and Named Holidays specified in Article 22.

37.10 When circumstances permit, the Employer shall provide at least twenty-four (24) hours advance notice to an Employee required to meet with the Employer for the purposes of discussing and issuing discipline. The Employer shall advise the Employee of the nature of the concern and that they may be accompanied by a representative of the Union at such meeting(s). The Employee shall be compensated at their applicable rate of pay for the duration of such meeting(s).

37.11 **Mandatory Reporting to Regulatory Bodies**

In the event that an Employee's conduct is reported to their regulatory body by the Employer, the Employee shall be advised, in writing, within one (1) working day and provided with the reasons. A written notification shall be forwarded to the Union forthwith.

ARTICLE 38: RESIGNATION/TERMINATION

38.01 An Employee shall make every reasonable effort to provide to the Employer twenty-eight (28) calendar days notice, where possible, and shall, in any case, provide the Employer with fourteen (14) calendar days notice of their desire to terminate their employment.

38.02 An Employee who voluntarily leaves the employ of the Employer shall receive the wages and vacation pay to which they are entitled within ten (10) consecutive days after the end of the pay period in which termination occurred.

38.03 **Vacation Pay on Termination**

- (a) If employment is terminated, and proper notice given, an Employee shall receive vacation pay in lieu of:
 - (i) the unused vacation earned during the previous vacation year at their Basic Rate of Pay, together with;
 - (ii) six percent (6%) if eligible for fifteen (15) working days, or eight percent (8%) if eligible for twenty (20) working days, or ten percent (10%) if eligible for twenty-five (25) working days, or twelve percent (12%) if eligible for thirty (30) working days of their earnings at the Basic Rate of Pay from the end of the previous vacation year to the date of termination.

38.04 An Employee shall be deemed to have terminated their employment when:

- (a) they are absent from work without good and proper reason and/or the approval of the Employer; or

- (b) they do not return from layoff as required, or upon the expiry of twelve (12) months following layoff during which time the Employee has not been recalled to work.

38.05 If the required notice of termination is given, an exit interview with the Employer shall be granted at the Employee's request prior to termination.

ARTICLE 39: JOB DESCRIPTIONS

39.01 Copies of job descriptions shall be on hand within the appropriate department(s) and shall be available to each Employee upon request.

39.02 Upon request, the Employer will provide the Union with a copy of a job description for any classification in the bargaining unit provided that a request for a particular job description is not made more than once in a calendar year.

39.03 If it is determined that a job description does not exist, the Employer shall prepare and provide the job description within ninety (90) days of initial request for the job description.

39.04 Where job duties have been altered or amended, the Employer shall provide the Union and the affected Employee(s) with the updated job description within ten (10) days.

ARTICLE 40: JOB CLASSIFICATIONS

40.01 New Classifications

If the Employer creates a new classification which belongs in the bargaining unit and which is not now designated in this Collective Agreement, or if a new classification is included in the bargaining unit by the Labour Relations Board, the following provisions shall apply:

- (a) The Employer shall establish a position title and a salary scale and give written notice of same to the Union.
- (b) If the Union does not agree with the position title and/or the salary scale, representatives of the Employer and the Union, shall, within thirty (30) days of the creation of the new classification or the inclusion of a new classification in the bargaining unit, meet for the purpose of establishing a position title and salary scale for the new classification.
- (c) Should the parties, through discussion and negotiation, agree in regard to a salary scale for the new classification the salary scale shall be retroactive to the date that the new classification was implemented.

- (d) Should the parties through discussion and negotiation not be able to agree to a position title, it is understood that the Employer's decision in respect to the position title shall not be subject to the Grievance and Arbitration procedure contained in this Collective Agreement or in the code.
- (e) Should the parties not be able to agree, the Union may, within sixty (60) days of the date the new classification was created or included in the bargaining unit, refer the salary scale to arbitration. Should the Union not refer the matter to arbitration within the stated time limit, the final position of the Employer, as stated in negotiations, shall be implemented.

40.02 Classification Review

- (a) An Employee who has good reason to believe that they are improperly classified may apply in writing to the Manager of the Department to have their classification reviewed. The Manager of the Department will give consideration to such application and notify the Employee of their decision within ninety (90) days of receipt of the application.
- (b) Should the Employee feel that they have not received proper consideration in regard to a classification review, they may request that the matter be further reviewed by discussion between the Union and the Employer.
- (c) The Employer shall notify the Union of their position within thirty (30) days of the matter being brought to them by the Union.
- (d)
 - (i) Where the decision of the Employer relates to an Employee-initiated request for a change in classification, the Employer's decision shall not be subject to the Grievance Procedure and Arbitration.
 - (ii) Where the decision of the Employer relates to an Employer-initiated down-grading in classification, the affected Employee shall be entitled to use the Grievance Procedure and Arbitration.

ARTICLE 41: EMPLOYEE-MANAGEMENT ADVISORY COMMITTEE

41.01 The parties to this Collective Agreement agree to establish an Employee-Management Advisory Committee (EMAC) or the equivalent for promoting harmonious relationships and discussing topics of mutual concern between the Employees and the Employer in accordance with the terms of reference for this committee. EMACs are limited to discussing issues outside of the Collective Agreement.

41.02 Employee representatives to EMAC shall be appointed by the Union.

41.03 There shall be no loss of income for time spent by Employees at meetings and in carrying out the functions of the EMAC.

ARTICLE 42: WORKPLACE HEALTH, SAFETY AND WELLNESS

42.01 The parties to this Collective Agreement will cooperate to the fullest extent in the matter of occupational health, safety and accident prevention. Required safety equipment and devices will be provided where necessary by the Employer. The Employer and Employees will take reasonable steps to eliminate, reduce or minimize all workplace safety hazards.

42.02 The Employer shall establish Health and Safety committees which shall be composed of representatives of the Employer and at least one (1) Employee representative of the Union and may include representatives of other Employee groups as well as an occasional guest, if appropriate. These committees shall meet in accordance with the terms of reference established by the committees or within ten (10) days of receiving a written complaint regarding occupational health or safety.

42.03 The number of Employer representatives on the committees shall not exceed the number of representatives from the Union and other Employee groups. The committees will, on an annual basis, discuss and determine the most effective means of chairing meetings.

42.04 The Basic Rate of Pay shall be paid to an Employee representative for time spent in attendance at a meeting of these committees.

42.05 The Employer shall not unreasonably deny committee members access to the workplace to conduct safety inspections.

42.06 The committees shall consider such matters as Occupational Health and Safety including responsibility for communication and education as required. A representative of the Union may make recommendations to the Employer in that regard.

42.07 (a) If an issue arises regarding Occupational Health or Safety, the Employee or Union shall first seek to resolve the issue through discussion with the applicable immediate Supervisor in an excluded management position. If the issue is not resolved satisfactorily, it may then be forwarded, in writing, to the committee.

(b) The Health and Safety committees shall also consider measures necessary to protect the security 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 taken towards implementation within one (1) month from the date the recommendation is

made, the Health and Safety committees may request and shall have the right to have their recommendations presented to the Site Director of the Employer. The Site Director will reply in writing to the applicable Health and Safety Committee within thirty (30) days of the receipt of the recommendation.

- 42.08 Where the Employer requires that the Employee receive specific immunization and titre, as a result of or related to their work, it shall be provided at no cost.
- 42.09 Where an Employee is assigned to work alone, the Employer shall have in place a policy and procedure to support a working alone safety plan.
- 42.10 The Employer shall implement a psychological health and safety plan consistent with the current Canadian Standards Association (CSA) Psychological Health and Safety in the Workplace Standard. Aspects of this plan relevant to a particular workplace may be reviewed annually by the Health and Safety Committee.
- 42.11 The Employer shall have in place a violence and harassment prevention plan. Aspects of this plan shall be reviewed annually by the Health and Safety Committee.

ARTICLE 43: PROTECTIVE CLOTHING

- 43.01 When an Employee is required to wear protective clothing in the course of duty, it shall be the responsibility of the Employer to provide and launder such clothing.

ARTICLE 44: PART-TIME, TEMPORARY AND CASUAL EMPLOYEES

- 44.01 Except as modified by this Article, all provisions of this Collective Agreement apply to Part-Time, Temporary and Casual Employees, except that Casual Employees shall not be entitled to benefits provided for in:

- Article 9: Probationary Period
- Article 11: Work Schedules and Shifts
- Article 23: Sick Leave
- Article 25: Employee Benefit Plans
- Article 26: Pension Plan
- Article 28: Seniority
- Article 30: Layoff and Recall
- Article 31: Technological Change
- Article 33: Leaves of Absence
- Article 37: Discipline and Dismissal
- Article 38: Resignation/Termination

- 44.02 (a) A Temporary Full-Time or Temporary Part-Time Employee shall be covered by the terms and conditions of this Collective Agreement, applicable to Full-Time or Part-Time Employees as the case may be.
- (b) At the time of hire, the Employer shall state in writing the expected term of employment.
- (c) A Temporary Employee shall not have the right to grieve the termination of their employment when no longer required in that position or on completion of the expected term of the position nor placement pursuant to Article 29.04(b).

44.03 **Hours of Work**

- (A) Amend Article 10.01 to read:

“Regular hours of work, exclusive of meal periods, shall be up to seven and three-quarter (7 3/4) hours in any day. The ratio of work days to non-work days shall not exceed five to two (5:2) averaged over a period of not more than four (4) weeks. Such four (4) week periods shall be consecutive and non-inclusive”.

- (B) Amend Article 10.02(a) by adding:

“Regular hours of work shall include, as scheduled by the Employer, one (1) rest period of fifteen (15) minutes in instances where the shift is less than seven and three-quarter (7 3/4) hours but more than three and three-quarter (3 3/4) hours.”

- (C) Amend Article 10 (Hours of Work) by adding:

“Additional Hours

- (a) A Part-Time Employee may work additional shifts from time to time.
- (b) Where a Part-Time Employee volunteers or agrees, when requested, to work additional shifts, they shall be paid their Basic Rate of Pay for such hours or, if applicable, at the overtime rate provided in Article 44.05(A) for those hours worked in excess of seven and three-quarter (7 3/4) hours in a day.
- (c) An Employee required by the Employer to work an additional shift without their having volunteered or agreed to do so, will receive two times (2X) their Basic Rate of Pay. This premium payment will cease and the Employee’s Basic Rate of Pay will apply at the start of their

next scheduled shift, or additional shift worked pursuant to Article 44.03(C)(b).

- (D) At the time of hire or transfer, the Employer shall state in writing a specific number of hours per shift cycle which shall constitute the regular hours of work for each Part-Time Employee. Such hours may be altered in accordance with the Letter of Understanding re: Decreasing or Increasing Full-Time Equivalency (FTE).
- (E) In the event that a Casual Employee reports to work for a scheduled shift or a shift for which they have been called in for, and is not permitted to commence work, they shall be paid three (3) hours pay at the Basic Rate of Pay.”

44.04 Amend Article 11 (Work Schedules and Shifts) to read:

“11.01 An Employee shall be aware that they may be required to work various shifts throughout the twenty-four (24) hour day and the seven (7) days of the week. The first shift of the working day shall be the one wherein the majority of hours worked fall between twenty-four hundred (2400) and zero eight hundred (0800) hours.

11.02 Shift Scheduling Standards and Premiums for Non-compliance

- (a) Except in cases of emergency or by mutual agreement in writing between the Employer, the Employee, and the Union, shift schedules shall provide for:
 - (i) where possible one (1) weekend off in each two (2) week period but, in any event two (2) weekends off in each five (5) week period;
 - (ii) at least fifteen (15) hours off duty between the end of one shift and the commencement of the next shift;
 - (iii) not more than seven (7) consecutive scheduled days of work.
- (b) Where the Employer is unable to provide for the provisions of Article 11.02 (a)(i), (ii) or (iii), and an emergency has not occurred, nor has it been mutually agreed in writing otherwise, the following conditions shall apply:
 - (i) failure to provide both of the required two (2) weekends off duty in accordance with Article 11.02(a)(i), shall result in payment to each affected Employee of two

times (2X) their Basic Rate of Pay for each of four (4) regular shifts worked during the five (5) week period;

- (ii) failure to provide one (1) of the required two (2) weekends off duty in accordance with Article 11.02(a)(i), shall result in payment to each affected Employee of two times (2X) their Basic Rate of Pay for each of two (2) regular shifts worked during the five (5) week period;
 - (iii) failure to provide fifteen (15) hours off duty between the end of one shift and the commencement of the next shift shall result in payment of two times (2X) the Basic Rate of Pay for all hours worked on that next scheduled shift.
- (c) For the purpose of this provision a 'weekend' shall mean a consecutive Saturday and Sunday assuring a minimum fifty-six (56) hours off duty.
- (d) An Employee required to rotate shifts shall be assigned day duty approximately one-third (1/3) of the time unless mutually agreed to by the Employer, the Employee and the Union provided that, in the event of an emergency or where unusual circumstances exist, the Employee may be assigned to such shift as deemed necessary by the Employer.

11.03 Schedule Posting and Schedule Changes

- (a) Unless otherwise agreed between the Employer and the Union in writing shift schedules shall be posted twelve (12) weeks in advance. Except in cases of emergency or by mutual agreement between the Employer and the Employee, if a shift schedule is changed after being posted, the affected Employees shall be provided with fourteen (14) calendar days' notice of the new schedule. In the event that an Employee's schedule is changed in the new shift schedule and they are not provided with fourteen (14) calendar days' notice, they shall be entitled to premium payment subject to the provisions of Article 11.03(b).
- (b) (i) If, in the course of a posted schedule, the Employer changes the Employee's shift (i.e. days to evenings, days to nights or evenings to nights), they shall be paid at the rate of two times (2X) their Basic Rate of Pay for all hours worked on the first shift of the changed

schedule unless fourteen (14) calendar days' notice of such change has been given;

- (ii) If, in the course of a posted schedule, the Employer changes the Employee's shift start time by two (2) hours or more, they shall be paid at the rate of two times (2X) their Basic Rate of Pay for all hours worked on this shift unless fourteen (14) calendar days' notice of such change has been given.

11.04 In the event that an Employee reports for work as scheduled and is required by the Employer not to commence work but to return to duty at a later hour, they shall be compensated for that inconvenience by receiving two (2) hours pay at their Basic Rate of Pay.

11.05 Should an Employee report and commence work as scheduled and be required to cease work prior to completion of their scheduled shift and return to duty at a later hour, they shall receive their Basic Rate of Pay for all hours worked with an addition of two (2) hours pay at their Basic Rate of Pay for that inconvenience.

11.06 Employee Shift Trading

Employees may exchange shifts with the approval of the Employer provided no increase in cost is incurred by the Employer.”

44.05 **Overtime**

(A) Amend Article 12.01 to read:

“All hours, authorized by the Employer and worked by:

- (i) a Regular Part-Time Employee in excess of the maximums specified in Article 44.03(A); or
- (ii) a Casual Employee in excess of seven and three-quarter (7 3/4) hours in a day or one hundred and fifty-five (155) hours worked in each consecutive and non-inclusive twenty-eight (28) calendar day period;

shall be paid for at two times (2X) the Basic Rate of Pay on that day”.

(B) Article 12.04 is null and void.

44.06 **On-Call Duty**

Amend Article 13.03 by adding:

“In Centres where departments provide service on a regular basis more than five (5) days a week, five (5) days in each consecutive seven (7) day period shall be deemed as work days for the purposes of paying the on-call rate to Casual Employees.”

44.07 **Salaries**

Amend Article 14.02(a) to read:

“Notwithstanding the time periods stated for increment advancement in the Salaries Appendix, Part-Time, Temporary and Casual Employees to whom these provisions apply shall be entitled to an increment on the satisfactory completion of two thousand and twenty-two point seven five (2022.75) regular hours of work, and a further increment on the satisfactory completion of each period of one thousand eight hundred and twenty-nine (1829) regular hours of work thereafter until the maximum rate is attained.”

44.08 **Vacation With Pay for Part-Time Employees**

(A) Article 21.02 is amended to read:

“Part-Time Employees:

Regular Part-Time Employees shall earn vacation with pay calculated in hours in accordance with the following formula:

Hours worked as a Regular Employee as specified in Articles 44.03 and 44.08(C)	X	The applicable percentage as outlined below	=	Number of hours of paid vacation time to be taken
---	---	---	---	--

- (a) Six percent (6%) during the first (1st) year of continuous Part-Time employment; or
- (b) eight percent (8%) during each of the second (2nd) to ninth (9th) years of continuous Part-Time employment; or
- (c) ten percent (10%) during each of the tenth (10th) to nineteenth (19th) years of continuous Part-Time employment; or
- (d) twelve percent (12%) during each of the twentieth (20th) and subsequent years of continuous Part-Time employment.

(e) Supplementary Vacation

The supplementary vacations as set out below are to be banked on the outlined supplementary vacation employment anniversary date and taken at a mutually agreeable time subsequent to the current supplementary vacation employment anniversary date but prior to the next supplementary vacation employment anniversary date.

Regular Part-Time Employees shall earn supplementary vacation with pay calculated in hours in accordance with the following formula:

$$\begin{array}{l} \text{Hours worked} \\ \text{during the vacation} \\ \text{year at the rate} \\ \text{specified in Articles} \\ \text{44.03 and 44.08(C)} \end{array} \times \begin{array}{l} \text{The applicable} \\ \text{percentage as} \\ \text{outlined below} \end{array} = \begin{array}{l} \text{Number of} \\ \text{hours of paid} \\ \text{supplementary} \\ \text{vacation time to} \\ \text{be taken in the} \\ \text{current} \\ \text{supplementary} \\ \text{vacation period.} \end{array}$$

- (A) Upon reaching the employment anniversary of twenty-five (25) years of continuous service, Employees shall have earned an additional two percent (2%).
- (B) Upon reaching the employment anniversary of thirty (30) years of continuous service, Employees shall have earned an additional two percent (2%).
- (C) Upon reaching the employment anniversary of thirty-five (35) years of continuous service, Employees shall have earned an additional two percent (2%).
- (D) Upon reaching the employment anniversary of forty (40) years of continuous service, Employees shall have earned an additional two percent (2%).
- (E) Upon reaching the employment anniversary of forty-five (45) years of continuous service, Employees shall have earned an additional two percent (2%)."

Vacation for Casual Employees:

- (B) Casual Employees shall receive payment in lieu of vacations with pay to which they are entitled to be included with the payment for hours worked.

Article 21.02 is amended to read:

“(a) Vacation Entitlement

A Casual Employee shall earn vacation entitlement as outlined below. Vacation leave will be deemed to have commenced on the first (1st) regularly scheduled work day absent on vacation leave, and continue on consecutive calendar days until return to duty.

- (i) during the first (1st) year of employment an Employee is entitled to twenty-one (21) calendar days; or
- (ii) during the second (2nd) to ninth (9th) years of employment an Employee is entitled to twenty-eight (28) calendar days; or
- (iii) during the tenth (10th) to nineteenth (19th) years of employment an Employee is entitled to thirty-five (35) calendar days; or
- (iv) during the twentieth (20th) and subsequent years of employment an Employee is entitled to forty-two (42) calendar days off.

(b) Vacation Pay

- (i) during the first (1st) year of employment six percent (6%) of their regular earnings as defined in (C) below; or
- (ii) during the second (2nd) to ninth (9th) years of employment eight percent (8%) of their regular earnings as defined in (C) below; or
- (iii) during the tenth (10th) to nineteenth (19th) years of employment ten percent (10%) of their regular earnings as defined in (C) below; or
- (iv) during the twentieth (20th) and subsequent years of employment twelve percent (12%) of their regular earnings as defined in (C) below.”

- (C) Only those regularly scheduled hours and additional hours worked at the Basic Rate of Pay and on a Named Holiday to a maximum of seven and three-quarter (7 3/4) hours and periods of sick leave with pay will be recognized as regular earnings for the purpose of determining vacation pay.

44.09 **Named Holidays**

(A) Article 22 (Named Holidays) is replaced in its entirety by the following:

“(a) An Employee to whom these provisions apply required to work on a Named Holiday, which are:

New Years Day	Labour Day
Alberta Family Day	Thanksgiving Day
Good Friday	Remembrance Day
Victoria Day	Boxing Day
Canada Day	

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

- (i) the Municipality of Edmonton and Sherwood Park;
- (ii) the Province of Alberta; or
- (iii) the Government of Canada;

shall be paid at one and one-half times (1 1/2X) their Basic Rate of Pay for the first seven and three-quarter (7 3/4) hours worked on a Named Holiday and two times (2X) their Basic Rate of Pay for time worked in excess of seven and three-quarter (7 3/4) hours.

- (b) An Employee to whom these provisions apply required to work on Christmas Day and the August Civic Holiday shall be paid for all hours worked on the Named Holiday at two times (2X) their Basic Rate of Pay.
- (c) An Employee to whom these provisions apply shall be paid, in addition to their Basic Rate of Pay, five percent (5%) of their basic hourly rate of pay in lieu of the Named Holidays, and the ‘floater holiday’.”

44.10 **Sick Leave**

(A) Amend Article 23.03 to read:

“An Employee shall be allowed a credit for sick leave computed from the date of employment at the rate of one and one-half (1 1/2) working days for each full month of employment up to a maximum credit of one hundred and twenty (120) working days, pro-rated to the regularly scheduled hours they worked each month. However, an Employee shall not be entitled to apply sick leave credits prior to the completion of one hundred and fifty-five (155)

regular hours worked of the probationary period as per Article 9 (Probationary Period).”

(B) Amend Article 23.05 to read:

“An Employee granted sick leave shall be paid, at their Basic Rate of Pay, for regularly scheduled shifts absent due to illness, and the number of hours thus paid, shall be deducted from their accumulated sick leave credit up to the total amount of their accumulated credit at the time the sick leave commenced.”

44.11 **Bereavement Leave**

In calculating paid bereavement leave entitlement for Part-Time Employees, the provisions of Article 33.04 (Bereavement Leave) shall apply only to regularly scheduled working days which fall during a ten (10) calendar day period, commencing with the date of death.

44.12 **Change of Status**

(a) A Temporary or Casual Employee who transfers to Regular Full-Time or Regular Part-Time employment with the Employer shall be credited with the following entitlements earned during their period of employment, provided not more than six (6) months have elapsed since they last worked for the Employer:

- (i) vacation entitlement;
- (ii) salary increments; and
- (iii) seniority, in accordance with Article 28.01.

(b) A Temporary Employee shall also be credited with sick leave earned and not taken during their period of temporary employment.

44.13 Further to Article 9.01, Part-Time Employees will have completed their probationary period after five hundred and three point seven five (503.75) hours or six (6) months of employment, whichever is the lesser.

ARTICLE 45: PROFESSIONAL RESPONSIBILITY AND LICENSE/REGISTRATION RENEWAL

45.01 Where required by legislation, all Employees shall maintain current registration with the appropriate professional body.

- 45.02 Employees are to provide proof, to the Employer before or on the date registration renewal is required for their profession, that they have a current license/practice permit/registration.
- 45.03 A verified copy of the license/practice permit/registration shall be sent to Human Resources within thirty (30) days of the renewal date for filing on their personnel file.

ARTICLE 46: GRIEVANCE PROCEDURE

46.01 Definition of Time Periods

- (a) For the purpose of this Article and Article 47 (Grievance Arbitration), periods of time referred to in days shall be deemed to mean such periods of time calculated on consecutive calendar days exclusive of Saturdays, Sundays and Named Holidays specified in Article 22.01(a).
- (b) Time limits may be extended by mutual agreement, in writing, between the Union and the Employer.

46.02 Resolution of a Difference Between an Employee and the Employer

(a) Step 1 (Discussion between Employee and Manager)

- (i) If a difference arises between one or more Employees and the Employer regarding the interpretation, application, operation or alleged contravention of this Collective Agreement, the Employee(s) shall first seek to settle the difference through discussion with their Manager. If it is not resolved in this manner, it may become a grievance and be advanced to Step 2.
- (ii) However, the mandatory formal discussion stage set out in Article 46.02(a)(i) may be bypassed when the Employee has been given a letter of discipline pursuant to Article 37 (Discipline & Dismissal).
- (iii) In the event that the difference is of a general nature affecting two or more Employees, the Union may elect to file the grievance as a group grievance. A group grievance shall be commenced at Step 2.

(b) Step 2 (Formal meeting with Step 2 Designate)

The grievance shall be submitted, in writing, and signed by the Employee, indicating the nature of the grievance, the clause or clauses claimed to have been violated, and the redress sought to the Step 2 Designate, within ten (10) days of the act causing the grievance, or within ten (10) days of the time that the Employee could reasonably have become aware that a

violation of this Collective Agreement had occurred. Upon receipt of the grievance a meeting, which may be arranged by either party, shall occur within ten (10) days. The decision of the Step 2 Designate shall be made known to the Employee and the Union within ten (10) days of the date of the meeting.

(c) Step 3 (Formal Meeting with Site Director or Designate)

Within ten (10) days of receipt of the decision of the Step 2 Designate, the grievance may be advanced to Step 3 by submitting to the Site Director or Director of Human Resources, a copy of the original grievance with a letter indicating that the grievance has not been resolved. Upon receipt of the advancement to Step 3, a meeting which may be arranged by either party shall occur within ten (10) days.

The Site Director or Director of Human Resources shall render a decision, in writing, to be forwarded to the Union and the grievor within ten (10) days of the date of the meeting.

(d) Optional Mediation

Prior to submitting a grievance to arbitration, the Parties may mutually agree to either internal or external mediation.

(e) Step 4 (Arbitration)

Should the grievance not be resolved at Step 3, the Union may elect to submit the grievance to Arbitration. In this case, the Union shall notify the Employer, in writing, within ten (10) days of the receipt of the decision of the Administrator or Director of Human Resources that the Union wishes to proceed to Arbitration, and at the same time, the Union shall name its appointee to the Arbitration Board. By mutual agreement between the parties, in writing, a single Arbitrator may be appointed.

(f) Neither the Employee nor a Job Steward who may attend a meeting with the Employer respecting a grievance shall suffer any loss of regular earnings calculated at the Basic Rate of Pay for the time spent at such a meeting.

(g) An Employee shall be entitled to have a Labour Relations Officer or their designate as established by the Union present during any meeting pursuant to this grievance procedure.

(h) A dismissal grievance shall commence at Step 3.

(i) Time limits for filing of a dismissal grievance shall be as stated in Article 46.02(b).

46.03 **Resolution of a Difference between the Union and the Employer**

(a) Step 1 (Formal Meeting Following Discussion Between The Parties)

In the event that a difference of a general nature arises regarding interpretation, application, operation or alleged contravention of this Collective Agreement, the Union shall submit a policy grievance in writing, to the Director of Human Resources, or their designate, and shall indicate the nature of the grievance, the clause or clauses claimed to have been violated, and the redress sought. Such grievance shall be submitted to the Director of Human Resources, or their designate, within twenty (20) days of the occurrence of the act causing the grievance or within twenty (20) days of the time that the Union could reasonably have become aware that a violation of this Collective Agreement had occurred. Upon receipt of the grievance, a meeting which may be arranged by either party, shall occur. The meeting shall be held within twenty (20) days of the receipt of the grievance unless mutually agreed otherwise. The decision of the Director of Human Resources, or their designate, shall be made known to the Union, in writing, within ten (10) days of the date of the meeting.

(b) Step 2 (Arbitration)

Should the Union elect to submit a policy grievance as defined herein for Arbitration, it shall notify the Employer, in writing, within ten (10) days of the receipt of the decision of the Director of Human Resources, or their designate, and name its appointee to an Arbitration Board at the same time. By mutual agreement, in writing, between the parties, a single Arbitrator may be appointed.

46.04 **Default**

- (a) Should the grievor fail to comply with any time limit in this grievance procedure, the grievance will be considered conceded and shall be abandoned unless the parties to the difference have mutually agreed, in writing, to extend the time limit.
- (b) Should the Employer fail to respond within the time limit set out in this grievance procedure, the grievance shall automatically move to the next step or be advanced to Arbitration on the day following the expiry of the particular time limit unless the parties have mutually agreed, in writing, to extend the time limit.

ARTICLE 47: GRIEVANCE ARBITRATION

- 47.01 Within ten (10) days following receipt of notification pursuant to Article 46.02(e) or 46.03(b) that a grievance has been referred to an Arbitration Board, the

Employer shall advise the Union of its appointee to the Arbitration Board. The appointees shall, within ten (10) days, endeavour to select a mutually acceptable chairman of the Arbitration Board. If they fail to agree, the Minister of Human Resources and Employment shall be requested to appoint a Chairman, or a single arbitrator, pursuant to the Code.

- 47.02 The Arbitration Board or the single Arbitrator shall hold a hearing of the grievance to determine the difference and shall render an award in writing as soon as possible after the hearing. The Chairman of the Arbitration Board shall have authority to render an award with or without the concurrence of either of the other members. The award is final and binding upon the parties and upon any Employee affected by it and is enforceable pursuant to the Code.
- 47.03 The award shall be governed by the terms of this Collective Agreement and shall not alter, amend or change the terms of this Collective Agreement; however, where a Board of Arbitration or an Arbitrator, by way of an award, determines that an Employee has been discharged or otherwise disciplined by an Employer for cause and the Collective Agreement does not contain a specific penalty for the infraction that is the subject matter of the Arbitration, the Arbitrator may substitute any penalty for the discharge or discipline that to them seems just and reasonable in all circumstances.
- 47.04 Each of the parties shall bear the expense of its appointee to the Arbitration Board. The fees and expenses of the Chairman or single Arbitrator shall be borne equally by the parties.
- 47.05 Any of the time limits herein contained in Arbitration proceedings may be extended if mutually agreed to in writing by the parties.

ARTICLE 48: COPIES OF COLLECTIVE AGREEMENT

- 48.01 The Employer shall provide a copy of this Collective Agreement to each new Employee upon appointment.
- 48.02 The Collective Agreement shall be printed by the Union in a format acceptable to both parties, and the cost shall be shared equally between the parties.
- 48.03 The final version of the Collective Agreement shall be maintained in electronic form and both the Employer and the Union shall be provided with an electronic copy of the final version of the Collective Agreement.

ARTICLE 49: SUBROGATION

- 49.01 Sick leave is provided by the Employer for the purpose of insuring the maintenance of regular earnings, during absences due to illness or accidents for

which compensation is not payable under the *Workers' Compensation Act* or for quarantine by the Medical Officer of Health.

- 49.02 Sick leave provisions, as they provide compensation to Employees for actual lost wages during the course of their illness or non-occupational injury, constitute a contract of indemnity and are therefore subject to the Employer's right of reimbursement of sick leave earnings should the utilization of those earnings be as a result of the negligence of a third party.
- 49.03 Based on the legal principle that the negligence of a third party causing an illness or accident (example: car accident) has caused the Employer harm, due to the loss of services of the injured or ill Employee and the cost of sick leave/vacation benefits, the Employer is entitled to claim against the responsible party for its loss. It is in the Employee's best interests to include the Employer in any lawsuit against the negligent third party as their sick/vacation banks will be reinstated proportionate to the amount of sick leave/vacation costs recovered.
- 49.04 If an Employee is involved in a motor vehicle accident or becomes ill as a result of the negligence of a third party and they are legally represented, they have the right to apply for subrogation. Subrogation is a process which provides the Employer with the opportunity to recover all or part of the sick leave and/or vacation benefits paid to the Employee during their absence.
- 49.05 Upon payment of the net reimbursement amount, and subject to the terms and conditions of CapitalCare's Reimbursement Agreement the Employer will reinstate the Employee's sick bank proportionate to the extent of reimbursement received.

LETTER OF UNDERSTANDING #1

BETWEEN

CapitalCare

(hereinafter referred to as the Employer)

-and-

HEALTH SCIENCES ASSOCIATION OF ALBERTA

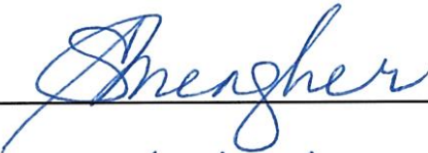
(hereinafter referred to as the Union)


RE: JOB SHARING

The Employee or Employer may request a “job share” arrangement. When a request for a “job share” has been mutually agreed upon between the Employees and the Employer, the terms and conditions shall be confirmed in a written agreement and signed by the Employer and the Union.

ON BEHALF OF CAPITALCARE

ON BEHALF OF THE HEALTH SCIENCES
ASSOCIATION OF ALBERTA





DATE: September 27, 2023

DATE: September 26, 2023

LETTER OF UNDERSTANDING #2

BETWEEN

CapitalCare

(hereinafter referred to as the Employer)

-and-

HEALTH SCIENCES ASSOCIATION OF ALBERTA

(hereinafter referred to as the Union)

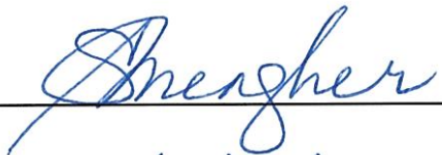
RE: SEVERANCE

1. Where organizational changes result in the permanent reduction in the number of Regular Employees in the bargaining unit and a Regular Employee has received layoff notice in accordance with Article 30 (Layoff and Recall), and for whom no alternate vacant position is available, the Regular Employee shall have the option to select either:
 - (a) layoff with recall rights as specified in Article 30 of the Collective Agreement;
or
 - (b) severance as offered by the Employer in accordance with this Letter of Understanding.

2. Severance pay for eligible Regular Employees, as defined in Article 2.08(a) of this Collective Agreement, shall be based upon the following:
 - (a) A Regular Full-Time Employee shall be eligible for severance pay in the amount of two (2) weeks regular pay for each full year of continuous employment to a maximum of forty (40) weeks pay.
 - (b) A Regular Part-Time Employee shall be eligible for severance pay in the amount of two (2) weeks' full-time pay for each full period of one thousand eight hundred and thirteen point five (1,813.5) hours worked at the Basic Rate of Pay to a maximum of forty (40) weeks' pay.
 - (c) Regular pay shall be defined as regularly scheduled hours of work as at the date on which notice of layoff is issued (which for the purpose of clarity means regularly scheduled hours of work exclusive of overtime hours, call-back hours and additional hours for Part-Time Employees) X Basic Rate of Pay (which for the purpose of clarity means Basic Rate of Pay exclusive of overtime payments and premium payments).


- (d) For the purposes of severance, continuous employment will be calculated from the last date of hire recognized with this Employer.
3. 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 option 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 30 (Layoff and Recall).
 4. A Regular Employee, who accepts severance pay as described in this Letter of Understanding, shall have terminated their employment in all respects, with no further rights to recall.
 5. An Employee who has been terminated for just cause or who has resigned or who is already on layoff or has retired shall not be eligible for severance.
 6. Regular Employees who select severance will not be eligible for rehire by any Employer who is party to a Collective Agreement containing a Severance provision, or any Employer or agency funded directly or indirectly by the Employer paying the severance, 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).
 7. The Employee may be considered for hire by an Employer referred to in the paragraph above 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.
 8. Severance pay provided under this Letter of Understanding shall be deemed to be inclusive of any and all legislative requirements for termination notice.
 9. This Letter of Understanding shall apply over a period of time beginning on the date on which the parties exchange notice of ratification for this Collective Agreement and ending March 31, 2024, or upon the date of ratification of the next Collective Agreement, whichever is later.

ON BEHALF OF CAPITALCARE



DATE: September 27, 2023

ON BEHALF OF THE HEALTH SCIENCES
ASSOCIATION OF ALBERTA



DATE: September 26, 2023

LETTER OF UNDERSTANDING #3

BETWEEN

CapitalCare

(hereinafter referred to as the Employer)

-and-

HEALTH SCIENCES ASSOCIATION OF ALBERTA

(hereinafter referred to as the Union)

RE: DECREASING OR INCREASING FULL-TIME EQUIVALENCY (FTE)

1.0 Request by Employee to Decrease FTE

- (a) An Employee who requests to decrease their FTE shall put the request in writing to their immediate Supervisor and must state whether the FTE adjustment is permanent or temporary. The Employer shall have the right to accept or reject any request for alteration of the Employee's FTE based upon operational requirements. The Employer shall advise the Union of the request, and if the request is denied shall provide the reason for the denial. The Employer shall indicate approval or denial of the request, in writing, within fourteen (14) days of the Employee's request.
- (b) Where the number of Employees making such requests to the Employer exceeds the number of requests that may be granted, the requests shall be granted in order of seniority of those Employees that can be accommodated.
- (c) If the number of hours requested to be relinquished is less than or equal to zero point four (0.4) FTE, the residual hours may be offered to other Regular Part-Time Employees in the same classification, working in the Site/Program, in order of seniority. In the event no Employees are interested in increasing their FTE, the resulting FTE may be posted in accordance with Article 29 (Promotions, Transfers and Vacancies).
- (d) If the number of hours requested to be relinquished is more than zero point four (0.4) FTE, the Union and the Employer shall meet to discuss how the residual hours may be distributed and/or posted. If the parties cannot agree, then the resulting FTE will be posted in accordance with Article 29 (Promotions, Transfers and Vacancies).
- (e) Where a request to reduce FTE is approved, the Employer shall issue a letter to the Employee confirming the Employee's new FTE.

- (f) This Letter of Understanding is not to be used when the request is for health related reasons.

2.0 Increasing FTE

- (a) Should the Employer receive additional funding that would result in an increase in the FTE of the position(s), the Employer shall advise the Union to determine whether the provisions of this Letter of Understanding shall apply.
- (b) Should the additional funding received result in an increase to FTE of less than or equal to zero point four (0.4) FTE, the additional hours may be offered, where operationally feasible, to other Regular Part-Time Employees in the same classification, working in the Site/Program, in order of seniority.
- (c) Should the additional funding received result in an increase to FTE of more than zero point four (0.4) FTE the Union and the Employer shall meet to discuss how the residual hours may be distributed and/or posted. If the parties cannot agree, then the resulting FTE will be posted in accordance with Article 29 (Promotions, Transfers and Vacancies).
- (d) Should there be no qualified applicants from a posting, as per the above clause, the hours may be offered in whole or in part to Regular Part-Time Employees in the same classification, working in the Site/Program, in order of seniority.
- (e) A Regular Part-Time Employee may add to their FTE only those hours that can be accommodated in their schedule without violating the scheduling provisions of Article 10 - (Hours of Work) and Article 11 (Work Schedules and Shifts) of this Collective Agreement.
- (f) Where the Employee accepts additional hours of work, the Employer shall issue a letter to the Employee confirming the Employee's new FTE, with a copy to the Union. Where an Employee is offered less than or equal to zero point four (0.4) FTE more than once in a twelve (12) month period, the Union and the Employer shall meet to discuss if this Letter of Understanding shall apply.


3.0 An Employee whose FTE is altered through the operation of this Letter of Understanding, whether it is a decrease or an increase to the FTE, shall not be required to serve a trial period.

4.0 An agreement to alter an Employee's FTE in accordance with this Letter of Understanding shall not be considered as a violation of Articles 29 (Promotions,

Transfers and Vacancies), 30 (Layoff and Recall) or 44 (Part-Time, Temporary and Casual Employees).


- 5.0 This letter is not intended to circumvent the provisions of Article 29 (Promotions, Transfers and Vacancies), and 30 (Layoff and Recall) in circumstances where a position becomes vacant. In such a case(s), the vacancy(s) shall be filled in accordance with the provisions of Article 29 (Promotions, Transfers and Vacancies), or Article 30 (Layoff and Recall) of the Collective Agreement and not by transferring an Employee who has made a request under this Letter of Understanding to transfer into the vacancy.

ON BEHALF OF CAPITALCARE



DATE: September 27, 2023

ON BEHALF OF THE HEALTH SCIENCES
ASSOCIATION OF ALBERTA



DATE: September 26, 2023

LETTER OF UNDERSTANDING #4

between

CapitalCare

(hereinafter referred to as the Employer)

-and-

HEALTH SCIENCES ASSOCIATION OF ALBERTA

(hereinafter referred to as the Union)

RE: EMPLOYEE SELF-DIRECTED FUNDED LEAVE

The Employer and the Union agree that an Employee may request an Employee Self-Directed Funded Leave.


The Employee shall make the request in writing. Upon receiving a request, the parties will meet to discuss the request.

Approval or denial of such request shall be at the sole discretion of the Employer, based on operational requirements.

ON BEHALF OF CAPITALCARE

ON BEHALF OF THE HEALTH SCIENCES
ASSOCIATION OF ALBERTA





DATE: September 27, 2023

DATE: September 26, 2023

LETTER OF UNDERSTANDING #5

between

CapitalCare

(hereinafter referred to as the Employer)

-and-

HEALTH SCIENCES ASSOCIATION OF ALBERTA

(hereinafter referred to as the Union)

RE: ALTERNATE WORK SCHEDULES

The parties agree that in some circumstances, where resident care requirements are primary considerations and Employee flexibility is needed, Alternate Work Schedules can be beneficial for all parties.

In the event that an Employee desires to request a change in their scheduled hours of work on an ongoing basis, the Employee will make the request in writing and the Union shall be notified. The Employer will review the request and respond in writing within four (4) weeks from the time of receipt of the Employee's written request.

Where it is operationally feasible for the Employer to agree to this modification of work schedule or hours, the Employer and the Union will meet to discuss the process of implementation and any other processes to be used to address the issues.

Any changes requested must be cost neutral.

Alternate Work Schedules will be reviewed periodically by the parties. Written notification of four (4) weeks will be required by either party to terminate the Alternate Work Schedule.


ON BEHALF OF CAPITALCARE



DATE:

September 27, 2023

ON BEHALF OF THE HEALTH SCIENCES
ASSOCIATION OF ALBERTA



DATE:

September 26, 2023

LETTER OF UNDERSTANDING #6

between

CapitalCare

(hereinafter referred to as the Employer)

-and-

HEALTH SCIENCES ASSOCIATION OF ALBERTA

(hereinafter referred to as the Union)

RE: REGULATORY PRACTICE REVIEW PROCEDURE

WHEREAS the parties recognize that the technical and professional paramedical professions are required to practice within their regulatory standards of practice;

AND WHEREAS the parties agree that resident safety is best achieved when there is a process that allows technical and professional paramedical staff to bring forward concerns related to practice issues that may contravene their regulatory standards of practice.

The parties therefore agree as follows:

Discussion

In the event an Employee in a regulated profession is directed to perform duties which may contravene their regulated standards of practice, an Employee shall first discuss the issue with their immediate Supervisor.

Documentation

If the issue is not resolved following discussions with the Supervisor, the Employee shall provide documentation detailing how the issue may contravene their standards of practice to the Director of the Department or designate.

Consultation

Based on a review of the documentation, the parties may consult with the applicable College regarding the issue.

Following a review of the documentation and the consultation, the Director of the Department or designate will communicate the outcome to the Employee.

Evaluation

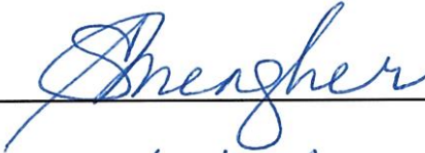
The parties will meet no later than one (1) year following the date of ratification of the Collective Agreement to discuss the operation of this Letter of Understanding and to assess potential modifications. The parties may jointly recommend amendments to the Letter of Understanding to their respective principals as a result of these discussions.


Expiry

This Letter of Understanding will expire March 31, 2024, or upon the date of ratification of the next Collective Agreement, whichever is later.

ON BEHALF OF CAPITALCARE

ON BEHALF OF THE HEALTH SCIENCES
ASSOCIATION OF ALBERTA





DATE: September 27, 2023

DATE: September 26, 2023

LETTER OF UNDERSTANDING #7

BETWEEN

CapitalCare

(hereinafter referred to as the Employer)

-and-

HEALTH SCIENCES ASSOCIATION OF ALBERTA

(hereinafter referred to as the Union)

RE: ENHANCED BENEFIT SPENDING ACCOUNT (EBSA)

Eligibility

The EBSA applies to a Regular Employee who is eligible for benefits with the Employer on July 1 in accordance with Article 25.07(a)(i) and (ii). On June 1, a Regular Employee in a benefit eligible position shall be entitled to the EBSA based on the calculation section listed below.

A Regular Employee who is employed in more than one (1) position within the bargaining unit with the Employer will receive one (1) EBSA based upon the combined total of their Regular Full-Time equivalencies (FTE's).

The EBSA year is from July 1 of one year to June 30 of the next year. The amount a Regular Employee is entitled to is based on their Full-Time Equivalency (FTE) as of June 1 of the EBSA year.

Calculation

The EBSA will be calculated as follows:

- (a) One thousand two hundred and fifty dollars (\$1250.00) to be allocated to each eligible Regular Employee, plus;
- (b) One thousand five hundred dollars (\$1,500.00) prorated for each eligible Regular Employee based on their FTE as of June 1st of each EBSA year.

Allocation

By June 1 of each EBSA year, Employees who are eligible for the EBSA will make an allocation for utilization of their EBSA for the subsequent EBSA year. These allocations will apply for the entire EBSA year and cannot be changed during the year.

Only submissions for expenses incurred during the EBSA year the submission is being made shall be paid, with the exception of licensing fees, which allows for the claim of the unclaimed licensing fees from the year previous to the present EBSA year.

Utilization

This allocation may be used for the following eligible expenses during the entitlement year:

Professional Development on Behalf of the Eligible Employee

- Time off, as approved by the Employer, without loss of pay to attend a course relevant to the Employee's job duties. Deductions to the EBSA for time off will be based on the number of hours missed due to course attendance multiplied by the Employee's Basic Rate of Pay at the time the course is taken.
- Reimbursement for the cost of professional licensing fees and additional insurance fees required as a condition of employment or practice.
- Reimbursement of tuition costs or course registration fees for approved courses that are related to an Employee's discipline.
- Reimbursement of travel costs associated with course attendance.
- Reimbursement for purchase of professional journals, books or publications.
- Computer software or hardware.

Health and Dental Expenses

- Reimbursement for health and dental expenses that are eligible medical expenses in accordance with the *Income Tax Act* and are not covered in whole by the benefit plans specified in Article 25.01 (b), (v) and (vi) of the Collective Agreement.

Enhanced Benefits

- Contribution to a Group Registered Retirement Savings Plan made available by the Employer or a Tax-Free Savings Account (TFSA).
- Wellness expenses on behalf of the Employee only, which may include fitness centre memberships, instructed fitness classes, sports club fees, and fitness/sports instruction, home fitness equipment, weight management program (excluding food or supplements), and alternative healing

treatments/therapies which are not covered by the Extended Health Benefits or the Health portion of the EBSA.

- Family care including day care and elder care.
- Alternate transportation including transit passes and tickets.

Any unused allocation in an Employee's EBSA as of June 30 of each EBSA year may be carried forward for a maximum of one (1) EBSA year only, providing the Employee remains in an eligible position. Unused allocations at the end of the carry-forward period are forfeited.

The claims for purchases made within any given EBSA year must be received by the carrier no later than one (1) calendar month following the end of the EBSA year. EBSA in subsequent years will be based on the FTE a Regular Employee holds on June 1 of each succeeding year.

Employees who are laid off after July 1 of the EBSA year in which the funds are available to Employees shall maintain access to the fund for the balance of that EBSA year. Employees who are on an approved leave of absence after July 1 of the EBSA year in which the funds are available to Employees shall maintain access to the fund for the balance of that EBSA year.

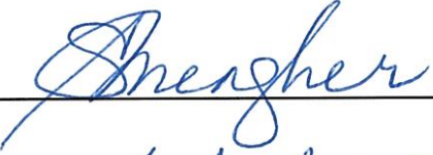
Reimbursement will be provided by the Employer upon submission of an original receipt from the appropriate organization that has provided the service to the Regular Employee. Receipts for professional licensing, medical expenses, tuition costs, or registration fees should indicate the purpose of the payment, the person for whom the payment was made, and the name of the person/organization that provided the service.

A Regular Employee who terminates employment voluntarily with this Employer and who, within three (3) months of termination, commences employment within the bargaining unit with this Employer shall have their EBSA maintained from where it was when they left the employ of this Employer.

Time off requested by a Regular Employee for professional development shall be in accordance with the provisions of Article 33 (Leaves of Absence).


The EBSA shall be implemented and administered in accordance with the *Income Tax Act* and applicable regulations in effect at the time of implementation of the EBSA.

ON BEHALF OF CAPITALCARE



DATE: September 27, 2023

ON BEHALF OF THE HEALTH SCIENCES
ASSOCIATION OF ALBERTA



DATE: September 26, 2023

LETTER OF UNDERSTANDING #8

between

CapitalCare

(hereinafter referred to as the Employer)

-and-

HEALTH SCIENCES ASSOCIATION OF ALBERTA

(hereinafter referred to as the Union)

RE: ARTICLE 25: EMPLOYEE BENEFITS PLAN

The parties agree that the Employer will continue to provide the following paramedical practitioner/extended health coverage within the Alberta Blue Cross supplementary health benefits plan or equivalent referred to in Sub-Clause 25.01 (b):

- (a) Reimbursement of up to fifty dollars (\$50) per visit, to a maximum of one thousand dollars (\$1000) per practitioner classification each benefit year as listed below:
 - Chiropractor
 - Physiotherapist
 - Massage therapist
 - Osteopath
 - Chiropodist or Podiatrist
 - Speech language pathologist
- (b) Coverage for Chartered Psychologist/Master of Social Work/Addictions Counsellor will not have maximum number of visits or cost per visit but will include coverage for a combined maximum of three thousand dollars (\$3000) per participant per benefit year.
- (c) Diabetic Supplies
 - 100% coverage for diabetic supplies, on a direct billing basis where possible
 - 100% coverage for an insulin pump, on a direct billing basis where possible
 - Supplies must be purchased on the written orders of a Health Care Professional
- (d) Orthotics
 - Coverage for foot orthotics to a maximum of \$200 per person each benefit year for custom made foot orthotics on the written order of a Health Care Professional. Orthotics solely intended for sports use are not covered.

(e) CPAP

- one hundred percent (100%) direct payment for respiratory equipment (including CPAP machines and supplies).

ON BEHALF OF CAPITALCARE



DATE: September 27, 2023

ON BEHALF OF THE HEALTH SCIENCES
ASSOCIATION OF ALBERTA



DATE: September 26, 2023

LETTER OF UNDERSTANDING #9

between

Capital Care

(hereinafter referred to as the Employer)

-and-

HEALTH SCIENCES ASSOCIATION OF ALBERTA

(hereinafter referred to as the Union)


RE: DUTY TO ACCOMMODATE

WHEREAS the Parties agree in order to facilitate the multi-party duty to accommodate, and in accordance with the Employer's Policy, the Parties agree as follows:

1. The Parties acknowledge they share the responsibility for the duty to accommodate Employees up to the point of undue hardship. The parties also acknowledge that working together to ensure Employees are accommodated in a manner that respects all legal requirements and provides meaningful work while promoting a culture of inclusiveness is of particular importance.
2. The Employer shall contact the Union within ten (10) working days, after an Employee submits a written request for accommodation. The parties will then meet with the Employee without undue delay to develop a plan. The Union may be present if requested by either party.
3. All Parties involved will respect the right to privacy of the Employee seeking the accommodation, communicating only information that is pertinent to the accommodation process to those involved in the accommodation.

This Letter of Understanding will expire March 31, 2024, or upon the date of ratification of the next Collective Agreement, whichever is later.

ON BEHALF OF CAPITALCARE



DATE: September 27, 2023

ON BEHALF OF THE HEALTH SCIENCES
ASSOCIATION OF ALBERTA



DATE: September 26, 2023

LETTER OF UNDERSTANDING #10

BETWEEN

CapitalCare

(hereinafter referred to as the Employer)

-and-

HEALTH SCIENCES ASSOCIATION OF ALBERTA

(hereinafter referred to as the Union)

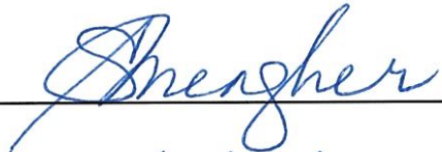
RE: COACHING PLANS


The parties agree to meet periodically throughout the life of the collective agreement to review the application of its coaching practices with Employees.

The fundamental purpose of such meeting is to further ensure that coaching plans remain non-disciplinary in nature.

ON BEHALF OF CAPITALCARE

ON BEHALF OF THE HEALTH SCIENCES
ASSOCIATION OF ALBERTA





DATE: September 27, 2023

DATE: September 26, 2023

LETTER OF UNDERSTANDING #11

BETWEEN

CapitalCare
(hereinafter referred to as the Employer)

-and-

HEALTH SCIENCES ASSOCIATION OF ALBERTA
(hereinafter referred to as the Union)

RE: JOINT COMMITTEE

The Parties recognize the value of joint discussions on issues of mutual concern.

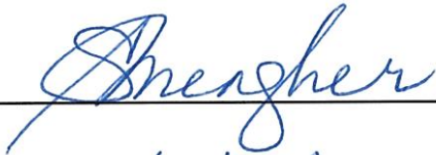
Where it is the intent of the Parties to create a Joint Capital Care/HSAA forum for this purpose, the Parties agree as follows:

1. The Joint Committee will be comprised of Employer and Union representatives.
2. The Parties may meet quarterly, or as otherwise mutually agreed.
3. The purpose of the Joint Committee will be to:
 - (a) exchange information;
 - (b) engage in discussions; and
 - (c) share information with their respective principals on matters discussed by the committee.
4. The Joint Committee shall establish Terms of Reference outlining the purpose of the Joint Committee, its key functions, committee membership, and the reporting relationships for each of the Parties. The Joint Committee shall determine the issues to be addressed.

This Letter of Understanding will expire March 31, 2024, or upon the date of ratification of the next Collective Agreement, whichever is later.

ON BEHALF OF CAPITALCARE

ON BEHALF OF THE HEALTH SCIENCES
ASSOCIATION OF ALBERTA





DATE: September 27, 2023

DATE: September 26, 2023

LETTER OF UNDERSTANDING #12

between

CapitalCare

(hereinafter referred to as the Employer)

-and-

HEALTH SCIENCES ASSOCIATION OF ALBERTA

(hereinafter referred to as the Union)

RE: BENEFITS ELIGIBLE CASUAL EMPLOYEES (BECE)

WHEREAS the Parties agree that more effective retention and recruitment strategies for Casual Employees are desirable to address replacement needs and that certain Casual Employees desire flexible employment options;

NOW THEREFORE the Parties agree as follows:

1. A BECE is a Casual Employee with a guaranteed FTE of at least zero point four (0.4) and no specified hours per shift or shifts per shift cycle. A BECE shall be eligible for sick leave pursuant to Article 23, prepaid health benefits pursuant to Article 25.01(a) and (b)(v) and (vi), and the pension plan pursuant to Article 26, as amended below. Unless otherwise specified below, the provisions for Casual Employees in Article 44 shall apply.
2. (a) BECE Implementation
 - (i) A Casual Employee may request to become a BECE of at least a zero point four (0.4) FTE.
 - (ii) An Employer may post a BECE. The posting shall indicate that the position is a BECE with a specified guaranteed FTE of at least zero point four (0.4) FTE.
 - (iii) Prior to implementing a BECE, the Employer will provide the parameters of required shift availability.
- (b) BECE Termination
 - (i) A BECE may revert to casual status by providing the Employer with twenty-eight (28) days written notice of their intention to revert to casual status; or

- (ii) The Employer may terminate these positions by providing twenty-eight (28) days written notice, in which case the BECE shall revert to casual status.

3. Scheduling of BECE Shifts

- (a) Except for the vacation period, the BECE will provide the Employer with their shift availability and shift choices, which exceed their guaranteed FTE, over a four (4) week period.
- (b) The Employer shall confirm assigned shifts with the BECE. The Employee shall be assigned shifts in accordance with the availability provided by the Employee.
- (c) Where possible, the Employer shall confirm the Employee's shifts (based on the Employee's stated availability) at least twenty-four (24) hours in advance. Such shifts shall be paid at the applicable rate of pay.
- (d) The Employer will not require an Employee to work shifts which provide less than fifteen (15) hours off between shifts.
- (e) Where an Employee works a shift(s) over and above their assigned FTE, Article 44.01 shall apply.

4. Sick leave will be accrued based upon the BECE's FTE.

- (a) Sick leave may be taken up to the BECE's FTE, for pre-booked shifts where the BECE cannot work due to illness or injury.
- (b) If, as a result of illness or injury, a BECE is unable to report for a shift that has not yet been pre-booked, the Employee shall be paid sick leave for that shift provided that they were unable to achieve the guaranteed FTE by the end of the four (4) week period.

5. Vacation pay and entitlement for BECE's shall be in accordance with the provisions of Article 44.08(B).

6. Named Holiday entitlement for BECE's shall be in accordance with the provisions of Article 44.09.

7. If a request for a BECE is denied, the Employer will provide to the Employee the rationale for the decision within twenty-eight (28) days.


This Letter of Understanding will expire March 31, 2024, or upon the date of ratification of the next Collective Agreement, whichever is later.

ON BEHALF OF CAPITALCARE



DATE: September 27, 2023

ON BEHALF OF THE HEALTH SCIENCES
ASSOCIATION OF ALBERTA



DATE: September 26, 2023

Health Sciences Association of Alberta and CapitalCare

SALARY APPENDIX

Classification	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9
Respiratory Therapist III									
April 1, 2020	\$40.69	\$41.96	\$43.27	\$44.80	\$46.26	\$47.79	\$49.34	\$50.93	\$52.73
October 1, 2021	\$41.10	\$42.38	\$43.70	\$45.25	\$46.72	\$48.27	\$49.83	\$51.44	\$53.26
September 1, 2022	\$41.61	\$42.91	\$44.25	\$45.82	\$47.30	\$48.87	\$50.45	\$52.08	\$53.93
April 1, 2023	\$42.44	\$43.77	\$45.14	\$46.74	\$48.25	\$49.85	\$51.46	\$53.12	\$55.01
Respiratory Therapist II									
April 1, 2020	\$39.27	\$40.51	\$41.79	\$43.18	\$44.53	\$45.96	\$47.46	\$48.95	\$50.64
October 1, 2021	\$39.66	\$40.92	\$42.21	\$43.61	\$44.98	\$46.42	\$47.93	\$49.44	\$51.15
September 1, 2022	\$40.16	\$41.43	\$42.74	\$44.16	\$45.54	\$47.00	\$48.53	\$50.06	\$51.79
April 1, 2023	\$40.96	\$42.26	\$43.59	\$45.04	\$46.45	\$47.94	\$49.50	\$51.06	\$52.83
Respiratory Therapist I									
April 1, 2020	\$36.81	\$37.91	\$39.13	\$40.31	\$41.61	\$42.92	\$44.29	\$45.70	\$47.30
October 1, 2021	\$37.18	\$38.29	\$39.52	\$40.71	\$42.03	\$43.35	\$44.73	\$46.16	\$47.77
September 1, 2022	\$37.64	\$38.77	\$40.01	\$41.22	\$42.56	\$43.89	\$45.29	\$46.74	\$48.37
April 1, 2023	\$38.39	\$39.55	\$40.81	\$42.04	\$43.41	\$44.77	\$46.20	\$47.67	\$49.34
Health Information Management Professional II									
April 1, 2020	\$33.98	\$35.19	\$36.46	\$37.74	\$39.08	\$40.48	\$41.91	\$43.25	\$44.75
October 1, 2021	\$34.32	\$35.54	\$36.82	\$38.12	\$39.47	\$40.88	\$42.33	\$43.68	\$45.20
September 1, 2022	\$34.75	\$35.98	\$37.28	\$38.60	\$39.96	\$41.39	\$42.86	\$44.23	\$45.77
April 1, 2023	\$35.45	\$36.70	\$38.03	\$39.37	\$40.76	\$42.22	\$43.72	\$45.11	\$46.69
Health Information Management Professional I									
Pharmacy Technician									
April 1, 2020	\$29.84	\$30.79	\$31.79	\$32.98	\$33.98	\$35.09	\$36.23	\$37.38	
October 1, 2021	\$30.14	\$31.10	\$32.11	\$33.31	\$34.32	\$35.44	\$36.59	\$37.75	
September 1, 2022	\$30.52	\$31.49	\$32.51	\$33.73	\$34.75	\$35.88	\$37.05	\$38.22	
April 1, 2023	\$31.13	\$32.12	\$33.16	\$34.40	\$35.45	\$36.60	\$37.79	\$38.98	
Pharmacist I									
April 1, 2020	\$52.44	\$53.44	\$54.29	\$55.11	\$56.31	\$57.24	\$58.26	\$59.36	\$60.29
October 1, 2021	\$52.96	\$53.97	\$54.83	\$55.66	\$56.87	\$57.81	\$58.84	\$59.95	\$60.89
September 1, 2022	\$53.62	\$54.64	\$55.52	\$56.36	\$57.58	\$58.53	\$59.58	\$60.70	\$61.65
April 1, 2023	\$54.69	\$55.73	\$56.63	\$57.49	\$58.73	\$59.70	\$60.77	\$61.91	\$62.88

Classification	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9
Dietitian I									
April 1, 2020	\$37.85	\$39.23	\$40.77	\$42.19	\$43.72	\$45.37	\$46.96	\$48.64	\$50.33
October 1, 2021	\$38.23	\$39.62	\$41.18	\$42.61	\$44.16	\$45.82	\$47.43	\$49.13	\$50.83
September 1, 2022	\$38.71	\$40.12	\$41.69	\$43.14	\$44.71	\$46.39	\$48.02	\$49.74	\$51.47
April 1, 2023	\$39.48	\$40.92	\$42.52	\$44.00	\$45.60	\$47.32	\$48.98	\$50.73	\$52.50
Occupational Therapist I									
Physiotherapist I									
April 1, 2020	\$37.30	\$38.60	\$40.06	\$41.54	\$43.05	\$44.68	\$46.33	\$47.96	\$49.65
October 1, 2021	\$37.67	\$38.99	\$40.46	\$41.96	\$43.48	\$45.13	\$46.79	\$48.44	\$50.15
September 1, 2022	\$38.14	\$39.48	\$40.97	\$42.48	\$44.02	\$45.69	\$47.37	\$49.05	\$50.78
April 1, 2023	\$38.90	\$40.27	\$41.79	\$43.33	\$44.90	\$46.60	\$48.32	\$50.03	\$51.80
Social Worker II									
April 1, 2020	\$36.96	\$38.23	\$39.68	\$41.12	\$42.65	\$44.21	\$45.90	\$47.50	\$49.15
October 1, 2021	\$37.33	\$38.61	\$40.08	\$41.53	\$43.08	\$44.65	\$46.36	\$47.98	\$49.64
September 1, 2022	\$37.80	\$39.09	\$40.58	\$42.05	\$43.62	\$45.21	\$46.94	\$48.58	\$50.26
April 1, 2023	\$38.56	\$39.87	\$41.39	\$42.89	\$44.49	\$46.11	\$47.88	\$49.55	\$51.27
Recreational Therapist I									
Music Therapist I									
April 1, 2020	\$35.81	\$37.13	\$38.48	\$39.96	\$41.43	\$42.92	\$44.52	\$46.05	\$47.67
October 1, 2021	\$36.17	\$37.50	\$38.86	\$40.36	\$41.84	\$43.35	\$44.97	\$46.51	\$48.15
September 1, 2022	\$36.62	\$37.97	\$39.35	\$40.86	\$42.36	\$43.89	\$45.53	\$47.09	\$48.75
April 1, 2023	\$37.35	\$38.73	\$40.14	\$41.68	\$43.21	\$44.77	\$46.44	\$48.03	\$49.73

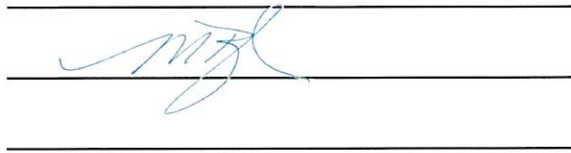
NOTE: 1% lump sum payment in recognition of services rendered during the COVID-19 pandemic, for all hours worked January 1, 2021 to December 31, 2021, to be paid on the pay period following ratification.

In witness whereof, the Parties have executed this Collective Agreement by affixing hereto the signatures of their proper officers in that behalf.

ON BEHALF OF CAPITAL CARE
GROUP INC.

ON BEHALF OF THE HEALTH
SCIENCES ASSOCIATION OF
ALBERTA





Date: September 27, 2023

Date: September 26, 2023