



# **COLLECTIVE AGREEMENT**

**BETWEEN**

**CAREWEST ADMINISTRATION**

**AND**

**THE ALBERTA UNION OF PROVINCIAL EMPLOYEES  
LOCAL 048**

**(On behalf of Employees in Clerical Services when  
employed at Southport)**

**EXPIRES OCTOBER 31, 2024**

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## **PREAMBLE**

Agreeing that the primary purpose of the Employer and its mission is to provide support to all its clients in maintaining their quality of life as they transition through their health care journey. As the public provider of continuing care specialized services in Calgary, our staff work together to partner with clients, families and the community to provide:

- Programs to enable community living;
- Rehabilitation services to enable return to the community, and;
- Residential and support care services for complex medical and mental health needs.

In working towards this mission, it is the intent and purpose of the Parties to:

- (a) ensure the provisions of the best possible service and care;
- (b) protect the interest of residents, Employees and the community;
- (c) act with the highest standards of integrity, accountability and honesty;
- (d) maintain harmonious relations between the Employer and the Union;
- (e) recognize the mutual value of joint discussions and negotiations in all matters of mutual concern to the Parties.

NOW THEREFORE, THE PARTIES HERETO AGREE AS FOLLOWS:

**ARTICLE 1**  
**TERM OF COLLECTIVE AGREEMENT**

- 1.01 Except where otherwise stated in this Collective Agreement, this Collective Agreement shall be in force and effect from and after the date of ratification and from year to year thereafter unless notice, in writing, is given by either Party to the other Party not less than sixty (60) calendar days nor more than one hundred and twenty (120) calendar days prior to the expiration of its desire to amend this Collective Agreement.
- 1.02 Where notice is served by either Party to commence collective bargaining, this Collective Agreement shall continue in full force and effect until a new Collective Agreement has been ratified by both Parties or until the requirements of the Alberta Labour Relations Code have been met.
- 1.03 Any notice required to be given in this Collective Agreement shall be deemed to have been sufficiently served if personally delivered or mailed in a prepaid registered envelope addressed in the case of the Employer to the Executive Director or designate of the Employer:

Chief Operating Officer  
Carewest  
Southport Tower  
10101 Southport Road SW  
Calgary AB T2W 3N2

and in the case of the Union to:

The President  
The Alberta Union of Provincial Employees  
10025 - 182 Street NW  
Edmonton AB T5S 0P7

**ARTICLE 2**  
**DEFINITIONS**

- 2.01 "Basic Rate of Pay" means the applicable step in the pay range of the Employee's classification as set out in Salaries Schedule.
- 2.02 "Continuous Service" means the period of employment commencing on the latest date of employment that is not interrupted by termination or dismissal.
- 2.03 An "Employee" means a person for whom the Union has been certified as Bargaining Agent, and whose employment is designated as:
- (a) "Regular Employee" means an Employee who works on a full-time or part-time basis on regularly scheduled shifts of continuing nature.

- (b) "Temporary Employee" means an Employee is one who is hired on a temporary basis for a full-time or part-time position.
  - (c) "Casual Employee" means a person who does not fill a position on the permanent schedule rotation, but is available for periodic and/or unscheduled hours and is ineligible for benefits.
  - (d) Except as specifically stated otherwise, the provisions of this Collective Agreement shall apply to Part-time Employees.
  - (e) Temporary and Casual Employees do not have a continuing employment relationship with the Employer. Temporary and Casual Employees are covered under specific terms and conditions of this Collective Agreement, but are not eligible for all the entitlements of Regular Employees.
- 2.04 "Employer" means Carewest.
- 2.05 "Shift" means a daily tour of duty exclusive of overtime hours.
- 2.06 "Union" means the Alberta Union of Provincial Employees (AUPE). In the event of a change of name of the aforementioned Union, the subsequent name and local shall be recognized.
- 2.07 "Union Representative" means a representative from the Union authorized to act on behalf of an Employee.
- 2.08 The provisions of this Collective Agreement are intended to be gender neutral and gender inclusive. A word used in the singular shall be deemed to indicate the plural, and vice versa.

**ARTICLE 3**  
**APPLICATIONS AND CHANGE IN COLLECTIVE AGREEMENT**

- 3.01 Any changes deemed necessary in this Collective Agreement may be made in writing by mutual agreement between the Parties at any time during the existence of this Collective Agreement and shall form part of this Collective Agreement.

**ARTICLE 4**  
**UNION RECOGNITION**

- 4.01 The Employer recognizes the Union as the sole Bargaining Agent for the Employees covered by this Collective Agreement as described in the

Certificate number C1940-2021 of the Labour Relations Board issued pursuant to the Labour Relations Code and amendments thereto.

4.02 Except when this Collective Agreement provides for mutual agreement between Employee and Employer, no Employee shall be required or permitted to make any written or verbal agreement which may be in conflict with the terms of this Collective Agreement.

4.03 Each Party will designate a person or persons and all correspondence between the Parties arising out of this Collective Agreement or incidental thereto shall pass to and from such designated persons.

## **ARTICLE 5**

### **UNION MEMBERSHIP AND DUES DEDUCTION**

5.01 Employees shall be permitted to wear a lapel pin representative of their Union during all hours of employment provided that the pin is not offensive to the Employer.

5.02 (a) Consistent with the payroll system of the Employer, the Union will advise the Employer of the monthly amount of its membership dues. An amount equal to said membership dues will be deducted from each Employee at the prescribed rate and remitted to the Union not later than the fifteenth (15th) of the month following.

(b) The Employer shall provide to the Union monthly, a listing of Employees specifying the following:

- (i) the Employee's name;
- (ii) personal telephone number;
- (iii) home mailing address;
- (iv) Employee number;
- (v) starting date;
- (vi) classification;
- (vii) hourly rate of pay;
- (viii) status (Regular Full-time, Regular Part-time, Temporary, Casual);
- (ix) seniority;
- (x) department;
- (xi) site;
- (xii) dues deducted;
- (xiii) gross earnings;

- (xiv) Employees on long term absence status where applicable. Long term absence shall mean any absence in excess of six (6) months.
  - (c) Where possible, an electronic copy of the listing(s) specified in (a) and (b) above, shall be supplied to the Union, upon request.
- 5.03 Where the Employer's management information system permits and where the Employer agrees, the remittance of Union dues shall be by direct deposit to the Union's bank account.
- 5.04 The dues structure of the Union shall be on a percentage basis and the Union shall give not less than sixty (60) days' notice of any change in the rate at which dues are to be deducted. Any change in the amount of deduction shall be implemented by the Employer at the next possible pay period following expiry of the notice period.
- 5.05 The chapter chairpersons will be supplied with an annual orientation calendar with the appropriate Employer contact to enquire about new Employees at the orientation days and one (1) Union Representative shall have the right to make a presentation, without loss of pay, of up to thirty (30) minutes at the orientation of new Employees with respect to the structure of the Local, as well as the rights, responsibilities and benefits under the Collective Agreement; provided, that a Representative of the Employer may be present for such presentation.

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

- 6.01 The Employer reserves the right to exercise the regular and customary functions of management, and to retain those residual rights of management not specifically limited by the expressed terms of this Agreement, including but not limited to the right to:
- (a) Maintain order, discipline, efficiency, and to make, alter and enforce from time to time, rules, policies and regulations to be observed by Employees, which are not in conflict with any provision of this Collective Agreement;
  - (b) Introduce new or improved processes and procedures;
  - (c) Direct the work force and to create new positions, classifications or work units, and to determine the number of Employees, if any, needed in any position, determine job content and shift times and rotations and to determine whether a position will be continued or declared redundant;
  - (d) Determine the nature and type of services to be provided by the Employer and the methods to provide those services;



- (e) Be the sole judge of ability, competency and qualifications of any Employee to perform any and all functions required;
  - (f) Hire, promote, classify, transfer, layoff and recall Employees; and
  - (g) Demote, discipline, suspend or discharge Employees.
- 6.02 Failure to exercise any of its management rights at any time shall not be considered to be an abandonment of such rights.

**ARTICLE 7**  
**SAFE AND RESPECTFUL WORKPLACE – NO DISCRIMINATION**

- 7.01 There shall be no discrimination, restriction or coercion exercised or practiced in respect of any Employee by either Party by reason of race, religious beliefs, colour, gender, gender identity, gender expression, physical disability, mental disability, age, ancestry, place of origin, marital status, source of income, family status, or sexual orientation nor by reason of membership or non-membership or activity in the Union nor in respect of an Employee's or Employer's exercising any right conferred under this Agreement or any law of Canada or Alberta.
- 7.02 The Employer, Union, and Employees are committed to having a safe and respectful workplace where discrimination and harassment are not tolerated.
- 7.03 The Employer shall maintain current policies to ensure a safe and respectful workplace environment where everyone has the right to be treated with dignity and respect and free from discrimination and harassment.
- 7.04 Pursuant to the Employer's Safe and Respectful Environment policy the complainant, respondent and relevant stakeholders will be advised of the outcome of a formal investigation.
- 7.05 For the purpose of this Agreement, harassment is defined as inappropriate, unwelcome, intimidating, or coercive behaviors that adversely affects health, security, working conditions, prospects for promotion or compensation of a person. Harassment includes, but is not limited to, bullying and sexual harassment.
- 7.06 An Employee who has a complaint of discrimination or harassment has a responsibility to document the incident and advise the Respondent that their actions are unwanted and improper. If the Employee is uncomfortable or feels intimidated about confronting the Respondent, the Employee shall contact their immediate supervisor, the Department Head, Human Resources or Union Representative for assistance.

- 7.07 If an Employee submits a complaint of discrimination or harassment the Employer shall conduct an investigation in accordance with the Employer's Safe and Respectful Environment policy and Employees are required to cooperate with the investigation. All complaints will be dealt with promptly and in a confidential manner, Investigations will be concluded within ninety (90) days from the date the complaint was submitted to the Employer unless circumstances warrant an extension which the Union will not unreasonably deny.
- 7.08 If the investigation determines that discrimination or harassment has occurred, the Employer may address the matter through a restorative process or impose disciplinary action, up to and including discharge.
- 7.09 The Employer will not tolerate any form of retaliation against an Employee who, in good faith, makes a complaint of discrimination or harassment.

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

- 8.01 The Parties to this Collective Agreement will co-operate to the fullest extent in the matter of occupational health, safety and accident prevention, and the Employer agrees to provide safety equipment when required and to install devices where necessary.
- 8.02 There will be a Carewest Occupational Health and Safety Committee at the worksite. The Union will have the right to designate two (2) members of the Bargaining Unit as members of this Committee. This Committee may include representatives from other Employee groups. The number of Employer representatives on the Committee shall not exceed the number of representatives from the Union and other Employee groups.
- 8.03 The Basic Rate of Pay will be paid to such Employee for time spent in attendance at a meeting of this Committee. An Employee when not scheduled to work shall be paid at the basic hourly rate of pay for a minimum of two (2) hours or the length of the meeting whichever is greater.
- 8.04 The Committee shall meet once a month at a mutually acceptable hour and date. Either Co-chair may call a special meeting of this Committee to deal with urgent matters. The terms of reference of the Committee will determine the procedure for dealing with such matters.
- 8.05 The Chairperson of the Committee will be determined in accordance with its terms of reference.
- 8.06 The Employer will co-operate with the Committee by providing all available health and safety information including but not limited to:
- (a) materials and equipment necessary to carry out its functions in accordance with its terms of reference;

- (b) data pertaining to workplace health and safety conditions;
- (c) access to information pertaining to accidents, incidents or occupational diseases that occur at the work site.

8.07 The Committee shall assist the Employer:

- (a) by identifying situations which may be unhealthy or unsafe in respect of the work site, including working alone as defined by legislation, and make appropriate recommendations;
- (b) in the development and promotion of measures to protect the safety and health of Employees in the work site and to check the effectiveness of such measures.

8.08 The Health and Safety Committee shall also consider measures necessary to ensure 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 not taken towards implementation within thirty (30) days from the date the recommendation is made, the Health and Safety Committee may request and shall have the right to have their recommendations presented to the Senior Administrator. A written reply will be given within fourteen (14) days of the presentation by the Committee.

8.09 An Employee's rights shall be respected in accordance with *The Occupational Health and Safety Act*.

8.10 The Employer shall not unreasonably deny committee members access to the workplace to conduct safety inspections, including monitoring.

- 8.11
- (a) The Employer shall have a Safe and Respectful Environment policy and working alone policies and procedures to support a working alone safety plan which adheres to Occupational Health and Safety Legislation. These policies shall be reviewed annually by the Occupational Health and Safety Committee.
  - (b) The Union and the Employer recognize the right of the Employees to work in a safe and secure environment and support a policy of addressing 'working alone' in the workplace. The Employer shall have a Safe Working Alone Policy available to all Employees. Should the Employer change, modify or remove the policy, the Union will be notified of any such change.
  - (c) The Union and the Employer recognize the right of Employees to work in an environment free from emotional, mental and verbal abuse and all forms of discrimination, and support a policy of that sets the overall expectations that harassment and violence are not tolerated in the work environment.
  - (d) Personal health information of Employees shall be kept confidential. The Employer will retain health information separately and access shall be given only to those persons responsible for occupational

health who are directly involved, subject to the representation at any grievance arbitration or other dispute mechanism under this Collective Agreement, pertinent privacy legislation, and the Human Rights Act, the Labour Relations Code, or other applicable statutes.

**ARTICLE 9**  
**BULLETIN BOARDS**

- 9.01 The Employer shall provide Bulletin Board space in a location accessible to all Employees in the Bargaining Unit and upon which the Union shall have the right to post notice of meetings and such other notices as may be of interest to Employees. It is not the intention of the Union to post anything objectionable to the Employer.

**ARTICLE 10**  
**UNION STEWARDS**

- 10.01 The Employer agrees to recognize Employees who are elected or appointed as Union Stewards. A Union Steward may, at the request of an Employee, accompany or represent the Employee in the processing of a grievance with management. When it becomes necessary for a Union Steward to leave the job for this purpose the Union Steward will request time off from their immediate Supervisor who is not within scope of this Collective Agreement providing the Supervisor with as much advance notice as possible. Arrangements will be made by the Supervisor to permit the Union Steward to leave the job for this purpose with no loss of regular earnings, as soon as reasonably possible. Such time off shall be granted only upon the approval of the Supervisor or authorized alternate, such approval shall not be unreasonably withheld.
- 10.02 The Local agrees that the Union Stewards and Employees shall not enter into discussions concerning Union business during working time. The Union reserves the right to appoint a Union Steward to represent a work area that has no Union Stewards.
- 10.03 A list of Union Stewards shall be supplied by the Union to the Human Resources Office which shall be advised in writing of any change in this list.
- 10.04 The Local shall have the right at any time to the assistance of Union Staff Members when dealing or negotiating with the Employer and when processing a grievance. Such Representatives shall approach Members at work only when engaged in such activities and provided they and the Employee have received the approval of the Human Resources Office or

Site Director who is not within the scope of the Collective Agreement. Such approval shall not be unreasonably denied.

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

### **11.01 Definition of a Grievance**

A grievance shall be defined as any difference arising out of interpretation, application, administration or alleged violation of this Collective Agreement.

### **11.02 Settling of Disputes and Grievances**

Every effort should be made to resolve problems at the worksite level prior to going to written grievance. The Parties agree to share information relevant to the dispute with one another on a without prejudice basis and to engage in meaningful discussion.

- (a) An Employee or the Local Union shall have the right at any time to have the assistance of an AUPE Representative.
- (b) At all levels of the grievance procedure:
  - (i) a sincere attempt shall be made by both Parties to this Collective Agreement to resolve problems in the workplace through discussion.
  - (ii) a meeting may be arranged to discuss the problem and exchange information.

#### **Informal Discussion**

An Employee who believes that they have a problem arising out of the interpretation, application or alleged violation of this Collective Agreement shall first discuss the matter with the Employee's immediate Manager within ten (10) business days of when they first became aware of, or reasonably should have become aware of, the occurrence. "Immediate Manager" means that person from whom an Employee normally receives their work assignments. The Employee shall have the right to be accompanied by a Union Steward or Union Representative while discussing the matter with their immediate Manager. The immediate Manager shall advise the Employee of their decision within ten (10) business days of the date the matter was first discussed.

#### **Step I (Site Director or Designate)**

If the grievance is not resolved, through informal discussion, the grievance may, within ten (10) business days of the decision of the immediate Manager, be forwarded in writing by the Union and the Employee concerned, to the Employee's Site Director or designate, specifying the nature of the grievance and the redress sought. The Site Director or

designate shall arrange for a grievance hearing, if required, and then render a decision in writing to the Union within ten (10) days of the receipt of the grievance or the hearing.

**Step II (Chief Operating Officer or Designate)**

If the grievance is not resolved under Step I above, the Union may, within ten (10) business days of receipt of the written decision of the Site Director or designate, submit the grievance in writing to the Chief Operating Officer or Designate, who shall arrange for a grievance hearing, if required, render a decision in writing to the Union within ten (10) business days of receipt of the grievance or the hearing date.

**Step III (Arbitration)**

- (a) If the grievance is not resolved under Step II above, the Union may within thirty (30) business days of receipt of the written decision of the Chief Operating Officer or designate at Step II above, notify the Employer in writing of its intention to submit the grievance to arbitration. The Employer and the Union will agree to the Arbitrator.
- (b) The Arbitrator shall hear and determine the difference and shall issue an award in writing, and the decision is final and binding upon the Parties and upon the Employee(s) affected by it.
- (c) Each Party to the difference shall bear the expense of the Arbitrator
- (d) The Arbitrator by its decision shall not alter, amend or change the provisions of this Collective Agreement.

11.03

**Time Limits**

- (a) The time limits specified throughout the steps of the grievance procedure may be extended by mutual consent in writing between the Union and the Employer.
- (b) Should the Employee or the Union fail to comply with any time limit in the grievance procedure, the grievance will be considered abandoned. Should the Employer fail to comply with any time limits in the grievance procedure, the grievance shall automatically move to the next step on the day following the expiry of the particular time limit.

11.04

**Policy Grievance**

Either Party may file a policy grievance in appropriate circumstances. A policy grievance shall not be brought with respect to matters capable of being filed as individual grievances or in respect to remedies or relief that effect individual employees. A policy grievance shall be initiated in writing at Step Two of the Grievance Procedure no later than ten (10) business days of the occurrence of the incident giving rise to the grievance.

11.05

The Employer shall have the right to file a grievance with the Union. The grievance shall be filed, in writing, with the Union no later than ten (10)

business days of the occurrence of the incident giving rise to the grievance. A meeting shall be held between the Parties within ten (10) business days of filing the grievance. The Union shall reply within ten (10) business days of the grievance meeting. If the grievance is not satisfactorily resolved, the grievance may be referred to Step Three of the Grievance Procedure.

11.06 Should the Employee or the Union fail to comply with any of the time limits specified in this Article, the grievance shall be considered to be abandoned unless the Parties have mutually agreed, in writing, to extend the time limits, prior to the expiration of the time limits. The time limits specified shall not include Saturdays, Sundays and named holidays.

11.07 **Dismissal or Suspension Grievance**

In the event an Employee alleges dismissal or suspension without just cause, the Employee's grievance may commence at Step I, within ten (10) business days of the occurrence.

11.08 **Facilities for Grievances**

The Employer shall supply the necessary facilities for joint grievance meetings.

11.09 **Unique Circumstances**

(a) Grievances affecting services/programs other than the Employee's service/program (i.e. transfers and promotions), will be commenced with the Site Director of the affected site.

(b) In the event that any management Officers as named in the grievance steps are one and the same, the subsequent Step will be deemed to have been complied with.

**ARTICLE 12**  
**PROBATIONARY PERIOD**

12.01 The probationary period for all newly hired employees will be three (3) months or 503.75 hours, with extensions at the discretion of the Employer.

12.02 The Supervisor will meet with the Probationary Employee prior to the expiration of the probationary period for a review of the Employee's performance.

12.03 The Supervisor will provide notification in writing whether the probationary period has been successfully completed or if their probation is being extended.

12.04 The Employer may terminate the employment of a Probationary Employee for any reason, at any time, without notice or pay in lieu of notice (except as may be required by law) if the Probationary Employee is deemed by the Employer to be unsuitable for permanent employment. The Probationary Employee shall not have

recourse to the Grievance Procedure set out in this Collective with respect to such termination.

**ARTICLE 13**  
**SALARIES**

**OVERPAYMENT**

- 13.01 Should the Employer issue an Employee an overpayment of wages and/or entitlements, then the Employer may make the necessary monetary or entitlement adjustments and take such internal administrative action as is necessary to correct such errors. The Employer shall notify the Employee in writing that an overpayment has been made and discuss repayment options. By mutual agreement between the Employer and the Employee, repayment arrangements shall be made. In the event mutual agreement cannot be reached, the Employer shall recover the overpayment by deducting up to ten percent (10%) of the Employee's gross earnings per pay period.
- 13.02 In the event that an Employee leaving the service of the Employer owes the Employer money as outlined in 14.04, the Employer shall deduct the total amount of money owed by the Employee from salary the Employee is due from unused vacation credits.

**UNDERPAYMENT**

- 13.03 Should the Employer issue an Employee an underpayment of wages and/or entitlements, then the Employer shall make the necessary monetary or entitlement adjustments within fifteen (15) business\_days and take such internal administrative action as is necessary to correct such errors. The Employer shall notify the Employee that an underpayment has been made and discuss payment options.

**ARTICLE 14**  
**PAYDAYS**

- 14.01 Paydays will be established by the Employer no less frequently than bi-weekly.

**ARTICLE 15**  
**HOURS OF WORK**

- 15.01 **Full-Time Regular Work Hours**
- (a) Except as otherwise provided for in this Article, the regular working day is seven point seven five (7.75) consecutive hours, exclusive of



the meal period. The regular working week is up to thirty-eight point seven five (38.75) hours per week. However, hours of work may vary on a daily basis to meet operational requirements.

- (b) This provision is not to be interpreted as a weekly or daily guarantee of hours and/or of days of work.
- (c) Part-time and Casual Employees may be scheduled to work different daily or weekly hours than full-time Employees, but will be granted breaks consistent with their work group.

15.02 **Rest Period**

All Employees shall be permitted one (1) rest period of fifteen (15) minutes during each period of three point eight seven five (3.875) hours of work, the time of which shall be scheduled by the Employer. Rest periods will not be scheduled in conjunction with meal periods, starting times, quitting times, or taken together except by mutual agreement of the Employee and the Employer.

15.03 **Posting of Shift Schedules**

Shift schedules shall be posted not less than twenty-eight (28) calendar days in advance. When a change is made in the Regular Employee's scheduled work days the Employee shall be informed and the change shall be recorded on the shift schedule. When such change is made with less than seven (7) calendar days' notice, the Regular Employee shall be paid at one point five times (1.5X) the Basic Rate of Pay for all hours worked on the first (1<sup>st</sup>) shift of the changed schedule.

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

15.05 **Part-Time Employees**

- (a) Hours of work for Regular Part-time Employees shall be:
  - (i) up to seven point seven five (7.75) hours in any one (1) day, exclusive of meal periods;
- (b) Regular Part-time Employees who wish to be considered for additional hours of work to meet temporary operational requirements shall advise their immediate supervisor, in writing, as to the extent of

their availability. Such additional hours of work shall be distributed as equally as possible among the available Regular Part-time Employees who have requested additional hours of work.

- (c) The Basic Rate of Pay will prevail for additional hours of work assigned to a Regular Part-time Employee beyond the Employee's scheduled hours provided:
  - (i) the Employee accepts the assignment;
  - (ii) the hours worked do not exceed seven point seven five (7.75) hours per day; and
  - (iii) the hours worked do not exceed seventy-seven point five zero (77.50) hours over a period of fourteen (14) calendar days.

When a Regular Part-time Employee accepts additional hours as per the preceding conditions the Employee's schedule shall not be considered to have been changed and therefore Article 15.03 does not apply.

15.06 All employees who wish to work additional shift(s), must submit their availability to the Employer.

## **ARTICLE 16** **OVERTIME**

### **16.01 Overtime**

- (a) The Employer shall determine when overtime is necessary and for what period of time it is required.
- (b) The Employee shall obtain the written approval from their supervisor prior to working overtime.
- (c) Overtime will be paid at the two times 2x the applicable Basic Rate of Pay for all authorized hours of work in excess of seven point seven five (7.75) hours per day, continuous with, before or after the assigned hours, or in excess of thirty-eight point seven five (38.75) hours in a work week.

### **16.02 Full-Time Employees**

Full-time Employees required to work by the Employer on their scheduled days off shall be paid at two times 2x the applicable Basic Rate of Pay on each such day.

- 16.03 (a) A Full-time Employee may request time off in lieu of overtime worked to be taken in conjunction with the Full-time Employee's annual vacation by mutual agreement.
- (b) In the event mutual agreement between the Full-time Employee and the Employer is not reached, time off in lieu of overtime may be taken at another mutually agreeable time within three (3) months of the pay period in which the overtime was worked.
- (c) Time off in lieu of overtime shall be the equivalent of the actual time worked adjusted by the applicable overtime rate.
- (d) Failing mutual agreement under (a) or (b) above, the Employer shall effect payment of overtime pay at the applicable overtime rate.

16.04 Where a Full-time Employee works overtime on a Named Holiday in accordance with Article 20, Named Holiday pay as outlined in Article 20.04 shall not apply for overtime hours worked. Overtime worked on a Named Holiday shall be paid as follows:

- (a) for all overtime hours worked on a Named Holiday at two times 2x the applicable Basic Rate of Pay.

16.05 **Part-Time Employees**

Subject to the operational requirements of the Employer, overtime shall be shared as equitably as possible amongst Part-time Employees who perform the work involved and who have indicated their availability, in writing, to their supervisor or designate.

16.06 Where a Part-time Employee works overtime on a Named Holiday in accordance with Article 20, Named Holiday pay as outlined in Article 20.04 shall not apply for overtime hours worked. Overtime worked on a Named Holiday shall be paid as follows:

- (a) for all overtime hours worked on a Named Holiday at two times 2x the applicable Basic Rate of Pay.

16.07 Where mutually agreed by the Employer and the Regular Part-time Employee, the Regular Employee may receive time off in lieu of overtime. Such time off shall be equivalent to the actual time worked adjusted by the applicable overtime rate and taken at a time mutually agreed by the Employer and Regular Employee. Failing mutual agreement, the Employer shall effect payment of overtime pay at the applicable overtime rate.

**ARTICLE 17**  
**PYRAMIDING**

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

**ARTICLE 18**  
**TRANSPORTATION ALLOWANCE**

18.01 **All Employees**

Employees required to undertake authorized travel for business purposes will be compensated pursuant to the Employer's Travel & Expense policy.

**ARTICLE 19**  
**ANNUAL VACATION**

- 19.01 (a) Regular Employees shall be granted the vacation period preferred by them at such time as may be mutually agreed upon by the Employer and the Regular Employee.
- (i) The Employer shall post a vacation schedule planner at the work site in January of each calendar year for vacations to be taken between April 1st and August 31st of the same Calendar Year
  - (ii) The Employer shall post a vacation schedule planner at the work site in July of each calendar year for vacations to be taken between September 1st of the same Calendar Year and March 31st of the following Calendar Year
  - (iii) Employees shall submit their preference for vacation dates to the Employer within the timeframes established by the Employer
  - (iv) Preference as to choice of vacation dates shall be determined by Employee's Seniority.
- (b) A Regular Employee shall be entitled to an unbroken period of vacation equal to their entire vacation entitlement unless otherwise mutually agreed between the Employer and the Regular Employee.
- (c) A Regular Employee shall be permitted to take a maximum of two (2) weeks of vacation time during the peak periods of June 1st to August 31st inclusive and December 1st and January 1st inclusive unless

otherwise mutually agreed between the Employer and the Regular Employee.

- (d) Changes to approved vacation may be made by mutual agreement between the Employer and the Employee.
- (e) No Employee shall have vacation cancelled or rescheduled by the Employer unless it has been assessed to be a recognized critical unforeseen emergency and it can be demonstrated that a bona fide attempt was made to mobilize the appropriate, available resources to address and resolve the issues before activating these provisions. An Employee who has vacation cancelled by the Employer shall be paid two times (2x) their basic rate of pay for the shift(s) worked during the period of vacation cancelled by the Employer. The Employer shall also reimburse all non-refundable costs related to the cancellation of the vacation.

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

19.03 Vacation earned in one (1) employment year shall be taken within the following vacation year and may not be divided into more than two (2) periods, except with the approval of the Employer. If a Regular Employee makes a request to divide their vacation into more than two (2) periods, such request shall be considered by the Employer.

- 19.04 (a) Unused Vacation from one (1) vacation year may be taken consecutively with vacation in the ensuing vacation year, with the approval of the Employer.
- (b) A Regular Employee shall be permitted to carry-over up to a maximum of five (5) days of vacation entitlement to the next vacation year.
- (c) Unused vacation time that is not authorized by the Employer for carry-over from the previous vacation year shall be paid out annually by May of each calendar year.

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

| <b>Vacation Rate</b> | <b>Year for accrual</b> |
|----------------------|-------------------------|
| 20 Days (8%)         | Year 0 - 5              |
| 25 Days (10%)        | Year 6 - 15             |
| 30 Days (12%)        | Year 16 +               |

19.06 **Supplementary Vacation**

- (a) Regular Full-Time Employees will have 5 days (38.75 hours) loaded into their vacation bank in the pay period containing their anniversary date at career milestones of 25, 30, 35, 40, and 45 years. Supplemental vacation must be taken prior to the next career milestone date or will be paid out.
- (b) Regular Part-Time Employees will have 2% of hours worked in the prior year loaded into their vacation bank in the pay period that includes their anniversary date at the same career milestones as Regular Full-Time Employees.
- (c) Casual staff are not eligible for supplemental vacation.

**ARTICLE 20**  
**NAMED HOLIDAYS**

20.01 Any reference to Named Holidays in this Agreement applies to the following days:

|                      |                  |
|----------------------|------------------|
| New Year's Day       | Labour Day       |
| Alberta Family Day   | Thanksgiving Day |
| Good Friday          | Remembrance Day  |
| Victoria Day         | Christmas Day    |
| Canada Day           | Boxing Day       |
| August Civic Holiday |                  |

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

- (a) the Municipal Government in which the work site is located; and
- (b) the Province of Alberta.

20.02 No payment shall be due for the Named Holiday which occurs during:

- (a) a lay-off; or
- (b) all forms of leave during which a Regular Employee is not paid; or

- (c) an absence while in receipt of disability insurance or Worker's Compensation Benefits.

20.03 **Float Day**

Regular Full-time Employees who are in the employ of the Employer on January 15th, shall be granted one (1) additional day off with pay to be scheduled by mutual agreement between the Employer and the Employee. If the day off is not taken by the last day of December in any given year, it shall be paid out.

20.04 **Day In-Lieu**

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

- (a) works their scheduled shift immediately prior to and immediately following the Holiday except where the Employee is absent due to illness or other reasons acceptable to the Employer;
- (b) works on the Named Holiday when scheduled or required to do so.

20.05 **Payment for Named Holiday**

Subject to the overtime provisions under Article 16 a full-time Employee who works on a Named Holiday shall be paid for all regularly scheduled hours worked on the Named Holiday at one point five times (1.5X) the basic rate of pay plus:

- (a) by mutual agreement, a day added to the Full-time Employee's next annual vacation, or
- (b) a mutually agreeable day off with pay in conjunction with the full-time Employee's regular days off within thirty (30) days either before or after the Named Holiday; or
- (c) one (1) regular day's pay.

20.06 **Named Holiday While on Day Off or Vacation**

Subject to Article 20.04 when a Named Holiday falls during a Full-time Employee's annual vacation or on a regularly scheduled day off, the Employee shall receive:

- (a) by mutual agreement, a day off with pay added to the Full-time Employee's annual vacation; or

- (b) a mutually agreeable day off with pay in conjunction with the Full-time Employee's regular days off within thirty (30) calendar days of the Full-time Employee's return from annual vacation; or
- (c) one (1) day's regular pay in lieu of the Named Holiday.

20.07 **Named Holiday on a Saturday or Sunday**

When a Named Holiday falls on a Saturday or Sunday, the Employer may designate the Friday prior or the Monday after the Named Holiday as the day off in lieu of the Named Holiday. If such designated day off is a Full-time Employee's regularly scheduled day off, such Employee shall then be entitled to the provisions of Article 20.06.

20.08 **Part-time Employees**

- (a) A Part-time Employee who works on a Named Holiday shall be paid at the rate of one point five times (1.5X) the Part-time Employee's Basic Rate of Pay for all hours worked.
- (b) Part-time Employees shall be paid five percent (5%) of their earnings based upon their Basic Rate of Pay including vacation pay, in lieu of Named Holiday pay.
- (c) Casual Employees shall be paid in addition to their basic rate of pay five (5%) of their basic rate of pay in lieu of Named Holidays.

**ARTICLE 21**  
**SICK LEAVE**

21.01 Sick Leave is defined as a form of insurance against illness, quarantine by a Medical Officer of Health, or because of an accident for which compensation is not payable under the *Workers' Compensation Act*.

- 21.02 (a) The Employer recognizes that alcoholism, drug addiction and mental illness are illnesses which can respond to therapy and treatment and that absence from duty due to such therapy or treatment shall be considered as sick leave.
- (b) An Employee, whose work performance is adversely affected by a condition mentioned in (a) above, may be referred by the Employer to the appropriate Employee Assistance Plan.

21.03 **Eligibility:**  
**Full-time Employees**

- (a) All regular and temporary employees will begin to accrue sick hours, commencing their start date in an eligible position.



- (b) Once 503.75 hours of work have been completed, the accrued sick hours will be loaded and can then be utilized.
- (c) Sick time is accrued at the rate of 1.5 working days for every full month of employment, to a maximum of 930 hours (120 days).

### **Part-time Employees**

- (d) Sick leave credits for a Part-time Employee shall be earned and computed at the rate of twelve (12) hours for each period of one hundred and sixty-eight (168) hours worked up to a maximum credit of nine hundred and thirty (930) hours. Credit will be granted for fractions of one hundred and sixty eight (168) hours worked.
- (e) When a Part-time Employee accepts an assignment for additional hours of work and then reports sick for such assignment, the Employee shall not be entitled to utilize sick leave credits for such assignment.

#### **21.04 Sick Leave Accrual Suspension:**

Employees do not accrue sick-leave credits when they are:

- On an approved leave of absence greater than 30 days;
- On sick time greater than 30 days;
- On layoff;
- In receipt of short-term or long-term disability benefits;
- In receipt of compensation from the Workers Compensation Board.

#### **21.05 Sick Leave Credits for Medical Referral and/or Treatment:**

When an Employee is required to travel for the purpose of medical referral and/or treatment and is unable to schedule such time outside of their work hours, the Employee shall have the right to utilize sick leave credits for such absence, provided the Employee notified the Employer as soon as possible in advance of the appointment and provided, that the Employee submits satisfactory proof of attendance at such appointment when required by the Employer to do so.

#### **21.06 Proof of Illness:**

Employees may be required to submit an acceptable physician's note for any claim for sick-leave insurance, and Employee Health and Safety may be involved in pursuing additional medical information to support a sick leave absence and/or a return to work from a medical absence where the Employee has paid a fee for such

substantiation, the fee shall be reimbursed by the Employer to a maximum of thirty dollars (\$30.00).

There is no pay out of hours remaining in a sick bank (sick insurance benefits) when employment is terminated from Carewest.

21.07 Maximum Credits:

When a Regular Employee has accrued the maximum sick leave credits they shall no longer accrue sick leave credits until such time as the total accumulation is reduced below the maximum. At that time the Employee shall recommence accumulating sick leave credits.

**ARTICLE 22**  
**WORKERS' COMPENSATION**

- 22.01 Workers' Compensation Board coverage will be provided by the Employer for a Regular Employee.
- 22.02 Regular Employees shall not be paid sick leave benefits when they are absent from work and drawing Workers' Compensation benefits. An Employee absent on Workers' Compensation for a period in excess of thirty (30) calendar days shall not accumulate sick leave entitlement or vacation credits during the period of absence.
- 22.03 Article 22.02 above shall not exclude a Regular Employee from sick leave benefits for periods of absence resulting from an accident which is non-compensable under the *Workers' Compensation Act*.
- 22.04 Regular Employees shall not be entitled to a compensating day off in lieu of a Named Holiday from the Employer while receiving benefits from Workers' Compensation.
- 22.05 A Regular Employee absent from work and receiving Workers' Compensation benefits shall keep the Employer advised as to when they shall be expected back to work.

**ARTICLE 23**  
**HEALTH BENEFITS**

- 23.01 When the enrollment and other requirements of the insurer(s) have been met, the Employer shall take steps to contract for and implement the following group plans:

- (a) Alberta Blue Cross Supplementary Health Benefits Plan, or equivalent;
- (b) Alberta Blue Cross Dental Plan or equivalent, which provides for reimbursement to plan maximums in accordance with the current Alberta Blue Cross usual and customary fees;
- (c) Alberta Health Care Insurance Plan;
- (d) The Employer's Benefit Plan, or equivalent inclusive of:
  - (i) Group Life Insurance
  - (ii) Accidental Death and Dismemberment
  - (iii) Short-Term Disability (income replacement for a period of up to one hundred and twenty (120) working days during a qualifying disability equal to sixty six and two thirds percent (66 2/3%) of basic weekly earnings at the Basic Rate of Pay to the established maximum following a seven (7) day elimination period where applicable. The Short-Term Disability shall become effective on the first (1st) working day following the expiry of sick leave credits in the case of absence due to injury or hospitalization. In the particular case of Employees who have insufficient sick leave credits to satisfy the seven (7) calendar day elimination period, the Short-Term Disability shall commence on the eight (8th) day following the commencement of non-hospitalized sickness);
  - (iv) Long-Term Disability (income replacement during a qualifying disability equal to sixty six and two thirds percent (66 2/3%) of basic monthly earnings at the Basic Rate of Pay to the established maximum following a one hundred and twenty (120) working day elimination period).
- (e) At the Employers' option, an "EI SUB Plan" to supplement an eligible Employee's Employment Insurance to meet the Employer's obligation to provide benefit payments to an Employee during the valid health-related period for being absent from work due to pregnancy for which she has provided satisfactory medical proof.

23.02

- (a) The implementation and operation of Employer's Benefit Plan, shall, at all times, be subject to and governed by the terms and conditions outlined in both the Benefit Plan Information Brochure and the terms and conditions of the policies or contracts entered into with the underwriters of the Plans.
- (b) The Employer shall make available to all Employees participating in these Plans, copies of information booklets of these Plans.

- 23.03 Benefit Plan Premiums  
Premium costs for benefit plans will be shared seventy-five percent (75%) by the Employer and twenty-five percent (25%) by the Regular Employee.
- 23.04 Part-time Employees  
Subject to the preceding provisions where it is anticipated that a Part-time Employee will work a minimum of fifteen (15) hours per week, averaged over one (1) complete shift cycle, the Employee shall participate in the Health Benefits Plans. The shift cycle shall be defined as that period of time that is required for a shift cycle to repeat itself or two (2) weeks, whichever is greater.

**ARTICLE 24**  
**LEAVES OF ABSENCE**

- 24.01 An Employee desiring a leave of absence without pay shall make application to the Manager. Leaves of Absence requests, up to a maximum of six (6) months, shall be held to a minimum and approvals of these requests are at the sole discretion of the Program Director, whose decision shall be final and binding.
- 24.02 Employees shall first exhaust any of their current year vacation banked time prior to any unpaid leave of absence.
- 24.03 Employees absent from work on a leave of absence without pay shall not be entitled to any remuneration from the Employer, including Named Holiday entitlements. Vacation credits or sick leave credits shall not accrue during the leave of absence.
- 24.04 Employees absent from work on a leave of absence without pay shall be required to pay in advance, the pro-rated amount of both the Employee and the Employer share of the premiums for applicable benefits as well as any other levies normally in force had such a leave of absence not been granted. Benefits may be continued during a general leave in accordance with the benefit carrier's plan.
- 24.05 When an Employee fails to return from a leave of absence without the express written permission of the Manager, the employee shall automatically forfeit their position with the Employer.
- 24.06 The Employer may refuse any request for a leave of absence if the Employer determines that the Employee cannot be spared.
- 24.07 Employees on leave of absence shall not engage in any gainful employment with another employer. Any Employee who engages in such employment shall be terminated immediately.

#### 24.08 Leave for Union Business

- (a) Time off for Union business will be without pay.

Time off for Union business will not be unreasonably withheld.

The Union shall provide the Employer with a copy of the request for time off for Union business with no less than ten (10) days' notice from the date required off.

At any given time, there shall be no more than two (2) Employees on leave for Union business.

To facilitate the administration of this Article, the Employer will grant the leave of absence with pay at the Employee's Basic Rate of Pay for such lost time and thereafter invoice the Union for the said payment, any applicable allowances, pension, benefits costs and an administrative fee determined by the Employer, of which the Union shall promptly pay.

#### 24.09 Personal Leave

- (a) Each year from January 1 to December 31, Regular Employees shall be entitled to five (5) personal leave days for purposes of illness in the immediate family or other personal matters requiring the Employee's attention. Employees shall request such days in writing as far in advance as possible in order that staff substitutions may be arranged. Requests for personal leave shall not be unreasonably denied.

If employment commences on or after May 1<sup>st</sup> of the year, personal leave days will be prorated for the remainder of the year as follows:

- May 1<sup>st</sup> to August 31<sup>st</sup>: three (3) personal leave days;
- September 1<sup>st</sup> to December 31<sup>st</sup>: two (2) personal leave days.

### **ARTICLE 25** **BEREAVEMENT LEAVE**

- 25.01 (a) Upon request, an Employee shall be granted five (5) calendar days bereavement leave without loss of salary, providing that such leave is taken within a seven (7) consecutive day period, commencing with the date of death, in the event of the death of the following relatives of the Employee:
- spouse (including common-law spouse and same gender partner)  
child (including of common-law spouse and step-child)  
parent (including of common-law spouse and step-parent)

son-in-law  
daughter-in-law  
brother (including step-brother)  
sister (including step-sister)  
mother-in-law  
father-in-law  
brother-in-law  
sister-in-law  
guardian  
grandparent  
grandchild

(b) **Travel for Bereavement**

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

(c) In the event of a death of another relative or close friend, the Employer shall grant up to one (1) working day off with pay to attend the funeral services.

(d) An Employee who is on vacation, or on an approved leave of absence, or sick leave, Short Term Disability, Long Term Disability or Workers' Compensation shall not be entitled to Bereavement Leave.

**ARTICLE 26**  
**APPOINTMENTS, PROMOTIONS, TRANSFERS AND VACANCIES**

26.01 In filling a new position or a vacancy, appointments shall be made on the basis of the qualifications and seniority of the applicants. The qualifications for the new position or vacancy shall be consistent with the responsibilities specified in the position profile. Qualifications may include job related skills, training, and knowledge provided these qualifications are specified in the job posting.

26.02 When a new position is created or when a vacancy occurs in any classification covered by this Collective Agreement, such position or vacancy shall be posted on the appropriate form and electronically on the Employer's intranet for seven (7) calendar days as a general posting throughout the organization, stating the responsibilities and qualifications, location (Department, work site), existing shift schedule and Basic Rate of Pay for the position and to whom applications should be submitted.

- 26.03 Applicants for posted positions shall be informed in writing of their acceptance or rejection within five (5) days of the date of the decision.
- 26.04 All permanent Employees accepting a posted position shall serve a three (3) month trial period. During this trial period, the Employee will be assessed as to their ability to perform the position satisfactorily. Should the Employer determine that the Employee cannot perform the position satisfactorily, the Employee will be returned to their former position, provided such position still exists, without access to the grievance procedure. Should the Employee decide, during the trial period, to return to their former position, the Employee should so indicate in writing and the Employer will honour the request, provided such position still exists.
- 26.05 The Employer will endeavour to reassign any Employees who are affected by an Employee returning to their former position, but in some cases, termination of employment may be the only option.
- 26.06 In the event an Employee applies for and is the successful candidate for a lower paid position, the Employee's salary shall be adjusted immediately to the applicable step on the lower pay scale.
- 26.07 The foregoing provisions shall be waived and inoperative when placement of an Employee in a job within the Bargaining Unit is effected to provide a period of Rehabilitative Work
- 26.08 A Regular Employee who applies for and is successful on a Temporary posting shall maintain their status as a Regular Employee. A Casual Employee who applies for and is successful for a Temporary position shall receive all entitlements and benefits applicable to a Temporary Employee. At the completion of the Temporary term, the Regular Employee shall return to their former position. At the completion of the Temporary term, the Casual Employee shall resume the normal terms and conditions of employment applicable to a Casual Employee.

**ARTICLE 27**  
**DISCIPLINE, DISMISSAL AND RESIGNATION**

- 27.01 Unsatisfactory conduct and/or performance by an Employee may be grounds for discipline up to and including immediate dismissal.
- 27.02 Unsatisfactory conduct and/or performance by an Employee which is not considered by the Employer to be serious enough to warrant suspension or dismissal may result in a written warning to the employee. A copy of the written warning shall be placed on the Employee's personnel file. Copies of all written warnings shall be forwarded to the Union within seven (7) calendar days of issuance.

27.03

- (a) Following a preliminary investigation of an incident, and where the Employer has a significant reason to believe that an Employee(s) may be responsible, and that their actions may lead to discipline, the Employee may be accompanied by a Union Representative in subsequent meetings.
- (b) The Employee shall be informed by the Employer that they are being investigated with respect to an incident that may result in discipline and that they have the right to have a Union Representative present if they so choose.
- (c) The Employee shall sign any written notice of discipline for the sole purpose of indicating that they are aware of the disciplinary notice. Where circumstances permit an Employee may be accompanied by a Union Representative during the disciplinary discussion.

27.04 When an Employee has grieved a disciplinary action and a designated officer of the Employer has either allowed the grievance or reduced the penalty levied against the grievor, the personnel file of the employee shall be amended to reflect this action provided this action results in closure of the grievance.

27.05 An Employee absent without approved leave for three (3) consecutive working days shall be considered to have vacated the position unless a reason for the unapproved leave is provided that is acceptable in the sole opinion of the Employer.

27.06 Nothing in this Article prevents immediate dismissal for just cause.

27.07 Where circumstances permit, an Employee who is scheduled to attend a disciplinary discussion with the Employer will be given reasonable time to contact a Union Representative. At such discussion, an Employee may be accompanied by a representative of the Union.

27.08 An Employee who has been subject to disciplinary action, after twenty four (24) months of continuous service from the date the disciplinary measure was invoked, shall have their file deemed cleared of the record of the disciplinary action, provided the Employee's file does not contain any further record of similar disciplinary action, during the twenty four (24) month period, of which the Employee is aware. The Employer will confirm in writing to the Employee that such action has been effected.



**ARTICLE 28**  
**RESIGNATION AND TERMINATION**

28.01      **Resignation**

An Employee shall give the Employer at least fourteen (14) calendar days notice of termination of employment.

28.02      **Vacation Pay on Termination**

- (a)    If employment is terminated, the Employee shall receive vacation pay in lieu of the unused period of vacation entitlement.
- (b)    When an Employee is discharged for cause, the Employee shall receive vacation pay in lieu of the unused period of vacation entitlement.

28.03      Employees wishing to retire shall give the Employer three (3) months' notice of their intention to retire for the purposes of the LAPP benefits application process.

**ARTICLE 29**  
**SENIORITY**

29.01      (a)    The seniority date of all Regular Employees shall be the date upon which the Regular Employee commenced employment with the Employer including all prior periods of uninterrupted service as a Casual, Temporary, or Regular Employee

(b)    Seniority shall not apply during the probationary period; however, once the probationary period has been completed seniority shall be credited from the seniority date established pursuant to Article 29.01(a).

29.02      Seniority shall be considered in determining:

- (a)    preference in vacation time in Article 19 - Annual Vacation
- (b)    layoffs and recalls, subject to the provisions specified in Article 30 - Layoff and Displacement Procedure;
- (c)    promotions and transfers and in filling vacancies within the Bargaining Unit subject to the provisions specified in Article 26 - Appointments, Promotions, Transfers and Vacancies; and
- (d)    the selection of available rotations by Employees on a unit affected by a new master rotation that does not change an Employees Full-time Equivalency (FTE).

29.03      Seniority shall be considered broken, all rights forfeited, and there shall be no obligation to rehire:

- (a) when employment relationship is terminated by either the Employer or the Employee;
- (b) upon expiry of twelve (12) months following the date of layoff, if during which time the Regular Employee has not returned to work or been offered another role.

29.04 Within three (3) months of signing the Collective Agreement the Employer will post on the Bulletin Board provided pursuant to the Provisions in Article 9 - Bulletin Boards, a seniority list containing the name and seniority date of each Regular Employee in chronological order. The seniority list will be updated by the Employer not less frequently than every six (6) months thereafter. Copies of said seniority lists will be provided to the Union following posting. The Union shall have one (1) month in which to take issue with the seniority list, otherwise the seniority list will be deemed to be correct.

29.05 Should a difference arise regarding an Employee's seniority, the Employer will provide the Employee with the information necessary to establish accurate seniority.

### **ARTICLE 30**

#### **LAYOFF AND DISPLACEMENT PROCEDURE**

#### **30.01 Notification to Union**

Prior to the implementation of the provisions of this Article the Employer will meet with the Union to inform the Union of the Employer's intentions. The Union shall be notified of layoffs, displacements and reassignments as they occur.

#### **30.02 Notice Provisions**

- (a) The Employer shall notify Regular Employees to be re-assigned or laid off in accordance with Article 30 at least fourteen (14) calendar days before the layoff or re-assignment is to be effective. If the Employee who has received layoff notice is not provided with an opportunity to work during the notice period, such Employee shall be paid an amount equal to the wages the Employee would have earned, had they worked their regular hours of work in the fourteen (14) calendar day period.

If such Employee is assigned duties other than those normally connected with the classification in question during the notice period, the Employee shall not be paid less than the amount of wages the Employee would have been entitled to receive had they not been provided with an opportunity to work during the notice period.

**ARTICLE 31**  
**RETROACTIVITY**

- 31.01 An Employee whose employment has terminated prior to the date upon which this Collective Agreement is signed by the Employer, shall be eligible to receive retroactively any increase in salary which the Employee would have received but for the termination of employment, only upon submitting to the Employer, during the period between the expiry date of the preceding Collective Agreement and sixty (60) days after the signing of this Collective Agreement a written application for such retroactive salary.

**ARTICLE 32**  
**COPIES OF COLLECTIVE AGREEMENT**

- 32.01 Within sixty (60) days of the signing of this Collective Agreement the Employer shall provide the Employee with an electronic copy.

**ARTICLE 33**  
**PERFORMANCE APPRAISALS**

- 33.01 The Parties recognize the desirability of a performance appraisal system designed to effectively utilize and develop the Human Resources of the Centre. Recognizing the distinction between performance appraisal and discipline, the purpose of the performance appraisal is to constructively review the Employee's performance during the review period.
- 33.02 Meetings for the purpose of performance appraisal interview shall be scheduled by the Employer with reasonable advance notice. At the interview the Employee shall be given a copy of the performance appraisal document. The Employee shall sign the performance appraisal for the sole purpose of indicating that the Employee is aware of their performance appraisal, and shall have the right to respond in writing within ten (10) days of the interview and that reply shall be placed in the Employee's personnel file.
- 33.03 (a) By appointment made at least one (1) working day in advance, an Employee may view their personnel file in the Human Resources Department once each year or when the Employee has filed a grievance. An Employee may be accompanied by a Union Representative when viewing their personnel file.
- (b) An Employee shall be given a copy of the contents of their personnel file upon request, not more frequently than once in a Calendar Year, or when the Employee had filed a grievance, provided that the

Employee first pays to the Employer a reasonable fee, established by the Employer to cover the cost of copying.

- (c) In the case of a grievance, the fee prescribed shall be waived where the Employee requests a copy of material related to the grievance.

33.04 An Employee's performance appraisal shall not be released by the Employer to any person except to a Board of Arbitration, or as required by law, without the written consent of the Employee.

The Employer's Representative who conducts the performance appraisal shall be in a position outside the Bargaining Unit.

#### **ARTICLE 34** **DRESS CODE**

34.01 The Parties agree that the Employee shall maintain a professional image while at the work site by adhering to the Employer's dress code and personal appearance policy.

#### **ARTICLE 35** **EMPLOYEE-MANAGEMENT ADVISORY COMMITTEE (EMAC)**

- 35.01
- (a) There shall be an Employee-Management Advisory Committee (EMAC). The desired functions of the EMAC are to examine and make recommendations regarding the concerns of Employees relative to patient care and other matters related to employment, not covered within the Collective Agreement.
  - (b) The Local Chapter Representative of the AUPE shall provide the names of up to one (1) elected Employee and the Employer shall provide the names of up to one (1) appointed Representative to sit on the EMAC.
  - (c) There will be no loss of pay for attendance at EMAC meetings.
  - (d) The number of Union Representatives and/or Employer Representatives may be changed upon mutual agreement between the Parties.

**CAREWEST WAGE SCHEDULE**

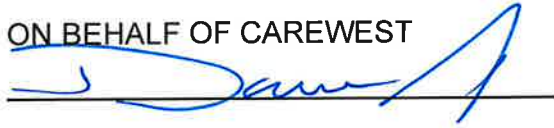
**Term: Agreement to expire October 31, 2024**

| <b>Job Code</b> | <b>Salary Grade</b> | <b>Description</b>             |                | <b>Step 1</b> | <b>Step 2</b> | <b>Step 3</b> | <b>Step 4</b> | <b>Step 5</b> | <b>Step 6</b> |
|-----------------|---------------------|--------------------------------|----------------|---------------|---------------|---------------|---------------|---------------|---------------|
| LS59            | 1                   | Business Services Assistant    | Starting Scale | \$18.90       | \$19.62       | \$20.36       | \$21.14       | \$21.94       | \$22.77       |
| LC40            | 1                   | Education Services Assistant   |                |               |               |               |               |               |               |
|                 |                     | Increase - July 20, 2021 (DOC) | 1.0750         | \$20.32       | \$21.09       | \$21.89       | \$22.72       | \$23.59       | \$24.48       |
|                 |                     | Increase - July 1, 2022        | 1.0400         | \$21.13       | \$21.93       | \$22.77       | \$23.63       | \$24.53       | \$25.46       |
|                 |                     | Increase - July 1, 2023        | 1.0400         | \$21.98       | \$22.81       | \$23.68       | \$24.58       | \$25.51       | \$26.48       |
|                 |                     | Increase - July 1, 2024        | 1.0400         | \$22.85       | \$23.72       | \$24.62       | \$25.56       | \$26.53       | \$27.54       |
| LS54            | 2                   | Staff Scheduler                | Starting Scale | \$22.07       | \$22.62       | \$23.19       | \$23.77       | \$24.36       | \$24.97       |
|                 |                     | Increase - July 20, 2021 (DOC) | 1.0750         | \$23.73       | \$24.32       | \$24.93       | \$25.55       | \$26.19       | \$26.84       |
|                 |                     | Increase - July 1, 2022        | 1.0400         | \$24.67       | \$25.29       | \$25.93       | \$26.57       | \$27.23       | \$27.92       |
|                 |                     | Increase - July 1, 2023        | 1.0400         | \$25.66       | \$26.30       | \$26.96       | \$27.64       | \$28.32       | \$29.03       |
|                 |                     | Increase - July 1, 2024        | 1.0400         | \$26.69       | \$27.35       | \$28.04       | \$28.74       | \$29.46       | \$30.19       |

IN WITNESS WHEREOF, the Parties have executed this Collective Agreement by affixing hereto the signatures of their proper officers in that behalf.

Signed this 17<sup>th</sup> day of September, 2024.

ON BEHALF OF CAREWEST

  
\_\_\_\_\_

  
\_\_\_\_\_

WITNESS

ON BEHALF OF THE ALBERTA UNION  
OF PROVINCIAL EMPLOYEES

  
\_\_\_\_\_

WITNESS

**LETTER OF UNDERSTANDING #1**

between

**CAREWEST ADMINISTRATION**  
(hereinafter called the "Employer")

- and the -

**ALBERTA UNION OF PROVINCIAL EMPLOYEES**

Local 048

(On behalf of Employees in Clerical Services when employed at Southport)  
(hereinafter called the "Union")

**RE: REMOTE & HYBRID WORK ARRANGEMENTS**

This Letter of Understanding shall apply to Employees who agree with the Employer to a Remote or Hybrid Work Arrangement under the Employer's Alternate Working Arrangements program. Unless an approved Remote or Hybrid Work Arrangement Agreement is in place between an Employee and the Employer, work will be completed at the Employer Site as directed by the Employer.

All responsibilities and performance expectations will apply during the Remote or Hybrid Work Arrangement.

The Collective Agreement applies to Employees covered by this Remote or Hybrid Work Arrangement agreement except as modified below.

**Definitions**

A "Remote or Hybrid Work Arrangement" shall mean work performed by Employees who use computers and telecommunication equipment to work at an approved Remote Site approved by the Employer. This work may be performed at the approved Remote Site for all or a subset of scheduled shifts as approved by the Employer.

A "Remote Work Arrangement" shall mean work performed by Employees who use computers and telecommunication equipment to work at an approved Remote Site.

A "Hybrid Work Arrangement" shall mean work performed by Employees who use computers and telecommunication equipment to work from both an Employer Site and an approved Remote Site.

An "Employer Site" shall mean any facility, property, or ground owned, operated, leased or funded by the Employer.

An approved "Remote Site" shall mean any location that is not an Employer facility, property, or ground owned, operated, leased or funded by the Employer.

The "Assigned Site" shall mean Carewest Administration (Southport), as the single Employer Site assigned to an Employee at the time of entering a Remote or Hybrid Work Arrangement Agreement.

### **Terms of Agreement**

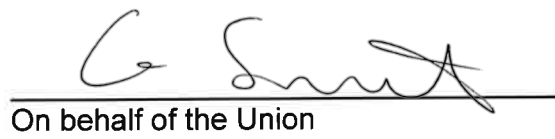
1. An Employee or the Employer may discontinue the Remote or Hybrid Work Arrangement by providing sixty (60) calendar days written notice to the other Party, or such shorter period as may be mutually agreed between the Employee and Employer.
2. Where the Employer identifies issues with the performance of an Employee working remotely, the Employer may require that the Employee report to work at their Assigned Site to enable such issues to be addressed.
3. The sixty (60) calendar days' notice period shall not apply when the Employee is removed from the agreement for cause.
4. The Employee shall be directed to report to the Employee's Assigned Site when the Remote or Hybrid Work Arrangement is discontinued in accordance with the above.
5. Nothing in the Remote or Hybrid Work Arrangement agreement prevents the Employer from disciplining or terminating an Employee in accordance with Article 27: Discipline, Dismissal and Resignation of the Collective Agreement.
6. It is expected that the Employee be available for work during scheduled hours as posted, unless pre-approved by the Employer.
7. An Employee shall not be entitled to shift and/or weekend differential except when directed by the Employer to work during hours that qualify for shift and/or weekend differential.
8. An Employee shall not be entitled to overtime payment except when directed by the Employer to work in excess of the normal hours of work as defined in Article 15: Hours of Work of the Collective Agreement.
9. The Employee shall be available to attend work at the Employee's Assigned Site or at an alternate Employer Site within fifty (50) kilometers of the Employee's Assigned Site, or another Employer Site by mutual agreement for meetings, training, in-services, projects, performance appraisals, or other work required to be completed onsite as directed by the Employer.
10. The Employer may visit the approved Remote Site for business and inspection purposes, however, the Employee will receive twenty-four (24) hours notice or such shorter period as mandated by law in advance of such visits. Such visits will occur during normal business hours of the administrative offices of the Employer, except in cases of emergency.



11. The Employee shall report all of their absences from work to their immediate supervisor or designate.
12. It is understood that dependent care provisions will be in place during hours of work.
13. The Employee will take all reasonable precautions to safeguard assigned equipment and information from loss or damage in accordance with Employer policies. Further, the Employee will promptly report any loss or damage to their immediate supervisor or designate.

This Letter of Understanding shall expire on October 31, 2024.

  
On behalf of the Employer

  
On behalf of the Union

October 24, 2023  
Date

October 24, 2023  
Date

**LETTER OF UNDERSTANDING #2**

between

**CAREWEST ADMINISTRATION**  
(hereinafter called the "Employer")

- and the -

**ALBERTA UNION OF PROVINCIAL EMPLOYEES**  
Local 048

(On behalf of Employees in Clerical Services when employed at Southport)  
(hereinafter called the "Union")

**RE: WORKLOAD**


An Employee may file a written concern regarding their workload directly to the manager. It is agreed that workload concern(s) for discussion represent ongoing, systemic, long-term issues which have continued for a minimum period of ninety (90) days. This does not preclude an Employee from discussing the workload with their manager prior to ninety (90) days.

The manager shall investigate the concern(s) raised and provide a written response within thirty (30) days of the Employee's written submission.

Should the response of the manager not satisfactorily address the concern(s) raised, the Employee may advance them to the Director responsible within fifteen (15) days of receiving the manager's response. The Director shall provide a written response within thirty (30) days of receiving the Employee's written submission.

This Letter of Understanding shall expire on October 31, 2024.

  
\_\_\_\_\_  
On behalf of the Employer

  
\_\_\_\_\_  
On behalf of the Union

October 24, 2023  
\_\_\_\_\_  
Date

October 24, 2023  
\_\_\_\_\_  
Date

**LETTER OF UNDERSTANDING #3**

between

**CAREWEST ADMINISTRATION**  
(hereinafter called the "Employer")

- and the -

**ALBERTA UNION OF PROVINCIAL EMPLOYEES**

Local 048

(On behalf of Employees in Clerical Services when employed at Southport)  
(hereinafter called the "Union")

**RE: FLEXIBLE SPENDING ACCOUNT**

1. There shall be a Flexible Spending Account (FSA) for benefit eligible Regular Employees.
2. The Employer shall allocate the sum of nine hundred and fifty dollars (\$950) effective date of ratification to a Flexible Spending Account for a Regular Full-time employee the first (1st) pay period following January 1 of each calendar year.
3. The Employer shall allocate the sum of nine hundred and fifty dollars (\$950) effective date of ratification to a Flexible Spending Account for a Regular Part-time Employee the first pay period following January 1 of each calendar year pro-rated on the basis of the Employee's Full Time Equivalent (FTE), as of November 01 annually.
4. A Regular Full-time Employee and a Regular Part-time Employee who commences employment with the Employer subsequent to January 1 of the calendar year shall have their Flexible Spending Account entitlement adjusted to reflect that later start date.
5. The Flexible Spending Account shall be implemented and administered in accordance with the Canada Revenue Agency's legislation and regulations. Benefit eligible Regular Employees may use the Flexible Spending Account for:
  - (a) Health Spending (non-taxable): coverage for medical, dental and vision expenses not fully covered under Article 23 of the Collective Agreement;
  - (b) Personal Spending (taxable): coverage for wellness/fitness, professional development and family care, and alternative transportation including transit passes;
  - (c) Group RRSP: contributions to a RRSP account;

(d) Group TFSA: contributions to a TFSA account.

6. Any unused allocation in an Employee's FSA as of December 31 of each calendar year may be carried forward for a maximum of one (1) calendar year.
7. Employees who are laid off after January 1 in the year the funds are available, shall maintain access to the fund for the balance of that Spending Account year (January 1 to December 31) while on layoff.

This Letter of Understanding shall expire on October 31, 2024.

  
\_\_\_\_\_  
On behalf of the Employer

  
\_\_\_\_\_  
On behalf of the Union

October 24, 2023  
\_\_\_\_\_  
Date

October 24, 2023  
\_\_\_\_\_  
Date

**LETTER OF UNDERSTANDING #4**

between

**CAREWEST ADMINISTRATION**  
(hereinafter called the "Employer")

- and the -

**ALBERTA UNION OF PROVINCIAL EMPLOYEES**  
Local 048


(On behalf of Employees in Clerical Services when employed at Southport)  
(hereinafter called the "Union")

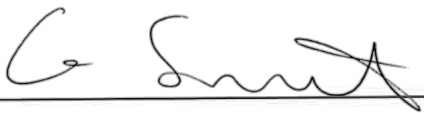
**RE: SHIFT SCHEDULES & HOURS OF WORK**

During the course of collective bargaining, the Parties exchanged proposals and had discussions on language related to shift schedules, shift and evening weekend differentials, and hours of work related to working multiple shift types.

This letter is to confirm that while all classifications covered by this collective agreement are anticipated to work day shifts on weekdays, the Parties agree that the Employer has the right to change this to meet operational requirements in the future. Therefore, should the Employer determine that any classification has a permanent schedule change to include weekends and/or evenings, the Employer shall give the Union ninety (90) days' notice and meet to discuss relevant language to shift schedules, differentials, and hours of work.

This letter of understanding shall expire on October 31, 2024.

  
On behalf of the Employer

  
On behalf of the Union

October 24, 2023  
Date

October 24, 2023  
Date