



**CAREWEST IN-GOING PROPOSAL**

**COLLECTIVE AGREEMENT**

**BETWEEN**

**CAREWEST**

**AND**

**THE ALBERTA UNION OF PROVINCIAL EMPLOYEES**

**LOCAL 48**

**CHAPTERS 007, 008, 009, 016, 035, 037, 038, 039, 040 & 041**

*(all employees at Colonel Belcher, George Boyack Nursing Home, Dr. Vernon Fanning Extended Care Centre, Glenmore Park Auxiliary Hospital, Rouleau Manor, Garrison Green, Sarcee, Signal Pointe, Nickle House and C3 Beddington when employed in auxiliary nursing care)*

July 1, 2020 - June 30, 2024

SEPTEMBER 10, 2024 EXCHANGE

NOTES:

- Articles and clauses not specifically identified in this proposal for change, deletion or discussion are proposed to remain Current Language. "Current Language" means the language contained in the current Collective Agreement (Expires JUNE 30, 2024).
- Proposed changes are identified as follows: **Proposed new language and discussion points are identified in yellow**; Language proposed to be deleted is identified by ~~strikethrough~~.
- Any errors and omissions in this proposal are excepted
- Proposed changes may require consequential amendments elsewhere in the Collective Agreement. Such consequential amendments are to be included in this proposal even where not specifically referenced.
- This proposal is made on a "without prejudice" basis. If these proposals are not accepted, the Employer reserves and retains the right to withdraw and/or change its positions, in whole or in part, on any of the enclosed articles.

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 the date of ratification up to and including **June 30, 2028** 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.

ARTICLE 7  
In-Service Programs

7.01 The Parties to this Collective Agreement recognize the value of continuing in-service education for Employees in the nursing profession and that the responsibility for such continuing education lies not only with the individual but also with the Employer. For the purpose of this Article, the term “in-service” includes: orientation, acquisition and maintenance of essential skills, and other programs that may be offered by the Employer.

7.02 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 **basic** rate of pay for attendance. The following in-service programs shall be compulsory and shall be provided to Employees on an annual basis:

- (i) Emergency preparedness including fire, evacuation and disaster procedures;
- (ii) Prevention of personal injury including musculoskeletal injury arising from repetitive movements or strains including proper lifting and prevention of back injuries; ~~and~~
- (iii) Workplace Hazardous Materials Information System (WHMIS); **and**
- (iv) CPR training where required by the Employer.**

ARTICLE 11

Appointments, Transfers and Promotions

- 11.03      When circumstances require the Employer to hire a new Employee to fill a vacancy pending completion of the transactions contemplated in Article 11 Appointments, Transfers and Promotions, ~~the appointment shall be made on a casual basis only~~ the Employer may fill the vacancy with part-time or casual employees.
- 11.04 (a)    When making promotions and transfers and filling vacancies within the Bargaining Unit, the determining factors shall be the most requisite job related skills, training, knowledge, seniority, acceptable performance and other relevant attributes and where these factors are considered by the Employer to be equal and satisfactory, seniority shall be the deciding factor.
- (b)      Regular Employees in the Bargaining Unit shall be given preference over other applicants.
- (c)      If no suitable internal applications are received from bargaining unit Employees by the completion of the posting period, the Employer may fill the permanent vacancy at its discretion.
- 11.07      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 Experience. The foregoing provisions shall also be waived and inoperative when there is an accommodation request, at the appropriate salary and provided that the Employee has the skills and qualifications for the role and is able to demonstrate that they can competently perform the work.

ARTICLE 12  
Hours of Work

- 12.05 (a) Except in cases of emergency or by mutual agreement between a Regular Employee and the Employer, shift schedules shall provide for:
- (i) at least fifteen point five zero (15.50) hours off duty between shifts;
  - (ii) at least two (2) consecutive days of rest;
  - (iii) days of rest on two (2) weekends in a five (5) week period. "Weekend" shall mean a Saturday and the following Sunday, assuring a minimum of fifty-five point seven five (55.75) hours off duty;
  - (iv) an Employee shall not be scheduled to work seven (7) consecutive shifts more than twice in a five (5) week cycle.
- (b) Optional scheduling provisions may be available and may be applied upon mutual agreement, in writing, between the Employer and the Union.
- Except when application of this Article is waived by mutual agreement between the Employee and the Employer, if an Employee is required by the Employer to change shifts without receiving fifteen point five zero (15.50) hours off duty, they shall be entitled to Premium Pay at two times (2X) their Basic Rate of Pay for that shift. This section does not apply to cases where Articles 12.12 and 12.13 have been applied in altering a shift schedule.

12.06 Where an Employee is required to attend training during a day shift and that shift results in less than fifteen point five zero (15.50) hours between it and the next shift, but provides at least twelve (12) hours off, the Employee and the Employer can waive overtime requirements by mutual agreement.

Consequential renumbering for the rest of Article 12.

ARTICLE 13

Overtime

13.03 (a) If mutually agreed between the Employee and the Employer, equivalent time off in lieu of pay may be granted. Time off not taken by the last day of March in any given year shall be paid out.

(b) The Employer reserves the right to cap the amount of time off in lieu of overtime pay that is accrued in an overtime bank and require the Employee to take the time off before adding any more time to such banks. The Employer will pay out any time off not taken pursuant to Article 13.03 (a).

13.05

(a) The Employer shall endeavour to minimize the use of mandatory overtime.

(b) The Employer may request an Employee to work a reasonable amount of overtime. Should the Employee believe that the Employer is requesting the Employee to work more than a reasonable amount of overtime, then the Employee may decline to work the additional overtime, except in an emergency, without being subject to disciplinary action.

(c) An emergency is defined as a recognized critical unforeseen circumstance that calls for immediate action.

(d) The Employer shall take reasonable steps to avoid a staffing situation which may become an emergency prior to requiring overtime.

ARTICLE 14

Salaries

14.08 Employees required by the Employer to attend staff meetings, and Committee meetings (except as provided in Clauses 18.04 and 34.01) shall be paid at the applicable basic rate of pay for attendance at such meetings.



ARTICLE 22  
Annual Vacation

22.02 (b) Supplementary Vacation

- (i) Upon reaching the employment anniversary of twenty-five (25) years of continuous service, Employees shall have earned a one time only additional five (5) days vacation with pay. Such supplementary vacation to be taken pursuant to the provisions of this Article.
- (ii) Upon reaching the employment anniversary of thirty (30) years of continuous service, Employees shall have earned a one time only additional five (5) days vacation with pay. Such supplementary vacation to be taken pursuant to the provisions of this Article.
- (iii) Upon reaching the employment anniversary of thirty-five (35) years of continuous service, Employees shall have earned a one time only additional five (5) days vacation with pay. Such supplementary vacation to be taken pursuant to the provisions of this Article.
- (iv) Upon reaching the employment anniversary of forty (40) years of continuous service, Employees shall have earned a one time only additional five (5) days vacation with pay. Such supplementary vacation to be taken pursuant to the provisions of this Article.
- (v) Upon reaching the employment anniversary of forty-five (45) years of continuous service, Employees shall have earned a one time only additional five (5) days vacation with pay. Such supplementary vacation to be taken pursuant to the provisions of this Article.
- (vi) Notwithstanding the carry-over provisions in Article 22.05, Supplementary Vacation may be carried over without it considering to have exceeded the carry-over limit, until the next week of Supplementary Vacation is awarded. Any supplementary vacation not taken at that time will be paid out.
- (vii) Employees shall use the supplemental vacation day increments outlined in this Article before the next supplement date is reached or the Employer shall effect payment of any unused days. Supplemental banks shall not exceed five (5) days.

- 22.05
- (a) The Employer wishes to ensure Employees are taking their allotted vacation entitlements each vacation year to have time away from work and look after their physical health and overall wellbeing.
  - ~~(a)~~(b) 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)~~(c) 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)~~(d) 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.
  - (e) The Employer can exercise its discretion to grant, in exceptional circumstances, an Employee request to be paid out for their vacation time at any time after July 1, provided that the Employee has taken the required vacation under the Employment Standards Code for the current vacation year.

ARTICLE 24

Sick Leave

24.07 If an Employee required time off for the purpose of attending a dental, physiotherapy, optical or medical appointment, provided the Employee has been given prior authorization by the Employer, such absence shall be charged against their accumulated sick leave. Employees may be required to submit satisfactory proof of such appointment. To help meet operational requirements Employees are requested to take only the necessary time away from work to attend such appointments and will not exceed three (3) hours in duration during one (1) work day when possible.

ARTICLE 25  
Workers' Compensation

**Discuss application & benefits of moving to a WCB direct payment model.**

- 25.01 Workers' Compensation Board coverage will be provided by the Employer for a Regular Employee.
- 25.02 Regular Employees shall not be paid sick leave benefits when they are absent from work and drawing Workers' Compensation benefits ~~except as provided in Article 25.06 below~~. 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.
- 25.03 Article 25.02 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.
- 25.04 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.
- 25.05 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.
- ~~25.06 (a) An Employee who is incapacitated and unable to work as a result of an accident sustained while on duty in the service of the Employer within the meaning of the Workers' Compensation Act shall continue to receive full salary at the Basic Rate of Pay provided the Employee assigns over to the Employer on proper forms the monies due from the Workers' Compensation Board for time lost due to accident. A deduction of one tenth (1/10) day shall be charged against sick leave credits for each day an Employee is off work due to an accident within the meaning of the Workers' Compensation Act. Employees shall only receive full salary at the Basic Rate of Pay to the extent that one tenth (1/10) day can be deducted from accumulated sick leave credits.~~
- ~~(b) On or after three (3) complete calendar months following the date of ratification of this Collective Agreement, an Employee who is incapacitated and unable to work as a result of an accident sustained while on duty in the service of the Employer within the meaning of the Workers' Compensation Act shall continue to receive full net take home pay. The WCB supplement paid by the Employer (i.e. top-up) shall be calculated at the Basic Rate of Pay for regularly scheduled hours of work less any statutory or benefit deductions for each day absent due to such disability provided that all of the following conditions exist:~~

- ~~(i) — the Employee assigns over to the Employer, on proper forms, the monies due to them from the WCB for time lost due to an accident; and~~
- ~~(ii) — the Employee's accumulated sick leave credits are sufficient so that an amount proportionate to the WCB supplement paid by the Employer, but in any event not less than one-tenth (1/10) day and not greater than one-fifth (1/5th) day, can be charged against such sick leave credits for each day an Employee is off work due to accident within the meaning of the WCB Act. In the event that a Regular Part-time Employee is utilizing accumulated sick leave credits to access the WCB supplement paid by the Employer (i.e. top-up), such sick leave credits shall be deducted based on the Employee's regularly scheduled hours of work; and~~
- ~~(iii) — the Employee keeps the Employer informed regarding the status of their WCB claim and provides any medical or claim information that may be required by the Employer to determine the Employee's ability to perform the work the Employer may have available.~~
- ~~(iv) — Any and all obligations of the Employer are negated should the Employee fail to keep the Employer informed of the prognosis of their condition in a prompt and timely manner.~~
- ~~(c) — The Parties recognize that the Employer may be required to reconcile payments to the Employee with subsequent assigned payments from the WCB.~~
- ~~(d) — An Employee who is in receipt of Workers' Compensation Benefits and who is not eligible to receive the WCB Supplement pursuant to Article 25.06(b) shall be deemed to be on a leave of absence without pay.~~

### Housekeeping Items

The Employer reserves the right to propose further amendments to the collective agreement which are housekeeping changes or consequential amendments.