IN THE MATTER OF A MEDIATION OF THE COLLECTIVE AGREEMENT

BETWEEN

CAPITAL CARE GROUP INC.
(the Employer)

and

THE HEALTH SCIENCES ASSOCIATION OF ALBERTA
(the Union)

MEDIATOR'S RECOMMENDATIONS FOR TERMS OF SETTLEMENT ISSUED BY ALAN KONKIN

I. INTRODUCTION:

[1] The Collective Agreement governing these parties expired on March 31, 2024. Notice to commence collective bargaining was served on December 7, 2023. Negotiations for a renewal agreement began on December 11, 2024. The parties met 15 times over the next, roughly, 1 ½ years but were unable to reach a Memorandum of Agreement.

[2] On May 13, 2026, the parties made a joint application for Informal Mediation under section 64 of the Labour Relations Code. I met with the parties on May 25 and 27 and June 1 and 10, 2026. The parties were able to resolve most of the items in dispute but cannot agree on several monetary articles. Of these items in dispute, all have already been addressed and resolved in collective bargaining at the large multi-employer table.

[3] I assessed the parties' positions on the outstanding items and agreed items, including the sectoral agreements reached with other employers as well as the historical bargaining between the parties to this Collective Agreement and determined that the enclosed recommendations, along with the previously agreed items and the agreed items during this last mediation session make up a suitable package for settlement of all outstanding issues between the parties. These recommendations represent, in my opinion, the best indication of a possible settlement for the terms for the Collective Agreement.

[4] As a consequence, my strong recommendation is that all remaining outstanding items be resolved based on the settlement reached at the multi-employer & HSAA table and based on discussions at the collective bargaining table for these parties. To do otherwise puts this employer at higher risk of staffing shortages and decreased ability of attracting new hires. It also opens up the possibility of labour unrest.

[5] The negotiating teams for each party agree in principle with the recommendations based on the above and agree to mutually recommend acceptance based on my recommendations.

[6] The Mediator's recommendation requires a vote by each party. I request that each party advise me, in writing, on or before July 31, 2026, if you accept or reject these recommendations. If this deadline is unworkable due to scheduling issues, then please request an extension in writing with a copy to the other party. If both parties accept the recommendation, then the Collective Agreement will be amended accordingly. If the recommendation is rejected, then this recommendation no longer has any meaning in this process and cannot be relied on by the parties in any way.

[7] If an outstanding proposal from either party was to amend, add to, or delete from the Collective Agreement but is not in my Recommendations on Outstanding Items or is otherwise not referenced in this document, the Collective Agreement will remain unchanged as it relates to that item.

II. Signed off Articles and Letters of Understanding

[8] During the course of bargaining, the parties signed off and agreed to the following Articles and Letters of Understanding:

- Preamble
- Article 1: Term of Collective Agreement
- Article 2: Definitions
- Article 3: Management Rights
- Article 4: Recognition and Union Business
- Article 5: Dues Deduction and Union Membership
- Article 6: No Discrimination
- Article 7: No Strike or Lockout
- Article 8: Bulletin Boards
- Article 9: Probationary Period
- Article 10: Hours of Work
- Article 11: Work Schedules and Shifts
- Article 12: Overtime
- Article 14: Salaries
- Article 15: Recognition of Previous Experience
- Article 16: Shift Differential and Weekend Premium
- Article 18: Temporary Assignments
- Article 19: Not Allocated
- Article 20: Travel Expenses
- Article 21: Vacation with Pay
- Article 22: Named Holidays
- Article 23: Sick Leave
- Article 24: Workers' Compensation

- Article 25: Employee Benefit Plans
- Article 26: Pension Plan
- Article 27: Over/Under Payments
- Article 28: Seniority
- Article 29: Promotions, Transfers and Vacancies
- Article 30: Layoff and Recall
- Article 31: Technological Change
- Article 32: Contracting Out
- Article 34: In-Service Programs
- Article 35: Court Appearance
- Article 36: Evaluations, Personnel Files, Coaching Plans and Attendance Management
- Article 37: Discipline and Dismissal
- Article 38: Resignation/Termination
- Article 39: Job Descriptions
- Article 40: Job Classification
- Article 41: Employee-Management Advisory Committee
- Article 43: Protective Clothing
- Article 44: Part-time, Temporary and Casual Employees
- Article 46: Grievance Procedure
- Article 47: Grievance Arbitration
- Article 48: Copies of the Collective Agreement
- Article 49: Subrogation
- LOU 1 re: Job Sharing
- LOU 2 re: Severance
- LOU 3 re: Decreasing or Increasing Full-time Equivalency (FTE)
- LOU 4 re: Employee Self-Directed Funded Leave
- LOU 5 re: Alternate Work Schedules
- LOU 6 re: Regulatory Practice Review Procedure
- LOU 7 re: Enhanced Benefit Spending Account (EBSA)
- LOU 9 re: Duty to Accommodate
- LOU 10 re: Coaching Plans – *delete*
- LOU 11 re: Joint Committee
- LOU 12 re: Benefit Eligible Casual Employees (BECE)
- *New* LOU re: Workload Discussion
- *New* LOU re: Article 33.07(e)

III. Recommendations on Outstanding Items

[9] Amended language contained within an Article with outstanding items in dispute, that has been agreed to by both Parties is identified in **bold type, highlighted in blue**. Existing language that has been agreed to be deleted is identified by ~~strikethrough~~, highlighted in blue.

[10] The recommendations below, identified in **bold type, highlighted in green**, deal with the outstanding items between the parties. As indicated above, based on these recommendations, the parties reached agreement in principle on the following Articles and Letters of Understanding:

Article 13: On-Call Duty – I recommend current language except for the following:

13.02 Unless otherwise agreed in writing between the Employer and the Union, on-call periods shall be scheduled at least twelve (12) weeks in advance except in cases of emergency. ~~Unless otherwise agreed between the Employer and the Employee, Employees whose on-call schedule has been changed with less than fourteen (14) calendar days' notice shall be paid at the higher on-call rate.~~

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

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

13.05 **On-Call Pay**

For each assigned hour, or part thereof, of authorized on-call duty, an Employee shall be paid:

(a) on regularly scheduled days of work, the sum of ~~three dollars and thirty cents ($3.30)~~ **seven dollars ($7.00)** per hour; and

(b) on days off and Named Holidays, the sum of ~~four dollars and fifty cents ($4.50)~~ **seven dollars ($7.00)** per hour. A Named Holiday or non-work day shall run from zero one (0001) hours on the Named Holiday or non-work day to twenty-four hundred (2400) hours of the same day.

13.10 An Employee who is called back for duty shall be reimbursed for reasonable, necessary and substantiated transportation expenses and, if the Employee travels for such purpose by private motor vehicle, reimbursement shall be paid at ~~fifty point five~~ **fifty-seven** cents ~~($0.505)~~ **($0.57)** per kilometre, or the rate per kilometre paid by the Government of Alberta, whichever is higher, from the Employee's residence and return.

Article 17: Responsibility Pay – I recommend retitling the Article to "Responsibility and Preceptor Pay" and the following changes:

17.02 Preceptor Pay

(a) An Employee assigned by the Employer to act as a Preceptor for students in:

(i) A post-secondary program recognized by the Employer, or

(ii) A specialized education, practice or training program recognized by the Employer,

shall receive an additional two dollars ($2.00) per hour for such responsibility and approved hours.

(b) The Employer will give consideration to those Employees who express interest in accepting assignments as a Preceptor.

(c) "Preceptor" shall mean an Employee who is assigned to supervise, educate and evaluate students referred to in Article 17.02(a) above.

Article 33: Leaves of Absence – I recommend current language except for the following:

33.02(f) Professional Development Days

(i) Effective date of ratification, a Regular Employee who has completed at least ninety (90) days of employment, shall be entitled to up to three (3) Professional Development Days annually paid at the Basic Rate of Pay, for professional development directly related to their discipline and scope of practice in their role.

(ii) Professional Development Days unused in each fiscal year shall not be carried forward into subsequent years.

(iii) Requests for such paid Professional Development Days shall be made in writing to the Employer as early as possible and shall not be unreasonably denied, subject to operational requirements.

33.04 **Bereavement Leave**

(a) Bereavement leave with pay of:

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

Immediate family of the Employee is defined as spouse, parent, child, brother, sister, grandchild, fiancé, step-parent, step-children, step-brother and step-sister, aunt, uncle, niece, nephew, mother-in-law, father-in-law, son-in-law, daughter-in-law, grandparent-in-law, brother-in-law, sister-in-law, legal guardian and grandparent shall be considered as members of the Employee's immediate family. "Spouse" shall include common-law or same sex relationship ~~and shall be deemed to mean a person who resided with the Employee and who was held out publicly as their spouse for a period of at least one (1) year before the death~~;

(b) Notwithstanding the provisions of Article 33.04(a), where special circumstances exist, an Employee may request that bereavement leave be divided into two (2) periods. Such request is subject to the approval of the Employer. In no circumstances, however, shall an Employee be eligible for more days off with pay than they would have been eligible to receive had the bereavement leave been taken in one (1) undivided period.

(c) In the event of the death of a close friend or another relative not defined as part of the Employee's immediate family as per 33.04(a)(i), subject to operational requirements, the Employer may grant **up to one (1) working day** ~~time~~ off with pay to attend the funeral service, and such approval will not be unreasonably denied.

33.07 **Union Business**

(e) Subject to operational requirements, when leave for Union Business is granted in accordance with 33.07 (a), (b), (c) and (d) above, the leave shall be granted with pay, provided the Union shall reimburse the Employer for ~~all monies paid to the Employee while on leave~~ **the total cost of the absence,** plus a fifteen percent (15%) administration fee.

33.09 **Critical Illness ~~of a Child~~ Leave**

(a) An Employee who has completed at least ninety (90) days employment, ~~with~~ **and is a family member of** a critically ill or injured child **or a critically**

ill qualified adult relative, requiring care or support, shall be entitled to leave of absence without pay or benefits, for a period of **up to:**

(i) thirty-six (36) weeks to care for their critically ill child**; or,**
(ii) **sixteen (16) weeks to care for their critically ill qualified adult relative**.

(b) **"**Critically ill child**"** means a child, step-child, foster child or child who is under legal guardianship, and who is under eighteen (18) years of age for whom the Employee would be eligible for the parents of critically ill child leave under the *Employment Standards Code* (Alberta).

(c) "Critically ill qualified adult relative" means a person in a relationship to the Employee for whom the Employee would be eligible for critical illness leave under the *Employment Standards Code* (Alberta) and regulations.

(**d**) At the request of the Employee, critical illness ~~of a child~~ leave may be taken in one (1) week increments.

(**e**) Where possible, an Employee shall apply for critical illness ~~of a child~~ leave at least two (2) weeks in advance of the commencement of the leave and shall advise the Employer if they want to take the leave in weekly increments.

(**f**) Employees may be required to submit to the Employer satisfactory proof demonstrating the need for critical illness ~~of a child~~ leave.

33.11 **Domestic Violence Leave**

(a) An Employee who has **completed ninety (90) days of employment and who has** been subjected to domestic violence may require time off from work to address the situation and shall be entitled to leave of absence with~~out~~ pay for up to ~~ten (10)~~ **five (5)** days per calendar year.

(b) **As per the relevant Collective Agreement articles, ~~A~~a**n Employee may access **other applicable leaves of absence or banks such as** sick leave**, personal leave, vacation, named holidays, time off in lieu of overtime, or general leave without pay** ~~banks~~ for this purpose.

(c) Personal information concerning domestic violence shall be kept confidential by the Employer.

(d) When an Employee reports that they are experiencing domestic violence, the Employer shall complete a hazard assessment and, where appropriate, may facilitate alternate work arrangements.

ARTICLE 42: WORKPLACE HEALTH, SAFETY AND WELLNESS – I recommend current language except for the following:

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

ARTICLE 45: PROFESSIONAL RESPONSIBILITY AND LICENSE/REGISTRATION RENEWAL – I recommend retitling the Article to "Professional Responsibility, License/Registration Renewal and Professional Fee Reimbursement" and the following changes:

45.04 Professional Fee Reimbursement

(a) Effective date of ratification, the Employer shall reimburse Regular and Temporary Employees up to five hundred and four dollars ($504) per registration year for professional fees/dues for active licensure in their professional college, association, licensing or governing body upon proof of payment by the Employee.

(b) In order to qualify for such reimbursement, Employees are required to have accumulated eight hundred and ten (810) hours actually worked with the Employer and paid at the Basic Rate of Pay in the previous registration year.

(c) Employees who work at multiple employers shall only be eligible for a total maximum reimbursement of one hundred percent (100%) of their dues or five hundred and four dollars ($504), whichever is less. Employees shall comply with the administrative controls in place to prevent reimbursement in excess of the annual maximum.

SALARY APPENDIX

Annual increases to be effective as follows:

April 1, 2024 – 3%
April 1, 2025 – 3%
April 1, 2026 – 3%
April 1, 2027 – 3%

I recommend the following new Letter of Understanding, and as a consequential amendment, to delete bullet point “Massage therapist” from Letter of Understanding #8 re: Article 25: Employee Benefit Plan:

LETTER OF UNDERSTANDING #TBD

between

CapitalCare
(hereinafter referred to as the Employer)

-and-

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

RE: ARTICLE 25: EMPLOYEE BENEFIT PLAN IMPROVEMENTS

1. Effective the first day of the month following ninety (90) days post ratification, the coverage provided under the Employee Benefit Plans as outlined in Article 25 shall be amended as follows:

   (a) Waiting Period and Effective Date of Coverage

      (i) Remove the existing waiting period.

      (ii) Provided the Employee is actively at work and meets the benefit eligibility criteria, coverage shall be effective the benefit eligibility date for Group Life, Accidental Death and Dismemberment (AD&D), Short Term Disability (STD) and Long Term Disability (LTD) insurance.

      (iii) The Dental Plan and the Supplemental Health Benefits Plan coverage will begin the first day of the month following the benefit eligibility date.

   (b) Diabetic Equipment:

      (i) Addition of continuous glucose monitoring monitors, including Dexcom.

   (c) Paramedical Practitioners:

      (i) Increase Massage Therapy coverage from fifty dollars ($50) per visit to seventy-five dollars ($75) per visit, to a maximum of one thousand dollars ($1,000) per participant each benefit year.

LETTER OF UNDERSTANDING #8

between

CapitalCare
(hereinafter referred to as the Employer)

-and-

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

RE: ARTICLE 25: EMPLOYEE BENEFIT PLAN

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

(a) Reimbursement of up to fifty dollars ($50) per visit, to a maximum of one thousand dollars ($1000) per practitioner classification each benefit year as listed below:

- Chiropractor
- Physiotherapist
- ~~Massage therapist~~
- Osteopath
- Chiropodist or Podiatrist
- Speech language pathologist

I recommend the following new Letter of Understanding:

LETTER OF UNDERSTANDING #TBD

between

CapitalCare
(hereinafter referred to as the Employer)

-and-

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

RE: LONG SERVICE PAY ADJUSTMENT (LSPA)

1. The Parties recognize that there are a number of experienced Employees. The Parties recognize the contribution of these Employees and wish to take steps to encourage these Employees to remain with CapitalCare.

2. As such, in addition to the rates of pay specified in the Salary Appendix, effective September 1, 2026, an Employee who has twenty (20) or more calendar years of service with CapitalCare, shall receive a two percent (2%) Long Service Pay Adjustment (LSPA). This shall form part of the Employee's Basic Rate of Pay.

3. This Letter of Understanding will expire March 31, 2028, or upon the date of ratification of the next Collective Agreement, whichever is later.

ON BEHALF OF CAPITALCARE	ON BEHALF OF THE HEALTH SCIENCES ASSOCIATION OF ALBERTA
______________________________	______________________________
DATE: ____________________	DATE: ____________________

I recommend the following new Letter of Understanding:

LETTER OF UNDERSTANDING #TBD

between

CapitalCare
(hereinafter referred to as the Employer)

-and-

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

RE: COMPENSATION REVIEW

The Parties acknowledge that a compensation review is currently underway as outlined in the Multi-Employers and the Health Sciences Association of Alberta (HSAA) Collective Agreement as per Letter of Understanding #51 and Letter of Understanding #52.

In the event that salary rates for comparable classifications within that agreement are adjusted, the Parties shall meet within ninety (90) days to review the changes.

The Parties agree that compensation for individual classifications shall remain competitive within the City of Edmonton and Sherwood Park and shall not be based on comparisons to rural or non-comparable labour markets. Accordingly, salary increases shall be applied to corresponding classifications under this Collective Agreement, unless the Employer can demonstrate that material and substantive differences exist.

This Letter of Understanding shall expire on March 30, 2028.

ON BEHALF OF CAPITALCARE	ON BEHALF OF THE HEALTH SCIENCES ASSOCIATION OF ALBERTA
______________________________	______________________________
DATE: ______________________	DATE: ______________________

I recommend the following new Letter of Understanding:

LETTER OF UNDERSTANDING #TBD

between

CapitalCare
(hereinafter referred to as the Employer)

-and-

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

RE: THERAPY ASSISTANTS - WAGES

With regard to the Therapy Assistants who became part of the bargaining unit as a result of the Alberta Labour Relation Board decision (GE-09393) dated April 9, 2026, the Employer and the Union agree to the following:

1. Effective April 9, 2026, the affected Therapy Assistants will move onto the same salary scale step that they occupied in their previous collective agreement.

2. If an Employee would receive a lower Basic Rate of Pay as a result of this transition, that Employee shall maintain their current rate until such time they are able to progress to a higher rate on the salary scale.

3. The Therapy Assistant salary scales shall be as follows:

Paramedical Technical

Therapy Assistant - OT/PT - Diploma								
	Step 1	**Step 2**	**Step 3**	**Step 4**	**Step 5**	**Step 6**	**Step 7**	**Step 8**
April 9, 2026	$27.44	$28.35	$29.29	$30.26	$31.23	$32.26	$33.31	$34.39
April 1, 2027	$28.26	$29.20	$30.17	$31.17	$32.17	$33.23	$34.31	$35.42

Therapy Assistant - OT/PT - Non-Diploma								
	Step 1	**Step 2**	**Step 3**	**Step 4**	**Step 5**	**Step 6**	**Step 7**	**Step 8**
April 9, 2026	$26.44	$27.35	$28.29	$29.26	$30.23	$31.26	$32.31	$33.39
April 1, 2027	$27.23	$28.17	$29.14	$30.14	$31.14	$32.20	$33.28	$34.39

IV Ratification by the Parties

[10] The Mediator's Recommendations are non-binding and require a vote by each party. As indicated above, I request that each party advise me, in writing, on or before 5:00 pm, July 31, 2026, if you accept or reject these recommendations. If this deadline is unworkable due to scheduling issues, then please request an extension in writing with a copy to the other party. If both parties accept the recommendation, then the Collective Agreement will be amended accordingly. If the recommendation is rejected, then this recommendation no longer has any meaning in this process and cannot be relied on by the parties in any way.

[11] Thank you to the bargaining teams for their diligence and hard work in collective bargaining and in reaching an agreement in principle based on these recommendations.

TENTATIVE AGREEMENT

Between

CAPITALCARE

And

THE HEALTH SCIENCES ASSOCIATION OF ALBERTA

NOTE #1: See the mediator's recommendation for further changes.

NOTE #1: This document addresses amendments, additions and deletions to the current collective agreement language **ONLY**. Any/all current language not specifically addressed in this document is to be considered unchanged.

~~RED~~	deleted language
BLUE	new language

ARTICLES OF A COLLECTIVE AGREEMENT

BINDING

CapitalCare

AND

HEALTH SCIENCES ASSOCIATION OF ALBERTA

(PARAMEDICAL PROFESSIONAL)
and
(PARAMEDICAL TECHNICAL)

FOR THE PERIOD

APRIL 1, 2024 TO MARCH 31, 2028

PREAMBLE

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

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

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

ARTICLE 1: TERM OF COLLECTIVE AGREEMENT

1.01 Except where specifically provided otherwise, the terms of this Collective Agreement shall be effective from the date upon which both parties exchange notice of ratification by the principals of this Collective Agreement, up to and including the thirty-first (31st) day of March, ~~2024~~**2028**, and from year to year thereafter unless notice, in writing, is given by either party to the other not less than sixty (60) calendar days nor more than one hundred and twenty (120) calendar days prior to the expiration date of its desire to change or amend this Collective Agreement.

1.02 Where notice is served by either party under the Labour Relations Code to commence Collective Bargaining, this Collective Agreement shall continue in full force and effect until either:

(a) a settlement is agreed upon and a new Collective Agreement is ratified; or

(b) if a settlement is not agreed upon, a new Collective Agreement is executed as provided in the Labour Relations Code; or

(c) a strike or lockout commences.

1.03 An Employee whose employment has terminated prior to the signing of this Collective Agreement is eligible to receive retroactively any increase(s) to basic hourly salary schedules that they would have received but for the termination of employment upon the submission of a written application to the Employer within ninety (90) calendar days of the ratification of the Collective Agreement.

ARTICLE 2: DEFINITIONS

In this Collective Agreement:

2.01 “Arbitration” shall take meaning from the section of the appropriate Code dealing with the resolution of a difference.

~~2.04~~**2.02 “Basic Rate of Pay” shall take the following meaning:**

(a) For Employees in the paramedical professional unit, “Basic Rate of Pay” is the step in the scale applicable to the Employee as set out in the Salaries Appendix inclusive of premium payable in Article 18.01 (Temporary Assignments), **and Letter of Understanding XX (Long Service Pay Adjustment),** but exclusive of all other allowances and premium payments.

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

~~2.03~~**2.03** “Board” means the Board of Directors of CapitalCare.

~~2.06~~**2.04** “Chief Operating Officer” means the senior person responsible to the Board of Directors of CapitalCare.

~~2.07~~**2.05** “Code” means *The Labour Relations Code* as amended from time to time.

~~2.08~~**2.06** “Employee” means any person employed in the bargaining unit referred to in Article 4.01, or who performs functions of a paramedical professional or paramedical technical nature. It shall further include any person employed in any new classification added to the bargaining unit in the future pursuant to Article 40.

~~2.09~~**2.07** All Employees will be designated as follows:

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

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

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

(b) "Casual Employee" is a person who:

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

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

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

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

(i) for a specific job of more than three (3) months and less than twelve (12) months; or

(ii) to replace a Full-Time or Part-Time Employee who is on an approved leave of absence for a period in excess of three (3) months; or

(iii) to replace a Full-Time or Part-Time Employee who is on a leave due to illness or injury where the duration of such leave is anticipated to be in excess of three (3) months.

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

~~2.03~~**2.08** "Employer" is the Capital Care Group Inc. operating as CapitalCare. It also means and includes, such officers as may, from time to time, be appointed or designated by the Employer to carry out its administrative duties.

~~2.11~~**2.09** "Gross Earnings" shall mean all monies paid by the Employer and earned by an Employee under the terms of this Collective Agreement.

~~2.15~~**2.10** "Job Steward" means an Employee of the Employer designated by the Union to act as an Employee representative in the administration of the Collective Agreement.

~~2.16~~**2.11** "Local Unit Representative" may mean a local unit chair, or two (2) co-chairs, group representatives and/or other positions as determined by the local unit. Local Unit Representatives shall form the local unit executive. The role of the local unit executive is to advocate for and engage their members. Local unit representatives are elected by members of the local unit. Unless pre-authorized by the Employer, the Local Unit Representatives shall not conduct union business while on duty nor shall they conduct union business in such a manner that it interferes with any Employee performing their employment duties.

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

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

~~2.10~~**2.14 "Site/Program" -** CapitalCare currently defines its existing sites/programs as:

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

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

~~2.02~~**2.15** "Union" means the Health Sciences Association of Alberta.

~~2.14~~**2.16** Throughout this Collective Agreement, a word used in the singular applies also in the plural and vice versa.

ARTICLE 5: DUES DEDUCTION AND UNION MEMBERSHIP

5.01 Membership in the Union is voluntary.

5.02 Notwithstanding the provisions of Article 5.01, the Employer will deduct from the gross earnings of each Employee covered by this Collective Agreement an amount equal to the dues as specified by the Union, provided the deduction formula is compatible with the accounting system of the Employer. Such deductions shall be forwarded to the Union not later than the fifteenth (15th) day of the month following and shall be accompanied by a list showing the name and classification and category [Regular, Temporary, Casual (including Employees on recall)] of the Employees from whom deductions have been taken and the amount of the deductions and gross earnings of each Employee. Such list shall indicate newly hired and terminated Employees, and, where the existing computer system is capable, status of Employees, the increment level, Employees reclassified, promoted or transferred outside the scope of this Collective Agreement, **phone number** and address of Employees.

5.03 Dues will be deducted from an Employee during sick leave with pay and during a leave of absence with pay.

5.04 The Union shall give not less than thirty (30) days notice of any change in the rate at which dues are to be deducted.

5.05 The Employer will record the amount of Union dues deducted on the T4 forms issued to an Employee for income tax purposes.

5.06 The Union shall give not less than thirty (30) days notice of a Special Assessment deduction.

5.07 When and if possible, an electronic copy of monthly dues that are outlined in Article 5.02 above shall be supplied to the Union.

ARTICLE 6: NO DISCRIMINATION

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

6.02 Article 6.01 shall not apply with respect to a refusal, limitation, specification or preference based on a bona fide occupational requirement.

6.03 The Employer, the Union and Employees recognize a joint responsibility to provide respectful, secure, and supportive work environments for all individuals. The Employer will maintain policies in support of these principles. If workplace violence or harassment has occurred, the Employer, the Union and Employees shall take appropriate action to ensure it ceases. **For clarity, harassment does not include reasonable actions by a supervisor to give performance feedback or manage the workplace.**

ARTICLE 9: PROBATIONARY PERIOD

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

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

(c) **Should an Employee transfer to a new position before the completion of their probationary period, their probationary period will be restarted, commencing on the date of transfer. At the discretion of the Employer, restarting the probationary period may be waived or adjusted.**

9.02 The Employer shall provide a written evaluation to each probationary Employee prior to the completion of their probationary period. The written evaluation will notify the Employee of any improvements that need to be made and provide the Employee with an opportunity to correct them during the probationary period. If, in the opinion of the Employer, the Employee is found to be unsatisfactory, they may be terminated without notice and without recourse to the grievance procedure.

9.03 An Employee who has completed their probationary period and has remained in a position covered by the same certificate shall not subsequently be placed on probation.

9.04 If, in the opinion of the Employer, the Employee's performance is found to be unsatisfactory, the Employee's probationary period may be extended up to six (6) months, if mutually agreed upon by the Union and the Employer. During the extended period, the Employee shall be given regular feedback regarding their performance.

ARTICLE 11: WORK SCHEDULES AND SHIFTS

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

11.02 **Shift Scheduling Standards and Premiums for Non-Compliance**

(a) Except in cases of emergency or by mutual agreement in writing between the Employer, the Employee, and the Union, shift schedules shall provide for:

(i) at least two (2) of the scheduled days off to be consecutive in each two (2) week period;

(ii) where possible one (1) weekend off in each two (2) week period but, in any event, two (2) weekends off in each five (5) week period;

(iii) at least fifteen (15) hours off duty between the end of one shift and the commencement of the next shift;

(iv) not more than seven (7) consecutive scheduled days of work.

(b) Where the Employer is unable to provide the provisions of Article 11.02(a)(i), (ii), (iii), or (iv) and an emergency has not occurred, nor has it been mutually agreed in writing otherwise, the following conditions shall apply:

(i) failure to provide days off in accordance with Article 11.02(a)(i) shall result in the payment to each affected Employee of two times (2X) their Basic Rate of Pay for one (1) regular shift worked during the two (2) week period;

(ii) failure to provide both of the required two (2) weekends off duty in accordance with Article 11.02(a)(ii) shall result in payment to each affected Employee of two times (2X) their Basic Rate of Pay for each of four (4) regular shifts worked during the five (5) week period;

(iii) failure to provide one (1) of the required two (2) weekends off duty in accordance with Article 11.02(a)(ii) shall result in payment to each affected Employee of two times (2X) their Basic Rate of Pay for each of two (2) regular shifts worked during the five (5) week period;

(iv) failure to provide fifteen (15) hours off duty in accordance with Article 11.02(a)(iii) shall result in payment of two times (2X) the Basic Rate of Pay for all hours worked on that next shift.

(c) For the purpose of this provision, “weekend” shall mean a consecutive Saturday and Sunday assuring a minimum of fifty-six (56) hours off duty.

(d) An Employee required to rotate shifts shall be assigned day duty approximately one-third (1/3) of the time unless mutually agreed to by the Employer, the Employee and the Union provided that, in the event of an emergency or where unusual circumstances exist, the Employee may be assigned to such shift as deemed necessary by the Employer.

For the purpose of applying this provision:

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

(ii) time off on vacation shall only be considered as day duty if day duty would have been worked by the Employee according to the shift schedule save and except for the vacation.

(e) Where necessary, optional scheduling provisions may be mutually agreed to in writing between the Employer and the Union.

11.03 **Schedule Posting and Schedule Changes**

(a) Unless otherwise agreed between the Employer and the Union in writing, shift schedules shall be posted twelve (12) weeks in advance. Except in cases of emergency or by mutual agreement between the Employer and the Employee, if a shift schedule is changed after being posted, the affected Employees shall be provided with fourteen (14) calendar days' notice of the new schedule. In the event that an Employee's schedule is changed in the new shift schedule and they are not provided with fourteen (14) calendar days' notice, they shall be entitled to premium payment subject to the provisions of Article 11.03(b), (c) and (d).

(b) Unless an Employee is given at least fourteen (14) calendar days' notice of a change of their scheduled day(s) off they shall be paid two times (2X) their Basic Rate of Pay for all hours worked on such day(s) unless such change is at the Employee's request.

(c) If, in the course of a posted schedule, the Employer changes the Employee's scheduled shift (i.e.: days to evenings, days to nights or evenings to nights) but not their day off, they shall be paid at the rate of two times (2X) their Basic Rate of Pay for all hours worked on the first shift of the change schedule unless fourteen (14) calendar days' notice of such change has been given.

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

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

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

11.06 **Employee Shift ~~Trading~~ Exchange**

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

ARTICLE 13: ON-CALL DUTY – see Mediator's Recommendation for Settlement

ARTICLE 15: RECOGNITION OF PREVIOUS EXPERIENCE

15.01 Salary recognition **for new Employees** shall be granted for **previous** work experience satisfactory to the Employer (including experience in the private sector) provided not more than five (5) years have elapsed since such experience was obtained ~~as outlined in the following guidelines:~~ For regulated professions, the Employer may recognize work experience notwithstanding a break in service of more than five (5) years if the Employee has fulfilled the licensing requirements of the Employee's professional body to maintain standing in that profession. **Concurrent service will not be recognized**.

15.02 In accordance with Article 15.01, a new Employee's salary shall be adjusted as outlined in the following guidelines:

(a) One (1) annual increment for two thousand and twenty-two point seven five (2022.75) regular hours of work experience within the last six (6) years.

(b) Two (2) annual increments for three thousand eight hundred and fifty-one point seven five (3851.75) regular hours of work experience within the last seven (7) years.

(c) Three (3) annual increments for five thousand six hundred and eighty point seven five (5680.75) regular hours of work experience within the last eight (8) years.

(d) Four (4) annual increments for seven thousand five hundred and nine point seven five (7509.75) regular hours of work experience within the last nine (9) years.

(e) Five (5) annual increments for nine thousand three hundred and thirty-eight point seven five (9338.75) regular hours of work experience within the last ten (10) years.

(f) Six (6) annual increments for eleven thousand one hundred and sixty-seven point seven five (11,167.75) regular hours of work experience within the last eleven (11) years.

(g) Seven (7) annual increments for twelve thousand nine hundred and ninety-six point seven five (12,996.75) regular hours of work experience within the last twelve (12) years.

(h) Eight (8) annual increments for fourteen thousand eight hundred and twenty-five point seven five (14,825.75) regular hours of work experience within the last thirteen (13) years.

15.**03** Additional hours worked, and not credited for purposes of initial placement on the salary scale, shall be applied towards the calculation of the next increment.

15.**04** ~~At the time of hire,~~ **T**he Employer shall advise ~~all~~ **the** Employees in writing as to the applicable pay grade and step in the Salary Appendix. ~~including~~ **The letter of hire shall** reference ~~to the~~ recognition of previous experience.

15.05 A new Employee shall submit all required documentation from their previous employer(s) as soon as possible, and no later than sixty (60) days from the date of hire. Once placement on the salary scale is established, the new wage rate shall be paid retroactive to the Employee's start date.

15.06 If the Employee fails to provide the required documentation within sixty (60) days of their date of hire, and no extension was in place, recognition of previous experience will commence from the date the required documentation is received in full. A request for an extension shall not be unreasonably denied.

ARTICLE 17: RESPONSIBILITY PAY – see Mediator's Recommendation for Settlement

ARTICLE 20: TRAVEL EXPENSES

20.01 For the purposes of clarity and communication the requirement to provide an automobile shall be included in job postings and letters of hire.

20.02 When an Employee, at the request of the Employer, travels by private motor vehicle, reimbursement shall be paid at ~~fifty point five cents ($0.505)~~ **fifty-seven cents ($0.57)** per kilometre, or the rate per kilometre paid by the Government of Alberta, whichever is higher.

20.03 When an Employee is required by the Employer to travel for employment purposes, they shall be reimbursed for all reasonable expenses supported by receipts as required by the Employer according to the Employer's Policy at rates not less than rates specified on the date of ratification for this Collective Agreement.

20.04 Employees who are required to use their personal vehicles for Employer business, and to maintain business use insurance coverage as a result, shall be required to submit evidence of business insurance coverage when the vehicle is used on such business. The Employer shall reimburse the Employee as follows:

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

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

ARTICLE 25: EMPLOYEE BENEFIT PLANS

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

(a) Alberta Health Care Insurance Plan, as applicable.

(b) A benefit plan providing for:

(i) Group Life Insurance one times (1X) basic annual earnings rounded up to the next higher one thousand dollars ($1,000.00) with an option for additional life insurance which when combined with the above adds up to at least twice annual earnings rounded to the next highest one thousand dollars ($1,000.00);

(ii) Accidental Death & Dismemberment Insurance (amount equal to group life insurance);

(iii) Short Term Disability (STD) (income replacement for a period of up to 24 weeks, (which for a Full-Time FTE adds up to one hundred and twenty (120) working days) during a qualifying disability equal to sixty-six and two-thirds percent (66 2/3%) of basic weekly earnings to the established maximum following a seven (7) calendar day elimination period where applicable. The STD shall become effective on the first working day following the expiry of sick leave credits in the case of absence due to injury or hospitalization. In the particular case of Employees who have insufficient sick leave credits to satisfy the seven (7) calendar day elimination period, the STD shall commence on the eighth (8th) day following the commencement of non-hospitalized sickness);

(iv) Long Term Disability (LTD) (income replacement during a qualifying disability equal to sixty-six and two-thirds percent (66 2/3%) of basic monthly earnings to the established maximum following a 26 week elimination period (which for a Full-Time FTE adds up to one hundred and twenty (120) working day elimination period);

(v) A Dental Plan, which plan provides eighty percent (80%) reimbursement of eligible basic dental expenses, fifty percent (50%) of eligible extensive dental expenses and fifty percent (50%) of eligible orthodontic dental expenses in accordance with the current Alberta Blue Cross Usual and Customary Dental Fee Schedule and within the limits of the plan. A maximum annual reimbursement of three thousand dollars ($3,000.00) per insured person per benefit year shall apply to extensive services. Orthodontic services shall be subject to a lifetime maximum reimbursement of three thousand dollars ($3,000.00) per insured person;

(vi) Alberta Blue Cross Supplementary Health Benefits Plan, or equivalent, which includes eighty percent (80%) direct payment for all physician or dentist prescription medication that is eligible under the plan and prescribed in accordance with the plan.

(c) ~~At the Employer's option,~~ **Providing there are no legislative changes,** a Supplemental Unemployment Benefit Plan to supplement an eligible Employee's Employment Insurance to meet the Employer's obligation to provide benefit payments during the valid health-related period for being absent from work due to pregnancy for which they have provided satisfactory medical substantiation. The Employer shall provide information regarding the Supplemental Unemployment Benefit Plan to all Employees when they request Maternity Leave as per Article 33.05.

25.02 Where the benefits specified in Article 25.01 are provided through insurance obtained by the Employer, the administration of such plans shall be subject to and governed by the terms and conditions of the applicable benefits policies or contracts.

25.03 The premiums will be cost shared seventy-five percent (75%) by the Employer and twenty-five percent (25%) by the Employee.

25.04 During the first twenty-four (24) months an Employee is on LTD, they may continue participation in the Alberta Health Care Insurance Plan by paying the full premium costs to the Employer.

25.05 An Employee shall cease to earn sick leave credits and vacation credits while on STD and LTD.

25.06 The Employer shall distribute relevant information concerning the above plans, to all Employees upon hiring, and when there are changes to the plan.

25.07 (a) Such coverage shall be provided to:

(i) a Regular Full-Time Employee; and

(ii) a Regular Part-Time Employee whose hours of work are equal to or greater than fifteen (15) hours per week averaged over one (1) complete cycle of the shift schedule; and

(iii) a Temporary Employee who is hired to work for a position of six (6) months duration or longer and whose hours of work are equal to or greater than fifteen (15) hours per week averaged over one (1) complete cycle of the shift schedule.

(b) Regular and Temporary Part-Time Employees whose hours of work average less than fifteen (15) hours per week over one (1) complete cycle of the shift schedule, Temporary Employees hired for a position of less than six (6) months duration, and Casual Employees, are not eligible to participate in the Employee Benefits Plan.

25.08 (a) The Employer will provide one (1) copy of each of the plans to the Union.

(b) The Employer shall advise the Union of all premium rate changes pursuant to Article 25.01(b).

25.09 An Employee who recommences employment within six (6) months of the date that they voluntarily terminated benefit-eligible employment with CapitalCare shall not be required to serve a waiting period for benefits.

ARTICLE 27: ~~OVER/UNDER~~ UNDERPAYMENTS AND OVERPAYMENTS

27.01 **Employees are responsible for regularly reviewing their pay advice statements to ensure accuracy. Where a compensation error is identified by the Employee, they shall report it to their supervisor upon discovery.**

27.02 In the event that an Employee is ~~over or~~ under compensated by error on the part of the Employer, by reason of wages and /or entitlements, **the Employer shall confirm in writing of the underpayment. Should the Employee so request, all calculations of the wages andlor entitlements error shall be forwarded to the Employee. T**he Employer shall correct such compensation error not later than the second **(2nd)** following pay day that the error is discovered or not later than a time frame that is mutually agreeable to the Employer and the Employee. If an ~~under payment~~ **underpayment** is not corrected by the second **(2nd)**

following pay day, the Employee shall have ten (10) days to file a grievance as outlined in Article 46 (Grievance Procedure).

27.03 In the case of an ~~over/under payment~~ **overpayment that the Employer intends to recover,** the Employer shall notify the Employee in writing that an overpayment has been made and discuss repayment options. Should the Employee so request all calculations of the wages and/or entitlements error shall be forwarded to the Employee. By mutual agreement between the Employer and the Employee, repayment arrangements shall be made, **including the amount the Employer will recover during each pay period.** 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.

ARTICLE 33: LEAVES OF ABSENCE – see Mediator's Recommendation for Settlement

ARTICLE 36: EVALUATIONS, PERSONNEL FILES, COACHING PLANS AND ATTENDANCE MANAGEMENT PROGRAM ~~AND EMPLOYEE MEDICAL FILES~~

36.01 (a) The parties to this Collective Agreement recognize the desirability of Employee evaluations. Evaluations shall be conducted at least once every two (2) years.

(b) Evaluations shall be for the constructive review of the performance of the Employee.

36.02 All such evaluations shall be in writing.

36.03 (a) Meetings for the purpose of the evaluation interview shall be scheduled by the Employer with reasonable advance notice, and unless otherwise mutually agreed between the Employee and Employer, shall not be less than forty-eight (48) hours. The Employee may review their personnel file prior to the interview upon their written request.

(b) The Employee shall be given a copy of their completed evaluation at the conclusion of the interview or no later than ten (10) calendar days from the interview date. The Employee shall sign the completed evaluation document upon receipt for the sole purpose of indicating that they are aware of the evaluation. They shall have the right to respond in writing within ten (10) calendar days of receipt of the evaluation document, and their reply shall be placed in their personnel file.

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

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

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

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

36.06 Coaching Plans

Coaching plans are non-disciplinary and supportive in nature. Coaching includes, but is not limited to, helping an Employee understand expectations and strengthen the skills needed to succeed in their current and future roles.

36.**07** Attendance Management Program

(a) Employees who have disclosed a disability that may affect their regular attendance may be referred to the Employer's Disability Coordinator for support.

(b) An Employee who is in the Employer's Attendance Management Program and has been asked to attend a meeting with the Employer may be accompanied by a representative of the Union at such meeting.

(c) The Employer will notify the Union of changes to its Attendance Management Program at least thirty (30) days prior to a new program being implemented.

ARTICLE 37: DISCIPLINE AND DISMISSAL

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

37.02 Unsatisfactory conduct by an Employee which is not considered by the Employer to be serious enough to warrant suspension or dismissal may result in a written warning to the Employee within twenty (20) working days of the date the Employer became reasonably aware of, or should have become aware of the occurrence of the act. An electronic copy of the letter shall be forwarded to the Union office within two (2) working days. The written warning shall indicate that it is disciplinary action.

37.03 Unsatisfactory performance by an Employee which is considered by the Employer to be serious enough to be entered on the Employee's record, but not serious enough to warrant suspension or dismissal, may result in a written warning to the Employee within twenty (20) working days of the date the Employer became reasonably aware of, or should have become aware of the occurrence of the act. An electronic copy of the letter shall be forwarded to the Union office within two (2) working days of the disciplinary action. The written warning shall indicate that it is disciplinary action. It shall state a definite period in which improvement or correction is expected and, at the conclusion of such time, the Employee's performance shall be reviewed with respect to the discipline. The Employee shall be informed in writing of the results of the review. The assignment of an improvement or correction period shall not act to restrict the Employer's right to take further action during said period should the Employee's performance so warrant.

37.04 The procedures stated in Articles 37.02, 37.03 and 37.10 do not prevent immediate suspension or dismissal for just cause.

37.05 An Employee who has received a written warning, ~~or~~ has been suspended or dismissed shall receive from the Employer, in writing, the reason(s) for the warning, suspension, or dismissal, and a copy of the letter shall be sent in electronic format to the Union within two (2) working days.

37.06 Any written documents pertaining to disciplinary action or dismissal shall be removed from the Employee's file when such disciplinary action or dismissal has been grieved and determined to be unjustified.

37.07 **(a)** ~~An Employee, who has been subject to disciplinary action, shall after two (2) years~~ **After eighteen (18) months of continuous service, exclusive of absences of thirty (30) consecutive days or more,** from the date the disciplinary measure was initiated, **it shall be deemed removed from the Employee's personnel file,** ~~request in writing that their record be cleared of that disciplinary action~~ provided the Employee's file does not contain any further record of disciplinary action during the ~~two (2) year~~ **eighteen (18) month** period. ~~The Employer shall confirm in writing to the Employee that such action has been effected.~~

(b) **After the timeline in 37.07(a) has elapsed, the Employer shall not rely on such disciplinary measure in responding to new misconduct or performance issues.**

37.08 An Employee who is dismissed may receive their termination entitlements at the time they leave.

37.09 For purposes of this Article, a working day shall mean consecutive calendar days exclusive of Saturdays, Sundays and Named Holidays specified in Article 22.

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

37.11 Mandatory Reporting to Regulatory Bodies

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

ARTICLE 40: JOB CLASSIFICATIONS

40.01 **New Classifications**

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

(a) The Employer shall establish a ~~position~~ **classification** title and a salary scale and give written notice of same to the Union.

(b) If the Union does not agree with the ~~position~~ **classification** title and/or the salary scale, representatives of the Employer and the Union, shall, within thirty (30) days of the creation of the new classification or the inclusion of a new classification in the bargaining unit, meet for the purpose of establishing a ~~position~~ **classification** title and salary scale for the new classification.

(c) Should the parties, through discussion and negotiation, agree in regard to a salary scale for the new classification the salary scale shall be retroactive to the date that the new classification was implemented.

(d) Should the parties through discussion and negotiation not be able to agree to a ~~position~~ **classification** title, it is understood that the Employer's decision in respect to the ~~position~~ **classification** title shall not be subject to the Grievance and Arbitration procedure contained in this Collective Agreement or in the **C**ode.

(e) Should the parties not be able to agree, the Union may, within sixty (60) days of the date the new classification was created or included in the bargaining unit, refer the salary scale to arbitration. Should the Union not refer the matter to arbitration within the stated time limit, the final position of the Employer, as stated in negotiations, shall be implemented.

40.02 **Classification Review**

(a) An Employee who has good reason to believe that they are improperly classified may apply in writing to the Manager of the Department to have their classification reviewed. The Manager of the Department will give consideration to such application and notify the Employee of their decision within ninety (90) days of receipt of the application.

(b) Should the Employee feel that they have not received proper consideration in regard to a classification review, they may request that the matter be further reviewed by discussion between the Union and the Employer.

(c) The Employer shall notify the Union of their position within thirty (30) days of the matter being brought to them by the Union.

(d) (i) Where the decision of the Employer relates to an Employee-initiated request for a change in classification, the Employer's decision shall not be subject to the Grievance Procedure and Arbitration.

(ii) Where the decision of the Employer relates to an Employer-initiated down-grading in classification, the affected Employee shall be entitled to use the Grievance Procedure and Arbitration.

ARTICLE 42: WORKPLACE HEALTH, SAFETY AND WELLNESS – see Mediator's Recommendation for Settlement

ARTICLE 45: PROFESSIONAL RESPONSIBILITY AND LICENSE/REGISTRATION RENEWAL – see Mediator's Recommendation for Settlement

ARTICLE 46: GRIEVANCE PROCEDURE

46.01 ~~Definition of Time Periods~~ **General Provisions**

(a) At each step of the grievance procedure, the Parties shall exchange information relevant to the issue in dispute that would assist in resolving the grievance.

~~(a)~~**(b)** For the purpose of this Article and Article 47 (Grievance Arbitration), periods of time referred to in days shall be deemed to mean such periods of time calculated on consecutive calendar days exclusive of Saturdays, Sundays and Named Holidays specified in Article 22.01(a).

~~(b)~~**(c)** Time limits may be extended by mutual agreement, in writing, between the Union and the Employer.

46.02 **Individual/Group Grievance - Resolution of a Difference Between ~~an~~ one or more Employees and the Employer**

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

(i) If a difference arises between one or more Employees and the Employer regarding the interpretation, application, operation or alleged contravention of this Collective Agreement, the Employee(s) shall first seek to settle the difference through discussion with their Manager. If it is not resolved in this manner, it may become a grievance and be advanced to Step 2.

(ii) However, the mandatory formal discussion stage set out in Article 46.02(a)(i) may be bypassed when the Employee has been given a letter of discipline pursuant to Article 37 (Discipline & Dismissal).

(iii) In the event that the difference is of a general nature affecting two or more Employees, the Union may elect to file the grievance as a group grievance. A group grievance shall be commenced at Step 2.

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

The grievance shall be submitted, in writing, and signed by the Employee, indicating the nature of the grievance, the clause or clauses claimed to have been violated, and the redress sought to the Step 2 Designate, within ten (10) days of the act causing the grievance, or within ten (10) days of the time that the Employee could reasonably have become aware that a violation of this Collective Agreement had occurred. Upon receipt of the grievance, a meeting, ~~which may be arranged by either party,~~ shall occur within ten (10) days. The decision of the Step 2 Designate shall be made known to the Employee and the Union within ten (10) days of the date of the meeting.

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

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

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

(iii) **A dismissal grievance shall commence at Step 3. Time limits for filing of a dismissal grievance shall be as stated in Article 46.02(b).**

(d) Optional Mediation

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

(e) Step 4 (Arbitration)

Should the grievance not be resolved at Step 3, the Union may elect to submit the grievance to Arbitration **pursuant to Article 47**. In this case, the Union shall notify the Employer, in writing, within ~~ten (10)~~ **twenty (20)** days of the receipt of the decision of the ~~Administrator or Director of Human Resources~~ Site Director or designate. ~~that the Union wishes to proceed to Arbitration, and at the same time, the Union shall name its appointee to the Arbitration Board. By mutual agreement between the parties, in writing, a single Arbitrator may be appointed.~~

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

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

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

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

46.03 **Policy Grievance - Resolution of a Difference between the Union and the Employer**

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

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

(b) Step 2 (Arbitration)

Should ~~the Union~~ **either Party** elect to submit a policy grievance as defined herein for Arbitration, it shall notify the ~~Employer~~ **other Party,** in writing, within ~~ten (10)~~ **twenty (20)** days of the receipt of the decision. ~~of the Director of Human Resources, or their designate, and name its appointee to an Arbitration Board at the same time. By mutual agreement, in writing, between the parties, a single Arbitrator may be appointed.~~

46.04 **Default**

(a) Should the grievor fail to comply with any time limit in this grievance procedure, the grievance will be considered conceded and shall be abandoned unless the parties to the difference have mutually agreed, in writing, to extend the time limit.

(b) Should the Employer fail to respond within the time limit set out in this grievance procedure, the grievance shall automatically move to the next step or be advanced to Arbitration on the day following the expiry of the particular time limit unless the parties have mutually agreed, in writing, to extend the time limit.

ARTICLE 47: GRIEVANCE ARBITRATION

47.01 Within ten (10) days following receipt of notification pursuant to Article 46.02(e) or 46.03(b) that a grievance has been referred to ~~an~~ Arbitration ~~Board, the Employer shall advise the Union of its appointee to the Arbitration Board. The appointees~~ **The Union and Employer** shall, ~~within ten (10) days,~~ endeavour to select a mutually acceptable ~~chairman of the Arbitration Board~~ **Arbitrator**. ~~If they fail to agree, the Minister of Human Resources and Employment shall be requested to appoint a Chairman, or a single arbitrator, pursuant to the Code.~~

47.02 At the request of either Party, a three-person Arbitration Board, rather than a single Arbitrator, shall be used. Each Party shall appoint their nominee to the Arbitration Board within ten (10) days of receipt of the notification.

47.03 If they fail to agree, the ~~Minister of Human Resources and Employment~~ **Director of Mediation Services** shall be requested to appoint ~~a Chairman, or a single~~ **an** Arbitrator or Chair, pursuant to the Code.

47.**04** The ~~Arbitration Board or the single~~ Arbitrator **or the Arbitration Board** shall hold a hearing of the grievance to determine the difference and shall render an award in writing as soon as possible after the hearing. The Chairman of the Arbitration Board shall have authority to render an award with or without the concurrence of either of the other members. The award is final and binding upon the parties and upon any Employee affected by it and is enforceable pursuant to the Code.

47.**05** The award shall be governed by the terms of this Collective Agreement and shall not alter, amend or change the terms of this Collective Agreement; however, where ~~a Board of Arbitration or~~ an Arbitrator **or Arbitration Board**, by way of an award, determines that an Employee has been discharged or otherwise disciplined by an Employer for cause and the Collective Agreement does not contain a specific penalty for the infraction that is the subject matter of the Arbitration, the Arbitrator may substitute any penalty for the discharge or discipline that to them seems just and reasonable in all circumstances.

47.**06** Each of the parties shall bear the expense of its appointee to the Arbitration Board. The fees and expenses of the ~~Chairman or single~~ Arbitrator **or Chair** shall be borne equally by the parties.

47.**07** Any of the time limits herein contained in Arbitration proceedings may be extended if mutually agreed to in writing by the parties.

ARTICLE 48: COPIES OF COLLECTIVE AGREEMENT

48.01 The final version of the Collective Agreement shall be maintained in

electronic form and both the Employer and the Union shall be provided with an electronic copy of the final version for the Collective Agreement.

48.**02** **The Employer and the Union shall each maintain an electronic copy of this Collective Agreement on their respective websites for members of this bargaining unit.** The Employer shall provide a**n electronic** copy of this Collective Agreement to each new Employee upon appointment.

48.**03** **A small number of copies of the** ~~The~~ Collective Agreement shall be printed by the Union in a format acceptable to both parties. ~~and~~ **T**he cost **of printing** shall be shared **proportionally** ~~equally~~ between the parties **according to the number of copies requested by each party.**

~~48.03 The final version of the Collective Agreement shall be maintained in electronic form and both the Employer and the Union shall be provided with an electronic copy of the final version of the Collective Agreement.~~

LETTER OF UNDERSTANDING #3

BETWEEN

CapitalCare
(hereinafter referred to as the Employer)

-and-

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

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

1. Request by Employee to Decrease FTE

(a) An Employee who requests to decrease their FTE shall put the request in writing to their immediate Supervisor and must state whether the FTE adjustment is permanent or temporary. The Employer shall have the right to accept or reject any request for alteration of the Employee's FTE based upon operational requirements. ~~The Employer shall advise the Union of the request, and if the request is denied shall provide the reason for the denial.~~ The Employer shall indicate approval or denial of the request, in writing **to the Employee**, within fourteen (14) days of the Employee's request **along with the reason for denial if denied. The Employee shall advise the Union of the request, and if the request is denied shall provide the reason for the denial.**

(b) Where the number of Employees making such requests to the Employer exceeds the number of requests that may be granted, the requests shall be granted in order of seniority of those Employees that can be accommodated.

(c) If the number of hours requested to be relinquished is less than or equal to zero point four (0.4) FTE, the residual hours may be offered to other Regular Part-Time Employees in the same classification, working in the Site/Program, in order of seniority. In the event no Employees are interested in increasing their FTE, the resulting FTE may be posted in accordance with Article 29 (Promotions, Transfers and Vacancies).

(d) If the number of hours requested to be relinquished is more than zero point four (0.4) FTE, the Union and the Employer shall meet to discuss how the residual hours may be distributed and/or posted. If the parties cannot agree, then the resulting FTE will be posted in accordance with Article 29 (Promotions, Transfers and Vacancies).

(e) Where a request to reduce FTE is approved, the Employer shall issue a letter to the Employee confirming the Employee's new FTE.

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

2. Increasing FTE

(a) Should the Employer receive additional funding that would result in an increase in the FTE of the position(s), the Employer shall advise the Union to determine whether the provisions of this Letter of Understanding shall apply.

(b) Should the additional funding received result in an increase to FTE of less than or equal to zero point four (0.4) FTE, the additional hours may be offered, where operationally feasible, to other Regular Part-Time Employees in the same classification, working in the Site/Program, in order of seniority.

(c) Should the additional funding received result in an increase to FTE of more than zero point four (0.4) FTE the Union and the Employer shall meet to discuss how the residual hours may be distributed and/or posted. If the parties cannot agree, then the resulting FTE will be posted in accordance with Article 29 (Promotions, Transfers and Vacancies).

(d) Should there be no qualified applicants from a posting, as per the above clause, the hours may be offered in whole or in part to Regular Part-Time Employees in the same classification, working in the Site/Program, in order of seniority.

(e) A Regular Part-Time Employee may add to their FTE only those hours that can be accommodated in their schedule without violating the scheduling provisions of Article 10 - (Hours of Work) and Article 11 (Work Schedules and Shifts) of this Collective Agreement.

(f) Where the Employee accepts additional hours of work, the Employer shall issue a letter to the Employee confirming the Employee's new FTE, with a copy to the Union. Where an Employee is offered less than or equal to zero point four (0.4) FTE more than once in a twelve (12) month period, the Union and the Employer shall meet to discuss if this Letter of Understanding shall apply.

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

4. An agreement to alter an Employee’s FTE in accordance with this Letter of Understanding shall not be considered as a violation of Articles 29 (Promotions, Transfers and Vacancies), 30 (Layoff and Recall) or 44 (Part-Time, Temporary and Casual Employees).

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

LETTER OF UNDERSTANDING #7

BETWEEN

CapitalCare
(hereinafter referred to as the Employer)

-and-

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

RE: ENHANCED BENEFIT SPENDING ACCOUNT (EBSA)

1. Eligibility

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

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

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

2. Calculation

The EBSA will be calculated as follows:

(a) One thousand two hundred and fifty dollars ($1250.00) to be allocated to each eligible Regular Employee, plus;

(b) One thousand five hundred dollars ($1,500.00) prorated for each eligible Regular Employee based on their FTE as of June 1st of each EBSA year.

3. Allocation

(a) By June 1 of each EBSA year, Employees who are eligible for the EBSA will make an allocation for utilization of their EBSA for the subsequent EBSA year.

These allocations will apply for the entire EBSA year and cannot be changed during the year.

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

4. Utilization

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

(a) Professional Development on Behalf of the Eligible Employee

(i) Time off, as approved by the Employer, without loss of pay to attend a course relevant to the Employee's job duties, **shall be requested by the Regular Employee for professional development in accordance with the provisions of Article 33 (Leaves of Absence).** Deductions to the EBSA for time off will be based on the number of hours missed due to course attendance multiplied by the Employee's Basic Rate of Pay at the time the course is taken.

(ii) Reimbursement for the cost of professional licensing fees and additional insurance fees required as a condition of employment or practice.

(iii) Reimbursement of tuition costs or course registration fees for approved courses that are related to an Employee's discipline.

(iv) Reimbursement of travel costs associated with course attendance.

(v) Reimbursement for purchase of professional journals, books or publications.

(vi) Computer software or hardware.

(b) Health and Dental Expenses

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

(c) Enhanced Benefits

(i) Contribution to a Group Registered Retirement Savings Plan made available by the Employer or a Tax-Free Savings Account (TFSA).

(ii) Wellness expenses on behalf of the Employee only, which may include fitness centre memberships, instructed fitness classes, sports club fees, and fitness/sports instruction, home fitness equipment, weight management program (excluding food or supplements), and alternative healing treatments/therapies which are not covered by the Extended Health Benefits or the Health portion of the EBSA.

(iii) Family care including day care and elder care.

(iv) Alternate transportation including transit passes and tickets.

5. Administration

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

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

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

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

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

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

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

LETTER OF UNDERSTANDING #8

between

CapitalCare
(hereinafter referred to as the Employer)

-and-

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

RE: ARTICLE 25: EMPLOYEE BENEFITS PLAN

see Mediator's Recommendation for Settlement

~~**LETTER OF UNDERSTANDING #10**~~

~~**BETWEEN**~~

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

~~**-and-**~~

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

~~**RE: COACHING PLANS**~~

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

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

LETTER OF UNDERSTANDING (NEW)

between

CapitalCare
(hereinafter referred to as the Employer)

-and-

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

RE: WORKLOAD DISCUSSION

1. Workload

(a) The Parties recognize the importance of discussions regarding workload. Workload is understood to be an objective assessment of the support (staffing, training, communication, skill mix), equipment (devices, technology, supplies), and/or time available to the Employee to complete their assigned work.

(b) The Parties recognize that workload may fluctuate and may be impacted by numerous factors including, but not limited to:
- **acuity,**
- **changes in Resident or Client population,**
- **seasonality,**
- **surge periods,**
- **staff/resource fluctuations, and**
- **increasing demands.**

2. Discussing Workload Concerns

(a) The Employee or group of Employees shall first discuss their workload concern with their immediate supervisor and attempt to resolve the matter at this stage.

(b) In the event that the workload concern is not resolved and is ongoing, systemic, and has continued for a minimum period of sixty (60) calendar days, the Employee(s) may request an evaluation of their workload concern, which may include the Site Director and/or Human Resources. This written request shall include an explanation of the factors they believe are leading to workload concerns and proposed solutions.

(c) The outcome of the workload concern evaluation is not subject to Article 46: Grievance Procedure.

(d) A subsequent evaluation request for the same workload concern within the same work area may only be made where substantive changes have occurred since the last review.

3. The Parties agree to implement the workload evaluation process outlined above on a trial basis. This Letter of Understanding will expire on March 31, 2028.

LETTER OF UNDERSTANDING (NEW)

between

CapitalCare
(hereinafter referred to as the Employer)

-and-

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

RE: ARTICLE 33.07(e)

The Parties acknowledge that:

(a) **the "total cost of the absence" includes wages paid to the Employee and Employer-paid entitlements;**

(b) **there is a disagreement between the Parties regarding the calculation of those Employer-paid entitlements to be reimbursed by the Union; and**

(c) **there is a similar outstanding dispute between HSAA and Alberta Health Services (AHS) regarding the formula for this reimbursement.**

The Parties agree that:

(d) **based on the good relationship of the Parties, the current reimbursement practice will continue in the interim;**

(e) **the "total cost of the absence" shall be as defined in the resolution of the dispute between HSAA and AHS;**

(f) **once this formula is confirmed by AHS/HSAA, the Parties will meet within ninety (90) days to implement the resolution for CapitalCare; and**

(d) **once implemented, reimbursement shall apply effective the date of ratification of this collective agreement.**

Health Sciences Association of Alberta and CapitalCare

SALARY APPENDIX - see Mediator's Recommendation for Settlement