

**SUBSIDIARY AGREEMENT #009**

**BETWEEN**

**THE GOVERNMENT OF  
THE PROVINCE OF ALBERTA**

**AND**

**THE ALBERTA UNION  
OF PROVINCIAL EMPLOYEES**

**REPRESENTING**

**HEALTH AND THERAPY  
AND  
INSTITUTIONAL AND PATIENT SUPPORT SERVICES**

**May 17, 2011**

## SUBSIDIARY 9 - NUMERICAL INDEX

<u>Article No.</u>		<u>Page</u>
1	Preamble	1
2	Effective Date	1
3	Probationary Period	1
4	Hours of Work	1
5	Overtime	1
6	Protective Clothing	2
7	Medical Examinations	2
8	Cashier Policy	2
9	Shift Schedule for Continuous Operations	3
	Schedule "A" – Effective September 1, 2010	4
	Schedule "B" – 38 ¾ Hours - Effective September 1, 2010	5
	Schedule "B" – 38 ¾ Hours - Effective April 1, 2012	7
	Letter of Understanding – Communicable Diseases	9
	Letter of Understanding – Employee Relations Committee	10
	Letter of Understanding – Medication Administration	14
	Letter of Intent – Employee Safety	15
	Letter of Understanding – Aids and HIV	16
	Letter of Understanding – Joint Consultation Committee	17

## SUBSIDIARY 9 - ALPHABETICAL INDEX

<u>Article No.</u>		<u>Page</u>
8	Cashier Policy	2
2	Effective Date	1
4	Hours of Work	1
	Letter of Intent – Employee Safety	15
	Letter of Understanding – Aids and HIV	16
	Letter of Understanding – Communicable Diseases	9
	Letter of Understanding – Employee Relations Committee	10
	Letter of Understanding – Joint Consultation Committee	17
	Letter of Understanding – Medication Administration	14
7	Medical Examinations	2
5	Overtime	1
1	Preamble	1
3	Probationary Period	1
6	Protective Clothing	2
	Schedule "A" – Effective September 1, 2010	4
	Schedule "B" – 38 ¾ Hours - Effective April 1, 2012	7
	Schedule "B" – 38 ¾ Hours - Effective September 1, 2010	5
9	Shift Schedule for Continuous Operations	3

## **ARTICLE 1 - PREAMBLE**

- 1.01 This Agreement is subsidiary to the Master Agreement and the terms and conditions of the Master Agreement shall have the same force and effect in this Agreement as if they were included herein, except where specifically altered by this Agreement pursuant to Clause 3.01 of the Master Agreement.
- 1.02 In the event there is a conflict, other than an exception pursuant to Clause 3.01 of the Master Agreement, between this Agreement and the Master Agreement, the Master Agreement shall prevail.
- 1.03 The purpose of this Agreement is to set forth the specific terms and conditions of employment, and rates of compensation for those classes assigned by the Parties to Schedule "A" of the Health and Therapy and Institutional and Patient Support Services subsidiary agreement.

## **ARTICLE 2 - EFFECTIVE DATE**

- 2.01 This Agreement shall be effective the date of signing and shall continue in force from year to year thereafter until a replacement Agreement is established under the Public Service Employee Relations Act. However, the regular rates of pay as outlined in Schedule "A" (Assignment of Classes to Pay Grades) and Schedule "B" (Salary Grid) shall be effective on the dates as set out in the Schedules.

## **ARTICLE 3 - PROBATIONARY PERIOD**

- 3.01 Pursuant to Article 27 of the Master Agreement, the probationary period for all classifications covered by this Agreement shall be six (6) months.
- 3.02 Pursuant to Article 27 of the Master Agreement, a temporary Employee who has not completed the probationary period specified in Article 3.01 above and is appointed to a permanent position at the same class shall have such continuous temporary employment considered as part of the probationary period.
- 3.03 Notwithstanding Article 27 of the Master Agreement a wage Employee who has worked 1450 hours within a twelve (12) month period immediately preceding the date of appointment to a permanent position at the same class shall have such hours contribute to one-half (1/2) of the probation period.

## **ARTICLE 4 - HOURS OF WORK**

- 4.01 Pursuant to Clauses 16.01 and 16.02 of the Master Agreement, the normal hours of work for all Employees covered by this Agreement shall be thirty-eight and three-quarter (38 3/4) hours per week or the equivalent on a biweekly, monthly or annual basis. The above to be worked at seven and three-quarter (7 3/4) consecutive hours per day, except for lunch periods where applicable.

## **ARTICLE 5 - OVERTIME**

- 5.01 Pursuant to Clauses 17.03(a) and 17.04 of the Master Agreement, all Employees covered by this Agreement are eligible for premium overtime compensation.

## **ARTICLE 6 - PROTECTIVE CLOTHING**

- 6.01 The Employing Department shall maintain all current Employee entitlements with respect to the provision, maintenance, and laundering of protective clothing and uniforms. Where the wearing of such clothing is optional such option remains with the individual Employee.
- 6.02 Uniforms so provided shall remain the property of the Employing Department.
- 6.03 Safety Clothing shall be provided in accordance with the Occupational Health and Safety Act, and the Radiation Protection Act.
- 6.04 Where the Deputy Head determines that safety footwear should be provided, the Employer shall either provide the actual safety footwear or pay to each such eligible Employee the cost of such footwear up to a maximum of ninety dollars (\$90.00) per annum.

## **ARTICLE 7 - MEDICAL EXAMINATIONS**

- 7.01 Where the Employing Department requires an Employee to undergo periodic compulsory medical examinations, the cost of such examination shall be paid by the Employing Department. This Article does not apply to proof of illness as required under Article 33 of the Master Agreement.

## **ARTICLE 8 - CASHIER POLICY**

- 8.01 Employees may experience cash differences that are in excess or deficient of that total which would allow the Employee to balance within the limits prescribed from their operation. In such circumstances the following procedures will apply:
- (a) Each Employee's name will be entered in a ledger to be maintained by the Supervisor;
  - (b) Each Employee will report all cash overages and shortages to the Supervisor;
  - (c) Where an Employee has a cash overage, the overage will be turned over to the Supervisor, who will issue a receipt for the money, and record the transaction in his ledger;
  - (d) In the event of an unusual or exceedingly large overage or shortage, the reason for which cannot be ascertained by normal accounting methods, the disposition shall be determined by the Deputy Minister of the Department concerned;
  - (e) Employees will be allowed to accumulate cash overages up to, but not exceeding one hundred dollars (\$100.00). Any overage exceeding one hundred dollars (\$100.00) will be transferred to General Revenue;
  - (f) When an Employee terminates employment as a cashier, all overages credited to that Employee shall be transferred to General Revenue;
  - (g) Notwithstanding the foregoing, present practices that exceed this provision shall be retained for the life of this Agreement.



## **ARTICLE 9 - SHIFT SCHEDULE FOR CONTINUOUS OPERATIONS**

- 9.01 The first shift of the day shall be the shift wherein the majority of hours fall between 00:00 and 08:00 hours.
- 9.02 The work week shall commence at 00:00 hours on Sunday.
- 9.03 Employees may, in the course of their regular duties, be required to work various shifts throughout the twenty-four (24) hour period of the day and the seven (7) day period of the week.
- 9.04 The schedule of hours to be worked and days off work shall be posted at the Employee's work station at least two (2) weeks in advance and the schedule shall be for a duration of at least three (3) weeks.
- 9.05 Where operational requirements permit, each Employee shall have two (2) consecutive days off per seven (7) consecutive calendar days; however, no Employee shall be required to work more than eight (8) consecutive calendar days without consecutive days off, unless otherwise mutually agreed. This clause is not intended to provide for only a 5 on 2 off shift rotation.
- 9.06 Where operational requirements permit, Employees shall be scheduled so that their days of rest fall on a Saturday and the following Sunday at least once in every three (3) weeks or the equivalent ratio, unless otherwise mutually agreed.
- 9.07 Except where otherwise mutually agreed, Employees who are required to rotate shifts shall under normal circumstances be assigned day duty at least one-third (1/3) of the assigned work days during a three (3) month period.
- 9.08 Subject to approval of the Employer, Employees may exchange shifts.

**SCHEDULE "A"**  
**ASSIGNMENT OF CLASSES TO PAY GRADES IN SCHEDULE "B"**  
**EFFECTIVE SEPTEMBER 1, 2010**

<u>Class No.</u>	<u>Class Title</u>	<u>Pay Grade</u>
093IS	Individual Support 1	36*3
094IS	Individual Support 2	39*3
091FS	Facility Support 1	27*4
092FS	Facility Support 2	33*4
093FS	Facility Support 3	39*4
094FS	Facility Support 4	42*4

\*Indicates Starting Period in the Grade

**SCHEDULE "B"**  
**HEALTH AND THERAPY SUPPORT SERVICES – SALARY GRID (38 ¾ HOUR)\***  
**EFFECTIVE SEPTEMBER 1, 2010**

**Bi-weekly Salary Periods**

<b>GRADE</b>	<b>1</b>	<b>2</b>	<b>3</b>	<b>4</b>	<b>5</b>	<b>6</b>	<b>7</b>
27	1,154.49 14.89	1,188.05 15.32	1,222.99 15.78	1,266.67 16.34	1,309.89 16.90	1,352.19 17.44	1,398.63 18.04
28	1,169.66 15.09	1,203.22 15.52	1,245.98 16.07	1,285.98 16.59	1,328.28 17.13	1,377.02 17.76	1,423.91 18.37
29	1,188.05 15.32	1,222.99 15.78	1,266.67 16.34	1,309.89 16.90	1,352.19 17.44	1,398.63 18.04	1,451.50 18.72
30	1,203.22 15.52	1,245.98 16.07	1,285.98 16.59	1,328.28 17.13	1,377.02 17.76	1,423.91 18.37	1,478.63 19.07
31	1,222.99 15.78	1,266.67 16.34	1,309.89 16.90	1,352.19 17.44	1,398.63 18.04	1,451.50 18.72	1,505.29 19.42
32	1,245.98 16.07	1,285.98 16.59	1,328.28 17.13	1,377.02 17.76	1,423.91 18.37	1,478.63 19.07	1,531.04 19.75
33	1,266.67 16.34	1,309.89 16.90	1,352.19 17.44	1,398.63 18.04	1,451.50 18.72	1,505.29 19.42	1,558.63 20.11
34	1,285.98 16.59	1,328.28 17.13	1,377.02 17.76	1,423.91 18.37	1,478.63 19.07	1,531.04 19.75	1,584.83 20.44
35	1,309.89 16.90	1,352.19 17.44	1,398.63 18.04	1,451.50 18.72	1,505.29 19.42	1,558.63 20.11	1,614.72 20.83
36	1,328.28 17.13	1,377.02 17.76	1,423.91 18.37	1,478.63 19.07	1,531.04 19.75	1,584.83 20.44	1,636.79 21.11
37	1,352.19 17.44	1,398.63 18.04	1,451.50 18.72	1,505.29 19.42	1,558.63 20.11	1,614.72 20.83	1,668.97 21.53
38	1,377.02 17.76	1,423.91 18.37	1,478.63 19.07	1,531.04 19.75	1,584.83 20.44	1,636.79 21.11	1,698.40 21.91
39	1,398.63 18.04	1,451.50 18.72	1,505.29 19.42	1,558.63 20.11	1,614.72 20.83	1,668.97 21.53	1,730.58 22.33
40	1,423.91 18.37	1,478.63 19.07	1,531.04 19.75	1,584.83 20.44	1,636.79 21.11	1,698.40 21.91	1,762.76 22.74
41	1,451.50 18.72	1,505.29 19.42	1,558.63 20.11	1,614.72 20.83	1,668.97 21.53	1,730.58 22.33	1,793.11 23.13
42	1,478.63 19.07	1,531.04 19.75	1,584.83 20.44	1,636.79 21.11	1,698.40 21.91	1,762.76 22.74	1,826.67 23.56
43	1,505.29 19.42	1,558.63 20.11	1,614.72 20.83	1,668.97 21.53	1,730.58 22.33	1,793.11 23.13	1,860.69 24.00
44	1,531.04 19.75	1,584.83 20.44	1,636.79 21.11	1,698.40 21.91	1,762.76 22.74	1,826.67 23.56	1,895.18 24.45
45	1,558.63 20.11	1,614.72 20.83	1,668.97 21.53	1,730.58 22.33	1,793.11 23.13	1,860.69 24.00	1,936.10 24.98
46	1,584.83 20.44	1,636.79 21.11	1,698.40 21.91	1,762.76 22.74	1,826.67 23.56	1,895.18 24.45	1,970.12 25.42
47	1,614.72 20.83	1,668.97 21.53	1,730.58 22.33	1,793.11 23.13	1,860.69 24.00	1,936.10 24.98	2,003.22 25.84
48	1,636.79 21.11	1,698.40 21.91	1,762.76 22.74	1,826.67 23.56	1,895.18 24.45	1,970.12 25.42	2,045.98 26.39

**Bi-weekly Salary Periods**

<b>GRADE</b>	<b>1</b>	<b>2</b>	<b>3</b>	<b>4</b>	<b>5</b>	<b>6</b>	<b>7</b>
49	1,668.97 21.53	1,730.58 22.33	1,793.11 23.13	1,860.69 24.00	1,936.10 24.98	2,003.22 25.84	2,089.20 26.95
50	1,698.40 21.91	1,762.76 22.74	1,826.67 23.56	1,895.18 24.45	1,970.12 25.42	2,045.98 26.39	2,132.88 27.52

\* hourly rates (to 2 decimal places) shown for information purposes only

**SCHEDULE "B"**  
**HEALTH AND THERAPY SUPPORT SERVICES – SALARY GRID (38 ¾ HOUR)\***  
**EFFECTIVE APRIL 1, 2012**

**Bi-weekly Salary Periods**

<b>GRADE</b>	<b>1</b>	<b>2</b>	<b>3</b>	<b>4</b>	<b>5</b>	<b>6</b>	<b>7</b>
27	1,200.67 15.49	1,235.57 15.94	1,271.91 16.41	1,317.34 16.99	1,362.29 17.57	1,406.28 18.14	1,454.58 18.76
28	1,216.45 15.69	1,251.35 16.14	1,295.82 16.72	1,337.42 17.25	1,381.41 17.82	1,432.10 18.47	1,480.87 19.10
29	1,235.57 15.94	1,271.91 16.41	1,317.34 16.99	1,362.29 17.57	1,406.28 18.14	1,454.58 18.76	1,509.56 19.47
30	1,251.35 16.14	1,295.82 16.72	1,337.42 17.25	1,381.41 17.82	1,432.10 18.47	1,480.87 19.10	1,537.78 19.84
31	1,271.91 16.41	1,317.34 16.99	1,362.29 17.57	1,406.28 18.14	1,454.58 18.76	1,509.56 19.47	1,565.50 20.20
32	1,295.82 16.72	1,337.42 17.25	1,381.41 17.82	1,432.10 18.47	1,480.87 19.10	1,537.78 19.84	1,592.28 20.54
33	1,317.34 16.99	1,362.29 17.57	1,406.28 18.14	1,454.58 18.76	1,509.56 19.47	1,565.50 20.20	1,620.98 20.91
34	1,337.42 17.25	1,381.41 17.82	1,432.10 18.47	1,480.87 19.10	1,537.78 19.84	1,592.28 20.54	1,648.22 21.26
35	1,362.29 17.57	1,406.28 18.14	1,454.58 18.76	1,509.56 19.47	1,565.50 20.20	1,620.98 20.91	1,679.31 21.66
36	1,381.41 17.82	1,432.10 18.47	1,480.87 19.10	1,537.78 19.84	1,592.28 20.54	1,648.22 21.26	1,702.26 21.96
37	1,406.28 18.14	1,454.58 18.76	1,509.56 19.47	1,565.50 20.20	1,620.98 20.91	1,679.31 21.66	1,735.73 22.39
38	1,432.10 18.47	1,480.87 19.10	1,537.78 19.84	1,592.28 20.54	1,648.22 21.26	1,702.26 21.96	1,766.34 22.79
39	1,454.58 18.76	1,509.56 19.47	1,565.50 20.20	1,620.98 20.91	1,679.31 21.66	1,735.73 22.39	1,799.80 23.22
40	1,480.87 19.10	1,537.78 19.84	1,592.28 20.54	1,648.22 21.26	1,702.26 21.96	1,766.34 22.79	1,833.27 23.65
41	1,509.56 19.47	1,565.50 20.20	1,620.98 20.91	1,679.31 21.66	1,735.73 22.39	1,799.80 23.22	1,864.83 24.06
42	1,537.78 19.84	1,592.28 20.54	1,648.22 21.26	1,702.26 21.96	1,766.34 22.79	1,833.27 23.65	1,899.74 24.51
43	1,565.50 20.20	1,620.98 20.91	1,679.31 21.66	1,735.73 22.39	1,799.80 23.22	1,864.83 24.06	1,935.12 24.96
44	1,592.28 20.54	1,648.22 21.26	1,702.26 21.96	1,766.34 22.79	1,833.27 23.65	1,899.74 24.51	1,970.99 25.43
45	1,620.98 20.91	1,679.31 21.66	1,735.73 22.39	1,799.80 23.22	1,864.83 24.06	1,935.12 24.96	2,013.54 25.98
46	1,648.22 21.26	1,702.26 21.96	1,766.34 22.79	1,833.27 23.65	1,899.74 24.51	1,970.99 25.43	2,048.92 26.43
47	1,679.31 21.66	1,735.73 22.39	1,799.80 23.22	1,864.83 24.06	1,935.12 24.96	2,013.54 25.98	2,083.35 26.88
48	1,702.26 21.96	1,766.34 22.79	1,833.27 23.65	1,899.74 24.51	1,970.99 25.43	2,048.92 26.43	2,127.82 27.45

**Bi-weekly Salary Periods**

<b>GRADE</b>	<b>1</b>	<b>2</b>	<b>3</b>	<b>4</b>	<b>5</b>	<b>6</b>	<b>7</b>
49	1,735.73 22.39	1,799.80 23.22	1,864.83 24.06	1,935.12 24.96	2,013.54 25.98	2,083.35 26.88	2,172.77 28.03
50	1,766.34 22.79	1,833.27 23.65	1,899.74 24.51	1,970.99 25.43	2,048.92 26.43	2,127.82 27.45	2,218.20 28.62

\* hourly rates (to 2 decimal places) shown for information purposes only

## LETTER OF UNDERSTANDING - COMMUNICABLE DISEASES

It is understood by the Parties to this Agreement that where Employees work in an environment where there is a danger of contracting communicable diseases, the Employing Departments may receive input from Employees covered by this Subsidiary Agreement with regard to issues and policies dealing with communicable diseases. This input shall be received through Health and Safety Committees, Joint Consultation Committees, or other such Committees that may be established.

This Letter of Understanding shall take effect on the date of implementation and remain in effect for the duration of this Agreement.

Dated this 17th day of May, 2011

**ORIGINAL SIGNED BY**

---

DALE SILVER  
Public Service Commissioner

**ORIGINAL SIGNED BY**

---

GUY SMITH  
President, Alberta Union of  
Provincial Employees

## LETTER OF UNDERSTANDING - EMPLOYEE RELATIONS COMMITTEE

The Parties agree to establish a Joint Employee Relations Committee to discuss matters of mutual interest related to Employees covered by Subsidiary Agreement #009, Health and Therapy and Institutional and Patient Support Services.

The Committee shall be comprised of equal representation of the Parties and shall be co-chaired. The Committee shall meet a minimum of once per year or as necessary. Salary and expenses pertaining to the operation of the Committee shall be borne by the respective Parties.

Any recommendations for changes must be approved by the majority of the members of the Committee and if accepted by both the Employer and the Union may be implemented by mutual agreement.

The members of this Committee shall be appointed within thirty calendar days of the signing of the new Subsidiary Agreement #009.

Where matters of mutual interest affect Employees from any other Subsidiary Agreements, a joint committee will be the forum for discussion, with Employee representation from those affected subsidiary agreements.

Dated this 17th day of May, 2011

**ORIGINAL SIGNED BY**

---

DALE SILVER  
Public Service Commissioner

**ORIGINAL SIGNED BY**

---

GUY SMITH  
President, Alberta Union of  
Provincial Employees

## **EMPLOYEE RELATIONS COMMITTEE**

### **HEALTH AND THERAPY SUPPORT SERVICES AND INSTITUTIONAL AND PATIENT SUPPORT SERVICES - SUBSIDIARY #009**

#### **TERMS OF REFERENCE**

##### **1.0 PREAMBLE**

- 1.1 The Parties agree to establish a joint Employee Relations Committee to discuss matters of mutual interest related to Employees covered by Health and Therapy and Institutional and Patient Support Services, Subsidiary #009.
- 1.2 The committee shall be comprised of equal representation of the Parties and shall be co-chaired. The committee shall meet a minimum of once per year or as necessary. Salary and expenses pertaining to the operation of the committee shall be borne by the respective Parties.
- 1.3 Any recommendations for changes must be approved by the majority of the members of the committee and if accepted by both the Employer and the Union may be implemented by mutual agreement.

##### **2.0 NAME OF COMMITTEE**

- 2.1 The name of the committee shall be: "Employee Relations Committee".

##### **3.0 OBJECTIVE(S)**

- 3.1 To promote and maintain effective communications in the areas of:
  - (a) working conditions;
  - (b) policies and procedures;
  - (c) staff development;
  - (d) suggestions for improved efficiency;
  - (e) information exchange relative to proposed operational changes;
  - (f) other matters as agreed to mutually by the committee;
  - (g) Class series;

- (h) it is agreed that the committee will not deal with:
  - (i) issues for which there exist avenues for discussion or resolution which have not been explored,
  - (ii) pending or potential grievances,
  - (iii) terms and conditions of the Master Agreement.

#### **4.0 MEMBERSHIP**

- 4.1 The committee shall be composed of equal representatives from Local 009 and Management.
- 4.2 Employee representatives will be members of the A.U.P.E. Local 009 employed by the Government of the Province of Alberta.
- 4.3 Employee representatives will be chosen by A.U.P.E. Local 009.
- 4.4 The Employee Co-Chairperson shall be appointed from and elected by the Employee representatives of the committee. The Management Co-Chairperson will similarly be appointed from and elected by the Management representatives of the committee.
- 4.5 Ideally the Co-Chairperson will serve for a period of at least one year.

#### **5.0 GENERAL**

- 5.1 All members of the committee will have equal authority to advise, recommend and vote.
- 5.2 The two Co-Chairpersons will alternate in chairing the meetings.
- 5.3 A recording secretary will be provided by the assigned Co-Chairperson. Minutes will be approved and signed by the Co-Chairpersons and distributed to all members within one (1) week from any meeting.
- 5.4 Meetings will be held a minimum of once per year or as necessary - in Edmonton, unless another location is mutually agreed to. Duration of any meeting shall not normally exceed one day. Additional meetings may be scheduled if required, and mutually agreed.
- 5.5 An agenda is to be prepared and circulated fifteen (15) days in advance of the meeting. Other submissions and rationale may be added to the agenda by agreement of both Co-Chairpersons. The final agenda will be set by mutual agreement of the Co-Chairpersons.
- 5.6 Individuals who are not representatives on the committee may make presentations at meetings with the agreement of the Co-Chairpersons and providing written notice is offered to the Co-Chairpersons in advance of the meeting. Subjects to be discussed will have been previously entered on the agenda.

- 5.7 The Committee shall be entitled to have, upon approval by the Co-Chairpersons, resource personnel in attendance at meetings. Advisors may attend on behalf of Management or Employees, but in either case they will have no status except that of providing information.
- 5.8 These terms of reference may be amended at any regular meeting of the committee, providing that a proper notice to amend was made at the preceding regular meeting.

Notwithstanding the above, the Parties agree that agenda items that will be reviewed will include matters of:

- orientation;
- in-service programs;
- preventative health;
- hazardous working conditions;
- assignment and execution of responsibilities.

Dated this 17th day of May, 2011

**ORIGINAL SIGNED BY**

**ORIGINAL SIGNED BY**

\_\_\_\_\_  
DALE SILVER  
Public Service Commissioner

\_\_\_\_\_  
GUY SMITH  
President, Alberta Union of  
Provincial Employees

## LETTER OF UNDERSTANDING - MEDICATION ADMINISTRATION

Where Individual Support 1's are working a scheduled shift and are required to administer medications for that shift, they will be compensated as an Individual Support 2 for that shift, and any succeeding shift so required.

Dated this 17th day of May, 2011

### ORIGINAL SIGNED BY

---

DALE SILVER  
Public Service Commissioner

### ORIGINAL SIGNED BY

---

GUY SMITH  
President, Alberta Union of  
Provincial Employees

## LETTER OF INTENT - EMPLOYEE SAFETY

It is recognized that at certain work sites and in certain work situations employee safety may be potentially at risk. The Employer is prepared to review issues of this nature at Employee Relations Committees and review, if necessary, training and protective measures for employees.

Dated this 17th day of May, 2011

### ORIGINAL SIGNED BY

---

DALE SILVER  
Public Service Commissioner

### ORIGINAL SIGNED BY

---

GUY SMITH  
President, Alberta Union of  
Provincial Employees

## **LETTER OF UNDERSTANDING - AIDS AND HIV**

During the Subsidiary #009 negotiations, the Parties discussed at length the Union's proposal on AIDS and HIV.

It was agreed that this is a Health and Safety issue and is global in nature. As such it was the view of the Parties that this issue be raised and dealt with by the Occupational Health & Safety Provincial Committee.

Dated this 17th day of May, 2011

**ORIGINAL SIGNED BY**

**ORIGINAL SIGNED BY**

---

DALE SILVER  
Public Service Commissioner

---

GUY SMITH  
President, Alberta Union of  
Provincial Employees

## **LETTER OF UNDERSTANDING - JOINT CONSULTATION COMMITTEE**

### **JOINT CONSULTATION COMMITTEE**

The Parties agree to establish a Joint Consultation Committee.

### **PURPOSES OF THE JOINT CONSULTATION COMMITTEE**

- To facilitate ongoing Union review and input into the development and implementation of a Human Resources Plan to respond to future changes to the role, structure and operation of Michener Services.
- To recommend action to the Chief Operating Officer (COO), Michener Services, for his/her consideration.
- To establish and maintain improved communication structures between the Union, the employees and Michener Services management.
- To foster and maintain improved working relationships between the Union, the employees and Michener Services management.
- To reduce uncertainty by providing timely and accurate information to concerned employees.

### **GENERAL GUIDELINES**

The Committee will ensure that employee rights under Article 12 and 15 of the Master Agreement are properly considered and are communicated to employees.

The Committee will monitor Michener Services' objective to accomplish staff adjustments, by attrition, to the extent feasible and in reverse order of permanency.

The Committee will monitor Michener Services' efforts to ensure that resources are available to assist interested employees to contact other employers.

The Committee will monitor the Michener Services' efforts to ensure that employees retrained under collective agreement provisions will have prior access to open or new positions for which they are qualified in accordance with the collective agreement.

### **COMMITTEE PROCESSES**

The Committee shall be established when a need is identified by either of the Parties. The Committee shall consist of management representatives and one employee representative, unless otherwise agreed by the co-chairs, from any or all Subsidiary Agreements, appointed by the applicable participating Local Council of A.U.P.E.

The Committee will normally meet during working hours and Committee members shall receive time off without loss of regular earnings for time spent in joint meetings.

The Committee shall be chaired by either a nominee from the participating Locals or a management representative.

Committee members shall not vote on recommendations. However, agreed recommendations shall be submitted jointly to the COO listed above. An individual member is also free to submit their recommendations to the COO.

The Employer will endeavour to encourage any new employer to offer employment opportunities to existing employees.

Dated this 17th day of May, 2011

**ORIGINAL SIGNED BY**

\_\_\_\_\_  
DALE SILVER  
Public Service Commissioner

**ORIGINAL SIGNED BY**

\_\_\_\_\_  
GUY SMITH  
President, Alberta Union of  
Provincial Employees

Dated this 17th day of May, 2011

**ORIGINAL SIGNED BY**

\_\_\_\_\_  
Witness

**ORIGINAL SIGNED BY**

\_\_\_\_\_  
DALE SILVER  
Public Service Commissioner

**ORIGINAL SIGNED BY**

\_\_\_\_\_  
Witness

**ORIGINAL SIGNED BY**

\_\_\_\_\_  
GUY SMITH  
President, Alberta Union of  
Provincial Employees