



# **Collective Agreement**

**Between**

**Alberta Health Services**

**and**

**Alberta Union of Provincial Employees**

**Expires March 31, 2020**

**General Support Services**

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COLLECTIVE AGREEMENT made this \_\_\_\_\_ day of \_\_\_\_\_

BETWEEN

**ALBERTA HEALTH SERVICES**  
(hereinafter referred to as the "Employer")

OF THE FIRST PART

AND

**THE ALBERTA UNION OF PROVINCIAL EMPLOYEES**  
(hereinafter referred to as the "Union")

OF THE SECOND PART

**PREAMBLE AND PURPOSE**

WHEREAS the Parties acknowledge that their primary purpose is to provide quality health care, and believe this purpose can be achieved most readily when harmonious relations 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 patient/resident/client care, the Parties shall endeavor to find resolution to issues of mutual concern in a manner which is fair and reasonable and consistent with the terms of this Collective Agreement.

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

**ARTICLE 1**

**DEFINITIONS**

1.01 In this Collective Agreement unless the context otherwise requires:

- (a) "Code" means the Alberta Labour Relations Code, amended from time-to-time.
- (b) "Union" shall mean the Alberta Union of Provincial Employees. In the event of a change of name of the aforementioned Union, the subsequent name shall be recognized.
- (c) "Employer" means Alberta Health Services and shall also mean and include such officers as may from time-to-time be appointed, or designated by the Employer, to carry out administrative duties in respect of the operations and management of business.

- (d) "Local" means Locals of the Alberta Union of Provincial Employees as identified in the Appendix A of this Collective Agreement.
- (e) "EMAC" means Employee Management Advisory Committee.
- (f) "Member" means an Employee of Alberta Health Services who is included in this Collective Agreement and who is a member of the Local.
- (g) "Employee" means any person employed in a job classification covered by this Collective Agreement and whose service is designated as:
  - 1. "Regular Full-time", an Employee who occupies a permanently established Full-time position and who has successfully completed the specified probationary period; and has since remained continuously employed as a Regular Employee; or
  - 2. "Regular Part-time", an Employee who occupies a permanently established Part-time position requiring the incumbent to work regularly scheduled hours less than the normal hours specified in Article 20, and who has successfully completed the specified probationary period, and has since remained continuously employed as a Regular Employee. A Part-time Employee will work a minimum of three (3) hours per shift.
  - 3. "Temporary Employee", an Employee who is hired on a Temporary basis for a Full or Part-time position:
    - (i) for a specific job of more than three (3) months and less than twelve (12) months, or for a specific job or of finite duration of between twelve (12) and twenty-four (24) months, where the funding is external to the Employer, with the Union's consent, such consent not to be unreasonably withheld.
    - (ii) to replace a Full-time or Part-time Employee who is on an approved leave of absence or is on a leave due to illness or injury where the Employee on leave has indicated to the Employer that the duration of such leave will be in excess of three (3) months.
  - 4. "Casual Employee" shall mean an Employee who:
    - (i) is regularly scheduled for a period of three (3) months or less for a specific job; or
    - (ii) relieves for absences the duration of which is three (3) months or less; or
    - (iii) works on a call-in basis and is not regularly scheduled.

- (h) "Regularly Scheduled" shall mean the scheduling of work in a manner requiring an Employee to be available for the performance of assigned duties on specific days.
- (i) The provisions of this Collective Agreement are intended to be gender neutral and gender inclusive. A word used in the singular applies also in the plural, unless the context otherwise requires.
- (j) "Vacation" shall mean annual vacation at the Basic Rate of Pay.
- (k) "Basic Rate of Pay" shall mean the incremental step in the in the Main Salary Schedule and Addendums A and B Classifications applicable to an Employee in accordance with the terms of this Collective Agreement, exclusive of all premium payments.
- (l) "Cycle of Shift Schedule" shall be defined as that period of time which is required for a shift schedule to repeat itself or two (2) weeks whichever is greater and shall not exceed fifteen (15) weeks.
- (m) "Shift" means a daily tour of duty exclusive of overtime hours.
- (n) "Regular Hours Worked" shall mean those hours worked and paid at the Basic Rate of Pay.
- (o) "Ad Hoc Position" means a position established on an ad hoc basis whereby the Employer acts as the agent for a funding authority and shall not be included within the scope of this Collective Agreement.
- (p) "Site" means the buildings as designated by the Employer at or out of which an Employee works.
- (q) "Union Representative" means a representative from the Union authorized by the Union to act on behalf of an Employee.

## **ARTICLE 2**

### **TERM OF COLLECTIVE AGREEMENT**

- 2.01 Unless otherwise specified herein, amendments made to this Collective Agreement by Alberta Health Services and the Alberta Union of Provincial Employees, will be in force and effect from the date upon which the Alberta Union of Provincial Employees and Alberta Health Services exchange notice of ratification of the terms of this Collective Agreement, up to and including March 31, 2020, and from year-to-year thereafter unless notice, in writing, is given by either Party to the other Party not less than sixty (60) days nor more than one hundred and twenty (120) days prior to the expiration date of its desire to amend this Collective Agreement.
- 2.02 Where notice is served by either Party under the Code, provisions of this Collective Agreement shall continue until:
- (a) Settlement is agreed upon and a new Collective Agreement ratified.



- (b) If the settlement is not agreed upon, then this Collective Agreement shall remain in effect until a new Collective Agreement is ratified as provided in the Code.

2.03 Any notice required hereunder to be given shall be deemed to have been sufficiently served if personally delivered or mailed in a prepaid registered envelope, or by receipted courier, addressed in the case of the Employer to:

President and Chief Executive Officer  
Alberta Health Services  
Seventh Street Plaza  
1400 North Tower, 10030 – 107 Street  
EDMONTON AB T5J 3E4

and in the case of the Union to:

The President  
Alberta Union of Provincial Employees  
10451 - 170 Street NW  
EDMONTON AB T5P 4S7

2.04 An Employee whose employment has terminated prior to the ratification of this Collective Agreement is eligible to receive retroactively any increase in wages, which the Employee would have received but for the termination of employment, upon the submission of a written application to the Employer during the period between the expiry date of the preceding Collective Agreement and sixty (60) calendar days after the ratification of this Collective Agreement.

### **ARTICLE 3**

#### **UNION RECOGNITION**

- 3.01 The Employer recognizes the Union as the sole bargaining agent for all Employees covered by this Collective Agreement as described in the certificate issued pursuant to the Code and amendments thereto.
- 3.02 No Employee shall be required or permitted to make any written or verbal agreement which may be in conflict with the terms of this Collective Agreement.
- 3.03 Persons whose jobs are not in the bargaining unit shall not work on a job which is included in the bargaining unit, except for purposes of instruction, in an emergency, or when Regular Employees are not available, and provided that the act of performing the aforementioned work does not reduce the regular hours of work or pay of any Regular Employee. For the purpose of this Clause, "persons" shall mean all other Employees of the Employer who are not included in the bargaining unit.

- 3.04 A representative of the Union shall have the right to make a direct presentation of up to forty-five (45) minutes at the orientation of new Employees with respect to the structure of the Local as well as the rights, responsibilities and benefits under the Collective Agreement. A representative of the Employer may be present at such presentation. The Employer shall provide access to an electronic copy of the Collective Agreement to each new Employee upon appointment. The Employer shall advise the Central Office of the Union of the schedule and location of available rooms for orientation. In areas where the Employer's orientation for new Employees is conducted online, the Employer shall provide the Union's contact information to the Employees who are participating in the orientation.
- 3.05 (a) Employees shall be permitted to wear a pin or the recognized insignia of the Union, while on duty, however, no pin or lanyard shall be worn in areas where the Employer determines there are safety concerns.
- (b) No such insignia larger than a lapel pin shall be worn while on duty. No Union insignia shall be attached on the Employer's equipment, uniforms, or sites.
- 3.06 (a) For the purposes of this Collective Agreement, the Union will be represented by its properly appointed officers. The Union shall provide the Employer with a current list of the officers' names.
- (b) The Employer shall grant Union Representatives access to its premises for Union business subject to the approval of the Director of Human Resources or Designate.
- 3.07 Where a difference arises out of a provision contained in this Collective Agreement and the subject matter is covered by the Employer's policies, regulations, guidelines or directives, the Collective Agreement shall supercede the policies, regulations, guidelines or directives.
- 3.08 In the event any provision of this Collective Agreement is in conflict with any present or future statute of the Province of Alberta applicable to the Employer, the Section so affected shall be altered or amended forthwith in a manner agreeable to both Parties so as to incorporate required changes. Such action shall not affect any other provisions of this Collective Agreement.
- 3.09 The Employer shall provide a paper copy of the Collective Agreement to the Employee upon the Employee's request.

#### **ARTICLE 4**

#### **MANAGEMENT RIGHTS**

- 4.01 The Employer reserves all rights not specifically restricted or abrogated by the provisions of this Collective Agreement.
- 4.02 Without limiting the generality of the foregoing, the Union acknowledges that it shall be the exclusive right of the Employer to operate and manage its business, including the right to:

- (a) maintain order, discipline, efficiency and to make, alter, and enforce, from time-to-time, rules and regulations to be observed by an Employee, which are not in conflict with any provision of this Collective Agreement;
- (b) direct the working force and to create new classifications and work units and to determine the number of Employees, if any, needed from time-to-time in any work unit or classification and to determine whether or not a position, work unit, or classification will be continued or declared redundant;
- (c) hire, promote, transfer, layoff and recall Employees;
- (d) demote, discipline, suspend or discharge for just cause.

## **ARTICLE 5**

### **UNION MEMBERSHIP AND PAYMENT OF DUES**

- 5.01 All Employees have the right:
- (a) to be members of the Union and to participate in its lawful activities;
  - (b) to bargain collectively with the Employer through the Union.
- 5.02 The Employer will, as a condition of employment, deduct from the earnings of each Employee covered by this Collective Agreement an amount equal to the dues as determined by the Union.
- 5.03 The Union acknowledges that the deductions of amounts equal to the dues do not constitute membership in the Union, and that membership shall continue to be voluntary.
- 5.04 The Union shall advise the Employer, in writing, of any change in the amount of dues to be deducted from the Employees covered by this Collective Agreement. Such notice shall be communicated to the Employer at least thirty (30) days prior to the effective date of change.
- 5.05 The Employer agrees to remit to the Central Office of the Union, the amount equal to the dues that have been deducted from the pay of all Employees by the first (1<sup>st</sup>) working day after the fifteenth (15<sup>th</sup>) calendar day in the following month. The Employer shall provide the Union with a computerized monthly list identifying each Employee. The list will include:
- (a) the Employee's name;
  - (b) the phone number on file;
  - (c) mailing address;
  - (d) Employee number;

- (e) starting date;
- (f) classification;
- (g) hourly rate of pay;
- (h) status (Regular Full-time, Regular Part-time, Temporary, Casual);
- (i) seniority;
- (j) department;
- (k) site;
- (l) dues deducted;
- (m) gross earnings;
- (n) Employees on long-term absence status where applicable. Long-term absence shall mean any absence in excess of six (6) months; and
- (o) unless already provided, a separate listing of all Casual Employees including the name of the Employee and date of hire.

- 5.06 Where an accounting adjustment is necessary to correct an over or under payment of dues, it shall be effected in the succeeding month.
- 5.07 The Employer shall provide a monthly list of Employees new to the bargaining unit during the previous month, to the Union at one email address to be provided by the Union. Such list shall include the Employee's name, classification, department and employment status. Where existing systems currently allow such list will also include site.
- 5.08 The Employer will record the amount of individual dues or fees deducted on T-4 slips issued for income tax purposes.
- 5.09 For the purposes of conducting a ratification vote, the Employer shall send the Union a list of all current Employees and the mailing address on file within fourteen (14) calendar days of the date when a tentative agreement has been reached by the Parties.

## **ARTICLE 6**

### **NO DISCRIMINATION/NO HARASSMENT**

- 6.01 The Employer, Union and Employees are committed to supporting an abuse and harassment free work environment that promotes a culture of trust, dignity and respect. Harassment includes but is not limited to bullying, sexual harassment and workplace violence.

- 6.02 There shall be no discrimination, restriction or coercion exercised or practiced in respect of any Employee by either Party by reason of age, race, colour, place of origin, political or religious belief, gender, gender expression, gender identity, sexual orientation, marital status, source of income, family status, physical or mental disability, nor by reason of membership or non-membership or activity in the Union nor in respect of an Employee's or Employer's exercising any right conferred under this Collective Agreement or any law of Canada or Alberta.
- 6.03 Clause 6.02 shall not apply with respect to a refusal, limitation, specification or preference based on a bona fide occupational requirement.
- 6.04 The Employer shall maintain [current policies](#) to ensure the workplace is free from harassment, abuse and discrimination. The Employer will ensure a current hard copy of the policy will be maintained on each unit/department. Should the Employer change, modify or remove the policy, the Union will be notified forthwith.
- 6.05 When an incident of workplace harassment or discrimination is alleged, it shall be investigated in accordance with the Employer policy and Employees are required to cooperate with the investigation. Investigations will be conducted in an objective, timely and sensitive manner. Investigations will be concluded within ninety (90) days from the date the complaint was submitted to the Employer unless circumstances warrant an extension which the Union will not unreasonably deny.
- 6.06 Employees who are complainants of or respondents to an allegation will be informed in writing of the investigation's conclusions and general outcome subject to applicable privacy legislation.

## **ARTICLE 7**

### **UNION STEWARDS**

- 7.01 The Employer agrees to recognize Employees who are assigned as Union Stewards. A Union Steward may, at the request of an Employee, accompany or represent them at formal investigations, disciplinary meetings or in the processing of a grievance with the Employer. When it becomes necessary for a Union Steward to leave their job for this purpose they will request time off from their immediate Supervisor who is not within the scope of this Collective Agreement providing them with as much advance notice as possible. Arrangements will be made by the Supervisor to permit the Union Steward to leave their job for this purpose with no loss of regular earnings, as soon as reasonably possible. Such time off shall be granted only upon the approval of the Supervisor or authorized alternate, such approval shall not be unreasonably withheld.
- 7.02 The Local agrees that Union Stewards and Employees alike shall not enter into discussions concerning Union business during working time. The Union reserves the right to assign a Union Steward to represent a work area that has no Union Stewards.

- 7.03 A list of Union Stewards shall be supplied by the Union to the Human Resources Office which shall be advised in writing of any change in this list.
- 7.04 The Local shall have the right at any time to the assistance of Union Staff Members when dealing or negotiating with the Employer and when processing a grievance. Such representatives shall approach members at work only when engaged in such activities and provided they and the Employee have received the approval of the Human Resources Office or immediate Supervisor who is not within the scope of this Collective Agreement. Such approval shall not be unreasonably denied.

## **ARTICLE 8**

### **GRIEVANCE PROCEDURE**

#### **8.01 Grievance Definitions**

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

- (a) an individual grievance is a dispute affecting one (1) Employee. Such grievance shall be initiated at Step 1 of the grievance procedure as outlined in Clause 8.05 except in cases of suspension which will commence at Step 2 or dismissal which will commence at Step 3; or
- (b) a group grievance is a dispute affecting two (2) or more Employees. Such grievance shall be initiated at Step 2 and processed there from in the same manner as an individual grievance as outlined in Clause 8.05. A group grievance shall list all Employees affected by the grievance and the results of such grievance shall apply, proportionately if applicable, to all Employees listed on the original grievance; or
- (c) a policy grievance is a dispute between the Parties which, due to its nature, is not properly the subject of an individual or group grievance. Such grievance shall be initiated, in writing, within twenty (20) days of the date the aggrieved Party first became aware of or reasonably should have become aware of the event leading to the grievance. If the policy grievance is a Union grievance, it shall commence at Step 2. If the policy grievance is an Employer grievance, it shall be directed to the Union President and the President shall render a written reply within five (5) days of receipt. Upon receipt of response or failure to reply, the Employer may advance the grievance to arbitration.

Notwithstanding Clause 8.01(a), (b) and (c) and Clause 8.05 the Parties may mutually agree to advance the grievance to a subsequent step in the grievance process. In the event any management officers as named in the grievance steps are one and the same, the subsequent steps will be deemed to have been complied with.

8.02

**Authorized Representatives**

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

- (a) An Employee may be assisted and represented by a Union Steward and/or Representative when presenting a grievance.
- (b) The Employer agrees that the Union Steward and/or Representative shall not be hindered, coerced or interfered with in any way in the performance of their functions while investigating disputes and presenting adjustments as provided in this Article. However, no Union Steward shall leave their work without obtaining consent from their supervisor which shall not be unreasonably withheld. The Union Steward shall not suffer any loss of regular earnings at the applicable rate of pay for time spent in the performance of their duties involving a grievance provided that the Union Steward does not leave the Employer's premises.
- (c) When processing a grievance, a Union Steward and/or Representative shall approach members at work only when engaged in such activities and provided they and the Employee have received the approval of the Human Resources Office or immediate Supervisor who is not within the scope of this Collective Agreement. Such approval shall not be unreasonably withheld.

8.03

**Time Limits**

For the purposes of this Article, periods of time referred to in days shall be deemed such periods of time calculated on consecutive calendar days exclusive of Saturdays, Sundays and Named Holidays which are specified in Article 27: Named Holidays.

8.04

**Mandatory Conditions**

- (a) Should the Employee or the Union fail to comply with any time limit in the grievance procedure, the grievance will be considered to be abandoned, unless the Parties have mutually agreed in writing to extend the time limits.
- (b) Should the Employer fail to comply with any time limits in the grievance procedure, the grievance shall automatically move to the next step on the day following the expiry of the particular time limit unless the Parties have mutually agreed in writing to extend the time limits.
- (c) During any and all grievance proceedings, the Employee shall continue to perform their duties, except in cases of suspension or dismissal.
- (d) A suspension grievance shall commence at Step 2. A dismissal grievance shall commence at Step 3.

8.05

**Steps in the Grievance Procedure**

- (a) Step 1 (Immediate Supervisor who is not within the scope of this Collective Agreement)

An Employee who has a grievance shall first discuss the matter with their immediate supervisor and attempt to resolve the grievance at this stage. In the event that it is not resolved satisfactorily to the Employee, it may be advanced in accordance with the following steps.

- (b) Step 2 (Director of the Department, or Designate)

If:

- (i) an individual grievance, within fifteen (15) days of the date the Employee first became aware of or reasonably should have become aware of the occurrence of the act causing the grievance; or
- (ii) a group grievance, within fifteen (15) days of the date any of the aggrieved Parties became aware of the event or reasonably should have become aware of the event leading to the grievance;

the grievance shall be submitted, in writing, stating the Article claimed to have been violated, the nature of the grievance and the redress sought, to the appropriate Human Resources Department. The Director of the Department or Designate shall reply in writing within ten (10) days of receiving the grievance. At the request of either Party, a grievance meeting shall be held prior to providing a written reply. If the grievance is not settled at this stage, it may be advanced to Step 3.

- (c) Step 3 (Vice President, or Designate)

Within ten (10) days of the reply from the Director of the Department or Designate or for a dismissal grievance, within fifteen (15) days of the date the Employee first became aware of or reasonably should have become aware of the occurrence of the act causing the grievance, the Employee shall submit the grievance in writing to the appropriate Human Resources Department. The Vice President or Designate shall hold a meeting and render a written decision within ten (10) days of receipt of the grievance. The Employee shall be entitled to have a Union Steward and/or Union Representative present during the meeting. If the grievance is not settled at this stage, the Union may decide to proceed to Arbitration.

- (d) Grievance meetings referred to in Clause 8.05 may include a teleconference or videoconference.



8.06

**Arbitration**

- (a) Either Party wishing to submit a grievance to Arbitration shall, within ten (10) days of the receipt of the decision at Step 3 of the grievance procedure, notify the other Party in writing of its intention to do so and name its appointee to the Arbitration Board, or state its desire to meet to consider the appointment of the single Arbitrator.
- (b) Within seven (7) days after receipt of notification provided for in Clause 8.06(a) above, the Party receiving such notice shall:
  - (i) inform the other Party of the name of its appointee to an Arbitration Board; or
  - (ii) arrange to meet with the other Party in an effort to select a single Arbitrator. Where agreement cannot be reached on the principal, and/or selection of a single Arbitrator, an Arbitration Board shall be established.
- (c) Where appointees to a Board have been named by the Parties, they shall within seven (7) days endeavor to select a mutually acceptable Chairman for the Arbitration Board. If they are unable to agree upon the choice of a Chairman, application shall be made to the Director of Mediation Services to appoint an Arbitrator pursuant to the provisions of the *Code*.
- (d) After a single Arbitrator has been selected, or the Arbitration Board has been formed in accordance with the above procedure, it shall meet with the Parties within twenty-one (21) days and hear such evidence as the Parties may desire to present; assure a full fair hearing, and shall render the decision, in writing to the Parties within fourteen (14) days after the completion of the hearing.
- (e) In the case of an Arbitration Board, the Chairman shall have the authority to render the decision with the concurrence of either of the other members, and a decision thus rendered or the decision of the single Arbitrator shall be final and binding on the Parties.
- (f) The Arbitration decision shall be governed by the terms of this Collective Agreement and shall not alter, amend or change the terms of this Collective Agreement.
- (g) Each of the Parties to this Collective Agreement shall bear the expenses of its appointee to an Arbitration Board. The fees and expenses of the Chairman or single Arbitrator shall be borne equally by the two (2) Parties to the dispute.
- (h) Any of the time limits herein contained in Arbitration proceedings may be extended if mutually agreed to in writing by the Parties.

8.07

**Optional Mediation**

The Parties may mutually agree to non-binding mediation:

- (a) If the grievance is not resolved at Step 3, either Party may request that a Mediator be appointed to meet with the Parties, investigate and define the issues in dispute and facilitate a resolution.
- (b) The Mediator shall be appointed by mutual agreement between the Parties.
- (c) The purpose of the Mediator's involvement in the grievance process is to assist the Parties in reaching a resolution of the dispute, and anything said, proposed, generated or prepared for the purpose of trying to achieve a settlement is to be considered privileged and will not be used for any other purpose.
- (d) The expenses of the Mediator shall be equally borne by both Parties.
- (e) The grievance may be resolved by mutual agreement between the Parties.

**ARTICLE 9**

**DISCIPLINE, DISMISSAL AND TERMINATION**

9.01

Disciplinary action by the Employer, including written reprimand, suspension or dismissal, will be taken within fifteen (15) days (excluding Saturday, Sundays and Named Holidays) of the date the Employer first became aware of, or reasonably should have become aware of the occurrence of the act. The Employer will provide a copy of written disciplinary action (including written reprimand, suspension or dismissal) to the Union within five (5) days (excluding Saturday, Sundays and Named Holidays) of the discipline. An Employer request to extend these time lines, in order to complete a proper investigation, shall be by mutual consent in writing by the Parties.

9.02

After eighteen (18) months of continuous service from the date the disciplinary measure was invoked, an Employee's official Human Resources file will be deemed cleared of any record of the disciplinary action, providing the Employee's file does not contain any further record of disciplinary action, during that eighteen (18) month period, of which the Employee is aware.

9.03

- (a) The Employer agrees that access to an Employee's Human Resources file shall be provided to the Employee, upon written request, once in every year.
- (b) Upon written request, a grievor shall be permitted to review their Human Resources file in the event of a difference or grievance. They may request a representative of the Union to be present at such time.
- (c) Upon written request, an Employee shall be given a copy of any documents in such file pertinent to the difference or grievance.

- (d) Employees may be charged a fee for copies where there is more than one request in a twelve (12) month period.

9.04 Any Employee who is to be disciplined, apart from discipline of a minor nature which does not become a part of the Employee's Human Resources file, shall be entitled to have a Union Steward present at the meeting. Where circumstances permit, the Employer shall schedule a disciplinary meeting with the Employee by giving reasonable advance notice which shall not be less than twenty-four (24) hours in order to arrange the attendance of a Union Steward. The Union may request an extension of twenty-four (24) hours in order to arrange the attendance of a Union Steward or Union Representative, such request shall not be unreasonably denied. During such a meeting, the Union Steward shall not become involved in discussions other than to advise the Employee of their rights or recommend a course of action to the Employee.

The right of the Employer to:

- (a) interview third parties, or
- (b) take action required to maintain order and protection of property;

shall not be restricted.

It is the sole responsibility of the Employee and the Union to arrange the attendance of such Union Steward. When it becomes necessary for a Union Steward to leave their job for this purpose, the Steward will give their Supervisor as much advance notice as possible. Arrangements will be made by the Supervisor to permit the Union Steward to leave their job for this purpose with no loss of regular earnings, as soon as reasonably possible. Such time off shall be granted only upon approval of the Department Head or authorized alternate, which approval shall not be unreasonably withheld.

9.05 An Employee required by the Employer to attend a disciplinary or investigation meeting shall be paid at the applicable rate of pay for time spent in that meeting.

9.06 An Employee absent for three (3) consecutive working days without good and proper reason will be considered to have terminated their employment with the Employer.

9.07 Except for the dismissal of a probationary Employee, there shall be no dismissal or discipline except for just cause.

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

## **ARTICLE 10**

### **EMPLOYEE MANAGEMENT ADVISORY COMMITTEE**

- 10.01 The Parties to this Collective Agreement agree to establish Employee-Management Advisory Committee(s) (EMAC) within the sites. Each Committee will consist of a maximum of six (6) persons with equal representation from the Parties.
- 10.02 In a site that has an established mechanism(s) that performs the functions of the EMAC as described in Clause 10.08 and where the mechanism(s) provides for the representation from this bargaining unit then the Employer and the Union Representative may mutually agree to waive Clause 10.01.
- 10.03 The representatives of the Employer on EMAC shall be those persons or alternates employed and designated by the Employer from time-to-time.
- 10.04 The representatives of the Union on EMAC shall be those Employees or Employee alternates designated by the Local from time-to-time.
- 10.05 The Parties mutually agree that the representatives of the Employer and the Union on EMAC should be the persons in authority whose membership should be as constant as reasonably possible with a minimum of alteration or substitution.
- 10.06 The Chair on EMAC shall be the senior representative of the Employer, and the Vice-Chair shall be the senior representative of the Union.
- 10.07 EMAC shall meet at a mutually acceptable hour and date. Either the Chair or the Vice-Chair may mutually call a special meeting to deal with urgent matters.
- 10.08 It is the function of EMAC to consider matters of mutual concern affecting the relationship of the Employer to its Employees and to advise and make recommendations to the Employer and the Union with a view to resolving difficulties and promoting harmonious relations between the Employer and its Employees. Zone matters of mutual concern may be referred to the Joint Task Force.
- 10.09 Either the Employer or the Union may have experts or advisors present at meetings of EMAC to make submissions to or to assist EMAC in the consideration of any specific problem. Each Party shall give the other reasonable advance notice of the anticipated presence of such experts or advisors.
- 10.10 Where an EMAC has not been established within a site, the Union may request a meeting with the designated Human Resources Department to discuss the formation of EMAC(s).
- 10.11 Within thirty (30) days of the request, the Parties will meet to discuss membership and subsequent development of Terms of Reference in accordance with Article 10: Employee Management Advisory Committee.
- 10.12 (a) Every effort will be made by the Parties to schedule this Committee meeting during an appointed Employee's regular working hours; and

- (b) In continuous operations, when
  - (i) an Employee is not scheduled to work; and
  - (ii) it is not possible to schedule the meetings during a time when the Employee is scheduled to work; and
  - (iii) no alternate attendee is available or appropriate to attend, an Employee who attends a EMAC meeting shall be paid at the basic hourly rate of pay.

10.13 Time spent in meetings of this Committee (inclusive of travel time) during an Employee's scheduled working hours shall be considered time worked and the Basic Rate of Pay will be paid to such Employees.

10.14 Where applicable, an Employee shall be entitled to claim travel time expenses in accordance with Article 38: Transportation and Subsistence.

## **ARTICLE 11**

### **HEALTH AND SAFETY**

11.01 The Parties to this Collective Agreement will cooperate to the fullest extent in the matter of occupational health, safety and accident prevention. The Employer will require that Employees utilize safety equipment and devices as required by the Occupational Health and Safety Code. Required safety equipment and devices will be provided where necessary by the Employer. The Employer and Employees will take reasonable steps to eliminate, reduce or minimize all workplace safety hazards.

11.02 The Employer shall establish a Health and Safety Committee(s) which shall be composed of representatives of the Employer and at least one (1) Employee representative of the Union and may include representatives of other employee groups. Where practical, the Union shall have two (2) representatives sit on the Committee(s). This Committee shall meet at least once a month.

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

11.04 The Basic Rate of Pay shall be paid to an Employee representative for time spent in attendance at a meeting of this Committee.

11.05 The Employer shall not unreasonably deny Employee representatives of the Health and Safety Committee(s) access to the workplace to conduct safety inspections.

11.06 The Committee shall consider such matters as occupational health and safety including responsibility for communication and education as required. The Union may make recommendations to the Employer in that regard.

- 11.07 The Health and Safety Committee shall also consider measures necessary to protect the security of each Employee on the Employer's premises and may make recommendations to the Employer in that regard.
- 11.08
- (a) If an issue arises regarding occupational health or safety, the Employee or Union shall first seek to resolve the issue through discussion with the applicable immediate supervisor in an excluded management position. If the issue is not resolved satisfactorily, it may then be forwarded, in writing, to the Committee. The Committee shall meet within ten (10) days (excluding Saturdays, Sundays and Named Holidays) of receiving a written issue regarding occupational health and safety.
  - (b) Should an issue not be resolved by the Committee, the issue shall be referred to the Senior Program Officer, or designate(s) with accountability for Workplace Health & Safety. A resolution meeting between the Union and the Senior Program Officer, or Designate(s), shall take place within twenty-one (21) calendar days of the issue being referred to the Senior Program Officer. The Senior Program Officer or designate(s) shall reply in writing to the Union within seven (7) days (excluding Saturdays, Sundays and Named Holidays).
  - (c) Should an issue not be resolved by the Senior Program Officer, or Designate(s) the issue shall be referred to the Chief Executive Officer (or Designate). A resolution meeting between the Union and the CEO (or Designate) shall take place within twenty-one (21) calendar days of the issue being referred to the CEO. The CEO (or Designate) shall reply in writing to the Union within seven (7) calendar days (excluding Saturdays, Sundays and Named Holidays).
  - (d) Should the issue remain unresolved following the CEO's written response, the Union may request and shall have the right to present its recommendation(s) to the governing Board. The governing Board shall reply in writing to the Union within twenty-eight (28) calendar days of the presentation by the Union.
- 11.09 The Employer shall have in place a Workplace Violence Prevention and Response Policy (that includes harassment and bullying), and working alone policies and procedures to support a working alone safety plan which adheres to the Occupational Health and Safety legislation.
- 11.10 The Employer shall have a process in place to protect the Employees in situations that could impact the safety of the Employees in the workplace such as: isolation/contagious disease communication and notification of violent patient/resident.
- 11.11 Employer policies, plans and procedures related to Occupational Health & Safety shall be reviewed annually by the Committee.
- 11.12 Where the Employer requires that the Employee receive specific immunization and titre, as a result of or related to their work, it shall be provided at no cost.

- 11.13 (a) Occupational Health & Safety education, training and instruction shall be provided to Employees, at the Basic Rate of Pay, to fulfill the requirements for training, instruction or education set out in the *Occupational Health and Safety Act*, Regulation or Code.
- (b) The Employer shall provide training at no cost to all Employees on the Committee to assist them in performing their duties on the Committee. Such training shall be provided at the Employee's basic rate of pay.
- 11.14 When introducing a regularly scheduled shift that begins or ends between the hours of twenty-four hundred (2400) and zero six hundred (0600), the Employer will notify the Union.

## **ARTICLE 12**

### **BULLETIN BOARDS**

- 12.01 The Employer shall provide bulletin boards which shall be placed so that all Employees shall have access to them and upon which the Union shall have the right to post notice of meetings and such other notices as may be of interest to Employees. It is not the intention of the Union to post anything objectionable to the Employer. The Employer reserves the right to require that posted material objectionable to the Employer be removed from bulletin boards.

## **ARTICLE 13**

### **SUPPLY OF UNIFORMS**

- 13.01 (a) The Employer will continue to supply and maintain (launder and repair) without charge such uniforms which the Employer presently requires Employees to wear. Uniforms remain the property of the Employer and shall not be worn other than on duty. The nature, color and style of uniforms and the requirements of each group of Employees in respect thereto shall be determined by the Employer.
- (b) When an Employee requests to supply their own uniform, the nature, colour and style of the uniform shall be determined by the Employer. The Employee request shall not be unreasonably denied.

## **ARTICLE 13A**

### **PROTECTIVE CLOTHING AND PERSONAL PROTECTIVE EQUIPMENT**

- 13A.01 Protective clothing and safety equipment shall be provided by the Employer as required by the *Occupational Health and Safety Act* and *Regulations* thereto, at no cost to the Employee.
- 13A.02 Where the Employer determines that steel-toed safety footwear should be provided, the Employer shall either provide the actual steel-toed safety footwear or reimburse each eligible Employee the cost of such footwear up to a maximum of one hundred and seventy dollars (\$170.00) every two (2) years.

## **ARTICLE 14**

### **PROBATION**

- 14.01 Prior to being appointed a Regular Employee, a newly hired Employee shall first serve a probationary period of five hundred and three point seven five (503.75) regular hours worked, exclusive of training. If such an Employee is unsatisfactory in the opinion of the Employer, such Employee may be dismissed or the Employee's employment terminated, in writing, at any time during the probationary period without cause and without notice or pay in lieu of notice except as may be provided by the provisions of the *Alberta Employment Standards Code*. Such dismissal or termination of employment may be subject to the grievance procedure except that it shall not be the subject of Arbitration at Step IV. A decision at Step III of the grievance procedure shall be final and binding on the Parties and all interested persons. Employees will be kept advised of their progress during the probationary period. If there are deficiencies during the probationary period, the Employer shall provide written evaluation to the Employee and where possible, provide the Employee an opportunity to correct them, prior to the completion of the probationary period.
- 14.02 If a probationary Employee is promoted or transfers to another classification, they shall be required to commence and serve a new probationary period of five hundred and three point seven five (503.75) regular hours worked.
- 14.03 A Regular Employee's current period of continuous service with the Employer as a Temporary or Casual Employee shall be counted toward the probationary period required in Clause 14.01, if appointed without interruption or break in service to a regular position provided that such service occurs in the same Department and within the same classification as such regular position.
- 14.04 By mutual agreement in writing between the Union and the Employer, the probationary period may be extended up to a maximum of five hundred and three point seven five (503.75) regular hours worked. During the extended period, and if in the opinion of the Employer, the Employee is found to be unsatisfactory, such Employee may be dismissed or their employment terminated, in writing, at any time during the extended period without cause. Such dismissal or termination of employment may be subject to the grievance procedure except that it shall not be the subject of Arbitration at Step IV. A decision at Step III of the grievance procedure shall be final and binding on the Parties and on all interested persons. An Employee will be kept advised of their progress during the extension to the probationary period.

## **ARTICLE 15**

### **SENIORITY**

- 15.01 (a) Employees' "seniority date" shall be the date on which a Regular or Temporary Employee's continuous service commenced within the Bargaining Unit, including all periods of continuous service as a Casual, Temporary or Regular Employee.



- (b) Seniority shall not apply during the probationary period; however, once the probationary period has been completed, seniority shall be credited from the seniority date established pursuant to Clause 15.01(a).
- (c) The “seniority date” for Employees previously employed in this Bargaining Unit, where the Employee’s seniority was at the time calculated on an hours worked basis, shall be the “seniority date” established by a conversion process under the Alberta Health Services/Alberta Union of Provincial Employees (General Support Services) Collective Agreement that expired on March 31, 2011.

15.02 A Regular Full-time Employee or Regular Part-time Employee who resigns from service within the Bargaining Unit and is subsequently re-employed shall have seniority only from the date of such re-employment.

15.03 A Regular Full-time Employee or Regular Part-time Employee who accepts or is working in a position outside the jurisdiction of the Bargaining Unit will not accumulate seniority for this period and will have their seniority date adjusted accordingly upon returning to the Bargaining Unit.

15.04 Seniority shall be considered in determining:

- (a) preference of vacation time in Article 28: Vacation by Work area(s), program(s) or site(s), whichever is applicable;
- (b) layoffs and recalls, subject to the provisions specified in Article 16: Layoff and Recall;
- (c) transfers and in filling vacancies within the Bargaining Unit subject to the provisions specified in Article 17: Transfers, Promotions and Vacancies; and
- (d) assignment of available shift schedules in a new master rotation in a work area(s), program(s), or site(s) whichever is applicable, provided that:
  - (i) the required skill mix, as determined by the Employer, is achieved; and
  - (ii) the Employee has the necessary qualifications, skills and abilities to do the job, or can obtain these within the first five (5) shifts of the new schedule.

When seniority cannot be used as the determining factor for the provisions under 15.04(d), the Union will be advised.

15.05 An up-to-date seniority list shall be sent to the Union at one email address provided by the Union, on a quarterly basis and when any Regular Employee is served notice of layoff. Such list shall include each Employee’s classification. Subject to the Employer’s ability to do so, the seniority list shall be sent to the Union electronically.

## **ARTICLE 16**

### **LAYOFF AND RECALL**

#### **Layoff**

16.01 The Employer and the Union recognize the value of meeting prior to a position abolishment or layoff process occurring to discuss how the processes will take place, review the current seniority list and other relevant factors. The Parties will also discuss the impact on Employees on approved Leave of Absence, WCB, STD and LTD insurance benefits.

16.02 When, in the opinion of the Employer, it becomes necessary to:

- (i) reduce the number of Regular Employees; or
- (ii) reduce the FTE of Regular Employee(s); or
- (iii) increase the FTE of Regular Employee(s)

the Employer will notify Employees at least twenty-eight (28) calendar days prior to the layoff. The twenty-eight (28) calendar days notice shall not apply where layoff results from an Act of God, fire, flood, or work stoppage by Employees not covered by this Collective Agreement. If the Employee to be laid off is not provided with an opportunity to work their regularly scheduled hours during the twenty-eight (28) calendar days after the notice of layoff, the Employee shall be paid in lieu of such work for that portion of the twenty-eight (28) calendar days during which work was not made available.

16.03 (a) Where there is a reduction in the number of Regular Employee(s) or a reduction of the FTE of Regular Employee(s), the Regular Employee(s) with the least seniority within the same classification, department or program, and home-site shall be the first (1<sup>st</sup>) Employee(s) laid off.

(b) Where there is an increase of the FTE of Regular Employee(s) due to schedule changes, the Regular Employee(s), within the affected classification, affected department or program within the home-site shall be the first (1<sup>st</sup>) Employees offered increases to their FTE based on seniority, provided they have the qualifications and abilities to perform the work or can meet the requirements for the increase within a training/orientation period of up to the first five (5) shifts. Should the Regular Employee(s) reject the offer, the Employee is deemed to be laid off. Should the Regular Employee(s) accept the offer; the Employee will not be laid off.

16.04 A consultation meeting will be arranged by the Employer:

(a) Between the Employee, an Employer Representative(s), and a Union Representative(s) at which time the Employee will be advised of available vacant positions into which they may be placed with:

- (i) equal, higher, or lower FTE;

- (ii) same or lower classification/end rate;
  - (iii) for which they are qualified or meet the requirements of the position within a training/orientation period of up to the first five (5) shifts; and
  - (iv) within a fifty (50) kilometer radius of the Employee's site.
- (b) An Employee eligible to be placed in accordance with Clause 16.04(a) shall have seventy-two (72) hours to advise the Employer of their decision to accept or reject the placement.
- (c) In the event the Employee is placed in accordance with this Clause in a position which has a maximum Basic Rate of Pay less than the rate the Employee was receiving upon the date of layoff, their Basic Rate of Pay shall be maintained in that classification until such time as the Basic Rate of Pay in the lower classification exceeds their current rate of pay.

16.05 An Employee who is not placed in a position in accordance with Clause 16.04 and who declines placement in a vacant equivalent FTE position within their pay grade at their home site shall not be eligible to displace another Employee and shall forfeit recall rights.

16.06 An Employee to whom Clause 16.05 does not apply may displace another Employee with less seniority subject to the following sequence and provided they are qualified to perform the duties, or meet the requirements of the position within a training/orientation period of up to the first five (5) shifts:

- (a) first, the least senior Employee at the home site in the same FTE and same classification; or
- (b) next, the least senior Employee at the home site with the same FTE within the same pay grade; or
- (c) next, the least senior Employee at the home site within the same pay grade and the same or lower FTE; or
- (d) next, the least senior Employee at another site within a fifty (50) kilometer radius of the Employee's site and within the same pay grade and the same FTE; or
- (e) next, the least senior Employee working at a site within a fifty (50) kilometer radius of the Employee's site who is in the next lowest pay grade, within the same group, with the same or lower FTE, for which the Employee is qualified.

16.07 An Employee displacing in accordance with Clause 16.06 shall have seventy-two (72) hours to advise the Employer of their decision.

16.08 An Employee choosing not to displace another Employee may accept layoff subject to recall.

- 16.09 Employees on full layoff such that the Regular Employee does not hold a regular or temporary position, may elect to maintain coverage of contributory benefit plans specified in Article 31: Prepaid Health Benefits, provided that the Employee makes arrangements prior to the date of layoff to pay the full premium costs. Such arrangements shall continue for a period of twelve (12) months from the date of initial layoff. In the event an Employee works casual shift(s) the Employee shall remain responsible for the payment of the full premium cost. In the event an Employee on full layoff is recalled to a benefit-eligible position, the Employer and the Employee will resume payment of their share of the premiums for applicable benefit plans in accordance with Article 31: Prepaid Health Benefits.

### **Recall**

- 16.10 Employees who have been laid off for less than three hundred sixty-five (365) calendar days shall be recalled in order of seniority.
- 16.11 Recall shall be to positions:
- (a) in the Employee's previous or lower classification/end rate provided the Employee possesses the necessary qualifications to perform the work and;
  - (b) with an equal or lower FTE; and
  - (c) within a fifty (50) kilometer radius of the Employee's site
- 16.12 The method of recall shall be by telephone or, if such is not possible, by registered letter sent to the Employee's last known place of residence. The Employee so notified will return to work on the date specified or other mutually agreed date. Failure to report on the date specified or mutually agreed date shall constitute a termination of employment by the Employee.
- 16.13
- (a) Employees placed into a position within their current classification in accordance with Clauses 16.04, 16.06 or 16.11 shall be subject to a trial period of twenty (20) shifts in which to demonstrate their ability to perform the duties of the new position. During the trial period the Employee may be returned to layoff status for the balance of the initial layoff period.
  - (b) Employees placed into a position that is different than their current classification in accordance with Clauses 16.04, 16.06 or 16.11 shall be subject to a trial period of forty (40) shifts in which to demonstrate their ability to perform the duties of the new position. During the trial period the Employee may be returned to layoff status for the balance of the initial layoff period.
- 16.14 Recall rights shall be forfeited if:
- (a) an Employee refuses recall to a position with an equivalent FTE within their pay grade and at the same home site from which the Employee was laid off;
  - (b) the Employee accepts a recall and returns to a position in the same pay grade and FTE;

- (c) the Employee applies on a posted position and is successful in accordance with Article 17: Promotions, Transfers and Vacancies.
  - (d) three hundred and sixty-five (365) calendar days from the date of the initial layoff have expired.
- 16.15 No new Employees will be hired within a fifty (50) kilometer radius of a site where layoffs occurred while there are laid off Employees from that site who possess the necessary qualifications for the position and are willing to accept it.
- 16.16 Employees on layoff:
  - (a) shall indicate in writing on a quarterly basis to the Employer their availability to work casual shifts;
  - (b) who refuse casual shifts may do so without adversely impacting their recall rights.
- 16.17 An Employee shall have the right to refuse a recall to a position with a lesser FTE or a lower paid classification than their pre-layoff position without forfeiting their recall rights.
- 16.18 Regular Employees on layoff shall not be deemed to have abandoned recall rights to their pre-layoff FTE positions by accepting temporary positions or positions with a lesser FTE or a lower paid classification.
- 16.19 If a number of Employees are to be affected by a staffing/FTE adjustment, the Employer and Union may mutually agree to an alternate process that minimizes the impact to the affected Employees and the organization.
- 16.20 The Union shall be provided with an up-to-date layoff list on a quarterly basis subject to the Employer's systems capability.
- 16.21 In this Article, "pay grade" means "series"; that is the classification contained within each alphanumeric identifier contained in the pay classification appendix.

## **ARTICLE 17**

### **PROMOTIONS, TRANSFERS AND VACANCIES**

- 17.01 All Regular and Temporary vacancies to be filled, which fall within the Bargaining Unit, will be posted electronically for a period of not less than seven (7) full calendar days excluding Named Holidays. A copy of the posting will be provided to the Union. The posting shall contain the following information:
  - (a) classification;
  - (b) qualifications;
  - (c) employment status (i.e. regular full-time, regular part-time, temporary, etc.);

- (d) full-time equivalency;
- (e) range of rate of pay;
- (f) if a temporary position, the anticipated duration of the position;
- (g) for information purposes only, current site(s);
- (h) for information purposes only, a notice of vacancy shall specify the current number of hours per shift, current shifts per shift cycle and the current shift pattern for the position.

17.02 Subject to Clause 17.04, where vacancies are filled, first consideration shall be given to Employees who are already members of the Bargaining Unit.

17.03 All applications delivered to the specified Human Resources department during the posting period will be considered. Where there are internal applicants for a posting, the name of the successful applicant shall be communicated to them in writing within seven (7) calendar days of the appointment and provided electronically to the Union.

17.04 (a) In making promotions and transfers, experience, qualifications, requisite job-related skills, abilities, and other relevant attributes applicable to the position shall be the primary consideration. Where these factors are assessed by the Employer to be relatively equal, seniority shall be the deciding factor.

(b) Promotions shall only be made in accordance with Clause 17.04(a) or Article 19: Reclassification.

17.05 When circumstances require the Employer to fill a vacancy before expiration of the posting period, the appointment shall be made on a temporary basis only, until a regular appointment is made.

17.06 An Employee transferred or promoted to a position in the Bargaining Unit shall serve a trial period of up to four hundred and sixty-five (465) hours worked in the new position or to a maximum of six (6) months for Regular Part-time Employees. During the trial period the Employee may either:

- (a) return to their former position at their request; or
- (b) be returned to their former position;

but in either circumstance, at the sole discretion of the Employer, the Employee may be assigned to a similar position within the site consistent with their abilities and/or qualifications, which position may not be the specific position or in the specific area occupied prior to the transfer or promotion.

- 17.07 (a) Where a vacancy for a temporary position has been filled by the appointment of a Regular Full-time or Part-time Employee, and where, at the completion of the expected term of the temporary position, the Employer decides that the Employee is no longer required in that position, the Employee shall be reinstated in their former position. If such reinstatement is not possible, the Employee shall be placed in another suitable position. Such reinstatement or placement shall be without loss of seniority and at not less than the same rate of pay to which the Employee would be entitled had the Employee remained in the former position. A Regular Employee who applies for and is successful on a temporary posting shall maintain their status as a Regular Employee.

Regular Employees who are reinstated or placed in another suitable position will provide the former department as much notice as possible and where possible a minimum of two (2) weeks notice.

- (b) Where a vacancy for a temporary position has been filled by the appointment of a Casual Employee, and, where, at the completion of the expected term of the temporary position, the Employer decides that the Employee is no longer required in that position, the Employee shall be reinstated to casual status and shall resume the normal terms and conditions of employment applicable to a Casual Employee. A Casual Employee who applies for and is successful for a temporary position shall receive all entitlements and benefits applicable to a Temporary Employee during the term of the temporary position.

- 17.08 During the term of a temporary position, the incumbent Employee shall be eligible to apply on postings in accordance with the following:

- (a) Such Employees shall be eligible to apply on postings of vacancies for regular positions pursuant to Article 17: Promotions, Transfers and Vacancies. In the event that such Employee is successful on a posting pursuant to Article 17: Promotions, Transfers and Vacancies, the Employer shall not be required to post any resulting vacancy, if the time remaining for the temporary position is less than three (3) months.
- (b) Where a vacancy for a temporary position exists, such Employee shall not be eligible to apply, unless the position posted commences after the expiry of the term for which the Employee was hired or within three (3) months of the end of the expiry of the term for which the Employee was hired.

- 17.09 The reinstatement or placement of an Employee in accordance with Clauses 17.06 and 17.07(a) shall not be construed as a violation of the posting provisions of Clause 17.01.

- 17.10 The Employer shall provide to each new Employee a copy of their position description/specifications, within fifteen (15) working days of commencement of employment.

- 17.11 The Parties may mutually agree to waive application of this Article.

## **ARTICLE 18**

### **ACTING INCUMBENTS**

- 18.01 An Employee required by the Employer to replace another Employee holding a position within this Bargaining Unit, to which is assigned a higher maximum rate of pay, for a period of two (2) hours or more shall in addition to the Employee's Basic Rate of Pay, be paid a premium which is the equivalent hourly rate of the difference between the Employee's current Basic Rate of Pay and the pay they would receive under Clause 37.04.
- 18.02 An Employee required by the Employer to replace another Employee in a position of greater responsibility outside the scope of the Bargaining Unit for a period of two (2) hours or more shall, in addition to their Basic Rate of Pay, be paid a premium of one dollar and twenty-five cents (\$1.25) per hour.
- 18.03 An Employee required by the Employer to temporarily replace another Employee holding a position within the Bargaining Unit to which is assigned a lower pay grade, except as provided in Clause 37.05, shall not have their Basic Rate of Pay adjusted.
- 18.04 (a) In Facilities, Maintenance and Engineering where there are no Lead Hand classifications or Senior Maintenance Engineers, the Employer may designate Journeyman Trades or Maintenance Worker Employees to assume the temporary responsibilities of Lead Hand or Senior Maintenance Engineers. Employees so designated shall receive, in addition to their regular earnings, a premium of one dollar and twenty-five cents (\$1.25) per hour worked for the duration of their temporary appointment as Lead Hand. In addition to their normal duties, an Employee designated to be Lead Hand shall be responsible for coordinating the efforts of other Journeyman Trades Employees assigned to work with the Employee to ensure that the work is completed satisfactorily.
- (b) Employees employed in Lead Hand classifications or Employees receiving Acting Incumbency pay for being assigned work in a Lead Hand classification in accordance with Clause 18.01, shall not be eligible for Lead Hand premium.

## **ARTICLE 19**

### **RECLASSIFICATION**

- 19.01 Employees holding positions which fall within the Bargaining Unit will be provided with a functional outline of their duties. An Employee will be provided with a written copy upon written request to Human Resources.



- 19.02
- (a) When the duties of a classification are significantly altered by an action of the Employer, or where a new classification is developed by the Employer, which may fall within the Bargaining Unit, the Employer shall give written notice to the Union of the new or altered classification and the proposed rate of pay for such classification within twenty-one (21) calendar days of the action.
  - (b) The Union may contest the proposed rate of pay by sending written notice to the Employer. A notice to contest the rate of pay must be sent to the Employer not later than twenty-one (21) calendar days from the date of the Employer's notice.
  - (c) The Parties shall attempt to resolve the rate of pay through negotiations. Should the two (2) Parties fail to reach an agreement through negotiations, the grievance procedure shall apply.
  - (d) The proposed rate of pay for the new or altered classification shall remain in effect until such time as it is amended as a result of negotiations or the resolution of the grievance regarding the proposed rate of pay. Such amended rate will be effective from the date of written notice from the Employer to the Union.
- 19.03
- An Employee's written request to Human Resources, with a copy to their immediate Supervisor who is not within the scope of this Collective Agreement, for a classification or job review will be dealt with within sixty (60) days of receipt. The review will be based on the position as it was on the date of the request for review. The Employee will be advised in writing of the results of the review within ninety (90) days of the date of the request. An Employee may only request a subsequent review when substantive changes have occurred in the position since the last review.
- 19.04
- An Employee whose position is reclassified to one with a higher Basic Rate of Pay shall be advanced in accordance with Article 37: Salaries.
- 19.05
- An Employee whose position is reclassified to a lower Basic Rate of Pay through no cause of the Employee, shall have their Basic Rate of Pay maintained in that classification until such time as the Basic Rate of Pay of the lower classification meets or exceeds their current Basic Rate of Pay.
- 19.06
- Should the Employee feel that they have not received proper consideration in regards to a classification review, they may request that the matter be further reviewed by discussion between the Union and Employer, as outlined below.

(a) Classification Appeal Request

When an Employee wishes to have a classification decision further reviewed, the Employee, in consultation with the Union Representative (Classification) shall submit a written request to the Employer (Human Resources-Job Evaluation) within fifteen (15) consecutive calendar days (exclusive of Saturdays, Sundays and Named Holidays) of the time the Employee received written notification of the classification decision. Note: Compensation is not an appealable factor.

The written request shall:

- (i) Outline the reason(s) the Employee believes the classification decision is not appropriate.
- (ii) Identify an existing classification within the agreement they think is appropriate and how the current job duties fit within the proposed classification (rationale).
- (iii) Any additional information and/or supporting documentation that is necessary or relevant to evaluate the request.

Upon receipt of the request for appeal and complete information, a representative from the Employer (Human Resources-Job Evaluation) and the Union Representative (Classification) will review all relevant documents from the Employee to determine validity of the appeal within thirty (30) consecutive calendar days (excluding Saturdays, Sundays and Named Holidays).

(b) Internal Appeal Process

- (i) Following confirmation of appeal validity, as noted above, the Employer (Human Resources-Job Evaluation) will conduct a further internal review based on the information provided, which may include discussions with the Employee, the Employee's Manager and/or Director and the Union. The Employer (Human Resources-Job Evaluation) will meet with the Union Representative (Classification) within sixty (60) consecutive calendar days (excluding Saturdays, Sundays and Named Holidays) following receipt of the appeal to communicate its' decision and discuss the rationale for the decision. The Employee or Management representative may attend this meeting as needed.
- (ii) In the event the Union and Employee do not agree with the decision, the Union may submit an appeal to the Director, Job Evaluation (or designate), within fifteen (15) consecutive calendar days (excluding Saturday, Sundays and Named Holidays) following the date the decision was communicated in (i) above.

- (iii) The Director, Job Evaluation (or designate) shall meet with the Employer (Human Resources-Job Evaluation) and Union Representative (Classification) within sixty (60) consecutive calendar days (excluding Saturdays, Sundays and Named Holidays) of the appeal being advanced to this level (Internal Appeal). Both Parties shall submit their respective positions in writing to the other Party and to the Appeal Chair no later than ten (10) consecutive calendar days (excluding Saturdays, Sundays, and Named Holidays), prior to the date of the appeal hearing.
- (iv) The decision of the Director, Job Evaluation (or designate), will be communicated to the Union within ten (10) consecutive calendar days (excluding Saturdays, Sundays and Named Holidays) of the internal appeal hearing.
- (v) Where a decision from this process results in an increase in pay for the affected Employees, such pay increase will be effective the date the Employee submitted the original request for review.

(c) External Appeal Process

In the event the Union and Employee do not agree to the classification decision by the Director, Job Evaluation (or designate), the Union may submit an appeal of this decision to the Employer (Human Resources) within fifteen (15) consecutive calendar days (excluding Saturdays, Sundays and Named Holidays) of the reply from the Director, Job Evaluation.

The Parties agree that a single external classification consultant (Appeal Chair), agreed to by the Parties, shall be appointed to hear the appeal. Decisions will be based on the Employer's classifications, classification system, current approved job description, job profiles and/or methodology, in effect within Alberta Health Services.

The appeal hearing will be scheduled for both Parties to present their rationales and supporting documentation to the classification consultant. This hearing shall be scheduled within sixty (60) consecutive calendar days (excluding Saturdays, Sundays and Named Holidays) or within such period as may be mutually agreed between the Parties, from the date that the appeal was advanced to the external level.

Both Parties shall submit their respective positions in writing to the other Party and to the Appeal Chair (Classification Consultant) no later than ten (10) consecutive calendar days (excluding Saturdays, Sundays and Named Holidays) prior to the date of the appeal hearing.

The Classification Consultant will review the information provided in writing and presented at the appeal hearing to render a decision within ten (10) consecutive calendar days (excluding Saturdays, Sundays and Named Holidays) and the decision will be final and binding on both Parties.

The third-party Classification Consultant shall be selected from a standing list of consultants agreed to by the Parties. The fees and expenses of the adjudicator shall be shared equally between the Parties.

Where a decision from this process results in an increase in pay for the affected Employees, such pay increase will be effective the date the Employee submitted the request for review.

## **ARTICLE 20**

### **HOURS OF WORK**

#### **Regular Full-time Employees**

- 20.01           (a)     The regular hours of work, exclusive of meal breaks, for Regular Full-time Employees, other than those listed in (b) below shall be seventy-seven and one-half (77 1/2) hours in each period of fourteen (14) calendar days averaged over one (1) complete cycle of the shift schedule and the normal work day, or shift shall be seven and three-quarter (7 3/4) work hours.
- (b)     Regular hours of work, inclusive of meal breaks, for Regular Full-time Power Engineers, Control Centre Operators and Maintenance Worker IV's who are scheduled to work a regular eight (8) hour shift in a Power Plant Operation, shall be:
- (i)     eight (8) hours per day; and
- (ii)    eighty (80) hours in a fourteen (14) calendar day period averaged over one (1) complete cycle of the shift schedule.
- 20.02           Unless otherwise mutually agreed between the Employer and the Employee, shift schedules for Regular Full-time Employees shall be constructed in a way that provides for:
- (a)     not more than two (2) different shift starting times between scheduled days off except where to do so, will result in the reduction of any position FTE(s) in the affected work area(s) or program(s).
- (b)     at least two (2) of the scheduled days off to be consecutive in each two (2) week period;
- (c)     not more than six (6) consecutive days of work without receiving days off;
- (d)     no split shifts; and
- (e)     at least two (2) weekends off in a six (6) week period; "weekend" shall mean a Saturday and the following Sunday.
- 20.03           (a)     Employees will not have less than fifteen (15) hours off between changes in shifts except in the case of overtime work or as otherwise mutually agreed by the Parties.

- (b) Notwithstanding Clause 20.03(a), Employees working in community programs, with evening services shall have at least ten (10) hours off between changes in shifts except in the case of overtime work or as otherwise mutually agreed by the Parties.
- (c) Clause 20.03(a) shall not apply where the operational needs of a program or work area makes it necessary to reduce an Employee's rest period in order to meet that operational need. In these circumstances however, an Employee shall have at least twelve (12) hours off between changes in shifts, except in the case of overtime work or as otherwise mutually agreed by the Parties. This Clause applies to Employees working in:
  - (i) patient clinics in Cancer Care with evening services;
  - (ii) Addiction Services with evening services; or
  - (iii) programs, the operation of which requires staggered start and end times, to the extent of that need, such as:
    - (A) programs where employees rotate through staggered start and end times for health and safety purposes;
    - (B) programs where there are staggered start and end times and there is reduced coverage on weekends and the reduced rest period is necessary for that weekend coverage; and
    - (C) programs where staggered start and end times are in place and Employee schedules provide for twelve (12) hours rest between shifts in order to ensure that Employees maintain their FTEs.

20.04 The first (1<sup>st</sup>) shift of any day will be the one on which the majority of hours are worked on that day.

- 20.05
- (a) Except for Employees identified under Clause 20.01(b), time off duty for meals will not be considered as working time and will not be less than one-half (1/2) hour in each shift. If an Employee is recalled to duty during a meal break, compensating time shall be provided later in the shift or paid to the Employee at overtime rates.
  - (b) Employees covered under Clause 20.01(b) shall be provided with a paid meal break at the Basic Rate of Pay for not less than one-half (1/2) hour in each shift.

- (c) A paid rest period of fifteen (15) minutes will be permitted during each full one-half (1/2) shift, the time of which shall be scheduled by the Employer. Paid rest periods will not be scheduled in conjunction with meal breaks, starting times, quitting times, or taken together except by mutual agreement between the Employee and the Employer. If an Employee is unable to take their paid rest period or is recalled from their paid rest period, compensating time shall be provided later in their shift or paid to the Employee at an additional one times (1X) their Basic Rate of Pay.
- (d) The time of meal breaks and rest periods shall be determined by the Employer. In making this determination the Employer will consider Employee preferences.

### **Regular Part-time Employees**

- 20.06
- (a) Hours of work, exclusive of meal breaks, for Regular Part-time Employees, other than those listed in (b) below, shall be less than seventy-seven and one-half (77 1/2) hours in each period of fourteen (14) calendar days averaged over one (1) complete cycle of the shift schedule and the normal work day, or shift shall be up to seven and three-quarter (7 3/4) work hours.
  - (b) Hours of work, inclusive of meal breaks, for Regular Part-time Power Engineers, Control Centre Operators and Maintenance Worker IV's who are scheduled to work a regular eight (8) hour shift in a Power Plant Operation, shall be:
    - (i) up to eight (8) hours per day; and
    - (ii) less than eighty (80) hours in a fourteen (14) calendar day period averaged over one (1) complete cycle of the shift schedule.
  - (c) The first (1<sup>st</sup>) shift of any day will be the one on which the majority of hours are worked on that day.
  - (d)
    - (i) Except for Employees identified in Clause 20.06(b), hours of work shall exclude an unpaid meal break of not less than one-half (1/2) hour for shifts worked greater than five (5) hours. If an Employee is recalled to duty during a meal break, compensating time shall be provided later in the shift or paid to the Employee at overtime rates.
    - (ii) Employees covered under Clause 20.06(b) shall be provided with a paid meal break at the basic rate of pay for not less than one-half (1/2) hour for shifts worked greater than five (5) hours.

- (iii) All Regular Part-time Employees shall be permitted one (1) paid rest period of fifteen (15) minutes during each full period of three point eight seven five (3.875) hours worked, the time of which shall be scheduled by the Employer. If an Employee is unable to take their paid rest period, or is recalled from their paid rest period, compensating time shall be provided later in their shift or paid to the Employee at an additional one times (1X) their Basic Rate of Pay.
- (iv) Paid rest periods will not be scheduled in conjunction with meal breaks, starting times, quitting times, or taken together except by mutual agreement between the Employee and the Employer.
- (v) Power Engineers, Control Centre Operators and Maintenance Worker IVs referenced in Clause 20.06(b) may be required to take their paid meal breaks and rest periods in the Power Plant in order to comply with the operation and supervision requirements of the *Safety Codes Act*.
- (vi) Employees will not have less than fifteen (15) hours off between changes in regularly scheduled shifts except in the case of overtime work or as otherwise mutually agreed.
- (vii) Notwithstanding Clause 20.06(d)(vi), Employees working in community programs with evening services shall have at least ten (10) hours off between changes in shifts except in the case of overtime work or as otherwise mutually agreed.
- (viii) Clause 20.06(d)(vi) shall not apply where the operational needs of a program or work area makes it necessary to reduce an Employee's rest period in order to meet that operational need. In these circumstances however, an Employee shall have at least twelve (12) hours off between changes in shifts, except in the case of overtime work or as otherwise mutually agreed by the Parties. This clause applies to Employees working in:
  - (A) patient clinics in Cancer Care with evening services;
  - (B) Addiction Services with evening services; or
  - (C) programs, the operation of which requires staggered start and end times, to the extent of that need, such as:
    - a) programs where Employees rotate through staggered start and end times for health and safety purposes;
    - b) programs where there are staggered start and end times and there is reduced coverage on weekends and the reduced rest period is necessary for that weekend coverage; and

- c) programs where staggered start and end times are in place and Employee schedules provide for twelve (12) hours rest between shifts in order to ensure that Employees maintain their FTEs.
- (e) Unless otherwise mutually agreed between the Employer and the Employee, shift schedules for Regular Part-time Employees shall be constructed in a way that provides for:
  - (i) not more than two (2) different shift starting times between scheduled days off except where to do so will result in the reduction of any position FTE(s) in the affected work area(s) or program(s);
  - (ii) at least two (2) of the scheduled days off to be consecutive in each two (2) week period;
  - (iii) not more than six (6) consecutive days of work without receiving days off;
  - (iv) no split shifts; and
  - (v) excepting Employees who are employed specifically for weekend work, Part-time Employees will receive at least two (2) weekends off in a six (6) week period; “weekend” shall mean a Saturday and the following Sunday.
- (f) The Basic Rate of Pay will prevail for additional hours of work assigned to a Regular Part-time Employee beyond their scheduled hours provided:
  - (i) the hours worked do not exceed seven and three-quarter (7 3/4) or eight (8) hours as applicable;
  - (ii) the hours worked do not exceed seventy-seven and one-half (77 1/2) or eighty (80) hours as applicable over a period of fourteen (14) calendar days averaged over one (1) complete cycle of the shift schedule;
  - (iii) the Regular Part-time Employee does not work in excess of six (6) consecutive days without days off unless mutually agreed between the Employee and the Employer.
- (g) When a Regular Part-time Employee accepts additional hours as per the preceding conditions their schedule shall not be considered to have been changed and therefore Clauses 20.06(d)(vi), (vii) and (viii) and 20.07 do not apply.



## **Regular Employees**

- 20.07
- (a) Shift schedules for each department shall be posted in an area accessible to all departmental Employees, not less than twenty-eight (28) calendar days in advance. Where a change is made in the Employee's schedule with less than seven (7) calendar days notice, the Employee shall be paid at two times (2X) for all hours worked on the first (1<sup>st</sup>) shift of the changed schedule, unless requested by the Employee and agreed to by the Employer.
  - (b) Except in cases of emergency, if in the course of a posted schedule, the Employer changes the Employee's scheduled start time and/or end time with less than forty-eight (48) hours notice, the Employee shall be paid at two (2X) times their Basic Rate of Pay for all hours worked outside of the originally scheduled hours.
  - (c) Failure to provide at least fifteen (15) hours rest between regularly scheduled shifts when the shift schedule is changed, shall result in a premium payment at the overtime rate for any hours worked during such normal rest period.
  - (d) Notwithstanding Clause 20.07(c) above, failure to provide at least ten (10) hours rest between shifts when the regularly scheduled shift schedule is changed for Employees working in community programs with evening service, shall result in a premium payment at the overtime rate for any hours worked during such normal rest period.
  - (e) Notwithstanding Clause 20.07(c) above, failure to provide at least twelve (12) hours rest between shifts when the regularly scheduled shift schedule is changed for Employees to whom Clauses 20.03(c) and 20.06(d)(viii) apply shall result in a premium payment at the overtime rate for any hours worked during such normal rest period.
  - (f) When an Employee is required by the Employer to attend a meeting or in-service outside of their scheduled work hours, the Employee will be compensated for time spent in the meeting or in-service at the applicable rate of pay.
  - (g) When an Employee is required by the Employer to attend training outside of their scheduled work hours, the Employee will be compensated for time spent in the training and travel at their basic rate of pay.

20.08 Employees may exchange shifts amongst themselves provided that:

- (a) the exchange is agreed to in writing between the affected Employees; and
- (b) prior approval of such an exchange has been given by the Employees' immediate supervisor.

Such exchange shall be recorded on the shift schedule for payroll recording and will not be deemed a violation of the scheduling provisions of this Article, nor shall it result in any extra cost for the Employer.

- 20.09 (a) When time is converted to Mountain Standard Time in accordance with the *Daylight Savings Time Act*, regular hours of work shall be extended to include the additional hour and the Employee shall be paid at the overtime rate for that hour.
- (b) When time is converted to Daylight Savings Time in accordance with the *Day Light Savings Time Act* the regular hours of work for the night shift shall be shortened by one (1) hour and the Employee shall have their regular pay for that shift reduced by one (1) hour.
- 20.10 Modified hours of work may be implemented where mutually agreed between the Employer and the Union.

## **ARTICLE 21**

### **EXTENDED HOURS OF WORK**

- 21.01 The Parties may implement an extended system of hours of work by mutual agreement in writing between the Employer and the Union. If either Party wishes to terminate such an agreement, thirty (30) calendar days written notice shall be provided to the other Party prior to such change being effective. The Employer and the Union acknowledge and confirm that with the exception of the specific terms and conditions provided within this Article, when the extended hours of work are implemented, all other Articles in this Collective Agreement shall remain in full force and effect.
- 21.02 (a) Employees working extended hours of work will have benefits and entitlements which are expressed in terms of daily or weekly entitlement converted to produce the equivalent hours of benefits and entitlements as they would have had if the hours of work had not been extended. This will result in no loss or gain in Employee benefits and entitlements.
- (b) Regular hours of work for Full-time Employees, exclusive of meal breaks, shall:
- (i) not be greater than twelve (12) hours per shift, and shall be equivalent to thirty-eight and three-quarter (38 3/4) hours per week averaged over one (1) complete cycle of the shift schedule and two thousand twenty-two and three-quarter (2,022.75) hours per year; or
- (ii) not be greater than twelve (12) hours per shift, and shall be equivalent to forty (40) hours per week averaged over one (1) complete cycle of the shift schedule and two thousand eighty-eight (2,088) hours per year.
- (c) Regular hours of work, inclusive of meal breaks, for Regular Full-time Power Engineers, Control Centre Operators and Maintenance Worker IV's in a Power Plant Operation shall be eighty (80) hours averaged over one (1) complete cycle of the shift schedule and two thousand eighty-eight (2,088) hours per year as determined by the Employer.

- (d) Regular hours of work for Part-time Employees, exclusive of meal breaks, shall not be greater than twelve (12) hours per shift, and shall be less than the hours in Clause 21.02(b).
- (e) Notwithstanding (d) above, hours of work inclusive of meal breaks for Regular Part-time Power Engineers, Control Centre Operators and Maintenance Worker IV's in a Power Plant Operation shall not be greater than twelve (12) hours per shift, and shall be less than the hours specified in Clause 21.02(c).
- (f) Employees shall not be scheduled to work more than four (4) consecutive shifts of eleven (11) hours or greater, or five (5) consecutive shifts of less than eleven (11) hours except by mutual agreement between the Employee and the Employer.
- (g)
  - (i) Regular Full-time Employees working shifts pursuant to Clause 21.02(f) who are required to rotate shifts, shall be assigned day duty one-half (1/2) of the time during the shift cycle, provided that in the event of an emergency or where unusual circumstances arise, an Employee may be assigned such shifts as may be necessary.
  - (ii) For the purpose of adopting Clause 21.02(g)(i) above, a Regular Full-time Employee will be deemed to be working day duty for those periods of time absent on vacation and Named Holidays, sick leave, bereavement leave or any other leave pursuant to this Collective Agreement.
- (h) Regular hours of work shall be deemed to:
  - (i) Include a fifteen (15) minute rest period for each four (4) hours of work, two (2) rest periods of which may be combined by mutual agreement between the Employer and the Employee.
  - (ii) For Employees other than those listed in Clause 21.02(c) and (e), exclude a meal period of not less than thirty (30) minutes to be scheduled by the Employer for each period of five (5) hours of work. In making this determination the Employer will consider the preference of the Employee as to the scheduling of this meal period.
  - (iii) Meal periods shall not be scheduled in the first two (2) or the last two (2) hours of the shift except by mutual agreement between the Employer and the Employee.
- (i) Regular Employees may exchange shifts amongst themselves provided that:
  - (i) the exchange is agreed to in writing between the affected Employees; and
  - (ii) prior approval of such an exchange has been given by the Employees' immediate supervisor.

Such exchange shall be recorded on the shift schedule for payroll recording and will not be deemed a violation of the scheduling provisions of this Article, nor shall it result in any extra cost for the Employer.

- (j)
    - (i) The applicable shift differential premium shall be paid to an Employee for each regularly scheduled hour worked between fifteen hundred (1500) hours and zero seven hundred (0700) hours provided that greater than two (2) hours are worked during this period.
    - (ii) Employees working extended hours of work to earn days off will not be entitled to receive shift differential premium under this Article.
  - (k) Sick leave will be accumulated in accordance with Article 29: Sick Leave, and will be paid, where the Employee is eligible for such payment, at the Basic Rate of Pay when granted within the scheduled extended hours of work.
  - (l) Bereavement leave or any other paid leave of absence, granted within the scheduled extended hours, will be at the Employee's Basic Rate of Pay for those approved hours for which the Employee is eligible.
  - (m) For the purpose of adopting extended hours of work, Clauses 20.02, 20.03, and 20.07(c), (d), and (e) shall not apply.
  - (n) A Regular Full-time Employee covered by this Article shall be entitled to the eleven (11) Named Holidays and "Floater" holiday as specified in Article 27: Named Holidays, and shall be paid for these holidays at their Basic Rate of Pay when granted within the scheduled extended hours to a total of ninety-three (93) and ninety-six (96) hours per annum dependant on the Employees' regular hours of work.

A Full-time Employee who works on a Named Holiday shall be paid for all hours worked on the Named Holiday at one point five times (1.5X) the Basic Rate of Pay plus:

- (i) one regular day's pay; or
    - (ii) a mutually agreeable day off with pay within sixty (60) calendar days either before or after the holiday; or
    - (iii) by mutual agreement, a day added to the Employee's next annual vacation.
  - (o) A Full-time Employee who works on Christmas Day and/or on the August Civic Day, shall be paid for all hours worked on the Named Holiday at two times (2X) the Basic Rate of Pay, plus:
    - (i) one (1) regular day's pay; or

- (ii) a mutually agreeable day off with pay within sixty (60) calendar days either before or after the holiday; or
  - (iii) by mutual agreement, a day added to the Employee's next annual vacation.
- (p) A Regular Employee covered by this Article shall be entitled to the hours of earned vacation in accordance with Article 28: Vacation, and shall be paid for earned vacation at their Basic Rate of Pay for the scheduled extended hours that the Employee would have worked had they not been on vacation.
- (q) A Regular Full-time Employee shall be paid overtime for:
  - (i) time worked in excess of the scheduled extended hours of work; or
  - (ii) time worked when an Employee is called back to duty beyond the Employee's normal working hours pursuant to Article 24: Call Back; or
  - (iii) time worked on an Employee's scheduled day(s) off, however, this shall not apply if a scheduled day off is changed by giving not less than seven (7) calendar days notice.
- (r) Regular Part-time Employees shall be paid overtime for:
  - (i) any time worked in excess of the scheduled extended hours of work one (1) day; or
  - (ii) any time worked when the total of hours worked exceeds the weekly hours outlined in Clause 21.02(c) averaged over one (1) complete cycle of the shift schedule.
- (s) Where an Employee works overtime on a Named Holiday, the Named Holiday pay as outlined in Clause 21.02(n)(i), (ii) and (iii) shall not apply for overtime hours worked. Pay for overtime hours worked on a Named Holiday (except August Civic Holiday and Christmas Day) shall be paid at a rate of two and one-half times (2 1/2X) the applicable Basic Rate of Pay. Pay for overtime hours worked on August Civic Holiday and/or Christmas Day shall be paid at three times (3X) applicable Basic Rate of Pay.
- (t) In implementing these Extended Hours of Work, the Employer and the Union may vary the terms of this Article through mutual agreement in writing.

## **ARTICLE 22**

### **OVERTIME**

- 22.01 All overtime must be authorized in advance by the Employer. Should a situation arise where an Employee is unable to have overtime approval in advance, payment for the hours worked in accordance with this Article shall not be unreasonably denied.
- 22.02 Time off in lieu of overtime worked shall only be granted if requested by the Employee and approved by the Employer. Employees shall not be required to layoff during a regular shift to equalize any overtime worked previously.
- 22.03 Overtime shall be shared as equally as possible among Employees who perform the work involved.
- 22.04 Except in the case of unforeseen circumstances, when overtime work is scheduled the Employee affected shall be given at least four (4) hours notice.
- 22.05 An Employee who normally travels from work to their place of residence by means other than their own vehicle following completion of their regular shift, but who is prevented from doing so by being required to remain on duty longer than the Employee's regular shift and past the time when public transportation is available, shall be reimbursed for reasonable and substantiated cost of alternate transportation from the place of employment to their residence.
- 22.06 Where an Employee is authorized to work a full seven and three-quarter (7 3/4) hours overtime assignment, the provisions of Clause 20.05 shall apply as though it were a regular shift.
- 22.07 Where time off in lieu of overtime is granted in accordance with Clause 22.02, the overtime worked shall be banked at two times (2X) their Basic Rate of Pay. Lieu time banked shall not exceed thirty-eight point seven-five (38.75) hours at any given time.
- 22.08 Time off in lieu of overtime not taken by the last pay period end date in March in any given year shall be paid out unless otherwise mutually agreed.
- 22.09 An Employee who is eligible for overtime and who works a double shift (continuous) shall be provided with access to a meal during the second (2<sup>nd</sup>) shift at no cost.

#### **Regular Full-time Employees**

- 22.10 A Regular Full-time Employee who works overtime shall be paid at the rate of two times (2X) their Basic Rate of Pay for all overtime. Overtime is defined as:
- (a) time worked in excess of seven and three-quarter (7 3/4) hours per day; or
  - (b) time worked in excess of eight (8) hours per day for Power Engineers and Plant Operators or Maintenance Worker IV's; or

- (c) for Employees working a modified work day, time worked in excess of the daily hours for the non-standard work day; or
- (d) time worked when an Employee is called back to duty beyond the Employee's normal working hours, pursuant to Article 24: Call Back; or
- (e) time worked on an Employee's scheduled day(s) off. Article 24: Call Back shall not apply if the scheduled day(s) off are changed by giving not less than seven (7) calendar days notice.

22.11 Where an Employee works overtime on a Named Holiday, the Named Holiday pay as outlined in Clause 27.03 shall not apply for overtime hours worked. Pay for overtime hours worked on a Named Holiday shall be paid as follows:

- (a) for all overtime hours worked on a Named Holiday at two point five times (2.5X) the applicable Basic Rate of Pay; or
- (b) for all overtime hours worked on August Civic Holiday and Christmas Day at three times (3X) the applicable Basic Rate of Pay.

#### **Regular Part-time Employees**

22.12 Regular Part-time Employees shall be paid overtime rates as provided in Clause 22.10 for:

- (a) any time worked in excess of seven and three-quarter (7 3/4) hours during any one (1) day; or
- (b) any time worked in excess of eight (8) hours per day for Power Engineers, Plant Operators or Maintenance Worker IV's who are scheduled to work a regular eight (8) hour shift in a Power Plant Operation; or
- (c) any time worked in excess of the daily hours for Employees who are scheduled to work a modified hours work day; or
- (d) any time worked in excess of the total hours of work assigned to a full-time position in each consecutive and non-inclusive fourteen (14) calendar day period [i.e. seventy-seven point five (77.5) hours or eighty (80) hours] averaged over one (1) complete cycle of the shift schedule.

22.13 Where an Employee works overtime on a Named Holiday, the Named Holiday pay as outlined in Clause 27.03 shall not apply for overtime hours worked. Pay for overtime hours worked on a Named Holiday shall be paid as follows:

- (a) for all overtime hours worked on a Named Holiday at two point five times (2.5X) the applicable Basic Rate of Pay; or
- (b) for all overtime hours worked on August Civic Holiday and Christmas Day at three times (3X) the applicable Basic Rate of Pay.

## **ARTICLE 23**

### **ON-CALL DUTY**

- 23.01 The term "On-Call Duty" shall be deemed to mean any period during which an Employee must be available to respond without undue delay to any request to return to duty. Employees required by the Employer to be on "On-Call Duty" shall receive:
- (a) three dollars and thirty cents (\$3.30) per hour of assigned on-call on any regularly scheduled working day; or
  - (b) four dollars and fifty cents (\$4.50) per hour of assigned on-call on any regular day off or Named Holiday.

## **ARTICLE 24**

### **CALL BACK**

- 24.01
- (a) When a Regular Full-time Employee is called back to work outside of scheduled working hours, they shall be paid for all time worked at overtime rates or a minimum of two (2) hours at overtime rates, whichever is the greater.
  - (b) A Regular Part-time Employee who has completed a shift and is called back and required to return to work outside the Regular Part-time Employee's regular hours, shall be paid for the call at overtime rates or a minimum of two (2) hours at overtime rates, whichever is greater.
  - (c) Such Employee shall be reimbursed for a round trip between their place of employment and their home at the Government of Alberta rates per kilometer.
  - (d) A subsequent call within two (2) hours of the original call shall be considered one (1) call for the purpose of determining minimum call-back pay.
- 24.02 An Employee who is called back to work on a Named Holiday in accordance with Clause 24.01, shall receive two and one-half times (2 1/2X) their Basic Rate of Pay for the actual hours worked or a minimum of two (2) hours whichever is greater.
- 24.03 When a call-back forms a continuous period with the Employee's normal working hours, overtime rates shall apply only to those hours worked before the commencement of the regularly scheduled shift and the normal working hours shall not be reduced as a result of such call-back except by mutual consent.
- 24.04 Where an Employee works more than six (6) hours on a call-back pursuant to this Article, and there is not a minimum of six (6) hours off duty in the twelve (12) hours preceding the Employee's next shift, at the Employee's request, the Employee shall be entitled to eight (8) consecutive hours of rest before commencing their next shift, without loss of regular earnings.



- 24.05 When an Employee is consulted by telephone or electronic method and has been:
- (a) assigned to on-call duty and authorized by the Employer to handle job-related matters without returning to the work place; or
  - (b) designated by the Employer to handle job-related matters without returning to the work place.

The Employee shall be paid at the applicable rate for the total accumulated time spent on telephone or electronic consultation(s) and corresponding documentation and resolution during the on-call period. If the total accumulated time is less than thirty (30) minutes, the Employee shall be compensated at the applicable rate of pay for thirty (30) minutes.

## **ARTICLE 25**

### **REPORTING PAY**

- 25.01
- (a) In the event that an Employee reports for work as scheduled and is requested by the Employer to leave prior to the completion of the scheduled shift, the Employee shall be compensated at their Basic Rate of Pay for the inconvenience by a payment equivalent to four (4) hours (inclusive of hours worked), or for the hours actually worked, whichever is greater.
  - (b) Such Employee shall be reimbursed for a round trip between their place of employment and their home at the Government of Alberta rates per kilometer or taxi fare upon production of a receipt.

## **ARTICLE 26**

### **SHIFT AND WEEKEND DIFFERENTIAL**

26.01 **Evening Shift Differential**

A shift premium of two dollars and seventy-five cents (\$2.75) per hour shall be paid:

- (a) to Employees working a shift where the majority of such shift falls within the period fifteen hundred (1500) hours to twenty-three hundred (2300) hours; or
- (b) to Employees for each regularly scheduled hour worked between fifteen hundred (1500) hours to twenty-three hundred (2300) hours, provided that greater than two (2) hours are worked between fifteen hundred (1500) hours to twenty-three hundred (2300) hours;
- (c) to Employees for all overtime hours worked which fall within the period of fifteen hundred (1500) hours to twenty-three hundred (2300) hours.

26.02 **Night Shift Differential**

A shift differential of five dollars (\$5.00) per hour shall be paid:

- (a) to Employees working a shift where the majority of such shift falls within the period of twenty-three hundred (2300) hours to zero seven hundred (0700) hours provided that greater than two (2) hours are worked between twenty-three hundred (2300) hours and zero seven hundred (0700) hours; or
- (b) to Employees for each regularly scheduled hour worked between twenty-three hundred (2300) hours to zero seven hundred (0700) hours provided that greater than two (2) hours are worked between twenty-three hundred (2300) hours and zero seven hundred (0700) hours.
- (c) to Employees for all overtime hours worked which fall within the period between twenty-three hundred (2300) hours to zero seven hundred (0700) hours.

26.03 **Weekend Premium**

A weekend premium of three dollars and twenty-five cents (\$3.25) per hour shall be paid:

- (a) to Employees working a shift wherein the majority of such shift falls within the sixty-four (64) hour period commencing at fifteen hundred (1500) hours on a Friday; or
- (b) to Employees working each regularly scheduled hour worked after fifteen hundred (1500) hours on a Friday provided that greater than two (2) hours are worked within the sixty-four (64) hour period commencing at fifteen hundred (1500) hours on a Friday;
- (c) to Employees working all overtime hours which fall within the sixty-four (64) hour period commencing at fifteen hundred (1500) hours on a Friday.

26.04 All premiums and differentials payable under this Article shall not be considered as part of the Employee's Basic Rate of Pay.

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

**ARTICLE 27**

**NAMED HOLIDAYS**

**Regular Full-time Employees**

27.01 (a) The following are considered Named Holidays:

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

and all general holidays proclaimed by the municipality or the Government of Alberta or Canada.

- (b) In addition to the foregoing "Named Holidays", Employees who are in the employ of the Employer on April 1<sup>st</sup> of each contract year, shall be granted an additional "floater" holiday in that contract year. The "floater" holiday shall be taken at a time to be mutually agreed upon by the Employer and the Employee. If the holiday is not taken by the last pay period end date in March in the following year, it shall be paid out.
- (c) If the Employer designates a common date for the day off with pay in lieu of a Named Holiday for a site(s) or program(s) which falls on a Saturday or Sunday, such common date shall be designated by way of notice posted in the site(s) or program(s) at least six (6) months prior to the occurrence of the Named Holiday.

27.02 To qualify for a Named Holiday with pay the Employee must:

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

27.03 (a) An Employee obliged in the course of duty to work on a Named Holiday shall be paid for all hours worked on the Named Holiday at one and one-half times (1 1/2X) their Basic Rate of Pay plus:

- (i) one (1) regular days pay; or
  - (ii) a mutually agreeable day off with pay within thirty (30) days either before or after the holiday; or
  - (iii) by mutual agreement, a day added to their next annual vacation.
- (b) Employees obliged to work on Christmas Day and/or August Civic Day shall be paid for all hours worked on the Named Holiday at two times (2X) the Basic Rate of Pay plus:
- (i) an alternate day off at a mutually agreed time; or
  - (ii) by mutual agreement, a day added to the Employee's next annual vacation; or

- (iii) failing mutual agreement within thirty (30) calendar days following the Named Holiday the Employee shall receive payment for such day at their Basic Rate of pay.

- 27.04 Should a Named Holiday fall during an Employee's vacation period, the Employee shall be allowed an extra day for such Named Holiday. Where the extra day off cannot be scheduled in connection with their vacation or within thirty (30) calendar days of return to duty, the Employee shall be given one (1) days pay at their Basic Rate of Pay in lieu of the Named Holiday.
- 27.05 If a date is not designated pursuant to Clause 27.01(c) and subject to Clause 27.02, when a Named Holiday falls on a day that would otherwise be an Employee's regularly scheduled day off, the Employee shall receive an alternate day off. Where such alternate day off cannot be arranged within thirty (30) calendar days of the Named Holiday, the Employee shall receive one (1) days pay at their Basic Rate of Pay in lieu of the Named Holiday.
- 27.06 Notwithstanding Clauses 27.03(a), 27.04 and 27.05, time off in lieu of Named Holidays not taken by the last pay period end date in March shall be paid out at the Basic Rate of Pay.
- 27.07
- (a) No payment or time in lieu shall be due for a Named Holiday which occurs during:
    - (i) a layoff; or
    - (ii) all forms of leave during which an Employee is not paid.
  - (b) No additional payment or time off in lieu shall be due for a Named Holiday which occurs during a period when an Employee is receiving Short-Term Disability or Long-Term Disability.

#### **Regular Part-time Employees**

- 27.08
- (a) On each pay cheque Employees shall be paid, in addition to their Basic Rate of Pay, five percent (5%) of their Basic Rate of Pay in lieu of paid holiday benefits.
  - (b) Employees required to work on a Named Holiday shall be paid at one and one-half times (1 1/2X) their Basic Rate of Pay for such work.
  - (c) Employees obliged to work on Christmas Day and/or August Civic Day shall be paid for all hours worked on the Named Holiday at two times (2X) the Basic Rate of Pay.

## **ARTICLE 28**

### **ANNUAL VACATION**

28.01

#### **Vacation Entitlement**

Subject to Clause 32.02(d), during each year of continuous service in the employ of the Employer, a Regular Full-time Employee shall earn vacation with pay. The rate at which vacation is earned shall be governed by the total length of such employment as follows:

- (a) during each of the first (1<sup>st</sup>) and second (2<sup>nd</sup>) years of continuous employment, an Employee shall earn entitlement to vacation calculated on a basis of fifteen (15) working days [one hundred sixteen point two five (116.25) hours, or one hundred and twenty (120) hours for Employees whose regular hours are eight (8) hours per day];
- (b) during each of the third (3<sup>rd</sup>) to ninth (9<sup>th</sup>) years of continuous employment, an Employee shall earn entitlement to vacation calculated on a basis of twenty (20) working days [one hundred and fifty-five (155) hours, or one hundred and sixty (160) hours for Employees whose regular hours are eight (8) hours per day];
- (c) during each of the tenth (10<sup>th</sup>) to nineteenth (19<sup>th</sup>) years of continuous employment, an Employee shall earn entitlement to vacation calculated on a basis of twenty-five (25) working days [one hundred and ninety-three point seven five (193.75) hours, or two hundred (200) hours for Employees whose regular hours are eight (8) hours per day];
- (d) during the twentieth (20<sup>th</sup>) and each subsequent year of continuous employment, an Employee shall earn entitlement to vacation calculated on a basis of thirty (30) working days [two hundred and thirty-two point five (232.5) hours, or two hundred and forty (240) hours for Employees whose regular hours are eight (8) hours per day].

#### **Supplementary Vacation**

- (i) Upon having reached twenty-five (25) years of continuous employment, an Employee shall earn a one-time additional five (5) working days of supplementary vacation with pay.
- (ii) Upon reaching the employment anniversary of thirty (30) years of continuous service, Employees shall have earned an additional one-time five (5) working days of supplementary vacation with pay.
- (iii) Upon reaching the employment anniversary of thirty-five (35) years of continuous service, Employees shall have earned an additional one-time five (5) working days of supplementary vacation with pay.

- (iv) Upon reaching the employment anniversary of forty (40) years of continuous service, Employees shall have earned an additional one-time five (5) working days of supplementary vacation with pay.
- (v) Upon reaching the employment anniversary of forty-five (45) years of continuous service, Employees shall have earned an additional one-time five (5) working days of supplementary vacation with pay.
- (vi) Subject to Clause 28.03(e), the supplementary vacation may be taken at the Employee's option at any time subsequent to the current supplementary vacation employment anniversary date but prior to the next supplementary vacation employment anniversary date.

- 28.02
- (a) As far as is possible Employees shall be granted their choice of vacation periods according to seniority but the right to allot vacation periods is reserved by the Employer in order to ensure efficient operations. In the event that the Employer and the Employee cannot agree upon the date of commencement of an Employee's vacation, the Employer shall set a vacation period and shall attempt to give thirty (30) calendar days notice but in no circumstances shall give less than fourteen (14) calendar days notice in advance. In circumstances where the Employer sets an Employee's vacation period with less than thirty (30) calendar days notice, and the Employee disputes such decision, the Employee shall first discuss the matter with their immediate Supervisor who is not within the scope of this Collective Agreement in accordance with Clause 8.05. If the matter is not resolved, the Employee may commence their grievance directly to Step III within ten (10) days of the date the Employee was notified of the scheduling of their vacation period.
  - (b) The Employer shall make every reasonable effort to grant an Employee, upon request, at least two (2) weeks of annual vacation entitlement during the summer months. An Employee may take a maximum of four (4) weeks during the period of June 1<sup>st</sup> to August 31<sup>st</sup> unless otherwise approved by the Employer.

- 28.03
- (a) Vacation leave may not be divided into more than three (3) periods except with the approval of the Employer. In the event approval is granted to divide vacation leave, dates for one period only will be allowed to fall in whole or in part between June 1<sup>st</sup> to August 31<sup>st</sup> inclusive except when such period is not requested by another Employee.
  - (b) All vacation earned during one (1) vacation year shall be taken during the next following vacation year. An Employee may be permitted to carry-forward up to five (5) days vacation accrual to the next vacation year. Requests to carry-forward vacation shall be made in writing and shall be subject to the approval of the Employer. Arrangements to mutually agree on scheduling of such excess entitlement shall occur in accordance with Clause 28.02. This limit may be exceeded in extenuating circumstances with prior approval of the Employer.

- (c) Notwithstanding Clause 28.03(b) above, an Employee shall have the right to utilize vacation credits during the vacation year in which they are earned, provided the following conditions are met:
  - (i) such utilization does not exceed the total credits earned by an Employee at the time of taking vacation; and
  - (ii) such vacation is taken at a mutually agreeable time.
- (d) Pursuant to Clause 28.03(b):
  - (i) a new vacation year begins May 1;
  - (ii) accrued vacation in excess of the yearly entitlement not taken by May 1 in any given year may be paid out upon written request of an Employee and in accordance with Employer Policy.

(e) **Time of Vacation**

The Employer shall post the vacation schedule planner by January 1<sup>st</sup> of each year. Where an Employee submits a vacation preference by March 15<sup>th</sup> of that year, the Employer shall indicate approval or disapproval of that vacation request by April 30<sup>th</sup> of that year. Requests for vacation which are submitted after March 15<sup>th</sup> shall be dealt with on a first come, first served basis.

- (f) Requests to use vacation shall be subject to the approval of the Employer and shall not exceed the number of vacation hours accrued to the date of vacation.
- (g) When an Employee submits a request in writing after April 30<sup>th</sup> for vacation, the Employer shall indicate approval or disapproval in writing of the vacation request within fourteen (14) calendar days of the request.
- (h) Once vacations are authorized by the Employer, they shall not be changed except in cases of emergency or by mutual agreement between the Employer and the Employee.

28.04 Except when vacations are changed by mutual agreement when an Employee is required by the Employer to work during their vacation the Employee shall receive pay at two times (2X) Basic Rate of Pay. Hours worked while on vacation shall not be deducted from the Employee's vacation credits.

28.05 An Employee shall earn vacation leave pursuant to Clause 28.01 during the following authorized absences:

- (a) financially assisted Education Leave;
- (b) sick leave for the first (1<sup>st</sup>) thirty (30) consecutive work days;
- (c) Workers' Compensation for the first (1<sup>st</sup>) thirty (30) consecutive work days;

- (d) any other leave of absence with or without pay for the first (1<sup>st</sup>) thirty (30) calendar days.

28.06 An Employee who terminates their service or whose service is terminated shall receive vacation pay in lieu of all vacation earned but not taken.

**Regular Part-time Employees Vacations with Pay**

28.07 (a) Regular Part-time Employees shall earn vacation with pay calculated in hours in accordance with the following formula:

Hours worked as a regular Employee as specified in Article 20: Hours of Work, times the applicable percentage outlined below equals the number of hours of paid vacation time to be taken.

- (i) six percent (6%) during the first (1<sup>st</sup>) and second (2<sup>nd</sup>) year of continuous employment;
- (ii) eight percent (8%) during each of the third (3<sup>rd</sup>) to ninth (9<sup>th</sup>) years of continuous employment;
- (iii) ten percent (10%) during each of the tenth (10<sup>th</sup>) to nineteenth (19<sup>th</sup>) years of continuous employment;
- (iv) twelve percent (12%) during the twentieth (20<sup>th</sup>) and each subsequent year of continuous employment.
- (v) Supplementary Vacation
  - (A) Upon having reached twenty-five (25) years of continuous employment, a one-time additional two percent (2%) for supplementary vacation.
  - (B) Upon having reached thirty (30) years of continuous employment, a one-time additional two percent (2%) for supplementary vacation.
  - (C) Upon having reached thirty-five (35) years of continuous employment, a one-time additional two percent (2%) for supplementary vacation.
  - (D) Upon having reached forty (40) years of continuous employment, a one-time additional two percent (2%) for supplementary vacation.
  - (E) Upon having reached forty-five (45) years of continuous employment, a one-time additional two percent (2%) for supplementary vacation.



- (b) Regular Part-time Employees who have earned proportional vacation with pay entitlement shall be scheduled for paid vacation and leave without pay equivalent to the calendar period of time provided to a Full-time Employee as specified in Clause 28.01.

## **ARTICLE 29**

### **SICK LEAVE**

29.01 "Illness" means any illness, injury (other than injuries covered by the WCB) or quarantine restrictions.

29.02 (a) The Employer recognizes that alcoholism, drug addiction and mental illness are illnesses which can respond to therapy and treatment and that absence from duty due to such therapy or treatment shall be considered as sick leave.

- (b) An Employee, whose work performance is adversely affected by a condition mentioned in (a) above, may be referred by the Employer to the appropriate Employee Assistance Plan.

29.03 **Sick Leave Entitlement**

- (a) During the probationary period worked by a Full-time continuous Employee, any time off because of illness will be without pay. After completion of the probationary period, such Employee shall be entitled to cumulative sick leave credit computed from the date of commencement of employment at the rate of one and one-half (1 1/2) normal working days per month for each full month of employment up to a maximum of one hundred and twenty (120) normal working days.

- (b) Article 29: Sick Leave applies to regular Part-time Employees except that such Employees shall accumulate sick leave credits on the basis of one and one-half (1 1/2) days per month, prorated on the basis of regularly scheduled hours worked by the Part-time Employee in relation to the regularly scheduled hours of a Full-time Employee. Such Employee shall not be entitled to apply sick leave credits during the probationary period and payment will be made only for days such Employees are regularly scheduled to work and cannot attend because of illness.

29.04 **Conditions of Illness Entitlement**

- (a) Sick leave shall be granted only up to the amount of the accumulated sick leave credits at the time such leave is granted.
- (b) If an Employee uses their total accumulated sick leave credit, on return to employment such Employee shall be entitled to accumulate further sick leave credits on the basis set forth in Clause 29.03 of this Article.
- (c) An Employee who is unable to report for duty due to illness is required to inform their Supervisor or designate, as soon as possible, but in any event not less than two (2) hours before the Employee was to report to duty.

- (d) Employees may be required to submit satisfactory proof to the Employer of any illness, non-occupational accident, or quarantine. Where the Employee has paid a fee for such proof, the full fee shall be reimbursed by the Employer.
- (e) When an Employee:
  - (i) is required to travel for the purposes of medical referral and/or treatment, or;
  - (ii) is unable to schedule medical appointments outside of their work hours and requires time off for the purpose of attending a dental, physiotherapy, optical or medical appointment, providing the Employee has provided the Employer with as much advance notice as possible and has been given prior authorization by the Employer;

such absence shall be neither charged against their accumulated sick leave, nor shall the Employee suffer any loss of income provided such absence does not exceed two (2) hours during one (1) work day. If the absence is longer than two (2) hours, the whole period of absence shall be charged against their accumulated sick leave. Employees may be required to submit proof, to the Employer, of appointments.

- (f) (i) Except as hereinafter provided, sick leave will not be paid in respect of any illness or injury which is incurred during the period of the scheduled vacation once vacation leave has commenced. In the event that the illness or injury prevents the Employee from resuming their duties at the conclusion of the vacation period and the Employee has substantiated their claim for sick leave, income continuance thereafter will be in accordance with Clause 29.04.

Notwithstanding the foregoing, should an Employee demonstrate to the satisfaction of the Employer that the Employee was admitted to a hospital as an "in-patient" during the course of their vacation, the Employee shall be deemed to be on sick leave for the period of the stay in hospital and subsequent period of recovery, subject to the provisions of Clause 29.04. Vacation time not taken as a result of such stay in hospital shall be rescheduled to a mutually agreed later time frame.

- (ii) In the event an illness or injury preventing an Employee from performing their usual duties, occurs prior to the scheduled start of the vacation period, and provided proper substantiation of their claim to sick leave has been provided, the absence on account of the illness or injury will be treated as sick leave pursuant to Clause 29.04 until the Employee has recovered sufficiently to permit the resumption of their usual duties. Time not utilized as vacation leave as a result of the above illness or injury will be rescheduled to a mutually agreed later time frame.

- (g) Sick leave credit shall not accrue during:
  - (i) any period of sick leave in excess of thirty (30) calendar days; or
  - (ii) a layoff; or
  - (iii) an absence while in receipt of disability insurance or Worker's Compensation benefits in excess of thirty (30) calendar days; or
  - (iv) leave of absence without pay in excess of thirty (30) calendar days.

29.05 An Employee who has exhausted their sick leave credits during the course of an illness, and the illness continues, shall be deemed to be on leave of absence without pay or benefits. During this period the Employee may request a payout from their vacation bank, accrued Named Holiday bank, or accrued overtime bank, to bridge their pay, beginning on the date their sick leave credits expire and continuing for the remainder of the waiting period required by the STD or LTD plans.

### **ARTICLE 30**

#### **WORKERS' COMPENSATION**

- 30.01 (a) An Employee who is incapacitated and unable to work as a result of an accident sustained while on duty in the service of the Employer within the meaning of the *Workers' Compensation Act*, shall continue to receive full net take home pay, provided the Employee does not elect to receive income replacement directly from the Worker's Compensation Board. A deduction of one-tenth (1/10<sup>th</sup>) day shall be charged against sick leave credits for each day an Employee is off work. Employees shall only receive full net take home pay to the extent that one-tenth (1/10<sup>th</sup>) day can be deducted from sick leave credits, following which time the Employee will be deemed to be on sick leave without pay.
- (b) For the purposes of Article 30: Workers' Compensation, full net take home pay shall be calculated at the Basic Rate of Pay for all scheduled hours of work, in accordance with the *Workers' Compensation Act*, less any statutory deductions and benefit deductions as calculated prior to the accident referenced in Clause 30.01(a). In no event shall the Employee's full net take home pay exceed the full net take home pay the Employee was receiving prior to the accident.
- 30.02 An Employee receiving compensation benefits under Clause 30.01 shall be deemed on Workers' Compensation leave and shall:
  - (a) remain in the continuous service of the Employer for the purpose of salary increments;
  - (b) cease to earn sick leave and vacation credits subject to Clauses 29.04(g) and 28.05;

- (c) not be entitled to Named Holidays with pay falling within the period of Workers' Compensation leave in excess of thirty (30) days; and
- (d) Employees shall pay their share of benefit premiums and pension contributions to the Employer on a monthly basis in order to continue their coverage.

30.03 An Employee on Workers' Compensation leave and who is certified by the Workers' Compensation Board to be fit to return to work and who is:

- (a) capable of performing the full duties of their former position following a prescribed modified return to work program, shall provide the Employer with twenty-eight (28) calendar days written notice of readiness to return to work or such shorter period as mutually agreed between the Employer and the Employee. Such advance notice shall not be required in the case of short-term absence on Workers' Compensation leave, i.e., where the expected duration of the leave at the time of onset was less than twenty-eight (28) calendar days. The Employer shall then reinstate the Employee in the same position held by the Employee immediately prior to the disability with benefits that accrued to the Employee prior to the disability.
- (b) incapable of performing the duties of their former position, but is capable of performing the duties of their former classification, shall notify the Employer in writing of their readiness to return to work. The Employer shall then reinstate the Employee to a position for which the Employee is capable of performing the work entailed, upon the occurrence of the first such available vacancy with benefits that accrued to the Employee prior to the disability.
- (c) incapable of performing the duties of their former classification, may make application for any benefits for which the Employee is eligible under Sick Leave or Employee Benefits Plans, in accordance with Articles 29 and 31.

30.04 The reinstatement of an Employee in accordance with this Article shall not be construed as being in violation of the posting and/or scheduling provisions of Articles 17: Promotions, Transfers and Vacancies, 20: Hours of Work, 21: Extended Hours of Work and 23: On-Call Duty and Letters of Understanding #14 (Terms and Conditions Applicable to Employees Working a Modified Eight Hour Work Day [Excluding Power Engineers, Power Plan Operators and Maintenance Worker IV's Scheduled to Work an Eight Hour Shift in a Power Plan Operation]), #18 (Extended Hours of Work Power Engineers) and #19 (Extended Work Day, and Power Engineers – Chinook Regional Hospital [42 Hour Work Week]).

30.05 At the time it is determined that an absence due to injury which is compensable pursuant to the *Workers' Compensation Act*, is expected, or will continue for a period in excess of six (6) months from the date of onset of the condition, the Employer will provide the Employee with the appropriate form to submit a pending claim to the underwriter of the long-term disability income insurance.

- 30.06 The Employee shall keep the Employer informed of the prognosis of their condition on a schedule set by the Employer and the Employee.

### **ARTICLE 31**

#### **PREPAID HEALTH BENEFITS**

- 31.01 When the enrolment and other requirements of the insurer(s) as indicated in the contracts with the insurers have been met, the Employer shall implement the following group plans in accordance with the Alberta Health Services Standard Plan:

- (a) Alberta Health & Wellness Insurance Plan;
- (b) A Supplementary Health Plan;
- (c) A Dental Plan, which provides for the reimbursement of at least eighty percent (80%) of eligible basic services; fifty percent (50%) of eligible Extensive Services and fifty percent (50%) of eligible Orthodontic Services, in accordance with the current Alberta Blue Cross Dental Schedule. A maximum annual reimbursement of three thousand dollars (\$3,000) per insured person per benefit year shall apply to combined Basic and Extensive Services. Orthodontic Services shall be subject to a lifetime maximum reimbursement of three thousand dollars (\$3,000) per insured person;

**Effective April 1, 2019, Clause 31.01(c) will be amended as follows:**

- (c) A Dental Plan, which provides for the reimbursement of at least eighty percent (80%) of eligible basic services; fifty percent (50%) of eligible Extensive Services and fifty percent (50%) of eligible Orthodontic Services, in accordance with the current Usual and Customary Fee Guide. A maximum annual reimbursement of three thousand dollars (\$3,000) per insured person per benefit year shall apply to combined Basic and Extensive Services. Orthodontic Services shall be subject to a lifetime maximum reimbursement of three thousand dollars (\$3,000) per insured person;
- (d) Group Life Insurance;
- (e) Basic Accidental Death and Dismemberment;
- (f) Short-Term Disability (STD) [income replacement for a period of 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 fourteen (14) day elimination period where applicable.] The STD shall become effective on the first (1<sup>st</sup>) 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 fourteen (14) calendar day elimination period, the STD shall commence on the fifteenth (15<sup>th</sup>) day following the commencement of non-hospitalized sickness;

- (g) 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 one hundred and twenty (120) working day elimination period].

31.02 Enrolment by:

- (a) Regular Full-time Employees;
- (b) Regular Part-time Employees, whose regularly scheduled hours of work are at least fifteen (15) hours per week averaged over one (1) complete cycle of the shift schedule.

Shall be facilitated in accordance with the enrolment and other requirements of the Insurer.

31.03 The premiums for the plans outlined in Clause 31.01 will be cost-shared, seventy-five percent (75%) by the Employer and twenty-five percent (25%) by the Employee.

31.04 The administration of benefits specified in Clause 31.01 shall, at all times, be subject to and governed by the terms and conditions of the policies and contracts entered into with the underwriters of the Plans.

31.05 The Employer shall make available to eligible Employees brochures outlining the above Plans.

31.06 The Employer will provide one (1) copy of each of the plans to the Central Office of the Alberta Union of Provincial Employees.

## **ARTICLE 32**

### **LEAVE OF ABSENCE**

32.01 **General Leave of Absence**

Leave of absence without pay may be granted to an Employee at the discretion of the Employer and the Employee shall not work for gain during the period of leave of absence except with the express written consent of the Employer. Except in exceptional circumstances, or where there is mutual agreement between the Employee and the Employer, the Employer will reply in writing to a request for leave of absence within fourteen (14) calendar days of receipt of the request.

32.02 **Provisions Governing Leaves of Absence**

- (a) All applications for leave of absence, with the exception of bereavement leave, shall be made in writing to the Employer in advance. Applications shall indicate the date of departure on leave of absence and the date of return.

- (b) An Employee who has been granted leave of absence of any kind and who overstays their leave without reason acceptable to the Employer shall be considered to have terminated their employment.
- (c) In the case of leaves of absence without pay of more than thirty (30) calendar days duration, subject to the requirements and approval by the Insurer(s), Employees shall make prior arrangements for the payment of the full premium of any contributory benefit plans such as pension, Alberta Blue Cross, etc.
- (d) In the case of leaves of absence without pay in excess of thirty (30) calendar days Employees shall cease to accrue sick leave and earned vacation. The Employee's anniversary date shall also be adjusted by the same amount of time as the leave of absence and the new anniversary date shall prevail thereafter. An Employee must attend at work after completion of such leave in order to re-establish eligibility for benefits.
- (e) For the portion of maternity leave during which an Employee has a valid health-related reason for being absent from work and who is in receipt of sick leave, LTD or if applicable, EI SUB Plan benefits, benefit plan premium payments shall be administered in the same manner as an Employee absent due to illness.

32.03

**Bereavement Leave**

- (a)
  - (i) Upon request, an Employee shall be granted reasonable leave of absence in the event of a death of a member of the Employee's immediate family [i.e. spouse, (including common-law and/or same-sex relationship), child, step-child, parent, step-parent, brother, step-brother, sister, step-sister, mother-in-law, father-in-law, son-in-law, daughter-in-law, brother-in-law, sister-in-law, niece, nephew, uncle, aunt, grandparent, grandchild, guardian or fiancé].
  - (ii) For the first (1<sup>st</sup>) five (5) calendar days of such leave of absence, the Employee shall suffer no loss of regular earnings. The Employer may extend bereavement leave by up to two (2) additional days if travel in excess of three hundred and twenty (320) kilometres one way from the Employee's residence is necessary for the purpose of attending the funeral. Bereavement leave may include normal days off and/or vacation but no additional payment is due therefore.
- (b) In the event of a death of another relative or close friend, the Employer may grant up to one (1) working day off with pay to attend the funeral services.
- (c) An Employee shall not be required to take previously unscheduled vacation leave in lieu of bereavement leave when the Employee is entitled to that bereavement leave.

32.04

**Maternity Leave**

- (a) A pregnant Employee who has completed ninety (90) days of continuous employment shall, upon their written request, providing at least fourteen (14) calendar days advance notice, be granted maternity leave to become effective at any time during the thirteen (13) weeks immediately preceding the expected date of delivery, provided that the Employee commences maternity leave no later than the date of delivery.
- (b) Maternity leave shall be without pay and benefits, except for the portion of maternity leave during which the Employee has a valid health-related reason for being absent from work and is also in receipt of sick leave, EI SUB Plan benefits, STD or LTD. Maternity leave shall not exceed sixteen (16) weeks.
- (c) A pregnant Employee whose pregnancy ends other than as a result of a live birth within sixteen (16) weeks of the estimated due date is entitled to maternity leave. If maternity leave has not already commenced in accordance with Article 32.04(a), such maternity leave shall commence on the date that the pregnancy ends. Such maternity leave shall end sixteen (16) weeks after the commencement of the leave.

32.05

**Parental Leave**

- (a) An Employee who has completed ninety (90) days of continuous employment shall, with at least fourteen (14) calendar days written notice, be granted leave without pay and benefits for the purpose of adopting a child or for parenting duties following the birth of a child. Parental leave can be taken by the birth mother, the other parent, adoptive parents, or both parents shared between them. Parental leave shall not exceed sixty-two (62) weeks unless mutually agreed otherwise between the Employer and the Employee.
- (b) The Employee may commence parental leave:
  - (i) following the end of their sixteen (16) weeks maternity leave; or
  - (ii) up to two (2) weeks prior to the expected delivery date of the child; or
  - (iii) from any date after delivery or adoption of the child provided that the leave shall end seventy-eight (78) weeks from the birth of the child or date of adoption; or
  - (iv) upon one (1) days notice for the purposes of adoption, provided that application for such leave was made when the adoption was approved and the Employer is kept informed of the progress of the adoption proceedings.
- (c) An Employee requesting an extension of parental leave and who has unused vacation entitlement may be required to take the vacation pay as a part, or all, of the period of the extension.



- (d) Subject to Article 32.05(e), an Employee on maternity leave or parental leave shall provide the Employer with at least fourteen (14) calendar days notice of readiness to return to work, following which the Employer will reinstate the Employee in the same or an equivalent position at not less than the same step in the pay scale and other benefits that accrue to the Employee up to the date they commenced leave.
- (e) In the event that during the period of an Employee's maternity leave or parental leave, the position from which the Employee is on such leave has been eliminated due to reduction of the working force or discontinuation of an undertaking or activity and the Employer has not increased the working force or resumed operations on the expiry of the Employee's maternity leave or parental leave Article 16: Layoff and Recall will be applied.

32.06

**Personal Leave**

- (a) Benefit eligible Regular Employees shall be entitled to Personal Leave days each year, from April 1<sup>st</sup> through March 31<sup>st</sup>. Employees shall request such days as far in advance as possible. These days are for the purpose of attending to personal matters and family responsibilities, including, but not limited to attending appointments with family members and illness in the Employee's immediate family. Requests for Personal Leave shall not be unreasonably denied, subject to operational requirements.
- (b) The number of Personal Leave days are determined by the FTE as of April 1 of each year.
  - (i) Full-time and Part-time Employees greater than zero point eight (0.80) FTE shall be entitled to three (3) days of seven point seven five (7.75) hours each;
  - (ii) Part-time Employees between zero point six (0.60) and zero point eight (0.80) FTE shall be entitled to two (2) days to a maximum of seven point seven five (7.75) hours each;
  - (iii) Part-time Employees between zero point three eight (0.38) and zero point five nine (0.59) FTE shall be entitled to one (1) day to a maximum of seven point seven five (7.75) hours.
- (c) Personal Leave days granted per incident as a full day.
- (d) Any Personal Leave days not used by March 31<sup>st</sup> of each year shall not be carried over or paid out on termination of employment.
- (e) New Employees hired after January 1<sup>st</sup> of each year shall not receive Personal Leave days until April 1<sup>st</sup> of the following year.

32.07

**Caregiver Leaves**

(a) Compassionate/Terminal Care Leave

- (i) An Employee who has completed at least ninety (90) days of employment, shall be entitled to leave of absence without pay but with benefits at the normal cost sharing, for a period of twenty-seven (27) weeks to care for a qualified relative with a serious medical condition with a significant risk of death within twenty-six (26) weeks from the commencement of the leave. Such leave shall end upon the death of the qualified relative, when the Employee ceases to provide care for the qualified relative, or after twenty-seven (27) weeks of leave, whichever is earlier.
- (ii) Qualified relative for compassionate/terminal care leave means a person in a relationship to the Employee as designated in the *Alberta Employment Standards Code* and the *Employment Standards Code Regulations*, including:
  - the Employee's family members: spouse, adult interdependent partner or common-law partner; children (and their partner/spouse); current or former foster children (and their partner/spouse); current or former wards; parents, step-parents and/or current or former guardians (and their partner/spouse); current or former foster parents; siblings, half-siblings, step-siblings (and their partner/spouse); grandchildren, step-grandchildren (and their partner/spouse); grandparents, step-grandparents; aunts, uncles, step-aunts, step-uncles (and their partner/spouse); nieces, nephews (and their partner/spouse); a person the Employee isn't related to but considers to be like a close relative; or,
  - family members of the Employee's spouse, common-law or adult interdependent partner: children (and their partner/spouse); current or former wards; parents, step-parents, foster parents; siblings, half-siblings, step-siblings; grandparents; grandchildren; aunts, uncles; nieces, nephews.

The Employee may be eligible for the compassionate care benefit under Employment Insurance legislation.

- (iii) At the request of the Employee, compassionate/terminal care leave may be taken in one (1) week increments.
- (iv) Notwithstanding Article 32.02(a), an Employee shall apply for compassionate leave at least two (2) weeks in advance of the commencement of the leave and shall advise the Employer if they want to take the leave in weekly increments.

(b) Critical Illness Leave

- (i) An Employee who has completed at least ninety (90) days of employment, and is a family member of a critically ill child or a critically ill qualified adult relative, is entitled to leave of absence without pay or benefits:
    - for a period of up to thirty-six (36) weeks to care for their critically ill child; or,
    - for a period of up to sixteen (16) weeks to care for a critically ill qualified adult relative.
  - (ii) “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 parents of critically ill child leave under the Alberta *Employment Standards Code* and regulations.
  - (iii) “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 Alberta *Employment Standards Code* and regulations.
  - (iv) At the request of the Employee, critical illness leave may be taken in one (1) week increments.
  - (v) Notwithstanding Article 32.02(a), an Employee shall apply for critical illness 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.
- (c) Employees may be required to submit to the Employer satisfactory proof demonstrating the need for compassionate/terminal care leave or critical illness leave.

32.08

**Jury or Witness Duty**

Any Regular Employee required by law for jury or witness duty shall be allowed time off without loss of regular earnings during such absence but any fee received as such juror or witness shall be paid to the Employer. An Employee acting as a voluntary witness shall not be paid for such absence.

32.09

**Time Off for Union Business**

- (a) Time off from work without loss of regular earnings will be provided on the following basis:
  - (i) The grievor and/or one (1) Local appointee for time spent in discussing grievances with representatives of the Employer as outlined in the grievance procedure.

- (ii) Local appointees not to exceed three (3) in number for time spent in EMAC meetings with representatives of the Employer.
- (b) Provided that the efficiency of the Employer shall not in any way be disrupted, time off work without pay may be granted to Local members for the following purposes:
  - (i) to attend Provincial Executive meetings or meetings of the Union's Bargaining Committee;
  - (ii) to attend Conventions of the Alberta Union of Provincial Employees;
  - (iii) to attend special Union meetings;
  - (iv) members of the Union Negotiating Committee, for time spent meeting with representatives of the Employer, during the formal negotiation of a Collective Agreement and for preparatory meetings during negotiations;
  - (v) members elected as representatives of the Union to attend Seminars and Local meetings; and
  - (vi) members designated as delegates representing the Union at Conventions of labour organizations with which the Union is affiliated.
- (c) When leave to attend to Union business has been approved, it is granted with pay. The Union agrees to reimburse the Employer for actual salary paid to the Employee while on leave plus the actual amount to cover the cost of pension and benefits.

32.10

**Death or Disappearance of a Child Leave**

- (a) An Employee who is the parent of a child who has disappeared and it is probable, considering the circumstances, that the child disappeared as a result of a crime, shall be entitled to a leave of absence without pay for a period of up to fifty-two (52) weeks.
- (b) An Employee who is the parent of a child who has died and it is probable, considering the circumstances, that the child died as a result of a crime, shall be entitled to a leave of absence without pay for a period of up to one hundred and four (104) weeks.
- (c) An Employee is not entitled to death or disappearance of a child leave if the Employee is charged with the crime that resulted in the death or disappearance of the child.
- (d) The period during which the Employee may take death or disappearance of a child leave:

- (i) begins on the day on which the death or disappearance occurs, and
- (ii) ends on the earliest of:
  - the length of the leave specified in Article 32.10(a) or (b), or
  - in the case of a child who disappears and is subsequently found alive, fourteen (14) days after the day on which the child is found, but no later than the end of the fifty-two (52) week period, or
  - on the day on which the circumstances are such that it is no longer probable that the death or disappearance was the result of a crime.
- (iii) An Employee who wishes to take death or disappearance of a child leave shall provide the Employer with written notice as soon as is possible in the circumstances and, if possible, the notice shall include the estimated date of the Employee's planned return to work. The Employee shall inform the Employer as soon as possible of any change in the estimated return to work date.
- (iv) The Employee must provide the Employer with reasonable verification of the Employee's entitlement to the leave as soon as is possible in the circumstances.

32.11

**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 without pay for a period of up to ten (10) days in a calendar year.
- (b) Alternatively, an Employee may access applicable leaves of absence or banks such as sick leave, personal leave, or witness duty leave.
- (c) Personal information concerning domestic violence will be kept confidential by the Employer.
- (d) When an Employee reports that they are experiencing domestic violence, the Employer will complete a hazard assessment and, where appropriate, may facilitate alternate work arrangements.
- (e) Employees may be required to submit satisfactory proof to the Employer demonstrating the need for domestic violence leave. Proof may be provided in the form of a copy of a court order, or documentation from a doctor, a family violence support service, a police officer, or lawyer.

32.12 **Citizenship Ceremony Leave**

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

32.13 **Military Leave**

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

**ARTICLE 33**

**TERMS, CONDITIONS AND BENEFITS OF EMPLOYMENT APPLICABLE TO  
TEMPORARY AND CASUAL EMPLOYEES**

33.01 Articles 1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, 12, 13, 13A, 17, 18, 19, 25, 26, 34, 37 and 38 shall apply to Temporary and Casual Employees.

33.02 **Probation (Article 14)**

- (a) Temporary and Casual Employees shall be on probation for five hundred and three point seven five (503.75) regular hours worked, exclusive of training. If an Employee is unsatisfactory in the opinion of the Employer, such Employee may be dismissed or their employment terminated, in writing, at any time during the probationary period without notice and without recourse to the grievance procedure. An Employee will be kept advised of their progress during the probationary period.
- (b) By mutual agreement in writing between the Union and the Employer, the probationary period may be extended up to a maximum of five hundred and three point seven five (503.75) regular hours worked. During the extended period, and if in the opinion of the Employer, the Employee is found to be unsatisfactory, their employment may be terminated, in writing, without notice and without recourse to the grievance procedure.

33.03 **Seniority (Article 15)**

Article 15: Seniority shall apply to Temporary Employees.

33.04 **Hours of Work (Article 20)**

- (a) The provisions of Article 20 as it relates to Full-time Employees apply to Temporary Employees who are employed in a full-time capacity.
- (b) The provisions of Article 20 as it relates to Part-time Employees, applies to Temporary Employees who are employed in a part-time capacity.
- (c) The provisions as outlined below apply to Casual Employees:

- (i) Hours of work for a Casual Employee shall be up to seven and three-quarter (7 3/4) or eight (8) hours in a day as applicable.
- (ii) Except for Employees identified in Clause 20.06(b), hours of work shall exclude an unpaid meal break of not less than one-half (1/2) hour for shifts worked greater than five (5) hours. If an Employee is recalled to duty during a meal break, compensating time shall be provided later in the shift or paid to the Employee at overtime rates.
- (iii) Employees covered under Clause 20.06(b) shall be provided with a paid meal break at the Basic Rate of Pay for not less than one-half (1/2) hour for shifts worked greater than five (5) hours.
- (iv) A paid rest period of fifteen (15) minutes will be permitted during each full period of three point eight seven five (3.875) hours worked. Where practicable, rest periods will be scheduled at or near the middle of each period.
- (v) The time of meal breaks and rest periods shall be determined by the Employer. In making this determination the Employer will consider Employee preference.
- (vi) When time is converted to Mountain Standard Time in accordance with the *Daylight Savings Time Act* regular hours of work shall be extended to include the additional hour and the Employee shall be paid at the overtime rate for that hour.
- (vii) When time is converted to Day Light Savings Time in accordance with the *Daylight Savings Time Act* the regular hours of work for the night shift shall be shortened by one (1) hour and the Employee shall have their regular pay for that shift reduced by one (1) hour.

33.05

**Overtime (Article 22)**

- (a) The provisions of Article 22 as it related to Regular Full-time Employees applies to Temporary Employees who are employed in a temporary full-time capacity.
- (b) The provisions of Article 22 as it relates to Regular Part-time Employees shall apply to Temporary Employees who are employed in a temporary part-time capacity.
- (c) Casual Employees shall be paid overtime rates as provided in Clause 22.12 for:
  - (i) time worked in excess of seven and three-quarter (7 3/4) hours per day [or eight (8) hours as applicable], or hours worked in excess of extended shift hours where such are in place as provided in Article 21; or

- (ii) any time worked by a Casual Employee in excess of the total of hours of work assigned to a full-time position in each consecutive and non-inclusive fourteen (14) calendar day period [i.e. seventy-seven point five (77.5) hours or eighty (80) hours] averaged over one (1) complete cycle of the shift schedule.

33.06 **On-Call Duty (Article 23)**

The provisions of Clause 23.01 apply to Temporary Employees who are employed in a full-time or part-time position.

33.07 **Call-Back (Article 24)**

The provisions of Article 24 apply to Temporary Employees who are employed in a full-time or part-time position.

33.08 **Named Holidays (Article 27)**

- (a) The provisions of Article 27 as it relates to Regular Full-time Employees applies to Temporary Employees who are employed in a temporary full-time capacity.
- (b) The provisions of Article 27 as it relates to Regular Part-time Employees applies to Temporary Employees who are employed in a temporary part-time capacity.
- (c) Casual Employees shall be paid, in addition to their Basic Rate of Pay, five percent (5%) of their Basic Rate of Pay in lieu of Named Holidays
- (d) Casual Employees required to work on a Named Holiday shall be paid at one and one-half times (1 1/2X) their Basic Rate of Pay for all hours worked on the Named Holiday.
- (e) Casual Employees required to work on Christmas Day shall be paid at two times (2X) the Employee's Basic Rate of Pay for work performed up to seven point seven five (7.75) or eight point zero (8.0) hours as applicable.
- (f) Casual Employees required to work on August Civic Day shall be paid at two times (2X) the Employee's Basic Rate of Pay for work performed up to seven point seven five (7.75) or eight point zero (8.0) hours as applicable.
- (g) Casual Employees required to work overtime on a Named Holiday (except August Civic Holiday and Christmas Day) shall be paid at two and one-half times (2 1/2X) their Basic Rate of Pay for all overtime hours worked on the Named Holiday.
- (h) Casual Employees required to work overtime on August Civic Holiday and/or Christmas Day shall be paid at three times (3X) their Basic Rate of Pay for all overtime hours worked.



33.09      **Annual Vacation (Article 28)**

- (a)      The provisions of Article 28 as it relates to Regular Full-time Employees applies to Temporary Employees who are employed in a temporary full-time capacity.
- (b)      The provisions of Article 28 as it relates to Regular Part-time Employees applies to Temporary Employees who are employed in a temporary part-time capacity.
- (c)      Casual Employees shall be paid, in addition to their Basic Rate of Pay, six percent (6%) of their Basic Rate of Pay in lieu of annual vacation. Casual Employees shall be allowed up to three (3) weeks off, without pay, for their vacation.

33.10      **Sick Leave (Article 29)**

The provisions of Article 29 apply to Temporary Employees who are employed in a full-time or part-time position.

33.11      **Workers Compensation (Article 30)**

- (a)      The provisions of Article 30 apply to Temporary Employees who are employed in a full-time or part-time position.
- (b)      The provisions of Clause 30.01 shall apply to Casual Employees.

33.12      **Prepaid Health Benefits (Article 31)**

Article 31 is amended as follows:

- (a)      The provisions of Clause 31.02(a) apply to Temporary Full-time Employees who are hired in a Temporary position for a period of six (6) months or longer.
- (b)      The provisions of Clause 31.02(b) apply to Temporary Part-time Employees whose regularly scheduled hours of work are at least fifteen (15) hours per week averaged over one (1) complete cycle of the shift schedule and who are hired for a period of six (6) months or longer.

33.13      **Leave of Absence (Article 32)**

- (a)      The provisions of Clauses 32.03 and 32.07 shall apply to Temporary Employees who are employed in a full-time or part-time position.
- (b)      Casual Employees will be entitled to time-off without pay in lieu of Bereavement Leave pursuant to Clause 32.03.

33.14 **Salary Increment**

Temporary and Casual Employees shall be entitled to salary increase as provided in the salary schedule upon the completion of the same number of regular hours of work as a Full-time Employee.

**ARTICLE 34**

**ALTITUDE AND HAZARD DIFFERENTIAL**

- 34.01 (a) All work performed from scaffolds at forty (40) feet or more above the ground level, will be paid for at fifty cents (\$0.50) per hour above the regular rate of pay.
- (b) All swing stage and bosun's chair, spider or cage work will be paid for at the following rates:
- (i) ground level up to one hundred (100) feet at fifty cents (\$0.50) per hour above the regular rate; and
  - (ii) twenty-five cents (\$0.25) per hour for every additional fifty (50) feet or part thereof to the top of the structure.

**ARTICLE 35**

**PENSION PLAN**

- 35.01 (a) The Employer shall contribute to the Local Authorities Pension Plan (LAPP) for retirement benefits for eligible participating Full-time Employees as defined by and in accordance with the regulations of the Plan.
- (b) The Employer shall contribute to the aforementioned Pension Plan for eligible Part-time Employees who request enrolment in the Plan provided they are regularly scheduled to work at least fourteen (14) hours per week averaged over a complete cycle of the shift schedule.
- 35.02 The Employer shall distribute to all Employees brochures and other relevant material outlining the above Plan upon hiring and when there are changes to the Plan.

**ARTICLE 36**

**CAMP ALLOWANCE**

- 36.01 An Employee who attends an overnight patient recreational/therapeutic activity authorized by the Employer shall be paid, in addition to their Basic Rate of Pay for their normal shift, an allowance of forty dollars (\$40.00) for each day at such an activity. Participation by an Employee in such activity shall be voluntary.

- 36.02 Where an Employee agrees to attend an overnight patient recreational/therapeutic activity authorized by the Employer, the Employee shall receive their Basic Rate of Pay for their normal seven and three-quarter (7 3/4) hours of work only. Employees who attend such an activity shall be eligible for free time each day at the discretion of the "in-charge" person.

### **ARTICLE 37**

#### **SALARIES**

- 37.01 The Basic Rate of Pay as set out in the Salary Schedule shall be applicable to all Employees covered by this Collective Agreement, effective on the dates specified therein.

- 37.02 An Employee's Basic Rate of Pay shall be advanced to the next higher rate following:

- (a) in the case of a Full-time Employee, one (1) year of service;
- (b) in the case of a Part-time Employee, the completion of the applicable yearly equivalent regular hours of work of a Full-time Employee [two thousand twenty-two point seven five (2,022.75) or two thousand eighty-eight (2,088) regular hours paid].

Unless otherwise changed by the operations of the terms of this Collective Agreement, a Regular Part-time Employee who has had a change in status to a Regular Full-time Employee within the same classification shall have their anniversary date established based on hours worked with the Employer at the salary increment level such Employee was entitled to receive immediately prior to their change in status.

- 37.03 Upon verification of a new Employee having job specific and relevant experience within the preceding twelve (12) months, the Employee's starting salary may be adjusted one (1) salary increment for each full year of experience, up to the top increment of the pay range.

- 37.04 The salary of an Employee reclassified, promoted, or transferred to a higher classification shall be advanced to the start rate of the higher classification. Where the start rate of the higher classification does not provide at least a three percent (3%) increase to their current rate, the Employee's salary shall be advanced to the next step of the higher classification that provides an increase of at least three percent (3%) provided this does not exceed the top step of the classification. When the Employee's salary is advanced to the higher classification, it shall be advanced to the next step after a period of time has elapsed equal to the agreed time period between pay steps for the higher classification.

- 37.05 When an Employee is reclassified, promoted, or transferred to a classification with the same end rate as their present classification, such Employee shall move to the pay step which is equal to their present Basic Rate of Pay, or if there is no such pay step, they shall move to the pay step that has a Basic Rate of Pay that is next higher to their present Basic Rate of Pay. The Employees' anniversary date for the purpose of increments will not change.
- 37.06 When an Employee is transferred or transfers to a lower rated classification, the Employee shall move to the pay step of the lower rated classification that is closest to but not higher than their present Basic Rate of Pay. The Employees anniversary date for the purpose of increments will not change.
- 37.07 Should the Employer issue an overpayment of wages and/or entitlements, the Employer may make the necessary monetary or entitlement adjustments and take such internal administrative action as is necessary to correct such errors. The Employer shall notify the Employee in writing that an overpayment has been made and discuss repayment options. By mutual agreement between the Employer and the Employee, repayment arrangements will be made. In the event mutual agreement cannot be reached, the Employer shall recover the overpayment by deducting up to ten percent (10%) of the Employees' gross earnings per pay period.

### **ARTICLE 38**

#### **TRANSPORTATION AND SUBSISTENCE**

- 38.01 Employees shall be reimbursed for travel and subsistence expenses in accordance with the Alberta Health Services Policy.
- 38.02 When an Employee is assigned duties necessitating the use of the Employee's private automobile they shall be reimbursed at the Government of Alberta rates per kilometer.
- 38.03 (a) Where an Employee is required by the Employer to provide an automobile for use, on all days of work, the Employee shall be provided with parking proximate to their base location at no cost.
- (b) Where an Employee is required by the Employer to provide an automobile for use on at least two (2) days per week but less than all days of work, the Employee shall be provided with parking proximate to their base location at fifty percent (50%) of the monthly cost of parking.
- Employees who currently do not pay for parking, shall be grandfathered until such time as the Employee is no longer required to provide an automobile for use in their employment.

- 38.04 Employees who are required to use their personal vehicles for Employer business, and to maintain business use insurance 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 of the cost of business use insurance coverage, less the cost of personal use insurance coverage, to a maximum of five hundred dollars (\$500) per annum.

### **ARTICLE 39**

#### **EMPLOYMENT INSURANCE PREMIUM REDUCTIONS**

- 39.01 The Employee's portion of all monies from Employment Insurance Commission Premium Reductions shall be returned to all eligible Employees as a lump sum payment once each year or when an eligible Employee terminates or transfers to an Employment status which is not eligible for the payment. The payment to eligible Employees shall be processed in December each year.

### **ARTICLE 40**

#### **CONTRACTING OUT**

- 40.01 The Employer will not contract out services that will result in the loss of encumbered Regular General Support Services Bargaining Unit positions without meaningful consultation and discussion with the Union. This does not impact the ability of the Employer to make changes through attrition.
- 40.02 The Employer shall provide the Union with at least ninety (90) days written notice prior to when a final decision is required. Lesser notice may be provided when urgent issues rapidly emerge.
- 40.03 The Employer agrees that it will disclose to the Union the:
- (a) nature of, and rationale for, the initiative,
  - (b) scope of the potential contracting out,
  - (c) potential impacts on Regular Employees, and
  - (d) anticipated timeframe for the initiative.
- 40.04 The Union shall provide in writing to the Employer possible alternatives to the contracting out initiative.
- 40.05 During the notice period, the Parties shall discuss reasonable alternatives to maximize retention of Regular Employees potentially affected by the contracting out initiative, including examination of potential retraining and/or redeployment opportunities as an alternative to Article 16: Layoff and Recall.

40.06 The Union may at any point ask to discuss with the Employer, services that are currently contracted out for specified work. Upon request the Employer agrees to entertain and give serious consideration to submissions and rationale from the Union based on an identified interest for specific work where the Union feels the Bargaining Unit may be better able to perform those services.

40.07 **Dispute Resolution**

- (a) The application of the consultation process in this Letter of Understanding is subject to Article 8: Grievance Procedure.
- (b) The final decision regarding contracting out is not subject to Article 8: Grievance Procedure.

ON BEHALF OF THE EMPLOYER

  
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ON BEHALF OF THE UNION


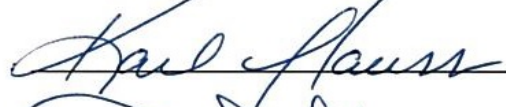
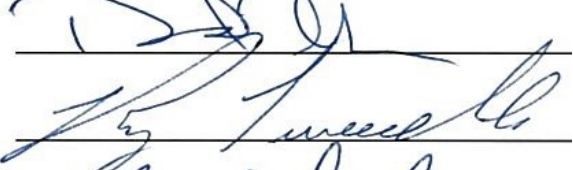
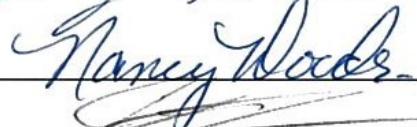
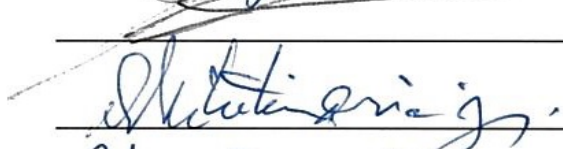

  
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The undersigned hereby certify that the foregoing Collective Agreement properly sets forth the terms and conditions agreed upon in negotiations.

ON BEHALF OF THE EMPLOYER  
BARGAINING TEAM

  
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ON BEHALF OF THE UNION  
BARGAINING TEAM

  
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DATE: January 24, 2019

DATE: January 23, 2019

## MAIN SALARY SCHEDULE

Group	Pay Grade	Classification	Effective Date	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7
Other	OT 1	Support Services Worker	Current	18.05	19.76	21.52				
			April 1/17	18.05	19.76	21.52				
			April 1/18	18.05	19.76	21.52				
			April 1/19	Wage re-opener						
	OT 2	Volunteer Coordinator	Current	22.83	23.30	23.71	24.14	24.57	25.10	
			April 1/17	22.83	23.30	23.71	24.14	24.57	25.10	
			April 1/18	22.83	23.30	23.71	24.14	24.57	25.10	
			April 1/19	Wage re-opener						
	OT 3	Lifeguard	Current	23.89	26.08					
			April 1/17	23.89	26.08					
			April 1/18	23.89	26.08					
			April 1/19	Wage re-opener						
	OT 4	Working Leader – Recreation Facilities	Current	26.75	29.88					
			April 1/17	26.75	29.88					
			April 1/18	26.75	29.88					
			April 1/19	Wage re-opener						
	OT 5	Histology Assistant	Current	25.04	26.06	27.12	28.22	29.35	30.11	
			April 1/17	25.04	26.06	27.12	28.22	29.35	30.11	
			April 1/18	25.04	26.06	27.12	28.22	29.35	30.11	
			April 1/19	Wage re-opener						
	OT 6	Driver Training Instructor	Current	27.43	31.94					
			April 1/17	27.43	31.94					
			April 1/18	27.43	31.94					
			April 1/19	Wage re-opener						
	OT 7	Graphic Designer	Current	25.15	26.30	27.35	28.86	30.09	31.50	33.05
			April 1/17	25.15	26.30	27.35	28.86	30.09	31.50	33.05
			April 1/18	25.15	26.30	27.35	28.86	30.09	31.50	33.05
			April 1/19	Wage re-opener						
OT 8	Draftsperson	Current	32.96	36.13						
		April 1/17	32.96	36.13						
		April 1/18	32.96	36.13						
		April 1/19	Wage re-opener							
Driver(s)	DR 1	Driver I	Current	21.49	24.02					
			April 1/17	21.49	24.02					
			April 1/18	21.49	24.02					
			April 1/19	Wage re-opener						
	DR 2	Driver II	Current	23.89	26.30					
			April 1/17	23.89	26.30					
			April 1/18	23.89	26.30					
			April 1/19	Wage re-opener						



Group	Pay Grade	Classification	Effective Date	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7
Food Services	FS 1	Food Service I	Current	17.60	19.20					
			April 1/17	17.60	19.20					
			April 1/18	17.60	19.20					
			April 1/19	Wage re-opener						
	FS 2	Food Service II	Current	19.24	21.02					
			April 1/17	19.24	21.02					
			April 1/18	19.24	21.02					
			April 1/19	Wage re-opener						
	FS 3	Cook I	Current	22.57	24.83					
			April 1/17	22.57	24.83					
			April 1/18	22.57	24.83					
			April 1/19	Wage re-opener						
	FS 4	Working Leader – Food Services	Current	22.53	25.12					
			April 1/17	22.53	25.12					
			April 1/18	22.53	25.12					
			April 1/19	Wage re-opener						
	FS 5	Cook II	Current	25.57	28.48					
			April 1/17	25.57	28.48					
			April 1/18	25.57	28.48					
			April 1/19	Wage re-opener						
Environmental/ Landry	EL 1	Environmental I Laundry I	Current	17.60	19.20					
			April 1/17	17.60	19.20					
			April 1/18	17.60	19.20					
			April 1/19	Wage re-opener						
	EL 2	Environmental II Laundry II	Current	19.24	21.02					
			April 1/17	19.24	21.02					
			April 1/18	19.24	21.02					
			April 1/19	Wage re-opener						
	EL 3	Working Leader – Environmental Working Leader – Laundry	Current	22.53	25.12					
April 1/17	22.53		25.12							
April 1/18	22.53		25.12							
April 1/19	Wage re-opener									
Service Workers	SW 1	Service Worker I	Current	19.59	21.39					
			April 1/17	19.59	21.39					
			April 1/18	19.59	21.39					
			April 1/19	Wage re-opener						
	SW 2	Service Worker II	Current	20.44	22.28					
			April 1/17	20.44	22.28					
			April 1/18	20.44	22.28					
			April 1/19	Wage re-opener						
	SW 3	Working Leader – Service Worker	Current	22.97	25.31					
			April 1/17	22.97	25.31					
			April 1/18	22.97	25.31					
			April 1/19	Wage re-opener						

Group	Pay Grade	Classification	Effective Date	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7
Security	PS 1	Protective Services Officer I	Current	26.66	27.70	28.75	29.87	31.11	32.52	
			April 1/17	26.66	27.70	28.75	29.87	31.11	32.52	
		Telecommunications Operator/Dispatcher	April 1/18	26.66	27.70	28.75	29.87	31.11	32.52	
			April 1/19	Wage re-opener						
	PS 2	Protective Services Officer II	Current	32.04	33.09	34.24	35.44	36.69		
			April 1/17	32.04	33.09	34.24	35.44	36.69		
			April 1/18	32.04	33.09	34.24	35.44	36.69		
			April 1/19	Wage re-opener						
Administrative Support	AS 1	Administrative Support I	Current	19.07	19.84	20.64	21.46	22.31	23.20	
			April 1/17	19.07	19.84	20.64	21.46	22.31	23.20	
			April 1/18	19.07	19.84	20.64	21.46	22.31	23.20	
			April 1/19	Wage re-opener						
	AS 2	Administrative Support II	Current	20.42	21.21	22.07	22.96	23.85	24.82	
			April 1/17	20.42	21.21	22.07	22.96	23.85	24.82	
			April 1/18	20.42	21.21	22.07	22.96	23.85	24.82	
			April 1/19	Wage re-opener						
	AS 3	Administrative Support III	Current	22.56	23.45	24.39	25.34	26.36	27.42	
			April 1/17	22.56	23.45	24.39	25.34	26.36	27.42	
			April 1/18	22.56	23.45	24.39	25.34	26.36	27.42	
			April 1/19	Wage re-opener						
	AS 4	Data Coordinator	Current	22.43	23.94	25.52	27.07	28.60		
			April 1/17	22.43	23.94	25.52	27.07	28.60		
			April 1/18	22.43	23.94	25.52	27.07	28.60		
			April 1/19	Wage re-opener						
	AS 5	Administrative Support IV Unit Clerk	Current	24.99	25.98	27.02	28.10	29.22	30.38	
			April 1/17	24.99	25.98	27.02	28.10	29.22	30.38	
			April 1/18	24.99	25.98	27.02	28.10	29.22	30.38	
			April 1/19	Wage re-opener						
	AS 6	Administrative Support V Medical Transcriptionist	Current	27.28	28.37	29.49	30.67	31.90	33.17	
			April 1/17	27.28	28.37	29.49	30.67	31.90	33.17	
			April 1/18	27.28	28.37	29.49	30.67	31.90	33.17	
			April 1/19	Wage re-opener						
	AS 7	Administrative Support VI	Current	29.70	30.89	32.11	33.42	34.74	36.14	
			April 1/17	29.70	30.89	32.11	33.42	34.74	36.14	
			April 1/18	29.70	30.89	32.11	33.42	34.74	36.14	
			April 1/19	Wage re-opener						
Supply & Procurement	SU 1	Stores I	Current	21.49	24.02					
			April 1/17	21.49	24.02					
			April 1/18	21.49	24.02					
			April 1/19	Wage re-opener						
	SU 2	Stores II	Current	23.89	26.30					
			April 1/17	23.89	26.30					
			April 1/18	23.89	26.30					
			April 1/19	Wage re-opener						

Group	Pay Grade	Classification	Effective Date	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7
Supply & Procurement	SU 3	Supply Coordinator	Current	23.05	24.80	26.60				
			April 1/17	23.05	24.80	26.60				
			April 1/18	23.05	24.80	26.60				
			April 1/19	Wage re-opener						
	SU 4	Procurement Specialist I	Current	27.18	30.34					
			April 1/17	27.18	30.34					
			April 1/18	27.18	30.34					
			April 1/19	Wage re-opener						
	SU 5	Procurement Specialist II	Current	35.56	39.32					
			April 1/17	35.56	39.32					
			April 1/18	35.56	39.32					
			April 1/19	Wage re-opener						
SU 6	Procurement Specialist III	Current	38.72	40.08	41.48	42.94	44.44	45.76		
		April 1/17	38.72	40.08	41.48	42.94	44.44	45.76		
		April 1/18	38.72	40.08	41.48	42.94	44.44	45.76		
		April 1/19	Wage re-opener							
Medical Support	MS 1	Surgical Processor – Developmental	Current	21.42						
			April 1/17	21.42						
			April 1/18	21.42						
			April 1/19	Wage re-opener						
	MS 2	Pharmacy Assistant	Current	21.62	22.42	23.23	24.02	24.83		
			April 1/17	21.62	22.42	23.23	24.02	24.83		
			April 1/18	21.62	22.42	23.23	24.02	24.83		
			April 1/19	Wage re-opener						
	MS 3	Surgical Processor	Current	22.54	23.33	24.07	24.87	25.69		
			April 1/17	22.54	23.33	24.07	24.87	25.69		
			April 1/18	22.54	23.33	24.07	24.87	25.69		
			April 1/19	Wage re-opener						
	MS 4	Working Leader – Surgical Processing	Current	26.30	26.95	27.63	28.31	28.92		
			April 1/17	26.30	26.95	27.63	28.31	28.92		
			April 1/18	26.30	26.95	27.63	28.31	28.92		
			April 1/19	Wage re-opener						
	MS 5	Biological Parts Specialist	Current	30.09	33.02					
			April 1/17	30.09	33.02					
			April 1/18	30.09	33.02					
			April 1/19	Wage re-opener						

Group	Pay Grade	Classification	Effective Date	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7
Therapy	TH 1	Client Companion	Current	15.95	16.75					
			April 1/17	15.95	16.75					
			April 1/18	15.95	16.75					
			April 1/19	Wage re-opener						
	TH 2	Therapy Aide	Current	20.24	20.83	21.42	22.00	22.59		
			April 1/17	20.24	20.83	21.42	22.00	22.59		
			April 1/18	20.24	20.83	21.42	22.00	22.59		
			April 1/19	Wage re-opener						
	TH 3	Single ILS Worker	Current	21.53	22.45	23.33	24.23	25.12		
			April 1/17	21.53	22.45	23.33	24.23	25.12		
			April 1/18	21.53	22.45	23.33	24.23	25.12		
			April 1/19	Wage re-opener						
	TH 4	Technical Attendant Addiction & Mental Health Recovery Worker Peer Support Worker (Mar. 15/18)	Current	23.89	26.33					
			April 1/17	23.89	26.33					
			April 1/18	23.89	26.33					
April 1/19			Wage re-opener							
TH 5	Activities Convener	Current	22.17	23.11	24.08	25.00	25.96	26.83		
		April 1/17	22.17	23.11	24.08	25.00	25.96	26.83		
		April 1/18	22.17	23.11	24.08	25.00	25.96	26.83		
		April 1/19	Wage re-opener							
Laboratory Services	LA 1	Laboratory Assistant I	Current	22.69	23.61	24.55	25.55	26.55	27.23	
			April 1/17	22.69	23.61	24.55	25.55	26.55	27.23	
			April 1/18	22.69	23.61	24.55	25.55	26.55	27.23	
			April 1/19	Wage re-opener						
	LA 2	Laboratory Assistant II	Current	23.84	24.82	25.82	26.86	27.94	28.69	
			April 1/17	23.84	24.82	25.82	26.86	27.94	28.69	
			April 1/18	23.84	24.82	25.82	26.86	27.94	28.69	
			April 1/19	Wage re-opener						
	LA 3	Team Leader – Lab	Current	26.63	27.67	28.77	29.94	31.12	31.95	
April 1/17			26.63	27.67	28.77	29.94	31.12	31.95		
April 1/18			26.63	27.67	28.77	29.94	31.12	31.95		
April 1/19			Wage re-opener							
Maintenance	MA 1	Maintenance Worker I	Current	22.87	24.89					
			April 1/17	22.87	24.89					
			April 1/18	22.87	24.89					
			April 1/19	Wage re-opener						
	MA 2	Maintenance Worker II	Current	25.88	28.25					
			April 1/17	25.88	28.25					
April 1/18			25.88	28.25						
April 1/19			Wage re-opener							

Group	Pay Grade	Classification	Effective Date	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7
Maintenance	MA 3	Maintenance Worker III	Current	29.93	32.61					
			April 1/17	29.93	32.61					
			April 1/18	29.93	32.61					
			April 1/19	Wage re-opener						
	MA 4	Horticultural Specialist	Current	30.46	33.34					
			April 1/17	30.46	33.34					
			April 1/18	30.46	33.34					
			April 1/19	Wage re-opener						
	MA 5	Upholsterer	Current	31.34	34.29					
			April 1/17	31.34	34.29					
			April 1/18	31.34	34.29					
			April 1/19	Wage re-opener						
MA 6	Maintenance Worker IV	Current	31.82	34.67						
		April 1/17	31.82	34.67						
		April 1/18	31.82	34.67						
		April 1/19	Wage re-opener							
Engineering	PE 1	Power Engineer 4 <sup>th</sup> Class	Current	33.39	36.15					
			April 1/17	33.39	36.15					
			April 1/18	33.39	36.15					
			April 1/19	Wage re-opener						
	PE 2	Control Centre Operator	Current	35.64	39.13					
			April 1/17	35.64	39.13					
			April 1/18	35.64	39.13					
			April 1/19	Wage re-opener						
	PE 3	Power Engineer 3 <sup>rd</sup> Class	Current	36.12	39.13					
			April 1/17	36.12	39.13					
			April 1/18	36.12	39.13					
			April 1/19	Wage re-opener						
	PE 4	Senior Control Operator	Current	37.15	40.81					
			April 1/17	37.15	40.81					
			April 1/18	37.15	40.81					
			April 1/19	Wage re-opener						
	PE 5	Power Engineer 2 <sup>nd</sup> Class	Current	41.82	45.46					
			April 1/17	41.82	45.46					
April 1/18			41.82	45.46						
April 1/19			Wage re-opener							
PE 6	Power Plant Coordinator	Current	44.19	48.71						
		April 1/17	44.19	48.71						
		April 1/18	44.19	48.71						
		April 1/19	Wage re-opener							

Group	Pay Grade	Classification	Effective Date	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7
Trades	TR 1	Locksmith	Current	32.98	36.46					
			April 1/17	32.98	36.46					
			April 1/18	32.98	36.46					
			April 1/19	Wage re-opener						
	TR 2	Painter	Current	33.90	37.18					
			April 1/17	33.90	37.18					
			April 1/18	33.90	37.18					
			April 1/19	Wage re-opener						
	TR 3	Carpenter Spraypainter	Current	35.55	38.65					
			April 1/17	35.55	38.65					
			April 1/18	35.55	38.65					
			April 1/19	Wage re-opener						
	TR 4	Signwriter/Painter Mechanical Service Technician Machinist	Current	37.18	40.48					
			April 1/17	37.18	40.48					
			April 1/18	37.18	40.48					
			April 1/19	Wage re-opener						
	TR 5	Welder	Current	38.52	41.79					
			April 1/17	38.52	41.79					
			April 1/18	38.52	41.79					
			April 1/19	Wage re-opener						
	TR 6	Instrumentation Tech I Plumber Steamfitter	Current	38.59	42.12					
			April 1/17	38.59	42.12					
			April 1/18	38.59	42.12					
			April 1/19	Wage re-opener						
	TR 7	Electronics Technologist I	Current	39.98	43.08					
			April 1/17	39.98	43.08					
			April 1/18	39.98	43.08					
			April 1/19	Wage re-opener						
TR 8	Millwright Instrumentation Tech II	Current	39.82	43.14						
		April 1/17	39.82	43.14						
		April 1/18	39.82	43.14						
		April 1/19	Wage re-opener							
TR 9	Electrician Electronics Technologist II Machinist/Millwright Mechanic/Welder Medical Electronics Tech Machinist Technician Plumber/Steamfitter Refrigeration Mechanic Temp. Control Mech - HVAC Facilities Technician	Current	41.18	44.46						
		April 1/17	41.18	44.46						
		April 1/18	41.18	44.46						
		April 1/19	Wage re-opener							

Group	Pay Grade	Classification	Effective Date	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7
Trades	TR 10	Maintenance Planner Assistant Electrical Foreman	Current	42.19	45.57					
			April 1/17	42.19	45.57					
			April 1/18	42.19	45.57					
			April 1/19	Wage re-opener						
	TR 11	Instrumentation Tech III	Current	41.78	46.05					
			April 1/17	41.78	46.05					
			April 1/18	41.78	46.05					
			April 1/19	Wage re-opener						
	TR 12	Lead Hand	Current	42.96	46.43					
			April 1/17	42.96	46.43					
			April 1/18	42.96	46.43					
			April 1/19	Wage re-opener						
TR 13	Mechanical Technologist	Current	42.82	46.54						
		April 1/17	42.82	46.54						
		April 1/18	42.82	46.54						
		April 1/19	Wage re-opener							
Finance	FI 1	Financial Analyst	Current	33.60	37.13	40.56				
			April 1/17	33.60	37.13	40.56				
			April 1/18	33.60	37.13	40.56				
			April 1/19	Wage re-opener						
	FI 2	Sr. Financial Analyst	Current	40.59	44.85	49.11				
			April 1/17	40.59	44.85	49.11				
Information Technology	IT 1	IT Customer Support I	Current	25.65	26.99	28.41	29.84	31.33		
			April 1/17	25.65	26.99	28.41	29.84	31.33		
			April 1/18	25.65	26.99	28.41	29.84	31.33		
			April 1/19	Wage re-opener						
	IT 2	IT Customer Support II	Current	29.84	31.41	33.06	34.70	36.44		
			April 1/17	29.84	31.41	33.06	34.70	36.44		
			April 1/18	29.84	31.41	33.06	34.70	36.44		
			April 1/19	Wage re-opener						
	IT 3	IT Analyst I	Current	29.92	31.49	33.14	34.89	36.63	38.47	40.39
			April 1/17	29.92	31.49	33.14	34.89	36.63	38.47	40.39
			April 1/18	29.92	31.49	33.14	34.89	36.63	38.47	40.39
			April 1/19	Wage re-opener						
IT 4	IT Analyst II	Current	36.94	38.87	40.93	43.09	45.24	47.49	49.88	
		April 1/17	36.94	38.87	40.93	43.09	45.24	47.49	49.88	
		April 1/18	36.94	38.87	40.93	43.09	45.24	47.49	49.88	
		April 1/19	Wage re-opener							

Group	Pay Grade	Classification	Effective Date	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7
Professional	PR 1	Coordinator I	Current	27.28	28.37	29.49	30.67	31.90	33.17	
			April 1/17	27.28	28.37	29.49	30.67	31.90	33.17	
			April 1/18	27.28	28.37	29.49	30.67	31.90	33.17	
			April 1/19	Wage re-opener						
	PR 2	Coordinator II Trainer	Current	29.92	31.49	33.14	34.89	36.63	38.47	40.39
			April 1/17	29.92	31.49	33.14	34.89	36.63	38.47	40.39
			April 1/18	29.92	31.49	33.14	34.89	36.63	38.47	40.39
			April 1/19	Wage re-opener						
	PR 3	Human Resources Technician	Current	31.60	33.28	35.03	36.88	38.71	40.64	42.08
			April 1/17	31.60	33.28	35.03	36.88	38.71	40.64	42.08
			April 1/18	31.60	33.28	35.03	36.88	38.71	40.64	42.08
			April 1/19	Wage re-opener						
	PR 4	Business Analyst	Current	36.94	38.87	40.93	43.09	45.24	47.49	49.88
			April 1/17	36.94	38.87	40.93	43.09	45.24	47.49	49.88
			April 1/18	36.94	38.87	40.93	43.09	45.24	47.49	49.88
			April 1/19	Wage re-opener						



**Addendum A:  
Local Conditions**

**Calgary Zone**

<b>Group</b>	<b>Pay Grade</b>	<b>Classification</b>	<b>Effective Date</b>	<b>Step 1</b>	<b>Step 2</b>	<b>Step 3</b>	<b>Step 4</b>	<b>Step 5</b>	<b>Step 6</b>	<b>Step 7</b>
Technical		Web Administrator <sup>1</sup>	Current	26.27	28.76	31.31				
			April 1/17	26.27	28.76	31.31				
			April 1/18	26.27	28.76	31.31				
			April 1/19	Wage re-opener						

**Former AADAC**

<b>Group</b>	<b>Pay Grade</b>	<b>Classification</b>	<b>Effective Date</b>	<b>Step 1</b>	<b>Step 2</b>	<b>Step 3</b>	<b>Step 4</b>	<b>Step 5</b>	<b>Step 6</b>	<b>Step 7</b>
Administrative & Program Services	AUPE	Writer/Editor	Current	31.27	32.56	34.12	35.68	37.27	39.06	40.82
			April 1/17	31.27	32.56	34.12	35.68	37.27	39.06	40.82
			April 1/18	31.27	32.56	34.12	35.68	37.27	39.06	40.82
			April 1/19	Wage re-opener						

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<sup>1</sup> Former Calgary Health Region

**Addendum B:  
Current Incumbents Only**

**South Zone**

Group	Pay Grade	Classification	Effective Date	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7
Medical Support Group		Community Health Representative <sup>2</sup>	Current	26.48	27.39	28.26	29.22	30.19	31.17	
			April 1/17	26.48	27.39	28.26	29.22	30.19	31.17	
			April 1/18	26.48	27.39	28.26	29.22	30.19	31.17	
			April 1/19	Wage re-opener						

**Edmonton Zone**

Group	Pay Grade	Classification	Effective Date	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9
		Media Producer	Current	33.98	35.19	36.46	37.74	39.08	40.48	41.91	43.25	44.75
			April 1/17	33.98	35.19	36.46	37.74	39.08	40.48	41.91	43.25	44.75
			April 1/18	33.98	35.19	36.46	37.74	39.08	40.48	41.91	43.25	44.75
			April 1/19	Wage re-opener								

**Dr. Cooke Extended Care Centre**

Group	Pay Grade	Classification	Effective Date	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7
		Therapy Assistant	Current	23.56	24.58	25.56	26.59	27.57	28.52	
			April 1/17	23.56	24.58	25.56	26.59	27.57	28.52	
			April 1/18	23.56	24.58	25.56	26.59	27.57	28.52	
			April 1/19	Wage re-opener						

<sup>2</sup> Former Chinook Health Region

**YEAR 3 APRIL 1, 2019 WAGE REOPENER**

The Parties shall commence negotiations to reach agreement on the wages payable in Year 3 (April 1, 2019 to March 31, 2020) of the Collective Agreement on no earlier than January 15, 2019.

The Parties agree that the only item open for negotiations shall be wages in the Salary Appendices and Addendums of the Collective Agreement and does not include pay grade adjustments for any specific classifications. This re-opener shall not be construed in any way as “opening the agreement” for negotiations on any other issues by either side.

If the Parties have not been able to agree upon the wage adjustment, at any time after March 31, 2019, either Party may give written notice to the other Party of its desire to submit resolution of the wage adjustment to interest arbitration before a three-member panel comprised of a nominee of both Parties and a mutually acceptable chair.

If the Parties are unable to agree upon the Chair, the Director of Mediation Services shall appoint one.

The arbitration hearing shall be held no later than June 30, 2019. In reaching its decision, the arbitration panel shall consider the matters identified in section 101 of the Alberta Labour Relations Code. Any wage adjustment under this wage re-opener shall be retroactive to April 1, 2019.

**LETTER OF UNDERSTANDING #1**

**BETWEEN**

**ALBERTA HEALTH SERVICES**

**- and -**

**ALBERTA UNION OF PROVINCIAL EMPLOYEES**

**RE: SEVERANCE FOR CONTRACTING OUT, ORGANIZATIONAL CHANGE OR  
TECHNOLOGICAL CHANGE**

**Purpose**

1. The Parties agree that the primary purpose of the Severance Program (the Program) is to recognize the contribution of Employees, to allow Employees to leave the system with dignity, to minimize disruption, and to ensure quality and continuity of services. Severance is one of the human resources management tools to assist with contracting out, organizational change and technological change.

**Contracting Out**

2. (a) The Parties recognize the important contribution the Employees make in the delivery of support services, and are committed to ensure job security where reasonably possible. To this end, it is understood by the Parties that this Employer will consult with the Union as soon as reasonably possible and at a minimum, ninety (90) days prior to any workforce adjustment resulting from a decision to discontinue a program or undertaking in an effort to explore alternatives to minimize the impact of the decision.  
  
(b) In the event of an adjustment, as outlined in (a) above, the Parties agree to work towards the implementation and utilization of voluntary measures, including but not limited to voluntary Leaves of Absence, transfers, and voluntary separation programs, including early retirement, job sharing or severance agreements, in order to minimize the impact on Employees.

**Severance Offering and Eligibility**

3. The Program will be offered in accordance with the provisions of this Letter of Understanding, over a period of time beginning the date on which the Parties exchange notice of ratification for this Collective Agreement.
4. (a) Severance will be offered only as a result of contracting out, organizational change and technological change that results in the permanent reduction in the number of Regular Employees within a fifty (50) kilometre radius of the affected Regular Employee's site.

- (b) Employees on full layoff will not be eligible to apply for the Program.
  - (c) The timing and extent of application periods and of the offering will be determined by the Employer.
5. Notwithstanding 4 above, severance shall not be offered where the permanent reduction in the number of Regular Employees in the bargaining unit occurs as a result of:
- (a) A Regular Employee exercising their rights under Letter Understanding #4 Re: Mutual Agreement to Adjust FTE's; or
  - (b) A Regular Employee's position moving or being moved into a different functional bargaining unit.
6. The Program, when offered by the Employer, will be open to all eligible affected Regular Employees within the bargaining unit as of the date of the Program offering. An approved severance will be calculated as follows:
- (a) The equivalent of two (2) weeks regular salary for each full year of continuous service to a maximum payment of forty (40) weeks.
  - (b) Regular salary = (regularly scheduled hours of work as at date of application for the program) X (Basic Rate of Pay).
  - (c) Partial years will be pro-rated.


### **Severance Approval**

- 7.
- (a) Subject to operational requirements, if there are more Employees wishing to take severance than there are positions to be eliminated, severance shall be granted in order of seniority.
  - (b) A Regular Employee who has received layoff notice in accordance with Clause 16.02 and for whom no alternate vacant position is available within a fifty (50) kilometre radius of the Employee's site, shall have the option to select either of:
    - (i) layoff with recall rights as specified in Article 16: Layoff and Recall of the Collective Agreement; or
    - (ii) severance as offered by the Employer in accordance with this Letter of Understanding.
  - (c) The Employer reserves the right to determine the date of termination and once approved, the decision to take severance and terminate employment is irrevocable.

### Operation of the Program

8. The Employer will only consider a severance application from an Employee on sick leave, WCB, STD or LTD where the Employee has provided medical evidence to the Employer that they are fit to return to work.
9. Regular Employees whose applications for the Program are approved will terminate their employment and have no right to recall under the Layoff and Recall Article of the Collective Agreement.
10.
  - (a) Employees whose application for severance are approved will not be eligible for rehire by this Employer or any Employer or agency funded directly or indirectly by the Employer paying the severance for the period of the severance.
  - (b) The Employee may be considered for hire by an Employer referred to in (a) provided they repay the Employer from whom the severance was received the difference, if any, between the date they were terminated and the length of time for which the severance was paid.
11. Severance shall be provided at the request of the Employee as:
  - (a) a lump sum;
  - (b) contribution to an RRSP of the Employee's choice;
  - (c) any combination of the above; or
  - (d) other provisions as agreed by the Employer and the Employee.
12. Severance pay provided under this Letter of Understanding shall be deemed to be inclusive of any and all legislative requirements for termination notice.

ON BEHALF OF THE EMPLOYER


  

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ON BEHALF OF THE UNION

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**LETTER OF UNDERSTANDING #2**

**BETWEEN**

**ALBERTA HEALTH SERVICES**

**- and -**

**ALBERTA UNION OF PROVINCIAL EMPLOYEES**


**RE: MULTIPLE POSITIONS**

The Parties agree that this Letter of Understanding applied to Employees who hold more than one (1) position within the Bargaining Unit and Employees who subsequently attain more than one (1) position within the Bargaining Unit.

1. An Employee is responsible for notifying their supervisor that the Employee is employed in multiple positions with the Employer.
2. Employees occupying two (2) or more Regular Part-time positions shall have their regularly scheduled hours in the Regular Part-time positions combined for the purposes of determining eligibility for vacation, sick leave, supplementary health and dental benefits, disability, life insurance and pension benefits.
3. Employees shall not be employed within the bargaining unit in greater than a full-time capacity, or in multiple positions where their schedules for the positions require them to work in excess of the regular daily hours of work. In the event that an Employee occupies two (2) or more Part-time positions in the same classification, the total hours worked in those positions will count towards their next increment.
4. Hours worked in Part-time positions in different classifications shall be considered separately for the purposes of increment accrual.
5. An Employee who holds multiple positions may work additional shifts, however, it is intended that the total hours will not normally exceed full-time hours.
6. An Employee who accepts multiple positions acknowledges the Employer's requirement to manage shift scheduling based on operational need. If the schedules of the Part-time positions are in conflict (including schedules that require an Employee to work in excess of the regular daily work hours), or if a schedule changes, the Employee is required to notify each of the Employee's managers of the scheduling conflict, and may be required to relinquish one of the positions. Should an Employee be required to resign from a position(s) under these circumstances, they shall be given twenty-eight (28) days notice of such requirement or such lesser time as may be agreed between the Employer and the Union.
7. An Employee is required to notify and obtain approval, when necessary, from each of their managers for a leave of absence.

8. An Employee who holds multiple positions shall have their earliest “seniority date” recognized for the purposes of Article 15: Seniority.
9.
  - (a) Probation shall apply separately to each Part-time position in accordance with Article 14: Probation. Probation is completed when the Employee successfully reaches the required hours in any of the positions the Employee holds. Subsequent positions will revert to a trial period in accordance with provisions of the Collective Agreement.
  - (b) Trial periods shall apply separately to each Part-time position in accordance with Clause 17.06. In circumstances where an Employee has not vacated a Regular position there is no obligation to return the Employee to any position.
10. Each Part-time position shall be considered separately in determining eligibility for overtime however, Employees working in multiple positions shall be entitled to overtime when the total hours worked exceeds the applicable Full-time hours in any two (2) week period. Employees holding multiple positions who are offered additional shifts of hours shall advise the Employer prior to accepting the additional work if this will result in overtime payment.
11. Each Part-time position shall be considered separately in determining eligibility for:
  - (a) Article 16: Layoff and Recall;
  - (b) Article 20: Hours of Work;
  - (c) Article 26: Shift and Weekend Differential;
  - (d) Article 27: Named Holidays;
  - (e) Article 28: Annual Vacation; and
  - (f) Article 33: Terms, Conditions and Benefits Applicable to Temporary Casual Employees


ON BEHALF OF THE EMPLOYER



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ON BEHALF OF THE UNION



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**LETTER OF UNDERSTANDING #3**

**BETWEEN**

**ALBERTA HEALTH SERVICES**

**- and -**

**ALBERTA UNION OF PROVINCIAL EMPLOYEES**

**RE: TEN (10) MONTH POSITIONS IN SCHOOLS**

Subject to agreement by the Employer and the Union, the following terms and conditions have been agreed for Employees hired into ten (10) month positions in schools:

**Cycle of the Shift Schedule**

The definition for a cycle of a shift schedule shall mean a twelve (12) month period in which the shift cycle will repeat itself.

**Employee FTE**

Employees will be hired as Permanent Part-time Employees.

**Shift Schedule**

Scheduled hours of work will be such that all hours for an FTE will be scheduled during the period of September through June of each year. This scheduling will mirror the school term. Unscheduled days for each FTE will be provided in the months after the school term (i.e. July, August of each year). Scheduled days of rest will be Saturday and Sunday.

**Overtime**

Employees will be eligible for overtime as outlined in Article 22. The unscheduled days are not considered scheduled days of rest.

**Vacation**

Employees will be eligible for vacation time. Unless mutually agreed to between the Employee and the Employer, vacation shall be taken during the school year.

**Sick Leave**

Sick leave benefits for eligible Employees will be payable during the period where Employees are scheduled to work. Should an Employee become ill during the period of unscheduled hours no sick benefits will be payable.



### **Long-Term Disability**


If an eligible Employee becomes disabled anytime during the period of scheduled working hours benefits will be payable during the period of scheduled hours. Employees will follow the normal waiting periods for long-term disability. No money will be payable until their first (1<sup>st</sup>) scheduled day of work.

If a disability occurs while an Employee is on unscheduled days, no payment will be received until such time as they are regularly scheduled to work. The normal waiting periods would apply.

### **Benefit Premiums**

During the period of unscheduled hours, benefits will continue for eligible Employees. Premiums owing during this period will be recovered on the first (1<sup>st</sup>) pay cheque when Employees are scheduled to work.

ON BEHALF OF THE EMPLOYER


  

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ON BEHALF OF THE UNION

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**LETTER OF UNDERSTANDING #4**

**BETWEEN**

**ALBERTA HEALTH SERVICES**

**- and -**

**ALBERTA UNION OF PROVINCIAL EMPLOYEES**

**RE: MUTUAL AGREEMENT TO ADJUST FTEs**

WHEREAS the Parties see the mutual value in:

- Providing Employees with confirmation of their full-time equivalent (FTE):
- Defining approaches to enable the adjustment of FTEs for Employees where mutually agreed; and
- Developing larger FTEs and more full-time positions;

The Parties agree as follows:


1. At the time of hire or transfer, the Employer shall state, in writing to the Employee, the Employee's current FTE. Pursuant to this Letter of Understanding, such FTE may be amended by mutual agreement between the Employer and the Union.
  - (a) The process for requesting a change to FTEs shall be as follows:
    - (i) Employees may request to increase or decrease the Employee's FTE. The Employer shall advise the Union of such request;
    - (ii) Employers may offer to increase an Employee's FTE following consultation with the Union;
    - (iii) seniority shall be considered in determining which Employees are eligible to have their FTEs adjusted in accordance with the Letter of Understanding.
  - (b) Where mutual agreement is reached in accordance with paragraph 1(a) above:
    - (i) regular hours of work for that classification within the bargaining unit shall not be reduced;
    - (ii) amendments to FTEs will be limited to the work area from which the original request was received;
    - (iii) such changes shall be confirmed in writing to the Employee, and a copy shall be provided to the Union.

2. Mutual agreement to amend FTEs shall not be considered a violation of Article 17: Promotions, Transfers and Vacancies or Article 16: Layoff and Recall.
3. Where mutual agreement is not reached to amend FTEs, the strict provisions of this Collective Agreement shall apply.
4. This Letter of Understanding shall expire on the expiry date of this Collective Agreement or upon the date of ratification of the next Collective Agreement, whichever is later. If this Letter of Understanding expires and is not renewed, any changes to an Employee's FTE which have resulted from the application of this Letter of Understanding shall remain in effect subject to the terms of this Collective Agreement.

ON BEHALF OF THE EMPLOYER

  
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ON BEHALF OF THE UNION

  
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**LETTER OF UNDERSTANDING #5**

**BETWEEN**

**ALBERTA HEALTH SERVICES**

**- and -**

**ALBERTA UNION OF PROVINCIAL EMPLOYEES**

**RE: TELEWORKING AGREEMENT**

The Collective Agreement applies to Employees covered by this teleworking agreement except as modified below.

**Definition**

“Teleworking” shall mean work performed by Employees who use computers and telecommunication equipment to work at home or at a remote site approved by the Employer.

This Letter of Understanding shall apply to Employees who agree with the Employer to telework.

All responsibilities and performance expectations will apply during teleworking.

**Terms of Agreement**

1. Should the Union or the Employer desire to discontinue the teleworking agreement, either Party shall provide sixty (60) calendar days written notice to the other Party.
2. An Employee may discontinue teleworking by providing sixty (60) calendar days written notice to the Employer or such shorter period as may be mutually agreed between the Employee and Employer.
3. In the event of an emergent situation, the Employer may terminate this agreement and the sixty (60) calendar days notice period shall not apply.
4. The sixty (60) calendar days notice period shall not apply when the Employee is removed from the agreement for cause.
5. The Employee shall be directed to report to an assigned work-site when teleworking is discontinued in accordance with the above.
6. An Employee may be temporarily reassigned to an alternate work-site for operational reasons.
7. Nothing in this teleworking agreement prevents the Employer from disciplining or terminating an Employee in accordance with Article 9: Discipline, Dismissal and Termination of the Collective Agreement.

8. It is expected that the Employee be available for work during scheduled hours as posted. However, the Employee has the flexibility to structure the seven point seven five (7.75) hours of work between zero zero zero one (0001) and twenty-four hundred (2400) hours provided that the Employee receives prior approval from the Employer.
9. An Employee shall not be entitled to shift and/or weekend differential except when directed by the Employer to work during hours that qualify for shift and/or weekend differential.
10. An Employee shall not be entitled to overtime payment except when directed by the Employer to work in excess of the normal hours of work as defined in Article 20: Hours of Work of the Collective Agreement.
11. An Employee shall be entitled to include travel time as part of their scheduled shift when all of the following conditions are met:
  - (a) Travel time is required between the hours of zero eight hundred (0800) and sixteen fifteen (1615) hours.
  - (b) the Employee continues their shift and there is no disruption to work activity other than travel time back to the place of work.
12. An Employee shall be entitled to claim mileage in accordance with Article 38: Transportation and Subsistence when business travel is required between zero eight hundred (0800) and sixteen fifteen (1615) hours.
13. The Employee shall be available to attend work at Alberta Health Services' sites for meetings, training, in-services, projects or performance appraisals etc. as directed by the Employer.
14. An Employee shall be reimbursed for necessary parking expenses at sites other than their assigned site in accordance with Employer policy.
15. The Employer may visit the home office for business and inspection purposes, however, the Employee will receive twenty-four (24) hours notice or such shorter period as mandated by law in advance of such visits. Such visits will occur during normal business hours of the administrative offices of the Employer, except in cases of emergency.
16. The Employee shall report all of their absences from work to their immediate supervisor or designate.
17. It is understood that dependent care provisions will be in place during hours of work.

ON BEHALF OF THE EMPLOYER



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ON BEHALF OF THE UNION



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## **TELEWORKING TERMS AND CONDITIONS**

### **Equipment:**

1. The Employer will provide all equipment and supplies required for teleworking. A written inventory of equipment and furniture will be maintained throughout the life of the arrangement.
2. All equipment shall be the cost, responsibility, and property of the Employer. The Employer will provide maintenance and repair of its equipment as a result of normal usage. The Employee will be responsible for delivery of the equipment to the appropriate site for the purposes of repair or upgrade (follow “Bringing Equipment On Site” procedure).
3. The Employee shall be responsible for the cost of repairs to equipment that result from non-work related incidents. Costs incurred by the Employer in repairing equipment resulting from non-work related incidents shall be deducted from the Employee’s next payroll cheque, or by some other arrangements acceptable to the Employer.
4. The initial implementation and final dismantling costs will be the responsibility of the Employer. If, however, the Employee moves and does not pay for the move and reconnection of equipment and related resources, the Teleworking arrangement will automatically terminate and the Employee will be required to report to a site for regular assigned shifts. Costs associated with implementation and dismantling resulting from the Employee moving residences will be the responsibility of the Employee and must meet the Employer’s standards.
5. Equipment and supplies in the possession of the Employee must be returned within 24 hours of the termination of this Letter of Agreement, the Teleworking arrangement, or employment.

### **Confidentiality/Security/Insurance:**

1. The teleworking Employee must:
  - (a) provide secured space (room with a lockable door or other arrangement suitable to the Employer) for teleworking that is isolated from distractions and conducive to work;
  - (b) pay all necessary personal home expenses such as heat, power, and insurance;
  - (c) inform their insurance company in writing as to the existence of the Teleworking arrangement, including the fact that the equipment is the property of the Employer and covered by Alberta Health Services insurance but that the Employee will be using it in their home; and
  - (d) immediately report all thefts to the Police and the Department/Program.

2. It is recommended that the Employee advise their automobile insurance company of the requirement to occasionally use their vehicle for business purposes.
3. Use of software, systems, applications or data shall be in accordance with the Employer's policy. Only those that are necessary, as part of normal assigned duties shall be loaded on the computer supplied by the Employer. Equipment supplied by the Employer shall only be used for the purpose of completing Alberta Health Services work.
4. The teleworking Employee shall strictly adhere to all system and application security procedures. System passwords must not be divulged.
5. Patient information is not to be saved on the hard drive, if one is in place. Any hard copy paper documents containing confidential information shall be returned in a secure manner to Alberta Health Services for destruction.
6. The teleworking Employee's work area in their residence is considered a worksite, and as a result compliance with *Alberta Occupational Health and Safety Act, Code, and Regulations* is required.

I have read, understood and agree to the above Terms and Conditions.

I have received and reviewed the attached enclosures.

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Employee

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Date

**Enclosures:**

*Copy of Letter of Agreement*

*Absence Procedure*

*Downtime Procedure*

*Bringing Equipment On Site Procedure*

**LETTER OF UNDERSTANDING #6**

**BETWEEN**

**ALBERTA HEALTH SERVICES**

**- and -**

**ALBERTA UNION OF PROVINCIAL EMPLOYEES**

**RE: JOINT TASK FORCE**

The Parties recognize a value of an ongoing forum within which to discuss and seek to resolve issues of common concern.

There are issues of concern between the Parties that would benefit from joint study, discussion, and resolution outside of the collective bargaining process. Similarly, other issues of joint concern may arise which the Parties may agree would benefit from joint study and discussion.

The Joint Task Force shall:

- Establish a schedule of meetings to be held quarterly or as otherwise mutually agreed, to carry out its work, ensuring that meetings are held regularly as necessary in carrying out the Joint Task Force's responsibilities.
- Establish and maintain a work plan to address the Joint Task Force's responsibility for the issues listed below, and such other issues as the Joint Task Force may agree to undertake from time-to-time.
- Encourage a collaborative consensus based decision-making process wherever possible within an open and transparent process.
- Establish a mechanism for communication with the Parties and other stakeholders and the Joint Task Force will adhere to that protocol. The Parties agree to abide by the protocol adopted by the Joint Task Force in the interests of avoiding mixed messages during the Joint Task Force's proceedings.

1. The Joint Task Force will be comprised of:

- (a) One (1) member from each General Support Services Local appointed by the Alberta Union of Provincial Employees;
- (b) Up to an equal number of members appointed by Alberta Health Services (to the number of Union members in (a); and
- (c) Labour Relations representatives from each Party.

2. The Joint Task Force's purpose will be to:

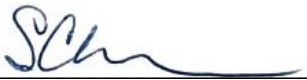
- (a) exchange information and relevant data;



- (b) engage in discussion;
  - (c) make recommendations regarding the ongoing administration of the Collective Agreement.
3. The topics discussed by the Joint Task Force may include, but shall not be limited to:
- (a) The effectiveness of the Employee-Management Advisory Committees (EMACs) at the site level;
  - (b) The utilization of flexible spending accounts;
  - (c) Labour-management partnering on Employee wellness initiatives;
  - (d) Issue arising from Layoff and Recall processes;
  - (e) Issues arising from hours of work and scheduling;
  - (f) Staffing and workload;
  - (g) Issues arising from Promotions, Transfers and Vacancies; and
  - (h) Other issues of mutual interest agreed to by the Parties.
4. **Expected Outcomes**
- Quarterly, or as otherwise mutually agreed, and also upon completion of its consideration of any specific issue, the Joint Task Force will report to the Parties on what it has done and what it is working on, along with such joint statements or recommendations as it chooses to make.
- If the Joint Task Force makes a recommendation(s) to a specific issue, the Parties agree to meet within sixty (60) days to engage in good-faith discussions to determine the appropriate disposition of the recommendations.
5. After thorough and meaningful discussions and a review of relevant information, if the Joint Task Force identifies barriers to success for a particular issue(s), either Party may request the assistance of a third party to resolve the specific issue(s). The third party person will be chosen from a list of three (3) individuals (whom the Parties have agreed to) from persons with experience on the issue(s) involved from the health care labour relations environment who are viewed as neutral between the Parties and skilled in facilitation processes. The Parties may agree to group unresolved issues. The Parties agree to share equally the cost and expenses of a third party.
6. The Joint Task Force shall conduct on-going evaluations to ensure effectiveness. The Joint Task Force shall review terms of reference outlining the Joint Task Force's purpose, its key functions, and Joint Task Force membership.

7. All Joint Task Force deliberations are without prejudice to the Parties' position in future collective bargaining and in respect to any present or future arbitration under the Collective Agreement.
8. The Parties agree to pay the expenses of their own members on the Joint Task Force, including any administrative support.

ON BEHALF OF THE EMPLOYER

  
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ON BEHALF OF THE UNION

  
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**LETTER OF UNDERSTANDING #7**

**BETWEEN**

**ALBERTA HEALTH SERVICES**

**- and -**

**ALBERTA UNION OF PROVINCIAL EMPLOYEES**

**RE: FLEXIBLE SPENDING ACCOUNT**

**Flexible Spending Account (FSA)**

1. **Eligibility**

- (a) A FSA shall be implemented for all regular Employees eligible for benefits in accordance with Article 31: Prepaid Health Benefits.
- (b) A Regular Employee who is employed in more than one (1) position with the Employer will receive one (1) FSA based upon the combined total of their fulltime equivalencies (FTE's).

2. **Calculation**

The FSA will be calculated as follows:

Seven hundred and fifty dollars (\$750.00) to be allocated to each eligible Full-time Employee and prorated for each eligible Part-time Employee based on their FTE as of the last day of the pay period immediately prior to December 1<sup>st</sup> (eligibility date) of each year.

Effective January 1, 2019, the FSA will be calculated as follows:

Eight hundred and fifty dollars (\$850.00) to be allocated to each eligible Full-time Employee and prorated for each eligible Part-time Employee based on their FTE as of the last day of the pay period immediately prior to December 1<sup>st</sup> (eligibility date) of each year.

3. **Utilization**

The FSA may be used for the following purposes:

- (a) Reimbursement for expenses associated with professional development including:
  - (i) tuition costs or course registration fees;
  - (ii) travel costs associated with course attendance;
  - (iii) professional journals; and

- (iv) books or publications.
- (b) Reimbursement for the cost of professional registration or voluntary association fees related to the Employee's discipline.
- (c) Reimbursement for health and dental expenses that are eligible medical expenses in accordance with the *Income Tax Act* and are not covered by the benefit plans specified in Article 31.01(b) and (c) of the Collective Agreement.
- (d) Contribution to a Registered Retirement Savings Plan or a Tax-Free Savings Account administered by the Employer.
- (e) Wellness expenses which may include, but are not limited to, such expenditures as fitness centre memberships and fitness equipment.
- (f) Family care including day care and elder care.
- (g) Personal computing and mobile digital devices:
  - Computers & related hardware
  - Computer repairs & maintenance
  - Electronic storage devices
  - Internet services & internet devices
  - Data storage devices (ipods, etc.)
  - Printers & print cartridges
  - Computer upgrades – ram or software for phone or computer
  - Software
  - Smart phones (including holders or cases)
  - Smart phone repairs & maintenance
  - Smart phone service plans
  - Smart phone peripherals (chargers, cables, etc.)
  - Smart phone applications
- (h) Alternative Transportation:
  - Bus passes
  - Bus tickets
- (i) Ergonomic Support
  - Ergonomic back support
  - Ergonomic wrist support
  - Ergonomic foot rest

#### 4. **Allocation**

- (a) Employees who are eligible for the FSA will make an allocation during the pay period immediately following December 1<sup>st</sup> for utilization of their FSA for the subsequent calendar year.


- (b) Any unused allocation in an Employee's FSA as of December 31<sup>st</sup> of each calendar year may be carried forward for a maximum of one (1) calendar year.
- (c) Employees who are laid off after January 1<sup>st</sup> in the year in which the funds are available, shall maintain access to the fund for the balance of that calendar year while on layoff.
- (d) Reimbursement will be provided by the Employer upon submission of an original receipt.

5. **Implementation**

- (a) Where the Employer is the administrator of the account, it shall determine the terms and conditions governing the FSA. A copy of these terms and conditions shall be provided to the Union.
  - (b) Where the Employer chooses to contract with an insurer for the administration of the FSA, the administration of the Account shall be subject to and governed by the terms and conditions of the applicable contract. A copy of this contract shall be provided to the Union.
  - (c) The FSA shall be implemented and administered in accordance with the *Income Tax Act* and applicable Regulations in effect at the time of implementation and during the course of operation of the FSA.
6. An Employee who terminates employment voluntarily and who within the same calendar year of termination commences employment with the same Employer or with another Employer signatory to this Collective Agreement, shall have their FSA maintained. It is understood that an Employee is only entitled to one (1) FSA within a calendar year.

This Letter of Understanding shall remain in force and effect in accordance with Article 2: Term of Collective Agreement.


ON BEHALF OF THE EMPLOYER



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ON BEHALF OF THE UNION



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**LETTER OF UNDERSTANDING #8**

**BETWEEN**

**ALBERTA HEALTH SERVICES**

**- and -**

**ALBERTA UNION OF PROVINCIAL EMPLOYEES**

**RE: APPRENTICESHIP PROGRAM – AUPE GENERAL SUPPORT SERVICES**

Implementing an Apprenticeship Program in Alberta Health Services provides opportunity to address current and forecasted recruitment needs.

1. Apprenticeship positions will be created as regular positions with an expiry date of up to four (4) years, six (6) months.
2. Apprentices shall be paid no less than the applicable percentage rate of the trade rate as established by the Apprenticeship Board. Internal applicants accepted into the Program will not have their rate reduced as a result of participating in the Program and, if warranted, their rate of pay will be red-circled.
3. Recruitment into apprentice positions shall be in accordance with the Collective Agreement.
4. While attending the school portion of the Apprenticeship Program, the participants will be on a leave of absence with pay at their Basic Rate of Pay.
5. While attending the school portion of the Apprenticeship Program, the participants' benefits and premium cost-share will continue in accordance with the Collective Agreement.
6. There will be no guarantee of employment following completion of the Program. Apprentices will be placed into regular positions in accordance with the Collective Agreement.
7. Alberta Health Services will reimburse Apprentices for the cost of tuition and text books upon successful completion of that year's Program.
8. Apprentices will be required to sign a return service agreement for a period of one (1) year following completion of each year of the Apprenticeship Program.
9. In the event the Employee terminates during the one (1) year period, they will be required to reimburse the Employer the cost of the paid leave and tuition/books prorated to the time remaining in the one (1) year commitment. For example, if an Employee resigns after completing nine (9) months of the Return Service Agreement, they will be required to reimburse the Employer for three twelfths (3/12<sup>ths</sup>) of the cost of the paid leave and tuition.

10. Following successful completion of the Apprenticeship Program, the position will be extended by a period of up to six (6) months during which time the Employee is required to apply on positions in their trade that are posted in Alberta Health Services. During this period, the Employee will be paid at the start rate of the applicable trade classification. This six (6) month period will be considered towards the completion of the Employee's final one (1) year return service commitment with Alberta Health Services.
11. In the event the Employee, after having applied on applicable postings, is unable to obtain employment with Alberta Health Services within the six (6) month period following their completion of the Program, or is terminated through no fault of their own during the Program, the return service commitment shall be waived.
12. In the event of failure of an exam, the Program participant will be given one (1) opportunity to re-write the exam and obtain a passing mark. Employees who do not pass the exam on their second (2<sup>nd</sup>) attempt will be subject to termination of employment.
13. The apprentice may be required to transfer between sites and complete a practicum at a site different than their own. Employees will be reimbursed for travel expenses in accordance with Employer Policy.
14. To ensure those applying to the Program have a genuine interest for the trade, a trial period/job shadowing period may be available to them.
15. If, within one (1) year of having started the Program, the apprentice decides to withdraw from the Program or is not successful, Alberta Health Services may assign the Employee to their former position (if still available) or another similar position within the site which is consistent with the Employee's abilities and qualifications. In the event there are no positions available, and the Employee has not found alternate employment with Alberta Health Services, the Employee will be terminated.
16. Apprentices shall be covered by the terms of the Collective Agreement applicable to Regular Full-time Employees except that the following provisions shall not apply:
  - (a) Layoff and Recall.
  - (b) Grievance procedure in the event an Apprentice is terminated upon completion of the Program, or as a result of not fulfilling the requirements of the Apprenticeship Program.

ON BEHALF OF THE EMPLOYER



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ON BEHALF OF THE UNION



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**LETTER OF UNDERSTANDING #9**

**BETWEEN**

**ALBERTA HEALTH SERVICES**

**- and -**

**ALBERTA UNION OF PROVINCIAL EMPLOYEES**

**RE: PRECEPTOR PAY FOR UNIT CLERKS, LABORATORY ASSISTANT I AND II,  
SURGICAL PROCESSORS AND MEDICAL TRANSCRIPTIONISTS**

1. An Employee assigned by the Employer to act as a Preceptor for students in a post-secondary Unit Clerk, Laboratory Assistant, Surgical Processor or Medical Transcriptionist education or training program shall receive an additional sixty-five cents (\$0.65) per hour. The Employer will give consideration to those Employees who express interest in participation in this Program.
2. "Preceptor" shall mean an Employee who is assigned to supervise, educate and evaluate students in a post-secondary or comparable internal Unit Clerk, Laboratory Assistant, Surgical Processor or Medical Transcriptionist education or training program as referred to in paragraph 1 above.

This Letter of Understanding shall remain in force and effect in accordance with Article 2: Term of Collective Agreement.

ON BEHALF OF THE EMPLOYER



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ON BEHALF OF THE UNION



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**LETTER OF UNDERSTANDING #10**

**BETWEEN**

**ALBERTA HEALTH SERVICES**

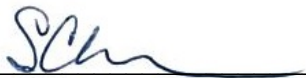
**- and -**

**ALBERTA UNION OF PROVINCIAL EMPLOYEES**


**RE: DISTRIBUTION OF ADDITIONAL HOURS**

Part-time Employees who wish to work additional hours which are not regularly scheduled shall advise the Employer in writing of their availability. The Employer shall consider these requests, as well as the necessity to offer work to Casuals, when distributing this work.

ON BEHALF OF THE EMPLOYER

  
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ON BEHALF OF THE UNION

  
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**LETTER OF UNDERSTANDING #11**

**BETWEEN**

**ALBERTA HEALTH SERVICES**

**- and -**

**ALBERTA UNION OF PROVINCIAL EMPLOYEES**

**RE: DISTRIBUTION OF ADDITIONAL HOURS – PILOT PROJECT**

Notwithstanding Letter of Understanding #10 (Distribution of Additional Hours), following ninety (90) days after ratification, in departments where the "Provincial Staffing Services "(PSS) and the "Employee Scheduling Program - Self Service" (ESP) have been implemented, the Parties will mutually agree to select up to five (5) units/areas in which to pilot (trial) the following:

1. For shifts pre-booked at least thirty (30) calendar days in advance of the shift to be worked, where the Employer is requesting Part-time or Casual Employees to work additional hours,
  - (a) Part-time Employees who wish to be considered for additional hours of work not regularly scheduled, shall advise the Employer electronically in the system of their availability. Subject to the Employee's ability to do the work, additional hours of work shall be distributed by seniority to Part-time Employees first. The distribution by seniority shall be on a rotational basis.
  - (b) Additional hours of work shall be made available next to Casual Employees, subject to their ability to do the work, and who have advised electronically in the system their availability.
2. Additional hours of work booked from zero (0) to twenty-nine (29) calendar days in advance, shall be distributed among Part-time and Casual Employees who have requested additional hours of work.

The Parties agree to jointly evaluate this Pilot Project every three (3) months.

Unless there is mutual agreement to extend or terminate this pilot project, this Letter of Understanding shall expire on March 31, 2020.

ON BEHALF OF THE EMPLOYER



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ON BEHALF OF THE UNION



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**LETTER OF UNDERSTANDING #12**

**BETWEEN**

**ALBERTA HEALTH SERVICES**

**- and -**

**ALBERTA UNION OF PROVINCIAL EMPLOYEES**

**RE: EMPLOYEE BENEFITS (DIABETIC COVERAGE)**

The following items will be included in the Supplementary Health Care Plan, in accordance with the provisions of the benefit plan contract/policy.

1. One hundred percent (100%) direct bill coverage for the following Diabetic Supplies:

- (i) blood glucose test strips,
- (ii) lancing devices,
- (iii) lancets, syringes,
- (iv) pen needles,
- (v) urine testing strips; and
- (vi) flash glucose monitoring system.

and

2. One hundred percent (100%) direct bill coverage (through a pharmacy) for insulin pump supplies as follows:

- (i) infusion sets,
- (ii) syringe/reservoirs; and
- (iii) tubing

and

3. One hundred percent (100%) coverage for a Physician-ordered insulin pump, to a maximum of seven thousand dollars (\$7,000) once every five (5) years (some pharmacies may provide direct bill coverage).

This Letter of Understanding shall remain in force and effect in accordance with Article 2: Term of Collective Agreement.

ON BEHALF OF THE EMPLOYER



ON BEHALF OF THE UNION



**LETTER OF UNDERSTANDING #13**

**BETWEEN**

**ALBERTA HEALTH SERVICES**  
(former Capital Health and Alberta Cancer Board)

**- and -**

**ALBERTA UNION OF PROVINCIAL EMPLOYEES**

**RE: STANDARD SICK LEAVE PLAN AND SICK LEAVE GRANDFATHERING**


**1. Former Alberta Cancer Board Employees**

Effective September 1, 2000, Employees who have accrued sick leave in excess of one hundred and twenty (120) days will cease to accrue sick leave and shall maintain their entitlements until such time as the Employee's sick leave balance falls below one hundred and twenty (120) days.


**2. Former Capital Health Employees**

Effective March 31, 2005, Article 29: Sick Leave of the Collective Agreement shall apply to all Employees of the former entity of Capital Health. Employees who have accrued sick leave in excess of one hundred and twenty (120) days will cease to accrue sick leave and shall maintain their entitlements until such time as the Employee's sick balance falls below one hundred and twenty (120) days.

ON BEHALF OF THE EMPLOYER

  
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ON BEHALF OF THE UNION

  
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**LETTER OF UNDERSTANDING #14**

**BETWEEN**

**ALBERTA HEALTH SERVICES**  
(former Calgary Health Region)

**- and -**

**ALBERTA UNION OF PROVINCIAL EMPLOYEES**

**RE: TERMS AND CONDITIONS APPLICABLE TO EMPLOYEES WORKING A  
MODIFIED EIGHT (8) HOUR WORK DAY [EXCLUDING POWER ENGINEERS,  
POWER PLANT OPERATORS AND MAINTENANCE WORKERS IV'S SCHEDULED  
TO WORK AN EIGHT (8) HOUR SHIFT IN A POWER PLANT OPERATION]**

In programs where positions are considered as full-time and the daily hours of work are currently eight (8) hours per day, such positions shall continue to be considered full-time. All Articles and Clauses of the Collective Agreement shall apply except as specifically amended below.

The reference to "day" contained within the body of this Collective Agreement shall be deemed to mean an eight (8) hour day for the purposes of administering this Collective Agreement for Employees who are covered by this Letter of Understanding.

**1.01 Hours of Work (Article 20)**

**(a) Amend Article 20.01(a) to read:**

The normal hours of work exclusive of meal breaks shall be eighty (80) hours in each fourteen (14) day period averaged over one (1) complete cycle of the shift schedule and the normal work day, or shift shall be eight (8) work hours.

**(b) Amend Article 20.05(c) to read:**

A paid rest period of fifteen (15) minutes will be permitted during each four (4) hours scheduled. Where practicable, rest periods will be scheduled at or near the middle of each period, except by mutual agreement of the Employee and the Employer.

**1.02 Overtime (Article 22)**

Amend Article 22.10(a) and (b) as follows:

**(a) Time worked in excess of eight (8) hours per day;**

**(b) Delete**

1.03 Annual Vacation (Article 28)

Amend Article 28.01(a), (b), (c) and (d) to read:

Vacation Entitlement for Full-time Employees

Subject to Clause 32.02(d), during each year of continuous service in the employ of the Employer, a Regular Full-time Employee shall earn entitlement to a vacation with pay. The rate of earning entitlement shall be as follows:

- (a) during each of the first (1<sup>st</sup>) and second (2<sup>nd</sup>) years of continuous full-time employment, an Employee shall earn entitlement to vacation calculated on a basis of one hundred and twenty (120) hours;
- (b) during each of the third (3<sup>rd</sup>) to ninth (9<sup>th</sup>) years of continuous full-time employment, an Employee shall earn entitlement to vacation calculated on a basis of one hundred and sixty (160) hours;
- (c) during each of the tenth (10<sup>th</sup>) to nineteenth (19<sup>th</sup>) years of continuous full-time employment, an Employee shall earn entitlement to vacation calculated on a basis of two hundred (200) hours;
- (d) during the twentieth (20<sup>th</sup>) and each subsequent year of continuous full-time employment, an Employee shall earn entitlement to vacation calculated on a basis of two hundred and forty (240) hours.

1.04 Terms, Conditions and Benefits of Employment Applicable to Regular Part-time Employees

- (A) Except as modified in Clause 1.05 in this Letter of Understanding, all provisions of this Collective Agreement and this Letter of Understanding shall apply to Regular Part-time Employees:

- (1) Hours of Work (Article 20)

- Replace 20.06(a) and (b) with:

- (a) Hours of work, exclusive of meal breaks, for Regular Part-time Employees shall be less than eighty (80) hours in each period of fourteen (14) calendar days averaged over one (1) complete cycle of the shift schedule and the normal work day, or shift shall be up to eight (8) work hours.
    - (b) Delete

(2) Replace Article 20.06(d)(i), (ii), (iii), (v) and (vii) with:

- (a) Hours of work shall exclude an unpaid meal break of not less than one-half (1/2) hour for shifts worked greater than five (5) hours. If an Employee is recalled to duty during a meal break, compensating time shall be provided later in the shift or paid to the Employee at overtime rates.
- (b) All Regular Part-time Employees shall be permitted one (1) paid rest period of fifteen (15) minutes during each period of four (4) hours scheduled, the time of which shall be scheduled by the Employer. If an Employee is unable to take their paid rest period, or is recalled from their paid rest period, compensating time shall be provided later in their shift or paid to the Employee at an additional one times (1X) their Basic Rate of Pay.

(3) Replace 20.06(f)(i) and (ii) with:

- (a) the hours worked do not exceed eight (8) hours; and
- (b) the hours worked do not exceed eighty (80) hours over a period of fourteen (14) calendar days averaged over one (1) complete cycle of the shift schedule.

(B) Overtime (Article 22)

(1) Replace Article 22.12 with the following:

Regular Part-time Employees shall be paid overtime rates as provided in Article 22.10 for:

- (a) any time worked in excess of eight (8) hours during any one (1) day, exclusive of meal periods; and
- (b) any time worked when the total of hours worked exceeds eighty (80) in any two (2) week period averaged over one (1) complete cycle of the shift schedule.

(C) Annual Vacation (Article 28)

Replace Article 28.07(a)(i), (ii), (iii) and (iv) with the following:

- (a) Regular Part-time Employees shall earn vacation with pay calculated in hours in accordance with the following formula:
  - (i) Hours worked as a regular Employee as specified in 1.04(A)(1)(a) of this Local agreement, times the applicable percentage outlined below equals the number of hours of paid vacation time to be taken:
    - six percent (6%) during the first (1<sup>st</sup>) and second (2<sup>nd</sup>) years of continuous employment;

- eight percent (8%) during each of the third (3<sup>rd</sup>) to ninth (9<sup>th</sup>) years of continuous employment;
- ten percent (10%) during each of the tenth (10<sup>th</sup>) to nineteenth (19<sup>th</sup>) years of continuous employment;
- twelve (12%) percent during the twentieth (20<sup>th</sup>) and each subsequent year of continuous employment.

(D) Sick Leave (Article 29)

Amend Article 29.03(b) to read:

Regular Part-time Employees shall accumulate sick leave credits on the basis of one and one-half (1 1/2) days per month, prorated on the basis of the regularly scheduled hours worked by a Regular Part-time Employee in relation to the regularly scheduled hours worked by a Regular Employee, up to a maximum accumulation of nine hundred and sixty (960) hours. Payment will be made only for the days they are regularly scheduled to work and cannot attend because of illness.

(E) Salary Increments/Recognition of Previous Experience (Article 37)

Replace Article 37.02(b) with the following:

in the case of a Part-time Employee, salary increments shall be awarded on the completion of two thousand eighty-eight (2,088) regular hours paid.

1.05 Terms, Conditions and Benefits of Employment Applicable to Temporary and Casual Employees (Article 33):

Article 33 shall apply except as amended below:

(A) Hours of Work (Article 20)

(a) Replace 33.04(a) and (b) with the following:

- (i) The provisions of 1.01 of this Letter of Understanding shall apply to Temporary Employees who are employed in a full-time capacity.
- (ii) The provisions of 1.04(A)(1) of this Letter of Understanding shall apply to Temporary Employees who are employed in a part-time capacity.

(b) Amend 33.04(c) by adding the following provision:

- (viii) The hours of work for a Casual Employee shall be up to eight (8) hours per day.



Replace 33.04(c)(i) with the following:

(c) Temporary or Casual Employees shall be paid overtime rates as provided in Clause 22.12 for:

(i) Time worked in excess of eight (8) hours per day.

(B) Salary Increment

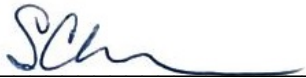
Replace 33.14 with the following:

Temporary and Casual Employees shall be entitled to a salary increase as provided in the Salary Schedule upon the completion of the same number of regular hours of work as a Full-time Employee. As amended by 1.05(A)(a) of this Letter of Understanding.

1.06 The Employer may implement Standard Regular Hours of Work provisions contained in Article 20, by giving affected Employees not less than twenty-eight (28) calendar days written notice.

This Letter of Understanding shall remain in force and effect in accordance with Article 2: Term of Collective Agreement.

ON BEHALF OF THE EMPLOYER

  
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ON BEHALF OF THE UNION

  
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**LETTER OF UNDERSTANDING #15**

**BETWEEN**

**ALBERTA HEALTH SERVICES**  
(former Peace Country Health)

**- and -**

**ALBERTA UNION OF PROVINCIAL EMPLOYEES**

**RE: MARKET SUPPLEMENT FOR MAINTENANCE, TRADES AND POWER  
ENGINEER POSITIONS**

The Parties agree as follows:

1. This is a Letter of Understanding to the Collective Agreement between the Parties effective April 1, 2008.
2. The Employer wishes to provide a temporary market supplement in the form of an hourly allowance ("Supplementary Hourly Allowance") to Employees employed as Maintenance, Trades or Power Engineering personnel in the boundaries of the former Peace Country Health.
3. The Supplementary Hourly Allowance will be calculated at six dollars (\$6.00) per hour. The Allowance will be based on all paid hours (exclusive of overtime and call-back hours) up to a maximum of two thousand twenty-two point seven five (2,022.75) hours in a year and paid on each pay cheque. Periods during which an Employee is on unpaid leave of absence will not be subject to the Supplementary Hourly Allowance.
4. This Supplementary Hourly Allowance shall be in addition to the three thousand dollars (\$3,000.00) per year Remote Retention Allowance currently being paid to all Employees employed at a work site between the fifty-fifth (55<sup>th</sup>) and fifty-seventh (57<sup>th</sup>) parallel.
5. Subject to Pension Plan guidelines, the Supplementary Hourly Allowance shall be considered pensionable earnings.
6. This Letter of Understanding shall be in effect from date of ratification until March 31, 2020, unless the Parties reach agreement to extend or amend the provisions of the Letter of Understanding.
7. This Letter of Understanding can be terminated with sixty (60) days notice from either Party.

8. This Letter of Understanding shall only apply to the following classifications:

- Maintenance Worker I
- Maintenance Worker II
- Maintenance Worker III
- Maintenance Worker IV
- Electronics Tech I
- Electronics Tech II
- Electronics Tech III
- Painter
- Mechanic/Welder
- Millwright
- Carpenter
- Refrigeration and Air Conditioning Mechanic
- Electrician
- Plumber/Steamfitter
- Instrument Mechanic
- Power Engineer (4<sup>th</sup> Class)
- Power Engineer (3<sup>rd</sup> Class)
- Power Engineer (2<sup>nd</sup> Class)

9. In the event that the rate of pay for the above-noted classifications are increased beyond the rates contained in the former Multi-Employer/AUPE (GSS) Collective Agreement (expiry date: March 31, 2011), the Supplementary Hourly Allowance shall be reduced by the corresponding dollar amount of such increase.

ON BEHALF OF THE EMPLOYER



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ON BEHALF OF THE UNION



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**LETTER OF UNDERSTANDING #16**

**BETWEEN**

**ALBERTA HEALTH SERVICES**

**- and -**

**ALBERTA UNION OF PROVINCIAL EMPLOYEES**

**RE: NORTHERN INCENTIVE PROGRAM**

1. An Employee employed at a work site between the fifty-fifth (55<sup>th</sup>) and fifty-seventh (57<sup>th</sup>) parallel will be eligible to receive a Remote Retention Allowance to an annual maximum of three thousand dollars (\$3,000.00). This Remote Retention Allowance will be calculated on an hourly basis and paid per pay period for all Employer-paid hours at the Basic Rate of Pay, exclusive of overtime. Hours that are unpaid by the Employer, such as unpaid leave of absence, STD, LTD or WCB will not be included in the calculation or payment of the Remote Retention Allowance. This Remote Retention Allowance is payable to all Employees in a full-time, part-time, temporary or casual capacity, on a pro-rated basis.
2. An Employee employed at a work site above the fifty-seventh (57<sup>th</sup>) parallel will be eligible to receive a Northern Allowance to an annual maximum of six thousand three hundred dollars (\$6,300.00). This Northern Allowance will be calculated on an hourly basis and paid per pay period for all Employer-paid hours at the Basic Rate of Pay, exclusive of overtime. Hours that are unpaid by the Employer, such as an unpaid leave of absence, STD, LTD or WCB will not be included in the calculation or payment of the Northern Allowance. This Northern Allowance is payable to all Employees in a full-time, part-time, temporary or casual capacity, on a pro-rated basis.
3. An Employee employed at a work site in the Municipality of Wood Buffalo will be eligible to receive a Fort McMurray Allowance to an annual maximum of twelve thousand four hundred and eighty dollars (\$12,480.00). The Fort McMurray Allowance will be calculated on an hourly basis and paid per pay period for all Employer-paid hours at the Basic Rate of Pay, exclusive of overtime. Hours that are unpaid by the Employer, such as an unpaid leave of absence, STD, LTD or WCB will not be included in the calculation or payment of the Fort McMurray Allowance. The Fort McMurray Allowance is payable to all Employees in a full-time, part-time, temporary or casual capacity, on a pro-rated basis.
4. Permanent and Temporary, Full-time and Part-time Employees working in excess of one (1) full year at work sites above the fifty seventh (57<sup>th</sup>) parallel will also be eligible to receive a taxable, annual reimbursement of personal travel expenses up to a maximum of one thousand two hundred and thirty-five dollars (\$1,235.00), per calendar year. Reimbursement shall be in accordance with Employer policy and procedure.

5. This Northern Incentive Program is considered taxable income. The Northern Incentive Program is not part of insurable income for benefit purposes, and shall not be considered pension-eligible earnings.
6. The Employer reserves the right to amend or terminate this Letter of Understanding with ninety (90) days notice.
7. Any Employee whose location does not fall within the parameters described herein are not eligible for this Northern Incentive Program.

ON BEHALF OF THE EMPLOYER



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ON BEHALF OF THE UNION



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**LETTER OF UNDERSTANDING #17**

**BETWEEN**

**ALBERTA HEALTH SERVICES**  
(former AADAC)

**- and -**

**ALBERTA UNION OF PROVINCIAL EMPLOYEES**

**RE: SUPPLEMENT ONE – FLEXIBLE WORK SCHEDULE**

1. This supplement outlines the terms and conditions of employment to be observed when an Employee is authorized to commence on a flexible work week schedule.
2. An Employee who works thirty-eight point seven five (38.75) hours, five (5) consecutive seven point seven five (7.75) days per week may request in writing, the approval of the Employer to commence on a flexible work schedule. The request may be approved by the Employer if:
  - (i) services will not be adversely affected;
  - (ii) operational difficulties will not occur; or
  - (iii) the workloads and demands on other staff will not increase.
3.
  - (a) An Employee who is approved to work a flexible work schedule may subject to operational requirements, adjust their start times, lunch periods, and end times on a daily basis during the following periods of time:
    - 7:30 a.m. to 9:00 a.m.
    - 11:30 a.m. to 1:30 p.m.
    - 3:30 p.m. to 5:30 p.m.
  - (b) An Employee will be actively at work during the following core periods of time of each day of work:
    - 9:00 a.m. to 11:30 a.m.
    - 1:30 p.m. to 3:30 p.m.
  - (c) An Employee will be granted a minimum unpaid lunch break of thirty (30) minutes during the flexible period from 11:30 a.m. to 1:30 p.m.
4.
  - (a) An Employee shall schedule their hours of work during the week that will ensure thirty-eight point seven five (38.75) hours of work has been completed.

- (b) An Employee who has not completed thirty-eight point seven five (38.75) hours of work in a week shall be given the option of covering the shortfall with banked overtime or deducted for the time owing.
  - (c) An Employee shall receive overtime pay in accordance with Article 22: Overtime.
  - (d) An Employee's terms and conditions pursuant to the Collective Agreement will not be pro-rated with this schedule and the Employee's leave entitlements will be deducted as if the Employee was working a normal work week.
5. The Employer shall give the Employee thirty (30) calendar days notice to commence on a normal work schedule.
6. An Employee may revert to a normal work week upon giving the Employer one (1) week of advanced written notice.

ON BEHALF OF THE EMPLOYER

  
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ON BEHALF OF THE UNION

  
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**LETTER OF UNDERSTANDING #18**

**BETWEEN**

**ALBERTA HEALTH SERVICES**  
(former Palliser Region)

**- and -**

**ALBERTA UNION OF PROVINCIAL EMPLOYEES**

**RE: EXTENDED HOURS OF WORK POWER ENGINEERS**

Replace Clause 21.02(c) and (e) with:

- (a) Normal hours of work, exclusive of meal periods, for Regular Full-time Power Engineers shall be one hundred and sixty-eight (168) hours in a twenty-eight (28) calendar day period averaged over a period of not more than eight (8) weeks.
- (b) Normal hours of work for Regular Part-time Power Engineers shall be up to one hundred and sixty-eight (168) hours in a twenty-eight (28) calendar day period averaged over a period of not more than eight (8) weeks.
- (c) Article 21.02(p) shall be amended by adding:

Regular Full-time Power Engineer Employees regularly scheduled to work a twelve (12) hour shift are to be working one hundred and sixty-eight (168) hours in a four (4) week rotation. The additional eight (8) hours worked over and above the regular eight (8) hour shift rotation of one hundred and sixty (160) hours for the same period will be handled with two (2) options:

  - (i) A straight pay out for the additional eight (8) hours worked at their Basic Rate of Pay.
  - (ii) Bank time for the additional eight (8) hours worked to be used as time off in lieu at straight time.
- (d) During each year of continuous service in the employ of the Employer, a Regular Full-time Employee shall earn entitlement to a vacation with pay. The rate of earning entitlement shall be as follows:
  - (i) During the first (1<sup>st</sup>) and second (2<sup>nd</sup>) years of such employment a Full-time Power Engineer earns a vacation time of one hundred and twenty (120) hours;
  - (ii) During the third (3<sup>rd</sup>) to ninth (9<sup>th</sup>) years of such employment a Full-time Power Engineer earns a vacation time of one hundred and sixty (160) hours;
  - (iii) During the tenth (10<sup>th</sup>) to nineteenth (19<sup>th</sup>) years of such employment a Full-time Power Engineer earns a vacation time of two hundred (200) hours; and



- (iv) During the twentieth (20<sup>th</sup>) and subsequent years of such employment a Full-time Power Engineer earns a vacation time of two hundred and forty (240) hours.
- (e) Supplementary Vacation
  - (i) Upon having reached twenty-five (25) years of continuous employment, an Employee shall earn a one-time additional forty (40) hours of supplementary vacation with pay.
  - (ii) Upon reaching the employment anniversary of thirty (30) years of continuous service, Employees shall have earned an additional one-time forty (40) hours of supplementary vacation with pay.
  - (iii) Upon reaching the employment anniversary of thirty-five (35) years of continuous service, Employees shall have earned an additional one-time forty (40) hours of supplementary vacation with pay.
  - (iv) Upon reaching the employment anniversary of forty (40) years of continuous service, Employees shall have earned an additional one-time forty (40) hours of supplementary vacation with pay.
  - (v) Upon reaching the employment anniversary of forty-five (45) years of continuous service, Employees shall have earned an additional one-time forty (40) hours of supplementary vacation with pay.
  - (vi) Subject to Clause 28.03(g), the supplementary vacation may be taken at the Employee's option at any time subsequent to the current supplementary vacation employment anniversary date but prior to the next supplementary vacation employment anniversary date.

This Letter of Understanding shall remain in force and effect in accordance with Article 2: Term of Collective Agreement.

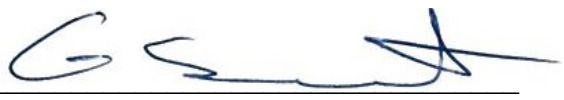
ON BEHALF OF THE EMPLOYER



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ON BEHALF OF THE UNION



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**LETTER OF UNDERSTANDING #19**

**BETWEEN**

**ALBERTA HEALTH SERVICES**  
(former Chinook)

**- and -**

**ALBERTA UNION OF PROVINCIAL EMPLOYEES**

**RE: EXTENDED WORK DAY, AND POWER ENGINEERS – CHINOOK REGIONAL  
HOSPITAL (42 Hour Work Week)**

Where the Parties to this Collective Agreement agree to implement a system employing an extended work day and resultant compressed work week, they shall evidence such agreement by signing a document indicating such agreement applies.

Either Party may, by giving one (1) months notice in writing to the other Party, terminate this arrangement.

The Employer and the Union acknowledge and confirm that, with the exception of those amendments hereinafter specifically detailed, when the extended work day is implemented, all other Articles of this Collective Agreement shall remain in force and effect as between the Parties.

The normally scheduled working hours of an Employee on the compressed work week shall not exceed twelve (12) in a day. The provisions of this article are intended to establish a basis for the computation of overtime.

**Power Engineers – Chinook Regional Hospital**

1. Three (3) fifteen (15) minute rest periods will be provided during each full shift of twelve (12) hours.
2. The Employer shall determine when overtime is necessary and for what period of time it is required. All authorized time worked in excess of twelve (12) hours per day shall be paid at two times (2X) the Employee's Basic Rate of Pay.
3. An Employee required by the Employer to work on their scheduled day(s) off shall be paid at two times (2X) their Basic Rate of Pay, unless they are given at least ten (10) calendar days notice of a change in the shift schedule. If, in the above circumstances the Employee is called to work without prior notification, the provisions of Clause 24.01(a) of the Collective Agreement shall apply, but only where such application would result in a greater dollar payment than would be the case in applying the first sentence of this Article.

4. **Sick Time**

After an Employee has completed their probationary period they shall be allowed a credit for sick leave computed from the day of employment at the rate of twelve (12) hours for Power Engineers, for each full month of employment up to a maximum of nine hundred and sixty (960) hours, provided that the Employee has not been entitled to apply sick credits prior to the completion of their probationary period.

When an Employee has accrued the maximum sick leave credit of nine hundred and sixty (960) hours they shall no longer accrue sick leave credits until such time as their total accumulation is reduced below the maximum. At that time they shall recommence accumulating sick leave credits.

5. **Named Holidays**

Regular Full-time Employees shall be entitled to a day off with pay for eight (8) hours on or for the Named Holidays in Clause 27.01 of the Collective Agreement, plus, all general holidays proclaimed to be a statutory holiday by any of the following levels of governmental authority: the Province of Alberta; the Government of Canada.

6. **Floating Stat**

Employees who are in the employ of the Employer on April 1<sup>st</sup> of each contract year, shall be granted an additional eight (8) hour day off "floater" holiday in that contract year. The "floater" holiday shall be taken at a time to be mutually agreed upon by the Employer and the Employee. If the holiday is not taken by the last pay period end date in March in the following year, it shall be paid out.

7. **Annual Vacation**

- (a) During the first (1<sup>st</sup>) to second (2<sup>nd</sup>) years of employment, a Full-time Employee earns and can use one hundred and twenty-six (126) hours of vacation per year;
- (b) During the third (3<sup>rd</sup>) to ninth (9<sup>th</sup>) years of employment, a Full-time Employee earns and can use one hundred and sixty-eight (168) hours of vacation per year;
- (c) During the tenth (10<sup>th</sup>) to nineteenth (19<sup>th</sup>) years of employment, a Full-time Employee earns and can use two hundred and ten (210) hours of vacation per year;
- (d) During the twentieth (20<sup>th</sup>) and subsequent years of employment, a Full-time Employee earns and can use two hundred and fifty-two (252) hours of vacation per year;
- (e) Vacation pay shall be at the Employee's Basic Rate of Pay.
- (f) Supplementary Vacation
  - (i) Upon having reached twenty-five (25) years of continuous employment, an Employee shall earn a one-time additional forty-two (42) hours of supplementary vacation with pay.

- (ii) Upon reaching the employment anniversary of thirty (30) years of continuous service, Employees shall have earned an additional one-time forty-two (42) hours of supplementary vacation with pay.
- (iii) Upon reaching the employment anniversary of thirty-five (35) years of continuous service, Employees shall have earned an additional one-time forty-two (42) hours of supplementary vacation with pay.
- (iv) Upon reaching the employment anniversary of forty (40) years of continuous service, Employees shall have earned an additional one-time forty-two (42) hours of supplementary vacation with pay.
- (v) Upon reaching the employment anniversary of forty-five (45) years of continuous service, Employees shall have earned an additional one-time forty-two (42) hours of supplementary vacation with pay.
- (vi) Subject to Clause 28.03(g), the supplementary vacation may be taken at the Employee's option at any subsequent time.

An Employee leaving the service of the Employer at any time before the Employee has exhausted their vacation credit shall receive payment of salary in lieu of such earned vacation.

#### 8. **Bereavement**

An Employee shall be granted up to four (4) extended work days bereavement within a seven (7) calendar day period leave without loss of salary, in the event of the death of the relatives listed in Article 32.03(a)(i) of the Collective Agreement.


The Employer may grant additional leave without pay to a bereaved Employee.

#### 9. **Worker's Compensation**

An Employee who is incapacitated and unable to work as a result of an accident sustained while on duty in the service of the Employer within the meaning of the *Workers' Compensation Act* shall continue to receive their Basic Rate of Pay provided they assign over to the Employer, on proper forms, the monies due to them from the Workers' Compensation Board for the time lost due to the accident. A deduction of not less than one point two (1.2) hours shall be charged against sick leave credits for each day an Employee is off work due to an accident within the meaning of the *Workers' Compensation Act*. An Employee shall only receive their Basic Rate of Pay to the extent that sick leave credits can be deducted from the Employee's sick leave bank.

This Letter of Understanding shall remain in force and effect in accordance with Article 2: Term of Collective Agreement.

ON BEHALF OF THE EMPLOYER



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ON BEHALF OF THE UNION



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**LETTER OF UNDERSTANDING #20**

**BETWEEN**

**ALBERTA HEALTH SERVICES**

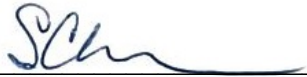
**- and -**

**ALBERTA UNION OF PROVINCIAL EMPLOYEES**

**RE: ADJUSTMENT OF BULLETIN BOARDS**

Where the Union brings to the attention in writing to the Employer of bulletin boards at sites that are not similar in size to other bargaining units' bulletin boards, the Employer agrees to assess and adjust the Union's bulletin boards as necessary to a similar size.

ON BEHALF OF THE EMPLOYER

  
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ON BEHALF OF THE UNION

  
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**LETTER OF UNDERSTANDING #21**

**BETWEEN**

**ALBERTA HEALTH SERVICES**

**- and -**

**ALBERTA UNION OF PROVINCIAL EMPLOYEES**

**RE: PILOT PROJECT: EXPEDITED ARBITRATION PROCESS**


The Parties hereby agree to defer discussions on the development of a pilot project for an Expedited Arbitration Process to the Joint Committee.

This Letter of Understanding shall expire on the expiry date of this Collective Agreement or upon the date of ratification of the next Collective Agreement, whichever is later.

ON BEHALF OF THE EMPLOYER

  
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ON BEHALF OF THE UNION

  
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**LETTER OF UNDERSTANDING #22**

**BETWEEN**

**ALBERTA HEALTH SERVICES**

**- and -**

**ALBERTA UNION OF PROVINCIAL EMPLOYEES**

**RE: WORKLOAD APPEAL PROCESS**

An Employee's workload is a matter of fluctuation that may be impacted by numerous factors including, but not limited to seasonality, surge periods, process improvements and efficiencies, staff/resource fluctuations, shifting priorities, and increasing demands.

The Parties recognize the importance of discussions regarding workload. It is agreed that workload concern(s) for discussion represent ongoing, systemic, long-term issues which have continued for a minimum period of sixty (60) calendar days. This does not preclude an Employee from discussing their workload with their direct manager prior to the sixty (60) days.

If an Employee has concern(s) regarding their ongoing workload, the Employee may initiate a workload appeal process as follows:

**LEVEL 1**

Ongoing workload concern(s) may be filed in writing by the Employee directly to their Manager, who shall meet with the Employee to discuss and resolve the specifics of the concern(s). The Manager will meet with the Employee and respond in writing within twenty-one (21) calendar days of receipt of the workload concern(s).

**LEVEL 2**

If the Employee is not satisfied with the outcome at Level 1, within seven (7) calendar days of the response at Level 1, the Employee shall submit the workload concern(s) in writing to the Department Director (or designate). The Department Director (or designate), shall reply in writing within fourteen (14) calendar days of receipt of the workload concern(s).

**LEVEL 3**

If the Employee is not satisfied with the outcome at Level 2, within seven (7) calendar days of the response at Level 2, the Employee shall submit the workload concern(s) in writing to the Senior Operating/Program Officer. The Senior Operating/Program Officer shall make the final decision regarding the workload appeal, and convey the decision in writing, to the Employee within fourteen (14) calendar days of receipt of the workload concern(s).

The time limits in the Workload Appeal Process may be extended by mutual agreement of the Parties.



A representative of the Union may assist an Employee or group of Employees during the Workload Appeal Process.

**Dispute Resolution**

- (a) The application of the processes of this Letter of Understanding is subject to Article 8: Grievance Procedure.
- (b) The final decision regarding the outcome of the Workload Appeal Process is not subject to Article 8: Grievance Procedure.

This Letter of Understanding shall remain in force and effect in accordance with Article 2: Term of Collective Agreement.

ON BEHALF OF THE EMPLOYER



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ON BEHALF OF THE UNION



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**LETTER OF UNDERSTANDING #23**

**BETWEEN**

**ALBERTA HEALTH SERVICES**

**- and -**

**ALBERTA UNION OF PROVINCIAL EMPLOYEES**

**RE: JOINT CLASSIFICATION COMMITTEE**

The Parties recognize the value of a regular forum within which to discuss and seek to resolve classification issues of common concern outside of the collective bargaining process.

The Parties agree to establish the Joint Classification Committee to:

- Exchange information;
- Engage in discussions;
- When mutually agreed, make recommendations to their respective principals; and
- Make joint communications.

The Parties agree that this is not collective bargaining, nor is it a substitute for collective bargaining.

The Joint Classification Committee shall consist of:

- Maximum of two (2) Classification Expert(s) appointed by the Alberta Union of Provincial Employees;
- Maximum of two (2) Classification Expert(s) appointed by Alberta Health Services;
- Maximum of two (2) Labor Relations Representative(s) appointed by Alberta Health Services; and
- Maximum of two (2) Alberta Union of Provincial of Employee Representative(s) appointed by AUPE.

One (1) Chairperson established by each Party (from the above) will alternate chairing the Joint Classification Committee meetings.

The Parties will each appoint their members within ninety (90) days from the date of ratification, or such later date as may be mutually agreed to.

Within thirty (30) days of establishing the Committee members, the Committee will meet to develop the Terms of Reference.

The topics discussed by the Joint Classification Committee may include, but shall not be limited to:

- Classification Projects;
- Classification Review and Appeal Updates;
- Creation of New Classifications;

- Revisions to New and Existing Classification Profiles;
- The current Alberta Health Services classification system;
- Gender-Based Wage Equity issues in accordance with Letter of Understanding #24 Re: Gender-Based Wage Equity.
- Appropriateness of the exclusion of positions from the scope of the bargaining unit in accordance with Letter of Understanding #25 Re: Bargaining Unit Exclusions Review.

The Parties agree that their representatives on the Joint Classification Committee will:

- Come prepared to each meeting;
- Engage in good-faith discussion; and
- Attempt to reach a shared understanding on classification matters.

The Committee may make recommendations to their respective principals on matters discussed by the Committee. The Committee may make joint communications as necessary.


The Parties agree to pay the expenses of their own members on the Joint Classification Committee, and share in costs for related committee expenses.

This Letter of Understanding shall remain in force and effect in accordance with Article 2: Term of Collective Agreement.

ON BEHALF OF THE EMPLOYER

  
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ON BEHALF OF THE UNION

  
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**LETTER OF UNDERSTANDING #24**

**BETWEEN**

**ALBERTA HEALTH SERVICES**

**- and -**

**ALBERTA UNION OF PROVINCIAL EMPLOYEES**

**RE: GENDER-BASED WAGE EQUITY**

The Parties agree that it is desirable to address and discuss internal gender-based wage inequities where there is evidence brought forward. Such discussions will occur at the Joint Classification Committee as per Letter of Understanding #23: Joint Classification Committee.

In relation to gender-based wage equity, the Joint Classification Committee will:

- (a) discuss the current pay structures of identified classifications and reasonable internal comparators in order to assess whether gender-based wage inequity issues may exist;
- (b) explore and discuss options to address mutually identified gender-based wage inequity issues.

**Dispute Resolution**

- (a) The application of the processes in this Letter of Understanding is subject to Article 8: Grievance Procedure.
- (b) The outcome of the gender-based wage equity discussions at the Joint Classification Committee is not subject to Article 8: Grievance Procedure.

This Letter of Understanding shall remain in force and effect in accordance with Article 2: Term of Collective Agreement.

ON BEHALF OF THE EMPLOYER

  
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ON BEHALF OF THE UNION

  
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**LETTER OF UNDERSTANDING #25**

**BETWEEN**

**ALBERTA HEALTH SERVICES**

**- and -**

**ALBERTA UNION OF PROVINCIAL EMPLOYEES**

**RE: THE JOINT EMPLOYER-UNION EXCLUSIONS REVIEW**

WHEREAS the Employer is in the process of concluding a comprehensive review of all out-of-scope positions to determine if they should be included in the General Support Services Bargaining Unit which commenced in 2012, the Parties agree as follows:

1. The Employer will conclude the current review of excluded bargaining unit positions and will provide the Union the results.
2. Future determination of inclusion/exclusion of an out-of-scope position(s) from the Bargaining Unit will be assessed through the Joint Classification Committee as per Letter of Understanding #23 Re: Joint Classification Committee. The Joint Classification Committee shall utilize criteria based upon jurisprudence related to the managerial and persons impacting the employment relationship exclusions identified by the Alberta *Labour Relations Code*.
3. Subsequent to the date of ratification of this Collective Agreement, where the Employer creates a new out-of-scope position in a program where there are Employees included in the General Support Services Bargaining Unit, in a pay grade at the Manager level and below, the Joint Classification Committee will:
  - (a) share the available position information with the Union, and
  - (b) review the position and make recommendations to their respective principals regarding the inclusion or exclusion of the position in the bargaining unit. Such review will be position-based not incumbent-based.
4. Where the Parties are unable to reach agreement regarding the inclusion/exclusion of a position from the Bargaining Unit, the Union retains the ability to apply to the Labour Relations Board for a determination.
5. This Letter of Understanding is not subject to Article 8: Grievance Procedure.

This Letter of Understanding shall remain in force and effect in accordance with Article 2: Term of Collective Agreement.


ON BEHALF OF THE EMPLOYER



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ON BEHALF OF THE UNION



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**LETTER OF UNDERSTANDING #26**

**BETWEEN**

**ALBERTA HEALTH SERVICES**

**- and -**

**ALBERTA UNION OF PROVINCIAL EMPLOYEES**

**RE: JOINT BENEFITS COMMITTEE**

The Parties agree to establish a Joint Benefits Committee (“the Committee”) which will include equal representation from each Party.

The Parties commit to establishing the Committee and convening an initial meeting within ninety (90) days of the date of ratification of this Collective Agreement. The Committee will meet regularly thereafter as agreed by the Committee, but in any event no fewer than five (5) times per calendar year.

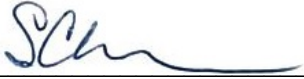
The purpose of the Committee will be to:

- (a) pursue opportunities for joint communication to Alberta Union of Provincial Employees General Support Services members with respect to benefits issues; and
- (b) identify and discuss methods of educating Employees on benefit plan provisions in the interest of encouraging appropriate utilization of the plans; and
- (c) discuss other issues of mutual interest with respect to the Employee benefits, including the Long-Term Disability Income Continuance Plan, Short-Term Disability, the Group Life Insurance Plan and the Group Dental Plan, Supplementary Health Care Plan and the Flexible Spending Account or such other group Employee benefit plans the Parties agree are applicable to Employees in the bargaining unit.
- (d) during the term of this Collective Agreement the Committee shall:
  - Conduct a full review of the current benefit plan including costs and utilization,
  - Research different options and costs for retiree/bridging benefits,
  - Conduct a review of Terms of Reference and amend as needed,
  - Address any other mutually agreed items.
- (e) Alberta Health Services will add to the next possible Health Benefits Trust of Alberta (HBTA) Policy Council meeting’s agenda and fully support the Alberta Union of Provincial Employees request for non-voting representative status on the Council.

The Committee may make recommendations to their respective principals on matters discussed by the Committee.

This Letter of Understanding shall remain in force and effect in accordance with Article 2: Term of Collective Agreement.

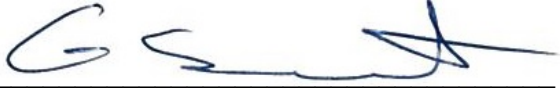
ON BEHALF OF THE EMPLOYER



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ON BEHALF OF THE UNION



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**LETTER OF UNDERSTANDING #27**

**BETWEEN**

**ALBERTA HEALTH SERVICES**

**- and -**

**ALBERTA UNION OF PROVINCIAL EMPLOYEES**

**RE: SUPPLEMENTARY HEALTH PLAN IMPROVEMENTS**

Further to Article 31.01(b), effective April 1, 2019, the coverage provided under the Supplementary Health Plan shall be amended as follows:

- 100% Coverage for Continuous Positive Airway Pressure (CPAP) device,
- Increase coverage for Hearing Aids to a maximum of \$500 every 24 months,
- Increase coverage for Physiotherapist to \$35 per visit to a maximum of \$700 per year,
- Increase coverage for Chiropractor to \$35 per visit to a maximum of \$700 per year,
- Increase coverage for Chartered Psychologist, Master of Social Work and Certified Addictions/Drug Counsellor to \$50 per visit to a maximum of \$700 per year, and
- Increase coverage for Podiatrist/Chiropodist to \$35 per visit to a maximum of \$700 per year.

This Letter of Understanding shall remain in force and effect in accordance with Article 2: Term of Collective Agreement.

ON BEHALF OF THE EMPLOYER



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ON BEHALF OF THE UNION



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**LETTER OF UNDERSTANDING #28**

**BETWEEN**

**ALBERTA HEALTH SERVICES**

**- and -**

**ALBERTA UNION OF PROVINCIAL EMPLOYEES**

**RE: EMPLOYMENT SECURITY (OPERATIONAL RESTRUCTURING)**

Whereas the Employer has determined it is embarking on Operational Restructuring, while maintaining a focus on quality care.

And whereas the outcomes of such an effort could lead to organizational change that may result in adjustments within the General Support Services Bargaining Unit.

And whereas nothing in this Letter of Understanding constitutes a bar to the Union raising these issues in any other forum or venue, or is prejudicial to any position the Union may take on these matters in the future.

The Parties agree to the following:

1. That there will be no involuntary loss of employment for Employees in General Support Services Bargaining Unit.
2. That Employees will “remain whole”, and where an Employee is faced with an involuntary reduction to pay or FTE, any shortfalls will be remedied.
3. To achieve the preceding the Parties recognize that:
  - adjustments in the workforce may occur through attrition;
  - in addition to Article 16 (Layoff and Recall), all retention options will be explored;
  - the Parties agree to share all relevant information in a timely manner.
4. This Letter of Understanding shall form part of the Collective Agreement and is subject to the grievance and arbitration provisions.
5. This letter shall expire on March 30, 2020.

ON BEHALF OF THE EMPLOYER



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ON BEHALF OF THE UNION



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**LETTER OF UNDERSTANDING**

**BETWEEN**

**ALBERTA HEALTH SERVICES (AHS)  
("The Employer")**

**AND**

**THE ALBERTA UNION OF PROVINCIAL EMPLOYEES (AUPE)  
("The Union")**

**RE: TRAVEL TIME APPLICABLE TO INFORMATION TECHNOLOGY  
EMPLOYEES – CALL BACK**

This Letter of Understanding is applicable to Regular Information Technology employees who are called back to work outside of their scheduled working hours and are required to use their own vehicle to travel to an AHS worksite that is not their assigned home-site.

The Parties agree to the following provisions to Article 24: Call-Back and Article 38: Transportation and Subsistence:

1. Travel time and distance will be calculated between an Employee's assigned home-site and the AHS worksite to which the Employee is called back to work pursuant to Article 24 (Call-Back), regardless of the Employee's actual starting location.
2. Employees are not eligible for paid travel time or paid worked time for the first two hundred (200) kilometers of round-trip travel between the Employee's assigned home-site and the AHS work site to which they are called back to work.
3. Employees may be eligible for paid travel time for the portion traveled above two hundred (200) kilometers on their round-trip travel between the Employee's assigned home-site and the AHS work site to which they are called back. Eligible paid travel time is paid at one times (1X) the Employee's basic rate of pay (BROP), calculated in five (5) minute increments for every ten (10) kilometers traveled beyond the first two hundred (200) kilometers.
4. Notwithstanding the above provisions, should the actual worked time on the call-back be less than two (2) hours, the travel time pursuant to the above provisions shall be inclusive of the minimum two (2) hours as outlined in clause 24.01 (Article 24: Call-Back).
5. Any payment pursuant to this Letter of Understanding is not worked time and does not contribute (but not limited) to the calculation of any Employee benefits (including pension and sick leave), salary step increments, vacation entitlement, or overtime.