



**Alberta Union of Provincial Employees  
(Auxiliary Nursing)**

- and -

**Alberta Health Services**

and

**Lamont Health Care Centre  
Allen Gray Continuing Care Centre**

**Expires March 31, 2022**

### **AUPE INGOING PROPOSALS**

THIS INGOING PROPOSAL IS MADE ON A WITHOUT PREJUDICE BASIS AND CONTAINS ALL ARTICLES AND LETTERS OF UNDERSTANDING THE UNION SEEKS TO TABLE FOR DISCUSSION AND/OR AMENDMENT. THE POSITIONS IN THIS PROPOSAL ARE PRESENTED AS A PACKAGE AND THE UNION MAY AMEND ANY PART OF THE PACKAGE AND ANY AND ALL POSITIONS UPON NON-ACCEPTANCE. ALL ARTICLES AND LETTERS OF UNDERSTANDING NOT CONTAINED IN THIS PACKAGE ARE PROPOSED AS CURRENT AGREEMENT.

THE UNION RESERVES THE RIGHT TO TABLE PROPOSALS AT ANY TIME DURING BARGAINING TO ADDRESS MATTERS NOT KNOWN TO THE UNION AT THE TIME OF EXCHANGING INITIAL PROPOSALS.

ERROR AND OMISSIONS EXCLUDED

## Legend

The Union proposal is made in an Article per page format for ease of reference

The Left Margin of a page will identify where changes are being proposed and will include ADM for amendments, DEL for deletions, MOV where language is relocated and NEW for new language.

**BOLD** Denotes proposed new language

~~Strikethrough~~ Denotes proposed deletions

AMD Amend

DEL Delete

NEW New Proposed Language

**\*\*Discussion – Feasibility of changing “shall” to “must”.\*\***

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COLLECTIVE AGREEMENT made this 14<sup>th</sup> day of December, 2018

BETWEEN

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

OF THE FIRST PART

AND

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

OF THE SECOND PART

**PREAMBLE**

WHEREAS the Parties are mutually desirous of entering into a Collective Agreement setting forth rates of pay, hours of work, and other terms and conditions of employment.

NOW THEREFORE THIS COLLECTIVE AGREEMENT WITNESSETH:

**ARTICLE 1**

**TERM OF COLLECTIVE AGREEMENT**

- 1.01 Except where otherwise stated in this Collective Agreement, this Collective Agreement, including appendices hereto unless altered by mutual consent of both Parties hereto, shall be in force and effect from and after the date upon which the Union and the Employer exchange notice of ratification by their principals of the terms of this Collective Agreement, up to and including March 31, ~~2020~~ **2022** and from year-to-year thereafter unless amended or terminated. Notification of desire to amend or terminate may be given, in writing, 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 of its desire to amend this Collective Agreement.
- 1.02 Where notice is served by either Party to commence collective bargaining, this Collective Agreement shall continue in full force and effect until a new Collective Agreement has been executed.
- 1.03 In the event that any law passed by the Government of Alberta, or Canada renders null and void any provisions of this Collective Agreement, the remaining provisions shall remain in effect for the term of the Collective Agreement.
- 1.04 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 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.
- 1.05 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 NW  
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

**PROPOSAL: AUPE reserves the right to introduce proposals during bargaining.**



## ARTICLE 2

### DEFINITIONS

- 2.01 "Code" means the *Labour Relations Code*, as amended from time-to-time.
- 2.02 "Arbitration" shall take meaning from the section of the *Code* dealing with the resolution of a difference.
- 2.03 "Union" shall mean the Alberta Union of Provincial Employees (AUPE). In the event of a change of name of the aforementioned Union, the subsequent name shall be recognized.
- 2.04 "Basic Rate of Pay" shall mean the incremental step in the Salary Schedule applicable to an Employee in accordance with the terms of this Collective Agreement, exclusive of all premium payments.
- 2.05 "Continuous Service" shall mean the period of employment commencing on the latest date of employment within the bargaining unit that is not interrupted by termination or dismissal.
- 2.06 "Employee" shall mean a person covered by this Collective Agreement and employed by the Employer. At the time of hire the employment status of each Employee shall be determined in accordance with the following:
- (a) "Regular Employee" is one who works on a full-time or part-time basis on regularly scheduled shifts of a continuing nature:
    - (i) "Full-time Employee" is one who is regularly scheduled to work the full specified hours in Article 12A: Hours of Work (for facility employees) and Article 12B: Hours of Work (for community and mental health clinic employees) of this Collective Agreement;
    - (ii) "Part-time Employee" is one who is regularly scheduled for less than the normal hours specified in Article 12A: Hours of Work (for facility employees) and Article 12B: Hours of Work (for community and mental health clinic employees) of this Collective Agreement.
  - (b) "Casual Employee" is one 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.

(c) ~~"Temporary Employee" is one who is hired on a temporary basis for a full-time or part-time position:~~

~~(i) for a specific job of more than three (3) months but less than twelve (12) months. A request by the Employer to extend the time limit shall not be unreasonably denied; or~~

~~(ii) 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; or~~

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

~~(iv) to replace a Full-time or Part-time Employee who is on leave due to illness or injury where the Employee has indicated that the duration of such leave will be in excess of three (3) months.~~

~~Alteration of employment status thereafter will be regulated by the terms of this Collective Agreement.~~

AMD

2.07 (a) "Temporary position" is a full-time or part-time position:

(i) that has an anticipated start and end date.

(ii) is for a specific job of more than three (3) months but less than six (6) months; or

(iii) is to replace a Full-time or Part-time Employee who is on leave due to illness or injury, or who is on approved leave of absence for a period in excess of three (3) months;

(iv) A request by the Employer to extend the time limit under (ii) above, shall not be unreasonably denied;

(b) The Employer ending a temporary position will not be deemed to be a violation of the Collective Agreement.

(c) The Employer shall provide an Employee in a temporary position at least seven (7) calendar days written notice of ending of the temporary position.

(d) A Full-time or Part-time Employee occupying a temporary position shall retain their seniority, will have entitlements in accordance with the position in which they are working and shall be returned to the Employee's regular position and former status when they are no longer required in the temporary position.

2.07

"Employer" shall mean and include such officers as may from time-to-time be appointed, or designated, to carry out administrative duties in respect of the operations and management of the business.

- 2.08 The provisions of this Collective Agreement are intended to be gender neutral and gender inclusive. Similarly, the singular shall include the plural and vice-versa, as applicable.
- 2.09 "Site" shall mean the building(s), as designated by the Employer, at or out of which an Employee works.
- 2.10 "Registration" shall take meaning from the *Health Professions Act R.S.A. 2000, c. H-7* as amended. Registration is not membership in the Union.
- 2.11 "Shift" shall mean a daily tour of duty of not less than three (3) consecutive hours, excluding overtime hours.
- 2.12 "Shift Cycle" means the period of time when the shift schedule repeats itself. In those instances where the schedule does not repeat itself, the term "Shift Cycle" shall be understood to mean a period of time not exceeding twelve (12) weeks.
- 2.13 For the purpose of applying the terms of this Collective Agreement, time worked shall be deemed to have been worked on the day on which the majority of hours of the shift fall.
- 2.14 "Union Representative" means a representative from the Union authorized by the Union to act on behalf of an Employee.
- 2.15 "Local" means a Local of AUPE.
- 2.16 "Bargaining Unit" shall mean the unit of Employees as described on the Labour Relations Board Certificate.
- 2.17 "Ambulance" shall include any vehicle or conveyance used for ambulance duty.

**ARTICLE 3**

**RECOGNITION**

- 3.01 The Employer acknowledges that when duly certified as the bargaining agent for Employees described in the certificate issued by the Alberta Labour Relations Board, the Union has exclusive authority to bargain collectively on behalf of the Employees in the unit for which it is certified and to bind them by a Collective Agreement.
- 3.02 No Employee shall be required or permitted to make any written or verbal agreement which may be in conflict with this Collective Agreement.
- 3.03 (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 Human Resources or their designate.
- 3.04 Union membership meetings may be held on Employer premises subject to the approval of the Employer.
- 3.05 The Union will exercise its rights in a manner which is professional, fair and reasonable in the circumstances, and in accordance with the Collective Agreement.

**ARTICLE 4**

**UNION MEMBERSHIP AND DUES DEDUCTION**

- 4.01 An Employee shall have the right to wear or display the recognized insignia of the Union, however, no such insignia larger than a lapel pin shall be worn while on duty and no lapel pin shall be worn while in nurseries. No Union insignia shall be displayed on the Employer's equipment or sites.
- 4.02 (a) All Employees have the right:
- (i) to be members of the Union and to participate in its lawful activities;
  - (ii) to bargain collectively with the Employer through the Union.
- 4.03 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. The Union acknowledges that the deduction of amounts equal to the dues does not constitute membership in the Union, and that membership shall continue to be voluntary.
- 4.04 Consistent with the payroll system of the Employer, the Union will advise the Employer of the amount of its membership dues. An amount equal to said membership dues will be deducted from each Employee at the prescribed rate and remitted to the Union not later than the fifteenth (15<sup>th</sup>) of the month following. The remittance shall be accompanied by a list specifying the following:
- (a) the Employee's name;
  - (b) mailing address;
  - (c) classification;
  - (d) site(s);
  - (e) status (Regular Full-time, Regular Part-time, Temporary, Casual);
  - (f) hourly rate of pay;
  - (g) the amount of deduction for each Employee;
  - (h) the Employee's gross pay;
  - (i) long-term absence status (where applicable);
  - (j) phone number on record;

- (k) Employee number;
- (l) start date;
- (m) seniority date; and
- (n) department.

- 4.05 The dues structure of the Union shall be on a percentage basis and the Union shall give not less than thirty (30) days' notice of any change in the rate at which dues are to be deducted. Any change in the amount of deductions shall be implemented by the Employer at the next possible pay period following expiry of the notice period.
- 4.06 Where an accounting adjustment is necessary to correct an over or under payment of dues, it shall be effected in the succeeding month.
- 4.07 The Employer shall indicate the dues deducted and enter the amount on the T-4 slip supplied to the Employee.
- 4.08 On a bi-weekly basis, the Employer shall provide the Union with a list of Employees newly hired into the bargaining unit during the previous two (2) week period. Such list shall include the Employee's name, classification, employment status, department and site.
- 4.09 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 5**

**MANAGEMENT RIGHTS**

- 5.01 The Employer retains all rights not otherwise abrogated or restricted in this Collective Agreement.
- 5.02 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; and
  - (d) demote, discipline, suspend or discharge for just cause.
- 5.03 The Employer will exercise its rights in a manner which is professional, fair and reasonable in the circumstances, and in accordance with the Collective Agreement.

**ARTICLE 6**

**RESPECTFUL WORKPLACE / NO DISCRIMINATION**

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, ancestry, place of origin, political or religious belief, gender, gender expression, gender identity, sexual orientation, marital status, family status, source of income, 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 Article 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. 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.

**NEW 6.07 Abuse by Family Members, Visitors or Residents**

**The Employer will enforce a zero tolerance for abuse towards Employees by Patients/Residents/Clients, their family members or visitors. Verbal or Physical abuse of Employees will not be tolerated and could result in sanctions. Repeated incidents of abuse will result in more significant sanctions.**



**PROPOSAL:**

**ARTICLE X**

**HYPOCRISY FREE WORKPLACE**

**New Article**

- X The parties agree that the protections, principles, rights and respect demanded of AUPE members be indistinguishable from the manner in which the employer to this agreement manage the employees covered by this agreement.
- X.01 Further, the parties agree that in the exercise of each of their rights and in the administration of this agreement they shall do so in good faith and in a fair and reasonable manner.
- X.02 Finally, the parties agree that employees covered by this agreement are entitled to a hypocrisy free workplace.

**ARTICLE 7**

**IN-SERVICE PROGRAMS AND PROFESSIONAL DEVELOPMENT**

- 7.01
- (a) The Parties to this Collective Agreement recognize the value of continuing in-service education for Employees in the nursing profession and that the responsibility for such continuing education lies, not only with the individual, but also with the Employer. For the purpose of this Article, the term "in-service" includes: orientation, acquisition and maintenance of essential skills, and other programs which may be offered by the Employer.
  - (b) The Employer reserves the right to identify specific in-service sessions as being compulsory for Employees and those required to attend such sessions shall be paid at the applicable rate of pay for attendance. The following in-service programs shall be compulsory and shall be provided to Employees on an annual basis:
    - (i) CPR (when established by the Employer as a mandatory qualification);
    - (ii) fire, evacuation and disaster procedures; and
    - (iii) proper lifting and prevention of back injuries.
  - (c) Employees who, with prior approval of their supervisor, attend in-service programs which are not identified as compulsory by the Employer shall suffer no loss of regular earnings for attending such programs.
  - (d) An Employee who is required by the Employer to attend in-service programs or staff meetings, shall be entitled to required course materials and registration fees, and the provisions of Article 21: Transportation and Subsistence, if applicable.
  - (e) The Employer shall make available:
    - (i) an annual in-service on the prevention and management of staff abuse;
    - (ii) an in-service on management of aggressive behavior, as deemed appropriate by the Employer; and
    - (iii) other education programs, as deemed appropriate by the Employer for the purpose of maintaining proficiency, including medication assistance training for Health Care Aides, where applicable.

- (f) The Employer shall make available in each site no fewer than five (5) current nursing journals. For the purposes of this provision, "available" includes, but is not limited to, journals made available in print, electronically, and through library circulation.
- (g) The provisions of Article 7.01 do not apply to Employees completing mandatory education programs related to minimum qualifications, where the Employee has been hired with the understanding that such qualifications must be obtained during the course of employment.

### **Professional Development Days**

7.02 ~~All Employees required by the Employer to be registered as a Licensed Practical Nurse upon request, shall be granted a maximum of three (3) professional development days annually for professional development related to nursing skills, at the Basic Rate of Pay. Such Employee shall be advised, prior to taking any professional development days of any transportation, registration fees, subsistence and other expenses that will be paid by the Employer.~~

**All Employees required by the Employer to belong to a registering and/or designation body, upon request, shall be granted a maximum of five (5) professional development days annually for professional development related to their profession, at the Basic Rate of Pay. Such Employee shall be advised, prior to taking any professional development days of any transportation, registration fees, subsistence and other expenses that will be paid by the Employer.**

**ARTICLE 8**

**PROBATIONARY PERIOD / ORIENTATION**

- 8.01 (a) An Employee shall serve a single probationary period of five hundred three and three-quarter (503  $\frac{3}{4}$ ) hours worked, exclusive of training, for each period of continuous employment not interrupted by termination or dismissal. The Employer shall provide a written evaluation of each probationary Employee at least once during the Employee's probationary period.
- (b) The probationary period may be extended for a period up to an additional five hundred three and three-quarter (503  $\frac{3}{4}$ ) hours worked, by consent of the Union.
- (c) During the probationary period, the Employee may be terminated for any reason, without notice or pay in lieu of notice, except as may be provided by the provisions of the Alberta *Employment Standards Code*.
- (d) The Employer shall provide a reason for the termination to the Employee, and the Employee shall not have recourse to the grievance procedure set out in this Collective Agreement with respect to termination.
- 8.02 The Employer shall provide a paid orientation, the form and duration of which shall be determined by the Employer in consideration of the operational requirements of the applicable work area and the knowledge, skills, and abilities of the new Employee. The orientation for all Employees shall be a minimum of six (6) shifts, inclusive of the following:
- (a) orientation for each shift pattern (days, and/or evenings, and/or nights) that the Employer assigns the Employee to work; and
- (b) an orientation to the site and/or Employer organization; as determined by the Employer; and
- (c) at minimum, the Employee's first (1<sup>st</sup>) four (4) shifts of patient/resident/client care shall be under guidance; and
- (d) any additional orientation deemed necessary by the Employer.
- 8.03 An Employee who has been absent for six (6) months or is temporarily assigned to a different work area, shall be provided with appropriate orientation, the form and duration of which shall be determined by the Employer, following consultation with the Employee.

- 8.04 Additional orientation requested by an Employee will not be unreasonably denied.
- 8.05 A representative of the Union shall have the right to make a presentation of up to forty-five (45) minutes during the paid orientation or within the first (1<sup>st</sup>) four (4) shifts of patient/resident/client care of new Employees. Attendance at the presentation shall not be compulsory.

**ARTICLE 9**

**SENIORITY**

- 9.01 (a) An Employee's "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 Article 9.01(a).
- (c) Where:
- (i) a Regular ~~or Temporary~~ Employee was employed as a Regular ~~or Temporary~~ Employee by an Employer that is party to this Collective Agreement (Previous Employer); and
  - (ii) the Regular ~~or Temporary~~ Employee leaves the employ of the Previous Employer; and
  - (iii) within thirty (30) days of such employment termination, becomes employed as a Regular ~~or Temporary~~ Employee with another Employer party to this Collective Agreement;

such Employee may apply to the Employer to have the seniority date with the Previous Employer recognized for the purpose of establishing their seniority date with the Employer. The Employee shall provide proof of such seniority date which is satisfactory to the Employer. If the Employee is unable to provide satisfactory proof, strict provisions of Article 9.01(a) shall apply.

- (d) Where:
- (i) a Regular ~~or Temporary~~ Employee was employed as a Regular ~~or Temporary~~ Employee with the Employer; and
  - (ii) leaves the employ of that Employer; but
  - (iii) within thirty (30) days of such employment termination, becomes re-employed as a Regular ~~or Temporary~~ Employee with the same Employer;

such Employee may apply to the Employer to have the seniority date with the Employer existing prior to the break in service in Article 9.01(c)(ii) recognized for the purpose of establishing their seniority date with the Employer in the new position under Article 9.01(c)(iii). The Employee shall provide proof of such seniority date which is satisfactory to the Employer. If the Employee is unable to provide satisfactory proof, the strict provisions of Article 9.01(a) shall apply.

9.02 Seniority shall be considered in determining:

- (a) assignment of available shift schedules by work area(s), program(s) or site(s), whichever is applicable, subject to the provisions of Articles 12A, 12B, 29A, 29B, 40A, 40B and 40C;
- (b) preference of vacation time in Article 23: Vacation by work area(s), program(s) or site(s), whichever is applicable;
- (c) layoffs and recalls, subject to the provisions specified in Article 32: Layoff and Recall; and
- (d) transfers and in filling vacancies within the bargaining unit subject to the provisions specified in Article 11: Appointments and Transfers.

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

- (a) when the employment relationship is terminated by either the Employer or the Employee;
- (b) upon the expiry of twenty-four (24) months following the date of layoff, if during which time the Employee has not been recalled to work;
- (c) if an Employee does not return to work on recall, as provided in Article 32.16.

9.04 (a) The Employer will maintain two (2) seniority lists, as follows:

- (i) a bargaining unit-wide seniority list, to be made available and provided to the union as necessary for the administration of this Collective Agreement;
- (ii) a site-specific seniority list, to be posted on the Bulletin Board at the site; and
- (iii) voluntary Employers shall be required to post a bargaining unit-specific seniority list at that bargaining unit's site(s) only.

- (b) Site specific seniority lists will be updated and posted not less frequently than every six (6) months following the first (1<sup>st</sup>) of the month following the date of ratification, and will include an Employee's name, classification, full-time equivalent (FTE), seniority date, and date of hire, if pursuant to Article 9.01(d), it is different from the seniority date. Bargaining unit-wide seniority lists will be updated and provided to the union as necessary for the administration of this Collective Agreement.
- (c) A copy of the site specific seniority lists will be provided to the Union following posting. The Union will have three (3) months in which to take issue with the seniority lists, otherwise, the seniority lists will be deemed to be correct.
- (d) Should a difference arise regarding an Employee's seniority, the Parties shall exchange information necessary to establish accurate seniority. Where an Employee's information is satisfactory to the Employer, the seniority date shall be amended accordingly. If the Employee is unable to provide satisfactory proof, the strict provisions of Article 9.01 will apply, based on the Employer's available records.

9.05

**Seniority Tie Breaking**

- (a) Where two (2) or more Employees have the same seniority date, the Union will conduct a random ordering to produce individual ranking of seniority.
- (b) Where a new Employee hired into the bargaining unit brings the same seniority date as Employees already in the bargaining unit, such Employee will be placed as the least senior of those Employees sharing the same seniority date.
- (c) Order of seniority established through the application of this Article shall continue in force and effect thereafter.



**ARTICLE 10**

**PERFORMANCE APPRAISALS**

- 10.01 The Parties recognize the desirability of a performance appraisal system designed to effectively use and develop the human resources of the Employer. The purpose of the performance appraisal is to provide a constructive review of the Employee's performance.
- 10.02 (a) Employees shall receive a written performance appraisal regularly in accordance with the policy of the Employer. The absence of a performance appraisal shall mean the Employee meets expectations.
- (b) Meetings for the purpose of the performance appraisal interview shall be scheduled by the Employer with reasonable advance notice. At the interview, the Employee shall be given a copy of their performance appraisal document. The Employee shall sign their performance appraisal for the sole purpose of indicating that they are aware of the performance appraisal, and shall have the right to respond in writing within ten (10) days of the interview and that reply shall be placed in their personnel file.
- 10.03 (a) By appointment made at least three (3) working days in advance, an Employee may view their personnel file at their work site each year or when the Employee has filed a grievance. An Employee may be accompanied by a Union Representative when viewing their personnel file. A request by the Employer to the Union to extend the three (3) day timeline for producing the personnel file shall not be unreasonably denied.
- (b) An Employee shall be given a copy of the contents of their personnel file upon request, not more frequently than once in a calendar year, or when the Employee has filed a grievance, provided that they first pay to the Employer a reasonable fee, established by the Employer to cover the cost of copying. Such fees shall be waived where the Employee requests a copy of material related to an individual grievance filed on behalf of the Employee.
- 10.04 An Employee's performance appraisal shall not be released by the Employer to any person except to a Board of Arbitration, or as required by law, without the written consent of the Employee.

**ARTICLE 11**

**APPOINTMENTS AND TRANSFERS**

- 11.01 (a) The Employer shall post at the sites, notices of vacant positions within the bargaining unit not less than ten (10) calendar days in advance of making an appointment. A copy of all postings shall be forwarded to the Union. For purposes of this clause, electronic posting of vacancies will satisfy the posting requirement, where the Employer has made arrangements for on-line access to postings.
- (b) The posting shall contain the following information:
- (i) qualifications required;
  - (ii) employment status;
  - (iii) site(s);
  - (iv) classification;
  - (v) range of rate of pay;
  - (vi) if a temporary position, the anticipated duration of such position; and
  - (vii) FTE.

Also, for information purposes only, a notice of vacancy shall specify the number of hours per shift, shifts per shift cycle and the current shift pattern for the position.

**NEW 11.02** The Employer shall notify the Local and Chapter Chair if a position is being cancelled, reposted, or a position is being eliminated or amended to a different classification, in this bargaining unit.

~~11.02~~ **11.03** Applications for vacancies or transfers, shall be made in writing to such officer as the Employer may designate.

~~11.03~~ **11.04** When circumstances require the Employer to hire a new Employee to fill a vacancy pending completion of the transactions contemplated in Article 11, the appointment shall be made on a casual basis only.

- ~~11.04~~ **11.05** When making transfers and filling vacancies within the bargaining unit, the determining factors shall be the most requisite job-related skills, training, knowledge and other relevant attributes and where these factors are considered by the Employer to be equal and satisfactory, seniority shall be the deciding factor. Applicants from the site(s) or, where applicable, the program where the vacancy exists shall be given first consideration.
- ~~11.05~~ **11.06** All applicants for a posted transfer and/or vacancy, shall be informed in writing of their acceptance or rejection within five (5) working days of the date of the appointment. The Union shall be advised of the successful candidate. The Employer shall confirm in writing to the Employee at the time of hire or transfer, the classification and rate of pay for the position they are filling.
- ~~11.06~~ **11.07** (a) Transfers shall be on a trial basis. The transferred Employee shall serve a trial period of three hundred forty-eight and three-quarter (348 <sup>3</sup>/<sub>4</sub>) hours worked, exclusive of training requirements, in which to demonstrate the ability to fill the new position satisfactorily. During the trial period, the Employee may either:
- (i) return to the Employee's former position, at the Employee's request; or
  - (ii) be returned to the Employee's former position.
- In circumstances where the former position is unavailable, the Employer shall assign the Employee to a similar position 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. The rate of pay for such position shall be at a rate of pay equivalent to that of their former position.
- (b) In the event that an Employee returns to their former position pursuant to Article 11.06(a), the Employer shall have one (1) opportunity to fill the resultant vacancy by selecting from the applicants on the original posting. Should the Employer exercise this right the posting provisions of this Article will be deemed to be satisfied.
- (c) An Employee who is transferred before completing their initial probationary period shall complete the initial probationary period as well as the trial period in Article 11.06(a) above.
- ~~11.07~~ **11.08** The foregoing provisions shall be waived and inoperative when placement of an Employee in a job within the bargaining unit is effected to accommodate a request by the Workers' Compensation Board or the underwriters of the long-term disability income insurance plan to provide a period of rehabilitative work experience.

~~11.08~~ **11.09** A Regular Employee who applies for and is successful on a temporary posting shall maintain their status as a Regular Employee. A Casual Employee who applies for and is successful for a temporary position shall receive all entitlements and benefits applicable to a **the Temporary Employee Position**. At the completion of the temporary term, the Regular Employee shall return to their former position. At the completion of their temporary term, the Casual Employee shall resume the normal terms and conditions of employment applicable to a Casual Employee.

**ARTICLE 12A**

**HOURS OF WORK**

**FOR FACILITY EMPLOYEES**

- 12A.01 Regular hours of work for Full-time Employees, exclusive of meal periods shall be:
- (a) seven and three-quarter ( $7 \frac{3}{4}$ ) consecutive hours per day;
  - (b) thirty-eight and three-quarter ( $38 \frac{3}{4}$ ) hours per week averaged over one (1) complete cycle of the shift schedule.
- 12A.02 Regular hours of work shall be deemed to:
- (a) include, as scheduled by the Employer; either:
    - (i) one (1) rest period of fifteen (15) minutes during each half shift of three point eight seven ( $3.87$ ) hours; or
    - (ii) one (1) rest period of thirty (30) minutes during each full working shift of seven and three-quarter ( $7 \frac{3}{4}$ ) hours, if this is more compatible with scheduling of work assignments;the alternative to be applied shall be at the discretion of the Employer.
  - (b) exclude a meal period of not less than thirty (30) minutes to be scheduled by the Employer during each working day on which the Employee works in excess of four (4) hours.
- 12A.03
- (a) Notwithstanding that the meal break is to be excluded in the calculation of regular hours of work, if the Employer requires an Employee to be readily available for duty during their meal period, they shall be so advised in advance and be paid for that meal period at their Basic Rate of Pay.
  - (b) If an Employee is recalled to duty or if the Employer requires an Employee to work during their meal period or rest period they shall be given a full meal period or rest period later in their shift, or, where that is not possible, be paid for the meal period or rest period as follows:
    - (i) for a rest period, at two times (2X) their Basic Rate of Pay; or
    - (ii) for a meal period for which the Employee is entitled to be paid in accordance with Article 12A.03(a), at two times (2X) their Basic Rate of Pay; or

- (iii) for a meal period for which the Employee is not otherwise entitled to be paid, at two times (2X) their Basic Rate of Pay.

12A.04 Subject to Articles 12A.11 and 12A.12 shift schedules shall be posted twelve (12) weeks in advance or such shorter period as is mutually agreed between the Employer and a local chapter representative of the Union. The Employer shall allow a representative of the Union to reproduce a copy of the posted shift schedule which is inclusive of changes made by mutual agreement in accordance with Article 12A.05(a).

12A.05 (a) Except in cases of emergency or by mutual agreement between a Regular Employee and the Employer, shift schedules shall provide for:

- (i) at least fifteen and one-half (15 ½) hours off duty between shifts, except in units or programs where the operations require staggered start and end times. In these units or programs the Employees shall have at least fifteen (15) hours off duty between shifts;
- (ii) at least two (2) consecutive days of rest;
- (iii) days of rest on two (2) weekends in a five (5) week period. "Weekend" shall mean a Saturday and the following Sunday, assuring a minimum of fifty-six (56) hours off duty;
- (iv) where operationally practicable as determined by the Employer, Article 12A.05(a)(iii) above may be amended to half of the weekends off over one (1) complete cycle of the shift schedule. Where a shift schedule provides for half of the weekends off over one (1) complete cycle of the shift schedule, such ratio will not be changed unless the Employer determines the ratio has become operationally impracticable;
- (v) an Employee shall not be scheduled to work seven (7) consecutive shifts more than twice in a five (5) week period;
- (vi) an Employee will not be scheduled to work more than seven (7) consecutive days.

(b) There shall be two (2) optional scheduling systems available which may be implemented subject to Letter of Understanding #1 Re: Considering Optional Scheduling Systems, upon mutual agreement, in writing, between the Employer and the Union. Where an option is applied, the relevant provisions of Article 12A.05(a) above shall be amended as follows:

**Option 1**

- (i) at least fifteen and one-half (15 ½) hours off duty between shifts, except in units or programs where the operations require staggered start and end times. In these units or programs the Employees shall have at least fifteen (15) hours off duty between shifts;
- (ii) at least two (2) consecutive days of rest;
- (iii) days of rest on two (2) weekends in a six (6) week period. "Weekend" shall mean:
  - (A) one (1) Saturday and the following Sunday and one (1) Friday and the following Saturday assuring a minimum of fifty-six (56) hours off duty; or
  - (B) one (1) Saturday and the following Sunday and one (1) Sunday and the following Monday assuring a minimum of fifty-six (56) hours off duty;
- (iv) not more than six (6) consecutive days of work.

**Option II**

- (i) at least fifteen and one-half (15 ½) hours off duty between shifts, except in units or programs where the operations require staggered start and end times. In these units or programs the Employees shall have at least fifteen (15) hours off duty between shifts;
  - (ii) at least two (2) consecutive days of rest except that, twice in a five (5) week cycle, there may be a single day of rest which may not be followed by more than five (5) consecutive working days;
  - (iii) days of rest on two (2) weekends in a five (5) week period. "Weekend" shall mean a Saturday and the following Sunday, assuring a minimum of fifty-six (56) hours off duty;
  - (iv) not more than six (6) consecutive scheduled days of work.
- (c) Except when application of this Article is waived by mutual agreement between the Employee and the Employer, if an Employee is required by the Employer to change shifts without receiving fifteen (15) or fifteen and one-half (15 ½) hours off duty as applicable, they shall be entitled to premium pay at two times (2X) their Basic Rate of Pay for that shift. This section does not apply to cases where Articles 12A.11 and 12A.12 has been applied in altering a shift schedule.

- (d) Additional optional scheduling systems may be mutually agreed to in writing between the Employer and the Union.

12A.06 Employees shall be aware that, in the course of their regular duties, they may be required to work on various shifts throughout the twenty-four (24) hour period of the day and the seven (7) days of the week. The first (1<sup>st</sup>) shift of the working day shall be the one wherein the majority of hours worked fall between twenty-four hundred (2400) hours and zero eight hundred (0800) hours.

12A.07 (a) The Employer, in scheduling shifts, shall take into consideration an Employee's request for certain shift schedules, subject to the requirements of Article 12A.05.

(b) The shift patterns which may be available are:

(i) days, evenings, nights (rotation), however the Employer shall endeavor to minimize application of such rotation;

(ii) days only;

(iii) evenings only (only by Employee request);

(iv) nights only (only by Employee request);

(v) evenings and days (rotation);

(vi) nights and evenings (rotation) (only by Employee request);

(vii) nights and days (rotation).

(c) (i) A request by an Employee to work shift patterns 12A.07(b)(iii), (iv) or (vi) shall not be unreasonably denied, provided however that the Employer shall have the right to assign periods of day duty for the purpose of maintaining proficiency totaling not more than one hundred sixteen and one-quarter (116 ¼) regular hours worked in a calendar year. An Employee who has requested to work shift pattern 12A.07(b)(iii), (iv) or (vi), may alter such request only after:

(A) having worked such shift pattern for a minimum of twelve (12) months; and

(B) upon giving written notice to the Employer.



(ii) Upon receiving a request or requests to revert under 12A.07(c), the Employer shall provide all other Employees working shift patterns 12A.07(b)(iii), (iv) or (vi) on the schedule notice of the reversion request to determine whether or not they also wish to revert, commencing with the posting of the revised shift schedule in Article 12A.07(c)(iii)(A). Such notice will be provided regardless of how long the other Employees on the schedule have worked in those shift patterns.

(iii) The Employer:

(A) shall post a revised shift schedule to become effective within fourteen (14) weeks of receiving the initial request(s); and

(B) shall not be required to revise the shift schedule more than once in any twelve (12) month period, commencing from the revised shift schedule's implementation date.

(d) An application under Article 11: Appointments and Transfers, in response to a position with shift patterns listed in Article 12A.07(b)(iii), (iv) or (vi), constitutes an Employee request for the purposes of Article 12A.07.

(e) (i) Employees working shift choices (i), (v) and (vii), shall be assigned a day duty at least one-third (1/3) of the time during the shift cycle. For the purpose of applying the foregoing an Employee will be deemed to have been assigned day duty for those periods of time absent on vacation or on or for a Named Holiday that would have except for such absence been day duty, to which the Employee would have been assigned in accordance with the shift schedule. Scheduled days of rest shall not be considered as day duty for the purpose of applying this provision.

(ii) Where operationally practicable as determined by the Employer, Article 12A.07(e)(i) above may be amended to up to two-fifths (2/5) day duty during the shift cycle.

(f) An Employee will not be required to work split shifts except by mutual agreement between the Employee and the Employer.

12A.08

(a) Employees may exchange shifts among themselves, provided that:

(i) the exchange is agreed to, in writing, between the affected Employees; and

(ii) prior approval of such exchange has been given by the Employee's immediate supervisor; and

- (iii) such exchange must not result in additional costs for the Employer when compared to the Employees' pre-exchange schedules.
  - (b) Where such a request is made in writing, the Employer's reply shall also be in writing no more than seven (7) days after the request is made.
  - (c) Such exchange shall be recorded on the shift schedule.
  - (d) Such exchange shall not be deemed a violation of the provisions of this Collective Agreement.
- 12A.09 When an Employee reports for work as scheduled, and is directed by the Employer to leave, they shall be compensated for the inconvenience by a payment equivalent to three (3) hours' pay at their Basic Rate of Pay.
- 12A.10 A Regular Employee shall not be scheduled to work more than two (2) different shifts between scheduled days off except as mutually agreed between the Employer and the Employee.
- 12A.11 Except when application of this Article is waived by mutual agreement between the Employee and the Employer, where an Employee's scheduled days off are changed without fourteen (14) calendar days' notice, the Employee shall be paid at two times (2X) for all hours worked on what should otherwise have been their off duty days.
- 12A.12 Except when application of this Article is waived by mutual agreement between the Employee and the Employer, if, in the course of a posted schedule, the Employer changes an Employee's scheduled shift, but not their scheduled days off, they shall be paid at the rate of two times (2X) their Basic Rate of Pay for all hours worked during the first (1<sup>st</sup>) shift of the changed schedule, unless fourteen (14) calendar days' notice of such change has been given.
- 12A.13 On the date fixed by proclamation, in accordance with the *Daylight Savings Time Act*, of conversion to Mountain Standard Time, regular hours of work shall be extended to include the resultant additional hour with additional payment due therefor at the applicable overtime rate. On the date fixed by said *Act* for the resumption of Daylight Savings Time, the resultant reduction of one (1) hour in the shift involved shall be effected with the appropriate deduction in regular earnings.
- 12A.14 (a) Employees may work flexible hours by mutual agreement between the Employee and Employer, whereby at a mutually agreeable time the Employer will provide and the Employee shall take time off:
- (i) for those hours worked during the normal rest period; and

- (ii) in place of overtime pay for those hours worked in excess of seven and three-quarter ( $7\frac{3}{4}$ ) hours in a day or thirty-eight and three-quarter ( $38\frac{3}{4}$ ) hours in a week averaged over one (1) cycle of this shift schedule;

in which event Articles 12A.01, 12A.04, 12A.05 and 13 shall have no application.

- (b) The Employee shall be paid for the time taken off in place of overtime pay at the same rate the Employee would have been paid wages had the Employee worked those hours on a normal working day.
- (c) If time off in place of overtime pay is not provided and taken in accordance with the foregoing, the Employee will be paid overtime pay in accordance with Article 13.05.

**ARTICLE 12B**

**HOURS OF WORK**

**FOR COMMUNITY AND MENTAL HEALTH CLINIC EMPLOYEES**

12B.01 Regular hours of work for Full-time Employees, exclusive of meal periods shall be:

- (a) seven and three-quarter ( $7 \frac{3}{4}$ ) consecutive hours per day;
- (b) thirty-eight and three-quarter ( $38 \frac{3}{4}$ ) hours per week averaged over one (1) complete cycle of the shift schedule.

12B.02 Regular hours of work shall be deemed to:

- (a) include, as scheduled by the Employer, either:
  - (i) one (1) rest period of fifteen (15) minutes during each half shift of three point eight seven ( $3.87$ ) hours; or
  - (ii) one (1) rest period of thirty (30) minutes during each full working shift of seven and three-quarter ( $7 \frac{3}{4}$ ) hours, if this is more compatible with scheduling of work assignments;

the alternative to be applied shall be at the discretion of the Employer.

- (b) exclude a meal period of not less than thirty (30) minutes to be scheduled by the Employer during each working day on which the Employee works in excess of four (4) hours.

12B.03 (a) Notwithstanding that the meal break is to be excluded in the calculation of regular hours of work, if the Employer requires an Employee to be readily available for duty during their meal period, they shall be so advised in advance and be paid for that meal period at their Basic Rate of Pay.

- (b) If an Employee is recalled to duty or if the Employer requires an Employee to work during their meal period or rest period they shall be given a full meal period or rest period later in their shift, or, where that is not possible, be paid for the meal period or rest period as follows:

- (i) for a rest period, at two times (2X) their Basic Rate of Pay; or
- (ii) for a meal period for which the Employee is entitled to be paid in accordance with Article 12B.03(a), at two times (2X) their Basic Rate of Pay; or

- (iii) for a meal period for which the Employee is not otherwise entitled to be paid, at two times (2X) their Basic Rate of Pay.
- 12B.04 (a) Except in cases of emergency or by mutual agreement between a Regular Employee and the Employer, shift schedules shall provide for:
  - (i) at least fifteen and one-half (15 ½) hours off duty between shifts, except in units or programs where the operations require staggered start and end times or where the operations provide evening clinics or services. In these units or programs the Employees shall have at least twelve (12) hours off duty between shifts;
  - (ii) at least two (2) consecutive days of rest; and
  - (iii) days off to be scheduled in such a way as to equally distribute weekends off over a shift cycle among Regular Full-time and Regular Part-time Employees who perform the work involved.
  - (iv) Article 12B.04(a)(iii) above does not apply to an Employee who is hired into, or by choice is in, a position that is assigned to work weekends on a regular basis.
  - (v) Employees will not be scheduled to work more than six (6) consecutive days.
- (b) Additional scheduling systems may be mutually agreed to in writing between the Employer and the Union.
- 12B.05 An Employee may work a split shift where agreed, in writing, between the Employer and Employee. No portion of a split shift shall be less than three (3) hours.
- 12B.06 An Employee will be paid for regularly scheduled hours of work at their Basic Rate of Pay when a work period is cancelled by the Employer or client with less than twenty-four (24) hours' notice provided that no alternative assignment is available.
- 12B.07 Employees shall be aware that, in the course of their regular duties, they may be required to work on various shifts throughout the twenty-four (24) hour period of the day and the seven (7) days of the week. The first (1<sup>st</sup>) shift of the working day shall be the one wherein the majority of hours worked fall between twenty-four hundred (2400) hours and zero eight hundred (0800) hours.
- 12B.08 (a) Employees may exchange shifts among themselves, provided that:
  - (i) the exchange is agreed to, in writing, between the affected Employees; and

- (ii) prior approval of such exchange has been given by the Employee's immediate supervisor; and
  - (iii) such exchange must not result in additional costs for the Employer when compared to the Employee's pre-exchange schedule.
- (b) Where such a request is made in writing, the Employer's reply shall also be in writing no more than seven (7) days after the request is made.
  - (c) Such exchange shall be recorded on the shift schedule.
  - (d) Such exchange shall not be deemed a violation of the provisions of this Collective Agreement.

12B.09 On the date fixed by proclamation, in accordance with the *Daylight Savings Time Act*, of conversion to Mountain Standard Time, regular hours of work shall be extended to include the resultant additional hour with additional payment due therefor at the applicable overtime rate. On the date fixed by said *Act* for the resumption of Daylight Savings Time, the resultant reduction of one (1) hour in the shift involved shall be effected with the appropriate deduction in regular earnings.

- 12B.10
- (a) Employees may work flexible hours by mutual agreement between the Employee and Employer, whereby at a mutually agreeable time the Employer will provide and the Employee shall take time off:
    - (i) for those hours worked during the normal rest period; and
    - (ii) in place of overtime pay for those hours worked in excess of seven and three-quarter ( $7 \frac{3}{4}$ ) hours in a day or thirty-eight and three-quarter ( $38 \frac{3}{4}$ ) hours in a week averaged over one (1) cycle of this shift schedule,

in which event Articles 12B.01, 12B.04 and 13 shall have no application.

- (b) The Employee shall be paid for the time taken off in place of overtime pay at the same rate the Employee would have been paid wages had the Employee worked those hours on a normal working day.
- (c) If time off in place of overtime pay is not provided and taken in accordance with the foregoing, the Employee will be paid overtime pay in accordance with Article 13.05.

- 12B.11
- (a) Every reasonable effort will be made to schedule Regular Employees to their regular FTE.
  - (b) Every reasonable effort will be made to distribute additional work at the site on the basis of seniority.

- (c) Notwithstanding Article 12B.11(b), where there are unusual circumstances that require unique skills, consideration for patient care requirements, consideration for program efficiency and effectiveness, or where Employees are not available, the Employer may utilize the most appropriate Employee.
- (d) Additional hours includes work of a temporary or project nature.

12B.12

**Optional Scheduling Provision**

There will be an optional scheduling system available. An extended work day may be implemented between the Union and the Employer. The regular hours of this scheduling system shall not exceed:

- (a) ten (10) consecutive hours per day at the Basic Rate of Pay;
- (b) seventy-seven point five (77.5) hours averaged over fourteen (14) calendar days.

**ARTICLE 13**

**OVERTIME**

- 13.01 (a) Overtime is all time authorized by the Employer and worked by an Employee in excess of seven and three-quarter (7  $\frac{3}{4}$ ) hours per day, and/or on the scheduled days of rest for Full-time Employees. The Employer shall provide on each ward or unit overtime forms which are to be signed by the designated authorizing person and a copy shall be given to the Employee at the time the overtime is worked.
- (b) The Employer shall designate an individual at the site who may authorize overtime. The Employer shall not unreasonably deny authorization after the fact for overtime worked where such overtime has arisen as a result of unforeseeable circumstances in which it is impossible to obtain prior authorization.

13.02 The overtime rate of two times (2X) the applicable Basic Rate of Pay shall be paid for all overtime worked immediately following or preceding an Employee's scheduled shift.

13.03 Where an Employee works overtime on a Named Holiday in accordance with Article 22, Named Holiday pay as outlined in Article 22.03 shall not apply for overtime hours worked. Overtime worked on a Named Holiday shall be paid as follows:

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

13.04 The overtime rate of two times (2X) the applicable Basic Rate of Pay shall be paid for overtime on all days off that are worked.

**AMD** 13.05 Overtime may be accumulated and taken in time off at a mutually acceptable time at the applicable premium rate. ~~Such accumulation shall not exceed thirty eight and three quarter (38  $\frac{3}{4}$ ) hours.~~ Time off not taken by the last pay period end date in March in any given year shall be paid out unless otherwise mutually agreed. Such request to carry-over lieu time shall be submitted by the Employee in writing prior to February 1<sup>st</sup> and shall not be unreasonably denied.

13.06 An Employee who attends an overnight client recreational/therapeutic activity authorized by the Employer shall be paid, in addition to their basic rate for their normal shift, an allowance of forty dollars (\$40.00) for each day in attendance at such activity. Participation by an Employee in such activity shall be voluntary.



- 13.07 An Employee who works in excess of four (4) hours of overtime immediately following a scheduled shift shall be provided with access to a meal and snacks at no cost.
- 13.08 Except in cases of emergency, no Employee shall be requested or permitted to work more than sixteen (16) hours (inclusive of regular hours and overtime hours) in a twenty-four (24) hour period beginning at the first (1<sup>st</sup>) hour the Employee reports for work.
- 13.09
- (a) Where an Employee works overtime immediately following their shift and there is not a minimum of seven and one-half (7 ½) consecutive 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 seven and one-half (7 ½) consecutive hours of rest before commencing their next shift without loss of earnings.
  - (b) The Employee in the above situation will advise the Employee's supervisor, as far in advance as possible and in any event, not less than two (2) hours in advance of the next shift, that the Employee will not be reporting for duty at the scheduled time.

**ARTICLE 14**

**SALARIES**

- 14.01 The Basic Rates of Pay as set out in the Salary Schedule shall be applicable to all Employees covered by this Collective Agreement.
- 14.02 Subject to any of the other terms of this Collective Agreement providing for the withholding or delay in granting of an increment, an Employee's Basic Rate of Pay will be advanced to the next higher Basic Rate of Pay following:
- (a) in the case of a Full-time Employee, one (1) year of service, excluding unpaid absences of thirty (30) consecutive days or more; or
  - (b) Part-time and Casual Employees shall be entitled to an increment on the completion of two thousand twenty-two and three-quarter (2,022  $\frac{3}{4}$ ) hours worked and thereafter a further increment upon the completion of each period of one thousand eight hundred thirteen and one-half (1,813  $\frac{1}{2}$ ) hours worked to the maximum increment granted Full-time Employees.
- 14.03 When an Employee is transferred to a classification with a higher rate of pay, they shall be advanced to the start rate of such higher classification, except where that start rate is lower than the Employee's existing Basic Rate of Pay. In the latter case, they shall be advanced to the next higher increment that provides an increase to the existing Basic Rate of Pay.
- 14.04
- (a) When an Employee voluntarily transfers to a classification with a lower rate of pay, their salary shall be adjusted immediately to the basic rate they would have been entitled to, had they been in the lower rated classification from commencement of employment.
  - (b) An Employee whose position is reclassified to one with a lower Basic Rate of Pay, through no cause of their own, shall continue to receive their previous Basic Rate of Pay until the Basic Rate of Pay for the lower paid classification is equal to or greater than their previous Basic Rate of Pay, or for a period of twenty-four (24) months, whichever is earlier, at which time they will then receive the Basic Rate of Pay for the classification to which the position is allocated.
- 14.05 Should the Employer find it necessary to create a new classification during the life of this Collective Agreement, the new classification will be included within the scope of the unit for which the Union is the certified bargaining agent provided that:
- (a) The Parties to this Collective Agreement mutually agree that the classification is within the scope of the unit for which the Union is the certified bargaining agent or, failing that;

- (b) The Labour Relations Board rules that the new classification is within the scope of the unit for which the Union is the certified bargaining agent.

14.06

**New Classifications**

- (a)
  - (i) When a new classification is created under Article 14.05 above, for which there is no pay scale in this Collective Agreement, the Employer may establish a pay scale and agrees to give written notice to the Union of the new classification and the pay scale for such classification within twenty (20) calendar days.
  - (ii) The Union may contest the pay scale by sending written notice to the Employer not later than twenty (20) calendar days from the date of the Employer's notice. Should the Union not provide the Employer with notice within this twenty (20) calendar day time limit, the Union shall not refer the matter to Arbitration in Article 14.06(a)(iii).
  - (iii) Should the Parties, through discussion and negotiations, not be able to agree to the pay scale, the Union may, within sixty (60) calendar days of the date the new classification was created, refer the salary scale to Arbitration pursuant to Article 37.06. Should the Union not refer the matter to Arbitration within this sixty (60) calendar day time limit, the Employer's final position shall be implemented.
  - (iv) If the pay scale is amended as a result of negotiations or arbitration, the amended pay scale shall be effective from the date the Union received notice from the Employer of the new classification.
- (b) Should the Parties through discussion and negotiation, not be able to agree to a position title, it is understood that the Employer's decision in respect to the position title shall not be subject to the Grievance and Arbitration procedure.

14.07

**Classification Review**

- (a) An Employee who has reason to believe that they are improperly classified due to a substantial change in job duties, may apply to the Department Director, or designate, to have the Employee's classification reviewed. The Director, or designate, will review the Employee's application and advise the Employee of the Employer's decision.
- (b) Following the Employer's decision in Article 14.07(a), should the Employee feel that they are still improperly classified, they may request that the matter be further reviewed by discussion between the Union and the Employer.

- (c) The Employer shall notify the Union of its decision within sixty (60) calendar days of the matter being brought by the Union to the Employer under Article 14.07(b).
- (d) The Employer's decision in Article 14.07(c) shall not be subject to the Grievance and Arbitration procedure.

14.08 In the event that the Employer varies the duties of a job classification substantially, the Union may apply for a determination as to whether a new classification has been created.

14.09 When an Employee has experience satisfactory to the Employer, the Employee's starting salary shall be adjusted as follows:

- (a) Experience prior to a four (4) year lapse will not be recognized.
- (b) All experience satisfactory to the Employer shall be recognized on a one-on-one basis, up to the top increment in the salary scale.
- (c) The Employer may recognize experience if more than a four (4) year lapse has occurred and the Employee has fulfilled the licensing requirements of the College of Licensed Practical Nurses of Alberta (CLPNA).

Additional time worked, measured in monthly units and not credited for the purposes of initial placement on the salary scale, shall be applied towards the calculation of the next increment.

14.10 Only Employees entitled to designation as a Licensed Practical Nurse pursuant to the *Health Professions Act R.S.A. 2000, c. H-7* shall be employed as a Licensed Practical Nurse.

14.11 Should the Employer issue an Employee an overpayment of wages and/or entitlements, then the Employer may make the necessary monetary or entitlement adjustments and take such internal administrative action as is necessary to correct such errors. The Employer shall notify the Employee in writing that an overpayment has been made and discuss repayment options. By mutual agreement between the Employer and the Employee, repayment arrangements shall be made. In the event mutual agreement cannot be reached, the Employer shall recover the overpayment by deducting up to ten percent (10%) of the Employee's gross earnings per pay period. If the Employee resigns or is terminated for cause prior to repayment, the Employer may deduct the balance left owing from their final pay cheque or other funds due on termination.

DEL

**ARTICLE 15**

**NOTICE OF SUBCONTRACTING**

~~15.01 In the event Regular Employees will be displaced due to subcontracting, the Employer will notify the Union with as much advance notice as possible of such change and will meet and discuss reasonable measures to protect the interests of Employees so affected.~~

**PROPOSAL: Deletion upon agreement with ingoing Job Security/No Contracting out proposals.**

**AUPE reserves the right to introduce proposals during bargaining.**

**ARTICLE 16**

**SHIFT DIFFERENTIAL**

- 16.01 A shift differential 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 one (1) hour is 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.
  - (d) Notwithstanding (b) above, for Employees working a shift that concludes between fifteen hundred (1500) and seventeen hundred (1700) hours, no shift differential will be paid.
- 16.02 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 one (1) hour is 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 one (1) hour is 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 of twenty-three hundred (2300) hours to zero seven hundred (0700) hours.
- 16.03 All premiums payable under this Article shall not be considered as part of the Employee's Basic Rate of Pay.
- 16.04 Where applicable, an Employee shall be eligible to receive both shift differential and weekend premium.

**ARTICLE 17**

**WEEKEND PREMIUM**

- 17.01 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 a 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 one (1) hour is worked within a 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.
  - (d) Notwithstanding (b) above, for Employees working a shift that concludes between fifteen hundred (1500) hours and seventeen hundred (1700) hours on a Friday, no weekend premium will be paid for hours worked on the Friday.
- 17.02 All premiums payable under this Article shall not be considered as part of the Employee's Basic Rate of Pay.
- 17.03 Where applicable, an Employee shall be eligible to receive both shift differential and weekend premium.

**ARTICLE 18**

**TEMPORARY ASSIGNMENTS**

**AUPE Reserves the right to introduce proposals during bargaining.**

- 18.01 When an Employee is assigned to replace another Employee in a higher paid classification within this Collective Agreement for two (2) consecutive hours or longer, they shall be paid the Basic Rate of Pay for the classification in which the Employee is relieving, providing they are qualified to perform the substantive duties of the higher paid classification. When an Employee is required temporarily to perform the duties of a lower paid classification, their Basic Rate of Pay will not be changed.
- 18.02 Where the Employer designates an Employee to assume responsibility for staff supervision, clinical coordination and administrative/organizational duties, as required, they shall be paid an additional one dollar and twenty-five cents (\$1.25) per hour.
- 18.03 (a) An Employee assigned by the Employer to act as a Preceptor for students in:
- (i) the Licensed Practical Nurse program or any specialized practice education or training program, as recognized by the CLPNA; or
  - (ii) a post-secondary program recognized by the Employer as required qualifications for a position within the scope of this Collective Agreement,
- shall receive an additional sixty-five cents (\$0.65) per hour.
- (b) The Employer will give consideration to those Employees who express interest in accepting assignments as a preceptor.
- (c) "Preceptor" shall mean an Employee who is assigned to supervise, educate and evaluate students referred to in Article 18.03(a) above.



**ARTICLE 19**

**ON-CALL DUTY**

- 19.01 The words "on-call duty" shall be deemed to mean any period during which an Employee is not on regular duty and during which the Employee is on-call and must be reasonably available to respond without undue delay to any request to report for duty.
- 19.02 (a) The following scheduling provisions for on-call duty shall be applicable where it is operationally possible to do so.
- (b) Regulations in respect of approval or authorization for on-call duty and the procedures which are to be followed by the Employee and the Employee's supervisor in respect of a duty roster or such other administrative controls as may be deemed necessary or desirable, shall be prescribed by the Employer. No Employee shall be assigned on-call duty for more than two (2) weekends in a five (5) week period.
- (c) The duty roster for "facility on-call duty" shall be posted in advance for the period specified in Article 12A.04.
- (d) Where there are Employees working on a Saturday, Sunday or Named Holiday, where possible, an Employee not scheduled to work on that day shall not be assigned on-call duty for that day or for the evening prior to that day.
- (e) The Employer shall endeavour to avoid placing an Employee "on-call" on the evening prior to or during scheduled off duty days other than those referred to in Article 19.02(c).
- 19.03 The Employer shall pay three dollars and thirty cents (\$3.30) per hour to an Employee who is assigned on-call duty on a regular work day, and four dollars and fifty cents (\$4.50) per hour to an Employee who is assigned on-call duty on their scheduled day off or on a Named Holiday. A Named Holiday or scheduled day off shall run from zero one (0001) hours on the Named Holiday or scheduled day off, to twenty-four hundred (2400) hours of the same day.

- 19.04 (a) For each occasion that an Employee is called back to duty during the Employee's on-call period, in addition to the payment received for being on-call, the Employee shall be deemed to be working overtime and shall be paid for all hours worked during the on-call period or for three (3) hours, whichever is the longer, at the overtime rate. An Employee called back to duty will be permitted to leave upon completion of the procedure for which they were called back. However, any further requests for procedures received by an Employee prior to leaving following completion of the work required on the initial call shall be considered one (1) call for the purpose of determining call-back pay.
- (b) When a Regular ~~or Temporary~~ Employee who has not been assigned "on-call duty", is called and required to report for work without undue delay, they shall be deemed to be working overtime and shall be paid for all hours worked or for three (3) hours, whichever is the longer, at the overtime rate.

19.05 Where the Employer requires an Employee to carry a pocket pager while on-call, such pagers shall be supplied by the Employer. The number and distribution of pagers shall be determined by the Employer and shall remain the property of the Employer.

19.06 Call-back compensation may be taken as such or in time off in accordance with the provisions of Article 13.05.

**AMD** 19.07 ~~Where an Employee works more than six (6) hours on a call-back pursuant to Article 19.04, they shall be entitled to eight (8) hours rest before commencing their next scheduled shift, without loss of regular earnings.~~

**Where Employees works pursuant to this article and there is not a minimum of 8 consecutive hours off duty in the 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 earnings.**

19.08 **Telephone Consultation**

When an Employee is consulted by telephone and has been:

- (a) assigned on-call duty and is authorized by the Employer to handle job-related matters without returning to the workplace; or
- (b) not assigned on-call duty but is pre-authorized by the Employer to handle job-related matters without returning to the workplace;

the Employee shall be paid at the applicable rate for the total accumulated time spent on telephone consultation(s) and corresponding documentation 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 20**

**AMBULANCE DUTY**

20.01 An Employee assigned to travel by ambulance shall be paid fifty dollars (\$50.00) per round trip of seventy (70) kilometres or greater from their place of employment.

In addition to the payment in Article 20.01 above:

(a) in the event circumstances permit an immediate return to their place of employment, the Employee shall be paid at their Basic Rate of Pay and/or, if applicable, the overtime rate(s) as stated in Article 13: Overtime, to which they are entitled up to the time:

(i) the patient is released into the care of the receiving site; or

(ii) their scheduled work period would otherwise have ended; or

(iii) they have returned to their place of employment;

whichever is the later and they shall be reimbursed for reasonable and substantiated expenses incurred.

(b) In the event circumstances prevent an immediate return to the Employee's place of employment, they shall be entitled to:

(i) no loss of regular earnings for time not worked on regularly scheduled shifts as a result of the ambulance duty; and

(ii) be reimbursed for reasonable and substantiated expenses incurred; and

(iii) their Basic Rate of Pay and/or, if applicable, the overtime rate(s) as stated in Article 13: Overtime, for the time spent on the return trip on the same basis as if they had been working at their place of employment.

20.02 The Employer shall establish a roster on which Employees may indicate their willingness to perform ambulance duties. An Employee who has not placed their name on such roster shall not be required to take an ambulance assignment except where no Employee on the roster is immediately available to be assigned such duty.

**ARTICLE 21**

**TRANSPORTATION AND SUBSISTENCE**

21.01 Employees who normally travel from the site to their place of residence by means of public transportation following the completion of their shift, but are prevented from doing so by being required to remain on duty longer than their regular shift and past the time when normal public transportation is available, shall be reimbursed for the cost of reasonable, necessary and substantiated transportation expense from the site to their place of residence.

21.02 (a) When an Employee is required by the Employer to provide an automobile for use in their employment, they shall be reimbursed at the rate of fifty-two cents (\$0.52) per kilometre for all required travel necessitating the use of their automobile, subject to the provisions of Article 21.04.

(b) When an Employee is not required by the Employer to provide an automobile for use in their employment and they choose to use their own automobile, they shall be reimbursed at the rate of forty-six cents (\$0.46) per kilometre (or at Government of Alberta rates, whichever is greater), subject to the provisions of Article 21.04.

(c) Where the Employer provides and/or directs an Employee to use alternate transportation, Article 21.02(a) and (b) above shall not apply.

21.03 An Employee who is required by the Employer to provide an automobile for use in their employment, and to maintain business use insurance coverage as a result, shall be required to submit evidence of annual business insurance coverage when the vehicle is used on such business. The Employer shall reimburse the Employee as follows:

Cost of Business Use Insurance Coverage		Cost of Personal Use Insurance Coverage		Reimbursement to Maximum
\$ _____	Less	\$ _____	=	of \$500.00 per
(Basic Age Group - Good Record)		(Basic Age Group - Good Record)		year

21.04 (a) Time spent traveling to the site at the start of the day, or returning from the site at the end of the day, is on an Employee's own time and unpaid, except in the following circumstances:

(i) for the first (1<sup>st</sup>) and last Employer-authorized business of the working day, kilometreage shall not be paid for travel within the twenty (20) kilometre radius of the site;

- (ii) if the first (1<sup>st</sup>) or last Employer-authorized business of the working day occurs outside the twenty (20) kilometre radius from the site, kilometreage and time shall be paid for travel beyond the twenty (20) kilometre radius.
- (b) Time spent traveling between sites during the workday is work time.
- (c) Where Article 21.02(a) applies and during the course of a workday the Employee is required to report to the site there shall be no cost to the Employee for parking or reasonable parking expenses shall be reimbursed.
- (d) Reimbursement for kilometreage shall be paid for all travel on Employer-authorized business during the course of a shift.

21.05

**Subsistence**

Employees who are required to travel beyond a fifty (50) kilometre radius from the site or fifty (50) kilometres from their designated work area (where that work area exceeds a fifty (50) kilometre radius from their site) on business authorized by the Employer, shall be reimbursed for expenses incurred as shown below (or at Government of Alberta rates, whichever is greater):

(a) **Meals**

Breakfast	\$9.20
Lunch	\$11.60
Supper	\$20.75

Reimbursement for meals may be claimed as follows:

- (i) breakfast, if the time of departure is earlier or the time of return is later than zero seven thirty (0730) hours; or
- (ii) lunch, if the time of departure is earlier or the time of return is later than thirteen hundred (1300) hours; or
- (iii) supper, if the time of departure is earlier or the time of return is later than eighteen thirty (1830) hours.

(b) **Per Diem Allowance**

A per diem allowance of seven dollars and thirty-five cents (\$7.35) may be claimed for each twenty-four (24) hour period while away from home.

(c) **Accommodation**

Where an Employee requires overnight accommodations in conducting required or authorized Employer business, the Employee may claim reimbursement as follows:

- (i) full reimbursement for approved hotel or motel accommodation upon the provision of a receipt;
- (ii) where no accommodation receipt is produced, a flat rate of twenty dollars and fifteen cents (\$20.15) may be claimed in lieu of the allowance claimable under sub-section (i).

21.06 **Miscellaneous Travel Cost**

- (a) Where it is necessary to use taxis or other transportation for travel on Employer business, the incurred costs shall be reimbursed by the Employer upon submission of receipts.
- (b) Parking charges incurred while on Employer business shall be reimbursed upon submission of receipts.

**ARTICLE 22**

**NAMED HOLIDAYS**

22.01 (a) Regular Full-time Employees shall be entitled to receive a day off with pay on or for the following 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 Holiday	

and any day proclaimed to be a holiday by:

- (i) The Government of the Province of Alberta; or
- (ii) The Government of Canada.

Further, any day proclaimed by the government of the municipality to be a civic holiday for general observance by the municipal community in which the site is located.

(b) In addition to the foregoing Named Holidays, Full-time Employees who are in the employ of the Employer on July 1<sup>st</sup>, shall be granted an additional holiday as a Floater Holiday. The Floater Holiday will be scheduled at a time mutually agreed upon between the Employer and Employee. If the holiday is not taken by the last day of December in any given year, the Employee shall receive payment for such day at their Basic Rate of Pay.

(c) Notwithstanding the foregoing, while:

- (i) on layoff; or
- (ii) in receipt of compensation from the Workers' Compensation Board in excess of thirty (30) calendar days; or
- (iii) an unpaid absence during which the Employee is in receipt of weekly indemnity as provided for by the short-term disability income insurance plan or the long-term disability income insurance plan; or
- (iv) on other leaves of absence in excess of thirty (30) calendar days for any reason;



an Employee shall not be entitled to:

- (v) a day off with pay; or
- (vi) payment in lieu thereof;

for the aforementioned Named Holidays.

22.02 Subject to Article 22.01(c), 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 holiday when scheduled or required to do so.

22.03 Notwithstanding Article 2.13, an Employee required by the Employer to work on a Named Holiday shall be paid for all hours worked on a Named Holiday at one and one-half times (1 ½X) their Basic Rate of Pay plus:

- (a) an alternate day or hours off at a mutually agreed time; or
- (b) by mutual agreement, a day or hours off added to the Employee's next annual vacation; or
- (c) 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.
- (d) Notwithstanding Article 2.13, Employee's obliged to work on Christmas Day or August Civic Holiday 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;
  - (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.

22.04 When a Named Holiday falls on a day that would:

- (a) otherwise be a Regular Employee's regular scheduled day off; or
- (b) during an Employee's vacation;

the Employee shall receive:

- (c) an alternate day or hours off at a mutually agreed time; or
- (d) failing mutual agreement within thirty (30) calendar days following the Named Holiday of the option to be applied, the Employee shall receive payment for such day at their Basic Rate of Pay.

22.05 Alternate days off pursuant to Articles 22.03 and 22.04 not taken as of the first (1<sup>st</sup>) pay period after March 1<sup>st</sup> every year shall be paid out at the Basic Rate of Pay.

22.06 Subsequent to the application of Articles 23.04(a) and (b):

- (a)
  - (i) An Employee shall be so scheduled as to provide them with days off on at least three (3) of the actual Named Holidays. In addition, they shall be given either Christmas or New Year's Day off unless otherwise requested by the Employee.
  - (ii) Every reasonable effort shall be made to rotate the requirement to work Christmas or New Years from year-to-year.
- (b)
  - (i) An Employee granted Christmas Day off in accordance with Article 22.06(a) shall be scheduled such that they shall have two (2) consecutive days where they will not be obliged to work (i.e., December 24<sup>th</sup> and 25<sup>th</sup> or December 25<sup>th</sup> and 26<sup>th</sup>); and
  - (ii) An Employee granted New Year's Day off in accordance with Article 22.05(a) shall be scheduled such that they shall have two (2) consecutive days where they shall not be obliged to work (i.e., December 31<sup>st</sup> and January 1<sup>st</sup> or January 1<sup>st</sup> and 2<sup>nd</sup>).

**ARTICLE 23**

**VACATION**

23.01 **Definition**

For the purpose of this Article "Vacation" means vacation with pay.

23.02 **Vacation Entitlement**

(a) During each year of continuous service in the employ of the Employer, an Employee shall earn entitlement to a vacation with pay and the rate of earning entitlement shall be as follows:

(i) during the first (1<sup>st</sup>) year of such employment an Employee earns a vacation at the rate of fifteen (15) working days (one hundred sixteen and one-quarter (116 ¼) hours);

(ii) during the second (2<sup>nd</sup>) to ninth (9<sup>th</sup>) years of employment, an Employee earns a vacation at the rate of twenty (20) working days (one hundred and fifty-five (155) hours);

(iii) during the tenth (10<sup>th</sup>) to nineteenth (19<sup>th</sup>) years of employment, an Employee earns a vacation at the rate of twenty-five (25) working days (one hundred ninety-three and three-quarter (193 ¾) hours); and

(iv) during the twentieth (20<sup>th</sup>) and subsequent years of employment, an Employee earns a vacation at the rate of thirty (30) working days (two hundred thirty-two and one-half (232 ½) hours).

(b) **Vacation Earning Portability**

Where a voluntarily terminated Employee commences employment within six (6) months of date of termination of employment with the same Employer or another Employer signatory to a Collective Agreement containing this provision, such Employee shall accrue vacation entitlement as though their employment has been continuous. At the request of the Employee, the Employer shall provide the Employee with a written statement of their vacation entitlement upon termination.

(c) **Supplementary Vacation**

(i) Upon reaching the employment anniversary of twenty-five (25) years of continuous service, Employees shall have earned an additional one-time 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 Article 23.04, 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. Any supplementary vacation not taken prior to an Employee achieving a subsequent supplementary vacation entitlement shall lapse.

23.03

- (a) Notwithstanding Article 23.02, vacation with pay shall not accrue during periods while:
  - (i) on layoff;
  - (ii) on unpaid absence during which the Employee is in receipt of weekly indemnity as provided for by the short-term disability income insurance plan or long-term disability income insurance plan;
  - (iii) in receipt of compensation from the Workers' Compensation Board in excess of thirty (30) calendar days; and
  - (iv) on leave of absence in excess of thirty (30) calendar days for any reason.
- (b) Vacation benefits will accrue during the remainder of the year proportionate to the period worked.

23.04

**Time of Vacation**

- (a) (i) As far as possible, Regular Full-time Employees shall be granted their choice of vacation periods; however, the final allotment of vacation remains within the responsibility and the authority of the Employer. The Employer shall post the vacation schedule planner by January 1<sup>st</sup> of each year. Where an Employee submits their 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 the same year. A vacation period may be divided by mutual agreement between the Employee and the Employer.
- (ii) When an Employee submits a written vacation request after April 30<sup>th</sup>, the Employer shall provide written approval or disapproval of the vacation request within ten (10) working days of the request.
- (b) Seniority within each classification shall be the determining factor when there is a dispute regarding preference for the time that vacation is to be taken.
- (c) A request to utilize vacation shall be made in writing to the Employer. The request shall be subject to the approval of the Employer and shall not exceed the number of vacation days accrued to the date of the first (1<sup>st</sup>) day of vacation.
- (d) 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.
- (e) An Employee shall be permitted to maintain a level of vacation accrual up to one (1) year's vacation entitlement, plus an additional five (5) days.

23.05

An Employee required by the Employer to return to work during their vacation will receive two times (2X) their Basic Rate of Pay for hours worked. In addition to receiving the premium pay, the time so worked will be rescheduled as vacation leave with pay.

23.06

**Vacation Pay on Termination**

- (a) If employment is terminated by an Employee without giving proper notice, pursuant to Article 41.01, notwithstanding any other provisions of the Collective Agreement, such Employee shall receive vacation pay at the rate prescribed in the *Employment Standards Code* concerning vacation with pay. The Employer may waive this clause if termination is due to illness or for other reasons which are acceptable to the Employer.
- (b) If employment is terminated, and proper notice given, the Employee shall receive payment in lieu of the Employee's accrued vacation bank.

- (c) When an Employee is discharged for cause, vacation pay shall be at the rate prescribed in the *Employment Standards Code*.

**ARTICLE 24**

**EMPLOYEE BENEFIT PLANS**

**PROPOSAL: Introduce one Benefit plan for all units.**

24.01 The Employer shall facilitate the procurement, by Regular ~~and Temporary Employees~~, of insurance protection by way of participation in group insurance plans, subject to the enrolment and other requirements of the Insurer. Provided that said enrolment and other requirements are met, the following group insurance plans shall be continued or implemented:

- (a) Alberta Health Care Insurance Plan;
- (b) Health Benefits Trust of Alberta (HBTA), or equivalent, inclusive of:
  - (i) Group Life Insurance (Basic);
  - (ii) Accidental Death and Dismemberment (Basic);
  - (iii) Short-term Disability [income replacement for a period of up to one hundred and twenty (120) working days during a qualifying disability equal to sixty-six and two-thirds percent (66 2/3%) of basic weekly earnings to the established maximum following a fourteen (14) day elimination period where applicable. The Short-term Disability 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 Short-term Disability shall commence on the fifteenth (15<sup>th</sup>) day following the commencement of non-hospitalized sickness];
  - (iv) Long-term Disability [income replacement during a qualifying disability equal to sixty-six and two-thirds percent (66 2/3%) of basic monthly earnings to the established maximum following a one hundred and twenty (120) working day elimination period];
  - (v) Alberta Blue Cross Dental Plan or equivalent, which provides for the reimbursement of 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 dental fee guide. A maximum annual reimbursement of three thousand dollars (\$3,000) per insured person per benefit year shall apply to Extensive Services. Orthodontic Services shall be subject to a lifetime maximum reimbursement of three thousand dollars (\$3,000) per insured person; and

**Effective April 1, 2019, Article 24.01(b)(v) will be amended as follows:**

- (v) Alberta Blue Cross Dental Plan or equivalent, which provides for the reimbursement of 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 dental fee guide. A maximum annual reimbursement of three thousand dollars (\$3,000) per insured person per benefit year shall apply to Extensive Services. Orthodontic Services shall be subject to a lifetime maximum reimbursement of three thousand dollars (\$3,000) per insured person; and
- (vi) Alberta Blue Cross Supplementary Benefits Plan, or equivalent.

(c) **EI SUB Plan**

At the Employer's option, an "EI SUB Plan" to supplement an eligible Employee's Employment Insurance to meet the Employer's obligation to provide disability payments during the valid health-related period for being absent from work due to pregnancy. The valid health-related period is one for which they have the medical substantiation required pursuant to Article 25.05.

24.02 Enrolment by:

- (a) Regular Full-time Employees;
- (b) Regular Part-time Employees, whose regular hours of work exceed fifteen (15) hours per week averaged over one (1) complete cycle of the shift schedule; and
- (c) ~~Temporary Employees whose hours of work exceed fifteen (15) hours per week averaged over one (1) complete cycle of the shift schedule:~~
  - ~~(i) whose anticipated term of temporary employment is six (6) months or longer; or~~
  - ~~(ii) who has completed six (6) months of continuous service as a Temporary Employee and will continue to be employed as a Temporary Employee;~~

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

24.03 The premium costs shall be shared, seventy-five percent (75%) by the Employer and twenty-five percent (25%) by the Employee.



- 24.04 The Employer shall make available to eligible Employees brochures outlining the above plans.
- 24.05 The Employer, will provide one (1) copy of each of the plans to the Union. Where the HBTA Plan is not in force with any given Employer, the Employer will provide a copy of its plan to the Union.

**ARTICLE 25**

**SICK LEAVE**

- 25.01 (a) Sick leave is provided by the Employer, for the purpose of maintaining regular earnings, during absences due to illness or accidents for which compensation is not payable under the *Workers' Compensation Act* or for quarantine by a Medical Officer of Health.
- (b) The Employer recognizes that alcoholism, drug addiction and mental illness, are illnesses which can respond to therapy and treatment, and that absences from work due to such therapy shall be considered sick leave.

25.02 An Employee shall be allowed a credit for sick leave from the date of employment at the rate of one and one-half (1 ½) working days for each full month of employment up to a maximum credit of one hundred and twenty (120) working days.

In the case of:

- (a) illness;
- (b) injury;
- (c) layoff;
- (d) leave of absence;
- (e) unpaid leave while in receipt of weekly indemnity as provided for by the short-term disability insurance plan or the long-term disability insurance plan;
- (f) periods while in receipt of compensation from the Workers' Compensation Board;

sick leave shall not accrue during the period of such absence in excess of one (1) month.

25.03 Employees reporting sick shall advise the Employer as soon as possible and regularly thereafter as required by the Employer.

25.04 Subject to Articles 25.01, 25.02 and 25.03 above, an Employee granted sick leave shall be paid, at their Basic Rate of Pay for regularly scheduled shifts absent due to illness, and the number of hours thus paid shall be deducted from their accumulated sick leave credits up to the total amount of their accumulated credits at the time the sick leave commenced.

- 25.05 Employees may be required to submit satisfactory proof to the Employer of any illness, non-occupational accident or quarantine when circumstances make it reasonable to do so. Where the Employee must pay a fee for such proof, the full fee shall be reimbursed by the Employer. Payment of sick leave benefit shall not be effected until required substantiation has been supplied.
- 25.06 When an Employee has accrued the maximum sick leave credit of one hundred and twenty (120) working days, 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.
- 25.07 (a) If an Employee requires time off for the purpose of attending a dental, physiotherapy, optical or medical appointment, provided they have been given prior authorization by the Employer, such absence shall be ~~charged against their accumulated sick leave~~ **without loss of pay**.
- (b) When an Employee is required to travel for the purpose of medical referral and/or treatment, they shall have the right to utilize accumulated sick leave credits for such absence, provided they have been given prior authorization by the Employer.
- (c) The Employee may be required to submit satisfactory proof of appointments referred to in Article 25.07(a) and (b).
- 25.08 (a) 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 they have substantiated their claim for sick leave, income continuance thereafter will be in accordance with Article 25.04.

Notwithstanding the foregoing, should an Employee demonstrate to the satisfaction of the Employer that they were admitted to a hospital as an "in-patient" during the course of their vacation, they 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 Article 25.04. Vacation time not taken as a result of such stay in hospital shall be rescheduled to a mutually agreed later time frame.

- (b) 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 Article 25.04 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.

25.09 Upon request of an Employee but not more frequently than once a year, the Employer shall advise an Employee of their accrued sick leave credits.

25.10 An Employee who has accrued sick leave entitlement under the terms of this Collective Agreement shall, upon the voluntary termination of their employment with the Employer, be entitled to retain such entitlement provided they enter into employment with an Employer who is also Party to a collective agreement with an identical sick leave provision, within six (6) months of the date of their termination of employment. Otherwise sick leave credits shall be cancelled and no payments shall be due therefore. This entitlement shall not apply during the Employee's probationary period. At the request of the Employee, the Employer shall provide the Employee with a written statement of their sick leave entitlement upon termination.

25.11 For the purpose of computing sick leave accumulation, the following shall be counted as working days:

- (a) days on which the Employee is on vacation;
- (b) days on which the Employee is on leave of absence with pay pursuant to the terms of this Collective Agreement; and
- (c) days on which the Employee is absent from work while attending official Union business.

25.12 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 except as provided in Article 27.01(g), for the duration of the illness or as provided below, whichever first occurs. The Employee shall keep the Employer advised as to when they shall be expected back to work and shall provide the Employer with twenty-eight (28) days' written notice of readiness to return to work and:

- (a) if the Employee is capable of performing the duties of their former position they shall be reinstated by the Employer in the same position which they held immediately prior to their disability at not less than the same increment in the salary schedule and other benefits that accrued to them prior to their disability;

- (b) if the Employee is incapable of performing the duties of their former position, but is capable of performing the duties of their former classification, a reasonable effort shall be made by the Employer to place them in an available position that they are capable of performing. In such a case the Union agrees to waive the posting provisions of the Collective Agreement.

25.13 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 11, 12A, 12B, 29A, 29B, 40A, 40B and 40C.

25.14 An Employee whose status has changed due to layoff from Regular Employee to a Casual Employee, with the same Employer, shall have their sick leave credits suspended, and should they return to regular employment with the Employer, the accrued sick leave credits shall be reinstated.

**ARTICLE 26**

**WORKERS' COMPENSATION**

- 26.01 (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 pursuant to Article 25.12.
- (b) For the purposes of Article 26, full net take home pay shall be calculated at the Basic Rate of Pay for regularly scheduled hours of work, less any statutory deductions and benefit deductions as calculated prior to the accident referenced in Article 26.01(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.
- 26.02 An Employee receiving compensation benefits under Article 26.01 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 Articles 23.03, 25.02, and 29C.10;
- (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.
- 26.03 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 duties of their former position, shall provide the Employer with twenty-eight (28) 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 them immediately prior to the disability with benefits that accrued to them 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 them to a position for which they are capable of performing the work entailed, upon the occurrence of the first such available vacancy with benefits that accrued to them prior to the disability.
- (c) incapable of performing the duties of their former classification, may make application for any benefits for which they are eligible under Sick Leave or Employee Benefits Plans, in accordance with Articles 24 or 25.

26.04 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 11, 12A, 12B, 29A, 29B, 40A, 40B and 40C.

26.05 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.

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

**NEW 26.07 Presumptive Coverage**

**An Employee being diagnosed with Burnout Syndrome (BOS) or Post Traumatic Stress Disorder (PTSD) is presumed to have been the result of workplace trauma.**

**NOTE: BOS includes "Compassion Fatigue" and "Care-giver's burnout", "vicarious/secondary trauma".**

**ARTICLE 27**

**LEAVE OF ABSENCE**

27.01

**General Conditions**

- (a) (i) Requests for a leave of absence, without pay or benefit of Employer contributions will, where possible, be made in writing to the proper officer of the Employer with as much advanced notice as possible.
- (ii) Recognizing that the primary commitment of the Employee is to the Employer, the granting of leaves of absence is subject to the approval of the Employer. 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 the Employer will reply in writing to a request for leave of absence within fourteen (14) days of receipt of the request.
- (b) Except as provided in Article 27.01(c), during leaves of absence without pay of longer than thirty (30) calendar days, subject to approval by the Insurer(s), Employees may elect to maintain coverage of contributory plans specified in Article 24: Employee Benefit Plan, provided that the Employee makes prior arrangements to pay full premium costs. In failure to remit the full payment required above, reinstatement in any and all plans shall be subject to the enrolment and other requirements of the underwriter.
- (c) 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, EI SUB Plan benefits, STD or LTD, benefit plan premium payments shall be administered in the same fashion as an Employee absent due to illness.
- (d) An Employee who has been granted leave of absence and overstays the leave without permission of the Employer, shall automatically terminate their position; except in cases of extenuating circumstances acceptable to the Employer.
- (e) Employees shall not be entitled to Named Holidays with pay, which may fall during a period of leave of absence without pay.
- (f) Employees granted leave of absence for more than one (1) month may, at the discretion of the Employer, be required to use up accumulated vacation entitlement prior to returning to duty.



- (g) When an Employee is on leave of absence without pay and is receiving STD or LTD benefits, they may continue participation in the Alberta Health Care Insurance Plan for the period of their employment pursuant to Article 25.12 from the last day of paid sick leave, by paying the full premium costs to the Employer.

27.02

**Leave For Union Business**

**THE UNION WISHES TO DISCUSS AND RESERVES THE RIGHT TO TABLE PROPOSALS DURING COLLECTIVE BARGAINING**

- (a) When it is necessary for a Union member to make a request for a leave of absence to perform the duties of any office of the Union, the application for leave must be made in writing to the Employer for approval. The application for leave will be made in writing to the proper officer of the Employer with as much advanced notice as possible.
- (b) The Employer shall not unreasonably withhold leave of absence for Employees elected or appointed or authorized by the Union to represent the Union at Conventions, Workshops, Institutes, Seminars, Schools or to attend meetings as a member of the Union's Provincial Executive Board.
- (c) When a leave of absence to attend Union business as outlined in Article 27.02(b) has been approved within a scheduled vacation period, the Employee shall be deemed to be on leave for union business and the vacation time not taken as a result of the Union leave shall be rescheduled within the current vacation year.
- (d) When leave to attend Union business has been approved, it is granted with pay, inclusive of applicable shift differential and weekend premium. The Union agrees to reimburse the Employer for actual salary paid, inclusive of applicable shift differential and weekend premium, to the Employee while on leave plus an amount determined by the Employer to cover the cost of benefits.
- (e) One (1) Employee who is elected for a full-time position with the Union shall be granted leave of absence without pay and without loss of seniority. If it is permissible under the pension and group life plan and any other welfare plans, the Employee shall have the right to pay the full cost, including the Employer's share, during the period of such leave of absence.

27.03 **Negotiations**

An Employee elected or appointed to the Union Bargaining Committee shall be granted time off with pay, inclusive of applicable shift differential and weekend premium, and without loss of seniority in order to participate in negotiations with the Employer. When requesting such leave, the Employee shall endeavour to provide as much advanced notice as possible to the Employer. The Union agrees to reimburse the Employer for actual salary paid, inclusive of applicable shift differential and weekend premium, to the Employee while on leave plus an amount determined by the Employer to cover the cost of benefits.

27.04 **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 27.04(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.

27.05 **Parental Leave**

- (a) An Employee who has completed ninety (90) days' 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) day's 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 27.05(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 and the returning Employee does not have sufficient seniority to displace any other incumbent, the name of the Employee will be added to the list of laid off Employees. Upon increasing the working force, resumption of the business, undertaking, or activity, recall or reinstatement to the working force shall be in compliance with Article 32.16.

27.06

**Court Appearance**

- (a) In the event an Employee is required to appear before a court of law as a member of jury, as a witness in a criminal matter, or as a witness in any matter arising out of the Employee's employment with the Employer, the Employee shall suffer no loss of regular earnings for the scheduled shift(s) so missed.
- (b) In the event an Employee is scheduled to work on the evening or night shift(s) on the day(s) or the night shift commencing on the day(s) on which the Employee is called as a juror or witness in matters arising out of the Employee's employment with the Employer, the Employee shall be granted a leave of absence for those scheduled shift(s).

- (c) Where an Employee is required by law to appear before a court of law for reasons other than those stated in (a) above, the Employee shall be granted a leave of absence without pay.

27.07

**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 where travel is required. Bereavement leave may include normal days off and/or vacation but no additional payment is due therefore.

NEW

- (iii) **In the event of the death of a spouse, child, or stepchild for the first 30 days of the leave of absence, the Employee shall suffer no loss of regular earnings.**

- (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 they are entitled to that bereavement leave.

27.08

**Educational Leave**

- (a) For the purpose of determining salary increments, an Employee who is granted leave of absence for educational purposes, subject to the conditions provided in Article 27.01, shall be deemed to remain in the continuous service of the Employer for the first (1<sup>st</sup>) twenty (20) months of such period of leave.

- (b) During an Employee's educational leave, subject to Article 27.01(a) they may work as a Casual Employee with the Employer without adversely affecting their reinstatement to the position from which they are on leave.

27.09

**Personal Leave**

(a) 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. 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<sup>st</sup> of each year.~~

~~\_\_\_\_\_ (i) Full time and Part time Employees greater than zero point eight zero (0.80) FTE shall be entitled to three (3) days of up to seven and three quarter (7 3/4) hours each;~~

~~\_\_\_\_\_ (ii) Part time Employees between zero point six zero (0.60) and zero point eight zero (0.80) FTE shall be entitled to two (2) days of up to seven and three quarter (7 3/4) 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 of up to seven and three quarter (7 3/4) hours.~~

**AMD**

(c) Personal leave days are granted per incident as a full day **or half day increments, as requested by the Employee.**

(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.

**AMD**

~~(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> the following year.~~

**If Employment commences on or after August 1<sup>st</sup> of the year, Personal Leave days will be prorated for the remainder of the year as follows:**

**(i) August 1<sup>st</sup> – November 30<sup>th</sup>: three (3) Personal Leave days.**

**(ii) December 1<sup>st</sup> – March 31<sup>st</sup>: two (2) Personal Leave days.**

27.10

**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.
- (ii) Qualified relative for compassionate/terminal care leave means a person in a relationship to the Employee as defined in the *Alberta Employment Standards Code* and Regulation.
- (iii) At the request of the Employee, compassionate/terminal care leave may be taken in one (1) week increments.
- (iv) Notwithstanding Article 27.01(a), an Employee shall apply for compassionate/terminal care 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:
  - (A) for a period of up to thirty-six (36) weeks to care for their critically ill child; or,
  - (B) 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 27.01(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.

27.11 **Military Leave**

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

27.12 **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:
    - (A) the length of the leave specified in Article 27.12(a) or (b); or,
    - (B) 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,

(C) 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.

27.13

### **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) An Employee may access applicable leaves of absence or banks such as sick leave, personal leave, court appearance leave, vacation, named holidays, time off in lieu of overtime, and general leave without pay.

(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.

27.14

### **Citizenship Ceremony Leave**

An Employee who has completed ninety (90) days of employment is entitled to one-half (½) day of leave without pay to attend a citizenship ceremony to receive a certificate of citizenship, as provided for under the *Citizenship Act (Canada)*. Requests for such leaves shall be made in accordance with 27.01.

NEW 27.15

### **Donor Leave**

(a) Employees who have completed one year of employment shall, upon written request providing at least thirty (30) days advance notice where



possible, be granted Donor Leave with full pay and benefits for up to 12 consecutive weeks to become effective the date of the surgery in the event they are donating an organ.

- (b) Employees who have completed one year of employment shall, upon written request providing at least thirty (30) days advance notice where possible, be granted Donor Leave with full pay and benefits for up to seven (7) consecutive days to become effective the date of surgery in the event they are donating bone marrow.
- (c) Any additional time required by the Employee would be available as sick leave.
- (d) Medical confirmation of the donation procedure shall be required.

**ARTICLE 28**

**PENSION PLAN**

**THE UNION WISHES TO DISCUSS AND RESERVES THE RIGHT TO TABLE PROPOSALS DURING COLLECTIVE BARGAINING**

- AMD 28.01 (a) The Employer shall contribute to the **jointly governed** Local Authorities Pension Plan for retirement benefits for eligible participating Full-time Employees 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 one (1) complete cycle of the shift schedule.
- 28.02 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.
- NEW 28.03 For any Employee who is a member of the Local Authorities Pension Plan, the Employer shall contribute to an alternate plan, that will provide substantially the equivalent benefit as the Plan, as agreed to by the Union if the Plan is terminated or altered.
- NEW 28.04 (a) In the event legislation is enacted that has the effect of reducing pensions or pension rights, benefits or the value of the benefits accrued or provided to an Employee ("Reduced Entitlements") by virtue of the Employee's participation in the Local Authorities Pension Plan, the Employer shall top up or provide alternate or supplemental compensation ("Alternate Benefits") that are equivalent in value to the pensions or benefits to which the Employee had or may have become entitled immediately prior to such legislation.
- (b) Alternate Benefits shall be funded and paid in such form and manner agreed to by the Union.
- (c) Reduced Entitlements may include, but are not limited to:
- (i) Restrictions in eligibility, eg. for membership or benefits,
  - (ii) Increases to the amount of an early retirement reduction/penalty,
  - (iii) Increases to the retirement age for qualifying for an unreduced pension,
  - (iv) Reductions in or additional conditions placed on cost-of-living adjustments,
  - (v) Reductions in past or future service benefits,
  - (vi) Change in plan design or defined contribution or target benefits, and

(vii) Any other changes that result in any of the foregoing.

**ARTICLE 29A**

**HOURS OF WORK FOR REGULAR PART-TIME EMPLOYEES**

**FOR FACILITY EMPLOYEES**

- 29A.01 Article 12A: Hours of Work (for facility Employees) is replaced and superseded by the following provisions.
- 29A.02 Regular hours of work, exclusive of meal periods, shall be up to seven and three-quarter ( $7 \frac{3}{4}$ ) consecutive hours in any day and shall be less than thirty-eight and three-quarter ( $38 \frac{3}{4}$ ) hours per week, averaged over one (1) complete cycle of the shift schedule. The ratio of work days to non-work days shall not exceed 5:2 in a six (6) calendar week period beginning on the first (1<sup>st</sup>) day of the first (1<sup>st</sup>) pay period following ninety (90) days after the ratification date.
- 29A.03 Regular hours of work shall be deemed to:
- (a) include, as scheduled by the Employer, either:
    - (i) one (1) rest period of fifteen (15) minutes during each half shift ( $\frac{1}{2}$ ) of three point eight seven (3.87) hours; or
    - (ii) one (1) rest period of thirty (30) minutes during each full working shift of seven and three-quarter ( $7 \frac{3}{4}$ ) hours, if this is more compatible with scheduling of work assignments;

the alternative to be applied shall be at the discretion of the Employer.
  - (b) exclude a meal period of not less than thirty (30) minutes to be scheduled by the Employer during each working day on which the Employee works in excess of four (4) hours.
- 29A.04
- (a) Notwithstanding that the meal break is to be excluded in the calculation of regular hours of work, if the Employer requires an Employee to be readily available for duty during their meal period, they shall be so advised in advance and be paid for that meal period at their Basic Rate of Pay.
  - (b) If an Employee is recalled to duty or if the Employer requires an Employee to work during their meal period or rest period, they shall be given a full meal period or rest period later in their shift, or, where that is not possible, be paid for the meal period or rest period as follows:
    - (i) for a rest period, at two times (2X) their Basic Rate of Pay; or

- (ii) for a meal period for which the Employee is entitled to be paid in accordance with Article 29A.04(a), at two times (2X) their Basic Rate of Pay; or
- (iii) for a meal period for which the Employee is not otherwise entitled to be paid, at two times (2X) their Basic Rate of Pay.

29A.05 Subject to Article 29A.13, shift schedules shall be posted twelve (12) weeks in advance or such shorter period as is mutually agreed between the Employer and a local chapter representative of the Union. The Employer shall allow a representative of the Union to reproduce a copy of the posted shift schedule which is inclusive of changes made by mutual agreement in accordance with Article 29A.06(a).

- 29A.06 (a) Except in cases of emergency or by mutual agreement between a Part-time Employee and the Employer, shift schedules shall provide for:
- (i) at least fifteen and one-half (15 ½) hours off duty between shifts, except in units or programs where the operations require staggered start and end times. In these units or programs the Employees shall have at least fifteen (15) hours off duty between shifts;
  - (ii) not scheduled to work on two (2) weekends in a five (5) week period. "Weekend" shall mean a Saturday and the following Sunday, assuring a minimum of fifty-six (56) hours off duty;
  - (iii) where operationally practicable as determined by the Employer, Article 29A.06(a)(ii) above may be amended to half of the weekends off over one (1) complete cycle of the shift schedule. Where a shift schedule provides for half of the weekends off over one (1) complete cycle of the shift schedule, such ratio will not be changed unless the Employer determines the ratio has become operationally impracticable;
  - (iv) an Employee shall not be scheduled to work seven (7) consecutive shifts more than twice in a five (5) week period;
  - (v) an Employee will not be scheduled to work more than seven (7) consecutive days.
- (b) There shall be two (2) optional scheduling systems available which may be implemented subject to Letter of Understanding #1 Re: Considering Optional Scheduling Systems, upon mutual agreement, in writing, between the Employer and the Union. Where an option is applied, the relevant provisions of Article 29A.06(a) above shall be amended as follows:

**Option 1**

- (i) at least fifteen and one-half (15 ½) hours off duty between shifts, except in units or programs where the operations require staggered start and end times. In these units or programs the Employees shall have at least fifteen (15) hours off duty between shifts;
- (ii) not scheduled to work on two (2) weekends in a six (6) week period. "Weekend" shall mean:
  - (A) one (1) Saturday and the following Sunday and one (1) Friday and the following Saturday assuring a minimum of fifty-six (56) hours off duty; or
  - (B) one (1) Saturday and the following Sunday and one (1) Sunday and the following Monday assuring a minimum of fifty-six (56) hours off duty;
- (iii) not more than six (6) consecutive days of work.

**Option II**

- (i) at least fifteen and one-half (15 ½) hours off duty between shifts, except in units or programs where the operations require staggered start and end times. In these units or programs the Employees shall have at least fifteen (15) hours off duty between shifts;
  - (ii) not scheduled to work on two (2) weekends in a five (5) week period. "Weekend" shall mean a Saturday and the following Sunday, assuring a minimum of fifty-six (56) hours off duty;
  - (iii) not more than six (6) consecutive scheduled days of work.
- (c) Except when application of this Article is waived by mutual agreement between the Employee and the Employer, if an Employee is required by the Employer to change shifts without receiving fifteen (15) or fifteen and one-half (15 ½) hours off duty as applicable, they shall be entitled to premium pay at two times (2X) their Basic Rate of Pay for that shift. This section does not apply to cases where Article 29A.13 has been applied in altering a shift schedule.
- (d) Additional optional scheduling systems may be mutually agreed to in writing between the Employer and the Union.

- 29A.07 Employees shall be aware that, in the course of their regular duties, they may be required to work on various shifts throughout the twenty-four (24) hour period of the day and the seven (7) days of the week. The first (1<sup>st</sup>) shift of the working day shall be the one wherein the majority of hours worked fall between twenty-four hundred (2400) hours and zero eight hundred (0800) hours.
- 29A.08 (a) The Employer, in scheduling shifts, shall take into consideration an Employee's request for certain shift schedules, subject to the requirements of Article 29A.06.
- (b) The shift patterns which may be available are:
- (i) days, evenings, nights (rotation), however the Employer shall endeavor to minimize application of such rotation;
  - (ii) days only;
  - (iii) evenings only (only by Employee request);
  - (iv) nights only (only by Employee request);
  - (v) evenings and days (rotation);
  - (vi) nights and evenings (rotation) (only by Employee request);
  - (vii) nights and days (rotation).
- (c) (i) A request by an Employee to work shift patterns in Article 29A.08(b)(iii), (iv) or (vi) shall not be unreasonably denied, provided however that the Employer shall have the right to assign periods of day duty for the purpose of maintaining proficiency totaling not more than one hundred sixteen and one-quarter (116  $\frac{1}{4}$ ) regular hours worked in a calendar year. An Employee who has requested to work shift pattern in Article 29A.08(b)(iii), (iv) or (vi), may alter such request only after:
- (A) having worked such shift pattern for a minimum of twelve (12) months; and
  - (B) upon giving written notice to the Employer.

- (ii) Upon receiving a request or requests to revert under Article 29A.08(c), the Employer shall provide all other Employees working shift patterns in Article 29A.08(b)(iii), (iv) or (vi) on the schedule notice of the reversion request to determine whether or not they also wish to revert, commencing with the posting of the revised shift schedule in Article 29A.08(c)(iii)(A). Such notice will be provided regardless of how long the other Employees on the schedule have worked in those shift patterns.
  - (iii) The Employer:
    - (A) shall post a revised shift schedule to become effective within fourteen (14) weeks of receiving the initial request(s); and
    - (B) shall not be required to revise the shift schedule more than once in any twelve (12) month period, commencing from the revised shift schedule's implementation date.
  - (d) An application under Article 11: Appointments and Transfers, in response to a position with shift patterns listed in Article 29A.08(b)(iii), (iv) or (vi), constitutes an Employee request for the purposes of Article 29A.08.
  - (e) (i) Employees working shift choices in Article 29A.08(b)(i), (v) and (vii), shall be assigned a day duty at least one-third (1/3) of the time during the shift cycle. For the purpose of applying the foregoing an Employee will be deemed to have been assigned day duty for those periods of time absent on vacation or on or for a Named Holiday that would have except for such absence been day duty to which the Employee would have been assigned in accordance with the shift schedule.
    - (ii) Where operationally practicable as determined by the Employer, Article 29A.08(e)(i) above may be amended to up to two-fifths (2/5) day duty during the shift cycle.
  - (f) An Employee will not be required to work split shifts except by mutual agreement between the Employee and the Employer.
- 29A.09
- (a) Employees may exchange shifts among themselves, provided that:
    - (i) the exchange is agreed to, in writing, between the affected Employees; and
    - (ii) prior approval of such exchange has been given by the Employee's immediate supervisor; and



- (iii) such exchange must not result in additional costs for the Employer when compared to the Employees' pre-exchange schedules.
- (b) Where such a request is made in writing, the Employer's reply shall also be in writing no more than seven (7) days after the request is made.
- (c) Such exchange shall be recorded on the shift schedule.
- (d) Such exchange shall not be deemed a violation of the provisions of this Collective Agreement.

29A.10 In the event an Employee's scheduled shift is cancelled with less than fourteen (14) days' notice, a make-up shift shall be scheduled for the next following cycle of the shift schedule. When an Employee reports for work as scheduled, and is informed that the shift has been cancelled, the Employee will be compensated for the inconvenience by a payment of three (3) hours pay at the Employee's Basic Rate of Pay.

29A.11 A Regular Employee shall not be scheduled to work more than two (2) different shifts between scheduled days off except as mutually agreed between the Employer and the Employee.

- 29A.12
- (a) A Part-time Employee may work additional shifts.
  - (b) Where a Part-time Employee volunteers or agrees when requested to work additional shifts, they shall be paid their basic rate for such hours, or if applicable, at the overtime rate(s) provided in Article 29C.02:
    - (i) for those hours worked in excess of seven and three-quarter ( $7 \frac{3}{4}$ ) hours in a day; or
    - (ii) for those hours in excess of eleven and one-quarter ( $11 \frac{1}{4}$ ) hours in a day when replacing another Employee in an extended work day shift in accordance with Articles 40A.04 or 40B.04; or
    - (iii) for work performed by the Employee on days in excess of the work ratio referred to in Article 29A.02.
  - (c) Where the Employer requires a Part-time Employee to work without them having volunteered or agreed to do so, they shall be paid the applicable overtime rate provided in Article 29C.02.
  - (d) At the time additional work is being offered, the Employee shall be responsible for advising the Employer that the Employee will be in an overtime situation if they accept the additional work. The Employer is not obligated to call in Part-time Employees for additional work if such additional work would result in the Employer having to incur overtime costs.

- (e) Opportunities for additional hours of work shall be distributed equitably among the Regular Part-time Employees and the Casual Employees who have requested additional hours of work.

29A.13 Except when application of this Article is waived by mutual agreement between the Employee and the Employer, if, in the course of a posted schedule, the Employer changes an Employee's scheduled shift, they shall be paid at the rate of two times (2X) their Basic Rate of Pay for all hours worked during the first (1<sup>st</sup>) shift of the changed schedule, unless fourteen (14) calendar days' notice of such change has been given.

29A.14 On the date fixed by proclamation, in accordance with the *Daylight Savings Time Act*, of conversion to Mountain Standard Time, regular hours of work shall be extended to include the resultant additional hour with additional payment due therefor at the applicable overtime rate. On the date fixed by said *Act* for the resumption of Daylight Savings Time, the resultant reduction of one (1) hour in the shift involved shall be effected with the appropriate deduction in regular earnings.

29A.15 (a) Regular Part-time Employees may work flexible hours by mutual agreement between the Employee and Employer, whereby at a mutually agreeable time the Employer will provide and the Employee shall take time off:

- (i) for those hours worked during the normal rest period; and
- (ii) in place of overtime pay for those hours worked in excess of seven and three-quarter ( $7 \frac{3}{4}$ ) hours in a day or thirty-eight and three-quarter ( $38 \frac{3}{4}$ ) hours in a week averaged over a six (6) calendar week period beginning on the first (1<sup>st</sup>) day of the first (1<sup>st</sup>) pay period following ninety (90) days after the ratification date.

in which event Articles 29A.02, 29A.05, 29A.06 and 29C.02 shall have no application.

- (b) The Employee shall be paid for the time taken off in place of overtime pay at the same rate the Employee would have been paid wages had the Employee worked those hours on a normal working day.
- (c) If time off in place of overtime pay is not provided and taken in accordance with the foregoing, the Employee will be paid overtime pay in accordance with Article 29C.02.

**ARTICLE 29B**

**HOURS OF WORK FOR REGULAR PART-TIME EMPLOYEES**

**FOR COMMUNITY AND MENTAL HEALTH CLINIC EMPLOYEES**

29B.01 Article 12B: Hours of Work (for community and mental health clinic Employees) is replaced and superseded by the following provisions.

29B.02 Regular hours of work, exclusive of meal periods, shall be up to seven and three-quarter ( $7 \frac{3}{4}$ ) consecutive hours in any day and shall be less than thirty-eight and three-quarter ( $38 \frac{3}{4}$ ) hours per week, averaged over one (1) complete cycle of the shift schedule. The ratio of work days to non-work days shall not exceed 5:2 in a six (6) calendar week period beginning on the first (1<sup>st</sup>) day of the first (1<sup>st</sup>) pay period following ninety (90) days after the ratification date.

29B.03 Regular hours of work shall be deemed to:

(a) include, as scheduled by the Employer, either:

(i) one (1) rest period of fifteen (15) minutes during each half shift of three point eight seven (3.87) hours; or

(ii) one rest period of thirty (30) minutes during each full working shift of seven and three-quarter ( $7 \frac{3}{4}$ ) hours, if this is more compatible with scheduling of work assignments;

the alternative to be applied shall be at the discretion of the Employer.

(b) exclude a meal period of not less than thirty (30) minutes to be scheduled by the Employer during each working day on which the Employee works in excess of four (4) hours.

29B.04 (a) Notwithstanding that the meal break is to be excluded in the calculation of regular hours of work, if the Employer requires an Employee to be readily available for duty during their meal period, they shall be so advised in advance and be paid for that meal period at their Basic Rate of Pay.

(b) If an Employee is recalled to duty or if the Employer requires an Employee to work during their meal period or rest period they shall be given a full meal period or rest period later in their shift, or, where that is not possible, be paid for the meal period or rest period as follows:

(i) for a rest period, at two times (2X) their Basic Rate of Pay; or

- (ii) for a meal period for which the Employee is entitled to be paid in accordance with Article 29B.04(a), at two times (2X) their Basic Rate of Pay; or
  - (iii) for a meal period for which the Employee is not otherwise entitled to be paid, at two times (2X) their Basic Rate of Pay.
- 29B.05 (a) Except in cases of emergency or by mutual agreement between a Part-time Employee and the Employer, shift schedules shall provide for:
  - (i) at least fifteen and one-half (15 ½) hours off duty between shifts, except in units or programs where the operations require staggered start and end times or where operations provide evening clinics or services. In these units or programs the Employees shall have at least twelve (12) hours off duty between shifts;
  - (ii) weekends off to be equally distributed over a shift cycle among Regular Full-time and Regular Part-time Employees who perform the work involved;
  - (iii) Article 29B.05(a)(ii) above does not apply to an Employee who is hired into, or by choice is in, a position that is assigned to work weekends on a regular basis;
  - (iv) Employees will not be scheduled to work more than six (6) consecutive days.
- (b) Additional scheduling systems may be mutually agreed to in writing between the Employer and the Union.
- 29B.06 An Employee may work a split shift where agreed, in writing, between the Employer and Employee. No portion of a split shift shall be less than three (3) hours.
- 29B.07 An Employee will be paid for regularly scheduled hours of work at their Basic Rate of Pay when a work period is cancelled by the Employer or client with less than twenty-four (24) hours' notice provided that no alternative assignment is available.
- 29B.08 Employees shall be aware that, in the course of their regular duties, they may be required to work on various shifts throughout the twenty-four (24) hour period of the day and the seven (7) days of the week. The first (1<sup>st</sup>) shift of the working day shall be the one wherein the majority of hours worked fall between twenty-four hundred (2400) hours and zero eight hundred (0800) hours.
- 29B.09 (a) Employees may exchange shifts among themselves, provided that:

- (i) the exchange is agreed to, in writing, between the affected Employees; and
  - (ii) prior approval of such exchange has been given by the Employee's immediate supervisor; and
  - (iii) such exchange must not result in additional costs for the Employer when compared to the Employee's pre-exchange schedule.
- (b) Where such a request is made in writing, the Employer's reply shall also be in writing no more than seven (7) days after the request is made.
  - (c) Such exchange shall be recorded on the shift schedule.
  - (d) Such exchange shall not be deemed a violation of the provisions of this Collective Agreement.

29B.10 On the date fixed by proclamation, in accordance with the *Daylight Savings Time Act*, of conversion to Mountain Standard Time, regular hours of work shall be extended to include the resultant additional hour with additional payment due therefor at the applicable overtime rate. On the date fixed by said *Act* for the resumption of Daylight Savings Time, the resultant reduction of one (1) hour in the shift involved shall be effected with the appropriate deduction in regular earnings.

29B.11 (a) Employees may work flexible hours by mutual agreement between the Employee and Employer, whereby at a mutually agreeable time the Employer will provide and the Employee shall take time off:

- (i) for those hours worked during the normal rest period; and
- (ii) in place of overtime pay for those hours worked in excess of seven and three-quarter ( $7 \frac{3}{4}$ ) hours in a day or thirty-eight and three-quarter ( $38 \frac{3}{4}$ ) hours in a week averaged over a six (6) calendar week period beginning on the first day of the first pay period following ninety (90) days after the ratification date,

in which event Articles 29B.02, 29B.05 and 29C.02 shall have no application.

- (b) The Employee shall be paid for the time taken off in place of overtime pay at the same rate the Employee would have been paid wages had the Employee worked those hours on a normal working day.
- (c) If time off in place of overtime pay is not provided and taken in accordance with the foregoing, the Employee will be paid overtime pay in accordance with Article 29C.02.

- 29B.12
- (a) Every reasonable effort will be made to schedule Regular Employees to their regular FTE.
  - (b) In order to accomplish Article 29B.12(a), every reasonable effort will be made to distribute additional work at the site on the basis of seniority.
  - (c) Notwithstanding Article 29B.12(b), where there are unusual circumstances that require unique skills, consideration for patient care requirements, consideration for program efficiency and effectiveness, or where Employees are not available, the Employer may utilize the most appropriate Employee.
  - (d) Additional hours includes work of a temporary or project nature.
  - (e) At the time additional work is being offered, the Employee shall be responsible for advising the Employer that the Employee will be in an overtime situation if they accept the additional work. The Employer is not obligated to call in Part-time Employees for additional work if such additional work would result in the Employer having to incur overtime costs.

- 29B.13
- (a) Subject to 29B.12, opportunities for additional hours of work shall be distributed equitably among the Regular Part-time Employees and the Casual Employees who have requested additional hours of work.
  - (b) Where a Part-Time Employee replaces another Employee in an extended workday shift in accordance with Articles 40A.04 or 40B.04, they shall be paid at their Basic Rate of Pay for those hours worked up to eleven and one-quarter (11 ¼) hours in a day.

29B.14 **Optional Scheduling Provision**

There will be an optional scheduling system available. An extended work day may be implemented between the Union and the Employer. The regular hours of the extended scheduling system shall not exceed:

- (a) ten (10) consecutive hours per day at the Basic Rate of Pay;
- (b) seventy-seven point five (77.5) hours averaged over fourteen (14) calendar days.

**ARTICLE 29C**

**REGULAR PART-TIME EMPLOYEES**

29C.01 Subject to Articles 29A and 29B, all provisions of this Collective Agreement shall apply to Regular Part-time Employees, except:

- Article 13: Overtime
- Article 22: Named Holidays
- Article 23: Vacation
- Article 25: Sick Leave

**Overtime**

- 29C.02
- (a) The overtime rate of two times (2X) shall be paid for work authorized by the Employer and performed by the Employee on days in excess of the work ratio referred to in Articles 29A.02 or 29B.02, as applicable. The Employer shall provide on each ward or unit overtime forms which are to be signed by the designated authorized person and a copy shall be given to the Employee at the time the overtime is worked.
  - (b)
    - (i) Overtime may be accumulated and taken in time off at a mutually acceptable time at the applicable premium rate. Such accumulation shall not exceed thirty-eight and three-quarter (38 <sup>3</sup>/<sub>4</sub>) hours. Time off not taken by the last pay period end date in March in any given year shall be paid out unless otherwise mutually agreed. Such request to carry over lieu time shall be submitted by the Employee in writing prior to February 1<sup>st</sup> and shall not be unreasonably denied.
    - (ii) Where time off in lieu of overtime is granted in accordance with Article 13.05(a), the overtime worked shall be paid at the time it is worked at one times (1X) their Basic Rate of Pay and the equivalent time shall be banked at one times (1X) their Basic Rate of Pay.
  - (c) The Employer shall designate an individual at the site who may authorize overtime. The Employer shall not unreasonably deny authorization after the fact for overtime worked where such overtime has arisen as a result of unforeseeable circumstances in which it is impossible to obtain prior authorization.
  - (d) An Employee who attends an overnight client recreational/therapeutic activity authorized by the Employer shall be paid, in addition to their basic rate for their normal shift, an allowance of forty dollars (\$40.00) for each day in attendance at such activity. Participation by an Employee in such activity shall be voluntary.

- (e) In the event an Employee works a double shift, the Employee shall be provided with access to a meal and snacks during the second shift at no cost.
- (f) An Employee who works in excess of four (4) hours of overtime immediately following a seven and three-quarter ( $7\frac{3}{4}$ ) hour shift shall be provided with access to a meal and snacks at no cost.
- (g) Except in cases of emergency, no Employee shall be requested or permitted to work more than sixteen (16) hours (inclusive of regular hours and overtime hours) in a twenty-four (24) hour period beginning at the first (1<sup>st</sup>) hour the Employee reports for work.
- (h)
  - (i) Where an Employee works overtime immediately following their shift and there is not a minimum of seven and one-half ( $7\frac{1}{2}$ ) consecutive 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 seven and one-half ( $7\frac{1}{2}$ ) consecutive hours of rest before commencing their next shift without loss of earnings.
  - (ii) The Employee in the above situation will advise the Employee's supervisor, as far in advance as possible and in any event, not less than two (2) hours in advance of the next shift, that the Employee will not be reporting for duty at the scheduled time.

### **Named Holidays**

29C.03 Notwithstanding Article 2.13, a Part-time Employee required to work on a Named Holiday shall be paid at:

- (a) one and one-half times ( $1\frac{1}{2}X$ ) their Basic Rate of Pay for work performed up to seven and three-quarter ( $7\frac{3}{4}$ ) hours;
- (b) overtime worked on that Named Holiday shall be paid at the rate of two and one-half times ( $2\frac{1}{2}X$ ) their Basic Rate of Pay.
- (c) notwithstanding Article 29C.03(a), a Part-time Employee required to work on the August Civic Holiday or Christmas Day shall be paid at two times (2X) the Employee's Basic Rate of Pay for work performed up to seven and three-quarter ( $7\frac{3}{4}$ ) hours.
- (d) notwithstanding Article 29C.03(b), overtime worked on the August Civic Holiday or Christmas Day shall be paid at the rate of three times (3X) the Employee's applicable Basic Rate of Pay.

29C.04 Regular Part-time Employees shall be paid, in addition to their Basic Rate of Pay, five percent (5%) of this rate per pay period in lieu of the Named Holidays.



- 29C.05 (a) An Employee shall be so scheduled as to provide them with days off on at least three (3) of the actual Named Holidays. In addition, they shall be given either Christmas or New Year's Day off unless otherwise requested by the Employee.
- (b) (i) An Employee granted Christmas Day off in accordance with Article 29C.05(a) shall be scheduled such that they shall have two (2) consecutive days where they will not be obliged to work (i.e., December 24<sup>th</sup> and 25<sup>th</sup> or December 25<sup>th</sup> and 26<sup>th</sup>).
- (ii) An Employee granted New Year's Day off in accordance with Article 29C.05(a) shall be scheduled such that they shall have two (2) consecutive days where they will not be obliged to work (i.e., December 31<sup>st</sup> and January 1<sup>st</sup> or January 1<sup>st</sup> and 2<sup>nd</sup>).
- (c) Subsequent to the application of Article 29C.08(a)(i)(A), every reasonable effort shall be made to rotate the requirement to work Christmas or New Year's from year-to-year.

**Vacation**

29C.06 **Definition**

"Vacation" means vacation with pay.

- 29C.07 (a) Regular Part-time Employees shall earn vacation with pay calculated in hours in accordance with the following formula:

$$\begin{array}{rcl} \text{Employer paid hours at} & \text{The applicable \%} & \text{Number of paid} \\ \text{the Basic Rate of Pay} & \text{outlined below} & \text{vacation hours to be} \\ & \text{X} & \text{taken} \\ & & = \end{array}$$

- (i) six percent (6%) during the first (1<sup>st</sup>) employment year; or
- (ii) eight percent (8%) during the second (2<sup>nd</sup>) to ninth (9<sup>th</sup>) employment years; or
- (iii) ten percent (10%) during the tenth (10<sup>th</sup>) to nineteenth (19<sup>th</sup>) employment years; or
- (iv) twelve percent (12%) during the twentieth (20<sup>th</sup>) and subsequent employment years.
- (b) **Supplementary Vacation**

Upon reaching the following employment anniversaries of continuous service:

- (i) twenty-five (25) years;
- (ii) thirty (30) years;
- (iii) thirty-five (35) years;
- (iv) forty (40) years;
- (v) forty-five (45) years;

Employees shall have earned an additional one (1) time two percent (2%) of vacation with pay, calculated in hours, as follows: to be taken at the Employee’s option, subject to Article 29C.08(a)(i)(A) at any time subsequent to the current supplementary vacation employment anniversary date and prior to the next supplementary vacation employment anniversary date. Any supplementary vacation not taken prior to achieving a subsequent supplementary vacation entitlement shall lapse.

$$\begin{array}{l} \text{Employer paid hours at} \\ \text{Basic Rate of pay during the} \\ \text{vacation year} \end{array} \quad \times \quad 2\% \quad = \quad \begin{array}{l} \text{Number of hours of paid} \\ \text{supplementary vacation} \\ \text{time} \end{array}$$

29C.08 (a) **Time of Vacation**

- (i) (A) As far as possible, Part-time Employees shall be granted their choice of vacation periods; however, the final allotment of vacation remains within the responsibility and the authority of the Employer. The Employer shall post the vacation schedule planner by January 1<sup>st</sup> of each year. Where an Employee submits their 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 the same year. A vacation period may be divided by mutual agreement between the Employee and the Employer.
- (B) When an Employee submits a written vacation request after April 30<sup>th</sup>, the Employer shall provide written approval or disapproval of the vacation request within ten (10) working days of the request.
- (ii) Seniority within each classification shall be the determining factor when there is a dispute regarding preference for the time that vacation is to be taken.
- (iii) A request to utilize vacation shall be made in writing to the Employer. The request shall be subject to the approval of the Employer and shall not exceed the number of vacation days accrued to the date of the first (1<sup>st</sup>) day of vacation.

- (iv) 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.
- (v) An Employee shall be permitted to maintain a level of vacation accrual up to one (1) years vacation entitlement, plus an additional five (5) days.
- (vi) An Employee required by the Employer to return to work during their vacation will receive two times (2X) their Basic Rate of Pay for hours worked. In addition to receiving the premium pay, the time so worked will be rescheduled as vacation leave with pay.

(b) **Vacation Earning Portability**

Where a voluntarily terminated Part-time Employee commences employment within six (6) months of date of termination of employment with the same Employer or another Employer signatory to a collective agreement containing this provision, such Employee shall, accrue vacation pay as though their employment has been continuous. At the request of the Employee the Employer shall provide the Employee with a written statement of their vacation entitlement upon termination.

**Sick Leave**

29C.09 Sick leave is provided by the Employer, for the purpose of maintaining regular earnings during absences due to illness or accident for which compensation is not payable under the *Workers' Compensation Act* or for quarantine by a Medical Officer of Health.

29C.10 A Regular Part-time Employee will receive a credit for sick leave computed from the date their continuous service commenced at the rate of one and one-half (1 ½) working days for each full month of employment, pro-rated on the basis of the hours worked by the Employee in relation to the regularly scheduled hours for a Full-time Employee, up to a maximum of one hundred and twenty (120) working days. Provided however, that an Employee shall not be entitled to apply sick leave credits for absences due to illness for additional shifts worked pursuant to Article 29A.11 or 29B.12, as applicable.

In the case of:

- (a) illness;
- (b) injury;
- (c) layoff;
- (d) leave of absence;

- (e) unpaid leave while in receipt of weekly indemnity as provided for by the short-term disability income insurance plan or the long-term disability income insurance plan; and
- (f) periods while in receipt of compensation from the Workers' Compensation Board;

sick leave shall not accrue during the period of such absence in excess of one (1) month.

29C.11 Part-time Employees reporting sick shall advise the Employer as soon as possible and regularly thereafter as required by the Employer.

29C.12 Subject to the above, a Part-time Employee granted sick leave shall be paid for the period of such leave at the Basic Rate of Pay and the number of hours thus paid shall be deducted from their accumulated sick leave credits up to the total amount of the Employee's accumulated credits at the time sick leave commenced.

29C.13 Employees may be required to submit satisfactory proof to the Employer of any illness, non-occupational accident or quarantine when circumstances make it reasonable to do so. Where the Employee must pay a fee for such proof, the full fee shall be reimbursed by the Employer. Payment of sick leave benefit shall not be effected until required substantiation has been supplied.

29C.14 When a Part-time Employee has accrued the maximum sick leave credit of one hundred and twenty (120) working days, 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.

29C.15 (a) If a Part-time Employee requires time off for the purpose of attending a dental, physiotherapy, optical or medical appointment, provided they have been given prior authorization by the Employer, such absence shall be ~~charged against their accumulated sick leave~~ **without loss of pay**.

(b) Where a Part-time Employee is required to travel for the purposes of medical referral and/or treatment, they shall have the right to utilize accumulated sick leave credits for such absence, provided they have been given prior authorization by the Employer.

(c) The Employee may be required to submit satisfactory proof of appointments referred to in Article 29C.15(a) and (b).

- 29C.16 (a) 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 they have substantiated their claim for sick leave, income continuance thereafter will be in accordance with Article 29C.12. Notwithstanding the foregoing, should an Employee demonstrate to the satisfaction of the Employer that they were admitted to a hospital as an "in-patient" during the course of their vacation, they shall be deemed to be on sick leave for the period of the stay in hospital, subject to the provisions of Article 29C.12. Vacation time not taken as a result of such stay in hospital shall be rescheduled to a mutually agreed later time frame.
- (b) 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 Article 29C.12 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.
- 29C.17 Upon request of an Employee but not more frequently than once a year, the Employer shall advise an Employee of their accrued sick leave credits.
- 29C.18 (a) An Employee who has accrued sick leave entitlement under the terms of this Collective Agreement shall, upon the voluntary termination of their employment with the Employer, be entitled to retain such entitlement provided they enter into employment with an Employer who is also Party to a collective agreement with an identical sick leave provision, within six (6) months of the date of their termination of employment.
- (b) Otherwise sick leave credits shall be cancelled and no payments shall be due therefore. This entitlement shall not apply during the Employee's probationary period. At the request of the Employee, the Employer shall provide the Employee with a written statement of their accumulated sick leave entitlement upon termination.
- 29C.19 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 except as provided in Article 27.01(g), for the duration of the illness or as provided below, whichever first occurs. The Employee shall keep the Employer advised as to when they shall be expected back to work and shall provide the Employer with twenty-eight (28) days' written notice of readiness to return to work and:

- (a) if the Employee is capable of performing the duties of their former position they shall be reinstated by the Employer in the same position which they held immediately prior to their disability at not less than the same step in the pay scale and other benefits that accrued to them prior to their disability.
- (b) if the Employee is incapable of performing the duties of their former position, but is capable of performing the duties of their former classification, a reasonable effort shall be made by the Employer to place them in an available position that they are capable of performing. In such a case the Union agrees to waive the posting provisions of the Collective Agreement.

29C.20 An Employee whose status has changed due to layoff from Regular Employee to a Casual Employee, with the same Employer, shall have their sick leave credits suspended, and should they return to regular employment with the Employer, the accrued sick leave credits shall be reinstated.

**ARTICLE 30**

**TEMPORARY EMPLOYEES**

**DEL REMOVE “Temporary Employees” and replace with “Temporary Position” (Definition 2.07 (a)) Remove all reference to “Temporary Employees” in the Agreement.**

~~30.01 All provisions of this Collective Agreement shall apply to Temporary Employees, except as outlined below:~~

~~(a) Article 11: Appointments and Transfers shall be amended to include the following provisions:~~

~~11.09 During the term of a temporary position, a Temporary Employee shall be eligible to apply on postings in accordance with the following:~~

~~(a) Such Employees shall be eligible to apply on posting of vacancies for regular positions pursuant to Article 11.01. In the event that such Employee is successful on a posting pursuant to Article 11.01, the Employer shall not be required to post any resulting vacancy of 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 they were hired.~~

~~(b) Article 32: Layoff and Recall shall not apply to Temporary Employees.~~

~~(c) Article 33: Discipline and Dismissal is amended to include the following:~~

~~33.11 A Temporary Employee shall not have the right to grieve the termination of the term position.~~

~~33.12 The Employer shall provide at least seven (7) calendar days’ written notice of termination of their term position.~~

**ARTICLE 31**

**CASUAL EMPLOYEES**

31.01 The provisions of this Collective Agreement shall not apply to Casual Employees except as provided by this Article.

**Hours of Work**

31.02 (a) Hours of work for a Casual Employee shall be up to seven and three-quarter ( $7 \frac{3}{4}$ ) hours in a day.

(b) Casual Employees will not be required to work in excess of seven (7) consecutive shifts except by mutual agreement.

(c) A Casual Employee pursuant to Article 2.06(b)(i) or (ii) will not be required to work in a manner where the ratio of work days to non-work days exceeds 5:2 averaged over six (6) calendar weeks beginning on the first (1<sup>st</sup>) day of the first (1<sup>st</sup>) pay period following ninety (90) days after the ratification date.

(d) Hours of work shall be deemed to include, as scheduled by the Employer, either:

(i) one (1) rest period of fifteen (15) minutes during each half shift of three point eight seven ( $3.87$ ) hours; or

(ii) one (1) rest period of thirty (30) minutes during each full working shift of seven and three-quarter ( $7 \frac{3}{4}$ ) hours, if this is more compatible with scheduling of work assignments;

the alternative to be applied shall be at the discretion of the Employer.

(e) (i) Hours of work shall be deemed to exclude a meal period of not less than thirty (30) minutes to be scheduled by the Employer during each working day on which the Employee works in excess of four (4) hours.

(ii) Notwithstanding that the meal break is to be excluded in the calculation of regular hours of work, if the Employer requires an Employee to be readily available for duty during their meal period, they shall be so advised in advance and be paid for that meal period at their Basic Rate of Pay.



- (iii) If an Employee is recalled to duty or if the Employer requires an Employee to work during their meal period or rest period, they shall be given a full meal period or rest period later in their shift, or, where that is not possible, be paid for the meal period or rest period as follows:
  - (A) for a rest period, at two times (2X) their Basic Rate of Pay; or
  - (B) for a meal period for which the Employee is entitled to be paid in accordance with Article 31.02(e)(ii), at two times (2X) their Basic Rate of Pay; or
  - (C) for a meal period for which the Employee is not otherwise entitled to be paid, at two times (2X) their Basic Rate of Pay.

- 31.03 (a) No Casual Employee shall be scheduled except with their consent.
  - (b) Employees shall be aware that, in the course of their regular duties, they may be required to work on various shifts throughout the twenty-four (24) hour period of the day and the seven (7) days of the week. The first (1<sup>st</sup>) shift of the working day shall be one wherein the majority of hours worked fall between twenty-four hundred (2400) and zero eight hundred (0800) hours.
- 31.04 When a Casual Employee reports for work as scheduled and is informed that the shift has been cancelled, the Employee will be compensated for the inconvenience by the payment of three (3) hours pay at the Employee's Basic Rate of Pay.

**Extended Work Day**

- 31.05 All provisions pertaining to Casual Employees working the extended work day are covered in Article 40C.

**Overtime**

- 31.06 (a) Overtime is all time authorized by the Employer and worked by an Employee in excess of seven and three-quarter (7 ¾) hours per day. The Employer shall provide on each ward or unit overtime forms which are to be signed by the designated authorizing person and a copy shall be given to the Employee at the time the overtime is worked.
- (b) The Employer shall designate an individual at the site who may authorize overtime. The Employer shall not unreasonably deny authorization after the fact for overtime worked where such overtime has arisen as a result of unforeseeable circumstances in which it is impossible to obtain prior authorization.

- (c) The overtime rate of two times (2X) the applicable Basic Rate of Pay shall be paid for all overtime worked.
- (d) An Employee who attends an overnight client recreational/therapeutic activity authorized by the Employer shall be paid, in addition to their basic rate for their normal shift, an allowance of forty dollars (\$40.00) for each day in attendance at such activity. Participation by an Employee in such activity shall be voluntary.
- (e) An Employee who works in excess of four (4) hours of overtime immediately following a seven and three-quarter (7 <sup>3</sup>/<sub>4</sub>) hour shift shall be provided with access to a meal and snacks at no cost.
- (f) Except in cases of emergency, no Employee shall be requested or permitted to work more than sixteen (16) hours (inclusive of regular hours and overtime hours) in a twenty-four (24) hour period beginning at the first (1<sup>st</sup>) hour the Employee reports for work.
- (g)
  - (i) Where an Employee works overtime immediately following their shift and there is not a minimum of seven and one-half (7 <sup>1</sup>/<sub>2</sub>) consecutive 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 seven and one-half (7 <sup>1</sup>/<sub>2</sub>) consecutive hours of rest before commencing their next shift without loss of earnings.
  - (ii) The Employee in the above situation will advise the Employee's supervisor, as far in advance as possible and in any event, not less than two (2) hours in advance of the next shift, that the Employee will not be reporting for duty at the scheduled time.

## Salaries

- 31.07 (a) The Basic Rate of Pay for Casual Employees shall be as outlined in the Salary Schedule.
- (b) Subject to any of the other terms of this Collective Agreement providing for the withholding or delay in granting of an increment, an Employee's Basic Rate of Pay will be advanced to the next higher Basic Rate of Pay and be entitled to an increment following the completion of two thousand twenty-two and three-quarter (2,022 <sup>3</sup>/<sub>4</sub>) hours worked and thereafter a further increment upon the completion of each period of one thousand eight hundred thirteen and one-half (1,813 <sup>1</sup>/<sub>2</sub>) hours worked to the maximum increment granted Full-time Employees.
- (c) When an Employee voluntarily transfers to a classification with a lower rate of pay their salary shall be adjusted immediately to the basic rate they would have been entitled to, had they been in the lower rated classification from commencement of employment.

- (d) An Employee whose position is reclassified to one with a lower Basic Rate of Pay, through no cause of their own, shall continue to receive their previous Basic Rate of Pay until the Basic Rate of Pay for the lower paid classification is equal to or greater than their previous Basic Rate of Pay, or for a period of twenty-four (24) months, whichever is earlier, at which time they will then receive the Basic Rate of Pay for the classification to which the position is allocated.
- (e) When an Employee has experience satisfactory to the Employer, the Employee's starting salary shall be adjusted as follows:
  - (i) Experience prior to a four (4) year lapse will not be recognized.
  - (ii) All experience satisfactory to the Employer shall be recognized on a one-on-one basis, up to the top increment in the salary scale.
  - (iii) The Employer may recognize experience if more than a four (4) years lapse has occurred and the Employee has fulfilled the licensing requirements of the CLPNA.

Additional time worked, measured in monthly units and not credited for the purposes of initial placement on the salary scale, shall be applied towards the calculation of the next increment.

- (f) Only Employees entitled to designation as a Licensed Practical Nurse pursuant to the *Health Professions Act R.S.A. 2000, c. H-7* shall be employed as a Licensed Practical Nurse.
- (g) Should the Employer issue an Employee an overpayment of wages and/or entitlements, then the Employer may make the necessary monetary or entitlement adjustments and take such internal administrative action as is necessary to correct such errors. The Employer shall notify the Employee in writing that an overpayment has been made and discuss repayment options. By mutual agreement between the Employer and the Employee, repayment arrangements shall be made. In the event mutual agreement cannot be reached, the Employer shall recover the overpayment by deducting up to ten percent (10%) of the Employee's gross earnings per pay period. If the Employee resigns or is terminated for cause prior to repayment, the Employer may deduct the balance left owing from their final pay cheque or other funds due on termination.

### 31.08

#### **Shift Differential**

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

- (i) 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
  - (ii) to Employees for each regularly scheduled hour worked between fifteen hundred (1500) hours to twenty-three hundred (2300) hours, provided that greater than one (1) hour is worked between fifteen hundred (1500) hours to twenty-three hundred (2300) hours.
  - (iii) to Employees for all overtime hours worked which fall within the period of fifteen hundred (1500) hours to twenty-three hundred (2300) hours.
  - (iv) Notwithstanding (ii) above, for Casual Employees working a shift that concludes between fifteen hundred (1500) and seventeen hundred (1700) hours, no shift differential will be paid.
- (b) A shift differential of five dollars (\$5.00) per hour shall be paid:
- (i) 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; or
  - (ii) to Employees for each regularly scheduled hour worked between twenty-three hundred (2300) hours to zero seven hundred (0700) hours provided that greater than one (1) hour is worked between twenty-three hundred (2300) hours and zero seven hundred (0700) hours.
  - (iii) to Employees for all overtime hours worked which fall within the period of twenty-three hundred (2300) hours to zero seven hundred (0700) hours.
- (c) All premiums payable under this Article shall not be considered as part of the Employee's Basic Rate of Pay.
- (d) Where applicable, an Employee shall be eligible to receive both shift differential and weekend premium.

### **Weekend Premium**

- 31.09 (a) A weekend premium of three dollars and twenty-five cents (\$3.25) per hour shall be paid:
- (i) to Employees working a shift wherein the majority of such shift falls within a sixty-four (64) hour period commencing at fifteen hundred (1500) hours on a Friday; or

- (ii) to Employees working each regularly scheduled hour worked after fifteen hundred (1500) hours on a Friday provided that greater than one (1) hour is worked within a sixty-four (64) hour period commencing at fifteen hundred (1500) hours on a Friday.
  - (iii) to Employees working all overtime hours which fall within the sixty-four (64) hour period commencing at fifteen hundred (1500) hours on a Friday.
  - (iv) Notwithstanding (ii) above, for Casual Employees working a shift that concludes between fifteen hundred (1500) and seventeen hundred (1700) hours on a Friday, no weekend premium will be paid for hours worked on the Friday.
- (b) All premiums payable under this Article shall not be considered as part of the Employee's Basic Rate of Pay.
  - (c) Where applicable, an Employee shall be eligible to receive both shift differential and weekend premium.

### **On-Call Duty**

- 31.10 Where a Casual Employee is assigned by the Employer to "on-call duty" for a specified period of time, they shall be paid three dollars and thirty cents (\$3.30) per hour, except that on Named Holidays, they shall be paid four dollars and fifty cents (\$4.50) per hour.
- 31.11 Where the Employer requires an Employee to carry a pocket pager while on-call, such pagers shall be supplied by the Employer. The number and distribution of pagers shall be determined by the Employer and shall remain the property of the Employer.
- 31.12
  - (a) For each occasion that a Casual Employee is called back to duty during the Employee's "on-call duty", in addition to the payment received for being "on-call", the Employee shall be paid for all hours worked during the on-call period or for three (3) hours, whichever is the longer, at their Basic Rate of Pay.
  - (b) Overtime rates, pursuant to Article 31.06(c) shall apply for all hours worked in excess of seven and three-quarter ( $7\frac{3}{4}$ ) hours per day.
  - (c) Where an Employee works more than six (6) hours on a call-back pursuant to Article 31.12, they shall be entitled to eight (8) hours rest before commencing their next scheduled shift, without loss of regular earnings.

## **Ambulance Duty**

31.13 An Employee assigned to travel by ambulance shall be paid fifty dollars (\$50.00) per round trip beyond seventy (70) kilometres or greater from their place of employment.

In addition to the payment provided for above:

(a) in the event circumstances permit an immediate return to their place of employment, they shall be paid at their Basic Rate of Pay and/or, if applicable, the overtime rate(s) as stated in Article 31.06, to which they are entitled up to the time:

- (i) the patient is released into the care of the receiving site; or
- (ii) their assigned work period would otherwise have ended; or
- (iii) they have returned to their place of employment;

whichever is the later and they shall be reimbursed for reasonable and substantiated expenses incurred.

(b) in the event circumstances prevent an immediate return to their place of employment, they shall be entitled to:

- (i) no loss of regular earnings for time not worked on assigned shifts as a result of the ambulance duty;
- (ii) be reimbursed for reasonable and substantiated expenses incurred; and
- (iii) their Basic Rate of Pay and/or if applicable, the overtime rate(s) as stated in Article 31.06, for the time spent on the return trip on the same basis as if they had been working at their place of employment.

31.14 The Employer shall establish a roster on which Employees may indicate their willingness to perform ambulance duties. An Employee who has not placed their name on such a roster shall not be required to take an ambulance assignment except where no Employee on the roster is immediately available to be assigned such duty.

## **31.15 Transportation and Subsistence**

Casual Employees shall be covered by the Transportation and Subsistence provisions of Article 21.

## **Named Holidays**

- 31.16 (a) A Casual Employee required to work on a Named Holiday shall be paid at:
- (i) one and one-half times (1 ½X) their Basic Rate of Pay for work performed up to seven and three-quarter (7 ¾) hours; and
  - (ii) two and one-half times (2 ½X) their Basic Rate of Pay for overtime worked on that Named Holiday.
- (b) 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 the aforementioned Named Holidays.
- (c) Notwithstanding Article 31.16(a)(i), a Casual Employee required to work on the August Civic Holiday or Christmas Day shall be paid at two times (2X) the Employee's Basic Rate of Pay for work performed up to seven and three-quarter (7 ¾) hours.
- (d) Notwithstanding Article 31.16(a)(ii) a Casual Employee required to work overtime on the August Civic Holiday or Christmas Day shall be paid at three times (3X) the Employee's Basic Rate of Pay.

## 31.17 **Vacations**

Casual Employees shall be entitled to, in addition to their Basic Rate of Pay, six percent (6%) of their Basic Rate of Pay in lieu of vacation, and shall be entitled to an additional two percent (2%) vacation pay on completion of the equivalent hours of work required by a Full-time Employee to reach the vacation entitlement of twenty (20) working days, and a further two percent (2%) vacation pay on completion of the equivalent hours of work required by a Full-time Employee to reach the vacation of twenty-five (25) working days and a further two percent (2%) of vacation pay on the completion of equivalent hours of work required by a Full-time Employee to reach the vacation of thirty (30) working days.

## 31.18 **Dues Deduction**

Casual Employees shall be subject to dues deductions as provided in Article 4.

## 31.19 **Grievance Procedure**

Casual Employees shall be covered by the Grievance and Arbitration procedure provision of this Collective Agreement.

31.20 **Appointments and Transfers**

- (a) Subject to the criteria established in Article 11: Appointments and Transfers, of this Collective Agreement, an applicant for regular employment who has experience with the Employer as a Casual Employee within the bargaining unit shall be given preference over external applicants.
- (b) All applicants for a posted transfer and/or vacancy, shall be informed in writing of their acceptance or rejection within five (5) working days of the date of the appointment. The Union shall be advised of the successful candidate.

31.21 Casual Employees who transfer to regular full-time or part-time employment with the Employer shall be credited with the following entitlements earned during their casual period of employment provided not more than six (6) months have elapsed since they last worked for the Employer:

- (a) vacation entitlement; and
- (b) the total accumulation of regular hours worked for the purpose of incremental advancement pursuant to Article 31.07.

31.22 **Temporary Assignments**

When a Casual Employee is assigned to replace another Employee in a higher paid classification within this Collective Agreement for two (2) consecutive hours or longer, they shall be paid the Basic Rate of Pay for the classification in which the Employee is relieving, providing they are qualified to perform the substantive duties of the higher paid classification. When a Casual Employee is required temporarily to perform the duties of a lower paid classification, their Basic Rate of Pay will not be changed.

31.23 **Probationary Period**

Casual Employees shall be covered by the Probationary Period Article of this Collective Agreement.

31.24 **Discipline and Dismissal**

Casual Employees shall be covered by the Discipline and Dismissal Article of this Collective Agreement.

31.25 **Professional Fees**

**Casual Employees are entitled to Article 43 - Professional Fees.**



**ARTICLE 32**

**LAYOFF AND RECALL**

**SUSPEND upon negotiation of our proposed Job Security/Contracting Out Language.**

**AUPE reserves the right to introduce proposals during bargaining.**

32.01 It is the exclusive right of the Employer to:

- (a) establish, and vary from time-to-time, the job classifications and the number of Employees, if any, to be employed in any classification, or in any work place; and
- (b) assign to other classifications any, or all, of the duties normally performed by classifications of this bargaining unit when Employees from within this bargaining unit are not available.

**Meeting with the Union**

32.02 The Employer and the Union recognize the value of meeting prior to a layoff process occurring. The purpose of this meeting is to discuss the process of how the reduction will take place, review the current seniority list, and discuss other relevant factors the parties agree upon.

**Notice of Reduction**

32.03 (a) When, in the opinion of the Employer, it becomes necessary to:

- (i) reduce the number of Regular Employees; or
- (ii) reduce a Regular Employee's regularly scheduled hours of work;  
or
- (iii) wholly or partly discontinue an undertaking, activity or service;

the Employer will notify affected Employee(s) at least fourteen (14) calendar days prior to the date of reduction, except that the fourteen (14) calendar days' notice shall not apply where reduction results from an act of God, fire, flood, or a work stoppage by Employees not covered by this Collective Agreement.

- (b) Where the reduction results from an act of God, fire or flood, the fourteen (14) calendar days' notice is not required but up to two (2) weeks' pay in lieu thereof based on regularly scheduled hours worked during this period shall be paid to affected Employees.

32.04 For the purposes of Article 32:

- (a) "partial layoff" shall mean a Regular Employee who has, due to the application of Article 32:
  - (i) suffered a reduction in regularly scheduled hours in their current classification; or
  - (ii) been placed in a different classification in their current paygrade, either at the same or a lower FTE as their current position; or
  - (iii) been placed in a classification in a lower pay grade, either at the same or a lower FTE as their current position.
- (b) "full layoff" shall mean a Regular Employee who does not hold a regular position due to the application of Article 32.
- (c) "layoff" shall mean a Regular Employee who is either on partial layoff or on full layoff.
- (d) "shift pattern" shall mean those patterns described in Article 12A.07(b).

### **Consultation Process**

- 32.05
- (a) At the time of providing written notice of reduction to affected Employee(s), the Employer shall:
    - (i) provide an affected Employee with the seniority lists set out in Article 9.04(a); and
    - (ii) schedule a consultation meeting between the affected Employee, the Employer and the Union, at which time the Employer shall advise the Employee of their retention options according to Articles 32.06 and 32.07, provided the Employee has the requisite job-related skills, training, knowledge and other relevant attributes to perform the work required in the retention options.
  - (b) The consultation meeting will not be unreasonably delayed as a result of the unavailability of a Union Representative.

### **Vacancies**

32.06 Affected Employee(s) shall be presented with the vacancy options listed in Articles 32.06(a) and 32.06(b) below:

- (a) vacant position(s) at their site(s) or, where applicable, within the program. Such vacant position(s) shall be comprised of:
  - (i) the Employee's same classification, shift pattern, and FTE;

- (ii) the Employee's same classification and FTE;
  - (iii) the Employee's same classification but lower FTE; and
  - (iv) a different classification in the Employee's same or a lower paygrade, either at the same or a lower FTE.
- (b) vacant position(s) within the bargaining unit. Such vacant position(s) shall be comprised of:
- (i) the Employee's same or lower FTE; and
  - (ii) classifications in the Employee's same or lower paygrade.
- (c) An Employee who declines a vacant position pursuant to Article 32.06 may elect to displace into an occupied position pursuant to Article 32.07 below.

### **Displacement**

32.07 An Employee who is not placed in a vacant position pursuant Article 32.06 shall be presented with the displacement options listed in Articles 32.07(a) and (b) below:

- (a) an occupied position at their site(s) or, where applicable, within the program. Such displacement shall affect a less senior Employee in a position comprised of:
- (i) the Employee's same classification, shift pattern, and FTE;
  - (ii) the Employee's same classification and FTE;
  - (iii) the Employee's same classification but lower FTE; and
  - (iv) a different classification in the Employee's same or a lower paygrade, either at the same or lower FTE.
- (b) an occupied position within the bargaining unit. Such displacement shall affect the least senior Employee in a position within a one hundred (100) kilometre radius of the Employee's site comprised of:
- (i) the Employee's same or lower FTE; and
  - (ii) classifications in the Employee's same or lower paygrade.
  - (iii) Where multiple Employees are exercising displacement rights under this clause they shall do so in reverse order of seniority.

(c) An Employee who declines displacement under Article 32.07 shall be laid off and placed on recall.

32.08 An Employee who has been presented with retention options under Article 32.05 shall have seventy-two (72) hours from the date of the consultation meeting to advise the Employer of their decision under Articles 32.06 or 32.07.

32.09 Where an Employee is placed in a vacancy or displaces into an occupied position pursuant to Articles 32.05 through 32.08, the Employer shall provide a paid orientation period to that Employee, the nature and length of which shall be determined by the Employer.

32.10 When an Employee is on approved leave of absence, or workers' compensation benefits, or long-term disability insurance benefits, the notice of reduction and consultation meeting shall be served when the Employee has provided notice of readiness to return to work.

32.11 An Employee who is displaced as a result of another Employee exercising their rights under Article 32 shall be entitled to exercise their rights in accordance with Articles 32.05 to 32.08.

32.12 The operation of this Article, including revision to shift schedules caused by a reduction under Article 32.03, shall not constitute a violation of the terms of this Collective Agreement.

### **Layoff**

32.13 An Employee who elects to:

- (a) exercise their rights under Articles 32.06 and 32.07 shall be considered to be on partial layoff, with recall rights.
- (b) not exercise their rights under Articles 32.06 and 32.07, shall be considered to be on full layoff, with recall rights.

32.14 Other than for the continuation of the seniority held at the time of full layoff, discipline, grievance and arbitration rights, and rights and benefits arising under this Article, an Employee's rights while on full layoff shall be limited to the right of recall under Article 32.

## **Employee Benefit Coverage During Layoff**

32.15 Employees on full layoff, such that the Regular Employee does not hold a regular or temporary position, may elect to maintain coverage of contributory plans specified in Article 24: Employee Benefit Plans, provided that the Employee makes arrangements prior to their date of layoff to pay the full premium costs for a maximum of twelve (12) months from the date of layoff. In the event the Employee works casual shift(s) the Employee shall remain responsible for the payment of the full premium costs.

## **Recall**

- 32.16
- (a) Where an Employer determines that a regular or temporary vacancy exists, such vacancy shall be posted and filled in accordance with Article 11: Appointments and Transfers. Application for such postings shall be open to all Employees, including those Employees on layoff.
  - (b) Where there are no applicants, or no suitable applicants, for a posted vacancy, the most senior Regular Employee on layoff from the site where the vacancy exists shall be offered the position. Such offer shall be contingent on the Employee having the requisite job-related skills, training, knowledge and other relevant attributes to perform the work involved.
  - (c) The method of recall shall be by telephone, and if telephone contact with the Employee on layoff is not accomplished, then contact will be made by one of three (3) ways, to be chosen by the Employee at the time the notice of layoff is given:
    - (i) Notification through their Alberta Health Services (AHS) email account. The Employer will provide instruction on how to access their AHS email account throughout the period of layoff from any internet connected device (phone or computer);
    - (ii) Notification at an email address provided by the Employee, with advice that the onus is on the Employee to advise the Employer of any change in that address; or
    - (iii) Notification by mail at a mailing address with advice that the onus is on the Employee to advise the Employer of any change in that address.
  - (d) Once recalled, Employees notified will report for work as directed but in any event shall notify the Employer of their intent no later than five (5) days following the date the notification was sent in the manner specified by the Employee.

- 32.17 (a) Employment shall be deemed terminated when an Employee does not return from layoff when notified to do so, or on the expiry of twenty-four (24) months from the date of layoff, whichever first occurs. Where an Employee on layoff occupies a temporary position, the twenty-four (24) month period shall be suspended during their temporary position and shall recommence upon the termination of the temporary position for the balance of the twenty-four (24) month recall period.
- (b) An Employee's right to recall under Article 32.16 will expire if the Employee refuses recall to a position with the same classification, FTE, shift pattern, and site as their pre-layoff position, or on the expiry of twenty-four (24) months from the date of layoff, whichever first occurs.

### **Casual Shifts**

- 32.18 (a) Employees on layoff shall indicate in writing on a regular basis to the Employer their availability to work casual shifts.
- (b) Casual shifts shall be offered to Employees who have the requisite job-related skills, training, knowledge and other relevant attributes to perform the work, in the following order, except where patient care requirements are such that this order is not possible:
- (i) Regular Employees who have been reduced in regular hours of work through the operation of this Article, in order of seniority; then;
  - (ii) Casual Employees and Regular Part-time Employees who have indicated their willingness to work additional shifts pursuant to Articles 29A.12 and 29B.12.
- (c) Employees on layoff who refuse casual shifts may do so without adversely impacting their recall rights.

**ARTICLE 33**

**DISCIPLINE AND DISMISSAL**

33.01 Unsatisfactory conduct by an Employee which is considered by the Employer to be serious enough to be entered on the Employee's record but not serious enough to warrant suspension or dismissal shall result in a written warning to the Employee and a copy to the Union within fifteen (15) days of the date the Employer first became aware of, or reasonably should have become aware of the occurrence of the act. A written warning that is grieved and determined to be unjustified shall be removed from the Employee's record.

33.02 **When the Employer notifies an Employee they will be investigated with regard to an allegation or incident they shall be advised in writing and provided a copy of any complaint prior to the investigation meeting. The investigation will be completed in accordance with timelines in Clause 33.01 and any Employee interview(s) will be in accordance with Clause 33.05. Written notification of the results will be provided to the Employee. Any disciplinary sanction as a result of the investigation will be issued within ten (10) days of the conclusion of the investigation.**

~~33.02~~ **33.03** Unsatisfactory performance by an Employee which is considered by the Employer to be serious enough to be entered on the Employee's record, but not serious enough to warrant suspension or dismissal, shall result in a written warning to the Employee and a copy to the Union within fifteen (15) days of the date the Employer first became aware of, or reasonably should have become aware of the occurrence of the act. It shall state a definite period in which improvement or correction is expected, and at the conclusion of such time, the Employee's performance shall be reviewed with respect to the discipline. The Employee shall be informed in writing of the results of the review.

The assignment of an improvement or correction period shall not restrict the Employer's right to take further action during said period, should the Employee's performance so warrant. A written warning that is grieved and determined to be unjustified shall be removed from the Employee's record.

~~33.03~~ **33.04** In the event an Employee is suspended or dismissed, the Employer shall provide written reasons for the suspension or dismissal to the Employee and the Union forthwith and in any event not later than five (5) days of the action being taken. The action or suspension or dismissal shall be within fifteen (15) days of the date the Employer first became aware of, or reasonably should have become aware of the occurrence of the act giving rise to the suspension or dismissal. When action involves a suspension, the notice shall specify the time period of the suspension.

- ~~33.04~~ **33.05** An Employee who has been subject to disciplinary action may after eighteen (18) months of continuous service, exclusive of absences of thirty (30) consecutive days or more from the date the disciplinary measure was invoked, request in writing that their personnel file be cleared of any record of the disciplinary action. Such request shall be granted provided the Employee's file does not contain any further record of disciplinary action during the eighteen (18) month period of which the Employee is aware. The Employer shall confirm in writing to the Employee that such action has been effected.
- ~~33.05~~ **33.06** The procedures stated in Articles 33.01, 33.02 and 33.03 do not prevent immediate suspension or dismissal for just cause.
- ~~33.06~~ **33.07** (a) An Employee required by the Employer to attend an investigation meeting or a disciplinary discussion shall be paid at the applicable rate of pay for time spent in that meeting.
- (b) Where circumstances permit, the Employer shall schedule a disciplinary discussion with the Employee by giving reasonable advance notice which shall not be less than twenty-four (24) hours. At such discussion an Employee may be accompanied by a representative of the Union.
- ~~33.07~~ **33.08** In the event that an Employee is reported to their licensing body by the Employer, the Employee shall be so advised, and unless otherwise requested a written copy shall be forwarded to the Union forthwith.
- ~~33.08~~ **33.09** An Employee absent for three (3) consecutive work days without good and proper reason and without notifying the Employer shall be considered to have terminated their services with the Employer.
- ~~33.09~~ **33.10** Except for the dismissal of a probationary Employee, there shall be no suspension, dismissal or discipline except for just cause.
- ~~33.10~~ **33.11** For the purposes of this Article, periods of time referred to in days shall be deemed to mean consecutive calendar days exclusive of Saturdays, Sundays and Named Holidays which are specified in Article 22.



**ARTICLE 34**

**BULLETIN BOARD SPACE**

- 34.01 The Employer shall provide bulletin boards to be placed in reasonably accessible locations upon which designated space shall be provided where the Union may be permitted to post notices of meetings and other such notices which may be of interest to Employees. It is not the intention of the Union to post anything objectionable to the Employer.
- 34.02 Where available, the Employer shall permit a Union Representative to access and utilize the internal electronic mail system. Such use shall be for sending notices of meetings and other such notices from one (1) site to another for purposes of posting on the site bulletin board. The Union shall provide copies of such notices to the Employer for approval prior to placement on the Employer's internal electronic mail system.

ARTICLE 35

HEATH & SAFETY

- NEW 35.01
- (a) The parties recognize the need for a safe and healthy workplace. The Employer shall be responsible for providing safe and healthy working conditions. The Employer and Employees will take all reasonable steps to eliminate, reduce or minimize all workplace safety hazards. Occupational health and safety education, training and instruction provided by the Employer, shall be paid at the Applicable 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) Such education, training, and instruction shall be provided before a worker begins a work activity requiring such education, training, and instruction.
  - (c) The Employer shall make every attempt to prevent workplace violence. The Employer shall have in place a policy supporting zero tolerance of workplace violence. The Employer shall immediately investigate all reports work workplace violence and provide a response of that investigation to the person who reported such an incident. The Employer shall have in place a violence notification system, which will alert all Employees of violence behaviours, past or present, from any patient/client.
  - (d) The Employer shall give a completed health and safety investigation report, to any Employee who reports a health and safety concern to the Employer.
  - (e) The Employer recognizes fatigue as a health and safety concern, and will take meaningful measures to prevent fatigue from affecting all Employees in accordance with the OHS Act, Regulations and Code.

~~35.01~~ **35.02** (a) The Employer shall establish/**maintain** an Occupational Health and Safety Committee, which shall be composed of representatives of the Employer and representatives of the Union and may include others representing recognized functional bargaining units. The Union shall nominate and assign their representative(s) on the Committee. This Committee shall meet once a month, and in addition shall meet within ten (10) days of receiving a written complaint regarding occupational health or safety. An Employee shall be paid the Employee's ~~Basic~~ **applicable** Rate of Pay for attendance at Committee meetings. A request by either Party to establish a Site Committee shall not be unreasonably denied. **The employer shall provide training to members of the committee, costs of which are paid by the Employer. Training shall be considered work time, and shall be paid at the applicable rate of pay.**

DEL/AMD (b) 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.~~ These numbers do not include subject matter experts brought in to assist on a particular issue.

NEW (c) **Both the Employer and the Union shall have a co-chair on the Committee. The Co-Chairs will alternate chairing Committee meetings.**

AMD ~~(c)~~(d) **The agenda for each meeting shall be circulated to the committee no less than 7 days prior to the meeting.** Minutes of each meeting shall be taken and shall be approved by the Employer, the Union and other ~~bargaining~~ **employee** groups referred to in (a), prior to circulation. **Minutes shall be approved and distributed within 7 days following the meeting.**

~~(d)~~(e) The purpose of the Occupational Health and Safety Committee is to consider such matters as Occupational Health and Safety and the Union may make recommendations to the Employer in that regard.

~~(e)~~(f) The Occupational Health and Safety Committee shall also consider measures necessary to ensure the security of each Employee on the Employer's premises and the Union may make recommendations to the Employer in that regard.

~~(f)~~(g) Should an issue not be resolved by the **Committee**, the issue shall be referred to the Chief Executive Officer (CEO). A resolution meeting between the ~~Committee~~ **Union** and the CEO, or his or their designate(s), shall take place within twenty-one (21) calendar days of the issue being referred to the CEO. The CEO or designate(s) shall reply in writing to the ~~Committee~~ **Union** within ~~twenty-one (21)~~ **seven (7)** calendar days of the resolution meeting.

~~(g)~~(h) Should the issue remain unresolved following the CEO or designate(s) written response, the ~~Committee~~ **Union** may request and shall have the right to present its recommendation(s) to the Employer Board. **A resolution meeting shall be held within thirty (30) calendar days of the issue being referred to The Board.** The Board shall reply in writing to the ~~Committee~~ **Union** within fourteen (14) calendar days of the presentation by the ~~Committee~~ **Union**.

~~35.02~~ **35.03** Where an Employee requires specific immunization and titre, as a result of or related to the Employee's work, it shall be provided at no cost.

~~35.03~~ **35.04** The Employer shall have in place harassment and working alone policies which shall be reviewed annually by the Occupational Health and Safety Committee.

**NEW 34.05** The Employer shall not unreasonably deny **Committee** members access to the workplace to conduct safety inspections.

**NEW 34.06** Working Alone

(a) No Employee shall be assigned to work alone on a unit.

(b) Where an Employee is assigned to work alone in other than a unit, the Employer shall have in place a policy and procedure to support a Working Alone Safety Plan which shall be reviewed annually by the Committee. Employees shall be provided with and required to use the hazard controls specified within the applicable Working Alone Safety Plan.

**NEW 35.07** Workplace Violence Prevention Strategy

(a) Incidents of violence, verbal or physical, committed by a resident, visitor or resident's family member shall be reported by the Employee through My Safety Net.

(b) When a violent incident occurs, it is mandatory for the employee to be immediately taken from their regular duties and provided time to complete the violent incident report form.

(c) The Workplace Health and Safety Advisor shall forward all incidents of violence to the Occupational Health and Safety Co-chairs.

- (d) The Manager or designate shall forward the completed investigation report, along with its corrective actions to the OH&S Committee.
- (e) Violent incidents will be a standing item and tracked in the OH&S Committee minutes.
- (f) The OH&S Committee may provide recommendations to the Administrator. The Administrator will reply to the OH&S Committee Co-chairs prior to the following meeting wherever possible, or as soon as possible thereafter.
- (g) The Administrator will report violent incidents to the OH&S Committee including the following:
  - a. Type of incident (e.g. physical, verbal);
  - b. Date of incident
  - c. Activity at time of incident;
  - d. Work Location and Department
  - e. Nature of injuries;
  - f. Root cause(s);
  - g. Corrective actions taken to prevent recurrence;

**ARTICLE 36**

**COPIES OF THE COLLECTIVE AGREEMENT**

- 36.01 The Employer shall provide access to an electronic copy of the Collective Agreement to each Employee.
- 36.02 The Employer and the Union shall endeavor to maintain copies of the current Collective Agreement as well as expired Collective Agreements on their respective websites.
- 36.03 The Employer shall provide a paper copy of the Collective Agreement to the Employee upon the Employee's request.

**ARTICLE 37**

**GRIEVANCE PROCEDURE**

**Discussion - Talk about hard timelines vs. reasonable timelines.**

**37.01 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 Article 37.05 except in cases of suspension or dismissal which will commence at Step 2; or
- (b) a group grievance is a dispute affecting two (2) or more Employees. Such grievance shall be initiated at Step 2 and processed therefrom in the same manner as an individual grievance as outlined in Article 37.05. 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 fifteen (15) 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 Article 37.01(a), (b) and (c) and Article 37.05 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.

**37.02 Authorized Representatives**

- (a) An Employee may be assisted and represented by a Union Representative when presenting a grievance.

- (b) The Employer agrees that the Union 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 representative shall leave their work without obtaining consent from their supervisor which shall not be unreasonably withheld. The Union Representative shall not suffer any loss of pay for time spent in the performance of their duties involving a grievance provided that the representative does not leave the Employer's premises.

37.03 **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 22.

37.04 **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 or dismissal grievance shall commence at Step 2.

37.05 **Steps in the Grievance Procedure**

At each step of the grievance procedure, the Parties shall exchange all particulars known to them and relevant to the issue in dispute that would assist in resolving the grievance.

(a) **Step 1 (Immediate Supervisor)**

An Employee who has a grievance shall first discuss the matter with their immediate supervisor. The Parties shall make every attempt to resolve the issue at this stage prior to proceeding with a written grievance. 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 Director of the Department or designated representative who shall reply in writing within ten (10) days of receiving the grievance. At the request of either Party, a grievance hearing 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 (Chief Executive Officer, or Designate)**

Within ten (10) days of the reply from the Director of the Department or designated representative, the Employee shall submit the grievance in writing to the Chief Executive Officer or the designated representative. The Chief Executive Officer or their representative shall hold a hearing within five (5) days of receipt of the grievance. The Employee shall be entitled to have a Union Representative present during the meeting. The Chief Executive Officer or their representative shall render a written decision within five (5) days of the date of the hearing. If the grievance is not settled at this stage, the Union may decide to proceed to Arbitration.

37.06

**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 Article 37.06(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.

37.07

**Optional Mediation**

The Parties may mutually agree to non-binding mediation:

- (a) At any step in the grievance procedure outlined in Article 37.05, 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 38**

**EMPLOYEE-MANAGEMENT ADVISORY COMMITTEE**

- 38.01 (a) Each Site will establish an Employee Management Advisory Committee (EMAC).
- (b) The function of each EMAC is to examine and make recommendations regarding the concerns of Employees. These may include concerns about Patient, Resident, or Client care, as well as matters related to employment, except to the extent those employment matters are already covered by the Collective Agreement.
- 38.02 (a) Matters for discussion may include, but are not limited to:
- (i) staffing;
  - (ii) environment;
  - (iii) organizational change(s); and
  - (iv) concerns related to regulatory standards of practice.
- (b) Employees intending to raise an issue at an EMAC meeting should first discuss the issue with the most immediate supervisor in an excluded management position who is involved in the issue. Employees may be assisted by a Union Representative for this purpose.
- (c) Article 38.02(a)(iv) is to enable Licensed Practical Nurses and other Employees employed in regulated professions under the *Health Professions Act R.S.A. 2000, c. H-7* to bring forward concerns related to practice issues that may contravene a regulatory standard of practice to which they are bound.
- (d) For the purposes of Article 38.02(c):
- (i) Where an issue is raised over practice issues that may contravene an Employee's professional regulatory standards, under Article 38.02(c), the Employee(s) raising the issue shall first discuss the issue with their immediate supervisor in an excluded management position.
  - (ii) If not resolved under (i) above, the Employee(s) shall document, to their senior department leader or designate how the issues may contravene their standards of practice.

- (iii) As part of the review of the documentation, the parties identified in (ii) above, may consult jointly with the applicable College regarding the issue.
- (iv) Following the review and any consultation, the senior department leader or designate will communicate their response to the Employee(s), which may then, if still necessary be discussed at the EMAC meeting.

38.03 An Employee shall be paid their Basic Rate of Pay for attendance at the EMAC.

- 38.04
- (a) Each Site EMAC shall consist of:
    - (i) up to four (4) elected Employees as advised by the Union Representative for the Site; and
    - (ii) up to four (4) appointed representatives selected by the Employer; and
    - (iii) such ad hoc members invited by either Party as required.
  - (b) Responsibility for chairing the EMAC meetings will alternate between Employee and Employer representatives.
  - (c) EMAC meetings will be held at least quarterly and in any event within ten (10) days of receiving a written description of an issue falling within the EMAC's functions.
  - (d) Meeting agendas will be prepared and circulated to all representatives at least seven (7) days before the scheduled EMAC meeting. Unresolved items from previous meetings will be highlighted and reviewed.
  - (e) Regularly scheduled EMAC meetings may be cancelled in the event there are no agenda items for discussion.
  - (f) Meeting minutes will be recorded and approved by both Parties before circulation.

38.05 The Auxiliary Nursing Care Task Force under Letter of Understanding #6 Re: Auxiliary Nursing Care Task Force may consider the functioning of EMACs at the Site level and make recommendations where appropriate. Before a grievance is filed over the failure to form EMACs at a Site level, the issue will be raised and discussed by the Auxiliary Nursing Care Task Force.

**ARTICLE 39**

**UNIFORMS**

39.01 Where uniforms are required by the Employer, the following shall apply:

- (a) Employees may, at their discretion, wear caps, lab coats or warming jackets.
- (b) Employees may, at their discretion, wear coloured uniforms, except where uniforms are supplied by the Employer.
- (c) The Employer shall develop a policy regarding the wearing of uniforms and identify any areas where uniforms will be provided and maintained. A copy of the policy will be provided to the Union.

**ARTICLE 40A**

**EXTENDED WORK DAY – FULL-TIME EMPLOYEES**

- 40A.01 (a) 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 Collective Agreement by signing a document indicating those affected positions where such Collective Agreement applies. The list of affected positions may be amended from time-to-time by agreement of the Parties. Such list shall indicate for each unit whether this list applies to Full-time Employees, Part-time Employees or both.
- (b) Affected positions may be deleted from the list referred to in Article 40A.01(a) by either Party providing the other Party with twelve (12) weeks' notice in writing of such intent or such shorter period as is mutually agreed between the Employer and a local chapter representative of the Union.
- 40A.02 (a) 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 in an affected position all other Articles of this Collective Agreement shall remain in full force and effect as between the Parties.
- (b) Where an Employee works a shift schedule that consists of a combination of extended shifts and shifts of seven and three-quarter (7 ¾) hours or less, the provisions of this Article shall apply to all scheduled shifts.

**Hours of Work**

The following provisions replace Articles 12A and 12B:

- 40A.03 The provisions of Article 40A.03 to 40A.15 apply to Full-time Employees in the facility, community and mental health clinics settings, unless otherwise noted.
- 40A.04 (a) Regular hours of work for Full-time Employees, exclusive of meal periods, shall:
- (i) not exceed eleven and one-quarter (11 ¼) consecutive hours per day;
- (ii) be thirty-eight point seven nine (38.79) hours per week averaged over one (1) complete cycle of the shift schedule; and

(iii) except where overtime is necessitated, maximum on-site hours shall not exceed twelve and one-quarter (12 ¼) hours per day, as determined by the start and finish times of the shift.

(b) Regular hours of work shall be deemed to:

(i) include as scheduled by the Employer, one (1) rest period of fifteen (15) minutes during each full period of three point eight seven (3.87) hours; and

(ii) exclude at least one (1) and a maximum of two (2) thirty (30) or thirty-five (35) minute meal periods as scheduled by the Employer. Two (2) or more meal breaks or rest periods may be combined by agreement between the Employee and the Employer.

40A.05 (a) Notwithstanding that the meal break is to be excluded in the calculation of regular hours of work, if the Employer requires an Employee to be readily available for duty during their meal period, they shall be so advised in advance and be paid for that meal period at their Basic Rate of Pay.

(b) If an Employee is recalled to duty or if the Employer requires an Employee to work during their meal period or rest period they shall be given a full meal period or rest period later in their shift, or, where that is not possible, be paid for the meal period or rest period as follows:

(i) for a rest period, at two times (2X) their Basic Rate of Pay; or

(ii) for a meal period for which the Employee is entitled to be paid in accordance with Article 40A.04(b), at two times (2X) their Basic Rate of Pay; or

(iii) for a meal period for which the Employee is not otherwise entitled to be paid, at two times (2X) their Basic Rate of Pay.

40A.06 **Facility Employees Only**

Subject to Articles 40A.14 and 40A.15, shift schedules shall be posted twelve (12) weeks in advance or such shorter period as is mutually agreed between the Employer and a local chapter representative of the Union. The Employer shall allow a representative of the Union to reproduce a copy of the posted shift schedule which is inclusive of changes made by mutual agreement.

40A.07 Except in cases of emergency or by mutual agreement between the Employee and the Employer, shift schedules for Regular Employees shall provide for:

(a) at least two (2) consecutive days of rest per week;

(b) not be scheduled to work more than four (4) consecutive extended shifts;



(c) **Facility Employees Only**

- (i) at least twenty-two and one-half (22 ½) hours off duty at a shift changeover;
- (ii) except when application of this Article is waived by mutual agreement between the Employee and the Employer, if an Employee is required by the Employer to change shifts without receiving twenty-two and one-half (22 ½) hours off duty, they shall be entitled to premium payment of two times (2X) their Basic Rate of Pay for the first (1<sup>st</sup>) tour of duty on the new shift;
- (iii) two (2) weekends off duty in each four (4) week period. "Weekend" shall mean a Saturday and the following Sunday. The period of time off must be at least fifty-nine (59) hours;
- (iv) an Employee will not be required to work split shifts except by mutual agreement between the Employee and the Employer.

(d) **Community and Mental Health Clinics Employees Only**

- (i) days off to be scheduled in such a way as to equally distribute weekends off over a shift cycle among Regular Full-time and Regular Part-time Employees who perform the work involved;
- (ii) Article 40A.07(d)(i) above does not apply to an Employee who is hired into, or by choice is in, a position that is assigned to work weekends on a regular basis;
- (iii) an Employee may work a split shift where agreed, in writing, between the Employer and Employee. No portion of a split shift shall be less than three (3) hours.

40A.08 Employees shall be aware that, in the course of their regular duties, they may be required to work on various shifts throughout the twenty-four (24) hour period of the day and the seven (7) days of the week. The first (1<sup>st</sup>) shift of the working day shall be the one wherein the majority of hours worked fall between twenty-four hundred (2400) hours and zero eight hundred (0800) hours.

40A.09 **Facility Employees Only**

- (a) A request by an Employee to work nights only shall not be unreasonably denied, provided however that the Employer shall have the right to assign periods of day duty for the purpose of maintaining proficiency totaling not more than one hundred sixteen and one-quarter (116 ¼) regular hours worked in a calendar year. An Employee who has requested to work nights only may alter such request only after:

- (i) having worked such shift pattern for a minimum of twelve (12) months; and
  - (ii) upon giving written notice to the Employer.
- (b) Upon receiving a request or requests to revert under Article 40A.09(a) the Employer shall provide all other Employees working nights only shift patterns on the schedule notice of the reversion request to determine whether or not they also wish to revert, commencing with the posting of the revised shift schedule in Article 40A.06. Such notice will be provided regardless of how long the other Employees on the schedule have worked in those shift patterns. The Employer:
- (i) shall post a revised shift schedule to become effective within fourteen (14) weeks of receiving the initial request(s); and
  - (ii) shall not be required to revise the shift schedule more than once in any twelve (12) month period, commencing from the revised shift schedule's implementation date.
- (c) An application under Article 11: Appointments and Transfers, in response to a nights only position constitutes an Employee request for the purposes of Article 40A.09(a).
- (d) Employees who are required to rotate shifts shall be assigned day duty at least one-half (½) of the time during the shift cycle, provided that in the event of an emergency or where unusual circumstances exist, an Employee may be assigned to such shift as may be necessary. For the purpose of applying the foregoing, an Employee will be deemed to have been assigned day duty for those periods of time absent on vacation or on or for a Named Holiday, that would have, except for such absence, been day duty to which the Employee would have been assigned in accordance with the shift schedule. Scheduled days of rest shall not be considered as day duty for the purpose of applying this provision.

40A.10

- (a) Employees may exchange shifts among themselves, provided that:
- (i) the exchange is agreed to, in writing, between the affected Employees; and
  - (ii) prior approval of such exchange has been given by the Employee's immediate supervisor; and
  - (iii) such exchange must not result in additional costs for the Employer when compared to the Employees' pre-exchange schedules.
- (b) Where such a request is made in writing, the Employer's reply shall also be in writing no more than seven (7) days after the request is made.

- (c) Such exchange shall be recorded on the shift schedule.
- (d) Such exchange shall not be deemed a violation of the provisions of this Collective Agreement.

40A.11 **Facility Employees Only**

When an Employee reports for work as scheduled, and is directed by the Employer to leave, they shall be compensated for the inconvenience by a payment equivalent to three (3) hours pay at their Basic Rate of Pay.

40A.12 **Community and Mental Health Clinics Employees Only**

An Employee will be paid for regularly scheduled hours of work at their Basic Rate of Pay when a work period is cancelled by the Employer or client with less than twenty-four (24) hours' notice provided that no alternative assignment is available.

40A.13 A Regular Employee shall not be scheduled to work more than two (2) different shifts between scheduled days off except as mutually agreed between the Employer and the Employee.

40A.14 **Facility Employees Only**

Except when application of this Article is waived by mutual agreement between the Employee and the Employer, where an Employee's scheduled days off are changed without fourteen (14) calendar days' notice, the Employee shall be paid at two times (2X) for all hours worked on what should otherwise have been their off duty days.

40A.15 **Facility Employees Only**

Except when application of this Article is waived by mutual agreement between the Employee and the Employer, if, in the course of a posted schedule, the Employer changes an Employee's scheduled shift, but not their scheduled days off, they shall be paid at the rate of two times (2X) their Basic Rate of Pay for all hours worked during the first (1<sup>st</sup>) shift of the changed schedule, unless fourteen (14) calendar days' notice of such change has been given.

40A.16 On the date fixed by proclamation, in accordance with the *Daylight Savings Time Act*, of conversion to Mountain Standard Time, regular hours of work shall be extended to include the resultant additional hour with additional payment due therefor at the applicable overtime rate. On the date fixed by said *Act* for the resumption of Daylight Savings Time, the resultant reduction of one (1) hour in the shift involved shall be effected with the appropriate deduction in regular earnings.

- 40A.17 (a) Employees may work flexible hours by mutual agreement between the Employee and Employer, whereby at a mutually agreeable time the Employer will provide and that Employee shall take time off:
- (i) for those hours worked during the normal rest period; and
  - (ii) in place of overtime pay for those hours worked in excess of eleven and one-quarter (11 ¼) hours in a day or thirty-eight point seven nine (38.79) hours in a week averaged over one (1) cycle of this shift schedule;
- in which event Articles 40A.04(a), 40A.06, 40A.07 and 13 shall have no application.
- (b) The Employee shall be paid for the time taken off in place of overtime pay at the same rate the Employee would have been paid wages had the Employee worked those hours on a normal working day.
- (c) If time off in place of overtime pay is not provided and taken in accordance with the foregoing, the Employee will be paid overtime pay in accordance with Article 13.05.

The following provisions amend or add to specified Articles as indicated:

40A.18 **Overtime**

- (a) Amend Article 13.01(a) to read:
- 13.01 (a) Overtime is all time authorized by the Employer and worked by a Regular Employee in excess of the regularly scheduled daily hours in compliance with Article 40A.04(a) or on scheduled days of rest for Full-time Employees. The Employer will provide on each ward or unit overtime forms which are to be signed by the designated authorizing person and a copy shall be given to the Employee at the time the overtime is worked.

40A.19 **Shift Differential**

- (a) Amend Article 16 to add:
- 16.05 No Employee shall receive payment under Articles 16.01 and 16.02 concurrently.

40A.20 **Named Holidays**

- (a) Amend Article 22.01 by adding (d):

22.01 (d) It is agreed that a Full-time Employee covered by this Article shall be entitled to eleven (11) Named Holidays and one (1) Floater Holiday as specified, and shall be paid for same at the Employee's Basic Rate of Pay to a maximum of ninety-three (93) hours per annum.

- (b) Amend Article 22.03 to read:

22.03 Notwithstanding Article 2.13, an Employee required to work on a Named Holiday shall be paid for all hours worked on a Named Holiday at one and one-half times (1 ½X) their Basic Rate of Pay, excepting where another premium (i.e. overtime) would provide a greater monetary benefit, plus:

- (a) an alternate day or hours off at a mutually agreed time; for which they will be paid seven and three-quarter (7 ¾) hours pay at their Basic Rate of Pay; or
- (b) by mutual agreement, a day or hours off added to the Employee's next annual vacation.
- (c) failing mutual agreement of the alternate day off to be scheduled within thirty (30) calendar days following the Named Holiday, the Employee will be paid seven and three-quarter (7 ¾) hours at their Basic Rate of Pay.
- (d) Employees obliged to work on Christmas Day or August Civic Holiday 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;
  - (ii) by mutual agreement, a day added to the Employee's next annual vacation; or
  - (iii) failing mutual agreement of the alternate day off to be scheduled within thirty (30) calendar days following the Named Holiday, the Employee will be paid seven and three-quarter (7 ¾) hours at their Basic Rate of Pay.

- (e) Alternate days off pursuant to Articles 22.03 and 22.04 not taken as of the first (1<sup>st</sup>) pay period after March 1<sup>st</sup> every year shall be paid out at the Basic Rate of Pay.

40A.21

**Sick Leave**

- (a) Amend Article 25.02 to read:

25.02 An Employee shall be allowed a credit for sick leave from the date of employment at the rate of eleven point six two five (11.625) hours for each full month of employment to a maximum credit of nine hundred and thirty (930) hours.

In the case of:

- (a) illness;
- (b) injury;
- (c) layoff;
- (d) leave of absence;
- (e) unpaid leave while in receipt of weekly indemnity as provided for by the short-term disability insurance plan or the long-term disability insurance plan; or
- (f) periods while in receipt of compensation from the Workers' Compensation Board;

sick leave shall not accrue during the period of such absence in excess of one (1) month.

- (b) Amend Article 25.06 to read:

25.06 When an Employee has accrued the maximum sick leave credit of nine hundred and thirty (930) 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.

40A.22

**Leave of Absence**

(a) Amend Article 27.07(a) and (b) to read:

27.07 (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 fiancée).

(ii) The Employee shall suffer no loss of regular earnings for the first (1<sup>st</sup>) five (5) calendar days, to a maximum of thirty-eight and three-quarter (38  $\frac{3}{4}$ ) paid hours. The Employer may extend bereavement leave by up to two (2) additional days, to a maximum of fifteen and one-half (15  $\frac{1}{2}$ ) paid hours, where travel is required. 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 a maximum of seven and three-quarter (7  $\frac{3}{4}$ ) hours paid, to attend the funeral services.

(b) Amend article 27.09 (a) – (e) to read:

**Personal Leave**

27.09 (a) 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. 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<sup>st</sup> of each year.

- (i) Full-time and Part-time Employees greater than zero point eight zero (0.80) FTE shall be entitled to three (3) days of up to eleven and one-quarter (11 ¼) hours each;
  - (ii) Part-time Employees between zero point six zero (0.60) and zero point eight zero (0.80) FTE shall be entitled to two (2) days of up to eleven and one-quarter (11 ¼) hours each;
  - (iii) Part-time Employees between zero point thirty-eight (0.38) and zero point fifty-nine (0.59) FTE shall be entitled to one (1) day of up to eleven and one-quarter (11 ¼) hours.
- (c) Personal Leave days are 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> the following year.



**ARTICLE 40B**

**EXTENDED WORK DAY - PART-TIME EMPLOYEES**

- 40B.01 (a) 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 Collective Agreement by signing a document indicating those affected positions where such Collective Agreement applies. The list of affected positions may be amended from time-to-time by agreement of the Parties. Such list shall indicate for each unit whether this list applies to Full-time Employees, Part-time Employees or both.
- (b) Affected positions may be deleted from the list referred to in Article 40B.01(a) by either Party providing the other Party with twelve (12) weeks' notice in writing of such intent or such shorter period as is mutually agreed between the Employer and a local chapter representative of the Union.
- 40B.02 (a) 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 in an affected position all other Articles of this Collective Agreement shall remain in full force and effect as between the Parties.
- (b) Where an Employee works a shift schedule that consists of a combination of extended shifts and shifts of seven and three-quarter ( $7 \frac{3}{4}$ ) hours or less, the provisions of this Article shall apply to all scheduled shifts.
- (c) Except where overtime is necessitated, maximum on-site hours shall not exceed twelve and one-quarter ( $12 \frac{1}{4}$ ) hours per day, as determined by the start and finish times of the shift.

**Hours of Work**

The following provisions replace Articles 29A, 29B and 29C:

- 40B.03 The provisions of Articles 40B.04 to 40B.17 apply to Part-time Employees in the facility, community and mental health clinics settings, unless otherwise noted.
- 40B.04 (a) Regular hours of work for Part-time Employees, exclusive of meal periods, shall be up to eleven and one-quarter ( $11 \frac{1}{4}$ ) hours in any day. The ratio of work days to non-work days shall not exceed 7:7 in a six (6) calendar week period beginning on the first (1<sup>st</sup>) day of the first (1<sup>st</sup>) pay period following ninety (90) days after the ratification date.
- (b) Regular hours of work shall be deemed to:

- (i) include one (1) rest period of fifteen (15) minutes during each full period of three point eight seven (3.87) hours; and
- (ii) exclude at least one (1) and a maximum of two (2) thirty (30) or thirty-five (35) minute meal periods as scheduled by the Employer. Two (2) or more meal breaks or rest periods may be combined by agreement between the Employee and the Employer.

- 40B.05
- (a) Notwithstanding that the meal break is to be excluded in the calculation of regular hours of work, if the Employer requires an Employee to be readily available for duty during their meal period, they shall be so advised in advance and be paid for that meal period at their Basic Rate of Pay.
  - (b) If an Employee is recalled to duty or if the Employer requires an Employee to work during their meal period or rest period they shall be given a full meal period or rest period later in their shift, or, where that is not possible, be paid for the meal period or rest period as follows:
    - (i) for a rest period, at two times (2X) their Basic Rate of Pay; or
    - (ii) for a meal period for which the Employee is entitled to be paid in accordance with Article 40B.05(b)(i), at two times (2X) their Basic Rate of Pay; or
    - (iii) for a meal period for which the Employee is not otherwise entitled to be paid, at two times (2X) their Basic Rate of Pay.

40B.06 **Facility Employees Only**

Subject to Articles 40B.11 and 40B.13, shift schedules shall be posted twelve (12) weeks in advance or such shorter period as is mutually agreed between the Employer and a local chapter representative of the Union. The Employer shall allow a representative of the Union to reproduce a copy of the posted shift schedule which is inclusive of changes made by mutual agreement in accordance with Article 29A.06(a).

40B.07 Except in cases of emergency or by mutual agreement between a Part-time Employee and the Employer:

- (a) not be scheduled to work more than four (4) consecutive extended shifts;
- (b) **Facility Employees Only**
  - (i) shift schedules shall provide for at least twenty-two and one-half (22 ½) hours off duty at a shift changeover;

- (ii) except when application of this Article is waived by mutual agreement between the Employee and the Employer, if an Employee is required by the Employer to change shifts without receiving twenty-two and one-half (22 ½) hours off duty, they shall be entitled to premium payment of two times (2X) their Basic Rate of Pay for the first (1<sup>st</sup>) tour of duty on the new shift;
- (iii) an Employee shall not be scheduled to work on two (2) weekends in each four (4) week period. "Weekend" shall mean a Saturday and the following Sunday. The period of time off must be at least fifty-nine (59) hours;
- (iv) an Employee will not be required to work split shifts except by mutual agreement between the Employee and the Employer.

(c) **Community and Mental Health Clinics Employees Only**

- (i) days off to be scheduled in such a way as to equally distribute weekends off over a shift cycle among Regular Full-time and Regular Part-time Employees who perform the work involved;
- (ii) Article 40B.07(c)(i) above does not apply to an Employee who is hired into, or by choice is in, a position that is assigned to work weekends on a regular basis;
- (iii) an Employee may work a split shift where agreed, in writing, between the Employer and Employee. No portion of a split shift shall be less than three (3) hours.

40B.08 Employees shall be aware that, in the course of their regular duties, they may be required to work on various shifts throughout the twenty-four (24) hour period of the day and the seven (7) days of the week. The first (1<sup>st</sup>) shift of the working day shall be the one wherein the majority of hours worked fall between twenty-four hundred (2400) hours and zero eight hundred (0800) hours.

40B.09 **Facility Employees Only**

- (a) A request by an Employee to work nights only shall not be unreasonably denied, provided however that the Employer shall have the right to assign periods of day duty for the purpose of maintaining proficiency totaling not more than one hundred sixteen and one-quarter (116 ¼) regular hours worked in a calendar year. An Employee who has requested to work nights only may alter such request only after:
  - (i) having worked such shift pattern for a minimum of twelve (12) months; and
  - (ii) upon giving written notice to the Employer.

- (b) Upon receiving a request or requests to revert under Article 40B.09(a) the Employer shall provide all other Employees working nights only shift patterns on the schedule notice of the reversion request to determine whether or not they also wish to revert, commencing with the posting of the revised shift schedule in Article 40B.06. Such notice will be provided regardless of how long the other Employees on the schedule have worked in those shift patterns. The Employer:
  - (i) shall post a revised shift schedule to become effective within fourteen (14) weeks of receiving the initial request(s); and
  - (ii) shall not be required to revise the shift schedule more than once in any twelve (12) month period, commencing from the revised shift schedule's implementation date.
- (c) An application under Article 11: Appointment and Transfers, in response to a nights-only position constitutes an Employee request for the purposes of Article 40B.09(a).
- (d) Employees who are required to rotate shifts shall be assigned day duty at least one-half (½) of the time during the shift cycle, provided that in the event of an emergency or where unusual circumstances exist, an Employee may be assigned to such shift as may be necessary. For the purpose of applying the foregoing, an Employee will be deemed to have been assigned day duty for those periods of time absent on vacation or on or for a Named Holiday, that would have, except for such absence, been day duty to which the Employee would have been assigned in accordance with the shift schedule. Scheduled days of rest shall not be considered as day duty for the purpose of applying this provision.

40B.10

- (a) Employees may exchange shifts among themselves, provided that:
  - (i) the exchange is agreed to, in writing, between the affected Employees; and
  - (ii) prior approval of such exchange has been given by the Employee's immediate supervisor; and
  - (iii) such exchange must not result in additional costs for the Employer when compared to the Employees' pre-exchange schedules.
- (b) Where such a request is made in writing, the Employer's reply shall also be in writing no more than seven (7) days after the request is made.
- (c) Such exchange shall be recorded on the shift schedule.
- (d) Such exchange shall not be deemed a violation of the provisions of this Collective Agreement.

40B.11 **Facility Employees Only**

In the event an Employee's scheduled shift is cancelled with less than fourteen (14) days' notice, a make-up shift shall be scheduled for the next following cycle of the shift schedule. When an Employee reports for work as assigned, and is directed by the Employer to leave, they shall be compensated for the inconvenience by a payment equivalent to three (3) hours' pay at their Basic Rate of Pay.

40B.12 **Community and Mental Health Clinics Employees Only**

An Employee will be paid for regularly scheduled hours of work at their Basic Rate of Pay when a work period is cancelled by the Employer or client with less than twenty-four (24) hours' notice provided that no alternative assignment is available.

40B.13 **Facility Employees Only**

Except when application of this Article is waived by mutual agreement between the Employee and the Employer, if, in the course of a posted schedule, the Employer changes an Employee's scheduled shift, they shall be paid at the rate of two times (2X) their Basic Rate of Pay for all hours worked during the first (1<sup>st</sup>) shift of the changed schedule, unless fourteen (14) calendar days' notice of such change has been given.

- 40B.14
- (a) A Part-time Employee may work additional shifts.
  - (b) Where a Part-time Employee volunteers or agrees when requested to work additional shifts, they shall be paid their basic rate for such hours, or if applicable, at the overtime rate(s) provided in Article 29C.02:
    - (i) for those hours worked in excess of eleven and one-quarter (11 ¼) hours in a day; or
    - (ii) for those hours in excess of eleven and one-quarter (11 ¼) hours in a day when replacing another Employee in an extended work day shift in accordance with Articles 40A.04 or 40B.04; or
    - (iii) for work performed by the Employee on days in excess of the work ratio referred to in Article 29A.02.
  - (c) Where the Employer requires a Part-time Employee to work without them having volunteered or agreed to do so, they shall be paid the applicable overtime rate provided in Article 29C.02.

- (d) At the time additional work is being offered, the Employee shall be responsible for advising the Employer that the Employee will be in an overtime situation if they accept the additional work. The Employer is not obligated to call in Part-time Employees for additional work if such additional work would result in the Employer having to incur overtime costs.
- (e) Opportunities for additional hours of work shall be distributed equitably among the Regular Part-time Employees and the Casual Employees who have requested additional hours of work.

**40B.15 Community and Mental Health Clinics Employees Only**

- (a) Every reasonable effort will be made to schedule Regular Employees to their regular FTE.
- (b) In order to accomplish Article 40B.15(a), every reasonable effort will be made to distribute additional work at the site on the basis of seniority.
- (c) Notwithstanding Article 40B.15(b), where there are unusual circumstances that require unique skills, consideration for patient care requirements, consideration for program efficiency and effectiveness, or where Employees are not available, the Employer may utilize the most appropriate Employee.
- (d) Additional hours includes work of a temporary or project nature.

40B.16 Subject to Article 40B.15, opportunities for additional hours of work shall be distributed equitably among the Regular Part-time Employees and the Casual Employees who have requested additional hours of work.

40B.17 On the date fixed by proclamation, in accordance with the *Daylight Savings Time Act*, of conversion to Mountain Standard Time, regular hours of work shall be extended to include the resultant additional hour with additional payment due therefor at the applicable overtime rate. On the date fixed by said *Act* for the resumption of Daylight Savings Time, the resultant reduction of one (1) hour in the shift involved shall be effected with the appropriate deduction in regular earnings.

- 40B.18
- (a) Regular Part-time Employees may work flexible hours by mutual agreement between the Employee and Employer, whereby at a mutually agreeable time the Employer will provide and the Employee shall take time off:
    - (i) for those hours worked during the normal rest period; and

- (ii) in place of overtime pay for those hours worked in excess of eleven and one-quarter (11 ¼) hours in a day or in excess of the work ratio referenced in Article 40B.04(a),

in which event Articles 40B.04(a), 40B.06, 40B.07 and Article 13 shall have no application.

- (b) The Employee shall be paid for the time taken off in place of overtime pay at the same rate the Employee would have been paid wages had the Employee worked those hours on a normal working day.
- (c) If time off in place of overtime pay is not provided and taken in accordance with the foregoing, the Employee will be paid overtime pay in accordance with Article 13: Overtime.

The following provisions amend or add to specified Articles as indicated:

**40B.19 Overtime**

- (a) Amend Article 29C.02(a) to read:

29C.02(a) The overtime rate of two times (2X) shall be paid for work authorized by the Employer and performed by the Employee in excess of the regularly scheduled daily hours or on days in excess of the work ratio referred to in Article 40B.04, as applicable. The Employer shall provide on each ward or unit overtime forms which are to be signed by the designated authorized person and a copy shall be given to the Employee at the time the overtime is worked.

**40B.20 Shift Differential**

- (a) Amend Article 16 to add:

16.05 No Employee shall receive payment under Articles 16.01 and 16.02 concurrently.

40B.21 **Leaves of Absence**

(a) Amend Article 27.07(a) and (b) to read:

27.07 (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 fiancée).

(ii) Spouse shall include common-law and/or same-sex relationship. Step-parent, step-children, step-brother and step-sister shall be considered as members of the Employee's immediate family. The Employee shall suffer no loss of regular earnings for the first (1<sup>st</sup>) five (5) calendar days, to a maximum of thirty eight and three-quarter (38  $\frac{3}{4}$ ) paid hours. The Employer may extend bereavement leave by up to two (2) additional days, to a maximum of fifteen and one-half (15  $\frac{1}{2}$ ) paid hours, where travel is required. 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 a maximum of seven and three-quarter (7  $\frac{3}{4}$ ) hours paid, to attend the funeral services.

(b) Amend Article 27.09(a) – (e) to read:

**Personal Leave**

27.09 (a) 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. 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<sup>st</sup> of each year.
  - (i) Full-time and Part-time Employees greater than zero point eight zero (0.80) FTE shall be entitled to three (3) days of up to eleven and one-quarter (11 ¼) hours each;
  - (ii) Part-time Employees between zero point six zero (0.60) and zero point eight zero (0.80) FTE shall be entitled to two (2) days of up to eleven and one-quarter (11 ¼) hours each;
  - (iii) Part-time Employees between zero point thirty-eight (0.38) and zero point fifty-nine (0.59) FTE shall be entitled to one (1) day of up to eleven and one-quarter (11 ¼) hours.
- (c) Personal Leave days are 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> the following year.

40B.22 **Named Holidays**

- (a) Amend Article 29C.03 to read:

29C.03 Notwithstanding Article 2.13, a Part-time Employee required to work on a Named Holiday shall be paid at:

- (a) One and one-half times (1 ½X) their Basic Rate of Pay for work performed up to the regularly scheduled daily hours, as specified in Article 40B.04;
- (b) Two and one-half times (2 ½X) their Basic Rate of Pay for work performed in excess of the regularly scheduled daily hours, as specified in Article 40B.04.
- (c) Employees obliged to work on Christmas Day or August Civic Holiday shall be paid for all hours worked on the Named Holiday at two times (2X) the Basic Rate of Pay;

- (d) Three times (3X) the Employee's applicable Basic Rate of Pay for overtime hours worked on the August Civic Holiday or Christmas Day.

40B.23

**Sick Leave**

- (a) Amend Article 29C.10 to read:

29C.10 Part-time Employees shall accumulate sick leave benefits on the basis of eleven point six two five (11.625) hours per month, prorated on the basis of the hours worked by the Part-time Employee, in relation to the regularly scheduled hours worked for Full-time Employees, such Employees shall not be entitled to apply sick leave credits for additional shifts pursuant to Article 40B.14.

In the case of:

- (a) illness;
- (b) injury;
- (c) layoff;
- (d) leave of absence;
- (e) unpaid leave while in receipt of weekly indemnity as provided for by the short-term disability income insurance plan or the long-term disability income insurance plan; and
- (f) periods while in receipt of compensation from the Workers' Compensation Board;

sick leave shall not accrue during the period of such absence in excess of one (1) month.

- (b) Amend Article 29C.14 to read:

29C.14 When an Employee has accrued the maximum sick leave credit of nine hundred and thirty (930) hours, they shall no longer accrue sick leave credits until such time as their total accumulation is reduced below the maximum. At that time, the Employee shall recommence accumulating sick leave credits.

**ARTICLE 40C**

**EXTENDED WORK DAY - CASUAL EMPLOYEES**

40C.01 A Casual Employee may be called or required for an extended work day shift in accordance with Articles 40A.04 and 40B.04. In such case, work in excess of seven and three-quarter (7  $\frac{3}{4}$ ) hours shall be regarded as overtime except where the Casual Employee replaces another Employee in an extended work day position.

**ARTICLE 41**

**RESIGNATION**

41.01 An Employee shall make every reasonable effort to provide to the Employer twenty-eight (28) calendar days' notice of their desire to resign their employment.

**ARTICLE 42**

**EMPLOYMENT INSURANCE PREMIUM REDUCTIONS**

- 42.01 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 43**

**PROFESSIONAL FEES**

43.01 ~~\_\_\_\_\_ (a) The Employer will reimburse Employees (who at the beginning of their next registration year have active registration in their Professional College) two hundred and fifty dollars (\$250.00) for their dues if they have accumulated eight hundred and nine (809) or more regular hours actually worked in the previous fiscal year.~~

~~\_\_\_\_\_ (b) Regular hours actually worked in clause (a) includes:~~

~~(i) leaves of absence for Union or Local business;~~

~~(ii) other leaves of absence of one (1) month or less;~~

~~(iii) time on sick leave with pay;~~

~~(iv) absences while receiving Worker's Compensation; and~~

~~(v) educational leave up to twenty four (24) months.~~

~~\_\_\_\_\_ (c) Professional College dues means dues paid for those who, at the beginning of the next registration year, have active registration with either:~~

~~\_\_\_\_\_ (i) The College of Licensed Practical Nurses of Alberta;~~

~~\_\_\_\_\_ (ii) Any alternative Professional College acceptable to the Employer.~~

**NEW**

The Employer shall pay for all certification, recertification or designation programs that are identified as required or preferred. Employees who attend any identified certification, recertification or designation programs shall suffer no loss of regular earnings for attending such programs.

**NEW: 31.25 (Casual inclusion)**

NEW

ARTICLE X

JOB SECURITY/NO CONTRACTING OUT

NEW X.XX Job Security

There shall be no layoff, reduction in hours, or displacement of a Regular Employee.

NEW X.XX No Contracting Out

Except to the extent and to the degree agreed upon by the Parties, no work customarily performed by an Employee covered by this agreement shall be performed by another Employee of Alberta Health Services or by a person who is not an Employee of Alberta Health Services.

**MAIN SALARY SCHEDULE**

**PROPOSAL: INCREASE ALL STEPS IN GRID BY 3% IN THE FIRST YEAR AND 2.5% FOR THE REMAINING YEAR(S).**

**Rehabilitation Attendant**

**Rehabilitation Care Worker**

	<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>	<b>Step 8</b>
April 1, 2017	\$19.92	\$20.96	\$21.64	\$22.29	\$23.02	\$23.53	\$24.21	
Educational Allowance	\$19.92	\$20.96	\$21.64	\$22.29	\$23.02	\$23.53	\$24.21	\$24.95
April 1, 2018	\$19.92	\$20.96	\$21.64	\$22.29	\$23.02	\$23.53	\$24.21	
Educational Allowance	\$19.92	\$20.96	\$21.64	\$22.29	\$23.02	\$23.53	\$24.21	\$24.95
April 1, 2019	Wage Reopener							
Educational Allowance	Wage Reopener							

**Health Care Aide**

	<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>	<b>Step 8</b>
April 1, 2017	\$19.92	\$20.96	\$21.64	\$22.29	\$23.02	\$23.53	\$24.21	
Certified	\$19.92	\$20.96	\$21.64	\$22.29	\$23.02	\$23.53	\$24.21	\$24.95
April 1, 2018	\$19.92	\$20.96	\$21.64	\$22.29	\$23.02	\$23.53	\$24.21	
Certified	\$19.92	\$20.96	\$21.64	\$22.29	\$23.02	\$23.53	\$24.21	\$24.95
April 1, 2019	Wage Reopener							
Certified	Wage Reopener							

**Mental Health Aide**

**Psychiatric Aide**

**Recreation Aide**

	<b>Step 1</b>	<b>Step 2</b>	<b>Step 3</b>	<b>Step 4</b>	<b>Step 5</b>
April 1, 2017	\$21.74	\$22.67	\$23.56	\$24.47	\$25.34
April 1, 2018	\$21.74	\$22.67	\$23.56	\$24.47	\$25.34
April 1, 2019	Wage Reopener				

**Client Care Assistant**

	<b>Step 1</b>	<b>Step 2</b>	<b>Step 3</b>	<b>Step 4</b>	<b>Step 5</b>
April 1, 2017	\$22.75	\$23.55	\$24.41	\$25.30	\$26.26
April 1, 2018	\$22.75	\$23.55	\$24.41	\$25.30	\$26.26
April 1, 2019	Wage Reopener				

**Mental Health Therapy Assistant**

	<b>Step 1</b>	<b>Step 2</b>	<b>Step 3</b>	<b>Step 4</b>	<b>Step 5</b>
April 1, 2017	\$23.23	\$24.16	\$25.16	\$26.11	\$27.06
April 1, 2018	\$23.23	\$24.16	\$25.16	\$26.11	\$27.06
April 1, 2019	Wage Reopener				

**Drop-In Centre Supervisor**

	<b>Step 1</b>	<b>Step 2</b>	<b>Step 3</b>	<b>Step 4</b>	<b>Step 5</b>
April 1, 2017	\$24.32	\$25.32	\$26.33	\$27.33	\$28.30



April 1, 2018	\$24.32	\$25.32	\$26.33	\$27.33	\$28.30
April 1, 2019	Wage Reopener				

~~Community Health Representative Worker~~  
~~Mental Health Support Worker~~  
~~Occupational Therapy Assistant~~  
~~Physiotherapy Assistant~~  
~~Rehabilitation Assistant~~  
~~Speech Assistant~~

	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6
April 1, 2017	\$23.57	\$24.59	\$25.56	\$26.59	\$27.57	\$28.54
April 1, 2018	\$23.57	\$24.59	\$25.56	\$26.59	\$27.57	\$28.54
April 1, 2019	Wage Reopener					

~~Licensed Practical Nurse~~

	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8
April 1, 2017	\$26.45	\$27.60	\$28.70	\$29.82	\$30.94	\$32.01	\$33.30	\$34.63
April 1, 2018	\$26.45	\$27.60	\$28.70	\$29.82	\$30.94	\$32.01	\$33.30	\$34.63
April 1, 2019	Wage Reopener							

~~Licensed Practical Nurse—Renal Dialysis~~

	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8
April 1, 2017	\$26.73	\$27.87	\$28.98	\$30.10	\$31.27	\$32.33	\$33.64	\$34.97
April 1, 2018	\$26.73	\$27.87	\$28.98	\$30.10	\$31.27	\$32.33	\$33.64	\$34.97
April 1, 2019	Wage Reopener							

~~Operating Room Technician~~

	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8
April 1, 2017	\$27.73	\$28.92	\$30.08	\$31.25	\$32.53	\$33.57	\$34.94	\$36.34
April 1, 2018	\$27.73	\$28.92	\$30.08	\$31.25	\$32.53	\$33.57	\$34.94	\$36.34
April 1, 2019	Wage Reopener							

~~Orthopaedic Technician~~

	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9
April 1, 2017	\$34.23	\$35.45	\$36.72	\$38.02	\$39.36	\$40.77	\$42.23	\$43.56	\$45.08
April 1, 2018	\$34.23	\$35.45	\$36.72	\$38.02	\$39.36	\$40.77	\$42.23	\$43.56	\$45.08
April 1, 2019	Wage Reopener								

**ADDENDUM A: LOCAL CONDITIONS**

**North Zone**

**Former Aspen Regional Health; Peace Country Health and Northern Lights Health Region**

**Personal Support Coordinator**

	<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>	<b>Step-8</b>
April 1, 2017	\$26.45	\$27.60	\$28.70	\$29.82	\$30.94	\$32.01	\$33.30	\$34.63
April 1, 2018	\$26.45	\$27.60	\$28.70	\$29.82	\$30.94	\$32.01	\$33.30	\$34.63
April 1, 2019	Wage Reopener							

**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 (3) 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**

**(EMPLOYER)**

**- and -**

**ALBERTA UNION OF PROVINCIAL EMPLOYEES**

**RE: CONSIDERING OPTIONAL SCHEDULING SYSTEMS**

The Parties wish to establish a protocol for considering the possible implementation, for any suitable units, sites or programs, of one of the optional scheduling systems provided for in Articles 12A.05(b) and 29A.06(b).

The Union shall present to [the local manager] a proposal to implement one (1) of the optional scheduling systems. Before doing so it shall ensure:

- (a) There would be widespread Employee support within the applicable unit, site, or program, for the implementation of the optional schedule.
- (b) It has prepared proposals for implementing such an optional schedule that, as far as is known and feasible, will meet the Employer's operational requirements.

Within forty-five (45) days of the presentation of such a proposal the Union and designated representatives from the Employer shall meet to discuss the feasibility and acceptability of the proposed schedule given the interests of the Employees affected and the Employer's operational requirements. Where possible they will seek to arrive at a schedule that would be mutually acceptable.

The Parties, having discussed whether and in what way the schedule might be implemented shall then indicate their willingness to provide the mutual consent provided for in Articles 12A.05(b) and 26A.06(b).

The Parties will discuss in their Auxiliary Nursing Care Task Force, the possibility of providing additional guidelines for carrying out this Letter of Understanding.

This Letter of Understanding shall remain in force and effect in accordance with Article 1.

**LETTER OF UNDERSTANDING #2**

**BETWEEN**

**(EMPLOYER)**

**- 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 this 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 the posting provisions of Article 11: Appointments and Transfers, or the provisions of Article 32: 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 the day before the expiry date of this Collective Agreement. 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.

**LETTER OF UNDERSTANDING #3**

**BETWEEN**

**(EMPLOYER)**

**- and -**

**ALBERTA UNION OF PROVINCIAL EMPLOYEES**

**RE: EMPLOYMENT IN MULTIPLE POSITIONS**

The Parties agree that this Letter of Understanding applies to Employees who hold more than one (1) position within the bargaining unit as of the date of ratification of this Collective Agreement or to Employees who subsequently attain more than one (1) position within the bargaining unit.

1. An Employee is responsible for notifying their supervisor that they are employed in multiple positions with the Employer.
2.
  - (a) Employees shall not be employed within the bargaining unit in greater than full-time capacity. Employees currently employed in greater than a full-time capacity shall be given three (3) months' notice of this requirement. In extenuating circumstances, the three (3) months' notice may be extended.
  - (b) Notwithstanding the above, an Employee who holds a part-time position(s) may work additional shifts, however, it is intended that the total hours will not normally exceed full-time hours, and in any case shall not contravene this Collective Agreement.
3. Subject to the Employer's operational ability to do so, the Employer agrees to combine the regular hours of work of multiple positions held by an Employee for the purpose of benefit eligibility, vacation, sick leave, named holidays, increments, placement on the Salary Schedule(s) and seniority, provided that the following conditions are met:
  - (a) the total hours of the positions do not exceed full-time employment as defined in this Collective Agreement; and
  - (b) the regular hours of work to be combined are associated with regular part-time positions; and
  - (c) the positions are in the same classification and certificate and their schedules can be made Collective Agreement compliant, or the Employer and Employee mutually agree to waive the scheduling provisions of Articles 12A, 12B, 29A, 29B, 40A and 40B in the Collective Agreement.
4. Where the regular hours of work of multiple positions cannot be combined in accordance with paragraph 3 above because they are in different classifications, they may be combined for the purposes of determining benefit eligibility only.

5. An Employee who holds multiple positions would have their salary adjusted to the highest increment level achieved in any of the positions currently held, providing that the positions are the same classification. The time period for any further increment advancement would include any regular hours already worked and not credited towards the next increment level.
6. An Employee who holds multiple positions would have the earliest "seniority date" recognized for the purpose of Article 9: Seniority.
7. Probation and trial periods will apply to each component of the multiple positions. Probation is completed upon the successful completion of the first probationary period, with probation in second and subsequent positions reverting to a trial period within the provisions of the Collective Agreement except that there shall be no obligation on the Employer's behalf to reinstate the Employee in their former position.
8. Layoff and recall provisions shall apply individually to each position.
9. An Employee who holds multiple positions, and who fails to report for work as scheduled due to a conflict in schedules, may be required to relinquish one (1) of the positions.
10. An Employee who accepts multiple positions acknowledges the Employer's requirement to manage shift scheduling based on operational need. If a schedule changes as a result of operational requirements, then an Employee may be required to resign one or more of their 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.
11. The Employer reserves the right to deny or terminate multiple position situations based on operational requirements or health and safety factors, subject to all provisions of the Collective Agreement.
12. This Letter of Understanding shall expire on the day before the expiry date of this Collective Agreement.

DEL

~~LETTER OF UNDERSTANDING #4~~

~~BETWEEN~~

~~(EMPLOYER)~~

~~-and-~~

~~ALBERTA UNION OF PROVINCIAL EMPLOYEES~~

~~RE: SEVERANCE~~

~~DELETE UPON NEGOTIATION OF PROPOSED JOB SECURITY/NO CONTRACTING OUR LANGUAGE.~~

~~AUPE Reserves the right to introduce proposals during bargaining.~~

- ~~1. (a) Severance will be offered as a result of organizational changes that result in the permanent reduction in the number of Regular Employees in the bargaining unit.~~
- ~~(b) Notwithstanding paragraph 1(a) 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:~~
  - ~~(i) a Regular Employee exercising their rights under the Letter of Understanding #2 re: Mutual Agreement to Adjust FTEs; or~~
  - ~~(ii) a Regular Employee's position moving or being moved into a different functional bargaining unit.~~
- ~~2. The Employer will select one (1) of, or a combination of, the following severance options to be offered to eligible Regular Employees, as defined in paragraph 3 of this Letter of Understanding:~~

~~**Option I**~~

- ~~(a) A Regular Full-time Employee shall be eligible for severance pay in the amount of two (2) weeks regular pay for each full year of continuous employment to a maximum of forty (40) weeks' pay.~~
- ~~(b) A Regular Part time Employee shall be eligible for severance pay in the amount of two (2) weeks regular pay for each full period of one thousand eight hundred thirteen and one half (1,813 ½) hours worked at the Basic Rate of Pay to a maximum of forty (40) weeks' pay.~~
- ~~(c) Regular pay shall be defined as regularly scheduled hours of work as at the date on which notice of layoff is issued (which for the purpose of clarity means regularly scheduled hours of work exclusive of overtime hours, call back hours and additional hours for Part-time Employees) X Basic Rate of Pay (which for the~~



~~purpose of clarity means Basic Rate of Pay exclusive of overtime payments and premium payments).~~

~~(d) — For purposes of severance, continuous employment will be calculated from the last date of hire recognized with the Employee's current Employer and shall exclude all absences in excess of thirty (30) days.~~

### **Option II**

~~(a) — A Regular Full time Employee shall be eligible for severance notice of two (2) weeks for each full year of continuous employment to a maximum of forty (40) weeks, during which the Employee shall continue to work.~~

~~(b) — A Regular Part time Employee shall be eligible for severance notice of two (2) weeks for each full period of one thousand eight hundred thirteen and one half (1,813 ½) hours of work to a maximum of forty (40) weeks, during which the Employee shall continue to work.~~

~~(c) — Regular Employees provided severance notice under this Option will be granted leave of absence with pay for the purpose of attending job interviews provided that advance notice is given to the Employer.~~

~~3. — A Regular Employee who has been laid off in accordance with Article 32.13 and for whom no alternate vacant position is available pursuant to Article 32, shall have the option to select either of:~~

~~(a) — layoff with the placement and recall rights as specified in Article 32 of the Collective Agreement; or~~

~~(b) — severance as offered by the Employer in accordance with this Letter of Understanding.~~

~~4. — A Regular Employee who accepts severance pay as described in Option I above, shall have terminated their employment, with no further rights to recall.~~

~~5. — A Regular Employee who accepts severance notice as described in Option II above shall terminate their employment, with no further rights to recall at the conclusion of the notice period.~~

~~6. — An Employee who has been terminated for just cause or who has resigned or retired shall not be eligible for severance.~~

~~7. — A Regular Employee who receives notice of layoff shall have fourteen (14) calendar days from the date the notice of layoff is issued to advise the Employer, in writing, that the Employee wishes to take the Severance Option offered by the Employer. Any Employee who does not advise the Employer, in writing of the Employee's decision to accept severance shall be deemed to have selected layoff in accordance with Article 32 of this Collective Agreement.~~

8. ~~(a) Employees who select severance 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 (which for the purpose of clarity means the period of time equal to the number of weeks of severance paid to the Employee).~~
  - ~~(b) The Employee may be considered for hire by an Employer referred to in paragraph 8(a) provided they repay the Employer from whom severance was received, the difference, if any, between the time they were unemployed and the length of time for which the severance was paid.~~
9. ~~Severance pay or notice provided under this Letter of Understanding shall be deemed to be inclusive of any and all legislative requirements for termination notice.~~
10. ~~This Letter of Understanding shall remain in force and effect in accordance with Article 1.~~

**LETTER OF UNDERSTANDING #5**

**BETWEEN**

**(EMPLOYER)**

**- and -**

**ALBERTA UNION OF PROVINCIAL EMPLOYEES**

**RE: HOURLY ALLOWANCE FOR MENTAL HEALTH AIDES  
AND PSYCHIATRIC AIDES**

The Parties agree that:

1. The Employer will recognize the following education relevant to the Mental Health Aide or Psychiatric Aide classifications recognized by *bona fide* post-secondary educational institutions, and deemed acceptable by the Employer, by paying the hourly allowance listed below:

<b><u>Allowances for Education</u></b>	<b><u>Hourly Allowance</u></b>
Personal Support Aide Certificate	\$0.45
Mental Health Aide Certificate	\$0.45

2. Allowances referred to in this Letter of Understanding are not cumulative and an Employee shall be paid only for the highest qualification obtained.
3. Mental Health Aides and Psychiatric Aides eligible for the hourly allowance shall not be eligible for the education allowance pursuant to Letter of Understanding #8 re: Administration of Educational Allowance.

**LETTER OF UNDERSTANDING #6**

**BETWEEN**

**ALBERTA HEALTH SERVICES**

**- and -**

**ALBERTA UNION OF PROVINCIAL EMPLOYEES**

**RE: AUXILIARY NURSING CARE TASK FORCE**

**Preamble**

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

There are a number of issues outstanding 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.

**Task Force Established**

The Parties agree to establish, collaborate with, and support an eleven (11) person Auxiliary Nursing Care Task Force.

The Parties agree that the role of the Task Force is not collective bargaining, nor is a substitute for collective bargaining. The Task Force is not a forum for personal issues or grievances, nor a substitute for arbitration. Rather, it is a forum for the exploration and resolution of ongoing issues of policy and practice within the Employer's auxiliary nursing care workforce and the Union's bargaining unit.

The mandate of the Task Force is to enquire into, seek consensus about, and make recommendations to the Parties concerning the issues listed below and such other matters as the Task Force agrees to examine from time to time.

**Task Force Membership**

The Task Force shall consist of:

- five (5) members appointed by the Alberta Union of Provincial Employees;
- five (5) members appointed by Alberta Health Services; and
- an independent third-party Chair.

The Parties will each appoint their members within thirty (30) calendar days from the date of ratification of the Collective Agreement.

In appointing members to the Task Force, the Parties in each case shall avoid significant overlap with the Parties' bargaining committees, recognizing that the bargaining committees will continue to function in respect to future collective bargaining, while the Task Force's mandate involves a distinct and collaborative process. This does not preclude the appointment of appropriate subject matter experts or labour relations support staff, or the use of such persons as advisors to the Task Force.

The Parties will meet and seek to agree upon a Chair. The Chair will be selected from persons with experience in the issues involved in the health care labour relations environment who are viewed as neutral between the parties and skilled in facilitation processes.

Any member may be replaced by their appointing Party at any time on written notice to the Chair and the other Party.

In the event the Chair becomes unwilling or unable to act, or if either Party, after giving sixty (60) days' notice to the other of its wish to replace the Chair, the Chair's position will be filled forthwith, using the same process as for the initial appointment.

### **Task Force Responsibilities**

The Task Force shall, with the assistance of the Chair:

- Establish a schedule of meetings to carry out its work, ensuring that meetings are held regularly as necessary in carrying out the Task Force's responsibilities.
- Establish and maintain a work plan to address the Task Force's responsibility for the issues listed below, and such other issues as the 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 Task force will adhere to that protocol. The Parties agree to abide by the protocol adopted by the Task Force in the interests of avoiding mixed messages during the Task Force's proceedings.

The Task Force will commence its activities as soon as the appointments are complete.

In undertaking its work, the Task Force shall, as soon as practicable:

- Consult with those Parties the Task Force believes to be potentially affected by the issues in question in such manner as it considers appropriate.
- Assess the data available to assist in the process and assess or commission such additional information and data as may be necessary.
- Issue consultation documents that frame the issues and solicit views as to appropriate solutions.

The Task Force will consider:

- The effectiveness of Employee-Management Advisory Committees (EMACs) at the site level.
- Issues raised as the singular classification of Health Care Aide is implemented on a province-wide basis.
- Pension participation rates for Part-time Employees for whom participation is voluntary.
- The utilization of flexible spending accounts.
- Labour-management partnering on employee wellness initiatives.
- Steps that might be taken to improve the efficiency (in terms of times, resolutions and resources) of the grievance and arbitration system.
- Issues arising from layoff and recall processes.
- Issues arising from hours of work and scheduling.

### **Expected Outcomes**

Each four (4) months in any event, and also upon completion of its consideration of any specific issue, the Task Force will report to the Parties on what it has done and what it is working on, along with such recommendations as it chooses to make from time-to-time.

If the Task Force recommends that an issue under consideration is appropriately addressed through formal discussion between the Parties to the Collective Agreement, the Parties agree to meet within sixty (60) days of considering the Task Force's report, to engage in good-faith discussion to determine the appropriate disposition of the recommendations. The Parties will determine whether and how to implement any such recommendations during the term of the agreement, including but not limited to policy modifications or consensual mid-term changes to Collective Agreement language.

All Task Force deliberations are without prejudice to the Parties' positions in future collective bargaining and in respect to any present or future arbitration under the Collective Agreement.

### **Cost**

The Parties agree to pay the expenses of their own members on the Task Force, and to share equally the costs and expenses of the Chair. Each Party may pay for and contribute in-kind support to the Task Force by way of administrative support.

This Letter of Understanding shall remain in force and effect in accordance with Article 1.

**LETTER OF UNDERSTANDING #7**

**BETWEEN**

**(EMPLOYER)**

**- and -**

**ALBERTA UNION OF PROVINCIAL EMPLOYEES**

**RE: FLEXIBLE SPENDING ACCOUNT**

**1. Eligibility**

- (a) A Flexible Spending Account (FSA) shall be implemented for all Employees eligible for benefits in accordance with Article 24.02(a) and 24.02(b).
- (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 full-time equivalencies (FTEs).

**2. Calculation**

The FSA will be calculated as follows:

- ~~(a) One thousand dollars (\$1,000.00) to be allocated to each eligible Full-time Employee and pro-rated for each eligible Part-time Employee based on their FTE as of the pay period immediately prior to December 1<sup>st</sup> (eligibility date) of each year.~~

**Effective January 1, 2019 2020, the FSA will be calculated as follows:**

- (a) One thousand ~~one hundred dollars (\$1,100.00)~~ **two hundred fifty dollars (\$1,250)** to be allocated to each eligible Full-time Employee and pro-rated for each eligible Part-time Employee based on their FTE as 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 24.01(b)(v) and 24.01(b)(vi) of the Collective Agreement.
- (d) Contribution to a Registered Retirement Savings Plan (RRSP) or a Tax-Free Savings Account (TFSA) 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) Reimbursement for alternative transportation including bus passes and bus tickets.
- (h) Reimbursement for ergonomic back support, ergonomic wrist support and ergonomic foot rests.
- (i) Reimbursement for personal computing and mobile digital devices:
  - Computers and related hardware
  - Computer repairs and maintenance
  - Electronic storage devices
  - Internet services and internet devices
  - Data storage devices (iPods, etc.)
  - Printers and print cartridges
  - Computer upgrades – ram or software for phone or computer
  - Software
  - Smart phones (including holders or cases)
  - Smart phone repairs and maintenance
  - Smart phone service plans
  - Smart phone peripherals (chargers, cables, etc.)
  - Smart phone applications

#### 4. **Allocation**

- (a) By December 1<sup>st</sup> (allocation date) of each year, Employees who are eligible for the FSA will make an allocation 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.

**LETTER OF UNDERSTANDING #8**  
**BETWEEN**  
**(EMPLOYER)**  
**- and -**  
**ALBERTA UNION OF PROVINCIAL EMPLOYEES**

**RE: ADMINISTRATION OF EDUCATIONAL ALLOWANCE**

The Parties agree as follows:

1. This Letter of Understanding shall apply to Employees in the following classifications:
  - Rehabilitation Attendant
  - Rehabilitation Care Worker
2. For the purpose of determining an Employee's access to an educational allowance pay step, the Employer shall recognize the following courses or certificates, or equivalencies, as determined by the Employer, from *bona fide* post-secondary institutions, supported by proof submitted by the Employee:
  - (a) Personal Care Attendant (PCA);
  - (b) Personal Support Aide (PSA); and
  - (c) Graduate Practical Nursing (GPN).
3. If a new Employee is hired into one (1) of the classifications outlined in paragraph 1 above, on or after the date of ratification, and the new Employee has successfully completed one (1) or more recognized courses or certificates as outlined in paragraph 2 above, upon provision of proof of qualifications to the Employer, such course work shall be recognized as one (1) yearly unit of previous experience, pursuant to Article 14.09.
4.
  - (a) An Employee who, during the term of this Collective Agreement, successfully completes one (1) or more recognized courses or certificates as outlined in paragraph 2 above, shall be moved one (1) increment. Such increment shall be paid from the date the Employee provides proof of qualifications to the Employer.
  - (b) For Regular Full-time Employees, the date as determined by paragraph 4(a) above shall become the Employee's anniversary date for increment purposes.
  - (c) Part-time and Casual Employees shall be entitled to a further increment following the completion of one thousand eight hundred thirteen and one-half (1,813 ½) hours worked from the date determined by paragraph 4(a) above.
5. An Employee shall be eligible for a maximum of one (1) increment increase in the application of this Letter of Understanding.

**LETTER OF UNDERSTANDING #9**

**BETWEEN**

**ALBERTA HEALTH SERVICES  
LAMONT HEALTH CARE CENTRE**

**-and-**

**ALBERTA UNION OF PROVINCIAL EMPLOYEES**

**RE: HEALTH CARE AIDE CLASSIFICATION**

**\*\*CONFIRM THE NON-CERTIFIED ARE ON THE SAME GRID AS CERTIFIED  
PRIOR TO DELETION\*\***

WHEREAS the Parties agreed to introduce the classifications of Health Care Aide (HCA) Non-Certified and HCA Certified during collective bargaining the following applies:

1. Upon the Employer utilizing the HCA classification, the following pay grade applies:

**Health Care Aide**

	<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>	<b>Step 8</b>
April 1, 2017 Certified	\$19.92	\$20.96	\$21.64	\$22.29	\$23.02	\$23.53	\$24.21	\$24.95
April 1, 2018 Certified	\$19.92	\$20.96	\$21.64	\$22.29	\$23.02	\$23.53	\$24.21	\$24.95
April 1, 2019 Certified	Wage Reopener	Wage Reopener						

2. For the purposes of determining an Employee's access to the HCA (Certified) pay grid, the Employer shall recognize the following:

- (a) Completion of an HCA certificate program through a Government of Alberta licensed post-secondary institution using the provincial HCA curriculum supported by proof submitted by the Employee; or
- (b) Completion of an educational program deemed substantially equivalent (as per the recognized HCA programs approved schools list, as updated or added to from time to time) as compared to the provincial HCA curriculum, supported by proof submitted by the Employee.

3. New Employees hired after the date the classification is implemented, who are not certified nor deemed competent as per paragraph 2 above, shall be hired at Step 1 of the "Non-Certified" pay grade and shall remain at Step 1 until such time as the Employee completes the HCA certificate through a Government of Alberta licensed post-secondary institution using the provincial HCA curriculum. Such Employees are required to successfully complete the HCA certificate program within twelve (12) months of their date of hire.

- ~~4. (a) An Employee who is placed on the non certified pay grade and during the term of this Collective Agreement successfully obtains the HCA certificate shall be moved to the "Certified" pay grade and advanced one (1) increment. Such increment shall be paid from the date the Employee provides proof of qualification.~~
- ~~\_\_\_\_\_ (b) For Regular Full-time Employees, the date as determined by paragraph 6(a) above shall become the Employee's anniversary date for increment purposes.~~
- ~~\_\_\_\_\_ (c) Part time and Casual Employees shall be entitled to a further increment following the completion of one thousand eight hundred thirteen and one half (1,813 ½) hours worked from the date determined by paragraph 6(a) above.~~
- ~~5. An Employee shall be eligible for a maximum of one (1) increment increase in the application of this Letter of Understanding.~~
- ~~6. HCAs who have previously received an Education Allowance through the application of Letter of Understanding #8 re: Administration of Educational Allowance shall not be eligible for any additional increases as a result of the application of this Letter of Understanding.~~
- ~~7. This Letter of Understanding shall remain in force and effect in accordance with Article 4.~~

**LETTER OF UNDERSTANDING #10**

**BETWEEN**

**~~ALBERTA HEALTH SERVICES~~**

**~~-and-~~**

**~~ALBERTA UNION OF PROVINCIAL EMPLOYEES~~**

**RE: IMPLEMENTATION OF THE HEALTH CARE AIDE CLASSIFICATION**

**\*\*CONFIRM THE NON-CERTIFIED ARE ON THE SAME GRID AS CERTIFIED PRIOR TO DELETION\*\***

The Parties agree as follows:

1. ~~The Parties shall determine an implementation date [October 1, 2018] for the Health Care Aide (HCA) classification.~~
2. ~~As of the implementation date, the following classifications shall be retitled and shall thereafter be called HCA:~~
  - ~~Assisted Living Aide~~
  - ~~Home Health Aide~~
  - ~~Home Support Aide~~
  - ~~Home Support Worker~~
  - ~~Nursing Attendant~~
  - ~~Residential Care Aide~~
  - ~~Residential Support Worker~~
3. ~~Current Employees in the above classifications who are assigned to the education allowance pay grid as of the day before the implementation date shall be assigned to the "Certified" pay grid for the HCA classification on a step for step basis.~~
4. ~~Current Employees in the above classifications who are not assigned to the education allowance pay grid as of the day before the implementation date shall move to the "Non-Certified" pay grid for the HCA classification on a step for step basis.~~
5. ~~Current Employees at the time of this agreement, who become subject to assessment as a HCA under the Employer's HCA Competency Development program, and who initially fail to meet the required standards shall:~~
  - (a) ~~make all reasonable efforts to meet the required standards and shall be provided with reasonable opportunities for skills upgrading and further evaluation;~~
  - (b) ~~thereafter, if they remain unable to meet the required standards, and following discussion with the Union, they shall where practicable, be provided with adjusted duties within the Employee's capacity or be assigned to a reasonable alternative~~

~~position so that they may continue their employment; or~~

- ~~(c) in the case of Employees with more than five (5) years in the position and five (5) years or less time needed to achieve their full pension eligibility date, they shall be maintained in their existing position with modified duties or provided with a reasonable alternative and financially equivalent position, given the Employee's circumstances.~~
- ~~6. Paragraph 5 is in addition to any other rights the Employee may have under the Collective Agreement and is without prejudice to the Employer's right to implement changes to the person's employment for non culpable reasons other than their inability to meet the competency profile.~~
- ~~7. This Letter of Understanding shall remain in force and effect in accordance with Article 4.~~

**LETTER OF UNDERSTANDING #11**

**BETWEEN**

**ALBERTA HEALTH SERVICES**

**- and -**

**ALBERTA UNION OF PROVINCIAL EMPLOYEES**

**RE: OPERATING ROOM AND PRACTICAL ORTHOPEDIC TECHNICIAN  
TRAINING EDUCATIONAL OPPORTUNITY**

**AMD PROPOSAL: New Title may be needed.**

The Parties agree that:

1. The Employer supports education opportunities for training of Operating Room and Orthopedic Technicians.
2. The objective of the educational opportunity (Educational Opportunity) is to develop additional qualified staff.

**Educational Opportunity**

3. The Educational Opportunity may consist of a home study program (Home Study Period) and periods of classroom/clinical training (Training Period(s)) and must be completed within a specific period of time identified by the Employer at the outset of the program offering.
4. The Employer will pay full course registration for a successful applicant (Sponsored Participant), inclusive of course fee and textbooks.

**Application Process**

5. Where:
  - (a) an Operating Room or Orthopedic Technician vacancy occurs; and
  - (b) the vacancy has been posted in accordance with Article 11: Appointments and Transfers; and
  - (c) a qualified applicant is not available;

the Employer will re-post the vacancy and accept applications from both internal applicants and external applicants who do not possess all of the posted Operating Room or Orthopedic Technician qualifications.

6. Recognizing that these are not the sole criteria, consideration will be extended to

applicants in the following order:

- (a) an internal applicant who is interested in working in a position as an Operating Room or Orthopedic Technician, with one (1) year of current related experience and the ability to apply such in an acute care setting;
  - (b) an external applicant who is interested in working in a position as an Operating Room or Orthopedic Technician, with one (1) year of current related experience and the ability to apply such in an acute care setting;
  - (c) an internal applicant or external applicant who is interested in working in a position as an Operating Room or Orthopedic Technician as part of a multi-disciplinary team with no previous related education preparation or experience.
7. Subject to paragraph 6, selection of a Sponsored Participant will be in accordance with Article 11: Appointments and Transfers, recognizing program objectives/limitations, and operational requirements of an internal applicant's home unit. The Employer will allow at least one (1) regular internal applicant to be sponsored from a unit before invoking operational requirements.

#### **Participation in the Educational Opportunity**

8.
  - (a) The Employer will not unreasonably deny a leave of absence without pay for a Sponsored Participant requesting leave for the Home Study Period. The Sponsored Participant shall provide a written request of no less than four (4) weeks prior to commencement of the leave of absence.
  - (b) A Sponsored Participant who was an internal applicant will be provided Educational Leave with pay to complete the Training Period. Notwithstanding Article 23: Vacation, vacation requests during the Training Period shall not be granted.
  - (c) A Sponsored Participant who was an external applicant will be considered as a paid student at the applicable step of the Licensed Practical Nurse pay range for the Training Period.
9.
  - (a) A Sponsored Participant who fails to complete the Educational Opportunity shall reimburse the Employer for the paid Training Period, registration and textbook costs for the program.
  - (b) Paragraph 9(a) shall not apply to a Sponsored Participant who was an internal applicant in a regular position. However, such Sponsored Participant shall commit to continue in the service of the Employer for a minimum period of twelve (12) months.
  - (c) The Employer may waive this provision at its sole discretion.
10. Upon satisfactory completion of the Educational Opportunity, a Sponsored Participant will be placed into a full-time regular, part-time regular, temporary or casual position. Their probation period or trial period, as applicable, shall commence after completion of



the Training Period, and placement into a position.

11. A Sponsored Participant shall agree to a Return Service Commitment within the unit or program (Return Service Commitment). The Return Service Commitment will be for a minimum of twelve (12) calendar months for an internal applicant and twenty-four (24) calendar months for an external applicant, and shall commence upon satisfactory completion of the Educational Opportunity and placement into a position.
12. (a) If a Sponsored Participant resigns prior to the end of their Return Service Commitment period, the Sponsored Participant shall reimburse the Employer for the paid Training Period, registration and textbook costs, on a pro-rated basis based upon the time left in the Return Service Commitment period. The Employee agrees to have monies owing deducted from their final cheque. The Employer may waive this provision at its sole discretion.  
  
(b) If a Sponsored Participant is terminated either during their trial or probation period, or prior to the completion of the Return Service Commitment, the Sponsored Participant shall reimburse the Employer for the paid Training Period, registration and textbook costs, on a pro-rated basis based upon the time left in the Return Service Commitment period. The Employee agrees to have monies owing deducted from their final cheque. The Employer may waive this provision at its sole discretion.
13. This Educational Opportunity and related processes may be a one-time offering and would not be considered a precedent or standard practice.
14. This Letter of Understanding does not violate the provisions Article 11: Appointments and Transfers, nor does it constitute a precedent for future interpretations or applications under this Collective Agreement, particularly in relation to Article 11: Appointments and Transfers and Article 27: Leave of Absence.
15. This Letter of Understanding shall expire upon the completion of sixty (60) days' notice provided by either Party. Any employees participating in the program at the time of such notice shall complete the program under the terms of this Letter of Understanding.

**LETTER OF UNDERSTANDING #12**

**BETWEEN**

**ALBERTA HEALTH SERVICES and COVENANT HEALTH**

**- and -**

**ALBERTA UNION OF PROVINCIAL EMPLOYEES**

**RE: TRANSFER AND SEVERANCE OFFERING**

The Parties agree that:

1. The following transfer and severance provisions will be applicable where services or programs are moved from Alberta Health Services to Covenant Health, or from Covenant Health to Alberta Health Services.

**Transfers**

2. For the purpose of this Letter of Understanding, the term "program" includes services or a part of a program or service.
  - (a) When a program is transferred from one (1) Employer (Sending Employer) to the other Employer (Receiving Employer), Employees directly affected by the transfer shall be entitled to transfer to available positions created at the Receiving Employer as a result of the transfer, provided Employees have the ability to perform the work at the Receiving Employer.
  - (b) If there are insufficient positions available, in total, between vacancies at the Sending Employer and the positions at the Receiving Employer, a severance offering shall be made to Employees directly affected by the transfer between Employers, available up to a maximum of the difference between the total full-time equivalencies (FTEs) available, and the total FTEs being reduced. The severance offering shall be in accordance with Point 3 below.
  - (c) When a program is transferred from one (1) Employer to the other, and there will be layoffs following a severance offering as a result of the transfer, layoffs shall occur at the Sending Employer.
  - (d) When a program is transferred from one (1) Employer to the other, the Sending Employer shall first seek Employees from the program who wish to transfer voluntarily to available positions at the Receiving Employer, provided they have the ability to perform the work. An Employee shall have the right to request not to transfer, by providing the Sending Employer with the reasons for not wanting to transfer. Such request shall not be unreasonably denied, but where the granting of the request would jeopardize the viability of the program, the request may be denied, and the Sending Employer may require Employees to transfer to available positions at the other Employer, to the extent necessary to ensure the viability of the program, beginning with the least senior Employees affected by the transfer, subject to their ability to perform the work. In the event of denial of a request not to transfer, the Employee shall have the right to submit a dispute in accordance with the procedure in Article 37: Grievance Procedure.

- (e) In circumstances where the Sending Employer has no other viable option, or where mutually agreed by the Sending Employer and the Union, the Employee shall be required to undergo the transfer until the dispute is decided.
- (f) Employees who transfer with a program pursuant to paragraph 2(d) above are transferring to positions which would not have been available to Employees on recall.
- (g) When a transfer of a program occurs, the Sending Employer shall advise affected Employees and the Union at least twenty-one (21) days in advance of the transfer. Within five (5) days of receipt of notice, Employees shall advise the Sending Employer whether or not they wish to transfer, subject to paragraph 2(d) above.
- (h) Employees who transfer with a program shall not be required to re-serve probation periods or waiting periods for benefit plans, and shall transfer their accrued seniority and pension entitlements, and their unused vacation and illness leave. Such Employees' seniority and other transferred entitlements shall be converted to entitlements at the Receiving Employer, and shall accumulate after the transfer in accordance with Collective Agreement provisions at the Receiving Employer.
- (i) Subject to the application of paragraph 2(d) above, Employees who elect not to transfer and those not able to move or remain with their program, will be provided with the appropriate notice and access to the appropriate layoff or displacement provisions in their respective Collective Agreement. All transferring positions will be included as available vacancies to the respective layoff/recall process.
- (j) When there is more than one (1) Sending Site, the principle of proportionality shall apply to filling of positions at the Receiving Employer. Positions shall be offered first to eligible Employees of the transferring program in proportion to the number of FTE positions directly affected by the transfer.  

For example, if the Misericordia Hospital (Community Health Centre) will reduce by six (6) FTEs in a directly affected program, and the Grey Nuns Hospital (Community Health Centre) will reduce by four (4) FTEs, then as a guideline, sixty percent (60%) of the positions at the Receiving Employer would be offered to eligible Misericordia Employees and forty percent (40%) would be offered to eligible Grey Nuns Employees.
- (k) The Parties may enter into individual, specific transfer agreements consistent with the terms herein. However, in the absence of an individual transfer agreement, the terms herein shall apply to a program transfer.

### **Severance**

- 3. (a) The timing and extent of application periods for the severance offering upon transfers between sites shall be determined by the Sending Employer. The program, when offered by the Sending Employer, shall be open to all eligible Regular Part-time and Full-time Employees employed and working in a regular position as of the date of the program offering, and directly affected by the program transfer between Employers.
- (b) An approved severance shall be calculated as follows:
  - (i) the equivalent of two (2) weeks regular salary for each full year of continuous service to a maximum payment of forty (40) weeks;
  - (ii) regular salary = (regularly scheduled hours of work as at date of

- application for the program) X (Basic Rate of Pay);
- (iii) for the purposes of the program, continuous service will be calculated from the last date of hire recognized with the Sending Employer.
  - (c) The Sending Employer shall have the right to accept or reject any application for severance based on operational requirements. Subject to operational requirements, and the application of paragraph 2(d) above, if there are more Employees wishing to take severance than there are positions to be eliminated, severance will be granted in order of seniority. Severance will not be approved if termination of the Employee does not directly result in the permanent elimination of the Regular Employee's FTE, or a comparable FTE. The Sending Employer reserves the right to determine the date of termination and, once approved, the decision to take severance and terminate employment is irrevocable.
  - (d) Employees on full layoff shall not be eligible to apply for severance. The Sending Employer will only consider a severance application from an Employee on sick leave, WCB or LTD where the Employee has provided medical evidence to the Sending Employer that they are fit to return to work.
  - (e) Regular Employees whose applications for severance are approved will terminate their employment and have no right of recall under the applicable Collective Agreement or this Letter of Understanding. Employees whose applications for severance are approved will not be eligible for rehire by the Sending Employer, the Receiving Employer, or any Employer funded directly or indirectly by the Sending or Receiving Employer, for the period of severance. Employees may be considered for hire by any of the Employers noted above, provided they repay the Sending Employer the difference, if any, between the time they were unemployed and the length of time for which the severance was paid.

**LETTER OF UNDERSTANDING #13**

**BETWEEN**

**ALBERTA HEALTH SERVICES**

**- and -**

**ALBERTA UNION OF PROVINCIAL EMPLOYEES**

**RE: RECRUITMENT AND RETENTION INITIATIVES**

**(Supernumerary Positions)**

WHEREAS the Parties acknowledges that recruitment initiative will have a positive impact on the work environment of current and prospective Employees and will ultimately improve the quality of patient/resident/client care; and

WHEREAS the Parties support the implementation of a process/program that will serve as a transition from Licensed Practical Nurse Student to Graduate Licensed Practical Nurse Employee, the Parties agree to the following:

1. The Employer may create up to one hundred (100) temporary full-time and/or part-time of zero point seven (0.7) FTE or greater supernumerary positions (except for Redwater Health Centre) for which the Employer has determined there is a current or projected need for additional staff. These supernumerary Licensed Practical Nurses positions will be for a period of one (1) year.
2. These positions shall be supernumerary, and as such will not be part of the staff count. There will not be a reduction in the number of auxiliary nursing hours worked as a result of the creation of these positions.
3. The Parties agree that these positions are created for the purpose of providing employment and learning opportunities for Graduate Licensed Practical Nurses.
4. Competition for supernumerary positions will be restricted to Graduate Licensed Practical Nurses and will be posted on the Alberta Health Services Employment Opportunities website and Site job posting boards as per Article 11.
5. Successful applicants for these positions will be covered by all of the provisions of the Collective Agreement except as outlined below:
  - (a) Successful applicants shall be required to make application for vacant regular positions of point five zero (.50) FTE or greater within one (1) year of their initial appointment [two thousand twenty two and three-quarter (2,022  $\frac{3}{4}$ ) regular hours worked]. All vacancies shall be filled in accordance with Article 11 of the Collective Agreement.

- (b) Successful applicants for the supernumerary positions who do not achieve a regular positions within one (1) year of their initial appointment [two thousand twenty two and three-quarter (2,022  $\frac{3}{4}$ ) regular hours worked], will be transferred to casual status and covered by the terms and conditions of employment applicable to Casual Employees (Article 31).
  - (c) The Employer shall provide a listing no more than once per month at the request of AUPE to the Union Local Executive of Employees who are hired and employed under the terms of this Letter of Understanding. Such list shall be provided within fourteen (14) days of the request and shall include the name, FTE, classification, date of hire and wage rate of each Employee.
6. The Employer will ensure that the employing Unit is informed that the supernumerary positions are not to be used to replace current Employees for opportunities of additional work including overtime.

**LETTER OF UNDERSTANDING #14**

**BETWEEN**

**ALBERTA HEALTH SERVICES**

**- and -**

**ALBERTA UNION OF PROVINCIAL EMPLOYEES**

**RE: MONTHLY ALLOWANCE FOR PERSONAL SUPPORT COORDINATORS**

The Parties agree as follows:

1. This Letter of Understanding applies at Beaverlodge Public Health Centre, Fairview Health Complex, Grande Cache Community Health Complex, Grande Prairie Virene Building, Grimshaw/Berwyn Community Health Complex, High Prairie Health Complex, Manning Community Health Centre, Sacred Heart Health Centre, Peace River Community Health Centre, Spirit River Public Health Centre, Valleyview Public Health Centre, Smithfield Lodge in Westlock and Vanderwell Lodge in Slave Lake.
2. Employees employed as Personal Support Coordinators with the Employer assume additional responsibilities.
3. In recognition of these additional responsibilities, a Personal Support Coordinators shall be paid a sum of two hundred dollars (\$200.00) per month in addition to their regular salary. This additional sum shall not form part of the Employee's Basic Rate of Pay.
4. This additional sum shall not be paid for any month on which the Employee is:
  - (a) on a leave of absence without pay which is in excess of thirty (30) calendar days;  
or
  - (b) an absence while in receipt of disability insurance or Workers' Compensation benefits which is in excess of thirty (30) calendar days.
5. The additional sum shall form part of an Employee's basic monthly income for the purpose of calculating an Employee's pensionable income and insurable income for workers' compensation benefits and long-term disability benefits.
6. A Personal Support Coordinator is not eligible for, and shall not receive, the premium provided under Article 18.02 in Article 18: Temporary Assignments.

**LETTER OF UNDERSTANDING #15**

**BETWEEN**

**ALBERTA HEALTH SERVICES**

**- and -**

**ALBERTA UNION OF PROVINCIAL EMPLOYEES**

**RE: RESPONSIBILITY PAY FOR RURAL COMMUNITY – CALGARY**

WHEREAS, on the coming into force of this Collective Agreement certain rural community health programs in the vicinity of Calgary utilized the following provisions with respect to compensating additional responsibilities;

AND WHEREAS, the Parties agree to maintain such provisions where they currently are utilized instead of the provisions of Article 18.02;

1. An Employee who is assigned additional responsibilities which contribute to the administration of program(s) and which comprise at least twenty-five percent (25%) of the Employee's workload and regularly includes the supervision of and/or coordination of other Employees, shall be paid one dollar and twenty-five cents (\$1.25) per hour in addition to Employee's Basic Rate of Pay.
2. An Employee who is assigned additional responsibilities which contribute to the administration of program(s) and which comprise less than twenty-five percent (25%) of the Employee's workload and includes the supervision of and/or coordination of other Employees, shall be paid one dollar and twenty-five cents (\$1.25) per hour in addition to Employee's Basic Rate of Pay for each hour that the additional responsibilities are assumed.
3. The Employer reserves the exclusive right to determine the need for and to assign these responsibilities.
4. This allowance does not apply in circumstances where:
  - (i) the Employee is currently in a position in which their job description indicates responsibilities for contributing to the administration of program(s), the supervision of and/or coordination of other Employees; or
  - (ii) the Employee is already in receipt of an allowance under a local condition for responsibilities related to contributing to the administration of program(s), the supervision of and/or coordination of other Employees.



**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). The *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 an unpaid leave of absence, STD, LTD or WCB will not be included in the calculation or payment of the *Remote Retention Allowance*.
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). The *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*.
3. An Employee employed at a work site in the Municipality of Wood Buffalo will be eligible to receive a *Fort McMurray Allowance* to a 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*.
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. The 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 with ninety (90) days' notice.

**LETTER OF UNDERSTANDING #17**

**BETWEEN**

**ALBERTA HEALTH SERVICES**

**- and -**

**ALBERTA UNION OF PROVINCIAL EMPLOYEES**

**RE: EXTENDED WORK DAY PROVISIONS**

WHEREAS the Parties have agreed to defer discussions on outstanding matters related to Articles 40A, 40B and 40C to the Auxiliary Nursing Care Task Force or any other agreed upon appropriate process.

The Parties hereby agree that where current practice deviates from the Extended Work Day Provisions of the Collective Agreement, such practice will remain in effect and shall not be considered a violation of the Collective Agreement until such time as either Party provides fourteen (14) weeks' (or a lesser period agreed to by the Parties) notice of their intent to strictly apply the provisions of the Collective Agreement.

**LETTER OF UNDERSTANDING #18**

**BETWEEN**

**ALBERTA HEALTH SERVICES**

**- and -**

**ALBERTA UNION OF PROVINCIAL EMPLOYEES**

**RE: WORKLOAD APPEAL PROCESS**

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

The Parties recognize that workload may fluctuate and may be impacted by numerous factors including, but not limited to: acuity, changes in patient population, seasonality, surge periods, process improvements and efficiencies, staff/resource fluctuations, and increasing demands. As such, the Parties agree that only workload concerns that are ongoing, systemic, and long-term in nature (evidenced by the fact that the concern has continued for a minimum period of ~~ninety (90)~~ **thirty (30)** calendar days) may be considered as part of the Workload Appeal Process.

The Employee shall first discuss their workload concern with their immediate supervisor and attempt to resolve the matter at this stage. In the event that it is not resolved, the Employee has the right to request a formal evaluation of a workload concern through the following Workload Appeal Process:

**Level 1**

Where an Employee or group of Employees have workload concerns that are ongoing, systematic and long-term in nature, the Employee(s) may request, in writing, that their Manager conduct a formal workload evaluation. In this written submission, the Employee(s) must include an explanation of the factors they believe are leading to workload concerns, based on the understood components of workload (support, equipment and/or time to complete assigned work). Employees are also encouraged to include their proposed solutions to the workload concerns in the written submission. The Manager (or designate) shall meet with the Employee within fourteen (14) calendar days of receiving the request in order to discuss and resolve the specifics of the concern(s). The manager shall respond in writing within twenty-one (21) calendar days of the meeting.

**Level 2**

If the Manager and the Employee or group of Employees are unable to resolve the concern at Stage 1, the Employee(s) may, within seven (7) calendar days of the response at Level 1, request the Department Director (or designate) undertake a further review of their workload concerns. The Department Director (or designate) shall meet with the Employee within fourteen (14) calendar days and shall reply in writing within twenty-one (21) calendar days of the meeting.

### **Level 3**

If the Employee or group of Employees is not satisfied with the outcome at Level 2, within seven (7) calendar days of the response at Level 2, the Employee may request the Senior Operating/Program Officer (or designate) review their workload concerns. The Senior Operating/Program Officer (or designate) shall make the final decision regarding the workload evaluation, and convey the decision in writing, to the Employee within twenty-one (21) days.

The time limits in the Workload Appeal Process may be extended by mutual agreement of the Parties. A subsequent evaluation request for the same workload concern within the same unit or area may only be made where substantive changes have occurred since the last review.

### **Dispute Resolution**

(a) The application of the processes of this Letter of Understanding is subject to Article 37: Grievance Procedure.

**AMD** (b) The final decision regarding the outcome of the Workload Appeal Process is ~~not~~ subject to Article 37: Grievance Procedure.

This Letter of Understanding shall remain in force and effect in accordance with Article 1.

**LETTER OF UNDERSTANDING #19**

**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 Auxiliary Nursing 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; and
  - address any other mutually agreed items.

AHS will add to the next possible Health Benefits Trust of Alberta 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 1.

**LETTER OF UNDERSTANDING #20**

**BETWEEN**

**(EMPLOYER)**

**- and -**

**ALBERTA UNION OF PROVINCIAL EMPLOYEES**

**RE: SUPPLEMENTARY HEALTH PLAN IMPROVEMENTS**

**Confirm that this has been done. If so, delete and amend.**

Further to Article 24.01(b)(vi), effective April 1, 2019, the coverage provided under the Supplementary Benefits Plan shall be amended as follows:

- ~~One hundred percent (100%) coverage for Continuous Positive Airway Pressure (CPAP) device;~~
  - ~~Increase coverage for Hearing Aids to a maximum of five hundred dollars (\$500.00) every twenty-four (24) months;~~
  - ~~Increase coverage for Physiotherapist to thirty five dollars (\$35.00) per visit to a maximum of seven hundred dollars (\$700.00) per year;~~
  - ~~Increase coverage for Chiropractor to thirty five dollars (\$35) per visit to a maximum of seven hundred dollars (\$700.00) per year;~~
  - ~~Increase coverage for Chartered Psychologist, Master of Social Work and Certified Addictions/Drug Counsellor to fifty dollars (\$50.00) per visit to a maximum of seven hundred dollars (\$700.00) per year;~~
  - ~~Increase coverage for Podiatrist/Chiropodist to thirty five dollars (\$35.00) per visit to a maximum of seven hundred dollars (\$700.00) per year; and~~
  - ~~Addition of a flash glucose monitoring system to the list of Diabetic Supplies that are one hundred percent (100%) direct bill coverage.~~
- 
- **Massage therapist per visit \$50**
  - **Massage max/benefit year 20 Visits**
  - **Physio per visit \$50**
  - **Physio max/benefit year 20 Visits**
  - **100 % coverage for Eye exams**

This Letter of Understanding shall remain in force and effect in accordance with Article 1.

DEL

~~LETTER OF UNDERSTANDING #21~~

~~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 Auxiliary Nursing 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 Auxiliary Nursing 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 32 (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.~~

LETTER OF UNDERSTANDING #XX

BETWEEN

ALBERTA HEALTH SERVICES

- and -

ALBERTA UNION OF PROVINCIAL EMPLOYEES

PROPOSAL – Introduce a process to address compensation when the Scope of Practice for Licensed Practical Nurses or Health Care Aides increases.

RE: Changes to Job Duties, Responsibilities, Requirements or Scope-of-Practice

The Parties agree to the importance of ensuring a timely and meaningful process recognizing the relative worth of increases in responsibilities and duties be subject to simultaneous increases in compensation.

Review of Job Classification and/or Job Content

Where the Employer decides to conduct a review of any job classification and/or job content, the Employer will provide the Union with ninety (90) days advance written notice.

When the Employer makes a substantial change during the term of this Agreement in the job content of an existing classification, the Employer agrees to meet with the Union to negotiate the appropriate rate of pay prior to implementation.

Legislative Changes

Within sixty (60) days of amendments of *Health Professions Act R.S.A. 2000* are enacted, or within sixty (60) days of new legislation coming into force, the Employer agrees to meet with the Union to negotiate the appropriate rate of pay.

Retroactivity

The parties agree that increases to compensation be retroactive to the effective date of the applicable legislation.