

Collective Agreement
Between
Alberta Health Services
and
Alberta Union of Provincial Employees

Expires March 31, ~~2020~~ 2022

General Support Services

THIS INGOING PROPOSAL IS MADE ON A WITHOUT PREJUDICE BASIS AND CONTAINS ALL ARTICLES, LETTERS OF UNDERSTANDING, LETTERS OF INTENT, ADDENDUMS, SUPPLEMENTS AND SCHEDULES THE UNION SEEKS TO PUT ON THE 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 OTHER ARTICLES, LETTERS OF UNDERSTANDING, LETTERS OF INTENT, ADDENDUMS, SUPPLEMENTS AND SCHEDULES 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

ARTICLE 2
TERM OF COLLECTIVE AGREEMENT

- AMD 2.01 Unless otherwise specified herein, amendments made to this Collective Agreement by Alberta Health Services and the Alberta Union of Provincial Employees, will be in force and effect from the date upon which the Alberta Union of Provincial Employees and Alberta Health Services exchange notice of ratification of the terms of this Collective Agreement, up to and including March 31, ~~2020~~ **2022**, and from year-to-year thereafter unless notice, in writing, is given by either Party to the other Party not less than sixty (60) days nor more than one hundred and twenty (120) days prior to the expiration date of its desire to amend this Collective Agreement.
- 2.02 Where notice is served by either Party under the Code, provisions of this Collective Agreement shall continue until:
- (a) Settlement is agreed upon and a new Collective Agreement ratified.
 - (b) If the settlement is not agreed upon, then this Collective Agreement shall remain in effect until a new Collective Agreement is ratified as provided in the Code.
- 2.03 Any notice required hereunder to be given shall be deemed to have been sufficiently served if personally delivered or mailed in a prepaid registered envelope, or by receipted courier, addressed in the case of the Employer to:
- President and Chief Executive Officer
Alberta Health Services
Seventh Street Plaza
1400 North Tower, 10030 – 107 Street
EDMONTON AB T5J 3E4
- and in the case of the Union to:
- The President
Alberta Union of Provincial Employees
10451 - 170 Street NW
EDMONTON AB T5P 4S7
- 2.04 An Employee whose employment has terminated prior to the ratification of this Collective Agreement is eligible to receive retroactively any increase in wages, which the Employee would have received but for the termination of employment, upon the submission of a written application to the Employer during the period between the expiry date of the preceding Collective Agreement and sixty (60) calendar days after the ratification of this Collective Agreement.

ARTICLE 8
GRIEVANCE PROCEDURE

8.01 **Grievance Definitions**

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

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

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

8.02 **Authorized Representatives**

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

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

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

8.03 **Time Limits**

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

8.04 **Mandatory Conditions**

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

8.05 **Steps in the Grievance Procedure**

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

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

advanced in accordance with the following steps.

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

If:

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

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

(c) Step 3 (**Chief Executive Officer/Vice President**, or Designate)

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

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

8.06

Arbitration

- (a) Either Party wishing to submit a grievance to Arbitration shall, within ten (10) days of the receipt of the decision at Step 3 of the grievance procedure, notify the other Party in writing of its intention to do so and name its appointee to the Arbitration Board, or state its desire to meet to consider the appointment of the single Arbitrator.
- (b) Within seven (7) days after receipt of notification provided for in Clause 8.06(a) above, the Party receiving such notice shall:
 - (i) inform the other Party of the name of its appointee to an Arbitration Board; or

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

8.07

Optional Mediation

The Parties may mutually agree to non-binding mediation:

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

for any other purpose.

- (d) The expenses of the Mediator shall be equally borne by both Parties.
- (e) The grievance may be resolved by mutual agreement between the Parties.

ARTICLE 9
DISCIPLINE, DISMISSAL AND TERMINATION

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

NEW

9.02 **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 9.01 and any Employee interview(s) will be in accordance with Clause 9.05. 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.**

9.02~~3~~ After eighteen (18) months of continuous service from the date the disciplinary measure was invoked, an Employee's official Human Resources file will be deemed cleared of any record of the disciplinary action, providing the Employee's file does not contain any further record of disciplinary action, during that eighteen (18) month period, of which the Employee is aware.

9.03~~4~~

- (a) The Employer agrees that access to an Employee's Human Resources file shall be provided to the Employee, upon written request, once in every year.
- (b) Upon written request, a grievor shall be permitted to review their Human Resources file in the event of a difference or grievance. They may request a representative of the Union to be present at such time.
- (c) Upon written request, an Employee shall be given a copy of any documents in such file pertinent to the difference or grievance.
- (d) Employees may be charged a fee for copies where there is more than one request in a twelve (12) month period.

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

The right of the Employer to:

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

shall not be restricted.

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

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

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

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

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

ARTICLE 11
HEALTH AND SAFETY

- 11.01 The Parties to this Collective Agreement will cooperate to the fullest extent in the matter of occupational health, safety and accident prevention. The Employer will require that Employees utilize safety equipment and devices as required by the Occupational Health and Safety Code. Required safety equipment and devices will be provided where necessary by the Employer. The Employer and Employees will take reasonable steps to eliminate, reduce or minimize all workplace safety hazards.
- 11.02 The Employer shall establish a Health and Safety Committee(s) which shall be composed of representatives of the Employer and at least one (1) Employee representative of the Union and may include representatives of other employee groups. Where practical, the Union shall have two (2) representatives sit on the Committee(s). This Committee shall meet at least once a month.
- 11.03 The number of Employer representatives on the Committee shall not exceed the number of representatives from the Union and other employee groups. The Committee will, on an annual basis, discuss and determine the most effective means of chairing meetings.
- 11.04 The Basic Rate of Pay shall be paid to an Employee representative for time spent in attendance at a meeting of this Committee.
- 11.05 The Employer shall not unreasonably deny Employee representatives of the Health and Safety Committee(s) access to the workplace to conduct safety inspections.
- 11.06 The Committee shall consider such matters as occupational health and safety including responsibility for communication and education as required. The Union may make recommendations to the Employer in that regard.
- 11.07 The Health and Safety Committee shall also consider measures necessary to protect the security of each Employee on the Employer's premises and may make recommendations to the Employer in that regard.
- 11.08 (a) If an issue arises regarding occupational health or safety, the Employee or Union shall first seek to resolve the issue through discussion with the applicable immediate supervisor in an excluded management position. If the issue is not resolved satisfactorily, it may then be forwarded, in writing, to the Committee. The Committee shall meet within ten (10) days (excluding Saturdays, Sundays and Named Holidays) of receiving a written issue regarding occupational health and safety.
- (b) Should an issue not be resolved by the Committee, the issue shall be referred to the Senior Program Officer, or designate(s) with accountability for Workplace Health & Safety. A resolution meeting between the Union and the Senior Program Officer, or Designate(s), shall take place within

twenty-one (21) calendar days of the issue being referred to the Senior Program Officer. The Senior Program Officer or designate(s) shall reply in writing to the Union within seven (7) days (excluding Saturdays, Sundays and Named Holidays).

- (c) Should an issue not be resolved by the Senior Program Officer, or Designate(s) the issue shall be referred to the Chief Executive Officer (or Designate). A resolution meeting between the Union and the CEO (or Designate) shall take place within twenty-one (21) calendar days of the issue being referred to the CEO. The CEO (or Designate) shall reply in writing to the Union within seven (7) calendar days (excluding Saturdays, Sundays and Named Holidays).
- (d) Should the issue remain unresolved following the CEO's written response, the Union may request and shall have the right to present its recommendation(s) to the governing Board. The governing Board shall reply in writing to the Union within twenty-eight (28) calendar days of the presentation by the Union.

11.09 The Employer shall have in place a Workplace Violence Prevention and Response Policy (that includes harassment and bullying), and working alone policies and procedures to support a working alone safety plan which adheres to the Occupational Health and Safety legislation.

11.10 The Employer shall have a process in place to protect the Employees in situations that could impact the safety of the Employees in the workplace such as: isolation/contagious disease communication and notification of violent patient/resident.

11.11 Employer policies, plans and procedures related to Occupational Health & Safety shall be reviewed annually by the Committee.

11.12 Where the Employer requires that the Employee receive specific immunization and titre, as a result of or related to their work, it shall be provided at no cost.

11.13 (a) Occupational Health & Safety education, training and instruction shall be provided to Employees, at the Basic Rate of Pay, to fulfill the requirements for training, instruction or education set out in the *Occupational Health and Safety Act*, Regulation or Code.

- (b) The Employer shall provide training at no cost to all Employees on the Committee to assist them in performing their duties on the Committee. Such training shall be provided at the Employee's basic rate of pay.

11.14 When introducing a regularly scheduled shift that begins or ends between the hours of twenty-four hundred (2400) and zero six hundred (0600), the Employer will notify the Union.

NEW

11.15 **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 to their immediate out-of-scope supervisor.
 - (i) The immediate out-of-scope supervisor shall forward all incidents of violence to the Administrator or designate.
 - (ii) After an investigation is completed the investigation report, along with its corrective actions will be forwarded to the OH&S Committee.
- (b) Violent incidents will be a standing item and tracked in the OH&S Committee minutes.
- (c) 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.
- (d) The Administrator will report violent incidents to the OH&S Committee including the following:
 - (i) Type of incident (e.g. physical, verbal);
 - (ii) Nature of injuries;
 - (iii) Root cause(s);
 - (iv) Immediate action taken, if any;
 - (v) Response of Administrator, if any.

This Article is impacted by other Union Proposals to suspend Articles 16, Article 40 and LOU #1

ARTICLE 16
LAYOFF AND RECALL

Layoff

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

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

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

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

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

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

16.04 A consultation meeting will be arranged by the Employer:

- (a) Between the Employee, an Employer Representative(s), and a Union

Representative(s) at which time the Employee will be advised of available vacant positions into which they may be placed with:

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

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

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

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

16.07 An Employee displacing in accordance with Clause 16.06 shall have seventy-two

(72) hours to advise the Employer of their decision.

16.08

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

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

Recall

16.10 Employees who have been laid off for less than three hundred sixty-five (365) calendar days shall be recalled in order of seniority.

16.11 Recall shall be to positions:

- (a) in the Employee's previous or lower classification/end rate provided the Employee possesses the necessary qualifications to perform the work and;
- (b) with an equal or lower FTE; and
- (c) within a fifty (50) kilometer radius of the Employee's site

16.12 The method of recall shall be by telephone or, if such is not possible, by registered letter sent to the Employee's last known place of residence. The Employee so notified will return to work on the date specified or other mutually agreed date. Failure to report on the date specified or mutually agreed date shall constitute a termination of employment by the Employee.

16.13 (a) Employees placed into a position within their current classification in accordance with Clauses 16.04, 16.06 or 16.11 shall be subject to a trial period of twenty (20) shifts in which to demonstrate their ability to perform the duties of the new position. During the trial period the Employee may be returned to layoff status for the balance of the initial layoff period.

(b) Employees placed into a position that is different than their current classification in accordance with Clauses 16.04, 16.06 or 16.11 shall be subject to a trial period of forty (40) shifts in which to demonstrate their ability to perform the duties of the new position. During the trial period the Employee may be returned to layoff status for the balance of the initial layoff period.

16.14 Recall rights shall be forfeited if:

- (a) an Employee refuses recall to a position with an equivalent FTE within their pay grade and at the same home site from which the Employee was laid off;

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

ARTICLE 17
PROMOTIONS, TRANSFERS AND VACANCIES

- 17.01 All Regular and Temporary vacancies to be filled, which fall within the Bargaining Unit, will be posted electronically for a period of not less than seven (7) full calendar days excluding Named Holidays. A copy of the posting will be provided to the Union. The posting shall contain the following information:
- (a) classification;
 - (b) qualifications;
 - (c) employment status (i.e. regular full-time, regular part-time, temporary, etc.);
 - (d) full-time equivalency;
 - (e) range of rate of pay;
 - (f) if a temporary position, the anticipated duration of the position;
 - (g) for information purposes only, current site(s);
 - (h) for information purposes only, a notice of vacancy shall specify the current number of hours per shift, current shifts per shift cycle and the current shift pattern for the position.
- NEW** 17.02 **The Employer shall notify the Local Chair if a position is being cancelled, reposted, or a position is being eliminated or amended to a different classification, in this bargaining unit.**
- 17.023 Subject to Clause 17.045, where vacancies are filled, first consideration shall be given to Employees who are already members of the Bargaining Unit.
- 17.04 All applications delivered to the specified Human Resources department during the posting period will be considered. Where there are internal applicants for a posting, the name of the successful applicant shall be communicated to them in writing within seven (7) calendar days of the appointment and provided electronically to the Union.
- 17.045 (a) In making promotions and transfers, experience, qualifications, requisite job-related skills, abilities, and other relevant attributes applicable to the position shall be the primary consideration. Where these factors are assessed by the Employer to be relatively equal, seniority shall be the deciding factor.
- (b) Promotions shall only be made in accordance with Clause 17.045(a) or Article 19: Reclassification.
- 17.056 When circumstances require the Employer to fill a vacancy before expiration of the posting period, the appointment shall be made on a temporary basis only, until a regular appointment is made.

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

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

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

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

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

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

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

(a) Such Employees shall be eligible to apply on postings of vacancies for regular positions pursuant to Article 17: Promotions, Transfers and Vacancies. In the event that such Employee is successful on a posting pursuant to Article 17: Promotions, Transfers and Vacancies, the Employer shall not be required to post any resulting vacancy, if the time remaining for the temporary position is less than three (3) months.

- (b) Where a vacancy for a temporary position exists, such Employee shall not be eligible to apply, unless the position posted commences after the expiry of the term for which the Employee was hired or within three (3) months of the end of the expiry of the term for which the Employee was hired.

- AMD 17.0910 The reinstatement or placement of an Employee in accordance with Clauses ~~17.06~~ 17.07 and 17.078(a) shall not be construed as a violation of the posting provisions of Clause 17.01.
- 17.1011 The Employer shall provide to each new Employee a copy of their position description/specifications, within fifteen (15) working days of commencement of employment.
- 17.1112 The Parties may mutually agree to waive application of this Article.

ARTICLE 20
HOURS OF WORK

Regular Full-time Employees

- 20.01 (a) The regular hours of work, exclusive of meal breaks, for Regular Full-time Employees, other than those listed in (b) below shall be seventy-seven and one-half (77 1/2) hours in each period of fourteen (14) calendar days averaged over one (1) complete cycle of the shift schedule and the normal work day, or shift shall be seven and three-quarter (7 3/4) work hours.
- (b) Regular hours of work, inclusive of meal breaks, for Regular Full-time Power Engineers, Control Centre Operators and Maintenance Worker IV's who are scheduled to work a regular eight (8) hour shift in a Power Plant Operation, shall be:
- (i) eight (8) hours per day; and
 - (ii) eighty (80) hours in a fourteen (14) calendar day period averaged over one (1) complete cycle of the shift schedule.

AMD 20.02 Unless otherwise mutually agreed between the Employer and the Employee, shift schedules for Regular Full-time Employees shall be constructed in a way that provides for:

- (a) not more than two (2) different shift starting times between scheduled days off except where to do so, will result in the reduction of any position FTE(s) in the affected work area(s) or program(s).
 - (b) ~~at least two (2) of the scheduled days off to be consecutive in each two (2) week period;~~ **days off to be consecutive;**
 - (c) not more than six (6) consecutive days of work without receiving days off;
 - (d) no split shifts; and
 - (e) at least two (2) weekends off in a six (6) week period; "weekend" shall mean a Saturday and the following Sunday.
- 20.03 (a) Employees will not have less than fifteen (15) hours off between changes in shifts except in the case of overtime work or as otherwise mutually agreed by the Parties.
- (b) Notwithstanding Clause 20.03(a), Employees working in community programs, with evening services shall have at least ten (10) hours off between changes in shifts except in the case of overtime work or as otherwise mutually agreed by the Parties.
- (c) Clause 20.03(a) shall not apply where the operational needs of a program or work area makes it necessary to reduce an Employee's rest period in order to meet that operational need. In these circumstances however, an Employee shall have at least twelve (12) hours off between changes in

shifts, except in the case of overtime work or as otherwise mutually agreed by the Parties. This Clause applies to Employees working in:

- (i) patient clinics in Cancer Care with evening services;
- (ii) Addiction Services with evening services; or
- (iii) programs, the operation of which requires staggered start and end times, to the extent of that need, such as:
 - (A) programs where employees rotate through staggered start and end times for health and safety purposes;
 - (B) programs where there are staggered start and end times and there is reduced coverage on weekends and the reduced rest period is necessary for that weekend coverage; and
 - (C) programs where staggered start and end times are in place and Employee schedules provide for twelve (12) hours rest between shifts in order to ensure that Employees maintain their FTEs.

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

- 20.05
- (a) Except for Employees identified under Clause 20.01(b), time off duty for meals will not be considered as working time and will not be less than one-half (1/2) hour in each shift. If an Employee is recalled to duty during a meal break, compensating time shall be provided later in the shift or paid to the Employee at overtime rates.
 - (b) Employees covered under Clause 20.01(b) shall be provided with a paid meal break at the Basic Rate of Pay for not less than one-half (1/2) hour in each shift.
 - (c) A paid rest period of fifteen (15) minutes will be permitted during each full one-half (1/2) shift, the time of which shall be scheduled by the Employer. Paid rest periods will not be scheduled in conjunction with meal breaks, starting times, quitting times, or taken together except by mutual agreement between the Employee and the Employer. If an Employee is unable to take their paid rest period or is recalled from their paid rest period, compensating time shall be provided later in their shift or paid to the Employee at an additional one times (1X) their Basic Rate of Pay.
 - (d) The time of meal breaks and rest periods shall be determined by the Employer. In making this determination the Employer will consider Employee preferences.

Regular Part-time Employees

- 20.06
- (a) Hours of work, exclusive of meal breaks, for Regular Part-time Employees, other than those listed in (b) below, shall be less than seventy-seven and one-half (77 1/2) hours in each period of fourteen (14) calendar days averaged over one (1) complete cycle of the shift schedule and the normal work day, or shift shall be up to seven and three-quarter (7 3/4) work hours.
 - (b) Hours of work, inclusive of meal breaks, for Regular Part-time Power Engineers, Control Centre Operators and Maintenance Worker IV's who are scheduled to work a regular eight (8) hour shift in a Power Plant Operation, shall be:
 - (i) up to eight (8) hours per day; and
 - (ii) less than eighty (80) hours in a fourteen (14) calendar day period averaged over one (1) complete cycle of the shift schedule.
 - (c) The first (1st) shift of any day will be the one on which the majority of hours are worked on that day.
 - (d)
 - (i) Except for Employees identified in Clause 20.06(b), hours of work shall exclude an unpaid meal break of not less than one-half (1/2) hour for shifts worked greater than five (5) hours. If an Employee is recalled to duty during a meal break, compensating time shall be provided later in the shift or paid to the Employee at overtime rates.
 - (ii) Employees covered under Clause 20.06(b) shall be provided with a paid meal break at the basic rate of pay for not less than one-half (1/2) hour for shifts worked greater than five (5) hours.
 - (iii) All Regular Part-time Employees shall be permitted one (1) paid rest period of fifteen (15) minutes during each full period of three point eight seven five (3.875) hours worked, the time of which shall be scheduled by the Employer. If an Employee is unable to take their paid rest period, or is recalled from their paid rest period, compensating time shall be provided later in their shift or paid to the Employee at an additional one times (1X) their Basic Rate of Pay.
 - (iv) Paid rest periods will not be scheduled in conjunction with meal breaks, starting times, quitting times, or taken together except by mutual agreement between the Employee and the Employer.
 - (v) Power Engineers, Control Centre Operators and Maintenance Worker IVs referenced in Clause 20.06(b) may be required to take their paid meal breaks and rest periods in the Power Plant in order to comply with the operation and supervision requirements of the

Safety Codes Act.

- (vi) Employees will not have less than fifteen (15) hours off between changes in regularly scheduled shifts except in the case of overtime work or as otherwise mutually agreed.
- (vii) Notwithstanding Clause 20.06(d)(vi), Employees working in community programs with evening services shall have at least ten (10) hours off between changes in shifts except in the case of overtime work or as otherwise mutually agreed.
- (viii) Clause 20.06(d)(vi) shall not apply where the operational needs of a program or work area makes it necessary to reduce an Employee's rest period in order to meet that operational need. In these circumstances however, an Employee shall have at least twelve (12) hours off between changes in shifts, except in the case of overtime work or as otherwise mutually agreed by the Parties. This clause applies to Employees working in:
 - (A) patient clinics in Cancer Care with evening services;
 - (B) Addiction Services with evening services; or
 - (C) programs, the operation of which requires staggered start and end times, to the extent of that need, such as:
 - a) programs where Employees rotate through staggered start and end times for health and safety purposes;
 - b) programs where there are staggered start and end times and there is reduced coverage on weekends and the reduced rest period is necessary for that weekend coverage; and
 - c) programs where staggered start and end times are in place and Employee schedules provide for twelve (12) hours rest between shifts in order to ensure that Employees maintain their FTEs.
- (e) Unless otherwise mutually agreed between the Employer and the Employee, shift schedules for Regular Part-time Employees shall be constructed in a way that provides for:
 - (i) not more than two (2) different shift starting times between scheduled days off except were to do so will result in the reduction of any position FTE(s) in the affected work area(s) or program(s);
 - (ii) ~~at least two (2) of the scheduled days off to be consecutive in each two (2) week period~~ **at least two (2) consecutive days off per week, averaged over one (1) work cycle of not more than fourteen (14)**

AMD

calendar days;

- ~~(iii) not more than six (6) consecutive days of work without receiving days off;~~
 - (iv) no split shifts; and
 - (v) excepting Employees who are employed specifically for weekend work, Part-time Employees will receive at least two (2) weekends off in a six (6) week period; "weekend" shall mean a Saturday and the following Sunday.
- (f) The Basic Rate of Pay will prevail for additional hours of work assigned to a Regular Part-time Employee beyond their scheduled hours provided:
- (i) the hours worked do not exceed seven and three-quarter (7 3/4) or eight (8) hours as applicable;
 - (ii) the hours worked do not exceed seventy-seven and one-half (77 1/2) or eighty (80) hours as applicable over a period of fourteen (14) calendar days averaged over one (1) complete cycle of the shift schedule;
 - (iii) the Regular Part-time Employee does not work in excess of six (6) consecutive days without days off unless mutually agreed between the Employee and the Employer.
- (g) When a Regular Part-time Employee accepts additional hours as per the preceding conditions their schedule shall not be considered to have been changed and therefore Clauses 20.06(d)(vi), (vii) and (viii) and 20.07 do not apply.

Regular Employees

- 20.07
- (a) Shift schedules for each department shall be posted in an area accessible to all departmental Employees, not less than twenty-eight (28) calendar days in advance. Where a change is made in the Employee's schedule with less than seven (7) calendar days notice, the Employee shall be paid at two times (2X) for all hours worked on the first (1st) shift of the changed schedule, unless requested by the Employee and agreed to by the Employer.
 - (b) Except in cases of emergency, if in the course of a posted schedule, the Employer changes the Employee's scheduled start time and/or end time with less than forty-eight (48) hours notice, the Employee shall be paid at two (2X) times their Basic Rate of Pay for all hours worked outside of the originally scheduled hours.
 - (c) Failure to provide at least fifteen (15) hours rest between regularly scheduled shifts when the shift schedule is changed, shall result in a premium payment at the overtime rate for any hours worked during such

normal rest period.

- (d) Notwithstanding Clause 20.07(c) above, failure to provide at least ten (10) hours rest between shifts when the regularly scheduled shift schedule is changed for Employees working in community programs with evening service, shall result in a premium payment at the overtime rate for any hours worked during such normal rest period.
- (e) Notwithstanding Clause 20.07(c) above, failure to provide at least twelve (12) hours rest between shifts when the regularly scheduled shift schedule is changed for Employees to whom Clauses 20.03(c) and 20.06(d)(viii) apply shall result in a premium payment at the overtime rate for any hours worked during such normal rest period.
- (f) When an Employee is required by the Employer to attend a meeting or in-service outside of their scheduled work hours, the Employee will be compensated for time spent in the meeting or in-service at the applicable rate of pay.
- (g) When an Employee is required by the Employer to attend training outside of their scheduled work hours, the Employee will be compensated for time spent in the training and travel at their basic rate of pay.

20.08 Employees may exchange shifts amongst themselves provided that:

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

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

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

20.10 Modified hours of work may be implemented where mutually agreed between the Employer and the Union.

CONSEQUENTIAL AMENDMENTS AS REQUIRED

ARTICLE 21

EXTENDED HOURS OF WORK

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

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

Such exchange shall be recorded on the shift schedule for payroll recording and will not be deemed a violation of the scheduling provisions of this Article, nor shall it result in any extra cost for the Employer.
- (j)
 - (i) The applicable shift differential premium shall be paid to an Employee for each regularly scheduled hour worked between

fifteen hundred (1500) hours and zero seven hundred (0700) hours provided that greater than two (2) hours are worked during this period.

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

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

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

of earned vacation in accordance with Article 28: Vacation, and shall be paid for earned vacation at their Basic Rate of Pay for the scheduled extended hours that the Employee would have worked had they not been on vacation.

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

ARTICLE 24
CALL BACK

- 24.01 (a) When a Regular Full-time Employee is called back to work outside of scheduled working hours, they shall be paid for all time worked at overtime rates or a minimum of two (2) hours at overtime rates, whichever is the greater.
- (b) A Regular Part-time Employee who has completed a shift and is called back and required to return to work outside the Regular Part-time Employee's regular hours, shall be paid for the call at overtime rates or a minimum of two (2) hours at overtime rates, whichever is greater.
- (c) Such Employee shall be reimbursed for a round trip between their place of employment and their home at the Government of Alberta rates per kilometer.
- (d) A subsequent call within two (2) hours of the original call shall be considered one (1) call for the purpose of determining minimum call-back pay.

24.02 An Employee who is called back to work on a Named Holiday in accordance with Clause 24.01, shall receive two and one-half times (2 1/2X) their Basic Rate of Pay for the actual hours worked or a minimum of two (2) hours whichever is greater.

24.03 When a call-back forms a continuous period with the Employee's normal working hours, overtime rates shall apply only to those hours worked before the commencement of the regularly scheduled shift and the normal working hours shall not be reduced as a result of such call-back except by mutual consent.

AMD 24.04 Where an Employee works more than six (6) hours on a call-back pursuant to this Article, and there is not a minimum of ~~six (6)~~ **ten (10)** hours off duty in the twelve (12) hours preceding the Employee's next shift, at the Employee's request, the Employee shall be entitled to ~~eight (8)~~ **ten (10)** consecutive hours of rest before commencing their next shift, without loss of regular earnings.

If the Employee is unable to take the ten (10) consecutive hours off duty, the Employee shall be paid at two times (2X) the basic rate of pay for the missed time.

24.05 When an Employee is consulted by telephone or electronic method and has been:

- (a) assigned to on-call duty and authorized by the Employer to handle job-related matters without returning to the work place; or
- (b) designated by the Employer to handle job-related matters without returning to the work place.

The Employee shall be paid at the applicable rate for the total accumulated time spent on telephone or electronic consultation(s) and corresponding

documentation and resolution during the on-call period. If the total accumulated time is less than thirty (30) minutes, the Employee shall be compensated at the applicable rate of pay for thirty (30) minutes.

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

ARTICLE 31

PREPAID HEALTH BENEFITS

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

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

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

- (c) A Dental Plan, which provides for the reimbursement of at least eighty percent (80%) of eligible basic services; fifty percent (50%) of eligible Extensive Services and fifty percent (50%) of eligible Orthodontic Services, in accordance with the current Usual and Customary Fee Guide. A maximum annual reimbursement of three thousand dollars (\$3,000) per insured person per benefit year shall apply to combined Basic and Extensive Services. Orthodontic Services shall be subject to a lifetime maximum reimbursement of three thousand dollars (\$3,000) per insured person;
- (d) Group Life Insurance;
- (e) Basic Accidental Death and Dismemberment;
- (f) Short-Term Disability (STD) [income replacement for a period of one hundred and twenty (120) working days during a qualifying disability equal to sixty-six and two-thirds percent (66 2/3%) of basic weekly earnings to the established maximum following a fourteen (14) day elimination period where applicable.] The STD shall become effective on the first (1st) working day following the expiry of sick leave credits in the case of absence due to injury or hospitalization. In the particular case of Employees who have insufficient sick leave credits to satisfy the fourteen

(14) calendar day elimination period, the STD shall commence on the fifteenth (15th) day following the commencement of non-hospitalized sickness;

- (g) Long-term Disability (LTD) [income replacement during a qualifying disability equal to sixty-six and two-thirds percent (66 2/3%) of basic monthly earnings to the established maximum following a one hundred and twenty (120) working day elimination period].

31.02 Enrolment by:

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

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

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

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

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

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

ARTICLE 32
LEAVE OF ABSENCE

32.01 **General Leave of Absence**

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

32.02 **Provisions Governing Leaves of Absence**

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

32.03 **Bereavement Leave**

- (a) (i) Upon request, an Employee shall be granted reasonable leave of absence in the event of a death of a member of the Employee's immediate family [i.e. spouse, (including common-law and/or same-sex relationship), child, step-child, parent, step-parent, brother, step-brother, sister, step-sister, mother-in-law, father-in-law, son-in-law, daughter-in-law, brother-in-law, sister-in-law,

niece, nephew, uncle, aunt, grandparent, grandchild, guardian or fiancé].

AMD

- (ii) For the first (1st) five (5) calendar days of such leave of absence, the Employee shall suffer no loss of regular earnings. **In the event of the death of a spouse, child, or step child for the first thirty (30) days of the leave of absence, the Employee shall suffer no loss of regular earnings.** The Employer may extend bereavement leave by up to two (2) additional days if travel in excess of three hundred and twenty (320) kilometres one way from the Employee's residence is necessary for the purpose of attending the funeral. Bereavement leave may include normal days off and/or vacation but no additional payment is due therefore.
- (b) In the event of a death of another relative or close friend, the Employer may grant up to one (1) working day off with pay to attend the funeral services.
- (c) An Employee shall not be required to take previously unscheduled vacation leave in lieu of bereavement leave when the Employee is entitled to that bereavement leave.

32.04

Maternity Leave

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

32.05

Parental Leave

- (a) An Employee who has completed ninety (90) days of continuous employment shall, with at least fourteen (14) calendar days written notice, be granted leave without pay and benefits for the purpose of adopting a child or for parenting duties following the birth of a child. Parental leave can be taken by the birth mother, the other parent, adoptive parents, or both parents shared between them. Parental leave shall not exceed sixty-

two (62) weeks unless mutually agreed otherwise between the Employer and the Employee.

- (b) The Employee may commence parental leave:
 - (i) following the end of their sixteen (16) weeks maternity leave; or
 - (ii) up to two (2) weeks prior to the expected delivery date of the child; or
 - (iii) from any date after delivery or adoption of the child provided that the leave shall end seventy-eight (78) weeks from the birth of the child or date of adoption; or
 - (iv) upon one (1) days notice for the purposes of adoption, provided that application for such leave was made when the adoption was approved and the Employer is kept informed of the progress of the adoption proceedings.
- (c) An Employee requesting an extension of parental leave and who has unused vacation entitlement may be required to take the vacation pay as a part, or all, of the period of the extension.
- (d) Subject to Article 32.05(e), an Employee on maternity leave or parental leave shall provide the Employer with at least fourteen (14) calendar days notice of readiness to return to work, following which the Employer will reinstate the Employee in the same or an equivalent position at not less than the same step in the pay scale and other benefits that accrue to the Employee up to the date they commenced leave.
- (e) In the event that during the period of an Employee's maternity leave or parental leave, the position from which the Employee is on such leave has been eliminated due to reduction of the working force or discontinuation of an undertaking or activity and the Employer has not increased the working force or resumed operations on the expiry of the Employee's maternity leave or parental leave Article 16: Layoff and Recall will be applied.

AMD 32.06

Personal Leave

- (a) Benefit eligible Regular Employees shall be entitled to **five (5)** Personal Leave days each year, from April 1st through March 31st. Employees shall request such days as far in advance as possible. These days are for the purpose of attending to personal matters and family responsibilities, including, but not limited to attending appointments with family members and illness in the Employee's immediate family. Requests for Personal Leave shall not be unreasonably denied, ~~subject to operational requirements.~~
- ~~(b) The number of Personal Leave days are determined by the FTE as of April~~

1 of each year.

~~(i) Full-time and Part-time Employees greater than zero point eight (0.80) FTE shall be entitled to three (3) days of seven point seven five (7.75) hours each;~~

~~(ii) Part-time Employees between zero point six (0.60) and zero point eight (0.80) FTE shall be entitled to two (2) days to a maximum of seven point seven five (7.75) hours each;~~

~~(iii) Part-time Employees between zero point three eight (0.38) and zero point five nine (0.59) FTE shall be entitled to one (1) day to a maximum of seven point seven five (7.75) hours.~~

(c) ~~Personal Leave days granted per incident as a full day. Personal Leave days shall be 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 31st of each year shall not be carried over or paid out on termination of employment.

~~(e) New Employees hired after January 1st of each year shall not receive Personal Leave days until April 1st of the following year.~~

(b) **If Employment commences on or after August 1st of the year, Personal Leave days will be prorated for the remainder of the year as follows:**

(i) August 1st – November 30th: three (3) Personal Leave days.

(ii) December 1st – March 31st: two (2) Personal Leave days.

32.07

Caregiver Leaves

(a) Compassionate/Terminal Care Leave

(i) An Employee who has completed at least ninety (90) days of employment, shall be entitled to leave of absence without pay but with benefits at the normal cost sharing, for a period of twenty-seven (27) weeks to care for a qualified relative with a serious medical condition with a significant risk of death within twenty-six (26) weeks from the commencement of the leave. Such leave shall end upon the death of the qualified relative, when the Employee ceases to provide care for the qualified relative, or after twenty-seven (27) weeks of leave, whichever is earlier.

(ii) Qualified relative for compassionate/terminal care leave means a person in a relationship to the Employee as designated in the *Alberta Employment Standards Code* and the *Employment Standards Code Regulations*, including:

- the Employee's family members: spouse, adult interdependent partner or common-law partner; children (and their

partner/spouse); current or former foster children (and their partner/spouse); current or former wards; parents, step-parents and/or current or former guardians (and their partner/spouse); current or former foster parents; siblings, half-siblings, step-siblings (and their partner/spouse); grandchildren, step-grandchildren (and their partner/spouse); grandparents, step-grandparents; aunts, uncles, step-aunts, step-uncles (and their partner/spouse); nieces, nephews (and their partner/spouse); a person the Employee isn't related to but considers to be like a close relative; or,

- family members of the Employee's spouse, common-law or adult interdependent partner: children (and their partner/spouse); current or former wards; parents, step-parents, foster parents; siblings, half-siblings, step-siblings; grandparents; grandchildren; aunts, uncles; nieces, nephews.

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

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

(b) Critical Illness Leave

- (i) An Employee who has completed at least ninety (90) days of employment, and is a family member of a critically ill child or a critically ill qualified adult relative, is entitled to leave of absence without pay or benefits:
 - for a period of up to thirty-six (36) weeks to care for their critically ill child; or,
 - for a period of up to sixteen (16) weeks to care for a critically ill qualified adult relative.
- (ii) "Critically ill child" means a child, step-child, foster child or child who is under legal guardianship, and who is under eighteen (18) years of age for whom the Employee would be eligible for parents of critically ill child leave under the Alberta *Employment Standards Code* and regulations.
- (iii) "Critically ill qualified adult relative" means a person in a relationship to the Employee for whom the Employee would be eligible for critical illness leave under the Alberta *Employment Standards Code* and regulations.
- (iv) At the request of the Employee, critical illness leave may be taken in one (1) week increments.
- (v) Notwithstanding Article 32.02(a), an Employee shall apply for critical illness leave at least two (2) weeks in advance of the commencement of the leave and shall advise the Employer if they want to take the leave in weekly increments.

- (c) Employees may be required to submit to the Employer satisfactory proof demonstrating the need for compassionate/terminal care leave or critical

illness leave.

AMD 32.08

Jury or Witness Duty

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

32.09

Time Off for Union Business

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

- (a) Time off from work without loss of regular earnings will be provided on the following basis:
 - (i) The grievor and/or one (1) Local appointee for time spent in discussing grievances with representatives of the Employer as outlined in the grievance procedure.
 - (ii) Local appointees not to exceed three (3) in number for time spent in EMAC meetings with representatives of the Employer.
- (b) Provided that the efficiency of the Employer shall not in any way be disrupted, time off work without pay may be granted to Local members for the following purposes:
 - (i) to attend Provincial Executive meetings or meetings of the Union's Bargaining Committee;
 - (ii) to attend Conventions of the Alberta Union of Provincial Employees;
 - (iii) to attend special Union meetings;
 - (iv) members of the Union Negotiating Committee, for time spent meeting with representatives of the Employer, during the formal negotiation of a Collective Agreement and for preparatory meetings during negotiations;
 - (v) members elected as representatives of the Union to attend Seminars and Local meetings; and
 - (vi) members designated as delegates representing the Union at Conventions of labour organizations with which the Union is affiliated.
- (c) When leave to attend to Union business has been approved, it is granted with pay. The Union agrees to reimburse the Employer for actual salary paid to the Employee while on leave plus the actual amount to cover the cost of pension and benefits.

32.10

Death or Disappearance of a Child Leave

- (a) An Employee who is the parent of a child who has disappeared and it is probable, considering the circumstances, that the child disappeared as a result of a crime, shall be entitled to a leave of absence without pay for a period of up to fifty-two (52) weeks.

- (b) An Employee who is the parent of a child who has died and it is probable, considering the circumstances, that the child died as a result of a crime, shall be entitled to a leave of absence without pay for a period of up to one hundred and four (104) weeks.
- (c) An Employee is not entitled to death or disappearance of a child leave if the Employee is charged with the crime that resulted in the death or disappearance of the child.
- (d) The period during which the Employee may take death or disappearance of a child leave:
 - (i) begins on the day on which the death or disappearance occurs, and
 - (ii) ends on the earliest of:
 - the length of the leave specified in Article 32.10(a) or (b), or
 - in the case of a child who disappears and is subsequently found alive, fourteen (14) days after the day on which the child is found, but no later than the end of the fifty-two (52) week period, or
 - on the day on which the circumstances are such that it is no longer probable that the death or disappearance was the result of a crime.
 - (iii) An Employee who wishes to take death or disappearance of a child leave shall provide the Employer with written notice as soon as is possible in the circumstances and, if possible, the notice shall include the estimated date of the Employee's planned return to work. The Employee shall inform the Employer as soon as possible of any change in the estimated return to work date.
 - (iv) The Employee must provide the Employer with reasonable verification of the Employee's entitlement to the leave as soon as is possible in the circumstances.

32.11

Domestic Violence Leave

- (a) An Employee who has completed ninety (90) days of employment and who has been subjected to domestic violence may require time off from work to address the situation and shall be entitled to leave of absence without pay for a period of up to ten (10) days in a calendar year.
- (b) Alternatively, an Employee may access applicable leaves of absence or banks such as sick leave, personal leave, or witness duty leave.
- (c) Personal information concerning domestic violence will be kept confidential by the Employer.

- (d) When an Employee reports that they are experiencing domestic violence, the Employer will complete a hazard assessment and, where appropriate, may facilitate alternate work arrangements.
- (e) Employees may be required to submit satisfactory proof to the Employer demonstrating the need for domestic violence leave. Proof may be provided in the form of a copy of a court order, or documentation from a doctor, a family violence support service, a police officer, or lawyer.

32.12 **Citizenship Ceremony Leave**

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

32.13 **Military Leave**

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

NEW 32.14

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.

CONSEQUENTIAL AMENDMENTS AS REQUIRED

ARTICLE 33

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

- 33.01 Articles 1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, 12, 13, 13A, 17, 18, 19, 25, 26, 34, 37 and 38 shall apply to Temporary and Casual Employees.
- 33.02 **Probation (Article 14)**
- (a) Temporary and Casual Employees shall be on probation for five hundred and three point seven five (503.75) regular hours worked, exclusive of training. If an Employee is unsatisfactory in the opinion of the Employer, such Employee may be dismissed or their employment terminated, in writing, at any time during the probationary period without notice and without recourse to the grievance procedure. An Employee will be kept advised of their progress during the probationary period.
 - (b) By mutual agreement in writing between the Union and the Employer, the probationary period may be extended up to a maximum of five hundred and three point seven five (503.75) regular hours worked. During the extended period, and if in the opinion of the Employer, the Employee is found to be unsatisfactory, their employment may be terminated, in writing, without notice and without recourse to the grievance procedure.
- 33.03 **Seniority (Article 15)**
- Article 15: Seniority shall apply to Temporary Employees.
- 33.04 **Hours of Work (Article 20)**
- (a) The provisions of Article 20 as it relates to Full-time Employees apply to Temporary Employees who are employed in a full-time capacity.
 - (b) The provisions of Article 20 as it relates to Part-time Employees, applies to Temporary Employees who are employed in a part-time capacity.
 - (c) The provisions as outlined below apply to Casual Employees:
 - (i) Hours of work for a Casual Employee shall be up to seven and three-quarter (7 3/4) or eight (8) hours in a day as applicable.
 - (ii) Except for Employees identified in Clause 20.06(b), hours of work shall exclude an unpaid meal break of not less than one-half (1/2) hour for shifts worked greater than five (5) hours. If an Employee is recalled to duty during a meal break, compensating time shall be provided later in the shift or paid to the Employee at overtime rates.
 - (iii) Employees covered under Clause 20.06(b) shall be provided with a paid meal break at the Basic Rate of Pay for not less than one-half

(1/2) hour for shifts worked greater than five (5) hours.

- (iv) A paid rest period of fifteen (15) minutes will be permitted during each full period of three point eight seven five (3.875) hours worked. Where practicable, rest periods will be scheduled at or near the middle of each period.
- (v) The time of meal breaks and rest periods shall be determined by the Employer. In making this determination the Employer will consider Employee preference.
- (vi) When time is converted to Mountain Standard Time in accordance with the *Daylight Savings Time Act* regular hours of work shall be extended to include the additional hour and the Employee shall be paid at the overtime rate for that hour.
- (vii) When time is converted to Day Light Savings Time in accordance with the *Daylight Savings Time Act* the regular hours of work for the night shift shall be shortened by one (1) hour and the Employee shall have their regular pay for that shift reduced by one (1) hour.

33.05

Overtime (Article 22)

- (a) The provisions of Article 22 as it related to Regular Full-time Employees applies to Temporary Employees who are employed in a temporary full-time capacity.
- (b) The provisions of Article 22 as it relates to Regular Part-time Employees shall apply to Temporary Employees who are employed in a temporary part-time capacity.
- (c) Casual Employees shall be paid overtime rates as provided in Clause 22.12 for:
 - (i) time worked in excess of seven and three-quarter (7 3/4) hours per day [or eight (8) hours as applicable], or hours worked in excess of extended shift hours where such are in place as provided in Article 21; or
 - (ii) any time worked by a Casual Employee in excess of the total of hours of work assigned to a full-time position in each consecutive and non-inclusive fourteen (14) calendar day period [i.e. seventy-seven point five (77.5) hours or eighty (80) hours] averaged over one (1) complete cycle of the shift schedule.

33.06

On-Call Duty (Article 23)

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

33.07

Call-Back (Article 24)

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

33.08

Named Holidays (Article 27)

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

33.09

Annual Vacation (Article 28)

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

33.10

Sick Leave (Article 29)

The provisions of Article 29 apply to Temporary Employees who are employed in

a full-time or part-time position.

33.11 **Workers Compensation (Article 30)**

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

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

Article 31 is amended as follows:

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

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

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

33.14 **Salary Increment**

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

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

ARTICLE 35
PENSION PLAN

- AMD 35.01 (a) The Employer shall contribute to the **jointly governed** Local Authorities Pension Plan (LAPP) for retirement benefits for eligible participating Full-time Employees as defined by and in accordance with the regulations of the Plan.
- (b) The Employer shall contribute to the aforementioned Pension Plan for ~~eligible Part-time Employees who request enrolment~~ in the Plan provided they are regularly scheduled to work at least fourteen (14) hours per week averaged over a complete cycle of the shift schedule.
- 35.02 The Employer shall distribute to all Employees brochures and other relevant material outlining the above Plan upon hiring and when there are changes to the Plan.
- NEW 35.03 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 35.04 (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.

This Article is impacted by other Union Proposals to suspend Articles 16, Article 40 and LOU #1

ARTICLE 40
NO CONTRACTING OUT

- ~~40.01 — The Employer will not contract out services that will result in the loss of encumbered Regular General Support Services Bargaining Unit positions without meaningful consultation and discussion with the Union. This does not impact the ability of the Employer to make changes through attrition.~~
- ~~40.02 — The Employer shall provide the Union with at least ninety (90) days written notice prior to when a final decision is required. Lesser notice may be provided when urgent issues rapidly emerge.~~
- ~~40.03 — The Employer agrees that it will disclose to the Union the:~~
- ~~(a) — nature of, and rationale for, the initiative,~~
 - ~~(b) — scope of the potential contracting out,~~
 - ~~(c) — potential impacts on Regular Employees, and~~
 - ~~(d) — anticipated timeframe for the initiative.~~
- ~~40.04 — The Union shall provide in writing to the Employer possible alternatives to the contracting out initiative.~~
- ~~40.05 — During the notice period, the Parties shall discuss reasonable alternatives to maximize retention of Regular Employees potentially affected by the contracting out initiative, including examination of potential retraining and/or redeployment opportunities as an alternative to Article 16: Layoff and Recall.~~
- ~~40.06 — The Union may at any point ask to discuss with the Employer, services that are currently contracted out for specified work. Upon request the Employer agrees to entertain and give serious consideration to submissions and rationale from the Union based on an identified interest for specific work where the Union feels the Bargaining Unit may be better able to perform those services.~~
- ~~40.07 — **Dispute Resolution**~~
- ~~(a) — The application of the consultation process in this Letter of Understanding is subject to Article 8: Grievance Procedure.~~
 - ~~(b) — The final decision regarding contracting out is not subject to Article 8: Grievance Procedure.~~

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

NEW

- 40.01** 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.

NEW

ARTICLE X
JOB SECURITY

NEW

X.XX

Job Security

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

NEW

ARTICLE YY
PROFESSIONAL FEES

YY.01 The Employer shall pay for all certification, recertification or designation programs which 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

ARTICLE ZZ
PROFESSIONAL DEVELOPMENT DAYS

ZZ.01 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.

Wage Increase(s) and Salary Schedules

The Wage rate contained in the April 1, 2019 to March 31, 2020 Salary in the Schedules/Grids shall be increased in accordance with the schedule below;

Effective April 1, 2020 Salary Schedules shall be increased by two point five percent (2.5%).

Effective April 1, 2021 Salary Schedules shall be increased by two point five percent (2.5%).

| Group | Pay Grade | Classification | Effective | Step 1 | Step 2 | Step 3 | Step 4 | Step 5 | Step 6 | Step 7 |
|-------|----------------------------|---|------------|--------|--------|--------|--------|--------|--------|--------|
| Other | OT 1 | Support Services Worker | Current | 18.05 | 19.76 | 21.52 | | | | |
| | | | April 1/19 | 18.23 | 19.96 | 21.74 | | | | |
| | OT 2 | Volunteer Coordinator | Current | 22.83 | 23.3 | 23.71 | 24.14 | 24.57 | 25.1 | |
| | | | April 1/19 | 23.06 | 23.53 | 23.95 | 24.38 | 24.82 | 25.35 | |
| | OT 3 | Lifeguard | Current | 23.89 | 26.08 | | | | | |
| | | | April 1/19 | 24.13 | 26.34 | | | | | |
| | OT 4 | Working Leader – Recreation Facilities | Current | 26.75 | 29.88 | | | | | |
| | | | April 1/19 | 27.02 | 30.18 | | | | | |
| OT 5 | Histology Assistant | Current | 25.04 | 26.06 | 27.12 | 28.22 | 29.35 | 30.11 | | |
| | | April 1/19 | 25.29 | 26.32 | 27.39 | 28.50 | 29.64 | 30.41 | | |
| OT 6 | Driver Training Instructor | Current | 27.43 | 31.94 | | | | | | |
| | | April 1/19 | 27.70 | 32.26 | | | | | | |
| OT 7 | Graphic Designer | Current | 25.15 | 26.3 | 27.35 | 28.86 | 30.09 | 31.5 | 33.05 | |
| | | April 1/19 | 25.40 | 26.56 | 27.62 | 29.15 | 30.39 | 31.82 | 33.38 | |
| OT 8 | Draftsperson | Current | 32.96 | 36.13 | | | | | | |
| | | April 1/19 | 33.29 | 36.49 | | | | | | |

| Group | Pay Grade | Classification | Effective | Step 1 | Step 2 | Step 3 | Step 4 | Step 5 | Step 6 | Step 7 |
|---------------------------|-----------------------------------|---|------------|--------|--------|--------|--------|--------|--------|--------|
| Driver(s) | DR 1 | Driver I | Current | 21.49 | 24.02 | | | | | |
| | | | April 1/19 | 21.70 | 24.26 | | | | | |
| | DR 2 | Driver II | Current | 23.89 | 26.3 | | | | | |
| | | | April 1/19 | 24.13 | 26.56 | | | | | |
| Food Services | FS 1 | Food Service I | Current | 17.6 | 19.2 | | | | | |
| | | | April 1/19 | 17.78 | 19.39 | | | | | |
| | FS 2 | Food Service II | Current | 19.24 | 21.02 | | | | | |
| | | | April 1/19 | 19.43 | 21.23 | | | | | |
| | FS 3 | Cook I | Current | 22.57 | 24.83 | | | | | |
| April 1/19 | | | 22.80 | 25.08 | | | | | | |
| FS 4 | Working Leader – Food Services | Current | 22.53 | 25.12 | | | | | | |
| | | April 1/19 | 22.76 | 25.37 | | | | | | |
| FS 5 | Cook II | Current | 25.57 | 28.48 | | | | | | |
| | | April 1/19 | 25.83 | 28.76 | | | | | | |
| Environmental/ laundry | EL 1 | Environmental I Laundry I | Current | 17.60 | 19.20 | | | | | |
| | | | April 1/19 | 17.78 | 19.39 | | | | | |
| | EL 2 | Environmental II Laundry II | Current | 19.24 | 21.02 | | | | | |
| | | | April 1/19 | 19.43 | 21.23 | | | | | |
| | EL 3 | Working Leader – Environmental Working Leader – Laundry | Current | 22.53 | 25.12 | | | | | |
| April 1/19 | | | 22.76 | 25.37 | | | | | | |
| Service Workers | SW 1 | Service Worker I | Current | 19.59 | 21.39 | | | | | |
| | | | April 1/19 | 19.79 | 21.60 | | | | | |
| | SW 2 | Service Worker II | Current | 20.44 | 22.28 | | | | | |
| | | | April 1/19 | 20.64 | 22.50 | | | | | |
| | SW 3 | Working Leader – Service Worker | Current | 22.97 | 25.31 | | | | | |
| April 1/19 | | | 23.20 | 25.56 | | | | | | |

| Group | Pay Grade | Classification | Effective | Step 1 | Step 2 | Step 3 | Step 4 | Step 5 | Step 6 | Step 7 |
|---------------------------|--|--|------------|--------|--------|--------|--------|--------|--------|--------|
| Security | PS 1 | Protective Services Officer I Telecommunications Operator/Dispatcher | Current | 26.66 | 27.70 | 28.75 | 29.87 | 31.11 | 32.52 | |
| | | | April 1/19 | 26.93 | 27.98 | 29.04 | 30.17 | 31.42 | 32.85 | |
| Security | PS 2 | Protective Services Officer II | Current | 32.04 | 33.09 | 34.24 | 35.44 | 36.69 | | |
| | | | April 1/19 | 32.36 | 33.42 | 34.58 | 35.79 | 37.06 | | |
| Administrative Support | AS 1 | Administrative Support I | Current | 19.07 | 19.84 | 20.64 | 21.46 | 22.31 | 23.20 | |
| | | | April 1/19 | 19.26 | 20.04 | 20.85 | 21.67 | 22.53 | 23.43 | |
| | AS 2 | Administrative Support II | Current | 20.42 | 21.21 | 22.07 | 22.96 | 23.85 | 24.82 | |
| | | | April 1/19 | 20.62 | 21.42 | 22.29 | 23.19 | 24.09 | 25.07 | |
| | AS 3 | Administrative Support III | Current | 22.56 | 23.45 | 24.39 | 25.34 | 26.36 | 27.42 | |
| | | | April 1/19 | 22.79 | 23.68 | 24.63 | 25.59 | 26.62 | 27.69 | |
| | AS 4 | Data Coordinator | Current | 22.43 | 23.94 | 25.52 | 27.07 | 28.60 | | |
| April 1/19 | | | 22.65 | 24.18 | 25.78 | 27.34 | 28.89 | | | |
| AS 5 | Administrative Support IV Unit Clerk | Current | 24.99 | 25.98 | 27.02 | 28.10 | 29.22 | 30.38 | | |
| | | April 1/19 | 25.24 | 26.24 | 27.29 | 28.38 | 29.51 | 30.68 | | |
| AS 6 | Administrative Support V Medical Transcriptionist | Current | 27.28 | 28.37 | 29.49 | 30.67 | 31.90 | 33.17 | | |
| | | April 1/19 | 27.55 | 28.65 | 29.78 | 30.98 | 32.22 | 33.50 | | |
| AS 7 | Administrative Support VI | Current | 29.70 | 30.89 | 32.11 | 33.42 | 34.74 | 36.14 | | |
| | | April 1/19 | 30.00 | 31.20 | 32.43 | 33.75 | 35.09 | 36.50 | | |
| Supply & Procurement | SU 1 | Stores I | Current | 21.49 | 24.02 | | | | | |
| | | | April 1/19 | 21.70 | 24.26 | | | | | |
| | SU 2 | Stores II | Current | 23.89 | 26.30 | | | | | |
| | | | April 1/19 | 24.13 | 26.56 | | | | | |
| SU 3 | Supply Coordinator | Current | 23.05 | 24.80 | 26.60 | | | | | |
| | | April 1/19 | 23.28 | 25.05 | 26.87 | | | | | |
| SU 4 | Procurement Specialist I | Current | 27.18 | 30.34 | | | | | | |

| | | | | | | | | | | |
|----------------------------------|------------------|--|------------------|---------------|---------------|---------------|---------------|---------------|---------------|---------------|
| Group Supply & Procurement | | | April 1/19 | 27.45 | 30.64 | | | | | |
| | Pay Grade | Classification | Effective | Step 1 | Step 2 | Step 3 | Step 4 | Step 5 | Step 6 | Step 7 |
| | SU 5 | Procurement Specialist II | Current | 35.56 | 39.32 | | | | | |
| | | | April 1/19 | 35.92 | 39.71 | | | | | |
| | SU 6 | Procurement Specialist III | Current | 38.72 | 40.08 | 41.48 | 42.94 | 44.44 | 45.76 | |
| | | | April 1/19 | 39.11 | 40.48 | 41.89 | 43.37 | 44.88 | 46.22 | |
| Medical Support | MS 1 | Surgical Processor – Developmental | Current | 21.42 | | | | | | |
| | | | April 1/19 | 21.63 | | | | | | |
| | MS 2 | Pharmacy Assistant | Current | 21.62 | 22.42 | 23.23 | 24.02 | 24.83 | | |
| | | | April 1/19 | 21.84 | 22.64 | 23.46 | 24.26 | 25.08 | | |
| | MS 3 | Surgical Processor | Current | 22.54 | 23.33 | 24.07 | 24.87 | 25.69 | | |
| | | April 1/19 | 22.77 | 23.56 | 24.31 | 25.12 | 25.95 | | | |
| | MS 4 | Working Leader – Surgical Processing | Current | 26.30 | 26.95 | 27.63 | 28.31 | 28.92 | | |
| | | | April 1/19 | 26.56 | 27.22 | 27.91 | 28.59 | 29.21 | | |
| | MS 5 | Biological Parts Specialist | Current | 30.09 | 33.02 | | | | | |
| | | | April 1/19 | 30.39 | 33.35 | | | | | |
| Therapy | TH 1 | Client Companion | Current | 15.95 | 16.75 | | | | | |
| | | | April 1/19 | 16.11 | 16.92 | | | | | |
| | TH 2 | Therapy Aide | Current | 20.24 | 20.83 | 21.42 | 22.00 | 22.59 | | |
| | | | April 1/19 | 20.44 | 21.04 | 21.63 | 22.22 | 22.82 | | |
| | TH 3 | Single ILS Worker | Current | 21.53 | 22.45 | 23.33 | 24.23 | 25.12 | | |
| | | April 1/19 | 21.75 | 22.67 | 23.56 | 24.47 | 25.37 | | | |
| | TH 4 | Technical Attendant Addiction & Mental Health Recovery Worker Peer Support Worker (Mar. 15/18) | Current | 23.89 | 26.33 | | | | | |
| | | | April 1/19 | 24.13 | 26.59 | | | | | |
| | TH 5 | Activities Convener | Current | 22.17 | 23.11 | 24.08 | 25.00 | 25.96 | 26.83 | |
| | | | April 1/19 | 22.39 | 23.34 | 24.32 | 25.25 | 26.22 | 27.10 | |

| Group | Pay Grade | Classification | Effective | Step 1 | Step 2 | Step 3 | Step 4 | Step 5 | Step 6 | Step 7 |
|---------------------|--------------------------|--------------------------|------------|--------|--------|--------|--------|--------|--------|--------|
| Laboratory Services | LA 1 | Laboratory Assistant I | Current | 22.69 | 23.61 | 24.55 | 25.55 | 26.55 | 27.23 | |
| | | | April 1/19 | 22.92 | 23.85 | 24.80 | 25.81 | 26.82 | 27.50 | |
| | LA 2 | Laboratory Assistant II | Current | 23.84 | 24.82 | 25.82 | 26.86 | 27.94 | 28.69 | |
| | | | April 1/19 | 24.08 | 25.07 | 26.08 | 27.13 | 28.22 | 28.98 | |
| | LA 3 | Team Leader – Lab | Current | 26.63 | 27.67 | 28.77 | 29.94 | 31.12 | 31.95 | |
| | | | April 1/19 | 26.90 | 27.95 | 29.06 | 30.24 | 31.43 | 32.27 | |
| Maintenance | MA 1 | Maintenance Worker I | Current | 22.87 | 24.89 | | | | | |
| | | | April 1/19 | 23.10 | 25.14 | | | | | |
| | MA 2 | Maintenance Worker II | Current | 25.88 | 28.25 | | | | | |
| | | | April 1/19 | 26.14 | 28.53 | | | | | |
| | MA 3 | Maintenance Worker III | Current | 29.93 | 32.61 | | | | | |
| | | | April 1/19 | 30.23 | 32.94 | | | | | |
| MA 4 | Horticultural Specialist | Current | 30.46 | 33.34 | | | | | | |
| | | April 1/19 | 30.76 | 33.67 | | | | | | |
| MA 5 | Upholsterer | Current | 31.34 | 34.29 | | | | | | |
| | | April 1/19 | 31.65 | 34.63 | | | | | | |
| MA 6 | Maintenance Worker IV | Current | 31.82 | 34.67 | | | | | | |
| | | April 1/19 | 32.14 | 35.02 | | | | | | |
| Engineering | PE 1 | Power Engineer 4th Class | Current | 33.39 | 36.15 | | | | | |
| | | | April 1/19 | 33.72 | 36.51 | | | | | |
| | PE 2 | Control Centre Operator | Current | 35.64 | 39.13 | | | | | |
| | | | April 1/19 | 36.00 | 39.52 | | | | | |
| | PE 3 | Power Engineer 3rd Class | Current | 36.12 | 39.13 | | | | | |
| April 1/19 | | | 36.48 | 39.52 | | | | | | |
| PE 4 | Senior Control Operator | Current | 37.15 | 40.81 | | | | | | |
| | | April 1/19 | 37.52 | 41.22 | | | | | | |
| PE 5 | Power Engineer 2nd Class | Current | 41.82 | 45.46 | | | | | | |
| | | April 1/19 | 42.24 | 45.91 | | | | | | |

| | | | | | |
|-------------|------|-------------------------|------------|-------|-------|
| Engineering | PE 6 | Power Plant Coordinator | Current | 44.19 | 48.71 |
| | | | April 1/19 | 44.63 | 49.20 |

| Group | Pay Grade | Classification | Effective | Step 1 | Step 2 | Step 3 | Step 4 | Step 5 | Step 6 | Step 7 |
|--------|-----------|--|------------|--------|--------|--------|--------|--------|--------|--------|
| Trades | TR 1 | Locksmith | Current | 32.98 | 36.46 | | | | | |
| | | | April 1/19 | 33.31 | 36.82 | | | | | |
| | TR 2 | Painter | Current | 33.90 | 37.18 | | | | | |
| | | | April 1/19 | 34.24 | 37.55 | | | | | |
| | TR 3 | Carpenter Spraypainter | Current | 35.55 | 38.65 | | | | | |
| | | | April 1/19 | 35.91 | 39.04 | | | | | |
| | TR 4 | Signwriter/Painter Mechanical Service Technician Machinist | Current | 37.18 | 40.48 | | | | | |
| | | | April 1/19 | 37.55 | 40.88 | | | | | |
| | TR 5 | Welder | Current | 38.52 | 41.79 | | | | | |
| | | | April 1/19 | 38.91 | 42.21 | | | | | |
| | TR 6 | Instrumentation Tech I Plumber Steamfitter | Current | 38.59 | 42.12 | | | | | |
| | | | April 1/19 | 38.98 | 42.54 | | | | | |
| | TR 7 | Electronics Technologist I | Current | 39.98 | 43.08 | | | | | |
| | | | April 1/19 | 40.38 | 43.51 | | | | | |
| | TR 8 | Millwright Instrumentation Tech II | Current | 39.82 | 43.14 | | | | | |
| | | | April 1/19 | 40.22 | 43.57 | | | | | |
| | TR 9 | Electrician Electronics Technologist II Machinist/Millwright Mechanic/Welder Medical Electronics Tech Machinist Technician Plumber/Steamfitter Refrigeration Mechanic | Current | 41.18 | 44.46 | | | | | |
| | | | April 1/19 | 41.59 | 44.90 | | | | | |

| Group | Pay Grade | Classification | Effective | Step 1 | Step 2 | Step 3 | Step 4 | Step 5 | Step 6 | Step 7 |
|------------------------|-------------------------|--|------------|--------|--------|--------|--------|--------|--------|--------|
| Trades | | Temp. Control Mech - HVAC Facilities Technician | | | | | | | | |
| | TR 10 | Maintenance Planner | Current | 42.19 | 45.57 | | | | | |
| | | Assistant Electrical Foreman | April 1/19 | 42.61 | 46.03 | | | | | |
| | TR 11 | Instrumentation Tech III | Current | 41.78 | 46.05 | | | | | |
| | | | April 1/19 | 42.20 | 46.51 | | | | | |
| TR 12 | Lead Hand | Current | 42.96 | 46.43 | | | | | | |
| | | April 1/19 | 43.39 | 46.89 | | | | | | |
| TR 13 | Mechanical Technologist | Current | 42.82 | 46.54 | | | | | | |
| | | April 1/19 | 43.25 | 47.01 | | | | | | |
| Finance | FI 1 | Financial Analyst | Current | 33.60 | 37.13 | 40.56 | | | | |
| | | | April 1/19 | 33.94 | 37.50 | 40.97 | | | | |
| | FI 2 | Sr. Financial Analyst | Current | 40.59 | 44.85 | 49.11 | | | | |
| | | | April 1/19 | 41.00 | 45.30 | 49.60 | | | | |
| Information Technology | IT 1 | IT Customer Support I | Current | 25.65 | 26.99 | 28.41 | 29.84 | 31.33 | | |
| | | | April 1/19 | 25.91 | 27.26 | 28.69 | 30.14 | 31.64 | | |
| | IT 2 | IT Customer Support II | Current | 29.84 | 31.41 | 33.06 | 34.70 | 36.44 | | |
| | | | April 1/19 | 30.14 | 31.72 | 33.39 | 35.05 | 36.80 | | |
| IT 3 | IT Analyst I | Current | 29.92 | 31.49 | 33.14 | 34.89 | 36.63 | 38.47 | 40.39 | |
| | | April 1/19 | 30.22 | 31.80 | 33.47 | 35.24 | 37.00 | 38.85 | 40.79 | |
| IT 4 | IT Analyst II | Current | 36.94 | 38.87 | 40.93 | 43.09 | 45.24 | 47.49 | 49.88 | |
| | | April 1/19 | 37.31 | 39.26 | 41.34 | 43.52 | 45.69 | 47.96 | 50.38 | |
| Professional | PR 1 | Coordinator I | Current | 27.28 | 28.37 | 29.49 | 30.67 | 31.90 | 33.17 | |
| | | | April 1/19 | 27.55 | 28.65 | 29.78 | 30.98 | 32.22 | 33.50 | |
| | PR 2 | Coordinator II | Current | 29.92 | 31.49 | 33.14 | 34.89 | 36.63 | 38.47 | 40.39 |
| | Trainer | April 1/19 | 30.22 | 31.80 | 33.47 | 35.24 | 37.00 | 38.85 | 40.79 | |
| PR 3 | Human Resources | Current | 31.60 | 33.28 | 35.03 | 36.88 | 38.71 | 40.64 | 42.08 | |
| | Technician | April 1/19 | 31.92 | 33.61 | 35.38 | 37.25 | 39.10 | 41.05 | 42.50 | |

| Group | Pay Grade | Classification | Effective | Step 1 | Step 2 | Step 3 | Step 4 | Step 5 | Step 6 | Step 7 |
|--------------|-----------|------------------|------------|--------|--------|--------|--------|--------|--------|--------|
| Professional | PR 4 | Business Analyst | Current | 36.94 | 38.87 | 40.93 | 43.09 | 45.24 | 47.49 | 49.88 |
| | | | April 1/19 | 37.31 | 39.26 | 41.34 | 43.52 | 45.69 | 47.96 | 50.38 |

**Addendum A:
Local Conditions
Calgary Zone**

| Group | Pay Grade | Classification | Effective | Step 1 | Step 2 | Step 3 | Step 4 | Step 5 | Step 6 | Step 7 |
|-----------|-----------|-----------------------------|------------|--------|--------|--------|--------|--------|--------|--------|
| Technical | | <u>Web Administrator[1]</u> | Current | 26.27 | 28.76 | 31.31 | | | | |
| | | - | April 1/19 | 26.53 | 29.05 | 31.62 | | | | |

Former AADAC

| Group | Pay Grade | Classification | Effective | Step 1 | Step 2 | Step 3 | Step 4 | Step 5 | Step 6 | Step 7 |
|--|-----------|----------------|------------|--------|--------|--------|--------|--------|--------|--------|
| Administrative & Program Services | AUPE | Writer/Editor | Current | 31.27 | 32.56 | 34.12 | 35.68 | 37.27 | 39.06 | 40.82 |
| | | | April 1/19 | 31.58 | 32.89 | 34.46 | 36.04 | 37.64 | 39.45 | 41.23 |

[1] Former Calgary Health Region

**Addendum B:
Current Incumbents Only
South Zone**

| Group | Pay Grade | Classification | Effective | Step 1 | Step 2 | Step 3 | Step 4 | Step 5 | Step 6 | Step 7 |
|-----------------------|-----------|---|------------|--------|--------|--------|--------|--------|--------|--------|
| Medical Support Group | | <u>Community Health Representative</u> ^[1] | Current | 26.48 | 27.39 | 28.26 | 29.22 | 30.19 | 31.17 | |
| | | | April 1/19 | 26.74 | 27.66 | 28.54 | 29.51 | 30.49 | 31.48 | |

Edmonton Zone

| Group | Pay Grade | Classification | Effective | Step 1 | Step 2 | Step 3 | Step 4 | Step 5 | Step 6 | Step 7 | Step 8 | Step 9 |
|-------|-----------|----------------|------------|--------|--------|--------|--------|--------|--------|--------|--------|--------|
| | | Media Producer | Current | 33.98 | 35.19 | 36.46 | 37.74 | 39.08 | 40.48 | 41.91 | 43.25 | 44.75 |
| | | | April 1/19 | 34.32 | 35.54 | 36.82 | 38.12 | 39.47 | 40.88 | 42.33 | 43.68 | 45.20 |

Dr. Cooke Extended Care Centre

| Group | Pay Grade | Classification | Effective | Step 1 | Step 2 | Step 3 | Step 4 | Step 5 | Step 6 | Step 7 |
|-------|-----------|-------------------|------------|--------|--------|--------|--------|--------|--------|--------|
| | | Therapy Assistant | Current | 23.56 | 24.58 | 25.56 | 26.59 | 27.57 | 28.52 | |
| | | | April 1/19 | 23.80 | 24.83 | 25.82 | 26.86 | 27.85 | 28.81 | |

² Former Chinook Health Region

AMEND

LETTER OF UNDERSTANDING #7
BETWEEN
ALBERTA HEALTH SERVICES
- and -
ALBERTA UNION OF PROVINCIAL EMPLOYEES
RE: FLEXIBLE SPENDING ACCOUNT

Flexible Spending Account (FSA)

1. Eligibility

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

2. Calculation

The FSA will be calculated as follows:

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

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

~~Eight hundred and fifty dollars (\$850.00)~~ **One thousand two hundred and fifty dollars (\$1250.00)** to be allocated to each eligible Full-time Employee and prorated for each eligible Part-time Employee based on their FTE as of the last day of the pay period immediately prior to December 1st (eligibility date) of each year.

3. Utilization

The FSA may be used for the following purposes:

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

- (iii) professional journals; and
 - (iv) books or publications.
- (b) Reimbursement for the cost of professional registration or voluntary association fees related to the Employee's discipline.

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

4. **Allocation**

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

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

5. **Implementation**

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

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

AMEND

LETTER OF UNDERSTANDING #11

BETWEEN

ALBERTA HEALTH SERVICES

- and -

ALBERTA UNION OF PROVINCIAL EMPLOYEES

RE: DISTRIBUTION OF ADDITIONAL HOURS – PILOT PROJECT

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

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

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

Unless there is mutual agreement to extend or terminate this pilot project, this Letter of Understanding shall expire on **March 31, 2020: 2021.**

CONSEQUENTIAL AMENDMENTS AS REQUIRED

LETTER OF UNDERSTANDING #14

BETWEEN

ALBERTA HEALTH SERVICES

(former Calgary Health Region)

- and -

ALBERTA UNION OF PROVINCIAL EMPLOYEES

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

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

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

1.01 Hours of Work (Article 20)

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

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

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

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

1.02 Overtime (Article 22)

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

- (a) Time worked in excess of eight (8) hours per day;
(b) Delete

1.03 Annual Vacation (Article 28)

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

Vacation Entitlement for Full-time Employees

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

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

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

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

(1) Hours of Work (Article 20)

Replace 20.06(a) and (b) with:

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

(b) Delete

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

(a) Hours of work shall exclude an unpaid meal break of not less than one-half (1/2) hour for shifts worked greater than five (5) hours. If an Employee is recalled to duty during a meal break, compensating time shall be provided later in the shift or paid to the Employee at overtime rates.

(b) All Regular Part-time Employees shall be permitted one (1) paid rest period of fifteen (15) minutes during each period of four (4) hours scheduled, the time of which shall be scheduled by the Employer. If an Employee is unable to take their paid rest period,

or is recalled from their paid rest period, compensating time shall be provided later in their shift or paid to the Employee at an additional one times (1X) their Basic Rate of Pay.

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

(a) the hours worked do not exceed eight (8) hours; and

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

(B) Overtime (Article 22)

- (1) Replace Article 22.12 with the following:

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

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

(C) Annual Vacation (Article 28)

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

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

- (i) Hours worked as a regular Employee as specified in 1.04(A)(1)(a) of this Local agreement, times the applicable percentage outlined below equals the number of hours of paid vacation time to be taken:

- six percent (6%) during the first (1st) and second (2nd) years of continuous employment;
- eight percent (8%) during each of the third (3rd) to ninth (9th) years of continuous employment;
- ten percent (10%) during each of the tenth (10th) to nineteenth (19th) years of continuous employment;
- twelve (12%) percent during the twentieth (20th) and each subsequent year of continuous employment.

(D) Sick Leave (Article 29)

Amend Article 29.03(b) to read:

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

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

Replace Article 37.02(b) with the following:

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

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

Article 33 shall apply except as amended below:

(A) Hours of Work (Article 20)

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

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

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

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

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

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

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

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

(B) Salary Increment

Replace 33.14 with the following:

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

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

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

CONSEQUENTIAL AMENDMENTS AS REQUIRED

LETTER OF UNDERSTANDING #18

BETWEEN

ALBERTA HEALTH SERVICES

(former Palliser Region)

- and -

ALBERTA UNION OF PROVINCIAL EMPLOYEES

RE: EXTENDED HOURS OF WORK POWER ENGINEERS

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

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

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

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

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

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

CONSEQUENTIAL AMENDMENTS AS REQUIRED

LETTER OF UNDERSTANDING #19

BETWEEN

ALBERTA HEALTH SERVICES

(former Chinook)

- and -

ALBERTA UNION OF PROVINCIAL EMPLOYEES

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

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

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

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

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

Power Engineers – Chinook Regional Hospital

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

4. **Sick Time**

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

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

5. **Named Holidays**

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

6. **Floating Stat**

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

7. **Annual Vacation**

- (a) During the first (1st) to second (2nd) years of employment, a Full-time Employee earns and can use one hundred and twenty-six (126) hours of vacation per year;
- (b) During the third (3rd) to ninth (9th) years of employment, a Full-time Employee earns and can use one hundred and sixty-eight (168) hours of vacation per year;
- (c) During the tenth (10th) to nineteenth (19th) years of employment, a Full-time Employee earns and can use two hundred and ten (210) hours of vacation per year;
- (d) During the twentieth (20th) and subsequent years of employment, a Full-time Employee earns and can use two hundred and fifty-two (252) hours of vacation per year;
- (e) Vacation pay shall be at the Employee's Basic Rate of Pay.
- (f) Supplementary Vacation
 - (i) Upon having reached twenty-five (25) years of continuous employment, an Employee shall earn a one-time additional forty-two (42) hours of supplementary vacation with pay.
 - (ii) Upon reaching the employment anniversary of thirty (30) years of

continuous service, Employees shall have earned an additional one-time forty-two (42) hours of supplementary vacation with pay.

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

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

8. **Bereavement**

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

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

9. **Worker's Compensation**

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

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

AMEND

LETTER OF UNDERSTANDING #22

BETWEEN

ALBERTA HEALTH SERVICES

- and -

ALBERTA UNION OF PROVINCIAL EMPLOYEES

RE: WORKLOAD APPEAL PROCESS

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

The Parties recognize the importance of discussions regarding workload. It is agreed that workload concern(s) for discussion represent ongoing, systemic, long-term issues which have continued for a minimum period of sixty (60) calendar days. This does not preclude an Employee from discussing their workload with their direct manager prior to the ~~sixty (60)~~ **thirty (30)** days.

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

LEVEL 1

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

LEVEL 2

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

LEVEL 3

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

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

Parties.

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

Dispute Resolution

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

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

DELETE UPON NEGOTIATION OF UNION PROPOSED ARTICLE X JOB SECURITY
THE UNION WISHES TO DISCUSS AND RESERVES THE RIGHT TO TABLE PROPOSALS DURING
COLLECTIVE BARGAINING

LETTER OF UNDERSTANDING #28
BETWEEN
ALBERTA HEALTH SERVICES
-and-
ALBERTA UNION OF PROVINCIAL EMPLOYEES

RE: EMPLOYMENT SECURITY (OPERATIONAL RESTRUCTURING)

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

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

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

The Parties agree to the following:

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

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

NEW

LETTER OF UNDERSTANDING #XX

BETWEEN

ALBERTA HEALTH SERVICES

- and -

ALBERTA UNION OF PROVINCIAL EMPLOYEES

RE: EXTENDED HEALTH BENEFITS

Effective ninety (90) days following ratification, the Employer shall provide in addition to the Extended Health Benefits plan the following 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

LOCAL CONDITIONS APPLICABLE TO LAMONT HEALTH CARE CENTRE

ARTICLE 1

TERM OF THE COLLECTIVE AGREEMENT

- AMD 1.01 Except where specifically provided otherwise, the terms of this Collective Agreement shall be effective from the date upon which the Alberta Union of Provincial Employees and the Lamont Health Care Centre exchange notice of ratification by their principals of this Collective Agreement, up to and including March 31, ~~2020~~ **2022**, and from year to year thereafter unless notice, in writing, is given by either Party to the other Party, not less than sixty (60) calendar days nor more than one hundred and twenty (120) calendar days prior to the expiration date, of its desire to amend this Collective Agreement.
- 1.02 When either Party serves notice of desire to amend the Collective Agreement in accordance with Article 1.01, the Negotiating Committees shall exchange any proposed amendments at commencement of negotiations.
- 1.03 This Collective Agreement shall continue in force and effect until a new Collective Agreement has been ratified.
- 1.04 Any notice required to be given in this Collective Agreement shall be deemed to have been sufficiently served if personally delivered or mailed in a prepaid registered envelope addressed in the case of the Employer to:
- The Chief Executive Officer or Designate of the Employer
Lamont Health Care Centre
5216 53 Street
LAMONT AB T0B 2R0
- and in the case of the Union to:
- The President
The Alberta Union of Provincial Employees
10451-170 Street NW
EDMONTON AB T5P 4S7
- 1.05 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.

LOCAL CONDITIONS APPLICABLE TO LAMONT HEALTH CARE CENTRE

ARTICLE 8
STAFF DEVELOPMENT AND MEETINGS

8.01 The Parties to this Collective Agreement recognize the value of continuing staff development for Employees and that the responsibility for such continuing staff development lies not only with the individual but also with the Employer. For the purposes of this Article, the term "staff development" includes orientation, acquisition and maintenance of essential skills and other programs, which may be approved by the Employer.

The Employer is committed to supporting Employee development and organizational effectiveness by identifying and facilitating essential training opportunities.

8.02 (a) An Employee who is required by the Employer to attend staff development activities on a regularly scheduled day of rest shall be:

(i) paid at the applicable rate of pay for the hours spent travelling to and from and attending such training course, seminar or staff meeting; or

(ii) granted equivalent time off in lieu at some other mutually agreeable time, or if impractical, the Employee shall be paid in accordance with Article 8.02(a)(i).

(b) An Employee who is required to attend staff development activities on a regularly scheduled day of work shall be paid for all hours, inclusive of travel time at the applicable rate of pay.

AMD

(c) An Employee who is required by the Employer to attend staff development training activities, courses, seminars, or staff meetings, shall be entitled to the provisions of Article 38: Transportation if applicable and shall be reimbursed for any required course materials and registration fees.

8.03 Opportunities for staff development, training and educational opportunities shall first be offered to Regular Employees.

LOCAL CONDITIONS APPLICABLE TO LAMONT HEALTH CARE CENTRE

ARTICLE 10
SENIORITY

- 10.01 (a) "Seniority" shall mean the length of continuous service as a Regular Employee within the bargaining unit with the Employer from the last date of hire, including all periods of continuous service as a Casual, Temporary or Regular Employee.
- (b) Notwithstanding Article 10.01 (a), an Employee whose seniority date has been determined pursuant to the Letter of Understanding titled "Seniority Date Transition" in the Multi-Employer/AUPE General Support Services Collective Agreement expiring March 31, 2008, shall retain such seniority date until Article 10.03 applies.
- (c) 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 10.01(a).
- (d) One seniority list shall be maintained incorporating the seniority dates of Regular Full-time and Regular Part-time Employees. Temporary Employees and Casual Employees' dates of hire shall be included in this list for information purposes only.
- (e) Seniority shall continue to accrue during all approved leaves of absence and during layoff.

- AMD 10.02 Seniority shall be the determining factor for:
- (a) promotions and transfers and in filling vacancies within the bargaining unit subject to the provisions specified in Article 17; and
- (b) preference for vacation time, subject to Article 28: Vacation.
- (c) layoffs and recalls, subject to the provisions specified in Article 16: Layoff and Recall.

- AMD 10.03 Seniority shall be considered broken, all rights forfeited, and there shall be no obligation to rehire:
- (a) if an Employee is discharged for just cause;
- (b) if an Employee resigns voluntarily;
- (c) upon the expiry of twenty-four (24) months following the date of layoff;
- (d) if an Employee does not return to work on recall, as provided in Article 16: Layoff and Recall.

- 10.04 An up to date seniority list shall be sent to the Union in January of each year and when any Regular Employee is served notice of layoff and such list shall indicate

each Employee's classification.

10.05

Should a difference arise regarding an Employee's seniority, the Parties shall exchange the information necessary to establish accuracy.

LOCAL CONDITIONS APPLICABLE TO LAMONT HEALTH CARE CENTRE

ARTICLE 14 HOURS OF WORK

14.01 Continuous Operation

It is understood and agreed that work shall provide for a continuous operation Monday through Sunday. Also, a weekend is defined as Saturday and Sunday.

14.02 Posting of Shift Schedules

- (a) Shift schedules, covering a minimum of a six (6) week period shall be posted not less than twenty-eight (28) calendar days in advance. When a change is made in the Regular Employee's scheduled work days the Employee shall be informed and the change shall be recorded on the shift schedule. When such change is made with less than seven (7) calendar days notice, the Regular Employee shall be paid at two times (2X) the Basic Rate of Pay for all hours worked on the first (1st) shift of the changed schedule.
- (b) If, in the course of a posted schedule, the Employer changes the Employee's scheduled shift (i.e. days to evenings, days to nights or evenings to nights) with less than forty-eight (48) hours notice, she shall be paid at the rate of two times (2X) her Basic Rate of Pay for all hours worked on the changed shift.
- (c) If, in the course of a posted schedule, the Employer changes a regular Employee's scheduled start time and/or end time with less than forty-eight (48) hours notice, she shall be paid at two times (2X) her Basic Rate of Pay for all hours worked outside of the originally scheduled hours.
- (d) The Employer shall allow a Representative of the Union to reproduce a copy of the posted shift schedule.

14.03 Daylight Saving Time

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

14.04 Request to Report for a Later Shift

In the event a Regular Employee reports for work as scheduled and is requested by the Employer to report for a later shift, the Regular Employee shall be

compensated for the inconvenience by payment of three (3) hours pay at the Employee's Basic Rate of Pay.

14.05

Rest Periods

- (a) All Regular Employees shall be permitted one (1) rest period of fifteen (15) minutes during each period of three point eight seven five (3.875) hours of work, the time of which shall be scheduled by the Employer. Rest periods will not be scheduled in conjunction with meal periods, starting times, quitting times, or taken together except by mutual agreement of the Employee and the Employer.
- (b) Where the Employer directs an Employee to work, or return to duty, during the Employee's rest period, the Employee shall:
 - (i) be provided with a rest period by the end of the Employee's shift; or
 - (ii) where a rest period by the end of the shift is not possible, be paid for an additional fifteen (15) minutes at the Employee's Basic Rate of Pay.

14.06

Meal Periods

- (a) A meal period of not less than one-half (1/2) hour and not more than one point five (1.5) hours shall be granted to all Employees at approximately the mid-point of each work period that exceeds four (4) hours. Such meal period shall be without pay except as provided for in Article 14.06(b).
- (b) An Employee who is directed by the supervisor to remain on duty during her meal period shall be paid for such meal period at the applicable rate of pay if the meal period cannot be taken at another time.

14.07

Employee Shift Exchange

- (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.
- (b) Where such a request is made in writing, the Employer's reply shall also be in writing.
- (c) Such exchange shall be recorded on the shift schedule.
- (d) Such exchange shall not be a violation of the provisions of this Collective Agreement.

14.08

Full-time Employees

- (a) Normal hours of work, exclusive of meal periods, for Regular Full-time Employees, shall be:
 - (i) seven point seven five (7.75) work hours per day; and

AMD

- (ii) thirty-eight point seven five (38.75) hours per week averaged over one (1) complete cycle of the shift schedule.
- (b) Regular Full-time Employees who are scheduled to rotate shifts (days, evenings and nights; or days and evenings; or days and nights) shall be assigned not less than one-third (1/3) day shifts during a shift cycle, unless otherwise mutually agreed to between the Employer and the Employee. The Employer shall consider a request by such Employee(s) to work permanent evenings and/or night shifts.
- (c) Unless otherwise mutually agreed between the Employer and the Employee, shift schedules for Regular Full-time Employees shall provide for:
 - (i) not more than two (2) different shift starting times between scheduled days off;
 - (ii) days off to be consecutive;
 - (iii) not more than six (6) consecutive days of work without receiving her days off;
 - (iv) at least fifteen (15) hours between scheduled shifts;
 - (v) no split shifts; and
 - (vi) days off to be scheduled in such a way as to equally distribute weekends off over a shift cycle among the Regular Full-time Employees who perform the work involved. However, no Employee shall have less than two (2) weekends off 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.

14.09

Part-time Employees

- (a) Hours of work for Regular Part-time Employees shall be:
 - (i) up to seven point seven five (7.75) hours in any one (1) day, exclusive of meal periods;
 - (ii) scheduled to work in a manner where the ratio of work days to non-work days does not exceed five (5)/two (2) averaged over one (1) work cycle of not more than fourteen (14) calendar days.
- (b) Regular Part-time Employees who are scheduled to rotate shifts (days, evenings and nights; or days and evenings; or days and nights) shall be assigned not less than one-third (1/3) day shifts during a shift cycle, unless otherwise mutually agreed to between the Employer and the Employee. The Employer shall consider a request by such Employee(s) to work permanent evenings and/or night shifts.
- (c) Unless otherwise mutually agreed between the Employer and the

Employee, shift schedules for Regular Part-time Employees shall provide for:

- (i) not more than two (2) different shift starting times between days off;

- (ii) at least two (2) consecutive days off per week, averaged over one (1) work cycle of not more than fourteen (14) calendar days;
 - (iii) not more than six (6) consecutive days of work without receiving her days off;
 - (iv) at least fifteen (15) hours between scheduled shifts;
 - (v) a minimum of three (3) hours per shift;
 - (vi) no split shifts; and
 - (vii) except for cases of emergency, days off will be scheduled in such a way as to equally distribute weekends off over a shift cycle among the Regular Part-time Employees who perform the work involved. No Employee shall have less than two (2) weekends off 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. This clause does not apply to Part-time Employees who are employed specifically for weekend work.
- (d)
- (i) Regular Part-time Employees who wish to be considered for additional hours of work to meet temporary operational requirements shall advise their immediate supervisor, in writing, as to the extent of their availability. Employees on layoff, or who have had their normal hours of work reduced, shall have priority for additional hours up to their normal hours of work. All other additional hours of work shall be distributed fairly and equitably among the available Regular Part-time Employees who have requested additional hours of work and the Casual Employees.
 - (ii) 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 she accepts 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) The Basic Rate of Pay will prevail for additional hours of work voluntarily accepted by a Regular Part-time Employee beyond her scheduled hours provided:
- (i) the hours worked do not exceed seven point seven five (7.75) hours per day; and
 - (ii) the hours worked do not exceed thirty-eight point seven five (38.75) hours per week averaged over one (1) complete cycle of the shift schedule; and
 - (iii) the Part-time Employee does not work in excess of six (6)

consecutive days without days off; and

- (iv) the Part-time Employee does not work in excess of ten (10) days in a fourteen (14) day period.

Where all the preceding conditions are not met, such Employee shall be entitled to two times (2X) her Basic Rate of Pay.

14.10 **Optional Scheduling Provisions**

Optional scheduling provisions may be mutually agreed to in writing between the Employer and the Union. The Employer shall consider any optional schedule which is proposed in writing by the Union.

14.11 **Extended/Modified Work Day**

- (a) Where the Parties agree to implement a system employing an extended/modified work day, they shall evidence such agreement by signing a document indicating those positions/work areas/programs to which the agreement applies and indicating the implementation timelines, and the resulting amendments to regular hours of work and related articles. The list of positions/work areas/programs may be amended from time to time by the Parties.
- (b) Either Party will provide the other Party with at least twenty-eight (28) calendar days notice, in writing, of their intent to terminate this agreement. Within the twenty-eight (28) day notice period, the Employer shall post a new schedule pursuant to Article 14.02.
- (c) The Parties agree that with the exception of those amendments when an extended/modified work day is implemented, all other Articles shall remain in full force and effect.

LOCAL CONDITIONS APPLICABLE TO LAMONT HEALTH CARE CENTRE

ARTICLE 23
CASUAL AND TEMPORARY EMPLOYEES

23.01

Application

- (a) Except as specifically provided hereinafter, the provisions of this Collective Agreement shall not apply to Casual and Temporary Employees.
- (b) The provisions of Articles:
 - 1 Term of Collective Agreement
 - 2 Definitions
 - 3 Union Recognition
 - 4 Application
 - 5 Dues Deduction
 - 6 Management Rights
 - 7 No Discrimination
 - 12 Job Postings, Transfers and Promotions
 - 13 Job Classification
 - 16 Salaries
 - 17 Recognition of Previous Experience
 - 18 Pyramiding
 - 19 Shift Differential
 - 20 Weekend Premium
 - 21 Acting Incumbency
 - 22 On-Call Duty/Call-Back
 - 35 Occupational Health and Safety
 - 36 Grievance Procedure
 - 37 Union Stewards
 - 38 Employee-Management Advisory Committee
 - 39 Uniforms
 - 41 Job Description
 - 42 Employment Insurance Premium Reductionsshall apply to Casual and Temporary Employees.

23.02

Hours of Work

- (a) The provisions of Article 14.01 through 14.06, and 14.10 apply to Casual and Temporary Employees employed in a regularly scheduled Full-time or Part-time capacity and:

- (i) the provisions of Article 14.08 apply to Casual and Temporary Employees who are employed in a regularly scheduled Full-time capacity;
- (ii) the provisions of Article 14.09 apply to Casual and Temporary Employees who are employed in a regularly scheduled Part-time capacity;
- (iii) available hours of work shall be distributed to Casual Employees in accordance with Article 14.09(d).

23.03 **Reporting for a Later Shift**

In the event that a Casual or Temporary Employee is required by the Employer to report to work and is then not permitted to commence work or is required to return to duty at a later hour, such Employee shall be compensated by receiving three (3) hours pay at the Basic Rate of Pay.

23.04 **Overtime**

- (a) The Employer shall determine when overtime is necessary and for what period of time it is required:
 - (i) all authorized overtime worked in excess of and in conjunction with seven point seven five (7.75) hours per day shall be paid at the rate of two times (2X) the Basic Rate of Pay; or
 - (ii) all overtime worked in excess of thirty-eight point seven five (38.75) hours per week averaged over a complete shift cycle shall be paid at two times (2X) the Basic Rate of Pay;whichever is greater.
- (b) Failure to provide at least fifteen (15) hours rest between scheduled shifts, or twelve (12) hours where applicable, shall result in payment of overtime at established rates for any hours worked during normal rest periods unless the Employer and the Union have mutually agreed to optional scheduling provisions that provide for less than fifteen point five (15) hours rest between scheduled shifts.

23.05 **Transportation Allowance**

- (a) A Casual or Temporary Employee who has completed a shift and is called back and required to return to work shall be reimbursed for reasonable, necessary and substantiated transportation expenses and, if the Employee travels for such purpose by private automobile, reimbursement shall be at the Government of Alberta rates per kilometre from the Employee's residence to the Site and return provided the return is prior to the commencement of the Employee's next shift.

- (b) A Casual or Temporary Employee who normally travels from the Site to his/her place of residence by means of public transportation following the completion of duty shift, but who is prevented from doing so by being required to remain on duty longer than the Employee's regular shift and past the time when public transportation is available, shall be reimbursed for the cost of reasonable, necessary and substantiated transportation expenses from the Site to the Employee's place of residence.

23.06

Vacation

- (a) Casual and Temporary Employees shall be paid in addition to their earnings at the Basic Rate of Pay:
 - (i) four percent (4%) of their earnings at the Basic Rate of Pay during the first (1st) and subsequent employment years; or
 - (ii) six percent (6%) of their earnings at the Basic Rate of Pay during the fourth (4th) and subsequent employment years if applicable;in lieu of vacation.
- (b) Casual and Temporary Employees shall be allowed:
 - (i) fourteen (14) calendar days off without pay for their vacation after one (1) year of employment; or
 - (ii) twenty-one (21) calendar days off without pay for their vacation after four (4) years of employment, if applicable.

23.07

Named Holidays

- (a) Casual and Temporary Employees required to work on a named holiday shall be paid at one point five times (1.5X) their Basic Rate of Pay for all hours worked on the named holiday.
- (b) Casual and Temporary Employees required to work on Christmas Day and/or the August Civic Holiday Day shall be paid at two times (2X) the Employee's Basic Rate of Pay for work performed up to seven point seven five (7.75) hours.
- (c) Casual and Temporary Employees shall be paid five percent (5%) of their earnings at the Basic Rate of Pay and of their vacation pay in lieu of named holidays.
- (d) Casual and Temporary Employees required to work overtime on a named holiday shall be paid for such hours at the rate of two point five times (2.5X) the Basic Rate of Pay.
- (e) Casual and Temporary Employees who work overtime on August Civic Holiday or Christmas Day shall be paid for such hours at the rate of three times (3X) the Basic Rate of Pay.

23.08

Health Benefits

Casual and Temporary Employees are not entitled to participate in the Health Benefits Plan, except as provided in Article 27.02(c): Employee Benefits Plan.

23.09 **Bereavement Leave**

- (a) Casual Employees will be entitled to time off without pay in lieu of bereavement leave pursuant to Article 30.06 of this Collective Agreement.
- (b) Article 30.06: Bereavement Leave, shall apply to Temporary Employees after ninety (90) days of continuous service in a temporary position.

23.10 **Workers' Compensation**

Workers' Compensation Board coverage will be provided for Casual and Temporary Employees.

23.11 **Personnel Files**

A Casual or Temporary Employee who has initiated a grievance shall have access to review his/her personnel file upon service of at least three (3) working days' notice.

23.12 **Seniority**

Casual and Temporary Employees do not accumulate seniority.

23.13 **Probationary Period**

Article 9: Probationary Period, shall apply to Temporary Employees.

23.14 **Resignation**

Article 40: Resignation, shall apply to Temporary Employees.

23.15 **Staff Development and Meetings**

- (a) Casual and Temporary Employees required by the Employer to attend staff development training activities, courses, seminars, or other staff meetings shall be paid for such attendance at the applicable rate of pay, and shall be reimbursed for any required course materials and registration fees.
- (b) Where such activity, course, seminar or other staff meeting is being held at a Site other than the Site(s) at which a Casual or Temporary Employee works, such Employee shall be compensated for travel kilometreage arising from the use of their personal vehicle to travel to such activity, course, seminar or other staff meeting, at the rate specified in Article 24: Transportation.

23.16 **Employee Benefits Plan**

Article 27: Employee Benefits Plan, shall apply to Temporary Employees after six (6) months of continuous service in a temporary position, and whose hours of work exceed fifteen (15) hours per week averaged over one (1) complete cycle of

the shift schedule.

23.17

Sick Leave

Article 28: Sick Leave, shall apply to Temporary Employees after six (6) months of continuous service in a temporary position.

23.18

Time Off for Union Business

Article 31: Time Off for Union Business, shall apply to Temporary Employees after six (6) months of continuous service in a temporary position.

LOCAL CONDITIONS APPLICABLE TO LAMONT HEALTH CARE CENTRE

ARTICLE 25

NAMED HOLIDAYS

- 25.01 Any reference to named holidays in this Agreement applies to the following days:
- | | |
|--------------------|------------------|
| 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 all general holidays proclaimed to be a statutory holiday by any of the following levels of Governmental authority:
- (a) the Municipal Government in which the base office is located;
 - (b) the Province of Alberta; or
 - (c) the Government of Canada.
- 25.02 In addition to the foregoing named holidays, Full-time Employees who are in the employ of the Employer on July 1st, shall be granted one (1) additional holiday as a "floater" holiday. The floater holiday will be scheduled by mutual agreement between the Employer and the Employee. If the holidays are not taken by the last day of November in any given year, they shall be paid out.
- 25.03 No payment shall be due for the named holiday, which occurs during:
- (a) a layoff; or
 - (b) all forms of leave during which an Employee is not paid; or
 - (c) an absence while in receipt of disability insurance or Workers' Compensation Benefits.
- 25.04 A Full-time Employee shall be entitled to a day off with pay on, or for, a named holiday provided they:
- (a) works their scheduled shift immediately prior to and immediately following the named holiday except where the Employee is absent due to illness or other reasons acceptable to the Employer; and
 - (b) works on the named holiday when scheduled or required to do so.
- 25.05 A Full-time Employee who works on a named holiday shall be paid for all regularly scheduled hours worked on the Named Holiday at one point five times

(1.5X) the Basic Rate of Pay plus:

- (a) by mutual agreement, a day added to the Employee's next annual vacation; or
- (b) a mutually agreeable day off with pay in conjunction with the Employee's regular days off within thirty (30) days after the named holiday; or
- (c) one (1) regular day's pay.

25.06 Employees obliged to work on Christmas Day and/or August Civic Day shall be paid for all hours worked on these Named Holiday at two times (2X) the Basic Rate of Pay plus:

- (a) an alternate day off at a mutually agreed time; or
- (b) by mutual agreement, a day 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.

25.07 Subject to Article 25.04 when a named holiday falls during a Full-time Employee's annual vacation the Employee shall receive:

- (a) by mutual agreement, a day off with pay added to the Employee's annual vacation; or
- (b) a mutually agreeable day off with pay in conjunction with the Employee's regular days off within thirty (30) calendar days of the Employee's return from annual vacation; or
- (c) one (1) day's regular pay in lieu of the named holiday.

25.08 When a named holiday falls on a Full-time Employee's regularly scheduled day off, the Employee shall receive:

- (a) by mutual agreement, a day off with pay added to the Employee's next annual vacation; or
- (b) a mutually agreeable day off with pay in conjunction with the Employee's regular days off within thirty (30) calendar days or after the named holiday; or
- (c) one (1) regular day's pay in lieu of the named holiday.

25.09 If the Employer designates a common date for the day off with pay in lieu of a named holiday which falls on a Saturday or Sunday, such common date shall be designated by way of notice posted at least six (6) months prior to the occurrence of the named holiday.

25.10 **Part-Time Employees**

- (a) A Part-time Employee who works on a named holiday (not the designated day off in lieu as per Article 25.08) shall be paid the rate of one point five

times (1.5X) their Basic Rate of Pay for all hours worked up to seven point seven five (7.75) hours.

- (b) Part-time Employees shall be paid, five percent (5%) of their earnings paid at the Basic Rate of Pay, in lieu of named holidays.
- (c) Employees obliged to work on Christmas Day and/or August Civic Day shall be paid for all hours worked on these Named Holiday at two times (2X) the Basic Rate of Pay.

25.11 Where operationally feasible, Employees will be granted either Christmas Day or New Years Day off.

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

LOCAL CONDITIONS APPLICABLE TO LAMONT HEALTH CARE CENTRE

ARTICLE 27
EMPLOYEE BENEFITS PLAN

27.01 The Employer shall facilitate the procurement 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 Organization Benefits Plan, 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 (1st) 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 (15th) 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) Dental Plan 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 Canadian Life and Health Insurance Association Dental Fee Guide. A maximum annual reimbursement of three thousand (\$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 (\$3,000) per insured person; and~~

Effective January 1, 2020, clause 27.01(v) will be amended as follows:

(v) Dental Plan 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 Fee Guide. A maximum annual reimbursement of three thousand (\$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 (\$3,000) per insured person; and

(vi) Supplementary Benefits Plan.

(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 she has the medical substantiation required pursuant to Article 28.05.

27.02 Enrollment 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 after six (6) months of continuous service and whose hours of work exceed fifteen (15) hours per week averaged over one (1) complete cycle of the shift schedule;

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

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

27.04 The Employer shall make available to eligible Employees brochures outlining the above plans.

27.05 The Employer, will provide one (1) copy of each of the plans to the Union. Where the Health Organizations Benefit Plan is not in force with any given Employer, the Employer will provide a copy of its plan to the Union.

27.06 The provisions of this Article do not apply to Casual Employees.

This Article is impacted by other Union Proposals to suspend Articles 33 (Local Conditions for Lamont Health Care Centre), Article 40 and LOU #1 in the Alberta Health Services Collective Agreement.

LOCAL CONDITIONS APPLICABLE TO LAMONT HEALTH CARE CENTRE

ARTICLE 33 LAYOFF AND RECALL

- 33.01 Prior to the implementation of the provisions of this Article, the Employer will meet with the Union to inform the Union of the Employer's intentions and provide the Union with current seniority lists.
- 33.02 In case it becomes necessary to reduce the workforce, the Employer will notify an Employee who is to be removed from her position at least thirty (30) calendar days prior to the position removal, except that the thirty (30) calendar days notice shall not apply where the position removal results from an Act of God, fire, flood, or work stoppage by Employees not covered by this Collective Agreement. If the Employee being removed from her position is not provided with an opportunity to work her scheduled hours during thirty (30) calendar days after notice of position removal, the Employee shall be paid in lieu of such work for that portion of the thirty (30) calendar days during which work was not made available. In any event, the Employee will be paid no less than that which is provided for in the *Employment Standards Code*.
- Where there is a reduction in the number of Regular Employee(s) or a reduction of the FTE of Regular Employee(s), the Regular Employee(s) with the least seniority, within the same classification, department, or program, shall be the first (1st) Employee(s) laid off.
- 33.03 At the time of providing written notice of an Employee's removal from her position, a consultation meeting will be arranged by the Employer, between the Employee, the Employer and the Union, at which time the Employer shall advise the Employee of her retention options according to Articles 33.04 and 33.05, provided the Employee has the requisite job-related skills, training, knowledge and ability to perform the work required in the retention options.
- 33.04 The Employee shall be presented with the following vacancy options:
- (a) vacant position(s) within the bargaining unit. Such vacant position(s) shall be within her same occupational group and comprised of:
 - (i) the same, higher, or lower FTE and same pay grade; and
 - (ii) the same, higher, or lower FTE and lower pay grade.
 - (b) An Employee who declines a vacant position within the same FTE and same

pay grid shall not be eligible for another vacant position, or to displace into an occupied position within the bargaining unit pursuant to Article 33.05, and shall be laid off and forfeit her recall rights.

- 33.05 Subject to Article 33.04(b), an Employee who is not placed in a vacant position pursuant to Article 33.04 shall be presented with the following displacement options:
- (a) an occupied position within the bargaining unit. Such displacement shall affect the least senior Employee within her same occupational group in a position comprised of:
 - (i) the same FTE and pay grade; if the least senior Employee in this category is not less senior than the Employee exercising displacement rights, then such Employee shall exercise displacement options under 33.05(a)(ii).
 - (ii) the same FTE and lower pay grade; if the least senior Employee in this category is not less senior than the Employee exercising displacement rights, then such Employee shall exercise displacement options under 33.05(a)(iii).
 - (iii) a lower FTE and same or lower pay grade; if the least senior Employee in this category is not less senior than the Employee exercising displacement rights, then such Employee shall be laid off with recall rights.
 - (b) The Employer and the Union shall discuss the order in which displacement options should be exercised to ensure minimal impact to more senior Employees.
- 33.06 The Employee shall have seventy-two (72) hours from the date of the consultation meeting in Article 33.03 to advise the Employer of her decision under Articles 33.04 and 33.05.
- 33.07 An Employee who elects to not exercise her rights under Article 33.05 shall be laid off with recall rights.
- 33.08 An Employee who is displaced as a result of another Employee exercising her rights under Article 33 shall be entitled to exercise her rights in accordance with Articles 33.03 to 33.07.
- 33.09 **Recall**
- Employees on layoff or who have had their normal hours of work reduced shall have priority for additional hours up to their normal hours of work.
- 33.10 (a) Recall shall occur in order of seniority and shall be to a position in the Employee's previous or lower pay grade and FTE within their previous occupational group, provided the Employee has the requisite job-related skills, training, knowledge and ability to perform the work.
- (b) Recall rights shall be forfeited:
- (i) if an Employee refuses recall to a position within the same

occupational group, pay grade, and FTE, for which the Employee had the requisite job-related skills, training, knowledge and ability to perform the work;

- (ii) if an Employee accepts recall and returns to a position in her previous occupational group, pay grade and FTE;
- (iii) if an Employee applies on, and is the successful applicant, on a position posted pursuant to Article 12;
- (iv) when twenty-four (24) calendar months from the date of an Employee's initial lay off has passed, inclusive of any periods of casual or temporary employment.

(c) A Regular Employee on layoff shall not be deemed to have abandoned her recall rights to her pre-layoff position by virtue of accepting recall to a temporary position, or position with a lower FTE or pay grade.

33.11 The method of recall shall be by telephone and, if such is not possible, by letter via registered mail sent to the Employee's last known place of residence. The Employee so notified, will return to work as soon as possible but not later than five (5) days, or other mutually agreed date, following the date of the telephone call or the date of delivery of the letter.

33.12 Subject to the terms and conditions of policies and contracts entered into with the underwriters of the Plans:

- (a) the Employer shall make payment for its share of the full premium of the benefits referred to in Article 27: Employee Benefits Plan including Alberta Health Care on behalf of the laid off Employee, for a maximum of one (1) month's premium.
- (b) Employees laid off for more than one (1) month may, with the assistance of, or through the Employer, make prior arrangements for payment of the full premiums of the benefits referred to in Article 27: Employee Benefits Plan including Alberta Health Care.

33.13 Other than for the continuance of seniority, grievance and arbitration rights, and rights and benefits arising under this Article, an Employee's rights while on layoff shall be limited to the right of recall.

33.14 No new Employees will be hired into a classification within an occupational group while there are other Employees on layoff who were employed in that or a higher classification within that occupational group who have the requisite job-related skills, training, knowledge and ability to perform the work required, and who are prepared to accept recall pursuant to Article 33.10.

33.15 If several Employees will be affected by removal from several positions, the Employer and Union may mutually agree to an alternate process that minimizes the impact to affected Employees and the Employer.

33.16

In the event an Employee will be removed from her position due to technological change, 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 interest of an affected Employee.

33.17

When an Employee has been given notice of removal from her position in accordance with the notice provisions of this Article, and the Employee is actively seeking replacement employment, the Employer will grant the Employee reasonable time off without loss of pay for the purpose of attending an employment interview on the following conditions:

- (a) The Employee notifies the Employer at least twenty-four (24) hours prior to the interview;
- (b) The Employee will be allowed a maximum of fifteen point five (15.5) hours off for the purpose of attending job interviews during the notice period; and
- (c) The Employee provides the Employer with written confirmation that the Employee attended the job interview.

LOCAL CONDITIONS APPLICABLE TO LAMONT HEALTH CARE CENTRE

Wage Increase(s) and Salary Schedules

The Wage rate contained in the April 1, 2019 to March 31, 2020 Salary in the Schedules/Grids shall be increased in accordance with the schedule below;

Effective April 1, 2020 Salary Schedules shall be increased by two point five percent (2.5%).

Effective April 1, 2021 Salary Schedules shall be increased by two point five percent (2.5%).

SALARY SCHEDULE

Occupational Group: 1 - Clerical

| Pay Grade | Classification | | 1 | 2 | 3 | 4 | 5 | 6 |
|-----------|--------------------------|-----------|---------|---------|---------|---------|---------|---------|
| 1.1 | Clerk Junior | Current | \$18.76 | \$20.52 | | | | |
| | | 01-Apr-19 | \$18.95 | \$20.73 | | | | |
| 1.2 | Clerk I | Current | \$19.97 | \$22.05 | | | | |
| | | 01-Apr-19 | \$20.17 | \$22.27 | | | | |
| 1.3 | Clerk II | Current | \$20.97 | \$23.18 | | | | |
| | | 01-Apr-19 | \$21.18 | \$23.41 | | | | |
| 1.4 | Clerk III Unit Clerk | Current | \$22.56 | \$23.45 | \$24.39 | \$25.34 | \$26.36 | \$27.42 |
| | | 01-Apr-19 | \$22.79 | \$23.68 | \$24.63 | \$25.59 | \$26.62 | \$27.69 |
| 1.5 | Medical Transcriptionist | Current | \$25.81 | \$28.37 | \$29.49 | | | |
| | | 01-Apr-19 | \$26.07 | \$28.65 | \$29.78 | | | |

Occupational Group: 2 - Food Services

| Pay Grade | Classification | | 1 | 2 | 3 | 4 | 5 | 6 |
|-----------|----------------------|-----------|---------|---------|---------|---|---|---|
| 2.1 | Food Services Worker | Current | \$18.05 | \$19.76 | \$21.52 | | | |
| | | 01-Apr-19 | \$18.23 | \$19.96 | \$21.74 | | | |
| 2.2 | Cook I | Current | \$22.97 | \$25.34 | | | | |
| | | 01-Apr-19 | \$23.20 | \$25.59 | | | | |

Occupational Group: 3 - Cleaning

| Pay Grade | Classification | | 1 | 2 | 3 | 4 | 5 | 6 |
|-----------|---------------------------------------|-----------|---------|---------|---------|---|---|---|
| 3.1 | Cleaning Housekeeping/Laundry Aide | Current | \$18.05 | \$19.76 | \$21.52 | | | |
| | | 01-Apr-19 | \$18.23 | \$19.96 | \$21.74 | | | |
| 3.2 | Assisted Living Attendant | Current | \$19.71 | \$21.52 | | | | |
| | | 01-Apr-19 | \$19.91 | \$21.74 | | | | |

Occupational Group: 4 - Medical Support

| Pay Grade | Classification | | <u>1</u> | <u>2</u> | <u>3</u> | <u>4</u> | <u>5</u> | <u>6</u> |
|------------------|--|-----------|-----------------|-----------------|-----------------|-----------------|-----------------|-----------------|
| 4.1 | Recreation Attendant (without course) | Current | \$18.05 | \$19.02 | \$19.61 | \$20.24 | \$20.89 | \$21.38 |
| | | 01-Apr-19 | \$18.23 | \$19.21 | \$19.81 | \$20.44 | \$21.10 | \$21.59 |
| 4.2 | Recreation Attendant (with course) | Current | \$18.59 | \$19.19 | \$19.99 | \$20.59 | \$21.38 | \$22.00 |
| | | 01-Apr-19 | \$18.78 | \$19.38 | \$20.19 | \$20.80 | \$21.59 | \$22.22 |
| 4.3 | Surgical Processor | Current | \$22.56 | \$23.38 | \$24.13 | \$24.88 | \$25.68 | |
| | | 01-Apr-19 | \$22.79 | \$23.61 | \$24.37 | \$25.13 | \$25.94 | |
| 4.4 | Senior Surgical Processor | Current | \$23.83 | \$24.84 | \$25.87 | \$26.85 | \$27.79 | \$28.86 |
| | | 01-Apr-19 | \$24.07 | \$25.09 | \$26.13 | \$27.12 | \$28.07 | \$29.15 |
| 4.5 | Therapy Assistant | Current | \$23.93 | \$24.96 | \$25.94 | \$26.93 | \$28.04 | \$29.00 |
| | | 01-Apr-19 | \$24.17 | \$25.21 | \$26.20 | \$27.20 | \$28.32 | \$29.29 |
| 4.6 | Pharmacy Assistant (without course) | Current | \$21.62 | \$22.42 | \$23.23 | \$24.02 | \$24.83 | |
| | | 01-Apr-19 | \$21.84 | \$22.64 | \$23.46 | \$24.26 | \$25.08 | |

Occupational Group: 5 - Maintenance

| Pay Grade | Classification | | <u>1</u> | <u>2</u> | <u>3</u> | <u>4</u> | <u>5</u> | <u>6</u> |
|------------------|------------------------|-----------|-----------------|-----------------|-----------------|-----------------|-----------------|-----------------|
| 5.1 | Maintenance Worker I | Current | \$21.11 | \$23.38 | | | | |
| | | 01-Apr-19 | \$21.32 | \$23.61 | | | | |
| 5.2 | Maintenance Worker II | Current | \$24.51 | \$27.07 | | | | |
| | | 01-Apr-19 | \$24.76 | \$27.34 | | | | |
| 5.3 | Maintenance Worker III | Current | \$29.58 | \$32.47 | | | | |
| | | 01-Apr-19 | \$29.88 | \$32.79 | | | | |

LOCAL CONDITIONS APPLICABLE TO LAMONT HEALTH CARE CENTRE

LETTER OF UNDERSTANDING #2

BETWEEN

LAMONT HEALTH CARE CENTRE

- 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 her supervisor that she is employed in multiple positions with the Employer.
2.
 - (a) Employees shall not be employed within the bargaining unit in greater than full-time capacity.
 - (b) Notwithstanding the above, an Employee who holds a part-time position(s) may work additional shifts. Each Part-Time position shall be considered separately in determining eligibility for overtime however, Employees working in multiple positions shall be entitled to overtime when the total hours worked exceeds the applicable Full-Time hours in any two (2) week period. Employees holding multiple positions who are offered additional shifts or hours shall advise the Employer prior to accepting the additional work if this will result in overtime payments.
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 (supplementary health and dental benefits, disability, life insurance, and pension), 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 provision of Article 14: Hours of Work, in the Collective Agreement.
4. Where the regular hours of work of multiple positions cannot be combined in accordance with clause 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 her 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 10: 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 her 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. (a) 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 (1) or more of their positions. Should an Employee be required to resign from a position(s) under these circumstances, she 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.
(b) 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.

LOCAL CONDITIONS APPLICABLE TO LAMONT HEALTH CARE CENTRE

LETTER OF UNDERSTANDING #4

BETWEEN

LAMONT HEALTH CARE CENTRE

- and -

ALBERTA UNION OF PROVINCIAL EMPLOYEES

RE: EDUCATION BURSARIES AND RETURN SERVICE AGREEMENTS

Whereas it is the intention of the Parties to facilitate recruitment of qualified applicants too difficult to recruit to positions and/or sites in a manner that is mutually beneficial to the applicant and the Employer, the Parties agree as follows:

1. A Student or Employee enrolled in a post-secondary education program that facilitates attainment of qualifications for difficult to recruit to classifications may choose to enter into a contractual arrangement with the Employer to receive a bursary.
2. In return, the Student or Employee agrees to provide post graduate employment service (return service commitment) to the department providing the bursary in an area of practice or site where vacancies exist that have been posted in accordance with Article 12.01(a), but for which no qualified internal applications have been received.
3. The length of the return service commitment shall be determined as follows:

| | |
|--------------------------------------|-----------|
| Up to \$4,000 in assistance received | 12 months |
| \$4,001 to \$7,999 | 18 months |
| Over \$8,000 | 24 months |
4. The Union agrees that, upon attaining a position identified in #2 above, the return service commitment shall form part of the Collective Agreement as it applies to that Employee.
5. Should the Employee terminate employment with the department before completion of the return for service commitment, the Employee will be required to repay an amount determined as follows:

$$\begin{array}{rcccl} & & \text{Number of Months} & & \\ & & \text{Remaining in Commitment} & = & \text{Amount to} \\ \text{Total Amount of} & \times & \text{Total Months of Commitment} & & \text{be Repaid} \\ \text{Bursary Received} & & & & \end{array}$$

6. This Letter of Understanding shall remain in effect for the term of the Collective

Agreement.

PROPOSAL: 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.