



Collective Agreement

between

Alberta Union of Provincial Employees

(Auxiliary Nursing)

- and -

Covenant Health

April 1, 2017 to March 31, ~~2020~~ 2022

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

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

ERROR AND OMISSIONS EXCLUDED

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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, and NEW for new language.

BOLD Denotes proposed new language

~~Strikethrough~~ Denotes proposed deletions

Any Articles or LOU's not listed in this package are proposed by the Union as Current

COLLECTIVE AGREEMENT made this 30th day of April, 2019.

BETWEEN

COVENANT HEALTH

(hereinafter referred to as the "Employer")

OF THE FIRST PART

AND

ALBERTA UNION OF PROVINCIAL EMPLOYEES

(hereinafter referred to as the "Union")

OF THE SECOND PART

ARTICLE 1
TERM OF COLLECTIVE AGREEMENT

- AMD 1.01 Except where otherwise stated in this Collective Agreement, this Collective Agreement, including appendices hereto unless altered by mutual consent of both Parties hereto, shall be in force and effect from and after the date upon which the Union and the Employer exchange notice of ratification by their principals of the terms of this Collective Agreement, up to and including March 31, ~~2020~~ **2022** and from year-to-year thereafter unless amended or terminated. Notification of desire to amend or terminate may be given, in writing, by either Party to the other Party not less than sixty (60) days nor more than one hundred twenty (120) days prior to the expiration of its desire to amend this Collective Agreement.
- 1.02 Where notice is served by either Party to commence collective bargaining, this Collective Agreement shall continue in full force and effect until a new Collective Agreement has been executed.
- 1.03 In the event that any law passed by the Government of Alberta, or Canada renders null and void any provisions of this Collective Agreement, the remaining provisions shall remain in effect for the term of the Collective Agreement.
- 1.04 An Employee whose employment has terminated prior to the ratification of this Collective Agreement is eligible to receive retroactively any increase in wages, which the Employee would have received but for the termination of employment, upon submission of a written application to the Employer during the period between the expiry date of the preceding Collective Agreement and sixty (60) calendar days after the ratification of this Collective Agreement.
- 1.05 Any notice required 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
Covenant Health
3033 66 St NW
Edmonton AB T6K 4B2
- And in the case of the Union to:
- The President
Alberta Union of Provincial Employees
10451 170 St NW
Edmonton AB T5P 4S7

NOTE: THE UNION WISHES TO DISCUSS AND RESERVES THE RIGHT TO PROPOSE AMENDMENTS

ARTICLE 6
NO DISCRIMINATION/ NO HARASSMENT

- 6.01 The Employer, Union and Employees are committed to supporting an abuse and harassment free work environment that promotes a culture of trust, dignity and respect. Harassment includes but is not limited to bullying, sexual harassment, and workplace violence.
- 6.02 There shall be no discrimination, restriction or coercion exercised or practiced in respect of any Employee by either Party by reason of age, race, colour, ancestry, political or religious belief, gender, gender identity, gender expression, sexual orientation, marital status, place of origin, source of income, family status, physical or mental disability nor by reason of membership or non-membership or activity in the Union nor in respect of an Employee's or Employer's exercising any right conferred under this Collective Agreement or any law of Canada or Alberta.
- 6.03 Article 6.01 shall not apply with respect to a refusal, limitation, specification or preference based on a *bona fide* occupational requirement.
- 6.04 (a) The Employer shall maintain current policies to ensure the workplace is free from harassment, abuse and discrimination. Should the Employer change, modify or remove the policy, the Union will be notified forthwith.
- (b) The Employer shall include a hyperlink to the policy outlined in 6.04(a) above in the digital copy of the collective agreement posted on the Employer's internal website.
- 6.05 When an incident of workplace harassment or discrimination is alleged, it shall be investigated in accordance with the Employer policy and Employees are required to cooperate with the investigation. Investigations will be conducted in an objective, timely and sensitive manner. Investigations will be concluded within ninety (90) days from the date the complaint was submitted to the Employer in writing. A request by the Employer to extend the ninety (90) day timeline shall not be unreasonably denied.
- 6.06 Employees who are complainants of or respondents to an allegation will be informed in writing of the investigation's conclusion and general outcome subject to applicable privacy legislation.

ARTICLE 7
IN-SERVICE PROGRAMS AND PROFESSIONAL DEVELOPMENT

- 7.01
- (a) The Parties to this Collective Agreement recognize the value of continuing in-service education for Employees in the nursing profession and that the responsibility for such continuing education lies, not only with the individual, but also with the Employer. For the purpose of this Article, the term "in-service" includes: orientation, acquisition and maintenance of essential skills, and other programs which may be offered by the Employer.
 - (b) The Employer reserves the right to identify specific in-service sessions as being compulsory for Employees and those required to attend such sessions shall be paid at the applicable rate of pay for attendance. The following in-service programs shall be compulsory and shall be provided to Employees on an annual basis:
 - (i) CPR (when established by the Employer as a mandatory qualification);
 - (ii) anaphylaxis (when established by the Employer as a mandatory qualification);
 - (iii) an annual in-service on workplace Abuse and Harassment;
 - (iv) an in-service on management of aggressive behavior;
 - (v) fire, (hands on experience with equipment except where not required by the Employer's established written fire procedures);
 - (vi) evacuation and disaster procedures; and
 - (vii) proper lifting and prevention of back injuries.
 - (c) Where the Employer directs the Employee to attend an in-service that is held off the Employee's regular site, Employees will be reimbursed for associated travel costs as follows:
 - (i) reimbursement for bus fare, if using public transit; or
 - (ii) reimbursement of kilometerage if using their private vehicle, in accordance with Article 21.04.
 - (d) Employees who, with prior approval of their supervisor, attend in-service programs which are not identified as compulsory by the Employer shall suffer no loss of regular earnings for attending such programs.
 - (e) An Employee who is required by the Employer to attend in-service programs or staff meetings, shall be entitled to required course materials and registration fees, and the provisions of Article 21: Transportation and Subsistence, if applicable.
 - (f) The Employer shall make available other education programs, as deemed

appropriate by the Employer for the purpose of maintaining proficiency, including medication administration training for Health Care Aides, where applicable.

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

Professional Development Days

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

ARTICLE 9
SENIORITY

- 9.01
- (a) An Employee's "seniority date" shall be the date on which a Regular or Temporary Employee's continuous service commenced within the bargaining unit, including all periods of continuous service as a Casual, Temporary or Regular Employee.
 - (b) Seniority shall not apply during the probationary period; however, once the probationary period has been completed, seniority shall be credited from the seniority date established pursuant to Article 9.01(a).
 - (c) A Regular or Temporary Employee who is employed as a Regular or Temporary Employee by Alberta Health Services and covered by the AUPE Collective Agreement representing auxiliary nursing personnel, may apply to the Union to have the Employee's seniority date adjusted to the earlier seniority date. The Employee shall provide proof of the adjustment made by the Union to the Employer. The Employer will then recognize the adjusted seniority date.

DEL

- ~~(d) Where:~~
 - ~~(i) a Regular or Temporary Employee was employed as a Regular or Temporary Employee at Alberta Health Services and was party to an AUPE Collective Agreement representing auxiliary nursing personnel; and~~
 - ~~(ii) the Regular or Temporary Employee leaves the employ of Alberta Health Services; and~~
 - ~~(A) within thirty (30) days of such employment termination, becomes employed as a Regular or Temporary Employee with the Employer;~~

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

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

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

- 9.02 Seniority shall be considered in determining:
- (a) assignment of available shift schedules by work area(s), program(s) or site(s), whichever is applicable, subject to the provisions of Articles 12, 29, 41A, 41B and 41C;
 - (b) preference of vacation time in Article 23: Vacation by work area(s), program(s) or site(s), whichever is applicable;
 - (c) layoffs and recalls, subject to the provisions specified in Article 33: Layoff and Recall; and
 - (d) transfers and in filling vacancies within the bargaining unit subject to the provisions specified in Article 11: Appointments and Transfers.
- 9.03 Seniority shall be considered broken, all rights forfeited, and there shall be no obligation to rehire:
- (a) when the employment relationship is terminated by either the Employer or the Employee;
 - (b) upon the expiry of twenty-four (24) months following the date of layoff, if during which time the Employee has not been recalled to work;
 - (c) if an Employee does not return to work on recall, as provided in Article 33.16.
- 9.04
- (a) The Employer will maintain two (2) seniority lists, as follows:
 - (i) a bargaining unit-wide seniority list, to be made available and provided to the union as necessary for the administration of this collective agreement;
 - (ii) a site-specific seniority list, to be posted on the Bulletin Board at the site; and
 - (b) Site specific seniority lists will be updated and posted not less frequently than every six (6) months following the first (1st) of the month following the date of ratification, and will include an Employee's name, classification, full-time equivalent (FTE), seniority date, and date of hire. Bargaining unit-wide seniority lists will be updated and provided to the union as necessary for the administration of this collective agreement.
 - (c) A copy of the site specific seniority lists will be provided to the Union

following posting. The Union will have three (3) months in which to take issue with the seniority lists, otherwise, the seniority lists will be deemed to be correct.

- (d) Should a difference arise regarding an Employee's seniority, the Parties shall exchange information necessary to establish accurate seniority. Where an Employee's information is satisfactory to the Employer, the seniority date shall be amended accordingly. If the Employee is unable to provide satisfactory proof, the strict provisions of Article 9.01 will apply, based on the Employer's available records.
- (e) Seniority Tie Breaking
 - (i) When two (2) or more Employees have the same seniority date the Employer will use a random draw ordering process to break ties and produce an individual ranking.
 - (ii) Where a new Employee hired into the bargaining unit brings the same seniority date as other Employees already in the bargaining unit, they will be placed as the least senior of those Employees sharing the same seniority date.
 - (iii) A Casual Employee will not be included in the ranking outlined in (i) above. Upon a Casual Employee obtaining an FTE position, and where they have the same seniority date as another Regular or Temporary Employee, they will be placed as the least senior of those Employees sharing the same seniority date.
 - (iv) Order of seniority established through the application of this Article shall continue in force and effect thereafter.

ARTICLE 11
APPOINTMENTS AND TRANSFERS

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

NEW 11.02 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.

~~11.0203~~ Applications for vacancies or transfers, shall be made in writing to such officer as the Employer may designate.

~~11.0304~~ When circumstances require the Employer to hire a new Employee to fill a vacancy pending completion of the transactions contemplated in Article 11, the appointment shall be made on a casual basis only.

~~11.0405~~ When making transfers and filling vacancies within the bargaining unit, the determining factors shall be the most requisite job related skills, training, knowledge and other relevant attributes and where these factors are considered by the Employer to be equal and satisfactory, seniority shall be the deciding factor. Applicants from the site(s) where the vacancy exists shall be given first consideration.

~~11.0506~~ All applicants for a posted transfer and/or vacancy, shall be informed in writing of their acceptance or rejection within five (5) working days of the date of the

appointment. The Union shall be advised of the successful candidate. The Employer shall confirm in writing to the Employee at the time of hire or transfer, the classification and rate of pay for the position they are filling.

- 11.0607 (a) Transfers shall be on a trial basis. The transferred Employee shall serve a trial period of three hundred forty-eight and three-quarter (348 3/4) hours worked, exclusive of training requirements, in which to demonstrate the ability to fill the new position satisfactorily. During the trial period, the Employee may either:
- (i) return to the Employee's former position, at the Employee's request; or
 - (ii) be returned to the Employee's former position.
- In circumstances where the former position is unavailable, the Employer shall assign the Employee to a similar position consistent with their abilities and/or qualifications, which position may not be the specific position or in the specific area occupied prior to the transfer. The rate of pay for such position shall be at a rate of pay equivalent to that of their former position.
- (b) In the event that an Employee returns to their former position pursuant to Article 11.06(a), the Employer shall have one (1) opportunity to fill the resultant vacancy by selecting from the applicants on the original posting. Should the Employer exercise this right the posting provisions of this Article will be deemed to be satisfied.
- (c) An Employee who is transferred before completing their initial probationary period shall complete the initial probationary period as well as the trial period in Article 11.06(a) above.
- 11.0708 The foregoing provisions shall be waived and inoperative when placement of an Employee in a job within the bargaining unit is effected by the Employer's and Union's obligation to accommodate an Employee.
- 11.0809 A Regular Employee who applies for and is successful on a temporary posting shall maintain their status as a Regular Employee. A Casual Employee who applies for and is successful for a temporary position shall receive all entitlements and benefits applicable to a Temporary Employee. At the completion of the temporary term, the Regular Employee shall return to their former position. At the completion of their temporary term, the Casual Employee shall resume the normal terms and conditions of employment applicable to a Casual Employee.

DELETE

ARTICLE 15

NOTICE OF SUBCONTRACTING

~~15.01 In the event Regular Employees will be displaced due to subcontracting, the Employer will provide the Union with at least ninety (90) days notice of such change and will meet and discuss reasonable measures to protect the interests of Employees so affected.~~

NEW

ARTICLE 15

NO CONTRACTING OUT

NEW

15.01

No Contracting Out

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

ARTICLE 18
TEMPORARY ASSIGNMENTS

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

AMD 18.02 Where the Employer designates an Employee to assume responsibility for staff supervision, clinical coordination and administrative/organizational duties, as required, the Employee shall be paid an additional ~~one two dollar and twenty-five cents (\$1.25)~~ **\$2.00** per hour.

AMD 18.03 (a) An Employee assigned by the Employer to act as a Preceptor for students in:

- (i) the Licensed Practical Nurse program or any specialized practice education or training program, as recognized by the College of Licensed Practical Nurses of Alberta; or
- (ii) a post secondary program recognized by the Employer as required qualifications for a position within the scope of this collective agreement,

shall receive an additional ~~sixty-five cents (\$0.65)~~ **one dollar and twenty five cents (\$1.25)** per hour.

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

(c) "Preceptor" shall mean an Employee who is assigned to supervise, educate and evaluate students referred to in Article 18.03(a) above.

ARTICLE 19
ON-CALL DUTY

19.01 The words "on-call duty" shall be deemed to mean any period during which an Employee is not on regular duty and during which the Employee is on-call and must be reasonably available to respond without undue delay to any request to report for duty.

- 19.02 (a) The following scheduling provisions for on-call duty shall be applicable where it is operationally possible to do so.
- (b) Regulations in respect of approval or authorization for on-call duty and the procedures which are to be followed by the Employee and the Employee's supervisor in respect of a duty roster or such other administrative controls as may be deemed necessary or desirable, shall be prescribed by the Employer. No Employee shall be assigned on-call duty for more than two (2) weekends in a five (5) week period.
- (c) The duty roster for "facility on-call duty" shall be posted in advance for the period specified in Article 12.04.
- (d) Where there are Employees working on a Saturday, Sunday or Named Holiday, where possible, an Employee not scheduled to work on that day shall not be assigned on-call duty for that day or for the evening prior to that day.
- (e) The Employer shall endeavour to avoid placing an Employee "on-call" on the evening prior to or during scheduled off duty days other than those referred to in Article 19.02(c).

AMD 19.03 The Employer shall pay ~~three dollars and thirty cents (\$3.30)~~ **five dollars (\$5.00)** per hour to an Employee who is assigned on-call duty on a regular work day, and ~~four dollars and fifty cents (\$4.50)~~ **six (\$6.00)** per hour to an Employee who is assigned on-call duty on their scheduled day off or on a Named Holiday. A Named Holiday or scheduled day off shall run from zero zero zero ~~zeroone~~ **(0001) (0000)** hours on the Named Holiday or scheduled day off, to twenty-four hundred (2400) hours of the same day.

- 19.04 (a) For each occasion that an Employee is called back to duty during the Employee's on-call period, in addition to the payment received for being on-call, the Employee shall be deemed to be working overtime and shall be paid for all hours worked during the on-call period or for three (3) hours, whichever is the longer, at the overtime rate. An Employee called back to duty will be permitted to leave upon completion of the procedure for which the Employee was called back. However, any further requests for procedures received by an Employee prior to leaving following completion of the work required on the initial call shall be considered one (1) call for the purpose of determining call-back pay.

- (b) When a Regular or Temporary Employee who has not been assigned "on-call duty", is called and required to report for work without undue delay, the Employee shall be deemed to be working overtime and shall be paid for all hours worked or for three (3) hours, whichever is the longer, at the overtime rate.

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

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

AMD 19.07 (a) Where an Employee works pursuant to this Article, and there is not a minimum of ~~seven point five (7.5)~~ **ten (10)** consecutive hours off duty in the twelve (12) hours preceding the Employee's next Shift, at the Employee's request, the Employee shall be entitled to ~~eight (8)~~ **ten (10)** consecutive hours rest before commencing their next Shift, without loss of 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.

- (b) The Employee in the above situation will advise the Employee's supervisor in advance of the fact that the Employee will not be reporting for duty at the scheduled time.

19.08 **Telephone Consultation**

When an Employee, who has been assigned on-call duty, is consulted by telephone and is authorized to handle patient/ resident/ client matters without returning to the workplace, such Employee shall be paid at the overtime rate for the total accumulated time spent on the telephone consultation(s), and corresponding required documentation, during the on-call period. If the telephone consultation(s) and corresponding required documentation, during the on-call period, is less than thirty (30) minutes, the Employee shall be compensated at the overtime rate for thirty (30) minutes.

ARTICLE 27
LEAVE OF ABSENCE

27.01

General Conditions

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

Article 25.12 from the last day of paid sick leave, by paying the full premium costs to the Employer.

27.02

Leave for Union Business

- (a) When it is necessary for a Union member to make a request for a leave of absence to perform the duties of any office of the Union, the application for leave must be made in writing to the Employer for approval. The application for leave will be made in writing to the proper officer of the Employer with as much advanced notice as possible.
- (b) The Employer shall not unreasonably withhold leave of absence for Employees elected or appointed or authorized by the Union to represent the Union at Conventions, Workshops, Institutes, Seminars, Schools or to attend meetings as a member of the Union's Provincial Executive Board.
- (c)
 - (i) When leave to attend Union business has been approved, it is granted with pay, including any shift or weekend premium the Employee would have received if they were working. The Union agrees to reimburse the Employer for actual salary and premiums paid to the Employee while on leave plus an amount determined by the Employer to cover the cost of benefits.
 - (ii) In addition to the payment outlined in 27.02(c), the Union agrees to pay the Employer an administration cost of no greater than 10% to cover the cost of this provision.
- (d) When a leave of absence to attend Union business as outlined in 27.02(b) has been approved within a scheduled vacation period, the Employee shall be deemed to be on leave for Union business and where operational requirements allow, the vacation time not taken as a result of the Union Leave shall be scheduled, within the current vacation year.
- (e) One (1) Employee who is elected for a full-time position with the Union shall be granted leave of absence without pay and without loss of seniority. If it is permissible under the pension and group life plan and any other welfare plans, the Employee shall have the right to pay the full cost, including the Employer's share, during the period of such leave of absence.

27.03

Negotiations

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

27.04

(a) **Maternity Leave**

- (i) An Employee who has completed ninety (90) days 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. If during the thirteen (13) week period immediately preceding the estimated date of delivery the pregnancy interferes with the performance of the Employee's duties the Employer may, by notice in writing to the Employee, require the Employee to commence maternity leave forthwith. Such 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) consecutive weeks.
- (ii) 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.

(b) **Parental Leave**

Upon their written request, providing at least two (2) weeks' advance notice, an Employee shall be granted parental leave without pay and benefits. Such leave shall be taken as follows:

- (i) For an Employee entitled to maternity leave, other than an Employee described in 27.04(a)(ii), immediately following the last day of maternity leave, a period not exceeding sixty-two (62) weeks; or
 - (ii) in the case of a parent who has completed ninety (90) days of continuous employment, a period not exceeding sixty-two (62) weeks within seventy-eight (78) weeks after the child's birth; or
 - (iii) in the case of an adoptive parent who has completed ninety (90) days of continuous employment, a period non exceeding sixty-two (62) weeks within seventy-eight (78) weeks after the child is placed with the adoptive parent for the purpose of adoption.
- (c) (i) Subject to section (ii), 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 them up to the date the leave

commenced.

- (ii) In the event that during the period of an Employee's maternity leave or parental leave, the position from which the Employee is on such leave has been eliminated due to reduction of the working force or discontinuation of an undertaking or activity and the Employer has not increased the working force or resumed operations on the expiry of the Employee's maternity leave or parental leave and the returning Employee does not have sufficient seniority to displace any other incumbent, the name of the Employee will be added to the list of laid off Employees. Upon increasing the working force, resumption of the business, undertaking, or activity, recall or reinstatement to the working force shall be in compliance with Article 33.16.

27.05 **Court Appearance**

- (a) In the event an Employee is required to appear before a court of law as a member of jury, as a witness in a criminal matter not involving the Employee or a family member, or as a witness in any matter arising out of the Employee's employment with the Employer, the Employee shall suffer no loss of regular earnings for the scheduled shift(s) so missed.
- (b) In the event an Employee is scheduled to work on the evening or night shift(s) on the day(s) or the night shift commencing on the day(s) on which the Employee is called as a juror or witness in matters arising out of the Employee's employment with the Employer, the Employee shall be granted a leave of absence for those scheduled shift(s).
- (c) Where an Employee is required by law to appear before a court of law for reasons other than those stated in (a) above, the Employee shall be granted a leave of absence without pay.

27.06 **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 month 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 where travel is required. Bereavement leave may

include normal days off and/or vacation but no additional payment is due therefore.

- (b) In the event of a death of another relative or close friend, the Employer may grant up to one (1) working day off with pay to attend the funeral services.
- (c) An Employee shall not be required to take previously unscheduled vacation leave in lieu of bereavement leave when they are entitled to that bereavement leave.

27.07

Educational Leave

- (a) For the purpose of determining salary increments, an Employee who is granted leave of absence for educational purposes, subject to the conditions provided in Article 27.01, shall be deemed to remain in the continuous service of the Employer for the first (1st) twenty (20) months of such period of leave.
- (b) During an Employee's educational leave, subject to Article 27.01(a) they may work as a Casual Employee with the Employer without adversely affecting their reinstatement to the position from which the Employee is on leave.

AMD 27.08

Personal Leave

- (a) Regular, benefit earning Employees shall be entitled to **five (5)** Personal Leave Days each year, from April 1 through March 31. Employees shall request days as far in advance as possible. These days are for the purposes of attending to personal matters and family responsibilities, including but not limited to attending appointments with family members, Requests for Personal Leave shall not be unreasonably denied, subject to operational requirements.
- ~~(b) The number of Personal Leave days are determined by the FTE as of April 1 of each year.~~
 - ~~(i) Full and Part-time Employees with FTE greater than 0.80 FTE shall be entitled to three (3) days of up to seven and three quarters (7.75) hours each;~~
 - ~~(ii) Part-time Employees between 0.60 and 0.80 FTE shall be entitled to two (2) days up to seven and three quarters (7.75) hours each;~~
 - ~~(iii) Part-time Employees between 0.38 and 0.59 FTE shall be entitled to one (1) day up to seven and three quarters (7.75) hours.~~
- (cb) Personal Leave Days are granted per incident as a full day. Personal Leave Days may be taken in half or full day increments based on a seven point seven-five (7.75) hour day.**
- ~~(d) Employees in the probation period are not entitled to use the Personal Leave Day(s) until the completion of the probationary period.~~

~~(e) Any Personal Leave Days not used by March 31st of each year, or upon termination or layoff, shall not be carried over or paid out.~~

- ~~(f) New Employees hired after January 1 of each year shall not receive Personal Leave Days until after April 1 of that year.~~
- (c) 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.

27.09

Compassionate Care Leave

- (a) An Employee with a qualified relative in the end-stage of life shall be entitled to leave of absence without pay but with benefits at the normal cost-sharing, for a period up to twenty-seven (27) weeks. Qualified relative means a person in a relationship to the Employee for whom the Employee would be eligible for the compassionate care benefit under Employment Insurance legislation.
- (b) Employees may be required to submit to the Employer satisfactory proof demonstrating the need for Terminal Care Leave.

27.10

Domestic Violence Leave

- (a) An Employee who has completed ninety (90) days of employment and who has been subjected to domestic violence may require time off from work to address the situation and shall be entitled to leave of absence without pay for a period of up to ten (10) days in a calendar year.
- (b) An Employee may access applicable leaves of absence or banks such as sick leave, personal leave, court appearance leave, vacation, named holidays, time off in lieu of overtime, and general leave without pay.
- (c) Personal information concerning domestic violence will be kept confidential by the Employer.
- (d) Employees may be required to submit satisfactory proof to the Employer demonstrating the need for domestic violence leave.

27.11

In addition to the leaves outlined in this Article, an Employee who has completed ninety (90) days of continuous employment shall be entitled to the following unpaid leaves in accordance with the *Alberta Employment Standards Code*:

- (a) Critical Illness Leave
- (b) Reservist Leave
- (c) Death or Disappearance of a Child Leave
- (d) Citizenship Ceremony Leave

NEW

27.12

Donor Leave

- (a) Employees who have completed one year of employment shall, upon written request providing at least thirty (30) days advance notice where possible, be granted Donor Leave with full pay and benefits for up to 12 consecutive weeks to become effective the date of the surgery in the event they are donating an organ.
- (b) Employees who have completed one year of employment shall, upon written request providing at least thirty (30) days advance notice where possible, be granted Donor Leave with full pay and benefits for up to seven (7) consecutive days to become effective the date of surgery in the event they are donating bone marrow.
- (c) Any additional time required by the Employee would be available as sick leave.
- (d) Medical confirmation of the donation procedure shall be required.

ARTICLE 28
PENSION PLAN

- AMD 28.01 (a) The Employer shall contribute to the **jointly governed** Local Authorities Pension Plan for retirement benefits for eligible participating Full-time Employees in accordance with the regulations of the Plan.
- (b) The Employer shall contribute to the aforementioned pension plan for eligible ~~Part-time~~ Employees ~~who request enrolment~~ in the Plan provided they are regularly scheduled to work at least fourteen (14) hours per week averaged over one (1) complete cycle of the shift schedule.
- 28.02 The Employer shall distribute to all Employees brochures and other relevant material outlining the above Plan upon hiring and when there are changes to the Plan.
- NEW 28.03 For any Employee who is a member of the Local Authorities Pension Plan, the Employer shall contribute to an alternate plan, that will provide substantially the equivalent benefit as the Plan, as agreed to by the Union if the Plan is terminated or altered.
- NEW 28.04 (a) In the event legislation is enacted that has the effect of reducing pensions or pension rights, benefits or the value of the benefits accrued or provided to an Employee ("Reduced Entitlements") by virtue of the Employee's participation in the Local Authorities Pension Plan, the Employer shall top up or provide alternate or supplemental compensation ("Alternate Benefits") that are equivalent in value to the pensions or benefits to which the Employee had or may have become entitled immediately prior to such legislation.
- (b) Alternate Benefits shall be funded and paid in such form and manner agreed to by the Union.
- (c) Reduced Entitlements may include, but are not limited to:
- (i) Restrictions in eligibility, eg. for membership or benefits,
 - (ii) Increases to the amount of an early retirement reduction/penalty,
 - (iii) Increases to the retirement age for qualifying for an unreduced pension,
 - (iv) Reductions in or additional conditions placed on cost-of-living adjustments,
 - (v) Reductions in past or future service benefits,
 - (vi) Change in plan design or defined contribution or target benefits, and
 - (vii) Any other changes that result in any of the foregoing.

ARTICLE 29
HOURS OF WORK FOR REGULAR PART-TIME EMPLOYEES

- 29.01 Article 12: Hours of Work is replaced and superseded by the following provisions.
- 29.02 (a) Regular hours of work, exclusive of meal periods, shall be up to seven and three-quarter ($7 \frac{3}{4}$) consecutive hours in any day and shall be less than thirty-eight and three-quarter ($38 \frac{3}{4}$) hours per week, averaged over one (1) complete cycle of the shift schedule beginning on the first (1st) day of the first (1st) pay period following ninety (90) days after the date of ratification, or
- (b) For positions that regularly work seven and a half ($7 \frac{1}{2}$) consecutive hours in a day, and the work week shall be less than thirty-seven and a half ($37 \frac{1}{2}$) hours per week averaged over one (1) complete cycle of the shift schedule beginning on the first (1st) days of the first (1st) pay period following ninety (90) days after the date of ratification.
- (c) The ratio of work days to non-work days shall not exceed 5:2 in a six (6) calendar week period beginning on the first (1st) days of the first (1st) pay period following ninety (90) days after the date of ratification.
- 29.03 Regular hours of work shall be deemed to:
- (a) include, as scheduled by the Employer, either:
- (i) one (1) rest period of fifteen (15) minutes during each half shift of three point eight seven (3.87) hours; or
- (ii) one (1) rest period of thirty (30) minutes during each full working shift of seven and three-quarter ($7 \frac{3}{4}$) hours, or seven and a half hours ($7 \frac{1}{2}$) if this is more compatible with scheduling of work assignments;
- the alternative to be applied shall be at the discretion of the Employer.
- (b) exclude a meal period of not less than thirty (30) minutes to be scheduled by the Employer during each working day on which the Employee works in excess of four (4) hours.
- 29.04 (a) Notwithstanding that the meal break is to be excluded in the calculation of regular hours of work, if the Employer requires an Employee to be readily available for duty during their meal period, the Employee shall be so advised in advance and be paid for that meal period at the Employee's Basic Rate of Pay.
- (b) If an Employee is recalled to duty or if the Employer requires an Employee to work during their meal period or rest period the Employee shall be given a full meal period or rest period later in the Employee's shift, or, where that is not possible, be paid for the meal period or rest period as follows:

- (i) for a rest period, at two times (2X) the Employee's Basic Rate of Pay; or
- (ii) for a meal period for which the Employee is entitled to be paid in accordance with Article 29.04(a), at two times (2X) the Employee's Basic Rate of Pay; or
- (iii) for a meal period for which the Employee is not otherwise entitled to be paid, at two times (2X) the Employee's Basic Rate of Pay.

29.05 Subject to Article 29.13, shift schedules shall be posted twelve (12) weeks in advance or such shorter period as is mutually agreed between the Employer and a local chapter representative of the Union. The Employer shall allow a representative of the Union to reproduce a copy of the posted shift schedule which is inclusive of changes made by mutual agreement in accordance with Article 29.06(a).

- 29.06 (a) Except in cases of emergency or by mutual agreement between a Part-time Employee and the Employer, shift schedules shall provide for:
- (i) at least fifteen and one-half (15 1/2) hours off duty between shifts;
 - (ii) not scheduled to work on two (2) weekends in a five (5) week period. "Weekend" shall mean a Saturday and the following Sunday, assuring a minimum of fifty-six (56) hours off duty;
 - (iii) where operationally practicable as determined by the Employer, Article 29.06(a)(ii) above may be amended to half of the weekends off over one (1) complete cycle of the shift schedule. Where a shift schedule provides for half of the weekends off over one (1) complete cycle of the shift schedule, such ratio will not be changed unless the Employer determines the ratio has become operationally impracticable;
 - (iv) an Employee shall not be scheduled to work seven (7) consecutive shifts more than twice in a five (5) week period
- (b) There shall be two (2) optional scheduling systems available which may be applied upon mutual agreement, in writing, between the Employer and the Union. Where an option is applied, the relevant provisions of Article 29.06(a) above shall be amended as follows:

Option 1

- (i) at least fifteen and one-half (15 1/2) hours off duty between shifts;
- (ii) not scheduled to work on two (2) weekends in a six (6) week period. "Weekend" shall mean:
 - (A) one (1) Saturday and the following Sunday and one (1) Friday and the following Saturday assuring a minimum of

fifty-six (56) hours off duty; or

(B) one (1) Saturday and the following Sunday and one (1) Sunday and the following Monday assuring a minimum of fifty-six (56) hours off duty;

(iii) not more than six (6) consecutive days of work.

Option II

(i) at least fifteen and one-half (15 1/2) hours off duty between shifts;

(ii) not scheduled to work on two (2) weekends in a five (5) week period. "Weekend" shall mean a Saturday and the following Sunday, assuring a minimum of fifty-six (56) hours off duty;

(iii) not more than six (6) consecutive scheduled days of work.

(c) Except when application of this Article is waived by mutual agreement between the Employee and the Employer, if an Employee is required by the Employer to change shifts without receiving fifteen and one-half (15 1/2) hours off duty, they shall be entitled to premium pay at two times (2X) the Employee's Basic Rate of Pay for that shift. This section does not apply to cases where Article 29.13 has been applied in altering a shift schedule.

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

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

29.08 (a) The Employer, in scheduling shifts, shall take into consideration an Employee's request for certain shift schedules, subject to the requirements of Article 29.06.

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

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

(ii) days only;

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

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

(v) evenings and days (rotation);

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

- (vii) nights and days (rotation).
- (c) (i) A request by an Employee to work shift patterns 29.08(b)(iii), (iv) or (vi) shall not be unreasonably denied, provided however that the Employer shall have the right to assign periods of day duty for the purpose of evaluations and maintaining proficiency totaling not more than one hundred sixteen and one-quarter (116 1/4) regular hours worked in a calendar year. An Employee who has requested to work shift pattern 29.08(b)(iii), (iv) or (vi), may alter such request only after:
 - (A) having worked such shift pattern for a minimum of twelve (12) months; and
 - (B) upon giving written notice to the Employer.
- (ii) Upon receiving a request or requests to revert under Article 29.08(c), the Employer shall provide all other Employees working shift patterns 29.08(b)(iii), (iv) or (vi) on the schedule notice of the reversion request to determine whether or not they also wish to revert, commencing with the posting of the revised shift schedule in Article 29.08(c)(iii)(A). Such notice will be provided regardless of how long the other Employees on the schedule have worked in those shift patterns.
- (iii) The Employer:
 - (A) shall post a revised shift schedule to become effective within fourteen (14) weeks of receiving the initial request(s); and
 - (B) shall not be required to revise the shift schedule more than once in any twelve (12) month period, commencing from the revised shift schedule's implementation date.
- (d) An application under Article 11: Appointments and Transfers, in response to a position with shift patterns listed in Article 29.08(b)(iii), (iv) or (vi), constitutes an Employee request for the purposes of Article 29.08.
- (e) (i) Employees working shift choices (i), (v) and (vii), shall be assigned a day duty at least one-third (1/3) of the time during the shift cycle. For the purpose of applying the foregoing an Employee will be deemed to have been assigned day duty for those periods of time absent on vacation or on or for a Named Holiday that would have except for such absence been day duty to which the Employee would have been assigned in accordance with the shift schedule.
- (ii) Where operationally practicable as determined by the Employer, Article 29.08(e)(i) above may be amended to up to two-fifths (2/5)

day duty during the shift cycle.

- (f) An Employee will not be required to work split shifts except by mutual agreement between the Employee and the Employer.
- 29.09
- (a) Employees may exchange shifts among themselves, provided that:
 - (i) the exchange is agreed to, in writing, between the affected Employees; and
 - (ii) prior approval of such exchange has been given by the Employee's immediate supervisor.
 - (b) Where such a request is made in writing, the Employer's reply shall also be in writing no more than seven (7) days after the request is made.
 - (c) Such exchange shall be recorded on the shift schedule.
 - (d) Such exchange shall not be deemed a violation of the provisions of this Collective Agreement.
 - (e) Such exchange must not result in additional costs for the Employer when compared to the Employee's pre-exchange schedule.
- 29.10
- In the event an Employee's scheduled shift is cancelled with less than seven (7) days' notice, a make-up shift shall be scheduled for the next following cycle of the shift schedule. When an Employee reports for work as scheduled, and is informed that the shift has been cancelled, the Employee will be compensated for the inconvenience by a payment of three (3) hours pay at the Employee's Basic Rate of Pay.
- 29.11
- A Regular Employee shall not be scheduled to work more than two (2) different shifts between scheduled days off except as mutually agreed between the Employer and the Employee.
- 29.12
- (a) A Part-time Employee may work additional shifts.
 - (b) Where a Part-time Employee volunteers or agrees when requested to work additional shifts, they shall be paid at their Basic Rate of Pay for such hours, or if applicable, at the overtime rate(s) provided in Article 29.02:
 - (i) for those hours worked in excess of seven and three-quarter (7 3/4) hours in a day; or
 - (ii) for work performed by the Employee on days in excess of the work ratio referred to in Article 29.02.
 - (c) Where the Employer requires a Part-time Employee to work without them having volunteered or agreed to do so, they shall be paid the applicable overtime rate provided in Article 29.02.
 - (d) At the time additional work is being offered, the Employee shall be responsible

for advising the Employer that the Employee will be in an overtime situation if they accept the additional work. The Employer is not obligated to call in Part-time Employees for additional work if such additional work would result in the Employer having to incur overtime

- NEW 29.13**
- (a) Part-time Employees may pick up extra shifts in addition to their regularly scheduled shifts up to the full time equivalent for their classification. Extra shifts, of more than three (3) days in advance, shall be distributed by Seniority to Part-time Employees who have indicated their availability in writing to the Employer on a monthly basis. The distribution of any other extra shifts by Seniority shall be on an fair rotational basis.**
 - (b) Extra shifts picked up by the Employees shall not be deemed a violation of the scheduling provisions of this Article.**

- (c) The Basic Rate of Pay will prevail for additional hours of work voluntarily accepted by a Part-time Employee beyond the Employees scheduled hours provided
 - (i) the hours worked do not exceed the daily hours for an Employee in Article 29.02; and
 - (ii) the hours worked do not exceed the full time threshold which is set out in Article 29.02;

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

- (d) The Employer will consider potential Employee fatigue and Employee/resident safety in allocating extra shifts.

NEW 29.14 In order to facilitate the distribution of opportunities to work additional shifts Casual Employees shall indicate the extent of their availability in writing to the Employer at least on a monthly basis. Extra shifts will be distributed to Part-time Employees as outlined in Clause 29.13 and Casual Employees on a fair rotational basis. The process for this distribution will be outlined in Clause 29.15

- NEW 29.15**
- (a) Extra shifts will be classified as follows:
 - (i) Pre-Booking – Shifts that are available two (2) months in advance
 - (ii) Available shifts includes shifts that are available more than three (3) days in advance and arise after the pre-booking phase. Available shift are three or less days away, but are not considered emergent.
 - (iii) Emergent Shifts includes shifts that are available in the immediate 24 hour period, and/or shifts that, as of Friday morning, are vacant for the immediate weekend and Day shifts on Monday. In the event of a long weekend Emergent shifts would be expanded to include the three (3) day weekend.
 - (b) In filling available shifts during the pre-booking phase and those available shifts that are more than three (3) days away:
 - (i) the Employer will contact Part-time Employees who have provided their availability in order of seniority.
 - (ii) if the Employer is not able to immediately contact the Employee they shall leave a message and provide a timeframe to respond. The timeframe to respond shall be a three (3) hour period from the time the Employer leaves a message, unless otherwise advised by the Employer.
 - (iii) the most senior Employee to respond within the timeframe shall be booked for the shift.

- (iv) if the Employer is not able to fill the shift with a Part-time Employee then Casual Employees who have provided their availability, will be contacted using an equitable process. If the Employer is not able to immediately contact the Employee they shall leave a message and provide a timeframe to respond. The timeframe to respond shall be 0800 the following day, unless otherwise advised by the Employer.
 - (v) the first Employee to respond within the timeframe shall be booked for the shift.
- (c) In filling available shifts that are three (3) days or less away but not Emergent:
- (i) the Employer will contact Part-time Employees who have provided their availability in order of seniority.
 - (ii) if the Employer is not able to immediately contact the Employee they shall leave a message, but will continue to call Employees in order of seniority.
 - (iii) the first Part-time Employee the Employer is able to confirm for the shift shall be booked for the shift.
 - (iv) if the Employer is not able to fill the shift with a Part-time Employee then Casual Employees who have provided their availability, will be contacted using an equitable process. If the Employer is not able to immediately contact the Employee they shall leave a message, but will continue to call Employees until they are able to confirm an Employee for the shift.
- (d) In filling Emergent shifts:
- (i) Employer shall contact Part-time and Casual Employees using a fair process. The first Employee to confirm their ability to work the shift shall be booked into the shift.
 - (ii) If the Employer is unable to fill an emergent shift with a Part-time or Casual, Full-time Employees who have provided their availability will be called in order of seniority. In scheduling Full-time Employees, the Employer will consider potential Employee fatigue and Employee/ resident safety in allocating extra shifts.

29.1316

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

29.4417 On the date fixed by proclamation, in accordance with the *Daylight Savings Time Act*, of conversion to Mountain Standard Time, regular hours of work shall be extended to include the resultant additional hour with additional payment due therefor at the applicable overtime rate. On the date fixed by said *Act* for the resumption of Daylight Savings Time, the resultant reduction of one (1) hour in the shift involved shall be effected with the appropriate deduction in regular earnings.

29.4518 (a) Regular Part-time Employees may work flexible hours by mutual agreement between the Employee and Employer, whereby at a mutually agreeable time the Employer will provide and the Employee shall take time off:

- (i) for those hours worked during the normal rest period; and
- (ii) in place of overtime pay for those hours worked in excess of seven and three-quarter ($7\frac{3}{4}$) hours in a shift or thirty-eight and three-quarter ($38\frac{3}{4}$) hours or seven and a half ($7\frac{1}{2}$) hours in a shift or thirty-seven and a half ($37\frac{1}{2}$), in a week, whichever is applicable, averaged over a six (6) calendar week period beginning on the (1st) first day of the first (1st) pay period following ninety (90) days after the date of ratification.

in which event Articles 29.02, 29.05, 29.06 and 30.02 shall have no application.

- (b) The Employee shall be paid for the time taken off in place of overtime pay at the same rate the Employee would have been paid wages had the Employee worked those hours on a normal working day.
- (c) If time off in place of overtime pay is not provided and taken in accordance with the foregoing, the Employee will be paid overtime pay in accordance with Article 30.02.

CONSEQUENTIAL AMENDMENTS AS REQUIRED

ARTICLE 30

REGULAR PART-TIME EMPLOYEES

30.01 Subject to Article 29 all provisions of this Collective Agreement shall apply to Regular Part-time Employees, except:

Article 13: Overtime

Article 22: Named Holidays

Article 23: Vacation

Article 25: Sick Leave

Overtime

30.02 (a) The overtime rate of two times (2X) shall be paid for work authorized by the Employer and performed by the Employee on days in excess of the work ratio referred to in Article 29.02(c). The Employer shall provide on each ward or unit overtime forms which are to be signed by the designated authorized person and a copy shall be given to the Employee at the time the overtime is worked.

(b) (i) Overtime may be accumulated and taken in time off at a mutually acceptable time at the applicable premium rate. Such accumulation shall not exceed thirty-eight hours and three quarters (38 ³/₄) hours. Time off not taken by the last pay period end date in March in any given year shall be paid out unless otherwise mutually agreed. Such request to carry over lieu time will be limited to thirty-eight and three quarter (38 ³/₄) hours and shall be submitted by the Employee in writing prior to February 1st. Such requests shall not be unreasonably denied.

(ii) Where time off in lieu of overtime is granted in accordance with clause 30.02(b)(i) the overtime worked shall be paid at the time it is worked at one times (1X) the Employee's Basic Rate of Pay and the equivalent time shall be banked at one times (1X) the Employee's Basic Rate of Pay.

(c) The Employer shall designate an individual at the site who may authorize overtime. The Employer shall not unreasonably deny authorization after the fact for overtime worked where such overtime has arisen as a result of unforeseeable circumstances in which it is impossible to obtain prior authorization.

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

activity shall be voluntary.

- (e) No Employee shall be requested or permitted to work more than a total of sixteen (16) hours (inclusive of regular and overtime hours) in a twenty-four (24) hour period beginning at the first hour the Employee reports to work.
- 30.03
- (a) The Employer shall endeavor to minimize the use of mandatory overtime.
 - (b) The Employer may request to work a reasonable amount of overtime. The Employer shall take reasonable steps to avoid a staffing situation which may become an emergency requiring overtime.
- 30.04
- Following working a Shift, an Employee who then works in excess of four (4) hours overtime shall be provided with access to a meal and/or snacks at no cost. Cost of the meal/snack shall not exceed amounts set out in Article 21.05(a).
- 30.05
- (a) Where an Employee works overtime immediately following their Shift and there is not a minimum of seven and one-half (7 1/2) consecutive hours off duty in the twelve (12) hours preceding the Employee's next Shift, at the Employee's request, the Employee shall be entitled to seven and one-half (7 1/2) consecutive hours of rest commencing their next shift, without loss of earnings.
 - (b) The Employee in the above situation will advise the Employer at least two (2) hours in advance of the fact that the Employee will not be reporting for duty at the scheduled time.

Named Holidays

- 30.06
- Notwithstanding Article 2.13, a Part-time Employee required to work on a Named Holiday shall be paid at:
- (a) one and one-half times (1 1/2X) their Basic Rate of Pay for work performed up to seven and three-quarter (7 3/4) hours;
 - (b) overtime worked on that Named Holiday shall be paid at the rate of two and one-half times (2 1/2X) their Basic Rate of Pay
 - (c) Notwithstanding Article 30.06(a), a Part-time Employee required to work on the August Civic Holiday or Christmas Day shall be paid at two times (2X) the Employee's Basic Rate of Pay for work performed up to seven and three-quarter (7.75) hours;
 - (d) Notwithstanding Article 30.06(b), a Part-Time Employee required to work overtime on the August Civic Holiday or Christmas Day shall be paid at three times (3X) the Employee's Basic Rate of Pay.
- 30.07
- Regular Part-time Employees shall be paid, in addition to their Basic Rate of Pay, five percent (5%) of this rate per pay period in lieu of the Named Holidays.
- 30.08
- (a) An Employee shall be so scheduled as to provide the Employee with days off on at least three (3) of the actual Named Holidays. In addition, the

Employee shall be given either Christmas or New Year's Day off unless otherwise requested by the Employee.

- (b) (i) An Employee granted Christmas Day off in accordance with Article 30.08(a) shall be scheduled such that they shall have two (2) consecutive days where the Employee will not be obliged to work (i.e., December 24th and 25th or December 25th and 26th).
- (ii) An Employee granted New Year's Day off in accordance with Article 30.08(a) shall be scheduled such that they shall have two (2) consecutive days where the Employee will not be obliged to work (i.e., December 31st and January 1st or January 1st and 2nd).
- (c) Subsequent to the application of Articles 30.11(a)(i)(A), every reasonable effort shall be made to rotate the requirement to work Christmas or New Years from year to year.

Vacation

30.09

Definition

"Vacation" means vacation with pay.

30.10

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

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

- (i) six percent (6%) during the first (1st) employment years; or
 - (ii) eight percent (8%) during the second (2nd) to ninth (9th) employment years; or
 - (iii) ten percent (10%) during the tenth (10th) to nineteenth (19th) employment years; or
 - (iv) twelve percent (12%) during the twentieth (20th) and subsequent employment years.
- (b) Supplementary Vacation
Upon reaching the following employment anniversaries of continuous service:
 - (i) twenty-five (25) years,
 - (ii) thirty (30) years,
 - (iii) thirty-five (35) years,
 - (iv) forty (40) years,

(v) forty-five (45) years,

Employees shall have earned an additional one-time two percent (2%) of vacation with pay, calculated in hours, as follows, to be taken at the Employee's option, subject to Article 30.11(a)(i)(A) at any time subsequent to the current supplementary vacation employment anniversary date and prior to the next supplementary vacation employment anniversary date. Any supplementary vacation not taken prior to achieving a subsequent supplementary vacation entitlement shall lapse.

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

30.11 (a) **Time of Vacation**

- (i) (A) As far as possible, Part-time Employees shall be granted their choice of vacation periods; however, the final allotment of vacation remains within the responsibility and the authority of the Employer. The Employer shall post the vacation schedule planner by January 1st of each year. Where an Employee submits their vacation preference by March 15th of that year, the Employer shall indicate approval or disapproval of that vacation request by April 30th of the same year. A vacation period may be divided by mutual agreement between the Employee and the Employer.
- (B) When an Employee submits a written vacation request after April 30th, the Employer shall provide written approval or disapproval of the vacation request within ten (10) working days of the request.
- (ii) Seniority within each classification shall be the determining factor when there is a dispute regarding preference for the time that vacation is to be taken.
- (iii) A request to utilize vacation shall be made in writing to the Employer. The request shall be subject to the approval of the Employer and shall not exceed the number of vacation days accrued to the date of the first (1st) day of vacation.
- (iv) Once vacations are authorized by the Employer they shall not be changed except in cases of emergency or by mutual agreement between the Employer and the Employee.
- (v) (i) An Employee shall be permitted to maintain a level of vacation accrual up to one (1) years vacation entitlement, plus an additional thirty-eight and three-quarter (38 3/4) or thirty-seven and one-half (37 1/2) hours, as applicable.

- (ii) Vacation hours in excess of the amount listed in 30.11(a)(v)(i) shall be paid out by April 30th, at the wage rate in effect on March 31st.
- (vi) An Employee required by the Employer to return to work during their vacation will receive two times (2X) their Basic Rate of Pay for hours worked. In addition to receiving the premium pay, the time so worked will be rescheduled as vacation leave with pay.

(b) **Vacation Earning Portability**

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

Sick Leave

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

30.13 A Regular Part-time Employee will receive a credit for sick leave computed from the date their continuous service commenced at the rate of one and one-half (1 1/2) working days for each full month of employment, prorated on the basis of the hours worked by the Employee in relation to the regularly scheduled hours for a Full-time Employee, up to a maximum of one hundred twenty (120) working days. Provided however, that an Employee shall not be entitled to apply sick leave credits for absences due to illness for additional shifts worked pursuant to Article 29.12 , as applicable.

In the case of:

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

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

- 30.14 Part-time Employees reporting sick shall advise the Employer as soon as possible and regularly thereafter as required by the Employer.
- 30.15 Subject to the above, a Part-time Employee granted sick leave shall be paid for the period of such leave at the Basic Rate of Pay and the number of hours thus paid shall be deducted from their accumulated sick leave credits up to the total amount of the Employee's accumulated credits at the time sick leave commenced.
- 30.16 Employees may be required to submit satisfactory proof to the Employer of any illness, non-occupational accident or quarantine when circumstances make it reasonable to do so. Where the Employee must pay a fee for such proof, the full fee shall be reimbursed by the Employer. Payment of sick leave benefit shall not be effected until required substantiation has been supplied.
- 30.17 When a Part-time Employee has accrued the maximum sick leave credit of one hundred twenty (120) working days, the Employee shall no longer accrue sick leave credits until such time as their total accumulation is reduced below the maximum. At that time the Employee shall recommence accumulating sick leave credits.
- 30.18 (a) If a Part-time Employee requires time off for the purpose of attending a dental, physiotherapy, optical or medical appointment, provided they have been given prior authorization by the Employer, such absence shall be charged against their accumulated sick leave.
- (b) Where a Part-time Employee is required to travel for the purposes of medical referral and/or treatment, they shall have the right to utilize accumulated sick leave credits for such absence, provided the Employee has been given prior authorization by the Employer.
- (c) The Employee may be required to submit satisfactory proof of appointments referred to in Article 30.18(a) and (b).
- 30.19 (a) Except as hereinafter provided, sick leave will not be paid in respect of any illness or injury which is incurred during the period of the scheduled vacation once vacation leave has commenced. In the event that the illness or injury prevents the Employee from resuming their duties at the conclusion of the vacation period and the Employee has substantiated their claim for sick leave, income continuance thereafter will be in accordance with Article 30.15. Notwithstanding the foregoing, should an Employee demonstrate to the satisfaction of the Employer that the Employee was admitted to a hospital as an "in-patient" during the course of their vacation, the Employee shall be deemed to be on sick leave for the period of the stay in hospital, subject to the provisions of Article 30.15. Vacation time not taken as a result of such stay in hospital shall be rescheduled to a mutually agreed later time frame.

- (b) In the event an illness or injury preventing an Employee from performing their usual duties occurs prior to the scheduled start of the vacation period, and provided proper substantiation of their claim to sick leave has been provided, the absence on account of the illness or injury will be treated as sick leave pursuant to Article 30.15 until the Employee has recovered sufficiently to permit the resumption of the Employee's usual duties. Time not utilized as vacation leave as a result of the above illness or injury will be rescheduled to a mutually agreed later time frame.
- 30.20 Upon request of an Employee but not more frequently than once a year, the Employer shall advise an Employee of their accrued sick leave credits.
- 30.21
 - (a) An Employee who has accrued sick leave entitlement under the terms of this Collective Agreement shall, upon the voluntary termination of their employment with the Employer, be entitled to retain such entitlement provided the Employee enters into employment with an Employer who is also Party to a collective agreement with an identical sick leave provision, within six (6) months of the date of their termination of employment.
 - (b) Otherwise sick leave credits shall be cancelled and no payments shall be due therefore. This entitlement shall not apply during the Employee's probationary period. At the request of the Employee, the Employer shall provide the Employee with a written statement of their accumulated sick leave entitlement upon termination.
- 30.22 An Employee who has exhausted their sick leave credits during the course of an illness, and the illness continues, shall be deemed to be on leave of absence without pay or benefits except as provided in Article 27.01(g), for the duration of the illness or as provided below, whichever first occurs. The Employee shall keep the Employer advised as to when they shall be expected back to work and shall provide the Employer with twenty-eight (28) days written notice of readiness to return to work and:
 - (a) if the Employee is capable of performing the duties of their former position the Employee shall be reinstated by the Employer in the same position which the Employee held immediately prior to their disability at not less than the same step in the pay scale and other benefits that accrued to the Employee prior to their disability.
 - (b) if the Employee is incapable of performing the duties of their former position, but is capable of performing the duties of their former classification, a reasonable effort shall be made by the Employer to place the Employee in an available position that the Employee is capable of performing. In such a case the Union agrees to waive the posting provisions of the Collective Agreement.
- 30.23 An Employee whose status has changed due to layoff from Regular Employee to a Casual Employee, with the same Employer, shall have their sick leave credits

suspended, and should the Employee return to regular employment with the Employer, the accrued sick leave credits shall be reinstated.

CONSEQUENTIAL AMENDMENTS AS REQUIRED

ARTICLE 31 TEMPORARY EMPLOYEES

- 31.01 All provisions of this Collective Agreement shall apply to Temporary Employees, except as outlined below:
- (a) Article 11: Appointments and Transfers shall be amended to include the following provisions:
 - 11.09 During the term of a temporary position, a Temporary Employee shall be eligible to apply on postings in accordance with the following:
 - (a) Such Employees shall be eligible to apply on posting of vacancies for regular positions pursuant to Article 11.01. In the event that such Employee is successful on a posting pursuant to Article 11.01, the Employer shall not be required to post any resulting vacancy of less than three (3) months.
 - (b) Where a vacancy for a temporary position exists, such Employee shall not be eligible to apply, unless the position posted commences after the expiry of the term for which the Employee was hired.
 - (b) Article 33: Layoff and Recall shall not apply to Temporary Employees.
 - (c) Article 34: Discipline and Dismissal is amended to include the following:
 - 34.11 A Temporary Employee shall not have the right to grieve the termination of the term position.
 - 34.12 The Employer shall provide at least seven (7) calendar days' written notice of termination of their term position.

CONSEQUENTIAL AMENDMENTS AS REQUIRED

ARTICLE 32 CASUAL EMPLOYEES

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

Hours of Work

- 32.02
- (a) Hours of work for a Casual Employee shall be up to seven and three-quarter (7 3/4) or seven and one-half (7 1/2) as applicable, hours in a day.
 - (b) Casual Employees will not be required to work in excess of six (6) consecutive shifts except by mutual agreement.
 - (c) A Casual Employee pursuant to Article 2.06(b) (i) or (ii) will not be required to work in a manner where the ratio of work days to non-work days exceeds 5:2 averaged over four (4) calendar weeks starting with the first (1st) pay period following ratification.
 - (d) Hours of work shall be deemed to include, as scheduled by the Employer, either
 - (i) one (1) rest period of fifteen (15) minutes during each half shift of three point eight seven (3.87) hours; or
 - (ii) one rest period of thirty (30) minutes during each full working shift of seven and three-quarter (7 3/4) hours, or seven and one half (7 1/2) hours, as applicable, if this is more compatible with scheduling of work assignments;the alternative to be applied shall be at the discretion of the Employer.
 - (e)
 - (i) Hours of work shall be deemed to exclude a meal period of not less than thirty (30) minutes to be scheduled by the Employer during each working day on which the Employee works in excess of four (4) hours.
 - (ii) Notwithstanding that the meal break is to be excluded in the calculation of regular hours of work, if the Employer requires an Employee to be readily available for duty during their meal period, the Employee shall be so advised in advance and be paid for that meal period at their Basic Rate of Pay.
 - (iii) If an Employee is recalled to duty or if the Employer requires an Employee to work during their meal period or rest period the Employee shall be given a full meal period or rest period later in their shift, or, where that is not possible, be paid for the meal period or rest period as follows:
 - (A) for a rest period, at two times (2X) their Basic Rate of Pay;

or

- (B) for a meal period for which the Employee is entitled to be paid in accordance with Article 32.02(e)(ii), at two times (2X) their Basic Rate of Pay; or
- (C) for a meal period for which the Employee is not otherwise entitled to be paid, at two times (2X) their Basic Rate of Pay.

- 32.03
- (a) No Casual Employee shall be scheduled except with their consent.
 - (b) Employees shall be aware that, in the course of their regular duties, they may be required to work on various shifts throughout the twenty-four (24) hour period of the day and the seven (7) days of the week. The first (1st) shift of the working day shall be one wherein the majority of hours worked fall between twenty-four hundred (2400) and zero eight hundred (0800) hours.

32.04 When a Casual Employee reports for work as scheduled and is informed that the shift has been cancelled, the Employee will be compensated for the inconvenience by the payment of three (3) hours pay at the Employee's Basic Rate of Pay.

Extended Work Day

32.05 All provisions pertaining to Casual Employees working the extended work day are covered in Article 41C.

Overtime

- 32.06
- (a) Overtime is all time authorized by the Employer and worked by an Employee in excess of seven and three-quarter (7 3/4), or seven and one-half (7 ½) as applicable, hours per day. The Employer shall provide on each ward or unit overtime forms which are to be signed by the designated authorizing person and a copy shall be given to the Employee at the time the overtime is worked.
 - (b) The Employer shall designate an individual at the site who may authorize overtime. The Employer shall not unreasonably deny authorization after the fact for overtime worked where such overtime has arisen as a result of unforeseeable circumstances in which it is impossible to obtain prior authorization.
 - (c) The overtime rate of two times (2X) the applicable Basic Rate of Pay shall be paid for all overtime worked.
 - (d) An Employee who attends an overnight client recreational/therapeutic activity authorized by the Employer shall be paid, in addition to their basic rate for their normal shift, an allowance of forty dollars (\$40.00) for each day in attendance at such activity. Participation by an Employee in such activity shall be voluntary.

Salaries

- 32.07 (a) The Basic Rate of Pay for Casual Employees shall be as outlined in the Salaries Schedule.

- (b) Subject to any of the other terms of this Collective Agreement providing for the withholding or delay in granting of an increment, an Employee's Basic Rate of Pay will be advanced to the next higher Basic Rate of Pay and be entitled to an increment following the completion of two thousand twenty-two and three-quarter (2,022 3/4) hours worked and thereafter a further increment upon the completion of each period of one thousand eight hundred thirteen and one-half (1,813 1/2) hours worked to the maximum increment granted Full-time Employees.
- (c) When an Employee voluntarily transfers to a classification with a lower rate of pay their salary shall be adjusted immediately to the basic rate the Employee would have been entitled to, had the Employee been on the lower rated classification from commencement of employment.
- (d) An Employee whose position is reclassified to one with a lower Basic Rate of Pay, through no cause of their own, shall continue to receive their previous Basic Rate of Pay until the Basic Rate of Pay for the lower paid classification is equal to or greater than their previous Basic Rate of Pay, or for a period of twenty-four (24) months, whichever is earlier, at which time the Employee will then receive the Basic Rate of Pay for the classification to which the position is allocated.
- (e) When an Employee has experience satisfactory to the Employer, the Employee's starting salary shall be adjusted as follows:
 - (i) Experience prior to a four (4) year lapse will not be recognized.
 - (ii) All experience satisfactory to the Employer shall be recognized on a one-on-one basis, up to the top increment in the salary scale.
 - (iii) The Employer may recognize experience if more than a four (4) year lapse has occurred and the Employee has fulfilled the licensing requirements of the CLPNA.

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

- (f) Only Employees entitled to designation as a Licensed Practical Nurse pursuant to the *Health Professions Act* R.S.A. 2000, c. H-7 shall be employed as a Licensed Practical Nurse.
- (g) Should the Employer issue an Employee an overpayment of wages and/or entitlements, then the Employer may make the necessary monetary or entitlement adjustments and take such internal administrative action as is necessary to correct such errors. The Employer shall notify the Employee in writing that an overpayment has been made and discuss repayment options. By mutual agreement between the Employer and the Employee, repayment arrangements shall be made. In the event mutual agreement

cannot be reached, the Employer shall recover the overpayment by deducting up to ten percent (10%) of the Employee's gross earnings per pay period.

32.08

Shift Differential

- (a) A shift differential of two dollars and seventy-five cents (\$2.75) per hour shall be paid:
 - (i) to Employees working a shift where the majority of such shift falls within the period fifteen hundred (1500) hours to twenty-three hundred (2300) hours; or
 - (ii) to Employees for each hour worked between fifteen hundred (1500) hours to twenty-three hundred (2300) hours, provided that greater than one (1) hour is worked between fifteen hundred (1500) hours to twenty-three hundred (2300) hours.
 - (iii) to Employees for all overtime hours worked which fall within the period of fifteen hundred (1500) hours to twenty-three hundred (2300) hours.
 - (iv) Notwithstanding (ii) above, for Casual Employees working a shift that concludes between fifteen hundred (1500) and seventeen hundred (1700) hours, no shift differential will be paid.
- (b) A shift differential of five dollars (\$5.00) per hour shall be paid:
 - (i) to Employees working a shift where the majority of such shift falls within the period of twenty-three hundred (2300) hours to zero seven hundred (0700) hours; or
 - (ii) to Employees for each hour worked between twenty-three hundred (2300) hours to zero seven hundred (0700) hours provided that greater than one (1) hour is worked between twenty-three hundred (2300) hours and zero seven hundred (0700) hours.
 - (iii) to Employees for all overtime hours worked which fall within the period of twenty-three hundred (2300) hours to zero seven hundred (0700) hours.
- (c) All premiums payable under this Article shall not be considered as part of the Employee's Basic Rate of Pay.
- (d) Where applicable, an Employee shall be eligible to receive both shift differential and weekend premium.

Weekend Premium

32.09

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

- (i) to Employees working a shift wherein the majority of such shift falls within a sixty-four (64) hour period commencing at fifteen hundred (1500) hours on a Friday; or

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

On-Call Duty

- 32.10 Where a Casual Employee is assigned by the Employer to "on-call duty" for a specified period of time, the Employee shall be paid three dollars and thirty cents (\$3.30) per hour, except that on Named Holidays, the Employee shall be paid four dollars and fifty cents (\$4.50) per hour.
- 32.11 Where the Employer requires an Employee to carry a pocket pager while on-call, such pagers shall be supplied by the Employer. The number and distribution of pagers shall be determined by the Employer and shall remain the property of the Employer.
- 32.12
- (a) For each occasion that a Casual Employee is called back to duty during the Employee's "on-call duty", in addition to the payment received for being "on-call", the Employee shall be paid for all hours worked during the on-call period or for three (3) hours, whichever is the longer, at their Basic Rate of Pay.
 - (b) Overtime rates, pursuant to Article 32.06(c) shall apply for all hours worked in excess of seven and three-quarter (7 3/4) hours per day.
 - (c)
 - (i) Where an Employee works pursuant to this Article and there is not a minimum of seven point five (7.5) consecutive hours off duty in the twelve (12) hours preceding the Employee's next shift, at the Employee's request, the Employee shall be entitled to eight (8) consecutive hours of rest before commencing their next Shift, without loss of earnings.
 - (ii) The Employee in the above situation will advise the Employee's supervisor in advance of the fact that the Employee will not be

reporting for duty at the scheduled time.

Ambulance Duty

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

In addition to the payment provided for above:

- (a) in the event circumstances permit an immediate return to their place of employment, the Employee shall be paid at their Basic Rate of Pay and/or, if applicable, the overtime rate(s) as stated in Article 32.06, to which the Employee is entitled up to the time:
 - (i) the patient is released into the care of the receiving site; or
 - (ii) their assigned work period would otherwise have ended; or
 - (iii) the Employee has returned to their place of employment;whichever is the later and the Employee shall be reimbursed for reasonable and substantiated expenses incurred.
- (b) in the event circumstances prevent an immediate return to their place of employment, the Employee shall be entitled to:
 - (i) no loss of regular earnings for time not worked on assigned shifts as a result of the ambulance duty;
 - (ii) be reimbursed for reasonable and substantiated expenses incurred; and
 - (iii) their Basic Rate of Pay and/or if applicable, the overtime rate(s) as stated in Article 32.06, for the time spent on the return trip on the same basis as if the Employee had been working at their place of employment.

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

Transportation

- 32.15 (a) Casual Employees who normally travel from the site to their place of residence by means of public transportation following the completion of their shift, but are prevented from doing so by being required to remain on duty past the time when normal public transportation is available, shall be reimbursed for the cost of reasonable, necessary and substantiated transportation expense from the site to their place of residence.
- (b) When a Casual Employee is required by the Employer to provide an automobile for use in their employment, the Employee shall be

reimbursed pursuant to Article 21.02.

Named Holidays

- 32.16 (a) A Casual Employee required to work on a Named Holiday shall be paid at:
- (i) one and one-half times (1 1/2X) their Basic Rate of Pay for work performed up to seven and three-quarter (7 3/4) hours; and
 - (ii) two and one-half times (2 1/2X) their Basic Rate of Pay for overtime worked on that Named Holiday.
- (b) Casual Employees shall be paid in addition to their Basic Rate of Pay five percent (5%) of their Basic Rate of Pay in lieu of the aforementioned Named Holidays.
- (c) Notwithstanding Article 32.16(a)(i), a Casual Employee required to work on the August Civic Holiday or Christmas Day shall be paid at two times (2X) the Employee's Basic Rate of Pay for work performed up to seven and three-quarter (7.75) hours;
- (d) Notwithstanding Article 32.16(a)(ii), a Casual Employee required to work overtime on the August Civic Holiday or Christmas Day shall be paid at three times (3X) the Employee's Basic Rate of Pay.

32.17 Vacations

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

32.18 Dues Deduction

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

32.19 Grievance Procedure

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

32.20 Appointments and Transfers

- (a) Subject to the criteria established in Article 11: Appointments and Transfers, of this Collective Agreement, an applicant for regular employment who has experience with the Employer as a Casual Employee within the bargaining unit shall be given preference over external applicants.

- (b) All applicants for a posted transfer and/or vacancy, shall be informed in writing of their acceptance or rejection within five (5) working days of the date of the appointment. The Union shall be advised of the successful candidate.

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

- (a) vacation entitlement; and
- (b) the total accumulation of regular hours worked for the purpose of incremental advancement pursuant to Article 32.07.

32.22 **Temporary Assignments**

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

32.23 **Probationary Period**

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

32.24 **Discipline and Dismissal**

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

NOTE: THIS LOU IS IMPACTED BY OTHER UNION PROPOSALS TO SUSPEND ARTICLE 33, LOU #3 AND LOU #12

ARTICLE 33
LAYOFF AND RECALL

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

Meeting with the Union

- 33.02 The Employer and the Union recognize the value of meeting prior to a layoff process occurring. The purpose of this meeting is to discuss the process of how the reduction or increase will take place, review the current seniority list, and discuss other relevant factors including Article 33.03(c) and application of LOU 1: Mutual Agreement to Adjust FTEs.

Notice of Position changes

- 33.03 (a) When, in the opinion of the Employer, it becomes necessary to:
- (i) reduce the number of Regular Employees; or
 - (ii) reduce or increase a Regular Employee's FTE; or
 - (iii) wholly or partly discontinue an undertaking, activity or service;
- the Employer will notify affected Employee(s) at least twenty-eight (28) calendar days prior to the date of reduction, except that the twenty-eight (28) calendar days notice shall not apply where reduction results from an act of God, fire, flood, or a work stoppage by Employees not covered by this Collective Agreement.
- (b) Where the reduction or increase results from an act of God, fire or flood, the twenty-eight (28) calendar days notice is not required but up to two (2) weeks pay in lieu thereof based on regularly scheduled hours worked during this period shall be paid to affected Employees.
 - (c) Subject to the provisions of 33.03(d) reductions under 33.03(a)(i), (ii), or (iii) shall affect Employees on the Unit, program or Site in reverse order of seniority. Increases under 33.03(a)(ii) shall affect Employees on the Unit, program or Site in order of seniority.
 - (d) Notwithstanding the provisions of 33.03(c), the Employer shall have the

right to retain Employees who would otherwise be laid off when layoff in accordance with Article 33.03(c) would result in retaining Employees who do not have the ability to do the work.

33.04 For the purposes of Article 33:

- (a) "partial layoff" shall mean a Regular Employee who has, due to the application of Article 33:
 - (i) suffered a reduction in regularly scheduled hours in their current classification; or
 - (ii) been placed in a different classification in their current paygrade, either at the same or a lower FTE as their current position; or
 - (iii) been placed in a classification in a lower pay grade, either at the same or a lower FTE as their current position.
- (b) "full layoff" shall mean a Regular Employee who does not hold a regular position due to the application of Article 33.
- (c) "layoff" shall mean a Regular Employee who is either on partial layoff or on full layoff.
- (d) "shift pattern" shall mean those patterns described in Article 12.07(b).
- (e) For the purpose of Displacement and Recall under Article 33 Layoff and Recall, an FTE shall be considered the same if it is +/- 0.09 FTE of the Employee's affected FTE, provided an Employee's status does not change from benefits eligible to non-benefits eligible.

Consultation Process

- 33.05
- (a) At the time of providing written notice of reduction to affected Employee(s), the Employer shall:
 - (i) provide an affected Employee with the seniority lists set out in Article 9.04(a); and
 - (ii) schedule a consultation meeting between the affected Employee, the Employer and the Union, at which time the Employer shall advise the Employee of their retention options according to Articles 33.06 and 33.07, provided the Employee has the requisite job-related skills, training, knowledge and other relevant attributes to perform the work required in the retention options; or be able to meet the requirements of the position within the training/ orientation provided in Article 8.03.
 - (b) The consultation meeting will not be unreasonably delayed as a result of the unavailability of a Union Representative.

Vacancies

33.06 Affected Employee(s) shall be presented with the vacancy options listed in Articles 33.06(a) and 33.06(b) below:

- (a) vacant position(s) at their site(s). Such vacant position(s) shall be comprised of:
 - (i) the Employee's same classification, shift pattern;
 - (ii) the Employee's same classification;
 - (iii) the Employee's same classification but lower FTE; and
 - (iv) a different classification in the Employee's same or a lower paygrade.
- (b) vacant position(s) within the bargaining unit. Such vacant position(s) shall be comprised of:
 - (i) the Employee's same classification; and
 - (ii) a different classifications in the Employee's same or lower paygrade.
- (c) An Employee who declines a vacant position pursuant to Article 33.06 may elect to displace into an occupied position pursuant to Article 33.07 below.

Displacement

33.07 An Employee who is not placed in a vacant position pursuant Article 33.06 shall be presented with the displacement options listed in Articles 33.07(a) and 33.07(b) below:

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

(c) An Employee who declines displacement under Article 33.07 shall be laid off and placed on recall.

33.08 An Employee who has been presented with retention options under Article 33.05 shall have seventy-two (72) hours from the date of the consultation meeting to advise the Employer of their decision under Articles 33.06 or 33.07.

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

- 33.10 When an Employee is on approved leave of absence, or workers' compensation benefits, or long-term disability insurance benefits, the notice of reduction and consultation meeting shall be served when the Employee has provided notice of readiness to return to work.
- 33.11 An Employee who is displaced as a result of another Employee exercising their rights under Article 32 shall be entitled to exercise their rights in accordance with Articles 32.05 to 32.08.
- 33.12 The operation of this Article, including revision to shift schedules caused by a reduction under Article 32.03, shall not constitute a violation of the terms of this Collective Agreement.

Layoff

- 33.13 An Employee who elects to:
- (a) exercise their rights under Articles 33.06 and 33.07 shall be considered to be on partial layoff, with recall rights.
 - (b) not exercise their rights under Articles 33.06 and 33.07, shall be considered to be on full layoff, with recall rights.
- 33.14 Other than for the continuation of the seniority held at the time of full layoff, discipline, grievance and arbitration rights, and rights and benefits arising under this Article, an Employee's rights while on full layoff shall be limited to the right of recall under Article 33.

Employee Benefit Coverage During Layoff

- 33.15
- (a) The Employer shall make payment for its share of the full premium of the benefits referred to in Article 24.01 on behalf of the laid off Employee for the duration of the layoff to a maximum of three (3) months premium.
 - (b) Employees laid off for more than three (3) months may, with the assistance or through the Employer, make prior arrangements for payment of the full premiums of the benefits referred to in Article 24.01.

Recall

- 33.16
- (a) While there are Employees on Recall, and where an Employer determines that a regular or temporary vacancy exists, such vacancy shall be posted and filled in accordance with Article 11: Appointments and Transfers. Application for such postings shall be open to all Regular Employees, including those Employees on layoff.
 - (b) Where there are no applicants, or no suitable applicants, for a posted vacancy, the most senior Regular Employee on layoff from the site where the vacancy exists shall be offered the position. Such offer shall be contingent on the Employee having the requisite job-related skills, training, knowledge and other relevant attributes to perform the work

involved, or being able to meet the requirements of the position within the training/ orientation provided in Article 8.03.

Refer to LOU #12 Re: Method of Recall

- (c) The method of recall shall be by telephone, and if contact with the Employee on layoff is not accomplished, by registered letter or courier sent to the Employee's last known place of residence or by personal delivery of same. When dispatched by registered letter, the letter shall be deemed delivered five (5) calendar days from the date of mailing. When dispatched by courier, the letter shall be deemed delivered the date it was sent by courier. The Employee so notified will report for work as directed but in any event shall notify the Employer of their intent no later than five (5) days following the delivery date.
- 33.17
- (a) Employment shall be deemed terminated when an Employee does not return from layoff when notified to do so, or on the expiry of twenty-four (24) months from the date of layoff, whichever first occurs. Where an Employee on layoff occupies a temporary position, the twenty-four (24) month period shall be suspended during their temporary position and shall recommence upon the termination of the temporary position for the balance of the twenty-four (24) month recall period.
 - (b) An Employee's right to recall under Article 33.16 will expire if the Employee refuses recall to a position with the same classification, FTE, shift pattern, and site as their pre-layoff position, or on the expiry of twenty-four (24) months from the date of layoff, whichever first occurs.

Casual Shifts

- 33.18
- (a) Employees on layoff shall indicate in writing on a regular basis to the Employer their availability to work casual shifts.
 - (b) Casual shifts shall be offered to Employees who have the requisite job-related skills, training, knowledge and other relevant attributes to perform the work, in the following order, except where patient care requirements are such that this order is not possible:
 - (i) Regular Employees who have been reduced in regular hours of work through the operation of this Article, in order of seniority; then;
 - (ii) Casual Employees and Regular Part-time Employees who have indicated their willingness to work additional shifts pursuant to Articles 29.12
 - (c) Employees on layoff who refuse casual shifts may do so without adversely impacting their recall rights.

ARTICLE 34
DISCIPLINE AND DISMISSAL

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

NEW 34.02 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 a timely manner and any Employee interview(s) will be in accordance with Clause 34.07. Written notification of the results will be provided to the Employee. Any disciplinary sanction as a result of the investigation will be issued within fifteen (15) days of the conclusion of the investigation.

~~34.0203~~ Unsatisfactory performance by an Employee which is considered by the Employer to be serious enough to be entered on the Employee's record, but not serious enough to warrant suspension or dismissal, shall result in a written warning to the Employee and a copy to the Union within fifteen (15) days of the date the Employer first became aware of, or reasonably should have become aware of the occurrence of the act. It shall state a definite period in which improvement or correction is expected, and at the conclusion of such time, the Employee's performance shall be reviewed with respect to the discipline. The Employee shall be informed in writing of the results of the review.

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

~~34.0304~~ In the event an Employee is suspended or dismissed, the Employer shall provide written reasons for the suspension or dismissal to the Employee and the Union forthwith and in any event not later than five (5) days of the action being taken. The action or suspension or dismissal shall be within fifteen (15) days of the date the Employer first became aware of, or reasonably should have become aware of the occurrence of the act giving rise to the suspension or dismissal. When action involves a suspension, the notice shall specify the time period of the suspension.

- AMD 34.0405 An Employee who has been subject to disciplinary action may after eighteen (18) months of continuous service, exclusive of absences of thirty (30) consecutive days or more, or in any event, after two (2) years of continuous service from the date the disciplinary measure was invoked, ~~request in writing that their personnel file be cleared of any record of the disciplinary action. Such request shall be granted and~~ the personnel file shall be deemed to be cleared of any record of the disciplinary action, provided the Employee's file does not contain any further record of disciplinary action during the two (2) year period of which the Employee is aware. The Employer shall confirm in writing to the Employee that such action has been effected.
- 34.0506 The procedures stated in Articles 34.01, 34.02 and 34.03 do not prevent immediate suspension or dismissal for just cause.
- 34.0607 (a) An Employee required by the Employer to attend an investigation meeting or a disciplinary discussion shall be paid at the applicable rate of pay for time spent in that meeting.
- (b) Where circumstances permit, the Employer shall schedule a disciplinary discussion with the Employee by giving reasonable advance notice which shall not be less than twenty-four (24) hours. At such discussion an Employee may be accompanied by a representative of the Union.
- 34.0708 In the event that an Employee is reported to their licensing body by the Employer, the Employee shall be so advised, and unless otherwise requested a written copy shall be forwarded to the Union forthwith.
- 34.0809 An Employee absent for three (3) consecutive work days without good and proper reason and without notifying the Employer shall be considered to have terminated their services with the Employer.
- 34.0910 Except for the dismissal of a probationary Employee, there shall be no suspension, dismissal or discipline except for just cause.
- 34.1011 For the purposes of this Article, periods of time referred to in days shall be deemed to mean consecutive calendar days exclusive of Saturdays, Sundays and Named Holidays which are specified in Article 22.

ARTICLE 36
HEALTH AND SAFETY

- NEW 36.01
- (a) The parties recognize the need for a safe and healthy workplace. The Employer shall be responsible for providing safe and healthy working conditions. The Employer and Employees will take all reasonable steps to eliminate, reduce or minimize all workplace safety hazards. Occupational health and safety education, training and instruction provided by the Employer, shall be paid at the Applicable Rate of Pay, to fulfill the requirements for training, instruction or education set out in the Occupational Health and Safety Act, Regulation or Code.
 - (b) Such education, training, and instruction shall be provided before a worker begins a work activity requiring such education, training, and instruction.
 - (c) The Employer shall make every attempt to prevent workplace violence. The Employer shall have in place a policy supporting zero tolerance of workplace violence. The Employer shall immediately investigate all reports work workplace violence and provide a response of that investigation to the person who reported such an incident. The Employer shall have in place a violence notification system, which will alert all Employees of violence behaviours, past or present, from any patient/client.
 - (d) The Employer shall give a completed health and safety investigation report, to any Employee who reports a health and safety concern to the Employer.
 - (e) The Employer recognizes fatigue as a health and safety concern, and will take meaningful measures to prevent fatigue from affecting all Employees in accordance with the OHS Act, Regulations and Code.
- 36.0102
- (a) The Employer shall establish/maintain an Occupational Health and Safety Committee, which shall be composed of representatives of the Employer and representatives of the Union and may include others representing recognized functional bargaining units. The Union shall nominate and assign their representative on the Committee. This Committee shall meet once a month, and in addition shall meet within ten (10) days of receiving a written complaint regarding occupational health or safety. An Employee

shall be paid the Employee's Basic Rate of Pay for attendance at Committee meetings.

The number of Employer representative 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.~~

- (b) A request by either Party to establish a site committee shall not be unreasonably denied. Employees shall be paid at their Basic Rate of Pay for time in attendance at the meeting. When a representative is unable to attend, they shall send an alternate. Where the members of the site committee mutually agree to hold a meeting via a teleconference, time spent on the telephone attending the meeting will be paid at the Employee's Basic Rate of Pay

NEW

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

AMD

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

- ~~(e)~~(e) Prior to an Employee referring an issue to the Occupational Health and Safety Committee, they should first discuss it with their most immediate supervisor in an excluded management position.

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

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

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

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

~~36.0203~~ Where an Employee requires specific immunization and titre, as a result of or related to the Employee's work, it shall be provided at no cost.

~~36.0304~~ The Employer shall have in place a working alone policy to support a working alone safety plan in adherence with occupational health and safety legislation. The policy shall be reviewed annually by the Occupational Health and Safety Committee.

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

NEW 34.06 Working Alone

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

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

NEW 36.0407 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. The immediate out-of-scope supervisor shall forward all incidents of violence to the Administrator or designate. 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.

CONSEQUENTIAL AMENDMENTS AS REQUIRED

ARTICLE 41A

EXTENDED WORK DAY – FULL-TIME EMPLOYEES

- 41A.01 (a) Where the Parties to this Collective Agreement agree to implement a system employing an extended work day and resultant compressed work week, they shall evidence such Collective Agreement by signing a document indicating those affected positions where such Collective Agreement applies. The list of affected positions may be amended from time-to-time by agreement of the Parties. Such list shall indicate for each unit whether this list applies to Full-time Employees, Part-time Employees or both.
- (b) Affected positions may be deleted from the list referred to in Article 41A.01(a) by either Party providing the other Party with twelve (12) weeks' notice in writing of such intent or such shorter period as is mutually agreed between the Employer and a local chapter representative of the Union.
- 41A.02 (a) The Employer and the Union acknowledge and confirm that, with the exception of those amendments hereinafter specifically detailed, when the extended work day is implemented in an affected position all other Articles of this Collective Agreement shall remain in full force and effect as between the Parties.
- (b) Where an Employee works a shift schedule that consists of a combination of extended shifts and shifts of seven and three-quarter (7 3/4) hours or less, the provisions of this Article shall apply to all scheduled shifts.

Hours of Work

The following provisions replace Article 12:

- 41A.03 (a) Regular hours of work for Full-time Employees, exclusive of meal periods, shall:
- (i) not exceed eleven and one-quarter (11 1/4) consecutive hours per day;
 - (ii) be thirty-eight point seven nine (38.79) hours per week averaged over one (1) complete cycle of the shift schedule; and
 - (iii) except where overtime is necessitated, maximum on-site hours shall not exceed twelve and one-quarter (12 1/4) hours per day, as determined by the start and finish times of the shift.
- (b) Regular hours of work shall be deemed to:
- (i) include as scheduled by the Employer, one (1) rest period of fifteen (15) minutes during each full period of three point eight

seven (3.87) hours; and

- (ii) exclude at least one (1) and a maximum of two (2) thirty (30) or thirty-five (35) minute meal periods as scheduled by the Employer. Two (2) or more meal breaks or rest periods may be combined by agreement between the Employee and the Employer.
- 41A.04
 - (a) Notwithstanding that the meal break is to be excluded in the calculation of regular hours of work, if the Employer requires an Employee to be readily available for duty during their meal period, the Employee shall be so advised in advance and be paid for that meal period at their Basic Rate of Pay.
 - (b) If an Employee is recalled to duty or if the Employer requires an Employee to work during their meal period or rest period the Employee shall be given a full meal period or rest period later in their shift, or, where that is not possible, be paid for the meal period or rest period as follows:
 - (i) for a rest period, at two times (2X) their Basic Rate of Pay; or
 - (ii) for a meal period for which the Employee is entitled to be paid in accordance with Article 41A.04(b), at two times (2X) their Basic Rate of Pay; or
 - (iii) for a meal period for which the Employee is not otherwise entitled to be paid, at two times (2X) their Basic Rate of Pay.
- 41A.05 Subject to Articles 41A.12 and 41A.13, shift schedules shall be posted twelve (12) weeks in advance or such shorter period as is mutually agreed between the Employer and a local chapter representative of the Union. The Employer shall allow a representative of the Union to reproduce a copy of the posted shift schedule which is inclusive of changes made by mutual agreement.
- 41A.06 Except in cases of emergency or by mutual agreement between the Employee and the Employer, shift schedules for Regular Employees shall provide for:
 - (a) at least two (2) consecutive days of rest per week;
 - (b) not be scheduled to work more than four (4) consecutive extended shifts;
 - (c)
 - (i) at least twenty-two and one-half (22 1/2) hours off duty at a shift changeover;
 - (ii) Except when application of this Article is waived by mutual agreement between the Employee and the Employer, if an Employee is required by the Employer to change shifts without receiving twenty-two and one-half (22 1/2) hours off duty, the Employee shall be entitled to premium payment of two times (2X) their Basic Rate of Pay for the first (1st) tour of duty on the new shift;
 - (iii) two (2) weekends off duty in each four (4) week period. "Weekend" shall mean a Saturday and the following Sunday. The

period of time off must be at least fifty-nine (59) hours;

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

41A.07 Employees shall be aware that, in the course of their regular duties, they may be required to work on various shifts throughout the twenty-four (24) hour period of the day and the seven (7) days of the week. The first (1st) shift of the working day shall be the one wherein the majority of hours worked fall between twenty-four hundred (2400) hours and zero eight hundred (0800) hours.

41A.08 (a) A request by an Employee to work nights only shall not be unreasonably denied, provided however that the Employer shall have the right to assign periods of day duty for the purpose of evaluations and maintaining proficiency totaling not more than one hundred sixteen and one-quarter (116 1/4) regular hours worked in a calendar year. An Employee who has requested to work nights only may alter such request only after:

- (i) having worked such shift pattern for a minimum of twelve (12) months; and
- (ii) upon giving written notice to the Employer.

(b) Upon receiving a request or requests to revert under Article 41A.08(a) the Employer shall provide all other Employees working nights only shift patterns on the schedule notice of the reversion request to determine whether or not they also wish to revert, commencing with the posting of the revised shift schedule in Article 41A.05. Such notice will be provided regardless of how long the other Employees on the schedule have worked in those shift patterns. The Employer:

- (i) shall post a revised shift schedule to become effective within fourteen (14) weeks of receiving the initial request(s); and
- (ii) shall not be required to revise the shift schedule more than once in any twelve (12) month period, commencing from the revised shift schedule's implementation date.

(c) An application under Article 11: Appointments and Transfers, in response to a nights only position constitutes an Employee request for the purposes of Article 41A.08(a).

(d) Employees who are required to rotate shifts shall be assigned day duty at least one-half (1/2) of the time during the shift cycle, provided that in the event of an emergency or where unusual circumstances exist, an Employee may be assigned to such shift as may be necessary. For the purpose of applying the foregoing, an Employee will be deemed to have been assigned day duty for those periods of time absent on vacation or on or for a Named Holiday, that would have, except for such absence, been day duty to which the Employee would have been assigned in accordance with the shift schedule. Scheduled days of rest shall not be

considered as day duty for the purpose of applying this provision.

- 41A.09 (a) Employees may exchange shifts among themselves, provided that:
- (i) the exchange is agreed to, in writing, between the affected Employees;
 - (ii) prior approval of such exchange has been given by the Employee's immediate supervisor;
 - (iii) such exchange must not result in additional costs for the Employer when compared to the Employee's pre-exchange schedule.
- (b) Where such a request is made in writing, the Employer's reply shall also be in writing no more than seven (7) days after the request is made.
- (c) Such exchange shall be recorded on the shift schedule.
- (d) Such exchange shall not be deemed a violation of the provisions of this Collective Agreement.
- 41A.10 When an Employee reports for work as assigned, and is directed by the Employer to leave, the Employee shall be compensated for the inconvenience by a payment equivalent to three (3) hours pay at their Basic Rate of Pay.
- 41A.11 A Regular Employee shall not be scheduled to work more than two (2) different shifts between scheduled days off except as mutually agreed between the Employer and the Employee.
- 41A.12 Except when application of this Article is waived by mutual agreement between the Employee and the Employer, where an Employee's scheduled days off are changed without fourteen (14) calendar days' notice, the Employee shall be paid at two times (2X) for all hours worked on what should otherwise have been their off duty days.
- 41A.13 Except when application of this Article is waived by mutual agreement between the Employee and the Employer, if, in the course of a posted schedule, the Employer changes an Employee's scheduled shift, but not their scheduled days off, the Employee shall be paid at the rate of two times (2X) their Basic Rate of Pay for all hours worked during the first (1st) shift of the changed schedule, unless fourteen (14) calendar days' notice of such change has been given.
- 41A.14 On the date fixed by proclamation, in accordance with the *Daylight Savings Time Act*, of conversion to Mountain Standard Time, regular hours of work shall be extended to include the resultant additional hour with additional payment due therefor at the applicable overtime rate. On the date fixed by said *Act* for the resumption of Daylight Savings Time, the resultant reduction of one (1) hour in the shift involved shall be effected with the appropriate deduction in regular earnings.
- 41A.15 (a) Employees may work flexible hours by mutual agreement between the

Employee and Employer, whereby at a mutually agreeable time the Employer will provide and that Employee shall take time off:

- (i) for those hours worked during the normal rest period; and

- (ii) in place of overtime pay for those hours worked in excess of eleven and one-quarter (11 1/4) hours in a shift or thirty-eight point seven nine (38.79) hours in a week averaged over one (1) cycle of this shift schedule;

in which event Articles 41A.03(a), 41A.05 and 41A.06 and 13 shall have no application.

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

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

41A.16 Overtime

- (a) Amend Article 13.01(a) to read:

13.01 (a) Overtime is all time authorized by the Employer and worked by a Regular Employee in excess of the regularly scheduled daily hours in compliance with Article 41A.03(a) or on scheduled days of rest for Full-time Employees. The Employer will provide on each ward or unit overtime forms which are to be signed by the designated authorizing person and a copy shall be given to the Employee at the time the overtime is worked.

41A.17 Shift Differential

- (a) Amend Article 16 to add:

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

41A.18 Named Holidays

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

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

- (b) Amend Article 22.03 to read:

22.03 Notwithstanding Article 2.13, an Employee required to work on a Named Holiday shall be paid for all hours worked on a Named Holiday at one and one-half times (1 1/2X) their Basic Rate of Pay,

excepting where another premium (i.e. overtime) would provide a greater monetary benefit, plus:

- (a) an alternate day or hours off at a mutually agreed time; for which the Employee will be paid seven and three-quarter (7 3/4) hours pay at their Basic Rate of Pay; or
- (b) by mutual agreement, a day or hours off added to the Employee's next annual vacation.
- (c) failing mutual agreement of the alternate day off to be scheduled within thirty (30) calendar days following the Named Holiday, the Employee will be paid seven and three-quarter (7 3/4) hours at their Basic Rate of Pay.
- (d) Employees obliged to work on Christmas Day or August Civic Holiday shall be paid for all hours worked on the Named Holiday at two times (2X) the Basic Rate of Pay plus:
 - (i) an alternate day off at a mutually agreed time;
 - (ii) by mutual agreement, a day added to the Employee's next annual vacation; or
 - (iii) failing mutual agreement of the alternate day off to be scheduled within thirty (30) calendar days following the Named Holiday, the Employee will be paid seven and three-quarter (7 3/4) hours at their Basic Rate of Pay.
- (e) Alternate days off pursuant to Articles 22.03 and 22.04 not taken as of the first pay period after March 1st every year shall be paid out at the Basic Rate of Pay.

41A.19

Sick Leave

- (a) Amend Article 25.02 to read:

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

In the case of:

- (a) illness;
- (b) injury;
- (c) layoff;
- (d) leave of absence;
- (e) unpaid leave while in receipt of weekly indemnity as provided for by the short-term disability insurance plan or

the long-term disability insurance plan;

- (f) periods while in receipt of compensation from the Workers' Compensation Board;

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

- (b) Amend Article 25.06 to read:

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

41A.20

Leave of Absence

- (a) Amend Article 27.07(a) to read:

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

- (ii) The Employee shall suffer no loss of regular earnings for the first five (5) calendar days, to a maximum of thirty-eight and three-quarter (38 3/4) paid hours. The Employer may extend bereavement leave by up to two (2) additional days, to a maximum of fifteen and one-half (15 1/2) paid hours, where travel is required. Bereavement leave may include normal days off and/or vacation but no additional payment is due therefore.

- (b) In the event of a death of another relative or close friend, the Employer may grant up to one (1) working day off with pay, to a maximum of seven and three-quarter (7 3/4) hours paid, to attend the funeral services.

CONSEQUENTIAL AMENDMENTS AS REQUIRED

ARTICLE 41B

EXTENDED WORK DAY - PART-TIME EMPLOYEES

- 41B.01 (a) Where the Parties to this Collective Agreement agree to implement a system employing an extended work day and resultant compressed work week, they shall evidence such Collective Agreement by signing a document indicating those affected positions where such Collective Agreement applies. The list of affected positions may be amended from time-to-time by agreement of the Parties. Such list shall indicate for each unit whether this list applies to Full-time Employees, Part-time Employees or both.
- (b) Affected positions may be deleted from the list referred to in Article 41B.01(a) by either Party providing the other Party with twelve (12) weeks' notice in writing of such intent or such shorter period as is mutually agreed between the Employer and a local chapter representative of the Union.
- 41B.02 (a) The Employer and the Union acknowledge and confirm that, with the exception of those amendments hereinafter specifically detailed, when the extended work day is implemented in an affected position all other Articles of this Collective Agreement shall remain in full force and effect as between the Parties.
- (b) Where an Employee works a shift schedule that consists of a combination of extended shifts and shifts of seven and three-quarter (7 3/4) hours or less, the provisions of this Article shall apply to all scheduled shifts.
- (c) Except where overtime is necessitated, maximum on-site hours shall not exceed twelve and one-quarter (12 1/4) hours per day, as determined by the start and finish times of the shift.

Hours of Work

The following provisions replace Articles 29 and 30:

- 41B.03 (a) Regular hours of work for Part-time Employees, exclusive of meal periods, shall be up to eleven and one-quarter (11 1/4) hours in any day. The ratio of work days to non-work days shall not exceed 7:7 in a six (6) calendar week period beginning on the first (1st) day of the first (1st) pay period following ninety (90) days after the ratification date.
- (b) Regular hours of work shall be deemed to:
- (i) include one (1) rest period of fifteen (15) minutes during each full period of three point eight seven (3.87) hours; and
 - (ii) exclude at least one (1) and a maximum of two (2) thirty (30) or thirty-five (35) minute meal periods as scheduled by the Employer.

Two (2) or more meal breaks or rest periods may be combined by agreement between the Employee and the Employer.

- 41B.04 (a) Notwithstanding that the meal break is to be excluded in the calculation of regular hours of work, if the Employer requires an Employee to be readily available for duty during their meal period, the Employee shall be so advised in advance and be paid for that meal period at their Basic Rate of Pay.
- (b) If an Employee is recalled to duty or if the Employer requires an Employee to work during their meal period or rest period the Employee shall be given a full meal period or rest period later in their shift, or, where that is not possible, be paid for the meal period or rest period as follows:
- (i) for a rest period, at two times (2X) her Basic Rate of Pay; or
 - (ii) for a meal period for which the Employee is entitled to be paid in accordance with Article 41B.04(b)(i), at two times (2X) their Basic Rate of Pay; or
 - (iii) for a meal period for which the Employee is not otherwise entitled to be paid, at two times (2X) their Basic Rate of Pay.
- 41B.05 Subject to Articles 41B.10 and 41B.11, shift schedules shall be posted twelve (12) weeks in advance or such shorter period as is mutually agreed between the Employer and a local chapter representative of the Union. The Employer shall allow a representative of the Union to reproduce a copy of the posted shift schedule which is inclusive of changes made by mutual agreement in accordance with Article 29.06(a).
- 41B.06 Except in cases of emergency or by mutual agreement between a Part-time Employee and the Employer:
- (a) not be scheduled to work more than four (4) consecutive extended shifts;
 - (b)
 - (i) shift schedules shall provide for at least twenty-two and one-half (22 1/2) hours off duty at a shift changeover;
 - (ii) Except when application of this Article is waived by mutual agreement between the Employee and the Employer, if an Employee is required by the Employer to change shifts without receiving twenty-two and one-half (22 1/2) hours off duty, the Employee shall be entitled to premium payment of two times (2X) their Basic Rate of Pay for the first (1st) tour of duty on the new shift;
 - (iii) an Employee shall not be scheduled to work on two (2) weekends in each four (4) week period. "Weekend" shall mean a Saturday and the following Sunday. The period of time off must be at least fifty-nine (59) hours;
 - (iv) an Employee will not be required to work split shifts except

by mutual agreement between the Employee and the Employer.

41B.07 Employees shall be aware that, in the course of their regular duties, they may be required to work on various shifts throughout the twenty-four (24) hour period of the day and the seven (7) days of the week. The first (1st) shift of the working day shall be the one wherein the majority of hours worked fall between twenty-four hundred (2400) hours and zero eight hundred (0800) hours.

41B.08 (a) A request by an Employee to work nights only shall not be unreasonably denied, provided however that the Employer shall have the right to assign periods of day duty for the purpose of evaluation and maintaining proficiency totalling not more than one hundred sixteen and one-quarter (116 1/4) regular hours worked in a calendar year. An Employee who has requested to work nights only may alter such request only after:

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

(ii) upon giving written notice to the Employer.

(b) Upon receiving a request or requests to revert under Article 41B.08(a) the Employer shall provide all other Employees working nights only shift patterns on the schedule notice of the reversion request to determine whether or not they also wish to revert, commencing with the posting of the revised shift schedule in Article 41B.05. Such notice will be provided regardless of how long the other Employees on the schedule have worked in those shift patterns. The Employer:

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

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

(c) An application under Article 11: Appointment and Transfers, in response to a nights-only position constitutes an Employee request for the purposes of Article 41B.08(a).

(d) Employees who are required to rotate shifts shall be assigned day duty at least one-half (1/2) of the time during the shift cycle, provided that in the event of an emergency or where unusual circumstances exist, an Employee may be assigned to such shift as may be necessary. For the purpose of applying the foregoing, an Employee will be deemed to have been assigned day duty for those periods of time absent on vacation or on or for a Named Holiday, that would have, except for such absence, been day duty to which the Employee would have been assigned in accordance with the shift schedule. Scheduled days of rest shall not be

considered as day duty for the purpose of applying this provision.

- 41B.09 (a) Employees may exchange shifts among themselves, provided that:
- (i) the exchange is agreed to, in writing, between the affected Employees;

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

41B.10 In the event an Employee's scheduled shift is cancelled with less than fourteen (14) days' notice, a make-up shift shall be scheduled for the next following cycle of the shift schedule. When an Employee reports for work as assigned, and is directed by the Employer to leave, the Employee shall be compensated for the inconvenience by a payment equivalent to three (3) hours' pay at their Basic Rate of Pay.

41B.11 Except when application of this Article is waived by mutual agreement between the Employee and the Employer, if, in the course of a posted schedule, the Employer changes an Employee's scheduled shift, the Employee shall be paid at the rate of two times (2X) their Basic Rate of Pay for all hours worked during the first (1st) shift of the changed schedule, unless fourteen (14) calendar days' notice of such change has been given.

- 41B.12
- (a) A Part-time Employee may work additional shifts.
 - (b) Where a Part-time Employee volunteers or agrees when requested to work additional shifts, the Employee shall be paid their basic rate for such hours, or if applicable, at the overtime rate(s) provided in Article 30.02:
 - (i) for those hours worked in excess of eleven and one-quarter (11 1/4) hours in a day; or
 - (ii) for work performed by the Employee on days in excess of the work ratio referred to in Article 41B.03.
 - (c) Where the Employer requires a Part-time Employee to work without their having volunteered or agreed to do so, the Employee shall be paid the applicable overtime rate provided in Article 30.02.
 - (d) At the time additional work is being offered, the Employee shall be responsible for advising the Employer that the Employee will be in an overtime situation if their 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.

41B.13 On the date fixed by proclamation, in accordance with the *Daylight Savings Time Act*, of conversion to Mountain Standard Time, regular hours of work shall be extended to include the resultant additional hour with additional payment due therefor at the applicable overtime rate. On the date fixed by said *Act* for the resumption of Daylight Savings Time, the resultant reduction of one (1) hour in the shift involved shall be effected with the appropriate deduction in regular earnings.

- 41B.14 (a) Regular Part-time Employees may work flexible hours by mutual agreement between the Employee and Employer, whereby at a mutually agreeable time the Employer will provide and the Employee shall take time off:
- (i) for those hours worked during the normal rest period; and
 - (ii) in place of overtime pay for those hours worked in excess of eleven and one-quarter (11 1/4) hours in a day or in excess of the work ratio referenced in Article 41B.03(a),
- in which event Articles 41B.03(a), 41B.05, 41B.06 and 13 shall have no application.
- (b) The Employee shall be paid for the time taken off in place of overtime pay at the same rate the Employee would have been paid wages had the Employee worked those hours on a normal working day.
- (c) If time off in place of overtime pay is not provided and taken in accordance with the foregoing, the Employee will be paid overtime pay in accordance with Article 13: Overtime.

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

41B.15 **Overtime**

- (a) Amend Article 30.02(a) to read:
- 30.02 (a) The overtime rate of two times (2X) shall be paid for work authorized by the Employer and performed by the Employee in excess of the regularly scheduled daily hours or on days in excess of the work ratio referred to in Article 41B.03, as applicable. The Employer shall provide on each ward or unit overtime forms which are to be signed by the designated authorized person and a copy shall be given to the Employee at the time the overtime is worked.

41B.16 **Shift Differential**

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

41B.17

Leaves of Absence

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

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

(ii) Spouse shall include common-law and/or same-sex relationship. Step-parent, step-children, step-brother and step-sister shall be considered as members of the Employee's immediate family. The Employee shall suffer no loss of regular earnings for the first five (5) calendar days, to a maximum of thirty eight and three-quarter (38 3/4) paid hours. The Employer may extend bereavement leave by up to two (2) additional days, to a maximum of fifteen and one-half (15 1/2) paid hours, where travel is required. Bereavement leave may include normal days off and/or vacation but no additional payment is due therefore.

(b) In the event of a death of another relative or close friend, the Employer may grant up to one (1) working day off with pay, to a maximum of seven and three-quarter (7 3/4) hours paid, to attend the funeral services.

41B.18

Named Holidays

(a) Amend Article 30.06 to read:

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

(i) one and one-half times (1 1/2X) their Basic Rate of Pay for work performed up to the regularly scheduled daily hours, as specified in Article 41B.03;

(ii) two and one-half times (2 1/2X) their Basic Rate of Pay for work performed in excess of the regularly scheduled daily hours, as specified in Article 41B.03.

(iii) Employees obliged to work on Christmas Day or August

Civic Holiday shall be paid for all hours worked on the Named Holiday at two times (2X) the Basic Rate of Pay.

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

41B.19

Sick Leave

- (a) Amend Article 30.13 to read:

30.13 Part-time Employees shall accumulate sick leave benefits on the basis of eleven point six two five (11.625) hours per month, pro-rated on the basis of the hours worked by the Part-time Employee, in relation to the regularly scheduled hours worked for Full-time Employees, such Employees shall not be entitled to apply sick leave credits for additional shifts pursuant to Article 41B.12.

In the case of:

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

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

- (b) Amend Article 30.17 to read:

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

CONSEQUENTIAL AMENDMENTS AS REQUIRED

ARTICLE 41C

EXTENDED WORK DAY - CASUAL EMPLOYEES

- 41C.01 A Casual Employee may be called or required for an extended work day shift in accordance with Articles 41A.03 and 41B.03. In such case, work in excess of seven and three-quarter ($7 \frac{3}{4}$) hours shall be regarded as overtime except where the Casual Employee replaces another Employee in an extended work day position.

NEW

ARTICLE 46

JOB SECURITY

NEW

46.01

Job Security

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

Main Salary Schedule

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%).

~~April 1, 2017 – 0% increase~~

~~April 1, 2018 – 0% increase~~

~~April 1, 2019 – Matching wage grid percentage changes to those achieved between Alberta Health Services and AUPE Auxiliary Nursing, either through negotiations or interest arbitration process as contained in the 2019 Wage Re-Opener process within the Collective Agreement referenced above.~~

Assisted Living Aide Home Health Aide Home Support Aides	Home Support Worker Nursing Attendant Rehabilitation Attendant					Rehabilitation Care Worker Residential Care Aides Residential Support Worker		
	1	2	3	4	5	6	7	8
	Current (01-Apr-16)	\$19.92	\$20.96	\$21.64	\$22.29	\$23.02	\$23.53	\$24.21
Educational Allowance	\$19.92	\$20.96	\$21.64	\$22.29	\$23.02	\$23.53	\$24.21	\$24.95

Health Care Aide	1	2	3	4	5	6	7	8
Current (01-Apr-16)	\$19.92	\$20.96	\$21.64	\$22.29	\$23.02	\$23.53	\$24.21	
Certified		\$20.96	\$21.64	\$22.29	\$23.02	\$23.53	\$24.21	\$24.95

Mental Health Aide	Psychiatric Aide					Recreation Aide
	1	2	3	4	5	
Current (01-Apr-16)	\$21.74	\$22.67	\$23.56	\$24.47	\$25.34	

Client Care Assistant	1	2	3	4	5
Current (01-Apr-16)	\$22.75	\$23.55	\$24.41	\$25.30	\$26.26

Mental Health Therapy Assistant	1	2	3	4	5
Current (01-Apr-16)	\$23.23	\$24.16	\$25.16	\$26.11	\$27.06

Drop-In Centre Supervisor	1	2	3	4	5
Current (01-Apr-16)	\$24.32	\$25.32	\$26.33	\$27.33	\$28.30

	Community Health Representative Worker Mental Health Support Worker Occupational Therapy Assistant			Physiotherapy Assistant Rehabilitation Assistant Speech Assistant		
	1	2	3	4	5	6
Current (01-Apr-16)	\$23.57	\$24.59	\$25.56	\$26.59	\$27.57	\$28.54

	Licensed Practical Nurse			Personal Support Coordinator				
	1	2	3	4	5	6	7	8
Current (01-Apr-16)	\$26.45	\$27.60	\$28.70	\$29.82	\$30.94	\$32.01	\$33.30	\$34.63

	Operating Room Technician							
	1	2	3	4	5	6	7	8
Current (01-Apr-16)	\$27.73	\$28.92	\$30.08	\$31.25	\$32.53	\$33.57	\$34.94	\$36.34

	Orthopaedic Technician								
	1	2	3	4	5	6	7	8	9
Current (01-Apr-16)	\$34.23	\$35.45	\$36.72	\$38.02	\$39.36	\$40.77	\$42.23	\$43.56	\$45.08

NOTE: THIS LOU IS IMPACTED BY OTHER UNION PROPOSALS TO SUSPEND ARTICLE 33, LOU #3 AND LOU #12

LETTER OF UNDERSTANDING #3

BETWEEN

COVENANT HEALTH

(hereinafter referred to as the Employer)

- and -

ALBERTA UNION OF PROVINCIAL EMPLOYEES

(hereinafter referred to as the Union)

RE: SEVERANCE

1.
 - (a) Severance will be offered as a result of organizational changes that result in the permanent reduction in the number of Regular Employees in the bargaining unit.
 - (b) Notwithstanding paragraph 1(a) above, severance shall not be offered where the permanent reduction in the number of Regular Employees in the bargaining unit occurs as a result of:
 - (i) a Regular Employee exercising their rights under the Letter of Understanding re: Decreasing or Increasing Regular Hours of Work; or
 - (ii) a Regular Employee's position moving or being moved into a different functional bargaining unit.
2. The Employer will select one (1) of, or a combination of, the following severance options to be offered to eligible Regular Employees, as defined in paragraph 3 of this Letter of Understanding:

Option I

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

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

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

Option II

- (a) A Regular Full-time Employee shall be eligible for severance notice of two (2) weeks for each full year of continuous employment to a maximum of forty (40) weeks, during which the Employee shall continue to work.
 - (b) A Regular Part-time Employee shall be eligible for severance notice of two (2) weeks for each full period of one thousand eight hundred thirteen and one-half (1,813 1/2) hours of work to a maximum of forty (40) weeks, during which the Employee shall continue to work.
 - (c) Regular Employees provided severance notice under this Option will be granted leave of absence with pay for the purpose of attending job interviews provided that advance notice is given to the Employer.
3. A Regular Employee who has been laid off in accordance with Article 33.13 and for whom no alternate vacant position is available pursuant to Article 33, shall have the option to select either of:
- (a) layoff with the placement and recall rights as specified in Article 33 of the Collective Agreement; or
 - (b) severance as offered by the Employer in accordance with this Letter of Understanding.
4. A Regular Employee who accepts severance pay as described in Option I above, shall have terminated their employment, with no further rights to recall.
5. A Regular Employee who accepts severance notice as described in Option II above shall terminate their employment, with no further rights to recall at the conclusion of the notice period.
6. An Employee who has been terminated for just cause or who has resigned or retired shall not be eligible for severance.
7. A Regular Employee who receives notice of layoff shall have fourteen (14) calendar days from the date the notice of layoff is issued to advise the Employer, in writing, that the Employee wishes to take the Severance Option offered by the Employer. Any Employee who does not advise the Employer, in writing of the Employee's decision to accept severance shall be deemed to have selected layoff in accordance with Article 33 of this Collective Agreement.
8. (a) Employees who select severance will not be eligible for rehire by any Employer who is a Party to a Collective Agreement containing this provision, or any Employer or agency funded directly or indirectly by the Employer paying the severance, for the period of the severance (which for the purpose of clarity means the period of time equal to the number of weeks of severance paid to the

Employee).

- (b) The Employee may be considered for hire by an Employer referred to in paragraph 8(a) provided they repay the Employer from whom severance was received, the difference, if any, between the time they were unemployed and the length of time for which the severance was paid.
- 9. Severance pay or notice provided under this Letter of Understanding shall be deemed to be inclusive of any and all legislative requirements for termination notice.
- 10. This Letter of Understanding shall apply over a period of time beginning the date on which the Parties exchange notice of ratification for this Collective Agreement and ending March 31, 2020, or upon the date of ratification of the next Collective Agreement, whichever is later.

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

LETTER OF UNDERSTANDING #6

BETWEEN

COVENANT HEALTH

(hereinafter referred to as the Employer)

- and -

ALBERTA UNION OF PROVINCIAL EMPLOYEES

(hereinafter referred to as the Union)

RE: HEALTH CARE AIDE CLASSIFICATION

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

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

Health Care Aide	1	2	3	4	5	6	7	8
April 1, 2016	\$19.92	\$20.96	\$21.64	\$22.29	\$23.02	\$23.53	\$24.21	
Certified		\$20.96	\$21.64	\$22.29	\$23.02	\$23.53	\$24.21	\$24.95

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

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

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

4. (a) An Employee who is placed on the Non-Certified pay grade and during the time of this Collective Agreement successfully obtains the HCA certificate shall be moved to the “Certified” pay grade and advanced one (1) increment. Such

increment shall be paid from the date the Employee provides proof of qualification.

- (b) For Regular Full-time Employees, the date as determined by paragraph 4(a) above shall become the Employee's anniversary date for increment purposes.
 - (c) Part-time and Casual Employees shall be entitled to a further increment following the completion of one thousand eight hundred thirteen and one half (1,813 ½) hours worked from the date determined by paragraph 4(a) above.
5. An Employee shall be eligible for a maximum of one (1) increment increase in the application of this Letter of Understanding.
 6. HCAs who have previously received an Education Allowance through the application of LOU #4 Re: Administration of Educational Allowance in the Collective Agreement which expired on March 31, 2015 shall not be eligible for any additional increases as a result of the application of this Letter of Understanding.
 7. This Letter of Understanding expired March 31, 2020.

NOTE: THIS ARTICLE IS IMPACTED BY OTHER UNION PROPOSALS TO SUSPEND ARTICLE 33 LOU #3

LETTER OF UNDERSTANDING #8

BETWEEN

COVENANT HEALTH and Alberta Health Services

(hereinafter referred to as the Employer)

- and -

ALBERTA UNION OF PROVINCIAL EMPLOYEES

(hereinafter referred to as the Union)

RE: TRANSFER AND SEVERANCE OFFERING

The Parties agree that:

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

Transfers

2. For the purpose of this Letter of Understanding, the term "program" includes services or a part of a program or service.

(a) When a program is transferred from one (1) site (Sending Employer) to the other Employer (Receiving Employer), Employees directly affected by the transfer shall be entitled to transfer to available positions created at the Receiving Employer as a result of the transfer, provided Employees have the ability to perform the work at the Receiving Employer.

DEL ~~(b) If there are insufficient positions available, in total, between vacancies at the Sending Employer and additional positions at the Receiving Employer, a severance offering shall be made to Employees directly affected by the transfer between Employers, available up to a maximum of the difference between the total full-time equivalencies (FTEs) available, and the total FTEs being reduced. The severance offering shall be in accordance with Point 3 below.~~

DEL ~~(c) When a program is transferred from one (1) Employer to another, and there will be layoffs following a severance offering as a result of the transfer, layoffs shall occur at the Sending Employer.~~

(d) When a program is transferred from one (1) Employer to the other, the Employer at the Sending Site (Sending Employer) shall first seek Employees from the program who wish to transfer voluntarily to available positions at the Receiving Employer, provided they have the ability to perform the work. An Employee shall have the right to request not to transfer, by providing the Sending Employer with the reasons for not wanting to transfer. Such request shall not be unreasonably denied, but where the granting of the request would jeopardize the viability of the program, the request may be denied, and the Sending Employer may require Employees to transfer to available positions at the other Employer, to the extent necessary to ensure the viability of the program, beginning with the least senior Employees affected by the transfer, subject to their ability to perform the work. In the event of denial of a request not to transfer, the Employee shall have the right to submit a dispute in accordance with the procedure in Article 38: Grievance Procedure.

(e) In circumstances where the Sending Employer has no other viable option, or where mutually agreed by the Sending Employer and the Union, the Employee shall be required to undergo the transfer until the dispute is decided.

DEL

~~(f) Employees who transfer with a program pursuant to paragraph 2(d) above are transferring to positions which would not have been available to Employees on recall.~~

(g) When a transfer of a program occurs, the Sending Employer shall advise affected Employees and the Union at least twenty-one (21) days in advance of the transfer. Within five (5) days of receipt of notice, Employees shall advise the Sending Employer whether or not they wish to transfer, subject to paragraph 2(d) above.

(h) Employees who transfer with a program shall not be required to re-serve probation periods or waiting periods for benefit plans, and shall transfer their accrued seniority and pension entitlements, and their unused vacation and illness leave. Such Employees' seniority and other transferred entitlements shall be converted to entitlements at the Receiving Employer, and shall accumulate after the transfer in accordance with Collective Agreement provisions at the Receiving Employer.

DEL

~~(i) Subject to the application of paragraph 2(d) above, Employees who elect not to transfer and those not able to move or remain with their program, will be provided with the appropriate notice and access to the appropriate layoff or displacement provisions in their respective Collective Agreement. All transferring positions will be included as available vacancies to the respective layoff/recall process.~~

(j) When there is more than one (1) Sending Site the principle of proportionality shall apply to filling of positions at the Receiving Employer. Positions shall be offered first to eligible Employees of the transferring program in proportion to

the number of FTE positions directly affected by the transfer.

For example, if the Misericordia Hospital (Community Health Centre) will reduce by six (6) FTEs in a directly affected program, and the Grey Nuns Hospital (Community Health Centre) will reduce by four (4) FTEs, then as a guideline, sixty percent (60%) of the positions at the Receiving Employer would be offered to eligible Misericordia Employees and forty percent (40%) would be offered to eligible Grey Nuns Employees.

- (k) The Parties may enter into individual, specific transfer agreements consistent with the terms herein. However, in the absence of an individual transfer agreement, the terms herein shall apply to a program transfer.

DEL Severance

- ~~3. (a) The timing and extent of application periods for the severance offering upon transfers between sites shall be determined by the Sending Employer. The program, when offered by the Sending Employer, shall be open to all eligible Regular Part-time and Full-time Employees employed and working in a regular position as of the date of the program offering, and directly affected by the program transfer between Employers.~~
- ~~(b) An approved severance shall be calculated as follows:
 - ~~(i) the equivalent of two (2) weeks regular salary for each full year of continuous service to a maximum payment of forty (40) weeks;~~
 - ~~(ii) regular salary = (regularly scheduled hours of work as at date of application for the program) X (Basic Rate of Pay);~~
 - ~~(iii) for the purposes of the program, continuous service will be calculated from the last date of hire recognized with the Sending Employer.~~~~
- ~~(c) The Sending Employer shall have the right to accept or reject any application for severance based on operational requirements. Subject to operational requirements, and the application of paragraph 2(d) above, if there are more Employees wishing to take severance than there are positions to be eliminated, severance will be granted in order of seniority. Severance will not be approved if termination of the Employee does not directly result in the permanent elimination of the Regular Employee's FTE, or a comparable FTE. The Sending Employer reserves the right to determine the date of termination and, once approved, the decision to take severance and terminate employment is irrevocable.~~
- ~~(d) Employees on full layoff shall not be eligible to apply for severance. The Sending Employer will only consider a severance application from an Employee on sick leave, WCB or LTD where the Employee has provided medical evidence to the Sending Employer that they are fit to return to work.~~

~~(e) Regular Employees whose applications for severance are approved will terminate their employment and have no right of recall under the applicable Collective Agreement or this Letter of Understanding. Employees whose applications for severance are approved will not be eligible for rehire by the Sending Employer, the Receiving Employer, or any Employer funded directly or indirectly by the Sending or Receiving Employer, for the period of severance. Employees may be considered for hire by any of the Employers noted above, provided they repay the Sending Employer the difference, if any, between the time they were unemployed and the length of time for which the severance was paid.~~

NOTE: THIS ARTICLE IS IMPACTED BY OTHER UNION PROPOSALS IN ARTICLE 29

LETTER OF UNDERSTANDING #10

BETWEEN

COVENANT HEALTH

(hereinafter referred to as the Employer)

- and -

ALBERTA UNION OF PROVINCIAL EMPLOYEES

(hereinafter referred to as the Union)

RE: ADDITIONAL SHIFTS

WHEREAS the Parties recognize that additional shifts are necessary to efficient operations; and

WHEREAS the Parties recognize the desire of some Part-time Employees to work additional shifts; and

WHEREAS the Parties recognize the need to maintain an adequate and competent Casual pool; and

WHEREAS the Parties acknowledge that while there are some additional shifts that are known in advance (Pre-booked Shifts), there are also additional shifts that become available on a daily basis;

THEREFORE THE PARTIES AGREE to the following:

1. Each Site will implement a standardized process (timelines) to schedule Pre-booked Shifts (the Process).
2. The Process will be provided to the Union within 60 days of ratification of the Collective Agreement.
3. The Process will include
 - a. A defined period during which Part-time and Casual Employees will provide their availability for additional shifts to the staffing resource for the pre-booking period;
 - b. Except where there are Employees on Recall, the staff resource will offer the Pre-booked Shifts to Employees, on following basis, and order:
 - i. Part-time Employees (based on: seniority)
 - ii. Casual Employees (based on: as equitable as possible).
4. Shifts that are booked are not guaranteed. Either the Employer or the Employee may cancel these shifts.

5. This LOU shall only apply to Pre-booked Shifts, and not those shifts that become available following that period. Opportunities for other types of additional hours of work that become available outside of the pre-booking process shall be distributed equitably among the Regular Part-time Employees and the Casual Employees who have requested additional hours of work.

**NOTE: THIS LOU IS IMPACTED BY OTHER UNION PROPOSALS TO SUSPEND ARTICLE 33,
LOU #3 AND LOU #12**

LETTER OF UNDERSTANDING #12

BETWEEN

COVENANT HEALTH

(hereinafter referred to as the Employer)

- and -

ALBERTA UNION OF PROVINCIAL EMPLOYEES

(hereinafter referred to as the Union)

RE: METHOD OF RECALL

WHEREAS the Parties have made changes to the language of Article 33: Layoff and Recall;

THEREFORE THE PARTIES AGREE to use the following to recall Employees:

1. The method of recall, to a position, shall, where possible, be by email to the Employee's Covenant Health email address.
2. Employees will notify the Employer if they will not have access to email and will provide an alternate method of contact.
3. Once recalled, Employees notified will report for work as directed but in any event shall notify the Employer of their intent no later than five (5) days following the date the email was sent.
4. The parties will meet prior to the expiration of this Collective Agreement to evaluate the effectiveness of email notification

This Letter of Understanding will expire on March 31, 2020.

AMEND

LETTER OF UNDERSTANDING # 14

BETWEEN

COVENANT HEALTH

(hereinafter referred to as the Employer)

- and -

ALBERTA UNION OF PROVINCIAL EMPLOYEES

(hereinafter referred to as the Union)

RE: BENEFITS

Further to Article 24.01, effective the first (1st) of the month following sixty (60) days after the date of ratification, the coverage under 24.01(b)(v) the Alberta Blue Cross Supplementary Benefit Plan will be amended as follows:

- 100% direct bill coverage for the Intermittent Glucose Monitoring System;
- Increase coverage for hearing aids to a maximum of five hundred dollars (\$500.00) every 24 months;
- Increase coverage for Chartered Psychologist, Master of Social Work and Certified Addictions/ Drug Counsellor to \$50 per visit to a maximum of **one thousand dollars (\$1000.00)** ~~seven hundred dollars (\$700.00)~~ per benefit year;
- Increase for physiotherapy coverage to fifty dollars (\$50.00) per visit to a maximum of **one thousand dollars (\$1000.00)** ~~seven hundred dollars (\$700.00)~~ per benefit year.
- Increase for massage coverage to **\$50/visit with a maximum of \$1,000 annually.**
- 100% eye exams
- Acupuncture \$50 per visit to a maximum of \$1000.00 annually.
- Chiropractic \$50 per visit to a maximum of \$1000.00 annually.
- Pre-loaded benefit card to use for benefits.

DELETE

LETTER OF UNDERSTANDING #15

BETWEEN

COVENANT HEALTH

(hereinafter referred to as the Employer)

-and-

ALBERTA UNION OF PROVINCIAL EMPLOYEES

(hereinafter referred to as the Union)

~~Whereas the Employer has embarked upon and continues to embark on the "Operational Best Practice" program, while maintaining a focus on quality care:~~

~~And whereas the outcomes of such an effort could lead to organizational change that may result in adjustments within the Auxiliary Nursing Bargaining Unit;~~

~~The Parties agree to the following:~~

- ~~1. That there will be no involuntary loss of employment for Employees in the Auxiliary Nursing Bargaining Unit as a result of "Operational Best Practice".~~
- ~~2. That Employees will "remain whole" and where an Employee is faced with an involuntary reduction to their earnings, excluding shift/weekend differential and premiums, as a result of "Operational Best Practice", any shortfalls will be remedied (i.e. through any combination of FTE, Basic Rate of Pay and Classification).~~
- ~~3. To achieve the preceding, the Parties recognize that within "Operational Best Practice" changes:
 - ~~a. adjustments in the workforce may occur through attrition;~~
 - ~~b. in addition to Article 33 (Layoff and Recall), all retention options will be explored;~~
~~and~~
 - ~~c. the Parties agree to share all relevant information in a timely manner.~~~~
- ~~4. This Letter of Understanding shall form part of the Collective Agreement and is subject to the grievance and arbitration provisions.~~
- ~~5. This letter shall expire on March 30, 2020.~~

LETTER OF UNDERSTANDING #16

BETWEEN

COVENANT HEALTH

(hereinafter referred to as the Employer)

- and -

ALBERTA UNION OF PROVINCIAL EMPLOYEES

(hereinafter referred to as the Union)

RE: Workload Appeal Process

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

The Parties recognize that workload may fluctuate and may be impacted by numerous factors including, but not limited to: acuity, changes in patient population, seasonality, surge periods, process improvements and efficiencies, staff/ resource fluctuations, and increasing demands. As such, the Parties agree that only workload concerns that are ongoing, systemic, and long-term in nature (evidenced by the fact that the concern has continued for a minimum period of sixty (60) calendar days) may be considered as part of the Workload Appeal Process.

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

LEVEL 1

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

LEVEL 2

If the Manager and the Employee or group of Employees are unable to resolve the concern at Level 1, the Employee(s) may, within seven (7) calendar days of the response at Level 1, request in writing, that the Program Manager/ Site Administrator (or designate) undertake a further review of their workload concerns. The Program Manager/ Site Administrator (or designate) shall make the final decision regarding the workload evaluation and convey the decision to the Employee(s) in writing within twenty-one (21) calendar days.

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

Dispute Resolution:

- (a) The application of the processes of this Letter of Understanding is subject to Article 38: Grievance Procedure.
- (b) The final decision regarding the outcome of the Workload Appeal Process is ~~not~~ subject to Article 38: Grievance Procedure.

AMD

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

LETTER OF UNDERSTANDING #XX

BETWEEN

ALBERTA HEALTH SERVICES

- and -

ALBERTA UNION OF PROVINCIAL EMPLOYEES

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

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

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

Review of Job Classification and/or Job Content

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

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

Legislative Changes

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

Retroactivity

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