

EMPLOYER INGOING PROPOSAL FOR THE

Collective Agreement

between

Alberta Union of Provincial Employees

(Auxiliary Nursing)

- and -

Covenant Health

Notes:

- The Employer has utilized the current collective agreement as the base document for this proposal
- Proposed changes are identified as follows:
 - **Proposed new language is identified in red and bold type**
 - Language proposed to be deleted is identified by ~~striketrough~~
- The Employer is tabling non-monetary and monetary items
- The Employer reserves the right to table new and amended proposals following a review of the Ernst and Young report that was commissioned by the Government of Alberta.
- In some cases, proposed changes may require consequential amendments elsewhere in the collective agreement. In such cases, these consequential amendments are to be included in this proposal though may not be specifically referenced herein.
- Where this proposal indicates the desire of the Employer to discuss issues directly related to certain articles, letters of understanding or issues of a more general nature, the Employer reserves the right to table proposals at a later date
- This proposal is complete except for any errors or omissions
- The Employer reserves the right to table counter proposals in response to any proposals made by the union

This proposal is made on a “without prejudice” basis. If these proposals are not accepted, the Employer reserves the right to withdraw and/or change its position on any of the enclosed articles and/or letters of understanding.

The Employer proposes to renew the following Articles (except for any required consequential amendments) as current agreement:

- Preamble
- Article 2 – Definitions
- Article 3 – Recognition
- Article 4 – Union Membership and Dues Deduction
- Article 5 – Management Rights
- Article 7 – In-Service Programs and Professional Development
- Article 10 – Performance Appraisals
- Article 15 – Notice of Subcontracting
- Article 18 – Temporary Assignments
- Article 21 – Transportation and Subsistence
- Article 25 – Sick Leave
- Article 27 – Leave of Absence
- Article 28 – Pension Plan
- Article 34 - Discipline and Dismissal
- Article 35 – Bulletin Board Space
- Article 38 – Grievance Procedure
- Article 39 – Employee- Management Advisory Committee
- Article 40 – Uniforms
- Article 42 - Resignation and Termination
- Article 43 – Employment Insurance Premium Reductions
- Article 44 – Union Stewards
- Article 45 – Professional Fees

The Employer proposes to renew the following Letters of Understanding (except for any required consequential amendments):

- LOU # 2 – Employment in Multiple Positions
- LOU # 7 - Operating Room Technician and Orthopedic Technician Educational Opportunity
- LOU # 8 - Transfer and Severance Offering
- LOU # 10 – Additional Shifts
- LOU # 11 – Alternate Dispute Resolution Process (ADRP)
- LOU # 12 – Method of Recall
- LOU # 16 – Workload Appeal Process
- Local Conditions – Hourly Allowance for Psychiatric Aides

The Employer proposes to delete the following Letter of Understandings, as these have already been implemented:

- LOU # 9 Employee Benefit Coverage (Diabetic Coverage)
- LOU # 13 Direct Deposit
- LOU # 14 Benefits

REMOVE

The Employer will remove the following Letter of Understanding once it expires on March 30, 2020:

- Letter of Understanding #15 Operational Best Practice

ARTICLE 1
TERM OF COLLECTIVE AGREEMENT

- 1.01 Except where otherwise stated in this Collective Agreement, this Collective Agreement, including appendices hereto unless altered by mutual consent of both Parties hereto, shall be in force and effect from and after the date upon which the Union and the Employer exchange notice of ratification by their principals of the terms of this Collective Agreement, up to and including March 31, ~~2020~~ **2024** 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 **or until a strike or lockout commences.**
- 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 **not** 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

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 **Abuse and harassment does not include management/supervisory personnel exercising their authority as part of a responsibility for performance management.**
- 6.023 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.
- 6.034 Article 6.01 shall not apply with respect to a refusal, limitation, specification or preference based on a *bona fide* occupational requirement.
- 6.045 (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.
- 6.056 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.
- 6.067 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 8
PROBATIONARY PERIOD/ ORIENTATION

- 8.01 (a) An Employee shall serve a single probationary period of five hundred three and three-quarter (503 3/4) hours worked, exclusive of **orientation and** training, for each period of continuous employment not interrupted by termination or dismissal. The Employer shall provide a written evaluation of each probationary Employee at least once during the Employee's probationary period.
- (b) The probationary period may be extended for a period up to an additional five hundred three and three-quarter (503 3/4) hours worked, by consent of the Union.
- (c) During the probationary period, the Employee may be terminated for any reason, without notice or pay in lieu of notice, except as may be provided by the provisions of the *Alberta Employment Standards Code*.
- (d) The Employer shall provide a reason for the termination to the Employee, and the Employee may access the grievance procedure at Step 2 only. A decision at Step 2 of the grievance procedure shall be final and binding upon all Parties.
- 8.02 The Employer shall provide a paid orientation for all Employees, including:
- (a) orientation for each shift pattern (days, and/or evenings, and/or nights) that the Employer assigns the Employee to work;
- (b) an orientation to the site and/or Employer organization as determined by the Employer; and
- (c) classroom or on-line orientation, as applicable, on patient/ resident/ client care and clinical practice, where applicable.
- 8.03 (a) Licensed Practical Nurses shall have a total of not less than six (6) days of orientation, inclusive of items in 8.02 above, with not less than four (4) shifts of direct patient/ resident/ client care under guidance.
- (b) Health Care Aides shall have a total of not less than five (5) days of orientation, inclusive of items in 8.02 above, with not less than four (4) shifts of direct patient/ resident/ client care under guidance.
- (c) Health care Aides who administer oral medication shall receive additional orientation and training in order to complete the education program outlined in Article 7.01(f).
- 8.04 An Employee, ~~absent~~ **returning from an approved Leave of Absence** ~~for~~ **after** six (6) months or transferred to a new program, shall be provided with appropriate re-orientation, the form and duration of which shall be determined by the Employer in consultation with the Employee.
- 8.05 A representative of the Union shall have the right to make a presentation of up to forty-five (45) minutes during the paid orientation of new Employees. Attendance

at the presentation shall not be compulsory.

8.06

Additional orientation requested by an Employee will not be unreasonably denied.

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.
- (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;~~ **and**
 - (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),~~ **and** 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 **Union will break the tie and notify the Employer of the ranking.** ~~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)~~ **(ii)** Order of seniority established through the application of this Article shall continue in force and effect thereafter.

ARTICLE 11
APPOINTMENTS AND TRANSFERS

The Employer wishes to discuss options for streamlining the recruitment process, inclusive of discussions on consequential vacancies, and reserves the right to table proposals at a later date.

- 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.
- 11.02 Applications for vacancies or transfers, shall be made **on-line or as designated by the Employer**.~~in writing to such officer as the Employer may designate.~~
- 11.03 When circumstances require the Employer to hire a new Employee to fill a vacancy pending completion of the transactions contemplated in Article 11, the appointment shall be made on a casual basis only.
- 11.04 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.
- 11.05 All applicants for a posted transfer and/or vacancy, shall be informed in writing of their acceptance or rejection within five (5) working days of the date of the appointment. The Union shall be advised of the successful candidate. The Employer shall confirm in writing to the Employee at the time of hire or transfer, the classification and rate of pay for the position they are filling.

- 11.06 (a) Transfers shall be on a trial basis. **Where the transfer does not result in an Employee moving from an unregulated classification to a regulated classification,** the transferred Employee shall serve a trial period of three hundred forty-eight and three-quarter (348 3/4) hours worked, exclusive of **orientation and** training requirements, in which to demonstrate the ability to fill the new position satisfactorily. **Where the Employee transfers from an unregulated classification to a regulated classification, the transferred Employee shall serve a trial period of five hundred and three and three-quarter (503 3/4) hours, exclusive of orientation and training requirements. A regulated classification/profession is as defined within the Alberta Health Professions Act.** During the trial period, the Employee may either:
- (i) return to the Employee's former position, at the Employee's request; or
 - (ii) be returned to the Employee's former position.
- In circumstances where the former position is unavailable, the Employer shall assign the Employee to a similar position consistent with their abilities and/or qualifications, which position may not be the specific position or in the specific area occupied prior to the transfer. The rate of pay for such position shall be at a rate of pay equivalent to that of their former position.
- (b) In the event that an Employee returns to their former position pursuant to Article 11.06(a), the Employer shall have one (1) opportunity to fill the resultant vacancy by selecting from the applicants on the original posting. Should the Employer exercise this right the posting provisions of this Article will be deemed to be satisfied.
- (c) An Employee who is transferred before completing their initial probationary period shall complete the initial probationary period as well as the trial period in Article 11.06(a) above.
- 11.07 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.
- 11.08 (a) 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, **unless mutually agreed between the Employee and their immediate supervisor.** At the completion of their temporary term, the Casual Employee shall resume the normal terms and conditions of employment applicable to a Casual Employee.
- (b) **An Employee cannot apply on another temporary position during the term of their temporary position, unless mutually agreed between the Employee and their immediate supervisor.**

ARTICLE 12
HOURS OF WORK

Consequential amendments required anywhere Hours of Work and/or OT provisions are referenced.

The Employer would like to discuss moving back to Local conditions for St. Michael's Health Centre, which is the only area where the 7.5 hour shifts are utilized

- 12.01 Regular hours of work for Full-time Employees, exclusive of meal periods shall be:
- (a) seven and three-quarter (7 3/4) consecutive hours per day;
 - (b) thirty-eight and three-quarter (38 3/4) hours per week averaged over one (1) complete cycle of the shift schedule, ~~or~~
 - (c) ~~For positions that work seven and a half (7 1/2) consecutive hours per shift, and thirty seven and a half (37 1/2) hours per week averaged over one (1) complete cycle of the shift schedule.~~
- 12.02 Regular hours of work shall be deemed to:
- (a) include, as scheduled by the Employer; either:
 - (i) one (1) rest period of fifteen (15) minutes during each half shift of three point eight seven (3.87) hours; or
 - (ii) one (1) rest period of thirty (30) minutes during each full working shift of seven and three-quarter (7 3/4) hours, or seven and a half (7 1/2) hours if this is more compatible with scheduling of work assignments;the alternative to be applied shall be at the discretion of the Employer.
 - (b) exclude a meal period of not less than thirty (30) minutes to be scheduled by the Employer during each working day on which the Employee works in excess of four (4) hours.
- 12.03
- (a) Notwithstanding that the meal break is to be excluded in the calculation of regular hours of work, if the Employer requires an Employee to be readily available for duty during their meal period, they shall be so advised in advance and be paid for that meal period at 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 they shall be given a full meal period or rest period later in their shift, or, where that is not possible, be paid for the meal period or rest period as follows:
 - (i) for a rest period, at two times (2X) 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 12.03(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.

12.04 Subject to Articles 12.11 and 12.12 shift schedules shall be posted twelve (12) weeks in advance or such shorter period as is mutually agreed between the Employer and a local chapter representative of the Union. The Employer shall allow a representative of the Union to reproduce a copy of the posted shift schedule which is inclusive of changes made by mutual agreement in accordance with Article 12.05(a).

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

- (i) at least fifteen ~~and one-half~~ (15 1/2) hours off duty between shifts;
- (ii) at least two (2) consecutive days of rest;
- (iii) days of rest on two (2) weekends in a five (5) week period. "Weekend" shall mean a Saturday and the following Sunday, assuring a minimum of ~~fifty-six (56)~~ **fifty-five and three-quarter (55 3/4)** hours off duty;
- (iv) where operationally practicable as determined by the Employer, Article 12.05(a)(iii) above may be amended to half of the weekends off over one (1) complete cycle of the shift schedule. Where a shift schedule provides for half of the weekends off over one (1) complete cycle of the shift schedule, such ratio will not be changed unless the Employer determines the ratio has become operationally impracticable;
- (v) an Employee shall not be scheduled to work seven (7) consecutive shifts more than twice in a five (5) week period;

(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 12.05(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) at least two (2) consecutive days of rest;
- (iii) days of rest on two (2) weekends in a six (6) week period. "Weekend" shall mean:
 - (A) one (1) Saturday and the following Sunday and one (1) Friday and the following Saturday assuring a minimum of ~~fifty-six (56)~~ **fifty-five and three-quarter (55 3/4)** 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)~~ **fifty-five and three-quarter (55 3/4)** hours off

duty;

- (iv) 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) at least two (2) consecutive days of rest except that, twice in a five (5) week cycle, there may be a single day of rest which may not be followed by more than five (5) consecutive working days;
- (iii) days of rest on two (2) weekends in a five (5) week period. "Weekend" shall mean a Saturday and the following Sunday, assuring a minimum of ~~fifty-six (56)~~ **fifty-five and three-quarter (55 3/4)** hours off duty;

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

- (c) Except when application of this Article is waived by mutual agreement between the Employee and the Employer, if an Employee is required by the Employer to change shifts without receiving fifteen ~~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 Articles 12.11 and 12.12 has been applied in altering a shift schedule.

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

12.06 Employees shall be aware that, in the course of their regular duties, they may be required to work on various shifts throughout the twenty-four (24) hour period of the day and the seven (7) days of the week. The first (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.

12.07 (a) The Employer, in scheduling shifts, shall take into consideration an Employee's request for certain shift schedules, subject to the requirements of Article 12.05.

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

- (i) days, evenings, nights (rotation), however the Employer shall endeavor to minimize application of such rotation;
- (ii) days only;
- (iii) evenings only (~~only by Employee request~~);
- (iv) nights only (~~only by Employee request~~);
- (v) evenings and days (rotation);
- (vi) nights and evenings (rotation) (~~only by Employee request~~);
- (vii) nights and days (rotation).

- (c) (i) ~~A request by an Employee to work shift patterns 12.07(b)(iii), (iv) or (vi) shall not be unreasonably denied, provided however that the~~

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 **to an Employee working shift patterns under 12.07(b)(iii)(iv) and (vi)**. ~~An Employee who has requested to work shift pattern 12.07(b)(iii), (iv) or (vi), may alter such request only after:~~

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

~~(B) — upon giving written notice to the Employer.~~

~~(ii) — Upon receiving a request or requests to revert under 12.07(c), the Employer shall provide all other Employees working shift patterns 12.07(b)(iii), (iv) or (vi) on the schedule notice of the reversion request to determine whether or not they also wish to revert, commencing with the posting of the revised shift schedule in Article 12.07(c)(iii)(A). Such notice will be provided regardless of how long the other Employees on the schedule have worked in those shift patterns.~~

~~(iii) — The Employer:~~

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

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

~~(d) — An application under Article 11: Appointments and Transfers, in response to a position with shift patterns listed in Article 12.07(b)(iii), (iv) or (vi), constitutes an Employee request for the purposes of Article 12.07.~~

~~(ed)~~ (i) Employees working shift **patterns** ~~choices~~ **outlined in Article 12.07(b)(i), (v) and (vii)**, shall be assigned a day duty at least one-third (1/3) of the time during the shift cycle. **Where it is mathematically impossible to provide one-third (1/3) day duty, the proportion of day duty may be reduced below one-third (1/3) during the shift cycle.** For the purpose of applying the foregoing an Employee will be deemed to have been assigned day duty for those periods of time absent on vacation or on or for a Named Holiday that would have except for such absence been day duty to which the Employee would have been assigned in accordance with the shift schedule. Scheduled days of rest shall not be considered as day duty for the purpose of applying this provision.

(ii) Where operationally practicable as determined by the Employer, Article 12.07~~(ed)~~(i) above may be amended to up to two-fifths (2/5) day duty during the shift cycle.

~~(fe)~~ An Employee will not be required to work split shifts except by mutual

- agreement between the Employee and the Employer.
- 12.08 (a) Employees may exchange shifts among themselves, provided that:
- (i) the exchange is agreed to, in writing, between the affected Employees; and
 - (ii) prior approval of such exchange has been given by the Employee's immediate supervisor.
- (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.
- 12.09 When an Employee reports for work as assigned, and is directed by the Employer to leave, they shall be compensated for the inconvenience by a payment equivalent to three (3) hours pay at the Employee's Basic Rate of Pay.
- 12.10 A Regular Employee shall not be scheduled to work more than two (2) different shifts between scheduled days off except as mutually agreed between the Employer and the Employee.
- 12.11 Except when application of this Article is waived by mutual agreement between the Employee and the Employer, where an Employee's scheduled days off are changed without fourteen (14) calendar days' notice, the Employee shall be paid at two times (2X) for all hours worked on what should otherwise have been their off duty days.
- 12.12 Except when application of this Article is waived by mutual agreement between the Employee and the Employer, if, in the course of a posted schedule, the Employer changes an Employee's scheduled shift, but not their scheduled days off, 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.
- 12.13 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.
- 12.14 (a) Employees may work flexible hours by mutual agreement between the Employee and Employer, whereby at a mutually agreeable time the Employer will provide and the Employee shall take time off:
- (i) for those hours worked during the normal rest period; and

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

in which event Articles 12.01, 12.04, 12.05 and 13 shall have no application.

- (b) The Employee shall be paid for the time taken off in place of overtime pay at the same rate the Employee would have been paid wages had the Employee worked those hours on a normal working day.
- (c) If time off in place of overtime pay is not provided and taken in accordance with the foregoing, the Employee will be paid overtime pay in accordance with Article 13.05~~2~~.

ARTICLE 13
OVERTIME

Consequential amendments required anywhere Hours of Work and/or OT provisions are referenced.

- 13.01 (a) Overtime is all time authorized by the Employer and worked by an Employee in excess of seven and three-quarter (7 3/4) hours per day or seven and one-half (7 1/2) hours per day, whichever is applicable, and/or on the scheduled days of rest for Full-time Employees.
- (b) 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.
- (c) For the purpose of applying this article, "day" shall mean the twenty-four (24) hour period beginning at the first hour the Employee reports to work.
- (~~b~~d) The Employer shall designate an individual at the site who may authorize overtime. The Employer shall not unreasonably deny authorization after the fact for overtime worked where such overtime has arisen as a result of unforeseeable circumstances in which it is impossible to obtain prior authorization.
- 13.02 The overtime rate **shall be as follows:** ~~of two times (2X) the applicable Basic Rate of Pay shall be paid for all overtime worked immediately following or preceding an Employee's scheduled shift.~~
- (a) **One and one-half times (1 1/2) the Basic Rate of Pay shall be paid for the first four (4) hours of overtime worked in excess of seven and three quarter (7 3/4) hours in a day and 2X the Basic Rate of Pay for work performed after the first four (4) hours of overtime so worked.**
- (b) **Two times (2X) the Basic Rate of Pay for all overtime hours worked on a scheduled day of rest for a Full Time Employee.**
- (c) **An Employee shall not be paid overtime for both 13.02(a) and (b) for the same hours so worked.**
- 13.03 Where an Employee works overtime on a Named Holiday in accordance with Article 22, Named Holiday pay as outlined in Article 22.03 shall not apply for overtime hours worked.
- (a) ~~For all overtime hours worked on a Named Holiday,~~ **the Employee shall be paid at two and one-half times (2X) (2 1/2x) their Basic Rate of Pay.**
- (b) ~~For all overtime hours worked on August Civic Holiday and Christmas Day three times (3x) their Basic Rate of Pay.~~
- 13.04 The **applicable** overtime rate shall be paid for overtime **worked immediately following or preceding an Employee's scheduled shift.** ~~on all days off that are worked.~~
- 13.05 (a) Overtime may be accumulated and taken in time off at a mutually

acceptable time at the applicable premium rate. Such accumulation shall not exceed thirty-eight and three 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.~~

- (b) Where time off in lieu of overtime is granted in accordance with clause 13.05 (a), the overtime worked shall be paid at the time it is worked at one times (1X), the Basic Rate of Pay and the equivalent time shall be banked at **one-half times (1/2 X) or** one times (1X), **as applicable**, the Basic Rate of Pay.

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

13.067 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.

- 13.078 (a) The Employer shall endeavor to minimize the use of mandatory overtime.
- (b) The Employer may request an Employee 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.

13.089 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).

- 1309.10 (a) Where an Employee works overtime immediately following their shift and there is not a minimum of seven and a 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 before 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.

ARTICLE 14
SALARIES

- 14.01 The Basic Rates of Pay as set out in the **Main** Salaries Schedule shall be applicable to all Employees covered by this Collective Agreement.
- 14.02 Subject to any of the other terms of this Collective Agreement providing for the withholding or delay in granting of an increment, an Employee's Basic Rate of Pay will be advanced to the next higher Basic Rate of Pay following:
- (a) in the case of a Full-time Employee, one (1) year of service; or
 - (b) Part-time and Casual Employees shall be entitled to an increment ~~on~~ **upon** the completion of **the applicable yearly equivalent regular hours of work of a Full-time Employee** (two thousand twenty-two and three-quarter (2,022 3/4) hours **paid at the Basic Rate of Pay**) ~~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.~~
- 14.03 When an Employee is transferred **or reclassified** to a classification with a higher **end** rate of pay, they shall be advanced to the start rate of such higher classification, except where that start rate is lower than the Employee's existing Basic Rate of Pay. In the latter case, the Employee shall be advanced to the next higher increment for the higher classification that provides an increase in pay. **The effective date of a reclassification to a higher rate of pay shall be the date the application to their immediate out-of-scope Manager was first submitted in accordance with Article 14.07(a).**
- 14.04
- (a) When an Employee voluntarily transfers to a classification with a lower rate of pay their salary shall be adjusted immediately to the basic rate they would have been entitled to, had the Employee been on the lower rated classification from commencement of employment.
 - (b) An Employee whose position is reclassified to one with a lower **end rate of pay** ~~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, **upon the Employee leaving that position, or** for a period of ~~twenty four (24)~~ **twelve (12)** months, whichever is earlier, **following which time the rate of pay shall be in accordance with the Main Salary Schedule in their revised classification. The red circling shall commence the date the Employee was notified of the Employer's decision to reclassify, or if applicable, the date outlined in Article 14.07(a). An Employee whose Basic Rate of Pay is red circled, is not eligible for wage increases and/or lump sum payments during the period of red circling 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.~~

14.05 Should the Employer find it necessary to create a new classification during the life of this Collective Agreement, the new classification will be included within the scope of the unit for which the Union is the certified bargaining agent provided that:

- (a) The Parties to this Collective Agreement mutually agree that the classification is within the scope of the unit for which the Union is the certified bargaining agent or, failing that;
- (b) The Labour Relations Board rules that the new classification is within the scope of the unit for which the Union is the certified bargaining agent.

14.06 **New Classifications**

- (a)
 - (i) When a new classification is created under Article 14.05 above, for which there is no pay scale in this Collective Agreement, the Employer may establish a pay scale and agrees to give written notice to the Union of the new classification and the pay scale for such classification within twenty (20) calendar days.
 - (ii) The Union may contest the pay scale by sending written notice to the Employer not later than twenty (20) calendar days from the date of the Employer's notice. Should the Union not provide the Employer with notice within this twenty (20) calendar day time limit, the Union shall not refer the matter to Arbitration in Article 14.06(a)(iii).
 - (iii) Should the Parties, through discussion and negotiations, not be able to agree to the pay scale, the Union may, within sixty (60) calendar days of the date the new classification was created, refer the salary scale to Arbitration pursuant to Article 38.06. Should the Union not refer the matter to Arbitration within this sixty (60) calendar day time limit, the Employer's final position shall be implemented.
 - (iv) If the pay scale is amended as a result of negotiations or arbitration, the amended pay scale shall be effective from the date the Union received notice from the Employer of the new classification.
- (b) Should the Parties through discussion and negotiation, not be able to agree to a ~~position~~ **classification** title, it is understood that the Employer's decision in respect to the ~~position~~ **classification** title shall not be subject to the Grievance and Arbitration procedure.

14.07 **Classification Review**

- (a) An Employee who has reason to believe that they are improperly classified due to a substantial change in job duties, may apply **in writing** to ~~the Department Director, or designate,~~ **their immediate out-of-scope**

Manager to have the Employee's classification reviewed. ~~The Director, or designate,~~ **The Employer** will review the Employee's application and advise the Employee of the Employer's decision.

- (b) Following the Employer's decision in Article 14.07(a), should the Employee feel that they are still improperly classified, the Employee may request that the matter be further reviewed by discussion between the Union and the Employer. **The request shall outline the reason the Employee believes the classification decision is not appropriate. The reasons should specifically detail how the job duties fit within the classification the Employee thinks is appropriate and include all additional information that the Employee believes is necessary to evaluate the request.**
- (c) The Employer shall notify the Union of its decision within sixty (60) calendar days of the matter being brought by the Union to the Employer under Article 14.07(b).
- (d) The Employer's decision in Article 14.07(c) shall not be subject to the Grievance and Arbitration procedure.
- (e) Requests for a classification review for any one (1) position shall be considered only once in a two (2) year period.**

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

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

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

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

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

14.11 (a) 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%)~~ **thirty percent (30%)** of the Employee's gross earnings per pay period.

- (b) Should the Employee terminate their employment prior to completing the repayment, the balance shall be deducted from the final paycheque.

ARTICLE 16
SHIFT DIFFERENTIAL

- 16.01 A shift differential of ~~two dollars and seventy five cents (\$2.75)~~ **one dollar and eighty-six cents (\$1.86)** per hour shall be paid:
- ~~(a) to Employees working a shift where the majority of such shift falls within the period fifteen hundred (1500) hours to twenty three hundred (2300) hours; or~~
 - (ba)** to Employees for each hour worked between ~~fifteen~~ **nineteen** hundred (1500**1900**) hours to twenty-three hundred (2300) hours, provided that greater than one (1) hour is worked between ~~fifteen~~ **nineteen** hundred (1500**1900**) hours to twenty-three hundred (2300) hours.
 - (eb)** to Employees for all overtime hours worked which fall within the period of ~~fifteen~~ **nineteen** hundred (1500**1900**) hours to twenty-three hundred (2300) hours.
 - ~~(d) Notwithstanding (b) above, for Employees working a shift that concludes between fifteen hundred (1500) and seventeen hundred (1700) hours, no shift differential will be paid.~~
- 16.02 A shift differential of ~~five dollars (\$5.00)~~ **two dollars and eighty-five cents (\$2.85)** per hour shall be paid:
- ~~(a) to Employees working a shift where the majority of such shift falls within the period of twenty three hundred (2300) hours to zero seven hundred (0700) hours provided that greater than one (1) hour is worked between twenty three hundred (2300) hours and zero seven hundred (0700) hours;~~
 - (ba)** 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.
 - (eb)** to Employees for all overtime hours worked which fall within the period of twenty-three hundred (2300) hours to zero seven hundred (0700) hours.
- 16.03 All premiums payable under this Article shall not be considered as part of the Employee's Basic Rate of Pay.
- 16.04 Where applicable, an Employee shall be eligible to receive both shift differential and weekend premium.

ARTICLE 17
WEEKEND PREMIUM

- 17.01 A weekend premium of ~~three dollars and twenty-five cents (\$3.25)~~ **two dollars and thirty-four cents (\$2.34)** per hour shall be paid:
- (a) ~~to Employees working a shift wherein the majority of such shift falls within a sixty-four (64) hour period commencing at fifteen hundred (1500) hours on a Friday; or~~
 - (~~b~~)**a** to Employees ~~working~~ **for** each hour worked **on Saturday and Sunday, after fifteen hundred (1500) hours on a Friday** provided that greater than one (1) hour is worked within a ~~sixty-four (64)~~ **forty-eight (48)** hour period commencing at ~~fifteen hundred (1500)~~ **zero hundred (0000)** hours on a ~~Friday~~ **Saturday and ending at twenty-four hundred (2400) hours on Sunday.**
 - (~~e~~)**b** to Employees working all overtime hours which fall within the ~~sixty-four (64)~~ **forty-eight (48)** hour period commencing at ~~fifteen hundred (1500)~~ **zero hundred (0000)** hours on a ~~Friday~~ **Saturday and ending at twenty-four hundred (2400) on Sunday.**
 - (d) ~~Notwithstanding (b) above, for Employees working a shift that concludes between fifteen hundred (1500) hours and seventeen hundred (1700) hours on a Friday, no weekend premium will be paid for hours worked on the Friday.~~
- 17.02 All premiums payable under this Article shall not be considered as part of the Employee's Basic Rate of Pay.
- 17.03 Where applicable, an Employee shall be eligible to receive both shift differential and weekend premium.

ARTICLE 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(ed).
- 19.03 The Employer shall pay three dollars and thirty cents (\$3.30) per hour to an Employee who is assigned on-call duty on a regular work day, and four dollars and fifty cents (\$4.50) per hour to an Employee who is assigned on-call duty on their scheduled day off or on a Named Holiday. A Named Holiday or scheduled day off shall run from zero **hundred** ~~zero zero one~~ (0000~~1~~) 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 **applicable** 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 **applicable** 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.

19.07 (a) 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 rest before commencing their next Shift, without loss of earnings.

(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 **applicable** 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 **applicable** overtime rate for thirty (30) minutes.

ARTICLE 20
AMBULANCE DUTY

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

In addition to the payment in Article 20.01 above:

- (a) in the event circumstances permit an immediate return to their place of employment, the Employee shall be paid at their Basic Rate of Pay and/or, if applicable, the overtime rate(s) as stated in Article 13: Overtime, to which the Employee is entitled up to the time:
 - (i) the patient is released into the care of the receiving site; or
 - (ii) their scheduled work period would otherwise have ended; or
 - (iii) 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 regularly scheduled shifts as a result of the ambulance duty; and
 - (ii) be reimbursed for reasonable and substantiated expenses incurred; and
 - (iii) their Basic Rate of Pay and/or, if applicable, the **applicable** overtime rate(s) as stated in Article 13: Overtime, for the time spent on the return trip on the same basis as if the Employee had been working at their place of employment.

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

ARTICLE 22
NAMED HOLIDAYS

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

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

and any day proclaimed to be a holiday by:

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

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

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

(c) Notwithstanding the foregoing, while:

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

an Employee shall not be entitled to:

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

for the aforementioned Named Holidays.

- 22.02 Subject to Article 22.01(c), to qualify for a Named Holiday with pay, the Employee must:
- (a) work their scheduled shift immediately prior to and immediately following the holiday, except where the Employee is absent due to illness or other reasons acceptable to the Employer; and
 - (b) work on the holiday when scheduled or required to do so.
- 22.03 Notwithstanding Article 2.13, an Employee required by the Employer to work on a Named Holiday shall be paid for all hours worked on a Named Holiday at one and one-half times (1 1/2X) their Basic Rate of Pay plus:
- (a) an alternate day or hours off at a mutually agreed time; or
 - (b) by mutual agreement, a day or hours off added to the Employee's next annual vacation; or
 - (c) failing mutual agreement within thirty (30) calendar days following the Named Holiday the Employee shall receive payment for such day at their Basic Rate of Pay.
- ~~22.04 Notwithstanding Article 2.13, Employee's obliged to work on Christmas Day or August Civic Holiday shall be paid for all hours worked on the Named Holiday at two times (2X) the Basic Rate of Pay plus:~~
- ~~(a) an alternate day off at a mutually agreed time;~~
 - ~~(b) by mutual agreement, a day added to the Employee's next annual vacation; or~~
 - ~~(c) failing mutual agreement within thirty (30) calendar days following the Named Holiday the Employee shall receive payment for such day at their Basic Rate of Pay.~~
- 22.045 When a Named Holiday falls on a day that would:
- (a) otherwise be a Regular Employee's regular scheduled day off; or
 - (b) during an Employee's vacation;
- the Employee shall receive:
- (c) an alternate day or hours off at a mutually agreed time; or
 - (d) failing mutual agreement within thirty (30) calendar days following the Named Holiday of the option to be applied, the Employee shall receive payment for such day at their Basic Rate of Pay.
- 22.056 Alternate days off pursuant to Articles 22.03, 22.04, and 22.05 not taken as of the first pay period after March 1st every year shall be paid out at Basic Rate of Pay.
- 22.067 Subsequent to the application of Articles 23.04(a) and (b):
- (a) (i) An Employee shall be so scheduled as to provide them with days off on at least three (3) of the actual Named Holidays. In addition, the Employee shall be given either Christmas or New Year's Day off unless otherwise requested by the Employee.

- (ii) Every reasonable effort shall be made to rotate the requirement to work Christmas or New Years from year to year.
- (b)
 - (i) An Employee granted Christmas Day off in accordance with Article 22.07(a) shall be scheduled such that the Employee 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); and
 - (ii) An Employee granted New Year's Day off in accordance with Article 22.07(a) shall be scheduled such that the Employee shall have two (2) consecutive days where the Employee shall not be obliged to work (i.e., December 31st and January 1st or January 1st and 2nd).

ARTICLE 23
VACATION

23.01 **Definition**

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

23.02 **Vacation Entitlement**

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

- (i) during the first (1st) year of such employment an Employee earns a vacation at the rate of fifteen (15) working days (one hundred sixteen and one-quarter (116 1/4) hours);
- (ii) during the second (2nd) to ninth (9th) years of employment, an Employee earns a vacation at the rate of twenty (20) working days (one hundred fifty-five (155) hours);
- (iii) during the tenth (10th) to nineteenth (19th) years of employment, an Employee earns a vacation at the rate of twenty-five (25) working days (one hundred ninety-three and three-quarter (193 3/4) hours); and
- (iv) during the twentieth (20th) and subsequent years of employment, an Employee earns a vacation at the rate of thirty (30) working days (two hundred thirty-two and one-half (232 1/2) hours).

(b) **Vacation Earning Portability**

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

(c) **Supplementary Vacation**

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

- (iv) Upon reaching the employment anniversary of forty (40) years of continuous service, Employees shall have earned an additional one-time five (5) working days of supplementary vacation with pay.
- (v) Upon reaching the employment anniversary of forty-five (45) years of continuous service, Employees shall have earned an additional one-time five (5) working days of supplementary vacation with pay.
- (vi) Subject to Clause 23.04, the supplementary vacation may be taken at the Employee's option at any time subsequent to the current supplementary vacation employment anniversary date but prior to the next supplementary vacation employment anniversary date. Any supplementary vacation not taken prior to an Employee achieving a subsequent supplementary vacation entitlement shall lapse.

23.03

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

23.04

Time of Vacation

- (a) (i) As far as possible, Regular Full-time Employees shall be granted their choice of vacation periods; however, the final allotment of vacation remains within the responsibility and the authority of the Employer. The Employer shall post the vacation schedule planner by January 1st of each year. **An Employee shall submit their vacation preference for at least 75% of their annual vacation entitlement by March 15th of that 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.
- (ii) 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.

- (b) Seniority within each classification shall be the determining factor when there is a dispute regarding preference for the time that vacation is to be taken.
- (c) A request to utilize vacation shall be made in writing to the Employer. The request shall be subject to the approval of the Employer and shall not exceed the number of vacation days accrued to the date of the first (1st) day of vacation.
- (d) Once vacations are authorized by the Employer they shall not be changed except in cases of emergency or by mutual agreement between the Employer and the Employee.
- (e)
 - (i) An Employee shall be permitted to maintain a level of vacation accrual up to one (1) year's 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 23.04(e)(i) shall be paid out by April 30, at the wage rate in effect on March 31.

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

23.06 **Vacation Pay on Termination**

- (a) If employment is terminated by an Employee without giving proper notice, pursuant to Article 42.01, notwithstanding any other provisions of the Collective Agreement, such Employee shall receive vacation pay at the rate prescribed in the *Employment Standards Code* concerning vacation with pay. The Employer may waive this clause if termination is due to illness or for other reasons which are acceptable to the Employer.
- (b) If employment is terminated, and proper notice given, the Employee shall receive payment in lieu of the Employee's accrued vacation bank.
- (c) When an Employee is discharged for cause, vacation pay shall be at the rate prescribed in the *Employment Standards Code*.

ARTICLE 24
EMPLOYEE BENEFIT PLANS

(see LOU re: Flex Spending provisions)

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

- (a) Alberta Health Care Insurance Plan;
- (b) Covenant Health Benefit Plan, or equivalent, inclusive of:
 - (i) Group Life Insurance (Basic);
 - (ii) Accidental Death and Dismemberment (Basic);
 - (iii) Short-term Disability [income replacement for a period of up to one hundred and twenty (120) working days during a qualifying disability equal to sixty-six and two-thirds percent (66 2/3%) of basic weekly earnings to the established maximum following a fourteen (14) **calendar** day elimination period where applicable. The Short-term Disability shall become effective on the first (1st) working day following the expiry of sick leave credits in the case of absence due to injury or hospitalization. In the particular case of Employees who have insufficient sick leave credits to satisfy the fourteen (14) calendar day elimination period, the Short-term Disability shall commence on the fifteenth (15th) day following the commencement of non-hospitalized sickness];

Effective January 1, 2021 Article 24.01(b)(iii) above shall be amended as follows:

- (iii) Short-term Disability [income replacement for a period of up to one hundred and twenty (120) working days during a qualifying disability equal to sixty-six and two-thirds percent (66 2/3%) of basic weekly earnings to the established maximum following a ~~fourteen (14)~~ **seven (7) calendar** day elimination period where applicable. The Short-term Disability shall become effective on the first (1st) working day following the expiry of sick leave credits in the case of absence due to injury or hospitalization. In the particular case of Employees who have insufficient sick leave credits to satisfy the ~~a fourteen (14)~~ **seven (7)** calendar day elimination period, the Short-term Disability shall commence on the ~~fifteenth (15th)~~ **eighth (8th)** day following the commencement of non-hospitalized sickness];
- (iv) Long-term Disability [income replacement during a qualifying disability equal to sixty-six and two-thirds percent (66 2/3%) of basic monthly earnings to the established maximum following a one hundred and twenty (120) working day elimination period];

Alberta Blue Cross Dental Plan or equivalent, which provides for the reimbursement of eighty percent (80%) of eligible Basic Services, fifty percent (50%) of eligible Extensive Services, and fifty percent (50%) of eligible Orthodontic Services, in accordance with the usual and customary dental fee schedule. A maximum annual reimbursement of three thousand dollars (\$3,000) per insured person per benefit year shall apply to Extensive Services. Orthodontic Services shall be subject to a lifetime maximum reimbursement of three thousand dollars (\$3,000) per insured person; and

(v) Alberta Blue Cross Supplementary Benefits Plan, or equivalent.

(c) **EI SUB Plan**

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

24.02

Enrolment by:

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

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

24.03

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

24.04

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

24.05

The Employer, will provide one (1) copy of the plan to the Union.

ARTICLE 26
WORKERS' COMPENSATION

The Employer would like to discuss the administration of Article 26.01.

- 26.01 (a) An Employee who is incapacitated and unable to work as a result of an accident sustained while on duty in the service of the Employer within the meaning of the *Workers' Compensation Act*, shall continue to receive full net take home pay, provided the Employee assigns over to the Employer, on proper forms, the monies due from the Workers' Compensation Board for time lost due to accident. A deduction of one-tenth (1/10th) day shall be charged against sick leave credits for each day an Employee is off work. Employees shall only receive full net take home pay to the extent that one-tenth (1/10th) day can be deducted from sick leave credits, following which time the Employee will be deemed to be on sick leave without pay pursuant to Article 25.12.
- (b) For the purposes of Article 26, full net take home pay shall be calculated at the Basic Rate of Pay for hours of work, less any statutory deductions and benefit deductions as calculated prior to the accident referenced in Article 26.01(a). In no event shall the Employee's full net take home pay exceed the full net take home pay the Employee was receiving prior to the accident.
- 26.02 An Employee receiving compensation benefits under Article 26.01 shall be deemed on Workers' Compensation leave and shall:
- (a) remain in the continuous service of the Employer for the purpose of salary increments;
- (b) cease to earn sick leave and vacation credits subject to Articles 23.03, 25.02, and 30.13;
- (c) not be entitled to Named Holidays with pay falling within the period of Workers' Compensation leave in excess of thirty (30) days; and
- (d) Employees shall pay their share of benefit premiums and pension contributions to the Employer on a monthly basis in order to continue their coverage.
- 26.03 An Employee on Workers' Compensation leave and who is certified by the Workers' Compensation Board to be fit to return to work and who is:
- (a) capable of performing the duties of their former position, shall provide the Employer with twenty-eight (28) days written notice of readiness to work. Such advance notice shall not be required in the case of short-term absence on Workers' Compensation leave, i.e., where the expected duration of the leave at the time of onset was less than twenty-eight (28) calendar days. The Employer shall then reinstate the Employee in the same position held by the Employee immediately prior to the disability with benefits that

accrued to them prior to the disability.

- (b) incapable of performing the duties of their former position, but is capable of performing the duties of their former classification, shall notify the Employer of their readiness to return to work. The Employer shall then reinstate the Employee to a position for which they are capable of performing the work entailed, upon the occurrence of the first such available vacancy with benefits that accrued to them prior to the disability.
- (c) incapable of performing the duties of their former classification, may make application for any benefits for which they are eligible under Sick Leave or Employee Benefits Plans, in accordance with Articles 24 or 25.

26.04 The reinstatement of an Employee in accordance with this Article shall not be construed as being in violation of the posting and/or scheduling provisions of Articles 11, 12, 41A, 41B and 41C.

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

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

ARTICLE 29
HOURS OF WORK FOR REGULAR PART-TIME EMPLOYEES

Consequential Amendments required

- 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)~~ **fifty-five and three-quarter (55 3/4)** 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)~~ **fifty-five and three-quarter (55 3/4)** 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)~~ **fifty-five and three-quarter (55 3/4)** 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)~~ **fifty-five and three-quarter (55 3/4)** 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 a)~~ 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).

~~(e b)~~ (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~~
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 **to an Employee working shift patterns under 29.08(a)(iii)(iv) and (vi)**. ~~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.~~

~~(ec)~~ (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. **Where it is mathematically impossible to provide one-third (1/3) day duty, the proportion of day duty may be reduced below one-third (1/3) 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.

~~(fd)~~ 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 **applicable** overtime rate(s) provided in Article ~~29.02~~**30.02**:
- (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 **two hundred and thirty two and one-half (232 1/2) hours worked in a 6 calendar week period starting with the first (1st) day of the first (1st) pay period following ninety (90) days after the date of ratification; or** ~~the work ratio referred to in Article 29.02.~~
- (c) **A Part-Time Employee shall not work more than seven (7) consecutive shifts of seven and three-quarter (7 3/4) hours in length, inclusive of regularly scheduled shifts and additional shifts.**
- (~~e~~)(d) 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~~**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 they accept

the additional work. The Employer is not obligated to call in Part-time Employees for additional work if such additional work would result in the Employer having to incur overtime costs.

29.13 Except when application of this Article is waived by mutual agreement between the Employee and the Employer, if, in the course of a posted schedule, the Employer changes an Employee's scheduled shift, they shall be paid at the rate of two times (2X) 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.

29.14 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.

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

- (i) for those hours worked during the normal rest period; and
- (ii) in place of overtime pay for those hours worked in excess of seven and three-quarter ($7\frac{3}{4}$) hours in a 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.

ARTICLE 30
REGULAR PART-TIME EMPLOYEES

Consequential amendments required

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) **Overtime is additional hours and/or shifts authorized by the Employer and worked by an Employee in excess of seven and three-quarter (7 3/4) hours in a day or two hundred and thirty-two and one-half (232 1/2) hours in in a six (6) calendar week period, beginning with the first (1st) day of the first (1st) pay period following ninety (90) days after the date of ratification.**

(b) The overtime rate **shall be as follows:**

(i) **One and one-half times (1 1/2X) the Basic Rate of Pay shall be paid for the first four (4) hours of overtime worked in excess of seven and three quarter (7 3/4) hours in a day and 2X the Basic Rate of Pay for work performed after the first four (4) hours of overtime so worked.**

(ii) **Two times (2X) the Basic Rate of Pay for all overtime hours worked in excess of 232.5 hours in a six (6) calendar week period, beginning with the first (1st) day of the first (1st) pay period following ninety (90) days after the date of ratification.**

(iii) **An Employee shall not be paid overtime for both 30.02(a)(i) and (ii) for the same hours so worked.**

~~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).~~

~~(b) 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.~~

(bc) (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 $\frac{3}{4}$) hours. Time off not taken by the last pay period end date in March in any given year shall be paid out. ~~unless otherwise mutually agreed. Such request to carry over lieu time will be limited to thirty eight and three quarter (38 $\frac{3}{4}$) 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-half (1/2) or one times (1X), **as applicable**, 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 $\frac{1}{2}$) consecutive hours off duty in the twelve (12) hours preceding the Employee's next Shift, at the Employee's request, the Employee shall be entitled to seven and one-half (7 $\frac{1}{2}$) consecutive hours of rest 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%)~~ **the percentage amount, as set in accordance with the *Alberta Employment Standards Code***, 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:

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

taken

- (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.

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

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. **An Employee shall submit their vacation preference for at least 75% of their annual vacation entitlement by March 15th of that 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.

(c) Vacation time on unscheduled days

Regular Part Time Employees may request, and the Employer may agree, to provide vacation pay for all unscheduled days within their approved vacation block up to Full Time hours, provided the Employee has sufficient vacation hours accrued in their bank at the start of their approved vacation block. This arrangement will not be considered a payout but instead will be coded and paid as regular vacation hours

taken. Article 30.11(a)(vi) will not apply for the vacation hours coded under this arrangement.

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.

ARTICLE 31
TEMPORARY EMPLOYEES

Consequential amendments as required

- 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.

ARTICLE 32
CASUAL EMPLOYEES

Consequential amendments are required

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)~~ **seven (7)** consecutive shifts except by mutual agreement.
- (c) A Casual Employee pursuant to Article 2.06(b) (i) or (ii) will not be required to work **in excess of two hundred and thirty two and one-half (232 1/2) hours in a six (6) week calendar period, beginning with the first (1st) day of the first (1st) pay period following ninety (90) days after the date of ratification.** ~~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 **shall be as follows:**
- (i) One and one-half times (1 ½ X) the Basic Rate of Pay shall be paid for the first four (4) hours of overtime worked in excess of seven and three quarter (7 ¾) hours in a day and 2X the Basic Rate of Pay for work performed after the first four (4) hours of overtime so worked.**
 - (ii) Two times (2X) the Basic Rate of Pay for all overtime hours worked in excess of two hundred and thirty two and one half (232 ½) hours in a six (6) week calendar period, beginning with the first (1st) day of the first (1st) pay period following ninety (90) days after the date of ratification.**
 - (iii) An Employee shall not be paid overtime for both 30.02(a)(i) and (ii) for the same hours so worked.**

~~is all time authorized by the Employer and worked by an Employee in excess of seven and three-quarter (7 ¾), 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 **applicable** overtime rate of ~~two times (2X) the applicable Basic Rate of Pay~~ shall be paid for all overtime worked **immediately following or preceding an Employee's scheduled shift.**
- (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~~ **increment** and be entitled to an increment following the completion of two thousand twenty-two and three-quarter (2,022 3/4) hours **actually worked at the Basic Rate of Pay.** ~~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 **end rate of pay** ~~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, **upon the Employee leaving that position, or** for a period of ~~twenty four (24)~~ **twelve (12)** months, whichever is earlier, **following which time the rate of pay shall be in accordance with the Main Salary Schedule in their revised classification. The red circling shall commence the date the Employee was notified of the Employer's decision to reclassify, or if applicable, the date outlined in Article 14.07(a). An Employee whose Basic Rate of Pay is red circled, is not eligible for wage increases and/or lump sum payments during the period of red circling 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~~ **thirty** percent (~~40~~**30**%) 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)~~ **one dollar and eighty-six cents (\$1.86)** 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~~ **nineteen** hours to twenty-three hundred (2300) hours, provided that greater than one (1) hour is worked between ~~fifteen~~ **nineteen** hundred (~~1500~~**1900**) hours to twenty-three hundred (2300) hours.
 - (iii) to Employees for all overtime hours worked which fall within the period of ~~fifteen~~ **nineteen** 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)~~ **two dollars and eighty-five cents (\$2.85)** 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)~~ **two dollars and thirty-four cents (\$2.34)** 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~~ **for** each hour worked **on Saturday and Sunday**, ~~after fifteen hundred (1500) hours on a Friday~~ provided that greater than one (1) hour is worked within a ~~sixty four (64)~~ **forty-eight (48)** hour period commencing at ~~fifteen hundred (1500)~~ **zero hundred (0000)** hours on a ~~Friday~~ **Saturday and ending at twenty-four hundred (2400) hours on Sunday.**
 - (iii) to Employees working all overtime hours which fall within the ~~sixty four (64)~~ **forty-eight (48)** hour period commencing at ~~fifteen hundred (1500)~~ **zero hundred (0000)** hours on a ~~Friday~~ **Saturday and ending at twenty-four hundred (2400) on Sunday.**
 - ~~(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) **The applicable** Overtime rates, pursuant to Article 32.06(ea) 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 **applicable** 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 **applicable** 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 (~~2X-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%)~~ **the percentage amount, as set in accordance with the Alberta Employment Standards Code**, 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.

(c) A Casual Employee who has been successful on a temporary position cannot apply on another temporary position during the term of the temporary position, unless the position posted commences after the expiry of the term for which the Employee had been hired.

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.

33.25 Deemed Termination

A Casual Employee who has not worked for a period of three (3) consecutive months is deemed to have voluntarily terminated their employment with the Employer.

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 **in the same classification and FTE shall not be eligible for another vacant position, or to displace into an occupied position within the bargaining unit and shall be laid off with no rights to recall.** ~~pursuant to Article 33.06 may elect to displace into an occupied position pursuant to Article 33.07 below.~~

Displacement

- 33.07 **Subject to 33.06(c), An 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, **except where the Employee's classification and FTE remain the same as their pre-layoff position through the operation of Articles 33.06 or 33.07.**
- (b) not exercise their rights under Articles 33.06 and 33.07, shall be considered to be on full layoff, with recall rights, **except as outlined in Article 33.06(c).**

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, ~~and 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 36
HEALTH AND SAFETY

The Employer would like to discuss this Article in light of legislative changes and recent discussions between the Parties and reserves the right to table a proposal at a later date in bargaining

- 36.01 (a) The Employer shall establish 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.
- (c) Minutes of each meeting shall be taken and shall be approved by the Employer, the Union and other bargaining groups referred to in (a), prior to circulation.
- (d) 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.
- (e) The purpose of the an 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.
- (f) The Occupational Health and Safety Committee shall also consider measures necessary to ensure the security of each Employee on the Employer's premises and the Union may make recommendations to the Employer in that regard.
- (g) Should an issue not be resolved by the Committee, the issue shall be referred to the Chief Executive Officer (CEO). A resolution meeting between the Committee 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) calendar days of the resolution meeting.

- (h) Should the issue remain unresolved following the CEO or designate(s) written response, the Committee may request and shall have the right to present its recommendation(s) to the Employer Board. The Board shall reply in writing to the Committee within fourteen (14) calendar days of the presentation by the Committee.

36.02 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.

36.03 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.

ARTICLE 37
COPIES OF THE COLLECTIVE AGREEMENT

- 37.01 Within sixty (60) days of **finalizing the draft** ~~the printing~~ of this Collective Agreement, the Employer shall **post the final copy on the Employer's intranet.** ~~provide each Employee with a copy.~~
- ~~37.02 The Employer shall provide a copy of the Collective Agreement to each new Employee upon appointment.~~
- ~~37.03 The Collective Agreement shall be printed in pocket-sized format. Selection of the printers and printing of the Collective Agreement shall be the joint responsibility of the Employer and the Union. Cost shall be shared equally between the Parties.~~
- ~~37.04 The Employer and the Union shall endeavor to maintain copies of the Collective Agreement on their respective websites.~~

ARTICLE 41A
EXTENDED WORK DAY - FULL-TIME EMPLOYEES

Consequential amendments as required

The Employer would also like to discuss Local Conditions associated with some of the extended hours provisions

- 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.
- (c) **An application under Article 11: Appointments and Transfers in response to a posted position with an extended work day constitutes Employee agreement for the purpose of 41A.01(a)**
- (d) **Where the Employer decides to implement a system employing an extended work day and resultant compressed work week in a new unit/department/program or area, agreement is not required. An Employee submitting an application under Article 11: Appointments and Transfers in response to a posted position with an extended work day constitutes agreement to working the extended work day.**
- 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~~ **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 **to an Employee who works a night only rotation**. ~~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)~~ **(b)** 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.
- (b) Amend Article 13.02 as follows:**

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

- (a) One and one-half times (1 1/2 X) the Basic Rate of Pay shall be paid for the first four (4) hours of overtime worked in excess of eleven and one-quarter (11 1/4) hours in a day and 2X the Basic Rate of Pay for work performed after the first four (4) hours of overtime so worked.**
- (b) Two times (2X) the Basic Rate of Pay for all overtime hours worked on all days off that are worked by a Full Time Employee.**

- (c) **An Employee shall not be paid overtime for both 13.02(a) and (b) for the same hours so 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)~~(d) 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.

ARTICLE 41B

EXTENDED WORK DAY - PART-TIME EMPLOYEES

Consequential amendments as required

We'd also like to discuss Local conditions associated with some of the extended hours

ARTICLE 41C
EXTENDED WORK DAY - CASUAL EMPLOYEES

Consequential amendments as required

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 ³/₄) hours shall be regarded as overtime except where the Casual Employee replaces another Employee in an extended work day position.

Main Salary Schedule

April 1, 2020 - 0%

April 1, 2021 - 0%

April 1, 2022 - 0%

April 1, 2023 - 0%

| Operating Room Technician | | | | | | | | | |
|----------------------------------|----------|----------|----------|----------|----------|----------|----------|----------|--|
| Orthopaedic 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 |

LETTER OF UNDERSTANDING #1

BETWEEN

COVENANT HEALTH

(hereinafter referred to as the Employer)

- and -

ALBERTA UNION OF PROVINCIAL EMPLOYEES

(hereinafter referred to as the Union)

RE: MUTUAL AGREEMENT TO ADJUST FTES

WHEREAS the Parties see the mutual value in:

- providing Employees with confirmation of their full-time equivalent (FTE);
- defining approaches to enable the adjustment of FTEs for Employees where mutually agreed; and
- developing larger FTEs and more full-time positions;

The Parties agree as follows:

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

2. Mutual agreement to amend FTEs shall not be considered a violation of the posting provisions of Article 11: Appointments and Transfers, or the provisions of Article 33: Layoff and Recall.
3. Where mutual agreement is not reached to amend FTEs, the strict provisions of this Collective Agreement shall apply.
4. This Letter of Understanding shall expire the day before the expiry date of this Collective Agreement. If this Letter of Understanding expires and is not renewed any changes to an Employee's FTE which have resulted from the application of this Letter of Understanding shall remain in effect subject to the terms of this Collective Agreement.

On behalf of the Employer

On behalf of the Union

Date

Date

RENEW

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 **two thousand twenty-two and three-quarter (2022 ¾)** ~~one thousand eight hundred thirteen and one half (1,813 1/2)~~ hours **paid 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 **two thousand twenty-two and three-quarter (2022 3/4)** ~~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 **employment** 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, 2024~~0~~, or upon the date of ratification of the next Collective Agreement, whichever is later.

On behalf of the Employer

On behalf of the Union

Date

Date

RENEW

LETTER OF UNDERSTANDING #4

BETWEEN

COVENANT HEALTH

(hereinafter referred to as the Employer)

- and -

ALBERTA UNION OF PROVINCIAL EMPLOYEES

(hereinafter referred to as the Union)

RE: JOINT COMMITTEE

The Parties recognize the value of joint discussions related to the ongoing administration of the Collective Agreement. Accordingly, the Parties agree as follows:

1. The Joint Committee will be comprised of Employer and Union Representatives.
2. The Parties will meet quarterly, or as otherwise mutually agreed, to discuss issues arising out of the administration of the Collective Agreement.
3. The Joint Committee's purpose will be to:
 - (a) exchange information;
 - (b) engage in discussion;
 - (c) make recommendations regarding the ongoing administration of the Collective Agreement.
4. ~~The topics discussed by the Joint Committee may include, but shall not be limited to:~~
 - ~~(a) Seniority (tie breaker) Article 9 and other Seniority Applications;~~
 - ~~(b) Implementation of Health Care Aide Certification Standard;~~
 - ~~(c) Implementation of the new Hours of Work provisions;~~
 - ~~(d) Whether gender based wage inequities exist in the bargaining unit.~~~~Any other topics the Parties may identify and agree to discuss.~~
5. The Joint Committee shall establish Terms of Reference outlining the Joint Committee's purpose, its key functions, Joint Committee membership, and the reporting relationships for each of the Parties.

On behalf of the Employer

On behalf of the Union

LETTER OF UNDERSTANDING #5

BETWEEN

COVENANT HEALTH

(hereinafter referred to as the Employer)

- and -

ALBERTA UNION OF PROVINCIAL EMPLOYEES

(hereinafter referred to as the Union)

RE: FLEXIBLE SPENDING ACCOUNT

Flexible Spending Account

1. **Eligibility**

- (a) A FSA shall be implemented for all Employees eligible for benefits in accordance with Article 24.02 (a) and 24.02 (b).
- (b) A Regular Employee who is employed in more than one (1) position with the Employer will receive one (1) FSA based upon the combined total of their fulltime equivalencies (FTE's).

2. **Calculation**

The FSA will be calculated as follows:

- (a) One thousand and one hundred dollars (\$1,100) to be allocated to each eligible Full-time Employee and pro-rated for each eligible Part-time Employee based on their FTE as of December 1st (eligibility date) of each year.

~~For the purpose of implementation at the time of ratification:~~

- ~~(a) Effective the first (1st) of the month following sixty (60) days after the date of ratification, up to one hundred dollars (\$100.00), depending on an Employee's FTE as of the date of ratification (eligibility date), will be deposited into the Employee's Health Spending Account and the Employee will not have the ability to allocate those funds into any other accounts outlined in this Letter of Understanding.~~
- ~~(b) Effective January 1, 2020, eligible Employees will have the ability to allocate the full amount of up to one thousand and one hundred dollars (\$1,100), depending on an Employee's FTE, into any of the outlined accounts.~~

Effective January 1, 2021 the FSA will be calculated as follows:

~~One thousand and one hundred dollars (\$1,100)~~ **Eight-hundred and fifty dollars (\$850)** to be allocated to each eligible Full-time Employee and pro-rated for each eligible Part-time Employee based on their FTE as of December 1st (eligibility date) of each year.

3. **Utilization**

The FSA may be used for the following purposes:

- (a) Reimbursement for expenses associated with professional development including:
 - (i) tuition costs or course registration fees;
 - (ii) travel costs associated with course attendance;
 - (iii) professional journals;
 - (iv) books or publications; and
- (b) Reimbursement for the cost of professional registration or voluntary association fees related to the Employee's discipline.
- (c) Reimbursement for health and dental expenses that are eligible medical expenses in accordance with the *Income Tax Act* and are not covered by the benefit plans specified in Article 24.01(b)(v) and 24.01(b)(v) of the Collective Agreement.
- (d) Contribution to a Registered Retirement Savings Plan administered by the Employer.
- (e) Wellness expenses which may include, but are not limited to, such expenditures as fitness centre memberships and fitness equipment.
- (f) Family care including day care and elder care.
- (g) Computer related devices including: Computer hardware and software; Electronic and Data Storage Devices, Internet Services and Device, Printers and cartridges, computer upgrades, Smart phones and accessories, repairs, maintenance, service plans and applications.
- (h) Bus tickets and/ or Bus passes.
- (i) Ergonomic Support including back, wrist and foot supports.
- (j) Contribution to a Tax-Free Spending Account, in accordance with the Canada Revenue Agency rules.

4. **Allocation**

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

5. **Implementation**

- (a) Where the Employer is the administrator of the account, it shall determine the terms and conditions governing the FSA. A copy of these terms and conditions shall be provided to the Union.
- (b) Where the Employer chooses to contract with an insurer for the administration of the FSA, the administration of the Account shall be subject to and governed by the terms and conditions of the applicable contract. A copy of this contract shall be provided to the Union.
- (c) The FSA shall be implemented and administered in accordance with the *Income Tax Act* and applicable Regulations in effect at the time of implementation and during the course of operation of the FSA.

6. An Employee who terminates employment voluntarily and who within the same calendar year of termination commences employment with the same Employer or with another Employer signatory to this Collective Agreement, shall have their FSA maintained. It is understood that an Employee is only entitled to one (1) FSA within a calendar year.

On behalf of the Employer

On behalf of the Union

Date

Date

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 **the applicable yearly equivalent regular hours of work of a Full-time Employee (two thousand twenty-two and three-quarter (2,022 3/4) hours paid at the Basic Rate of Pay)**~~one thousand eight hundred thirteen and one half (1,813 1/2) hours worked~~ from the date determined by paragraph 4(a) above.

(d) Casual Employees shall be entitled to a further increment following the completion of two thousand twenty-two and three-quarter (2022 3/4) hours actually worked at the Basic Rate of Pay.

- 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.

On behalf of the Employer

On behalf of the Union

Date

Date

LETTER OF UNDERSTANDING #9

BETWEEN

COVENANT HEALTH

(hereinafter referred to as the Employer)

-and-

ALBERTA UNION OF PROVINCIAL EMPLOYEES

(hereinafter referred to as the Union)

RE: EMPLOYEE BENEFITS (DIABETIC COVERAGE)

Effective January 1, 2013, the following items will be included in the Supplementary Health Care Plan, in accordance with the provisions of the benefit plan contract/policy.

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

~~(i) blood glucose test strips,~~

~~(ii) lancing devices,~~

~~(iii) lancets, syringes,~~

~~(iv) pen needles; and~~

~~(v) urine testing strips~~

~~and~~

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

~~(i) infusion sets,~~

~~(ii) syringe/reservoirs; and~~

~~(iii) tubing~~

~~and~~

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

On behalf of the Employer

On behalf of the Union

Date

Date

~~LETTER OF UNDERSTANDING #13~~

~~BETWEEN~~

~~COVENANT HEALTH~~

~~(hereinafter referred to as the Employer)~~

~~-and-~~

~~ALBERTA UNION OF PROVINCIAL EMPLOYEES~~

~~(hereinafter referred to as the Union)~~

~~RE: DIRECT DEPOSIT~~

The parties agree that:

- ~~1. The Employer will deposit an Employee's pay cheque by way of direct deposit in a bank or financial institution of the Employee's choosing.~~
- ~~2. Direct Deposit of an Employee's pay cheque shall be made to the bank or financial institution of the Employee's choice no later than 0800 hour on the designated pay day.~~

On behalf of the Employer

On behalf of the Union

Date

Date

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 seven hundred dollars (\$700.00) per benefit year;~~
- ~~Increase for physiotherapy coverage to fifty dollars (\$50.00) per visit to a maximum of seven hundred dollars (\$700.00) per benefit year.~~

On behalf of the Employer

On behalf of the Union

Date

Date

REMOVE - THE LOU WILL EXPIRE ON MARCH 30, 2020
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.~~

On behalf of the Employer

On behalf of the Union

Date

Date

RENEW

**LOCAL CONDITION FOR EMPLOYEES AT
THE MISERICORDIA HOSPITAL AND VILLA CARITAS**

Re: HOURLY ALLOWANCE FOR PSYCHIATRIC AIDES

The Parties agree that:

1. Employees working at Villa Caritas or the Mental Health program at the Misericordia Hospital, the Employer will recognize the Psychiatric Aide classifications when an Employee:
 - a. has completed education qualifications for this classifications from a *bona fide* post-secondary educational institutions deemed acceptable by the Employer; or
 - b. holds a Health Care Aide Certificate, additionally has completed two thousand and twenty-two and three-quarter (2,022 3/4) hours of work with the Employer in a mental health setting and has achieved competencies required by the Employer;
2. Provided that the Employee meets one (1) of the criteria in #1 above, the Employee will be paid an hourly allowance of forty-five cents (\$0.45) for all hours paid.
3. Allowances referred to in this Letter of Understanding are not cumulative and an Employee shall be paid only for the highest qualifications obtained.
4. Psychiatric Aides eligible for the hourly allowance shall not be eligible for any other education allowance provided for in this collective agreement.
5. Effective the date of ratification, any new Employee hired at Villa Caritas or in to the Mental Health program at the Misericordia Hospital shall be classified as a Health Care Aide and be placed on the Health Care Aide pay grade in accordance with Letter of Understanding #6 re: Health Care Aide Classification.
6. This Letter of Understanding shall expire on the expiration of this Collective Agreement.

On behalf of the Employer

On behalf of the Union

Date

Date

**LOCAL CONDITION FOR EMPLOYEES AT
St. Michael's Health Centre**