



EMPLOYER'S INGOING PROPOSAL

In the matter of concluding a

Collective Agreement

Between

Covenant Health

-and-

**Alberta Union of Provincial Employees
(on behalf of the Bargaining Units listed in Appendix B)**

Expires March 31, 2020-2024

General Support Services

The Employer has utilized the current Collective Agreement expired on March 31, 2020 as the base document for this proposal.

It is the intent of the Employer that the provisions provided herein would apply to all the Covenant Health sites where AUPE hold a certificate for General Support Services; except where modified by Local Conditions (to be negotiated separately) or Letters of Understanding, if applicable.

- Proposed changes are identified as follows:
 - **Proposed new language is identified in BOLD TYPE**
 - Language proposed to be deleted is identified by ~~striketrough~~
- 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 not specifically referenced herein.
- Where this proposal indicates the desire of the Employer to discuss issues directly related to certain articles, letters of understanding, local conditions, or issues of a more general nature, the Employer reserves the right to table proposals at a later date.
- This proposal is a complete set of proposals, including both monetary and non-monetary, except for adjustments made in the course of bargaining.
- 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.
- The proposals are complete except the Employer reserves the right to correct any errors or omissions.
- 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 positions on any of the enclosed articles/letters of understanding and/or local conditions.

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The Employer proposes to renew the following articles with current language except where consequential amendments are required.

- 4 Application
- 6 Management Rights
- 7 No Harassment and Discrimination
- 9 Probationary Period
- 10 Seniority
- 16 Salaries
- 17 Recognition of Previous Experience
- 18 Pyramiding
- 21 Acting Incumbency
- 22 On-Call Duty / Call-Back
- 24 Transportation
- 29 Workers' Compensation
- 30 Leaves of Absence
- 31 Time Off for Union Business
- 32 Pension Plan
- 33 Layoff and Recall
- 34 Discipline and Dismissal
- 36 Grievance Procedure
- 37 Union Stewards
- 39 Uniforms
- 40 Resignation
- 41 Job Descriptions
- 42 Employee Insurance Premium Reductions

The Employer proposes to renew the following Letters of Understanding with current language except where consequential amendments are required.

- 3 Employment in Multiple Positions
- 4 Severance
- 5 Additional Certifications for Tradespersons
- 6 Education Bursaries and Return Service Agreements
- 7 Preceptor Pay
- 8 Covenant Health & AUPE & IUOE
- 10 Red Circling as a Result of Changes to Positions as a Result of the General Support Services Classification Review
- 11 Employees Currently Red Circled
- 12 Alternate Dispute Resolution Process (ADRP)
- 13 Classification Appeal Process with Respect to the General Support Services Classification Review
- 15 Uniforms and Protective Apparel
- 20 Supplementary Health Plan Improvements

COLLECTIVE AGREEMENT made this as of _____

BETWEEN
COVENANT HEALTH

AND

THE ALBERTA UNION OF PROVINCIAL EMPLOYEES,
(hereinafter referred to as the "Union")
on behalf of those bargaining units listed in Appendix B

PREAMBLE

Agreeing that the primary purpose of the Employer is to provide quality health care with compassion consistent with its mission, vision and values, it is the intent of the Parties to:

- (a) ensure the provisions of the best possible service and care;
- (b) protect the interests of clients, Employees and the community;
- (c) maintain harmonious relations between the Employer and the Union;
- (d) recognize the mutual value of joint discussions and negotiations in all matters of mutual concern to the Parties.

NOW THEREFORE the Parties hereto agree as follows:

ARTICLE 1
TERM OF THE COLLECTIVE AGREEMENT

- 1.01 Except where specifically provided otherwise, the terms of this Collective Agreement shall be effective from the date upon which the Alberta Union of Provincial Employees and Covenant Health exchange notice of ratification by their principals of this Collective Agreement, up to and including March 31, ~~2020~~**2024** and from year to year thereafter unless notice, in writing, is given by either Party to the other Party, not less than sixty (60) calendar days nor more than one hundred and twenty (120) calendar days prior to the expiration date, of its desire to amend this Collective Agreement.
- 1.02 When either Party serves notice of desire to amend the Collective Agreement in accordance with Article 1.01, the Negotiating Committees shall exchange any proposed amendments at commencement of negotiations.
- 1.03 This Collective Agreement shall continue in force and effect until a new Collective Agreement has been ratified.
- 1.04 Any notice required to be given in this Collective Agreement shall be deemed to have been sufficiently served if personally delivered or mailed in a prepaid registered envelope addressed in the case of the Employer to the Chief Executive Officer or designate of the Employer and in the case of the Union to:
- The President
The Alberta Union of Provincial Employees
10451-170 Street NW
EDMONTON AB T5P 4S7
- 1.05 An Employee whose employment has terminated prior to the ratification **or settlement** 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.~~

ARTICLE 2
DEFINITIONS

- 2.01 The provisions of this Collective Agreement are intended to be gender neutral and gender inclusive. A word used in the singular shall be deemed to include the plural, and vice versa.
- 2.02 "Arbitration" shall take meaning from the section of the *Code* dealing with the resolution of a difference.
- 2.03 "Bargaining unit" shall mean the unit of Employees as described on the Labour Relations Board Certificate or the Voluntary Recognition Agreement.
- 2.04 "Basic Rate of Pay" shall mean the incremental step in the Salary Schedule(s) applicable to an Employee in accordance with the terms of this Collective Agreement, exclusive of all premium payments.
- 2.05 "Chapter" means those Chapters of The Alberta Union of Provincial Employees listed in Appendix B.

- 2.06 "Code" means the *Labour Relations Code*, as amended from time-to-time.
- 2.07 "Continuous service" shall mean the period of employment commencing on the latest date of employment for an Employee within the bargaining unit that is not interrupted by termination or dismissal.
- 2.08 An "Employee" shall mean a person in one (1) of the job classifications listed in Salaries Schedule "A" while employed by the Employer and designated into one (1) of the following categories:
- (a) "Regular Employee" is one who works on a Full-time or Part-time basis;
 - (b) "Full-time Employee" shall mean an Employee who is scheduled to work the hours specified in Article 14: Hours of Work **for Full-time Employees**;
 - (c) "Part-time Employee" shall mean an Employee who is scheduled to work, but whose hours of work are less than those specified in the Hours of Work Article for Full-time Employees;
 - (d) "Temporary Employee" is one who is hired on a temporary basis for a Full-time or Part-time position:
 - (i) for a particular project of more than three (3) months but less than ~~twelve (12)~~ **twenty-four (24)** months; or
 - (ii) to replace a Full-time or Part-time Employee who is on an approved leave of absence for a period in excess of three (3) months; or
 - (iii) to replace a Full-time or Part-time Employee who is on leave due to illness or injury where the Employee has indicated that the duration of such leave will be in excess of three (3) months.

If the Employer utilizes the provisions of Article 2.08(d)(i) the Employer will notify the Union in writing of the name of the Temporary Employee and the details of the project.

The ~~twelve (12)~~ **twenty-four (24)** month time limit referred to in Article 2.08(d)(i) may be extended by mutual agreement between the Employer and the Union.
 - (e) "Casual Employee" shall mean an Employee who is not scheduled and works on a call in basis or to fill a position made available as a result of sickness, injury, vacation or a named holiday, the duration of which is three (3) months or less.
- 2.09 "Employee status" shall mean the Full-time, Part-time, Temporary or Casual capacity that an Employee is employed in.
- 2.10 "Employer" shall mean and include such officers as may from time-to-time be appointed, or designated, to carry out administrative duties in respect of the operations and management of the business.
- 2.11 "Local" shall mean those Locals of The Alberta Union of Provincial Employees listed in Appendix B.
- 2.12 "Shift" shall mean a daily tour of duty of not less than three (3) consecutive hours, excluding overtime hours. The first (1st) shift of the day shall be that shift in which the majority of hours fall between twenty-four hundred (2400) hours and zero eight hundred (0800) hours.

- 2.13 "Union" shall mean the Alberta Union of Provincial Employees (AUPE). In the event of a change of name of the aforementioned Union, the subsequent name shall be recognized.
- 2.14 "Union Representative" means a representative from the Union authorized by the Union to act on behalf of an Employee.
- 2.15 For the purpose of applying the terms of this Collective Agreement, time worked shall be deemed to have been worked on the day on which the majority of hours of the shift falls.
- 2.16 "Site" shall mean the building(s), as designated by the Employer at the time of hire or transfer, at or out of which an Employee works.

ARTICLE 3
UNION RECOGNITION

- 3.01 The Employer recognizes the Union as the sole bargaining agent for the Employees covered by this Collective Agreement.
- 3.02 No Employee shall be required or permitted to make any written or verbal agreement which may be in conflict with the terms of this Collective Agreement.
- 3.03 Except as expressly permitted by the Collective Agreement, there shall be no Union activities on Employer time or on Employer property without the prior permission of the Employer.
- 3.04 New Employees shall be given a Union orientation of not more than forty-five (45) minutes by the Union at the Employer's orientation for new Employees. This orientation shall be on the Employer's time and the Union shall conduct such orientation during the forty-five (45) minutes.
- 3.05 (a) The Employer shall provide a bulletin board in a reasonably accessible location. The Local will be permitted to post notices of meetings and other items on such boards. The Employer reserves the right to require that posted material objectionable to the Employer be removed from bulletin boards.
- (b) Where available, the Employer shall permit a Union Representative to access and utilize the internal electronic mail system. Such use shall be for sending notices of meetings and other such notices from one (1) Site to another for purposes of posting on the Site bulletin board. The Union shall provide copies of such notices to the Employer for approval prior to placement on the Employer's internal electronic mail system.
- 3.06 ~~The Employer and the Union will each pay one-half (1/2) of the cost of printing enough copies of this Collective Agreement to provide each Employee with one (1) copy. A copy of the Collective Agreement shall be provided to each Employee on commencement of employment by the Employer or by the Union at the Employee's orientation.~~
The Employer will post copies of the Collective Agreement on their intranet site.
- ~~3.07 Employees shall be permitted to wear a pin representative of their Union during all hours of employment.~~
- 3.08 Persons whose jobs are not in the bargaining unit shall not work on a job which is included in the bargaining unit, except for the purposes of instruction, in an emergency, or when

Employees are not available, and provided that the act of performing the aforementioned work does not reduce the hours of work or pay of any Employee. For the purpose of this clause, "persons" shall mean all other employees of the Employer who are not included in the bargaining unit.

- 3.09 The Union will exercise its rights in a manner which is professional, fair and reasonable in the circumstances, and in accordance with the Collective Agreement.

ARTICLE 4
APPLICATION

Current

ARTICLE 5
DUES DEDUCTION

- 5.01 An Employee shall have the right to wear or display the recognized insignia of the Union, ~~however,~~ **as long as it is not derogatory to the Employer.** No such insignia larger than a lapel pin shall be worn while on duty. No Union insignia shall be displayed on the Employer's equipment or sites.
- 5.02 (a) All Employees have the right:
- (i) to be members of the Union and to participate in its lawful activities;
 - (ii) to bargain collectively with the Employer through the Union
- 5.03 The Employer will, as a condition of employment, deduct from the earnings of each Employee covered by this Collective Agreement an amount equal to the dues as determined by the Union. The Union acknowledges that the deductions of amounts equal to the dues does not constitute membership in the Union, and that membership shall continue to be voluntary.
- 5.04 Consistent with the payroll system of the Employer, the Union will advise the Employer of the amount of its membership dues, An amount equal to said membership dues will be deducted from each Employee at the prescribed rate and remitted to the Union not later than the fifteenth (15th) of the month following. The remittance shall be accompanied by a list specifying the following:
- (a) the Employees name;
 - (b) mailing address;
 - (c) classification;
 - (d) department and site(s);
 - (e) status (Regular Full-time, Part-time, Temporary, Casual);
 - (f) FTE;
 - (g) Basic Rate of Pay;
 - (h) the amount of deduction for each Employee;

- (i) Employees on long term absence status where applicable. Long term absence shall mean any absence in excess of six (6) months;
 - (k) personal phone number;
 - (l) Employee number;
 - (m) hire date; and
 - (n) seniority.
- 5.05 The dues structure of the Union shall be on a percentage basis and the Union shall give not less than thirty (30) days' notice of any change in the rate at which dues are to be deducted. Any change in the amount of deductions shall be implemented by the Employer at the next possible pay period following the expiry of the notice period.
- 5.06 Where an accounting adjustment is necessary to correct an over or under payment of dues, it shall be effected in the succeeding month.
- 5.07 The Employer shall indicate the dues deducted and enter the amount on the T-4 slip supplied to the Employee.
- 5.08 The Employer shall provide a monthly list of Employees new to the bargaining unit during the previous month, to the Union at one email address to be provided by the Union. Such list shall include the Employee's name, classification, department and employment status where existing systems current allow such list will also include site.
- 5.09 The Employer shall provide to the Union at one email address, on a quarterly basis, a listing of Employees who terminated from the Employer in the previous quarter, inclusive of Employee name and Employee number.
- 5.10 For the purpose of conducting a ratification vote, the Employer shall provide a list of all current Employees, along with the mailing address on file, to the Union at one email address, within fourteen (14) calendar days of the date when a tentative agreement has been reached by the Parties.
- 5.11 The Employer agrees to allow an AUPE binder/ clipboard on each unit, program or office where patient/ resident/ client care is provided. The Employer reserves the right to require that material damaging to the Employer be removed.
- 5.12 The Union agrees to indemnify and save the Employer harmless against any claim or liability arising out of the administration of the Article.

ARTICLE 6
MANAGEMENT RIGHTS

Current

ARTICLE 7
NO HARASSMENT AND DISCRIMINATION

Current (grammatical change)

ARTICLE 8
STAFF DEVELOPMENT AND MEETINGS

- 8.01 The Parties to this Collective Agreement recognize the value of continuing staff development for Employees and that the responsibility for such continuing staff development lies not only with the individual but also with the Employer. For the purposes of this Article, the term "staff development" includes orientation, acquisition and maintenance of essential skills and other programs, which may be approved by the Employer.
- 8.02 The Employer's staff development policy governing annual in-service programs will include mandatory elements, as modified from time-to-time, and may include, but will not be limited to the following:
- (a) emergency preparedness [including fire, evacuation and disaster procedures];
 - (b) occupational health & safety matters and prevention of personal injury including musculoskeletal injury arising from repetitive movements or strains;
 - (d) privacy and client confidentiality;
 - (e) prevention of Workplace abuse and Harassment;
 - (f) workplace hazardous materials information systems (WHMIS) training;
- 8.03 Based upon the applicability to departments, the Employer will provide optional in-service programs which may include, but will not be limited to the following:
- (a) CPR;
 - (b) a certification under the Food Safe or other programs as may be required by the regulatory authority;
 - (c) prevention of resident abuse, Protection for Persons in Care (PPIC) legislation and regulations;
 - (d) dementia' care training,
- 8.04 (a) It is the goal of the Employer to provide Employees with options as to when to attend training sessions in an attempt to avoid requiring an Employee to attend on a regular day of rest. When options are available, an Employee will ~~continue~~ **select** training dates that do not impact their days of rest. An Employee who is required by the Employer to attend staff development activities on a regularly scheduled day of rest shall be:
- (i) ~~paid at the applicable rate of pay for the hours attending the session. granted equivalent time off in lieu at some other mutually agreeable time, or if impractical, the Employee shall be paid in accordance with Article 8.04(a)(i).~~ **paid at the applicable rate of pay for the hours attending the session.**
 - (b) An Employee who is required to attend staff development ~~at a site activities~~ on a regularly scheduled day of work shall be paid for all hours, ~~inclusive of travel time~~ at the **Basic Rate of Pay** ~~applicable rate of pay.~~

(c) An Employee who is required by the Employer to attend staff development training activities, courses, seminars, staff meetings, Occupational Health and Safety, or Employee Management Advisory Committee (EMAC) meetings shall be entitled to the provisions of Article 24: Transportation, subject to Article 8.05 below and shall be reimbursed for any required course materials and registration fees.

8.05 ~~Notwithstanding Article 8.01 and 8.02, k~~Kilometrage and travel time shall not be paid for travel to the Employee's regular work site ~~on a regularly scheduled day of work~~. If the staff development activity, as defined in Article 8.01 is taking place at another work site, kilometrage **of greater than thirty-five (35) kilometers from the Employee's home site,** and time will be paid for travel at the rate outlined in Article 24: Transportation.

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

ARTICLE 9
PROBATIONARY PERIOD

Current

ARTICLE 10
SENIORITY

Current

ARTICLE 11
PERFORMANCE APPRAISALS

11.01 The Parties recognize the desirability of a performance appraisal system designed to effectively use and develop the human resources of the Employer. The purpose of the performance appraisal is to provide a constructive review of the Employee's performance.

11.02 (a) Employees shall receive a written performance appraisal regularly in accordance with the policy of the Employer.

(b) Meetings for the purpose of the performance appraisal interview shall be scheduled by the Employer with reasonable advance notice. At the interview, the Employee shall be given a copy of their performance appraisal document. The Employee shall sign their performance appraisal for the sole purpose of indicating that the Employee is aware of the performance appraisal, and shall have the right to respond in writing within ten (10) days of the interview and that reply shall be placed in their personnel file.

11.03 (a) By appointment made at least three (3) working days in advance, an Employee may view their personnel file once each year or when the Employee has filed a grievance. An Employee may be accompanied by a Union Representative when viewing their personnel file.

(b) An Employee shall be given a copy of the contents of their personnel file upon request, not more frequently than once in a calendar year, or when the Employee has filed a grievance.

11.04 An Employee's performance appraisal shall not be released by the Employer to any person except to **Legal Counsel**, a Board of Arbitration, or as required by law, without the written consent of the Employee.

ARTICLE 12
JOB POSTINGS, TRANSFERS AND PROMOTIONS

12.01 The Employer shall post notices of vacancies of Regular and Temporary positions covered by this Collective Agreement not less than seven (7) calendar days in advance of making an appointment. The posting shall contain the following information:

- (a) classifications;
- (b) qualifications and responsibilities required;
- (c) employment status;
- (d) regular hours of work (if applicable) or full-time equivalency (if applicable);
- (e) Basic Rate of Pay;
- (f) Site(s); and
- (g) if a temporary position, the duration of the position.

12.02 In making appointments as a result of a posting, preferential consideration over outside applicants shall be given to Employees who possess the required qualifications needed to fill the position. In considering applicants, the Employer will use the following order of consideration:

- (a) Employees at the site at which the posting occurs;
- (b) Employees of the Employer covered by this or other AUPE Collective Agreements;
- (c) external applicants.

An applicant chosen under Article 12.02(a) or 12.02(b) will transfer their service and their seniority (as a Regular or Temporary Employee of the Employer), and will have all rights set out in this Collective Agreement as if there was no break in continuous employment.

12.03 Subject to recall rights as provided in Article 33.10, when making promotions and transfers and filling vacancies for positions covered by this Collective Agreement, the determining factors shall be requisite job related skills, abilities, training and knowledge, experience, and where these factors are considered by the Employer to be equal and satisfactory, seniority shall be the deciding factor.

12.04 An Employee who applies for and is successful for a temporary position shall maintain their status. 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 Employee shall return to their former position, and the Casual Employee shall resume the normal terms and conditions applicable to a Casual Employee.

12.05 Applications for vacancies, transfers or promotions, shall be made in ~~writing to such officer~~ **as in accordance with the Employer may designated procedure.**

- 12.06 When circumstances require the Employer to fill a vacancy pending completion of the transactions contemplated in this Article, the appointment shall be made on a casual basis only.
- 12.07 During the term of a temporary position, the incumbent Employee shall be eligible to apply on postings in accordance with the following:
- (a) Such Employees shall be eligible to apply on postings of vacancies for regular positions pursuant to Article 12. In the event that such Employee is successful on a posting pursuant to Article 12, the Employer shall not be required to post any resulting vacancy, if the time remaining in the temporary position is less than three (3) months.
 - (b) Where a vacancy for a temporary position exists in another department, such Employee shall not be eligible to apply, unless the position posted commences after the expiry of the temporary position for which the Employee was hired.
- 12.08 Applicants for transfer and/or promotions, shall be informed in writing of their acceptance or rejection.
- 12.09 On commencement of employment, a new Employee shall be provided with a copy of their position description or list of duties.
- 12.10
- (a) A Regular Employee who is the successful applicant on a posting in a different classification or a new program shall be considered on a trial period in the new position for three hundred and ten (310) hours worked or six (6) months, whichever is less, following the date of appointment. During the trial period, the Regular Employee may choose to return or the Employer may direct the Regular Employee to return to the Regular Employee's former position and their Basic Rate of Pay without loss of seniority.
 - (b) In circumstances where reinstatement is not possible, the Employer shall assign the Employee to a similar position consistent with their abilities and/or qualifications, which 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.
- 12.11 The foregoing provisions shall be waived and inoperative when placement of an Employee in a job within the bargaining unit is effected to accommodate a request by the Workers' Compensation Board or the underwriters of the long-term disability income insurance plan to provide a period of rehabilitative work experience for Employees of this bargaining unit.
- 12.12 In instances where a Regular Employee accepts a regular or temporary managerial position which is outside the scope of this Collective Agreement, the resultant vacancy shall be posted as a temporary position, not exceeding twelve (12) months. In the event that the former Employee is returning to the Bargaining Unit prior to or at the completion of the temporary position, the Employee shall be reinstated into their former position. The Union shall be notified whenever this clause is applied.
- 12.13 When the provisions of this Article create subsequent vacancies, the Employer may offer the position(s) to qualified internal applicants, in accordance with Article 12.03, without further postings.**

ARTICLE 13

JOB CLASSIFICATION

New Classifications

- 13.01 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 this Collective Agreement provided that:
- (a) the Parties to this Collective Agreement mutually agree that the classification is within the scope of this Collective Agreement, or, failing that;
 - (b) the Labour Relations Board rules that the new classification is within the scope of this Collective Agreement.
- 13.02
- (a) When a new classification is created under Article 13.01 above, for which there is no pay scale in this Collective Agreement, the Employer may establish an interim pay ~~scale rate~~ and agrees to give written notice to the Union of the new classification and the proposed ~~pay scale Basic Rate of Pay~~ for such classification within twenty (20) calendar days.
 - (b) The Union may contest the proposed ~~pay scale Basic Rate of Pay~~ by sending written notice to the Employer not later than twenty (20) calendar days from the date of the Employer's notice.
 - (c) Should the Parties not be able to agree to the ~~pay scale Basic Rate of Pay~~, the Union may within sixty (60) calendar days of the date the new classification was created or included in the bargaining unit, refer the ~~pay salary~~ scale to Arbitration. Should the Union not refer the matter to Arbitration within the stated time limit, the final position of the Employer, as stated in negotiations, shall be implemented.
 - (d) Should the Parties through discussion and negotiation not be able to agree to a ~~classification position~~ title, it is understood that the Employer's decision in respect to the ~~classification position~~ title shall not be subject to the **Grievance and Arbitration** procedure in this Collective Agreement or in the *Code*.
 - (e) If the interim ~~pay scale rate of pay~~ is amended as a result of negotiations or arbitration, the amended ~~pay scale Basic Rate of Pay~~ shall be effective from the date the Union received notice from the Employer of the new classification.

Classification Review

- 13.03
- (a) An Employee who has reason to believe that their work is improperly classified, may apply in writing to the **Classification and Compensation** ~~Human Resources~~ Department, with a copy to their **immediate out-of-scope Manager** ~~supervisor~~, to have their classification reviewed. The **Classification and Compensation** ~~Human Resources~~ Department will give consideration to such application and notify the Employee within sixty (60) **calendar** days.
 - (b) Request for a classification review for any one (1) job shall be considered only once in a two (2) year period.
 - (c) Should the Employee feel that the Employee has not received proper consideration in regard to a classification review, the Employee may request

that the matter be **referred to the Appeal Process outlined in 13.06** further reviewed by discussion between the Union and the Employer.

~~(d) The Employer shall notify the Union of the decision within thirty (30) calendar days of the matter being brought by the Union to the Employer.~~

~~Should either of the parties not agree with the results of the classification review, they may:~~

~~(i) first submit to the Alternate Resolution Process as set out in LOU #13;~~

~~(ii) and then if there is still no agreement, forward directly to Arbitration under Article 36.~~

Classification Adjustment

13.04 **(a)** When an Employee **whose position is reclassified** transferred to a classification with a higher **end rate** ~~rate of pay~~, the Employee shall be advanced to the start rate of such higher classification, except where the 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.

(b) The effective date of a reclassification to a higher rate of pay shall be the date the application to the Classification and Compensation Department was first submitted.

13.05 An Employee whose position is reclassified to one with a lower **end rate** existing ~~Basic Rate of Pay~~, through no cause of their own, shall **be red-circled at** ~~not have~~ their existing Basic Rate of Pay altered from the existing ~~Basic Rate of Pay~~ the Employee was earning ~~on the date their position was reclassified~~ until such time as: ~~the existing Basic Rate of Pay in the lower employment classification exceeds the existing Basic Rate of Pay in the lower paid classification or is equal to or greater than their previous existing Basic Rate of Pay, at which time the Employee will then receive the existing Basic Rate of Pay for the classification to which the position is allocated.~~

a) the rate of pay in the new classification meets or exceeds the Employee's existing Basic Rate of Pay, at which time the Employee will then receive the Basic Rate of Pay for the classification to which the position is allocated; or

b) the Employee voluntarily moves to a new position; or

c) a period of twelve months has passed following the date the Employee was notified of the Employer's decision under 13.03(a)

Classification Appeal Process

13.06 If the Employer changes the classification allocation of the work being performed by a Regular Employee, and the Employee disagrees with the new classification allocation, or if the Employee disagrees with the outcome of the classification review, the Employee may appeal the Employer's decision,

(a) Step 1 (Internal Appeal Process)

The request to appeal a classification decision shall be in writing, and signed by the Employee. The request to appeal shall list the reasons for disagreeing with the classification allocation decision. **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.

The appeal shall be requested by the Employee, to the Employee's immediate supervisor, within ten (10) calendar days of the time that the Employee could reasonably have become aware of the Employer's classification allocation decision. The supervisor shall forward the appeal to a Classification and Compensation Department within ten (10) calendar days.

The decision of the Employer from the Classification and Compensation Department regarding the classification appeal shall be made known to the Employee within twenty-one (21) calendar days of receipt of the written appeal.

(b) **Step 2 (External Review Process)**

Within ten (10) calendar days of receipt of the decision of the **Classification and Compensation** ~~Human Resources~~ Department, the Employee may submit to the **Classification and Compensation** ~~Human Resources~~ Department a written request to have the classification allocation decision reviewed by a Classification Appeal Committee. The Classification Appeal Committee shall consist of a **Director** ~~the Senior Operating Officer~~ or a designate, a representative from the **Classification and Compensation** ~~Human Resources~~ Department and a member of the Union. Upon receipt of the appeal, a meeting, if requested by either Party, shall be arranged by the Employer within twenty-one (21) calendar days. The Employee and a Union Representative shall be permitted to present information relevant to the classification allocation of the position, to the Classification Appeal Committee.

The Classification Appeal Committee shall render a classification allocation decision, in writing, to be forwarded to the Union and the applicant within ten (10) calendar days of the date of the meeting.

(c) Should the Employee not be satisfied with the results of the Appeal Committee, the Union may advance the issue directly to the Arbitration in accordance with Article 36.

~~(d) The effective date of a reclassification to a higher rate of pay shall be the date the application to the Human Resources Department was first submitted.~~

Bargaining Unit Changes

13.07

Where a position is placed within the Bargaining Unit by a decision of the Labour Relations Board, or by agreement by the parties, the rates of pay and other unique or non-standard terms and conditions applicable shall be subject to negotiation between the parties. Where mutual agreement is not obtained concerning the rates of pay or the terms and conditions, this matter shall be referred arbitration as provided in the Collective Agreement to an Arbitration Board who shall have the power to establish a rate of pay and terms and conditions for the position in question.

ARTICLE 14
HOURS OF WORK

14.01 **Continuous Operation**

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

14.02 **Posting of Shift Schedules**

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

14.03 **Daylight Saving Time**

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

14.04 **Request to Report for a Later Shift**

In the event a Regular Employee reports for work as scheduled and is requested by the Employer to report for a later shift, the Regular Employee shall be compensated for the inconvenience by payment of three (3) hours pay at the Employee's Basic Rate of Pay.

14.05

Rest Periods

- (a) All Regular Employees shall be permitted one (1) rest period of fifteen (15) minutes during each period of three point eight seven five (3.875) hours of work, the time of which shall be scheduled by the Employer. Rest periods will not be scheduled in conjunction with meal periods, starting times, quitting times, or taken together except by mutual agreement of the Employee and the Employer.
- (b) If an Employee is unable to take their or their paid rest period or where an Employer directs an Employee to work, or return to duty, during the Employee's rest period, the Employee shall:
 - (i) be provided with a rest period by the end of the Employee's shift; or
 - (ii) where a rest period by the end of the shift is not possible, be paid for an additional fifteen (15) minutes at two times (2X) the Employee's Basic Rate of Pay.

14.06

Meal Periods

- (a) A meal period of not less than one-half (1/2) hour and not more than one point five (1.5) hours shall be granted to all Employees at approximately the mid-point of each work period that exceeds four (4) hours. Such meal period shall be without pay except as provided for in Article 14.06(b).
- (b) An Employee who is directed by the supervisor to remain on duty or is recalled to duty during their meal period shall:
 - (i) be provided with a meal period later in the Employee's shift; or
 - (ii) where a meal period later in the shift is not possible, be paid for the meal period at two times (2X) the Employee's Basic Rate of Pay.

14.07

Employee Shift Exchange

- (a) Employees may exchange shifts among themselves, provided that:
 - (i) the exchange is agreed to, in writing, between the affected Employees; and
 - (ii) prior approval of such exchange has been given by the Employee's immediate supervisor.
- (b) Where such a request is made in writing, the Employer's reply shall also be in writing.
- (c) Such exchange shall be recorded on the shift schedule.
- (d) Such exchange shall not be a violation of the provisions of this Collective Agreement.
- (e) Such change shall not result in any extra cost for the Employer.

14.08

Full-time Employees

- (a) Regular hours of work, exclusive of meal periods, for Regular Full-time Employees, shall be:
 - (i) seven point seven five (7.75) work hours per day; and
 - (ii) thirty-eight point seven five (38.75) hours per week averaged over one (1) complete cycle of the shift schedule.
- (b) Regular Full-time Employees who are scheduled to rotate shifts (days, evenings and nights; or days and evenings; or days and nights) shall be assigned not less than one-third (1/3) day shifts during a shift cycle, unless otherwise mutually agreed to between the Employer and the Employee. The Employer shall consider a request by such Employee(s) to work permanent evenings and/or night shifts.
- (c) Unless otherwise mutually agreed between the Employer and the Employee, shift schedules for Regular Full-time Employees shall provide for:
 - (i) ~~not more than two (2) different shift starting times between scheduled days off;~~
 - (ii) **at least two (2) consecutive days off averaged over one (1) work cycle of not more than fourteen (14) calendar days** ~~days off to be consecutive;~~
 - (iii) not more than six (6) consecutive days of work without receiving their days off;
 - (iv) at least ~~fifteen point five (15.5)~~ **(15.0)** hours between scheduled shifts, **or where there is mutual agreement between the Employer and the majority of the Employees affected by the revised schedule, at least twelve (12) hours between regularly scheduled shifts;**
~~no split shifts; and~~
 - (v) days off to be scheduled in such a way as to equally distribute weekends off over a shift cycle among the Regular Full-time Employees who perform the work involved. However, no Employee shall have less than two (2) weekends off in a ~~six (6) five (5)~~ week period. "Weekend" shall mean a Saturday and the following Sunday, assuring a minimum of **fifty-five point five (55.5)** ~~fifty-six (56)~~ hours off duty.

14.09

Part-time Employees

- (a) Hours of work for Regular Part-time Employees shall be:
 - (i) up to seven point seven five (7.75) hours in any one (1) day, exclusive of meal periods;
 - (ii) scheduled to work in a manner where the ratio of work days to non-work days does not exceed five (5)/two (2) averaged over one (1) **complete work cycle of the shift schedule.** ~~of not more than fourteen (14) calendar days.~~ **Upon mutual agreement between the Parties, this sub-article may be waived with respect to shifts of four hours or less.**
- (b) Regular Part-time Employees who are scheduled to rotate shifts (days, evenings and nights; or days and evenings; or days and nights) shall be assigned not less

than one-third (1/3) day shifts during a shift cycle, unless otherwise mutually agreed to between the Employer and the Employee. The Employer shall consider a request by such Employee(s) to work permanent evenings and/or night shifts.

- (c) Unless otherwise mutually agreed between the Employer and the Employee, shift schedules for Regular Part-time Employees shall provide for:
- (i) ~~not more than two (2) different shift starting times between days off;~~
 - (ii) **at least two (2) consecutive days off, averaged over one (1) work cycle of not more than fourteen (14) calendar days** ~~days off to be consecutive;~~
 - (iii) not more than six (6) consecutive days of work without receiving their days off;
 - (iv) at least **fifteen point five (15.5) (15.0)** ~~point five (15.5)~~ hours between scheduled shifts;
 - (v) a minimum of three (3) hours per shift;
~~no split shifts; and~~
 - (vi) except for cases of emergency, days off will be scheduled in such a way as to equally distribute weekends off over a shift cycle among the Regular Part-time Employees who perform the work involved. No Employee shall have less than two (2) weekends off in a **six (6) five (5)** ~~five (5)~~ week period. "Weekend" shall mean a Saturday and the following Sunday, assuring a minimum of **fifty-five point five (55.5) fifty-six (56)** ~~fifty-six (56)~~ hours off duty. This clause does not apply to Part-time Employees who are employed specifically for weekend work.
- (d)
- (i) Regular Part-time Employees who wish to be considered for additional hours of work to meet temporary operational requirements within their Employee grouping shall advise **the Employer of their availability in a manner set out by the Employer.** ~~their immediate supervisor, in writing, as to the extent of their availability.~~ Employees on layoff, or who have had their normal hours of work reduced, shall have priority for additional hours up to their normal hours of work. All other additional hours of work shall be offered in order of seniority, subject to (d)(ii). Part-Time Employees shall be given first opportunity **for additional hours paid at the Basic Rate of Pay.** ~~when additional hours are available.~~
 - (ii) Employees who have indicated their availability will be contacted **at the contact number/address** ~~by telephone at all numbers~~ provided by the Employee. If there is no response, the Employer will move on to the next name on the list to offer the hours.
 - (iii) At the time additional work is being offered, the Employee shall be responsible for advising the Employer whether the Employee will be in an overtime situation if the Employee accepts the additional work. The Employer is not obligated to call in Part-time Employees for additional work if such additional work would result in the Employer having to incur overtime costs.

- (e) The Basic Rate of Pay will prevail for additional hours of work voluntarily accepted by a Regular Part-time Employee beyond their scheduled hours. ~~provided:~~ **Where any of the following conditions are met, such Employee shall be entitled to overtime paid in accordance with Article 15.01(b)**
- (i) the hours worked ~~do not~~ exceed seven point seven five (7.75) hours per day; ~~and~~
 - (ii) the hours worked ~~do not~~ exceed thirty-eight point seven five (38.75) hours per week averaged over one (1) complete cycle of the shift schedule; ~~and~~
 - (iii) the Part-time Employee ~~does not~~ works in excess of six (6) consecutive days without days off, **unless mutually agreed between the Employee and Employer; and-or**
 - (iv) the Part-time Employee ~~does not~~ works in excess of ten (10) days in a fourteen (14) day period, **unless mutually agreed between the Employee and Employer.**

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

14.10 **Optional Scheduling Provisions**

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

14.11 **Extended/Modified Work Day**

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

ARTICLE 15
OVERTIME

- 15.01 (a) The Employer shall determine when overtime is necessary and for what period of time it is required.
- (b) All authorized overtime worked in excess of and in conjunction with seven point seven five (7.75) hours per day shall be paid at the rate of **one point five (1.5x)** the Basic Rate of Pay **for the first four (4) hours and two times (2x) for any hours thereafter.**
- 15.02 Failure to provide at least ~~fifteen point five (15.5)~~ **(15.0)** hours rest between scheduled shifts, or twelve (12) hours where applicable, shall result in payment of overtime at established rates **as per Article 15.01 (b)** for any hours worked during normal rest periods unless the Employer and the Union have mutually agreed to optional scheduling provisions that provide for less than ~~fifteen point five (15.5)~~ **(15.0)** hours rest between scheduled shifts.
- 15.03 Employees shall not be required to layoff during their regular scheduled shifts to equalize any overtime worked previously.
- 15.04 An Employee who is eligible for overtime and who works a double shift (continuous) shall be provided with access to a meal during the second (2nd) shift at no cost, to a maximum value of \$20.75.
- 15.05 **Full-Time Employees**
- Overtime shall be shared as equally as possible amongst Full-time Employees who perform the work involved.
- 15.06 (a) Full-time Employees required to work by the Employer on their scheduled days off shall be paid ~~two times (2X) the Basic Rate of Pay~~ **one point five (1.5x)** the Basic Rate of Pay **for the first four (4) hours and two times (2x) for any hours thereafter.**
- (b) Where an Employee works overtime on a Named Holiday in accordance with Article 25, Named Holiday pay as outlined in Article 25.03 shall not apply for overtime hours worked. Overtime worked on a Named Holiday shall be paid as follows:
- (i) for all overtime hours worked on a Named Holiday at ~~two point five times (2.50x)~~ the Basic Rate of pay
- (ii) ~~for all overtime hours worked on August Civic Holiday and Christmas at three times (3x) the Basic Rate of Pay~~
- 15.07 (a) A Full-time Employee may request time off in lieu of overtime worked to be taken in conjunction with their annual vacation by mutual agreement.
- (b) In the event mutual agreement between the Full-time Employee and the Employer is not reached, time off in lieu of overtime may be taken at another mutually agreeable time within three (3) months of the pay period in which the overtime was worked.
- (c) Time off in lieu of overtime shall be the equivalent of the actual time worked adjusted by the applicable overtime rate.

- (d) Where mutual agreement with respect to scheduling time off in lieu of overtime cannot be reached, all overtime shall be paid out by March 31st of each year.

Part-Time Employees

- 15.08 Overtime shall be shared as equally as possible amongst Part-time Employees who perform the work involved.
- 15.09 Where Part-time Employees work overtime on a Named Holiday in accordance with Article 25, Named Holiday pay as outlined in Article 25.03 shall not apply for overtime hours worked. Overtime worked on a Named Holiday shall be paid as follows:
 - (a) for all overtime hours worked on a Named Holiday at two ~~point five~~ times (2.50x) the Basic Rate of pay
 - (b) ~~for all overtime hours worked on August Civic Holiday and Christmas at three times (3x) the Basic Rate of Pay~~
- 15.10 (a) Where mutually agreed by the Employer and the Regular Part-time Employee, such Employee may receive time off in lieu of overtime. Such time off shall be equivalent to the actual time worked adjusted by the applicable overtime rate and taken at a time mutually agreed by the Employer and the Employee.
 - (b) Where mutual agreement with respect to scheduling time off in lieu of overtime cannot be reached, all overtime shall be paid out by March 31st of each year.

ARTICLE 16
SALARIES

Current

ARTICLE 17
RECOGNITION OF PREVIOUS EXPERIENCE

Current

ARTICLE 18
PYRAMIDING

Current

ARTICLE 19
SHIFT DIFFERENTIAL

- 19.01 **Evening Shift Differential**
A shift premium of ~~two dollars and seventy five cents (\$2.75)~~ **one dollar and fifty-five cents (\$1.55)** per hour shall be paid:
 - (a) ~~to Employees working a shift where the majority of such shift falls within the period fifteen hundred (1500) hours to twenty three hundred (2300) hours; or~~

- (b) to Employees for each regularly scheduled hour worked between ~~fifteen~~ **nineteen** hundred (~~1500~~ **1900**) hours to twenty-three hundred (2300) hours, provided that greater than ~~one (1)~~ **two (2) hours** are worked between ~~fifteen~~ **nineteen** hundred (~~1500~~ **1900**) hours to twenty-three hundred (2300) hours;
- (c) 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) hours and seventeen hundred (1700) hours, no shift differential will be paid.~~

19.02

Night Shift Differential

A shift differential of ~~five~~ **two** dollars (~~\$5.00~~ **\$2.00**) per hour shall be paid:

- (a) ~~to Employees working a shift where the majority of such shift falls within the period of twenty-three hundred (2300) hours to zero seven hundred (0700) hours provided that greater than one (1) hour is worked between twenty-three hundred (2300) hours and zero seven hundred (0700) hours; or~~
- (b) to Employees for each regularly scheduled hour worked between twenty-three hundred (2300) hours to zero seven hundred (0700) hours provided that greater than ~~one (1)~~ **two (2) hours** ~~one (1)~~ **are** worked between twenty-three hundred (2300) hours and zero seven hundred (0700) hours.
- (c) to Employees for all overtime hours worked which fall within the period between twenty-three hundred (2300) hours to zero seven hundred (0700) hours.

19.03

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

19.04

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

ARTICLE 20
WEEKEND PREMIUM

20.01

A weekend premium of ~~three dollars and twenty-five cents (\$3.25)~~ **one dollar and sixty cents (\$1.60)** per hour shall be paid:

- (a) ~~to Employees working a shift wherein the majority of such shift falls within the sixty-four (64) hour period commencing at fifteen hundred (1500) hours on a Friday; or~~
- (b) to Employees working each regularly scheduled hour worked ~~after fifteen hundred (1500) hours on a Friday provided that greater than two (2) hours are worked within the sixty-four (64) hour period commencing at fifteen hundred (1500) hours on a Friday~~ **between zero hundred (0000) hours on Saturday and twenty-four hundred hours (2400) on Sunday night;**

- (c) to Employees working all overtime hours ~~which fall within the sixty-four (64) hour period commencing at fifteen hundred (1500) hours on a Friday.~~ **between zero hundred (0000) hours on Saturday and twenty-four hundred hours (2400) on Sunday night.**

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

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

ARTICLE 21
ACTING INCUMBENCY

Current

ARTICLE 22
ON-CALL DUTY/ CALL-BACK

Current

ARTICLE 23
CASUAL AND TEMPORARY EMPLOYEES

23.01 **Application**

- (a) Except as specifically provided hereinafter, the provisions of this Collective Agreement shall not apply to Casual and Temporary Employees.
- (b) The provisions of Articles:
- 1 Term of Collective Agreement
 - 2 Definitions
 - 3 Union Recognition
 - 4 Application
 - 5 Dues Deduction
 - 6 Management Rights
 - 7 **No Harassment and No Discrimination**
 - 9 **Probationary Period**
 - 12 Job Postings, Transfers and Promotions
 - 13 Job Classification
 - 16 Salaries
 - 17 Recognition of Previous Experience
 - 18 Pyramiding
 - 19 Shift Differential

- 20 Weekend Premium
- 21 Acting Incumbency
- 22 On-Call Duty/Call-Back
- 35 Occupational Health and Safety
- 36 Grievance Procedure
- 37 Union Stewards
- 38 Employee-Management Advisory Committee
- 39 Uniforms
- 41 Job Description
- 42 Employment Insurance Premium Reductions
- ~~43 Personal Leave~~

shall apply to Casual and Temporary Employees.

23.02

Hours of Work

- (a) The provisions of Article 14.01 through 14.06, and 14.10 apply to Casual and Temporary Employees employed in a regularly scheduled Full-time or Part-time capacity and:
 - (i) the provisions of Article 14.08 apply to Casual and Temporary Employees who are employed in a regularly scheduled Full-time capacity;
 - (ii) the provisions of Article 14.09 apply to Casual and Temporary Employees who are employed in a regularly scheduled Part-time capacity;
 - (iii) available hours of work shall be distributed to Casual Employees in accordance with Article 14.09(d).

23.03

Reporting for a Later Shift

Current

23.04

Overtime

Consequential Amendments

23.05

Transportation Allowance

Consequential Amendments

23.06

Vacation

Current

23.07

Named Holidays

- (a) Casual and Temporary Employees required to work on a named holiday shall be paid at one point five times (1.5X) their Basic Rate of Pay for all hours worked on the named holiday.
- ~~(b) Casual and Temporary Employees shall be paid five percent (5%)~~ **the percentage amount, as set in accordance with the Alberta *Employment Standards Code*, of**

their earnings at the Basic Rate of Pay and of their vacation pay in lieu of named holidays.

~~(c) — A Casual or Temporary Employee who works on Christmas Day and/or the August Civic Holiday Day shall be paid at the rate of two times (2X) their Basic Rate of Pay for all hours worked.~~

(c) Casual and Temporary Employees required to work overtime on a named holiday shall be paid for such hours at the rate of **two times (2.0X) the Basic Rate of Pay.**

23.08 **Health Benefits**

Current

23.09 **Personal Leave**

a) Temporary and Casual Employees are not entitled to personal leave days.

23.0910 **Bereavement Leave**

Current

23.1011 **Workers' Compensation**

Current

23.1112 **Personnel Files**

Current

23.1213 **Seniority**

Current

~~23.13 **Probationary Period**~~

~~Current~~

23.14 **Resignation**

Current

23.15 **Staff Development and Meetings**

Consequential amendments

23.16 **Employee Benefits Plan**

Current

23.17 **Sick Leave**

Current

23.18 **Time Off for Union Business**

Current

23.19 **A Casual Employee who has not worked any hours within a three (3) month period without making prior arrangements with the Employer will be deemed to have resigned their Employment with the Employer.**

ARTICLE 24
TRANSPORTATION

Current

ARTICLE 25
NAMED HOLIDAYS

25.01 Any reference to named holidays in this Agreement applies to the following days:

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

and all general holidays proclaimed to be a statutory holiday by any of the following levels of Governmental authority:

- (a) the Municipal Government in which the base office is located;
- (b) the Province of Alberta; or
- (c) the Government of Canada.

25.02 In addition to the foregoing named holidays, Full-time Employees who are in the employ of the Employer on January 1st, shall be granted one (1) additional holiday as a "floater" holiday. The floater holiday will be scheduled by mutual agreement between the Employer and the Employee. If the holidays are not taken by the last day of ~~November~~ **December** in any given year, they shall **not** be paid out.

25.03 No payment shall be due for the named holiday, which occurs during:

- (a) a layoff; or
- (b) all forms of leave during which an Employee is not paid; or
- (c) an absence while in receipt of disability insurance or Workers' Compensation Benefits.

25.04 A Full-time Employee shall be entitled to a day off with pay on, or for, a named holiday provided she:

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

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

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

~~(b) A Full Time Employee who works on Christmas Day and/or the August Civic Holiday shall be paid for all regularly scheduled hours worked on the Named holiday at two times (2X) the Basic Rate of Pay plus:~~

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

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

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

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

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

25.08 If the Employer designates a common date for the day off with pay in lieu of a named holiday which falls on a Saturday or Sunday, such common date shall be designated by way of notice posted at least ~~six (6)~~ **three (3)** months prior to the occurrence of the named holiday.

25.09 Subject to Articles 26.02(a) and (b)

- (a) (i) A Full-Time 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, they shall be given either Christmas Day 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 Day or New Year's Day from year to year.

- (b) A Full-Time Employee granted Christmas Day off in accordance with Article 25.09(a) shall be scheduled such that they shall have two (2) consecutive days where they will not be obliged to work (i.e. December 24th and 25th, or December 25th and 26th).
- (c) A Full-time Employee granted New year's Day off in accordance with Article 25.09(a) shall be scheduled such that they shall have two (2) consecutive days where they will not be obliged to work (i.e. December 31st and January 1st, or January 1st and 2nd).

25.10

Part-Time Employees

- (a) A Part-time Employee who works on a named holiday (not the designated day off in lieu as per Article 25.08) shall be paid the rate of one point five times (1.5X) their Basic Rate of Pay for all hours worked up to seven point seven five (7.75) hours.
- (b) Part-time Employees shall be paid five percent (5%) of their earnings paid at the Basic Rate of Pay, in lieu of named holidays.
- ~~(c) A Part time Employee who works on Christmas Day and/or the August Civic Holiday shall be paid the rate of two times (2X) their Basic Rate of Pay for all hours worked up to seven point seven five (7.75) hours.~~

25.11

All accumulated time in lieu of a Named Holiday shall be paid out prior to March 31st of each year.

25.12

Subject to Articles 26.02(a) and (b)

- (a)
 - (i) A Part-Time Employee shall be so scheduled as to provide the Employee with days off on at least three (2) of the actual Named Holidays. In addition, they shall be given either Christmas Day 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 Day or New Year's Day from year to year.
- (b) A Part-Time Employee granted Christmas Day off in accordance with Article 25.09(a) shall be scheduled such that they shall have two (2) consecutive days where they will not be obliged to work (i.e. December 24th and 25th, or December 25th and 26th).
- (c) A Part-time Employee granted New year's Day off in accordance with Article 25.09(a) shall be scheduled such that they shall have two (2) consecutive days where they will not be obliged to work (i.e. December 31st and January 1st, or January 1st and 2nd).

ARTICLE 26
VACATIONS

26.01

Definitions

For the purpose of this Article:

- (a) "vacation" means annual vacation with pay.

- (b) "continuous service" means the period of employment commencing with the date on which an Employee's uninterrupted service with the Employer commenced.

26.02

Time of Vacation

- (a)
 - (i) The Employer shall post the vacation schedule planner by January 1st of each year. Where an Employee submits their vacation preference by March 31st of that year, the Employer shall indicate approval or disapproval of that vacation request by April 30th of that year. **Employees are required to request at least seventy-five percent (75%) of their annual vacation entitlement on the vacation planner.**
 - (ii) Where an Employee submits their request in writing for vacation within the timeframe of January 1st to March 31st stipulated in Article 26.02(a)(i) above, vacation dates shall be allocated based on seniority. Requests for vacation which are submitted after March 31st shall be dealt with on a first-come, first-serve basis.
 - (iii) When an Employee submits a request in writing after April 30th for vacation, the Employer shall indicate approval or disapproval in writing of the vacation request within ten (10) working days of the request.
- (b) Requests to use vacation shall be subject to the approval of the Employer and shall not exceed the number of vacation days earned to the date of the request.
- (c) Notwithstanding Article 26.02(b), the Employer shall grant the annual vacation to which the Employee is entitled in one (1) unbroken period unless otherwise requested by the Employee. Upon the request of the Employee, earned vacation credits may be divided into more than one (1) vacation period if approved by the Employer. Such request shall not be unreasonably denied. An Employee who chooses to divide their vacation may only exercise seniority rights as per Article 26.02(a)(ii) for one (1) vacation period per calendar year.
- (d) No Regular Employee may continue to work and draw vacation pay in lieu of taking their vacation.
- (e) Employees shall be permitted to maintain a level of vacation equal to one (1) year's vacation entitlement plus an additional five (5) days [thirty-eight point seven five (38.75) hours].

26.03

Vacation Entitlement for Full-time Employees

During each year of continuous service with the Employer, a Regular Full-time Employee shall earn entitlement to a vacation with pay. The rate of at which such entitlement is earned shall be determined by the length of such service as follows:

- (a) during the first (1st) to second (2nd) year of such employment an Employee earns a vacation of fifteen (15) working days;
- (b) during the third (3rd) to ninth (9th) years of such employment an Employee earns a vacation of twenty (20) working days;
- (c) during the tenth (10th) to nineteenth (19th) years of such employment an Employee earns a vacation of twenty-five (25) working days;

- (d) during the twentieth (20th) and subsequent years of such employment an Employee earns a vacation of thirty (30) working days.
- (e) **Supplementary Vacation**
 - (i) Upon having reached the employment anniversary of twenty-five (25) years of continuous service, Full-Time Employees shall have earned an additional five (5) working days vacation with pay.
 - (ii) Upon having reached the employment anniversary of thirty (30) years of continuous service, Full-Time Employees shall have earned an additional five (5) working days vacation with pay.
 - (iii) Upon having reached the employment anniversary of thirty-five (35) years of continuous service, Full-Time Employees shall have earned an additional five (5) working days vacation with pay.
 - (iv) Upon having reached the employment anniversary of forty (40) years of continuous service, Full-Time Employees shall have earned an additional five (5) working days vacation with pay.
 - (v) Upon having reached the employment anniversary of forty-five (45) years of continuous service, Full-Time Employees shall have earned an additional five (5) working days vacation with pay.
 - (vi) Subject to Article 26.02, 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.

26.04

Vacation Entitlement for Part-time Employees

During each year of continuous service with the Employer, a Regular Part-time Employee shall earn vacation with pay calculated in hours in accordance with the following formula:

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

- (a) six percent (6%) during the first (1st) to second (2nd) year of such employment; or
- (b) eight percent (8%) during the third (3rd) to ninth (9th) employment years; or
- (c) ten percent (10%) during the tenth (10th) to nineteenth (19th) employment years; or
- (d) twelve percent (12%) during the twentieth (20th) and subsequent employment years.
- (e) **Supplementary Vacation**
 - (i) Upon having reached the employment anniversary of twenty-five (25) years of continuous service, Employees shall have earned a one-time additional two percent (2%) for supplementary vacation to be scheduled in accordance with Article 26.02.
 - (ii) Upon having reached the employment anniversary of thirty (30) years of

continuous service, Employees shall have earned a one-time additional two percent (2%) for supplementary vacation.

- (iii) Upon having reached the employment anniversary of thirty-five (35) years of continuous service, Employees shall have earned a one-time additional two percent (2%) for supplementary vacation.
- (iv) Upon having reached the employment anniversary of forty (40) years of continuous service, Employees shall have earned a one-time additional two percent (2%) for supplementary vacation.
- (v) Upon having reached the employment anniversary of forty-five (45) years of continuous service, Employees shall have earned a one-time additional two percent (2%) for supplementary vacation.
- (vi) Subject to Article 26.02, 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.

(f) Regular Part-Time Employees will be paid for their scheduled shifts during their approved vacation blocks. To supplement their income while on vacation, a Regular Part-Time Employee may request, and their manager may agree, to provide vacation pay for all unscheduled days within their approved vacation block up to full-time hours, provided the Employee has enough vacation accrued in their bank at the start of their approved block. This arrangement will not be considered a pay-out but instead will be coded and paid as "regular vacation".

26.05

Sick While on Vacation

Should a Regular 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 considered to be on sick leave for the period of the stay in the hospital, subject to the provisions of Article 28: Sick Leave. Vacation time not taken as a result of such stay in hospital shall be taken at a mutually agreeable later date.

26.06

Cessation of Vacation Accrual

There shall be no accrual of vacation entitlements during:

- (a) layoff; or
- (b) a leave of absence without pay which is in excess of thirty (30) calendar days; or
- (c) an absence while in receipt of disability insurance or Workers' Compensation benefits which is in excess of thirty (30) calendar days.

26.07

Vacation Pay Upon Termination

An Employee leaving the service of the Employer at any time before the Employee has exhausted the vacation credits to which the Employee is entitled, shall receive a proportionate payment of salary in lieu of such earned vacation.

26.08

Required to Work on Vacation

An Employee required to work on their vacation shall receive two times (2X) their Basic Rate of Pay for all hours worked during their vacation, and the hours worked during their vacation shall be rescheduled as vacation.

ARTICLE 27
EMPLOYEE BENEFITS PLAN

27.01

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

- (a) Alberta Health Care Insurance Plan;
- (b) Employee Benefits Plan, or equivalent, inclusive of:
 - (i) Group Life Insurance (Basic);
 - (ii) Accidental Death and Dismemberment (Basic);
 - (iii) Short-Term Disability [income replacement for a period of up to one hundred and twenty (120) working days during a qualifying disability equal to sixty-six and two-thirds percent (66 2/3%) of basic weekly earnings at the basic rate of pay to the established maximum following a fourteen (14) day elimination period where applicable. The Short-Term Disability shall become effective on the first (1st) working day following the expiry of sick leave credits in the case of absence due to injury or hospitalization. In the particular case of Employees who have insufficient sick leave credits to satisfy the fourteen (14) calendar day elimination period, the Short-Term Disability shall commence on the fifteenth (15th) day following the commencement of non-hospitalized sickness];
 - (iv) Long-Term Disability [income replacement during a qualifying disability equal to sixty-six and two-thirds percent (66 2/3%) of basic monthly earnings at the basic rate of pay to the established maximum following a one hundred and twenty (120) working day elimination period];
 - (v) Dental Plan which provides for the reimbursement of eighty percent (80%) of eligible Basic Services, fifty percent (50%) of eligible Extensive Services, and fifty percent (50%) of eligible Orthodontic Services, in accordance with the usual and customary dental fee schedule. A maximum annual reimbursement of three thousand (\$3,000.00) per insured person per benefit year shall apply to Extensive Services. Orthodontic Services shall be subject to a lifetime maximum reimbursement of three thousand (\$3,000.00) per insured person; and
 - (vi) Supplementary Benefits Plan.
 - (vii) ***Effective January 1, 2021, in place of 27.01 (b) (iii) above***

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 at the basic rate of pay to the established maximum following a seven (7) 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 seven (7) calendar day elimination period, the Short-Term Disability shall commence on the eighth (8th) day following the commencement of non-hospitalized sickness];

(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 28.05.

27.02 Enrollment by:

- (a) Regular Full-time Employees;
- (b) Regular Part-time Employees, whose regular hours of work exceed fifteen (15) hours per week averaged over one (1) complete cycle of the shift schedule; and
- (c) Temporary Employees after six (6) months of continuous service and whose hours of work exceed fifteen (15) hours per week averaged over one (1) complete cycle of the shift schedule;

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

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

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

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

27.06 **Flexible Spending Account**

1. Eligibility

- (a) A FSA shall be implemented for all Employees eligible for benefits in accordance with Article 27.02.
- (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 (FTEs)

2. Calculation

The FSA will be calculated as follows:

- (a) Seven hundred fifty dollars (\$750.00) to be allocated to each eligible Full-time Employee and pro-rated for each eligible Part-time Employee based on their FTE as of December 1st (eligibility date) of each year.
- (b) Effective January 1, 2019, the FSA will be calculated as follows: eight hundred and fifty dollars (\$850.00) to be allocated to each eligible Full-time Employee and prorated for each eligible Part-time Employee based on their FTE as of December 1st (eligibility date) of each year.
- (c) For the purpose of implementation in January 2019 only, which shall occur by the first (1st) of the month following sixty (60) days after ratification of the Collective Agreement, up to one hundred dollars (\$100.00), prorated to an Employee's FTE, will be deposited into the eligible Employee's Health Spending Account and the Employee will not have the ability to allocate these funds into any of the other accounts outlined in this Letter of Understanding. In subsequent years, the FSA can be allocated to all eligible accounts.

3. 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
 - (v) Computer hardware and software.
- (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 27.01 (a) and (b) of the Collective Agreement.
- (d) Contribution to a Registered Retirement Savings Plan or a Tax Free Spending Account, administered by the Employer in compliance with the Canada Revenue Agency provisions.
- (e) Wellness expenses which may include, but are not limited to, such expenditures such as fitness centre memberships and fitness equipment.
- (f) Family care including day care and elder care.
- (g) Effective the first (1st) day of the month following sixty (60) days after ratification, personal computing and mobile digital devices:

- computers & related hardware
 - computer repairs & maintenance
 - electronic storage devices
 - internet services & internet devices
 - data storage devices
 - printers & print cartridges
 - computer upgrades – ram or software for phone or computer
 - business software
 - smart phones (including holders or cases)
 - smart phone repairs or maintenance
 - smart phone service plans
 - smart phone peripherals (chargers, cables, etc)
 - smart phone applications
- (h) Effective the first (1st) days of the month following sixty (60) days after ratification: Alternative Transportation:
- bus passes
 - bus tickets
- (i) Effective the first (1st) days of the month following sixty (60) days after ratification: Ergonomic Support:
- Ergonomic back support
 - Ergonomic wrist support
 - Ergonomic foot rest

4. Allocation

- (a) In December of each calendar 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.

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

ARTICLE 28
SICK LEAVE

- 28.01
 - (a) Sick Leave is defined as a form of insurance against Employee illness, quarantine by a Medical Officer of Health, or because of an accident for which compensation is not payable under the *Workers' Compensation Act*.
 - (b) The Employer recognizes that alcoholism, drug addiction and mental illness are illnesses, which can respond to therapy and treatment as determined by a physician, and that absences from work due to such therapy shall be considered sick leave.
- 28.02 A Regular Employee shall be entitled to apply sick leave credits earned prior to the completion of their probationary period.
- 28.03 Sick leave credits shall not accrue during:
 - (a) any period of sick leave in excess of thirty (30) calendar days; or
 - (b) a layoff; or
 - (c) a leave of absence without pay which is in excess of thirty (30) calendar days; or
 - (d) an absence while in receipt of disability insurance or Workers' Compensation benefits which is in excess of thirty (30) calendar days.
- 28.04 A Regular Employee granted sick leave shall be paid for the period of such leave at their Basic Rate of Pay and the number of days 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.

- 28.05 Employees may be required to submit proof satisfactory to the Employer, and in a form prescribed by the Employer, of any illness, non-occupational accident or quarantine when circumstances make it reasonable to do so. Where the Employee must pay for such proof, the full fee shall be reimbursed by the Employer. The Employee shall normally be notified during their absence from work that substantiation will be required upon their return to work.
- 28.06 When a Regular Employee has accrued the maximum sick leave credits 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.
- 28.07 A Regular 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 for the duration of the illness or as provided in Article 28.08.
- 28.08 A Regular Employee on sick leave, leave of absence without pay in accordance with Article 28.07, WCB, STD or LTD, shall keep the Employer advised as to when the Employee shall be expected back to work and shall provide twenty eight (28) calendar days' notice of their intent to return to work, where possible.
- (a) A Regular Employee who is capable of performing the duties of their former classification shall be reinstated by the Employer in the same classification and Site which the Employee held immediately prior to their absence;
 - (b) A Regular Employee who is not capable of performing the duties of their former classification, but who is capable of performing a job within the bargaining unit, shall have a reasonable effort made by the Employer to place their 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.
- 28.09 Regular Employees reporting sick shall do so to the Employer as soon as possible in order that a replacement may be arranged or duties re-distributed. Failing to do so, the Regular Employee shall be considered absent without leave and the Employer may make a deduction in pay for the time which expires between the time the Regular Employee should have reported for work and the time at which the Regular Employee reported.
- 28.10 When an Employee:
- (i) is required to travel for the purposes of medical referral and/or treatment, or;
 - (ii) is unable to schedule medical appointments outside of their work hours and requires time off for the purpose of attending a dental, physiotherapy, optical or medical appointment, providing the Employee has provided the Employer with as much advance notice as possible and has been given prior authorization by the Employer;
- such absence shall be ~~neither~~ charged against their accumulated sick leave. ~~, nor shall the Employee suffer any loss of income provided such absence does not exceed two (2) hours during one (1) work day. If the absence is longer than two (2) hours, the whole period of absence shall be charged against their accumulated sick leave. Employees may be~~

~~required to submit proof, to the Employer, of appointments.~~

28.11

Full-Time Employees

- (a) Sick leave credits for a Regular Full-time Employee shall be earned and computed at the rate of one and one-half (1 1/2) working days for each full month of employment up to a maximum credit of one hundred and twenty (120) working days.

Part-Time Employees

- (b) (i) 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 point five (1.5) working days for each full month of employment, prorated on the basis of the regularly scheduled hours worked by the Employee in relation to the regularly scheduled hours for a Full-time Employee, up to a maximum of one hundred and twenty (120) working days.
- (ii) When a Regular Part-time Employee accepts an assignment for additional hours of work and then reports sick for such assignment, the Employee shall not be entitled to utilize sick leave credits for such assignment.

ARTICLE 29
WORKERS' COMPENSATION

Current

ARTICLE 30
LEAVES OF ABSENCE

Current

ARTICLE 31
TIME OFF FOR UNION BUSINESS

- 31.01 Time off from work without loss of regular earnings will be provided on the following basis:
- (a) the grievor and/or one (1) Union Steward for time spent in discussing grievances with representatives of the Employer as outlined in the Union Steward provisions, and to attend any associated hearing or arbitration; and
 - (b) union Officers and designated representatives for time spent meeting with representatives of the Employer.
- 31.02 Time off with pay shall may be granted to an Employee for any of the following reasons:
- (a) Members of the Union Negotiating Committee not to exceed three (3) in number, for time spent meeting with representatives of the Employer during formal negotiation of a Collective Agreement and for preparatory meetings for negotiations, provided such meetings are scheduled not earlier than six (6) months prior to the expiry date of the current Collective Agreement; and
 - (b) Members selected as representatives of the Union to attend Union conventions or seminars; and
 - (c) Members designated as delegates representing the Union at conventions of labour organizations with which the Union is affiliated; and
 - (d) Members elected to the Provincial Executive of the Union to attend Provincial Executive meetings normally held once every two (2) months; and
 - (e) Members appointed to Standing Committees of the Union; and
 - (f) Members attending Union courses and/or Labour Schools; and
 - (g) The grievor and Union Steward for time spent discussing a grievance complaint.
- 31.03 Employees shall provide a minimum of five (5) working days written notice when requesting time off under Article 31.02; however, consideration shall be given where the five (5) days notice is not provided.
- 31.04 Notwithstanding the provisions of this Article, the Employer may refuse to grant time off where disruption of work or difficulty will arise, however, time off will not be unreasonably denied.
- 31.05 **With proper authorization from the Union**, when leave to attend Union business has been approved, as per Article 31.02, it is granted with pay and benefits. The Union agrees to reimburse the Employer for actual salary plus applicable premiums that otherwise would have been paid to the Employee while on leave plus an amount determined by the Employer to cover the cost of benefits. A request for reimbursement under this clause shall be accompanied with an accounting of the charges.

ARTICLE 32
PENSION PLAN

Current

ARTICLE 33
LAYOFF AND RECALL

Current

ARTICLE 34
DISCIPLINE AND DISMISSAL

Current

ARTICLE 35
OCCUPATIONAL HEALTH AND SAFETY

The Employer reserves the right to make further proposals on this at a later date in bargaining.

ARTICLE 36
GRIEVANCE PROCEDURE

Current

ARTICLE 37
UNION STEWARDS

Current

ARTICLE 38
EMPLOYEE-MANAGEMENT ADVISORY COMMITTEE

38.01

The Parties hereby agree as follows:

- (a) The Parties to this Collective Agreement agree to the desirability of an Employee-Management Advisory Committee (EMAC) or the equivalent for promoting harmonious relationships between the Employees, the Union and the Employer. A request by either Party to establish a Site committee shall not be unreasonably denied.
- (b) It is recognized that the purpose of the EMAC is to promote joint problem solving and deal with matter of mutual concern which may arise from time to time.
- (c) EMAC shall not have jurisdiction over any matter contained in the Collective Agreement including its administration or negotiation. EMAC will not supercede the activities of any committee of the Employer.
- (d) The Union shall provide the names of up to ~~four (4)~~ **three (3)** representatives and the Employer shall provide the names of up to ~~four (4)~~ **three (3)** representatives to sit on the Employee-Management Advisory Committee.

- (e) An Employee shall be paid their Basic Rate of Pay for the time in attendance at these committee meetings.
- (f) An Employee shall, where applicable, be entitled to claim travel expenses in accordance with Article 24: Transportation.
- (g) Unless otherwise mutually agreed, the Committee shall meet on a monthly basis and in no event shall they meet less than every three (3) months. The Union and the Employer shall elect a Co-Chair and chairing of the meetings will alternate between the Co-Chairs.

ARTICLE 39
UNIFORMS

Current

ARTICLE 40
RESIGNATION

Current

ARTICLE 41
JOB DESCRIPTIONS

Current

ARTICLE 42
EMPLOYMENT INSURANCE PREMIUM REDUCTIONS

Current

ARTICLE 43
CONTRACTING OUT

~~43.01 The Employer will not contract out services that will result in the loss of encumbered Regular General Support Services Bargaining Unit positions without meaningful consultation and discussion with the Union. This does not impact the ability of the Employer to make changes through attrition.~~

43.012 The Employer shall provide the Union with at least ninety (90) days' written notice prior to when a final decision is required. Lesser notice may be provided when urgent issues rapidly emerge. **contracting out of services which will result in the loss of encumbered positions. This does not impact the ability of the Employer to make changes through attrition.**

43.023 The Employer agrees that it will disclose to the Union the:

- (a) nature of, and rationale for, the initiative,
- (b) scope of the potential contracting out,
- (c) potential impacts on Regular Employees, and

(d) anticipated timeframe for the initiative.

43.034 The Union ~~shall~~ **may** provide in writing to the Employer possible alternatives to the contracting out initiative.

43.045 ~~During the notice period,~~ The Parties shall discuss reasonable alternatives to maximize retention of Regular Employees potentially affected by the contracting out initiative, including examination of potential retraining and/or redeployment opportunities as an alternative to Article 33: Layoff and Recall.

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

43.067 Dispute Resolution:

~~(a) The application of the consultation process in this Article is subject to Article 36: Grievance Procedure.~~

(a) The final decision regarding contracting out is not subject to Article 36: Grievance Procedure.

**LETTER OF UNDERSTANDING #1
BETWEEN
COVENANT HEALTH
- and -
ALBERTA UNION OF PROVINCIAL EMPLOYEES
(The Union)**

RE: MUTUAL AGREEMENT TO ADJUST FTES

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 ~~in consultation with~~ **notification to** the Union.
 - (a) The process for requesting a change to FTEs shall be as follows:
 - (i) Employees may request to increase or decrease the Employee's FTE.
 - (ii) Employers may offer to increase an Employee's FTE following consultation with the Union.
 - (iii) Seniority shall be considered in determining which Employees are eligible to have their FTEs adjusted in accordance with this Letter of Understanding.
 - (b) Where mutual agreement is reached in accordance with paragraph 1(a) above:
 - ~~(i) regular hours of work for that classification within the bargaining unit shall not be reduced.~~
 - ~~(ii)~~**(i)** amendments to FTEs will be limited to the work area from which the original request was received.
2. Mutual agreement to amend FTEs shall not be considered a violation of the posting provisions of Article 12: Job Postings, Transfers and Promotions, 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. 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

Date

On behalf of the Union

Date

LETTER OF UNDERSTANDING #2
BETWEEN
COVENANT HEALTH
- and -
ALBERTA UNION OF PROVINCIAL EMPLOYEES
(The Union)

RE: JOINT COMMITTEE

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

1. The joint Committee will be comprised of the Employer and Union Representatives; including representatives of AUPE employee groups.
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(s);
4. The topics discussed by the Joint Committee **will be determined by the Committee.**
~~may include, but shall not be limited to:~~
 - ~~(a) Employer Status;~~
 - ~~(b) Severance Implications;~~
 - ~~(c) Seniority Implications;~~
 - ~~(d) Pension Issues;~~
 - ~~(e) Lay Off and Recall Issues;~~
 - ~~(f) Job Classification Appeal Process;~~
 - ~~(g) Classification Review — Pharmacy Assistants~~
 - ~~(h) other issues of mutual interest to the Parties.~~
5. The Joint Committee shall regularly review the 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

Date

On behalf of the Union

Date

Employer proposes to renew this LOU

**LETTER OF UNDERSTANDING #3
BETWEEN
COVENANT HEALTH
- and -
ALBERTA UNION OF PROVINCIAL EMPLOYEES
(The Union)**

RE: EMPLOYMENT IN MULTIPLE POSITIONS

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

1. An Employee is responsible for notifying their supervisor that the Employee is employed in multiple positions with the Employer.
2.
 - (a) Employees shall not be employed within the bargaining unit in greater than full-time capacity. Employees currently employed in greater than a full-time capacity shall be given three (3) month's notice of this requirement. In extenuating circumstances, the three (3) month's notice may be extended.
 - (b) Notwithstanding the above, an Employee who holds a part-time position(s) may work additional shifts, however, it is intended that the total hours will not exceed full-time hours, and in any case shall not contravene this Collective Agreement.
3. Subject to the Employer's operational ability to do so, the Employer agrees to combine the regular hours of work of multiple positions held by an Employee for the purpose of benefit eligibility, vacation, sick leave, named holidays, increments, placement on the Salary Schedule(s) and seniority, provided that the following conditions are met:
 - (a) the total hours of the positions do not exceed full-time employment as defined in this Collective Agreement; and
 - (b) the regular hours of work to be combined are associated with regular part-time positions; and
 - (c) the positions are in the same classification and certificate and their schedules can be made Collective Agreement-compliant, or the Employer and the Employee mutually agree to waive the scheduling provision of Article 14: Hours of Work, in the Collective Agreement.
4. Where the regular hours of work of multiple positions cannot be combined in accordance with clause 3 above because they are in different classifications, they may be combined for the purpose of determining benefit eligibility only.
5. An Employee who holds multiple positions would have their salary adjusted to the highest increment level achieved in any of the positions currently held, providing that the positions are the same classification. The time period for any further increment advancement would include any regular hours already worked and not credited towards the next increment level.
6. An Employee who hold multiple positions would have the earliest "seniority date" recognized for the purpose of Article 10: Seniority.

7. Probation and trial periods will apply to each component of the multiple positions. Probation is completed upon the successful completion of the first probationary period, with probation in second and subsequent positions reverting to a trial period within the provisions of the Collective Agreement except that there shall be no obligation on the Employer's behalf to reinstate the Employee in their former position.
8. Layoff and recall provisions shall apply individually to each position.
9. An Employee who holds multiple positions, and who fails to report for work as scheduled due to a conflict in schedules, may be required to relinquish one (1) of the positions.
10. (a) An Employee who accepts multiple positions acknowledges the Employer's requirement to manage shift scheduling based on operational need. If a schedule changes as a result of operational requirements, then an Employee may be required to resign one (1) or more of their positions. Should an Employee be required to resign from a position(s) under these circumstances, the Employee shall be given twenty-eight (28) days notice of such requirement or such lesser time as may be agreed between the Employer and the Union.

(b) The Employer reserves the right to deny or terminate multiple position situations based on operational requirements or health and safety factors, subject to all provisions of the Collective Agreement.

On behalf of the Employer

Date

On behalf of the Union

Date

Employer proposes to renew this LOU

**LETTER OF UNDERSTANDING #4
BETWEEN
COVENANT HEALTH
- and -
ALBERTA UNION OF PROVINCIAL EMPLOYEES
(The Union)**

RE: SEVERANCE

1. 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.
2. The Employer will offer the following severance to eligible Regular Employees, as defined in clause 3 of this Letter of Understanding:
 - (a) A Regular Full-time Employee shall be eligible for severance pay in the amount of two (2) weeks' full-time pay at their Basic Rate of 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' full-time pay at their Basic Rate of Pay for each full period of one thousand eight hundred and thirteen point five zero (1,813.50) hours worked at the Basic Rate of Pay to a maximum of forty (40) weeks pay.
 - (c) For purposes of severance, continuous employment will be calculated from the last date of hire recognized with the Employee's current Employer.
3. A Regular Employee who has been laid off in accordance with Article 33.07, and for whom no alternate employment is available, shall have the option to select either:
 - (a) layoff with recall rights as specified in Article 33.07 of the Collective Agreement; or
 - (b) severance in accordance with this Letter of Understanding.
4. A Regular Employee who accepts severance pay as described above shall have terminated their employment, with no further rights to recall.
5. An Employee who has been terminated for just cause or who has resigned or retired shall not be eligible for severance.
6. A Regular Employee who is laid off in accordance with Article 33.07 shall have fourteen (14) calendar days from the date of layoff to advise the Employer, in writing, that the Employee wishes to take the severance offered by the Employer. Any Employee who does not so advise the Employer of the Employee's decision to accept severance shall be deemed to have selected layoff in accordance with Article 33.07 of this Collective Agreement.
7.
 - (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 (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.

8. Severance pay provided under this Letter of Understanding shall be deemed to be inclusive of any and all legislative requirements for termination notice.
9. Severance will not apply when an Employee is moved from this Bargaining Unit to another Bargaining Unit.

On behalf of the Employer

Date

On behalf of the Union

Date

Employer proposes to renew this LOU

**LETTER OF UNDERSTANDING #5
BETWEEN
COVENANT HEALTH
- and -
ALBERTA UNION OF PROVINCIAL EMPLOYEES
(The Union)**

RE: ADDITIONAL CERTIFICATIONS FOR TRADESPERSONS

1. Tradespersons who are certified in more than one (1) trade shall be paid at the Basic Rate of Pay for the trade in which it is anticipated the majority of hours are to be worked. Where the Employer determines that there is value to the Employer for the additional certification(s) held by the tradesperson, and the following criteria are met:
 - (a) both certifications are a requirement for the work being performed;
 - (b) the Employee maintains current certification in both of the applicable trades; and
 - (c) the Employee has completed nine hundred and six point seven five (906.75) hours of work at job rate in their current classification;the Employee shall be eligible for a premium of one dollar (\$1.00) per hour for all hours worked.
2. When a tradesperson is receiving the premium as outlined in clause 1(a) above, the provisions of Article 21.01 shall not apply.
3. This Letter of Understanding shall only apply to tradespersons employed in the following classifications:
 - Mechanic/Welder
 - Electronics Technician III
 - Electrician
 - Plumber/Steamfitter
 - Instrument Mechanic
 - Power Engineer (4th Class)
 - Power Engineer (3rd Class)
 - Power Engineer (2nd Class)

On behalf of the Employer

Date

On behalf of the Union

Date

Employer proposes to renew this LOU

**LETTER OF UNDERSTANDING #6
 BETWEEN
 COVENANT HEALTH
 - and -
 ALBERTA UNION OF PROVINCIAL EMPLOYEES
 (The Union)**

RE: EDUCATION BURSARIES AND RETURN SERVICE AGREEMENTS

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

1. A Student or Employee enrolled in a post secondary education program that facilitates attainment of qualification for difficult recruit to classification may choose to enter into a contractual arrangement with the Employer to receive a bursary.
2. In return, the Student or Employee agrees to provide post graduate employment service (return service commitment) to the department providing the bursary in an area of practice or site where vacancies exist that have been posted in accordance with Article 12.02(a), but for which no qualified internal applications have been received.
3. The length of the return service commitment shall be determined as follows:

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

	Number of Months				
Total Amount of	X	<u>Remaining Commitment</u>	=	Amount to	
Bursary Received		Total Months of Commitment		be Repaid	

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

On behalf of the Employer

Date

On behalf of the Union

Date

Employer proposes to renew this LOU

**LETTER OF UNDERSTANDING #7
BETWEEN
COVENANT HEALTH
- and -
ALBERTA UNION OF PROVINCIAL EMPLOYEES
(The Union)**

RE: PRECEPTOR PAY

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

On behalf of the Employer

Date

On behalf of the Union

Date

Employer proposes to renew this LOU

**LETTER OF UNDERSTANDING #8
BETWEEN
COVENANT HEALTH
- and -
INTERNATIONAL UNION OF OPERATING ENGINEERS
LOCAL UNION NO.955
- and -
ALBERTA UNION OF PROVINCIAL EMPLOYEES
(The Union)**

Notwithstanding the provisions of Article 3 (Union Recognition) of the current Agreement between the Covenant Health and A.U.P.E., and Article 3 (Union Recognition, Membership and Dues deduction) of the current agreement between Covenant Health and I.U.O.E., Local Union No. 955, the parties hereby agree that for the term April 1, ~~2017~~ **2020** to March 31, ~~2020~~ **2024** or until the date of ratification of the next Collective Agreement, whichever is later, the following provisions shall apply:

1. Qualified employees employed as Electronic Technologist or Journeyman Tradesmen may be assigned by mutual agreement to the Edmonton General or Grey Nuns sites provided that hours worked away from the employees base site remain equal between bargaining units.
2. The employee's base site shall be identified.
3. The length of exchange between sites covered by different bargaining certificates shall not exceed two (2) days, unless extended by mutual agreement between the Unions and Management.
4. Site to site transportation shall be provided whenever possible. If the employee's vehicle is used, the employee shall receive an allowance in accordance with the Employer's Travel Policy or the Government of Alberta rate, whichever is higher for the return distance between the base site and assigned site.
5. In the event of an emergency call-in or overtime at any particular site, every possible effort will be made to call in the employees normally based at that site.

This letter may be renewed by agreement of the parties upon expiration.

On behalf of the Employer

Date

On behalf of the Union

Date

Employer proposes to delete this LOU

LETTER OF UNDERSTANDING #9

BETWEEN

COVENANT HEALTH

-and-

ALBERTA UNION OF PROVINCIAL EMPLOYEES

(The Union)

Local 40/01—Mineral Springs Hospital (Banff)

**RE: ~~OPTIONAL SCHEDULING FOR COOKS, COOK ASSISTANTS
AND FOOD SERVICE WORKERS~~**

Article 14: Hours of Work

~~14.10 (a) Optional Scheduling provisions may be mutually agreed to in writing between the Employer and the Union. The Employer shall consider any optional schedule which is proposed in writing by the Union.~~

~~(b) Notwithstanding Article 14.08 (a)(vi) and 14.09 (c)(vii) when requested by an Employee, schedules can be modified to work more than two (2) weekends in a five (5) week period. All such requests shall be made in writing and a copy will be sent to the Union.~~

~~14.12 (a) Notwithstanding Article 14.11, the Employees in Nutrition and Food Services shall continue to work a modified work day as follows:~~

~~Cooks:~~

~~(i) a nine point six eight (9.68) hour regular work day period at the BROP;~~

~~(ii) a maximum of thirty eight point seven two (38.72) hours in a work week averaged over a four (4) week cycle; and~~

~~(iii) a maximum of two thousand and twenty two point seven five (2022.75) hours per year.~~

~~Cook Assistants:~~

~~(i) an eight (8.0) hour regular work day paid at the BROP;~~

~~(ii) a maximum of thirty eight point seven five (38.75) hours in a work week averaged over a four (4) week cycle; and~~

~~(iii) a maximum of two thousand and twenty two point seven five (2022.75) hours per year.~~

~~Food Service Workers:~~

~~(i) a seven point five (7.50) hour or eight (8.0) hour regular work day paid at the BROP;~~

~~(ii) a maximum of thirty eight point seven five (38.75) hours in a work week averaged over a four (4) week cycle; and~~

(iii) ~~a maximum of two thousand and twenty two point seven five (2022.75) hours per year.~~

(b) ~~Any hours worked in excess of 14.12 (a) shall be considered to be overtime and paid at the overtime rate.~~

Article 15: Overtime

~~15.10 Where mutual agreement with respect to scheduling time off in lieu of overtime cannot be reached, all overtime shall be paid out by March 31st of each year.~~

On behalf of the Employer _____ Date

On behalf of the Union _____ Date

Employer proposes to renew this LOU

**LETTER OF UNDERSTANDING #10
BETWEEN
COVENANT HEALTH
- and -
ALBERTA UNION OF PROVINCIAL EMPLOYEES
(The Union)**

**RE: RED CIRCLING AS A RESULT OF CHANGES TO POSITIONS AS A RESULT OF
THE GENERAL SUPPORT SERVICES CLASSIFICATION REVIEW**

WHEREAS the Employer has undertaken a complete review of the Classifications of all General Support Services positions throughout the organization, and

WHEREAS the Classifications of the vast majority of Employees will remain unchanged, and

WHEREAS it is the desire of the Employer to recognize equity among classifications and pay thereof, of Employees throughout the organization, and

WHEREAS it is recognized that some Employees may be affected by having their current positions assigned to a Classification with a lower payband; and

WHEREAS the Employer recognizes there may be a financial impact to Employees whose positions have moved to a lower payband;

THEREFORE, the Parties agree, in order to minimize the impact for Employees whose positions are placed in a lower payband, the following process will be used for implementation of Red Circling.

1. All Employees whose positions are affected by the General Support Services Review will receive the wage grid increases as negotiated in this Collective Agreement.
2. The positions affected by the General Support Services Review will be moved to the new payband upon the implementation date of the General Support Services Review.
3. Employees whose positions have been moved into a lower payband, will be placed on the step in the lower payband that provides for the least amount of reduction in rate of pay.
4. Employees who have been moved to a lower payband will continue to receive increments in accordance with the Salaries Article.
5. The rate of pay for Employees who are placed in a lower payband will be red-circled as follows:
 - (a) Employees rates of pay will remain the same until their rate of pay is equivalent to or greater than the rate of pay on the lower payband; or
 - (b) Upon expiry of twenty-four (24) months from the date of implementation.
6. The provisions of this Letter of Understanding shall end for an Employee under the following conditions:
 - (a) When the Employee ceases to be an Employee of Covenant Health;
 - (b) When the Employee is appointed, promoted, or transferred in accordance with Article 12, to a different classification.
 - (c) When the Employee's position is subject to layoff in accordance with Article 33 and that

affected Employee chooses a vacancy or a displacement in a different classification.

- (d) Upon successful Appeal of the decision of the placement of the Employee's position under LOU #13;
- (e) When the current Basic Rate of Pay of the Employee's new Classification meets or exceeds the Employee's current Basic Rate of Pay, or
- (f) Upon expiry of twenty-four (24) months from the date of implementation.

The Application of this Letter of Understanding is limited to Classification changes made through the General Support Services Classification Review completed and implemented in 2016.

On behalf of the Employer

Date

On behalf of the Union

Date

Employer proposes to renew this LOU

**LETTER OF UNDERSTANDING #11
BETWEEN
COVENANT HEALTH
- and -
ALBERTA UNION OF PROVINCIAL EMPLOYEES
(The Union)**

RE: EMPLOYEES CURRENTLY RED CIRCLED

WHEREAS there are some Employees whose wage rates are still red-circled from the last Collective Agreement; and

WHEREAS some of these Employees may still be at a wage rate higher than the grid rate after the application of the wage increases achieved in this Collective Agreement; and

WHEREAS the Employer recognizes the impact of a potential decrease in their wage rate;

THEREFORE the Parties agree to the following:

1. The Parties will meet within 45 days of the ratification of the Agreement to discuss the application of red circling, if any, of the Employees who wage rates remain higher than the grid rate following the application of the wage increases.
2. This Letter of Understanding will expire on March 31, 2017.

On behalf of the Employer

Date

On behalf of the Union

Date

Employer proposes to renew this LOU

**LETTER OF UNDERSTANDING #12
BETWEEN
COVENANT HEALTH
- and -
ALBERTA UNION OF PROVINCIAL EMPLOYEES
(The Union)**

RE: ALTERNATE DISPUTE RESOLUTION PROCESS (ADRP)

WHEREAS the Parties agree it is in their best interest to have disputes resolved expeditiously, and

WHEREAS the Parties agree it is in their best interest to have the disputes resolved in an economical manner, and

WHEREAS, the Parties agree, where possible, the Parties benefit from face-to-face dialogue with a full vetting of the issues,

THEREFORE, the Parties agree, for a period from the date of ratification of this Collective Agreement until the last day of the term of this Agreement they will trial a Alternate Dispute Resolution Process (ADRP) mechanism.

The basis of the ADRP process is as follows:

- (a) Prior to a matter being referred to arbitration, the Parties may agree to refer the matter to a ADRP. Reference of a matter to a ADRP is voluntary and must be agreed to by both Parties.
- (b) The purpose of the ADRP is to have an open, non-binding discussion in an attempt to reach a resolution.
- (c) Discussions and proposed resolutions are made on a without prejudice basis and are for the purpose of attempting to achieve a settlement.
- (d) Any and all information or documents shared during, or in preparation to the ADRP are considered privileged and cannot be used in any further proceedings without proper introductions as evidence
- (e) EACH ADRP will be attended by one (1) person from the Union and one (1) person from the Employer.
- (f) The ADRP will make recommendations to resolve the issue. Recommendations can take any form the Parties feel are appropriate. Recommendations are non-binding on the Parties and are considered privileged and may not be used for any other purpose.

On behalf of the Employer

Date

On behalf of the Union

Date

Employer proposes to renew this LOU

**LETTER OF UNDERSTANDING #13
BETWEEN
COVENANT HEALTH
- and -
ALBERTA UNION OF PROVINCIAL EMPLOYEES
(The Union)**

**RE: CLASSIFICATION APPEAL PROCESS WITH RESPECT TO THE GENERAL SUPPORT SERVICES
CLASSIFICATION REVIEW**

WHEREAS the Employer has undertaken a complete review of the Classifications of all General Support Services positions throughout the organization, and

WHEREAS the Classifications of the vast majority of Employees will remain unchanged, and

WHEREAS it is the desire of the Employer to recognize equity among classifications and pay thereof, of Employees throughout the organization, and

WHEREAS it is recognized that some Employees may not agree with the Classification to which their position has been assigned,

THEREFORE, the Parties agree the following process will be used to expedite Classification Appeals.

The following process will replace Article 13 for the purpose of the appealing classification changes under the General Support Services Classification Review.

1. Purpose

The purpose of the Classification Appeal Provision is to provide the Employer and the Union with an effective means to expedite a Classification Appeal in a situation where there may be a large number of Appeals taking place at the same time.

2. If the Employer changes the classification allocation of the work being performed by a Regular Employee and the Employee disagrees with the classification allocation, the Employee may appeal the Employer's decision. Such appeals may be joined with other Appeals within the same Classification, or Occupational Grouping.

3. Classification Appeal Process (Internal)

(a) Employees will be notified via mail or and Covenant Health e-mail of the Classification to which their current position has been assigned. Employees who hold multiple positions in a General Support Services bargaining unit, shall be notified of the Classification assignment of each position.

(b) Within thirty (30) working days of the time that the Employee could reasonably have become aware of the notice of the Classification assignment, an Employee, may request, in writing, an Appeal of the Review. Such appeals shall be sent to the Classification and Compensation Department (Class & Comp), with a copy to the Employee's Manager. The request shall outline the basis for the Employee's Appeal.

(c) Upon receipt of the Appeal from the Employee(s), Class & Comp shall reassess the identified position(s) and advise the Employee(s) in writing of its decision, including rationale, within twenty (20) working days (the Appeal Decision).

- (d) In the event the Union and the Employee(s) do not agree with the Appeal Decision, the Union may submit a further Appeal to the Director responsible for Classification and Compensation, within ten (10) working days of the date the Appeal Decision was received.
- (e) The Director responsible for Classification and Compensation, or designate, shall establish a Panel to hear the Appeal within ninety (90) working days of receipt of the further Appeal. This time period can be extended with the mutual agreement of the Union and the Employer. The Panel may jointly hear the Appeals of all the positions being Appealed in the same Classification.
- (f) The Panel shall consist of:
 - (i) The Director, or designate, as Chair;
 - (ii) A representative chosen by the Union who is not directly involved (this could include a representative from one of the Unions who is not directly involved); and
 - (iii) An operational manager with knowledge of the position being reviewed, but not the manager of the Employee(s) position(s) being reviewed.
- (g) At each step of the process, interested Parties will have the opportunity to submit verbal and written reasons for their respective positions.
- (h) The Panel will provide their written decision to the Appeal, including rationale, within 20 working days of the completion of the Appeal.
- (i) Where a decision from this process results in a change to the Classification of a position, any changes in pay for affected Employee(s), shall be as follows:
 - (i) For reviews resulting in increases in pay, the increases will be retroactive to the date the General Support Services Classification Review under this LOU was implemented; and
 - (ii) For reviews resulting in decreases in pay, the decreases will be effective the date of the decision of the Appeal Panel.

4. Classification Review Reconsideration Process (External)

- (a) In the event that the Union and Employee do not agree with the Appeal decision pursuant to the Internal Process, the Union shall notify the Director of Labour Relations, or designate, of their intention to initiate the External Review Process.
- (b) The Parties agree that a single adjudicator, agreed to by the Parties, shall be appointed to hear the appeal and render a decision based on the Employer's classification system. The decision of the adjudicator shall be final and binding upon the parties and the Employee(s) affected by the decision.
- (c) This process is not subject to the Grievance and Arbitration Process.

The Application of this Letter of Understanding is limited to Classification changes made through the General Support Services Classification Review completed and implemented in 2016.

On behalf of the Employer

Date

On behalf of the Union

Date

Employer proposes to delete this LOU

LETTER OF UNDERSTANDING #14

BETWEEN

COVENANT HEALTH

-and-

ALBERTA UNION OF PROVINCIAL EMPLOYEES

(The Union)

RE: VEHICLE ALLOWANCE

~~WHEREAS the Employer finds it necessary to assign once Employee to use his/her own personal vehicle for transporting of or the delivery of goods on behalf of the Employer, the Employer acknowledges this places additional burden on the Employee's vehicle;~~

~~THEREFORE, the Parties agree to the following:~~

- ~~1. The Employer will designate an Employee whose vehicle will be used for company business on a regular basis.~~
- ~~2. In addition to the Transportation allowance outlined in article 24, the designated Employee will be compensated as follows:
(a) a vehicle allowance of \$600.00 per year paid out on a monthly basis; and
(b) on-site parking at no cost to the Employee.~~
- ~~3. Should the Employee be absent from work for a period of 30 days or greater, or should his/her vehicle not be available, vehicle allowance will not be paid for the entire period of absence or disuse.~~
- ~~4. The vehicle allowance will be considered to be a taxable benefit under the *Income Tax Act*.~~
- ~~5. Any employee who is required to use their vehicle on Employer business from time to time, or when the designated Employee is absent, shall not be eligible for the Vehicle Allowance but will be compensated for the use of the vehicle in accordance with Article 24.~~

On behalf of the Employer _____ Date

On behalf of the Union _____ Date

Employer proposes to renew this LOU

**LETTER OF UNDERSTANDING #15
BETWEEN
COVENANT HEALTH
- and -
ALBERTA UNION OF PROVINCIAL EMPLOYEES
(The Union)**

RE: UNIFORMS AND PROTECTIVE APPAREL

1. Protective clothing and safety equipment shall be supplied by the Employer as required by the *Occupational Health and Safety Act*.

3. Where, in the opinion of the Employer, protective and safety footwear [including non-slip], above those requirements set out in the Dress Code, are required, the Employer shall reimburse Employees for the cost of authorized replacement of CSA approved safety footwear once in each calendar year, to a limit of two hundred dollars (\$200.00).

On behalf of the Employer

Date

On behalf of the Union

Date

Employer proposes to delete this LOU

~~LETTER OF UNDERSTANDING #16~~

~~BETWEEN~~

~~COVENANT HEALTH~~

~~-and-~~

~~ALBERTA UNION OF PROVINCIAL EMPLOYEES
(The Union)~~

~~RE: GENDER BASED WAGE EQUITY~~

~~The Parties agree that it is desirable to address and discuss internal gender based wage inequities where there is evidence brought forward. Such discussions will occur at the Joint Classification Committee as per Letter of Understanding # 17, Joint Classification Committee.~~

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

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

~~Dispute Resolution:~~

- ~~(a) — The application of the processes in this Letter of Understanding is subject to Article 36: Grievance Procedure.~~
- ~~(b) — The outcome of the gender based wage equity discussions at the Joint Classification Committee is not subject to Article 36: Grievance Procedure.~~

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

On behalf of the Employer _____ Date

On behalf of the Union _____ Date

Employer proposes to delete this LOU

LETTER OF UNDERSTANDING #17

BETWEEN

COVENANT HEALTH

-and-

ALBERTA UNION OF PROVINCIAL EMPLOYEES

(The Union)

RE: THE JOINT EMPLOYER — UNION EXCLUSIONS REVIEW

Whereas the Employer agrees to the process of a comprehensive review of all out-of-scope positions to determine if they should be included in the General Services Support Bargaining Unit, the Parties agree as follows:

1. ~~The Employer will review excluded bargaining unit positions and will provide the Union the results.~~
2. ~~Future determination of inclusion/exclusion of an out-of-scope position(s) from the bargaining unit will be assessed through the Joint Classification Committee as per Letter of Understanding #18 Re: Joint Classification Committee. The Joint Classification Committee shall utilize criteria based upon jurisprudence related to the managerial and persons impacting the employment relationship exclusions identified by the Alberta Labour Relations Code.~~
4. ~~Where the Parties are unable to reach agreement regarding the inclusion/ exclusion of a position from the bargaining unit, the Union retains the ability to apply to the Labour Relations Board for a determination.~~
5. ~~This Letter of Understanding is not subject to Article 36: Grievance Procedure.~~

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

On behalf of the Employer _____ Date

On behalf of the Union _____ Date

Employer proposes to delete this LOU

LETTER OF UNDERSTANDING #18

BETWEEN

COVENANT HEALTH

-and-

**ALBERTA UNION OF PROVINCIAL EMPLOYEES
(The Union)**

RE: JOINT CLASSIFICATION COMMITTEE

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

The Parties agree to establish the Joint Classification Committee to:

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

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

The Joint Classification Committee shall consist of:

- Maximum of two (2) Classification Expert appointed by the Alberta Union of Provincial Employees;
- Maximum of two (2) Classification Expert appointed by Covenant Health;
- Maximum of two (2) Labor Relations or Human Resources Client Partnerships Representative appointed by Covenant Health; and
- Maximum of two (2) AUPE Representative appointed by AUPE.

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

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

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

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

- Classification Projects;
- Classification Review and Appeal Updates;
- Creation of New Classifications;
- Revisions to New and Existing Classification Profiles;
- The current Covenant Health classification system;
- Gender Based Wage Equity issues in accordance with Letter of Understanding XX Re: Gender Based Wage Equity.
- Appropriateness of exclusions of positions from the scope of the bargaining unit in accordance with Letter of Understanding #17 Re: The Joint Employer – Union Exclusions Review

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

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

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

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

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

On behalf of the Employer _____ Date

On behalf of the Union _____ Date

Employer proposes to delete this LOU

LETTER OF UNDERSTANDING #19

BETWEEN

COVENANT HEALTH

~~—and—~~

**ALBERTA UNION OF PROVINCIAL EMPLOYEES
(The Union)**

RE: ~~WORKLOAD APPEAL PROCESS~~

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

The Parties recognize the importance of discussions regarding workload. It is agreed that workload concern(s) for discussion through the formal process outlined herein represent ongoing, systemic, long-term issues which have continued for a minimum period of sixty (60) ~~ninety (90)~~ calendar days. This does not preclude an Employee from discussing their workload with their direct manager prior to the sixty (60) ~~ninety (90)~~ days.

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

LEVEL 1

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

LEVEL 2

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

LEVEL 3

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

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

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

Dispute Resolution:

~~(a) — The application of the processes of this Letter of Understanding is subject to Article 36: Grievance Procedure.~~

~~(b) — The final decision regarding the outcome of the Workload Appeal Process is not subject to Article 36: Grievance Procedure.~~

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

On behalf of the Employer _____ Date

On behalf of the Union _____ Date

Employer proposes to renew this LOU

**LETTER OF UNDERSTANDING #20
BETWEEN
COVENANT HEALTH
- and -
ALBERTA UNION OF PROVINCIAL EMPLOYEES
(The Union)**

RE: SUPPLEMENTARY HEALTH PLAN IMPROVEMENTS

Further to Article 27, effective the first day of the month subsequent to 60 days after the date of ratification, the coverage provided under the Supplementary Health Plan shall be amended as follows:

- Addition of coverage for Flash Glucose Monitoring System.
- Increase for hearing aid coverage to a maximum of \$500 every 24 months.
- Increase of coverage for Chartered Psychologist, Master of Social Work and Certified Addictions/ Drug Counsellor to \$50 per visit to a maximum of \$1,000 annually.
- increase for physiotherapy coverage to \$50/visit with a maximum of \$1,000 annually.
- Increase for massage coverage to \$50/visit with a maximum of \$1,000 annually.

This LOU shall remain in force and effect in accordance with Article I.

On behalf of the Employer

Date

On behalf of the Union

Date

Employer proposes further discussion as to potential retention of this LOU in conjunction with discussions with respect to Article 14

**LETTER OF UNDERSTANDING #21
BETWEEN
COVENANT HEALTH
- and -
ALBERTA UNION OF PROVINCIAL EMPLOYEES
(The Union)**

RE: HOURS OF WORK PILOT PROJECT

Whereas it is the mutual intent of the Parties to ensure consensus on collective agreement wording regarding hours of work which provides for an optimal balance between operational concerns and employee preference;

The Parties agree to the following:

1. Within forty five (45) days of the ratification of the Collective Agreement, the Parties will meet to discuss scheduling issues and to create or modify schedules in a manner mutually agreeable to the Parties for all sites staffed by AUPE GSS Employees (the "First Meeting").
2. The Union's committee for the purposes of meetings under this LOU shall be the AUPE GSS Bargaining Committee.
3. The Employer's committee for the purposes of meetings under this LOU shall be made up of at least one rotation consultant, one representative from LR/HRCP and two operational representatives.
4. Thirty (30) days prior to the First Meeting, the parties will communicate with each other to ensure that all relevant information is gathered in advance of the First Meeting.
5. Under the Pilot Project, the Parties have the ability to mutually agree to exceptions to current collective agreement language with the goal of creating mutually preferred rotations. Such amendments or exceptions may include but are not limited to:
 - a. Consideration of reimplementing of the Youville Local Conditions;
 - b. Consideration of ability to create 6-week rotations which include 50% weekends off, split days off, no more than 5 days worked in a row and 55 and 3/4 hours off on a weekend.
6. Under the Pilot Project, the Parties have the ability to deem schedules compliant.
7. The Parties recognize that the approach to and considerations regarding scheduling may vary from site to site within the Employer's operations. The Parties will review rotations at each of the Employer's sites with AUPE GSS employees within the Pilot Project.
8. Active grievances with respect to collective agreement rotation compliance issues will be held in abeyance for the duration of this LOU, and such grievances will be discussed by the Parties within the framework of the Pilot Project.
9. Within four (4) months of the First Meeting, the Parties will schedule a follow-up meeting (the "Second Meeting").
10. Either Party may opt out of the Pilot Project with 90 days' notice to the other party in writing any

time after ratification, and the Parties will revert to the provisions of Article 14.

11. The time limits referenced herein may be extended by mutual agreement of the Parties.
12. The final decisions regarding outcome of the Pilot Project are not subject to Article 36 (Grievance Procedure) but the process shall be subject to Article 36.

On behalf of the Employer

Date

On behalf of the Union

Date

This LOU will be removed upon expiry on March 30th, 2020

LETTER OF UNDERSTANDING #22

BETWEEN

COVENANT HEALTH

-and-

**ALBERTA UNION OF PROVINCIAL EMPLOYEES
(The Union)**

RE: OPERATIONAL BEST PRACTICE PROGRAM

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 staffing adjustments within the Bargaining Unit;

The Parties agree to the following:

1. ~~That there will be no involuntary loss of employment for Employees in the GSS 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 _____ Date

On behalf of the Union _____ Date

SALARIES

April 1, 2020 – (-1%)

April 1, 2021 – 0%

April 1, 2022 – 0%

April 1, 2023 – 0%

APPENDIX B
BARGAINING UNITS AND EMPLOYERS

This Collective Agreement applies to the following: (the names that appear below in no way alter or affect the application, jurisdiction, description or legal name that appears in the Alberta Labour Relations Board certificates defining bargaining units)

- | | |
|-------------|---|
| Local 40/01 | Mineral Springs Hospital (Banff) |
| Local 40/04 | Mary Immaculate Hospital (Mundare)
St Joseph's General Hospital (Vegreville) |
| Local 40/05 | Our Lady of the Rosary (Castor) |
| Local 40/06 | St Mary's Health Centre (Trochu) |
| Local 40/07 | St Mary's Hospital (Camrose)
Killam General Hospital / Killam Health Centre |
| Local 40/08 | St Joseph's Auxiliary Hospital (Edmonton) |
| Local 40/10 | Youville Home (St Albert) |

IN WITNESS WHEREOF, the Parties have executed this Collective Agreement by affixing hereto the signatures of their proper officers in that behalf.

Signed this _____ day of _____, 2019.

ON BEHALF OF COVENANT HEALTH

WITNESS

ON BEHALF OF THE ALBERTA UNION
OF PROVINCIAL EMPLOYEES

WITNESS