



## **Collective Agreement**

**Between**

**Lamont Health Care Centre**

**and**

**Alberta Union of Provincial Employees**

**Expires March 31, 2020**

**General Support Services**

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COLLECTIVE AGREEMENT made this \_\_\_\_\_ day of \_\_\_\_\_, 2019.

BETWEEN

**LAMONT HEALTH CARE CENTRE**  
(hereinafter referred to as the "Employer")

OF THE FIRST PART

AND

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

OF THE SECOND PART

**PREAMBLE**

Agreeing that the primary purpose of the Employer is to provide the community with efficient, competent health services, it is the intent of the Parties to:

- (a) ensure the provisions of the best possible service and care;
- (b) protect and promote 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;
- (e) respect the contribution of Employees providing health services.

AND WHEREAS the Parties recognize that a positive work environment raises the level of job satisfaction for employees which directly impacts the quality of patient/resident/client care, the Parties shall endeavor to find resolution to issues of mutual concern in a manner which is fair and reasonable and consistent with the terms of this Collective Agreement.

NOW THEREFORE this Collective Agreement witnesses:

## 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 the Lamont Health Care Centre exchange notice of ratification by their principals of this Collective Agreement, up to and including March 31, 2020, and from year to year thereafter unless notice, in writing, is given by either Party to the other Party, not less than sixty (60) calendar days nor more than one hundred and twenty (120) calendar days prior to the expiration date, of its desire to amend this Collective Agreement.
- 1.02 When either Party serves notice of desire to amend the Collective Agreement in accordance with Article 1.01, the Negotiating Committees shall exchange any proposed amendments at commencement of negotiations.
- 1.03 This Collective Agreement shall continue in force and effect until a new Collective Agreement has been ratified.
- 1.04 Any notice required to be given in this Collective Agreement shall be deemed to have been sufficiently served if personally delivered or mailed in a prepaid registered envelope addressed in the case of the Employer to:
- The Chief Executive Officer or Designate of the Employer  
Lamont Health Care Centre  
5216 53 Street  
LAMONT AB T0B 2R0
- and in the case of the Union to:
- The President  
The Alberta Union of Provincial Employees  
10451-170 Street NW  
EDMONTON AB T5P 4S7
- 1.05 An Employee whose employment has terminated prior to the ratification of this Collective Agreement is eligible to receive retroactively any increase in wages, which the Employee would have received but for the termination of employment, upon submission of a written application to the Employer during the period between the expiry date of the preceding Collective Agreement and sixty (60) calendar days after the ratification of this Collective Agreement.

## 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 applies also in the plural, unless the context otherwise requires.
- 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 "*Code*" means the *Labour Relations Code*, as amended from time-to-time.
- 2.06 "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.
- 2.07 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;
  - (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) 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) 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.

- 2.08 "Employee status" shall mean the Full-time, Part-time, Temporary or Casual capacity that an Employee is employed in.
- 2.09 "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.
- 2.10 "Shift" shall mean a daily tour of duty of not less than three (3) consecutive hours, excluding overtime hours. The first (1<sup>st</sup>) 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.
- 2.11 "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.
- 2.12 "Union Representative" means a representative from the Union authorized by the Union to act on behalf of an Employee.
- 2.13 For the purpose of applying the terms of this Collective Agreement, time worked shall be deemed to have been worked on the day on which the majority of hours of the shift falls.
- 2.14 "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. 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.
- 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 Regular 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 Regular Employee. For the purpose of this clause, "persons" shall mean all other Employees of the Employer who are not included in the bargaining unit.

## **ARTICLE 4**

### **APPLICATION**

- 4.01 This Collective Agreement shall apply to all Employees of the bargaining units listed in Appendix A and shall not be changed after the effective date hereof, except by mutual agreement of the Parties.
- 4.02 Employees shall be compensated in accordance with the schedule of Basic Rates of Pay, as set out in Salaries Schedule "A", be bound by other provisions of employment, and qualify for such benefits in accordance with the provisions set out in this Collective Agreement.
- 4.03 In the event any provision of this Collective Agreement is in conflict with any present or future statute of the Province of Alberta applicable to the Employer, the section so affected shall be altered or amended forthwith in a manner agreeable to both Parties so as to incorporate required changes. Such action shall not affect any other provisions of this Collective Agreement.
- 4.04 Where a difference arises out of a provision contained in this Collective Agreement and the subject matter is covered by the Employer's policies, regulations, guidelines or directives, the Collective Agreement shall supercede the policies, regulations, guidelines or directives.

## **ARTICLE 5**

### **DUES DEDUCTION**

- 5.01 All Employees have the right:
- (a) to be members of the Union and to participate in its lawful activities;
  - (b) to bargain collectively with the Employer through the Union;
- 5.02 (a) The Employer shall, as a condition of employment, deduct from each Employee covered by this Collective Agreement, monthly amounts equal to the monthly membership dues as advised by the Union. Such deductions shall be forwarded to the Union or its authorized representative, not later than the fifteenth (15<sup>th</sup>) day of the month following and shall be accompanied by a list as set out below:
- (i) (a) the Employee's name;
  - (b) the phone number on file;
  - (c) mailing address;
  - (d) Employee number;

- (e) starting date;
  - (f) classification;
  - (g) hourly rate of pay;
  - (h) status (Regular Full-time, Regular Part-time, Temporary, Casual);
  - (i) seniority;
  - (j) department
  - (k) dues deducted;
  - (l) gross earnings;
  - (m) Employees on long term absence status where applicable. Long term absence shall mean any absence in excess of six (6) months;
  - (n) terminated Employees for the month (end date);
  - (o) unless already provided, a separate listing of all Casual Employees including the name of the Employee and date of hire; and
  - (p) FTE.
- (ii) The Employer will provide a list of all Employees and current mailing addresses to the Union when a tentative agreement has been reached.
  - (iii) These lists may be provided by electronic transmission.
- (b) 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.
- 5.03 The Union shall advise the Employer, in writing, of any change in the amount of dues to be deducted from the Employees covered by this Collective Agreement. Such notice shall be communicated to the Employer at least thirty (30) days prior to the change.
- 5.04 The Employer will record the amount of Union dues deducted on the T4 forms issued to an Employee for income tax purposes.
- 5.05 The Union agrees to indemnify and save the Employer harmless against any claim or liability arising out of the administration of this Article.



## **ARTICLE 6**

### **MANAGEMENT RIGHTS**

- 6.01 The Employer reserves all rights not specifically restricted or abrogated by the provisions of this Collective Agreement.
- 6.02 Without limiting the generality of the foregoing, the Union acknowledges that it shall be the exclusive right of the Employer to operate and manage its business, including the right to:
- (a) maintain order, discipline and efficiency;
  - (b) make, alter, and enforce, from time-to-time, rules and regulations to be observed by an Employee which are not in conflict with any provision of this Collective Agreement;
  - (c) direct the working force and to create new classifications and work units and to determine the number of Employees, if any, needed from time-to-time in any work unit or classification and to determine whether or not a position, work unit, or classification will be continued or declared redundant;
  - (d) hire, promote, transfer, layoff and recall;
  - (e) demote, discipline, suspend or discharge for just cause.
- 6.03 The Employer will provide a copy of all Human Resource policies to the Union.
- 6.04 The Employer shall exercise its rights in a manner which is consistent with the terms of this Collective Agreement.

## **ARTICLE 7**

### **NO HARASSMENT AND DISCRIMINATION**

- 7.01 The Employer, Union, and Employees are committed to supporting an abuse and harassment free work environment that promotes a culture of trust, dignity and respect. Harassment includes but is not limited to bullying, sexual harassment and workplace violence.

- 7.02 There shall be no discrimination, restriction or coercion exercised or practiced in respect of any Employee by either Party by reason of age, race, colour, place of origin, political or religious belief, gender, gender expression, gender identity, sexual orientation, marital status, source of income, family status, physical or mental disability nor by reason of membership or non-membership or activity in the Union nor in respect of an Employee's or Employer's exercising any right conferred under this Collective Agreement or any law of Canada or Alberta.
- 7.03 Article 7.02 shall not apply with respect to a refusal, limitation, specification or preference based on a *bona fide* occupational requirement.
- 7.04 The Employer shall maintain current policies to ensure the workplace is free from harassment, abuse, and discrimination. Should the Employer change, modify, or remove the policy, the Union will be notified forthwith.
- 7.05 An Employee who has a complaint of alleged discrimination or harassment has a responsibility to document the incident and advise the offender. If the Employee is uncomfortable or feels intimidated about confronting the offender, the Employee shall contact her immediate supervisor, the Department Head, Human Resources or Union Representative for assistance, with the documentation of the alleged incident.
- 7.06 When an incident of workplace harassment or discrimination is alleged, it shall be investigated in accordance with the Employer policy and Employees are required to cooperate with the investigation. Investigations will be conducted in an objective, timely, and sensitive manner. Investigations will be concluded within ninety (90) days from the date the complaint was submitted to the Employer unless circumstances warrant an extension which the Union will not unreasonably deny.
- 7.07 If the outcome of the investigation determines that discrimination or harassment has occurred, the Employer may impose disciplinary action, up to and including discharge.
- 7.08 The Employer will not tolerate any form of retaliation against an employee who, in good faith, makes a complaint of discrimination or harassment. If an act of retaliation is made by an Employee, disciplinary action up to and including discharge may be imposed by the Employer.
- 7.09 If an Employee acts in bad faith in making a complaint of discrimination or harassment, disciplinary action, up to and including discharge, may be imposed by the Employer against such Employee.
- 7.10 Employees who are complainants of or respondents to an allegation will be informed in writing of the investigation's conclusions and general outcome subject to applicable privacy legislation.

## **ARTICLE 8**

### **STAFF DEVELOPMENT AND MEETINGS**

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

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

- 8.02 (a) An Employee who is required by the Employer to attend staff development activities on a regularly scheduled day of rest shall be:
- (i) paid at the applicable rate of pay for the hours spent travelling to and from and attending such training course, seminar or staff meeting; or
  - (ii) granted equivalent time off in lieu at some other mutually agreeable time, or if impractical, the Employee shall be paid in accordance with Article 8.02(a)(i).
- (b) An Employee who is required to attend staff development activities on a regularly scheduled day of work shall be paid for all hours, inclusive of travel time at the applicable rate of pay.
- (c) An Employee who is required by the Employer to attend staff development training activities, courses, seminars, or staff meetings, shall be entitled to the provisions of Article 24: Transportation if applicable and shall be reimbursed for any required course materials and registration fees.

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

## **ARTICLE 9**

### **PROBATIONARY PERIOD**

- 9.01 (a) A newly hired Employee, hired after the date of ratification of this Collective Agreement, shall serve a probationary period of five hundred and three point seven five (503.75) hours worked, exclusive of skills training, or six (6) months, whichever is less.

- (b) The probationary period may be extended in writing with reasons for a maximum period of five hundred and three point seven five (503.75) hours worked, or four (4) months, whichever is less, subject to mutual agreement by the Employer and the Union and Employee.
- (c) If a new Employee is unsuitable in the opinion of the Employer, such Employee may be terminated at any time during the probationary period without:
  - (i) notice; or
  - (ii) pay (except as may be required by the provisions of the *Employment Standards Code*), and shall not have recourse to the grievance and arbitration procedure with respect to such termination.

9.02 If a probationary Employee is transferred to another classification she will be required to complete a new probation period commencing on the date of transfer.

9.03 The Employer shall provide a performance appraisal, in writing, of each probationary Employee at least once during her probationary period or as performance concerns arise.

## ARTICLE 10

### SENIORITY

- 10.01
- (a) "Seniority" shall mean the length of continuous service as a Regular Employee within the bargaining unit with the Employer from the last date of hire, including all periods of continuous service as a Casual, Temporary or Regular Employee.
  - (b) Notwithstanding Article 10.01 (a), an Employee whose seniority date has been determined pursuant to the Letter of Understanding titled "Seniority Date Transition" in the Multi-Employer/AUPE General Support Services Collective Agreement expiring March 31, 2008, shall retain such seniority date until Article 10.03 applies.
  - (c) Seniority shall not apply during the probationary period; however, once the probationary period has been completed seniority shall be credited from the seniority date established pursuant to Article 10.01(a).
  - (d) One seniority list shall be maintained incorporating the seniority dates of Regular Full-time and Regular Part-time Employees. Temporary Employees and Casual Employees' dates of hire shall be included in this list for information purposes only.

- (e) Seniority shall continue to accrue during all approved leaves of absence and during layoff.

10.02 Seniority shall be the determining factor for:

- (a) promotions and transfers and in filling vacancies within the bargaining unit subject to the provisions specified in Article 12; and
- (b) preference for vacation time, subject to Article 26: Vacation.
- (c) layoffs and recalls, subject to the provisions specified in Article 33: Layoff and Recall.

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

- (a) if an Employee is discharged for just cause;
- (b) if an Employee resigns voluntarily;
- (c) upon the expiry of twenty-four (24) months following the date of layoff;
- (d) if an Employee does not return to work on recall, as provided in Article 33: Layoff and Recall.

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

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

## **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 her performance appraisal document. The Employee shall sign her performance appraisal for the sole purpose of indicating that she 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 her personnel file.
- 11.03
  - (a) By appointment made at least three (3) working days in advance, an Employee may view her personnel file once each year or when the Employee has filed a grievance. An Employee may be accompanied by a Union Representative when viewing her personnel file.
  - (b) An Employee shall be given a copy of the contents of her 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 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 external applicants shall be given to Employees within the bargaining unit who possess the required qualifications needed to fill the position.
- 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 other relevant attributes. 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 the Employer may designate.
- 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 for the temporary position is less than three (3) months.
  - (b) Where a vacancy for a temporary position exists, such Employee shall not be eligible to apply, unless the position posted commences after the expiry of the term for which the Employee was hired or within three (3) months of the end of the expiry of the term for which the Employee was hired.
- 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.

### 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 rate and agrees to give written notice to the Union of the new classification and the proposed Basic Rate of Pay for such classification within twenty (20) calendar days.
  - (b) The Union may contest the proposed 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 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 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 position title, it is understood that the Employer's decision in respect to the position title shall not be subject to the Arbitration procedure in this Collective Agreement or in the *Code*.
  - (e) If the interim rate of pay is amended as a result of negotiations or arbitration, the amended 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 good reason to believe that she is improperly classified may apply in writing to the Human Resources Department, with a copy to her supervisor, to have her classification reviewed. The Human Resources Department will give consideration to such application and notify the Employee within sixty (60) days.  
  
An Employee may request a review of their position no more than once in a calendar year. An Employee may not request a review of their position if a review has been completed prior and no substantive changes have occurred in their position.
  - (b) Should the Employee feel that she has not received proper consideration in regard to a classification review, she may request that the matter be further reviewed by discussion between the Union and the Employer.
  - (c) 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.

- (d) It is understood by the Parties that the classification review is not subject to the grievance procedure but rather the provisions set forth in Article 13.06: Classification Appeal Process, commencing at Step 2.

### **Classification Adjustment**

- 13.04 When an Employee is transferred to a classification with a higher rate of pay, she 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, she shall be advanced to the next higher increment for the higher classification.
- 13.05 An Employee whose position is reclassified to one with a lower existing Basic Rate of Pay, through no cause of her own, shall not have her existing Basic Rate of Pay altered from the existing Basic Rate of Pay she was earning on the date her 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 her previous existing Basic Rate of Pay, at which time she will then receive the existing Basic Rate of Pay for the classification to which the position is allocated.

### **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**

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 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 decision of the Employer from the Human Resources Department regarding the classification appeal shall be made known to the Employee within ten (10) calendar days of receipt of the written appeal.

(b) Step 2

Within ten (10) calendar days of receipt of the decision of the Human Resources Department, the Employee may submit to the 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 the Chief Executive Officer or a designate, a representative from the 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 ten (10) 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. The decision of the Appeal Committee shall be final and binding on the Parties.

The effective date of a reclassification to a higher rate of pay shall be the date the application to the Human Resources Department for the classification review was first submitted.

**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 (1<sup>st</sup>) shift of the changed schedule.

- (b) If, in the course of a posted schedule, the Employer changes the Employee's scheduled shift (i.e. days to evenings, days to nights or evenings to nights) with less than forty-eight (48) hours notice, she shall be paid at the rate of two times (2X) her Basic Rate of Pay for all hours worked on the changed shift.
- (c) If, in the course of a posted schedule, the Employer changes a regular Employee's scheduled start time and/or end time with less than forty-eight (48) hours notice, she shall be paid at two times (2X) her Basic Rate of Pay for all hours worked outside of the originally scheduled hours.
- (d) The Employer shall allow a Representative of the Union to reproduce a copy of the posted shift schedule.

14.03 **Daylight Saving Time**

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

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

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

14.05 **Rest Periods**

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

- (ii) where a rest period by the end of the shift is not possible, be paid for an additional fifteen (15) minutes at the Employee's Basic Rate of Pay.

14.06 **Meal Periods**

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

14.07 **Employee Shift Exchange**

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

14.08 **Full-time Employees**

- (a) Normal hours of work, exclusive of meal periods, for Regular Full-time Employees, shall be:
  - (i) seven point seven five (7.75) work hours per day; and
  - (ii) thirty-eight point seven five (38.75) hours per week averaged over one (1) complete cycle of the shift schedule.

- (b) Regular Full-time Employees who are scheduled to rotate shifts (days, evenings and nights; or days and evenings; or days and nights) shall be assigned not less than one-third (1/3) day shifts during a shift cycle, unless otherwise mutually agreed to between the Employer and the Employee. The Employer shall consider a request by such Employee(s) to work permanent evenings and/or night shifts.
- (c) Unless otherwise mutually agreed between the Employer and the Employee, shift schedules for Regular Full-time Employees shall provide for:
  - (i) not more than two (2) different shift starting times between scheduled days off;
  - (ii) days off to be consecutive;
  - (iii) not more than six (6) consecutive days of work without receiving her days off;
  - (iv) at least fifteen (15) hours between scheduled shifts;
  - (v) no split shifts; and
  - (vi) days off to be scheduled in such a way as to equally distribute weekends off over a shift cycle among the Regular Full-time Employees who perform the work involved. However, no Employee shall have less than two (2) weekends off in a five (5) week period. "Weekend" shall mean a Saturday and the following Sunday, assuring a minimum of fifty-six (56) hours off duty.

14.09

**Part-time Employees**

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

- (c) Unless otherwise mutually agreed between the Employer and the Employee, shift schedules for Regular Part-time Employees shall provide for:
  - (i) not more than two (2) different shift starting times between days off;
  - (ii) at least two (2) consecutive days off per week, averaged over one (1) work cycle of not more than fourteen (14) calendar days;
  - (iii) not more than six (6) consecutive days of work without receiving her days off;
  - (iv) at least fifteen (15) hours between scheduled shifts;
  - (v) a minimum of three (3) hours per shift;
  - (vi) no split shifts; and
  - (vii) except for cases of emergency, days off will be scheduled in such a way as to equally distribute weekends off over a shift cycle among the Regular Part-time Employees who perform the work involved. No Employee shall have less than two (2) weekends off in a five (5) week period. "Weekend" shall mean a Saturday and the following Sunday, assuring a minimum of fifty-six (56) hours off duty. This clause does not apply to Part-time Employees who are employed specifically for weekend work.
- (d)
  - (i) Regular Part-time Employees who wish to be considered for additional hours of work to meet temporary operational requirements shall advise their immediate supervisor, in writing, as to the extent of their availability. Employees on layoff, or who have had their normal hours of work reduced, shall have priority for additional hours up to their normal hours of work. All other additional hours of work shall be distributed fairly and equitably among the available Regular Part-time Employees who have requested additional hours of work and the Casual Employees.
  - (ii) At the time additional work is being offered, the Employee shall be responsible for advising the Employer that the Employee will be in an overtime situation if she accepts the additional work. The Employer is not obligated to call in Part-time Employees for additional work if such additional work would result in the Employer having to incur overtime costs.

- (e) The Basic Rate of Pay will prevail for additional hours of work voluntarily accepted by a Regular Part-time Employee beyond her scheduled hours provided:
  - (i) the hours worked do not exceed seven point seven five (7.75) hours per day; and
  - (ii) the hours worked do not exceed thirty-eight point seven five (38.75) hours per week averaged over one (1) complete cycle of the shift schedule; and
  - (iii) the Part-time Employee does not work in excess of six (6) consecutive days without days off; and
  - (iv) the Part-time Employee does not work in excess of ten (10) days in a fourteen (14) day period.

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

14.10 **Optional Scheduling Provisions**

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

14.11 **Extended/Modified Work Day**

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



## **ARTICLE 15**

### **OVERTIME**

- 15.01 (a) All overtime must be authorized in advance by the Employer. Should a situation arise where an Employee is unable to have overtime approval in advance, payment for the hours worked in accordance with this article shall not be unreasonably denied.
- (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 two times (2X) the Basic Rate of Pay.
- 15.02 Failure to provide at least fifteen (15) hours rest between scheduled shifts, or twelve (12) hours where applicable, shall result in payment of overtime at established rates for any hours worked during normal rest periods unless the Employer and the Union have mutually agreed to optional scheduling provisions that provide for less than fifteen (15) hours rest between scheduled shifts.
- 15.03 Except in the case of unforeseen circumstances, when overtime work is scheduled the Employee affected shall be given at least four (4) hours notice.
- 15.04 Employees shall not be required to layoff during their regular scheduled shifts to equalize any overtime worked previously.
- 15.05 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 (2<sup>nd</sup>) shift at no cost.
- 15.06 **Full-Time Employees**
- Overtime shall be shared as equally as possible amongst Full-time Employees who perform the work involved.
- 15.07 (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.
- (b) Full-time Employees who work overtime on a named holiday shall be paid for such hours at the rate of two point five times (2.5X) the Basic Rate of Pay.
- (c) Full-time Employees who work overtime on August Civic Holiday or Christmas Day shall be paid for such hours at the rate of three times (3X) the Basic Rate of Pay.

- 15.08
- (a) A Full-time Employee may request time off in lieu of overtime worked to be taken in conjunction with her 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) Failing mutual agreement under (a) or (b) above, the Employer shall effect payment of overtime pay at the applicable overtime rate.

### **Part-Time Employees**

- 15.09 Overtime shall be shared as equally as possible amongst Part-time Employees who perform the work involved.
- 15.10
- (a) Part-time Employees who work overtime on a named holiday shall be paid for such hours at the rate of two point five times (2.5X) the Basic Rate of Pay.
  - (b) Part-time Employees who work overtime on August Civic Holiday or Christmas Day shall be paid for such hours at the rate of three times (3X) the Basic Rate of Pay.
- 15.11 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.

## **ARTICLE 16**

### **SALARIES**

- 16.01 The Basic Rates of Pay as set out in the Salary Schedule(s) shall be applicable to all classifications covered by this Collective Agreement, and shall be effective from and after the dates specified.
- 16.02 An Employee's Basic Rate of Pay will be advanced to the next higher Basic Rate of Pay following:
- (a) in the case of a Full-time Employee, one (1) year of service; or
  - (b) in the case of a Part-time Employee, the completion of two thousand twenty-two point seven five (2,022.75) hours paid.

- 16.03
- (a) When a Regular Employee achieves a position in a classification with the same end rate as her present classification, such Employee shall move to the pay step which has a rate which is equal to her present Basic Rate of Pay, or if there is no such pay step, she shall move to the pay step that has a Basic Rate of Pay that is next higher to her present Basic Rate of Pay.
  - (b) When a Regular Employee achieves a position in a classification with an end rate that is greater than the end rate of her present classification, and the Employee has not yet achieved "Pay Step 2" in her present pay range, she shall be advanced to "Pay Step 1" in the higher pay range and will then move to "Pay Step 2" as soon as she completes two thousand twenty-two point seven five (2,022.75) hours worked (inclusive of those hours worked in her former classification); however, if "Pay Step 1" of the higher pay range is less than "Pay Step 1" in her present pay range, she shall be advanced to the next pay step that provides her with an increase in her Basic Rate of Pay.
  - (c) When a Regular Employee achieves a position in a classification with an end rate that is greater than the end rate of her present classification, and the Employee has achieved "Pay Step 2" or greater in the pay range for her present classification, she shall advance to "Pay Step 2" in the higher pay range, however, if "Pay Step 2" in the higher pay range has a Basic Rate of Pay less than the Employee's current Basic Rate of Pay, she shall be advanced to the next pay step that provides her with an increase in her Basic Rate of Pay.
  - (d) When a Regular Employee achieves a position in a classification with an end rate that is less than her present classification, she shall be assigned to the pay step in the lower pay range that causes the least amount of reduction in her present Basic Rate of Pay.
- 16.04
- Should the Employer issue an Employee an overpayment of wages and/or entitlements, then the Employer may make the necessary monetary or entitlement adjustments and take such internal administrative action as is necessary to correct such errors. The Employer shall notify the Employee in writing that an overpayment has been made and discuss repayment options. By mutual agreement between the Employer and the Employee, repayment arrangements shall be made. In the event mutual agreement cannot be reached, the Employer shall recover the overpayment by deducting up to ten percent (10%) of the Employee's gross earnings per pay period.

## **ARTICLE 17**

### **RECOGNITION OF PREVIOUS EXPERIENCE**

- 17.01 Salary recognition shall be granted for previous experience satisfactory to the Employer, when an Employee has job specific experience, and will be recognized:
- (a) provided not more than three (3) years have elapsed since the experience was obtained;
  - (b) up to the top increment of the classification in the Salary Schedule(s);
  - (c) previous job specific experience must accumulate to two thousand twenty two point seven five (2,022.75) hours before an increment is granted. In calculating recognition under Article 17.01(b) above, a partial year shall be credited towards the next increment in the salary schedule.

## **ARTICLE 18**

### **PYRAMIDING**

- 18.01 "Pyramiding" means the payment of two (2) or more premiums under different provisions of this Collective Agreement for the same hours worked.
- 18.02 Except where expressly authorized in this Collective Agreement, there shall be no pyramiding of premiums.
- 18.03 Where two (2) or more applicable premiums may apply, the Employee will be paid only one (1) such premium, that being the greatest of the applicable premiums.

## **ARTICLE 19**

### **SHIFT DIFFERENTIAL**

19.01 **Evening Shift Differential**

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

- (a) to Employees working a shift where the majority of such shift falls within the period fifteen hundred (1500) hours to twenty-three hundred (2300) hours; or

- (b) to Employees for each regularly scheduled hour worked between fifteen hundred (1500) hours to twenty-three hundred (2300) hours, provided that greater than two (2) hours worked between fifteen hundred (1500) hours to twenty-three hundred (2300) hours;
- (c) to Employees for all overtime hours worked which fall within the period of fifteen hundred (1500) hours to twenty-three hundred (2300) hours.

19.02

**Night Shift Differential**

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

- (a) to Employees working a shift where the majority of such shift falls within the period of twenty-three hundred (2300) hours to zero seven hundred (0700) hours provided that greater than two (2) hours are 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 two (2) hours 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) 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;
- (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;

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**

21.01 An Employee who is assigned by the Employer to replace another Employee in a higher paid classification in the bargaining unit shall be paid the rate of pay for the higher classification in which the Employee is relieving.

21.02 When an Employee is required to temporarily perform the duties of a lower paid classification, her Basic Rate of Pay will not be changed.

21.03 On each occasion that an Employee is designated in writing by the Employer to replace and/or assume additional responsibilities during the absence of an out-of-scope Employee, such Employee shall be paid an additional one dollar and fifty cents (\$1.50) per hour.

## **ARTICLE 22**

### **ON-CALL DUTY/ CALL-BACK**

22.01 On-call duty shall mean any period during which an Employee is not working but during which the Employee is required by the Employer to be readily available to respond without undue delay to any request to report for work.

22.02 For each assigned hour of authorized on-call duty, a Regular Employee shall be paid:

- (a) on regularly scheduled days of work, the sum of three dollars and thirty cents (\$3.30) per hour; and

- (b) on scheduled days off and named holidays, the sum of four dollars and fifty cents (\$4.50) per hour. A named holiday or scheduled day off shall run from zero zero zero one (0001) hours on the named holiday or scheduled day off to twenty-four hundred (2400) hours of the same day.

22.03 Regulations in respect of approval or authorization for on-call duty and the procedures which are to be followed by the Employee and the Employer in respect of a duty roster or such other administrative controls as may be deemed necessary or desirable, shall be prescribed by the Employer.

22.04 An Employee will be supplied a communication device by the Employer for the purposes of on-call duty. Such device to be provided at no cost to the Employee.

22.05 **Call-Back**

- (a) An Employee who is called back to work during the on-call period shall be paid, in addition to the payment received for being on-call in accordance with Article 22.02, the hours worked during the on-call period in accordance with the call-back provisions of this Article.
- (b) An Employee who is called back and required to return to work outside of the Employee's regular hours shall be paid for any one (1) call at either:
  - (i) the overtime rate as specified in Article 15; or
  - (ii) four (4) hours at the Basic Rate of Pay; whichever is greater.
- (c) A Regular Employee called back to work in accordance with this Article shall be reimbursed in accordance with Article 24.02.

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

- 22.07
- (a) Where an employee works more than six (6) hours on a call-back pursuant to this article, and there is not a minimum of six (6) hours off duty in the twelve (12) hours preceding the employee's next shift, at the employee's request, the employee shall be entitled to eight (8) consecutive hours of rest before commencing their next shift, without loss of regular earnings.
  - (b) The Employee in the above situation will advise her Supervisor in advance of the fact that she will not be reporting for duty at her scheduled time.

22.08 **Telephone Consultation**

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

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

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

**ARTICLE 23**

**CASUAL AND TEMPORARY EMPLOYEES**

23.01 **Application**

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



- 38 Employee-Management Advisory Committee
- 39 Uniforms
- 41 Job Description
- 42 Employment Insurance Premium Reductions

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**

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

23.04

**Overtime**

- (a) The Employer shall determine when overtime is necessary and for what period of time it is required:
  - (i) all authorized overtime worked in excess of and in conjunction with seven point seven five (7.75) hours per day shall be paid at the rate of two times (2X) the Basic Rate of Pay; or
  - (ii) all overtime worked in excess of thirty-eight point seven five (38.75) hours per week averaged over a complete shift cycle shall be paid at two times (2X) the Basic Rate of Pay;

whichever is greater.

- (b) Failure to provide at least fifteen (15) hours rest between scheduled shifts, or twelve (12) hours where applicable, shall result in payment of overtime at established rates for any hours worked during normal rest periods unless the Employer and the Union have mutually agreed to optional scheduling provisions that provide for less than fifteen point five (15) hours rest between scheduled shifts.

23.05

**Transportation Allowance**

- (a) A Casual or Temporary Employee who has completed a shift and is called back and required to return to work shall be reimbursed for reasonable, necessary and substantiated transportation expenses and, if the Employee travels for such purpose by private automobile, reimbursement shall be at the Government of Alberta rates per kilometre from the Employee's residence to the Site and return provided the return is prior to the commencement of the Employee's next shift.
- (b) A Casual or Temporary Employee who normally travels from the Site to his/her place of residence by means of public transportation following the completion of duty shift, but who is prevented from doing so by being required to remain on duty longer than the Employee's regular shift and past the time when public transportation is available, shall be reimbursed for the cost of reasonable, necessary and substantiated transportation expenses from the Site to the Employee's place of residence.

23.06

**Vacation**

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

23.07 **Named Holidays**

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

23.08 **Health Benefits**

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

23.09 **Bereavement Leave**

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

23.10 **Workers' Compensation**

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

23.11 **Personnel Files**

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

23.12      **Seniority**

Casual and Temporary Employees do not accumulate seniority.

23.13      **Probationary Period**

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

23.14      **Resignation**

Article 40: Resignation, shall apply to Temporary Employees.

23.15      **Staff Development and Meetings**

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

23.16      **Employee Benefits Plan**

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

23.17      **Sick Leave**

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

23.18      **Time Off for Union Business**

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

## **ARTICLE 24**

### **TRANSPORTATION**

- 24.01 A Regular Employee who is called back to the Site pursuant to Article 22, shall be reimbursed for reasonable, necessary and substantiated transportation expense and, if the Employee travels for such purpose by private automobile, reimbursement shall be at the Government of Alberta rates per kilometre from the Employee's residence to the Site and return.
- 24.02 Where a Regular Employee is assigned duties necessitating the use of her automobile, she shall be reimbursed pursuant to Article 24.01.
- 24.03 In the event that the Government of Alberta increases travel and subsistence rates, the Employee shall be reimbursed for expenses incurred to a maximum of the rates paid by the Government of Alberta.

## **ARTICLE 25**

### **NAMED HOLIDAYS**

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

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

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

- (a) the Municipal Government in which the base office is located;
  - (b) the Province of Alberta; or
  - (c) the Government of Canada.
- 25.02 In addition to the foregoing named holidays, Full-time Employees who are in the employ of the Employer on July 1<sup>st</sup>, shall be granted one (1) additional holiday as a "floater" holiday. The floater holiday will be scheduled by mutual agreement between the Employer and the Employee. If the holidays are not taken by the last day of November in any given year, they shall be paid out.
- 25.03 No payment shall be due for the named holiday, which occurs during:

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

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

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

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

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

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

- (a) an alternate day off at a mutually agreed time; or
- (b) by mutual agreement, a day added to the Employee's next annual vacation; or
- (c) failing mutual agreement within thirty (30) calendar days following the Named Holiday the Employee shall receive payment for such day at their Basic Rate of Pay.

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

- (a) by mutual agreement, a day off with pay added to the Employee's annual vacation; or

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

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

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

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

25.10 **Part-Time Employees**

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

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

**ARTICLE 26**

**VACATIONS**

26.01 **Definitions**

For the purpose of this Article:

- (a) "vacation" means annual vacation with pay.
- (b) "continuous employment" 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 15<sup>th</sup> of each year. Where an Employee submits their vacation preference by March 15<sup>th</sup> of that year, the Employer shall indicate approval or disapproval of that vacation request by April 15<sup>th</sup> of that year.
  - (ii) Where an Employee submits their request in writing for vacation within the timeframe of January 15<sup>th</sup> to March 15<sup>th</sup> stipulated in Article 26.02(a)(i) above, vacation dates shall be allocated based on seniority. Requests for vacation which are submitted after March 15<sup>th</sup> shall be dealt with on a first-come, first-serve basis.
  - (iii) When an Employee submits a request in writing after April 15<sup>th</sup> 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 (1<sup>st</sup>) to second (2<sup>nd</sup>) year of such employment an Employee earns a vacation of fifteen (15) working days;
- (b) during the third (3<sup>rd</sup>) to ninth (9<sup>th</sup>) years of such employment an Employee earns a vacation of twenty (20) working days;
- (c) during the tenth (10<sup>th</sup>) to nineteenth (19<sup>th</sup>) years of such employment an Employee earns a vacation of twenty-five (25) working days;
- (d) during the twentieth (20<sup>th</sup>) and subsequent years of such employment an Employee earns a vacation of thirty (30) working days.
- (e) **Supplementary Vacation**

Upon having reached the employment anniversary of twenty-five (25) years of continuous service, Full-Time Employees shall have earned an additional five (5) work days vacation with pay, to be scheduled at the Employee's option at any subsequent time in accordance with Article 26.02.

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

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

Upon reaching the employment anniversary of forty (40) years of continuous service, Employees shall have earned an additional one-time five (five) work days of supplementary vacation with pay.

Upon reaching the employment anniversary of forty-five (45) years of continuous service, Employees shall have earned an additional one-time five (five) work days of supplementary vacation with pay.

Subject to Clause 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:

$$\begin{array}{l} \text{Employer paid hours} \\ \text{at the basic rate of Pay} \end{array} \times \begin{array}{l} \text{The applicable \%} \\ \text{outlined below} \end{array} = \begin{array}{l} \text{Number of hours of paid} \\ \text{vacation time to be taken} \end{array}$$

- (a) six percent (6%) during the first (1<sup>st</sup>) to second (2<sup>nd</sup>) year of such employment; or
- (b) eight percent (8%) during the third (3<sup>rd</sup>) to ninth (9<sup>th</sup>) employment years; or
- (c) ten percent (10%) during the tenth (10<sup>th</sup>) to nineteenth (19<sup>th</sup>) employment years; or
- (d) twelve percent (12%) during the twentieth (20<sup>th</sup>) and subsequent employment years.

(e) **Supplementary Vacation**

Upon having reached the employment anniversary of 25 years of continuous service, Employees shall have earned an additional vacation with pay, to be scheduled in accordance with Article 26.02:

$$\begin{array}{l} \text{Employer paid hours at} \\ \text{the Basic Rate of Pay} \end{array} \times 2\% = \begin{array}{l} \text{Number of hours of paid} \\ \text{supplementary vacation time} \\ \text{within the next five years} \end{array}$$

Upon having reached thirty (30) years of continuous employment, a one-time additional one-time two percent (2%) for supplementary vacation.

Upon having reached thirty-five (35) years of continuous employment, a one-time additional one-time two percent (2%) for supplementary vacation.

Upon having reached forty (40) years of continuous employment, a one-time additional one-time two percent (2%) for supplementary vacation.

Upon having reached forty-five (45) years of continuous employment, a one-time additional one-time two percent (2%) for supplementary vacation.

26.05 **Sick While on Vacation**

Should a Regular Employee demonstrate to the satisfaction of the Employer that they were admitted to a hospital as an "in-patient" during the course of their vacation, 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 they have exhausted the vacation credits to which they are 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) Health Organization Benefits Plan, or equivalent, inclusive of:
  - (i) Group Life Insurance (Basic);

- (ii) Accidental Death and Dismemberment (Basic);
- (iii) Short-Term Disability [income replacement for a period of up to one hundred and twenty (120) working days during a qualifying disability equal to sixty-six and two-thirds percent (66 2/3%) of basic weekly earnings to the established maximum following a fourteen (14) day elimination period where applicable. The Short-Term Disability shall become effective on the first (1<sup>st</sup>) working day following the expiry of sick leave credits in the case of absence due to injury or hospitalization. In the particular case of Employees who have insufficient sick leave credits to satisfy the fourteen (14) calendar day elimination period, the Short-Term Disability shall commence on the fifteenth (15<sup>th</sup>) day following the commencement of non-hospitalized sickness];
- (iv) Long-Term Disability [income replacement during a qualifying disability equal to sixty-six and two-thirds percent (66 2/3%) of basic monthly earnings to the established maximum following a one hundred and twenty (120) working day elimination period];
- (v) Dental Plan which provides for the reimbursement of eighty percent (80%) of eligible Basic Services, fifty percent (50%) of eligible Extensive Services, and fifty percent (50%) of eligible Orthodontic Services, in accordance with the current Canadian Life and Health Insurance Association Dental Fee Guide. A maximum annual reimbursement of three thousand (\$3,000) per insured person per benefit year shall apply to Extensive Services. Orthodontic Services shall be subject to a lifetime maximum reimbursement of three thousand (\$3,000) per insured person; and

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

- (v) Dental Plan which provides for the reimbursement of eighty percent (80%) of eligible Basic Services, fifty percent (50%) of eligible Extensive Services, and fifty percent (50%) of eligible Orthodontic Services, in accordance with the current Usual and Customary Fee Guide. A maximum annual reimbursement of three thousand (\$3,000) per insured person per benefit year shall apply to Extensive Services. Orthodontic Services shall be subject to a lifetime maximum reimbursement of three thousand (\$3,000) per insured person; and
- (vi) Supplementary Benefits Plan.

(c) **EI SUB Plan**

At the Employer's option, an "EI SUB Plan" to supplement an eligible Employee's Employment Insurance to meet the Employer's obligation to provide disability payments during the valid health-related period for being absent from work due to pregnancy. The valid health-related period is one for which she has the medical substantiation required pursuant to Article 28.05.

27.02 Enrollment by:

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

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

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

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

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

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

**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 her 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 her Basic Rate of Pay and the number of days thus paid shall be deducted from her accumulated sick leave credits up to the total amount of the Employee's accumulated credits at the time sick leave commenced.

28.05 Regular Employees may be required to submit proof satisfactory to the Employer of any illness, non-occupational injury or quarantine:

- (a) in excess of two (2) consecutive days; or
- (b) in appropriate circumstances such as where a Regular Employee demonstrates a discernible pattern of frequent illness.

28.06 Subject to the provisions of Article 28.05, when the Employee is required to substantiate, in the form prescribed by the Employer any claim for sick leave, any fee associated with acquiring such substantiation shall be reimbursed by the Employer. In these instances, the Employer will attempt to notify the Employee during her absence from work that substantiation will be required upon her return to work.

28.07 When a Regular Employee has accrued the maximum sick leave credits she shall no longer accrue sick leave credits until such time as her total accumulation is reduced below the maximum. At that time she shall recommence accumulating sick leave credits.

- 28.08 A Regular Employee who has exhausted her 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 28.09.
- 28.09 A Regular Employee on sick leave, leave of absence without pay in accordance with Article 28.08, WCB, STD or LTD, shall keep the Employer advised as to when she 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 her former classification shall be reinstated by the Employer in the same classification and Site which she held immediately prior to her absence;
  - (b) A Regular Employee who is not capable of performing the duties of her 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 her in an available position that she is capable of performing. In such a case the Union agrees to waive the posting provisions of the Collective Agreement.
- 28.10 Regular Employees reporting sick shall do so to the Employer as soon as possible in order that a replacement may be arranged for 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.
- 28.11 If an Employee requires time off for the purpose of attending a dental, physiotherapy, optical or medical appointment, provided she has been given prior authorization by the Employer, such absence shall be charged against her accumulated sick leave. Employees may be required to submit satisfactory proof of such appointment.
- 28.12 **Regular Employees/Full-Time Employees**
- (a) Sick leave credits for a Full-time Employee shall be earned and computed at the rate of one and one point five (1.5) 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 her 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**

- 29.01 (a) An Employee who is incapacitated and unable to work as a result of an accident sustained while on duty in the service of the Employer within the meaning of the *Workers' Compensation Act*, shall continue to receive full net take home pay, provided the Employee does not elect to receive income replacement directly from the Worker's Compensation Board. A deduction of one-tenth (1/10<sup>th</sup>) day shall be charged against sick leave credits for each day an Employee is off work. Employees shall only receive full net take home pay to the extent that one-tenth (1/10<sup>th</sup>) day can be deducted from sick leave credits, following which time the Employee will be deemed to be on sick leave without pay pursuant to Article 28.08.
- (b) For the purposes of Article 29, full net take home pay shall be calculated at the Basic Rate of Pay for all hours worked, less any statutory deductions and benefit deductions as calculated prior to the accident referenced in Article 29.01(a). In no event shall the Employee's full net take home pay exceed the full net take home pay the Employee was receiving prior to the accident.
- 29.02 An Employee receiving compensation benefits under Article 29.01 shall be deemed on Workers' Compensation leave and shall:
  - (a) remain in the continuous service of the Employer for the purpose of salary increments.
  - (b) cease to earn sick leave and vacation credits subject to Articles 28.12, 26.03, and 26.04.



- (c) not be entitled to named holidays with pay falling within the period of Workers' Compensation leave in excess of thirty (30) days.
- (d) pay their share of benefit premiums and pension contributions to the Employer on a monthly basis in order to continue their coverage.

29.03 An Employee on Workers' Compensation leave and who is certified by the Workers' Compensation Board to be fit to return to work and who is:

- (a) Capable of performing the duties of their former position, shall provide the Employer with twenty-eight (28) days written notice of readiness to work or such shorter period as mutually agreed between the Employer and the Employee. Such advance notice shall not be required in the case of short term absence on Workers' Compensation leave, i.e., where the expected duration of the leave at the time of onset was less than twenty-eight (28) calendar days. The Employer shall then reinstate the Employee in the same position held by the Employee immediately prior to the disability with benefits that accrued to the Employee prior to the disability.
- (b) Incapable of performing the duties of their former position, but is capable of performing the duties of their former classification, shall notify the Employer in writing of their readiness to return to work. The Employer shall then reinstate the Employee to a position for which they are capable of performing the work entailed, upon the occurrence of the first such available vacancy with benefits that accrued to the Employee prior to the disability.
- (c) Incapable of performing the duties of their former classification, may make application for any benefits for which they are eligible under Sick Leave or Employee Benefits Plans, in accordance with Articles 28 or 27.

29.04 The reinstatement of an Employee in accordance with this Article shall not be construed as being in violation of the posting and/or scheduling provisions of Articles 12 and 14.

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

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

## **ARTICLE 30**

### **LEAVES OF ABSENCE**

30.01

#### **Applications**

- (a) Applications for leave of absence shall be submitted in writing to the Employer for approval. Except in exceptional circumstances, or where there is mutual agreement between the Employee and Employer, the Employer will reply in writing to a request for leave of absence within fourteen (14) calendar days of receipt of the request. A false statement in an application for leave of absence may result in dismissal of employment, which shall be reported to the Union.
- (b) Leave of absence shall be without pay and may be granted for any reason which the Employer and Regular Employee agree upon, including extended vacations, marriage, education and professional or educational meetings. Permission for leave of absence will not be unfairly withheld and where permission is denied reasons will be given. Employees shall not work for gain during the period of leave of absence except with the express written consent of the Employer.
- (c) An Employee on approved leave of absence for any reason who overstays such leave without the Employer's permission shall be considered to have terminated their employment unless the Employee has provided a valid reason in the opinion of the Employer.

30.02

#### **Benefits**

- (a) Benefits do not accrue during any leave of absence without pay in excess of thirty (30) calendar days.
- (b) Notwithstanding paragraph (a) above, the Employee will continue to pay their cost-share of health benefit premiums during any leave of absence, which occurs for the period of time between the expiry of sick leave and the potential commencement of Short-Term Disability or Long-Term Disability.

30.03

#### **Maternity Leave**

- (a) A pregnant Employee who has completed ninety (90) days of continuous employment shall, upon their written request, providing at least fourteen (14) calendar days advance notice, be granted maternity leave to become effective at any time during the thirteen (13) weeks immediately preceding the expected date of delivery, provided that the Employee commences maternity leave no later than the date of delivery.

- (b) Maternity leave shall be without pay and benefits, except for the portion of maternity leave during which the Employee has a valid health-related reason for being absent from work and is also in receipt of sick leave, EI SUB Plan benefits, STD or LTD. Maternity leave shall not exceed sixteen (16) weeks.
- (c) A pregnant Employee whose pregnancy ends other than as a result of a live birth within sixteen (16) weeks of the estimated due date is entitled to maternity leave. If maternity leave has not already commenced in accordance with Article 32.04(a), such maternity leave shall commence on the date that the pregnancy ends. Such maternity leave shall end sixteen (16) weeks after the commencement of the leave.

30.04

**Parental Leave**

- (a) An Employee who has completed ninety (90) days' continuous employment shall, with at least fourteen (14) calendar days written notice, be granted leave without pay and benefits for the purpose of adopting a child or for parenting duties following the birth of a child. Parental leave can be taken by the birth mother, the other parent, adoptive parents, or both parents shared between them. Parental leave shall not exceed sixty two (62) weeks unless mutually agreed otherwise between the Employer and the Employee.
- (b) The Employee may commence parental leave:
  - (i) following the end of their sixteen (16) weeks maternity leave; or
  - (ii) up to two (2) weeks prior to the expected delivery date of the child; or
  - (iii) from any date after delivery or adoption of the child provided that the leave shall end seventy eight (78) weeks from the birth of the child or date of adoption; or
  - (iv) upon one (1) days' notice for the purposes of adoption, provided that application for such leave was made when the adoption was approved and the Employer is kept informed of the progress of the adoption proceedings.
- (c) An Employee requesting an extension of parental leave and who has unused vacation entitlement may be required to take the vacation pay as a part, or all, of the period of the extension.

- (d) Subject to Article 30.04(e), an Employee on maternity leave or parental leave shall provide the Employer with at least fourteen (14) calendar days' notice of readiness to return to work, following which the Employer will reinstate the Employee in the same or an equivalent position at not less than the same step in the pay scale and other benefits that accrue to the Employee up to the date they commenced leave.
- (e) In the event that during the period of an Employee's maternity leave or parental leave, the position from which the Employee is on such leave has been eliminated due to reduction of the working force or discontinuation of an undertaking or activity and the Employer has not increased the working force or resumed operations on the expiry of the Employee's maternity leave or parental leave Article 33 (Layoff and Recall) will be applied.

30.05

**Court Appearance**

In the event an Employee is required to serve as a member of a jury or as a witness in any court in matters arising out of their employment, they shall be granted leave of absence at their regular rate of pay, provided that any reimbursement paid to the Employee for this appearance is paid to the Employer.

30.06

**Bereavement Leave**

- (a) (i) Bereavement leave shall be granted in the event of the death of a member of the Employee's immediate family. For the first five (5) calendar days of such leave of absence, the Employee shall suffer no loss of regular earnings. Immediate family of the Employee is defined as:

Spouse	Parent (including Step Parent)
Child (including Step Children)	Brother (including Step Brother)
Sister (including Step Sister)	Fiancé
Mother-In-Law	Father-In-Law
Son-In-Law	Daughter-In-Law
Brother-In-Law	Sister-In-Law
Legal guardian	Grandparent
Grandchild	Niece
Nephew	Aunt
Uncle	

"Spouse" shall include common-law or same-sex relationship and shall be deemed to mean a man or woman who resided with the Employee and who was held out publicly as his/her spouse for a period of at least one (1) year before the death.

- (ii) Upon request, the Employee may be granted additional leave of absence without pay.
- (b) Bereavement leave shall be extended by two (2) additional days if travel in excess of three hundred and twenty (320) kilometres one way from the Employee's residence is necessary for the purpose of attending the funeral.
- (c) In the event of a death of another relative or close friend, the Employer may grant up to one (1) working day off with pay to attend the funeral services.

30.07

**Educational Leave**

- (a) For the purpose of determining salary increments, an Employee who is granted leave of absence for educational purposes shall be deemed to remain in the continuous service of the Employer for the first eighteen (18) months of such period of leave.
- (b) During an Employee's educational leave, they may work as a Casual Employee with the Employer without adversely affecting their reinstatement to the position from which they are on leave.
- (c) Leave from duty for educational purposes may be granted at the discretion of the Employer. Salary, tuition fees, time, transportation, duration and type of course, etc. will be mutually agreed upon at the time of the application, by the Employer and the Employee.

30.08

**Caregiver Leaves**

- (a) Compassionate/Terminal Care Leave
  - (i) An Employee who has completed at least ninety (90) days of employment, shall be entitled to leave of absence without pay but with benefits at the normal cost sharing, for a period of twenty seven (27) weeks to care for a qualified relative with a serious medical condition with a significant risk of death within twenty six (26) weeks from the commencement of the leave. Such leave shall end upon the death of the qualified relative, when the employee ceases to provide care for the qualified relative, or after twenty seven (27) weeks of leave, whichever is earlier.
  - (ii) Qualified relative for compassionate/terminal care leave means a person in a relationship to the Employee as designated in the *Alberta Employment Standards Code* and the *Employment Standards Code Regulations*, including:

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

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

- (iii) At the request of the Employee, compassionate/terminal care leave may be taken in one (1) week increments.
- (iv) Notwithstanding Article 30.01, an Employee shall apply for compassionate leave at least two (2) weeks in advance of the commencement of the leave and shall advise the Employer if they want to take the leave in weekly increments.

(b) Critical Illness Leave

- (i) An Employee who has completed at least ninety (90) days of employment, and is a family member of a critically ill child or a critically ill qualified adult relative, is entitled to leave of absence without pay or benefits:
  - for a period of up to thirty six (36) weeks to care for their critically ill child; or,
  - for a period of up to sixteen (16) weeks to care for a critically ill qualified adult relative.

- (ii) Critically ill child means a child, step-child, foster child or child who is under legal guardianship, and who is under eighteen (18) years of age for whom the Employee would be eligible for the parents of critically ill child leave under the *Employment Standards Code* and the *Employment Standards Code Regulations*.
  - (iii) "Critically ill qualified adult relative" means a person in a relationship to the Employee for whom the Employee would be eligible for critical illness leave under the *Alberta Employment Standards Code* and regulations.
  - (iv) At the request of the Employee, critical illness of a child leave may be taken in one (1) week increments.
  - (v) Notwithstanding Article 30.01, an Employee shall apply for critical illness of a child leave at least two (2) weeks in advance of the commencement of the leave and shall advise the Employer if they want to take the leave in weekly increments.
- (c) Employees may be required to submit to the Employer satisfactory proof demonstrating the need for compassionate/terminal care leave or critical illness leave.

30.09

**Personal Leave**

- (a) Benefit eligible Regular employees shall be entitled to Personal Leave days each year, from April 1st through March 31<sup>st</sup>. Employees shall request such days as far in advance as possible. These days are for the purpose of attending to personal matters and family responsibilities, including, but not limited to attending appointments with family members and illness in the Employee's immediate family. Requests for Personal Leave shall not be unreasonably denied, subject to operational requirements.
- (b) An Employee may be required to submit satisfactory proof to the Employer demonstrating the need for Personal Leave.
- (c) The number of Personal Leave days are determined by the FTE as of April 1 of each year.
  - (i) Full-time and Part-time employees greater than zero point eight (0.80) FTE shall be entitled to three (3) days to a maximum of seven and three-quarter (7 3/4) hours each;
  - (ii) Part time employees between zero point six (0.60) and zero point eight (0.80) FTE shall be entitled to two (2) days to a maximum of seven and three-quarter (7 3/4) hours each;

- (iii) Part-time employees between zero point three eight (0.38) and zero point five nine (0.59) FTE shall be entitled to one (1) day to a maximum of seven and three-quarter (7 3/4) hours.
- (d) Personal Leave days are granted per incident as a full day.
- (e) Any Personal Leave days not used by March 31st of each year shall not be carried over or paid out on termination of employment.
- (f) New employees hired after January 1st of each year shall not receive Personal Leave days until April 1st of the following year.

30.10

**Death or Disappearance of a Child Leave**

- (a) An Employee who is the parent of a child who has disappeared and it is probable, considering the circumstances, that the child disappeared as a result of a crime, shall be entitled to a leave of absence without pay for a period up to fifty two (52) weeks.
- (b) An Employee who is the parent of a child who has died and it is probable, considering the circumstances, that the child disappeared as a result of a crime, shall be entitled to a leave of absence without pay for a period up to one hundred and four (104) weeks.
- (c) An Employee is not entitled to death or disappearance of child leave if the Employee is charged with the crime that resulted in the death or disappearance of the child.
- (d) The period during which an employee may take death or disappearance of child leave:
  - (i) begins on the day on which the death or disappearance, as the case may be, occurs, and
  - (ii) ends on the earliest of:
    - The length of the leave specified in 30.11(a) and (b), or
    - In the case of a child who disappears and who is subsequently found alive, 14 days after the day on which the child is found but no later than the end of the 52-week period, or
    - on the day on which the circumstances are such that it is no longer probable that the death or disappearance was the result of a crime.



- (iii) An Employee who wishes to take death or disappearance of a child leave shall provide the Employer with written notice as soon as is possible in the circumstances and, if possible, the notice shall include the estimated date of the Employee's planned return to work. The Employee shall inform the Employer as soon as possible of any change in the estimated return to work date.
- (iv) The Employee must provide the Employer with reasonable verification of the Employee's entitlement to the leave as soon as is possible in the circumstances.

30.11

**Domestic Violence Leave**

- (a) An Employee who has completed ninety (90) days of employment and who has been subjected to domestic violence may require time off from work to address the situation and shall be entitled to leave of absence without pay for a period of up to ten (10) days in a calendar year.
- (b) Alternatively, an Employee may access applicable leaves of absence or banks such as sick leave, personal leave, or witness duty leave.
- (c) Personal information concerning domestic violence will be kept confidential by the Employer.
- (d) When an Employee reports that they are experiencing domestic violence, the Employer will complete a hazard assessment and, where appropriate, may facilitate alternate work arrangements.
- (e) Employees may be required to submit satisfactory proof to the Employer demonstrating the need for domestic violence leave. Proof may be provided in the form of a copy of a court order, or documentation from a doctor, a family violence support service, a police officer, or lawyer.

30.12

**Citizenship Ceremony Leave**

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

30.13

**Military Leave**

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

30.14 **Temporary and Casual Employees**

The provisions of this Article do not apply to Casual Employees, and Temporary Employees who have been hired in a position of less than six (6) months.

**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 without pay shall be granted to an Employee for any of the following reasons:

- (a) Members of the Union Negotiating Committee not to exceed two (2) 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 When leave to attend Union business has been approved, it is granted with pay and benefits. The Union agrees to reimburse the Employer for actual salary and 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**

- 32.01 (a) The Employer shall contribute to the Local Authorities Pension Plan for retirement benefits for eligible participating Full-time Employees in accordance with the regulations of the plan.
- (b) The Employer shall contribute to the aforementioned pension plan for eligible Part-time Employees who request enrolment in the Plan provided they are regularly scheduled to work at least fourteen (14) hours per week averaged over a complete cycle of the shift schedule.
- 32.02 The Employer shall distribute to all Employees brochures and other relevant material outlining the above plan upon hiring and when there are changes to the plan.

### **ARTICLE 33**

#### **LAYOFF AND RECALL**

- 33.01 Prior to the implementation of the provisions of this Article, the Employer will meet with the Union to inform the Union of the Employer's intentions and provide the Union with current seniority lists.

33.02 In case it becomes necessary to reduce the workforce, the Employer will notify an Employee who is to be removed from her position at least thirty (30) calendar days prior to the position removal, except that the thirty (30) calendar days notice shall not apply where the position removal results from an Act of God, fire, flood, or work stoppage by Employees not covered by this Collective Agreement. If the Employee being removed from her position is not provided with an opportunity to work her scheduled hours during thirty (30) calendar days after notice of position removal, the Employee shall be paid in lieu of such work for that portion of the thirty (30) calendar days during which work was not made available. In any event, the Employee will be paid no less than that which is provided for in the *Employment Standards Code*.

Where there is a reduction in the number of Regular Employee(s) or a reduction of the FTE of Regular Employee(s), the Regular Employee(s) with the least seniority, within the same classification, department, or program, shall be the first (1<sup>st</sup>) Employee(s) laid off.

33.03 At the time of providing written notice of an Employee's removal from her position, a consultation meeting will be arranged by the Employer, between the Employee, the Employer and the Union, at which time the Employer shall advise the Employee of her retention options according to Articles 33.04 and 33.05, provided the Employee has the requisite job-related skills, training, knowledge and ability to perform the work required in the retention options.

33.04 The Employee shall be presented with the following vacancy options:

- (a) vacant position(s) within the bargaining unit. Such vacant position(s) shall be within her same occupational group and comprised of:
  - (i) the same, higher, or lower FTE and same pay grade; and
  - (ii) the same, higher, or lower FTE and lower pay grade.
- (b) An Employee who declines a vacant position within the same FTE and same pay grid shall not be eligible for another vacant position, or to displace into an occupied position within the bargaining unit pursuant to Article 33.05, and shall be laid off and forfeit her recall rights.

33.05 Subject to Article 33.04(b), an Employee who is not placed in a vacant position pursuant to Article 33.04 shall be presented with the following displacement options:

- (a) an occupied position within the bargaining unit. Such displacement shall affect the least senior Employee within her same occupational group in a position comprised of:

- (i) the same FTE and pay grade; if the least senior Employee in this category is not less senior than the Employee exercising displacement rights, then such Employee shall exercise displacement options under 33.05(a)(ii).
  - (ii) the same FTE and lower pay grade; if the least senior Employee in this category is not less senior than the Employee exercising displacement rights, then such Employee shall exercise displacement options under 33.05(a)(iii).
  - (iii) a lower FTE and same or lower pay grade; if the least senior Employee in this category is not less senior than the Employee exercising displacement rights, then such Employee shall be laid off with recall rights.
- (b) The Employer and the Union shall discuss the order in which displacement options should be exercised to ensure minimal impact to more senior Employees.

33.06 The Employee shall have seventy-two (72) hours from the date of the consultation meeting in Article 33.03 to advise the Employer of her decision under Articles 33.04 and 33.05.

33.07 An Employee who elects to not exercise her rights under Article 33.05 shall be laid off with recall rights.

33.08 An Employee who is displaced as a result of another Employee exercising her rights under Article 33 shall be entitled to exercise her rights in accordance with Articles 33.03 to 33.07.

33.09 **Recall**

Employees on layoff or who have had their normal hours of work reduced shall have priority for additional hours up to their normal hours of work.

33.10 (a) Recall shall occur in order of seniority and shall be to a position in the Employee's previous or lower pay grade and FTE within their previous occupational group, provided the Employee has the requisite job-related skills, training, knowledge and ability to perform the work.

(b) Recall rights shall be forfeited:

- (i) if an Employee refuses recall to a position within the same occupational group, pay grade, and FTE, for which the Employee had the requisite job-related skills, training, knowledge and ability to perform the work;

- (ii) if an Employee accepts recall and returns to a position in her previous occupational group, pay grade and FTE;
  - (iii) if an Employee applies on, and is the successful applicant, on a position posted pursuant to Article 12;
  - (iv) when twenty-four (24) calendar months from the date of an Employee's initial lay off has passed, inclusive of any periods of casual or temporary employment.
- (c) A Regular Employee on layoff shall not be deemed to have abandoned her recall rights to her pre-layoff position by virtue of accepting recall to a temporary position, or position with a lower FTE or pay grade.

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

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

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

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

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

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

- 33.16 In the event an Employee will be removed from her position due to technological change, the Employer will notify the Union with as much advance notice as possible of such change and will meet and discuss reasonable measures to protect the interest of an affected Employee.
- 33.17 When an Employee has been given notice of removal from her position in accordance with the notice provisions of this Article, and the Employee is actively seeking replacement employment, the Employer will grant the Employee reasonable time off without loss of pay for the purpose of attending an employment interview on the following conditions:
- (a) The Employee notifies the Employer at least twenty-four (24) hours prior to the interview;
  - (b) The Employee will be allowed a maximum of fifteen point five (15.5) hours off for the purpose of attending job interviews during the notice period; and
  - (c) The Employee provides the Employer with written confirmation that the Employee attended the job interview.

#### **ARTICLE 34**

##### **DISCIPLINE AND DISMISSAL**

- 34.01 Except for the dismissal of an Employee serving a probation period, there shall be no discipline or dismissal except for just cause.
- 34.02 Disciplinary action by the Employer, including written reprimand, suspension or dismissal, will be taken within ten (10) days of the date the Employer first became aware of, or reasonably should have become aware of the occurrence of the act. Within five (5) days of the disciplinary action the Employer will provide a copy of the written disciplinary documentation to the Union. An Employer request to extend these timelines, in order to complete a proper investigation, shall not be unreasonably withheld by the Union.
- 34.03 An Employee who is to be interviewed with respect to disciplinary action shall be notified twenty-four (24) hours in advance, of the time and place of the interview and shall be entitled to have a Union Steward and/or Union Staff Representative present at the interview. The Employee shall be advised by the Employer of the right to Union representation when scheduling the meeting.
- 34.04 The Employee may sign any written notice of discipline, for the sole purpose of indicating that she is aware of the disciplinary notice.

- 34.05 A Regular Employee absent for three (3) consecutive scheduled work days without good and proper reason and without making reasonable efforts to notify the Employer shall be considered to have vacated her position.
- 34.06 An Employee who has been subject to disciplinary action may, after eighteen (18) months of continuous service [exclusive of any periods of leave of absence in excess of thirty (30) days], from the date the disciplinary measure was invoked, their personnel file shall be deemed cleared of any record of the disciplinary action, provided the Employee's file does not contain any further record of disciplinary action during the eighteen (18) month period, of which the Employee is aware. The Employer shall confirm in writing to the Employee that such action has been effected.
- 34.07 Where disciplinary action is grieved and the grievance is allowed, relevant documentation shall be removed from the Employee's personnel file.
- 34.08 When an Employee is required to hold registration as a condition of employment and an Employee is reported to her licensing body by the Employer, the Employee shall be so advised, and unless otherwise requested, a written copy shall be forwarded to the Union forthwith.

### ARTICLE 35

#### OCCUPATIONAL HEALTH AND SAFETY

- 35.01 The Employer and the Union agree to participate in a safety program and shall establish an Occupational Health and Safety Committee. No procedure, rule, regulation, standard or any other provisions contained in any document limits an individual's rights under the *Occupational Health and Safety Act* and regulations thereto.
- 35.02 The Union will have the right to designate two (2) members of the bargaining unit as members of this Committee. This Committee may include representatives from other Employee groups. The number of Employer representatives on the Committee shall not exceed the number of representatives from the Union and other Employee groups.
- 35.03 The Committee shall meet at least quarterly at a mutually acceptable hour and date. Either the Chair or Vice-Chair may call a special meeting of this Committee to deal with urgent matters. The terms of reference of the Committee will determine the procedure for dealing with such matters.
- 35.04 The Chair of the Committee will be determined in accordance with its terms of reference.



- 35.05 The Parties to this Collective Agreement will cooperate to the fullest extent in the matter of occupational health, safety and injury incident prevention and the Employer agrees to provide safety equipment when required and to install devices where necessary.
- 35.06 The Employees shall assist the Employer and the Union:
- (a) by identifying situations to the Employer and the Union which may be unhealthy or unsafe in respect of the Site(s) and make appropriate recommendations;
  - (b) by notifying the Employer and the Union of an incident causing serious injury;
  - (c) in the development and promotion of measures to protect the health and safety of Employees and to check the effectiveness of such measures.
- 35.07 The Employer will cooperate with Employees by providing:
- (a) access to information pertaining to injury incidents or occupational diseases that occur at the Site(s);
  - (b) ongoing training and in-servicing with respect to occupational health and safety programs.
- 35.08 Employees performing duties as required, shall be informed by management/co-workers of any pertinent and relevant information regarding potential dangerous/health jeopardizing situations, to ensure the safety of the Employee and the client.
- 35.09 Employer policies, plans, and procedures related to Occupational Health and Safety, and the Employer's harassment and working alone policies, shall be reviewed annually by the committee.
- 35.10 Where an Employee requires specific immunization and titre as a result of, or related to the Employee's work, it shall be provided at no cost.
- 35.11 Employees participating on the Occupational Health and Safety Committee shall be compensated at their Basic Rate of Pay and shall be entitled to claim travel expenses in accordance with Article 24: Transportation.

- 35.12 The Occupational Health and Safety Committee shall also consider measures necessary to ensure the security of each Employee on the Employer's premises and may make recommendations to the Employer in that regard. Should the recommendations not be implemented or adequate steps taken towards implementation within two (2) months from the date the recommendation is made, the Committee may direct that the item be referred to the Chief Executive Officer. The Chief Executive Officer shall reply in writing to the Union within thirty (30) calendar days of the presentation by the Committee.

## **ARTICLE 36**

### **GRIEVANCE PROCEDURE**

36.01 **Grievance Definitions**

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

- (a) an individual grievance is a dispute affecting one (1) Employee. Such grievance shall be initiated at Step 1 of the grievance procedure as outlined in Article 36.05 except in cases of suspension or dismissal which will commence at Step 2; or
- (b) a group grievance is a dispute affecting two (2) or more Employees. Such grievance shall be initiated at Step 2 and processed there from in the same manner as an individual grievance as outlined in Article 36.05. A group grievance shall list all Employees affected by the grievance and the results of such grievance shall apply, proportionately if applicable, to all Employees listed on the original grievance; or
- (c) a policy grievance is a dispute between the Parties which, due to its nature, is not properly the subject of an individual or group grievance. Such grievance shall be initiated, in writing, within fifteen (15) days of the date the aggrieved Party first became aware of or reasonably should have become aware of the event leading to the grievance. If the policy grievance is a Union grievance, it shall commence at Step 2. If the policy grievance is an Employer grievance, it shall be directed to the Union President and the President shall render a written reply within five (5) days of receipt. Upon receipt of response or failure to reply, the Employer may advance the grievance to arbitration.

Notwithstanding Article 36.01(a), (b) and (c) and Article 36.05 the Parties may mutually agree to advance the grievance to a subsequent step in the grievance process. In the event any management officers as named in the grievance steps are one and the same, the subsequent steps will be deemed to have been complied with.

36.02 **Authorized Representatives**

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

- (a) An Employee may be assisted and represented by either a Union Steward or a Union Staff Representative when presenting a grievance.
- (b) The Employer agrees that the Union Steward or the Union Staff Representative shall not be hindered, coerced or interfered with in any way in the performance of their functions while investigating disputes and presenting adjustments as provided in this Article. However, no Union Steward shall leave her work without obtaining consent from her supervisor which shall not be unreasonably withheld. The Union Steward shall not suffer any loss of pay for time spent in the performance of her duties involving a grievance provided that the Steward does not leave the Employer's premises.

36.03 **Time Limits**

For the purposes of this Article, periods of time referred to in days shall be deemed such periods of time calculated on consecutive calendar days exclusive of Saturdays, Sundays and named holidays which are specified in Article 25.

36.04 **Mandatory Conditions**

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

- (d) A suspension or dismissal grievance shall commence at Step 2.

36.05

**Steps in the Grievance Procedure**

- (a) Step 1 (Immediate Supervisor)

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

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

If:

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

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

- (c) Step 3 (Chief Executive Officer, or Designate)

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

36.06

**Arbitration**

- (a) Either Party wishing to submit a grievance to arbitration shall, within ten (10) days of the receipt of the decision at Step 3 of the grievance procedure, notify the other Party in writing of its intention to do so and name its appointee to the Arbitration Board, or state its desire to meet to consider the appointment of the single Arbitrator.
- (b) Within seven (7) days after receipt of notification provided for in Article 36.06(a) above, the Party receiving such notice shall:
  - (i) inform the other Party of the name of its appointee to an Arbitration Board; or
  - (ii) arrange to meet with the other Party in an effort to select a single Arbitrator. Where agreement cannot be reached on the principle, and/or selection of a single Arbitrator, an Arbitration Board shall be established.
- (c) Where appointees to a Board have been named by the Parties, they shall within seven (7) days endeavour to select a mutually acceptable Chairperson for the Arbitration Board. If they are unable to agree upon the choice of a Chairperson, application shall be made to the Director of Mediation Services to appoint an Arbitrator pursuant to the provisions of the *Code*.
- (d) After a single Arbitrator has been selected, or the Arbitration Board has been formed in accordance with the above procedure, it shall meet with the Parties within twenty-one (21) days and hear such evidence as the Parties may desire to present, assure a full fair hearing, and shall render the decision, in writing to the Parties within fourteen (14) days after the completion of the hearing.
- (e) In the case of an Arbitration Board, the Chairperson shall have the authority to render the decision with the concurrence of either of the other members, and a decision thus rendered or the decision of the single Arbitrator shall be final and binding on the Parties.
- (f) The Arbitration decision shall be governed by the terms of this Collective Agreement and shall not alter, amend or change the terms of this Collective Agreement.
- (g) Each of the Parties to this Collective Agreement shall bear the expenses of its appointee to an Arbitration Board. The fees and expenses of the Chairperson or single Arbitrator shall be borne equally by the two (2) Parties to the dispute.

- (h) Any of the time limits herein contained in arbitration proceedings may be extended if mutually agreed to in writing by the Parties.

36.07

**Optional Mediation**

The Parties may mutually agree to non-binding mediation:

- (a) At any step in the grievance procedure outlined in Article 36.05, either Party may request that a Mediator be appointed to meet with the Parties, investigate and define the issues in dispute and facilitate a resolution.
- (b) The Mediator shall be appointed by mutual agreement between the Parties.
- (c) The purpose of the Mediator's involvement in the grievance process is to assist the Parties in reaching a resolution of the dispute, and anything said, proposed, generated or prepared for the purpose of trying to achieve a settlement is to be considered privileged and will not be used for any other purpose.
- (d) The expenses of the Mediator shall be equally borne by both Parties.
- (e) The grievance may be resolved by mutual agreement between the Parties.

**ARTICLE 37**

**UNION STEWARDS**

37.01

The Employer agrees to recognize Employees who are elected or appointed as Union Stewards, and recognizes their authority to represent other Employees. A Union Steward may, at the request of an Employee, accompany or represent them at formal investigations, disciplinary meetings or in the processing of a grievance with the Employer. When it becomes necessary for a Union Steward to leave her job for these purposes, she will request time off from her immediate supervisor and provide her with as much advance notice as possible. There will be no loss of regular earnings for time in attendance at these meetings, however, the Employer will not pay for travel time or travel expenses. Arrangements will be made by the supervisor to permit the Union Steward to leave her job as soon as reasonably possible. Such time off shall be granted only upon the approval of the supervisor or authorized alternate, which approval shall not be unreasonably withheld.

37.02

The Union reserves the right to appoint a Union Steward to represent a Local that has no Union Steward.

- 37.03 A list of Union Stewards shall be supplied by the Union to the Employer. The Employer shall be advised in writing of any change to this list. The list shall be updated by the Union annually.
- 37.04 The General Support Staff Employees, shall have the right at any time to the assistance of the Union Stewards and/or the Union Staff Representatives when meeting with the Employer regarding disciplinary matters or changes in the workplace and when processing a grievance.

### **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 matters 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 negotiations. EMAC will not supercede the activities of any committee of the Employer.
  - (d) The Union shall provide the names of up to four (4) representatives and the Employer shall provide the names of up to four (4) representatives to sit on the Employee-Management Advisory Committee.
  - (e) An Employee shall be paid her Basic Rate of Pay, inclusive of travel time, if applicable, for 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**

- 39.01 Where the Employer requires the Employee to wear a specific uniform, it will be furnished and maintained (laundered, altered and repaired) at no cost to the Employee. These remain the property of the Employer and shall not be worn other than on duty. The nature, colour, and style of uniforms and the requirements of each group of Employees in respect thereto shall be determined by the Employer.
- 39.02 Where an Employee supplies her own uniform, the Employee may wear a uniform that is a colour of the Employee's choosing. In such case, the uniform shall be furnished and maintained (laundered, altered and repaired) at the Employee's cost.

## **ARTICLE 39A**

### **PROTECTIVE CLOTHING AND PERSONAL PROTECTIVE EQUIPMENT**

- 39A.01 Protective clothing and safety equipment shall be provided by the Employer as required by the Occupational Health and Safety Act and Regulations thereto, at no cost to the Employee.
- 39A.02 Where the Employer determines that steel-toed safety footwear should be provided, the Employer shall either provide the actual steel-toed safety footwear or reimburse each eligible Employee the cost of such footwear up to a maximum of one hundred and seventy (\$170.00) dollars every two years.

## **ARTICLE 40**

### **RESIGNATION**

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

## **ARTICLE 41**

### **JOB DESCRIPTION**

- 41.01 Copies of job descriptions shall be on hand and shall be available to an Employee upon request.



- 41.02 Upon request, the Employer will provide the Union with a copy of a job description for any classification in the bargaining unit provided that a request for a particular job description is not made more than once in a calendar year, unless there has been a change to the job description.

**ARTICLE 42**

**EMPLOYMENT INSURANCE PREMIUM REDUCTIONS**

- 42.01 The Employee's portion of all monies from Employment Insurance Commission Premium Reductions shall be returned to all eligible Employees as a payroll credit.

## SALARY SCHEDULE

### Occupational Group: 1 - Clerical

<u>Pay Grade</u>	<u>Classification</u>		<u>1</u>	<u>2</u>	<u>3</u>	<u>4</u>	<u>5</u>	<u>6</u>
1.1	Clerk Junior	Current	\$18.76	\$20.52				
		01-Apr-17	\$18.76	\$20.52				
		01-Apr-18	\$18.76	\$20.52				
		01-Apr-19	To Be Determined*					
1.2	Clerk I	Current	\$19.97	\$22.05				
		01-Apr-17	\$19.97	\$22.05				
		01-Apr-18	\$19.97	\$22.05				
		01-Apr-19	To Be Determined*					
1.3	Clerk II	Current	\$20.97	\$23.18				
		01-Apr-17	\$20.97	\$23.18				
		01-Apr-18	\$20.97	\$23.18				
		01-Apr-19	To Be Determined*					
1.4	Clerk III Unit Clerk	Current	\$22.56	\$23.45	\$24.39	\$25.34	\$26.36	\$27.42
		01-Apr-17	\$22.56	\$23.45	\$24.39	\$25.34	\$26.36	\$27.42
		01-Apr-18	\$22.56	\$23.45	\$24.39	\$25.34	\$26.36	\$27.42
		01-Apr-19	To Be Determined*					
1.5	Medical Transcriptionist	Current	\$25.81	\$28.37	\$29.49			
		01-Apr-17	\$25.81	\$28.37	\$29.49			
		01-Apr-18	\$25.81	\$28.37	\$29.49			
		01-Apr-19	To Be Determined*					

### Occupational Group: 2 - Food Services

<u>Pay Grade</u>	<u>Classification</u>		<u>1</u>	<u>2</u>	<u>3</u>	<u>4</u>	<u>5</u>	<u>6</u>
2.1	Food Services Worker	Current	\$18.05	\$19.76	\$21.52			
		01-Apr-17	\$18.05	\$19.76	\$21.52			
		01-Apr-18	\$18.05	\$19.76	\$21.52			
		01-Apr-19	To Be Determined*					
2.2	Cook I	Current	\$22.97	\$25.34				
		01-Apr-17	\$22.97	\$25.34				
		01-Apr-18	\$22.97	\$25.34				
		01-Apr-19	To Be Determined*					

\* As per LHCC Monetary Proposal: Matching wage grid percentage changes to those achieved between Alberta Health Services and AUPE General Support Services, either through negotiations or interest arbitration process as contained in the 2019 Wage Reopener process within the Collective Agreement of the Parties referenced above.

**Occupational Group: 3 – Cleaning**

<b>Pay Grade</b>	<b>Classification</b>		<b><u>1</u></b>	<b><u>2</u></b>	<b><u>3</u></b>	<b><u>4</u></b>	<b><u>5</u></b>	<b><u>6</u></b>
<b>3.1</b>	<b>Cleaning Housekeeping/ Laundry Aide</b>	Current	\$18.05	\$19.76	\$21.52			
		01-Apr-17	\$18.05	\$19.76	\$21.52			
		01-Apr-18	\$18.05	\$19.76	\$21.52			
		01-Apr-19	To Be Determined*					
<b>3.2</b>	<b>Assisted Living Attendant</b>	Current	\$19.71	\$21.52				
		01-Apr-17	\$19.71	\$21.52				
		01-Apr-18	\$19.71	\$21.52				
		01-Apr-19	To Be Determined*					

**Occupational Group: 4 – Medical Support**

<b>Pay Grade</b>	<b>Classification</b>		<b><u>1</u></b>	<b><u>2</u></b>	<b><u>3</u></b>	<b><u>4</u></b>	<b><u>5</u></b>	<b><u>6</u></b>
<b>4.1</b>	<b>Recreation Attendant (without course)</b>	Current	\$18.05	\$19.02	\$19.61	\$20.24	\$20.89	\$21.38
		01-Apr-17	\$18.05	\$19.02	\$19.61	\$20.24	\$20.89	\$21.38
		01-Apr-18	\$18.05	\$19.02	\$19.61	\$20.24	\$20.89	\$21.38
		01-Apr-19	To Be Determined*					
<b>4.2</b>	<b>Recreation Attendant (with Course)</b>	Current	\$18.59	\$19.19	\$19.99	\$20.59	\$21.38	\$22.00
		01-Apr-17	\$18.59	\$19.19	\$19.99	\$20.59	\$21.38	\$22.00
		01-Apr-18	\$18.59	\$19.19	\$19.99	\$20.59	\$21.38	\$22.00
		01-Apr-19	To Be Determined*					
<b>4.3</b>	<b>Surgical Processor</b>	Current	\$22.56	\$23.38	\$24.13	\$24.88	\$25.68	
		01-Apr-17	\$22.56	\$23.38	\$24.13	\$24.88	\$25.68	
		01-Apr-18	\$22.56	\$23.38	\$24.13	\$24.88	\$25.68	
		01-Apr-19	To Be Determined*					
<b>4.4</b>	<b>Senior Surgical Processor</b>	Current	\$23.83	\$24.84	\$25.87	\$26.85	\$27.79	\$28.86
		01-Apr-17	\$23.83	\$24.84	\$25.87	\$26.85	\$27.79	\$28.86
		01-Apr-18	\$23.83	\$24.84	\$25.87	\$26.85	\$27.79	\$28.86
		01-Apr-19	To Be Determined*					
<b>4.5</b>	<b>Recreation Assistant (with course)</b>	Current	\$23.93	\$24.96	\$25.94	\$26.93	\$28.04	\$29.00
		01-Apr-17	\$23.93	\$24.96	\$25.94	\$26.93	\$28.04	\$29.00
		01-Apr-18	\$23.93	\$24.96	\$25.94	\$26.93	\$28.04	\$29.00
		01-Apr-19	To Be Determined*					
<b>4.6</b>	<b>Pharmacy Assistant (without Course)</b>	Current	\$21.62	\$22.42	\$23.23	\$24.02	\$24.83	
		01-Apr-17	\$21.62	\$22.42	\$23.23	\$24.02	\$24.83	
		01-Apr-18	\$21.62	\$22.42	\$23.23	\$24.02	\$24.83	
		01-Apr-19	To Be Determined*					

\* As per LHCC Monetary Proposal: Matching wage grid percentage changes to those achieved between Alberta Health Services and AUPE General Support Services, either through negotiations or interest arbitration process as contained in the 2019 Wage Reopener process within the Collective Agreement of the Parties referenced above.

**Occupational Group: 5 - Maintenance**

<u>Pay Grade</u>	<u>Classification</u>		<u>1</u>	<u>2</u>	<u>3</u>	<u>4</u>	<u>5</u>	<u>6</u>
<b>5.1</b>	<b>Maintenance Worker I</b>	Current	\$21.11	\$23.38				
		01-Apr-17	\$21.11	\$23.38				
		01-Apr-18	\$21.11	\$23.38				
		01-Apr-19	To Be Determined*					
<b>5.2</b>	<b>Maintenance Worker II</b>	Current	\$24.51	\$27.07				
		01-Apr-17	\$24.51	\$27.07				
		01-Apr-18	\$24.51	\$27.07				
		01-Apr-19	To Be Determined*					
<b>5.3</b>	<b>Maintenance Worker III</b>	Current	\$29.58	\$32.47				
		01-Apr-17	\$29.58	\$32.47				
		01-Apr-18	\$29.58	\$32.47				
		01-Apr-19	To Be Determined*					

\* As per LHCC Monetary Proposal: Matching wage grid percentage changes to those achieved between Alberta Health Services and AUPE General Support Services, either through negotiations or interest arbitration process as contained in the 2019 Wage Reopener process within the Collective Agreement of the Parties referenced above.

**LETTER OF UNDERSTANDING #1**

**BETWEEN**

**LAMONT HEALTH CARE CENTRE**

**- and -**

**ALBERTA UNION OF PROVINCIAL EMPLOYEES**

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

2. Mutual agreement to amend FTEs shall not be considered a violation of the posting provisions of Article 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. This Letter of Understanding shall expire on the expiry date of this Collective Agreement or upon the date of ratification of the next Collective Agreement, whichever is later. 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

Aug 28, 2019  
\_\_\_\_\_  
Date

  
\_\_\_\_\_  
On behalf of the Union

Aug 22, 2019  
\_\_\_\_\_  
Date

**LETTER OF UNDERSTANDING #2**

**BETWEEN**

**LAMONT HEALTH CARE CENTRE**

**- and -**

**ALBERTA UNION OF PROVINCIAL EMPLOYEES**

**RE: EMPLOYMENT IN MULTIPLE POSITIONS**

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

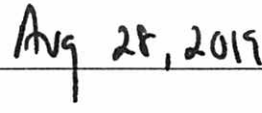
1. An Employee is responsible for notifying her supervisor that she is employed in multiple positions with the Employer.
2.
  - (a) Employees shall not be employed within the bargaining unit in greater than full-time capacity.
  - (b) Notwithstanding the above, an Employee who holds a part-time position(s) may work additional shifts. Each Part-Time position shall be considered separately in determining eligibility for overtime however, Employees working in multiple positions shall be entitled to overtime when the total hours worked exceeds the applicable Full-Time hours in any two (2) week period. Employees holding multiple positions who are offered additional shifts or hours shall advise the Employer prior to accepting the additional work if this will result in overtime payments.
3. Subject to the Employer's operational ability to do so, the Employer agrees to combine the regular hours of work of multiple positions held by an Employee for the purpose of benefit eligibility (supplementary health and dental benefits, disability, life insurance, and pension), vacation, sick leave, named holidays, increments, placement on the Salary Schedule(s) and seniority, provided that the following conditions are met:
  - (a) the total hours of the positions do not exceed full-time employment as defined in this Collective Agreement; and
  - (b) the regular hours of work to be combined are associated with regular part-time positions; and

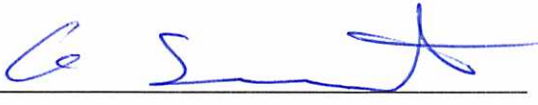
- (c) the positions are in the same classification and certificate and their schedules can be made Collective Agreement-compliant, or the Employer and Employee mutually agree to waive the scheduling provision of Article 14: Hours of Work, in the Collective Agreement.
- 4. Where the regular hours of work of multiple positions cannot be combined in accordance with clause 3 above because they are in different classifications, they may be combined for the purposes of determining benefit eligibility only.
  - 5. An Employee who holds multiple positions would have her salary adjusted to the highest increment level achieved in any of the positions currently held, providing that the positions are the same classification. The time period for any further increment advancement would include any regular hours already worked and not credited towards the next increment level.
  - 6. An Employee who holds multiple positions would have the earliest "seniority date" recognized for the purpose of Article 10: Seniority.
  - 7. Probation and trial periods will apply to each component of the multiple positions. Probation is completed upon the successful completion of the first probationary period, with probation in second and subsequent positions reverting to a trial period within the provisions of the Collective Agreement except that there shall be no obligation on the Employer's behalf to reinstate the Employee in her former position.
  - 8. Layoff and recall provisions shall apply individually to each position.
  - 9. An Employee who holds multiple positions, and who fails to report for work as scheduled due to a conflict in schedules, may be required to relinquish one (1) of the positions.
  - 10. (a) An Employee who accepts multiple positions acknowledges the Employer's requirement to manage shift scheduling based on operational need. If a schedule changes as a result of operational requirements, then an Employee may be required to resign one (1) or more of their positions. Should an Employee be required to resign from a position(s) under these circumstances, she shall be given twenty-eight (28) days notice of such requirement or such lesser time as may be agreed between the Employer and the Union.

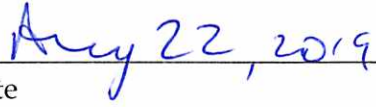


- (b) The Employer reserves the right to deny or terminate multiple position situations based on operational requirements or health and safety factors, subject to all provisions of the Collective Agreement.

  
\_\_\_\_\_  
On behalf of the Employer

  
\_\_\_\_\_  
Date

  
\_\_\_\_\_  
On behalf of the Union

  
\_\_\_\_\_  
Date

**LETTER OF UNDERSTANDING #3**

**BETWEEN**

**LAMONT HEALTH CARE CENTRE**

**- and -**

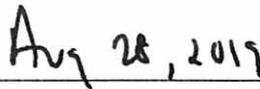
**ALBERTA UNION OF PROVINCIAL EMPLOYEES**

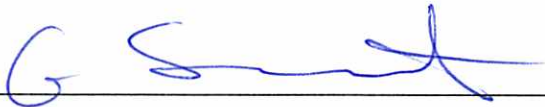
**RE: SEVERANCE**

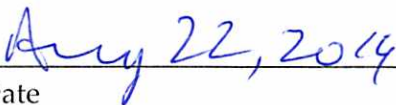
1. Severance will be offered as a result of organizational changes that result in the permanent reduction in the number of Regular Employees in the bargaining unit.
2. The Employer will offer the following severance to eligible Regular Employees, as defined in clause 3 of this Letter of Understanding:
  - (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 her 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

**LETTER OF UNDERSTANDING #4**

**BETWEEN**

**LAMONT HEALTH CARE CENTRE**

**- and -**

**ALBERTA UNION OF PROVINCIAL EMPLOYEES**

**RE: EDUCATION BURSARIES AND RETURN SERVICE AGREEMENTS**

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

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

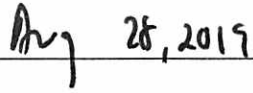
Up to \$4,000 in assistance received	12 months
\$4,001 to \$7,999	18 months
Over \$8,000	24 months


4. The Union agrees that, upon attaining a position identified in #2 above, the return service commitment shall form part of the Collective Agreement as it applies to that Employee.
5. Should the Employee terminate employment with the department before completion of the return for service commitment, the Employee will be required to repay an amount determined as follows:

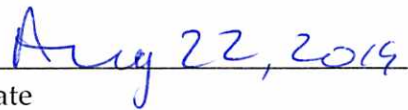
			Number of Months		
Total Amount of	x		<u>Remaining in Commitment</u>	=	Amount to
Bursary Received			Total Months of Commitment		be Repaid

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

**LETTER OF UNDERSTANDING #5**

**BETWEEN**

**LAMONT HEALTH CARE CENTRE**

**- and -**

**ALBERTA UNION OF PROVINCIAL EMPLOYEES**

**RE: FLEXIBLE SPENDING ACCOUNT**

**1. Eligibility**

- (a) A FSA shall be implemented for all regular employees eligible for benefits in accordance with Article 27.
- (b) A Regular Employee who is employed in more than one (1) position with the Employer will receive one (1) FSA based upon the combined total of their fulltime equivalencies (FTE's).

**2. Calculation**

The FSA will be calculated as follows:

- (a) Seven hundred and fifty dollars (\$750) to be allocated to each eligible Full-time Employee and pro-rated for each eligible Part-time Employee based on their FTE as of the last day of the pay period immediately prior to and including December 1st (eligibility date) of each year.

Pending ratification of this Collective Agreement prior to July 1, 2019, an additional one hundred dollars (\$100.00) to be allocated to the Health Spending Account (for the 2019 benefit year only) within sixty (60) calendar days from July 1st, 2019, for each eligible Full-time Employee and prorated for each eligible Part-time Employee based on their FTE on the date of ratification.

**Effective January 1, 2020, 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 the last day of the pay period immediately prior to and including December 1st (eligibility date) of each year.

### 3. **Utilization**

The FSA may be used for the following purposes:

- (a) Reimbursement for expenses associated with professional development including:
  - (i) tuition costs or course registration fees;
  - (ii) travel costs associated with course attendance;
  - (iii) professional journals; and
  - (iv) books or publications.
- (b) Reimbursement for the cost of professional registration or voluntary association fees related to the Employee's discipline.
- (c) Reimbursement for health and dental expenses that are eligible medical expenses in accordance with the *Income Tax Act* and are not covered by the benefit plans specified in Article 27.01(b)(v), (vi) of the Collective Agreement.
- (d) Contribution to a Registered Retirement Savings Plan and/or a Tax-Free Savings account administered by the Employer.
- (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) Personal computing and mobile digital devices:
  - Computers & related hardware
  - Computer repairs & maintenance
  - Electronic storage devices
  - Internet services and internet devices
  - Data storage devices (ipods, etc.)
  - Printers & print cartridges
  - Computer upgrades – ram or software for phone or computer
  - Software
  - Smart phones (including holders or cases)
  - Smart phone repairs & maintenance
  - Smart phone service plans
  - Smart phone peripherals (chargers, cables, etc.)
  - Smart phone applications

(h) Alternative Transportation:

- Bus passes
- Bus tickets

(i) Ergonomic Support

- Ergonomic back support
- Ergonomic wrist support
- Ergonomic foot rest

4. **Allocation**

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

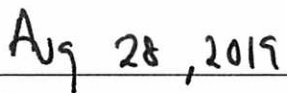
5. **Implementation**


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

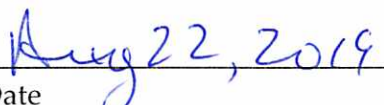


6. An Employee who terminates employment voluntarily and who within the same calendar year of termination commences employment with the same Employer or with another Employer signatory to this Collective Agreement shall have their FSA maintained. It is understood that an Employee is only entitled to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

  
\_\_\_\_\_  
On behalf of the Employer

  
\_\_\_\_\_  
Date

  
\_\_\_\_\_  
On behalf of the Union

  
\_\_\_\_\_  
Date

LETTER OF UNDERSTANDING #6

BETWEEN

LAMONT HEALTH CARE CENTRE

- and -


ALBERTA UNION OF PROVINCIAL EMPLOYEES

RE: PRECEPTOR PAY

1. An Employee assigned by the Employer to act as a Preceptor for students in a post-secondary 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 training program.

  
\_\_\_\_\_  
On behalf of the Employer

Aug 28, 2019  
\_\_\_\_\_  
Date

  
\_\_\_\_\_  
On behalf of the Union

Aug 22, 2019  
\_\_\_\_\_  
Date

LETTER OF UNDERSTANDING #7

BETWEEN

LAMONT HEALTH CARE CENTRE

- and -

ALBERTA UNION OF PROVINCIAL EMPLOYEES

RE: EMPLOYEE BENEFITS

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

1. 100% direct bill coverage for the following Diabetic Supplies:

- (i) blood glucose test strips,
- (ii) lancing devices,
- (iii) lancets, syringes,
- (iv) pen needles,
- (v) urine testing strips; and
- (vi) flash glucose monitoring system.

and

2. 100% direct bill coverage (through a pharmacy) for an insulin pump supplies as follows:

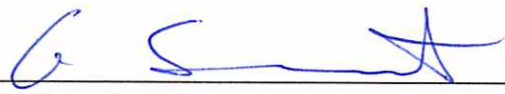
- (i) infusion sets,
- (ii) syringe/reservoirs; and
- (iii) tubing.

and

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

  
\_\_\_\_\_  
On behalf of the Employer

Aug 28, 2015  
\_\_\_\_\_  
Date

  
\_\_\_\_\_  
On behalf of the Union

Aug 22, 2019  
\_\_\_\_\_  
Date

**LETTER OF UNDERSTANDING #A**

**BETWEEN**

**LAMONT HEALTH CARE CENTRE**

**- and -**

**ALBERTA UNION OF PROVINCIAL EMPLOYEES**

**RE: CONTRACTING OUT**

1. 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.
2. 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.
3. 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.
4. The Union shall provide in writing to the Employer possible alternatives to the contracting out initiative.
5. 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.
6. 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.


7. **Dispute Resolution**

- (a) The application of the consultation process in this Letter of Understanding is subject to Article 36: Grievance Procedure.
- (b) The final decision regarding contracting out is not subject to Article 36: Grievance Procedure.

This Letter of Understanding shall expire on the expiry date of this Collective Agreement or upon the date of ratification of the next Collective Agreement, whichever is later.

  
\_\_\_\_\_  
On behalf of the Employer

Aug 28, 2019  
\_\_\_\_\_  
Date

  
\_\_\_\_\_  
On behalf of the Union

Aug 22, 2019  
\_\_\_\_\_  
Date

**LETTER OF UNDERSTANDING #B**

**BETWEEN**

**LAMONT HEALTH CARE CENTRE**

**- and -**

**ALBERTA UNION OF PROVINCIAL EMPLOYEES**

**RE: WORKLOAD APPEAL PROCESS**

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

The Parties recognize the importance of discussions regarding workload. It is agreed that workload concern(s) for discussion represent ongoing, systemic, long-term issues which have continued for a minimum period of sixty (60) calendar days. This does not preclude an Employee from discussing their workload with their direct manager prior to the sixty (60) 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 2, within seven (7) calendar days of the response at Level 2, the Employee shall submit the workload concern(s) in writing to the Chief Executive Officer or Designate of the Employer. The Chief Executive Officer or Designate of the Employer 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.

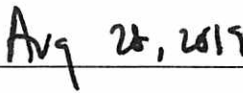
A representative of the Union may assist an Employee or group of Employees during the Workload Appeal Process.

## Dispute Resolution

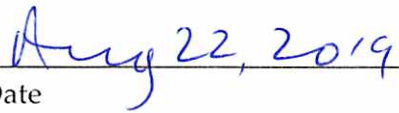
- (a) The application of the processes of this Letter of Understanding is subject to Article 36: Grievance Procedure.
- (b) The final decision regarding the outcome of the Workload Appeal Process is not subject to Article 36: Grievance Procedure.

This Letter of Understanding shall expire on the expiry date of this Collective Agreement or upon the date of ratification of the next Collective Agreement, whichever is later.

  
\_\_\_\_\_  
On behalf of the Employer

  
\_\_\_\_\_  
Date

  
\_\_\_\_\_  
On behalf of the Union

  
\_\_\_\_\_  
Date

LETTER OF UNDERSTANDING #C

BETWEEN

LAMONT HEALTH CARE CENTRE

- and -

ALBERTA UNION OF PROVINCIAL EMPLOYEES

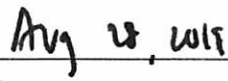
RE: SUPPLEMENTARY HEALTH PLAN IMPROVEMENTS

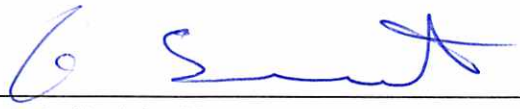
Further to Article 27.01(b), effective January 1, 2020, the coverage provided under the Supplementary Health Plan shall be amended as follows:

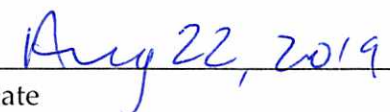
- Increase coverage for Hearing Aids to a maximum of \$500 every 24 months and
- Increase coverage for Chartered Psychologist, Master of Social Work and Certified Addictions/Drug Counsellor to \$50 per visit to a maximum of \$700 per year.

This Letter of Understanding shall expire on the expiry date of this Collective Agreement or upon the date of ratification of the next Collective Agreement, whichever is later.

  
\_\_\_\_\_  
On behalf of the Employer

  
\_\_\_\_\_  
Date

  
\_\_\_\_\_  
On behalf of the Union

  
\_\_\_\_\_  
Date



LETTER OF UNDERSTANDING #D

BETWEEN

LAMONT HEALTH CARE CENTRE

- and -

ALBERTA UNION OF PROVINCIAL EMPLOYEES

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 Employee Management Advisory Committee (EMAC).

In relation to internal gender-based wage equity, the EMAC will:

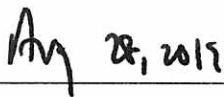
- (a) discuss the current pay structures of identified classifications and reasonable internal comparators in order to assess whether gender-based wage inequity issues may exist;
- (b) explore and discuss options to address mutually identified gender-based wage inequity issues.


**Dispute Resolution:**

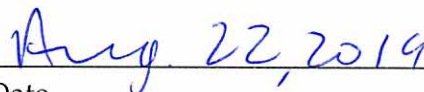
- (a) The application of the processes in this Letter of Understanding is subject to Article 36: Grievance Procedure.
- (b) The outcome of the gender-based wage equity discussions at the EMAC is not subject to Article 36: Grievance Procedure.

This Letter of Understanding shall expire on the expiry date of this Collective Agreement or upon the date of ratification of the next Collective Agreement, whichever is later.

  
\_\_\_\_\_  
On behalf of the Employer

  
\_\_\_\_\_  
Date

  
\_\_\_\_\_  
On behalf of the Union

  
\_\_\_\_\_  
Date

**LETTER OF UNDERSTANDING #E**

**BETWEEN**

**LAMONT HEALTH CARE CENTRE**

**- and -**

**ALBERTA UNION OF PROVINCIAL EMPLOYEES**

**RE: THE JOINT EMPLOYER-UNION EXCLUSIONS REVIEW**

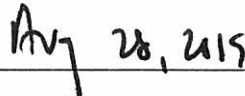
The Parties agree to review current out-of-scope positions to determine if they should be included in the General Services Support Bargaining Unit.

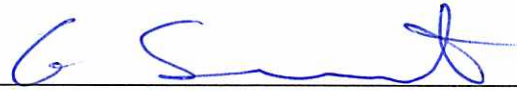
1. One (1) Classification Expert will be appointed by each of the Parties and shall meet within one hundred and twenty (120) days of the date of ratification of this Collective Agreement to review current out-of-scope positions.
2. The Parties agree that this is not collective bargaining, nor is it a substitute for collective bargaining.
3. The review 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. Any out-of-scope positions that have been previously reviewed and determined by the *Labour Relations Board* to be excluded from this bargaining unit, will continue to remain out-of-scope.
5. Where the Employer creates a new out-of-scope position in a pay grade at the Manager level and below:
  - (a) The Employer will share the available position information with the Union, and
  - (b) The Parties will review the position and make recommendations to their respective principals regarding the inclusion or exclusion of the position in the bargaining unit. Such review will be position-based not incumbent-based.
6. 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.

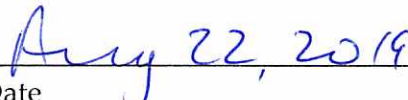
7. This Letter of Understanding is not subject to Article 36: Grievance Procedure.

This Letter of Understanding shall expire on the expiry date of this Collective Agreement or upon the date of ratification of the next Collective Agreement, whichever is later.

  
\_\_\_\_\_  
On behalf of the Employer

  
\_\_\_\_\_  
Date

  
\_\_\_\_\_  
On behalf of the Union

  
\_\_\_\_\_  
Date

**LETTER OF UNDERSTANDING #F**

**BETWEEN**

**LAMONT HEALTH CARE CENTRE**

**- and -**

**ALBERTA UNION OF PROVINCIAL EMPLOYEES**

**RE: EMPLOYMENT SECURITY (OPERATIONAL RESTRUCTURING)**

The following *Letter of Understanding #28 Re: Employment Security (Operational Restructuring)* between Alberta Health Services (AHS) and Alberta Union of Provincial Employees (AUPE) of the General Support Services Collective Agreement, is incorporated for reference. The Parties understand the decision from the April 30, 2019 judicial review to the Alberta Court of Appeal (No. 1803-0117AC), shall be the interpretation of the language of the *Letter of Understanding #28 Re: Employment Security (Operational Restructuring)*.

**LETTER OF UNDERSTANDING #28**

**BETWEEN**

**ALBERTA HEALTH SERVICES**

**- and -**

**ALBERTA UNION OF PROVINCIAL EMPLOYEES**

**RE: EMPLOYMENT SECURITY (OPERATIONAL RESTRUCTURING)**

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

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

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

The Parties agree to the following:

1. That there will be no involuntary loss of employment for employees in General Support Services Bargaining Unit.
2. That Employees will “remain whole”, and where an Employee is faced with an involuntary reduction to pay or FTE any shortfalls will be remedied.
3. To achieve the preceding the Parties recognize that
  - adjustments in the workforce may occur through attrition;

- in addition to Article 16 (Layoff and Recall), all retention options will be explored;
  - the Parties agree to share all relevant information in a timely manner.
4. This Letter of Understanding shall form part of the Collective Agreement and is subject to the grievance and arbitration provisions.
  5. This letter shall expire on March 30, 2020.

  
\_\_\_\_\_  
On behalf of the Employer

Aug 28, 2019  
\_\_\_\_\_  
Date

  
\_\_\_\_\_  
On behalf of the Union

Aug 22, 2019  
\_\_\_\_\_  
Date

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

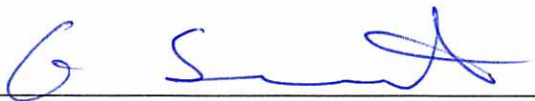
Signed this 22<sup>nd</sup> day of August, 2019.

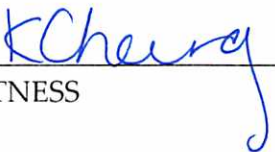
ON BEHALF OF LAMONT HEALTH CARE CENTRE

  
\_\_\_\_\_

  
WITNESS

ON BEHALF OF THE ALBERTA UNION OF PROVINCIAL EMPLOYEES

  
\_\_\_\_\_

  
WITNESS