



Collective Agreement

Between

**Alberta Health Services
and
Lamont Health Care Centre**

and

Alberta Union of Provincial Employees

Expires ~~March 31, 2024~~ _____

General Support Services

AUPE INGOING PROPOSALS

NOTES:

1. This ingoing proposal is made on a without prejudice basis and contains all Articles and Letters of Understanding the union seeks to table for discussion and/or amendment.
2. The positions in this proposal are presented as a package and the union may amend any part of the package and any and all positions upon non-acceptance.
3. All articles and letters of understanding not contained in this package are proposed as current agreement.
4. The union reserves the right to table proposals at any time during bargaining to address matters not known to the union at the time of exchanging initial proposals.
5. The Union proposal is made in an Article per page format for ease of reference.

Bold Denotes proposed new language
~~Strikethrough~~ Denotes proposed deletions

6. In some cases, proposed changes may require consequential amendments elsewhere in the Collective Agreement. In such cases, these consequential amendments are to be included in this proposal though not specifically referenced herein.
7. Where this proposal indicates the desire of the Union to discuss issues directly related to certain articles, letters of understanding, or issues of a more general nature, the Union reserves the right to table proposals at a later date.
8. This proposal is complete except for any errors or omissions.
9. The Union reserves the right to table counter proposals in response to any proposals made by the Employer.

HOUSEKEEPING

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

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

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COLLECTIVE AGREEMENT made this 12th day of September, 2022 XXXX

BETWEEN

ALBERTA HEALTH SERVICES

And

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 AND PURPOSE

WHEREAS the Parties acknowledge that their primary purpose is to provide quality health care, and believe this purpose can be achieved most readily when harmonious relations exist between the Employer and its Employees.

AND WHEREAS the Parties recognize that **respectful and a positive work environment, including safe staffing and a safe and healthy workplace is essential to the retention and recruitment of Employees. The aforementioned attributes** 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 WITNESSETH that the Parties hereto in consideration of the covenants herein contained do agree with each other as follows:

Note: Language in the Collective agreement that is BOLD faced denotes changes from the previous agreement and serves no other purpose.

**THE UNION WISHES TO DISCUSS AND RESERVES THE RIGHT TO PROPOSE
FURTHER AMENDMENTS**

ARTICLE 1
DEFINITIONS

- 1.01 In this Collective Agreement unless the context otherwise requires:
- (a) "Code" means the Alberta Labour Relations Code, amended from time-to-time.
 - (b) "Union" shall mean the Alberta Union of Provincial Employees. In the event of a change of name of the aforementioned Union, the subsequent name shall be recognized.
 - (c) "Employer" shall mean and include such officers as may from time-to-time be appointed, or designated by the Employer, to carry out administrative duties in respect of the operations and management of business.
 - (d) "Local" means Locals of the Alberta Union of Provincial Employees as identified in the Appendix A of this Collective Agreement.
 - (e) "EMAC" means Employee Management Advisory Committee.
 - (f) "Member" means an Employee of Alberta Health Services who is included in this Collective Agreement and who is a member of the Local.
 - (g) "Employee" means any person employed in a job classification covered by this Collective Agreement and whose service is designated as:
 1. "Regular Full-time", an Employee who occupies a permanently established Full-time position and who has successfully completed the specified probationary period; and has since remained continuously employed as a Regular Employee; or
 2. "Regular Part-time", an Employee who occupies a permanently established Part-time position requiring the incumbent to work regularly scheduled hours less than the normal hours specified in Article 20, and who has successfully completed the specified probationary period, and has since remained continuously employed as a Regular Employee. A Part-time Employee will work a minimum of three (3) hours per shift.
 3. "Temporary Employee", an Employee who is hired on a Temporary basis for a Full or Part-time position:
 - (i) for a specific job of more than three (3) months and less than twelve (12) months, or for a specific job or of finite duration of between twelve (12) and twenty-four (24) months, where the funding is external to the Employer, with the Union's consent, such consent not to be unreasonably withheld.

- (ii) to replace a Full-time or Part-time Employee who is on an approved leave of absence or is on a leave due to illness or injury where the Employee on leave has indicated to the Employer that the duration of such leave will be in excess of three (3) months.
4. "Casual Employee" shall mean an Employee who:
- (i) is regularly scheduled for a period of three (3) months or less for a specific job; or
 - (ii) relieves for absences the duration of which is three (3) months or less; or
 - (iii) works on a call-in basis and is not regularly scheduled.
- (h) "Regularly Scheduled" shall mean the scheduling of work in a manner requiring an Employee to be available for the performance of assigned duties on specific days.
 - (i) 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.
 - (j) "Vacation" shall mean annual vacation at the Basic Rate of Pay.
 - (k) "Basic Rate of Pay" shall mean the incremental step in the in the Main Salary Schedule and Addendums A and B Classifications applicable to an Employee in accordance with the terms of this Collective Agreement, exclusive of all premium payments.
 - (l) "Cycle of Shift Schedule" shall be defined as that period of time which is required for a shift schedule to repeat itself or two (2) weeks whichever is greater and shall not exceed fifteen (15) weeks.
 - (m) "Shift" means a daily tour of duty exclusive of overtime hours.
 - (n) "Regular Hours Worked" shall mean those hours worked and paid at the Basic Rate of Pay.
 - (o) "Ad Hoc Position" means a position established on an ad hoc basis whereby the Employer acts as the agent for a funding authority and shall not be included within the scope of this Collective Agreement.
 - (p) "Site" means the buildings as designated by the Employer at or out of which an Employee works.
 - (q) "Union Representative" means a representative from the Union authorized by the Union to act on behalf of an Employee.
 - (r) "General Wage Increase" or "GWI" means the overall general wage increase expressed as a percentage.

- (s) "Cost of Living Adjustment" or "COLA" means an upward, percentage-based GWI applied to and folded into all wage rates and is calculated using the Annualized Average of AB CPI over twelve months.
- (t) The "Annualized Average of AB CPI over twelve months" (AAAB CPI) means the 12-month average index % change reported by Statistics Canada (Table 18-10-0004-01) for Alberta during the twelve months preceding the date the GWI is to take effect.

AMEND

ARTICLE 2

TERM OF COLLECTIVE AGREEMENT

- 2.01 Unless otherwise specified herein, amendments made to this Collective Agreement by Alberta Health Services and the Alberta Union of Provincial Employees, will be in force and effect from the date upon which the Alberta Union of Provincial Employees and Alberta Health Services exchange notice of ratification of the terms of this Collective Agreement, up to and including March 31, ~~2024~~ **2026**, and from year-to-year thereafter unless notice, in writing, is given by either Party to the other Party not less than sixty (60) days nor more than one hundred and twenty (120) days prior to the expiration date of its desire to amend this Collective Agreement.
- 2.02 Where notice is served by either Party under the Code, provisions of this Collective Agreement shall continue until:
- (a) Settlement is agreed upon and a new Collective Agreement ratified.
 - (b) If the settlement is not agreed upon, then this Collective Agreement shall remain in effect until a new Collective Agreement is ratified as provided in the Code.
- 2.03 Any notice required hereunder to be given shall be deemed to have been sufficiently served if personally delivered or mailed in a prepaid registered envelope, or by receipted courier, addressed in the case of the Employer to:
- President and Chief Executive Officer
 Alberta Health Services
 Seventh Street Plaza
 1400 North Tower, 10030 – 107 Street
 EDMONTON AB T5J 3E4
- and
- 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
 Alberta Union of Provincial Employees
 10025 - 182 Street NW
 EDMONTON AB T5S 0P7

- 2.04 An Employee whose employment has terminated prior to the ratification of this Collective Agreement is eligible to receive retroactively any increase in wages, which the Employee would have received but for the termination of employment, upon the submission of a written application to the Employer during the period between the expiry date of the preceding Collective Agreement and sixty (60) calendar days after the ratification of this Collective Agreement.

AMEND

ARTICLE 3 UNION RECOGNITION

- 3.01 The Employer recognizes the Union as the sole bargaining agent for all Employees covered by this Collective Agreement as described in the certificate issued pursuant to the Code and amendments thereto.
- 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 Persons whose jobs are not in the bargaining unit shall not work on a job which is included in the bargaining unit, except for 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 regular 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.
- 3.04 A representative of the Union shall have the right to make a direct presentation of up to forty-five (45) minutes at the orientation of new Employees with respect to the structure of the Local as well as the rights, responsibilities and benefits under the Collective Agreement. A representative of the Employer may be present at such presentation. The Employer shall provide ~~access to an electronic~~ **a paper** copy of the Collective Agreement to each new Employee upon appointment. The Employer shall advise the Central Office of the Union of the schedule and location of available rooms for orientation. In areas where the Employer's orientation for new Employees is conducted online, the Employer shall provide the Union's contact information to the Employees who are participating in the orientation.
- 3.05 (a) Employees shall be permitted to wear a pin or the recognized insignia of the Union, while on duty, however, no pin or lanyard shall be worn in areas where the Employer determines there are safety concerns.
- (b) No such insignia larger than a lapel pin shall be worn while on duty. No Union insignia shall be attached on the Employer's equipment, uniforms, or sites.

- 3.06 (a) For the purposes of this Collective Agreement, the Union will be represented by its properly appointed officers. The Union shall provide the Employer with a current list of the officers' names.
- (b) The Employer shall grant Union Representatives access to its premises for Union business subject to the approval of the Director of Human Resources or Designate.
- 3.07 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 supersede the policies, regulations, guidelines or directives.
- 3.08 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.
- 3.09 Following the signing of the Collective Agreement, each Employee affected shall be provided with a copy by the Employer within seven (7) days of receipt of the copies by the Employer. The Collective Agreement shall be printed in booklet form by the union. The costs of printing shall be shared equally between the parties.**
- 3.10 The Union will exercise its rights in a manner which is professional, fair and reasonable in the circumstances, and in accordance with the Collective Agreement.**

AMEND

ARTICLE 4 MANAGEMENT RIGHTS

- 4.01 The Employer reserves all rights not specifically restricted or abrogated by the provisions of this Collective Agreement.
- 4.02 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, efficiency and to 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;
- (b) 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;
- (c) hire, promote, transfer, layoff and recall Employees;

(d) demote, discipline, suspend or discharge for just cause.

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

CURRENT

ARTICLE 5

UNION MEMBERSHIP AND PAYMENT OF DUES

- 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 The Employer will, as a condition of employment, deduct from the earnings of each Employee covered by this Collective Agreement an amount equal to the dues as determined by the Union.
- 5.03 The Union acknowledges that the deductions of amounts equal to the dues do not constitute membership in the Union, and that membership shall continue to be voluntary.
- 5.04 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 effective date of change.
- 5.05 The Employer agrees to remit to the Central Office of the Union, the amount equal to the dues that have been deducted from the pay of all Employees by the first (1st) working day after the fifteenth (15th) calendar day in the following month. The Employer shall provide the Union with a computerized monthly list identifying each Employee. The list will include:
- (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) site;

- (l) dues deducted;
 - (m) gross earnings;
 - (n) Employees on long-term absence status where applicable. Long-term absence shall mean any absence in excess of six (6) months; and
 - (o) unless already provided, a separate listing of all Casual Employees including the name of the Employee and date of hire.
- 5.06 Where an accounting adjustment is necessary to correct an over or under payment of dues, it shall be effected in the succeeding month.
- 5.07 The Employer shall provide a monthly list of Employees new to the bargaining unit during the previous month, to the Union at one email address to be provided by the Union. Such list shall include the Employee's name, classification, department and employment status. Where existing systems currently allow such list will also include site.
- 5.08 The Employer will record the amount of individual dues or fees deducted on T-4 slips issued for income tax purposes.
- 5.09 For the purposes of conducting a ratification vote, the Employer shall send the Union a list of all current Employees and the mailing address on file within fourteen (14) calendar days of the date when a tentative agreement has been reached by the Parties.

CURRENT

ARTICLE 6

NO DISCRIMINATION/NO HARASSMENT

- 6.01 The Employer, Union and Employees are committed to supporting an abuse and harassment free work environment that promotes a culture of trust, dignity and respect. Harassment includes but is not limited to bullying, sexual harassment and workplace violence.
- 6.02 There shall be no discrimination, restriction or coercion exercised or practiced in respect of any Employee by either Party by reason of age, race, colour, 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.
- 6.03 Clause 6.02 shall not apply with respect to a refusal, limitation, specification or preference based on a bona fide occupational requirement.

- 6.04 The Employer shall maintain current policies to ensure the workplace is free from harassment, abuse and discrimination. The Employer will ensure a current hard copy of the policy will be maintained on each unit/department. Should the Employer change, modify or remove the policy, the Union will be notified forthwith.
- 6.05 When an incident of workplace harassment or discrimination is alleged, it shall be investigated in accordance with the Employer policy and Employees are required to cooperate with the investigation. Investigations will be conducted in an objective, timely and sensitive manner. Investigations will be concluded within ninety (90) days from the date the complaint was submitted to the Employer unless circumstances warrant an extension which the Union will not unreasonably deny.
- 6.06 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.

CURRENT

ARTICLE 7 **UNION STEWARDS**

- 7.01 The Employer agrees to recognize Employees who are assigned as Union Stewards. 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 their job for this purpose they will request time off from their immediate Supervisor who is not within the scope of this Collective Agreement providing them with as much advance notice as possible. Arrangements will be made by the Supervisor to permit the Union Steward to leave their job for this purpose with no loss of regular earnings, as soon as reasonably possible. Such time off shall be granted only upon the approval of the Supervisor or authorized alternate, such approval shall not be unreasonably withheld.
- 7.02 The Local agrees that Union Stewards and Employees alike shall not enter into discussions concerning Union business during working time. The Union reserves the right to assign a Union Steward to represent a work area that has no Union Stewards.
- 7.03 A list of Union Stewards shall be supplied by the Union to the Human Resources Office which shall be advised in writing of any change in this list.
- 7.04 The Local shall have the right at any time to the assistance of Union Staff Members when dealing or negotiating with the Employer and when processing a grievance. Such representatives shall approach members at work only when engaged in such activities and provided they and the Employee have received the approval of the Human Resources Office or immediate Supervisor who is not within the scope of this Collective Agreement. Such approval shall not be unreasonably denied.

CURRENT
ARTICLE 8
GRIEVANCE PROCEDURE

8.01 **Grievance Definitions**

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

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

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

8.02 **Authorized Representatives**

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

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

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

8.03 **Time Limits**

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

8.04 **Mandatory Conditions**

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

8.05 **Steps in the Grievance Procedure**

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

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

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

If:

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

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

(c) Step 3 (Vice President or Chief Executive Officer for Lamont HealthCare Centre; or Designate)

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

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

8.06

Arbitration

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

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

8.07

Optional Mediation

The Parties may mutually agree to non-binding mediation:

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

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

CURRENT

ARTICLE 9

DISCIPLINE, DISMISSAL AND TERMINATION

- 9.01 Disciplinary action by the Employer, including written reprimand, suspension or dismissal, will be taken within fifteen (15) days (excluding Saturday, Sundays and Named Holidays) of the date the Employer first became aware of, or reasonably should have become aware of the occurrence of the act. The Employer will provide a copy of written disciplinary action (including written reprimand, suspension or dismissal) to the Union within five (5) days (excluding Saturday, Sundays and Named Holidays) of the discipline. An Employer request to extend these time lines, in order to complete a proper investigation, shall be by mutual consent in writing by the Parties.
- 9.02 Upon request, the Employer will disclose the particulars of the concern or complaint against the Employee, including the identity of the person(s) bringing the complaint forward if known; unless the Employer believes that there is a significant safety risk to patient(s), public or staff that prevents the disclosure of the identity of the complainant(s). When circumstances permit, the Employer will provide the disclosure in advance of the disciplinary discussion.
- 9.03 After eighteen (18) months of continuous service, exclusive of absences of thirty (30) consecutive days or more from the date the disciplinary measure was invoked, an Employee's official Human Resources file will be deemed cleared of any record of the disciplinary action, providing the Employee's file does not contain any further record of disciplinary action, during that eighteen (18) month period, of which the Employee is aware.
- 9.04
- (a) The Employer agrees that access to an Employee's Human Resources file shall be provided to the Employee, upon written request, once in every year.
 - (b) Upon written request, a grievor shall be permitted to review their Human Resources file in the event of a difference or grievance. They may request a representative of the Union to be present at such time.
 - (c) Upon written request, an Employee shall be given a copy of any documents in such file pertinent to the difference or grievance.
 - (d) Employees may be charged a fee for copies where there is more than one request in a twelve (12) month period.

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

The right of the Employer to:

- (a) interview third parties, or
- (b) take action required to maintain order and protection of property; shall not be restricted.

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

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

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

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

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

AMEND**ARTICLE 10****EMPLOYEE MANAGEMENT ADVISORY COMMITTEE**

- 10.01 The Parties to this Collective Agreement agree to establish Employee-Management Advisory Committee(s) (EMAC) within the sites. Each Committee will consist of a maximum of six (6) persons with equal representation from the Parties.
- 10.02 In a site that has an established mechanism(s) that performs the functions of the EMAC as described in Clause 10.08 and where the mechanism(s) provides for the representation from this bargaining unit then the Employer and the Union Representative may mutually agree to waive Clause 10.01.
- 10.03 The representatives of the Employer on EMAC shall be those persons or alternates employed and designated by the Employer from time-to-time.
- 10.04 The representatives of the Union on EMAC shall be those Employees or Employee alternates designated by the Local from time-to-time.
- 10.05 The Parties mutually agree that the representatives of the Employer and the Union on EMAC should be the persons in authority whose membership should be as constant as reasonably possible with a minimum of alteration or substitution.
- 10.06 The Chair on EMAC shall be the senior representative of the Employer, and the Vice-Chair shall be the senior representative of the Union.
- 10.07 EMAC shall meet at a mutually acceptable hour and date. Either the Chair or the Vice-Chair may mutually call a special meeting to deal with urgent matters.
- 10.08 It is the function of EMAC to consider matters of mutual concern affecting the relationship of the Employer to its Employees and to advise and make recommendations to the Employer and the Union with a view to resolving difficulties and promoting harmonious relations between the Employer and its Employees. Zone matters of mutual concern may be referred to the Joint Task Force.
- 10.09 Either the Employer or the Union may have experts or advisors present at meetings of EMAC to make submissions to or to assist EMAC in the consideration of any specific problem. Each Party shall give the other reasonable advance notice of the anticipated presence of such experts or advisors.
- 10.10 Where an EMAC has not been established within a site, the Union may request a meeting with the designated Human Resources Department to discuss the formation of EMAC(s).
- 10.11 Within thirty (30) days of the request, the Parties will meet to discuss membership and subsequent development of Terms of Reference in accordance with Article 10: Employee Management Advisory Committee.
- 10.12 (a) Every effort will be made by the Parties to schedule this Committee meeting during an appointed Employee's regular working hours; and
(b) In continuous operations, when

- (i) an Employee is not scheduled to work; and
 - (ii) it is not possible to schedule the meetings during a time when the Employee is scheduled to work; and
 - (iii) no alternate attendee is available or appropriate to attend, an Employee who attends a EMAC meeting shall be paid at the ~~basic~~ **applicable** hourly rate of pay.
- 10.13 Time spent in meetings of this Committee (inclusive of travel time) during an Employee's scheduled working hours shall be considered time worked and the Basic Rate of Pay will be paid to such Employees.
- 10.14 Where applicable, an Employee shall be entitled to claim travel time expenses in accordance with Article 38: Transportation and Subsistence.

AMEND

ARTICLE 11 HEALTH AND SAFETY

- 11.01 The Parties to this Collective Agreement will cooperate to the fullest extent in the matter of occupational health, safety and accident prevention. The Employer will require that Employees utilize safety equipment and devices as required by the Occupational Health and Safety Code. Required safety equipment and devices will be provided where necessary by the Employer. The Employer and Employees will take reasonable steps to eliminate, reduce or minimize all workplace safety hazards.
- 11.02 The Employer shall establish a Joint Workplace Health and Safety Committee(s) which shall be composed of representatives of the Employer and at least one (1) Employee representative of the Union and may include representatives of other employee groups. Where practical, the Union shall have two (2) representatives sit on the Committee(s). This Committee shall meet at least once a month.
- 11.03 The number of Employer representatives on the Joint Workplace Health and Safety Committee shall not exceed the number of representatives from the Union and other employee groups. The Joint Workplace Health and Safety Committee will, on an annual basis, discuss and determine the most effective means of chairing meetings.
- 11.04 The ~~Basic~~ **applicable** rate of pay shall be paid to an Employee representative for time spent in attendance at a meeting of this Joint Workplace Health and Safety Committee.
- 11.05 The Employer shall not unreasonably deny Employee representatives of the Joint Workplace Health and Safety Committee(s) access to the workplace to conduct safety inspections.
- 11.06 The Joint Workplace Health and Safety Committee shall consider such matters as occupational health and safety including responsibility for communication and education as required. The Union may make recommendations to the Employer in that regard.

- 11.07 The Joint Workplace Health and Safety Committee shall also consider measures necessary to protect the security of each Employee on the Employer's premises and may make recommendations to the Employer in that regard.
- 11.08
- (a) If an issue arises regarding occupational health or safety, the Employee or Union shall first seek to resolve the issue through discussion with the applicable immediate supervisor in an excluded management position and report the issue in the Employer's Reporting System (e.g. MySafetyNet). If the issue is not resolved satisfactorily, it may then be forwarded, in writing, to the Joint Workplace Health and Safety Committee. The Joint Workplace Health and Safety Committee shall meet within ten (10) days (excluding Saturdays, Sundays and Named Holidays) of receiving a written issue regarding occupational health and safety.
 - (b) Should an issue not be resolved by the Joint Workplace Health and Safety Committee, the issue shall be referred to the Senior Program Officer or designate(s) with accountability for Workplace Health & Safety, who will include the applicable Senior Operations Leader, or designate, as required. A resolution meeting between the Union and the Senior Program Officer, or Designate(s), shall take place within twenty-one (21) calendar days of the issue being referred to the Senior Program Officer. The Senior Program Officer or designate(s) shall reply in writing to the Union within seven (7) days (excluding Saturdays, Sundays and Named Holidays).
 - (c) Should an issue not be resolved by the Senior Program Officer, or Designate(s) the issue shall be referred to the Chief Executive Officer (or Designate). A resolution meeting between the Union and the CEO (or Designate) shall take place within twenty-one (21) calendar days of the issue being referred to the CEO. The CEO (or Designate) shall reply in writing to the Union within seven (7) calendar days (excluding Saturdays, Sundays and Named Holidays).
 - (d) Should the issue remain unresolved following the CEO's (or Designate) written response, the Union may request and shall have the right to present its recommendation(s) to the governing Board. The governing Board shall reply in writing to the Union within twenty-eight (28) calendar days of the presentation by the Union.
- 11.09 Workplace Violence Prevention:
- The Employer shall have in place a Workplace Violence Prevention and Response Policy (that includes harassment and bullying). The Employer shall maintain policies, procedures and resources (*insert hyperlink*) with the objective of addressing and ensuring a safe and respectful workplace free of violence.
- (a) For all incidents of workplace violence involving an Employee and a patient, resident or member of the public the Employee must:
 - (i) report the incident immediately to the manager/medical leader or supervisor; and

- (ii) report the incident through the Employer's Reporting System (e.g. MySafetyNet).

The Employer shall:

- (i) investigate in accordance with Employer policy; and
- (ii) inform Employees affected by the incident of the investigation's findings, including cause(s) and areas for corrective action, subject to applicable privacy legislation/obligations.

Issues unresolved through this process may be submitted to the Joint Workplace Health and Safety Committee as per the process in Clause 11.08.

- (b) All incidents of workplace violence between Employees of Alberta Health Services may be reported either through the Employer's Reporting System (e.g. MySafetyNet) or in accordance with the applicable Employer policy and procedures and shall be investigated in accordance with such policy.
- (c) Employees will be given time during their shift to report an incident through the Employer's Reporting System (e.g. MySafetyNet).
- (d) Employees will have access to online learning with regard to safety reporting requirements (e.g. Required Organizational Learning - Working Safely).

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

11.11 Working Alone

Where an Employee is assigned to work alone, the Employer shall have in place a policy and procedure to support a Working Alone Safety Plan. Employees shall be provided with and required to use the hazard controls specified within the applicable Working Alone Plan.

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

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

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

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

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

CURRENT

ARTICLE 12
BULLETIN BOARDS

- 12.01 The Employer shall provide bulletin boards which shall be placed so that all Employees shall have access to them and upon which the Union shall have the right to post notice of meetings and such other notices as may be of interest to Employees. It is not the intention of the Union to post anything objectionable to the Employer. The Employer reserves the right to require that posted material objectionable to the Employer be removed from bulletin boards.

CURRENT

ARTICLE 13
SUPPLY OF UNIFORMS

- 13.01 (a) The Employer will continue to supply and maintain (launder and repair) without charge such uniforms which the Employer presently requires Employees to wear. Uniforms remain the property of the Employer and shall not be worn other than on duty. The nature, color and style of uniforms and the requirements of each group of Employees in respect thereto shall be determined by the Employer.
- (b) When an Employee requests to supply their own uniform, the nature, colour and style of the uniform shall be determined by the Employer. The Employee request shall not be unreasonably denied.

AMEND

ARTICLE 13A
PROTECTIVE CLOTHING AND PERSONAL PROTECTIVE EQUIPMENT

- 13A.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.
- 13A.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 dollars (\$170.00)~~ **two hundred and fifty dollars (\$250.00)** ~~every two~~ **(2) years each year.**

CURRENT**ARTICLE 14**
PROBATION

- 14.01 Prior to being appointed a Regular Employee, a newly hired Employee shall first serve a probationary period of five hundred and three point seven five (503.75) regular hours worked, exclusive of training. If such an Employee is unsatisfactory in the opinion of the Employer, such Employee may be dismissed or the Employee's employment terminated, in writing, at any time during the probationary period without cause and without notice or pay in lieu of notice except as may be provided by the provisions of the *Alberta Employment Standards Code*. Such dismissal or termination of employment may be subject to the grievance procedure except that it shall not be the subject of Arbitration at Step 4. A decision at Step 3 of the grievance procedure shall be final and binding on the Parties and all interested persons. Employees will be kept advised of their progress during the probationary period. If there are deficiencies during the probationary period, the Employer shall provide written evaluation to the Employee and where possible, provide the Employee an opportunity to correct them, prior to the completion of the probationary period.
- 14.02 If a probationary Employee is promoted or transfers to another classification, they shall be required to commence and serve a new probationary period of five hundred and three point seven five (503.75) regular hours worked.
- 14.03 A Regular Employee's current period of continuous service with the Employer as a Temporary or Casual Employee shall be counted toward the probationary period required in Clause 14.01, if appointed without interruption or break in service to a regular position provided that such service occurs in the same Department and within the same classification as such regular position.
- 14.04 By mutual agreement in writing between the Union and the Employer, the probationary period may be extended up to a maximum of five hundred and three point seven five (503.75) regular hours worked. During the extended period, and if in the opinion of the Employer, the Employee is found to be unsatisfactory, such Employee may be dismissed or their employment terminated, in writing, at any time during the extended period without cause. Such dismissal or termination of employment may be subject to the grievance procedure except that it shall not be the subject of Arbitration at Step 4. A decision at Step 3 of the grievance procedure shall be final and binding on the Parties and on all interested persons. An Employee will be kept advised of their progress during the extension to the probationary period.

AMEND**ARTICLE 15**
SENIORITY

- 15.01 (a) Employees' "seniority date" shall be the date on which a Regular or Temporary Employee's continuous service commenced within the Bargaining Unit, including all periods of continuous service as a Casual, Temporary or Regular Employee.
- (b) Seniority shall not apply during the probationary period; however, once the probationary period has been completed, seniority shall be credited from the seniority date established pursuant to Clause 15.01(a).
- (c) The "seniority date" for Employees previously employed in this Bargaining Unit, where the Employee's seniority was at the time calculated on an hours worked basis, shall be the "seniority date" established by a conversion process under the Alberta Health Services/ Alberta Union of Provincial Employees (General Support Services) Collective Agreement that expired on March 31, 2011.
- 15.02 A Regular Full-time Employee or Regular Part-time Employee who resigns from service within the Bargaining Unit and is subsequently re-employed shall have seniority only from the date of such re-employment.
- 15.03 A Regular Full-time Employee or Regular Part-time Employee who accepts or is working in a position outside the jurisdiction of the Bargaining Unit will not accumulate seniority for this period and will have their seniority date adjusted accordingly upon returning to the Bargaining Unit.
- 15.04 Seniority shall be considered in determining:
- (a) preference of vacation time in Article 28: Vacation by Work area(s), program(s) or site(s), whichever is applicable;
- (b) layoffs and recalls, subject to the provisions specified in Article 16: Layoff and Recall;
- (c) transfers and in filling vacancies within the Bargaining Unit subject to the provisions specified in Article 17: Transfers, Promotions and Vacancies; and
- (d) assignment of available shift schedules in a new master rotation in a work area(s), program(s), or site(s) whichever is applicable, provided that:
- (i) the required skill mix, as determined by the Employer, is achieved; and
- (ii) the Employee has the necessary qualifications, skills and abilities to do the job, or can obtain these within the first five (5) shifts of the new schedule.

When seniority cannot be used as the determining factor for the provisions under 15.04 (d), the Union will be advised.

- 15.05 (a) The Employer will maintain two (2) seniority lists, as follows:**
- (i) a bargaining unit-wide seniority list, to be made available and provided to the union as necessary for the administration of this Collective Agreement;**
 - (ii) a site-specific seniority list, to be posted on the Bulletin Board at the site.**
- 15.056** An up-to-date seniority list shall be sent to the Union at one email address provided by the Union, on a quarterly basis and when any Regular Employee is served notice of layoff. Such list shall include each Employee's classification. Subject to the Employer's ability to do so, the seniority list shall be sent to the Union electronically.

AMEND

ARTICLE 16 LAYOFF AND RECALL

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

Notice of Reduction

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

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

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

- 16.03
- (a) Where there is a reduction in the number of Regular Employee(s) or a reduction of the FTE of Regular Employee(s), the Regular Employee(s) with the least seniority within the same classification, department or program, and home-site shall be the first (1st) Employee(s) laid off.
 - (b) Where there is an increase of the FTE of Regular Employee(s) due to schedule changes, the Regular Employee(s), within the affected classification, affected department or program within the home-site shall be the first (1st) Employees offered increases to their FTE based on seniority, provided they have the qualifications and abilities to perform the work or can meet the requirements for the increase within a training/orientation period of up to the first five (5) shifts. Should the Regular Employee(s) reject the offer, the Employee is deemed to be laid off. Should the Regular Employee(s) accept the offer; the Employee will not be laid off.

Consultation Process

- (a) **At the time of providing written notice of reduction to affected Employee(s), the Employer shall:**
 - (i) **provide an affected Employee with the seniority lists set out in Article 15.05(a); and**
 - (ii) **schedule a consultation meeting between the affected Employee, the Employer and the Union, at which time the Employer shall advise the Employee of their options according to Articles 16.04, 16.06, 16.08, and 16.09. Retention options in Articles 16.04 and 16.06 will be presented provided the Employee has the requisite job-related skills, training, knowledge and other relevant attributes to perform the work required in the retention options.**

- 16.04 A consultation meeting will be arranged by the Employer:
- (a) Between the Employee, an Employer Representative(s), and a Union Representative(s) at which time the Employee will be advised of available vacant positions into which they may be placed with:
 - (i) equal, higher, or lower FTE;
 - (ii) same or lower classification/end rate;
 - (iii) for which they are qualified or meet the requirements of the position within a training/orientation period of up to the first five (5) shifts; and
 - (iv) within a fifty (50) kilometer radius of the Employee's site.

- (b) An Employee eligible to be placed in accordance with Clause 16.04(a) shall have seventy-two (72) hours to advise the Employer of their decision to accept or reject the placement.
- (c) In the event the Employee is placed in accordance with this Clause in a position which has a maximum Basic Rate of Pay less than the rate the Employee was receiving upon the date of layoff, their Basic Rate of Pay shall be maintained in that classification until such time as the Basic Rate of Pay in the lower classification exceeds their current rate of pay.

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

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

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

16.07 An Employee displacing in accordance with Clause 16.06 shall have seventy-two (72) hours to advise the Employer of their decision.

16.08 Severance

- (a) **Severance will be offered as a result of organizational changes that result in the permanent reduction in the number of Regular Employees in the bargaining unit.**
- (b) **Notwithstanding paragraph (a) above, severance shall not be offered where the permanent reduction in the number of Regular Employees in the bargaining unit occurs as a result of:**
 - (i) **a Regular Employee exercising their rights under the Letter of Understanding #4 re: Mutual Agreement to Adjust FTEs.**

- (ii) a Regular Employee's position moving or being moved into a different functional bargaining unit.
- (c) **Severance Amounts**
- (i) A Regular Full-time Employee shall be eligible for severance pay in the amount of four (4) weeks regular pay for each full year of continuous employment to a maximum of eighty (80) weeks' pay.
 - (ii) A Regular Part-time Employee shall be eligible for severance pay in the amount of four (4) weeks regular pay for each full period of one thousand eight hundred thirteen and one-half (1,813 ½) hours worked at the Basic Rate of Pay to a maximum of eighty (80) weeks' pay.
 - (iii) Regular pay shall be defined as regularly scheduled hours of work as at the date on which notice of layoff is issued (which for the purpose of clarity means regularly scheduled hours of work exclusive of overtime hours, call-back hours and additional hours for Part-time Employees) X Basic Rate of Pay (which for the purpose of clarity means Basic Rate of Pay exclusive of overtime payments and premium payments).
 - (iv) For purposes of severance, continuous employment will be calculated from the last date of hire recognized with the Employee's current Employer and shall exclude all absences in excess of thirty (30) days.
- (d) A Regular Employee who accepts severance pay, shall have terminated their employment, with no further rights to recall.
- (e) Severance shall be provided at the request of the Employee as:
- (i) a lump sum;
 - (ii) contribution to an RRSP of the Employee's choice;
 - (iii) any combination of the above; or
 - (iv) other provisions as agreed by the Employer and the Employee.
- (f) The Employer shall make payment for its share of the full premium of the benefits referred to in Article 31 on behalf of the laid off Employee for the duration of:
- (i) the layoff to a maximum of six (6) months premium.
 - (ii) Employees laid off for more than six (6) months 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 31.

- (g) **An Employee who has been terminated for just cause or who has resigned or retired shall not be eligible for severance.**
- (h) **A Regular Employee who receives notice of layoff shall have fourteen (14) calendar days from the date the notice of layoff is issued to advise the Employer, in writing, that the Employee wishes to take the Severance Option. Any Employee who does not advise the Employer, in writing of the Employee's decision to take the severance option shall be deemed to have selected layoff in accordance with Article 16.09 of this Collective Agreement.**
- (i) **Severance pay or notice provided shall be deemed to be inclusive of any and all legislative requirements for termination notice.**

Layoff

- ~~16.0809~~ An Employee choosing not to displace another Employee may accept layoff subject to recall.
- ~~16.0910~~ Employees on full layoff such that the Regular Employee does not hold a regular or temporary position, may elect to maintain coverage of contributory benefit plans specified in Article 31: Prepaid Health Benefits, provided that the Employee makes arrangements prior to the date of layoff to pay the full premium costs. Such arrangements shall continue for a period of twelve (12) months from the date of initial layoff. In the event an Employee works casual shift(s) the Employee shall remain responsible for the payment of the full premium cost. In the event an Employee on full layoff is recalled to a benefit-eligible position, the Employer and the Employee will resume payment of their share of the premiums for applicable benefit plans in accordance with Article 31: Prepaid Health Benefits.

Recall

- ~~16.1011~~ Employees who have been laid off for less than three hundred sixty-five (365) calendar days shall be recalled in order of seniority.
- ~~16.1112~~ Recall shall be to positions:
 - (a) in the Employee's previous or lower classification/end rate provided the Employee possesses the necessary qualifications to perform the work and;
 - (b) with an equal or lower FTE; and
 - (c) within a fifty (50) kilometer radius of the Employee's site
- ~~16.1213~~ The method of recall shall be by telephone or, if such is not possible, by registered letter sent to the Employee's last known place of residence. The Employee so notified will return to work on the date specified or other mutually agreed date. Failure to report on the date specified or mutually agreed date shall constitute a termination of employment by the Employee.

- ~~16.13~~**14** (a) Employees placed into a position within their current classification in accordance with Clauses 16.04, 16.06 or ~~16.11~~**12** shall be subject to a trial period of twenty (20) shifts in which to demonstrate their ability to perform the duties of the new position. During the trial period the Employee may be returned to layoff status for the balance of the initial layoff period.
- (b) Employees placed into a position that is different than their current classification in accordance with Clauses 16.04, 16.06 or ~~16.11~~**12** shall be subject to a trial period of forty (40) shifts in which to demonstrate their ability to perform the duties of the new position. During the trial period the Employee may be returned to layoff status for the balance of the initial layoff period.
- ~~16.14~~**15** Recall rights shall be forfeited if:
- (a) an Employee refuses recall to a position with an equivalent FTE within their pay grade and at the same home site from which the Employee was laid off;
- (b) the Employee accepts a recall and returns to a position in the same pay grade and FTE;
- (c) the Employee applies on a posted position and is successful in accordance with Article 17: Promotions, Transfers and Vacancies.
- (d) three hundred and sixty-five (365) calendar days from the date of the initial layoff have expired.
- ~~16.15~~**16** No new Employees will be hired within a fifty (50) kilometer radius of a site where layoffs occurred while there are laid off Employees from that site who possess the necessary qualifications for the position and are willing to accept it.
- ~~16.16~~**17** Employees on layoff:
- (a) shall indicate in writing on a quarterly basis to the Employer their availability to work casual shifts;
- (b) who refuse casual shifts may do so without adversely impacting their recall rights.
- ~~16.17~~**18** An Employee shall have the right to refuse a recall to a position with a lesser FTE or a lower paid classification than their pre-layoff position without forfeiting their recall rights.
- ~~16.18~~**19** Regular Employees on layoff shall not be deemed to have abandoned recall rights to their pre-layoff FTE positions by accepting temporary positions or positions with a lesser FTE or a lower paid classification.
- ~~16.19~~**20** If a number of Employees are to be affected by a staffing/FTE adjustment, the Employer and Union may mutually agree to an alternate process that minimizes the impact to the affected Employees and the organization.
- ~~16.20~~**21** The Union shall be provided with an up-to-date layoff list on a quarterly basis subject to the Employer's systems capability.

16.2122 In this Article, “pay grade” means “series”; that is the classification contained within each alphanumeric identifier contained in the pay classification appendix.

AMEND

ARTICLE 17

PROMOTIONS, TRANSFERS AND VACANCIES

- 17.01 Where a position has been vacated, it shall be posted within ten (10) calendar days of the Employer becoming aware of the vacancy. All Regular and Temporary vacancies to be filled, which fall within the Bargaining Unit, will be posted electronically for a period of not less than seven (7) full calendar days excluding Named Holidays. A copy of the posting will be provided to the Union. The posting shall contain the following information:
- (a) classification;
 - (b) qualifications;
 - (c) employment status (i.e. regular full-time, regular part-time, temporary, etc.);
 - (d) full-time equivalency;
 - (e) range of rate of pay;
 - (f) if a temporary position, the anticipated duration of the position;
 - (g) for information purposes only, current site(s);
 - (h) for information purposes only, a notice of vacancy shall specify the current number of hours per shift, current shifts per shift cycle and the current shift pattern for the position.
- 17.02 Subject to Clause 17.04, where vacancies are filled, first consideration shall be given to Employees who are already members of the Bargaining Unit.
- 17.03 All applications delivered to the specified Human Resources department during the posting period will be considered. Where there are internal applicants for a posting, the name of the successful applicant shall be communicated to them in writing within seven (7) calendar days of the appointment and provided electronically to the Union.
- 17.04
- (a) In making promotions and transfers, experience, qualifications, requisite job-related skills, abilities, and **knowledge** ~~other relevant attributes~~ applicable to the position shall be the primary consideration. Where these factors are assessed by the Employer to be relatively equal, seniority shall be the deciding factor.
 - (b) Promotions shall only be made in accordance with Clause 17.04(a) or Article 19: Reclassification.

- 17.05 When circumstances require the Employer to fill a vacancy before expiration of the posting period, the appointment shall be made on a temporary basis only, until a regular appointment is made.
- 17.06 An Employee transferred or promoted to a position in the Bargaining Unit shall serve a trial period of up to four hundred and sixty-five (465) hours worked in the new position or to a maximum of six (6) months for Regular Part-time Employees. During the trial period the Employee may either:
- (a) return to their former position at their request; or
 - (b) be returned to their former position;
- but in either circumstance, at the sole discretion of the Employer, the Employee may be assigned to a similar position within the site consistent with their abilities and/or qualifications, which position may not be the specific position or in the specific area occupied prior to the transfer or promotion.
- 17.07 (a) Where a vacancy for a temporary position has been filled by the appointment of a Regular Full-time or Part-time Employee, and where, at the completion of the expected term of the temporary position, the Employer decides that the Employee is no longer required in that position, the Employee shall be reinstated in their former position. If such reinstatement is not possible, the Employee shall be placed in another suitable position. Such reinstatement or placement shall be without loss of seniority and at not less than the same rate of pay to which the Employee would be entitled had the Employee remained in the former position. A Regular Employee who applies for and is successful on a temporary posting shall maintain their status as a Regular Employee.
- Regular Employees who are reinstated or placed in another suitable position will provide the former department as much notice as possible and where possible a minimum of two (2) weeks notice.
- (b) Where a vacancy for a temporary position has been filled by the appointment of a Casual Employee, and, where, at the completion of the expected term of the temporary position, the Employer decides that the Employee is no longer required in that position, the Employee shall be reinstated to casual status and shall resume the normal terms and conditions of employment applicable to a Casual Employee. A Casual Employee who applies for and is successful for a temporary position shall receive all entitlements and benefits applicable to a Temporary Employee during the term of the temporary position.
- 17.08 During the term of a temporary position, the incumbent Employee shall be eligible to apply on postings in accordance with the following:

- (a) Such Employees shall be eligible to apply on postings of vacancies for regular positions pursuant to Article 17: Promotions, Transfers and Vacancies. In the event that such Employee is successful on a posting pursuant to Article 17: Promotions, Transfers and Vacancies, the Employer shall not be required to post any resulting vacancy, if the time remaining for the temporary position is less than three (3) months.
 - (b) Where a vacancy for a temporary position exists, such Employee shall not be eligible to apply, unless the position posted commences after the expiry of the term for which the Employee was hired or within three (3) months of the end of the expiry of the term for which the Employee was hired.
- 17.09 The reinstatement or placement of an Employee in accordance with Clauses 17.06 and 17.07(a) shall not be construed as a violation of the posting provisions of Clause 17.01.
- 17.10 The Employer shall provide to each new Employee a copy of their position description/specifications, within fifteen (15) working days of commencement of employment.
- 17.11 The Parties may mutually agree to waive application of this Article.

AMEND

ARTICLE 18 ACTING INCUMBENTS

- 18.01 An Employee required by the Employer to replace another Employee holding a position within this Bargaining Unit, to which is assigned a higher maximum rate of pay, for a period of ~~two (2)~~ **one (1)** hours or more shall in addition to the Employee's Basic Rate of Pay, be paid a premium which is the equivalent hourly rate of the difference between the Employee's current Basic Rate of Pay and the pay they would receive under Clause 37.04.
- 18.02 An Employee required by the Employer to replace another Employee in a position of greater responsibility outside the scope of the Bargaining Unit for a period of ~~two (2)~~ **one (1)** hours or more shall, in addition to their Basic Rate of Pay, be paid a premium of ~~one dollar and twenty five cents (\$1.25)~~ **five dollars (\$5.00)** per hour.
- 18.03 An Employee required by the Employer to temporarily replace another Employee holding a position within the Bargaining Unit to which is assigned a lower pay grade, except as provided in Clause 37.05, shall not have their Basic Rate of Pay adjusted.

- 18.04 (a) In Facilities, Maintenance and Engineering where there are no Lead Hand classifications or Senior Maintenance Engineers, the Employer may designate Journeyman Trades or Maintenance Worker Employees to assume the temporary responsibilities of Lead Hand or Senior Maintenance Engineers. Employees so designated shall receive, in addition to their regular earnings, a premium of ~~one dollar and twenty-five cents (\$1.25)~~ **five dollars (\$5.00)** per hour worked for the duration of their temporary appointment as Lead Hand. In addition to their normal duties, an Employee designated to be Lead Hand shall be responsible for coordinating the efforts of other Journeyman Trades Employees assigned to work with the Employee to ensure that the work is completed satisfactorily.
- (b) Employees employed in Lead Hand classifications or Employees receiving Acting Incumbency pay for being assigned work in a Lead Hand classification in accordance with Clause 18.01, shall not be eligible for Lead Hand premium.

AMEND

ARTICLE 19 RECLASSIFICATION

- 19.01 Employees holding positions which fall within the Bargaining Unit will be provided with a copy of their Job Description or list of duties upon written request to their immediate Supervisor who is not within the scope of this Collective Agreement.
- 19.02 (a) When the duties of a classification are significantly altered by an action of the Employer, or where a new classification is developed by the Employer, which may fall within the Bargaining Unit, the Employer shall give written notice to the Union of the new or altered classification and the proposed rate of pay for such classification within twenty-one (21) calendar days of the action.
- (b) The Union may contest the proposed rate of pay by sending written notice to the Employer. A notice to contest the rate of pay must be sent to the Employer not later than twenty-one (21) calendar days from the date of the Employer's notice.
- (c) The Parties shall attempt to resolve the rate of pay through negotiations. Should the two (2) Parties fail to reach an agreement through negotiations, the grievance procedure shall apply.
- (d) The proposed rate of pay for the new or altered classification shall remain in effect until such time as it is amended as a result of negotiations or the resolution of the grievance regarding the proposed rate of pay. Such amended rate will be effective from the date of written notice from the Employer to the Union.

19.03 An Employee who believes they are improperly classified due to a substantial change in their job duties may request a classification review by submitting their written rationale for the proposed change in classification and, if applicable any proposed changes to the job description to their immediate Supervisor/ Manager who is not within the scope of this Collective Agreement, with a copy to Human Resources. Requests for a classification review will be dealt with within sixty (60) days of receipt.

An Employee may only request a subsequent review when substantive changes have occurred in the position and/or at least six (6) months have elapsed since the last review.

19.04 The Employer (Human Resources-Job Evaluation) will review the request and render a classification decision based on the current approved job description, job profiles and/or methodology, in effect with the Employer. The Employee will be advised of the classification decision within ninety (90) consecutive calendar days (exclusive of Saturdays, Sundays and Named Holidays) of the date of the request, unless otherwise agreed to between the parties. The review will be based on the position as it was on the date of the request for review.

19.05 An Employee whose position is reclassified to one with a higher Basic Rate of Pay shall be advanced in accordance with Article 37: Salaries.

19.06 An Employee whose position is reclassified to a lower Basic Rate of Pay through no cause of the Employee, shall have their Basic Rate of Pay maintained in that position until such time as the Basic Rate of Pay of the lower classification meets or exceeds their current Basic Rate of Pay.

19.07 Should the Employee feel that they have not received proper consideration in regards to a classification review, they may request that the matter be further reviewed as outlined below.

(a) Classification Appeal Request

When an Employee wishes to have a classification decision further reviewed, the Employee, in consultation with the Union Representative (Classification) shall submit a written request to the Employer (Human Resources-Job Evaluation) within fifteen (15) consecutive calendar days (exclusive of Saturdays, Sundays and Named Holidays) of the time the Employee received written notification of the classification decision.

The written request shall include:

- (i) Rationale/ reason for disagreement with the classification decision (i.e. why the classification decision is not appropriate).
- (ii) Identify an existing appropriate classification level and title within the collective agreement for the position and provide rationale on how the current job duties fit within the proposed classification.
- (iii) Job Description (to include approved duties of position, classification allocation, classification title, working title, and reports to title).

- (iv) Any additional information and/or supporting documentation that is necessary or relevant to evaluate the request.

Upon receipt of the request for appeal and complete information, a representative from the Employer (Human Resources-Job Evaluation) and the Union Representative (Classification) will review all relevant documents from the Employee to determine validity of the appeal within thirty (30) consecutive calendar days (excluding Saturdays, Sundays and Named Holidays). A valid appeal must be submitted within the above stated timeline and include all the aforementioned written request criteria. Note: Compensation is not an appealable factor.

(b) Internal Appeal Process

- (i) Following confirmation of appeal validity, as noted above, the Employer (Human Resources-Job Evaluation) will conduct a further review of the position which may include discussions with the Employee, the Employee's Manager and/or Director and the Union. Following the review, the Employer (Human Resources-Job Evaluation) will provide notification of the classification decision in writing and include a detailed rationale for the decision specifically addressing the reason(s) identified in the appeal request. The response will be provided within sixty (60) consecutive calendar days (excluding Saturdays, Sundays and Named Holidays) following receipt of the appeal.
- (ii) In the event the Employee in consultation with the Union does not agree with the decision, the Union may advance the appeal to the Director, Job Evaluation (or designate), within fifteen (15) consecutive calendar days (excluding Saturday, Sundays and Named Holidays) following the date the decision was communicated in (i) above.
- (iii) The Director, Job Evaluation (or designate) shall meet with the Employer (Human Resources-Job Evaluation) and Union Representative (Classification) within sixty (60) consecutive calendar days (excluding Saturdays, Sundays and Named Holidays) of the appeal being advanced to this level (Internal Appeal). Both Parties shall submit their respective positions in writing to the other Party and to the Appeal Chair no later than ten (10) consecutive calendar days (excluding Saturdays, Sundays, and Named Holidays), prior to the date of the appeal hearing.
- (iv) The decision of the Director, Job Evaluation (or designate), will be communicated to the Employer (Human Resources-Job Evaluation) and the Union Representative (Classification), for distribution to the Employee, within ten (10) consecutive calendar days (excluding Saturdays, Sundays and Named Holidays) of the internal appeal hearing.

- (v) Where a decision from this process results in an increase in pay for the affected Employees, such pay increase will be effective the date the Employee submitted the original request for review.

(c) External Appeal Process

In the event the Employee does not agree to the classification decision by the Director, Job Evaluation (or designate), the Employee may request the Union advance the appeal to be heard by a Third Party (External) Classification Consultant within fifteen (15) consecutive calendar days (excluding Saturdays, Sundays and Named Holidays) of the reply from the Director, Job Evaluation.

The hearing with the Third Party (External) Classification Consultant will be comprised of three (3) members: one (1) member appointed by the Union (Union Representative Classification), one (1) member appointed by the Employer (Human Resources-Job Evaluation), and the Third Party (External) Classification Consultant who shall act as an Appeal Chair.

The Third Party (External) Classification Consultant (Appeal Chair) shall be selected from a standing list of external consultants agreed to by the Parties. The fees and expenses of the Chair shall be shared equally between the Parties.

The appeal hearing will be scheduled for both Parties to present and discuss their rationales and supporting documentation with the attendees at the hearing as identified above. This hearing shall be scheduled within sixty (60) consecutive calendar days (excluding Saturdays, Sundays and Named Holidays) or within such period as may be mutually agreed between the Parties, from the date that the appeal was advanced to the external level.

Both Parties shall submit their respective positions in writing to the other Party and to the Third Party (External) Classification Consultant no later than ten (10) consecutive calendar days (excluding Saturdays, Sundays and Named Holidays) prior to the date of the appeal hearing.

The Third Party (External) Classification Consultant will review the information provided in writing and discussed at the appeal hearing to render a decision within ten (10) consecutive calendar days (excluding Saturdays, Sundays and Named Holidays). Decisions will be based on the Employer's classifications, classification system, current approved job description, job profiles and/or methodology, in effect within Alberta Health Services. Decisions will be final and binding on both Parties and not subject to the grievance procedure.

Where a decision from this process results in an increase in pay for the affected Employees, such pay increase will be effective the date the Employee submitted the request for review.

AMEND

ARTICLE 20
HOURS OF WORK

Regular Full-time Employees

- 20.01 (a) The regular hours of work, exclusive of meal breaks, for Regular Full-time Employees, other than those listed in (b) below shall be seventy-seven and one-half (77 1/2) hours in each period of fourteen (14) calendar days averaged over one (1) complete cycle of the shift schedule and the normal work day, or shift shall be seven and three-quarter (7 3/4) work hours.
- (b) Regular hours of work, inclusive of meal breaks, for Regular Full-time Power Engineers, Control Centre Operators and Maintenance Worker IV's who are scheduled to work a regular eight (8) hour shift in a Power Plant Operation, shall be:
- (i) eight (8) hours per day; and
- (ii) eighty (80) hours in a fourteen (14) calendar day period averaged over one (1) complete cycle of the shift schedule.
- 20.02 ~~Unless otherwise mutually agreed between the Employer and the Employee, The~~ shift schedules for Regular Full-time Employees shall be constructed in a way that provides for:
- (a) not more than two (2) different shift starting times between scheduled days off except where to do so, will result in the reduction of any position FTE(s) in the affected work area(s) or program(s).
- (b) at least two (2) of the scheduled days off to be consecutive in each two (2) week period;
- (c) not more than six (6) consecutive days of work without receiving days off;
- (d) no split shifts; and
- (e) at least two (2) weekends off in a ~~six (6)~~ **four (4)** week period; "weekend" shall mean a Saturday and the following Sunday.
- 20.03 (a) Employees will not have less than fifteen (15) hours off between changes in shifts except in the case of overtime work ~~or as otherwise mutually agreed by the Parties.~~
- (b) Notwithstanding Clause 20.03(a), Employees working in community programs, with evening services shall have at least ten (10) hours off between changes in shifts except in the case of overtime work ~~or as otherwise mutually agreed by the Parties.~~

- (c) Clause 20.03(a) shall not apply where the operational needs of a program or work area makes it necessary to reduce an Employee's rest period in order to meet that operational need. In these circumstances however, an Employee shall have at least twelve (12) hours off between changes in shifts, except in the case of overtime work ~~or as otherwise mutually agreed by the Parties~~. This Clause applies to Employees working in:
- (i) patient clinics in Cancer Care with evening services;
 - (ii) Addiction Services with evening services; or
 - (iii) programs, the operation of which requires staggered start and end times, to the extent of that need, such as:
 - (A) programs where employees rotate through staggered start and end times for health and safety purposes;
 - (B) programs where there are staggered start and end times and there is reduced coverage on weekends and the reduced rest period is necessary for that weekend coverage; and
 - (C) programs where staggered start and end times are in place and Employee schedules provide for twelve (12) hours rest between shifts in order to ensure that Employees maintain their FTEs.

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

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

Regular Part-time Employees

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

- (vii) Notwithstanding Clause 20.06(d)(vi), Employees working in community programs with evening services shall have at least ten (10) hours off between changes in shifts except in the case of overtime work ~~or as otherwise mutually agreed.~~
- (viii) Clause 20.06(d)(vi) shall not apply where the operational needs of a program or work area makes it necessary to reduce an Employee's rest period in order to meet that operational need. In these circumstances however, an Employee shall have at least twelve (12) hours off between changes in shifts, except in the case of overtime work ~~or as otherwise mutually agreed by the Parties.~~ This clause applies to Employees working in:
 - (A) patient clinics in Cancer Care with evening services;
 - (B) Addiction Services with evening services; or
 - (C) programs, the operation of which requires staggered start and end times, to the extent of that need, such as:
 - a) programs where Employees rotate through staggered start and end times for health and safety purposes;
 - b) programs where there are staggered start and end times and there is reduced coverage on weekends and the reduced rest period is necessary for that weekend coverage; and
 - c) programs where staggered start and end times are in place and Employee schedules provide for twelve (12) hours rest between shifts in order to ensure that Employees maintain their FTEs.
- (e) ~~Unless otherwise mutually agreed between the Employer and the Employee,~~ **Shift** schedules for Regular Part-time Employees shall be constructed in a way that provides for:
 - (i) not more than two (2) different shift starting times between scheduled days off except were to do so will result in the reduction of any position FTE(s) in the affected work area(s) or program(s);
 - (ii) at least two (2) of the scheduled days off to be consecutive in each two (2) week period;
 - (iii) not more than six (6) consecutive days of work without receiving days off;
 - (iv) no split shifts; and
 - (v) excepting Employees who are employed specifically for weekend work, Part-time Employees will receive at least two (2) weekends off in a ~~six (6)~~ **four (4)** week period; "weekend" shall mean a Saturday and the following Sunday.

- (f) The Basic Rate of Pay will prevail for additional hours of work assigned to a Regular Part-time Employee beyond their scheduled hours provided:
- (i) the hours worked do not exceed seven and three-quarter (7 3/4) or eight (8) hours as applicable;
 - (ii) the hours worked do not exceed seventy-seven and one-half (77 1/2) or eighty (80) hours as applicable over a period of fourteen (14) calendar days averaged over one (1) complete cycle of the shift schedule;
 - ~~(iii) the Regular Part-time Employee does not work in excess of six (6) consecutive days without days off unless mutually agreed between the Employee and the Employer.~~
- (g) When a Regular Part-time Employee accepts additional hours as per the preceding conditions their schedule shall not be considered to have been changed and therefore Clauses 20.06(d)(vi), (vii) and (viii) and 20.07 do not apply.

Regular Employees

- 20.07 (a) Shift schedules for each department shall be posted in an area accessible to all departmental Employees, not less than twenty-eight (28) calendar days in advance. Where a change is made in the Employee's schedule with less than ~~seven (7)~~ **twenty-eight (28)** calendar days **notice**, the Employee shall be paid at two times (2X) for all hours worked on the first (1st) shift of the changed schedule, unless requested by the Employee and agreed to by the Employer.
- (b) Except in cases of emergency, if in the course of a posted schedule, the Employer changes the Employee's scheduled start time and/or end time with less than forty-eight (48) hours notice, the Employee shall be paid at ~~two (2X)~~ **three times (3X)** their Basic Rate of Pay for all hours worked outside of the originally scheduled hours.
- (c) Failure to provide at least fifteen (15) hours rest between regularly scheduled shifts when the shift schedule is changed, shall result in a premium payment at the overtime rate for any hours worked during such normal rest period.
- (d) Notwithstanding Clause 20.07(c) above, failure to provide at least ten (10) hours rest between shifts when the regularly scheduled shift schedule is changed for Employees working in community programs with evening service, shall result in a premium payment at the overtime rate for any hours worked during such normal rest period.
- (e) Notwithstanding Clause 20.07(c) above, failure to provide at least twelve (12) hours rest between shifts when the regularly scheduled shift schedule is changed for Employees to whom Clauses 20.03(c) and 20.06(d)(viii) apply shall result in a premium payment at the overtime rate for any hours worked during such normal rest period.

- (f) When an Employee is required by the Employer to attend a meeting or in-service outside of their scheduled work hours, the Employee will be compensated for time spent in the meeting or in-service at the applicable rate of pay.
- (g) When an Employee is required by the Employer to attend training outside of their scheduled work hours, the Employee will be compensated for time spent in the training and travel at their ~~basic~~ **applicable** rate of pay.

20.08 Employees may exchange shifts amongst themselves provided that:

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

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

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

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

CONSEQUENTIAL AMENDMENTS AS REQUIRED

ARTICLE 21

EXTENDED HOURS OF WORK

- 21.01 The Parties may implement an extended system of hours of work by mutual agreement in writing between the Employer and the Union. If either Party wishes to terminate such an agreement, thirty (30) calendar days written notice shall be provided to the other Party prior to such change being effective. The Employer and the Union acknowledge and confirm that with the exception of the specific terms and conditions provided within this Article, when the extended hours of work are implemented, all other Articles in this Collective Agreement shall remain in full force and effect.
- 21.02
- (a) Employees working extended hours of work will have benefits and entitlements which are expressed in terms of daily or weekly entitlement converted to produce the equivalent hours of benefits and entitlements as they would have had if the hours of work had not been extended. This will result in no loss or gain in Employee benefits and entitlements.

- (b) Regular hours of work for Full-time Employees, exclusive of meal breaks, shall:
 - (i) not be greater than twelve (12) hours per shift, and shall be equivalent to thirty-eight and three-quarter ($38 \frac{3}{4}$) hours per week averaged over one (1) complete cycle of the shift schedule and two thousand twenty-two and three-quarter (2,022.75) hours per year; or
 - (ii) not be greater than twelve (12) hours per shift, and shall be equivalent to forty (40) hours per week averaged over one (1) complete cycle of the shift schedule and two thousand eighty-eight (2,088) hours per year.
- (c) Regular hours of work, inclusive of meal breaks, for Regular Full-time Power Engineers, Control Centre Operators and Maintenance Worker IV's in a Power Plant Operation shall be eighty (80) hours averaged over one (1) complete cycle of the shift schedule and two thousand eighty-eight (2,088) hours per year as determined by the Employer.
- (d) Regular hours of work for Part-time Employees, exclusive of meal breaks, shall not be greater than twelve (12) hours per shift, and shall be less than the hours in Clause 21.02(b).
- (e) Notwithstanding (d) above, hours of work inclusive of meal breaks for Regular Part-time Power Engineers, Control Centre Operators and Maintenance Worker IV's in a Power Plant Operation shall not be greater than twelve (12) hours per shift, and shall be less than the hours specified in Clause 21.02(c).
- (f) Employees shall not be scheduled to work more than four (4) consecutive shifts of eleven (11) hours or greater, or five (5) consecutive shifts of less than eleven (11) hours except by mutual agreement between the Employee and the Employer.
- (g)
 - (i) Regular Full-time Employees working shifts pursuant to Clause 21.02(f) who are required to rotate shifts, shall be assigned day duty one-half ($1/2$) of the time during the shift cycle, provided that in the event of an emergency or where unusual circumstances arise, an Employee may be assigned such shifts as may be necessary.
 - (ii) For the purpose of adopting Clause 21.02(g)(i) above, a Regular Full-time Employee will be deemed to be working day duty for those periods of time absent on vacation and Named Holidays, sick leave, bereavement leave or any other leave pursuant to this Collective Agreement.
- (h) Regular hours of work shall be deemed to:
 - (i) Include a fifteen (15) minute rest period for each four (4) hours of work, two (2) rest periods of which may be combined by mutual agreement between the Employer and the Employee.

- (ii) For Employees other than those listed in Clause 21.02(c) and (e), exclude a meal period of not less than thirty (30) minutes to be scheduled by the Employer for each period of five (5) hours of work. In making this determination the Employer will consider the preference of the Employee as to the scheduling of this meal period.
- (iii) Meal periods shall not be scheduled in the first two (2) or the last two (2) hours of the shift except by mutual agreement between the Employer and the Employee.
- (i) Regular Employees may exchange shifts amongst themselves provided that:
 - (i) the exchange is agreed to in writing between the affected Employees; and
 - (ii) prior approval of such an exchange has been given by the Employees' immediate supervisor.

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

- (j) (i) The applicable shift differential premium shall be paid to an Employee for each regularly scheduled hour worked between fifteen hundred (1500) hours and zero seven hundred (0700) hours provided that greater than two (2) hours are worked during this period.
- (ii) Employees working extended hours of work to earn days off will not be entitled to receive shift differential premium under this Article.
- (k) Sick leave will be accumulated in accordance with Article 29: Sick Leave, and will be paid, where the Employee is eligible for such payment, at the Basic Rate of Pay when granted within the scheduled extended hours of work.
- (l) Bereavement leave or any other paid leave of absence, granted within the scheduled extended hours, will be at the Employee's Basic Rate of Pay for those approved hours for which the Employee is eligible.
- (m) For the purpose of adopting extended hours of work, Clauses 20.02, 20.03, and 20.07(c), (d), and (e) shall not apply.
- (n) A Regular Full-time Employee covered by this Article shall be entitled to the ~~eleven (11)~~ **twelve (12)** Named Holidays and ~~two (2)~~ **"Floater Recognition"** holidays as specified in Article 27: Named Holidays, and shall be paid for these holidays at their Basic Rate of Pay when granted within the scheduled extended hours to a total of ninety-three (93) and ninety-six (96) hours per annum ~~dependent~~ **dependent** on the Employees' regular hours of work.

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

- (i) one regular day's pay; or
- (ii) a mutually agreeable day off with pay within sixty (60) calendar days either before or after the holiday; or
- (iii) by mutual agreement, a day added to the Employee's next annual vacation.

(o) A Full-time Employee who works on Christmas Day and/or on the August Civic Day, shall be paid for all hours worked on the Named Holiday at two times (2X) the Basic Rate of Pay, plus:

- (i) one (1) regular day's pay; or
- (ii) a mutually agreeable day off with pay within sixty (60) calendar days either before or after the holiday; or
- (iii) by mutual agreement, a day added to the Employee's next annual vacation.

(p) A Regular Employee covered by this Article shall be entitled to the hours of earned vacation in accordance with Article 28: Vacation, and shall be paid for earned vacation at their Basic Rate of Pay for the scheduled extended hours that the Employee would have worked had they not been on vacation.

(q) A Regular Full-time Employee shall be paid overtime for:

- (i) time worked in excess of the scheduled extended hours of work; or
- (ii) time worked when an Employee is called back to duty beyond the Employee's normal working hours pursuant to Article 24: Call Back; or
- (iii) time worked on an Employee's scheduled day(s) off, however, this shall not apply if a scheduled day off is changed by giving not less than seven (7) calendar days notice.

(r) Regular Part-time Employees shall be paid overtime for:

- (i) any time worked in excess of the scheduled extended hours of work one (1) day; or
- (ii) any time worked when the total of hours worked exceeds the weekly hours outlined in Clause 21.02(c) averaged over one (1) complete cycle of the shift schedule.

- (s) Where an Employee works overtime on a Named Holiday, the Named Holiday pay as outlined in Clause 21.02(n)(i), (ii) and (iii) shall not apply for overtime hours worked. Pay for overtime hours worked on a Named Holiday (except August Civic Holiday and Christmas Day) shall be paid at a rate of two and one-half times (2 1/2X) the applicable Basic Rate of Pay. Pay for overtime hours worked on August Civic Holiday and/or Christmas Day shall be paid at three times (3X) applicable Basic Rate of Pay.
- (t) In implementing these Extended Hours of Work, the Employer and the Union may vary the terms of this Article through mutual agreement in writing.
- (u) **Amend Article 32.06 (a) – (e) to read:**

Personal Leave

- (a) **Benefit eligible Regular Employees shall be entitled to Personal Leave days each year, from April 1st through March 31st. Employees shall request such days as far in advance as possible. These days are for the purpose of attending to personal matters and family responsibilities, including, but not limited to attending appointments with family members and illness in the Employee's immediate family. Requests for Personal Leave shall not be unreasonably denied, subject to operational requirements.**
- (b) **The number of Personal Leave days are determined by the FTE as of April 1 of each year.**
 - (i) **Full-time and Part-time Employees greater than zero point eight (0.80) FTE shall be entitled to an amount equal to ~~three (3)~~ six (6) scheduled days each;**
 - (ii) **Part-time Employees between zero point six (0.60) and zero point eight (0.80) FTE shall be entitled to an amount equal to ~~two (2)~~ four (4) scheduled days each;**
 - (iii) **Part-time Employees between zero point three eight (0.38) and zero point five nine (0.59) FTE shall be entitled to an amount equal to ~~one (1)~~ two (2) scheduled days each;**
- (c) **Personal Leave days are granted ~~per incident as a full day~~ in hourly increments.**
- (d) **Any Personal Leave days not used by March 31st of each year shall not be carried over or paid out on termination of employment unless the Employee has requested a Personal Leave day during the year and approval was denied. In that case, the Personal Leave day shall be carried over into the next year.**

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

AMEND

ARTICLE 22 OVERTIME

- 22.01 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.
- 22.02 Time off in lieu of overtime worked shall ~~only~~ be granted if requested by the Employee ~~and approved by the Employer~~. Employees shall not be required to layoff during a regular shift to equalize any overtime worked previously.
- 22.03 Overtime shall be shared as equally as possible among Employees who perform the work involved.
- 22.04 Except in the case of unforeseen circumstances, when overtime work is scheduled the Employee affected shall be given at least four (4) hours notice.
- 22.05 An Employee who normally travels from work to their place of residence by means other than their own vehicle following completion of their regular 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 reasonable and substantiated cost of alternate transportation from the place of employment to their residence.
- 22.06 Where an Employee is authorized to work a full seven and three-quarter (7 3/4) hours overtime assignment, the provisions of Clause 20.05 shall apply as though it were a regular shift.
- ~~22.07 Where time off in lieu of overtime is granted in accordance with Clause 22.02, the overtime worked shall be banked at two times (2X) their Basic Rate of Pay. Lieu time banked shall not exceed thirty-eight point seven five (38.75) hours at any given time.~~
- 22.08 Time off in lieu of overtime not taken by the last pay period end date in March in any given year shall be paid out unless otherwise mutually agreed.
- 22.09 ~~An Employee who is eligible for overtime and who works a double shift (continuous) provided with access to a meal during the second (2nd) shift at no cost.~~
- Following working a Shift, an Employee who then works in excess of three (3) hours overtime shall be reimbursed twenty-five dollars (\$25.00) for meals and snacks.**

- 22.10 A Regular Full-time Employee who works overtime shall be paid at the rate of two times (~~2.X~~) their Basic Rate of Pay for all overtime. Overtime is defined as:
- (a) time worked in excess of seven and three-quarter (7 3/4) hours per day; or
 - (b) time worked in excess of eight (8) hours per day for Power Engineers and Plant Operators or Maintenance Worker IV's; or
 - (c) for Employees working a modified work day, time worked in excess of the daily hours for the non-standard work day; or
 - (d) time worked when an Employee is called back to duty beyond the Employee's normal working hours, pursuant to Article 24: Call Back; or
 - (e) time worked on an Employee's scheduled day(s) off. Article 24: Call Back shall not apply if the scheduled day(s) off are changed by giving not less than seven (7) calendar days notice.

- 22.10 Where an Employee works overtime on a Named Holiday, the Named Holiday pay as outlined in Clause 27.03 shall not apply for overtime hours worked. Pay for overtime hours worked on a Named Holiday shall be paid as follows:
- (a) for all overtime hours worked on a Named Holiday at **three point five times (3.5X) two point five times (2.5X)** the applicable Basic Rate of Pay; or
 - (b) for all overtime hours worked on August Civic Holiday and Christmas Day at ~~three (3X)~~ **four point five times (4.5X)** the applicable Basic Rate of Pay.

Regular Part-time Employees

- 22.11 Regular Part-time Employees shall be paid overtime rates as provided in Clause 22.10 for:
- (a) any time worked in excess of seven and three-quarter (7 3/4) hours during any one (1) day; or
 - (b) any time worked in excess of eight (8) hours per day for Power Engineers, Plant Operators or Maintenance Worker IV's who are scheduled to work a regular eight (8) hour shift in a Power Plant Operation; or
 - (c) any time worked in excess of the daily hours for Employees who are scheduled to work a modified hours work day; or
 - (d) any time worked in excess of the total hours of work assigned to a full-time position in each consecutive and non-inclusive fourteen (14) calendar day period [i.e. seventy-seven point five (77.5) hours or eighty (80) hours] averaged over one (1) complete cycle of the shift schedule.
- 22.12 Where an Employee works overtime on a Named Holiday, the Named Holiday pay as outlined in Clause 27.03 shall not apply for overtime hours worked. Pay for overtime hours worked on a Named Holiday shall be paid as follows:
- (a) for all overtime hours worked on a Named Holiday at **three point five times (3.5X) two point five times (2.5X)** the applicable Basic Rate of Pay; or

- (b) for all overtime hours worked on August Civic Holiday and Christmas Day at ~~three (3X)~~ **four point five** times (**4.5X**) the applicable Basic Rate of Pay.

AMEND

ARTICLE 23
ON-CALL DUTY

- 23.01 The term "On-Call Duty" shall be deemed to mean any period during which an Employee must be available to respond without undue delay to any request to return to duty. Employees required by the Employer to be on "On-Call Duty" shall receive:
- (a) ~~three dollars and thirty cents (\$3.30)~~ **fifteen dollars (\$15.00)** per hour of assigned on-call on any regularly scheduled working day; or
- (b) ~~four dollars and fifty cents (\$4.50)~~ **twenty-two dollars and fifty cents (\$22.50)** per hour of assigned on-call on any regular day off or Named Holiday.

AMEND

ARTICLE 24
CALL BACK

- 24.01 (a) When a Regular Full-time Employee is called back to work outside of scheduled working hours, they shall be paid for all time worked at overtime rates or a minimum of ~~two (2)~~ **four (4)** hours at overtime rates, whichever is the greater.
- (b) A Regular Part-time Employee who has completed a shift and is called back and required to return to work outside the Regular Part-time Employee's regular hours, shall be paid for the call at overtime rates or a minimum of ~~two (2)~~ **four (4)** hours at overtime rates, whichever is greater.
- (c) Such Employee shall be reimbursed for a round trip between their place of employment and their home at the ~~Government of Alberta~~ **maximum non-taxable rate set by Revenue Canada per kilometer.**
rates per kilometer.
- (d) A subsequent call within ~~two (2)~~ **one (1)** hours of the original call shall be considered one (1) call for the purpose of determining minimum call-back pay.
- 24.02 An Employee who is called back to work on a Named Holiday in accordance with Clause 24.01, shall receive ~~two and one half times (2 1/2X)~~ **three times** their Basic Rate of Pay for the actual hours worked or a minimum of ~~two (2)~~ **four (4)** hours whichever is greater.

- 24.03 When a call-back forms a continuous period with the Employee's normal working hours, overtime rates shall apply only to those hours worked before the commencement of the regularly scheduled shift and the normal working hours shall not be reduced as a result of such call-back except by mutual consent.
- 24.04 Where an Employee works more than six (6) hours on a call-back pursuant to this Article, and there is not a minimum of ~~six (6)~~ **ten (10)** hours off duty in the twelve (12) hours preceding the Employee's next shift, at the Employee's request, the Employee shall be entitled to ~~eight (8)~~ **ten (10)** consecutive hours of rest before commencing their next shift, without loss of regular earnings.
- 24.05 When an Employee is consulted by telephone or electronic method and has been:
- (a) assigned to on-call duty and authorized by the Employer to handle job-related matters without returning to the work place; or
 - (b) designated by the Employer to handle job-related matters without returning to the work place.

The Employee shall be paid at ~~the applicable overtime~~ rates for the ~~total accumulated~~ time spent on **each** 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~~ **The Employee shall be compensated at the applicable overtime rates of pay for a minimum of thirty (30) minutes for each telephone call or electronic consultation.**

AMEND

ARTICLE 25 REPORTING PAY

- 25.01 In the event that an Employee reports for work as scheduled and is requested by the Employer to leave prior to the completion of the scheduled shift,:
- (a) the Employee shall be compensated at their ~~Basic Rate of Pay~~ **applicable rate of pay** for the inconvenience by a payment equivalent to four (4) hours; ~~(inclusive of hours worked), or for the hours actually worked, whichever is greater.~~
 - (b) **and fewer than four (4) hours remain in the scheduled Shift, the Employee shall be paid for the remaining hours of the scheduled Shift at the Employee's applicable rate of pay, exclusive of Shift differential and weekend premium payments. This does not apply in situations where the start time of the scheduled Shift has been changed.**
 - ~~(b)~~(c) Such Employee shall be reimbursed for a round trip between their place of employment and their home at the ~~Government of Alberta~~ **maximum non-taxable rate set by Revenue Canada per kilometer** ~~rates per kilometer~~ or taxi fare upon production of a receipt.

AMEND**ARTICLE 26****SHIFT AND WEEKEND DIFFERENTIAL****26.01 Evening Shift Differential**

A shift premium of ~~two dollars and seventy five cents (\$2.75)~~ **five dollars (\$5.00)** per hour shall be paid:

- (a) to Employees working a shift where ~~the majority~~ **one (1) hour** 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 are~~ **one (1) hour is** 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.

26.02 Night Shift Differential

26.03 A shift differential of ~~five dollars (\$5.00)~~ **ten (\$10.00)** per hour shall be paid:

- (a) to Employees working a shift where ~~the majority~~ **one (1) hour** 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~~ **one (1) hour is** 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.

26.04 Weekend Premium

A weekend premium of ~~three dollars and twenty five cents (\$3.25)~~ **eight dollars (\$8.00)** per hour shall be paid:

- (a) to Employees working a shift wherein ~~the majority~~ **one (1) hour** 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~~ **one (1) hour is** 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.
- 26.05 All premiums and differentials payable under this Article shall not be considered as part of the Employee's Basic Rate of Pay.
- 26.06 Where applicable, an Employee shall be eligible to receive both shift differential and weekend premium.

AMEND

ARTICLE 27 NAMED HOLIDAYS

Regular Full-time Employees

- 27.01 (a) The following are considered Named Holidays:
- | | |
|--------------------|--|
| New Year's Day | Labour Day |
| Alberta Family Day | Thanksgiving Day |
| Good Friday | Remembrance Day |
| Victoria Day | Christmas Day |
| Canada Day | Boxing Day |
| August Civic Day | National Truth and Reconciliation Day |
- and all general holidays proclaimed by the municipality or the Government of Alberta or Canada.
- (b) In addition to the foregoing "Named Holidays", Employees who are in the employ of the Employer on April 1st of each contract year, shall be granted an additional "floater" holiday in that contract year. ~~The "floater" holiday shall be taken at a time to be mutually agreed upon by the Employer and the Employee. If the holiday is not taken by the last pay period end date in March in the following year, it shall be paid out.~~ **two (2) "Recognition" Days. These days shall be selected by the Employee, who will give the Employer at least 30 days' notice after which they will be treated in the same manner as other Named Holidays.**
- (c) If the Employer designates a common date for the day off with pay in lieu of a Named Holiday for a site(s) or program(s) which falls on a Saturday or Sunday, such common date shall be designated by way of notice posted in the site(s) or program(s) at least six (6) months prior to the occurrence of the Named Holiday.

- 27.02 To qualify for a Named Holiday with pay the Employee must:
- (a) work their scheduled shift immediately prior to and immediately following the holiday except where the Employee is absent due to illness or other reasons acceptable to the Employer; and
 - (b) work on the Named Holiday when scheduled or required to do so.
- 27.03 (a) An Employee obliged in the course of duty to work on a Named Holiday shall be paid for all hours worked on the Named Holiday at ~~one and one-half~~ **two times** (~~1-1/2X2X~~) their Basic Rate of Pay plus:
- (i) one (1) regular days pay; or
 - (ii) a mutually agreeable day off with pay within thirty (30) days either before or after the holiday; or
 - (iii) by mutual agreement, a day added to their next annual vacation.
- (b) Employees obliged to work on Christmas Day and/or August Civic Day shall be paid for all hours worked on the Named Holiday at ~~two~~ **three times** (~~2X~~) the Basic Rate of Pay plus:
- (i) an alternate day off at a mutually agreed time; or
 - (ii) by mutual agreement, a day added to the Employee's next annual vacation; or
 - (iii) 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.
- 27.04 Should a Named Holiday fall during an Employee's vacation period, the Employee shall be allowed an extra day for such Named Holiday. Where the extra day off cannot be scheduled in connection with their vacation or within thirty (30) calendar days of return to duty, the Employee shall be given one (1) days pay at their Basic Rate of Pay in lieu of the Named Holiday.
- 27.05 If a date is not designated pursuant to Clause 27.01(c) and subject to Clause 27.02, when a Named Holiday falls on a day that would otherwise be an Employee's regularly scheduled day off, the Employee shall receive an alternate day off. Where such alternate day off cannot be arranged within thirty (30) calendar days of the Named Holiday, the Employee shall receive one (1) days pay at their Basic Rate of Pay in lieu of the Named Holiday.
- 27.06 Notwithstanding Clauses 27.03(a), 27.04 and 27.05, time off in lieu of Named Holidays not taken by the last pay period end date in March shall be paid out at the Basic Rate of Pay.
- 27.07 (a) No payment or time in lieu shall be due for a Named Holiday which occurs during:
- (i) a layoff; or
 - (ii) all forms of leave during which an Employee is not paid.

- (b) No additional payment or time off in lieu shall be due for a Named Holiday which occurs during a period when an Employee is receiving Short-Term Disability or Long-Term Disability.

Regular Part-time Employees

- 27.08 (a) On each pay cheque Employees shall be paid, in addition to their Basic Rate of Pay, five **point four percent (5.4%)** of their Basic Rate of Pay in lieu of paid holiday benefits.
- (b) Employees required to work on a Named Holiday shall be paid at one and one-half times (1 1/2X) their Basic Rate of Pay for such work.
- (c) Employees obliged to work on Christmas Day and/or August Civic Day shall be paid for all hours worked on the Named Holiday at ~~two~~ **three** times (~~2~~ **3**X) the Basic Rate of Pay.

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

ARTICLE 28 **ANNUAL VACATION**

28.01 **Vacation Entitlement**

Subject to Clause 32.02(d), during each year of continuous service in the employ of the Employer, a Regular Full-time Employee shall earn vacation with pay. The rate at which vacation is earned shall be governed by the total length of such employment as follows:

- (a) during each of the first (1st) and ~~second (2nd)~~ years of continuous employment, an Employee shall earn entitlement to vacation calculated on a basis of ~~fifteen (15)~~ **twenty (20)** working days [one hundred **and fifty-five** hours, or ~~sixteen point two five (116.25)~~ (**155**) hours, or one hundred and ~~twenty six (120)~~ (**160**) hours for Employees whose regular hours are eight (8) hours per day];
- (b) during each of the ~~third~~ **second (3rd 2nd)** to ninth (9th) years of continuous employment, an Employee shall earn entitlement to vacation calculated on a basis of ~~twenty-five (20)~~ (**25**) working days [one hundred and **ninety-three point seventy five** ~~fifty five (155)~~ (**193.75**) hours, or ~~two hundred one hundred and sixty (160)~~ (**200**) hours for Employees whose regular hours are eight (8) hours per day];
- (c) during each of the tenth (10th) to nineteenth (19th) years of continuous employment, an Employee shall earn entitlement to vacation calculated on a basis of ~~twenty five (25)~~ **thirty (30)** working days [~~one hundred and ninety three~~ **two hundred and thirty-two point seven five** (~~193.75~~ **232.75**) hours, or ~~two hundred (200)~~ (**240**) hours for Employees whose regular hours are eight (8) hours per day];

- (d) during the twentieth (20th) and each subsequent year of continuous employment, an Employee shall earn entitlement to vacation calculated on a basis of thirty-five (30 **35**) working days [~~two hundred and seventy-one point twenty five thirty two point five (232.50) (271.25)~~ hours, or two hundred and **eighty-four (240) (280)** hours for Employees whose regular hours are eight (8) hours per day].
- (e) **during the twenty fifth (25th) and each subsequent year of continuous employment, an Employee shall earn entitlement to vacation calculated on a basis of forty (40) working days [three hundred and ten (310) hours, or three hundred and twenty (320) hours for Employees whose regular hours are eight (8) hours per day].**
- (f) **during the thirty (30th) and each subsequent year of continuous employment, an Employee shall earn entitlement to vacation calculated on a basis of forty (45) working days [three hundred and sixty (360) hours for Employees whose regular hours are eight (8) hours per day].**
- (g) **Supplementary Vacation**
- ~~(i) Upon having reached twenty five (25) years of continuous employment, an Employee shall earn a one-time additional five (5) working days of supplementary vacation with pay.~~
- ~~(ii) Upon reaching the employment anniversary of thirty (30) years of continuous service, Employees shall have earned an additional one-time five (5) working days of supplementary vacation with pay.~~
- (iii) Upon reaching the employment anniversary of thirty-five (35) years of continuous service, Employees shall have earned an additional one-time five (5) working days of supplementary vacation with pay.
- (iv) Upon reaching the employment anniversary of forty (40) years of continuous service, Employees shall have earned an additional one-time five (5) working days of supplementary vacation with pay.
- (v) Upon reaching the employment anniversary of forty-five (45) years of continuous service, Employees shall have earned an additional one-time five (5) working days of supplementary vacation with pay.
- (vi) Subject to Clause 28.03(e), 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.

- 28.02 (a) As far as is possible Employees shall be granted their choice of vacation periods according to seniority but the right to allot vacation periods is reserved by the Employer in order to ensure efficient operations. In the event that the Employer and the Employee cannot agree upon the date of commencement of an Employee's vacation, the Employer shall set a vacation period and shall attempt to give thirty (30) calendar days notice but in no circumstances shall give less than fourteen (14) calendar days notice in advance. In circumstances where the Employer sets an Employee's vacation period with less than thirty (30) calendar days notice, and the Employee disputes such decision, the Employee shall first discuss the matter with their immediate Supervisor who is not within the scope of this Collective Agreement in accordance with Clause 8.05. If the matter is not resolved, the Employee may commence their grievance directly to Step III within ten (10) days of the date the Employee was notified of the scheduling of their vacation period.
- (b) The Employer shall make every reasonable effort to grant an Employee, upon request, at least two (2) weeks of annual vacation entitlement during the summer months. An Employee may take a maximum of four (4) weeks during the period of June 1st to August 31st unless otherwise approved by the Employer.
- 28.03 (a) Vacation leave may not be divided into more than three (3) periods except with the approval of the Employer. In the event approval is granted to divide vacation leave, dates for one period only will be allowed to fall in whole or in part between June 1st to August 31st inclusive except when such period is not requested by another Employee.
- (b) All vacation earned during one (1) vacation year shall be taken during the next following vacation year. An Employee may be permitted to carry-forward up to five (5) days vacation accrual to the next vacation year. Requests to carry-forward vacation shall be made in writing and shall be subject to the approval of the Employer. Arrangements to mutually agree on scheduling of such excess entitlement shall occur in accordance with Clause 28.02. This limit may be exceeded in extenuating circumstances with prior approval of the Employer.
- (c) Notwithstanding Clause 28.03(b) above, an Employee shall have the right to utilize vacation credits during the vacation year in which they are earned, provided the following conditions are met:
- (i) such utilization does not exceed the total credits earned by an Employee at the time of taking vacation; and
 - (ii) such vacation is taken at a mutually agreeable time.
- (d) Pursuant to Clause 28.03(b):
- (i) a new vacation year begins May 1;

- (ii) accrued vacation in excess of the yearly entitlement not taken by May 1 in any given year may be paid out upon written request of an Employee and in accordance with Employer Policy.

(e) **Time of Vacation**

The Employer shall post the vacation schedule planner by January 1st of each year. Where an Employee submits a vacation preference by March 15th of that year, the Employer shall indicate approval or disapproval of that vacation request by April 30th of that year. Requests for vacation which are submitted after March 15th shall be dealt with on a first come, first served basis.

- (f) Requests to use vacation shall be subject to the approval of the Employer and shall not exceed the number of vacation hours accrued to the date of vacation.
- (g) When an Employee submits a request in writing after April 30th for vacation, the Employer shall indicate approval or disapproval in writing of the vacation request within fourteen (14) calendar days of the request.
- (h) Once vacations are authorized by the Employer, they shall not be changed except in cases of emergency or by mutual agreement between the Employer and the Employee.
- (i) **No Employee shall have vacation cancelled or rescheduled by the Employer unless it has been assessed to be a recognized critical unforeseen emergency and it can be demonstrated that a bona fide attempt was made to mobilize the appropriate, available resources to address and resolve the issues before activating these provisions. An Employee who has vacation cancelled by the Employer shall be paid 2X their Basic Rate of Pay for the Shift(s) worked during the period of vacation cancelled by the Employer. The Employer shall also reimburse all non-refundable costs related to the cancellation of the vacation.**

28.04 Except when vacations are changed by mutual agreement when an Employee is required by the Employer to work during their vacation the Employee shall receive pay at two times (2X) Basic Rate of Pay. Hours worked while on vacation shall not be deducted from the Employee's vacation credits.

28.05 An Employee shall earn vacation leave pursuant to Clause 28.01 during the following authorized absences:

- (a) financially assisted Education Leave;
- (b) sick leave for the first (1st) thirty (30) consecutive work days;
- (c) Workers' Compensation for the first (1st) thirty (30) consecutive work days;
- (d) any other leave of absence with or without pay for the first (1st) thirty (30) calendar days.

- 28.06 An Employee who terminates their service or whose service is terminated shall receive vacation pay in lieu of all vacation earned but not taken.

CONSEQUENTIAL AMENDMENTS

Regular Part-time Employees Vacations with Pay

- 28.07 (a) Regular Part-time Employees shall earn vacation with pay calculated in hours in accordance with the following formula:
- Hours worked as a regular Employee as specified in Article 20: Hours of Work, times the applicable percentage outlined below equals the number of hours of paid vacation time to be taken.
- (i) six percent (6%) during the first (1st) and second (2nd) year of continuous employment;
 - (ii) eight percent (8%) during each of the third (3rd) to ninth (9th) years of continuous employment;
 - (iii) ten percent (10%) during each of the tenth (10th) to nineteenth (19th) years of continuous employment;
 - (iv) twelve percent (12%) during the twentieth (20th) and each subsequent year of continuous employment.
 - (v) Supplementary Vacation
 - (A) Upon having reached twenty-five (25) years of continuous employment, a one-time additional two percent (2%) for supplementary vacation.
 - (B) Upon having reached thirty (30) years of continuous employment, a one-time additional two percent (2%) for supplementary vacation.
 - (C) Upon having reached thirty-five (35) years of continuous employment, a one-time additional two percent (2%) for supplementary vacation.
 - (D) Upon having reached forty (40) years of continuous employment, a one-time additional two percent (2%) for supplementary vacation.
 - (E) Upon having reached forty-five (45) years of continuous employment, a one-time additional two percent (2%) for supplementary vacation.
 - (b) Regular Part-time Employees who have earned proportional vacation with pay entitlement shall be scheduled for paid vacation and leave without pay equivalent to the calendar period of time provided to a Full-time Employee as specified in Clause 28.01.

AMEND**ARTICLE 29**
SICK LEAVE

- 29.01 "Illness" means any illness, injury (other than injuries covered by the WCB) or quarantine restrictions.
- 29.02 (a) The Employer recognizes that alcoholism, drug addiction and mental illness are illnesses which can respond to therapy and treatment and that absence from duty due to such therapy or treatment shall be considered as sick leave.
- (b) An Employee, whose work performance is adversely affected by a condition mentioned in (a) above, may be referred by the Employer to the appropriate Employee Assistance Plan.
- 29.03 **Sick Leave Entitlement**
- (a) During the probationary period worked by a Full-time continuous Employee, any time off because of illness will be without pay. After completion of the probationary period, such Employee shall be entitled to cumulative sick leave credit computed from the date of commencement of employment at the rate of ~~one and one half (1 1/2)~~ **two (2)** normal working days per month for each full month of employment up to a maximum of one hundred and twenty (120) normal working days.
- (b) Article 29: Sick Leave applies to regular Part-time Employees except that such Employees shall accumulate sick leave credits on the basis of ~~one and one half (1 1/2)~~ **two (2)** days per month, prorated on the basis of regularly scheduled hours worked by the Part-time Employee in relation to the regularly scheduled hours of a Full-time Employee. Such Employee shall not be entitled to apply sick leave credits during the probationary period and payment will be made only for days such Employees are regularly scheduled to work and cannot attend because of illness.
- 29.04 **Conditions of Illness Entitlement**
- (a) Sick leave shall be granted only up to the amount of the accumulated sick leave credits at the time such leave is granted.
- (b) If an Employee uses their total accumulated sick leave credit, on return to employment such Employee shall be entitled to accumulate further sick leave credits on the basis set forth in Clause 29.03 of this Article.
- (c) An Employee who is unable to report for duty due to illness is required to inform their Supervisor or designate, as soon as possible, but in any event not less than two (2) hours before the Employee was to report to duty.
- (d) Employees may be required to submit satisfactory proof to the Employer of any illness, non-occupational accident, or quarantine. Where the Employee has paid a fee for such proof, the full fee shall be reimbursed by the Employer.
- (e) When an Employee:

- (i) is required to travel for the purposes of medical referral and/or treatment, or;
- (ii) is unable to schedule medical appointments outside of their work hours and requires time off for the purpose of attending a dental, physiotherapy, optical or medical appointment, providing the Employee has provided the Employer with as much advance notice as possible and has been given prior authorization by the Employer;

such absence shall be neither charged against their accumulated sick leave, nor shall the Employee suffer any loss of income provided such absence does not exceed ~~two (2)~~ **four (4)** hours during one (1) work day. If the absence is longer than ~~two (2)~~ **four (4)** hours, the whole period of absence shall be charged against their accumulated sick leave. Employees may be required to submit proof, to the Employer, of appointments.

- (f) (i) Except as hereinafter provided, sick leave will not be paid in respect of any illness or injury which is incurred during the period of the scheduled vacation once vacation leave has commenced. In the event that the illness or injury prevents the Employee from resuming their duties at the conclusion of the vacation period and the Employee has substantiated their claim for sick leave, income continuance thereafter will be in accordance with Clause 29.04.

Notwithstanding the foregoing, should an Employee demonstrate to the satisfaction of the Employer that the Employee was admitted to a hospital as an "in-patient" during the course of their vacation, the Employee shall be deemed to be on sick leave for the period of the stay in hospital and subsequent period of recovery, subject to the provisions of Clause 29.04. Vacation time not taken as a result of such stay in hospital shall be rescheduled to a mutually agreed later time frame.

- (ii) In the event an illness or injury preventing an Employee from performing their usual duties, occurs prior to the scheduled start of the vacation period, and provided proper substantiation of their claim to sick leave has been provided, the absence on account of the illness or injury will be treated as sick leave pursuant to Clause 29.04 until the Employee has recovered sufficiently to permit the resumption of their usual duties. Time not utilized as vacation leave as a result of the above illness or injury will be rescheduled to a mutually agreed later time frame.

- (g) Sick leave credit shall not accrue during:
 - (i) any period of sick leave in excess of thirty (30) calendar days; or
 - (ii) a layoff; or
 - (iii) an absence while in receipt of disability insurance or Worker's Compensation benefits in excess of thirty (30) calendar days; or

(iv) leave of absence without pay in excess of thirty (30) calendar days.

- 29.05 An Employee who has exhausted their sick leave credits during the course of an illness, and the illness continues, shall be deemed to be on leave of absence without pay or benefits. During this period the Employee may request a payout from their vacation bank, accrued Named Holiday bank, or accrued overtime bank, to bridge their pay, beginning on the date their sick leave credits expire and continuing for the remainder of the waiting period required by the STD or LTD plans.
- 29.06 **If an Employee is required to isolate or quarantine, there will be no loss of pay and the time will not be deducted from their sick leave bank.**

AMEND

ARTICLE 30

WORKERS' COMPENSATION

- 30.01 (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, for the time lost as approved by the Workers' Compensation Board (WCB). ~~A deduction of one-tenth (1/10th) day shall be charged against sick leave credits for each day an Employee is off work. Employees shall only receive full net take home pay to the extent that one-tenth (1/10th) day can be deducted from sick leave credits, following which time the Employee will be deemed to be on sick leave without pay. Once the Employee is deemed to be on sick leave without pay, T~~the Employer shall administer wage replacement benefits as approved by the WCB in accordance with the *Workers' Compensation Act* less any required deductions.
- (b) For the purposes of Article 30: Workers' Compensation, full net take home pay shall be calculated at the Basic Rate of Pay for all scheduled hours of work, **Shift and Weekend Differentials**, in accordance with the *Workers' Compensation Act*, less any statutory deductions and benefit deductions as calculated prior to the accident referenced in Clause 30.01(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.
- 30.02 An Employee receiving compensation benefits under Clause 30.01 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 Clauses 29.04(g) and 28.05;
- (c) not be entitled to Named Holidays with pay falling within the period of Workers' Compensation leave in excess of thirty (30) days; and

- (d) Employees shall pay their share of benefit premiums and pension contributions to the Employer on a monthly basis in order to continue their coverage.

30.03 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 full duties of their former position following a prescribed modified return to work program, shall provide the Employer with twenty-eight (28) calendar days written notice of readiness to return 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 the Employee is 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 the Employee is eligible under Sick Leave or Employee Benefits Plans, in accordance with Articles 29 and 31.

30.04 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 17: Promotions, Transfers and Vacancies, 20: Hours of Work, 21: Extended Hours of Work and 23: On-Call Duty and Letters of Understanding #14 (Terms and Conditions Applicable to Employees Working a Modified Eight Hour Work Day [Excluding Power Engineers, Power Plan Operators and Maintenance Worker IV's Scheduled to Work an Eight Hour Shift in a Power Plan Operation]), #18 (Extended Hours of Work Power Engineers) and #19 (Extended Work Day, and Power Engineers – Chinook Regional Hospital [42 Hour Work Week]).

30.05 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.

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

**THE UNION WISHES TO DISCUSS AND RESERVES THE RIGHT TO PROPOSE
FURTHER AMENDMENTS**

**THE UNION PROPOSES TO CHANGE TO THE SUPERIOR BENEFITS
IN THE UNA BENEFITS PLAN.**

**INCORPORATE BENNEFIT PLAN INTO THE COLLECTIVE
AGREEMENT.**

**ARTICLE 31
PREPAID HEALTH BENEFITS**

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

- (a) Alberta Health & Wellness Insurance Plan;
- (b) A Supplementary Health **Benefits Plan; or equivalent, which provides for the reimbursement of the following expenses:**
- (c) A Dental Plan, which provides for the reimbursement of at least eighty percent (80%) of eligible basic services; fifty percent (50%) of eligible Extensive Services and fifty percent (50%) of eligible Orthodontic Services; in accordance with the current Usual and Customary Fee Guide. A maximum annual reimbursement of three thousand dollars (\$3,000) per insured person per benefit year shall apply to combined Basic and Extensive Services. Orthodontic Services shall be subject to a lifetime maximum reimbursement of three thousand dollars (\$3,000) per insured person;
- (d) Group Life Insurance
- (e) Basic Accidental Death and Dismemberment
- (f) Short-Term Disability (STD) [income replacement for a period of one hundred and twenty (120) working days during a qualifying disability equal to sixty-six and two-thirds percent (66 2/3%) of basic weekly earnings to the established maximum following a seven (7) day elimination period where applicable.] The STD shall become effective on the first (1st) working day following the expiry of sick leave credits in the case of absence due to injury or hospitalization. In the particular case of Employees who have insufficient sick leave credits to satisfy the seven (7) calendar day elimination period, the STD shall commence on the eighth (8th) day following the commencement of non-hospitalized sickness;
- (g) Long-term Disability (LTD) [income replacement during a qualifying disability equal to sixty-six and two-thirds percent (66 2/3%) of basic monthly earnings to the established maximum following a one hundred and twenty (120) working day elimination period].

31.02 Enrolment by:

- (a) Regular Full-time Employees;

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

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

- 31.03 The premiums for the plans outlined in Clause 31.01 will be **paid one hundred percent (100%)** ~~cost shared, seventy five percent (75%)~~ by the Employer ~~and twenty five percent (25%) by the Employee.~~
- 31.04 The administration of benefits specified in Clause 31.01 shall, at all times, be subject to and governed by the terms and conditions of the policies and contracts entered into with the underwriters of the Plans.
- 31.05 The Employer shall make available to eligible Employees brochures outlining the above Plans.
- 31.06 The Employer will provide one (1) copy of each of the plans to the Central Office of the Alberta Union of Provincial Employees.

AMEND

ARTICLE 32 LEAVE OF ABSENCE

32.01 **General Leave of Absence**

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

32.02 **Provisions Governing Leaves of Absence**

- (a) All applications for leave of absence, with the exception of bereavement leave, shall be made in writing to the Employer in advance. Applications shall indicate the date of departure on leave of absence and the date of return.
- (b) An Employee who has been granted leave of absence of any kind and who overstays their leave without reason acceptable to the Employer shall be considered to have terminated their employment.
- (c) In the case of leaves of absence without pay of more than thirty (30) calendar days duration, subject to the requirements and approval by the Insurer(s), Employees shall make prior arrangements for the payment of the full premium of any contributory benefit plans such as pension, Alberta Blue Cross, etc.

- (d) In the case of leaves of absence without pay in excess of thirty (30) calendar days Employees shall cease to accrue sick leave and earned vacation. The Employee's anniversary date shall also be adjusted by the same amount of time as the leave of absence and the new anniversary date shall prevail thereafter. An Employee must attend at work after completion of such leave in order to re-establish eligibility for benefits.
- (e) For the portion of maternity leave during which an Employee has a valid health-related reason for being absent from work and who is in receipt of sick leave, LTD or if applicable, EI SUB Plan benefits, benefit plan premium payments shall be administered in the same manner as an Employee absent due to illness.

32.03

Bereavement Leave

- (a)
 - (i) Upon request, an Employee shall be granted ~~reasonable~~ **fourteen (14) days** leave of absence **without loss of regular earnings** in the event of a death of a member of the Employee's immediate family [i.e. spouse, (including common-law and/or same-sex relationship), child, step-child, parent, step-parent, brother, step-brother, sister, step-sister, mother-in-law, father-in-law, son-in-law, daughter-in-law, brother-in-law, sister-in-law, niece, nephew, uncle, aunt, grandparent, grandchild, guardian or fiancé].
 - (ii) **Upon request, an Employee shall be granted leave of absence as in 32.03(a)(i) in the event of the loss of pregnancy. A pregnancy loss is any situation where a pregnancy ends other than in a live birth. Bereaved Employees include the person who was pregnant, the spouse or common law partner of the person who was pregnant, and any other person who would have been a parent as the result of a pregnancy, including adoptive and surrogate parents.**
 - (iii) ~~For the first (1st) five (5) calendar days of such leave of absence, the Employee shall suffer no loss of regular earnings.~~ The Employer may extend bereavement leave by up to two (2) additional days if travel in excess of three hundred and twenty (320) kilometres one way from the Employee's residence is necessary for the purpose of attending the funeral. Bereavement leave may include normal days off and/or vacation but no additional payment is due therefore.
- (b) In the event of a death of another relative or close friend, the Employer ~~may~~ **shall** grant up to one (1) working day off with pay to attend the funeral services.
- (c) An Employee shall not be required to take previously unscheduled vacation leave in lieu of bereavement leave when the Employee is entitled to that bereavement leave.

32.04

Maternity Leave

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

32.05

Parental Leave

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

- (d) Subject to Article 32.05(e), an Employee on maternity leave or parental leave shall provide the Employer with at least fourteen (14) calendar days notice of readiness to return to work, following which the Employer will reinstate the Employee in the same or an equivalent position at not less than the same step in the pay scale and other benefits that accrue to the Employee up to the date they commenced leave.
- (e) In the event that during the period of an Employee's maternity leave or parental leave, the position from which the Employee is on such leave has been eliminated due to reduction of the working force or discontinuation of an undertaking or activity and the Employer has not increased the working force or resumed operations on the expiry of the Employee's maternity leave or parental leave Article 16: Layoff and Recall will be applied.

32.06

Personal Leave

- (a) Benefit eligible Regular Employees shall be entitled to Personal Leave days each year, from April 1st through March 31st. Employees shall request such days as far in advance as possible. These days are for the purpose of attending to personal matters and family responsibilities, including, but not limited to attending appointments with family members and illness in the Employee's immediate family. Requests for Personal Leave shall not be unreasonably denied, subject to operational requirements.
- (b) The number of Personal Leave days are determined by the FTE as of April 1 of each year.
 - (i) Full-time and Part-time Employees greater than zero point eight (0.80) FTE shall be entitled to ~~three (3)~~ **six (6)** days of seven point seven five (7.75) hours each;
 - (ii) Part-time Employees between zero point six (0.60) and zero point eight (0.80) FTE shall be entitled to ~~two (2)~~ **four (4)** days to a maximum of seven point seven five (7.75) hours each;
 - (iii) Part-time Employees between zero point three eight (0.38) and zero point five nine (0.59) FTE shall be entitled to ~~one (1)~~ **two (2)** days to a maximum of seven point seven five (7.75) hours.
- (c) Personal Leave days are granted ~~per incident as a full day in hourly increments.~~
- (d) Any Personal Leave days not used by March 31st of each year shall not be carried over or paid out on termination of employment **unless the Employee has requested a Personal Leave day during the year and approval was denied. In that case, the Personal Leave day shall be carried over into the next year.**
- (e) New Employees hired after January 1st of each year shall not receive Personal Leave days until April 1st of the following year.

32.07

Caregiver Leaves(a) **Compassionate/Terminal Care Leave**

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

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

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

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

(iii) At the request of the Employee, compassionate/terminal care leave may be taken in one (1) week increments.

(iv) Notwithstanding Article 32.02(a), an Employee shall apply for compassionate leave at least two (2) weeks in advance of the commencement of the leave and shall advise the Employer if they want to take the leave in weekly increments.

(b) **Critical Illness Leave**

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

32.08

Jury or Witness Duty

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

32.09

Time Off for Union Business

- (a) Time off from work without loss of regular earnings will be provided on the following basis:
 - (i) The grievor and/or one (1) Local appointee for time spent in discussing grievances with representatives of the Employer as outlined in the grievance procedure.
 - (ii) Local appointees not to exceed three (3) in number for time spent in EMAC meetings with representatives of the Employer.

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

32.10

Death or Disappearance of a Child Leave

- (a) An Employee who is the parent of a child who has disappeared and it is probable, considering the circumstances, that the child disappeared as a result of a crime, shall be entitled to a leave of absence without pay for a period of up to fifty-two (52) weeks.
- (b) An Employee who is the parent of a child who has died and it is probable, considering the circumstances, that the child died as a result of a crime, shall be entitled to a leave of absence without pay for a period of up to one hundred and four (104) weeks.
- (c) An Employee is not entitled to death or disappearance of a child leave if the Employee is charged with the crime that resulted in the death or disappearance of the child.
- (d) The period during which the Employee may take death or disappearance of a child leave:
 - (i) begins on the day on which the death or disappearance occurs, and
 - (ii) ends on the earliest of:
 - the length of the leave specified in Article 32.10(a) or (b), or

- in the case of a child who disappears and is subsequently found alive, fourteen (14) days after the day on which the child is found, but no later than the end of the fifty-two (52) week period, or
 - on the day on which the circumstances are such that it is no longer probable that the death or disappearance was the result of a crime.
- (iii) An Employee who wishes to take death or disappearance of a child leave shall provide the Employer with written notice as soon as is possible in the circumstances and, if possible, the notice shall include the estimated date of the Employee's planned return to work. The Employee shall inform the Employer as soon as possible of any change in the estimated return to work date.
- (iv) The Employee must provide the Employer with reasonable verification of the Employee's entitlement to the leave as soon as is possible in the circumstances.

32.11

Domestic Violence Leave

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

32.12

Citizenship Ceremony Leave

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

32.13

Military Leave

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

CONSEQUENTIAL AMENDMENTS

ARTICLE 33

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

- 33.01 Articles 1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, 12, 13, 13A, 17, 18, 19, 21, 25, 26, 34, 37 and 38 shall apply to Temporary and Casual Employees.
- 33.02 **Probation (Article 14)**
- (a) Temporary and Casual Employees shall be on probation for five hundred and three point seven five (503.75) regular hours worked, exclusive of training. If an Employee is unsatisfactory in the opinion of the Employer, such Employee may be dismissed or their employment terminated, in writing, at any time during the probationary period without notice and without recourse to the grievance procedure. An Employee will be kept advised of their progress during the probationary period.
- (b) By mutual agreement in writing between the Union and the Employer, the probationary period may be extended up to a maximum of five hundred and three point seven five (503.75) regular hours worked. During the extended period, and if in the opinion of the Employer, the Employee is found to be unsatisfactory, their employment may be terminated, in writing, without notice and without recourse to the grievance procedure.
- 33.03 **Seniority (Article 15)**
- Article 15: Seniority shall apply to Temporary Employees.
- 33.04 **Hours of Work (Article 20)**
- (a) The provisions of Article 20 as it relates to Full-time Employees apply to Temporary Employees who are employed in a full-time capacity.
- (b) The provisions of Article 20 as it relates to Part-time Employees, applies to Temporary Employees who are employed in a part-time capacity.
- (c) The provisions as outlined below apply to Casual Employees:
- (i) Hours of work for a Casual Employee shall be up to seven and three-quarter (7 3/4) or eight (8) hours in a day as applicable.
- (ii) Except for Employees identified in Clause 20.06(b), hours of work shall exclude an unpaid meal break of not less than one-half (1/2) hour for shifts worked greater than five (5) hours. If an Employee is recalled to duty during a meal break, compensating time shall be provided later in the shift or paid to the Employee at overtime rates.
- (iii) Employees covered under Clause 20.06(b) shall be provided with a paid meal break at the Basic Rate of Pay for not less than one-half (1/2) hour for shifts worked greater than five (5) hours.

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

33.05

Overtime (Article 22)

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

33.06

On-Call Duty (Article 23)

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

33.07

Call-Back (Article 24)

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

33.08

Named Holidays (Article 27)

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

33.09

Annual Vacation (Article 28)

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

33.10

Sick Leave (Article 29)

The provisions of Article 29 apply to Temporary Employees who are employed in a full-time or part-time position.

33.11 **Workers Compensation (Article 30)**

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

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

Article 31 is amended as follows:

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

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

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

33.14 **Salary Increment**

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

33.15 **Casual Termination**

Provided the hours have been made available by the Employer, a Casual Employee who has not worked any hours within a six (6) month period with the Employer, without making prior arrangements with Employer approval that would allow for a period of inactivity, will be deemed to have terminated their services with the Employer.

CURRENT**ARTICLE 34****ALTITUDE AND HAZARD DIFFERENTIAL**

- 34.01 (a) All work performed from scaffolds at forty (40) feet or more above the ground level, will be paid for at fifty cents (\$0.50) per hour above the regular rate of pay.
- (b) All swing stage and bosun's chair, spider or cage work will be paid for at the following rates:
- (i) ground level up to one hundred (100) feet at fifty cents (\$0.50) per hour above the regular rate; and
- (ii) twenty-five cents (\$0.25) per hour for every additional fifty (50) feet or part thereof to the top of the structure.

CURRENT**ARTICLE 35****PENSION PLAN**

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

CURRENT**ARTICLE 36****CAMP ALLOWANCE**

- 36.01 An Employee who attends an overnight patient recreational/therapeutic activity authorized by the Employer shall be paid, in addition to their Basic Rate of Pay for their normal shift, an allowance of forty dollars (\$40.00) for each day at such an activity. Participation by an Employee in such activity shall be voluntary.
- 36.02 Where an Employee agrees to attend an overnight patient recreational/therapeutic activity authorized by the Employer, the Employee shall receive their Basic Rate of Pay for their normal seven and three-quarter (7 3/4) hours of work only. Employees who attend such an activity shall be eligible for free time each day at the discretion of the "in-charge" person.

CURRENT**ARTICLE 37**
SALARIES

- 37.01 The Basic Rate of Pay as set out in the Salary Schedule shall be applicable to all Employees covered by this Collective Agreement, effective on the dates specified therein.
- 37.02 An Employee's Basic Rate of Pay shall be advanced to the next higher rate following:
- (a) in the case of a Full-time Employee, one (1) year of service;
 - (b) in the case of a Part-time Employee, the completion of the applicable yearly equivalent regular hours of work of a Full-time Employee [two thousand twenty-two point seven five (2,022.75) or two thousand eighty-eight (2,088) regular hours paid].
- Unless otherwise changed by the operations of the terms of this Collective Agreement, a Regular Part-time Employee who has had a change in status to a Regular Full-time Employee within the same classification shall have their anniversary date established based on hours worked with the Employer at the salary increment level such Employee was entitled to receive immediately prior to their change in status.
- 37.03 Upon verification of a new Employee having job specific and relevant experience within the preceding twelve (12) months, the Employee's starting salary may be adjusted one (1) salary increment for each full year of experience, up to the top increment of the pay range.
- 37.04 The salary of an Employee reclassified, promoted, or transferred to a higher classification shall be advanced to the start rate of the higher classification. Where the start rate of the higher classification does not provide at least a three percent (3%) increase to their current rate, the Employee's salary shall be advanced to the next step of the higher classification that provides an increase of at least three percent (3%) provided this does not exceed the top step of the classification. When the Employee's salary is advanced to the higher classification, it shall be advanced to the next step after a period of time has elapsed equal to the agreed time period between pay steps for the higher classification.
- 37.05 When an Employee is reclassified, promoted, or transferred to a classification with the same end rate as their present classification, such Employee shall move to the pay step which is equal to their present Basic Rate of Pay, or if there is no such pay step, they shall move to the pay step that has a Basic Rate of Pay that is next higher to their present Basic Rate of Pay. The Employees' anniversary date for the purpose of increments will not change.
- 37.06 When an Employee is transferred or transfers to a lower rated classification, the Employee shall move to the pay step of the lower rated classification that is closest to but not higher than their present Basic Rate of Pay. The Employees anniversary date for the purpose of increments will not change.

- 37.07 Should the Employer issue an overpayment of wages and/or entitlements, 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 will 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 Employees' gross earnings per pay period.

AMEND

ARTICLE 38

TRANSPORTATION AND SUBSISTENCE

- 38.01 Employees shall be reimbursed for travel and subsistence expenses in accordance with the Alberta Health Services Policy.
- 38.02 When an Employee is assigned duties necessitating the use of the Employee's private automobile they shall be reimbursed at the ~~Government of Alberta Canada rates per kilometer,~~ **maximum non-taxable rate set by Revenue Canada per kilometer.**
- 38.03 (a) Where an Employee is required by the Employer to provide an automobile for use, on all days of work, the Employee shall be provided with parking proximate to their base location at no cost.
- (b) Where an Employee is required by the Employer to provide an automobile for use on at least two (2) days per week but less than all days of work, the Employee shall be provided with parking proximate to their base location at fifty percent (50%) of the monthly cost of parking.
- Employees who currently do not pay for parking, shall be grandfathered until such time as the Employee is no longer required to provide an automobile for use in their employment.
- 38.04 Employees who are required to use their personal vehicles for Employer business, and to maintain business use insurance as a result, shall be required to submit evidence of business insurance coverage when the vehicle is used on such business. The Employer shall reimburse the Employee of the cost of business use insurance coverage, less the cost of personal use insurance coverage, to a maximum of five hundred dollars (\$500) per annum.

CURRENT**ARTICLE 39****EMPLOYMENT INSURANCE PREMIUM REDUCTIONS**

- 39.01 The Employee's portion of all monies from Employment Insurance Commission Premium Reductions shall be returned to all eligible Employees as a lump sum payment once each year or when an eligible Employee terminates or transfers to an Employment status which is not eligible for the payment. The payment to eligible Employees shall be processed in December each year.

ARTICLE 40**CONTRACTING OUT**

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

NEW

ARTICLE 40
JOB SECURITY

- 40.01** There shall be no layoff, reduction in hours, or displacement of a Regular Employee.
- 40.02** (a) There shall be no contracting out of any of the work performed by members of the bargaining unit.
- (b) The Employer shall not in any case allow work performed by this bargaining unit to be performed by anyone who is not a member of the bargaining unit or by any form of artificial intelligence.

NEW

ARTICLE 41

COST OF LIVING ALLOWANCE (COLA)

- 41.01** The Cost of Living Allowance will be applied as applicable to the General Wage Increase (GWI) effective on the first pay period after (date TBD)

The parties agree to use the following formula:

"Annualized Average of AB CPI over twelve months" (AAAB CPI) means the 12-month average index % change reported by Statistics Canada (Table 18-10-0004-01) for Alberta during the twelve months preceding the date the GWI is to take effect.

NEW

ARTICLE 42

SUPPLEMENTARY PENSION PLAN

42.01 In this Article,

- (a) "Employee" means any person covered by the provisions of Article 35 of this Collective Agreement and/or the rules of the Local Authorities Pension Plan
- (b) "Supplementary Pension Plan" means a defined benefit pension plan, providing a benefit that equals zero point six (0.6%) of the employee's

highest average salary if it does not exceed, or of that part of it that does not exceed, the annual average of the year's maximum pensionable earnings for the period of, or periods aggregating, 5 years over or in respect of which that highest average salary is determined, multiplied by the number of years of their pensionable service.

- (c) "Retirement Income Index Benefit" means a payment made to retirees in the Local Authorities Pension Plan and the Supplementary Pension Plan, and which provides a benefit equal to 100% of the annual increase in the Alberta Consumer Price Index multiplied by the benefit provided by the Supplementary Pension Plan, plus 40% of the annual increase in the Alberta Consumer Price Index multiplied by the benefit provided by the Public Service Pension Plan.

- 42.02 The Employer will enroll all employees in the Local Authorities Pension Plan.
- 42.03 The Employer will establish the Supplementary Pension Plan, which will be funded by Employer contributions, and which will be jointly governed and administered by an equal number of representatives of the Employer and the Union, respectively.
- 42.04 The Employer will establish the Retirement Income Index Benefit, which will be funded by the Employer, and will be governed and administered by the bodies established under the provisions of Article 35
- 42.05 The Employer will enroll all employees in the Supplementary Pension Plan and the Retirement Income Index Benefit.
- 42.06 Appointees to the corporate or sponsorship boards of the Local Authorities Pension Plan, or to any governing body of the Supplementary Pension Plan, will be provided with time off without loss of regular earnings to perform these duties.
- 42.07 The parties agree that the Supplementary Pension Plan and the Retirement Income Index Benefit will be instituted and in effect within six months of the effective date of this Collective Agreement

The monetary proposal below is to be applied to the Main Salary Grid

- Reserve the right to make proposals on market adjustments.

April 1, 2024 25%

April 1, 2024 - 10 years LSPA - 2%

April 1, 2024 - 15 years LSPA - 3%

April 1, 2024 - 20 years LSPA - 4%

April 1, 2024 - 25 years LSPA - 5%

April 1, 2025 10%

***LSPA (Long Service Pay Adjustments) rates are compounded**

April 1, 2025 - Cost of Living Adjustment (COLA) % increase (TBD) and every year thereafter to be added to the Main Salary Schedule.

MAIN SALARY SCHEDULE

Group	Pay Grade	Classification	Effective Date	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7
Other	OT 1	Support Services Worker	Current	18.23	19.96	21.74				
			April 1/20	18.23	19.96	21.74				
			April 1/21	18.23	19.96	21.74				
			Sept. 1/22	18.46	20.21	22.01				
			April 1/23	18.83	20.61	22.45				
	OT 2	Volunteer Coordinator	Current	23.06	23.53	23.95	24.38	24.82	25.35	
			April 1/20	23.06	23.53	23.95	24.38	24.82	25.35	
			April 1/21	23.06	23.53	23.95	24.38	24.82	25.35	
			Sept. 1/22	23.35	23.82	24.25	24.68	25.13	25.67	
			April 1/23	23.82	24.30	24.74	25.17	25.63	26.18	
	OT 3	Lifeguard	Current	24.13	26.34					
			April 1/20	24.13	26.34					
			April 1/21	24.13	26.34					
			Sept. 1/22	24.43	26.67					
			April 1/23	24.92	27.20					
	OT 4	Working Leader – Recreation Facilities	Current	27.02	30.18					
			April 1/20	27.02	30.18					
			April 1/21	27.02	30.18					
			Sept. 1/22	27.36	30.56					
			April 1/23	27.91	31.17					
OT 5	Driver Training Instructor	Current	27.70	32.26						
		April 1/20	27.70	32.26						
		April 1/21	27.70	32.26						
		Sept. 1/22	28.05	32.66						
		April 1/23	28.61	33.31						
OT 6	Graphic Designer	Current	25.40	26.56	27.62	29.15	30.39	31.82	33.38	
		April 1/20	25.40	26.56	27.62	29.15	30.39	31.82	33.38	
		April 1/21	25.40	26.56	27.62	29.15	30.39	31.82	33.38	
		Sept. 1/22	25.72	26.89	27.97	29.51	30.77	32.22	33.80	
		April 1/23	26.23	27.43	28.53	30.10	31.39	32.86	34.48	
OT 7	Draftsperson	Current	33.29	36.49						
		April 1/20	33.29	36.49						
		April 1/21	33.29	36.49						
		Sept. 1/22	33.71	36.95						
		April 1/23	34.38	37.69						
Driver(s)	DR 1	Driver I	Current	21.70	24.26					
			April 1/20	21.70	24.26					
			April 1/21	21.70	24.26					
			Sept. 1/22	21.97	24.56					
			April 1/23	22.41	25.05					

Group	Pay Grade	Classification	Effective Date	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7
Food Services	DR 2	Driver II	Current	24.13	26.56					
			April 1/20	24.13	26.56					
			April 1/21	24.13	26.56					
			Sept. 1/22	24.43	26.89					
			April 1/23	24.92	27.43					
	FS 1	Food Service I	Current	17.78	19.39					
			April 1/20	17.78	19.39					
			April 1/21	17.78	19.39					
			Sept. 1/22	18.00	19.63					
			April 1/23	18.36	20.02					
	FS 2	Food Service II	Current	19.43	21.23					
			April 1/20	19.43	21.23					
			April 1/21	19.43	21.23					
			Sept. 1/22	19.67	21.50					
			April 1/23	20.06	21.93					
	FS 3	Cook I	Current	22.80	25.08					
			April 1/20	22.80	25.08					
			April 1/21	22.80	25.08					
			Sept. 1/22	23.09	25.39					
			April 1/23	23.55	25.90					
FS 4	Working Leader – Food Services	Current	22.76	25.37						
		April 1/20	22.76	25.37						
		April 1/21	22.76	25.37						
		Sept. 1/22	23.04	25.69						
		April 1/23	23.50	26.20						
FS 5	Cook II	Current	25.83	28.76						
		April 1/20	25.83	28.76						
		April 1/21	25.83	28.76						
		Sept. 1/22	26.15	29.12						
		April 1/23	26.67	29.70						
Environmental/ Laundry	EL 1	Environmental I Laundry I	Current	17.78	19.39					
			April 1/20	17.78	19.39					
			April 1/21	17.78	19.39					
			Sept. 1/22	18.00	19.63					
			April 1/23	18.36	20.02					
	EL 2	Environmental II Laundry II	Current	19.43	21.23					
			April 1/20	19.43	21.23					
			April 1/21	19.43	21.23					
			Sept. 1/22	19.67	21.50					
			April 1/23	20.06	21.93					

Group	Pay Grade	Classification	Effective Date	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7
	EL 3	Working Leader – Environmental Working Leader – Laundry	Current	22.76	25.37					
			April 1/20	22.76	25.37					
			April 1/21	22.76	25.37					
			Sept. 1/22	23.04	25.69					
			April 1/23	23.50	26.20					
Service Workers	SW 1	Service Worker I	Current	19.79	21.60					
			April 1/20	19.79	21.60					
			April 1/21	19.79	21.60					
			Sept. 1/22	20.04	21.87					
			April 1/23	20.44	22.31					
	SW 2	Service Worker II	Current	20.64	22.50					
			April 1/20	20.64	22.50					
			April 1/21	20.64	22.50					
			Sept. 1/22	20.90	22.78					
			April 1/23	21.32	23.24					
	SW 3	Working Leader – Service Worker	Current	23.20	25.56					
			April 1/20	23.20	25.56					
			April 1/21	23.20	25.56					
Sept. 1/22			23.49	25.88						
April 1/23			23.96	26.40						
Security	PS 1	Protective Services Officer I Telecommunications Operator/Dispatcher	Current	26.93	27.98	29.04	30.17	31.42	32.85	
			April 1/20	26.93	27.98	29.04	30.17	31.42	32.85	
			April 1/21	26.93	27.98	29.04	30.17	31.42	32.85	
			Sept. 1/22	27.27	28.33	29.40	30.55	31.81	33.26	
			April 1/23	27.82	28.90	29.99	31.16	32.45	33.93	
	PS 2	Protective Services Officer II	Current	32.36	33.42	34.58	35.79	37.06		
			April 1/20	32.36	33.42	34.58	35.79	37.06		
			April 1/21	32.36	33.42	34.58	35.79	37.06		
			Sept. 1/22	32.76	33.84	35.01	36.24	37.52		
Administrative Support	AS 1	Administrative Support I	Current	19.26	20.04	20.85	21.67	22.53	23.43	
			April 1/20	19.26	20.04	20.85	21.67	22.53	23.43	
			April 1/21	19.26	20.04	20.85	21.67	22.53	23.43	
			Sept. 1/22	19.50	20.29	21.11	21.94	22.81	23.72	
			April 1/23	19.89	20.70	21.53	22.38	23.27	24.19	
	AS 2	Administrative Support II	Current	20.62	21.42	22.29	23.19	24.09	25.07	
			April 1/20	20.62	21.42	22.29	23.19	24.09	25.07	
			April 1/21	20.62	21.42	22.29	23.19	24.09	25.07	
			Sept. 1/22	20.88	21.69	22.57	23.48	24.39	25.38	
			April 1/23	21.30	22.12	23.02	23.95	24.88	25.89	

Group	Pay Grade	Classification	Effective Date	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	
	AS 3	Administrative Support III	Current	22.79	23.68	24.63	25.59	26.62	27.69		
			April 1/20	22.79	23.68	24.63	25.59	26.62	27.69		
			April 1/21	22.79	23.68	24.63	25.59	26.62	27.69		
			Sept. 1/22	23.07	23.98	24.94	25.91	26.95	28.04		
			April 1/23	23.53	24.46	25.44	26.43	27.49	28.60		
	AS 4	Data Coordinator	Current	22.65	24.18	25.78	27.34	28.89			
			April 1/20	22.65	24.18	25.78	27.34	28.89			
			April 1/21	22.65	24.18	25.78	27.34	28.89			
			Sept. 1/22	22.93	24.48	26.10	27.68	29.25			
			April 1/23	23.39	24.97	26.62	28.23	29.84			
	AS 5	Administrative Support IV Unit Clerk	Current	25.24	26.24	27.29	28.38	29.51	30.68		
			April 1/20	25.24	26.24	27.29	28.38	29.51	30.68		
			April 1/21	25.24	26.24	27.29	28.38	29.51	30.68		
			Sept. 1/22	25.56	26.57	27.63	28.73	29.88	31.06		
			April 1/23	26.07	27.10	28.18	29.30	30.48	31.68		
	AS 6	Administrative Support V Medical Transcriptionist	Current	27.55	28.65	29.78	30.98	32.22	33.50		
			April 1/20	27.55	28.65	29.78	30.98	32.22	33.50		
			April 1/21	27.55	28.65	29.78	30.98	32.22	33.50		
			Sept. 1/22	27.89	29.01	30.15	31.37	32.62	33.92		
			April 1/23	28.45	29.59	30.75	32.00	33.27	34.60		
AS 7	Administrative Support VI	Current	30.00	31.20	32.43	33.75	35.09	36.50			
		April 1/20	30.00	31.20	32.43	33.75	35.09	36.50			
		April 1/21	30.00	31.20	32.43	33.75	35.09	36.50			
		Sept. 1/22	30.38	31.59	32.84	34.17	35.53	36.96			
		April 1/23	30.99	32.22	33.50	34.85	36.24	37.70			
Supply & Procurement	SU 1	Stores I	Current	21.70	24.26						
			April 1/20	21.70	24.26						
			April 1/21	21.70	24.26						
			Sept. 1/22	21.97	24.56						
			April 1/23	22.41	25.05						
	SU 2	Stores II	Current	24.13	26.56						
			April 1/20	24.13	26.56						
			April 1/21	24.13	26.56						
			Sept. 1/22	24.43	26.89						
			April 1/23	24.92	27.43						
	SU 3	Supply Coordinator	Current	23.28	25.05	26.87					
			April 1/20	23.28	25.05	26.87					
			April 1/21	23.28	25.05	26.87					
			Sept. 1/22	23.57	25.36	27.21					
			April 1/23	24.04	25.87	27.75					

Group	Pay Grade	Classification	Effective Date	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7
	SU 4	Procurement Specialist I	Current	27.45	30.64					
			April 1/20	27.45	30.64					
			April 1/21	27.45	30.64					
			Sept. 1/22	27.79	31.02					
			April 1/23	28.35	31.64					
	SU 5	Procurement Specialist II	Current	35.92	39.71					
			April 1/20	35.92	39.71					
			April 1/21	35.92	39.71					
			Sept. 1/22	36.37	40.21					
			April 1/23	37.10	41.01					
	SU 6	Procurement Specialist III	Current	39.11	40.48	41.89	43.37	44.88	46.22	
			April 1/20	39.11	40.48	41.89	43.37	44.88	46.22	
			April 1/21	39.11	40.48	41.89	43.37	44.88	46.22	
			Sept. 1/22	39.60	40.99	42.41	43.91	45.44	46.80	
			April 1/23	40.39	41.81	43.26	44.79	46.35	47.74	
Medical Support	MS 1	Surgical Processor – Developmental	Current	21.63						
			April 1/20	21.63						
			April 1/21	21.63						
			Sept. 1/22	21.90						
			April 1/23	22.34						
	MS 2	Pharmacy Assistant	Current	21.84	22.64	23.46	24.26	25.08		
			April 1/20	21.84	22.64	23.46	24.26	25.08		
			April 1/21	21.84	22.64	23.46	24.26	25.08		
			Sept. 1/22	22.11	22.92	23.75	24.56	25.39		
			April 1/23	22.55	23.38	24.23	25.05	25.90		
	MS 3	Surgical Processor	Current	22.77	23.56	24.31	25.12	25.95		
			April 1/20	22.77	23.56	24.31	25.12	25.95		
			April 1/21	22.77	23.56	24.31	25.12	25.95		
			Sept. 1/22	23.05	23.85	24.61	25.43	26.27		
			April 1/23	23.51	24.33	25.10	25.94	26.80		
	MS 4	Working Leader – Surgical Processing	Current	26.56	27.22	27.91	28.59	29.21		
			April 1/20	26.56	27.22	27.91	28.59	29.21		
			April 1/21	26.56	27.22	27.91	28.59	29.21		
			Sept. 1/22	26.89	27.56	28.23	28.95	29.58		
			April 1/23	27.43	28.11	28.83	29.53	30.17		
MS 5	Biological Parts Specialist	Current	30.39	33.35						
		April 1/20	30.39	33.35						
		April 1/21	30.39	33.35						
		Sept. 1/22	30.77	33.77						
		April 1/23	31.39	34.45						

Group	Pay Grade	Classification	Effective Date	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7
Therapy	TH 1	Client Companion	Current	16.11	16.92					
			April 1/20	16.11	16.92					
			April 1/21	16.11	16.92					
			Sept. 1/22	16.31	17.13					
			April 1/23	16.64	17.47					
	TH 2	Therapy Aide	Current	20.44	21.04	21.63	22.22	22.82		
			April 1/20	20.44	21.04	21.63	22.22	22.82		
			April 1/21	20.44	21.04	21.63	22.22	22.82		
			Sept. 1/22	20.70	21.30	21.90	22.50	23.11		
			April 1/23	21.11	21.73	22.34	22.95	23.57		
	TH 3	Single ILS Worker	Current	21.75	22.67	23.56	24.47	25.37		
			April 1/20	21.75	22.67	23.56	24.47	25.37		
			April 1/21	21.75	22.67	23.56	24.47	25.37		
			Sept. 1/22	22.02	22.95	23.85	24.78	25.69		
			April 1/23	22.46	23.41	24.33	25.28	26.20		
	TH 4	Technical Attendant Addiction & Mental Health Recovery Worker Peer Support Worker	Current	24.13	26.59					
			April 1/20	24.13	26.59					
			April 1/21	24.13	26.59					
			Sept. 1/22	24.43	26.92					
			April 1/23	24.92	27.46					
TH 5	Activities Convener	Current	22.39	23.34	24.32	25.25	26.22	27.10		
		April 1/20	22.39	23.34	24.32	25.25	26.22	27.10		
		April 1/21	22.39	23.34	24.32	25.25	26.22	27.10		
		Sept. 1/22	22.67	23.63	24.62	25.57	26.55	27.44		
		April 1/23	23.12	24.10	25.11	26.08	27.08	27.99		
Laboratory Services	LA 1	Laboratory Assistant I	Current	22.92	23.85	24.80	25.81	26.82	27.50	
			April 1/20	22.92	23.85	24.80	25.81	26.82	27.50	
			April 1/21	22.92	23.85	24.80	25.81	26.82	27.50	
			Sept. 1/22	23.21	24.15	25.11	26.13	27.16	27.84	
			April 1/23	23.67	24.63	25.61	26.65	27.70	28.40	
	LA 2	Laboratory Assistant II	Current	24.08	25.07	26.08	27.13	28.22	28.98	
			April 1/20	24.08	25.07	26.08	27.13	28.22	28.98	
			April 1/21	24.08	25.07	26.08	27.13	28.22	28.98	
			Sept. 1/22	24.38	25.38	26.41	27.47	28.57	29.34	
			April 1/23	24.87	25.89	26.94	28.02	29.14	29.93	
	LA 3	Team Leader – Lab	Current	26.90	27.95	29.06	30.24	31.43	32.27	
			April 1/20	26.90	27.95	29.06	30.24	31.43	32.27	
			April 1/21	26.90	27.95	29.06	30.24	31.43	32.27	
			Sept. 1/22	27.24	28.30	29.42	30.62	31.82	32.67	
			April 1/23	27.78	28.87	30.01	31.23	32.46	33.32	

Group	Pay Grade	Classification	Effective Date	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7
Maintenance	MA 1	Maintenance Worker I	Current	23.10	25.14					
			April 1/20	23.10	25.14					
			April 1/21	23.10	25.14					
			Sept. 1/22	23.39	25.45					
			April 1/23	23.86	25.96					
	MA 2	Maintenance Worker II	Current	26.14	28.53					
			April 1/20	26.14	28.53					
			April 1/21	26.14	28.53					
			Sept. 1/22	26.47	28.89					
			April 1/23	27.00	29.47					
	MA 3	Maintenance Worker III	Current	30.23	32.94					
			April 1/20	30.23	32.94					
			April 1/21	30.23	32.94					
			Sept. 1/22	30.61	33.35					
			April 1/23	31.22	34.02					
	MA 4	Horticultural Specialist	Current	30.76	33.67					
			April 1/20	30.76	33.67					
			April 1/21	30.76	33.67					
			Sept. 1/22	31.14	34.09					
			April 1/23	31.76	34.77					
MA 5	Maintenance Worker IV	Current	32.14	35.02						
		April 1/20	32.14	35.02						
		April 1/21	32.14	35.02						
		Sept. 1/22	32.54	35.46						
		April 1/23	33.19	36.17						
Engineering	PE 1	Power Engineer 4th Class	Current	33.72	36.51					
			April 1/20	33.72	36.51					
			April 1/21	33.72	36.51					
			Sept. 1/22	31.14	36.97					
			April 1/23	34.82	37.71					
	PE 2	Control Centre Operator	Current	36.00	39.52					
			April 1/20	36.00	39.52					
			April 1/21	36.00	39.52					
			Sept. 1/22	36.45	40.01					
			April 1/23	37.18	40.81					
	PE 3	Power Engineer 3rd Class	Current	36.48	39.52					
			April 1/20	36.48	39.52					
			April 1/21	36.48	39.52					
Sept. 1/22			36.94	40.01						
April 1/23			37.68	40.81						

Group	Pay Grade	Classification	Effective Date	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7
	PE 4	Senior Control Operator Power Plan Coordinator I	Current	37.52	41.22					
			April 1/20	37.52	41.22					
			April 1/21	37.52	41.22					
			Sept. 1/22	37.99	41.74					
	PE 5	Power Engineer 2nd Class	April 1/23	38.75	42.57					
			Current	42.24	45.91					
			April 1/20	42.24	45.91					
			April 1/21	42.24	45.91					
	PE 6	Power Plant Coordinator II	Sept. 1/22	42.77	46.48					
			April 1/23	43.63	47.41					
			Current	44.63	49.20					
			April 1/20	44.63	49.20					
Trades	TR 1	Locksmith	April 1/21	44.63	49.20					
			Sept. 1/22	45.19	49.82					
			April 1/23	46.09	50.82					
			Current	33.31	36.82					
	TR 2	Painter	April 1/20	33.31	36.82					
			Sept. 1/22	33.73	37.28					
			April 1/23	34.40	38.03					
			Current	34.24	37.55					
	TR 3	Carpenter Spraypainter	April 1/20	34.24	37.55					
			April 1/21	34.24	37.55					
			Sept. 1/22	34.67	38.02					
			April 1/23	35.36	38.78					
	TR 4	Signwriter/ Painter Mechanical Service Technician	Current	35.91	39.04					
			April 1/20	35.91	39.04					
			April 1/21	35.91	39.04					
			Sept. 1/22	36.36	39.53					
	TR 5	Instrumentation Tech I Plumber	April 1/23	37.09	40.32					
			Current	37.55	40.88					
			April 1/20	37.55	40.88					
			April 1/21	37.55	40.88					
			Sept. 1/22	38.02	41.39					
			April 1/23	38.78	42.22					
			Current	38.98	42.54					
			April 1/20	38.98	42.54					
			April 1/21	38.98	42.54					
			Sept. 1/22	39.47	43.07					
			April 1/23	40.26	43.93					
			Current	38.98	42.54					

Group	Pay Grade	Classification	Effective Date	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7			
TR 6		Electronics Technologist I	Current	40.38	43.51								
			April 1/20	40.38	43.51								
			April 1/21	40.38	43.51								
			Sept. 1/22	40.88	44.05								
			April 1/23	41.70	44.93								
TR 7		Industrial Mechanic Instrumentation Tech II	Current	40.22	43.57								
			April 1/20	40.22	43.57								
			April 1/21	40.22	43.57								
			Sept. 1/22	40.72	44.11								
			April 1/23	41.53	44.99								
TR 8		Electrician Electronics Technologist II Machinist Machinist/Industrial Mechanic Industrial Mechanic/Welder Medical Electronics Tech Machinist Technician Plumber/ Steamfitter Refrigeration Mechanic Temp. Control Mech - HVAC Facilities Technician	Current	41.59	44.90								
			April 1/20	41.59	44.90								
			April 1/21	41.59	44.90								
			Sept. 1/22	42.11	45.46								
			April 1/23	42.95	46.37								
			TR 9		Maintenance Planner Assistant Electrical Foreman	Current	42.61	46.03					
						April 1/20	42.61	46.03					
April 1/21	42.61	46.03											
Sept. 1/22	43.14	46.61											
April 1/23	44.00	47.54											
TR 10		Instrumentation Tech III	Current	42.20	46.51								
			April 1/20	42.20	46.51								
			April 1/21	42.20	46.51								
			Sept. 1/22	42.73	47.09								
			April 1/23	43.58	48.03								
TR 11		Lead Hand	Current	43.39	46.89								
			April 1/20	43.39	46.89								
			April 1/21	43.39	46.89								
			Sept. 1/22	43.93	47.48								
			April 1/23	44.81	48.43								

Group	Pay Grade	Classification	Effective Date	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7
Finance	FI 1	Financial Analyst	Current	33.94	37.50	40.97				
			April 1/20	33.94	37.50	40.97				
			April 1/21	33.94	37.50	40.97				
			Sept. 1/22	34.36	37.97	41.48				
			April 1/23	35.05	38.73	42.31				
	FI 2	Sr. Financial Analyst	Current	41.00	45.30	49.60				
			April 1/20	41.00	45.30	49.60				
			April 1/21	41.00	45.30	49.60				
			Sept. 1/22	41.51	45.87	50.22				
			April 1/23	42.34	46.79	51.22				
Information Technology	IT 1	IT Customer Support I	Current	25.91	27.26	28.69	30.14	31.64		
			April 1/20	25.91	27.26	28.69	30.14	31.64		
			April 1/21	25.91	27.26	28.69	30.14	31.64		
			Sept. 1/22	26.23	27.60	29.05	30.52	32.04		
			April 1/23	26.75	28.15	29.63	31.13	32.68		
	IT 2	IT Customer Support II	Current	30.14	31.72	33.39	35.05	36.80		
			April 1/20	30.14	31.72	33.39	35.05	36.80		
			April 1/21	30.14	31.72	33.39	35.05	36.80		
			Sept. 1/22	30.52	32.12	33.81	35.49	37.26		
			April 1/23	31.13	32.76	34.49	36.20	38.01		
	IT 3	IT Analyst I	Current	30.22	31.80	33.47	35.24	37.00	38.85	40.79
			April 1/20	30.22	31.80	33.47	35.24	37.00	38.85	40.79
			April 1/21	30.22	31.80	33.47	35.24	37.00	38.85	40.79
			Sept. 1/22	30.60	32.20	33.89	35.68	37.46	39.34	41.30
			April 1/23	31.21	32.84	34.57	36.39	38.21	40.13	42.13
	IT 4	IT Analyst II	Current	37.31	39.26	41.34	43.52	45.69	47.96	50.38
			April 1/20	37.31	39.26	41.34	43.52	45.69	47.96	50.38
			April 1/21	37.31	39.26	41.34	43.52	45.69	47.96	50.38
			Sept. 1/22	37.78	39.75	41.86	44.06	46.26	48.56	51.01
			April 1/23	38.54	40.55	42.70	44.94	47.19	49.53	52.03
Professional	PR 1	Coordinator I	Current	27.55	28.65	29.78	30.98	32.22	33.50	
			April 1/20	27.55	28.65	29.78	30.98	32.22	33.50	
			April 1/21	27.55	28.65	29.78	30.98	32.22	33.50	
			Sept. 1/22	27.89	29.01	30.15	31.37	32.62	33.92	
			April 1/23	28.45	29.59	30.75	32.00	33.27	34.60	
	PR 2	Coordinator II Trainer	Current	30.22	31.80	33.47	35.24	37.00	38.85	40.79
			April 1/20	30.22	31.80	33.47	35.24	37.00	38.85	40.79
			April 1/21	30.22	31.80	33.47	35.24	37.00	38.85	40.79
			Sept. 1/22	30.60	32.20	33.89	35.68	37.46	39.34	41.30
			April 1/23	31.21	32.84	34.57	36.39	38.21	40.13	42.13

Group	Pay Grade	Classification	Effective Date	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7
	PR 3	Human Resources Technician	Current	31.92	33.61	35.38	37.25	39.10	41.05	42.50
			April 1/20	31.92	33.61	35.38	37.25	39.10	41.05	42.50
			April 1/21	31.92	33.61	35.38	37.25	39.10	41.05	42.50
			Sept. 1/22	32.32	34.03	35.82	37.72	39.59	41.56	43.03
			April 1/23	32.97	34.71	36.54	38.47	40.38	42.39	43.89
	PR 4	Business Analyst	Current	37.31	39.26	41.34	43.52	45.69	47.96	50.38
			April 1/20	37.31	39.26	41.34	43.52	45.69	47.96	50.38
			April 1/21	37.31	39.26	41.34	43.52	45.69	47.96	50.38
			Sept. 1/22	37.78	39.75	41.86	44.06	46.26	48.56	51.01
			April 1/23	38.54	40.55	42.70	44.94	47.19	49.53	52.03

Addendum A: Local Conditions

Calgary Zone

Group	Pay Grade	Classification	Effective Date	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7
Technical		Web Administrator ¹	Current	26.53	29.05	31.62				
			April 1/20	26.53	29.05	31.62				
			April 1/21	26.53	29.05	31.62				
			Sept. 1/22	26.86	29.41	32.02				
			April 1/23	27.40	30.00	32.66				

Dr. Cooke Extended Care Centre

Group	Pay Grade	Classification	Effective Date	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7
		Therapy Assistant	Current	23.80	24.83	25.82	26.86	27.85	28.81	
			April 1/20	23.80	24.83	25.82	26.86	27.85	28.81	
			April 1/21	23.80	24.83	25.82	26.86	27.85	28.81	
			Sept. 1/22	24.10	25.14	26.14	27.20	28.20	29.17	
			April 1/23	24.58	25.64	26.66	27.74	28.76	29.75	

¹ Former Calgary Health Region

Addendum B: Current Incumbents Only

South Zone

Group	Pay Grade	Classification	Effective Date	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7
Medical Support Group		Community Health Representative ²	Current	26.74	27.66	28.54	29.51	30.49	31.48	
			April 1/20	26.74	27.66	28.54	29.51	30.49	31.48	
			April 1/21	26.74	27.66	28.54	29.51	30.49	31.48	
			Sept. 1/22	27.07	28.01	28.90	29.88	30.87	31.87	
			April 1/23	27.61	28.57	29.48	30.48	31.49	32.51	

Edmonton Zone

Group	Pay Grade	Classification	Effective Date	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7
		Media Producer	Current	34.32	35.54	36.82	38.12	39.47	40.88	42.33
			April 1/20	34.32	35.54	36.82	38.12	39.47	40.88	42.33
			April 1/21	34.32	35.54	36.82	38.12	39.47	40.88	42.33
			Sept. 1/22	34.75	35.98	37.28	38.60	39.96	41.39	42.86
			April 1/23	35.45	36.70	38.03	39.37	40.76	42.22	43.72
Maintenance	MA5	Upholsterer	Current	31.65	34.63					
			April 1/20	31.65	34.63					
			April 1/21	31.65	34.63					
			Sept. 1/22	32.05	35.06					
			April 1/23	32.69	35.76					

² Former Chinook Health Region

Addendum C: Salary Schedule for Lamont Health Care Centre

Group	Pay Grade	Classification	Effective Date	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7
Clerical	1.1	Clerk Junior	Current	18.95	20.73					
			April 1/20	18.95	20.73					
			April 1/21	18.95	20.73					
			Sept. 1/22	19.19	20.99					
			April 1/23	19.57	21.41					
	1.2	Clerk I	Current	20.17	22.27					
			April 1/20	20.17	22.27					
			April 1/21	20.17	22.27					
			Sept. 1/22	20.42	22.55					
			April 1/23	20.83	23.00					
	1.3	Clerk II	Current	21.18	23.41					
			April 1/20	21.18	23.41					
			April 1/21	21.18	23.41					
			Sept. 1/22	21.44	23.70					
			April 1/23	21.87	24.17					
	1.4	Clerk III Unit Clerk	Current	22.79	23.68	24.63	25.59	26.62	27.69	
			April 1/20	22.79	23.68	24.63	25.59	26.62	27.69	
			April 1/21	22.79	23.68	24.63	25.59	26.62	27.69	
			Sept. 1/22	23.07	23.98	24.94	25.91	26.95	28.04	
			April 1/23	23.53	24.46	25.44	26.43	27.49	28.60	
1.5	Medical Transcriptionist	Current	26.07	28.65	29.78					
		April 1/20	26.07	28.65	29.78					
		April 1/21	26.07	28.65	29.78					
		Sept. 1/22	26.40	29.01	30.15					
		April 1/23	26.93	29.59	30.75					
Food Services	2.1	Food Services Worker	Current	18.23	19.96	21.74				
			April 1/20	18.23	19.96	21.74				
			April 1/21	18.23	19.96	21.74				
			Sept. 1/22	18.46	20.21	22.01				
			April 1/23	18.83	20.61	22.45				
	2.2	Cook I	Current	23.20	25.59					
			April 1/20	23.20	25.59					
			April 1/21	23.20	25.59					
			Sept. 1/22	23.52	25.91					
			April 1/23	23.99	26.43					

Group	Pay Grade	Classification	Effective Date	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7
Cleaning	3.1	Cleaning Housekeeping/ Laundry Aide	Current	18.23	19.96	21.74				
			April 1/20	18.23	19.96	21.74				
			April 1/21	18.23	19.96	21.74				
			Sept. 1/22	18.46	20.01	22.01				
			April 1/23	18.83	20.61	22.45				
	3.2	Assisted Living Attendant	Current	19.91	21.74					
			April 1/20	19.91	21.74					
			April 1/21	19.91	21.74					
			Sept. 1/22	20.16	22.01					
			April 1/23	20.56	22.45					
Medical Support	4.1	Recreation Attendant (without Course)	Current	18.23	19.21	19.81	20.44	21.10	21.59	
			April 1/20	18.23	19.21	19.81	20.44	21.10	21.59	
			April 1/21	18.23	19.21	19.81	20.44	21.10	21.59	
			Sept. 1/22	18.46	19.45	20.06	20.70	21.36	21.86	
			April 1/23	18.83	19.84	20.46	21.11	21.79	22.30	
	4.2	Recreation Attendant (with Course)	Current	18.78	19.38	20.19	20.80	21.59	22.22	
			April 1/20	18.78	19.38	20.19	20.80	21.59	22.22	
			April 1/21	18.78	19.38	20.19	20.80	21.59	22.22	
			Sept. 1/22	19.01	19.62	20.44	21.06	21.86	22.50	
			April 1/23	19.39	20.01	20.85	21.48	22.30	22.95	
	4.3	Surgical Processor	Current	22.79	23.61	24.37	25.13	25.94		
			April 1/20	22.79	23.61	24.37	25.13	25.94		
			April 1/21	22.79	23.61	24.37	25.13	25.94		
			Sept. 1/22	23.07	23.91	24.67	25.44	26.26		
			April 1/23	23.53	24.39	25.16	25.95	26.79		
	4.4	Senior Surgical Processor	Current	24.07	25.09	26.13	27.12	28.07	29.15	
			April 1/20	24.07	25.09	26.13	27.12	28.07	29.15	
			April 1/21	24.07	25.09	26.13	27.12	28.07	29.15	
			Sept. 1/22	24.37	25.40	26.46	27.46	28.42	29.51	
			April 1/23	24.86	25.91	26.99	28.01	28.99	30.10	
4.5	Therapy Assistant	Current	24.17	25.21	26.20	27.20	28.32	29.29		
		April 1/20	24.17	25.21	26.20	27.20	28.32	29.29		
		April 1/21	24.17	25.21	26.20	27.20	28.32	29.29		
		Sept. 1/22	24.47	25.53	26.53	27.54	28.67	29.66		
		April 1/23	24.96	26.04	27.06	28.09	29.24	30.25		

Group	Pay Grade	Classification	Effective Date	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7
	4.6	Pharmacy Assistant (without Course)	Current	21.84	22.64	23.46	24.26	25.08		
			April 1/20	21.84	22.64	23.46	24.26	25.08		
			April 1/21	21.84	22.64	23.46	24.26	25.08		
			Sept. 1/22	22.11	22.92	23.75	24.56	25.39		
			April 1/23	22.55	23.38	24.23	25.05	25.90		
Maintenance	5.1	Maintenance Worker I	Current	21.32	23.61					
			April 1/20	21.32	23.61					
			April 1/21	21.32	23.61					
			Sept. 1/22	21.59	23.91					
			April 1/23	22.02	24.39					
	5.2	Maintenance Worker II	Current	24.76	27.34					
			April 1/20	24.76	27.34					
			April 1/21	24.76	27.34					
			Sept. 1/22	25.07	27.68					
			April 1/23	25.57	28.23					
	5.3	Maintenance Worker III	Current	29.88	32.79					
			April 1/20	29.88	32.79					
			April 1/21	29.88	32.79					
			Sept. 1/22	30.25	33.20					
			April 1/23	30.86	33.86					

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

Signed this _____ day of _____, 2022.

ON BEHALF OF ALBERTA HEALTHSERVICES

WITNESS

ON BEHALF OF LAMONT HEALTH CARE CENTRE.

WITNESS

ON BEHALF OF THE ALBERTA UNION OF PROVINCIAL EMPLOYEES

WITNESS

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

ON BEHALF OF THE EMPLOYER
BARGAINING TEAM

ON BEHALF OF THE UNION
BARGAINING TEAM

DATE: _____

DATE: _____

LETTER OF UNDERSTANDING #1**BETWEEN****ALBERTA HEALTH SERVICES****-and-****ALBERTA UNION OF PROVINCIAL EMPLOYEES****RE: SEVERANCE FOR CONTRACTING OUT, ORGANIZATIONAL CHANGE OR TECHNOLOGICAL CHANGE****Purpose**

1. ~~The Parties agree that the primary purpose of the Severance Program (the Program) is to recognize the contribution of Employees, to allow Employees to leave the system with dignity, to minimize disruption, and to ensure quality and continuity of services. Severance is one of the human resources management tools to assist with contracting out, organizational change and technological change.~~

Contracting Out

2. ~~(a) The Parties recognize the important contribution the Employees make in the delivery of support services, and are committed to ensure job security where reasonably possible. To this end, it is understood by the Parties that this Employer will consult with the Union as soon as reasonably possible and at a minimum, ninety (90) days prior to any workforce adjustment resulting from a decision to discontinue a program or undertaking in an effort to explore alternatives to minimize the impact of the decision.~~
 - ~~(b) In the event of an adjustment, as outlined in (a) above, the Parties agree to work towards the implementation and utilization of voluntary measures, including but not limited to voluntary Leaves of Absence, transfers, and voluntary separation programs, including early retirement, job sharing or severance agreements, in order to minimize the impact on Employees.~~

Severance Offering and Eligibility

3. ~~The Program will be offered in accordance with the provisions of this Letter of Understanding, over a period of time beginning the date on which the Parties exchange notice of ratification for this Collective Agreement.~~
4. ~~(a) Severance will be offered only as a result of contracting out, organizational change and technological change that results in the permanent reduction in the number of Regular Employees within a fifty (50) kilometre radius of the affected Regular Employee's site.~~
 - ~~(b) Employees on full layoff will not be eligible to apply for the Program.~~
 - ~~(c) The timing and extent of application periods and of the offering will be determined by the Employer.~~

5. ~~Notwithstanding 4 above, severance shall not be offered where the permanent reduction in the number of Regular Employees in the bargaining unit occurs as a result of:~~
- ~~(a) — A Regular Employee exercising their rights under Letter Understanding #4 Re: Mutual Agreement to Adjust FTE's; or~~
 - ~~(b) — A Regular Employee's position moving or being moved into a different functional bargaining unit.~~
6. ~~The Program, when offered by the Employer, will be open to all eligible affected Regular Employees within the bargaining unit as of the date of the Program offering. An approved severance will be calculated as follows:~~
- ~~(a) — The equivalent of two (2) weeks regular salary for each full year of continuous service to a maximum payment of forty (40) weeks.~~
 - ~~(b) — Regular salary = (regularly scheduled hours of work as at date of application for the program) X (Basic Rate of Pay).~~
 - ~~(c) — Partial years will be pro-rated.~~

Severance Approval

7. ~~(a) — Subject to operational requirements, if there are more Employees wishing to take severance than there are positions to be eliminated, severance shall be granted in order of seniority.~~
- ~~(b) — A Regular Employee who has received layoff notice in accordance with Clause 16.02 and for whom no alternate vacant position is available within a fifty (50) kilometre radius of the Employee's site, shall have the option to select either of:~~
- ~~(i) — layoff with recall rights as specified in Article 16: Layoff and Recall of the Collective Agreement; or~~
 - ~~(ii) — severance as offered by the Employer in accordance with this Letter of Understanding.~~
- ~~(c) — The Employer reserves the right to determine the date of termination and once approved, the decision to take severance and terminate employment is irrevocable.~~

Operation of the Program

8. ~~The Employer will only consider a severance application from an Employee on sick leave, WCB, STD or LTD where the Employee has provided medical evidence to the Employer that they are fit to return to work.~~
9. ~~Regular Employees whose applications for the Program are approved will terminate their employment and have no right to recall under the Layoff and Recall Article of the Collective Agreement.~~
10. ~~(a) — Employees whose application for severance are approved will not be eligible for rehire by this Employer or any Employer or agency funded directly or indirectly by the Employer paying the severance for the period of the severance.~~

~~(b) — The Employee may be considered for hire by an Employer referred to in (a) provided they repay the Employer from whom the severance was received the difference, if any, between the date they were terminated and the length of time for which the severance was paid.~~

~~11. — Severance shall be provided at the request of the Employee as:~~

~~(v) — a lump sum;~~

~~(vi) — contribution to an RRSP of the Employee's choice;~~

~~(vii) — any combination of the above; or~~

~~(viii) — other provisions as agreed by the Employer and the Employee.~~

~~12. — Severance pay provided under this Letter of Understanding shall be deemed to be inclusive of any and all legislative requirements for termination notice.~~

ON BEHALF OF THE EMPLOYER

ON BEHALF OF THE UNION

RENEW
LETTER OF UNDERSTANDING #2
BETWEEN
ALBERTA HEALTH SERVICES
- and -
ALBERTA UNION OF PROVINCIAL EMPLOYEES

RE: MULTIPLE POSITIONS

The Parties agree that this Letter of Understanding applied to Employees who hold more than one (1) position within the Bargaining Unit and Employees who subsequently attain more than one (1) position within the Bargaining Unit.

1. An Employee is responsible for notifying their supervisor that the Employee is employed in multiple positions with the Employer.
2. Employees occupying two (2) or more Regular Part-time positions shall have their regularly scheduled hours in the Regular Part-time positions combined for the purposes of determining eligibility for vacation, sick leave, supplementary health and dental benefits, disability, life insurance and pension benefits.
3. Employees shall not be employed within the bargaining unit in greater than a full-time capacity, or in multiple positions where their schedules for the positions require them to work in excess of the regular daily hours of work. In the event that an Employee occupies two (2) or more Part-time positions in the same classification, the total hours worked in those positions will count towards their next increment.
4. Hours worked in Part-time positions in different classifications shall be considered separately for the purposes of increment accrual.
5. An Employee who holds multiple positions may work additional shifts, however, it is intended that the total hours will not normally exceed full-time hours.
6. An Employee who accepts multiple positions acknowledges the Employer's requirement to manage shift scheduling based on operational need. If the schedules of the Part-time positions are in conflict (including schedules that require an Employee to work in excess of the regular daily work hours), or if a schedule changes, the Employee is required to notify each of the Employee's managers of the scheduling conflict, and may be required to relinquish one of the positions. Should an Employee be required to resign from a position(s) under these circumstances, they 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.
7. An Employee is required to notify and obtain approval, when necessary, from each of their managers for a leave of absence.
8. An Employee who holds multiple positions shall have their earliest "seniority date" recognized for the purposes of Article 15: Seniority.

- 9. (a) Probation shall apply separately to each Part-time position in accordance with Article 14: Probation. Probation is completed when the Employee successfully reaches the required hours in any of the positions the Employee holds. Subsequent positions will revert to a trial period in accordance with provisions of the Collective Agreement.
- (b) Trial periods shall apply separately to each Part-time position in accordance with Clause 17.06. In circumstances where an Employee has not vacated a Regular position there is no obligation to return the Employee to any position.
- 10. 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 of hours shall advise the Employer prior to accepting the additional work if this will result in overtime payment.
- 11. Each Part-time position shall be considered separately in determining eligibility for:
 - (a) Article 16: Layoff and Recall;
 - (b) Article 20: Hours of Work;
 - (c) Article 26: Shift and Weekend Differential;
 - (d) Article 27: Named Holidays;
 - (e) Article 28: Annual Vacation; and
 - (f) Article 33: Terms, Conditions and Benefits Applicable to Temporary Casual Employees

ON BEHALF OF THE EMPLOYER

ON BEHALF OF THE UNION

RENEW
LETTER OF UNDERSTANDING #3
BETWEEN
ALBERTA HEALTH SERVICES
- and -
ALBERTA UNION OF PROVINCIAL EMPLOYEES

RE: TEN (10) MONTH POSITIONS IN SCHOOLS

Subject to agreement by the Employer and the Union, the following terms and conditions have been agreed for Employees hired into ten (10) month positions in schools:

Cycle of the Shift Schedule

The definition for a cycle of a shift schedule shall mean a twelve (12) month period in which the shift cycle will repeat itself.

Employee FTE

Employees will be hired as Permanent Part-time Employees.

Shift Schedule

Scheduled hours of work will be such that all hours for an FTE will be scheduled during the period of September through June of each year. This scheduling will mirror the school term. Unscheduled days for each FTE will be provided in the months after the school term (i.e. July, August of each year). Scheduled days of rest will be Saturday and Sunday.

Overtime

Employees will be eligible for overtime as outlined in Article 22. The unscheduled days are not considered scheduled days of rest.

Vacation

Employees will be eligible for vacation time. Unless mutually agreed to between the Employee and the Employer, vacation shall be taken during the school year.

Sick Leave

Sick leave benefits for eligible Employees will be payable during the period where Employees are scheduled to work. Should an Employee become ill during the period of unscheduled hours no sick benefits will be payable.

Long-Term Disability

If an eligible Employee becomes disabled anytime during the period of scheduled working hours benefits will be payable during the period of scheduled hours. Employees will follow the normal waiting periods for long-term disability. No money will be payable until their first (1st) scheduled day of work.

If a disability occurs while an Employee is on unscheduled days, no payment will be received until

such time as they are regularly scheduled to work. The normal waiting periods would apply.

Benefit Premiums

During the period of unscheduled hours, benefits will continue for eligible Employees. Premiums owing during this period will be recovered on the first (1st) pay cheque when Employees are scheduled to work.

ON BEHALF OF THE EMPLOYER

ON BEHALF OF THE UNION

RENEW
LETTER OF UNDERSTANDING #4
BETWEEN
ALBERTA HEALTH SERVICES
- and -
ALBERTA UNION OF PROVINCIAL EMPLOYEES

RE: MUTUAL AGREEMENT TO ADJUST FTEs

WHEREAS the Parties see the mutual value in:

- Providing Employees with confirmation of their full-time equivalent (FTE):
- Defining approaches to enable the adjustment of FTEs for Employees where mutually agreed; and
- Developing larger FTEs and more full-time positions;

The Parties agree as follows:

1. At the time of hire or transfer, the Employer shall state, in writing to the Employee, the Employee's current FTE. Pursuant to this Letter of Understanding, such FTE may be amended by mutual agreement between the Employer and the 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 the 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 Article 17: Promotions, Transfers and Vacancies or Article 16: 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

ON BEHALF OF THE UNION

RENEW
LETTER OF UNDERSTANDING #5
BETWEEN
ALBERTA HEALTH SERVICES
- and -
ALBERTA UNION OF PROVINCIAL EMPLOYEES

RE: REMOTE OR HYBRID WORK ARRANGEMENT AGREEMENT

This Letter of Understanding shall apply to Employees who agree with the Employer to a Remote or Hybrid Work Arrangement. Unless an approved Remote or Hybrid Work Arrangement Agreement is in place between an Employee and the Employer, work will be completed at an assigned Employer Site as directed by the Employer.

All responsibilities and performance expectations will apply during the Remote or Hybrid Work Arrangement.

The Collective Agreement applies to Employees covered by this Remote or Hybrid Work Arrangement agreement except as modified below.

Definitions

A “Remote or Hybrid Work Arrangement” shall mean work performed by Employees who use computers and telecommunication equipment to work at an approved Remote Site approved by the Employer. This work may be performed at the approved Remote Site for all or a subset of scheduled shifts as approved by the Employer.

A “Remote Work Arrangement” shall mean work performed by Employees who use computers and telecommunication equipment to work at an approved Remote Site.

A “Hybrid Work Arrangement” shall mean work performed by Employees who use computers and telecommunication equipment to work from both an Employer/contracted service provider/client/patient Site(s) (as appropriate) and an approved Remote Site.

An “Employer Site” shall mean any facility, property, or ground owned, operated, leased or funded by the Employer.

An approved “Remote Site” shall mean any location that is not an Employer facility, property, or ground owned, operated, leased or funded by the Employer.

The “Assigned Site” shall mean a single Employer Site assigned to an Employee as designated by the Employer at the time of entering a Remote or Hybrid Work Arrangement Agreement (i.e. home site).

Terms of Agreement

1. An Employee or the Employer may discontinue the Remote or Hybrid Work Arrangement by providing sixty (60) calendar days written notice to the other Party, or such shorter period as may be mutually agreed between the Employee and Employer.

2. Where the Employer identifies issues with the performance of an Employee working remotely, the Employer may require that the Employee report to work at their Assigned Site, or another Employer Site by mutual agreement, to enable such issues to be addressed.
3. The sixty (60) calendar days' notice period shall not apply when the Employee is removed from the agreement for cause.
4. The Employee shall be directed to report to the Employee's Assigned Site when the Remote or Hybrid Work Arrangement is discontinued in accordance with the above.
5. An Employee may be temporarily reassigned to an alternate Employer Site, within fifty (50) kilometers of the Employee's Assigned Site, or another Employer Site by mutual agreement, for operational reasons.
6. Nothing in the Remote or Hybrid Work Arrangement agreement prevents the Employer from disciplining or terminating an Employee in accordance with Article 9: Discipline, Dismissal and Termination of the Collective Agreement.
7. It is expected that the Employee be available for work during scheduled hours as posted, unless pre-approved by the Employer.
8. An Employee shall not be entitled to shift and/or weekend differential except when directed by the Employer to work during hours that qualify for shift and/or weekend differential.
9. An Employee shall not be entitled to overtime payment except when directed by the Employer to work in excess of the normal hours of work as defined in Article 20: Hours of Work or Article 21: Extended Hours of Work of the Collective Agreement.
10. Articles 24.01, 24.02 and 24.05 (Call Back) will be amended as follows:
 - 24.01 (a) When a Regular Full-time Employee is called back to work at an Employer Site outside of scheduled working hours, they shall be paid for all time worked at overtime rates or a minimum of two (2) hours at overtime rates, whichever is the greater.
 - (b) A Regular Part-time Employee who has completed a shift and is called back and required to return to work at an Employer Site outside the Regular Part-time Employee's regular hours, shall be paid for the call at overtime rates or a minimum of two (2) hours at overtime rates, whichever is greater.
 - (c) Such Employee shall be reimbursed for a round trip between their place of employment and their home at the Government of Alberta rates per kilometer.
 - (d) A subsequent call within two (2) hours of the original call shall be considered one (1) call for the purpose of determining minimum call-back pay.
- 24.02 An Employee who is called back to work at an Employer Site on a Named Holiday in accordance with Clause 24.01, shall receive two and one-half times (2 1/2X) their Basic Rate of Pay for the actual hours worked or a minimum of two (2) hours whichever is greater.
- 24.05 When an Employee is consulted by telephone or electronic method and has been:

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

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.

- 11. An Employee shall be entitled to include travel time as part of their scheduled shift when travel time is required and approved during their scheduled shift between Employer Sites.
- 12. An Employee shall be entitled to claim mileage in accordance with Article 38: Transportation and Subsistence when business travel is required and approved between Employer Sites.
- 13. The Employee shall be available to attend work at the Employee’s Assigned Site or at an alternate Employer Site within fifty (50) kilometers of the Employee’s Assigned Site, or another Employer Site by mutual agreement for meetings, training, in-services, projects, performance appraisals, or other work required to be completed onsite as directed by the Employer.
- 14. An Employee shall be reimbursed for necessary parking expenses at sites other than their Assigned Site in accordance with Employer policy.
- 15. The Employer may visit the approved Remote Site for business and inspection purposes, however, the Employee will receive twenty-four (24) hours notice or such shorter period as mandated by law in advance of such visits. Such visits will occur during normal business hours of the administrative offices of the Employer, except in cases of emergency.
- 16. The Employee shall report all of their absences from work to their immediate supervisor or designate.
- 17. It is understood that dependent care provisions will be in place during hours of work.

ON BEHALF OF THE EMPLOYER

ON BEHALF OF THE UNION

REMOTE OR HYBRID WORK ARRANGEMENT AGREEMENT
TERMS AND CONDITIONS

Equipment:

1. The Employer will provide one set of applicable ~~an~~ Information Technology (IT) equipment required for the Remote or Hybrid Work Arrangement. A written inventory of equipment will be maintained throughout the life of the arrangement. Equipment provided (with applicable software) will be dependent upon job requirements as determined by the Employer.
2. All Employer issued equipment shall be the cost, responsibility, and property of the Employer. The Employer will provide maintenance and repair of its equipment as a result of normal usage. The Employee will be responsible for the pick-up, exchange and return of the equipment to the appropriate Employer Site for the purposes of repair, replacement or upgrades (follow “Bringing Equipment On Site” procedure).
3. The Employee shall be responsible for the cost of repairs to equipment that result from non-work related incidents. Costs incurred by the Employer in repairing equipment resulting from non-work related incidents shall be deducted from the Employee’s next payroll cheque, or by some other arrangements acceptable to the Employer.
4. The initial implementation and final dismantling costs at the Remote Site will be the responsibility of the Employee. Any change in the Remote Site location must be approved by the Employer in advance. If the Employee moves and does not pay for the move and reconnection of equipment and related resources, the Remote or Hybrid Work Arrangement will automatically terminate and the employee will be required to report to an assigned Employer Site for regular assigned shifts. Costs associated with implementation and dismantling resulting from the Employee moving residences will be the responsibility of the Employee and must meet the Employer’s standards.
5. Equipment, supplies and Employer information in the possession of the Employee must be returned to the Employer within 24 hours of the termination of a Remote or Hybrid Work Arrangement, or employment.
6. Use of all Employer provided equipment must adhere to the Employer policies (e.g. IT Acceptable Use Policy).
7. The Employee will be responsible for the safe-keeping and security of all provided equipment.
8. The Employer is not responsible for the use of, support, or payment for any Employee owned or leased equipment and software (e.g. monitors; printers).

Confidentiality/Security/Insurance:

1. The Remote or Hybrid Work Arrangement Employee must:
 - (a) maintain privacy, ensure confidentiality and security of information at the Remote Site in a location which is isolated from distractions and conducive to work;
 - (b) pay all necessary personal home expenses such as heat, power, insurance, and high-speed internet connectivity with adequate performance required to fulfill the duties of their job;
 - (c) not print any Employer or Patient information at a Remote Site or any other non-Employer Site;
 - (d) inform their insurance company in writing as to the existence of the Remote or Hybrid Work Arrangement, including the fact that the equipment is the property of the Employer and covered by Employer insurance but that the Employee will be using it in their home;
 - (e) immediately report all thefts to the Police and the Employer Department/Program; and
 - (f) ensure that no unauthorized person has access to Employer IT resources, including computers, virtual private network (VPN) devices and mobile devices.
2. It is recommended that the Employee advise their automobile insurance company of the requirement to occasionally use their vehicle for business purposes.
3. Use of software, systems, applications or data shall be in accordance with the Employer's policy. Only those that are necessary, as part of normal assigned duties shall be loaded on the computer supplied by the Employer. Equipment supplied by the Employer shall only be used for the purpose of completing Alberta Health Services work.
4. The Employee shall strictly adhere to all system and application security procedures. System passwords must not be divulged.
5. Employer and Patient information is not to be saved on Employee's personal devices. Any hard copy paper documents containing confidential information shall be returned in a secure manner to the Employer for destruction.
6. All Employer policies regarding information security and privacy, appropriate access to information, and appropriate use of internet and Employer IT resources apply to working from a remote work location, as they would in a designated Employer Site.
7. The Employee's work area in their residence is considered a worksite, and as a result compliance with *Alberta Occupational Health and Safety Act, Code, and Regulations* is required.

Employees must report any work-related injury to their supervisor and through the Employer's safety reporting system (e.g. MySafetyNet) immediately.

Employees must complete the Employer Workplace Health and safety – Working Alone online course on MyLearningLink within three (3) months of commencing a Remote or Hybrid Work Arrangement.

I have read, understood and agree to the above Terms and Conditions. I have received and reviewed the attached enclosures.

Assigned Site: _____

Approved Remote Site: _____

Employee

Date

Enclosures:

Copy of Letter of Agreement

Absence Procedure

Downtime Procedure

Bringing Equipment On Site Procedure

RENEW
LETTER OF UNDERSTANDING #6
BETWEEN
ALBERTA HEALTH SERVICES
- and -
ALBERTA UNION OF PROVINCIAL EMPLOYEES

RE: JOINT TASK FORCE

The Parties recognize a value of an ongoing forum within which to discuss and seek to resolve issues of common concern.

There are issues of concern between the Parties that would benefit from joint study, discussion, and resolution outside of the collective bargaining process. Similarly, other issues of joint concern may arise which the Parties may agree would benefit from joint study and discussion.

The Joint Task Force shall:

- Establish a schedule of meetings to be held quarterly or as otherwise mutually agreed, to carry out its work, ensuring that meetings are held regularly as necessary in carrying out the Joint Task Force's responsibilities.
 - Establish and maintain a work plan to address the Joint Task Force's responsibility for the issues listed below, and such other issues as the Joint Task Force may agree to undertake from time-to-time.
 - Encourage a collaborative consensus based decision-making process wherever possible within an open and transparent process.
 - Establish a mechanism for communication with the Parties and other stakeholders and the Joint Task Force will adhere to that protocol. The Parties agree to abide by the protocol adopted by the Joint Task Force in the interests of avoiding mixed messages during the Joint Task Force's proceedings.
1. The Joint Task Force will be comprised of:
 - (a) One (1) member from each General Support Services Local appointed by the Alberta Union of Provincial Employees;
 - (b) Up to an equal number of members appointed by Alberta Health Services (to the number of Union members in (a)); and
 - (c) Labour Relations representatives from each Party.
 2. The Joint Task Force's purpose will be to:
 - (a) exchange information and relevant data;
 - (b) engage in discussion;
 - (c) make recommendations regarding the ongoing administration of the Collective Agreement.

3. The topics discussed by the Joint Task Force may include, but shall not be limited to:
 - (a) The effectiveness of the Employee-Management Advisory Committees (EMACs) at the site level;
 - (b) The utilization of flexible spending accounts;
 - (c) Labour-management partnering on Employee wellness initiatives;
 - (d) Issue arising from Layoff and Recall processes;
 - (e) Issues arising from hours of work and scheduling;
 - (f) Staffing and workload;
 - (g) Issues arising from Promotions, Transfers and Vacancies; and
 - (h) Other issues of mutual interest agreed to by the Parties.
4. **Expected Outcomes**

Quarterly, or as otherwise mutually agreed, and also upon completion of its consideration of any specific issue, the Joint Task Force will report to the Parties on what it has done and what it is working on, along with such joint statements or recommendations as it chooses to make.

If the Joint Task Force makes a recommendation(s) to a specific issue, the Parties agree to meet within sixty (60) days to engage in good-faith discussions to determine the appropriate disposition of the recommendations.
5. After thorough and meaningful discussions and a review of relevant information, if the Joint Task Force identifies barriers to success for a particular issue(s), either Party may request the assistance of a third party to resolve the specific issue(s). The third party person will be chosen from a list of three (3) individuals (whom the Parties have agreed to) from persons with experience on the issue(s) involved from the health care labour relations environment who are viewed as neutral between the Parties and skilled in facilitation processes. The Parties may agree to group unresolved issues. The Parties agree to share equally the cost and expenses of a third party.
6. The Joint Task Force shall conduct on-going evaluations to ensure effectiveness. The Joint Task Force shall review terms of reference outlining the Joint Task Force's purpose, its key functions, and Joint Task Force membership.
7. All Joint Task Force deliberations are without prejudice to the Parties' position in future collective bargaining and in respect to any present or future arbitration under the Collective Agreement.

- 8. The Parties agree to pay the expenses of their own members on the Joint Task Force, including any administrative support.

ON BEHALF OF THE EMPLOYER

ON BEHALF OF THE UNION

AMEND
LETTER OF UNDERSTANDING #7
BETWEEN
ALBERTA HEALTH SERVICES
- and -
ALBERTA UNION OF PROVINCIAL EMPLOYEES

RE: FLEXIBLE SPENDING ACCOUNT

Flexible Spending Account (FSA)

1. **Eligibility**

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

2. **Calculation**

The FSA will be calculated as follows:

~~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 December 1st (eligibility date) of each year.~~

Effective January 1, 2023, the FSA will be calculated as follows:

~~Nine hundred dollars (\$900.00)~~ **Two thousand seven hundred and fifty dollars (\$2750.00)** to be allocated to each eligible Full-time Employee and prorated for each eligible Part-time Employee based on their FTE as of the last day of the pay period immediately prior to December 1st (eligibility date) of each year.

3. **Utilization**

The FSA may be used for the following purposes:

- (a) Reimbursement for expenses associated with professional development including:
 - (i) tuition costs or course registration fees;
 - (ii) travel costs associated with course attendance;
 - (iii) professional journals; and
 - (iv) books or publications.
- (b) Reimbursement for the cost of professional registration or voluntary association fees related to the Employee's discipline.

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

4. **Allocation**

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

- (d) Reimbursement will be provided by the Employer upon submission of an original receipt.

5. **Implementation**

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

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

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

ON BEHALF OF THE EMPLOYER

ON BEHALF OF THE UNION

RENEW
LETTER OF UNDERSTANDING #8
BETWEEN
ALBERTA HEALTH SERVICES
- and -
ALBERTA UNION OF PROVINCIAL EMPLOYEES

RE: APPRENTICESHIP PROGRAM – AUPE GENERAL SUPPORT SERVICES

Implementing an Apprenticeship Program in Alberta Health Services provides opportunity to address current and forecasted recruitment needs.

1. Apprenticeship positions will be created as regular positions with an expiry date of up to four (4) years, six (6) months.
2. Apprentices shall be paid no less than the applicable percentage rate of the trade rate as established by the Apprenticeship Board. Internal applicants accepted into the Program will not have their rate reduced as a result of participating in the Program and, if warranted, their rate of pay will be red-circled.
3. Recruitment into apprentice positions shall be in accordance with the Collective Agreement.
4. While attending the school portion of the Apprenticeship Program, the participants will be on a leave of absence with pay at their Basic Rate of Pay.
5. While attending the school portion of the Apprenticeship Program, the participants' benefits and premium cost-share will continue in accordance with the Collective Agreement.
6. There will be no guarantee of employment following completion of the Program. Apprentices will be placed into regular positions in accordance with the Collective Agreement.
7. Alberta Health Services will reimburse Apprentices for the cost of tuition and text books upon successful completion of that year's Program.
8. Apprentices will be required to sign a return service agreement for a period of one (1) year following completion of each year of the Apprenticeship Program.
9. In the event the Employee terminates during the one (1) year period, they will be required to reimburse the Employer the cost of the paid leave and tuition/books prorated to the time remaining in the one (1) year commitment. For example, if an Employee resigns after completing nine (9) months of the Return Service Agreement, they will be required to reimburse the Employer for three twelfths (3/12^{ths}) of the cost of the paid leave and tuition.

10. Following successful completion of the Apprenticeship Program, the position will be extended by a period of up to six (6) months during which time the Employee is required to apply on positions in their trade that are posted in Alberta Health Services. During this period, the Employee will be paid at the start rate of the applicable trade classification. This six (6) month period will be considered towards the completion of the Employee’s final one (1) year return service commitment with Alberta Health Services.
11. In the event the Employee, after having applied on applicable postings, is unable to obtain employment with Alberta Health Services within the six (6) month period following their completion of the Program, or is terminated through no fault of their own during the Program, the return service commitment shall be waived.
12. In the event of failure of an exam, the Program participant will be given one (1) opportunity to re-write the exam and obtain a passing mark. Employees who do not pass the exam on their second (2nd) attempt will be subject to termination of employment.
13. The apprentice may be required to transfer between sites and complete a practicum at a site different than their own. Employees will be reimbursed for travel expenses in accordance with Employer Policy.
14. To ensure those applying to the Program have a genuine interest for the trade, a trial period/job shadowing period may be available to them.
15. If, within one (1) year of having started the Program, the apprentice decides to withdraw from the Program or is not successful, Alberta Health Services may assign the Employee to their former position (if still available) or another similar position within the site which is consistent with the Employee’s abilities and qualifications. In the event there are no positions available, and the Employee has not found alternate employment with Alberta Health Services, the Employee will be terminated.
16. Apprentices shall be covered by the terms of the Collective Agreement applicable to Regular Full-time Employees except that the following provisions shall not apply:
 - (a) Layoff and Recall.
 - (b) Grievance procedure in the event an Apprentice is terminated upon completion of the Program, or as a result of not fulfilling the requirements of the Apprenticeship Program.

ON BEHALF OF THE EMPLOYER

ON BEHALF OF THE UNION

**AMEND
LETTER OF UNDERSTANDING #9
BETWEEN
ALBERTA HEALTH SERVICES
- and -
ALBERTA UNION OF PROVINCIAL EMPLOYEES**

**RE: PRECEPTOR PAY FOR UNIT CLERKS, LABORATORY ASSISTANT I AND II,
SURGICAL PROCESSORS AND MEDICAL TRANSCRIPTIONISTS**

1. An Employee assigned by the Employer to act as a Preceptor for students in a post-secondary Unit Clerk, Laboratory Assistant, Surgical Processor or Medical Transcriptionist education or training program shall receive an additional ~~sixty five cents (\$0.65)~~ **four dollars (\$4.00)** 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 to supervise, educate and evaluate students in a post-secondary or comparable internal Unit Clerk, Laboratory Assistant, Surgical Processor or Medical Transcriptionist education or training program as referred to in paragraph 1 above.

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

ON BEHALF OF THE EMPLOYER

ON BEHALF OF THE UNION

**RENEW
LETTER OF UNDERSTANDING #10
BETWEEN
ALBERTA HEALTH SERVICES
- and -
ALBERTA UNION OF PROVINCIAL EMPLOYEES**

RE: DISTRIBUTION OF ADDITIONAL HOURS

Part-time Employees who wish to work additional hours which are not regularly scheduled shall advise the Employer in writing of their availability. The Employer shall consider these requests, as well as the necessity to offer work to Casuals, when distributing this work.

ON BEHALF OF THE EMPLOYER

ON BEHALF OF THE UNION

AMEND
LETTER OF UNDERSTANDING #11
BETWEEN
ALBERTA HEALTH SERVICES
- and -
ALBERTA UNION OF PROVINCIAL EMPLOYEES

RE: JOINT BENEFITS COMMITTEE

The Parties agree to establish a Joint Benefits Committee (“the Committee”) which will include equal representation from each Party.

The Parties commit to establishing the Committee and convening an initial meeting within ninety (90) days of the date of ratification of this Collective Agreement. The Committee will meet regularly thereafter as agreed by the Committee, but in any event no fewer than five (5) times per calendar year.

The purpose of the Committee will be to:

- (a) pursue opportunities for joint communication to Alberta Union of Provincial Employees General Support Services members with respect to benefits issues; and
- (b) identify and discuss methods of educating Employees on benefit plan provisions in the interest of encouraging appropriate utilization of the plans; and
- (c) discuss other issues of mutual interest with respect to the Employee benefits, including the Long-Term Disability Income Continuance Plan, Short-Term Disability, the Group Life Insurance Plan and the Group Dental Plan, Supplementary Health Care Plan and the Flexible Spending Account or such other group Employee benefit plans the Parties agree are applicable to Employees in the bargaining unit.
- (d) during the term of this Collective Agreement the Committee shall:
 - Conduct a full review of the current benefit plan including costs and utilization,
 - Research different options and costs for retiree/bridging benefits,
 - Conduct a review of Terms of Reference and amend as needed,
 - Address any other mutually agreed items.
- (e) ~~Alberta Health Services will add to the next possible Health Benefits Trust of Alberta (HBTA) Policy Council meeting’s agenda and fully support the Alberta Union of Provincial Employees request for~~ **shall have** non-voting representative status on the Council.

The Committee may make recommendations to their respective principals on matters discussed by the Committee.

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

ON BEHALF OF THE EMPLOYER

ON BEHALF OF THE UNION

**MOVE TO BENEFITS ARTICLE 21
LETTER OF UNDERSTANDING #12
BETWEEN
ALBERTA HEALTH SERVICES**

- and -

ALBERTA UNION OF PROVINCIAL EMPLOYEES

RE: EMPLOYEE BENEFITS (DIABETIC COVERAGE)

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

1. One hundred percent (100%) direct bill coverage for the following Diabetic Supplies:
 - (i) blood glucose test strips,
 - (ii) lancing devices,
 - (iii) lancets, syringes,
 - (iv) pen needles,
 - (v) urine testing strips; and
 - (vi) flash glucose monitoring system; and**
 - (vii) continuous glucose monitoring system (also make sure no requirement to try insulin for 12 months)**

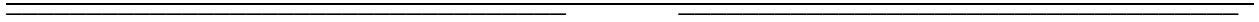
and
2. One hundred percent (100%) direct bill coverage (through a pharmacy) for insulin pump supplies as follows:
 - (i) infusion sets,
 - (ii) syringe/reservoirs; and
 - (iii) tubing

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

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

ON BEHALF OF THE EMPLOYER

ON BEHALF OF THE UNION



REVIEW AND RENEW IF IT AFFECTS ANY MEMBERS

LETTER OF UNDERSTANDING #13

BETWEEN

ALBERTA HEALTH SERVICES

(former Capital Health and Alberta Cancer Board)

- and -

ALBERTA UNION OF PROVINCIAL EMPLOYEES

RE: STANDARD SICK LEAVE PLAN AND SICK LEAVE GRANDFATHERING

1. Former Alberta Cancer Board Employees

Effective September 1, 2000, Employees who have accrued sick leave in excess of one hundred and twenty (120) days will cease to accrue sick leave and shall maintain their entitlements until such time as the Employee’s sick leave balance falls below one hundred and twenty (120) days.

2. Former Capital Health Employees

Effective March 31, 2005, Article 29: Sick Leave of the Collective Agreement shall apply to all Employees of the former entity of Capital Health. Employees who have accrued sick leave in excess of one hundred and twenty (120) days will cease to accrue sick leave and shall maintain their entitlements until such time as the Employee’s sick balance falls below one hundred and twenty (120) days.

ON BEHALF OF THE EMPLOYER

ON BEHALF OF THE UNION

AMEND/CONSEQUENTIAL AMENDMENTS

LETTER OF UNDERSTANDING #14

BETWEEN

ALBERTA HEALTH SERVICES

(former Calgary Health Region)

- and -

ALBERTA UNION OF PROVINCIAL EMPLOYEES

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

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

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

1.01 Hours of Work (Article 20)

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

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

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

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

1.02 Overtime (Article 22)

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

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

1.03 Annual Vacation (Article 28)

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

Vacation Entitlement for Full-time Employees

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

rate of earning entitlement shall be as follows:

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

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

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

(1) Hours of Work (Article 20)

Replace 20.06(a) and (b) with:

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

(b) Delete

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

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

(b) All Regular Part-time Employees shall be permitted one (1) paid rest period of fifteen (15) minutes during each period of four (4) hours scheduled, the time of which shall be scheduled by the Employer. If an Employee is unable to take their paid rest period, or is recalled from their paid rest period, compensating time shall be provided later in their shift or paid to the Employee at an additional one times (1X) their Basic Rate of Pay.

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

- (a) the hours worked do not exceed eight (8) hours; and
- (b) the hours worked do not exceed eighty (80) hours over a period of fourteen (14) calendar days averaged over one (1) complete cycle of the shift schedule.

(B) Overtime (Article 22)

- (1) Replace Article 22.12 with the following:

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

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

(C) Annual Vacation (Article 28)

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

- (a) Regular Part-time Employees shall earn vacation with pay calculated in hours in accordance with the following formula:
 - (i) Hours worked as a regular Employee as specified in 1.04(A)(1)(a) of this Local agreement, times the applicable percentage outlined below equals the number of hours of paid vacation time to be taken:
 - six percent (6%) during the first (1st) and second (2nd) years of continuous employment;
 - eight percent (8%) during each of the third (3rd) to ninth (9th) years of continuous employment;
 - ten percent (10%) during each of the tenth (10th) to nineteenth (19th) years of continuous employment;
 - twelve (12%) percent during the twentieth (20th) and each subsequent year of continuous employment.

(D) Sick Leave (Article 29)

Amend Article 29.03(b) to read:

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

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

Replace Article 37.02(b) with the following:

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

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

Article 33 shall apply except as amended below:

(A) Hours of Work (Article 20)

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

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

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

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

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

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

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

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

(B) Salary Increment

Replace 33.14 with the following:

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

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

Amend 32.06 Personal Leave to read;

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

- (b) **The number of Personal Leave days are determined by the FTE as of April 1 of each year.**
 - (i) **Full-time and Part-time Employees greater than zero point eight (0.80) FTE shall be entitled to ~~three (3)~~ six (6) days of eight (8) 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)~~ four (4) days to a maximum of eight (8) 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)~~ two (2) days to a maximum of eight (8) hours each;**
- (c) **Personal Leave days are granted ~~per incident as a full day~~ in hourly increments.**
- 2 (d) **Any Personal Leave days not used by March 31st of each year shall not be carried over or paid out on termination of employment unless the Employee has requested a Personal Leave day during the year and approval was denied. In that case, the Personal Leave day shall be carried over into the next year.**
- 3 (e) **New Employees hired after January 1st of each year shall not receive Personal Leave days until April 1st of the following year.**

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

ON BEHALF OF THE EMPLOYER

ON BEHALF OF THE UNION

RENEW
LETTER OF UNDERSTANDING #15
BETWEEN
ALBERTA HEALTH SERVICES
(former Peace Country Health)
- and -
ALBERTA UNION OF PROVINCIAL EMPLOYEES

RE: MARKET SUPPLEMENT FOR MAINTENANCE, TRADES AND POWER
ENGINEER POSITIONS

The Parties agree as follows:

1. This is a Letter of Understanding to the Collective Agreement between the Parties effective April 1, 2008.
2. The Employer wishes to provide a temporary market supplement in the form of an hourly allowance (“Supplementary Hourly Allowance”) to Employees employed as Maintenance, Trades or Power Engineering personnel in the boundaries of the former Peace Country Health.
3. The Supplementary Hourly Allowance will be calculated at six dollars (\$6.00) per hour. The Allowance will be based on all paid hours (exclusive of overtime and call-back hours) up to a maximum of two thousand twenty-two point seven five (2,022.75) hours in a year and paid on each pay cheque. Periods during which an Employee is on unpaid leave of absence will not be subject to the Supplementary Hourly Allowance.
4. This Supplementary Hourly Allowance shall be in addition to the three thousand dollars (\$3,000.00) per year Remote Retention Allowance currently being paid to all Employees employed at a work site between the fifty-fifth (55th) and fifty-seventh (57th) parallel.
5. Subject to Pension Plan guidelines, the Supplementary Hourly Allowance shall be considered pensionable earnings.
6. This Letter of Understanding shall be in effect from date of ratification until March 31, 2020, unless the Parties reach agreement to extend or amend the provisions of the Letter of Understanding.
7. This Letter of Understanding can be terminated with sixty (60) days notice from either Party.
8. This Letter of Understanding shall only apply to the following classifications:
 - Maintenance Worker I
 - Maintenance Worker II
 - Maintenance Worker III
 - Maintenance Worker IV
 - Electronics Tech I
 - Electronics Tech II

- Electronics Tech III
- Painter
- Mechanic/Welder
- Millwright
- Carpenter
- Refrigeration and Air Conditioning Mechanic
- Electrician
- Plumber/Steamfitter
- Instrument Mechanic
- Power Engineer (4th Class)
- Power Engineer (3rd Class)
- Power Engineer (2nd Class)

9. In the event that the rate of pay for the above-noted classifications are increased beyond the rates contained in the former Multi-Employer/AUPE (GSS) Collective Agreement (expiry date: March 31, 2011), the Supplementary Hourly Allowance shall be reduced by the corresponding dollar amount of such increase.

ON BEHALF OF THE EMPLOYER

ON BEHALF OF THE UNION

RENEW
LETTER OF UNDERSTANDING #16
BETWEEN
ALBERTA HEALTH SERVICES
- and -
ALBERTA UNION OF PROVINCIAL EMPLOYEES

RE: NORTHERN INCENTIVE PROGRAM

1. An Employee employed at a work site between the fifty-fifth (55th) and fifty-seventh (57th) parallel will be eligible to receive a Remote Retention Allowance to an annual maximum of three thousand dollars (\$3,000.00). This Remote Retention Allowance will be calculated on an hourly basis and paid per pay period for all Employer-paid hours at the Basic Rate of Pay, exclusive of overtime. Hours that are unpaid by the Employer, such as unpaid leave of absence, STD, LTD or WCB will not be included in the calculation or payment of the Remote Retention Allowance. This Remote Retention Allowance is payable to all Employees in a full-time, part-time, temporary or casual capacity, on a pro-rated basis.
2. An Employee employed at a work site above the fifty-seventh (57th) parallel will be eligible to receive a Northern Allowance to an annual maximum of six thousand three hundred dollars (\$6,300.00). This Northern Allowance will be calculated on an hourly basis and paid per pay period for all Employer-paid hours at the Basic Rate of Pay, exclusive of overtime. Hours that are unpaid by the Employer, such as an unpaid leave of absence, STD, LTD or WCB will not be included in the calculation or payment of the Northern Allowance. This Northern Allowance is payable to all Employees in a full-time, part-time, temporary or casual capacity, on a pro-rated basis.
3. An Employee employed at a work site in the Municipality of Wood Buffalo will be eligible to receive a Fort McMurray Allowance to an annual maximum of twelve thousand four hundred and eighty dollars (\$12,480.00). The Fort McMurray Allowance will be calculated on an hourly basis and paid per pay period for all Employer-paid hours at the Basic Rate of Pay, exclusive of overtime. Hours that are unpaid by the Employer, such as an unpaid leave of absence, STD, LTD or WCB will not be included in the calculation or payment of the Fort McMurray Allowance. The Fort McMurray Allowance is payable to all Employees in a full-time, part-time, temporary or casual capacity, on a pro-rated basis.
4. Permanent and Temporary, Full-time and Part-time Employees working in excess of one (1) full year at work sites above the fifty seventh (57th) parallel will also be eligible to receive a taxable, annual reimbursement of personal travel expenses up to a maximum of one thousand two hundred and thirty-five dollars (\$1,235.00), per calendar year. Reimbursement shall be in accordance with Employer policy and procedure.
5. This Northern Incentive Program is considered taxable income. The Northern Incentive Program is not part of insurable income for benefit purposes, and shall not be considered pension-eligible earnings.
6. The Employer reserves the right to amend or terminate this Letter of Understanding with

ninety (90) days notice.

7. Any Employee whose location does not fall within the parameters described herein are not eligible for this Northern Incentive Program.

ON BEHALF OF THE EMPLOYER

ON BEHALF OF THE UNION

RENEW
LETTER OF UNDERSTANDING #17
BETWEEN
ALBERTA HEALTH SERVICES
(former AADAC)
- and -
ALBERTA UNION OF PROVINCIAL EMPLOYEES

RE: SUPPLEMENT ONE – FLEXIBLE WORK SCHEDULE

1. This supplement outlines the terms and conditions of employment to be observed when an Employee is authorized to commence on a flexible work week schedule.
2. An Employee who works thirty-eight point seven five (38.75) hours, five (5) consecutive seven point seven five (7.75) days per week may request in writing, the approval of the Employer to commence on a flexible work schedule. The request may be approved by the Employer if:
 - (a) services will not be adversely affected;
 - (b) operational difficulties will not occur; or
 - (c) the workloads and demands on other staff will not increase.
3.
 - (a) An Employee who is approved to work a flexible work schedule may subject to operational requirements, adjust their start times, lunch periods, and end times on a daily basis during the following periods of time:
 - (i) 7:30 a.m. to 9:00 a.m.
 - (ii) 11:30 a.m. to 1:30 p.m.
 - (iii) 3:30 p.m. to 5:30 p.m.
 - (b) An Employee will be actively at work during the following core periods of time of each day of work:
 - (i) 9:00 a.m. to 11:30 a.m.
 - (ii) 1:30 p.m. to 3:30 p.m.
 - (c) An Employee will be granted a minimum unpaid lunch break of thirty (30) minutes during the flexible period from 11:30 a.m. to 1:30 p.m.
4.
 - (a) An Employee shall schedule their hours of work during the week that will ensure thirty-eight point seven five (38.75) hours of work has been completed.
 - (b) An Employee who has not completed thirty-eight point seven five (38.75) hours of work in a week shall be given the option of covering the shortfall with banked overtime or deducted for the time owing.
 - (c) An Employee shall receive overtime pay in accordance with Article 22: Overtime.

- (d) An Employee's terms and conditions pursuant to the Collective Agreement will not be pro-rated with this schedule and the Employee's leave entitlements will be deducted as if the Employee was working a normal work week.
- 5. The Employer shall give the Employee thirty (30) calendar days notice to commence on a normal work schedule.
- 6. An Employee may revert to a normal work week upon giving the Employer one (1) week of advanced written notice.

ON BEHALF OF THE EMPLOYER

ON BEHALF OF THE UNION

AMEND/CONSEQUENTIAL AMENDMENTS

LETTER OF UNDERSTANDING #18

BETWEEN

ALBERTA HEALTH SERVICES

(former Palliser Region)

- and -

ALBERTA UNION OF PROVINCIAL EMPLOYEES

RE: EXTENDED HOURS OF WORK POWER ENGINEERS

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

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

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

 - (i) A straight pay out for the additional eight (8) hours worked at their Basic Rate of Pay.
 - (ii) Bank time for the additional eight (8) hours worked to be used as time off in lieu at straight time.
- (e) During each year of continuous service in the employ of the Employer, a Regular Full-time Employee shall earn entitlement to a vacation with pay. The rate of earning entitlement shall be as follows:
 - (i) During the first (1st) and second (2nd) years of such employment a Full-time Power Engineer earns a vacation time of one hundred and twenty (120) hours;
 - (ii) During the third (3rd) to ninth (9th) years of such employment a Full-time Power Engineer earns a vacation time of one hundred and sixty (160) hours;
 - (iii) During the tenth (10th) to nineteenth (19th) years of such employment a Full-time Power Engineer earns a vacation time of two hundred (200) hours; and
 - (iv) During the twentieth (20th) and subsequent years of such employment a Full-time Power Engineer earns a vacation time of two hundred and forty (240) hours.

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

Amend 32.06 Personal Leave to read;

- (a) **Benefit eligible Regular Employees shall be entitled to Personal Leave days each year, from April 1st through March 31st. Employees shall request such days as far in advance as possible. These days are for the purpose of attending to personal matters and family responsibilities, including, but not limited to attending appointments with family members and illness in the Employee's immediate family. Requests for Personal Leave shall not be unreasonably denied, subject to operational requirements.**
- (b) **The number of Personal Leave days are determined by the FTE as of April 1 of each year.**
 - (i) **Full-time and Part-time Employees greater than zero point eight (0.80) FTE shall be entitled to ~~three (3)~~ six (6) days of twelve (12) 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)~~ four (4) days to a maximum of twelve (12) 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)~~ two (2) days to a maximum of twelve (12) hours each;**
- (c) **Personal Leave days are granted ~~per incident as a full day~~ in hourly increments.**

- (d) **Any Personal Leave days not used by March 31st of each year shall not be carried over or paid out on termination of employment unless the Employee has requested a Personal Leave day during the year and approval was denied. In that case, the Personal Leave day shall be carried over into the next year.**
- (e) **New Employees hired after January 1st of each year shall not receive Personal Leave days until April 1st of the following year.**

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

ON BEHALF OF THE EMPLOYER

ON BEHALF OF THE UNION

AMEND/CONSEQUENTIAL AMENDMENTS

LETTER OF UNDERSTANDING #19

BETWEEN

ALBERTA HEALTH SERVICES

(former Chinook)

- and -

ALBERTA UNION OF PROVINCIAL EMPLOYEES

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

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

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

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

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

Power Engineers – Chinook Regional Hospital

1. Three (3) fifteen (15) minute rest periods will be provided during each full shift of twelve (12) hours.
2. The Employer shall determine when overtime is necessary and for what period of time it is required. All authorized time worked in excess of twelve (12) hours per day shall be paid at two times (2X) the Employee's Basic Rate of Pay.
3. An Employee required by the Employer to work on their scheduled day(s) off shall be paid at two times (2X) their Basic Rate of Pay, unless they are given at least ten (10) calendar days notice of a change in the shift schedule. If, in the above circumstances the Employee is called to work without prior notification, the provisions of Clause 24.01(a) of the Collective Agreement shall apply, but only where such application would result in a greater dollar payment than would be the case in applying the first sentence of this Article.
4. **Sick Time**
After an Employee has completed their probationary period they shall be allowed a credit for sick leave computed from the day of employment at the rate of twelve (12) hours for Power Engineers, for each full month of employment up to a maximum of nine hundred and sixty (960) hours, provided that the Employee has not been entitled to apply sick credits prior to the completion of their probationary period.

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

5. **Named Holidays**

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

6. **Floating Stat**

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

7. **Annual Vacation**

- (a) During the first (1st) to second (2nd) years of employment, a Full-time Employee earns and can use one hundred and twenty-six (126) hours of vacation per year;
- (b) During the third (3rd) to ninth (9th) years of employment, a Full-time Employee earns and can use one hundred and sixty-eight (168) hours of vacation per year;
- (c) During the tenth (10th) to nineteenth (19th) years of employment, a Full-time Employee earns and can use two hundred and ten (210) hours of vacation per year;
- (d) During the twentieth (20th) and subsequent years of employment, a Full-time Employee earns and can use two hundred and fifty-two (252) hours of vacation per year;
- (e) Vacation pay shall be at the Employee's Basic Rate of Pay.
- (f) Supplementary Vacation
 - (i) Upon having reached twenty-five (25) years of continuous employment, an Employee shall earn a one-time additional forty-two (42) hours of supplementary vacation with pay.
 - (ii) Upon reaching the employment anniversary of thirty (30) years of continuous service, Employees shall have earned an additional one-time forty-two (42) hours of supplementary vacation with pay.
 - (iii) Upon reaching the employment anniversary of thirty-five (35) years of continuous service, Employees shall have earned an additional one-time forty-two (42) hours of supplementary vacation with pay.
 - (iv) Upon reaching the employment anniversary of forty (40) years of continuous service, Employees shall have earned an additional one-time forty-two (42) hours of supplementary vacation with pay.

Amend 32.06 Personal Leave to read;

- (a) **Benefit eligible Regular Employees shall be entitled to Personal Leave days each year, from April 1st through March 31st. Employees shall request such days as far in advance as possible. These days are for the purpose of attending to personal matters and family responsibilities, including, but not limited to attending appointments with family members and illness in the Employee's immediate family. Requests for Personal Leave shall not be unreasonably denied, subject to operational requirements.**
- (b) **The number of Personal Leave days are determined by the FTE as of April 1 of each year.**
 - (i) **Full-time and Part-time Employees greater than zero point eight (0.80) FTE shall be entitled to ~~three (3)~~ six (6) days of twelve (12) 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)~~ four (4) days to a maximum of twelve (12) 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)~~ two (2) days to a maximum of twelve (12) hours each;**
- (c) **Personal Leave days are granted ~~per incident as a full day~~ in hourly increments.**
- (d) **Any Personal Leave days not used by March 31st of each year shall not be carried over or paid out on termination of employment unless the Employee has requested a Personal Leave day during the year and approval was denied. In that case, the Personal Leave day shall be carried over into the next year.**
- (e) **New Employees hired after January 1st of each year shall not receive Personal Leave days until April 1st of the following year.**
 - (i) **Upon reaching the employment anniversary of forty-five (45) years of continuous service, Employees shall have earned an additional one-time forty-two (42) hours of supplementary vacation with pay.**
 - (ii) **Subject to Clause 28.03(g), the supplementary vacation may be taken at the Employee's option at any subsequent time.**

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

8. **Bereavement**

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

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

9. **Worker's Compensation**

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

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

ON BEHALF OF THE EMPLOYER

ON BEHALF OF THE UNION

**RENEW
LETTER OF UNDERSTANDING #20
BETWEEN
ALBERTA HEALTH SERVICES
- and -
ALBERTA UNION OF PROVINCIAL EMPLOYEES**

RE: ADJUSTMENT OF BULLETIN BOARDS

Where the Union brings to the attention in writing to the Employer of bulletin boards at sites that are not similar in size to other bargaining units' bulletin boards, the Employer agrees to assess and adjust the Union's bulletin boards as necessary to a similar size.

ON BEHALF OF THE EMPLOYER

ON BEHALF OF THE UNION

**THE UNION WISHES TO DISCUSS AND RESERVES THE RIGHT TO PROPOSE
AMENDMENTS**

LETTER OF UNDERSTANDING #21

BETWEEN

ALBERTA HEALTH SERVICES

- and -

ALBERTA UNION OF PROVINCIAL EMPLOYEES

RE: PILOT PROJECT: EXPEDITED ARBITRATION PROCESS

The Parties hereby agree to defer discussions on the development of a pilot project for an Expedited Arbitration Process to the Joint Committee.

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

ON BEHALF OF THE UNION

AMEND
LETTER OF UNDERSTANDING #22
BETWEEN
ALBERTA HEALTH SERVICES
- and -
ALBERTA UNION OF PROVINCIAL EMPLOYEES

RE: WORKLOAD APPEAL PROCESS

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

The Parties recognize the importance of discussions regarding workload **and the impact that workload has on Employees**. ~~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~~ **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)~~ **seven (7)** calendar days of receipt of the workload concern(s).

LEVEL 2

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

LEVEL 3

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

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

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

Dispute Resolution

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

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

ON BEHALF OF THE EMPLOYER

ON BEHALF OF THE UNION

RENEW
LETTER OF UNDERSTANDING #23
BETWEEN
ALBERTA HEALTH SERVICES
- and -
ALBERTA UNION OF PROVINCIAL EMPLOYEES

RE: JOINT CLASSIFICATION COMMITTEE

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

The Parties agree to establish the Joint Classification Committee to:

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

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

The Joint Classification Committee shall consist of:

- Maximum of two (2) Classification Expert(s) appointed by the Alberta Union of Provincial Employees;
- Maximum of two (2) Classification Expert(s) appointed by Alberta Health Services;
- Maximum of two (2) Labor Relations Representative(s) appointed by Alberta Health Services; and
- Maximum of two (2) Alberta Union of Provincial of Employee Representative(s) appointed by AUPE.

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

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

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

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

- Classification Projects;
- Classification Review and Appeal Updates;
- Creation of New Classifications;
- Revisions to New and Existing Classification Profiles;
- The current Alberta Health Services classification system;

- Gender-Based Wage Equity issues in accordance with Letter of Understanding #24 Re: Gender-Based Wage Equity.
- Appropriateness of the exclusion of positions from the scope of the bargaining unit in accordance with Letter of Understanding #25 Re: Bargaining Unit Exclusions Review.

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

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

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

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

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

ON BEHALF OF THE EMPLOYER

ON BEHALF OF THE UNION

**RENEW
LETTER OF UNDERSTANDING #24
BETWEEN
ALBERTA HEALTH SERVICES
- 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 Joint Classification Committee as per Letter of Understanding #23: Joint Classification Committee.

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

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

Dispute Resolution

- (a) The application of the processes in this Letter of Understanding is subject to Article 8: Grievance Procedure.
- (b) The outcome of the gender-based wage equity discussions at the Joint Classification Committee is not subject to Article 8: Grievance Procedure.

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

ON BEHALF OF THE EMPLOYER

ON BEHALF OF THE UNION

RENEW
LETTER OF UNDERSTANDING #25
BETWEEN
ALBERTA HEALTH SERVICES
- and -
ALBERTA UNION OF PROVINCIAL EMPLOYEES

RE: THE JOINT EMPLOYER-UNION EXCLUSIONS REVIEW

WHEREAS the Employer is in the process of concluding a comprehensive review of all out-of-scope positions to determine if they should be included in the General Support Services Bargaining Unit which commenced in 2012, the Parties agree as follows:

1. The Employer will conclude the current review of excluded bargaining unit positions and will provide the Union the results.
2. Future determination of inclusion/exclusion of an out-of-scope position(s) from the Bargaining Unit will be assessed through the Joint Classification Committee as per Letter of Understanding #23 Re: Joint Classification Committee. The Joint Classification Committee shall utilize criteria based upon jurisprudence related to the managerial and persons impacting the employment relationship exclusions identified by the Alberta *Labour Relations Code*.
3. Subsequent to the date of ratification of this Collective Agreement, where the Employer creates a new out-of-scope position in a program where there are Employees included in the General Support Services Bargaining Unit, in a pay grade at the Manager level and below, the Joint Classification Committee will:
 - (a) share the available position information with the Union, and
 - (b) 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.
4. Where the Parties are unable to reach agreement regarding the inclusion/exclusion of a position from the Bargaining Unit, the Union retains the ability to apply to the Labour Relations Board for a determination.
5. This Letter of Understanding is not subject to Article 8: Grievance Procedure.

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

ON BEHALF OF THE EMPLOYER

ON BEHALF OF THE UNION

LETTER OF UNDERSTANDING #26**BETWEEN****ALBERTA HEALTH SERVICES****-and-****ALBERTA UNION OF PROVINCIAL EMPLOYEES****RE: LUMP SUM PAYMENTS — RECOGNITION FOR SERVICES RENDERED IN A HEALTH CARE SETTING DURING THE COVID-19 RESPONSE**

1. — On the ~~first~~ pay period following the date of ratification, **April 1 of each year**, Employees shall be issued a one-time premium payment of 1.0% of the Basic Rate of Pay for all hours actually worked between January 1, 2021 and December 31, 2021. **five thousand dollars (\$5000.00)** in each year of the Collective Agreement.
2. — **For the first year of the collective agreement, payment shall be made on the first pay period following ratification.**
3. — For the purposes of this one-time lump sum payment “hours actually worked” includes:
 - (a) — Leaves of absence for Union business;
 - (b) — Other leaves of absence of one (1) month or less;
 - (c) — Time on sick leave with pay;
 - (d) — Absences while receiving Workers’ Compensation;
 - (e) — Educational leave up to 24 months; and
 - (f) — Maternity, Parental, Compassionate/Terminal Care, parents of Critically Ill Child and Death or Disappearance of Child Leaves.
4. — In addition to Item 1 above, Employees employed with the Employer on the date of ratification, shall be issued a one-time premium payment as follows:
 - a. — For Regular and Temporary Full-time Employees, a payment of \$1,400;
 - b. — For
 3. — Regular Part time, Temporary Part time, and Casual Employees, a payment of \$1,400, shall receive this lump sum pro-rated to all regular hours actually worked and paid at the Basic Rate of Pay between April 1, 2021 and March 31, 2022, **in the previous fiscal year** to a maximum of 1.0 FTE;
 - (a) — For the purposes of this one-time ~~these~~ lump sum payments “hours actually worked” includes:
 - (i) — Leaves of absence for Union business;
 - (ii) — Other leaves of absence of one (1) month or less;
 - (iii) — Time on sick leave with pay;
 - (iv) — Absences while receiving Workers’ Compensation;

- ~~(v) Educational leave up to 24 months; and~~
- ~~(vi) Maternity, Parental, Compassionate/Terminal Care, parents of Critically Ill Child and Death or Disappearance of Child Leaves.~~

~~This payment will be paid within ninety (90) calendar days after the ratification of this Collective Agreement.~~

ON BEHALF OF THE EMPLOYER

ON BEHALF OF THE UNION

NEW
LETTER OF UNDERSTANDING #26
BETWEEN
ALBERTA HEALTH SERVICES
- and -
ALBERTA UNION OF PROVINCIAL EMPLOYEES

RE: LUMP SUM PAYMENTS – RECOGNITION FOR SERVICES RENDERED IN A HEALTH CARE SETTING

1. On the first pay period following April 1 of each year, Employees shall be issued a one-time premium payment of -five thousand dollars (\$5000.00) in each year of the Collective Agreement.
2. For the first year of the collective agreement, payment shall be made on the first pay period following ratification.
3. Regular Part-time, Temporary Part-time, and Casual Employees shall receive this lump sum pro-rated to all regular hours actually worked and paid at the Basic Rate of Pay in the previous fiscal year to a maximum of 1.0 FTE;
 - (a) For the purposes of these lump sum payments “hours actually worked” includes:
 - (i) Leaves of absence for Union business;
 - (ii) Other leaves of absence of one (1) month or less;

- (iii) Time on sick leave with pay;**
- (iv) Absences while receiving Workers' Compensation;**
- (v) Educational leave up to 24 months; and**
- (vi) Maternity, Parental, Compassionate/Terminal Care, parents of Critically Ill Child and Death or Disappearance of Child Leaves.**

ON BEHALF OF THE EMPLOYER

ON BEHALF OF THE UNION

**MOVE TO BENEFITS ARTICLE 21
LETTER OF UNDERSTANDING #27**

BETWEEN

ALBERTA HEALTH SERVICES

- and -

ALBERTA UNION OF PROVINCIAL EMPLOYEES

RE: SUPPLEMENTARY HEALTH PLAN IMPROVEMENTS

Further to Article 31.01(b): Prepaid Health Benefits, effective on the first day of the month following ninety (90) days from ratification, the coverage provided under the Supplementary Benefits Plan shall be amended as follows:

- Increase coverage for Physiotherapy to \$50 per visit to a maximum of \$1,000 per participant per benefit year,
- Increase coverage for Massage Therapy to \$50 per visit to a maximum of \$1,000 per participant per benefit year,
- Benefits coverage for Chartered Psychologist/Master of Social Work/Addictions Counsellor shall be reconfigured to eliminate the per-visit and 20 visit per year maximums and implement a combined maximum of \$3000 per participant per benefit year, and
- 100% coverage for usual and customary eye examination every 24 months.

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

ON BEHALF OF THE EMPLOYER

ON BEHALF OF THE UNION

LETTER OF UNDERSTANDING #28

BETWEEN

ALBERTA HEALTH SERVICES

-and-

ALBERTA UNION OF PROVINCIAL EMPLOYEES

RE: NO CONTRACTING OUT

The Parties agree to the following:

1. ~~No Contracting Out~~ The Employer shall not contract out to an external employer, any service currently provided by Employees of the Employer, unless:
 - (a) ~~the Employer has already issued a request for proposals (RFP) from external providers prior to June 29, 2022 (date of tentative agreement), or~~
 - (b) ~~the service is already being provided by an external provider.~~

~~This does not prevent the Employer from utilizing contracted service providers for temporary projects, where there are insufficient available internal Employees to complete the required work at the Basic Rate of Pay, or in cases of emergency.~~
2. ~~Other Organizational Changes~~ This does not prevent the Employer from making other organizational changes through attrition or through utilization of the provisions of Article 16 (Layoff and Recall).
3. ~~Notwithstanding item 1(a) above, the Employer will offer a voluntary severance option to Regular Employees who are employed in Ancillary Retail Food Services on June 29, 2022 (date of tentative agreement) on the basis of most senior to least senior in each Site before issuing layoff notice to any Employee impacted by the Ancillary Retail Food Services RFP. The severance entitlement will be administered as per Letter of Understanding #1 (Severance for Contracting Out, Organizational Change or Technological Change).~~
4. ~~This Letter of Understanding becomes effective on the date of ratification of this Agreement and shall expire on March 30, 2024.~~

~~ON BEHALF OF THE EMPLOYER~~

~~ON BEHALF OF THE UNION~~



Local Conditions Applicable to:

**Lamont Health Care Centre
General Support Services**

Expires March 31, 2024

CURRENT**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 38: Transportation and Subsistence 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.

This Article replaces Article 15: Seniority

CURRENT**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 17; and
- (b) preference for vacation time, subject to Article 28: Vacation.
- (c) layoffs and recalls, subject to the provisions specified in Article 33: Layoff and Recall (as outlined in these Local Conditions applicable to Lamont Health Care Centre).

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 (as outlined in these Local Conditions applicable to Lamont Health Care Centre).

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.

This Article replaces Article 20: Hours of Work and Article 21: Extended Hours of Work and subject to any consequential amendments as required.

CONSEQUENTIAL AMENDMENTS FROM THE MAIN BODY OF THE COLLECTIVE AGREEMENT AS REQUIRED

ARTICLE 14

HOURS OF WORK AND EXTENDED 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)~~ **twenty-eight (28)** calendar days notice, the Regular Employee shall be paid at two times (2X) the Basic Rate of Pay for all hours worked on the first (1st) shift of the changed schedule.
- (b) If, in the course of a posted schedule, the Employer changes the Employee's scheduled shift (i.e. days to evenings, days to nights or evenings to nights) with less than forty-eight (48) hours notice, she shall be paid at the rate of ~~two times (2X)~~ **three times (3X)** ~~her~~ **their** 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)~~ **three times (3X)** ~~her~~ **their** 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) (as outlined in these Local Conditions applicable to Lamont Health Care Centre).
- (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,~~ **sShift** 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)~~ **four (4)** 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,~~ **sShift** 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)~~ **four (4)** 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 (as outlined in these Local Conditions applicable to Lamont Health Care Centre).
- (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.

This Article replaces Article 33: Terms, Conditions and Benefits of Employment Applicable to Temporary and Casual Employees and subject to any consequential amendments as required.

CONSEQUENTIAL AMENDMENTS FROM THE MAIN BODY OF THE COLLECTIVE AGREEMENT AS REQUIRED

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: Definitions
 - 2: Term of Collective Agreement
 - 3: Union Recognition
 - 4: Management Rights

- 5: Union Membership and Payment of Dues
 - 6: No Discrimination/ No Harassment
 - 7: Union Stewards
 - 8: Grievance Procedure
 - 10: Employee Management Advisory Committee
 - 11: Health and Safety
 - 13: Supply of Uniforms
 - 17: Transfers and Vacancies
 - 18: Acting Incumbents
 - 19: Reclassification
 - 23: On-Call Duty
 - 24: Call Back
 - 26: Shift and Weekend Differential
 - 37: Salaries
 - 39: 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 (as outlined in these Local Conditions applicable to Lamont Health Care Centre) 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 (as outlined in these Local Conditions applicable to Lamont Health Care Centre) apply to Casual and Temporary Employees who are employed in a regularly scheduled Full-time capacity;
 - (ii) the provisions of Article 14.09 (as outlined in these Local Conditions applicable to Lamont Health Care Centre) 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) (as outlined in these Local Conditions applicable to Lamont Health Care Centre).

23.03

Reporting for a Later Shift

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

23.04

Overtime

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

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

23.05

Transportation Allowance

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

23.06

Vacation

- (a) Casual and Temporary Employees shall be paid in addition to their earnings at the Basic Rate of Pay:
 - (i) four percent (4%) of their earnings at the Basic Rate of Pay during the first (1st) and subsequent employment years; or
 - (ii) six percent (6%) of their earnings at the Basic Rate of Pay during the fourth (4th) and subsequent employment years if applicable;

in lieu of vacation.

- (b) Casual and Temporary Employees shall be allowed:
 - (i) fourteen (14) calendar days off without pay for their vacation after one (1) year of employment; or
 - (ii) twenty-one (21) calendar days off without pay for their vacation after four (4) years of employment, if applicable.

23.07

Named Holidays

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

23.08

Health Benefits

Casual and Temporary Employees are not entitled to participate in the Health Benefits Plan, except as provided in Article 27.02(c): Employee Benefits Plan (as outlined in these Local Conditions applicable to Lamont Health Care Centre).

23.09

Bereavement Leave

- (a) Casual Employees will be entitled to time off without pay in lieu of bereavement leave pursuant to Article 32.03 of this Collective Agreement.
- (b) Article 32.03: 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**
Article 14: Probationary Period, shall apply to Temporary Employees.
- 23.14 **Resignation**
Article 9.08: Discipline, Dismissal and Termination 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 38: Transportation and Subsistence.
- 23.16 **Employee Benefits Plan**
Article 27: Employee Benefits Plan (as outlined in these Local Conditions applicable to Lamont Health Care Centre), 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 29: 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 32.09: Leaves of Absence, shall apply to Temporary Employees after six (6) months of continuous service in a temporary position.

This Article replaces Article 27: Named Holidays and subject to any consequential amendments as required.

CONSEQUENTIAL AMENDMENTS FROM THE MAIN BODY OF THE COLLECTIVE AGREEMENT AS REQUIRED

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	National Truth and Reconciliation Day

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

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

25.02 In addition to the foregoing Named Holidays, Full-time Employees who are in the employ of the Employer on July 1st, shall be granted ~~one (1) additional holiday as a "floater" holiday. The floater holiday will be scheduled by mutual agreement between the Employer and the Employee. If the holidays are not taken by the last day of November in any given year, they shall be paid out.~~ **two (2) "Recognition" Days. These days shall be selected by the Employee, who will give the Employer at least 30 days' notice after which they will be treated in the same manner as other Named Holidays.**

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)~~ **two times (2X)** 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)~~ **three (3X)** 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 (as outlined in these Local Conditions applicable to Lamont Health Care Centre) 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 [as outlined in these Local Conditions

applicable to Lamont Health Care Centre]) shall be paid the rate of ~~one point five times (1.5X)~~ **two times (2X)** 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 **point four** percent (5.4%) 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)~~ **three (3X)** the Basic Rate of Pay.

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

This Article replaces Article 31: Prepaid Health Benefits

CONSEQUENTIAL AMENDMENTS FROM THE MAIN BODY OF THE COLLECTIVE AGREEMENT AS REQUIRED

ARTICLE 27
EMPLOYEE BENEFITS PLAN

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

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

- (v) Dental Plan which provides for the reimbursement of eighty percent (80%) of eligible Basic Services, fifty percent (50%) of eligible Extensive Services, and fifty percent (50%) of eligible Orthodontic Services, in accordance with the current 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 29.04.

27.02

Enrollment by:

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

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

27.03

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

27.04

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

27.05

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

27.06

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

This Article replaces Article 16: Layoff and Recall and subject to any consequential amendments as required.

**CONSEQUENTIAL AMENDMENTS FROM THE MAIN BODY OF THE
COLLECTIVE AGREEMENT AS REQUIRED**

(SEVERANCE)

**ARTICLE 33
LAYOFF AND RECALL**

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

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

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

33.03 At the time of providing written notice of an Employee's removal from her position, a consultation meeting will be arranged by the Employer, between the Employee, the Employer and the Union, at which time the Employer shall advise the Employee of her retention options according to Articles 33.04 and 33.05 (as outlined in these Local Conditions applicable to Lamont Health Care Centre), 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 (as outlined in these Local Conditions applicable to Lamont Health Care

Centre), and shall be laid off and forfeit her recall rights.

- 33.05 Subject to Article 33.04(b) (as outlined in these Local Conditions applicable to Lamont Health Care Centre), an Employee who is not placed in a vacant position pursuant to Article 33.04 (as outlined in these Local Conditions applicable to Lamont Health Care Centre), 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) (as outlined in these Local Conditions applicable to Lamont Health Care Centre).
 - (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) (as outlined in these Local Conditions applicable to Lamont Health Care Centre).
 - (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 (as outlined in these Local Conditions applicable to Lamont Health Care Centre), to advise the Employer of her decision under Articles 33.04 and 33.05 (as outlined in these Local Conditions applicable to Lamont Health Care Centre).
- 33.07 An Employee who elects to not exercise her rights under Article 33.05 (as outlined in these Local Conditions applicable to Lamont Health Care Centre), 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 (as outlined in these Local Conditions applicable to Lamont Health Care Centre) shall be entitled to exercise her rights in accordance with Articles 33.03 to 33.07 (as outlined in these Local Conditions applicable to Lamont Health Care Centre).
- 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 17;
 - (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 (as outlined in these Local Conditions applicable to Lamont Health Care Centre), 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 (as outlined in these Local Conditions applicable to Lamont Health Care Centre) 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 (as outlined in these Local Conditions applicable to Lamont Health Care Centre).
- 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.

This Letter of Understanding replaces Letter of Understanding #2 Re: Multiple Positions

RENEW
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 (as outlined in these Local Conditions applicable to Lamont Health Care Centre), 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 (as outlined in these Local Conditions applicable to Lamont Health Care Centre).
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.

**RENEW
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 17.01(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:

Total Amount of Bursary Received	X	Number of Months <u>Remaining</u> in Commitment	=	Amount to be Repaid
		Total Months of Commitment		
6. This Letter of Understanding shall remain in effect for the term of the Collective Agreement.

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

Signed this _____ day of _____, 2022.

ON BEHALF OF LAMONT HEALTH CARE CENTRE.

WITNESS

ON BEHALF OF THE ALBERTA UNION OF PROVINCIAL EMPLOYEES

WITNESS