

**AUPE NURSING CARE  
INGOING PROPOSALS  
March 13, 2024**

**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.

The Union proposes current language on the following Articles (except for any required consequential amendments):

Preamble

3 – Recognition

4 – Union Membership and Dues Deduction

5 – Management Rights

6 – Respectful Workplace/No Discrimination

10 – Performance Appraisals

33 – Discipline and Dismissal

37 – Grievance Procedure

39 - Uniforms

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

LOU #3 – Employment in Multiple Positions

LOU #11 – Operating Room and Orthopedic Technician Training Educational Opportunity

LOU #16 – Northern Incentive Program

### **Items for Discussion**

1. AUPE would like to discuss a process to establish regulated Nurse/patient ratios in all settings.
2. AUPE would like to review Letter of Understanding Re: Seasonal Closures, Pediatric Home Care – School Programs between the Calgary Health Region and AUPE signed in July 2007 which is still being implemented.

COLLECTIVE AGREEMENT made this ~~12<sup>th</sup> day of May, 2022~~ \_\_\_\_\_

BETWEEN

**ALBERTA HEALTH SERVICES**  
(hereinafter referred to as the "Employer")

-and-

**ALLEN GRAY CONTINUING CARE CENTRE**  
(hereinafter referred to as the "Employer")

-and-

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

OF THE FIRST PART

-and-

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

OF THE SECOND PART

**ARTICLE 1**

**TERM OF COLLECTIVE AGREEMENT**

- 1.01 Except where otherwise stated in this Collective Agreement, this Collective Agreement, including appendices hereto unless altered by mutual consent of both Parties hereto, shall be in force and effect from and after the date upon which the Union and the Employer exchange notice of ratification by their principals of the terms of this Collective Agreement, up to and including ~~March 31, 2024~~ **March 31, 2026** and from year-to-year thereafter unless amended or terminated. Notification of desire to amend or terminate may be given, in writing, by either Party to the other Party not less than sixty (60) days nor more than one hundred and twenty (120) days prior to the expiration of its desire to amend this Collective Agreement.
- 1.02 Where notice is served by either Party to commence collective bargaining, this Collective Agreement shall continue in full force and effect until a new Collective Agreement has been executed.
- 1.03 In the event that any law passed by the Government of Alberta, or Canada renders null and void any provisions of this Collective Agreement, the remaining provisions shall remain in effect for the term of the Collective Agreement.
- 1.04 An Employee whose employment has terminated prior to the ratification of this Collective Agreement is eligible to receive retroactively any increase in wages, which the Employee would have received but for the termination of employment, upon submission of a written application to the Employer during the period between the expiry date of the preceding Collective Agreement and sixty (60) calendar days after the ratification of this Collective Agreement.
- 1.05 Any notice required 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 NW  
EDMONTON AB T5J 3E4

and in the case of the Union to:

The President  
Alberta Union of Provincial Employees  
10025 - 182 Street NW  
EDMONTON AB T5S 0P7

## ARTICLE 2

### DEFINITIONS

***Note: AUPE proposes that the Parties delay signing of this Article pending any additions identified through the course of collective bargaining.***

- 2.01 "Code" means the *Labour Relations Code*, as amended from time-to-time.
- 2.02 "Arbitration" shall take meaning from the section of the *Code* dealing with the resolution of a difference.
- 2.03 "Union" shall mean the Alberta Union of Provincial Employees (AUPE). In the event of a change of name of the aforementioned Union, the subsequent name shall be recognized.
- 2.04 "Basic Rate of Pay" shall mean the incremental step in the Salary Schedule applicable to an Employee in accordance with the terms of this Collective Agreement, exclusive of all premium payments.
- 2.05 "Continuous Service" shall mean the period of employment commencing on the latest date of employment within the bargaining unit that is not interrupted by termination or dismissal.
- 2.06 "Employee" shall mean a person covered by this Collective Agreement and employed by the Employer. At the time of hire the employment status of each Employee shall be determined in accordance with the following:
- (a) "Regular Employee" is one who works on a full-time or part-time basis on regularly scheduled shifts of a continuing nature:
    - (i) "Full-time Employee" is one who is regularly scheduled to work the full specified hours in Article 12A: Hours of Work (for facility employees) and Article 12B: Hours of Work (for community and mental health clinic employees) of this Collective Agreement;
    - (ii) "Part-time Employee" is one who is regularly scheduled for less than the normal hours specified in Article 12A: Hours of Work (for facility employees) and Article 12B: Hours of Work (for community and mental health clinic employees) of this Collective Agreement.
  - (b) "Casual Employee" is one 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.

- (c) "Temporary Employee" is one who is hired on a temporary basis for a full-time or part-time position:
- (i) for a specific job of more than three (3) months but less than twelve (12) months. A request by the Employer to extend the time limit shall not be unreasonably denied; or
  - (ii) 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; or
  - (iii) to replace a Full-time or Part-time Employee who is on approved leave of absence for a period in excess of three (3) months; or
  - (iv) to replace a Full-time or Part-time Employee who is on leave due to illness or injury where the Employee has indicated that the duration of such leave will be in excess of three (3) months.

Alteration of employment status thereafter will be regulated by the terms of this Collective Agreement.

- 2.07 "Employer" shall mean and include such officers as may from time-to-time be appointed, or designated, to carry out administrative duties in respect of the operations and management of the business.
- 2.08 The provisions of this Collective Agreement are intended to be gender neutral and gender inclusive. Similarly, the singular shall include the plural and vice-versa, as applicable.
- 2.09 "Site" shall mean the building(s), as designated by the Employer, at or out of which an Employee works.
- 2.10 "Registration" shall take meaning from the *Health Professions Act R.S.A. 2000, c. H-7* as amended. Registration is not membership in the Union.
- 2.11 "Shift" shall mean a daily tour of duty of not less than three (3) consecutive hours, excluding overtime hours.
- 2.12 "Shift Cycle" means the period of time when the shift schedule repeats itself. In those instances where the schedule does not repeat itself, the term "Shift Cycle" shall be understood to mean a period of time not exceeding twelve (12) weeks.
- 2.13 For the purpose of applying the terms of this Collective Agreement, time worked shall be deemed to have been worked on the day on which the majority of hours of the shift fall.
- 2.14 "Union Representative" means a representative from the Union authorized by the Union to act on behalf of an Employee.
- 2.15 "Local" means a Local of AUPE.
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- 2.16 "Bargaining Unit" shall mean the unit of Employees as described on the Labour Relations Board Certificate.
- 2.17 "Ambulance" shall include any vehicle or conveyance used for ambulance duty.

**ARTICLE 7**

**IN-SERVICE PROGRAMS AND PROFESSIONAL DEVELOPMENT**

- 7.01 (a) The Parties to this Collective Agreement recognize the value of continuing in-service education for Employees in the nursing profession and that the responsibility for such continuing education lies, not only with the individual, but also with the Employer. For the purpose of this Article, the term "in-service" includes: orientation, acquisition and maintenance of essential skills, and other programs which may be offered by the Employer.
- (b) **In-Services**
- The Employer reserves the right to identify specific in-service sessions as being compulsory for Employees and those required to attend such sessions shall be paid at the applicable rate of pay for attendance. **The Employer will schedule two (2) Shifts per Employee per year where the Employee is in a space conducive for learning and not providing patient care.** The following in-service programs shall be compulsory and shall be provided to Employees on an annual basis:
- (i) CPR (when established by the Employer as a mandatory qualification);
  - (ii) fire, evacuation and disaster procedures; and
  - (iii) proper lifting and prevention of back injuries.
- (c) Employees who, with prior approval of their supervisor, attend in-service programs which are not identified as compulsory by the Employer shall suffer no loss of regular earnings for attending such programs.
- (d) An Employee who is required by the Employer to attend in-service programs or staff meetings, shall be entitled to required course materials and registration fees, and the provisions of Article 21: Transportation and Subsistence, if applicable.
- (e) The Employer shall make available:
- (i) an annual in-service on the prevention and management of staff abuse;
  - (ii) an in-service on management of aggressive behavior, as deemed appropriate by the Employer; and
  - (iii) other education programs, as deemed appropriate by the Employer for the purpose of maintaining proficiency, including medication assistance training for Health Care Aides, where applicable.



- (f) The Employer shall make available in each site no fewer than five (5) current nursing journals. For the purposes of this provision, "available" includes, but is not limited to, journals made available in print, electronically, and through library circulation.
- (g) The provisions of Article 7.01 do not apply to Employees completing mandatory education programs related to minimum qualifications, where the Employee has been hired with the understanding that such qualifications must be obtained during the course of employment.
- (h) **Required in-services shall be made available in person upon Employee request and such request shall not be unreasonably denied.**
- (i) **The Employer shall pay for all certification or recertification programs which are identified as required or preferred for the position. Employees who attend any identified certification or recertification programs shall suffer no loss of regular earnings for attending such programs.**

#### 7.02 Professional Development Days

All Employees ~~required by the Employer to be registered as a Licensed Practical Nurse upon request,~~ shall be granted a ~~maximum of three (3)~~ **at least five (5)** professional development days annually for professional development related to nursing skills, at the Basic Rate of Pay. Such Employee shall be advised, prior to taking any professional development days of any transportation, registration fees, subsistence and other expenses that will be paid by the Employer.

## ARTICLE 8

### PROBATIONARY PERIOD / ORIENTATION

- 8.01 (a) An Employee shall serve a single probationary period of five hundred three and three-quarter (503  $\frac{3}{4}$ ) hours worked, exclusive of training and up to sixty (60) hours of paid orientation as per Article 8.02, for each period of continuous employment not interrupted by termination or dismissal. The Employer shall provide a written evaluation of each probationary Employee at least once during the Employee's probationary period.
- (b) The probationary period may be extended for a period up to an additional five hundred three and three-quarter (503  $\frac{3}{4}$ ) hours worked, by consent of the Union.
- (c) During the probationary period, the Employee may be terminated for any reason, without notice or pay in lieu of notice, except as may be provided by the provisions of the Alberta *Employment Standards Code*.
- (d) The Employer shall provide a reason for the termination to the Employee, and the Employee shall not have recourse to the grievance procedure set out in this Collective Agreement with respect to termination.
- 8.02 The Employer shall provide a paid orientation, the form and duration of which shall be determined by the Employer in consideration of the operational requirements of the applicable work area and the knowledge, skills, and abilities of the new Employee. **During the orientation period, the orientee shall be supernumerary.** The orientation for all Employees shall be a minimum of ~~six (6)~~ **ten (10)** shifts, inclusive of the following:
- (a) orientation for each shift pattern (days, and/or evenings, and/or nights) that the Employer assigns the Employee to work; and
- (b) an orientation to the site and/or Employer organization; as determined by the Employer; and
- (c) at minimum, the Employee's first (1<sup>st</sup>) ~~four (4)~~ **six (6)** shifts of patient/resident/client care shall be under guidance; and
- (d) any additional orientation deemed necessary by the Employer.
- 8.03 An Employee who has been absent for six (6) months or is temporarily assigned to a different work area, shall be provided with appropriate orientation, the form and duration of which shall be determined by the Employer, following consultation with the Employee.
- 8.04 Additional orientation requested by an Employee will not be unreasonably denied.
- 8.05 (a) **The Employer shall provide a list of new hires and their Site (and Unit if applicable) to each Chapter Chair prior to the first (1<sup>st</sup>) shift worked.**

- (b) A representative of the Union shall have the right to make a presentation of up to forty-five (45) minutes during the paid orientation or within the first (1<sup>st</sup>) four (4) shifts of patient/resident/client care of new Employees. Attendance at the presentation shall not be compulsory.
- (c) **Where the Employer provides an online orientation to new hires, the Employer shall provide the Union's online orientation program at the same time.**

**ARTICLE 9**

**SENIORITY**

- 9.01
- (a) An Employee's "seniority date" shall be the date on which a Regular or Temporary Employee's continuous service commenced within the bargaining unit, including all periods of continuous service as a Casual, Temporary or Regular Employee.
  - (b) Seniority shall not apply during the probationary period; however, once the probationary period has been completed, seniority shall be credited from the seniority date established pursuant to Article 9.01(a).
  - (c) Where:
    - (i) a Regular or Temporary Employee was employed as a Regular or Temporary Employee by an Employer that is party to this Collective Agreement (Previous Employer); and
    - (ii) the Regular or Temporary Employee leaves the employ of the Previous Employer; and
    - (iii) within thirty (30) days of such employment termination, becomes employed as a Regular or Temporary Employee with another Employer party to this Collective Agreement;

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

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

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

- 9.02 Seniority shall ~~be considered in determining~~ **determine**:
- (a) assignment of available shift schedules by work area(s), program(s) or site(s), whichever is applicable, subject to the provisions of Articles 12A, 12B, 29A, 29B, 40A, 40B and 40C;
  - (b) preference of vacation time in Article 23: Vacation by work area(s), program(s) or site(s), whichever is applicable;
  - (c) layoffs and recalls, subject to the provisions specified in Article 32: Layoff and Recall; and
  - (d) transfers and in filling vacancies within the bargaining unit subject to the provisions specified in Article 11: Appointments and Transfers; **and**;
  - (e) **involuntary transfer (whether it is a transfer for a single shift, or on a short-term basis, or a long-term basis, or on a permanent basis) to another Site or unit, which shall be carried out in order of reverse seniority.**
- 9.03 Seniority shall be considered broken, all rights forfeited, and there shall be no obligation to rehire:
- (a) when the employment relationship is terminated by either the Employer or the Employee;
  - (b) upon the expiry of twenty-four (24) months following the date of layoff, if during which time the Employee has not been recalled to work;
  - (c) if an Employee does not return to work on recall, as provided in Article 32.16.
- 9.04 (a) The Employer will maintain two (2) seniority lists, as follows:
- (i) a bargaining unit-wide seniority list, to be made available and provided to the union as necessary for the administration of this Collective Agreement;
  - (ii) a site-specific seniority list, to be posted on the Bulletin Board at the site; and
  - (iii) voluntary Employers shall be required to post a bargaining unit-specific seniority list at that bargaining unit's site(s) only.

- (b) Site specific seniority lists will be updated and posted not less frequently than every six (6) months following the first (1<sup>st</sup>) of the month following the date of ratification, and will include an Employee's name, classification, full-time equivalent (FTE), seniority date, and date of hire, if pursuant to Article 9.01(d), it is different from the seniority date. Bargaining unit-wide seniority lists will be updated and provided to the union as necessary for the administration of this Collective Agreement.
- (c) A copy of the site specific seniority lists will be provided to the Union following posting. The Union will have three (3) months in which to take issue with the seniority lists, otherwise, the seniority lists will be deemed to be correct.
- (d) Should a difference arise regarding an Employee's seniority, the Parties shall exchange information necessary to establish accurate seniority. Where an Employee's information is satisfactory to the Employer, the seniority date shall be amended accordingly. If the Employee is unable to provide satisfactory proof, the strict provisions of Article 9.01 will apply, based on the Employer's available records.

9.05 Seniority tie breaking

- (a) Where two (2) or more Employees have the same seniority date, the Union will conduct a random ordering to produce individual ranking of seniority.
- (b) Where a new Employee hired into the bargaining unit brings the same seniority date as Employees already in the bargaining unit, such Employee will be placed as the least senior of those Employees sharing the same seniority date.
- (c) Order of seniority established through the application of this Article shall continue in force and effect thereafter.

**ARTICLE 11**

**APPOINTMENTS, TRANSFERS AND VACANCIES**

11.01 **Posted Vacancies**

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

11.02 **Process to Fill Posted Vacancies**

- (a) Applications for vacancies or transfers, shall be made in writing to such officer as the Employer may designate.
- (b) When making transfers and filling vacancies within the bargaining unit, seniority shall be the determining factors ~~shall be the most requisite job-related skills, training, knowledge and other relevant attributes and where these factors are considered by the Employer to be equal and satisfactory,~~ seniority shall be the deciding factor. Applicants from the site(s) or, where applicable, the program where the vacancy exists shall be given first consideration.

- (c) All applicants for a posted transfer and/or vacancy, shall be informed in writing of their acceptance or rejection within five (5) working days of the date of the appointment. The Union shall be advised of the successful candidate. The Employer shall confirm in writing to the Employee at the time of hire or transfer, the classification and rate of pay for the position they are filling.
- ~~(d) Upon an Employee's request, the Employer will provide an unsuccessful candidate who has been interviewed with constructive feedback on their interview.~~

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

#### 11.04 **Trial Period Upon Transfer**

- (a) Transfers shall be on a trial basis. The transferred Employee shall serve a trial period of three hundred forty-eight and three-quarter (348  $\frac{3}{4}$ ) hours worked, exclusive of training requirements, in which to demonstrate the ability to fill the new position satisfactorily. During the trial period, the Employee may either:
  - (i) return to the Employee's former position, at the Employee's request; or
  - (ii) be returned to the Employee's former position.

In circumstances where the former position is unavailable, the Employer shall assign the Employee to a similar position consistent with their abilities and/or qualifications, which position may not be the specific position or in the specific area occupied prior to the transfer. The rate of pay for such position shall be at a rate of pay equivalent to that of their former position.

- (b) In the event that an Employee returns to their former position pursuant to Article 11.04(a), the Employer shall have one (1) opportunity to fill the resultant vacancy by selecting from the applicants on the original posting. Should the Employer exercise this right the posting provisions of this Article will be deemed to be satisfied.
- (c) An Employee who is transferred before completing their initial probationary period shall complete the initial probationary period as well as the trial period in Article 11.04(a) above.

11.05 The foregoing provisions shall be waived and inoperative when placement of an Employee in a job within the bargaining unit is effected to accommodate a request by the Workers' Compensation Board or the underwriters of the long-term disability income insurance plan to provide a period of rehabilitative work experience.



11.06

A Regular Employee who applies for and is successful on a temporary posting shall maintain their status as a Regular Employee. A Casual Employee who applies for and is successful for a temporary position shall receive all entitlements and benefits applicable to a Temporary Employee. At the completion of the temporary term, the Regular Employee shall return to their former position. At the completion of their temporary term, the Casual Employee shall resume the normal terms and conditions of employment applicable to a Casual Employee.

**ARTICLE 12A**

**HOURS OF WORK**

*Note: Replace Article 12A, 12B, 29A, and 29B with the following. Note this proposal includes moving Article 29A and 29B into new Article 12, except that changes to certain clauses in the current Article 29B are consequential to changes made to the current Article 12B (incorporated into new Article 12). Note additional consequential amendments to Articles 40A, 40B, and 40C.*

*There are several references to 12A, 12B, 29A, 29B, and 29C throughout the agreement. Where those Article numbers are referenced, it is the intent that they would be amended to reflect the new Article number.*

*The Union is proposing that the annual hours of work be reduced from the current 2022.75 to the 1920.75. However, we have proposed to include the meal break in the daily paid hours of work, and as such, the annual hours will increase. The Union is proposing a 5.3% increase to wages effective April 1, 2024 to ensure the change in annual hours does not decrease Employee compensation.*

**Applies To All Employees**

~~12A.13~~ **12.01** On the date fixed by proclamation, in accordance with the *Daylight Savings Time Act*, of conversion to Mountain Standard Time, regular hours of work shall be extended to include the resultant additional hour with additional payment due therefor at the applicable overtime rate. On the date fixed by said *Act* for the resumption of Daylight Savings Time, the resultant reduction of one (1) hour in the shift involved shall be effected with the appropriate deduction in regular earnings.

~~12A.06~~ **12.02** Employees shall be aware that, in the course of their regular duties, they may be required to work on various shifts throughout the twenty-four (24) hour period of the day and the seven (7) days of the week. The first (1<sup>st</sup>) shift of the working day shall be the one wherein the majority of hours worked fall between twenty-four hundred (2400) hours and zero eight hundred (0800) hours.

~~12A.08~~ **12.03** Shift Exchange

- (a) Employees may exchange shifts among themselves, **within a twelve (12) week time period**, 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; and
  - (iii) such exchange must not result in additional costs for the Employer when compared to the Employees' pre-exchange schedules.
- (b) Where such a request is made in writing, the Employer's reply shall also be in writing no more than seven (7) days after the request is made.

- (c) Such exchange shall be recorded on the shift schedule.
- (d) Such exchange shall not be deemed a violation of the provisions of this Collective Agreement.
- (e) **Employees who have an approved shift exchange shall no longer be responsible for their pre-exchanged shifts.**
- (f) **Where a Shift exchange involves a designated day of rest, the designated day of rest shall also be deemed to be exchanged.**

**Applies to Full-time Employees working 7.75-hour Shifts**

~~12A.01~~ **12.04** Regular hours of work for Full-time Employees, exclusive of meal periods shall be:

- (a) seven and three-quarter (7  $\frac{3}{4}$ ) consecutive hours per day;
- (b) ~~thirty eight and three quarter (38  $\frac{3}{4}$ )~~ **39.19** hours per week averaged over one (1) complete cycle of the shift schedule.

~~12A.02~~ **12.05 Rest Periods and Meal Periods**

Regular hours of work shall be deemed to:

- (a) include, as scheduled by the Employer; either:
  - (i) one (1) rest period of fifteen (15) minutes during each half shift of three point eight seven (3.87) hours; or
  - (ii) one (1) rest period of thirty (30) minutes during each full working shift of seven and three-quarter (7  $\frac{3}{4}$ ) hours, if this is more compatible with scheduling of work assignments;

the alternative to be applied shall be at the discretion of the Employer.

- (b) ~~exclude~~ **include** a meal period of not less than thirty (30) minutes to be scheduled by the Employer during each working day on which the Employee works in excess of four (4) hours.

~~12A.03~~ **12.06 Readily Available and/or work during meal periods and rest periods**

- (a) ~~Notwithstanding that the meal break is to be excluded in the calculation of regular hours of work, if~~ **If** the Employer requires an Employee to be readily available for duty during their meal period, they shall be so advised in advance and be paid for that meal period at **two times (2X)** their Basic Rate of Pay.

- (b) ~~If an Employee is recalled to duty or if the Employer requires an Employee to work during their meal period or rest period they shall be given a full meal period or rest period later in their shift, or, where that is not possible, be paid for the meal period or rest period as follows:~~
- ~~(i) — for a rest period, at two times (2X) their Basic Rate of Pay; or~~
  - ~~(ii) — for a meal period for which the Employee is entitled to be paid in accordance with Article 12A.03(a), at two times (2X) their Basic Rate of Pay; or~~
  - ~~(iii) — for a meal period for which the Employee is not otherwise entitled to be paid, at two times (2X) their Basic Rate of Pay.~~

**Employees recalled to duty during their meal periods or rest periods or unable to take a rest period or meal period, shall be given a full meal period or rest period later in their Shift, or, where that is not possible, be paid at 3X their basic rate of pay.**

~~12A.04~~ **12.07** (a) Schedules

Subject to Articles 12A.11, and ~~12A.12~~ shift schedules shall be posted twelve (12) weeks in advance or such shorter period as is mutually agreed between the Employer and a ~~local chapter representative~~ of the Union (advance notice period). **The Membership Services Officer, in consultation with the Chapter Chair (or designate), shall carry out a vote amongst Employees and advise the Employer of the result which must be 100% in agreement to proceed.**

(b) Line Selection

(i) Prior to posting a new shift schedule (advance notice period), the Employer shall make available to affected Employees the new shift schedule for a minimum of two (2) weeks during which timeline selection shall occur in accordance with Article 9.02(a) (line selection period). At the end of the line selection period, the advance notice period as required in Article ~~12A.04~~ **12.07**(a) shall begin.

(ii) **Line selection will be carried out in order of seniority.**

(iii) **Employees who are on a leave absence shall be contacted at their personal phone number and/or personal e-mail address on file with the Employer and be given an opportunity to select their line while on leave.**

~~(c) — Should an Employee be unable or unwilling to select their line within the line selection period, such Employee shall forfeit their right to line selection.~~

- (d)(c) The Employer shall allow a representative of the Union to reproduce a copy of the posted shift schedule which is inclusive of changes made by mutual agreement in accordance with Article ~~12A.05~~**12.08**(a).
- (d) **Unless mutually agreed between the Union and the Employer, the Employer shall not implement a new master rotation more than once in a twelve (12) month period, commencing from the revised shift schedule's implementation date.**

~~12A.05~~ **12.08** Scheduling Requirements

- (a) ~~Except in cases of emergency or by mutual agreement between a Regular Employee and the Employer,~~ Shift schedules shall provide for:
- (i) at least fifteen and one-half (15 ½) hours off duty between shifts, except in units or programs where the operations require staggered start and end times. In these units or programs, the Employees shall have at least fifteen (15) hours off duty between shifts;
  - (ii) **Where operations provide evening clinics or services, Employees shall have at least twelve (12) hours off duty between shifts;**
  - (iii) at least two (2) consecutive days of rest **wherein no hours are scheduled or worked on those days, including on-call hours;**
  - (~~iii~~ iv) days of rest on two (2) weekends in a **any 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;
  - (~~iv~~) ~~where operationally practicable as determined by the Employer, Article 12A.05(a)(iii) above may be amended to half of the weekends off over one (1) complete cycle of the shift schedule. Where a shift schedule provides for half of the weekends off over one (1) complete cycle of the shift schedule, such ratio will not be changed unless the Employer determines the ratio has become operationally impracticable;~~
  - (~~v~~) ~~an Employee shall not be scheduled to work seven (7) consecutive shifts more than twice in a five (5) week period;~~
  - (~~vi~~ v) ~~an Employee will not be scheduled to work~~ **not** more than seven (7) **six (6)** consecutive days **of work.**
  - (~~vii~~ vi) ~~A Regular Employee shall not be scheduled to work~~ **no** more than two (2) different shifts between scheduled days off ~~except as mutually agreed between the Employer and the Employee.~~

(vii) **Where possible, one (1) weekend in each four (4) week period shall be an extended weekend. "Extended Weekend" shall mean a Saturday and the following Sunday assuring a minimum of 79.75 hours off duty, provided not more than one (1) hour is worked on the last day of the extended weekend.**

~~(b) — There shall be two (2) optional scheduling systems available which may be implemented subject to Letter of Understanding #1 Re: Considering Optional Scheduling Systems, upon mutual agreement, in writing, between the Employer and the Union. Where an option is applied, the relevant provisions of Article 12A.05(a) above shall be amended as follows:~~

**Option I**

~~(i) — at least fifteen and one half (15 ½) hours off duty between shifts, except in units or programs where the operations require staggered start and end times. In these units or programs the Employees shall have at least fifteen (15) hours off duty between shifts;~~

~~(ii) — at least two (2) consecutive days of rest;~~

~~(iii) — days of rest on two (2) weekends in a six (6) week period. "Weekend" shall mean:~~

~~(A) — one (1) Saturday and the following Sunday and one (1) Friday and the following Saturday assuring a minimum of fifty six (56) hours off duty; or~~

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

~~(iv) — not more than six (6) consecutive days of work.~~

**Option II**

~~(i) — at least fifteen and one half (15 ½) hours off duty between shifts, except in units or programs where the operations require staggered start and end times. In these units or programs the Employees shall have at least fifteen (15) hours off duty between shifts;~~

~~(ii) — at least two (2) consecutive days of rest except that, twice in a five (5) week cycle, there may be a single day of rest which may not be followed by more than five (5) consecutive working days;~~

~~(iii) — days of rest on two (2) weekends in a five (5) week period. "Weekend" shall mean a Saturday and the following Sunday, assuring a minimum of fifty six (56) hours off duty;~~

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

- (e) ~~Except when application of this Article is waived by mutual agreement between the Employee and the Employer, if an Employee is required by the Employer to change shifts without receiving fifteen (15) or fifteen and one-half (15 ½) hours off duty as applicable, they shall be entitled to premium pay at two times (2X) their Basic Rate of Pay for that shift. This section does not apply to cases where Articles 12A.11 and 12A.12 has been applied in altering a shift schedule.~~
- (b) **Violation of any provision in 12.08 shall result in payment to each affected Employee at 2X the Employee's Basic Rate of Pay for all regular hours worked during the period of violation.**
- ~~(d)~~ (c) Additional optional scheduling systems may be mutually agreed to in writing between the Employer and the Union.

~~12A.07~~ **12.09 Shift Patterns**

- (a) The Employer, in scheduling shifts, shall take into consideration an Employee's request for certain shift schedules, subject to the requirements of Article 12A.05.
- (b) The shift patterns which may be available are:
  - (i) ~~days, evenings, nights (rotation), however the Employer shall endeavor to minimize application of such rotation~~ **rotation (only by request of Employee);**
  - (ii) days only;
  - (iii) evenings only (only by Employee request);
  - (iv) nights only (only by Employee request);
  - (v) evenings and days (rotation);
  - (vi) nights and evenings (rotation) (only by Employee request);
  - (vii) nights and days (rotation).
- (c) **The Employer shall endeavour to minimize the assignment of different Shift patterns between designated days of rest, where Employees are working a Shift pattern 12.09(b)(i) or (vi) or (vii) which begins with night Shifts. Where possible, there shall be at least 56 hours off duty between a night Shift to day Shift change.**

- (~~e~~)(d) (i) A request by an Employee to work shift patterns ~~12A.07 12.09~~(b)(iii), (iv) or (vi) shall not be unreasonably denied, provided however that the Employer shall have the right to assign periods of day duty for the purpose of maintaining proficiency totaling not more than one hundred sixteen and one-quarter (116  $\frac{1}{4}$ ) regular hours worked in a calendar year. An Employee who has requested to work shift pattern ~~12A.07 12.09~~(b)(iii), (iv) or (vi), may alter such request only after:
  - (A) having worked such shift pattern for a minimum of twelve (12) months; and
  - (B) upon giving written notice to the Employer.
- (ii) Upon receiving a request or requests to revert under ~~12A.07 12.09~~(c), the Employer shall provide all other Employees working shift patterns ~~12A.07 12.09~~ (b)(iii), (iv) or (vi) on the schedule notice of the reversion request to determine whether or not they also wish to revert, commencing with the posting of the revised shift schedule in Article ~~12A.07 12.09~~(c)(iii)(A). Such notice will be provided regardless of how long the other Employees on the schedule have worked in those shift patterns.
- (iii) The Employer:
  - (A) shall post a revised shift schedule to become effective within fourteen (14) weeks of receiving the initial request(s); and
  - (B) shall not be required to revise the shift schedule more than once in any twelve (12) month period, commencing from the revised shift schedule's implementation date.
- (~~d~~) (e) An application under Article 11: Appointments and Transfers, in response to a position with shift patterns listed in Article ~~12A.07 12.09~~ (b)(iii), (iv) or (vi), constitutes an Employee request for the purposes of Article ~~12A.07 12.09~~.
- (~~e~~)(f) (i) Employees working shift choices (i), (v) and (vii), shall be assigned a day duty at least one-third (1/3) of the time during the shift cycle. For the purpose of applying the foregoing an Employee will be deemed to have been assigned day duty for those periods of time absent on vacation or on or for a Named Holiday that would have except for such absence been day duty, to which the Employee would have been assigned in accordance with the shift schedule. Scheduled days of rest shall not be considered as day duty for the purpose of applying this provision.



(ii) Where operationally practicable as determined by the Employer, Article ~~12A.07~~ **12.09** (e)(i) above may be amended to up to two-fifths (2/5) day duty during the shift cycle.

(~~f~~ **g**) An Employee will not be required to work split shifts except by mutual agreement, **in writing**, between the Employee and the Employer. **No portion of a split shift shall be less than three (3) hours.**

~~12A.09~~ **12.10** ~~When an Employee reports for work as scheduled, and is directed by the Employer to leave, they shall be compensated for the inconvenience by a payment equivalent to three (3) hours' pay at their Basic Rate of Pay.~~

**Pay for cancelled or shortened Shift**

(a) **In the event that an Employee reports for work as scheduled and is requested by the Employer to leave:**

(i) **the Employee shall be compensated for the inconvenience by a payment equal to four (4) hours pay at the Employee's applicable rate of pay, exclusive of Shift differential and weekend premium payments. Such Employee shall be reimbursed for the cost of reasonable, necessary, and substantiated transportation expenses for a round trip between the place of employment and the Employee's home.**

(ii) **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.**

(iii) **No Employee shall receive payment for Article 12.07(a) and Article 12.07(b) concurrently.**

(iv) **For Community and Mental Health Clinic Employees: An Employee will be paid for regularly scheduled hours of work at their Basic Rate of Pay when a work period is cancelled by the Employer or client with less than twenty-four (24) hours' notice provided that no alternative assignment is available.**

(b) **Where an Employee volunteers or agrees, when requested, to work additional Shifts or to work beyond the Employee's regularly scheduled daily hours or pre-agreed length of Shift, and the Shift is then cancelled by the Employer with less than twenty-four (24) hours' notice, they shall be paid the applicable rate of pay for all hours they would have worked had the shift not been cancelled.**

~~12A.10~~ — ~~A Regular Employee shall not be scheduled to work more than two (2) different shifts between scheduled days off except as mutually agreed between the Employer and the Employee.~~

~~12A.11~~**12.11 Penalties for Schedule Changes**

**The following penalties shall apply when the Employer makes changes to a posted schedule:**

**(a) Change to scheduled days off with less than 28 days' notice**

~~Except when application of this Article is waived by mutual agreement between the Employee and the Employer,~~ **Where an Employee's scheduled days off are changed without ~~fourteen (14)~~ **twenty-eight (28)** calendar days' notice, the Employee shall be paid at ~~two times (2X)~~ **three times (3X)** for all hours worked on what should otherwise have been their off-duty days.**

**(b) Change to scheduled days off with 28 days' notice**

**When an Employee's scheduled days off are changed with twenty-eight (28) days' notice, they shall be paid two times (2X) their Basic Rate of Pay for all hours worked on what would otherwise have been their off-duty days.**

~~12A.12~~ **(c) Change to scheduled shift but not days off without 28 days' notice**

~~Except when application of this Article is waived by mutual agreement between the Employee and the Employer, if, in the course of a posted schedule,~~ **If the Employer changes an Employee's scheduled shift, but not their scheduled days off, they shall be paid at the rate of ~~two times (2X)~~ **three times (3X)** their Basic Rate of Pay for all hours worked ~~during the first (1<sup>st</sup>) shift of the changed~~ **adjusted Shifts in the** schedule, unless ~~fourteen (14)~~ **twenty-eight (28)** calendar days' notice of such change has been given.**

**(d) Change to scheduled shift but not days off with 28 days' notice**

**If the Employer changes an Employee's scheduled shift, but not their scheduled days off, with twenty-eight (28) calendar days' notice of the change, they shall be paid at the rate of two times (2X) their Basic Rate of Pay for all hours worked of the adjusted Shifts in the schedule.**

**(e) Change of shift without minimum time off between shifts**

~~Except when application of this Article is waived by mutual agreement between the Employee and the Employer, if~~ **If** an Employee is required by the Employer to change shifts without receiving fifteen (15) or fifteen and one-half (15 ½) hours off duty as applicable, they shall be entitled to premium pay at two times (2X) their Basic Rate of Pay for that shift. This ~~section~~ **clause** does not apply to cases where Articles 12A.11 and 12A.12 has been applied in altering a shift schedule.

#### **12A.14 12.12 Flexible Hours**

- (a) Employees may work flexible hours by mutual agreement between the Employee and Employer, whereby at a mutually agreeable time the Employer will provide and the Employee shall take time off:
  - (i) for those hours worked during the normal rest period; and
  - (ii) in place of overtime pay for those hours worked in excess of seven and three-quarter (7 ¾) hours in a day or ~~thirty-eight and three-quarter (38 ¾)~~ **thirty-nine point one-nine (39.19)** hours in a week averaged over one (1) cycle of this shift schedule;in which event Articles ~~12A.01, 12A.04, 12A.05~~ **12.04, 12.07, 12.08**, and **Article** 13, shall have no application.
- (b) The Employee shall be paid for the time taken off in place of overtime pay at the same rate the Employee would have been paid wages had the Employee worked those hours on a normal working day.
- (c) If time off in place of overtime pay is not provided and taken in accordance with the foregoing, the Employee will be paid overtime pay in accordance with Article 13.05.

#### **Applies to Part-Time Employees working 7.75-hour Shifts**

Except as modified below, all provisions of this Collective Agreement shall apply to Part-time Employees.

**12.13** Regular hours of work, exclusive of meal periods, shall be up to seven and three-quarter (7 ¾) consecutive hours in any day and shall be less than ~~thirty-eight and three-quarter (38 ¾)~~ **thirty-nine point one-nine (39.19)** hours per week, averaged over one (1) complete cycle of the shift schedule. The ratio of work days to non-work days shall not exceed 5:2 in a six (6) calendar week period beginning on the first (1<sup>st</sup>) day of the first (1<sup>st</sup>) pay period following ninety (90) days after the ratification date.

#### **12.14 Designated Days of Rest**

- (a) **An average of at least two (2) consecutive days per week, and a total of nine (9) days each four (4) week period shall be scheduled as**

designated days of rest. Employees may agree to exchange their designated days of rest to other non-scheduled days. When they agree to do so, no overtime or penalty payment is required.

(b) **Designated Days of Rest on Weekends**

Designated days of rest shall occur on 1/2 of the weekends, averaged over one (1) complete Cycle of the Shift Schedule, provided that an Employee shall not be scheduled to work more than two (2) consecutive weekends. "Weekend" shall mean a Saturday and the following Sunday, assuring a minimum of 56 hours off duty provided not more than one (1) hour is worked on the Sunday. Where possible, Employees shall not be required to work beyond 1800 hours on the day preceding the designated days of rest when designated days of rest fall on a weekend. Provided however that, when scheduling considerations make compliance with the requirement that designated days of rest fall on a weekend impracticable, such will not be required.

12.15 **Additional Shifts**

- (a) A Part-time Employee may work additional shifts.
- (b) Where a Part-time Employee volunteers or agrees, when requested, to work additional ~~shifts~~ **Shifts which are not designated as the Employee's scheduled days of rest, or to work beyond the Employee's regularly scheduled daily hours or pre-agreed length of Shift**, they shall be paid their basic rate for ~~such~~ hours worked **up to 7.75 hours in a day and at 2X the applicable basic hourly rate for those hours worked in excess of 7.75 hours in a day.** ~~, or if applicable, at the overtime rate(s) provided in Article 29C.02.~~
- (c) Where the Employer requires a Part-time Employee to work without them having volunteered or agreed to do so **or on the Employee's scheduled day of rest**, they shall be paid ~~the applicable overtime rate provided in Article 29C.02.~~ **2X the applicable basic hourly rate for work performed.**
- (d) At the time additional work is being offered, the Employee shall be responsible for advising the Employer that the Employee will be in an overtime situation if they accept the additional work. The Employer is not obligated to call in Part-time Employees for additional work if such additional work would result in the Employer having to incur overtime costs.
- (e) **Opportunities for additional hours of work shall be posted in such a way that all Employees who are eligible to work the additional hours are able to see the opportunities that are available prior to them being assigned.**

- (~~e~~) (f) Opportunities for additional hours of work shall **first** be distributed equitably among the Regular Part-time Employees ~~and the Casual Employees~~ who have requested additional hours of work, **and then to Casual Employees.**
- (~~e~~) (d) ~~Notwithstanding Article 12B.11(b),~~ where there are unusual circumstances that require unique skills, consideration for patient care requirements, consideration for program efficiency and effectiveness, or where Employees are not available, the Employer may utilize the most appropriate Employee.
- (~~b~~) (e) Where a Part-Time Employee replaces another Employee in an extended work day shift in accordance with Articles 40A.04 or 40B.04, they shall be paid at their Basic Rate of Pay for those hours worked up to eleven and one-quarter (11 ¼) hours in a day.

~~29A.15~~ **12.16 Flexible Hours**

- (a) Regular Part-time Employees may work flexible hours by mutual agreement between the Employee and Employer, whereby at a mutually agreeable time the Employer will provide and the Employee shall take time off:
  - (i) for those hours worked during the normal rest period; and
  - (ii) in place of overtime pay for those hours worked in excess of seven and three-quarter (7 ¾) hours in a day or ~~one hundred and fifty five (155)~~ **one-hundred fifty-six point seven-six (156.76)** hours over a four (4) calendar week period beginning on the first (1<sup>st</sup>) day of the first (1<sup>st</sup>) pay period following ninety (90) days after the ratification date,  
  
in which event Articles ~~29A.02, 29A.05, 29A.06~~ **12.07, 12.08, 12.13** and ~~29C.02~~ **29.02** shall have no application.
- (b) The Employee shall be paid for the time taken off in place of overtime pay at the same rate the Employee would have been paid wages had the Employee worked those hours on a normal working day.
- (c) If time off in place of overtime pay is not provided and taken in accordance with the foregoing, the Employee will be paid overtime pay in accordance with Article ~~29C.02~~ **29.02**.

**ARTICLE 12B**

**HOURS OF WORK**

**FOR COMMUNITY AND MENTAL HEALTH CLINIC EMPLOYEES**

~~12B.01 Regular hours of work for Full time Employees, exclusive of meal periods shall be:~~

- ~~\_\_\_\_\_ (a) seven and three quarter (7 <sup>3</sup>/<sub>4</sub>) consecutive hours per day;~~
- ~~\_\_\_\_\_ (b) thirty eight and three quarter (38 <sup>3</sup>/<sub>4</sub>) hours per week averaged over one (1) complete cycle of the shift schedule.~~

~~12B.02 Regular hours of work shall be deemed to:~~

- ~~\_\_\_\_\_ (a) include, as scheduled by the Employer, either:~~
  - ~~\_\_\_\_\_ (i) one (1) rest period of fifteen (15) minutes during each half shift of three point eight seven (3.87) hours; or~~
  - ~~\_\_\_\_\_ (ii) one (1) rest period of thirty (30) minutes during each full working shift of seven and three quarter (7 <sup>3</sup>/<sub>4</sub>) hours, if this is more compatible with scheduling of work assignments;~~
- ~~\_\_\_\_\_ the alternative to be applied shall be at the discretion of the Employer.~~
- ~~\_\_\_\_\_ (b) exclude a meal period of not less than thirty (30) minutes to be scheduled by the Employer during each working day on which the Employee works in excess of four (4) hours.~~

~~12B.03 (a) Notwithstanding that the meal break is to be excluded in the calculation of regular hours of work, if the Employer requires an Employee to be readily available for duty during their meal period, they shall be so advised in advance and be paid for that meal period at their Basic Rate of Pay.~~

- ~~\_\_\_\_\_ (b) If an Employee is recalled to duty or if the Employer requires an Employee to work during their meal period or rest period they shall be given a full meal period or rest period later in their shift, or, where that is not possible, be paid for the meal period or rest period as follows:~~
  - ~~\_\_\_\_\_ (i) for a rest period, at two times (2X) their Basic Rate of Pay; or~~
  - ~~\_\_\_\_\_ (ii) for a meal period for which the Employee is entitled to be paid in accordance with Article 12B.03(a), at two times (2X) their Basic Rate of Pay; or~~
  - ~~\_\_\_\_\_ (iii) for a meal period for which the Employee is not otherwise entitled to be paid, at two times (2X) their Basic Rate of Pay.~~

~~12B.04 (a) Except in cases of emergency or by mutual agreement between a Regular Employee and the Employer, shift schedules shall provide for:~~

~~(i) at least fifteen and one half (15 ½) hours off duty between shifts, except in units or programs where the operations require staggered start and end times or where the operations provide evening clinics or services. In these units or programs the Employees shall have at least twelve (12) hours off duty between shifts;~~

~~(ii) at least two (2) consecutive days of rest; and~~

~~(iii) days off to be scheduled in such a way as to equally distribute weekends off over a shift cycle among Regular Full time and Regular Part time Employees who perform the work involved.~~

~~(iv) Article 12B.04(a)(iii) above does not apply to an Employee who is hired into, or by choice is in, a position that is assigned to work weekends on a regular basis.~~

~~(v) Employees will not be scheduled to work more than six (6) consecutive days.~~

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

~~12B.05 An Employee may work a split shift where agreed, in writing, between the Employer and Employee. No portion of a split shift shall be less than three (3) hours.~~

~~12B.06 An Employee will be paid for regularly scheduled hours of work at their Basic Rate of Pay when a work period is cancelled by the Employer or client with less than twenty four (24) hours' notice provided that no alternative assignment is available.~~

~~12B.07 Employees shall be aware that, in the course of their regular duties, they may be required to work on various shifts throughout the twenty four (24) hour period of the day and the seven (7) days of the week. The first (1<sup>st</sup>) shift of the working day shall be the one wherein the majority of hours worked fall between twenty four hundred (2400) hours and zero eight hundred (0800) hours.~~

~~12B.08 (a) Employees may exchange shifts among themselves, provided that:~~

~~(i) the exchange is agreed to, in writing, between the affected Employees; and~~

~~(ii) prior approval of such exchange has been given by the Employee's immediate supervisor; and~~

~~(iii) such exchange must not result in additional costs for the Employer when compared to the Employee's pre-exchange schedule.~~

- ~~\_\_\_\_\_ (b) Where such a request is made in writing, the Employer's reply shall also be in writing no more than seven (7) days after the request is made.~~
- ~~\_\_\_\_\_ (c) Such exchange shall be recorded on the shift schedule.~~
- ~~\_\_\_\_\_ (d) Such exchange shall not be deemed a violation of the provisions of this Collective Agreement.~~
- ~~12B.09 On the date fixed by proclamation, in accordance with the *Daylight Savings Time Act*, of conversion to Mountain Standard Time, regular hours of work shall be extended to include the resultant additional hour with additional payment due therefor at the applicable overtime rate. On the date fixed by said *Act* for the resumption of Daylight Savings Time, the resultant reduction of one (1) hour in the shift involved shall be effected with the appropriate deduction in regular earnings.~~
- ~~12B.10 (a) Employees may work flexible hours by mutual agreement between the Employee and Employer, whereby at a mutually agreeable time the Employer will provide and the Employee shall take time off:
  - ~~\_\_\_\_\_ (i) for those hours worked during the normal rest period; and~~
  - ~~\_\_\_\_\_ (ii) in place of overtime pay for those hours worked in excess of seven and three quarter (7 <sup>3</sup>/<sub>4</sub>) hours in a day or thirty eight and three quarter (38 <sup>3</sup>/<sub>4</sub>) hours in a week averaged over one (1) cycle of this shift schedule,~~in which event Articles 12B.01, 12B.04 and 13 shall have no application.~~
- ~~\_\_\_\_\_ (b) The Employee shall be paid for the time taken off in place of overtime pay at the same rate the Employee would have been paid wages had the Employee worked those hours on a normal working day.~~
- ~~\_\_\_\_\_ (c) If time off in place of overtime pay is not provided and taken in accordance with the foregoing, the Employee will be paid overtime pay in accordance with Article 13.05.~~
- ~~12B.11 (a) Every reasonable effort will be made to schedule Regular Employees to their regular FTE.~~
- ~~\_\_\_\_\_ (b) Every reasonable effort will be made to distribute Additional work at the site **shall be distributed** on the basis of seniority.~~
- ~~\_\_\_\_\_ (c) Notwithstanding Article 12B.11(b), where there are unusual circumstances that require unique skills, consideration for patient care requirements, consideration for program efficiency and effectiveness, or where Employees are not available, the Employer may utilize the most appropriate Employee.~~
- ~~\_\_\_\_\_ (d) Additional hours includes work of a Temporary or project nature.~~



~~12B.12~~ ~~Optional Scheduling Provision~~

~~There will be an optional scheduling system available. An extended work day may be implemented between the Union and the Employer. The regular hours of this scheduling system shall not exceed:~~

- ~~(a) ten (10) consecutive hours per day at the Basic Rate of Pay;~~
- ~~(b) seventy seven point five (77.5) hours averaged over fourteen (14) calendar days.~~

**ARTICLE 13**

**OVERTIME**

- 13.01 (a) Overtime is all time authorized by the Employer and worked by an Employee in excess of seven and three-quarter (7 <sup>3</sup>/<sub>4</sub>) hours per day, and/or on the scheduled days of rest. ~~for Full-time Employees. The Employer shall provide on each ward or unit overtime forms which are to be signed by the designated authorizing person and a copy shall be given to the Employee at the time the overtime is worked.~~
- (b) **Overtime hours shall be distributed as equitably as possible within the following order:**
- (i) **Full-time Employees, then**
  - (ii) **Part-time Employees, then**
  - (iii) **Casual Employees**
- (b) (c) The Employer shall designate an individual at the site who may authorize overtime. The Employer shall not unreasonably deny authorization after the fact for overtime worked where such overtime has arisen as a result of unforeseeable circumstances in which it is impossible to obtain prior authorization.
- 13.02 (a) The overtime rate of two times (2X) the applicable Basic Rate of Pay shall be paid for all overtime worked immediately following or preceding an Employee's scheduled shift **provided they agree to work the overtime.**
- 13.03 **Subject to Article 13.05, Where where** an Employee works overtime on a Named Holiday in accordance with Article 22, Named Holiday pay as outlined in Article 22.03 shall not apply for overtime hours worked. Overtime worked on a Named Holiday shall be paid as follows:
- (a) for all overtime hours worked on a Named Holiday at two point five times (2.5X) the applicable Basic Rate of Pay.
  - (b) for all overtime hours worked on August Civic Holiday and Christmas Day at three times (3X) the applicable Basic Rate of Pay.
- 13.04 The overtime rate of two times (2X) the applicable Basic Rate of Pay shall be paid for overtime on all days off that are worked.

13.05

**Mandatory Overtime**

- (a) **Mandated overtime shall mean a requirement by the Employer to work overtime immediately following a shift and without consent of the Employee. Only Employees who are registered with a licensing body under the *Health Professions Act* may be mandated to work overtime.**
- (b) **Prior to assigning mandatory overtime, the Employer shall ensure that all Full-time, Part-time and Casual Employees have been offered the shift, including at Overtime rates of pay.**
- (c) **The assignment of mandatory overtime shall be the responsibility of an out-of-scope manager and shall be assigned on a fair and equitable basis.**
- (d) **Employees shall not be mandated to work overtime when they are not fit for work.**
- (e) **Mandatory overtime shall be paid at the rate of three times (3X) the applicable Basic Rate of Pay.**
- (f) **Employees shall be reimbursed for all non-refundable costs when mandated to work.**
- (g) **The Employer shall provide to the Union, on a bi-weekly basis, a report of mandatory and non-mandatory overtime hours, unfilled Shifts, and staff substitutions by cost centre.**
- (h) **The Employer shall endeavour to minimize the use of mandatory overtime by taking reasonable steps to avoid a situation requiring mandatory overtime.**
- (i) **All mandated overtime hours worked on a Named Holiday shall be paid at three point five times (3.5X) the applicable Basic Rate of Pay.**
- (j) **All mandated overtime hours worked on August Civic Holiday and Christmas Day shall be paid at four times (4X) the applicable Basic Rate of Pay.**

13.0506

**Time Off in Lieu of Overtime**

- (a) **Overtime may be accumulated and taken in time off at a mutually acceptable time at the applicable premium rate. ~~Such accumulation shall not exceed thirty eight and three quarter (38 ¾) hours.~~**
- (b) **Upon an Employee request to take time-off-in-lieu of overtime, the Employer shall indicate approval or disapproval in writing as soon as possible but within 14 days of the request. If the request is denied, the Employer will advise the Employee in writing of the reason(s) for the denial. Requests shall not be unreasonably denied.**

- (c) Time off not taken by the last pay period end date in March in any given year shall be paid out unless otherwise mutually agreed. ~~Such request~~ **Subject to 13.06(d), requests** to carry over lieu time shall be submitted by the Employee in writing prior to February 1<sup>st</sup> and shall not be unreasonably denied.
- (d) **Requests made under 13.06(b) which are denied by the Employer shall entitle the Employee to carry over the equivalent time at their sole discretion until such time as the Employee requests a pay-out or until a request for time off is approved.**

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

13.07 An Employee who works in excess of ~~four (4)~~ **three (3)** hours of overtime immediately following a scheduled shift shall be ~~provided with access to a meal and snacks at no cost.~~ **entitled to a meal expense of twenty-five dollars (\$25.00) without a receipt.**

13.08 Except in cases of emergency, no Employee shall be requested or permitted to work more than sixteen (16) hours (inclusive of regular hours and overtime hours) in a twenty-four (24) hour period beginning at the first (1<sup>st</sup>) hour the Employee reports for work.

13.09 (a) Where an Employee works overtime immediately following their shift and there is not a minimum of ~~seven and one half (7 1/2)~~ **ten (10)** consecutive hours off duty in the twelve (12) hours preceding the Employee's next shift, at the Employee's request, the Employee shall be entitled to ~~seven and one half (7 1/2)~~ **ten (10)** consecutive hours of rest before commencing their next Shift without loss of earnings.

(b) The Employee in the above situation will advise ~~the Employer's~~ **their** supervisor, ~~as far in advance as possible and in any event, not less than two (2) hours in advance of the next shift, that the Employee~~ **that they** will not be reporting for duty at the scheduled time.

## ARTICLE 14

### SALARIES

- 14.01 The Basic Rates of Pay as set out in the Salary Schedule shall be applicable to all Employees covered by this Collective Agreement.
- 14.02 Subject to any of the other terms of this Collective Agreement providing for the withholding or delay in granting of an increment, an Employee's Basic Rate of Pay will be advanced to the next higher Basic Rate of Pay following:
- (a) in the case of a Full-time Employee, one (1) year of service, excluding unpaid absences of thirty (30) consecutive days or more; or
  - (b) Part-time and Casual Employees shall be entitled to an increment on the completion of two thousand twenty-two and three-quarter (2,022  $\frac{3}{4}$ ) hours worked and thereafter a further increment upon the completion of each period of one thousand eight hundred thirteen and one-half (1,813  $\frac{1}{2}$ ) hours worked to the maximum increment granted Full-time Employees.
- 14.03 When an Employee is transferred to a classification with a higher rate of pay, they shall be ~~advanced to the start rate of such higher classification, except where that start rate is lower than the Employee's existing Basic Rate of Pay. In the latter case, they shall be advanced to the next higher increment that provides an increase to the existing Basic Rate of Pay~~ **placed at the same step in the salary appendix that they held prior to the promotion.**
- 14.04
- (a) When an Employee voluntarily transfers to a classification with a lower rate of pay, their salary shall be adjusted immediately to the basic rate they would have been entitled to, had they been in the lower rated classification from commencement of employment.
  - (b) An Employee whose position is reclassified to one with a lower Basic Rate of Pay, through no cause of their own, shall continue to receive their previous Basic Rate of Pay until the Basic Rate of Pay for the lower paid classification is equal to or greater than their previous Basic Rate of Pay, or for a period of twenty-four (24) months, whichever is earlier, at which time they will then receive the Basic Rate of Pay for the classification to which the position is allocated.
- 14.05 Should the Employer find it necessary to create a new classification during the life of this Collective Agreement, the new classification will be included within the scope of the unit for which the Union is the certified bargaining agent provided that:
- (a) The Parties to this Collective Agreement mutually agree that the classification is within the scope of the unit for which the Union is the certified bargaining agent or, failing that;

- (b) The Labour Relations Board rules that the new classification is within the scope of the unit for which the Union is the certified bargaining agent.

14.06

**New Classifications**

- (a)
  - (i) When a new classification is created under Article 14.05 above, for which there is no pay scale in this Collective Agreement, the Employer may establish a pay scale and agrees to give written notice to the Union of the new classification and the pay scale for such classification within twenty (20) calendar days.
  - (ii) The Union may contest the pay scale by sending written notice to the Employer not later than twenty (20) calendar days from the date of the Employer's notice. Should the Union not provide the Employer with notice within this twenty (20) calendar day time limit, the Union shall not refer the matter to Arbitration in Article 14.06(a)(iii).
  - (iii) Should the Parties, through discussion and negotiations, not be able to agree to the pay scale, the Union may, within sixty (60) calendar days of the date the new classification was created, refer the salary scale to Arbitration pursuant to Article 37.06. Should the Union not refer the matter to Arbitration within this sixty (60) calendar day time limit, the Employer's final position shall be implemented.
  - (iv) If the pay scale is amended as a result of negotiations or arbitration, the amended pay scale shall be effective from the date the Union received notice from the Employer of the new classification.
- (b) Should the Parties through discussion and negotiation, not be able to agree to a position title, it is understood that the Employer's decision in respect to the position title shall not be subject to the Grievance and Arbitration procedure.

14.07

**Classification Review**

- (a) An Employee who has reason to believe that they are improperly classified due to a substantial change in job duties, may apply to the Department Director, or designate, to have the Employee's classification reviewed. The Director, or designate, will review the Employee's application and advise the Employee of the Employer's decision.
- (b) Following the Employer's decision in Article 14.07(a), should the Employee feel that they are still improperly classified, they may request that the matter be further reviewed by discussion between the Union and the Employer.

- (c) The Employer shall notify the Union of its decision within sixty (60) calendar days of the matter being brought by the Union to the Employer under Article 14.07(b).
- (d) The Employer's decision in Article 14.07(c) shall not be subject to the Grievance and Arbitration procedure.

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

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

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

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

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

14.11 Should the Employer issue an Employee an overpayment of wages and/or entitlements, then the Employer may make the necessary monetary or entitlement adjustments and take such internal administrative action as is necessary to correct such errors. The Employer shall notify the Employee in writing that an overpayment has been made and discuss repayment options. By mutual agreement between the Employer and the Employee, repayment arrangements shall be made. In the event mutual agreement cannot be reached, the Employer shall recover the overpayment by deducting up to ten percent (10%) of the Employee's gross earnings per pay period. If the Employee resigns or is terminated for cause prior to repayment, the Employer may deduct the balance left owing from their final pay cheque or other funds due on termination.

#### 14.12 Educational Allowance

~~1. This Letter of Understanding shall apply to~~

- (a) Employees in the ~~following~~ classifications of Rehabilitation Attendant **and/or** Rehabilitation Care Worker **shall be eligible to receive an Educational Allowance pay step.**

- (b) For the purpose of determining an Employee's access to an educational allowance pay step, the Employer shall recognize the following courses or certificates, or equivalencies, as determined by the Employer, from *bona fide* post-secondary institutions, supported by proof submitted by the Employee:
  - (i) Personal Care Attendant (PCA);
  - (ii) Personal Support Aide (PSA); and
  - (iii) Graduate Practical Nursing (GPN).
- (c) If a new Employee is hired into one (1) of the classifications outlined in paragraph 1 above, on or after the date of ratification, and the new Employee has successfully completed one (1) or more recognized courses or certificates as outlined in ~~paragraph 2~~ (b) above, upon provision of proof of qualifications to the Employer, such course work shall be recognized as one (1) yearly unit of previous experience, pursuant to Article 14.09.
- (d)
  - (i) An Employee who, during the term of this Collective Agreement, successfully completes one (1) or more recognized courses or certificates as outlined in ~~paragraph 2~~ (b) above, shall be moved one (1) increment. Such increment shall be paid from the date the Employee provides proof of qualifications to the Employer.
  - (ii) For Regular Full-time Employees, the date as determined by ~~paragraph 4(a)~~ (d)(i) above shall become the Employee's anniversary date for increment purposes.
  - (iii) Part-time and Casual Employees shall be entitled to a further increment following the completion of one thousand eight hundred thirteen and one-half (1,813 ½) hours worked from the date determined by ~~paragraph 4(a)~~ (d)(i) above.
- (e) An Employee shall be eligible for a maximum of one (1) increment increase in the application of this ~~Letter of Understanding~~ **clause**.



**ARTICLE 15**

**NOTICE OF SUBCONTRACTING NO CONTRACTING OUT/BARGAINING UNIT  
WORK**

15.01 ~~In the event Regular Employees will be displaced due to subcontracting, 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 interests of Employees so affected.~~

- (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 this bargaining unit.**

**ARTICLE 16**

**SHIFT DIFFERENTIAL AND PREMIUMS**

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

- (a) to Employees working a shift where the majority of such shift falls within the period fifteen hundred (1500) hours to twenty-three hundred (2300) hours; or
- (b) to Employees for each regularly scheduled hour worked between fifteen hundred (1500) hours to twenty-three hundred (2300) hours, provided that greater than 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.
- (d) Notwithstanding (b) above, for Employees working a shift that concludes between fifteen hundred (1500) and seventeen hundred (1700) hours, no shift differential will be paid.

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

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

**16.03 Peak Period Premium**

**A peak period premium of five dollars (\$5.00) per hour shall be paid for all hours worked from June 1<sup>st</sup> to September 6<sup>th</sup> and from December 15<sup>th</sup> to January 6<sup>th</sup>.**

**16.04 Super Shift Premium**

- (a) An Employee shall be paid a super shift premium of \$1.85 per hour for each hour worked between 1900 Friday and 0730 Saturday, and between 1900 Saturday and 0730 Sunday.
- (b) Notwithstanding the above, where an Employer's standard night shift is 2300 to 0700, the super shift premium will be paid for each hour worked between 2300 Friday and 0700 Saturday, and between 2300 Saturday and 0700 Sunday.

**16.05 Regular Premium**

Regular employees will be paid a premium of \$2.15 per hour for each hour worked excluding overtime.

**16.06 OR/PAR/ER/ICU/CCU Premium**

Regular employees who are employed in:

- (a) Operating Room and Post Anaesthetic Room (OR / PAR)
- (b) Emergency Departments (ER) including emergency psychiatric services
- (c) Intensive Care/Critical Care Units (ICU/CCU)

will receive an additional premium of \$2.00 per hour for each hour worked.

**16.07 Short Notice Premium**

Employees who are offered and accept a straight-time shift within twenty-four (24) hours of the start of the shift shall be paid a shift premium of \$2.00 per hour for each hour worked.

~~16.03~~ **16.08** All premiums payable under this Article shall not be considered as part of the Employee's Basic Rate of Pay.

- ~~16.04~~ **16.09**
- (a) Where applicable, an Employee shall be eligible to receive both shift differential and weekend premium.
  - (b) Where applicable, an Employee shall be eligible to stack premiums in this Article.

**ARTICLE 17**

**WEEKEND PREMIUM**

- 17.01 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 of such shift falls within a 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 one (1) hour is worked within a 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.
  - (d) Notwithstanding (b) above, for Employees working a shift that concludes between fifteen hundred (1500) hours and seventeen hundred (1700) hours on a Friday, no weekend premium will be paid for hours worked on the Friday.
- 17.02 All premiums payable under this Article shall not be considered as part of the Employee's Basic Rate of Pay.
- 17.03 Where applicable, an Employee shall be eligible to receive both shift differential and weekend premium.

## ARTICLE 18

### TEMPORARY ASSIGNMENTS

#### 18.01 Replacing for a higher-paid classification

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

#### 18.02 Responsibility Premium

Where the Employer designates an Employee to assume responsibility for **any of the following duties:** staff supervision, clinical coordination and administrative/organizational duties, as required, they shall be paid an additional ~~one dollar and twenty five cents (\$1.25)~~ **five dollars (\$5.00)** per hour.

#### 18.03 In-Charge Pay

- (a) **The Employer shall designate a person to be in charge of a unit. Where such person is absent from the unit for a consecutive time period of one (1) hour or more, an alternate will be designated in charge.**
- (b) **When an Employee of this bargaining unit is designated in charge of a unit, such Employee shall be paid an additional \$5.00 per hour.**
- (c) **The Employer shall prepare a document specifying the roles and responsibilities of a person designated in charge, including the processes, tools, or algorithms for augmenting staff. Copies of such documents shall be on hand at each nursing unit and shall be available to each Employee upon request.**
- (d) **Persons designated in charge shall have the authority to augment staff (which may include authorization of overtime) to ensure patient safety considering the volume of patients on the unit and their acuity. In exercising this authority, Employees are expected to use their critical thinking skills, along with their professional and clinical judgment subject to any Employer-issued processes, tools, or algorithms.**
- (e) **The Employer shall provide an appropriate orientation to an Employee prior to assigning the Employee in charge.**

#### 18.04 Out-of-Scope Coverage for the Site

Where there is not an out-of-scope management person reasonably available, an Employee shall be assigned responsibility for the administrative operation of a site in addition to being designated in charge of a unit. The Employee shall be paid \$7.00 per hour in lieu of the premium outlined in Article 18.02 or Article 18.03(b).

**18.05 Out-of-Scope Employee Coverage**

When an Employee is assigned to replace another person in an out-of-scope position at a more senior level for one (1) full Shift or longer, the Employee shall be paid an additional \$5.00 per hour.

**18.03 06 Preceptor Premium**

- (a) An Employee assigned by the Employer to act as a Preceptor for students in:
  - (i) the Licensed Practical Nurse program or any specialized practice education or training program, as recognized by the CLPNA; or
  - (ii) a post-secondary program recognized by the Employer as required qualifications for a position within the scope of this Collective Agreement,

shall receive an additional ~~sixty five cents (\$0.65)~~ **four dollars (\$4.00)** per hour.

- (b) The Employer will give consideration to those Employees who express interest in accepting assignments as a preceptor.
- (c) "Preceptor" shall mean an Employee who is assigned to supervise, educate and evaluate students referred to in Article 18.03(a) above.

**18.07 Employee Orientation Premium**

- (a) **Employees who are required to provide other Employees with an orientation to their worksite shall be paid an additional two dollars (\$2.00) per hour for each hour spent providing orientation.**
- (b) **Employee Orientation shall not include training of any clinical skills.**

**18.08 Training and Mentorship Premium**

- (a) **Employees who are required to provide on-the-job training and/or mentorship to another Employee shall be paid an additional two dollars (\$2.00) per hour.**
- (b) **“On-the-job training” includes, but is not limited to, a new Employee being assigned to shadow a current Employee for the purposes of learning how to perform the work.**

- (c) **“Mentorship” includes, but is not limited to, the time an experienced Employee spends with a less-experienced Employee for the purposes of helping that Employee learn, reflect, network, and collaborate.**

**ARTICLE 19**

**ON-CALL DUTY**

19.01 **On-Call**

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

19.02 **On-Call Regulations**

~~(a) The following scheduling provisions for on-call duty shall be applicable where it is operationally possible to do so.~~

~~(b)(a)(i) Regulations in respect of approval or authorization for on-call duty and the procedures which are to be followed by the Employee and the Employee's supervisor in respect of a duty roster or such other administrative controls as may be deemed necessary or desirable, shall be prescribed by the Employer. The duty roster for "on-call duty" shall be posted 12 weeks in advance and 12.03, 12.07, and 12.11 shall apply to the on-call schedule. No Employee shall be assigned on-call duty for more than two (2) weekends in a four (4) five (5) week period.~~

~~(c) The duty roster for "facility on-call duty" shall be posted in advance for the period specified in Article 12A.04.~~

**(ii) If, in the course of a posted on-call duty roster, the Employer changes an Employee's on-call period, the Employee shall be paid at 2X the on-call rate for all hours in the first period of on-call affected by the change unless 14 days' notice of such change has been given. The Employee shall be notified of the change and such change shall be recorded on the on-call duty roster.**

(d) Where there are Employees working on a Saturday, Sunday or Named Holiday, ~~where possible,~~ an Employee not scheduled to work on that day shall not be assigned on-call duty for that day or for the evening **or night** prior to that day.

(e) The Employer shall ~~endeavour to avoid placing~~ **not place** an Employee "on-call" on the evening **or night** prior to or during scheduled off duty days other than those referred to in Article 19.02(d).

**(f) The Employer shall not place an Employee "on-call" on the evening or night prior to vacation or the evening or night prior to an approved leave of absence.**



19.03 The Employer shall pay ~~three dollars and thirty cents (\$3.30)~~ **fifteen dollars (\$15.00)** per hour to an Employee who is assigned on-call duty on a regular work day, and ~~four dollars and fifty cents (\$4.50)~~ **twenty-two dollars and fifty cents (\$22.50)** per hour to an Employee who is assigned on-call duty on their scheduled day off or on a Named Holiday. A Named Holiday or scheduled day off shall run from zero hundred (0000) hours on the Named Holiday or scheduled day off, to twenty-four hundred (2400) hours of the same day.

19.04 **Call Back**

(a) For each occasion that an Employee is called back to duty during the Employee's on-call period, in addition to the payment received for being on-call, the Employee shall be deemed to be working overtime and shall be paid for all hours worked during the on-call period or for ~~three (3)~~ **four (4)** hours, whichever is the longer, at the overtime rate. An Employee called back to duty will be permitted to leave upon completion of the procedure for which they were called back. However, any further requests for procedures received by an Employee prior to leaving following completion of the work required on the initial call shall be considered one (1) call for the purpose of determining call-back pay.

(b) When a Regular or Temporary Employee who has not been assigned "on-call duty", is called and required to report for work without undue delay, they shall be deemed to be working overtime and shall be paid for all hours worked or for ~~three (3)~~ **four (4) hours**, whichever is the longer, at the overtime rate.

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

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

19.07 ~~Where an Employee works more than six (6) hours on a call back pursuant to Article 19.04, they shall be entitled to eight (8) hours rest before commencing their next scheduled shift, without loss of regular earnings.~~

**Effective April 1, 2023, 19.07 will be amended as follows:**

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

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

19.08

**Telephone Consultation**

When an Employee is consulted by telephone and has been:

- (a) assigned on-call duty and is authorized by the Employer to handle job-related matters without returning to the workplace; or
- (b) not assigned on-call duty but is pre-authorized by the Employer to handle job-related matters without returning to the workplace;

the Employee shall be paid at ~~the applicable rate~~ **overtime rates** for the ~~total accumulated~~ time spent on **each** telephone consultation(s) and corresponding documentation 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 a minimum of thirty (30) minutes per incident.~~

19.09

**If an Employee lives greater than 30 minutes (or what the expected time of arrival is) away from the Employer's site, then private accommodation off-site shall be provided by the Employer free of charge.**

**ARTICLE 20**

**AMBULANCE DUTY**

20.01 An Employee assigned to travel by ambulance shall be paid ~~fifty dollars (\$50.00)~~ **one hundred dollars (\$100.00)** per round trip of seventy (70) kilometres or greater from their place of employment.

In addition to the payment in Article 20.01 above:

(a) in the event circumstances permit an immediate return to their place of employment, the Employee shall be paid at their Basic Rate of Pay and/or, if applicable, the overtime rate(s) as stated in Article 13: Overtime, to which they are entitled up to the time:

- (i) the patient is released into the care of the receiving site; or
- (ii) their scheduled work period would otherwise have ended; or
- (iii) they have returned to their place of employment;

whichever is the later and they shall be reimbursed for ~~reasonable and substantiated~~ expenses incurred.

(b) In the event circumstances prevent an immediate return to the Employee's place of employment, they shall be entitled to:

- (i) no loss of regular earnings for time not worked on regularly scheduled shifts as a result of the ambulance duty; and
- (ii) be reimbursed for ~~reasonable and substantiated~~ expenses incurred, **including, but not limited to, reimbursement for the cost of transportation back to their place of employment;** and
- (iii) their Basic Rate of Pay and/or, if applicable, the overtime rate(s) as stated in Article 13: Overtime, for the time spent on the return trip on the same basis as if they had been working at their place of employment.

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

**20.03 In all cases of Ambulance duty, the Employer shall ensure the Employee has transportation back to their place of employment as soon as possible.**

**ARTICLE 21**

**TRANSPORTATION AND SUBSISTENCE**

21.01 Employees who normally travel from the site to their place of residence by means of public transportation following the completion of their shift, but are prevented from doing so by being required to remain on duty longer than their regular shift and past the time when normal public transportation is available, shall be reimbursed for the cost of reasonable, necessary and substantiated transportation expense from the site to their place of residence.

21.02 (a) ~~When an Employee is required by the Employer to provide an automobile for use in their employment, they shall be reimbursed at the rate of fifty two cents (\$0.52) per kilometre for all required travel necessitating the use of their automobile, subject to the provisions of Article 21.04.~~

**When an Employee is required by the Employer to provide an automobile for use in their employment, they shall be reimbursed at the highest non-taxable per kilometre rate allowed by Canada Revenue Agency for all required travel necessitating the use of their automobile. An Employee who is required to provide an automobile for use in their employment shall not be required to use an Employer-provided automobile in place of their personal automobile.**

(b) When an Employee is not required by the Employer to provide an automobile for use in their employment and they choose to use their own automobile, they shall be reimbursed at the rate of ~~forty six cents (\$0.46)~~ **fifty-five cents (\$0.55)** per kilometre (or at Government of Alberta rates, whichever is greater), subject to the provisions of Article 21.04.

21.03 An Employee who is required by the Employer to provide an automobile for use in their employment, and to maintain business use insurance coverage as a result, shall be required to submit evidence of annual business insurance coverage when the vehicle is used on such business. The Employer shall reimburse the Employee as follows:

Cost of Business Use Insurance Coverage		Cost of Personal Use Insurance Coverage		Reimbursement to Maximum of \$500.00
\$ _____	Less	\$ _____	=	of \$500.00
(Basic Age Group - Good Record)		(Basic Age Group - Good Record)		<b>\$750.00</b> per year

21.04 (a) Time spent traveling to the site at the start of the day, or returning from the site at the end of the day, is on an Employee's own time and unpaid, except in the following circumstances:

(i) for the first (1<sup>st</sup>) and last Employer-authorized business of the working day, kilometreage shall not be paid for travel within the ~~twenty (20)~~ **ten (10)** kilometre radius of the site;

- (ii) if the first (1<sup>st</sup>) or last Employer-authorized business of the working day occurs outside the ~~twenty (20)~~ **ten (10)** kilometre radius from the site, kilometreage and time shall be paid for travel beyond the ~~twenty (20)~~ **ten (10)** kilometre radius.
- (b) Time spent traveling between sites during the work day is work time.
- (c) Where Article 21.02(a) applies and during the course of a work day the Employee is required to report to the site there shall be no cost to the Employee for parking or reasonable parking expenses shall be reimbursed.
- (d) Reimbursement for kilometreage shall be paid for all travel on Employer-authorized business during the course of a shift.

**21.05 Parking**

**The Employer shall provide on-site parking (with operational plug-ins where available), at no cost for the Employee.**

**21.05 Subsistence**

Employees who are required to travel beyond a fifty (50) kilometre radius from the site or fifty (50) kilometres from their designated work area (where that work area exceeds a fifty (50) kilometre radius from their site) on business authorized by the Employer, shall be reimbursed for expenses incurred as shown below (or at Government of Alberta rates, whichever is greater):

**(a) Meals**

<del>Breakfast</del>	<del>_____</del>	<del>\$9.20</del>
<del>Lunch</del>	<del>_____</del>	<del>\$11.60</del>
<del>Supper</del>	<del>_____</del>	<del>\$20.75</del>

**Twenty-five dollars (\$25.00) per meal without receipt.**

Reimbursement for meals may be claimed as follows:

- (i) breakfast, if the time of departure is earlier or the time of return is later than zero seven thirty (0730) hours; or
- (ii) lunch, if the time of departure is earlier or the time of return is later than thirteen hundred (1300) hours; or
- (iii) supper, if the time of departure is earlier or the time of return is later than eighteen thirty (1830) hours.

(b) **Per Diem Allowance**

A per diem allowance of ~~seven dollars and thirty five cents (\$7.35)~~ **twenty-five dollars (\$25.00)** may be claimed for each twenty-four (24) hour period while away from home.

(c) **Accommodation**

Where an Employee requires overnight accommodations in conducting required or authorized Employer business, the Employee may claim reimbursement as follows:

- (i) full reimbursement for approved hotel or motel accommodation upon the provision of a receipt;
- (ii) where no accommodation receipt is produced, a flat rate of ~~twenty dollars and fifteen cents (\$20.15)~~ **fifty dollars (\$50.00)** may be claimed in lieu of the allowance claimable under sub-section (i).

21.06 **Miscellaneous Travel Cost**

- (a) Where it is necessary to use taxis or other transportation for travel on Employer business, the incurred costs shall be reimbursed by the Employer upon submission of receipts.
- (b) Parking charges incurred while on Employer business shall be reimbursed upon submission of receipts.

21.07 **Call Back**

**An Employee who is called back pursuant to Article 19: On-Call Duty shall be reimbursed for transportation expenses and, if the Employee travels for such purpose by private automobile, reimbursement shall be as per Article 21.02(a).**

21.08 **The Employer shall provide winter studded tires on all fleet vehicles.**

21.09 **All Regular Employees employed in community-based services will receive one hundred and fifty dollars (\$150.00) per month as business allowance.**

**ARTICLE 22**

**NAMED HOLIDAYS**

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

New Year's Day	Labour Day
Alberta Family Day	<b>National Day for Truth and Reconciliation</b>
Good Friday	Thanksgiving Day
Victoria Day	Remembrance Day
Canada Day	Christmas Day
August Civic Holiday	Boxing Day

and any day proclaimed to be a holiday by:

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

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

(b) **Recognition Days**

(i) In addition to the foregoing Named Holidays, Full-time Employees who are in the employ of the Employer on ~~April~~ **July 1<sup>st</sup>** shall be granted ~~an~~ **two (2)** additional holidays as a ~~Floater Holiday~~ **Recognition Days**.

(ii) ~~The Floater Holiday~~ **Recognition Days shall be selected by the Employee, who will give the Employer at least 30 days' notice. will be scheduled at a time mutually agreed upon between the Employer and Employee. Requests under this clause shall not be unreasonably denied.**

(iii) If the holiday is not taken by the last day of March in any given year, ~~the Employee shall receive payment for such day at their Basic Rate of Pay~~ **such days will be treated in the same manner as the Named Holidays in (a) above.**

(c) Notwithstanding the foregoing, while:

- (i) on layoff; or
- (ii) in receipt of compensation from the Workers' Compensation Board in excess of thirty (30) calendar days; or

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

an Employee shall not be entitled to:

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

for the aforementioned Named Holidays.

22.02 Subject to Article 22.01(c), to qualify for a Named Holiday with pay, the Employee must:

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

22.03 Notwithstanding Article 2.13, an Employee required by the Employer to work on a Named Holiday shall be paid for all hours worked on a Named Holiday at ~~one and one half times (1½X)~~ **two times (2X)** their Basic Rate of Pay plus:

- (a) an alternate day or hours off at a mutually agreed time; or
- (b) by mutual agreement, a day or hours off added to the Employee's next annual vacation; or
- (c) failing mutual agreement within thirty (30) calendar days following the Named Holiday the Employee shall receive payment for such day at their Basic Rate of Pay.
- (d) Notwithstanding Article 2.13, Employee's obliged to work on Christmas Day or August Civic Holiday shall be paid for all hours worked on the Named Holiday at ~~two times (2X)~~ **three times (3X)** the Basic Rate of Pay plus:
  - (i) an alternate day off at a mutually agreed time;
  - (ii) by mutual agreement, a day added to the Employee's next annual vacation; or



- (iii) failing mutual agreement within thirty (30) calendar days following the Named Holiday the Employee shall receive payment for such day at their Basic Rate of Pay.

22.04 When a Named Holiday falls on a day that would:

- (a) otherwise be a Regular Employee's regular scheduled day off; or
- (b) during an Employee's vacation;

the Employee shall receive:

- (c) an alternate day or hours off at a mutually agreed time; or
- (d) failing mutual agreement within thirty (30) calendar days following the Named Holiday of the option to be applied, the Employee shall receive payment for such day at their Basic Rate of Pay.

22.05 (a) Alternate days off pursuant to Articles 22.03 and 22.04 not taken as of the first (1<sup>st</sup>) pay period after March 1<sup>st</sup> every year shall be paid out at the Basic Rate of Pay.

- (b) **Where an Employee has requested to take an alternate day or hours off and the Employer has not mutually agreed, the Employee shall be entitled to carry-over the equivalent time that was denied until such time as the Employer approves a subsequent Employee request, or the Employee requests the time to be paid out.**

22.06 Subsequent to the application of Articles 23.04(a) and (b):

- (a) (i) An Employee shall be so scheduled as to provide them with days off on at least three (3) of the actual Named Holidays. In addition, they shall be given either Christmas or New Year's Day off unless otherwise requested by the Employee.
- (ii) Every reasonable effort shall be made to rotate the requirement to work Christmas or New Years from year-to-year.
- (b) (i) An Employee granted Christmas Day off in accordance with Article 22.06(a) shall be scheduled such that they shall have two (2) consecutive days where they will not be obliged to work (i.e., December 24<sup>th</sup> and 25<sup>th</sup> or December 25<sup>th</sup> and 26<sup>th</sup>); and
- (ii) An Employee granted New Year's Day off in accordance with Article 22.05(a) shall be scheduled such that they shall have two (2) consecutive days where they shall not be obliged to work (i.e., December 31<sup>st</sup> and January 1<sup>st</sup> or January 1<sup>st</sup> and 2<sup>nd</sup>).

- (c) (i) **Where a Named Holiday falls on a Friday or a Monday, an Employee scheduled for days of rest on the adjacent weekend shall, where possible, be granted the Named Holiday off duty.**
- (ii) **Where a Named Holiday falls on a Friday or a Monday, an Employee scheduled to work the adjacent weekend shall, at their discretion, be scheduled to work the Named Holiday.**

**ARTICLE 23**

**VACATION**

23.01 **Definition**

- (a) For the purpose of this Article "Vacation" means vacation with pay.
- (b) **“vacation year” means the twelve (12) month period commencing on the first (1st) day of May in each calendar year and concluding on the last day of April of the following calendar year.**

23.02 **Vacation Entitlement**

- (a) During each year of continuous service in the employ of the Employer, an Employee shall earn entitlement to a vacation with pay and the rate of earning entitlement shall be as follows:
  - (i) during the first (1<sup>st</sup>) year of such employment an Employee earns a vacation at the rate of ~~fifteen (15)~~ **twenty (20)** working days (~~one hundred sixteen and one quarter (116 ¼) hours~~) **(one hundred and sixty-five (165) hours)**;
  - (ii) during the second (2<sup>nd</sup>) to ninth (9<sup>th</sup>) years of employment, an Employee earns a vacation at the rate of ~~twenty (20)~~ **twenty-five (25)** working days (~~one hundred and fifty five (155) hours~~) **(two hundred six and one-quarter (206 ¼) hours)**;
  - (iii) during the tenth (10<sup>th</sup>) to nineteenth (19<sup>th</sup>) years of employment, an Employee earns a vacation at the rate of ~~twenty five (25)~~ **thirty (30)** working days (~~one hundred ninety three and three quarter (193 ¾) hours~~) **(two hundred forty-seven and one-half (247 ½) hours)**; and
  - (iv) during the twentieth (20<sup>th</sup>) ~~and subsequent years to~~ **twenty-fifth (25<sup>th</sup>) year** of employment, an Employee earns a vacation at the rate of ~~thirty-five (30)~~ **(35)** working days (~~two hundred thirty two and one half (232 ½) hours~~) **(two hundred eighty-eight and three-quarters (288 ¾) hours)**.
  - (v) **during the twenty-fifth (25<sup>th</sup>) to thirtieth (30<sup>th</sup>) year of employment, an Employee earns a vacation at the rate of forty (40) working days (three hundred and thirty hours (330) hours).**
  - (vi) **during the thirtieth (30<sup>th</sup>) and subsequent years of employment, an Employee earns a vacation at the rate of forty-five (45) working days (three hundred and seventy-one and one quarter (371 ¼) hours).**

(b) **Vacation Earning Portability**

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

(c) **Supplementary Vacation**

(i) Upon reaching the employment anniversary of twenty-five (25) years of continuous service **and every five (5) years thereafter**, Employees shall have earned an additional ~~one time~~ 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 Article 23.04, the supplementary vacation may be taken at the Employee's option at any time subsequent to the current supplementary vacation employment anniversary date. ~~but prior to the next supplementary vacation employment anniversary date. Any supplementary vacation not taken prior to an Employee achieving a subsequent supplementary vacation entitlement shall lapse. If the~~ **supplementary vacation is not taken prior to the next supplementary vacation employment anniversary date, it will be added to the Employee's vacation bank.**

23.03 (a) Notwithstanding Article 23.02, vacation with pay shall not accrue during periods while:

(i) on layoff;

- (ii) on unpaid absence during which the Employee is in receipt of weekly indemnity as provided for by the short-term disability income insurance plan or long-term disability income insurance plan;
  - (iii) in receipt of compensation from the Workers' Compensation Board in excess of thirty (30) calendar days; and
  - (iv) on leave of absence in excess of thirty (30) calendar days for any reason.
- (b) Vacation benefits will accrue during the remainder of the year proportionate to the period worked.

23.04

**Time of Vacation**

- (a) (i) As far as possible, Regular Full-time Employees shall be granted their choice of vacation periods; however, the final allotment of vacation remains within the responsibility and the authority of the Employer. The Employer shall post the vacation schedule planner by January 1<sup>st</sup> of each year. ~~Employees are required to request at least seventy five percent (75%) of their annual vacation entitlement on the vacation schedule planner.~~ Where an Employee submits their vacation preference by March 15<sup>th</sup> of that year, the Employer shall indicate approval or disapproval of that vacation request by April 30<sup>th</sup> of the same year. A vacation period may be divided by mutual agreement between the Employee and the Employer.
  - (ii) When an Employee submits a written vacation request after April 30<sup>th</sup>, the Employer shall provide written approval or disapproval of the vacation request within ten (10) working days of the request.
- (b) Seniority within each classification shall be the determining factor when there is a dispute regarding preference for the time that vacation is to be taken.
- (c) A request to utilize vacation shall be made in writing to the Employer. The request shall be subject to the approval of the Employer and shall not exceed the number of vacation days accrued to the date of the first (1<sup>st</sup>) day of vacation.
- (d) Once vacations are authorized by the Employer they shall not be changed except in cases of emergency or by mutual agreement between the Employer and the Employee.
- (e) **Subject to 23.04(f), An an** Employee may be permitted to carry forward a portion of unused vacation to the next vacation year. Requests to carry forward vacation shall be made in writing and shall not be unreasonably denied.

- (f) **If a request to utilize vacation is denied, the Employee shall be entitled to carry-forward the equivalent time that was denied until such time as the Employer approves a subsequent Employee request for the same time that was denied, or the Employee requests the time to be paid out.**
- (g) **Employees shall only be required to request vacation for the actual days they wish to use. Employees shall not be required to book vacation as blocks which include their scheduled days of rest.**

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

23.06 **Vacation Pay on Termination**

- (a) If employment is terminated by an Employee without giving proper notice, pursuant to Article 41.01, notwithstanding any other provisions of the Collective Agreement, such Employee shall receive vacation pay at the rate prescribed in the *Employment Standards Code* concerning vacation with pay. The Employer may waive this clause if termination is due to illness or for other reasons which are acceptable to the Employer.
- (b) If employment is terminated, and proper notice given, the Employee shall receive payment in lieu of the Employee's accrued vacation bank.
- (c) When an Employee is discharged for cause, vacation pay shall be at the rate prescribed in the *Employment Standards Code*.

- 23.07
- (a) **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.**
  - (b) **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.**

## ARTICLE 24

### EMPLOYEE BENEFIT PLANS

*Note: AUPE is proposing that the current benefit plan be changed to reflect the same levels of benefits provided to the United Nurses of Alberta (UNA) members in effect following ratification of their April 1, 2024 collective agreement in 24.01(b) and reserve the right to make further proposals to both the current plan and the UNA plan. We also propose that the details of the plan be incorporated into this collective agreement.*

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

- (a) Alberta Health Care Insurance Plan;
- (b) Health Benefits Trust of Alberta (HBTA), 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 seven (7) day elimination period where applicable. The Short-term Disability shall become effective on the first (1<sup>st</sup>) working day following the expiry of sick leave credits in the case of absence due to injury or hospitalization. In the particular case of Employees who have insufficient sick leave credits to satisfy the seven (7) calendar day elimination period, the Short-term Disability shall commence on the eighth (8<sup>th</sup>) day following the commencement of non-hospitalized sickness];
  - (iv) Long-term Disability [income replacement during a qualifying disability equal to sixty-six and two-thirds percent (66 2/3%) of basic monthly earnings to the established maximum following a one hundred and twenty (120) working day elimination period];
  - (v) Alberta Blue Cross Dental Plan or equivalent:
    - (i) eighty percent (80%) of eligible Basic Services; and
    - (ii) fifty percent (50%) of eligible Extensive Services; and

- (iii) fifty percent (50%) of eligible Orthodontic Services, in accordance with the current Usual and Customary dental fee guide. A maximum annual reimbursement of three thousand dollars (\$3,000) per insured person per benefit year shall apply to Extensive Services. Orthodontic Services shall be subject to a lifetime maximum reimbursement of three thousand dollars (\$3,000) per insured person; and
  - (vi) Alberta Blue Cross Supplementary Benefits Plan, or equivalent
- (c) **Flexible Spending Account (FSA)**
- (i) ~~An Flexible Spending Account (FSA)~~ **FSA** shall be ~~implemented~~ **provided** for all Employees eligible for benefits in accordance with Article 24.02(a) and 24.02(b).
  - (ii) **The FSA shall be in the amount of ~~one thousand one hundred dollars (\$1,100.00) two thousand seven hundred and fifty dollars (\$2750.00)~~** to be allocated to each eligible Full-time Employee and pro-rated for each eligible Part-time Employee based on their FTE as of the pay period immediately prior to December 1<sup>st</sup> (eligibility date) of each year.
  - (iii) 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 full-time equivalencies (FTEs).
  - (iv) The FSA may be used for the following purposes **for expenses which are incurred on behalf of any participant in the Employee's benefits coverage:**
    1. Reimbursement for expenses associated with professional development including
      - tuition costs or course registration fees;
      - travel costs associated with course attendance;
      - professional journals; and
      - books or publications.
    2. Reimbursement for the cost of professional registration or voluntary association fees related to the Employee's discipline.
    3. Reimbursement for health and dental expenses that are eligible medical expenses in accordance with the Income Tax Act and are not covered by the benefit plans specified in Article 24.01(b)(v) and 24.01(b)(vi) of the Collective Agreement.
    4. Contribution to a Registered Retirement Savings Plan (RRSP) or a Tax-Free Savings Account (TFSA) administered by the Employer.



5. Wellness expenses which may include, but are not limited to, such expenditures as fitness centre memberships and fitness equipment.
6. Family care including day care and elder care.
7. Reimbursement for alternative transportation including bus passes and bus tickets.
8. Reimbursement for ergonomic back support, ergonomic wrist support and ergonomic foot rests.
9. Reimbursement for personal computing and mobile digital devices:
  - Computers and related hardware
  - Computer repairs and maintenance
  - Electronic storage devices
  - Internet services and internet devices
  - Data storage devices (iPods, etc.)
  - Printers and print cartridges
  - Computer upgrades – ram or software for phone or computer
  - Software
  - Smart phones (including holders or cases)
  - Smart phone repairs and maintenance
  - Smart phone service plans
  - Smart phone peripherals (chargers, cables, etc.)
  - Smart phone applications

**(v) Allocation**

1. By December 1st (allocation date) of each year, Employees who are eligible for the FSA will make an allocation for utilization of their FSA for the subsequent calendar year.
2. 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.
3. 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.
4. Reimbursement will be provided by the Employer upon submission of an original receipt.

**(vi) Implementation**

1. 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.
2. 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.
3. 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.

(vii) 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.

**(vii) Unused credits in Employee FSAs shall be pooled and paid equally to each Benefits eligible Employee as lump sum pro-rated to FTE by January 31<sup>st</sup> each year.**

**(e d) 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 they have the medical substantiation required pursuant to Article 25.05.

24.02 Enrolment by:

- (a) Regular Full-time Employees;
- (b) Regular Part-time Employees, whose regular hours of work exceed fifteen (15) hours per week averaged over one (1) complete cycle of the shift schedule; and
- (c) Temporary Employees whose hours of work exceed fifteen (15) hours per week averaged over one (1) complete cycle of the shift schedule:
  - (i) whose anticipated term of temporary employment is six (6) months or longer; or

- (ii) who has completed six (6) months of continuous service as a Temporary Employee and will continue to be employed as a Temporary Employee;

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

- 24.03 The premium costs shall be ~~shared, seventy five percent (75%)~~ **paid one hundred percent (100%)** by the Employer ~~and twenty five percent (25%) by the Employee.~~
- 24.04 The Employer shall make available to eligible Employees brochures outlining the above plans.
- 24.05 The Employer, will provide one (1) copy of each of the plans to the Union. Where the HBTA Plan is not in force with any given Employer, the Employer will provide a copy of its plan to the Union.

**ARTICLE 25**

**SICK LEAVE**

- 25.01 (a) Sick leave is provided by the Employer, for the purpose of maintaining regular earnings, during absences due to illness or accidents for which compensation is not payable under the *Workers' Compensation Act* or for quarantine by a Medical Officer of Health.
- (b) The Employer recognizes that alcoholism, drug addiction and mental illness, are illnesses which can respond to therapy and treatment, and that absences from work due to such therapy shall be considered sick leave.

25.02 An Employee shall be allowed a credit for sick leave from the date of employment at the rate of ~~one and one half (1 1/2)~~ **two (2)** working days for each full month of employment up to a maximum credit of one hundred and twenty (120) working days.

In the case of:

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

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

25.03 Employees reporting sick shall advise the Employer as soon as possible and regularly thereafter as required by the Employer.

25.04 Subject to Articles 25.01, 25.02 and 25.03 above, an Employee granted sick leave shall be paid, at their Basic Rate of Pay for regularly scheduled shifts absent due to illness, and the number of hours thus paid shall be deducted from their accumulated sick leave credits up to the total amount of their accumulated credits at the time the sick leave commenced.

- 25.05 Employees may be required to submit satisfactory proof to the Employer of any illness, non-occupational accident or quarantine when circumstances make it reasonable to do so. Where the Employee must pay a fee for such proof, the full fee shall be reimbursed by the Employer. Payment of sick leave benefit shall not be effected until required substantiation has been supplied.
- 25.06 When an Employee has accrued the maximum sick leave credit of one hundred and twenty (120) working days, 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.
- 25.07
- (a) If an Employee requires time off for the purpose of attending a dental, physiotherapy, optical or medical appointment, provided they have been given prior authorization by the Employer, such absence shall be neither charged against their accumulated sick leave, nor shall the Employee suffer any loss of income provided such absence does not exceed two (2) hours during one (1) working day. If the absence is longer than two (2) hours, the whole period of absence shall be charged against their accumulated sick leave.
  - (b) When an Employee is required to travel for the purpose of medical referral and/or treatment, they shall have the right to utilize accumulated sick leave credits for such absence, provided they have been given prior authorization by the Employer.
  - (c) The Employee may be required to submit satisfactory proof of appointments referred to in Article 25.07(a) and (b).
- 25.08
- (a) Except as hereinafter provided, sick leave will not be paid in respect of any illness or injury which is incurred during the period of the scheduled vacation once vacation leave has commenced. In the event that the illness or injury prevents the Employee from resuming their duties at the conclusion of the vacation period and they have substantiated their claim for sick leave, income continuance thereafter will be in accordance with Article 25.04.

Notwithstanding the foregoing, should an Employee demonstrate to the satisfaction of the Employer that they were admitted to a hospital as an "in-patient" during the course of their vacation, they 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 Article 25.04. Vacation time not taken as a result of such stay in hospital shall be rescheduled to a mutually agreed later time frame.

- (b) In the event an illness or injury preventing an Employee from performing their usual duties, occurs prior to the scheduled start of the vacation period, and provided proper substantiation of their claim to sick leave has been provided, the absence on account of the illness or injury will be treated as sick leave pursuant to Article 25.04 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.

25.09 Upon request of an Employee but not more frequently than once a year, the Employer shall advise an Employee of their accrued sick leave credits.

25.10 An Employee who has accrued sick leave entitlement under the terms of this Collective Agreement shall, upon the voluntary termination of their employment with the Employer, be entitled to retain such entitlement provided they enter into employment with an Employer who is also Party to a collective agreement with an identical sick leave provision, within six (6) months of the date of their termination of employment. Otherwise sick leave credits shall be cancelled and no payments shall be due therefore. This entitlement shall not apply during the Employee's probationary period. At the request of the Employee, the Employer shall provide the Employee with a written statement of their sick leave entitlement upon termination.

25.11 For the purpose of computing sick leave accumulation, the following shall be counted as working days:

- (a) days on which the Employee is on vacation;
- (b) days on which the Employee is on leave of absence with pay pursuant to the terms of this Collective Agreement; and
- (c) days on which the Employee is absent from work while attending official Union business.

25.12 An Employee who has exhausted their sick leave credits during the course of an illness, and the illness continues, shall be deemed to be on leave of absence without pay or benefits except as provided in Article 27.01(g), for the duration of the illness or as provided below, whichever first occurs. The Employee shall keep the Employer advised as to when they shall be expected back to work and shall provide the Employer with twenty-eight (28) days' written notice of readiness to return to work and:

- (a) if the Employee is capable of performing the duties of their former position they shall be reinstated by the Employer in the same position which they held immediately prior to their disability at not less than the same increment in the salary schedule and other benefits that accrued to them prior to their disability;

- (b) if the Employee is incapable of performing the duties of their former position, but is capable of performing the duties of their former classification, a reasonable effort shall be made by the Employer to place them in an available position that they are capable of performing. In such a case the Union agrees to waive the posting provisions of the Collective Agreement.

25.13 The reinstatement of an Employee in accordance with this Article shall not be construed as being in violation of the posting and/or scheduling provisions of Articles 11, 12A, 12B, 29A, 29B, 40A, 40B and 40C.

25.14 An Employee whose status has changed due to layoff from Regular Employee to a Casual Employee, with the same Employer, shall have their sick leave credits suspended, and should they return to regular employment with the Employer, the accrued sick leave credits shall be reinstated.

**25.15 If an Employee is required to isolate or quarantine, there will be no loss of pay and the time paid will not be deducted from their sick leave bank.**

**ARTICLE 26**

**WORKERS' COMPENSATION**

- 26.01 (a) An Employee who is incapacitated and unable to work as a result of an accident sustained while on duty in the service of the Employer within the meaning of the *Workers' Compensation Act*, shall continue to receive full net take home pay, provided the Employee does not elect to receive income replacement directly from the Worker's Compensation Board. ~~A deduction of one tenth (1/10<sup>th</sup>) day shall be charged against sick leave credits for each day an Employee is off work. Employees shall only receive full net take home pay to the extent that one tenth (1/10<sup>th</sup>) day can be deducted from sick leave credits, following which time the Employee will be deemed to be on sick leave without pay pursuant to Article 25.12.~~
- (b) For the purposes of Article 26, full net take home pay shall be calculated at the Basic Rate of Pay for regularly scheduled hours of work, **and shall include payment for Shift Premiums in Article 16, Weekend Premium, and Named Holidays**, less any statutory deductions and benefit deductions as calculated prior to the accident referenced in Article 26.01(a). In no event shall the Employee's full net take home pay exceed the full net take home pay the Employee was receiving prior to the accident.
- 26.02 An Employee receiving compensation benefits under Article 26.01 shall be deemed on Workers' Compensation leave and shall:
- (a) remain in the continuous service of the Employer for the purpose of salary increments;
- (b) cease to earn sick leave and vacation credits subject to Articles 23.03, 25.02, and 29C.10;
- (c) not be entitled to Named Holidays with pay falling within the period of Workers' Compensation leave in excess of thirty (30) days; and
- (d) Employees shall pay their share of benefit premiums and pension contributions to the Employer on a monthly basis in order to continue their coverage.
- 26.03 An Employee on Workers' Compensation leave and who is certified by the Workers' Compensation Board to be fit to return to work and who is:



- (a) capable of performing the duties of their former position, shall provide the Employer with twenty-eight (28) days written notice of readiness to 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 them immediately prior to the disability with benefits that accrued to them prior to the disability.
- (b) incapable of performing the duties of their former position, but is capable of performing the duties of their former classification, shall notify the Employer in writing of their readiness to return to work. The Employer shall then reinstate them to a position for which they are capable of performing the work entailed, upon the occurrence of the first such available vacancy with benefits that accrued to them prior to the disability.
- (c) incapable of performing the duties of their former classification, may make application for any benefits for which they are eligible under Sick Leave or Employee Benefits Plans, in accordance with Articles 24 or 25.

26.04 The reinstatement of an Employee in accordance with this Article shall not be construed as being in violation of the posting and/or scheduling provisions of Articles 11, 12A, 12B, 29A, 29B, 40A, 40B and 40C.

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

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

**ARTICLE 27**

**LEAVE OF ABSENCE**

27.01

**General Conditions**

- (a) (i) Requests for a leave of absence, without pay or benefit of Employer contributions will, where possible, be made in writing to the proper officer of the Employer with as much advanced notice as possible.
- (ii) Recognizing that the primary commitment of the Employee is to the Employer, the granting of leaves of absence is subject to the approval of the Employer. The Employee shall not work for gain during the period of leave of absence except with the express written consent of the Employer. Except in exceptional circumstances the Employer will reply in writing to a request for leave of absence within fourteen (14) days of receipt of the request.
- (b) Except as provided in Article 27.01(c), during leaves of absence without pay of longer than thirty (30) calendar days, subject to approval by the Insurer(s), Employees may elect to maintain coverage of contributory plans specified in Article 24: Employee Benefit Plan, provided that the Employee makes prior arrangements to pay full premium costs. In failure to remit the full payment required above, reinstatement in any and all plans shall be subject to the enrolment and other requirements of the underwriter.
- (c) For the portion of maternity leave during which an Employee has a valid health-related reason for being absent from work and who is in receipt of sick leave, EI SUB Plan benefits, STD or LTD, benefit plan premium payments shall be administered in the same fashion as an Employee absent due to illness.
- (d) An Employee who has been granted leave of absence and overstays the leave without permission of the Employer, shall automatically terminate their position; except in cases of extenuating circumstances acceptable to the Employer.
- (e) Employees shall not be entitled to Named Holidays with pay, which may fall during a period of leave of absence without pay.
- (f) Employees granted leave of absence for more than one (1) month may, at the discretion of the Employer, be required to use up accumulated vacation entitlement prior to returning to duty.
- (g) When an Employee is on leave of absence without pay and is receiving STD or LTD benefits, they may continue participation in the Alberta Health Care Insurance Plan for the period of their employment pursuant to Article 25.12 from the last day of paid sick leave, by paying the full premium costs to the Employer.

27.02

**Leave For Union Business**

- (a) When it is necessary for a Union member to make a request for a leave of absence to perform the duties of any office of the Union **or to conduct Union business**, the application for leave must be made in writing to the Employer for approval. The application for leave will be made in writing to the proper officer of the Employer with as much advanced notice as possible.
- (b) The Employer shall not unreasonably withhold leave of absence for Employees elected or appointed or authorized by the Union to ~~represent the Union at Conventions, Workshops, Institutes, Seminars, Schools~~ **attend Union business** or to attend meetings as a member of the Union's Provincial Executive Board.
- (c) When a leave of absence to attend Union business as outlined in Article 27.02(b) has been approved within a scheduled vacation period, the Employee shall be deemed to be on leave for union business and the vacation time not taken as a result of the Union leave shall be rescheduled within the current vacation year.
- (d) When leave to attend Union business has been approved, it is granted with pay, inclusive of applicable shift differential and weekend premium. The Union agrees to reimburse the Employer for actual salary paid, inclusive of applicable shift differential and weekend premium, to the Employee while on leave plus an amount determined by the Employer to cover the cost of benefits.
- (e) One (1) Employee who is elected for a full-time position with the Union shall be granted leave of absence without pay and without loss of seniority. If it is permissible under the pension and group life plan and any other welfare plans, the Employee shall have the right to pay the full cost, including the Employer's share, during the period of such leave of absence.
- (f) **Time spent on Leave for Union Business shall be considered as time-worked for the purposes of this Collective Agreement.**

27.03

**Negotiations**

- (a) An Employee elected or appointed to the Union Bargaining Committee shall be granted time off with pay, inclusive of applicable shift differential and weekend premium, and without loss of seniority in order to participate in negotiations with the Employer. When requesting such leave, the Employee shall endeavour to provide as much advanced notice as possible to the Employer. The Union agrees to reimburse the Employer for actual salary paid, inclusive of applicable shift differential and weekend premium, to the Employee while on leave plus an amount determined by the Employer to cover the cost of benefits.

- (b) **Time spent on leave for Negotiations shall be considered as time-worked for the purposes of this Collective Agreement.**

27.04

**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 27.04(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.
- (d) **Pregnancy Loss**
  - (i) **A pregnancy loss is any situation where a pregnancy ends other than in a live birth.**
  - (ii) **If pregnancy loss occurs within 16 weeks of the estimated due date, the Employee shall be entitled to maternity leave but is not entitled to parental leave. The leave will end 16 weeks after it begins.**

27.05

**Parental Leave**

- (a) An Employee who has completed ninety (90) days' continuous employment shall, with at least fourteen (14) calendar days' written notice, be granted leave without pay and benefits for the purpose of adopting a child or for parenting duties following the birth of a child. Parental leave can be taken by the birth mother, the other parent, adoptive parents, or both parents shared between them. Parental leave shall not exceed sixty-two (62) weeks unless mutually agreed otherwise between the Employer and the Employee.
- (b) The Employee may commence parental leave:
  - (i) following the end of their sixteen (16) weeks maternity leave; or

- (ii) up to two (2) weeks prior to the expected delivery date of the child; or
  - (iii) from any date after delivery or adoption of the child provided that the leave shall end seventy-eight (78) weeks from the birth of the child or date of adoption; or
  - (iv) upon one (1) day's 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 27.05(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 and the returning Employee does not have sufficient seniority to displace any other incumbent, the name of the Employee will be added to the list of laid off Employees. Upon increasing the working force, resumption of the business, undertaking, or activity, recall or reinstatement to the working force shall be in compliance with Article 32.16.

## 27.06

### **Court Appearance**

- (a) In the event an Employee is required to appear before a court of law as a member of jury, as a witness in a criminal matter, or as a witness in any matter arising out of the Employee's employment with the Employer, the Employee shall suffer no loss of regular earnings for the scheduled shift(s) so missed.
- (b) In the event an Employee is scheduled to work on the evening or night shift(s) on the day(s) or the night shift commencing on the day(s) on which the Employee is called as a juror or witness in matters arising out of the Employee's employment with the Employer, the Employee shall be granted a leave of absence for those scheduled shift(s).

- (c) Where an Employee is required by law to appear before a court of law for reasons other than those stated in (a) above, the Employee shall be granted a leave of absence without pay.

27.07

(a) **Bereavement Leave**

- (i) Upon request, an Employee shall be granted reasonable leave of absence in the event of a death of a member of the Employee's immediate family (i.e., spouse, including common-law and/or same-sex relationship, child, step-child, parent, step-parent, brother, step-brother, sister, step-sister, mother-in-law, father-in-law, son-in-law, daughter-in-law, brother-in-law, sister-in-law, niece, nephew, uncle, aunt, grandparent, grandchild, guardian or fiancé).
- (ii) **Upon request, an Employee shall be granted reasonable leave of absence 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.**
- (ii) For the first (1<sup>st</sup>) ~~five (5)~~ **fourteen (14)** calendar days of such leave of absence, the Employee shall suffer no loss of regular earnings. The Employer ~~may~~ **shall** extend bereavement leave by up to two (2) additional days where travel is required. Bereavement leave may include normal days off and/or vacation but no additional payment is due therefore.
- (iii) An Employee shall not be required to take previously unscheduled vacation leave in lieu of bereavement leave when they are entitled to that bereavement leave.

(b) **Funeral/Memorial Ceremony Leave**

In the event of a death of a close friend or another relative not defined as part of the Employee's immediate family as per Article 27.07(a)(i), the Employer may grant up to one (1) working day off with pay to attend the funeral services or memorial ceremony.

27.08

**Educational Leave**

- (a) For the purpose of determining salary increments, an Employee who is granted leave of absence for educational purposes, subject to the conditions provided in Article 27.01, shall be deemed to remain in the continuous service of the Employer for the first (1<sup>st</sup>) twenty (20) months of such period of leave.

- (b) During an Employee's educational leave, subject to Article 27.01(a) they may work as a Casual Employee with the Employer without adversely affecting their reinstatement to the position from which they are on leave.

27.09

**Personal Leave**

- (a) ~~Regular~~ **Each** Employees shall be entitled to **six (6)** personal leave days each year, from April 1<sup>st</sup> through March 31<sup>st</sup>. Employees shall request such days as far in advance as possible. These days are for the purpose of attending to personal matters and family responsibilities, including, but not limited to attending appointments with family members. Requests for personal leave shall not be unreasonably denied, subject to operational requirements. **The Employer shall indicate approval or disapproval in writing of the request within 14 days of the request (as applicable). If the request is denied the Employer will advise the Employee in writing of the reason(s) for the denial.**
- (b) ~~The number of personal leave days are determined by the FTE as of April 1<sup>st</sup> of each year.~~
  - (i) ~~Full time and Part time Employees greater than zero point eight zero (0.80) FTE shall be entitled to three (3) days of up to seven and three quarter (7 ¾) hours each;~~
  - (ii) ~~Part time Employees between zero point six zero (0.60) and zero point eight zero (0.80) FTE shall be entitled to two (2) days of up to seven and three quarter (7 ¾) hours each;~~
  - (iii) ~~Part time Employees between zero point three eight (0.38) and zero point five nine (0.59) FTE shall be entitled to one (1) day of up to seven and three quarter (7 ¾) hours.~~
- (b) **If Employment commences on or after August 1st of the year, Personal Leave days will be prorated for the remainder of the year as follows:**
  - (i) **August 1<sup>st</sup> – November 30<sup>th</sup>: four (4) Personal Leave days**
  - (ii) **December 1<sup>st</sup> – March 31<sup>st</sup>: two (2) Personal Leave days.**
- (c) Personal leave days are granted per incident as a full day, **unless a need arises during an Employee's Shift which requires their immediate attention. In such cases, personal leave shall be granted on an hourly basis for the time remaining in the Shift.**
- (d) Any personal leave days not used, **and not requested and subsequently denied by the Employer**, by March 31<sup>st</sup> of each year shall not be carried over or paid out on termination of employment.
- (e) ~~New Employees hired after January 1<sup>st</sup> of each year shall not receive personal leave days until April 1<sup>st</sup> the following year.~~

- (f) **Requests for Personal Leave which are denied shall result in the automatic carry-over of the equivalent Personal Leave which was denied until such time as the Employer and the Employee mutually agree upon a date to use Personal Leave.**
- (g) **Unused Personal Leave days which are carried over and banked shall be paid out upon termination or upon Employee request.**

27.10

**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.
- (ii) Qualified relative for compassionate/terminal care leave means a person in a relationship to the Employee as defined in the *Alberta Employment Standards Code* and Regulation.
- (iii) At the request of the Employee, compassionate/terminal care leave may be taken in one (1) week increments.
- (iv) Notwithstanding Article 27.01(a), an Employee shall apply for compassionate/terminal care 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:
  - (A) for a period of up to thirty-six (36) weeks to care for their critically ill child; or,
  - (B) 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 27.01(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.

**27.11 Military Leave**

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

**27.12 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:
    - (A) the length of the leave specified in Article 27.12(a) or (b);
    - or,

- (B) 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,
  - (C) 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.

#### 27.13 Domestic Violence Leave

- (a) An Employee who has completed ninety (90) days of employment and who has been subjected to domestic violence may require time off from work to address the situation and shall be entitled to leave of absence without pay for a period of up to ten (10) days in a calendar year.
- (b) An Employee may access applicable leaves of absence or banks such as sick leave, personal leave, court appearance leave, vacation, named holidays, time off in lieu of overtime, and general leave without pay **if they require additional time off under this clause.**
- (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.

#### 27.14 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)*. Requests for such leaves shall be made in accordance with 27.01.

**27.15 Leave for Public Affairs**

- (a) The Employer recognizes the right of a Regular Employee to participate in public affairs. Therefore, upon written request, the Employer shall allow leave of absence without pay so that a Regular Employee may be a candidate in federal, provincial, or municipal elections.**
- (b) Regular Employees who are elected to public office other than the Legislative Assembly of Alberta shall be allowed leave of absence without pay for a period of time not to exceed four (4) years.**
- (c) In the event an Employee is elected to the Legislative Assembly of Alberta, the following provisions shall apply:**

  - (i) The Employee will be deemed to have resigned effective the date of the election.**
  - (ii) Within 6 months of ceasing to hold political office, the former Employee may provide 28 days' notice of readiness to return to work.**
  - (iii) The Employer agrees to reinstate the former Employee provided the former Employee has maintained their professional designation with the appropriate College. The Employee shall be returned to their former position, if available. If their position is not available, the Employer, the Employee, and the Union shall meet to discuss possible suitable placements and reinstate the Employee to a site suitable to the Employee.**
  - (iv) The former Employee shall be reinstated with seniority according to original seniority date.**
  - (v) The former Employee's increment date shall be as at the date of resignation.**
  - (vi) The Employer shall reinstate sick leave credits that existed prior to the former Employee's resignation.**
  - (vii) Upon reinstatement, the Employee shall begin accruing vacation and supplementary vacation at the appropriate levels as before their resignation.**
  - (viii) Local Authority Pension Plan (LAPP) contributions shall cease effective the date of resignation. Subject to LAPP regulations, contributions shall commence on the first day of the reinstatement.**

**ARTICLE 28**

**PENSION PLAN**

- 28.01 (a) The Employer shall contribute to the Local Authorities Pension Plan for retirement benefits for eligible participating Full-time Employees in accordance with the regulations of the Plan.
- (b) The Employer shall contribute to the aforementioned pension plan for eligible Part-time Employees ~~who request enrolment in the Plan~~ provided they are regularly scheduled to work at least fourteen (14) hours per week averaged over one (1) complete cycle of the shift schedule. **Part-time Employees shall have the ability to opt-out of participation in the Pension Plan.**

28.02 The Employer shall distribute to all Employees brochures and other relevant material outlining the above Plan upon hiring and when there are changes to the Plan.

**28.03 Supplemental Pension Plan**

**(a) Definitions**

- (i) **“Employee” means any person covered by the provisions of Article 28 of this Collective Agreement and/or the rules of the Local Authorities Pension Plan.**
- (ii) **“Supplementary Pension Plan” (SPP) means a defined benefit pension plan, providing a benefit that equals 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.**
- (iii) **“Retirement Income Index Benefit” (RIIB) means a payment made to retirees in the Local Authorities Pension Plan (LAPP) and the SPP, 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 SPP, plus 40% of the annual increase in the Alberta Consumer Price Index multiplied by the benefit provided by the LAPP.**

- (b) **The Employer will establish the SPP, 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.**

- (c) The Employer will establish the RIIB, which will be funded by the Employer, and will be governed and administered by the bodies established under the provisions of Article 28.03(b).**
- (d) The Employer will enroll LAPP-participating employees in the SPP and the RIIB.**
- (e) Appointees to the corporate or sponsorship boards of the LAPP, or to any governing body of the SPP, will be provided with time off without loss of regular earnings to perform these duties.**
- (f) The parties agree that the SPP and the RIIB will be instituted and in effect within six months of the effective date of this Collective Agreement.**

ARTICLE 29A

HOURS OF WORK FOR REGULAR PART-TIME EMPLOYEES

FOR FACILITY EMPLOYEES

~~29A.01 Article 12A: Hours of Work (for facility Employees) is replaced and superseded by the following provisions:~~

~~29A.02 Regular hours of work, exclusive of meal periods, shall be up to seven and three-quarter (7  $\frac{3}{4}$ ) consecutive hours in any day and shall be less than thirty eight and three quarter (38  $\frac{3}{4}$ ) hours per week, averaged over one (1) complete cycle of the shift schedule. The ratio of work days to non work days shall not exceed 5:2 in a six (6) calendar week period beginning on the first (1<sup>st</sup>) day of the first (1<sup>st</sup>) pay period following ninety (90) days after the ratification date.~~

~~29A.03 Regular hours of work shall be deemed to:~~

~~\_\_\_\_\_ (a) include, as scheduled by the Employer, either:~~

~~\_\_\_\_\_ (i) one (1) rest period of fifteen (15) minutes during each half shift ( $\frac{1}{2}$ ) of three point eight seven (3.87) hours; or~~

~~\_\_\_\_\_ (ii) one (1) rest period of thirty (30) minutes during each full working shift of seven and three quarter (7  $\frac{3}{4}$ ) hours, if this is more compatible with scheduling of work assignments;~~

~~\_\_\_\_\_ the alternative to be applied shall be at the discretion of the Employer.~~

~~\_\_\_\_\_ (b) exclude a meal period of not less than thirty (30) minutes to be scheduled by the Employer during each working day on which the Employee works in excess of four (4) hours.~~

~~29A.04 (a) Notwithstanding that the meal break is to be excluded in the calculation of regular hours of work, if the Employer requires an Employee to be readily available for duty during their meal period, they shall be so advised in advance and be paid for that meal period at their Basic Rate of Pay.~~

~~\_\_\_\_\_ (b) If an Employee is recalled to duty or if the Employer requires an Employee to work during their meal period or rest period, they shall be given a full meal period or rest period later in their shift, or, where that is not possible, be paid for the meal period or rest period as follows:~~

~~\_\_\_\_\_ (i) for a rest period, at two times (2X) their Basic Rate of Pay; or~~

~~\_\_\_\_\_ (ii) for a meal period for which the Employee is entitled to be paid in accordance with Article 29A.04(a), at two times (2X) their Basic Rate of Pay; or~~

- ~~\_\_\_\_\_ (iii) for a meal period for which the Employee is not otherwise entitled to be paid, at two times (2X) their Basic Rate of Pay.~~
- 29A.05 ~~\_\_\_\_\_ (a) Subject to Article 29A.13, shift schedules shall be posted twelve (12) weeks in advance or such shorter period as is mutually agreed between the Employer and a local chapter representative of the Union (advance notice period).~~
- ~~\_\_\_\_\_ (b) Prior to posting a new shift schedule (advance notice period), the Employer shall make available to affected Employees the new shift schedule for a minimum of two (2) weeks during which time line selection shall occur in accordance with Article 9.02(a) (line selection period). At the end of the line selection period, the advance notice period as required in Article 29A.05(a) shall begin.~~
- ~~\_\_\_\_\_ (c) Should an employee be unable or unwilling to select their line within the line selection period, such Employee shall forfeit their right to line selection.~~
- ~~\_\_\_\_\_ (d) The Employer shall allow a representative of the Union to reproduce a copy of the posted shift schedule which is inclusive of changes made by mutual agreement in accordance with Article 29A.06(a).~~
- 29A.06 ~~\_\_\_\_\_ (a) Except in cases of emergency or by mutual agreement between a Part time Employee and the Employer, shift schedules shall provide for:~~
- ~~\_\_\_\_\_ (i) at least fifteen and one half (15 ½) hours off duty between shifts, except in units or programs where the operations require staggered start and end times. In these units or programs the Employees shall have at least fifteen (15) hours off duty between shifts;~~
- ~~\_\_\_\_\_ (ii) not scheduled to work on two (2) weekends in a five (5) week period. "Weekend" shall mean a Saturday and the following Sunday, assuring a minimum of fifty six (56) hours off duty;~~
- ~~\_\_\_\_\_ (iii) where operationally practicable as determined by the Employer, Article 29A.06(a)(ii) above may be amended to half of the weekends off over one (1) complete cycle of the shift schedule. Where a shift schedule provides for half of the weekends off over one (1) complete cycle of the shift schedule, such ratio will not be changed unless the Employer determines the ratio has become operationally impracticable;~~
- ~~\_\_\_\_\_ (iv) an Employee shall not be scheduled to work seven (7) consecutive shifts more than twice in a five (5) week period;~~
- ~~\_\_\_\_\_ (v) an Employee will not be scheduled to work more than seven (7) consecutive days.~~

~~(b) There shall be two (2) optional scheduling systems available which may be implemented subject to Letter of Understanding #1 Re: Considering Optional Scheduling Systems, upon mutual agreement, in writing, between the Employer and the Union. Where an option is applied, the relevant provisions of Article 29A.06(a) above shall be amended as follows:~~

~~**Option I**~~

~~(i) at least fifteen and one half (15 ½) hours off duty between shifts, except in units or programs where the operations require staggered start and end times. In these units or programs the Employees shall have at least fifteen (15) hours off duty between shifts;~~

~~(ii) not scheduled to work on two (2) weekends in a six (6) week period. "Weekend" shall mean:~~

~~(A) one (1) Saturday and the following Sunday and one (1) Friday and the following Saturday assuring a minimum of fifty six (56) hours off duty; or~~

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

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

~~**Option II**~~

~~(i) at least fifteen and one half (15 ½) hours off duty between shifts, except in units or programs where the operations require staggered start and end times. In these units or programs the Employees shall have at least fifteen (15) hours off duty between shifts;~~

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

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

~~(c) Except when application of this Article is waived by mutual agreement between the Employee and the Employer, if an Employee is required by the Employer to change shifts without receiving fifteen (15) or fifteen and one half (15 ½) hours off duty as applicable, they shall be entitled to premium pay at two times (2X) their Basic Rate of Pay for that shift. This section does not apply to cases where Article 29A.13 has been applied in altering a shift schedule.~~

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



~~29A.07~~ — Employees shall be aware that, in the course of their regular duties, they may be required to work on various shifts throughout the twenty four (24) hour period of the day and the seven (7) days of the week. The first (1<sup>st</sup>) shift of the working day shall be the one wherein the majority of hours worked fall between twenty four hundred (2400) hours and zero eight hundred (0800) hours.

~~29A.08~~ — (a) — The Employer, in scheduling shifts, shall take into consideration an Employee's request for certain shift schedules, subject to the requirements of Article 29A.06.

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

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

~~—————~~ (ii) — days only;

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

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

~~—————~~ (v) — evenings and days (rotation);

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

~~—————~~ (vii) — nights and days (rotation).

~~—————~~ (c) (i) — A request by an Employee to work shift patterns in Article 29A.08(b)(iii), (iv) or (vi) shall not be unreasonably denied, provided however that the Employer shall have the right to assign periods of day duty for the purpose of maintaining proficiency totaling not more than one hundred sixteen and one quarter (116 ¼) regular hours worked in a calendar year. An Employee who has requested to work shift pattern in Article 29A.08(b)(iii), (iv) or (vi), may alter such request only after:

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

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

~~—————~~ (ii) — Upon receiving a request or requests to revert under Article 29A.08(c), the Employer shall provide all other Employees working shift patterns in Article 29A.08(b)(iii), (iv) or (vi) on the schedule notice of the reversion request to determine whether or not they also wish to revert, commencing with the posting of the revised shift schedule in Article 29A.08(c)(iii)(A). Such notice will be provided regardless of how long the other Employees on the schedule have worked in those shift patterns.

- ~~\_\_\_\_\_ (iii) The Employer:~~
- ~~\_\_\_\_\_ (A) shall post a revised shift schedule to become effective within fourteen (14) weeks of receiving the initial request(s); and~~
- ~~\_\_\_\_\_ (B) shall not be required to revise the shift schedule more than once in any twelve (12) month period, commencing from the revised shift schedule's implementation date.~~
- ~~\_\_\_\_\_ (d) An application under Article 11: Appointments and Transfers, in response to a position with shift patterns listed in Article 29A.08(b)(iii), (iv) or (vi), constitutes an Employee request for the purposes of Article 29A.08.~~
- ~~\_\_\_\_\_ (e) (i) Employees working shift choices in Article 29A.08(b)(i), (v) and (vii), shall be assigned a day duty at least one third (1/3) of the time during the shift cycle. For the purpose of applying the foregoing an Employee will be deemed to have been assigned day duty for those periods of time absent on vacation or on or for a Named Holiday that would have except for such absence been day duty to which the Employee would have been assigned in accordance with the shift schedule.~~
- ~~\_\_\_\_\_ (ii) Where operationally practicable as determined by the Employer, Article 29A.08(e)(i) above may be amended to up to two fifths (2/5) day duty during the shift cycle.~~
- ~~\_\_\_\_\_ (f) An Employee will not be required to work split shifts except by mutual agreement between the Employee and the Employer.~~
- ~~29A.09 (a) Employees may exchange shifts among themselves, provided that:~~
- ~~\_\_\_\_\_ (i) the exchange is agreed to, in writing, between the affected Employees; and~~
- ~~\_\_\_\_\_ (ii) prior approval of such exchange has been given by the Employee's immediate supervisor; and~~
- ~~\_\_\_\_\_ (iii) such exchange must not result in additional costs for the Employer when compared to the Employees' pre-exchange schedules.~~
- ~~\_\_\_\_\_ (b) Where such a request is made in writing, the Employer's reply shall also be in writing no more than seven (7) days after the request is made.~~
- ~~\_\_\_\_\_ (c) Such exchange shall be recorded on the shift schedule.~~
- ~~\_\_\_\_\_ (d) Such exchange shall not be deemed a violation of the provisions of this Collective Agreement.~~

- ~~29A.10 — In the event an Employee's scheduled shift is cancelled with less than fourteen (14) days' notice, a make-up shift shall be scheduled for the next following cycle of the shift schedule. When an Employee reports for work as scheduled, and is informed that the shift has been cancelled, the Employee will be compensated for the inconvenience by a payment of three (3) hours pay at the Employee's Basic Rate of Pay.~~
- ~~29A.11 — A Regular Employee shall not be scheduled to work more than two (2) different shifts between scheduled days off except as mutually agreed between the Employer and the Employee.~~
- ~~29A.12 — (a) — A Part time Employee may work additional shifts.~~
- ~~— (b) — Where a Part time Employee volunteers or agrees when requested to work additional shifts, they shall be paid their basic rate for such hours, or if applicable, at the overtime rate(s) provided in Article 29C.02.~~
- ~~— (c) — Where the Employer requires a Part time Employee to work without them having volunteered or agreed to do so, they shall be paid the applicable overtime rate provided in Article 29C.02.~~
- ~~— (d) — At the time additional work is being offered, the Employee shall be responsible for advising the Employer that the Employee will be in an overtime situation if they accept the additional work. The Employer is not obligated to call in Part time Employees for additional work if such additional work would result in the Employer having to incur overtime costs.~~
- ~~— (e) — Opportunities for additional hours of work shall be distributed equitably among the Regular Part time Employees and the Casual Employees who have requested additional hours of work.~~
- ~~29A.13 — Except when application of this Article is waived by mutual agreement between the Employee and the Employer, if, in the course of a posted schedule, the Employer changes an Employee's scheduled shift, they shall be paid at the rate of two times (2X) their Basic Rate of Pay for all hours worked during the first (1<sup>st</sup>) shift of the changed schedule, unless fourteen (14) calendar days' notice of such change has been given.~~
- ~~29A.14 — On the date fixed by proclamation, in accordance with the *Daylight Savings Time Act*, of conversion to Mountain Standard Time, regular hours of work shall be extended to include the resultant additional hour with additional payment due therefor at the applicable overtime rate. On the date fixed by said *Act* for the resumption of Daylight Savings Time, the resultant reduction of one (1) hour in the shift involved shall be effected with the appropriate deduction in regular earnings.~~

~~29A.15 (a) Regular Part time Employees may work flexible hours by mutual agreement between the Employee and Employer, whereby at a mutually agreeable time the Employer will provide and the Employee shall take time off:~~

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

~~(ii) in place of overtime pay for those hours worked in excess of seven and three quarter (7 <sup>3</sup>/<sub>4</sub>) hours in a day or one hundred and fifty five (155) hours over a four (4) calendar week period beginning on the first (1<sup>st</sup>) day of the first (1<sup>st</sup>) pay period following ninety (90) days after the ratification date,~~

~~in which event Articles 29A.02, 29A.05, 29A.06 and 29C.02 shall have no application.~~

~~(b) The Employee shall be paid for the time taken off in place of overtime pay at the same rate the Employee would have been paid wages had the Employee worked those hours on a normal working day.~~

~~(c) If time off in place of overtime pay is not provided and taken in accordance with the foregoing, the Employee will be paid overtime pay in accordance with Article 29C.02.~~

**ARTICLE 29B**

**HOURS OF WORK FOR REGULAR PART-TIME EMPLOYEES**

**FOR COMMUNITY AND MENTAL HEALTH CLINIC EMPLOYEES**

29B.01 ~~Article 12B: Hours of Work (for community and mental health clinic Employees) is replaced and superseded by the following provisions.~~

29B.02 ~~Regular hours of work, exclusive of meal periods, shall be up to seven and three-quarter (7  $\frac{3}{4}$ ) consecutive hours in any day and shall be less than thirty eight and three quarter (38  $\frac{3}{4}$ ) hours per week, averaged over one (1) complete cycle of the shift schedule. The ratio of work days to non work days shall not exceed 5:2 in a six (6) calendar week period beginning on the first (1<sup>st</sup>) day of the first (1<sup>st</sup>) pay period following ninety (90) days after the ratification date.~~

29B.03 ~~Regular hours of work shall be deemed to:~~

~~\_\_\_\_\_ (a) include, as scheduled by the Employer, either:~~

~~\_\_\_\_\_ (i) one (1) rest period of fifteen (15) minutes during each half shift of three point eight seven (3.87) hours; or~~

~~\_\_\_\_\_ (ii) one rest period of thirty (30) minutes during each full working shift of seven and three quarter (7  $\frac{3}{4}$ ) hours, if this is more compatible with scheduling of work assignments;~~

~~\_\_\_\_\_ the alternative to be applied shall be at the discretion of the Employer.~~

~~\_\_\_\_\_ (b) exclude a meal period of not less than thirty (30) minutes to be scheduled by the Employer during each working day on which the Employee works in excess of four (4) hours.~~

29B.04 (a) ~~Notwithstanding that the meal break is to be excluded in the calculation of regular hours of work, if the Employer requires an Employee to be readily available for duty during their meal period, they shall be so advised in advance and be paid for that meal period at their Basic Rate of Pay.~~

~~\_\_\_\_\_ (b) If an Employee is recalled to duty or if the Employer requires an Employee to work during their meal period or rest period they shall be given a full meal period or rest period later in their shift, or, where that is not possible, be paid for the meal period or rest period as follows:~~

~~\_\_\_\_\_ (i) for a rest period, at two times (2X) their Basic Rate of Pay; or~~

~~\_\_\_\_\_ (ii) for a meal period for which the Employee is entitled to be paid in accordance with Article 29B.04(a), at two times (2X) their Basic Rate of Pay; or~~

- ~~\_\_\_\_\_ (iii) for a meal period for which the Employee is not otherwise entitled to be paid, at two times (2X) their Basic Rate of Pay.~~
- 29B.05 ~~(a) Except in cases of emergency or by mutual agreement between a Part time Employee and the Employer, shift schedules shall provide for:
  - ~~\_\_\_\_\_ (i) at least fifteen and one half (15 ½) hours off duty between shifts, except in units or programs where the operations require staggered start and end times or where operations provide evening clinics or services. In these units or programs the Employees shall have at least twelve (12) hours off duty between shifts;~~
  - ~~\_\_\_\_\_ (ii) weekends off to be equally distributed over a shift cycle among Regular Full time and Regular Part time Employees who perform the work involved;~~
  - ~~\_\_\_\_\_ (iii) Article 29B.05(a)(ii) above does not apply to an Employee who is hired into, or by choice is in, a position that is assigned to work weekends on a regular basis;~~
  - ~~\_\_\_\_\_ (iv) Employees will not be scheduled to work more than six (6) consecutive days.~~~~
- ~~\_\_\_\_\_ (b) Additional scheduling systems may be mutually agreed to in writing between the Employer and the Union.~~
- 29B.06 ~~An Employee may work a split shift where agreed, in writing, between the Employer and Employee. No portion of a split shift shall be less than three (3) hours.~~
- 29B.07 ~~An Employee will be paid for regularly scheduled hours of work at their Basic Rate of Pay when a work period is cancelled by the Employer or client with less than twenty four (24) hours' notice provided that no alternative assignment is available.~~
- 29B.08 ~~Employees shall be aware that, in the course of their regular duties, they may be required to work on various shifts throughout the twenty four (24) hour period of the day and the seven (7) days of the week. The first (1<sup>st</sup>) shift of the working day shall be the one wherein the majority of hours worked fall between zero hundred (0000) hours and zero eight hundred (0800) hours.~~
- 29B.09 ~~(a) Employees may exchange shifts among themselves, provided that:
  - ~~\_\_\_\_\_ (i) the exchange is agreed to, in writing, between the affected Employees; and~~
  - ~~\_\_\_\_\_ (ii) prior approval of such exchange has been given by the Employee's immediate supervisor; and~~
  - ~~\_\_\_\_\_ (iii) such exchange must not result in additional costs for the Employer when compared to the Employee's pre exchange schedule.~~~~

- ~~\_\_\_\_\_ (b) Where such a request is made in writing, the Employer's reply shall also be in writing no more than seven (7) days after the request is made. \_\_\_\_\_~~
- ~~\_\_\_\_\_ (c) Such exchange shall be recorded on the shift schedule. \_\_\_\_\_~~
- ~~\_\_\_\_\_ (d) Such exchange shall not be deemed a violation of the provisions of this Collective Agreement. \_\_\_\_\_~~
- ~~29B.10 On the date fixed by proclamation, in accordance with the *Daylight Savings Time Act*, of conversion to Mountain Standard Time, regular hours of work shall be extended to include the resultant additional hour with additional payment due therefor at the applicable overtime rate. On the date fixed by said *Act* for the resumption of Daylight Savings Time, the resultant reduction of one (1) hour in the shift involved shall be effected with the appropriate deduction in regular earnings. \_\_\_\_\_~~
- ~~29B.11 (a) Employees may work flexible hours by mutual agreement between the Employee and Employer, whereby at a mutually agreeable time the Employer will provide and the Employee shall take time off: \_\_\_\_\_~~
  - ~~\_\_\_\_\_ (i) for those hours worked during the normal rest period; and \_\_\_\_\_~~
  - ~~\_\_\_\_\_ (ii) in place of overtime pay for those hours worked in excess of seven and three quarter (7 <sup>3</sup>/<sub>4</sub>) hours in a day or one hundred and fifty five (155) hours over a four (4) calendar week period beginning on the first (1<sup>st</sup>) day of the first (1<sup>st</sup>) pay period following ninety (90) days after the ratification date, \_\_\_\_\_~~
- ~~\_\_\_\_\_ in which event Articles 29B.02, 29B.05 and 29C.02 shall have no application. \_\_\_\_\_~~
- ~~\_\_\_\_\_ (b) The Employee shall be paid for the time taken off in place of overtime pay at the same rate the Employee would have been paid wages had the Employee worked those hours on a normal working day. \_\_\_\_\_~~
- ~~\_\_\_\_\_ (c) If time off in place of overtime pay is not provided and taken in accordance with the foregoing, the Employee will be paid overtime pay in accordance with Article 29C.02. \_\_\_\_\_~~
- ~~29B.12 (a) Every reasonable effort will be made to schedule Regular Employees to their regular FTE. \_\_\_\_\_~~
- ~~\_\_\_\_\_ (b) In order to accomplish Article 29B.12(a), every reasonable effort will be made to distribute additional work at the site on the basis of seniority. \_\_\_\_\_~~
- ~~\_\_\_\_\_ (c) Notwithstanding Article 29B.12(b), where there are unusual circumstances that require unique skills, consideration for patient care requirements, consideration for program efficiency and effectiveness, or where Employees are not available, the Employer may utilize the most appropriate Employee. \_\_\_\_\_~~

- ~~\_\_\_\_\_ (d) Additional hours includes work of a temporary or project nature.~~
- ~~\_\_\_\_\_ (e) At the time additional work is being offered, the Employee shall be responsible for advising the Employer that the Employee will be in an overtime situation if they accept the additional work. The Employer is not obligated to call in Part time Employees for additional work if such additional work would result in the Employer having to incur overtime costs.~~
- ~~29B.13 (a) Subject to 29B.12, opportunities for additional hours of work shall be distributed equitably among the Regular Part time Employees and the Casual Employees who have requested additional hours of work.~~
- ~~\_\_\_\_\_ (b) Where a Part Time Employee replaces another Employee in an extended work day shift in accordance with Articles 40A.04 or 40B.04, they shall be paid at their Basic Rate of Pay for those hours worked up to eleven and one quarter (11 ¼) hours in a day.~~

~~29B.14 **Optional Scheduling Provision**~~

- ~~\_\_\_\_\_ There will be an optional scheduling system available. An extended work day may be implemented between the Union and the Employer. The regular hours of the extended scheduling system shall not exceed:~~
  - ~~(a) ten (10) consecutive hours per day at the Basic Rate of Pay;~~
  - ~~(b) seventy seven point five (77.5) hours averaged over fourteen (14) calendar days.~~



**ARTICLE 29C**

**REGULAR PART-TIME EMPLOYEES**

*Note: Consequential Amendments as required*

~~29C.01~~ **29.01** Subject to Articles ~~29A and 29B~~, **12.13, 12.14, 12.15, 12.16, and 12.17**, all provisions of this Collective Agreement shall apply to Regular Part-time Employees, except:

Article 13: Overtime

Article 22: Named Holidays

Article 23: Vacation

Article 25: Sick Leave

**Overtime**

~~29C.02~~ **29.02** (a) The overtime rate of two times (2X) shall be paid for work authorized by the Employer and performed by the Employee for those hours worked in excess of:

- (i) seven and three-quarter (7  $\frac{3}{4}$ ) hours in a day; or
- (ii) one-hundred and fifty-five (155) hours over a four (4) calendar week period beginning on the first (1<sup>st</sup>) day of the first (1<sup>st</sup>) pay period following ninety (90) days after the ratification date; or
- (iii) eleven and one-quarter (11  $\frac{1}{4}$ ) hours in a day when replacing another Employee in an extended work day shift in accordance with Articles 40A.04 or 40B.04.

(b) The Employer shall provide on each ward or unit overtime forms which are to be signed by the designated authorized person and a copy shall be given to the Employee at the time the overtime is worked.

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

- (d) The Employer shall designate an individual at the site who may authorize overtime. The Employer shall not unreasonably deny authorization after the fact for overtime worked where such overtime has arisen as a result of unforeseeable circumstances in which it is impossible to obtain prior authorization.
- (e) An Employee who attends an overnight client recreational/therapeutic activity authorized by the Employer shall be paid, in addition to their basic rate for their normal shift, an allowance of forty dollars (\$40.00) for each day in attendance at such activity. Participation by an Employee in such activity shall be voluntary.
- (f) In the event an Employee works a double shift, the Employee shall be provided with access to a meal and snacks during the second shift at no cost.
- (g) An Employee who works in excess of four (4) hours of overtime immediately following a seven and three-quarter ( $7\frac{3}{4}$ ) hour shift shall be provided with access to a meal and snacks at no cost.
- (h) Except in cases of emergency, no Employee shall be requested or permitted to work more than sixteen (16) hours (inclusive of regular hours and overtime hours) in a twenty-four (24) hour period beginning at the first (1<sup>st</sup>) hour the Employee reports for work.
- (i)
  - (i) Where an Employee works overtime immediately following their shift and there is not a minimum of seven and one-half ( $7\frac{1}{2}$ ) consecutive hours off duty in the twelve (12) hours preceding the Employee's next shift, at the Employee's request, the Employee shall be entitled to seven and one-half ( $7\frac{1}{2}$ ) consecutive hours of rest before commencing their next shift without loss of earnings.
  - (ii) The Employee in the above situation will advise the Employee's supervisor, as far in advance as possible and in any event, not less than two (2) hours in advance of the next shift, that the Employee will not be reporting for duty at the scheduled time.

### **Named Holidays**

~~29C.03~~ **29.03** Notwithstanding Article 2.13, a Part-time Employee required to work on a Named Holiday shall be paid at:

- (a) one and one-half times ( $1\frac{1}{2}X$ ) their Basic Rate of Pay for work performed up to seven and three-quarter ( $7\frac{3}{4}$ ) hours;
- (b) overtime worked on that Named Holiday shall be paid at the rate of two and one-half times ( $2\frac{1}{2}X$ ) their Basic Rate of Pay.

- (c) notwithstanding Article 29C.03(a), a Part-time Employee required to work on the August Civic Holiday or Christmas Day shall be paid at two times (2X) the Employee's Basic Rate of Pay for work performed up to seven and three-quarter (7 ¾) hours.
- (d) notwithstanding Article 29C.03(b), overtime worked on the August Civic Holiday or Christmas Day shall be paid at the rate of three times (3X) the Employee's applicable Basic Rate of Pay.

~~29C.04~~ **29.04** Regular Part-time Employees shall be paid, in addition to their Basic Rate of Pay, ~~five percent (5%)~~ **five point four (5.4%)** of this rate per pay period in lieu of the Named Holidays.

~~29C.05~~ **29.05** (a) An Employee shall be so scheduled as to provide them with days off on at least three (3) of the actual Named Holidays. In addition, they shall be given either Christmas or New Year's Day off unless otherwise requested by the Employee.

(b) (i) An Employee granted Christmas Day off in accordance with Article 29C.05(a) shall be scheduled such that they shall have two (2) consecutive days where they will not be obliged to work (i.e., December 24<sup>th</sup> and 25<sup>th</sup> or December 25<sup>th</sup> and 26<sup>th</sup>).

(ii) An Employee granted New Year's Day off in accordance with Article 29C.05(a) shall be scheduled such that they shall have two (2) consecutive days where they will not be obliged to work (i.e., December 31<sup>st</sup> and January 1<sup>st</sup> or January 1<sup>st</sup> and 2<sup>nd</sup>).

(c) Subsequent to the application of Article 29C.08(a)(i)(A), every reasonable effort shall be made to rotate the requirement to work Christmas or New Year's from year-to-year.

**Vacation**

~~29C.06~~ **29.06 Definition**

"Vacation" means vacation with pay.

~~29C.07~~ **29.07** (a) Regular Part-time Employees shall earn vacation with pay calculated in hours in accordance with the following formula:

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

(i) six percent (6%) during the first (1<sup>st</sup>) employment year; or

(ii) eight percent (8%) during the second (2<sup>nd</sup>) to ninth (9<sup>th</sup>) employment years; or

- (iii) ten percent (10%) during the tenth (10<sup>th</sup>) to nineteenth (19<sup>th</sup>) employment years; or
- (iv) twelve percent (12%) during the twentieth (20<sup>th</sup>) and subsequent employment years.

(b) **Supplementary Vacation**

Upon reaching the following employment anniversaries of continuous service:

- (i) twenty-five (25) years;
- (ii) thirty (30) years;
- (iii) thirty-five (35) years;
- (iv) forty (40) years;
- (v) forty-five (45) years;

Employees shall have earned an additional one (1) time two percent (2%) of vacation with pay, calculated in hours, as follows: to be taken at the Employee's option, subject to Article 29C.08(a)(i)(A) at any time subsequent to the current supplementary vacation employment anniversary date and prior to the next supplementary vacation employment anniversary date. Any supplementary vacation not taken prior to achieving a subsequent supplementary vacation entitlement shall lapse.

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

~~29C.08~~ **29.08** (a) **Time of Vacation**

- (i) (A) As far as possible, Part-time Employees shall be granted their choice of vacation periods; however, the final allotment of vacation remains within the responsibility and the authority of the Employer. The Employer shall post the vacation schedule planner by January 1<sup>st</sup> of each year. Employees are required to request at least seventy-five percent (75%) of their annual vacation entitlement on the vacation schedule planner. Where an Employee submits their vacation preference by March 15<sup>th</sup> of that year, the Employer shall indicate approval or disapproval of that vacation request by April 30<sup>th</sup> of the same year. A vacation period may be divided by mutual agreement between the Employee and the Employer.

- (B) When an Employee submits a written vacation request after April 30<sup>th</sup>, the Employer shall provide written approval or disapproval of the vacation request within ten (10) working days of the request.
- (ii) Seniority within each classification shall be the determining factor when there is a dispute regarding preference for the time that vacation is to be taken.
- (iii) A request to utilize vacation shall be made in writing to the Employer. The request shall be subject to the approval of the Employer and shall not exceed the number of vacation days accrued to the date of the first (1<sup>st</sup>) day of vacation.
- (iv) Once vacations are authorized by the Employer they shall not be changed except in cases of emergency or by mutual agreement between the Employer and the Employee.
- (v) An Employee may be permitted to carry forward a portion of unused vacation to the next vacation year. Requests to carry forward vacation shall be made in writing and shall not be unreasonably denied.
- (vi) An Employee required by the Employer to return to work during their vacation will receive two times (2X) their Basic Rate of Pay for hours worked. In addition to receiving the premium pay, the time so worked will be rescheduled as vacation leave with pay.

(b) **Vacation Earning Portability**

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

(c) **Vacation Time on Unscheduled Days**

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

## Sick Leave

~~29C.09~~ **29.09** Sick leave is provided by the Employer, for the purpose of maintaining regular earnings during absences due to illness or accident for which compensation is not payable under the *Workers' Compensation Act* or for quarantine by a Medical Officer of Health.

~~29C.10~~ **29.10** A Regular Part-time Employee will receive a credit for sick leave computed from the date their continuous service commenced at the rate of one and one-half (1 ½) working days for each full month of employment, pro-rated on the basis of the hours worked by the Employee in relation to the regularly scheduled hours for a Full-time Employee, up to a maximum of one hundred and twenty (120) working days. Provided however, that an Employee shall not be entitled to apply sick leave credits for absences due to illness for additional shifts worked pursuant to Article ~~29A.11~~ ~~or 29B.12~~, **12.16** as applicable.

In the case of:

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

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

~~29C.11~~ **29.11** Part-time Employees reporting sick shall advise the Employer as soon as possible and regularly thereafter as required by the Employer.

~~29C.12~~ **29.12** Subject to the above, a Part-time Employee granted sick leave shall be paid for the period of such leave at the Basic Rate of Pay and the number of hours thus paid shall be deducted from their accumulated sick leave credits up to the total amount of the Employee's accumulated credits at the time sick leave commenced.

~~29C.13~~ **29.13** Employees may be required to submit satisfactory proof to the Employer of any illness, non-occupational accident or quarantine when circumstances make it reasonable to do so. Where the Employee must pay a fee for such proof, the full fee shall be reimbursed by the Employer. Payment of sick leave benefit shall not be effected until required substantiation has been supplied.

~~29C.14~~ **29.14** When a Part-time Employee has accrued the maximum sick leave credit of one hundred and twenty (120) working days, 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.

~~29C.15~~ **29.15** (a) If a Part-time Employee requires time off for the purpose of attending a dental, physiotherapy, optical or medical appointment, provided they have been given prior authorization by the Employer, such absence shall be neither charged against their accumulated sick leave, nor shall the Employee suffer any loss of income provided such absence does not exceed two (2) hours during one (1) working day. If the absence is longer than two (2) hours, the whole period of absence shall be charged against their accumulated sick leave.

(b) Where a Part-time Employee is required to travel for the purposes of medical referral and/or treatment, they shall have the right to utilize accumulated sick leave credits for such absence, provided they have been given prior authorization by the Employer.

(c) The Employee may be required to submit satisfactory proof of appointments referred to in Article ~~29C.15~~(a) and (b).

~~29C.16~~ **29.16** (a) Except as hereinafter provided, sick leave will not be paid in respect of any illness or injury which is incurred during the period of the scheduled vacation once vacation leave has commenced. In the event that the illness or injury prevents the Employee from resuming their duties at the conclusion of the vacation period and they have substantiated their claim for sick leave, income continuance thereafter will be in accordance with Article ~~29C.12~~. Notwithstanding the foregoing, should an Employee demonstrate to the satisfaction of the Employer that they were admitted to a hospital as an "in-patient" during the course of their vacation, they shall be deemed to be on sick leave for the period of the stay in hospital, subject to the provisions of Article ~~29C.12~~. Vacation time not taken as a result of such stay in hospital shall be rescheduled to a mutually agreed later time frame.

(b) In the event an illness or injury preventing an Employee from performing their usual duties occurs prior to the scheduled start of the vacation period, and provided proper substantiation of their claim to sick leave has been provided, the absence on account of the illness or injury will be treated as sick leave pursuant to Article ~~29C.12~~ 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.

~~29C.17~~ **29.17** Upon request of an Employee but not more frequently than once a year, the Employer shall advise an Employee of their accrued sick leave credits.

- ~~29C.18~~ **29.18** (a) An Employee who has accrued sick leave entitlement under the terms of this Collective Agreement shall, upon the voluntary termination of their employment with the Employer, be entitled to retain such entitlement provided they enter into employment with an Employer who is also Party to a collective agreement with an identical sick leave provision, within six (6) months of the date of their termination of employment.
- (b) Otherwise sick leave credits shall be cancelled and no payments shall be due therefore. This entitlement shall not apply during the Employee's probationary period. At the request of the Employee, the Employer shall provide the Employee with a written statement of their accumulated sick leave entitlement upon termination.
- ~~29C.19~~ **29.19** An Employee who has exhausted their sick leave credits during the course of an illness, and the illness continues, shall be deemed to be on leave of absence without pay or benefits except as provided in Article 27.01(g), for the duration of the illness or as provided below, whichever first occurs. The Employee shall keep the Employer advised as to when they shall be expected back to work and shall provide the Employer with twenty-eight (28) days' written notice of readiness to return to work and:
- (a) if the Employee is capable of performing the duties of their former position they shall be reinstated by the Employer in the same position which they held immediately prior to their disability at not less than the same step in the pay scale and other benefits that accrued to them prior to their disability.
- (b) if the Employee is incapable of performing the duties of their former position, but is capable of performing the duties of their former classification, a reasonable effort shall be made by the Employer to place them in an available position that they are capable of performing. In such a case the Union agrees to waive the posting provisions of the Collective Agreement.
- ~~29C.20~~ **29.20** An Employee whose status has changed due to layoff from Regular Employee to a Casual Employee, with the same Employer, shall have their sick leave credits suspended, and should they return to regular employment with the Employer, the accrued sick leave credits shall be reinstated.



**ARTICLE 30**

**TEMPORARY EMPLOYEES**

*Note: Consequential Amendments as required*

30.01 All provisions of this Collective Agreement shall apply to Temporary Employees, except as outlined below:

(a) Article 11: Appointments and Transfers shall be amended to include the following provisions:

11.09 During the term of a temporary position, a Temporary Employee shall be eligible to apply on postings in accordance with the following:

(a) Such Employees shall be eligible to apply on posting of vacancies for regular positions pursuant to Article 11.01. In the event that such Employee is successful on a posting pursuant to Article 11.01, the Employer shall not be required to post any resulting vacancy of less than three (3) months.

(b) ~~Where a vacancy for a temporary position exists, such~~ **Such** Employee shall ~~not~~ be eligible to apply, ~~unless the position posted commences after the expiry of the term for which they were hired.~~ **on any posted vacancies.**

(b) Article 32: Layoff and Recall shall not apply to Temporary Employees.

(c) Article 33: Discipline and Dismissal is amended to include the following:

33.11 A Temporary Employee shall not have the right to grieve the termination of the term position.

33.12 The Employer shall provide at least ~~seven (7)~~ **twenty-eight (28)** calendar days' written notice of termination of their term position.

**ARTICLE 31**

**CASUAL EMPLOYEES**

***Note: Consequential Amendments as required***

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

**Hours of Work**

31.02 (a) Hours of work for a Casual Employee shall be up to seven and three-quarter (7  $\frac{3}{4}$ ) hours in a day.

(b) Casual Employees will not be required to work in excess of seven (7) consecutive shifts except by mutual agreement.

(c) A Casual Employee pursuant to Article 2.06(b)(i) or (ii) will not be required to work in a manner where the ratio of work days to non-work days exceeds 5:2 averaged over six (6) calendar weeks beginning on the first (1<sup>st</sup>) day of the first (1<sup>st</sup>) pay period following ninety (90) days after the ratification date.

(d) Hours of work shall be deemed to include, as scheduled by the Employer, either:

(i) one (1) rest period of fifteen (15) minutes during each half shift of three point eight seven (3.87) hours; or

(ii) one (1) rest period of thirty (30) minutes during each full working shift of seven and three-quarter (7  $\frac{3}{4}$ ) hours, if this is more compatible with scheduling of work assignments;

the alternative to be applied shall be at the discretion of the Employer.

(e) (i) Hours of work shall be deemed to exclude a meal period of not less than thirty (30) minutes to be scheduled by the Employer during each working day on which the Employee works in excess of four (4) hours.

(ii) Notwithstanding that the meal break is to be excluded in the calculation of regular hours of work, if the Employer requires an Employee to be readily available for duty during their meal period, they shall be so advised in advance and be paid for that meal period at their Basic Rate of Pay.

(iii) If an Employee is recalled to duty or if the Employer requires an Employee to work during their meal period or rest period, they shall be given a full meal period or rest period later in their shift, or, where that is not possible, be paid for the meal period or rest period as follows:

- (A) for a rest period, at two times (2X) their Basic Rate of Pay; or
- (B) for a meal period for which the Employee is entitled to be paid in accordance with Article 31.02(e)(ii), at two times (2X) their Basic Rate of Pay; or
- (C) for a meal period for which the Employee is not otherwise entitled to be paid, at two times (2X) their Basic Rate of Pay.

- 31.03 (a) No Casual Employee shall be scheduled except with their consent.
- (b) Employees shall be aware that, in the course of their regular duties, they may be required to work on various shifts throughout the twenty-four (24) hour period of the day and the seven (7) days of the week. The first (1<sup>st</sup>) shift of the working day shall be one wherein the majority of hours worked fall between twenty-four hundred (2400) and zero eight hundred (0800) hours.
- 31.04 When a Casual Employee reports for work as scheduled and is informed that the shift has been cancelled, the Employee will be compensated for the inconvenience by the payment of three (3) hours pay at the Employee's Basic Rate of Pay.

### **Extended Work Day**

- 31.05 All provisions pertaining to Casual Employees working the extended work day are covered in Article 40C.

### **Overtime**

- 31.06 (a) Overtime is all time authorized by the Employer and worked by an Employee in excess of seven and three-quarter (7 ¾) hours per day. The Employer shall provide on each ward or unit overtime forms which are to be signed by the designated authorizing person and a copy shall be given to the Employee at the time the overtime is worked.
- (b) The Employer shall designate an individual at the site who may authorize overtime. The Employer shall not unreasonably deny authorization after the fact for overtime worked where such overtime has arisen as a result of unforeseeable circumstances in which it is impossible to obtain prior authorization.
- (c) The overtime rate of two times (2X) the applicable Basic Rate of Pay shall be paid for all overtime worked.
- (d) An Employee who attends an overnight client recreational/therapeutic activity authorized by the Employer shall be paid, in addition to their basic rate for their normal shift, an allowance of forty dollars (\$40.00) for each day in attendance at such activity. Participation by an Employee in such activity shall be voluntary.

- (e) An Employee who works in excess of four (4) hours of overtime immediately following a seven and three-quarter ( $7\frac{3}{4}$ ) hour shift shall be provided with access to a meal and snacks at no cost.
- (f) Except in cases of emergency, no Employee shall be requested or permitted to work more than sixteen (16) hours (inclusive of regular hours and overtime hours) in a twenty-four (24) hour period beginning at the first (1<sup>st</sup>) hour the Employee reports for work.
- (g)
  - (i) Where an Employee works overtime immediately following their shift and there is not a minimum of seven and one-half ( $7\frac{1}{2}$ ) consecutive hours off duty in the twelve (12) hours preceding the Employee's next shift, at the Employee's request, the Employee shall be entitled to seven and one-half ( $7\frac{1}{2}$ ) consecutive hours of rest before commencing their next shift without loss of earnings.
  - (ii) The Employee in the above situation will advise the Employee's supervisor, as far in advance as possible and in any event, not less than two (2) hours in advance of the next shift, that the Employee will not be reporting for duty at the scheduled time.

## **Salaries**

- 31.07
- (a) The Basic Rate of Pay for Casual Employees shall be as outlined in the Salary Schedule.
  - (b) Subject to any of the other terms of this Collective Agreement providing for the withholding or delay in granting of an increment, an Employee's Basic Rate of Pay will be advanced to the next higher Basic Rate of Pay and be entitled to an increment following the completion of two thousand twenty-two and three-quarter ( $2,022\frac{3}{4}$ ) hours worked and thereafter a further increment upon the completion of each period of one thousand eight hundred thirteen and one-half ( $1,813\frac{1}{2}$ ) hours worked to the maximum increment granted Full-time Employees.
  - (c) When an Employee voluntarily transfers to a classification with a lower rate of pay their salary shall be adjusted immediately to the basic rate they would have been entitled to, had they been in the lower rated classification from commencement of employment.
  - (d) An Employee whose position is reclassified to one with a lower Basic Rate of Pay, through no cause of their own, shall continue to receive their previous Basic Rate of Pay until the Basic Rate of Pay for the lower paid classification is equal to or greater than their previous Basic Rate of Pay, or for a period of twenty-four (24) months, whichever is earlier, at which time they will then receive the Basic Rate of Pay for the classification to which the position is allocated.

- (e) When an Employee has experience satisfactory to the Employer, the Employee's starting salary shall be adjusted as follows:
  - (i) Experience prior to a four (4) year lapse will not be recognized.
  - (ii) All experience satisfactory to the Employer shall be recognized on a one-on-one basis, up to the top increment in the salary scale.
  - (iii) The Employer may recognize experience if more than a four (4) years lapse has occurred and the Employee has fulfilled the licensing requirements of the CLPNA.

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

- (f) Only Employees entitled to designation as a Licensed Practical Nurse pursuant to the *Health Professions Act R.S.A. 2000, c. H-7* shall be employed as a Licensed Practical Nurse.
- (g) Should the Employer issue an Employee an overpayment of wages and/or entitlements, then the Employer may make the necessary monetary or entitlement adjustments and take such internal administrative action as is necessary to correct such errors. The Employer shall notify the Employee in writing that an overpayment has been made and discuss repayment options. By mutual agreement between the Employer and the Employee, repayment arrangements shall be made. In the event mutual agreement cannot be reached, the Employer shall recover the overpayment by deducting up to ten percent (10%) of the Employee's gross earnings per pay period. If the Employee resigns or is terminated for cause prior to repayment, the Employer may deduct the balance left owing from their final pay cheque or other funds due on termination.

### **Shift Differential**

31.08 Casual Employees shall be covered by Article 16 – Shift Differential of this Collective Agreement.

### **Weekend Premium**

31.09 Casual Employees shall be covered by Article 17 – Weekend Premium of this Collective Agreement.

### **On-Call Duty**

31.10 Where a Casual Employee is assigned by the Employer to "on-call duty" for a specified period of time, they shall be paid three dollars and thirty cents (\$3.30) per hour, except that on Named Holidays, they shall be paid four dollars and fifty cents (\$4.50) per hour.

- 31.11 Where the Employer requires an Employee to carry a pocket pager while on-call, such pagers shall be supplied by the Employer. The number and distribution of pagers shall be determined by the Employer and shall remain the property of the Employer.
- 31.12 (a) For each occasion that a Casual Employee is called back to duty during the Employee's "on-call duty", in addition to the payment received for being "on-call", the Employee shall be paid for all hours worked during the on-call period or for three (3) hours, whichever is the longer, at their Basic Rate of Pay.
- (b) Overtime rates, pursuant to Article 31.06(c) shall apply for all hours worked in excess of seven and three-quarter (7 <sup>3</sup>/<sub>4</sub>) hours per day.
- (c) Where an Employee works more than six (6) hours on a call-back pursuant to Article 31.12, they shall be entitled to eight (8) hours rest before commencing their next scheduled shift, without loss of regular earnings.

**Effective April 1, 2023, Article 31.12(c) will be amended as follows:**

- (c) (i) Where an Employee works pursuant to this Article and there is not a minimum of eight (8) consecutive hours off duty in the 12 hours preceding the Employee's next scheduled shift, at the Employee's request, the Employee shall be entitled to eight (8) consecutive hours of rest before commencing their next scheduled shift, without loss of earnings.
- (ii) The Employee in the above situation shall advise the Employee's supervisor in advance of the fact that the Employee will not be reporting for duty at the scheduled time.

**Ambulance Duty**

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

In addition to the payment provided for above:

- (a) in the event circumstances permit an immediate return to their place of employment, they shall be paid at their Basic Rate of Pay and/or, if applicable, the overtime rate(s) as stated in Article 31.06, to which they are entitled up to the time:
- (i) the patient is released into the care of the receiving site; or
- (ii) their assigned work period would otherwise have ended; or
- (iii) they have returned to their place of employment;

whichever is the later and they shall be reimbursed for reasonable and substantiated expenses incurred.

- (b) in the event circumstances prevent an immediate return to their place of employment, they shall be entitled to:
  - (i) no loss of regular earnings for time not worked on assigned shifts as a result of the ambulance duty;
  - (ii) be reimbursed for reasonable and substantiated expenses incurred; and
  - (iii) their Basic Rate of Pay and/or if applicable, the overtime rate(s) as stated in Article 31.06, for the time spent on the return trip on the same basis as if they had been working at their place of employment.

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

#### 31.15 **Transportation and Subsistence**

Casual Employees shall be covered by the Transportation and Subsistence provisions of Article 21.

#### **Named Holidays**

- 31.16 (a) A Casual Employee required to work on a Named Holiday shall be paid at:
- (i) one and one-half times (1 ½X) their Basic Rate of Pay for work performed up to seven and three-quarter (7 ¾) hours; and
  - (ii) two and one-half times (2 ½X) their Basic Rate of Pay for overtime worked on that Named Holiday.
- (b) Casual Employees shall be paid in addition to their Basic Rate of Pay five-point **four** percent (5.4%) of their Basic Rate of Pay in lieu of the aforementioned Named Holidays.
- (c) Notwithstanding Article 31.16(a)(i), a Casual Employee required to work on the August Civic Holiday or Christmas Day shall be paid at two times (2X) the Employee's Basic Rate of Pay for work performed up to seven and three-quarter (7 ¾) hours.
- (d) Notwithstanding Article 31.16(a)(ii) a Casual Employee required to work overtime on the August Civic Holiday or Christmas Day shall be paid at three times (3X) the Employee's Basic Rate of Pay.

31.17 **Vacations**

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

31.18 **Dues Deduction**

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

31.19 **Grievance Procedure**

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

31.20 **Appointments and Transfers**

- (a) Subject to the criteria established in Article 11: Appointments and Transfers, of this Collective Agreement, an applicant for regular employment who has experience with the Employer as a Casual Employee within the bargaining unit shall be given preference over external applicants.
- (b) All applicants for a posted transfer and/or vacancy, shall be informed in writing of their acceptance or rejection within five (5) working days of the date of the appointment. The Union shall be advised of the successful candidate.

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

- (a) vacation entitlement; and
- (b) the total accumulation of regular hours worked for the purpose of incremental advancement pursuant to Article 31.07.



31.22 **Temporary Assignments**

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

31.23 **Probationary Period**

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

31.24 **Discipline and Dismissal**

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

31.25 **Deemed Voluntary Termination**

Provided that there are available shifts that have been offered, a Casual Employee who has not worked any hours within a three (3) month period without making prior arrangements that would allow for a period of inactivity, will be deemed to have voluntarily terminated their services with the Employer.

31.26 **Professional Fees**

Casual Employees shall be covered by Article 43 – Professional Fees of this Collective Agreement.

**ARTICLE 32**

**LAYOFF AND RECALL**

32.01 It is the exclusive right of the Employer to:

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

32.02 **Meeting with the Union**

The Employer and the Union recognize the value of meeting prior to a layoff process occurring. The purpose of this meeting is to discuss the process of how the reduction will take place, review the current seniority list, and discuss other relevant factors the parties agree upon.

32.03 **Notice of Reduction**

- (a) When, in the opinion of the Employer, it becomes necessary to:
  - (i) reduce the number of Regular Employees; or
  - (ii) reduce a Regular Employee's regularly scheduled hours of work; or
  - (iii) wholly or partly discontinue an undertaking, activity or service;the Employer will notify affected Employee(s) at least ~~fourteen (14)~~ **thirty (30)** calendar days prior to the date of reduction, except that the ~~fourteen (14)~~ **thirty (30)** calendar days' notice shall not apply where reduction results from an act of God, fire, flood, or a work stoppage by Employees not covered by this Collective Agreement.
- (b) Where the reduction results from an act of God, fire or flood, the ~~fourteen (14)~~ **thirty (30)** days' notice is not required but up to two (2) weeks' pay in lieu thereof based on regularly scheduled hours worked during this period shall be paid to affected Employees.

32.04 For the purposes of Article 32:

- (a) "partial layoff" shall mean a Regular Employee who has, due to the application of Article 32:
  - (i) suffered a reduction in regularly scheduled hours in their current classification; or

- (ii) been placed in a different classification in their current paygrade, either at the same or a lower FTE as their current position; or
  - (iii) been placed in a classification in a lower pay grade, either at the same or a lower FTE as their current position.
- (b) "full layoff" shall mean a Regular Employee who does not hold a regular position due to the application of Article 32.
  - (c) "layoff" shall mean a Regular Employee who is either on partial layoff or on full layoff.
  - (d) "shift pattern" shall mean those patterns described in Article 12A.07(b).

32.05

**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 9.04(a); and
  - (ii) schedule a consultation meeting between the affected Employee, the Employer and the Union, at which time the Employer shall advise the Employee of their ~~retention~~ options according to Articles 32.06, ~~and 32.07, 32.08, and 32.13.~~ **Retention options in Articles 32.06 and 32.07 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.
- (b) The consultation meeting will not be unreasonably delayed as a result of the unavailability of a Union Representative.

32.06

**Vacancies**

Affected Employee(s) shall be presented with the vacancy options listed in Articles 32.06(a) and 32.06(b) below:

- (a) vacant position(s) at their site(s) or, where applicable, within the program. Such vacant position(s) shall be comprised of:
  - (i) the Employee's same classification, shift pattern, and FTE;
  - (ii) the Employee's same classification and FTE;
  - (iii) the Employee's same classification but lower FTE; and
  - (iv) a different classification in the Employee's same or a lower paygrade, either at the same or a lower FTE.

- (b) vacant position(s) within the bargaining unit. Such vacant position(s) shall be comprised of:
  - (i) the Employee's same or lower FTE; and
  - (ii) classifications in the Employee's same or lower paygrade.
- (c) An Employee who declines a vacant position pursuant to Article 32.06 may elect to displace into an occupied position pursuant to Article 32.07 below.

32.07

**Displacement**

An Employee who is not placed in a vacant position pursuant Article 32.06 shall be presented with the displacement options listed in Articles 32.07(a) and (b) below:

- (a) an occupied position at their site(s) or, where applicable, within the program. Such displacement shall affect a less senior Employee in a position comprised of:
  - (i) the Employee's same classification, shift pattern, and FTE;
  - (ii) the Employee's same classification and FTE;
  - (iii) the Employee's same classification but lower FTE; and
  - (iv) a different classification in the Employee's same or a lower paygrade, either at the same or lower FTE.
- (b) an occupied position within the bargaining unit. Such displacement shall affect the least senior Employee in a position within a one hundred (100) kilometre radius of the Employee's site comprised of:
  - (i) the Employee's same or lower FTE; and
  - (ii) classifications in the Employee's same or lower paygrade.
  - (iii) Where multiple Employees are exercising displacement rights under this clause they shall do so in reverse order of seniority.
- (c) An Employee who declines displacement under Article 32.07 shall be laid off and placed on recall.

32.08

**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 re: Decreasing or Increasing Regular Hours of Work; or
- (ii) a Regular Employee's position moving or being moved into a different functional bargaining unit.

2. The Employer will select one (1) of, or a combination of, the following severance options to be offered to eligible Regular Employees, as defined in paragraph 3 of this Letter of Understanding:

### **Option I**

#### **(c) Severance Amounts**

- (i) A Regular Full-time Employee shall be eligible for severance pay in the amount of ~~two (2)~~ **four (4)** weeks regular pay for each full year of continuous employment to a maximum of ~~forty (40)~~ **eighty (80)** weeks' pay.
- (ii) A Regular Part-time Employee shall be eligible for severance pay in the amount of ~~two (2)~~ **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 ~~forty (40)~~ **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.

### **Option II**

~~(a) — A Regular Full time Employee shall be eligible for severance notice of two (2) weeks for each full year of continuous employment to a maximum of forty (40) weeks, during which the Employee shall continue to work.~~

~~(b) — A Regular Part time Employee shall be eligible for severance notice of two (2) weeks for each full period of one thousand eight hundred thirteen and one half~~

~~(1,813 ½) hours of work to a maximum of forty (40) weeks, during which the Employee shall continue to work.~~

~~(c) Regular Employees provided severance notice under this Option will be granted leave of absence with pay for the purpose of attending job interviews provided that advance notice is given to the Employer.~~

3. ~~A Regular Employee who has been laid off in accordance with Article 32.13 and for whom no alternate vacant position is available pursuant to Article 32, shall have the option to select either of:~~

~~(a) layoff with the placement and recall rights as specified in Article 32 of the Collective Agreement; or~~

~~(b) severance as offered by the Employer in accordance with this Letter of Understanding.~~

4. **(d)** A Regular Employee who accepts severance pay as described in Option I above, shall have terminated their employment, with no further rights to recall.

~~5. A Regular Employee who accepts severance notice as described in Option II above shall terminate their employment, with no further rights to recall at the conclusion of the notice period.~~

6. ~~(e)~~ An Employee who has been terminated for just cause or who has resigned or retired shall not be eligible for severance.

7. ~~(f)~~ A Regular Employee who receives notice of layoff shall have fourteen (14) calendar days from the date the notice of layoff is issued to advise the Employer, in writing, that the Employee wishes to take the Severance Option offered by the Employer. Any Employee who does not advise the Employer, in writing of the Employee's decision to accept severance shall be deemed to have selected layoff in accordance with Article 32.13 of this Collective Agreement.

8. ~~(g)~~ Employees who select severance 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 (which for the purpose of clarity means the period of time equal to the number of weeks of severance paid to the Employee).

~~(h)~~ The Employee may be considered for hire by an Employer referred to in 32.08(g) provided they repay the Employer from whom severance was received, the difference, if any, between the time they were unemployed and the length of time for which the severance was paid.

9. ~~(i)~~ Severance pay or notice provided under this Letter of Understanding shall be deemed to be inclusive of any and all legislative requirements for termination notice.

**Note: Re-numbering required**

- 32.08 An Employee who has been presented with retention options under Article 32.05 shall have seventy-two (72) hours from the date of the consultation meeting to advise the Employer of their decision under Articles 32.06 or 32.07.
- 32.09 Where an Employee is placed in a vacancy or displaced into an occupied position pursuant to Articles 32.05 through 32.08, the Employer shall provide a paid orientation period to that Employee, the nature and length of which shall be determined by the Employer.
- 32.10 When an Employee is on approved leave of absence, or workers' compensation benefits, or long-term disability insurance benefits, the notice of reduction and consultation meeting shall be served when the Employee has provided notice of readiness to return to work.
- 32.11 An Employee who is displaced as a result of another Employee exercising their rights under Article 32 shall be entitled to exercise their rights in accordance with Articles 32.05 to 32.08.
- 32.12 The operation of this Article, including revision to shift schedules caused by a reduction under Article 32.03, shall not constitute a violation of the terms of this Collective Agreement.
- 32.13 **Layoff**  
An Employee who elects to:
- (a) exercise their rights under Articles 32.06 and 32.07 shall be considered to be on partial layoff, with recall rights.
  - (b) not exercise their rights under Articles 32.06 and 32.07, shall be considered to be on full layoff, with recall rights.
- 32.14 Other than for the continuation of the seniority held at the time of full layoff, discipline, grievance and arbitration rights, and rights and benefits arising under this Article, an Employee's rights while on full layoff shall be limited to the right of recall under Article 32.
- 32.15 **Employee Benefit Coverage During Layoff**  
~~Employees on full layoff, such that the Regular Employee does not hold a regular or temporary position, may elect to maintain coverage of contributory plans specified in Article 24: Employee Benefit Plans, provided that the Employee makes arrangements prior to their date of layoff to pay the full premium costs for a maximum of twelve (12) months from the date of layoff. In the event the Employee works casual shift(s) the Employee shall remain responsible for the payment of the full premium costs.~~

- (a) **The Employer shall make payment for its share of the full premium of the benefits referred to in Article 24.01 on behalf of the laid off Employee for the duration of the layoff to a maximum of six (6) months premium.**
- (b) **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 24.01.**

32.16

**Recall**

- (a) Where an Employer determines that a regular or temporary vacancy exists, such vacancy shall be posted and filled in accordance with Article 11: Appointments and Transfers. Application for such postings shall be open to all Employees, including those Employees on layoff.
- (b) Where there are no applicants, or no suitable applicants, for a posted vacancy, the most senior Regular Employee on layoff from the site where the vacancy exists shall be offered the position. Such offer shall be contingent on the Employee having the requisite job-related skills, training, knowledge and other relevant attributes to perform the work involved.
- (c) The method of recall shall be by telephone, and if telephone contact with the Employee on layoff is not accomplished, then contact will be made by one of three (3) ways, to be chosen by the Employee at the time the notice of layoff is given:
  - (i) Notification through their Alberta Health Services (AHS) email account. The Employer will provide instruction on how to access their AHS email account throughout the period of layoff from any internet connected device (phone or computer);
  - (ii) Notification at an email address provided by the Employee, with advice that the onus is on the Employee to advise the Employer of any change in that address; or
  - (iii) Notification by mail at a mailing address with advice that the onus is on the Employee to advise the Employer of any change in that address.
- (d) Once recalled, Employees notified will report for work as directed but in any event shall notify the Employer of their intent no later than five (5) days following the date the notification was sent in the manner specified by the Employee.



- 32.17
- (a) Employment shall be deemed terminated when an Employee does not return from layoff when notified to do so, or on the expiry of twenty-four (24) months from the date of layoff, whichever first occurs. Where an Employee on layoff occupies a temporary position, the twenty-four (24) month period shall be suspended during their temporary position and shall recommence upon the termination of the temporary position for the balance of the twenty-four (24) month recall period.
  - (b) An Employee's right to recall under Article 32.16 will expire if the Employee refuses recall to a position with the same classification, FTE, shift pattern, and site as their pre-layoff position, or on the expiry of twenty-four (24) months from the date of layoff, whichever first occurs.

32.18 **Casual Shifts**

- (a) Employees on layoff shall indicate in writing on a regular basis to the Employer their availability to work casual shifts.
- (b) Casual shifts shall be offered to Employees who have the requisite job-related skills, training, **experience, and** knowledge ~~and other relevant attributes~~ to perform the work, in the following order, except where patient care requirements are such that this order is not possible:
  - (i) Regular Employees who have been reduced in regular hours of work through the operation of this Article, in order of seniority; then;
  - (ii) Casual Employees and Regular Part-time Employees who have indicated their willingness to work additional shifts pursuant to Articles 29A.12 and 29B.12.
- (c) Employees on layoff who refuse casual shifts may do so without adversely impacting their recall rights.

**ARTICLE 34**

**BULLETIN BOARD SPACE-UNION COMMUNICATION**

- 34.01 The Employer shall provide bulletin boards to be placed in reasonably accessible locations upon which designated space shall be provided where the Union may be permitted to post notices of meetings and other such notices which may be of interest to Employees. It is not the intention of the Union to post anything objectionable to the Employer.
- 34.02 **The Employer agrees to allow a Union binder on each unit, program, or office where patient/resident/client care is provided. It is not the intention of the Union to post anything objectionable to the Employer.**
- ~~34.02~~ **34.03** Where available, the Employer shall permit a Union Representative to access and utilize the internal electronic mail system. ~~Such use shall be for sending notices of meetings and other such notices from one (1) site to another for purposes of posting on the site bulletin board.~~ The Union shall provide copies of such notices to the Employer for approval prior to placement on the Employer's internal electronic mail system.

## ARTICLE 35

### HEALTH AND SAFETY

*Note: The Union has requested the Hazard Identification, Assessment, and Control (HIACs) for Home Care and reserves the right to make proposals following review.*

35.01 The Parties recognize the need for a safe and healthy workplace. The Employer shall be responsible for providing safe and healthy working conditions. The Employer and Employees will take all reasonable steps to eliminate, reduce or minimize all workplace safety hazards. Occupational health and safety education, training and instruction provided by the Employer, shall be paid at the ~~Basic~~ **applicable** Rate of Pay, to fulfill the requirements for training, instruction or education set out in the *Occupational Health and Safety Act, Regulation or Code*.

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

#### 35.03 Workplace Violence Prevention

- (a) The Employer shall maintain [policies, procedures and resources](#) with the objective of addressing and ensuring a safe and respectful workplace free of violence.
- (b) For all incidents of workplace violence from 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) document the incident, as soon as possible, through the appropriate [Employer reporting process](#).

The Employer shall:

- (i) ensure that the Employee is provided with the necessary time to document the incident in the Employer reporting process;
- (ii) investigate the incident in accordance with the Employer policy; and
- (iii) inform Employees affected by the incident of the investigation's findings including cause(s) and areas for corrective action if required, subject to applicable privacy legislation/obligations; **and**
- (iv) **advise and support the Employee of their right to report the issue to the police.**

35.04

**Working Alone**

- (a) Where an Employee is assigned to work alone, the Employer shall have in place a policy and procedure to support a Working Alone Plan. Employees shall be provided with and required to use the hazard controls specified within the applicable Working Alone Plan.
- (b) **The Employer shall provide a cell phone to Employees who are required to work alone outside an Employer facility and/or who are required to enter the residences of clients.**

35.05

**Joint Workplace Health and Safety Committee**

- (a) The Employer shall establish a [Joint Workplace Health and Safety Committee](#), which shall be composed of representatives of the Employer and representatives of the Union and may include others representing recognized functional bargaining units. The Union shall nominate and assign their representative on the Committee. This Committee shall meet once a month, and in addition shall meet within ten (10) days of receiving a written complaint regarding occupational health or safety. An Employee shall be paid the Employee's ~~Basic~~ **applicable** Rate of Pay for attendance at Committee meetings. A request by either Party to establish a Joint Workplace Health and Safety Committee for a Site shall not be unreasonably denied.
- (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. Training shall be paid at the Employee's Basic Rate of Pay.
- (c) The number of Employer representatives on the Committee shall not exceed the number of representatives from the Union and other Employee groups. These numbers do not include subject matter experts brought in to assist on a particular issue.
- (d) The purpose of the Joint Workplace Health and Safety Committee is to consider such matters as Occupational Health and Safety and the Union may make recommendations to the Employer in that regard.
- (e) The Employer shall have in place harassment and working alone policies which shall be reviewed annually by the Joint Workplace Health and Safety Committee.
- (f) The Joint Workplace Health and Safety Committee shall also consider measures necessary to ensure the security of each Employee on the Employer's premises and the Union may make recommendations to the Employer in that regard.

- (g) Should an issue not be resolved by the Joint Workplace Health and Safety Committee, the issue may be referred, by the Committee as a whole or by either co-chair, to the Senior Program Officer, or their Designate(s) with accountability for Workplace Health and Safety. 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 twenty-one (21) calendar days of the resolution meeting.
- (h) Should an issue not be resolved by the Senior Program Officer, or Designate(s), the issue shall be referred to the Chief Executive Officer (CEO). A resolution meeting between the Union and the CEO, or their Designate(s), shall take place within twenty-one (21) calendar days of the issue being referred to the CEO. The CEO or Designate(s) shall reply in writing to the Union within twenty-one (21) calendar days of the resolution meeting.

- 35.06 The Employer shall not unreasonably deny Committee members access to the workplace to conduct safety inspections. At a minimum, Local OHS Committee members shall participate in hazard assessments in all areas annually and upon request.**
- 35.07 The Employer will ensure adequate stocks of NIOSH-approved N95 respirators or approved equivalent or better (or such other personal protective equipment as the parties mutually agree in writing to). Personal protective equipment must be made available to Employees at short notice in the event there are reasonable indications of the emergence of a pandemic, epidemic, or outbreak of an infectious disease in the area they work.**
- 35.08 If based on the Employee's risk assessment they determine that specific personal protective equipment (PPE) is required for a patient interaction, they shall have immediate access to the appropriate PPE. Such equipment could include fit tested N95 respirators or approved equivalent protection.**
- 35.09 If a pandemic, threat of a pandemic, natural disaster, or any other type of emergency situation is declared, the Employer shall meet with the Union on a regular basis to have collaborative discussions and provide updates on preparation, response, and implementation of OHS controls.**
- 35.10 The Employer shall have security personnel on duty at all times at each Site.**
- 35.11 The Employer shall link AUPE's OHS Form on the Employer's website next to Employee reporting.**

**ARTICLE 36**

**COPIES OF THE COLLECTIVE AGREEMENT**

- 36.01 ~~The Employer shall provide access to an electronic copy of the Collective Agreement to each Employee.~~
- 36.01** 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 format by the Union. The costs shall be shared equally between the parties.
- 36.02** The Employer shall provide a copy of the Collective Agreement to each new Employee upon hiring.
- ~~36.02~~ **36.03** The Employer and the Union shall endeavor to maintain copies of the current Collective Agreement as well as expired Collective Agreements on their respective websites.
- 36.03 ~~The Employer shall provide a paper copy of the Collective Agreement to the Employee upon the Employee's request.~~

**ARTICLE 38**

**EMPLOYEE MANAGEMENT ADVISORY COMMITTEE**

- 38.01 (a) Each Site will establish an Employee Management Advisory Committee (EMAC).
- (b) The function of each EMAC is to examine and make recommendations regarding the concerns of Employees. These may include concerns about Patient, Resident, or Client care, as well as matters related to employment, except to the extent those employment matters are already covered by the Collective Agreement.
- 38.02 (a) Matters for discussion may include, but are not limited to:
- (i) staffing;
  - (ii) environment;
  - (iii) organizational change(s); and
  - (iv) concerns related to regulatory standards of practice.
- (b) Employees intending to raise an issue at an EMAC meeting should first discuss the issue with the most immediate supervisor in an excluded management position who is involved in the issue. Employees may be assisted by a Union Representative for this purpose.
- (c) Article 38.02(a)(iv) is to enable Licensed Practical Nurses and other Employees employed in regulated professions under the *Health Professions Act R.S.A. 2000, c. H-7* to bring forward concerns related to practice issues that may contravene a regulatory standard of practice to which they are bound.
- (d) For the purposes of Article 38.02(c):
- (i) Where an issue is raised over practice issues that may contravene an Employee's professional regulatory standards, under Article 38.02(c), the Employee(s) raising the issue shall first discuss the issue with their immediate supervisor in an excluded management position.
  - (ii) If not resolved under (i) above, the Employee(s) shall document, to their senior department leader or designate how the issues may contravene their standards of practice.
  - (iii) As part of the review of the documentation, the parties identified in (ii) above, may consult jointly with the applicable College regarding the issue.

- (iv) Following the review and any consultation, the senior department leader or designate will communicate their response to the Employee(s), which may then, if still necessary be discussed at the EMAC meeting.

38.03 An Employee shall be paid their ~~Basic~~ **applicable** Rate of Pay for attendance at the EMAC.

38.04 (a) Each Site EMAC shall consist of:

- (i) up to four (4) elected Employees as advised by the Union Representative for the Site; and
- (ii) up to four (4) appointed representatives selected by the Employer; and
- (iii) such ad hoc members invited by either Party as required.

(b) Responsibility for chairing the EMAC meetings will alternate between Employee and Employer representatives.

(c) EMAC meetings will be held at least quarterly and in any event within ten (10) days of receiving a written description of an issue falling within the EMAC's functions.

(d) Meeting agendas will be prepared and circulated to all representatives at least seven (7) days before the scheduled EMAC meeting. Unresolved items from previous meetings will be highlighted and reviewed.

(e) Regularly scheduled EMAC meetings may be cancelled in the event there are no agenda items for discussion.

(f) Meeting minutes will be recorded and approved by both Parties before circulation.

38.05 The Auxiliary Nursing Care Task Force under Letter of Understanding #6 Re: Auxiliary Nursing Care Task Force may consider the functioning of EMACs at the Site level and make recommendations where appropriate. Before a grievance is filed over the failure to form EMACs at a Site level, the issue will be raised and discussed by the Auxiliary Nursing Care Task Force.



**ARTICLE 40A**

**EXTENDED WORK DAY – FULL-TIME EMPLOYEES**

*Note: Consequential Amendments as required.*

*The Union wishes to discuss 40A.04 and reserves the right to make proposals following discussion.*

- 40A.01 (a) Where the Parties to this Collective Agreement agree to implement a system employing an extended work day and resultant compressed work week, they shall evidence such Collective Agreement by signing a document indicating those affected positions where such Collective Agreement applies. The list of affected positions may be amended from time-to-time by agreement of the Parties. Such list shall indicate for each unit whether this list applies to Full-time Employees, Part-time Employees or both.
- (b) Affected positions may be deleted from the list referred to in Article 40A.01(a) by either Party providing the other Party with twelve (12) weeks' notice in writing of such intent or such shorter period as is mutually agreed between the Employer and a local chapter representative of the Union.
- (c) An application under Article 11: Appointments, Transfers and Vacancies, in response to a position with an extended work day constitutes Employee agreement for the purposes of Article 40A.01(a).
- 40A.02 (a) The Employer and the Union acknowledge and confirm that, with the exception of those amendments hereinafter specifically detailed, when the extended work day is implemented in an affected position all other Articles of this Collective Agreement shall remain in full force and effect as between the Parties.
- (b) Where an Employee works a shift schedule that consists of a combination of extended shifts and shifts of seven and three-quarter (7 ¾) hours or less, the provisions of this Article shall apply to all scheduled shifts.

**Hours of Work**

The following provisions replace Articles ~~12A and 12B~~:

- 40A.03 The provisions of Article 40A.03 to 40A.15 apply to Full-time Employees in the facility, community and mental health clinics settings, unless otherwise noted.
- 40A.04 (a) Regular hours of work for Full-time Employees, exclusive of meal periods, shall:
- (i) not exceed eleven and one-quarter (11 ¼) consecutive hours per day;
- (ii) be thirty-eight point seven nine (38.79) hours per week averaged over one (1) complete cycle of the shift schedule; and

(iii) except where overtime is necessitated, maximum on-site hours shall not exceed twelve and one-quarter (12 ¼) hours per day, as determined by the start and finish times of the shift.

(b) Regular hours of work shall be deemed to:

(i) include as scheduled by the Employer, one (1) rest period of fifteen (15) minutes during each full period of three point eight seven (3.87) hours; and

(ii) exclude at least one (1) and a maximum of two (2) thirty (30) or thirty-five (35) minute meal periods as scheduled by the Employer. Two (2) or more meal breaks or rest periods may be combined by agreement between the Employee and the Employer.

40A.05 (a) Notwithstanding that the meal break is to be excluded in the calculation of regular hours of work, if the Employer requires an Employee to be readily available for duty during their meal period, they shall be so advised in advance and be paid for that meal period at their Basic Rate of Pay.

(b) If an Employee is recalled to duty or if the Employer requires an Employee to work during their meal period or rest period they shall be given a full meal period or rest period later in their shift, or, where that is not possible, be paid for the meal period or rest period as follows:

(i) for a rest period, at two times (2X) their Basic Rate of Pay; or

(ii) for a meal period for which the Employee is entitled to be paid in accordance with Article 40A.04(b), at two times (2X) their Basic Rate of Pay; or

(iii) for a meal period for which the Employee is not otherwise entitled to be paid, at two times (2X) their Basic Rate of Pay.

40A.06 **Facility Employees Only**

(a) Subject to Articles 40A.14 and 40A.15, shift schedules shall be posted twelve (12) weeks in advance or such shorter period as is mutually agreed between the Employer and a local chapter representative of the Union (advance notice period).

(b) Prior to posting a new shift schedule (advance notice period), the Employer shall make available to affected Employees the new shift schedule for a minimum of two (2) weeks during which time line selection shall occur in accordance with Article 9.02(a) (line selection period). At the end of the line selection period, the advance notice period as required in Article 40A.06(a) shall begin.

(c) Should an employee be unable or unwilling to select their line within the line selection period, such Employee shall forfeit their right to line selection.

- (d) The Employer shall allow a representative of the Union to reproduce a copy of the posted shift schedule which is inclusive of changes made by mutual agreement in accordance with Article 40A.07.

40A.07 Except in cases of emergency or by mutual agreement between the Employee and the Employer, shift schedules for Regular Employees shall provide for:

- (a) at least two (2) consecutive days of rest per week;
- (b) not be scheduled to work more than four (4) consecutive extended shifts;
- (c) **Facility Employees Only**
  - (i) at least twenty-two and one-half (22 ½) hours off duty at a shift changeover;
  - (ii) except when application of this Article is waived by mutual agreement between the Employee and the Employer, if an Employee is required by the Employer to change shifts without receiving twenty-two and one-half (22 ½) hours off duty, they shall be entitled to premium payment of two times (2X) their Basic Rate of Pay for the first (1<sup>st</sup>) tour of duty on the new shift;
  - (iii) two (2) weekends off duty in each four (4) week period. "Weekend" shall mean a Saturday and the following Sunday. The period of time off must be at least fifty-nine (59) hours;
  - (iv) an Employee will not be required to work split shifts except by mutual agreement between the Employee and the Employer.
- (d) **Community and Mental Health Clinics Employees Only**
  - (i) days off to be scheduled in such a way as to equally distribute weekends off over a shift cycle among Regular Full-time and Regular Part-time Employees who perform the work involved;
  - (ii) Article 40A.07(d)(i) above does not apply to an Employee who is hired into, or by choice is in, a position that is assigned to work weekends on a regular basis;
  - (iii) an Employee may work a split shift where agreed, in writing, between the Employer and Employee. No portion of a split shift shall be less than three (3) hours.

40A.08 Employees shall be aware that, in the course of their regular duties, they may be required to work on various shifts throughout the twenty-four (24) hour period of the day and the seven (7) days of the week. The first (1<sup>st</sup>) shift of the working day shall be the one wherein the majority of hours worked fall between zero hundred (0000) hours and zero eight hundred (0800) hours.

40A.09 **Facility Employees Only**

- (a) A request by an Employee to work nights only shall not be unreasonably denied, provided however that the Employer shall have the right to assign periods of day duty for the purpose of maintaining proficiency totaling not more than one hundred sixteen and one-quarter (116 ¼) regular hours worked in a calendar year. An Employee who has requested to work nights only may alter such request only after:
  - (i) having worked such shift pattern for a minimum of twelve (12) months; and
  - (ii) upon giving written notice to the Employer.
- (b) Upon receiving a request or requests to revert under Article 40A.09(a) the Employer shall provide all other Employees working nights only shift patterns on the schedule notice of the reversion request to determine whether or not they also wish to revert, commencing with the posting of the revised shift schedule in Article 40A.06. Such notice will be provided regardless of how long the other Employees on the schedule have worked in those shift patterns. The Employer:
  - (i) shall post a revised shift schedule to become effective within fourteen (14) weeks of receiving the initial request(s); and
  - (ii) shall not be required to revise the shift schedule more than once in any twelve (12) month period, commencing from the revised shift schedule's implementation date.
- (c) An application under Article 11: Appointments and Transfers, in response to a nights only position constitutes an Employee request for the purposes of Article 40A.09(a).
- (d) Employees who are required to rotate shifts shall be assigned day duty at least one-half (½) of the time during the shift cycle, provided that in the event of an emergency or where unusual circumstances exist, an Employee may be assigned to such shift as may be necessary. For the purpose of applying the foregoing, an Employee will be deemed to have been assigned day duty for those periods of time absent on vacation or on or for a Named Holiday, that would have, except for such absence, been day duty to which the Employee would have been assigned in accordance with the shift schedule. Scheduled days of rest shall not be considered as day duty for the purpose of applying this provision.

- 40A.10
- (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; and
  - (iii) such exchange must not result in additional costs for the Employer when compared to the Employees' pre-exchange schedules.
- (b) Where such a request is made in writing, the Employer's reply shall also be in writing no more than seven (7) days after the request is made.
  - (c) Such exchange shall be recorded on the shift schedule.
  - (d) Such exchange shall not be deemed a violation of the provisions of this Collective Agreement.

40A.11 **Facility Employees Only**

When an Employee reports for work as scheduled, and is directed by the Employer to leave, they shall be compensated for the inconvenience by a payment equivalent to three (3) hours pay at their Basic Rate of Pay.

40A.12 **Community and Mental Health Clinics Employees Only**

An Employee will be paid for regularly scheduled hours of work at their Basic Rate of Pay when a work period is cancelled by the Employer or client with less than twenty-four (24) hours' notice provided that no alternative assignment is available.

40A.13 A Regular Employee shall not be scheduled to work more than two (2) different shifts between scheduled days off except as mutually agreed between the Employer and the Employee.

40A.14 **Facility Employees Only**

Except when application of this Article is waived by mutual agreement between the Employee and the Employer, where an Employee's scheduled days off are changed without fourteen (14) calendar days' notice, the Employee shall be paid at two times (2X) for all hours worked on what should otherwise have been their off duty days.

40A.15 **Facility Employees Only**

Except when application of this Article is waived by mutual agreement between the Employee and the Employer, if, in the course of a posted schedule, the Employer changes an Employee's scheduled shift, but not their scheduled days off, they shall be paid at the rate of two times (2X) their Basic Rate of Pay for all hours worked during the first (1<sup>st</sup>) shift of the changed schedule, unless fourteen (14) calendar days' notice of such change has been given.

40A.16 On the date fixed by proclamation, in accordance with the *Daylight Savings Time Act*, of conversion to Mountain Standard Time, regular hours of work shall be extended to include the resultant additional hour with additional payment due therefor at the applicable overtime rate. On the date fixed by said *Act* for the resumption of Daylight Savings Time, the resultant reduction of one (1) hour in the shift involved shall be effected with the appropriate deduction in regular earnings.

40A.17 (a) Employees may work flexible hours by mutual agreement between the Employee and Employer, whereby at a mutually agreeable time the Employer will provide and that Employee shall take time off:

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

(ii) in place of overtime pay for those hours worked in excess of eleven and one-quarter (11 ¼) hours in a day or one hundred and fifty-seven point five (157.5) hours over a four (4) calendar week period beginning on the first (1<sup>st</sup>) day of the first (1<sup>st</sup>) pay period following ninety (90) days after the ratification date;

in which event Articles 40A.04(a), 40A.06, 40A.07 and 13 shall have no application.

(b) The Employee shall be paid for the time taken off in place of overtime pay at the same rate the Employee would have been paid wages had the Employee worked those hours on a normal working day.

(c) If time off in place of overtime pay is not provided and taken in accordance with the foregoing, the Employee will be paid overtime pay in accordance with Article 13.05.

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

40A.18 **Overtime**

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

13.01 (a) Overtime is all time authorized by the Employer and worked by a Regular Employee in excess of the regularly scheduled daily hours in compliance with Article 40A.04(a) or on scheduled days of rest for Full-time Employees. The Employer will provide on each ward or unit overtime forms which are to be signed by the designated authorizing person and a copy shall be given to the Employee at the time the overtime is worked.

40A.19 **Shift Differential**

- (a) Amend Article 16 to add:

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

40A.20 **Named Holidays**

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

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

- (b) Amend Article 22.03 to read:

22.03 Notwithstanding Article 2.13, an Employee required to work on a Named Holiday shall be paid for all hours worked on a Named Holiday at one and one-half times (1 ½X) their Basic Rate of Pay, excepting where another premium (i.e. overtime) would provide a greater monetary benefit, plus:

- (a) an alternate day or hours off at a mutually agreed time; ~~for which they will be paid seven and three quarter (7 ¾) hours pay at their Basic Rate of Pay; or~~
- (b) by mutual agreement, a day or hours off added to the Employee's next annual vacation.
- (c) failing mutual agreement of the alternate day off to be scheduled within thirty (30) calendar days following the Named Holiday, the Employee will be paid ~~seven and three quarter (7 ¾)~~ **11.25** hours at their Basic Rate of Pay.
- (d) Employees obliged to work on Christmas Day or August Civic Holiday shall be paid for all hours worked on the Named Holiday at two times (2X) the Basic Rate of Pay plus:
  - (i) an alternate day off at a mutually agreed time;
  - (ii) by mutual agreement, a day added to the Employee's next annual vacation; or

- (iii) failing mutual agreement of the alternate day off to be scheduled within thirty (30) calendar days following the Named Holiday, the Employee will be paid ~~seven and three quarter (7  $\frac{3}{4}$ )~~ **11.25** hours at their Basic Rate of Pay.
- (e) Alternate days off pursuant to Articles 22.03 and 22.04 not taken as of the first (1<sup>st</sup>) pay period after March 1<sup>st</sup> every year shall be paid out at the Basic Rate of Pay.

40A.21 **Sick Leave**

- (a) Amend Article 25.02 to read:

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

In the case of:

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

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

- (b) Amend Article 25.06 to read:

25.06 When an Employee has accrued the maximum sick leave credit of nine hundred and thirty (930) 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.



40A.22 **Leave of Absence**

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

27.07 (a) **Bereavement Leave**

- (i) Upon request, an Employee shall be granted reasonable leave of absence in the event of a death of a member of the Employee's immediate family (i.e., spouse, including common-law and/or same-sex relationship, child, step-child, parent, step-parent, brother, step-brother, sister, step-sister, mother-in-law, father-in-law, son-in-law, daughter-in-law, brother-in-law, sister-in-law, niece, nephew, uncle, aunt, grandparent, grandchild, guardian or fiancée).
- (ii) The Employee shall suffer no loss of regular earnings for the first (1<sup>st</sup>) five (5) calendar days, to a maximum of thirty-eight and three-quarter (38  $\frac{3}{4}$ ) paid hours. The Employer may extend bereavement leave by up to two (2) additional days, to a maximum of fifteen and one-half (15  $\frac{1}{2}$ ) paid hours, where travel is required. Bereavement leave may include normal days off and/or vacation but no additional payment is due therefore.
- (iii) An Employee shall not be required to take previously unscheduled vacation leave in lieu of bereavement leave when they are entitled to that bereavement leave.

(b) **Funeral/Memorial Ceremony Leave**

In the event of a death of a close friend or another relative not defined as part of the Employee's immediate family as per 27.07(a)(i), the Employer may grant up to one (1) working day off with pay, to a maximum of seven and three-quarter (7  $\frac{3}{4}$ ) hours paid, to attend the funeral services or memorial ceremony.

- (b) Amend article 27.09 (a) – (e) to read:

**Personal Leave**

- 27.09 (a) Regular Employees shall be entitled to Personal Leave days each year, from April 1<sup>st</sup> through March 31<sup>st</sup>. Employees shall request such days as far in advance as possible. These days are for the purpose of attending to personal matters and family responsibilities, including, but not limited to attending appointments with family members. 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<sup>st</sup> of each year.
- (i) Full-time and Part-time Employees greater than zero point eight zero (0.80) FTE shall be entitled to three (3) days of up to eleven and one-quarter (11 ¼) hours each;
- (ii) Part-time Employees between zero point six zero (0.60) and zero point eight zero (0.80) FTE shall be entitled to two (2) days of up to eleven and one-quarter (11 ¼) hours each;
- (iii) Part-time Employees between zero point thirty-eight (0.38) and zero point fifty-nine (0.59) FTE shall be entitled to one (1) day of up to eleven and one-quarter (11 ¼) hours.
- (c) Personal Leave days are granted per incident as a full day.
- (d) Any Personal Leave days not used by March 31<sup>st</sup> of each year shall not be carried over or paid out on termination of employment.
- (e) New employees hired after January 1<sup>st</sup> of each year shall not receive Personal Leave days until April 1<sup>st</sup> the following year.

**ARTICLE 40B**

**EXTENDED WORK DAY - PART-TIME EMPLOYEES**

*Note: Consequential Amendments as required*

- 40B.01 (a) Where the Parties to this Collective Agreement agree to implement a system employing an extended work day and resultant compressed work week, they shall evidence such Collective Agreement by signing a document indicating those affected positions where such Collective Agreement applies. The list of affected positions may be amended from time-to-time by agreement of the Parties. Such list shall indicate for each unit whether this list applies to Full-time Employees, Part-time Employees or both.
- (b) Affected positions may be deleted from the list referred to in Article 40B.01(a) by either Party providing the other Party with twelve (12) weeks' notice in writing of such intent or such shorter period as is mutually agreed between the Employer and a local chapter representative of the Union.
- (c) An application under Article 11: Appointments, Transfers and Vacancies, in response to a position with an extended work day constitutes Employee agreement for the purposes of Article 40B.01(a).
- 40B.02 (a) The Employer and the Union acknowledge and confirm that, with the exception of those amendments hereinafter specifically detailed, when the extended work day is implemented in an affected position all other Articles of this Collective Agreement shall remain in full force and effect as between the Parties.
- (b) Where an Employee works a shift schedule that consists of a combination of extended shifts and shifts of seven and three-quarter (7  $\frac{3}{4}$ ) hours or less, the provisions of this Article shall apply to all scheduled shifts.
- (c) Except where overtime is necessitated, maximum on-site hours shall not exceed twelve and one-quarter (12  $\frac{1}{4}$ ) hours per day, as determined by the start and finish times of the shift.

**Hours of Work**

The following provisions replace Articles ~~29A, 29B~~ **12** and 29C:

- 40B.03 The provisions of Articles 40B.04 to 40B.17 apply to Part-time Employees in the facility, community and mental health clinics settings, unless otherwise noted.
- 40B.04 (a) Regular hours of work for Part-time Employees, exclusive of meal periods, shall be up to eleven and one-quarter (11  $\frac{1}{4}$ ) hours in any day. The ratio of work days to non-work days shall not exceed 7:7 in a six (6) calendar week period beginning on the first (1<sup>st</sup>) day of the first (1<sup>st</sup>) pay period following ninety (90) days after the ratification date.

- (b) Regular hours of work shall be deemed to:
  - (i) include one (1) rest period of fifteen (15) minutes during each full period of three point eight seven (3.87) hours; and
  - (ii) exclude at least one (1) and a maximum of two (2) thirty (30) or thirty-five (35) minute meal periods as scheduled by the Employer. Two (2) or more meal breaks or rest periods may be combined by agreement between the Employee and the Employer.

- 40B.05
- (a) Notwithstanding that the meal break is to be excluded in the calculation of regular hours of work, if the Employer requires an Employee to be readily available for duty during their meal period, they shall be so advised in advance and be paid for that meal period at their Basic Rate of Pay.
  - (b) If an Employee is recalled to duty or if the Employer requires an Employee to work during their meal period or rest period they shall be given a full meal period or rest period later in their shift, or, where that is not possible, be paid for the meal period or rest period as follows:
    - (i) for a rest period, at two times (2X) their Basic Rate of Pay; or
    - (ii) for a meal period for which the Employee is entitled to be paid in accordance with Article 40B.05(b)(i), at two times (2X) their Basic Rate of Pay; or
    - (iii) for a meal period for which the Employee is not otherwise entitled to be paid, at two times (2X) their Basic Rate of Pay.

40B.06 **Facility Employees Only**

- (a) Subject to Articles 40B.11 and 40B.13, shift schedules shall be posted twelve (12) weeks in advance or such shorter period as is mutually agreed between the Employer and a local chapter representative of the Union (advance notice period).
- (b) Prior to posting a new shift schedule (advance notice period), the Employer shall make available to affected Employees the new shift schedule for a minimum of two (2) weeks during which time line selection shall occur in accordance with Article 9.02(a) (line selection period). At the end of the line selection period, the advance notice period as required in Article 40B.06(a) shall begin.
- (c) Should an Employee be unable or unwilling to select their line within the line selection period, such Employee shall forfeit their right to line selection.
- (d) The Employer shall allow a representative of the Union to reproduce a copy of the posted shift schedule which is inclusive of changes made by mutual agreement in accordance with Article 29A.06(a).

40B.07 Except in cases of emergency or by mutual agreement between a Part-time Employee and the Employer:

- (a) not be scheduled to work more than four (4) consecutive extended shifts;
- (b) **Facility Employees Only**
  - (i) shift schedules shall provide for at least twenty-two and one-half (22 ½) hours off duty at a shift changeover;
  - (ii) except when application of this Article is waived by mutual agreement between the Employee and the Employer, if an Employee is required by the Employer to change shifts without receiving twenty-two and one-half (22 ½) hours off duty, they shall be entitled to premium payment of two times (2X) their Basic Rate of Pay for the first (1<sup>st</sup>) tour of duty on the new shift;
  - (iii) an Employee shall not be scheduled to work on two (2) weekends in each four (4) week period. "Weekend" shall mean a Saturday and the following Sunday. The period of time off must be at least fifty-nine (59) hours;
  - (iv) an Employee will not be required to work split shifts except by mutual agreement between the Employee and the Employer.
- (c) **Community and Mental Health Clinics Employees Only**
  - (i) days off to be scheduled in such a way as to equally distribute weekends off over a shift cycle among Regular Full-time and Regular Part-time Employees who perform the work involved;
  - (ii) Article 40B.07(c)(i) above does not apply to an Employee who is hired into, or by choice is in, a position that is assigned to work weekends on a regular basis;
  - (iii) an Employee may work a split shift where agreed, in writing, between the Employer and Employee. No portion of a split shift shall be less than three (3) hours.

40B.08 Employees shall be aware that, in the course of their regular duties, they may be required to work on various shifts throughout the twenty-four (24) hour period of the day and the seven (7) days of the week. The first (1<sup>st</sup>) shift of the working day shall be the one wherein the majority of hours worked fall between zero hundred (0000) hours and zero eight hundred (0800) hours.

40B.09 **Facility Employees Only**

- (a) A request by an Employee to work nights only shall not be unreasonably denied, provided however that the Employer shall have the right to assign periods of day duty for the purpose of maintaining proficiency totaling not more than one hundred sixteen and one-quarter (116 ¼) regular hours worked in a calendar year. An Employee who has requested to work nights only may alter such request only after:
  - (i) having worked such shift pattern for a minimum of twelve (12) months; and
  - (ii) upon giving written notice to the Employer.
- (b) Upon receiving a request or requests to revert under Article 40B.09(a) the Employer shall provide all other Employees working nights only shift patterns on the schedule notice of the reversion request to determine whether or not they also wish to revert, commencing with the posting of the revised shift schedule in Article 40B.06. Such notice will be provided regardless of how long the other Employees on the schedule have worked in those shift patterns. The Employer:
  - (i) shall post a revised shift schedule to become effective within fourteen (14) weeks of receiving the initial request(s); and
  - (ii) shall not be required to revise the shift schedule more than once in any twelve (12) month period, commencing from the revised shift schedule's implementation date.
- (c) An application under Article 11: Appointment and Transfers, in response to a nights-only position constitutes an Employee request for the purposes of Article 40B.09(a).
- (d) Employees who are required to rotate shifts shall be assigned day duty at least one-half (½) of the time during the shift cycle, provided that in the event of an emergency or where unusual circumstances exist, an Employee may be assigned to such shift as may be necessary. For the purpose of applying the foregoing, an Employee will be deemed to have been assigned day duty for those periods of time absent on vacation or on or for a Named Holiday, that would have, except for such absence, been day duty to which the Employee would have been assigned in accordance with the shift schedule. Scheduled days of rest shall not be considered as day duty for the purpose of applying this provision.

- 40B.10
- (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; and
  - (iii) such exchange must not result in additional costs for the Employer when compared to the Employees' pre-exchange schedules.
- (b) Where such a request is made in writing, the Employer's reply shall also be in writing no more than seven (7) days after the request is made.
  - (c) Such exchange shall be recorded on the shift schedule.
  - (d) Such exchange shall not be deemed a violation of the provisions of this Collective Agreement.

**40B.11 Facility Employees Only**

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

**40B.12 Community and Mental Health Clinics Employees Only**

An Employee will be paid for regularly scheduled hours of work at their Basic Rate of Pay when a work period is cancelled by the Employer or client with less than twenty-four (24) hours' notice provided that no alternative assignment is available.

**40B.13 Facility Employees Only**

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

- (a) A Part-time Employee may work additional shifts.
- (b) Where a Part-time Employee volunteers or agrees when requested to work additional shifts, they shall be paid their basic rate for such hours, or if applicable, at the overtime rate(s) provided in Article 29C.02:
  - (i) for those hours worked in excess of eleven and one-quarter (11 ¼) hours in a day; or
  - (ii) for those hours in excess of eleven and one-quarter (11 ¼) hours in a day when replacing another Employee in an extended work day shift in accordance with Articles 40A.04 or 40B.04; or

- (iii) for one-hundred and fifty-seven point five (157.5) hours over a four (4) calendar week period beginning on the first (1<sup>st</sup>) day of the first (1<sup>st</sup>) pay period following ninety (90) days after the ratification date.
- (c) Where the Employer requires a Part-time Employee to work without them having volunteered or agreed to do so, they shall be paid the applicable overtime rate provided in Article 29C.02.
- (d) At the time additional work is being offered, the Employee shall be responsible for advising the Employer that the Employee will be in an overtime situation if they accept the additional work. The Employer is not obligated to call in Part-time Employees for additional work if such additional work would result in the Employer having to incur overtime costs.
- (e) Opportunities for additional hours of work shall be distributed equitably among the Regular Part-time Employees and the Casual Employees who have requested additional hours of work.

**40B.15 Community and Mental Health Clinics Employees Only**

- (a) Every reasonable effort will be made to schedule Regular Employees to their regular FTE.
- (b) In order to accomplish Article 40B.15(a), every reasonable effort will be made to distribute additional work at the site on the basis of seniority.
- (c) Notwithstanding Article 40B.15(b), where there are unusual circumstances that require unique skills, consideration for patient care requirements, consideration for program efficiency and effectiveness, or where Employees are not available, the Employer may utilize the most appropriate Employee.
- (d) Additional hours includes work of a temporary or project nature.

40B.16 Subject to Article 40B.15, opportunities for additional hours of work shall be distributed equitably among the Regular Part-time Employees and the Casual Employees who have requested additional hours of work.

40B.17 On the date fixed by proclamation, in accordance with the *Daylight Savings Time Act*, of conversion to Mountain Standard Time, regular hours of work shall be extended to include the resultant additional hour with additional payment due therefor at the applicable overtime rate. On the date fixed by said *Act* for the resumption of Daylight Savings Time, the resultant reduction of one (1) hour in the shift involved shall be effected with the appropriate deduction in regular earnings.

40B.18 (a) Regular Part-time Employees may work flexible hours by mutual agreement between the Employee and Employer, whereby at a mutually agreeable time the Employer will provide and the Employee shall take time off:



- (i) for those hours worked during the normal rest period; and
- (ii) in place of overtime pay for those hours worked in excess of eleven and one-quarter (11 ¼) hours in a day or in excess of one-hundred and fifty-seven point five (157.5) hours over a four (4) calendar week period beginning on the first (1<sup>st</sup>) day of the first (1<sup>st</sup>) pay period following ninety (90) days after the ratification date;

in which event Articles 40B.04(a), 40B.06, 40B.07 and Article 13 shall have no application.

- (b) The Employee shall be paid for the time taken off in place of overtime pay at the same rate the Employee would have been paid wages had the Employee worked those hours on a normal working day.
- (c) If time off in place of overtime pay is not provided and taken in accordance with the foregoing, the Employee will be paid overtime pay in accordance with Article 13.02: Overtime.

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

**40B.19 Overtime**

- (a) Amend Article 29C.02(a) to read:

29C.02(a) The overtime rate of two times (2X) shall be paid for work authorized by the Employer and performed by the Employee in excess of the regularly scheduled daily hours or of one-hundred and fifty-seven point five (157.5) hours over a four (4) calendar week period beginning on the first (1<sup>st</sup>) day of the first (1<sup>st</sup>) pay period following ninety (90) days after the ratification date, as applicable. The Employer shall provide on each ward or unit overtime forms which are to be signed by the designated authorized person and a copy shall be given to the Employee at the time the overtime is worked.

**40B.20 Shift Differential**

- (a) Amend Article 16 to add:

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

40B.21 **Leaves of Absence**

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

27.07 (a) **Bereavement Leave**

- (i) Upon request, an Employee shall be granted reasonable leave of absence in the event of a death of a member of the Employee's immediate family (i.e., spouse, including common-law and/or same-sex relationship, child, step-child, parent, step-parent, brother, step-brother, sister, step-sister, mother-in-law, father-in-law, son-in-law, daughter-in-law, brother-in-law, sister-in-law, niece, nephew, uncle, aunt, grandparent, grandchild, guardian or fiancée.
- (ii) The Employee shall suffer no loss of regular earnings for the first (1<sup>st</sup>) five (5) calendar days, to a maximum of thirty-eight and three-quarter (38  $\frac{3}{4}$ ) paid hours. The Employer may extend bereavement leave by up to two (2) additional days, to a maximum of fifteen and one-half (15  $\frac{1}{2}$ ) paid hours, where travel is required. Bereavement leave may include normal days off and/or vacation but no additional payment is due therefore.
- (iii) An Employee shall not be required to take previously unscheduled vacation leave in lieu of bereavement leave when they are entitled to that bereavement leave.

(b) **Funeral/Memorial Ceremony Leave**

In the event of a death of a close friend or another relative not defined as part of the Employee's immediate family as per 27.07(a)(i), the Employer may grant up to one (1) working day off with pay, to a maximum of seven and three-quarter (7  $\frac{3}{4}$ ) hours paid, to attend the funeral services or memorial ceremony.

- (b) Amend Article 27.09(a) – (e) to read:

**Personal Leave**

- 27.09 (a) Regular Employees shall be entitled to Personal Leave days each year, from April 1<sup>st</sup> through March 31<sup>st</sup>. Employees shall request such days as far in advance as possible. These days are for the purpose of attending to personal matters and family responsibilities, including, but not limited to attending appointments with family members. 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<sup>st</sup> of each year.
- (i) Full-time and Part-time Employees greater than zero point eight zero (0.80) FTE shall be entitled to three (3) days of up to eleven and one-quarter (11 ¼) hours each;
- (ii) Part-time Employees between zero point six zero (0.60) and zero point eight zero (0.80) FTE shall be entitled to two (2) days of up to eleven and one-quarter (11 ¼) hours each;
- (iii) Part-time Employees between zero point thirty-eight (0.38) and zero point fifty-nine (0.59) FTE shall be entitled to one (1) day of up to eleven and one-quarter (11 ¼) hours.
- (c) Personal Leave days are granted per incident as a full day.
- (d) Any Personal Leave days not used by March 31<sup>st</sup> of each year shall not be carried over or paid out on termination of employment.
- (e) New Employees hired after January 1<sup>st</sup> of each year shall not receive Personal Leave days until April 1<sup>st</sup> the following year.

40B.22

**Named Holidays**

- (a) Amend Article 29C.03 to read:

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

- (a) One and one-half times (1 ½X) their Basic Rate of Pay for work performed up to the regularly scheduled daily hours, as specified in Article 40B.04;
- (b) Two and one-half times (2 ½X) their Basic Rate of Pay for work performed in excess of the regularly scheduled daily hours, as specified in Article 40B.04.
- (c) Employees obliged to work on Christmas Day or August Civic Holiday shall be paid for all hours worked on the Named Holiday at two times (2X) the Basic Rate of Pay;
- (d) Three times (3X) the Employee's applicable Basic Rate of Pay for overtime hours worked on the August Civic Holiday or Christmas Day.

40B.23 **Sick Leave**

- (a) Amend Article 29C.10 to read:

29C.10 Part-time Employees shall accumulate sick leave benefits on the basis of eleven point six two five (11.625) hours per month, pro-rated on the basis of the hours worked by the Part-time Employee, in relation to the regularly scheduled hours worked for Full-time Employees, such Employees shall not be entitled to apply sick leave credits for additional shifts pursuant to Article 40B.14.

In the case of:

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

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

(b) Amend Article 29C.14 to read:

29C.14 When an Employee has accrued the maximum sick leave credit of nine hundred and thirty (930) hours, they shall no longer accrue sick leave credits until such time as their total accumulation is reduced below the maximum. At that time, the Employee shall recommence accumulating sick leave credits.

**ARTICLE 40C**

**EXTENDED WORK DAY - CASUAL EMPLOYEES**

*Note: Consequential Amendments as required*

40C.01      A Casual Employee may be called or required for an extended work day shift in accordance with Articles 40A.04 and 40B.04. In such case, work in excess of seven and three-quarter (7 <sup>3</sup>/<sub>4</sub>) hours shall be regarded as overtime except where the Casual Employee replaces another Employee in an extended work day position.

**ARTICLE 41**

**RESIGNATION**

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

**ARTICLE 43**

**PROFESSIONAL FEES**

- 43.01
- (a) The Employer will reimburse **all** Employees (who at the beginning of their next registration year have active registration in their Professional College) ~~two hundred and fifty dollars (\$250.00)~~ for their **Professional College** dues if they have accumulated seven hundred and twenty (720) or more regular hours actually worked in the previous fiscal year.
  - ~~(b) Regular hours actually worked in clause (a) includes:~~
    - ~~(i) leaves of absence for Union or Local business;~~
    - ~~(ii) other leaves of absence of one (1) month or less;~~
    - ~~(iii) time on sick leave with pay;~~
    - ~~(iv) absences while receiving Worker's Compensation; and~~
    - ~~(v) educational leave up to twenty four (24) months.~~
  - (c) Professional College dues means dues paid for those who, at the beginning of the next registration year, have active registration with either:
    - (i) The College of Licensed Practical Nurses of Alberta;
    - (ii) Any alternative Professional College acceptable to the Employer.
  - (d) **The Employer shall reimburse the full cost of the professional liability insurance that meets the requirements of the Colleges referenced in 43.01(c) for all Employees.**



**ARTICLE 44**

**CRITICAL INCIDENT MANAGEMENT**

- 44.01** A critical incident is defined as an event or a series of events that has a stressful impact sufficient to overwhelm the usually effective coping skills of either an individual or a group.
- 44.02**
- (a)** Following a critical incident, an Employee may request to be provided with down time during the shift without loss of pay following the completion of the critical incident. The Employee's request shall not be unreasonably denied.
  - (b)** If an Employee requests mental health services including peer support, and specialized EFAP services such as trauma support, the Employee's request shall not be unreasonably denied.
- 44.03** For each psychological injury claim the Employer shall complete the appropriate WCB documentation if the critical incident results in an absence from the workplace beyond the day of the incident or necessitates health care intervention.
- 44.04** A request for the Employer, in collaboration with the Union, to conduct a psychological health and safety assessment (e.g., Guarding Minds at Work) for a specific work area/unit/program shall not be unreasonably denied. Non-identifying assessment/survey results shall be shared with the Union for review and feedback.

## MAIN SALARY SCHEDULE

Amend the main salary schedule as follows:

### 1. Scope of Practice and Market Adjustments

**April 1, 2024:** 20% adjustment to reflect and recognize the increased scope of practice and current market conditions for for Licensed Practical Nurse, Licensed Practical Nurse – Renal Dialysis, Operating Room Technician, Orthopaedic Technician, Personal Support Coordinator, LPN Connect Care Credentialed Trainer.

**April 1, 2024:** 15% adjustment to reflect and recognize the increased scope of practice and current market conditions for Health Care Aide, Mental Health Aide, Psychiatric Aide, Mental Health Therapy Assistant, Drop-In Centre Supervisor, Community Health Representative Worker, Mental Health Support Worker, Physiotherapy Assistant, Rehabilitation Attendant, Rehabilitation Care Worker, Recreation Aide, Client Care Assistant.

**April 1, 2024:** Amend Operating Room Technician salary grid to match the Orthopaedic Technician salary grid. (Note: this is to be done prior to the 20% Market Adjustment).

### 2. General Wage Increases

**April 1, 2024:** 25% plus Cost-of-Living Adjustment as below

**April 1, 2025:** 10% plus Cost-of-Living Adjustment as below

#### Cost of Living Adjustment

##### Definitions

“General Wage Increase” or “GWI” means the overall general wage increase expressed as a percentage.

“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.

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.

For reference purposes only, the AAAB CPI over twelve months from September 1, 2022 to August 31, 2023 was 4.5%.

### 3. Long Service Pay Adjustment (compounded)

**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%

**4. Add 'LPN Connect Care Credentialed Trainer' classification as per the Letter of Understanding signed by the Parties on October 5, 2023.**

**Rehabilitation Attendant  
 Rehabilitation Care Worker**

	<b>Step 1</b>	<b>Step 2</b>	<b>Step 3</b>	<b>Step 4</b>	<b>Step 5</b>	<b>Step 6</b>	<b>Step 7</b>	<b>Step 8</b>
April 1, 2020	\$19.92	\$20.96	\$21.64	\$22.29	\$23.02	\$23.53	\$24.21	
Educational Allowance	\$19.92	\$20.96	\$21.64	\$22.29	\$23.02	\$23.53	\$24.21	\$24.95
October 1, 2021	\$20.12	\$21.17	\$21.86	\$22.51	\$23.25	\$23.77	\$24.45	
Educational Allowance	\$20.12	\$21.17	\$21.86	\$22.51	\$23.25	\$23.77	\$24.45	\$25.20
September 1, 2022	\$20.37	\$21.43	\$22.13	\$22.79	\$23.54	\$24.07	\$24.76	
Educational Allowance	\$20.37	\$21.43	\$22.13	\$22.79	\$23.54	\$24.07	\$24.76	\$25.52
April 1, 2023	\$20.78	\$21.86	\$22.57	\$23.25	\$24.01	\$24.55	\$25.26	
Educational Allowance	\$20.78	\$21.86	\$22.57	\$23.25	\$24.01	\$24.55	\$25.26	\$26.03
2% LSPA Rate	\$21.20	\$22.30	\$23.02	\$23.72	\$24.49	\$25.04	\$25.77	\$26.55

**Health Care Aide – Non-Certified**

	<b>Step 1</b>
April 1, 2020	\$19.92
October 1, 2021	\$20.12
September 1, 2022	\$20.37
April 1, 2023	\$20.78
2% LSPA Rate	\$21.20

**Health Care Aide – Certified**

	<b>Step 1</b>	<b>Step 2</b>	<b>Step 3</b>	<b>Step 4</b>	<b>Step 5</b>	<b>Step 6</b>	<b>Step 7</b>	<b>Step 8</b>
April 1, 2020	n/a	\$20.96	\$21.64	\$22.29	\$23.02	\$23.53	\$24.21	\$24.95
October 1, 2021	n/a	\$21.17	\$21.86	\$22.51	\$23.25	\$23.77	\$24.45	\$25.20
September 1, 2022	n/a	\$21.43	\$22.13	\$22.79	\$23.54	\$24.07	\$24.76	\$25.52
April 1, 2023	n/a	\$21.86	\$22.57	\$23.25	\$24.01	\$24.55	\$25.26	\$26.03
2% LSPA Rate	n/a	\$22.30	\$23.02	\$23.72	\$24.49	\$25.04	\$25.77	\$26.55

**Mental Health Aide  
 Psychiatric Aide  
 Recreation Aide**

	<b>Step 1</b>	<b>Step 2</b>	<b>Step 3</b>	<b>Step 4</b>	<b>Step 5</b>
April 1, 2020	\$21.74	\$22.67	\$23.56	\$24.47	\$25.34
October 1, 2021	\$21.96	\$22.90	\$23.80	\$24.71	\$25.59
September 1, 2022	\$22.23	\$23.19	\$24.10	\$25.02	\$25.91
April 1, 2023	\$22.67	\$23.65	\$24.58	\$25.52	\$26.43
2% LSPA Rate	\$23.12	\$24.12	\$25.07	\$26.03	\$26.96

**Client Care Assistant**

	<b>Step 1</b>	<b>Step 2</b>	<b>Step 3</b>	<b>Step 4</b>	<b>Step 5</b>
April 1, 2020	\$22.75	\$23.55	\$24.41	\$25.30	\$26.26

October 1, 2021	\$22.98	\$23.79	\$24.65	\$25.55	\$26.52
September 1, 2022	\$23.27	\$24.09	\$24.96	\$25.87	\$26.85
April 1, 2023	\$23.74	\$24.57	\$25.46	\$26.39	\$27.39
2% LSPA Rate	\$24.21	\$25.06	\$25.97	\$26.92	\$27.94

**Mental Health Therapy Assistant**

	<b>Step 1</b>	<b>Step 2</b>	<b>Step 3</b>	<b>Step 4</b>	<b>Step 5</b>
April 1, 2020	\$23.23	\$24.16	\$25.16	\$26.11	\$27.06
October 1, 2021	\$23.46	\$24.40	\$25.41	\$26.37	\$27.33
September 1, 2022	\$23.75	\$24.71	\$25.73	\$26.70	\$27.67
April 1, 2023	\$24.23	\$25.20	\$26.24	\$27.23	\$28.22
2% LSPA Rate	\$24.71	\$25.70	\$26.76	\$27.77	\$28.78

**Drop-In Centre Supervisor**

	<b>Step 1</b>	<b>Step 2</b>	<b>Step 3</b>	<b>Step 4</b>	<b>Step 5</b>
April 1, 2020	\$24.32	\$25.32	\$26.33	\$27.33	\$28.30
October 1, 2021	\$24.56	\$25.57	\$26.59	\$27.60	\$28.58
September 1, 2022	\$24.87	\$25.89	\$26.92	\$27.95	\$28.94
April 1, 2023	\$25.37	\$26.41	\$27.46	\$28.51	\$29.52
2% LSPA Rate	\$25.88	\$26.94	\$28.01	\$29.08	\$30.11

**Community Health Representative Worker**

**Mental Health Support Worker**

**Physiotherapy Assistant**

	<b>Step 1</b>	<b>Step 2</b>	<b>Step 3</b>	<b>Step 4</b>	<b>Step 5</b>	<b>Step 6</b>
April 1, 2020	\$23.57	\$24.59	\$25.56	\$26.59	\$27.57	\$28.54
October 1, 2021	\$23.81	\$24.84	\$25.82	\$26.86	\$27.85	\$28.83
September 1, 2022	\$24.11	\$25.15	\$26.14	\$27.20	\$28.20	\$29.19
April 1, 2023	\$24.59	\$25.65	\$26.66	\$27.74	\$28.76	\$29.77
2% LSPA Rate	\$25.08	\$26.16	\$27.19	\$28.29	\$29.34	\$30.37

**Licensed Practical Nurse**

	<b>Step 1</b>	<b>Step 2</b>	<b>Step 3</b>	<b>Step 4</b>	<b>Step 5</b>	<b>Step 6</b>	<b>Step 7</b>	<b>Step 8</b>
April 1, 2020	\$26.45	\$27.60	\$28.70	\$29.82	\$30.94	\$32.01	\$33.30	\$34.63
October 1, 2021	\$26.71	\$27.88	\$28.99	\$30.12	\$31.25	\$32.33	\$33.63	\$34.98
September 1, 2022	\$27.04	\$28.23	\$29.35	\$30.50	\$31.64	\$32.73	\$34.05	\$35.42
April 1, 2023	\$27.58	\$28.79	\$29.94	\$31.11	\$32.27	\$33.38	\$34.73	\$36.13
2% LSPA Rate	\$28.13	\$29.37	\$30.54	\$31.73	\$32.92	\$34.05	\$35.42	\$36.85

**Licensed Practical Nurse – Renal Dialysis**

	<b>Step 1</b>	<b>Step 2</b>	<b>Step 3</b>	<b>Step 4</b>	<b>Step 5</b>	<b>Step 6</b>	<b>Step 7</b>	<b>Step 8</b>
April 1, 2020	\$26.73	\$27.87	\$28.98	\$30.10	\$31.27	\$32.33	\$33.64	\$34.97
October 1, 2021	\$27.00	\$28.15	\$29.27	\$30.40	\$31.58	\$32.65	\$33.98	\$35.32
September 1, 2022	\$27.34	\$28.50	\$29.64	\$30.78	\$31.97	\$33.06	\$34.40	\$35.76
April 1, 2023	\$27.89	\$29.07	\$30.23	\$31.40	\$32.61	\$33.72	\$35.09	\$36.48
2% LSPA Rate	\$28.45	\$29.65	\$30.83	\$32.03	\$33.26	\$34.39	\$35.79	\$37.21

**Operating Room Technician**

	<b>Step 1</b>	<b>Step 2</b>	<b>Step 3</b>	<b>Step 4</b>	<b>Step 5</b>	<b>Step 6</b>	<b>Step 7</b>	<b>Step 8</b>
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April 1, 2020	\$27.73	\$28.92	\$30.08	\$31.25	\$32.53	\$33.57	\$34.94	\$36.34
October 1, 2021	\$28.01	\$29.21	\$30.38	\$31.56	\$32.86	\$33.91	\$35.29	\$36.70
September 1, 2022	\$28.36	\$29.58	\$30.76	\$31.95	\$33.27	\$34.33	\$35.73	\$37.16
April 1, 2023	\$28.93	\$30.17	\$31.38	\$32.59	\$33.94	\$35.02	\$36.44	\$37.90
2% LSPA Rate	\$29.51	\$30.77	\$32.01	\$33.24	\$34.62	\$35.72	\$37.17	\$38.66

**Orthopaedic Technician**

	<b>Step 1</b>	<b>Step 2</b>	<b>Step 3</b>	<b>Step 4</b>	<b>Step 5</b>	<b>Step 6</b>	<b>Step 7</b>	<b>Step 8</b>	<b>Step 9</b>
April 1, 2020	\$34.23	\$35.45	\$36.72	\$38.02	\$39.36	\$40.77	\$42.23	\$43.56	\$45.08
October 1, 2021	\$34.57	\$35.80	\$37.09	\$38.40	\$39.75	\$41.18	\$42.65	\$44.00	\$45.53
September 1, 2022	\$35.00	\$36.25	\$37.55	\$38.88	\$40.25	\$41.69	\$43.18	\$44.55	\$46.10
April 1, 2023	\$35.70	\$36.98	\$38.30	\$39.66	\$41.06	\$42.52	\$44.04	\$45.44	\$47.02
2% LSPA Rate	\$36.41	\$37.72	\$39.07	\$40.45	\$41.88	\$43.37	\$44.92	\$46.35	\$47.96

**ADDENDUM A: LOCAL CONDITIONS**

**North Zone**

**Former Aspen Regional Health; Peace Country Health and Northern Lights Health Region**

**Personal Support Coordinator**

	<b>Step 1</b>	<b>Step 2</b>	<b>Step 3</b>	<b>Step 4</b>	<b>Step 5</b>	<b>Step 6</b>	<b>Step 7</b>	<b>Step 8</b>
April 1, 2020	\$26.45	\$27.60	\$28.70	\$29.82	\$30.94	\$32.01	\$33.30	\$34.63
October 1, 2021	\$26.71	\$27.88	\$28.99	\$30.12	\$31.25	\$32.33	\$33.63	\$34.98
September 1, 2022	\$27.04	\$28.23	\$29.35	\$30.50	\$31.64	\$32.73	\$34.05	\$35.42
April 1, 2023	\$27.58	\$28.79	\$29.94	\$31.11	\$32.27	\$33.38	\$34.73	\$36.13
2% LSPA Rate	\$28.13	\$29.37	\$30.54	\$31.73	\$32.92	\$34.05	\$35.42	\$36.85

**LETTER OF UNDERSTANDING #1**

**BETWEEN**

**ALBERTA HEALTH SERVICES  
ALLEN GRAY CONTINUING CARE CENTRE  
LAMONT HEALTH CARE CENTRE**

**- and -**

**ALBERTA UNION OF PROVINCIAL EMPLOYEES**

**RE: CONSIDERING OPTIONAL SCHEDULING SYSTEMS**

The Parties wish to establish a protocol for considering the possible implementation, for any suitable units, sites or programs, of ~~one of the~~ optional scheduling systems ~~provided for in Articles 12A.05(b) and 29A.06(b).~~

The Union shall present to [the local manager] a proposal to implement ~~one (1) of the~~ an optional scheduling systems. Before doing so ~~it~~ **the Union** shall ensure:

- (a) There would be widespread Employee support within the applicable unit, site, or program, for the implementation of the optional schedule. **Widespread shall mean:**
  - (i) **For units, sites, or programs which are less than five (5) people, fifty percent plus one person (50% + 1) support the optional schedule.**
  - (ii) **For units, sites, or programs which are more than five (5) people, eighty percent (80%) support the optional schedule.**
- (b) ~~It~~ **The Union** has prepared proposals for implementing such an optional schedule that, as far as is known and feasible, will meet the Employer's operational requirements.

Within ~~forty five (45)~~ **thirty (30) calendar** days of the presentation of such a proposal, the Union and designated representatives from the Employer shall meet to discuss the feasibility and acceptability of the proposed schedule given the interests of the Employees affected and the Employer's operational requirements. Where possible they will seek to arrive at a schedule that would be mutually acceptable.

The Parties, having discussed whether and in what way the schedule might be implemented shall then indicate their willingness to provide the mutual consent provided for in Articles 12A.05(~~b~~) and ~~26A.06(b)-(d)~~. **If mutual agreement is withheld by either party, rationale must be provided in writing.**

The Parties will discuss in their Auxiliary Nursing Care Task Force, the possibility of providing additional guidelines for carrying out this Letter of Understanding.

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

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On behalf of the Employer

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Date

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On behalf of the Union

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Date

**LETTER OF UNDERSTANDING #2**

**BETWEEN**

**ALBERTA HEALTH SERVICES  
ALLEN GRAY CONTINUING CARE CENTRE  
LAMONT HEALTH CARE CENTRE**

**- 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 for the bargaining unit as a whole;

**Note:** This process is not to be used in the Duty to Accommodate (DTA) process.

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 this Letter of Understanding.
  - (b) Where mutual agreement is reached in accordance with paragraph 1(a) above:
    - (i) regular hours of work for that classification within the bargaining unit **and within the shift schedule where the FTE originates** shall not be reduced.
    - (ii) **If the number of hours vacated as a result of granting a request to decrease hours equals or exceeds 0.4 FTE, they shall be posted as a vacancy.**



- (iii) **If the number of hours vacated is less than 0.4 FTE, the additional Shifts may be offered to Regular Part-time Employees working on the unit, in order of seniority, (for Employees without a unit, the selection to occur within the program and site) or may be posted as a vacancy.**

**Regular Employees cannot decrease their FTE to less than a .4 FTE pursuant to 1(a), unless otherwise agreed between the Employer and the Local.**

- (ii) amendments to FTEs will be limited to the work area from which the original request was received.
  - (iii) such changes shall be confirmed in writing to the Employee, and a copy shall be provided to the Union.
2. Mutual agreement to amend FTEs shall not be considered a violation of the posting provisions of Article 11: Appointments and Transfers, or the provisions of Article 32: Layoff and Recall.
  3. Where mutual agreement is not reached to amend FTEs, the strict provisions of this Collective Agreement shall apply.
  4. ~~This Letter of Understanding shall expire the day before the expiry date of this Collective Agreement. If this Letter of Understanding expires and is not renewed any changes to an Employee's FTE which have resulted from the application of this Letter of Understanding shall remain in effect subject to the terms of this Collective Agreement.~~

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

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

\_\_\_\_\_  
Date

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

\_\_\_\_\_  
Date

*-Note: This LOU is deleted pending our proposal in Article 32 being accepted.*

**~~LETTER OF UNDERSTANDING #4~~**

**~~BETWEEN~~**

**~~ALBERTA HEALTH SERVICES  
ALLEN GRAY CONTINUING CARE CENTRE  
LAMONT HEALTH CARE CENTRE~~**

**~~-and-~~**

**~~ALBERTA UNION OF PROVINCIAL EMPLOYEES~~**

**~~RE: SEVERANCE~~**

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

**~~Option I~~**

- ~~(a) A Regular Full time Employee shall be eligible for severance pay in the amount of two (2) weeks regular pay for each full year of continuous employment to a maximum of forty (40) weeks' pay.~~
- ~~(b) A Regular Part time Employee shall be eligible for severance pay in the amount of two (2) weeks regular pay for each full period of one thousand eight hundred thirteen and one half (1,813 ½) hours worked at the Basic Rate of Pay to a maximum of forty (40) weeks' pay.~~
- ~~(c) Regular pay shall be defined as regularly scheduled hours of work as at the date on which notice of layoff is issued (which for the purpose of clarity means regularly scheduled hours of work exclusive of overtime hours, call back hours and additional hours for Part time Employees) X Basic Rate of Pay (which for the purpose of clarity means Basic Rate of Pay exclusive of overtime payments and~~

~~premium payments).~~

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

### **Option II**

~~(a) — A Regular Full time Employee shall be eligible for severance notice of two (2) weeks for each full year of continuous employment to a maximum of forty (40) weeks, during which the Employee shall continue to work.~~

~~(b) — A Regular Part time Employee shall be eligible for severance notice of two (2) weeks for each full period of one thousand eight hundred thirteen and one half (1,813 ½) hours of work to a maximum of forty (40) weeks, during which the Employee shall continue to work.~~

~~(c) — Regular Employees provided severance notice under this Option will be granted leave of absence with pay for the purpose of attending job interviews provided that advance notice is given to the Employer.~~

~~3. — A Regular Employee who has been laid off in accordance with Article 32.13 and for whom no alternate vacant position is available pursuant to Article 32, shall have the option to select either of:~~

~~(a) — layoff with the placement and recall rights as specified in Article 32 of the Collective Agreement; or~~

~~(b) — severance as offered by the Employer in accordance with this Letter of Understanding.~~

~~4. — A Regular Employee who accepts severance pay as described in Option I above, shall have terminated their employment, with no further rights to recall.~~

~~5. — A Regular Employee who accepts severance notice as described in Option II above shall terminate their employment, with no further rights to recall at the conclusion of the notice period.~~

~~6. — An Employee who has been terminated for just cause or who has resigned or retired shall not be eligible for severance.~~

~~7. — A Regular Employee who receives notice of layoff shall have fourteen (14) calendar days from the date the notice of layoff is issued to advise the Employer, in writing, that the Employee wishes to take the Severance Option offered by the Employer. Any Employee who does not advise the Employer, in writing of the Employee's decision to accept severance shall be deemed to have selected layoff in accordance with Article 32 of this Collective Agreement.~~

~~8. — (a) — Employees who select severance 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 (which for the purpose of clarity means the period of time equal to the number of weeks of severance paid to the Employee).~~

~~(b) — The Employee may be considered for hire by an Employer referred to in paragraph 8(a) provided they repay the Employer from whom severance was received, the difference, if any, between the time they were unemployed and the length of time for which the severance was paid.~~

~~9. — Severance pay or notice provided under this Letter of Understanding shall be deemed to be inclusive of any and all legislative requirements for termination notice.~~

~~10. — This Letter of Understanding shall remain in force and effect in accordance with Article 1.~~

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

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

**LETTER OF UNDERSTANDING #5**

**BETWEEN**

**ALBERTA HEALTH SERVICES  
ALLEN GRAY CONTINUING CARE CENTRE  
LAMONT HEALTH CARE CENTRE**

**- and -**

**ALBERTA UNION OF PROVINCIAL EMPLOYEES**

**RE: HOURLY ALLOWANCE FOR MENTAL HEALTH AIDES  
AND PSYCHIATRIC AIDES**

The Parties agree that:

1. The Employer will recognize the following education relevant to the Mental Health Aide or Psychiatric Aide classifications recognized by *bona fide* post-secondary educational institutions, and deemed acceptable by the Employer, by paying the hourly allowance listed below:

<u>Allowances for Education</u>	<u>Hourly Allowance</u>
Personal Support Aide Certificate	\$0.45 <b>\$2.00</b>
Mental Health Aide Certificate	\$0.45 <b>\$2.00</b>

2. Allowances referred to in this Letter of Understanding are ~~not~~ cumulative and an Employee shall be paid only for the highest qualification obtained.
3. Mental Health Aides and Psychiatric Aides eligible for the hourly allowance shall not be eligible for the education allowance pursuant to Letter of Understanding #8 re: Administration of Educational Allowance.

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

\_\_\_\_\_  
Date

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

\_\_\_\_\_  
Date

**LETTER OF UNDERSTANDING #6**

**BETWEEN**

**ALBERTA HEALTH SERVICES**

**- and -**

**ALBERTA UNION OF PROVINCIAL EMPLOYEES**

**RE: AUXILIARY NURSING CARE TASK FORCE**

**Preamble**

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

There are a number of issues outstanding 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.

**Task Force Established**

The Parties agree to establish, collaborate with, and support a thirteen (13) person Auxiliary Nursing Care Task Force.

The Parties agree that the role of the Task Force is not collective bargaining, nor is a substitute for collective bargaining. The Task Force is not a forum for personal issues or grievances, nor a substitute for arbitration. Rather, it is a forum for the exploration and resolution of ongoing issues of policy and practice within the Employer's auxiliary nursing care workforce and the Union's bargaining unit.

The mandate of the Task Force is to enquire into, seek consensus about, and make recommendations to the Parties concerning the issues listed below and such other matters as the Task Force agrees to examine from time to time.

**Task Force Membership**

The Task Force shall consist of:

- six (6) members appointed by the Alberta Union of Provincial Employees, one of whom shall be a member of the current bargaining committee as selected by the current bargaining committee;
- six (6) members appointed by Alberta Health Services; and
- ~~an independent third party Chair.~~

The Parties will each appoint their members within thirty (30) calendar days from the date of ratification of the Collective Agreement.

In appointing members to the Task Force, the Parties in each case shall avoid significant overlap with the Parties' bargaining committees, recognizing that the bargaining committees will continue to function in respect to future collective bargaining, while the Task Force's mandate involves a distinct and collaborative process. This does not preclude the appointment of appropriate subject matter experts or labour relations support staff, or the use of such persons as advisors to the Task Force.

~~The Parties will meet and seek to agree upon a Chair. The Chair will be selected from persons with experience in the issues involved in the health care labour relations environment who are viewed as neutral between the parties and skilled in facilitation processes.~~

Any member may be replaced by their appointing Party at any time on written notice to the Chair and the other Party.

~~In the event the Chair becomes unwilling or unable to act, or if either Party, after giving sixty (60) days' notice to the other of its wish to replace the Chair, the Chair's position will be filled forthwith, using the same process as for the initial appointment.~~

**Should the parties mutually agree that it would be beneficial to the goals of the Task Force to have a third-party external Chair, the parties will meet and seek to agree upon a Chair.**

### **Task Force Responsibilities**

The Task Force shall, with the assistance of the Chair:

- Establish a schedule of meetings to carry out its work, ensuring that meetings are held regularly as necessary in carrying out the Task Force's responsibilities.
- Establish and maintain a work plan to address the Task Force's responsibility for the issues listed below, and such other issues as the 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 Task force will adhere to that protocol. The Parties agree to abide by the protocol adopted by the Task Force in the interests of avoiding mixed messages during the Task Force's proceedings.

The Task Force will commence its activities as soon as the appointments are complete.

In undertaking its work, the Task Force shall, as soon as practicable:

- Consult with those Parties the Task Force believes to be potentially affected by the issues in question in such manner as it considers appropriate.
- Assess the data available to assist in the process and assess or commission such additional information and data as may be necessary.
- Issue consultation documents that frame the issues and solicit views as to appropriate solutions.

The Task Force will consider:

- The effectiveness of Employee-Management Advisory Committees (EMACs) at the site level.
- Issues raised regarding the Health Care Aide classification, certification process, and enrolment on the HCA Directory.
- Pension participation rates for Part-time Employees for whom participation is voluntary.
- The utilization of flexible spending accounts.
- Labour-management partnering on employee wellness initiatives.
- Steps that might be taken to improve the efficiency (in terms of times, resolutions and resources) of the grievance and arbitration system.
- Issues arising from layoff and recall processes.
- Issues arising from hours of work and scheduling.
- Documentation of learned lessons from the pandemic.
- Evaluation of the new Optional Consequential Internal Vacancy Process.
- Reviewing scope of practice changes to regulated classifications.

### **Expected Outcomes**

Each four (4) months in any event, and also upon completion of its consideration of any specific issue, the Task Force will report to the Parties on what it has done and what it is working on, along with such recommendations as it chooses to make from time-to-time.

If the Task Force recommends that an issue under consideration is appropriately addressed through formal discussion between the Parties to the Collective Agreement, the Parties agree to meet within sixty (60) days of considering the Task Force's report, to engage in good-faith discussion to determine the appropriate disposition of the recommendations. The Parties will determine whether and how to implement any such recommendations during the term of the agreement, including but not limited to policy modifications or consensual mid-term changes to Collective Agreement language.

All Task Force deliberations are without prejudice to the Parties' positions in future collective bargaining and in respect to any present or future arbitration under the Collective Agreement.

### **Cost**

The Parties agree to pay the expenses of their own members on the Task Force, and to share equally the costs and expenses of the Chair. Each Party may pay for and contribute in-kind support to the Task Force by way of administrative support.

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

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On behalf of the Employer

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Date

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On behalf of the Union

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Date



*Note: This LOU is deleted pending our proposal in Article 24 being accepted.*

~~LETTER OF UNDERSTANDING #7~~

~~BETWEEN~~

~~ALBERTA HEALTH SERVICES  
ALLEN GRAY CONTINUING CARE CENTRE  
LAMONT HEALTH CARE CENTRE~~

~~-and-~~

~~ALBERTA UNION OF PROVINCIAL EMPLOYEES~~

~~RE: FLEXIBLE SPENDING ACCOUNT~~

~~1. Eligibility~~

- ~~(a) A Flexible Spending Account (FSA) shall be implemented for all Employees eligible for benefits in accordance with Article 24.02(a) and 24.02(b).~~
- ~~(b) A Regular Employee who is employed in more than one (1) position with the Employer will receive one (1) FSA based upon the combined total of their full time equivalencies (FTEs).~~

~~2. Calculation~~

~~The FSA will be calculated as follows:~~

- ~~(a) One thousand one hundred dollars (\$1,100.00) to be allocated to each eligible Full-time Employee and pro-rated for each eligible Part-time Employee based on their FTE as of the pay period immediately prior to December 1<sup>st</sup> (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 24.01(b)(v) and 24.01(b)(vi) of the Collective Agreement.~~
- ~~(d) — Contribution to a Registered Retirement Savings Plan (RRSP) or a Tax Free Savings Account (TFSA) 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) — Reimbursement for alternative transportation including bus passes and bus tickets.~~
- ~~(h) — Reimbursement for ergonomic back support, ergonomic wrist support and ergonomic foot rests.~~
- ~~(i) — Reimbursement for personal computing and mobile digital devices:
  - ~~Computers and related hardware~~
  - ~~Computer repairs and maintenance~~
  - ~~Electronic storage devices~~
  - ~~Internet services and internet devices~~
  - ~~Data storage devices (iPods, etc.)~~
  - ~~Printers and print cartridges~~
  - ~~Computer upgrades — ram or software for phone or computer~~
  - ~~Software~~
  - ~~Smart phones (including holders or cases)~~
  - ~~Smart phone repairs and maintenance~~
  - ~~Smart phone service plans~~
  - ~~Smart phone peripherals (chargers, cables, etc.)~~
  - ~~Smart phone applications~~~~

#### ~~4. — Allocation~~

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

receipt.

5. ~~Implementation~~

~~(a) — Where the Employer is the administrator of the account, it shall determine the terms and conditions governing the FSA. A copy of these terms and conditions shall be provided to the Union.~~

~~(b) — Where the Employer chooses to contract with an insurer for the administration of the FSA, the administration of the Account shall be subject to and governed by the terms and conditions of the applicable contract. A copy of this contract shall be provided to the Union.~~

~~(c) — The FSA shall be implemented and administered in accordance with the *Income Tax Act* and applicable Regulations in effect at the time of implementation and during the course of operation of the FSA.~~

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

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On behalf of the Employer

Date

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On behalf of the Union

Date

*Note: This LOU is deleted pending our proposal to move it into in Article 14 being accepted.*

**~~LETTER OF UNDERSTANDING #8~~**

**~~BETWEEN~~**

**~~ALBERTA HEALTH SERVICES  
ALLEN GRAY CONTINUING CARE CENTRE  
LAMONT HEALTH CARE CENTRE~~**

**~~-and-~~**

**~~ALBERTA UNION OF PROVINCIAL EMPLOYEES~~**

**~~RE: ADMINISTRATION OF EDUCATIONAL ALLOWANCE~~**

The Parties agree as follows:

1. ~~This Letter of Understanding shall apply to Employees in the following classifications:~~

- ~~● Rehabilitation Attendant~~
- ~~● Rehabilitation Care Worker~~

2. ~~For the purpose of determining an Employee's access to an educational allowance pay step, the Employer shall recognize the following courses or certificates, or equivalencies, as determined by the Employer, from *bona fide* post secondary institutions, supported by proof submitted by the Employee:~~

- ~~(a) Personal Care Attendant (PCA);~~
- ~~(b) Personal Support Aide (PSA); and~~
- ~~(c) Graduate Practical Nursing (GPN).~~

3. ~~If a new Employee is hired into one (1) of the classifications outlined in paragraph 1 above, on or after the date of ratification, and the new Employee has successfully completed one (1) or more recognized courses or certificates as outlined in paragraph 2 above, upon provision of proof of qualifications to the Employer, such course work shall be recognized as one (1) yearly unit of previous experience, pursuant to Article 14.09.~~

4. (a) ~~An Employee who, during the term of this Collective Agreement, successfully completes one (1) or more recognized courses or certificates as outlined in paragraph 2 above, shall be moved one (1) increment. Such increment shall be paid from the date the Employee provides proof of qualifications to the Employer.~~

(b) ~~For Regular Full time Employees, the date as determined by paragraph 4(a) above shall become the Employee's anniversary date for increment purposes.~~

(c) ~~Part time and Casual Employees shall be entitled to a further increment following~~

~~the completion of one thousand eight hundred thirteen and one half (1,813 ½) hours worked from the date determined by paragraph 4(a) above.~~

~~5. An Employee shall be eligible for a maximum of one (1) increment increase in the application of this Letter of Understanding.~~

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

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

*Note: The Union would like to discuss this LOU and reserves the right to make proposals following discussion.*

**LETTER OF UNDERSTANDING #9**

**BETWEEN**

**ALBERTA HEALTH SERVICES  
LAMONT HEALTH CARE CENTRE**

**- and -**

**ALBERTA UNION OF PROVINCIAL EMPLOYEES**

**RE: HEALTH CARE AIDE CLASSIFICATION**

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

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

**Health Care Aide – Non-Certified – Hired before October 1, 2018**

	<b>Step 1</b>	<b>Step 2</b>	<b>Step 3</b>	<b>Step 4</b>	<b>Step 5</b>	<b>Step 6</b>	<b>Step 7</b>
April 1, 2020	\$19.92	\$20.96	\$21.64	\$22.29	\$23.02	\$23.53	\$24.21
October 1, 2021	\$20.12	\$21.17	\$21.86	\$22.51	\$23.25	\$23.77	\$24.45
September 1, 2022	\$20.37	\$21.43	\$22.13	\$22.79	\$23.54	\$24.07	\$24.76
April 1, 2023	\$20.78	\$21.86	\$22.57	\$23.25	\$24.01	\$24.55	\$25.26
2% LSPA Rate	\$21.20	\$22.30	\$23.02	\$23.72	\$24.49	\$25.04	\$25.77

**Health Care Aide – Non-Certified – Hired as of October 1, 2018**

	<b>Step 1</b>
April 1, 2020	\$19.92
October 1, 2021	\$20.12
September 1, 2022	\$20.37
April 1, 2023	\$20.78
2% LSPA Rate	\$21.20

**Health Care Aide – Certified**

	<b>Step 1</b>	<b>Step 2</b>	<b>Step 3</b>	<b>Step 4</b>	<b>Step 5</b>	<b>Step 6</b>	<b>Step 7</b>	<b>Step 8</b>
April 1, 2020	n/a	\$20.96	\$21.64	\$22.29	\$23.02	\$23.53	\$24.21	\$24.95
October 1, 2021	n/a	\$21.17	\$21.86	\$22.51	\$23.25	\$23.77	\$24.45	\$25.20
September 1, 2022	n/a	\$21.43	\$22.13	\$22.79	\$23.54	\$24.07	\$24.76	\$25.52
April 1, 2023	n/a	\$21.86	\$22.57	\$23.25	\$24.01	\$24.55	\$25.26	\$26.03
2% LSPA Rate	n/a	\$22.30	\$23.02	\$23.72	\$24.49	\$25.04	\$25.77	\$26.55

2. For the purposes of determining an Employee's access to the HCA (Certified) pay grid, the Employer shall recognize the following:
  - (a) Completion of an HCA certificate program through a Government of Alberta

licensed post-secondary institution using the provincial HCA curriculum supported by proof submitted by the Employee; or

- (b) Completion of an educational program deemed substantially equivalent (as per the recognized HCA programs approved schools list, as updated or added to from time-to-time) as compared to the provincial HCA curriculum, supported by proof submitted by the Employee.
3. New Employees hired after the date the classification is implemented, who are not certified nor deemed competent as per paragraph 2 above, shall be hired at Step 1 of the “Non-Certified” pay grade and shall remain at Step 1 until such time as the Employee completes the HCA certificate through a Government of Alberta licensed post-secondary institution using the provincial HCA curriculum. Such Employees are required to successfully complete the HCA certificate program within twelve (12) months of their date of hire.
  4.
    - (a) An Employee who is placed on the non-certified pay grade and during the term of this Collective Agreement successfully obtains the HCA certificate shall be moved to the “Certified” pay grade and advanced one (1) increment. Such increment shall be paid from the date the Employee provides proof of qualification.
    - (b) For Regular Full-time Employees, the date as determined by paragraph 4(a) above shall become the Employee’s anniversary date for increment purposes.
    - (c) Part-time and Casual Employees shall be entitled to a further increment following the completion of one thousand eight hundred thirteen and one-half (1,813 ½) hours worked from the date determined by paragraph 4(a) above.
  5. An Employee shall be eligible for a maximum of one (1) increment increase in the application of this Letter of Understanding.
  6. HCAs who have previously received an Education Allowance through the application of Letter of Understanding #8 re: Administration of Educational Allowance shall not be eligible for any additional increases as a result of the application of this Letter of Understanding.
  7. This Letter of Understanding shall remain in force and effect in accordance with Article 1.

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On behalf of the Employer

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Date

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On behalf of the Union

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Date

*Note: The Union would like to discuss this LOU and reserves the right to make proposals following discussion.*

**LETTER OF UNDERSTANDING #10**

**BETWEEN**

**ALBERTA HEALTH SERVICES**

**- and -**

**ALBERTA UNION OF PROVINCIAL EMPLOYEES**

**RE: IMPLEMENTATION OF THE HEALTH CARE AIDE CLASSIFICATION**

The Parties agree as follows:

1. The Parties shall determine an implementation date [October 1, 2018] for the Health Care Aide (HCA) classification.
2. As of the implementation date, the following classifications shall be retitled and shall thereafter be called HCA:
  - Assisted Living Aide
  - Home Health Aide
  - Home Support Aide
  - Home Support Worker
  - Nursing Attendant
  - Residential Care Aide
  - Residential Support Worker
3. Current Employees in the above classifications who are assigned to the education allowance pay grid as of the day before the implementation date shall be assigned to the “Certified” pay grid for the HCA classification on a step-for-step basis.
4. Current Employees in the above classifications who are not assigned to the education allowance pay grid as of the day before the implementation date shall move to the “Non-Certified” pay grid for the HCA classification on a step-for step-basis.
5. Current Employees at the time of this agreement, who become subject to assessment as a HCA under the Employer’s HCA Competency Development program, and who initially fail to meet the required standards shall:
  - (a) make all reasonable efforts to meet the required standards and shall be provided with reasonable opportunities for skills upgrading and further evaluation;
  - (b) thereafter, if they remain unable to meet the required standards, and following discussion with the Union, they shall where practicable, be provided with adjusted duties within the Employee’s capacity or be assigned to a reasonable alternative



position so that they may continue their employment; or

- (c) in the case of Employees with more than five (5) years in the position and five (5) years or less time needed to achieve their full pension eligibility date, they shall be maintained in their existing position with modified duties or provided with a reasonable alternative and financially equivalent position, given the Employee's circumstances.
6. Paragraph 5 is in addition to any other rights the Employee may have under the Collective Agreement and is without prejudice to the Employer's right to implement changes to the person's employment for non-culpable reasons other than their inability to meet the competency profile.
  7. This Letter of Understanding shall remain in force and effect in accordance with Article 1.

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

\_\_\_\_\_  
Date

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

\_\_\_\_\_  
Date

**LETTER OF UNDERSTANDING #12**  
**BETWEEN**  
**ALBERTA HEALTH SERVICES and COVENANT HEALTH**  
**- and -**  
**ALBERTA UNION OF PROVINCIAL EMPLOYEES**  
**RE: TRANSFER AND SEVERANCE OFFERING**

The Parties agree that:

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

**Transfers**

2. For the purpose of this Letter of Understanding, the term "program" includes services or a part of a program or service.
  - (a) When a program is transferred from one (1) Employer (Sending Employer) to the other Employer (Receiving Employer), Employees directly affected by the transfer shall be entitled to transfer to available positions created at the Receiving Employer as a result of the transfer, provided Employees have the ability to perform the work at the Receiving Employer.
  - (b) If there are insufficient positions available, in total, between vacancies at the Sending Employer and the positions at the Receiving Employer, a severance offering shall be made to Employees directly affected by the transfer between Employers, ~~available up to a maximum of the difference between the total full-time equivalencies (FTEs) available, and the total FTEs being reduced.~~ The severance offering shall be in accordance with Point 3 below.
  - (c) When a program is transferred from one (1) Employer to the other, ~~and there will be layoffs following a severance offering as a result of the transfer,~~ **necessary** layoffs shall occur at the Sending Employer.
  - (d) When a program is transferred from one (1) Employer to the other, the Sending Employer ~~Sending Employer~~ shall first seek Employees from the program who wish to transfer voluntarily to available positions at the Receiving Employer, provided they have the ability to perform the work. An Employee shall have the right to ~~request not to~~ **refuse the** transfer, ~~by providing the Sending Employer with the reasons for not wanting to transfer. Such request shall not be unreasonably denied, but where the granting of the request would jeopardize the viability of the program, the request may be denied, and the Sending Employer may require Employees to transfer to available positions at the other Employer, to the extent necessary to ensure the viability of the program, beginning with the least senior~~

~~Employees affected by the transfer, subject to their ability to perform the work. In the event of denial of a request not to transfer, the Employee shall have the right to submit a dispute in accordance with the procedure in Article 37: Grievance Procedure.~~

- ~~(e) In circumstances where the Sending Employer has no other viable option, or where mutually agreed by the Sending Employer and the Union, the Employee shall be required to undergo the transfer until the dispute is decided.~~
- (f) Employees who transfer with a program pursuant to paragraph 2(d) above are transferring to positions which would not have been available to Employees on recall.
- (g) When a transfer of a program occurs, the Sending Employer shall advise affected Employees and the Union at least twenty-one (21) days in advance of the transfer. Within five (5) days of receipt of notice, Employees shall advise the Sending Employer whether or not they wish to transfer, ~~subject to paragraph 2(d) above.~~
- (h) Employees who transfer with a program shall not be required to re-serve probation periods or waiting periods for benefit plans, and shall transfer their accrued seniority and pension entitlements, and their unused vacation and illness leave. Such Employees' seniority and other transferred entitlements shall be converted to entitlements at the Receiving Employer, and shall accumulate after the transfer in accordance with Collective Agreement provisions at the Receiving Employer.
- (i) ~~Subject to the application of paragraph 2(d) above,~~ Employees who elect not to transfer and those not able to move or remain with their program, will be provided with the appropriate notice and access to the appropriate layoff or displacement provisions in their respective Collective Agreement. All transferring positions will be included as available vacancies to the respective layoff/recall process.
- (j) When there is more than one (1) Sending Site, the principle of proportionality shall apply to filling of positions at the Receiving Employer. Positions shall be offered first to eligible Employees of the transferring program in proportion to the number of FTE positions directly affected by the transfer.

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

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

## Severance

3. (a) The timing and extent of application periods for the severance ~~offering option~~ upon transfers between sites shall be determined by the Sending Employer. The program, ~~when offered by the Sending Employer,~~ shall be open to all eligible Regular Part-time and Full-time Employees employed and working in a regular position as of the date of the ~~program offering~~ **notification**, and directly affected by the program transfer between Employers.
- (b) ~~An approved severance~~ **Severance** shall be calculated as follows:
- (i) the equivalent of ~~two (2)~~ **four (4)** weeks regular salary for each full year of continuous service to a maximum payment of ~~forty (40)-eighty (80)~~ weeks;
  - (ii) regular salary = (regularly scheduled hours of work as at date of application for the program) X (Basic Rate of Pay);
  - (iii) for the purposes of the program, continuous service will be calculated from the last date of hire recognized with the Sending Employer.
- (c) ~~The Sending Employer shall have the right to accept or reject any application for severance based on operational requirements. Subject to operational requirements, and the application of paragraph 2(d) above, if there are more Employees wishing to take severance than there are positions to be eliminated, severance will be granted in order of seniority. Severance will not be approved if termination of the Employee does not directly result in the permanent elimination of the Regular Employee's FTE, or a comparable FTE. The Sending Employer reserves the right to determine the date of termination and, once approved, the~~ **The** decision to take severance and terminate employment is irrevocable.
- (d) ~~Employees on full layoff shall not be eligible to apply for severance. The Sending Employer will only consider a severance application from an Employee on sick leave, WCB or LTD where the Employee has provided medical evidence to the Sending Employer that they are fit to return to work.~~
- (e) Regular Employees ~~whose applications for~~ **who accept** severance ~~are approved~~ will terminate their employment and have no right of recall under the applicable Collective Agreement or this Letter of Understanding. Employees ~~whose applications for~~ **who accept** severance ~~are approved~~ will not be eligible for rehire by the Sending Employer, the Receiving Employer, or any Employer funded directly or indirectly by the Sending or Receiving Employer, for the period of severance. Employees may be considered for hire by any of the Employers noted above, provided they repay the Sending Employer the difference, if any, between the time they were unemployed and the length of time for which the severance was paid.

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On behalf of Alberta Health Services

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Date

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On behalf of Covenant Health

Date

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On behalf of the Union

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Date

*Note: The Union would like to discuss this LOU and reserves the right to make proposals following discussion.*

*Consequential amendments as required.*

**LETTER OF UNDERSTANDING #13**

**BETWEEN**

**ALBERTA HEALTH SERVICES**

**- and -**

**ALBERTA UNION OF PROVINCIAL EMPLOYEES**

**RE: RECRUITMENT AND RETENTION INITIATIVES**  
**(Supernumerary Positions)**

WHEREAS the Parties acknowledges that recruitment initiative will have a positive impact on the work environment of current and prospective Employees and will ultimately improve the quality of patient/resident/client care; and

WHEREAS the Parties support the implementation of a process/program that will serve as a transition from Licensed Practical Nurse Student to Graduate Licensed Practical Nurse Employee, the Parties agree to the following:

1. The Employer may create up to one hundred (100) temporary full-time and/or part-time of zero point seven (0.7) FTE or greater supernumerary positions (except for Redwater Health Centre) for which the Employer has determined there is a current or projected need for additional staff. These supernumerary Licensed Practical Nurses positions will be for a period of one (1) year.
2. These positions shall be supernumerary, and as such will not be part of the staff count. There will not be a reduction in the number of auxiliary nursing hours worked as a result of the creation of these positions.
3. The Parties agree that these positions are created for the purpose of providing employment and learning opportunities for Graduate Licensed Practical Nurses.
4. Competition for supernumerary positions will be restricted to Graduate Licensed Practical Nurses and will be posted on the Alberta Health Services Employment Opportunities website and Site job posting boards as per Article 11.
5. Successful applicants for these positions will be covered by all of the provisions of the Collective Agreement except as outlined below:
  - (a) Successful applicants shall be required to make application for vacant regular positions of point five zero (.50) FTE or greater within one (1) year of their initial appointment [two thousand twenty two and three-quarter (2,022  $\frac{3}{4}$ ) regular hours

worked]. All vacancies shall be filled in accordance with Article 11 of the Collective Agreement.

- (b) Successful applicants for the supernumerary positions who do not achieve a regular ~~positions~~ **position** within one (1) year of their initial appointment [two thousand twenty two and three-quarter (2,022 <sup>3</sup>/<sub>4</sub>) regular hours worked], will be transferred to casual status and covered by the terms and conditions of employment applicable to Casual Employees (Article 31).
  - (c) The Employer shall provide a listing no more than once per month at the request of AUPE to the Union Local Executive of Employees who are hired and employed under the terms of this Letter of Understanding. Such list shall be provided within fourteen (14) days of the request and shall include the name, FTE, classification, date of hire and wage rate of each Employee.
6. The Employer will ensure that the employing Unit is informed that the supernumerary positions are not to be used to replace current Employees for opportunities of additional work including overtime.

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On behalf of the Employer

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Date

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On behalf of the Union

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Date

*Note: The Union would like to discuss this LOU and reserves the right to make proposals following discussion.*

**LETTER OF UNDERSTANDING #14**

**BETWEEN**

**ALBERTA HEALTH SERVICES**

**- and -**

**ALBERTA UNION OF PROVINCIAL EMPLOYEES**

**RE: MONTHLY ALLOWANCE FOR PERSONAL SUPPORT COORDINATORS**

The Parties agree as follows:

1. ~~This Letter of Understanding applies at Beaverlodge Public Health Centre, Fairview Health Complex, Grande Cache Community Health Complex, Grande Prairie Virene Building, Grimshaw/Berwyn Community Health Complex, High Prairie Health Complex, Manning Community Health Centre, Sacred Heart Health Centre, Peace River Community Health Centre, Spirit River Public Health Centre, Valleyview Public Health Centre, Smithfield Lodge in Westlock and Vanderwell Lodge in Slave Lake.~~
2. Employees employed as Personal Support Coordinators with the Employer assume additional responsibilities.
3. In recognition of these additional responsibilities, a Personal Support Coordinators shall be paid a sum of two hundred dollars (\$200.00) per month in addition to their regular salary. This additional sum shall not form part of the Employee's Basic Rate of Pay.
4. This additional sum shall not be paid for any month on which the Employee is:
  - (a) on a leave of absence without pay which is in excess of thirty (30) calendar days; or
  - (b) an absence while in receipt of disability insurance or Workers' Compensation benefits which is in excess of thirty (30) calendar days.
5. The additional sum shall form part of an Employee's basic monthly income for the purpose of calculating an Employee's pensionable income and insurable income for workers' compensation benefits and long-term disability benefits.
6. A Personal Support Coordinator is not eligible for, and shall not receive, the premium provided under Article 18.02 in Article 18: Temporary Assignments.

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On behalf of the Employer

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Date



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On behalf of the Union

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Date

*Note: The Union would like to discuss this LOU and reserves the right to make proposals following discussion.*

*Consequential amendments as required.*

**LETTER OF UNDERSTANDING #15**

**BETWEEN**

**ALBERTA HEALTH SERVICES**

**- and -**

**ALBERTA UNION OF PROVINCIAL EMPLOYEES**

**RE: RESPONSIBILITY PAY FOR RURAL COMMUNITY – CALGARY**

WHEREAS, on the coming into force of this Collective Agreement certain rural community health programs in the vicinity of Calgary utilized the following provisions with respect to compensating additional responsibilities;

AND WHEREAS, the Parties agree to maintain such provisions where they currently are utilized instead of the provisions of Article 18.02;

1. An Employee who is assigned additional responsibilities which contribute to the administration of program(s) and which comprise at least twenty-five percent (25%) of the Employee's workload and regularly includes the supervision of and/or coordination of other Employees, shall be paid one dollar and twenty-five cents (\$1.25) per hour in addition to Employee's Basic Rate of Pay.
2. An Employee who is assigned additional responsibilities which contribute to the administration of program(s) and which comprise less than twenty-five percent (25%) of the Employee's workload and includes the supervision of and/or coordination of other Employees, shall be paid one dollar and twenty-five cents (\$1.25) per hour in addition to Employee's Basic Rate of Pay for each hour that the additional responsibilities are assumed.
3. The Employer reserves the exclusive right to determine the need for and to assign these responsibilities.
4. This allowance does not apply in circumstances where:
  - (i) the Employee is currently in a position in which their job description indicates responsibilities for contributing to the administration of program(s), the supervision of and/or coordination of other Employees; or

- (ii) the Employee is already in receipt of an allowance under a local condition for responsibilities related to contributing to the administration of program(s), the supervision of and/or coordination of other Employees.

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

\_\_\_\_\_  
Date

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

\_\_\_\_\_  
Date

*Note: The Union would like to discuss this LOU and reserves the right to make proposals following discussion.*

**LETTER OF UNDERSTANDING #17**

**BETWEEN**

**ALBERTA HEALTH SERVICES**

**- and -**

**ALBERTA UNION OF PROVINCIAL EMPLOYEES**

**RE: EXTENDED WORK DAY PROVISIONS**

WHEREAS the Parties have agreed to defer discussions on outstanding matters related to Articles 40A, 40B and 40C to the Auxiliary Nursing Care Task Force or any other agreed upon appropriate process.

The Parties hereby agree that where current practice deviates from the Extended Work Day Provisions of the Collective Agreement, such practice will remain in effect and shall not be considered a violation of the Collective Agreement until such time as either Party provides fourteen (14) weeks (or a lesser period agreed to by the Parties) notice of their intent to strictly apply the provisions of the Collective Agreement.

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

\_\_\_\_\_  
Date

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

\_\_\_\_\_  
Date

**LETTER OF UNDERSTANDING #18**

**BETWEEN**

**ALBERTA HEALTH SERVICES**

**- and -**

**ALBERTA UNION OF PROVINCIAL EMPLOYEES**

**RE: WORKLOAD APPEAL PROCESS**

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

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

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

**Level 1**

Where an Employee or group of Employees have workload concerns ~~that are ongoing, systematic and long term in nature~~, the Employee(s) may request, in writing, that their Manager conduct a formal workload evaluation. ~~In this written submission, the Employee(s) must include an explanation of the factors they believe are leading to workload concerns, based on the understood components of workload (support, equipment and/or time to complete assigned work).~~ Employees are ~~also~~ encouraged to include their proposed solutions to the workload concerns in the written submission. The Manager (or designate) shall meet with the Employee within ~~fourteen (14)~~ **seven (7)** calendar days of receiving the request in order to discuss and resolve the specifics of the concern(s). The manager shall respond in writing within ~~twenty one (21)~~ **seven (7)** calendar days of the meeting.

**Level 2**

If the Manager and the Employee or group of Employees are unable to resolve the concern at Stage 1, the Employee(s) may, within seven (7) calendar days of the response at Level 1, request the Department Director (or designate) undertake a further review of their workload concerns. The Department Director (or designate) shall meet with the Employee within ~~fourteen (14)~~ **seven (7)**

calendar days and shall reply in writing within ~~twenty-one (21)~~ **seven (7)** calendar days of the meeting.

**Level 3**

If the Employee or group of Employees is not satisfied with the outcome at Level 2, within seven (7) calendar days of the response at Level 2, the Employee may request the Senior Operating/Program Officer (or designate) review their workload concerns. The Senior Operating/Program Officer (or designate) shall make the final decision regarding the workload evaluation, and convey the decision in writing, to the Employee **with a copy to the Membership Services Officer** within ~~twenty-one (21)~~ **seven (7)** days.

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

**Dispute Resolution**

- (a) The application of the processes of this Letter of Understanding is subject to Article 37: Grievance Procedure.
- (b) The final decision regarding the outcome of the Workload Appeal Process is not subject to Article 37: Grievance Procedure.

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

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

\_\_\_\_\_  
Date

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

\_\_\_\_\_  
Date

**LETTER OF UNDERSTANDING #19**

**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 Union shall appoint one (1) member from each local and a staff representative.**

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 Auxiliary Nursing 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; and
  - address any other mutually agreed items.

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 1.

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

\_\_\_\_\_  
Date

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

\_\_\_\_\_  
Date



*Note: AUPE proposes to delete this LOU upon finalization of the Article 24, which will contain at a minimum, the benefits included in this LOU.*

~~LETTER OF UNDERSTANDING #20~~

~~BETWEEN~~

~~ALBERTA HEALTH SERVICES  
ALLEN GRAY CONTINUING CARE CENTRE  
LAMONT HEALTH CARE CENTRE~~

~~-and-~~

~~ALBERTA UNION OF PROVINCIAL EMPLOYEES~~

~~RE: SUPPLEMENTARY HEALTH PLAN IMPROVEMENTS~~

Further to Article 24.01(b)(vi), effective on the first day of the month following 90 days from ratification, the coverage provided under the Supplementary Benefits Plan shall be amended as follows:

- ~~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 \$3000.00 per participant per benefit year.~~
- ~~There shall be no requirement for a written physician's order for accessing compression stockings. A tiered fee guide for compression stockings shall be implemented with reimbursement at the following rates (or the Alberta Blue Cross Usual and Customary rates, whichever is greater):~~
  - ~~compression stockings with a pressure gradient of less than 20 mmHg will be reimbursed to a maximum of \$68.75/pair;~~
  - ~~compression stockings with a pressure gradient between 20-29.99 mmHg will be reimbursed to a maximum of \$218.75/pair; and~~
  - ~~compression stockings with a pressure gradient greater than 30 mmHg will be reimbursed to a maximum of \$250.00/pair.~~

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

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

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

**LETTER OF UNDERSTANDING #21**

**BETWEEN**

**ALBERTA HEALTH SERVICES**

**- and -**

**ALBERTA UNION OF PROVINCIAL EMPLOYEES**

**RE: INFORMATION SHARING**

1. On a quarterly basis, the Employer shall provide the Union with a report showing the headcount and FTE, broken down by category: Notices of Vacancy, Voluntary Turnover / Termination for the bargaining unit.
2. **The Employer shall provide monthly reports to the Local Chair of positions, or parts of positions, that are being eliminated, inactivated or are being converted to non-bargaining unit positions.**

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

\_\_\_\_\_  
Date

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

\_\_\_\_\_  
Date

**LETTER OF UNDERSTANDING #22**

**BETWEEN**

**ALBERTA HEALTH SERVICES**

**-and-**

**ALBERTA UNION OF PROVINCIAL EMPLOYEES**

**RE: OPTIONAL CONSEQUENTIAL INTERNAL VACANCY PROCESS**

1. ~~A consequential vacancy process may help to manage internal transfers within a unit or program. It is most appropriately used when there are a large number of positions in the same classification, performing the same job duties and a high frequency of internal movement. In circumstances where the Employer chooses to initiate a consequential internal vacancy process, the following process will apply:~~
  - ~~(i) The Employer shall designate all Regular Employees who hold the same classification, perform the same job duties, work in the same unit or program and are part of the same shift schedule as "Pre Qualified Employees".~~
  - ~~(ii) The Employer maintains the right as per Article 5 Management Rights, to determine when vacant positions/lines must be filled.~~
  - ~~(iii) Where a line becomes vacant (the "original vacancy"), the original vacancy will be made available in order of seniority to all Pre Qualified Employees on that unit or program who have expressed interest, without a requirement to conduct an interview.~~
  - ~~(iv) This process above will be repeated for all consequential vacancies in the unit or program until no Pre Qualified Employee expresses interest in the vacant line.~~
  - ~~(v) Any remaining vacancy will be posted in accordance with Article 11.01 Posted Vacancies.~~
  - ~~(vi) The Union shall be advised of the Employee transfer(s) within a unit or program.~~
  - ~~(vii) Article 11.04 Trial Period Upon Transfer shall not apply to transfers within a unit or program that occur as a result of the Optional Consequential Internal Vacancy Process.~~
2. ~~The Employer retains the discretion to utilize the Optional Consequential Internal Vacancy Process or to post in accordance with Article 11.01 Posted Vacancies. The Employer will clearly communicate to Employees within the unit or program what process will be used. The Employer must exercise this discretion based on a bona fide operational reason, in a manner that is professional, fair and reasonable in the circumstances.~~

3. ~~Following a full six (6) months of utilization of the new Optional Consequential Internal Vacancy Process, the Parties agree to jointly evaluate its effectiveness at the Joint Task Force.~~
4. ~~This Letter of Understanding may be cancelled by either Party by providing ninety (90) days written notice following a review of the Optional Consequential Internal Vacancy Process' effectiveness at the Joint Task Force.~~

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

\_\_\_\_\_  
Date

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

\_\_\_\_\_  
Date

*Note: AUPE proposes to delete this LOU and incorporate the LSPA into the Main Salary Schedule*

~~LETTER OF UNDERSTANDING #23~~

~~BETWEEN~~

~~ALBERTA HEALTH SERVICES  
ALLEN GRAY CONTINUING CARE CENTRE  
LAMONT HEALTH CARE CENTRE~~

~~-and-~~

~~ALBERTA UNION OF PROVINCIAL EMPLOYEES~~

~~RE: RETENTION OF EXPERIENCED EMPLOYEES  
(LONG SERVICE PAY ADJUSTMENT)~~

The following Letter of Understanding will take effect on April 1, 2023:

The Parties recognize that there are a number of senior, experienced Employees who are eligible for retirement currently, or in the near future. The Parties recognize the contribution of these Employees and wish to take steps to encourage these Employees to remain in the system.

As such, in addition to the rates of pay specified in the Main Salary Schedule, an Employee who has twenty (20) or more calendar years of service with the Employer, shall receive a 2% Long Service Pay Adjustment (LSPA). This shall form part of the Employee's Basic Rate of Pay.

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

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

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

**LETTER OF UNDERSTANDING #24**

**BETWEEN**

**ALBERTA HEALTH SERVICES**

**- and -**

**ALBERTA UNION OF PROVINCIAL EMPLOYEES**

**RE: RURAL CAPACITY INVESTMENT FUND RETENTION PAYMENT**

~~In addition to the provisions outlined in this Collective Agreement, effective the date of ratification<sup>1</sup>, the Employer agrees to implement a Rural Capacity Investment Fund (“the Fund”). The Fund will allocate \$4.2 million per fiscal year for recruitment and retention incentives and for relocation assistance.~~

~~The Fund will be used to support initiatives aimed at addressing recruitment and retention challenges experienced by sites/programs/positions deemed by the Parties to be “difficult to recruit to” in the North, Central, and South Zones.~~

~~“Difficult to recruit to” may be determined by indicators such as:~~

- ~~• high vacancy rates;~~
- ~~• vacancies that remain unfilled for longer than ninety (90) days;~~
- ~~• high turnover; or~~
- ~~• mutual agreement of the Parties.~~

~~All initiatives approved under the Fund will focus on producing a stable workforce and sustaining that stability over the longer term. Funded initiatives may target new Employees, may focus on site/program specific concerns, or may address broader recruitment and retention challenges for the Employers. The Parties agree that payment of recruitment and retention incentives or reimbursement for relocation expenses under this Fund will be conditional upon completion of a return for service agreement as agreed by the Parties.~~

~~The Parties agree that the recruitment and retention initiatives may vary, depending on the identified needs.~~

**Operation of the Fund**

~~A Rural Capacity Investment Fund Committee (“the Committee”) shall be established within thirty (30) days of ratification.~~

~~The Committee shall be comprised of six (6) Employer and six (6) Union representatives, representing North, Central and South Zones. One of the six (6) Union representatives shall be a member of the current bargaining committee as selected by the current bargaining committee. The Parties may mutually agree to add additional representatives as necessary.~~

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<sup>1</sup> The timing for reaching an agreement and obtaining ratification is likely to influence funding for the fiscal year ending March 31, 2022.

~~The Committee shall meet within sixty (60) days of ratification and thereafter on a quarterly basis until the end of the term of the Collective Agreement.~~

~~The purpose of these meetings is as follows:~~

- ~~• to share information on the sites/programs/positions the Parties deem to be “difficult to recruit to” based on the indicators listed above;~~
- ~~• to bring forward for consideration and discussion recruitment and retention initiatives;~~
- ~~• to assess the effectiveness of previous allocations of the Fund.~~

~~The Employer will endeavor to use the entire Fund within each fiscal year.~~

~~At the end of the fiscal year, the Employer will provide the Committee with a breakdown of how the funds have been allocated in that fiscal year to address rural and remote recruitment and retention challenges in North, Central and South Zone.~~

~~Administration of the Fund shall be in compliance with AHS Finance and Audit requirements.~~

~~This Letter of Understanding shall expire on March 30, 2024.~~

- 1. On the first pay period following November 1<sup>st</sup> each year, Employee shall be issued a lump-sum Retention Payment of ten thousand dollars (\$10,000.00) pro-rated to regular hours actually worked.**
- 2. For the purposes of this lump-sum payment “regular 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.**

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

\_\_\_\_\_  
Date

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

\_\_\_\_\_  
Date

**LETTER OF UNDERSTANDING #25**

**BETWEEN**

**ALBERTA HEALTH SERVICES  
ALLEN GRAY CONTINUING CARE CENTRE  
LAMONT HEALTH CARE CENTRE**

**-and-**

**ALBERTA UNION OF PROVINCIAL EMPLOYEES**

**RE: LUMP SUM PAYMENT – RECOGNITION FOR SERVICES RENDERED  
DURING THE COVID-19 RESPONSE**

- 3. ~~On the pay period following the Date of Ratification, each Employee 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.~~
- 4. ~~For the purposes of this one time lump sum payment “regular hours actually worked” includes:~~
  - ~~(g) Leaves of absence for Union business;~~
  - ~~(h) Other leaves of absence of one (1) month or less;~~
  - ~~(i) Time on sick leave with pay;~~
  - ~~(j) Absences while receiving Workers’ Compensation;~~
  - ~~(k) Educational leave up to 24 months; and~~
  - ~~(l) Maternity, Parental, Compassionate/Terminal Care, parents of Critically Ill Child and Death or Disappearance of Child Leaves.~~

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

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



**LETTER OF UNDERSTANDING #XX**

**BETWEEN**

**ALBERTA HEALTH SERVICES**

**- and -**

**ALBERTA UNION OF PROVINCIAL EMPLOYEES**

**RE: RECRUITMENT AND RETENTION INITIATIVES**

**WHEREAS the parties agree that:**

- **Recruitment is a critical factor in addressing retention and workload concerns of current Employees.**
- **Recruitment approaches must balance the need for new Employees, while respecting current Employees.**
- **It is desirable to recruit and retain both experienced Employees and Employees entering the workforce.**

**AUPE wishes to discuss the following recruitment and retention programs which exist within Alberta Health Services:**

- 1. Alberta Post-Secondary Graduate Retention Program**
- 2. Retirement Preparation Program**
- 3. Pre-retirement FTE Reduction**
- 4. Flexible Part-Time Position**
- 5. Seasonal Part-Time Employee**
- 6. Benefit-Eligible Casual Employee**
- 7. Weekend Worker Option I – Extended Work Day Option**
- 8. Weekend Worker Option II – Regular Work Day Option – Amend to reflect 15 Shifts in a four (4) week period.**
- 9. Float Employees**
- 10. Locum Employees**
- 11. Other**

**LETTER OF UNDERSTANDING #XX**

**BETWEEN**

**ALBERTA HEALTH SERVICES**

**- and -**

**ALBERTA UNION OF PROVINCIAL EMPLOYEES**

**RE: INCREASES TO SCOPE OF PRACTICE**

**WHEREAS the Parties agree that:**

- **it is in the interests of the health care system to allow Employees the ability to work to their full scope of practice as determined by the College of Licensed Practical Nurses of Alberta (CLPNA); and**
  - **Employees must be properly compensated for learning and performing an increased scope of practice.**
- 1. Within fourteen (14) calendar days of an announcement by the CLPNA or the Government of Alberta that the scope of practice is to be increased for any classification (and/or classification requiring the same educational component which is required to perform the increased scope of practice) covered under this collective agreement, the Parties will meet to negotiate an increase to the wage scale which reflects in the increased scope of practice.**
  - 2. Should the Parties not reach agreement on the increase to the wage scale within thirty (30) calendar days of the meeting referenced in 1 above, either party may refer the matter to informal mediation.**
  - 3. Following at least one (1) meeting with the informal mediator, either party may refer the matter to Arbitration.**
  - 4. The costs for processes established under this LOU shall be borne equally by the Parties.**

**LETTER OF UNDERSTANDING #XX**

**BETWEEN**

**ALBERTA HEALTH SERVICES**

**- and -**

**ALBERTA UNION OF PROVINCIAL EMPLOYEES**

**RE: NEW LICENSING REQUIREMENTS**

- 1. Within fourteen (14) calendar days of an announcement by any licensing body under the Health Professions Act or by the Government of Alberta that a currently unlicensed profession is to become a licensed profession, the parties will meet to review the licensing requirements and timelines for same.**
- 2. The Employer agrees to provide the in-house training and/or upgrading necessary for current Employees to meet the licensing requirements at no cost to Employees.**
- 3. Where training and/or upgrading cannot be completed in-house by AHS, the Employer will reimburse the Employee for the cost of training and/or upgrading, including the cost of text books.**
- 4. Employees shall suffer no loss in pay for attending training and/or upgrading, whether it is provided in-house or not.**
- 5. The Employer shall reimburse the Employee for the cost of any exams they are required to write to achieve licensing.**