

Date:
Time:

EMPLOYER INGOING PROPOSALS FOR THE:

AUXILIARY NURSING CARE

COLLECTIVE AGREEMENT

between

ALBERTA HEALTH SERVICES

LAMONT HEALTH CARE CENTRE

ALLEN GRAY CONTINUING CARE CENTRE

and

THE ALBERTA UNION OF PROVINCIAL EMPLOYEES

Notes:

- The Employers have utilized the current Collective Agreement as the base document for this proposal.
- Proposed changes are identified as follows:
 - **Proposed new language is identified in bold type, highlighted in yellow**
 - Language proposed to be deleted is identified by ~~striketrough~~, highlighted in yellow
- In some cases, proposed changes may require consequential amendments elsewhere in the Collective Agreement. In such cases, these consequential amendments are to be included in this proposal though not specifically referenced herein.
- Where this proposal indicates the desire of the Employers to discuss issues directly related to certain Articles, Letters of Understanding, or issues of a more general nature, the Employers reserve the right to table proposals at a later date.
- This proposal is complete except for any errors or omissions.
- The Employers reserve the right to table counter proposals in response to any proposals made by the Union.
- This proposal is made on a “without prejudice” basis. If these proposals are not accepted, the Employers reserve the right to withdraw and/or change its positions on any of the enclosed Articles and/or Letters of Understanding.

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

- Preamble
- Article 3 – Recognition
- Article 4 – Union Membership and Dues Deductions
- Article 5 – Management Rights
- Article 6 – Respectful Workplace / No Discrimination
- Article 8 – Probationary Period / Orientation
- Article 10 – Performance Appraisals
- Article 15 – Notice of Subcontracting
- Article 16 – Shift Differential
- Article 17 – Weekend Premium
- Article 22 – Named Holidays
- Article 24 – Employee Benefit Plans
- Article 28 – Pension Plan
- Article 30 – Temporary Employees
- Article 32 – Layoff and Recall
- Article 34 – Bulletin Board Space
- Article 35 – Health and Safety
- Article 36 – Copies of the Collective Agreement
- Article 38 – Employee Management Advisory Committee
- Article 39 – Uniforms
- Article 41 – Resignation
- Article 43 – Professional Fees

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

- Letter of Understanding #3 re: Employment in Multiple Positions
- Letter of Understanding #4 re: Severance
- Letter of Understanding #7 re: Flexible Spending Account
- Letter of Understanding #11 re: Operating Room and Orthopedic Technician Training Educational Opportunity
- Letter of Understanding #12 re: Transfer and Severance Offering
 - *(pending confirmation from Covenant Health)*
- Letter of Understanding #13 re: Recruitment and Retention Initiatives (Supernumerary Positions)
- Letter of Understanding #16 re: Northern Incentive Program
- Letter of Understanding #18 re: Workload Appeal Process
- Letter of Understanding #21 re: Information Sharing
- Letter of Understanding #23 re: Retention of Experienced Employees (Long Service Pay Adjustment)

The Employers propose to delete the following Letters of Understanding:

- Letter of Understanding #1 re: Considering Optional Scheduling Systems
- Letter of Understanding #5 re: Hourly Allowance for Mental Health Aides and Psychiatric Aides
- Letter of Understanding #8 re: Administration of Educational Allowance
- Letter of Understanding #10 re: Implementation of The Health Care Aide Classification
- Letter of Understanding #15 re: Responsibility Pay for Rural Community – Calgary
- Letter of Understanding #17 re: Extended Work Day Provisions
- Letter of Understanding #20 re: Supplementary Health Plan Improvements
- Letter of Understanding #25 re: Lump Sum Payment – Recognition for Services Rendered During the Covid-19 Response

The Employer proposes to introduce the following Letters of Understanding:

- Letter of Understanding #TBD re: LPN – Renal Dialysis Reclassification
- Letter of Understanding #TBD re: LPN – Orthopaedic Technician Pay Scale Adjustments
- Letter of Understanding #TBD re: Ten (10) Month Positions
- Letter of Understanding #TBD re: Transitional Provisions for Employees Moving into the Bargaining Unit

AMEND**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, **2028 2024** and from year-to-year thereafter unless amended or terminated. Notification of desire to amend or terminate may be given, in writing, by either Party to the other Party not less than sixty (60) days nor more than one hundred 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 **not** eligible to receive retroactively any increase in wages, which the Employee would have received but for the termination of employment; **upon submission of a written application to the Employer during the period between the expiry date of the preceding Collective Agreement and sixty (60) calendar days after the ratification of this Collective Agreement.**
- 1.05 Any notice required 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

AMEND – *In addition, the Employer proposes to list the definitions in alphabetical order.*

ARTICLE 2

DEFINITIONS

- 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)~~ **twenty-four (24)** 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
 - (iiiiv) 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.
- 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.~~

AMEND**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) 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 following in-service programs shall be compulsory and shall be provided to Employees on an annual basis:
 - (i) **Cardio-Pulmonary Resuscitation (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.

Professional Development Days

- 7.02
- (a) All **Regular** Employees required by the Employer to be registered as a Licensed Practical Nurse upon request, **shall may** be granted **a maximum of up to** three (3) professional development days annually for professional development related to nursing skills, at the Basic Rate of Pay.
 - (b) **Requests for such paid professional development opportunities shall be made in writing, to the Employer as early as possible, and shall not be unreasonably denied.**
 - (c) 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.
 - (d) **The number of professional development days are determined by the FTE as of April 1st 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 ³/₄) 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 ³/₄) hours each;**
 - (iii) **Part-time Employees between zero point three eight (0.38) and zero point five nine (0.59) FTE shall be entitled to one (1) day of up to seven and three-quarter (7 ³/₄) hours.**
 - (e) **Professional development days are granted as a full day.**
 - (f) **Any professional development days not used by March 31st of each year shall not be carried over or paid out on termination of employment.**

AMEND**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(ed)(ii) recognized for the purpose of establishing their seniority date with the Employer in the new position under Article 9.01(ed)(iii). The Employee shall provide proof of such seniority date which is satisfactory to the Employer. If the Employee is unable to provide satisfactory proof, the strict provisions of Article 9.01(a) shall apply.

- 9.02 Seniority shall be considered in determining:
- (a) assignment of available shift schedules by work area(s), program(s) or site(s), whichever is applicable, subject to the provisions of Articles 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.
- 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 (1st) 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.

The Employer would like to discuss the need to stabilize AHS workplaces, barriers to recruitment of net new Employees, and barriers to remediation of skill/experience gaps.

The Employer reserves the right to table further proposals following discussion.

ARTICLE 11

APPOINTMENTS, TRANSFERS AND VACANCIES

11.01 **Posted Vacancies**

- (a) The Employer shall post at the sites, notices of vacant positions within the bargaining unit not less than ten (10) calendar days in advance of making an appointment. A copy of all postings shall be forwarded to the Union. For purposes of this clause, electronic posting of vacancies will satisfy the posting requirement, where the Employer has made arrangements for on-line access to postings.
- (b) The posting shall contain the following information:
 - (i) qualifications required;
 - (ii) employment status;
 - (iii) site(s);
 - (iv) classification;
 - (v) range of rate of pay;
 - (vi) if a temporary position, the anticipated duration of such position; 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, 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.

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

11.04 **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 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.

AMEND

ARTICLE 12A
HOURS OF WORK

FOR FACILITY EMPLOYEES

12A.01 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 ($38 \frac{3}{4}$) hours per week averaged over one (1) complete cycle of the shift schedule.

12A.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 ($7 \frac{3}{4}$) 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.

12A.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 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.

- 12A.04
- (a) 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).
 - (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 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(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 12A.05(a).
- 12A.05
- (a) Except in cases of emergency or by mutual agreement between a Regular Employee and the Employer, shift schedules shall provide for:
 - (i) at least fifteen and one-half (15 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 five (5) 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) 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 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.

- (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 Articles 12A.11 and 12A.12 has been applied in altering a shift schedule.
- (d) Additional optional scheduling systems may be mutually agreed to in writing between the Employer and the Union.

12A.05 Effective the start of the first pay period, following eighteen (18) months from Date of Ratification, Article 12A.05 shall be amended as follows:

- (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 **twelve (12)** ~~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)** ~~five (5)~~ week period. "Weekend" shall mean a Saturday ~~and the following~~ **or** Sunday, assuring a minimum of **forty-eight (48)** ~~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;~~
 - (vii)** an Employee will not be scheduled to work more than **six (6)** ~~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 12A.05(a) above shall be amended as follows:~~

Option I

(ii) ~~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

(ii) ~~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.~~

- (b 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 **twelve (12)** ~~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.

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

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

12A.07 (a) The Employer, in scheduling shifts, shall take into consideration an Employee's request for certain shift schedules, subject to the requirements of Article 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;

(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 12A.07(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 12A.07(b)(iii), (iv) or (vi), may alter such request only after:

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

(B) upon giving written notice to the Employer.

(ii) Upon receiving a request or requests to revert under 12A.07(c), the Employer shall provide all other Employees working shift patterns 12A.07(b)(iii), (iv) or (vi) on the schedule notice of the reversion request to determine whether or not they also wish to revert, commencing with the posting of the revised shift schedule in Article 12A.07(c)(iii)(A). Such notice will be provided regardless of how long the other Employees on the schedule have worked in those shift patterns.

(iii) The Employer:

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

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

(d) An application under Article 11: Appointments and Transfers, in response to a position with shift patterns listed in Article 12A.07(b)(iii), (iv) or (vi), constitutes an Employee request for the purposes of Article 12A.07.

(e) (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(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.

12A.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 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.
- 12A.09 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.
- 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 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.
- 12A.12 Except when application of this Article is waived by mutual agreement between the Employee and the Employer, if, in the course of a posted schedule, the Employer changes an Employee's scheduled shift, but not their scheduled days off, they shall be paid at the rate of two times (2X) their Basic Rate of Pay for all hours worked during the first (1st) shift of the changed schedule, unless fourteen (14) calendar days' notice of such change has been given.
- 12A.13 On the date fixed by proclamation, in accordance with the *Daylight Savings Time Act*, of conversion to Mountain Standard Time, regular hours of work shall be extended to include the resultant additional hour with additional payment due therefor at the applicable overtime rate. On the date fixed by said *Act* for the resumption of Daylight Savings Time, the resultant reduction of one (1) hour in the shift involved shall be effected with the appropriate deduction in regular earnings.
- 12A.14 (a) Employees may work flexible hours by mutual agreement between the Employee and Employer, whereby at a mutually agreeable time the Employer will provide and the Employee shall take time off:
- (i) for those hours worked during the normal rest period; and
 - (ii) in place of overtime pay for those hours worked in excess of seven and three-quarter (7 $\frac{3}{4}$) hours in a day or thirty-eight and three-quarter (38 $\frac{3}{4}$) hours in a week averaged over one (1) cycle of this shift schedule;

in which event Articles 12A.01, 12A.04, 12A.05 and 13 shall have no application.

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

AMEND**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 ($7 \frac{3}{4}$) consecutive hours per day;
- (b) thirty-eight and three-quarter ($38 \frac{3}{4}$) 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 ($7 \frac{3}{4}$) 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.

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.04 **Effective the start of the first pay period, following eighteen (18) months from Date of Ratification, Article 12B.04 shall be amended as follows:**

- (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 **twelve (12)** ~~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 (1st) shift of the working day shall be the one wherein the majority of hours worked fall between twenty-four hundred (2400) hours and zero eight hundred (0800) hours.
- 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 ($7\frac{3}{4}$) hours in a day or thirty-eight and three-quarter ($38\frac{3}{4}$) 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 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.

AMEND**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 ³/₄) 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) The Employer shall designate an individual at the site who may authorize overtime. The Employer shall not unreasonably deny authorization after the fact for overtime worked where such overtime has arisen as a result of unforeseeable circumstances in which it is impossible to obtain prior authorization.
- 13.02 The overtime rate 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.
- 13.03 Where an Employee works overtime on a Named Holiday in accordance with Article 22, Named Holiday pay as outlined in Article 22.03 shall not apply for overtime hours worked. 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 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 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 1st and shall not be unreasonably denied.~~
- 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) hours of overtime immediately following a scheduled shift, **and has been provided less than twenty-four (24) hours' notice of such overtime**, shall be provided with access to a meal and snacks at no cost.
- 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 (1st) 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 ½) 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 ½) consecutive hours of rest before commencing their next shift without loss of earnings.
 - (b) 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.

AMEND**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~~
- ~~(a-b) Part time and Casual Employees shall be entitled to an increment on the completion of each period of two thousand twenty-two and three-quarter (2,022 ¾) regular hours paid at the Basic Rate of Pay; or,~~
- (b) at the applicable rate in the case of regularly scheduled hours worked on a Named Holiday and/or in accordance with premiums paid in accordance with 12A.05(c), 12A.11, 12A.12, 23.05, 29A.06(c), 29A.13, 29A.**
- Employees shall not increment more frequently than once per calendar year.**
~~worked and thereafter a further increment upon the completion of each period of one thousand eight hundred thirteen and one half (1,813 ½) 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.
- 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 **of pay that** they would have been entitled to, had they been in the lower rated classification from commencement of employment **in classifications with a higher rate of pay.**
- (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.

AMEND**ARTICLE 18****TEMPORARY ASSIGNMENTS**

- 18.01 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 Where the Employer designates an Employee to assume responsibility for staff supervision, clinical coordination and administrative/organizational duties, as required, they shall be paid an additional one dollar and twenty-five cents (\$1.25) per hour.
- 18.03 (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)~~ **one dollar (\$1.00)** 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.

AMEND**ARTICLE 19****ON-CALL DUTY**

- 19.01 The words "on-call duty" shall be deemed to mean any period during which an Employee is not on regular duty and during which the Employee is on-call and must be reasonably available to respond without undue delay to any request to report for duty.
- 19.02 (a) The following scheduling provisions for on-call duty shall be applicable where it is operationally possible to do so.
- (b) Regulations in respect of approval or authorization for on-call duty and the procedures which are to be followed by the Employee and the Employee's supervisor in respect of a duty roster or such other administrative controls as may be deemed necessary or desirable, shall be prescribed by the Employer. No Employee shall be assigned on-call duty for more than two (2) weekends in a five (5) week period.
- (c) The duty roster for "facility on-call duty" shall be posted in advance for the period specified in Article 12A.04.
- (d) Where there are Employees working on a Saturday, Sunday or Named Holiday, where possible, an Employee not scheduled to work on that day shall not be assigned on-call duty for that day or for the evening prior to that day.
- (e) The Employer shall endeavour to avoid placing an Employee "on-call" on the evening prior to or during scheduled off duty days other than those referred to in Article 19.02(d).
- 19.03 The Employer shall pay three dollars and thirty cents (\$3.30) per hour to an Employee who is assigned on-call duty on a regular work day, and four dollars and fifty cents (\$4.50) per hour to an Employee who is assigned on-call duty on their scheduled day off or on a Named Holiday. A Named Holiday or scheduled day off shall run from zero hundred (0000) hours on the Named Holiday or scheduled day off, to twenty-four hundred (2400) hours of the same day.

- 19.04 (a) For each occasion that an Employee is called back to duty during the Employee's on-call period, in addition to the payment received for being on-call, the Employee ~~shall be deemed to be working overtime and~~ shall be paid for all hours worked during the on-call period or for three (3) hours, whichever is the longer, at the 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) 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 ~~shall be paid to the Employee in the pay period in which it occurs. 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) 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.
- (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 for the total accumulated time spent on 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 thirty (30) minutes.

DELETE

ARTICLE 20

AMBULANCE DUTY

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

In addition to the payment in Article 20.01 above:

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

AMEND**ARTICLE 21****TRANSPORTATION AND TRAVEL EXPENSES 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.
- (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) per kilometre (or at Government of Alberta rates, whichever is greater), subject to the provisions of Article 21.04.
- (c) Where the Employer provides and/or directs an Employee to use alternate transportation, Article 21.02(a) and (b) above shall not apply.
- 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
\$ _____
(Basic Age Group -
Good Record) | Less | Cost of Personal Use
Insurance Coverage
\$ _____
(Basic Age Group –
Good Record) | = | Reimbursement
to Maximum
of \$500.00 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 (1st) and last Employer-authorized business of the working day, kilometreage shall not be paid for travel within **the** twenty (20) kilometres **radius** of the site;

- (ii) if the first (1st) or last Employer-authorized business of the working day occurs **more than** ~~outside the~~ twenty (20) kilometres **radius** from the site, kilometreage and time shall be paid for **the additional** travel beyond the twenty (20) kilometres **radius**.

(b) Where Article 21.04(a) applies, the kilometreage and time spent will be based upon the shortest route available.

- (bc)** Time spent traveling between sites during the work day is work time.
- (ed)** 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.
- (de)** Reimbursement for kilometreage shall be paid for all travel on Employer-authorized business during the course of a shift.

21.05

Subsistence-Travel Expenses

Employees who are required to travel beyond a fifty (50) kilometres 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

Breakfast	\$13.00 \$13.00
Lunch	\$17.00 \$17.00
Supper	\$27.00 \$27.00

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) 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) 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.

AMEND**ARTICLE 23****VACATION****23.01 Definition**

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

23.02 Vacation Entitlement

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

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

(b) Vacation Earning Portability

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

(c) Supplementary Vacation

- (i) Upon reaching the employment anniversary of twenty-five (25) years of continuous service, Employees shall have earned an

additional one-time five (5) 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.

- 23.03
- (a) Notwithstanding Article 23.02, vacation with pay shall not accrue during periods while:
 - (i) on layoff;
 - (ii) on unpaid absence during which the Employee is in receipt of weekly indemnity as provided for by the short-term disability income insurance plan or long-term disability income insurance plan;
 - (iii) in receipt of compensation from the Workers' Compensation Board in excess of thirty (30) calendar days; and
 - (iv) on leave of absence in excess of thirty (30) calendar days for any reason.
 - (b) Vacation benefits will accrue during the remainder of the year proportionate to the period worked.

23.04

Time of Vacation

- (a) (i) As far as possible, Regular Full-time Employees shall be granted their choice of vacation periods; however, the final allotment of vacation remains within the responsibility and the authority of the Employer. The Employer shall post the vacation schedule planner by January 1st of each year. 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 15th of that year, the Employer shall indicate approval or disapproval of that vacation request by April 30th of the same year. A vacation period may be divided by mutual agreement between the Employee and the Employer.
- (ii) When an Employee submits a written vacation request after April 30th, the Employer shall provide written approval or disapproval of the vacation request within ten (10) working days of the request.
- (b) The Employer shall make every reasonable effort to grant an Employee, upon request, at least two (2) weeks of annual vacation entitlement during the summer months. An Employee may take a maximum of four (4) weeks during the period of June 1st to Labour Day inclusive, unless otherwise approved by the Employer.**
- (c) Vacation leave may not be divided into more than three (3) periods except with the approval of the Employer. In the event approval is granted to divide vacation leave, dates for one period only will be allowed to fall in whole or in part between June 1st to Labour Day inclusive, except when such period is not requested by another Employee.**
- (b d)** Seniority within each classification shall be the determining factor when there is a dispute regarding preference for the time that **an Employee's annual vacation entitlement** is to be taken.
- (e e)** A request to utilize vacation shall be made in writing to the Employer. The request shall be subject to the approval of the Employer and shall not exceed the number of vacation days accrued to the date of the first (1st) day of vacation.
- (d f)** 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 g) ~~An Employee may be permitted to carry forward a portion of unused vacation to the next vacation year.~~ **All vacation earned during one (1) vacation year shall be taken during the next following vacation year. An Employee may be permitted to carry-forward up to five (5) days' vacation accrual to the next vacation year.** Requests to carry forward vacation shall be made in writing and shall not be unreasonably denied.

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*.

AMEND**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 ½) 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) **An Employee is required to schedule their personal medical appointments outside of their working hours. When this is not possible, the Employee is required to obtain prior authorization from the Employer and shall provide as much notice as possible.** 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 **(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. 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.

(b) (i) Where a Regular or Temporary Employee has accumulated a sick leave bank and such Employee subsequently transfers to a casual position, the Employee's sick leave bank shall be frozen as at the time of transfer to the casual position. The frozen sick leave bank shall be maintained for a maximum of six (6) months. Pursuant to Article 31.01, the Casual Employee shall not have access to the frozen sick leave bank.

(ii) Where a Casual Employee subsequently transfers to a Regular or Temporary position with the same Employer within six (6) months, such Employees shall have their frozen sick leave bank reinstated, and shall be eligible to access such sick leave pursuant to Article 25: Sick Leave.

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.

AMEND**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 **for the time lost as approved by the Workers' Compensation Board (WCB), provided the Employee does not elect to receive income replacement directly from the Worker's Compensation Board.** A deduction of one-tenth (1/10th) day shall be charged against sick leave credits for each day an Employee is off work. Employees shall only receive full net take home pay to the extent that one-tenth (1/10th) day can be deducted from sick leave credits, following which time the Employee will be deemed to be on sick leave without pay pursuant to Article 25.12. **Once the Employee is deemed to be on sick leave without pay, the Employer shall administer wage replacement benefits as approved by the WCB in accordance with the *Workers' Compensation Act* less any required deductions.**
- (b) For the purposes of Article 26, full net take home pay shall be calculated at the Basic Rate of Pay for regularly scheduled hours of work, less any statutory deductions and benefit deductions as calculated prior to the accident referenced in Article 26.01(a). In no event shall the Employee's full net take home pay exceed the full net take home pay the Employee was receiving prior to the accident.
- 26.02 An Employee receiving compensation benefits under Article 26.01 shall be deemed on Workers' Compensation leave and shall:
- (a) remain in the continuous service of the Employer for the purpose of salary increments;
- (b) cease to earn sick leave and vacation credits subject to Articles 23.03, 25.02, and 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.

AMEND – *The Employer also wishes to discuss Union Business Leave, specifically Article 27.02(e) (or 27.13 as proposed by the Employer), as it relates to serving as an elected member on the Executive Committee as President, Vice-President or Executive Secretary Treasurer.*

ARTICLE 27

LEAVE OF ABSENCE

27.01 In addition to other leaves of absence that may be granted by legislation or by Employer policy, eligible Employees may request the following leaves of absence:

(a) Leaves of absence without pay:

- Maternity Leave
- Parental Leave
- Compassionate Care Leave
- Critical Illness Leave
- Death or Disappearance of a Child Leave
- Domestic Violence Leave
- Educational Leave
- Military Leave
- Citizenship Ceremony Leave

(b) Leaves of absence with pay:

- Personal Leave
- Union Business Leave
- Negotiations Leave
- Bereavement Leave
- Funeral / Memorial Ceremony Leave
- Court Appearance Leave

~~27.01~~

27.02

General Conditions for Leaves of Absence Without Pay

- (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.
- (b) (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.

- 27.01(b) (c)** 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.
- 27.01(e) (d)** 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.
- 27.01(g) (e)** 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 – **Sick Leave** from the last day of paid sick leave, by paying the full premium costs to the Employer.
- 27.01(d) (f)** 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.
- 27.01(e) (g)** Employees shall not be entitled to Named Holidays with pay, which may fall during a period of leave of absence without pay.
- 27.01(f) (h)** 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.
- 27.05(d) (i)** Subject to Article **27.05(e) 27.02(j)**, 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.
- 27.05(e) (j)** 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 - Recall.

27.04

27.03

Maternity Leave

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

27.05

27.04

Parental Leave

- (a) An Employee who has completed ninety (90) days' continuous employment shall, with at least fourteen (14) calendar days' written notice, be granted leave without pay and benefits for the purpose of adopting a child or for parenting duties following the birth of a child. Parental leave can be taken by the birth mother, the other parent, adoptive parents, or both parents shared between them. Parental leave shall not exceed sixty-two (62) weeks unless mutually agreed otherwise between the Employer and the Employee.
- (b) The Employee may commence parental leave:
 - (i) following the end of their sixteen (16) weeks maternity leave; or
 - (ii) up to two (2) weeks prior to the expected delivery date of the child; or

- (iii) from any date after delivery or adoption of the child provided that the leave shall end seventy-eight (78) weeks from the birth of the child or date of adoption; or
 - (iv) upon one (1) 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.

~~27.10~~ **Caregiver Leaves**

27.05 ~~(a)~~ **Compassionate ~~Terminal~~ Care Leave**

- (a) (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.
- (b) (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.
- (c) (iii)** At the request of the Employee, compassionate ~~terminal~~ care leave may be taken in one (1) week increments.
- (d) (iv)** Notwithstanding Article **27.02(a)** ~~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.
- (e)** Employees may be required to submit to the Employer satisfactory proof demonstrating the need for compassionate ~~terminal~~ care leave ~~or critical illness leave~~.

27.06 ~~(b)~~ **Critical Illness Leave**

- (a) (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:
 - (i) (A)** for a period of up to thirty-six (36) weeks to care for their critically ill child; or,

- (ii) ~~(B)~~ for a period of up to sixteen (16) weeks to care for a critically ill qualified adult relative.
- ~~(b)~~~~(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.
- ~~(c)~~~~(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.
- ~~(d)~~~~(iv)~~ At the request of the Employee, critical illness leave may be taken in one (1) week increments.
- ~~(e)~~~~(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.
- ~~(f)~~~~(e)~~ Employees may be required to submit to the Employer satisfactory proof demonstrating the need for ~~compassionate/terminal care leave or~~ critical illness leave.

27.12
27.07

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
27.08

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.
- (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.

27.08

27.09

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 ~~27.02 27.01~~, shall be deemed to remain in the continuous service of the Employer for the first (1st) twenty (20) months of such period of leave.
- (b) During an Employee's educational leave, subject to Article ~~27.02(b) 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.

27.11

27.10

Military Leave

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

27.14

27.11

Citizenship Ceremony Leave

An Employee who has completed ninety (90) days of employment is entitled to one-half (½) 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 ~~Article 27.02 27.01~~.

27.09

27.12

Personal Leave

- (a) Regular Employees shall be entitled to personal leave days each year, from April 1st through March 31st. Employees shall request such days as far in advance as possible. These days are for the purpose of attending to personal matters and family responsibilities, including, but not limited to attending appointments with family members. 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 1st 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 ³/₄) hours each;
- (iii) Part-time Employees between zero point three eight (0.38) and zero point five nine (0.59) FTE shall be entitled to one (1) day of up to seven and three-quarter (7 ³/₄) hours.
- (c) Personal leave days are granted per incident as a full day.
- (d) Any personal leave days not used by March 31st of each year shall not be carried over or paid out on termination of employment.
- (e) New Employees hired after January 1st of each year shall not receive personal leave days until April 1st the following year.

27.02

27.13

Leave For Union Business Leave

- (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, 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 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 **27.13(b)** ~~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 **and a fifteen percent (15%) administration fee.**
- (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.

~~27.03~~

27.14

Negotiations Leave

- (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 **and a fifteen percent (15%) administration fee.**

~~27.07~~

27.15 (a)

Bereavement Leave

- (a)(i)** Upon request, an Employee shall be granted reasonable leave of absence in the event of a death of a member of the Employee's immediate family (i.e., spouse, including common-law and/or same-sex relationship, child, step-child, parent, step-parent, brother, step-brother, sister, step-sister, mother-in-law, father-in-law, son-in-law, daughter-in-law, brother-in-law, sister-in-law, niece, nephew, uncle, aunt, grandparent, grandchild, guardian or fiancé).
- (b)(ii)** For the first (1st) five (5) calendar days of such leave of absence, the Employee shall suffer no loss of regular earnings. The Employer may extend bereavement leave by up to two (2) additional days where travel is required. Bereavement leave may include normal days off and/or vacation but no additional payment is due therefore.
- (c)(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.

27.16 (b)

Funeral / Memorial Ceremony Leave

- (a)** 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 **27.15(a) 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.

27.06

27.17

Court Appearance Leave

- (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.

AMEND – Subject to consequential amendments as applicable. The Employer also wishes to discuss (a) challenges responding to short notice staffing changes, (b) cancellation of additional Shifts by Part-time Employees and accepted Shifts by Casual Employees, and (c) additional shifts worked by Part-time Employees on unscheduled days.

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 **August 15, 2022** the first (1st) day of the first (1st) 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.06

Effective the start of the first pay period, following eighteen (18) months from Date of Ratification, Article 29A.06 shall be amended as follows:

- (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 **twelve (12)** ~~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)** ~~five (5)~~ week period. "Weekend" shall mean a Saturday ~~and the following or~~ Sunday, assuring a minimum of **forty-eight (48)** ~~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 **six (6)** ~~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.
- (eb) 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.
 - (dc) 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 (1st) shift of the working day shall be the one wherein the majority of hours worked fall between twenty-four hundred (2400) hours and zero eight hundred (0800) hours.
- 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 (1st) 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 ($7\frac{3}{4}$) hours in a day or one-hundred and fifty-five (155) hours over a four (4) calendar week period beginning on **August 15, 2022** ~~the first (1st) day of the first (1st) 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.

AMEND – Subject to consequential amendments as applicable.

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 **August 15, 2022** ~~the first (1st) day of the first (1st) 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.05 **Effective the start of the first pay period, following eighteen (18) months from Date of Ratification, Article 29B.05 shall be amended as follows:**

- (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 **twelve (12)** ~~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 (1st) 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 ³/₄) hours in a day or one-hundred and fifty-five (155) hours over a four (4) calendar week period beginning on **August 15, 2022** ~~the first (1st) day of the first (1st) 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.

AMEND – *Subject to consequential amendments as applicable.*

ARTICLE 29C

REGULAR PART-TIME EMPLOYEES

29C.01 Subject to Articles 29A and 29B, 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 (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-seven and one-half (157.5)** ~~fifty-five (155)~~ hours over a four (4) calendar week period beginning on **August 15, 2022** ~~the first (1st) day of the first (1st) 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 1st 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 (1st) 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 Employer'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 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 ($7\frac{3}{4}$) 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 Regular Part-time Employees shall be paid, in addition to their Basic Rate of Pay, five percent (5%) of this rate per pay period in lieu of the Named Holidays.

29C.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 24th and 25th or December 25th and 26th).
- (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 31st and January 1st or January 1st and 2nd).

(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 **Definition**

"Vacation" means vacation with pay.

29C.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 (1st) employment year; or
- (ii) eight percent (8%) during the second (2nd) to ninth (9th) employment years; or

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

(b) **Supplementary Vacation**

Upon reaching the following employment anniversaries of continuous service:

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

Employees shall have earned an additional one (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.

Employer paid hours at Basic Rate of pay during the vacation year	X	2%	=	Number of hours of paid supplementary vacation time
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29C.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 1st 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 15th of that year, the Employer shall indicate approval or disapproval of that vacation request by April 30th of the same year. A vacation period may be divided by mutual agreement between the Employee and the Employer.
 - (B) When an Employee submits a written vacation request after April 30th, the Employer shall provide written approval or disapproval of the vacation request within ten (10) working days of the request.
- (ii) Seniority within each classification shall be the determining factor when there is a dispute regarding preference for the time that vacation is to be taken.
- (iii) A request to utilize vacation shall be made in writing to the Employer. The request shall be subject to the approval of the Employer and shall not exceed the number of vacation days accrued to the date of the first (1st) day of vacation.
- (iv) Once vacations are authorized by the Employer they shall not be changed except in cases of emergency or by mutual agreement between the Employer and the Employee.
- (v) 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 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 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, 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 Part-time Employees reporting sick shall advise the Employer as soon as possible and regularly thereafter as required by the Employer.

29C.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 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 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 (a) **An Employee is required to schedule their personal medical appointments outside of their working hours. When this is not possible, the Employee is required to obtain prior authorization from the Employer and shall provide as much notice as possible.** 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 (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 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 (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 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

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.

AMEND – Subject to consequential amendments as applicable.

ARTICLE 31

CASUAL EMPLOYEES

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 **August 15, 2022** the first (1st) day of the first (1st) 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 (1st) shift of the working day shall be one wherein the majority of hours worked fall between twenty-four hundred (2400) and zero eight hundred (0800) hours.
- 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) **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 ¾) hours in a day; or**
 - (ii) 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) one-hundred and fifty-seven and a half (157 ½) hours over a four (4) calendar week period beginning on [DATE – future date aligned with the Aug. 15, 2022 implementation date used for PT EEs].

~~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 ¾) 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 (1st) 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 ½) 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 ½) 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 **Casual Employees shall be covered by Article 14 – Salaries of this Collective Agreement.**

(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 ³/₄) 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 Travel Expenses Subsistence**

Casual Employees shall be covered by the Transportation and **Travel Expenses 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 percent (5%) 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 **six (6) pay periods** ~~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.

AMEND**ARTICLE 33****DISCIPLINE AND DISMISSAL**

33.01 Unsatisfactory conduct by an Employee which is considered by the Employer to be serious enough to be entered on the Employee's record but not serious enough to warrant suspension or dismissal shall result in a written warning to the Employee and a copy to the Union within fifteen (15) days of the date the Employer first became aware of, or reasonably should have become aware of the occurrence of the act. A written warning that is grieved and determined to be unjustified shall be removed from the Employee's record.

33.02 Unsatisfactory performance by an Employee which is considered by the Employer to be serious enough to be entered on the Employee's record, but not serious enough to warrant suspension or dismissal, shall result in a written warning to the Employee and a copy to the Union within fifteen (15) days of the date the Employer first became aware of, or reasonably should have become aware of the occurrence of the act. It shall state a definite period in which improvement or correction is expected, and at the conclusion of such time, the Employee's performance shall be reviewed with respect to the discipline. The Employee shall be informed in writing of the results of the review.

The assignment of an improvement or correction period shall not restrict the Employer's right to take further action during said period, should the Employee's performance so warrant. A written warning that is grieved and determined to be unjustified shall be removed from the Employee's record.

33.03 In the event an Employee is suspended or dismissed, the Employer shall provide written reasons for the suspension or dismissal to the Employee and the Union forthwith and in any event not later than five (5) days of the action being taken. The action or suspension or dismissal shall be within fifteen (15) days of the date the Employer first became aware of, or reasonably should have become aware of the occurrence of the act giving rise to the suspension or dismissal. When action involves a suspension, the notice shall specify the time period of the suspension.

33.04 An Employer request to extend these timelines in Article 33.01, 33.02 and 33.03, in order to complete a proper investigation, shall be by mutual consent in writing by the Parties and shall not be unreasonably denied. Notwithstanding the foregoing, when a complainant, respondent, or witness to the investigation is on leave or is otherwise unavailable to participate in the investigation, the Employer may extend the timelines by the equivalent length of the leave or period of time the Employee is unavailable.

- 33.05 An Employee who has been subject to disciplinary action may after ~~eighteen (18)~~ **twenty-four (24)** months of continuous service, exclusive of absences of thirty (30) consecutive days or more from the date the disciplinary measure was invoked, request in writing that their personnel file be cleared of any record of the disciplinary action. Such request shall be granted provided the Employee's file does not contain any further record of disciplinary action during the ~~eighteen (18)~~ **twenty-four (24)** month period of which the Employee is aware. The Employer shall confirm in writing to the Employee that such action has been effected.
- 33.06 The procedures stated in Articles 33.01, 33.02 and 33.03 do not prevent immediate suspension or dismissal for just cause.
- 33.07
- (a) An Employee required by the Employer to attend an investigation meeting or a disciplinary discussion shall be paid at the applicable rate of pay for time spent in that meeting.
 - (b) In advance of the investigation meeting, the Employer will disclose the nature of the concern or complaint.
 - (c) Where circumstances permit, the Employer shall schedule an investigation meeting or disciplinary discussion with the Employee by giving reasonable advance notice which shall not be less than twenty-four (24) hours. At such discussion an Employee has the right to be accompanied by a representative of the Union.
- 33.08 In the event that an Employee is reported to their licensing body by the Employer, the Employee shall be so advised, and unless otherwise requested a written copy shall be forwarded to the Union forthwith.
- 33.09 An Employee absent for three (3) consecutive work days without good and proper reason and without notifying the Employer shall be considered to have terminated their services with the Employer.
- 33.10 Except for the dismissal of a probationary Employee, there shall be no suspension, dismissal or discipline except for just cause.
- 33.11 For the purposes of this Article, periods of time referred to in days shall be deemed to mean consecutive calendar days exclusive of Saturdays, Sundays and Named Holidays which are specified in Article 22.

AMEND – *The Employer would like to discuss this Article and reserves the right to table proposals at a later date.*

ARTICLE 37

GRIEVANCE PROCEDURE

37.01 **Grievance Definitions**

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

- (a) an individual grievance is a dispute affecting one (1) Employee. Such grievance shall be initiated at Step 1 of the grievance procedure as outlined in Article 37.05 except in cases of suspension or dismissal which will commence at Step 2; or
- (b) a group grievance is a dispute affecting two (2) or more Employees. Such grievance shall be initiated at Step 2 and processed therefrom in the same manner as an individual grievance as outlined in Article 37.05. A group grievance shall list all Employees affected by the grievance and the results of such grievance shall apply, proportionately if applicable, to all Employees listed on the original grievance; or
- (c) a policy grievance is a dispute between the Parties which, due to its nature, is not properly the subject of an individual or group grievance. Such grievance shall be initiated, in writing, within fifteen (15) days of the date the aggrieved Party first became aware of or reasonably should have become aware of the event leading to the grievance. If the policy grievance is a Union grievance, it shall commence at Step 2 **and be submitted in writing, stating the Article claimed to have been violated, the particulars of the grievance and the redress sought.** If the policy grievance is an Employer grievance, it shall be directed to the Union President and the President shall render a written reply within five (5) days of receipt. Upon receipt of response or failure to reply, the Employer may advance the grievance to arbitration.

Notwithstanding Article 37.01(a), (b) and (c) and Article 37.05 the Parties may mutually agree to advance the grievance to a subsequent step in the grievance process. In the event any management officers as named in the grievance steps are one and the same, the subsequent steps will be deemed to have been complied with.

37.02 **Authorized Representatives**

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

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

37.03 **Time Limits**

For the purposes of this Article, periods of time referred to in days shall be deemed such periods of time calculated on consecutive calendar days exclusive of Saturdays, Sundays and Named Holidays which are specified in Article 22.

37.04 **Mandatory Conditions**

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

37.05 **Steps in the Grievance Procedure**

At each step of the grievance procedure, the Parties shall exchange all particulars known to them and relevant to the issue in dispute that would assist in resolving the grievance. The Employer representative hearing the grievance must be different at each step in the grievance procedure.

(a) **Step 1 (Immediate Supervisor)**

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

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

If:

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

the grievance shall be submitted, in writing, stating the Article claimed to have been violated, the **nature particulars** of the grievance and the redress sought, **and the date of the Step 1 discussion**, to the Director of the Department or designated representative who shall reply in writing within ten (10) days of receiving the grievance. At the request of either Party, a grievance hearing shall be held prior to providing a written reply. If the grievance is not settled at this stage, it may be advanced to Step 3.

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

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

37.06

Arbitration

- (a) Either Party wishing to submit a grievance to Arbitration shall, within ten (10) days of the receipt of the decision at Step 3 of the grievance procedure, notify the other Party in writing of its intention to do so and name its appointee to the Arbitration Board, or state its desire to meet to consider the appointment of the single Arbitrator.
- (b) Within seven (7) days after receipt of notification provided for in Article 37.06(a) above, the Party receiving such notice shall:
 - (i) inform the other Party of the name of its appointee to an Arbitration Board; or

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

37.07 **Optional Mediation**

The Parties may mutually agree to non-binding mediation:

- (a) At any step in the grievance procedure outlined in Article 37.05, either Party may request that a Mediator be appointed to meet with the Parties, investigate and define the issues in dispute and facilitate a resolution.
- (b) The Mediator shall be appointed by mutual agreement between the Parties.

- (c) The purpose of the Mediator's involvement in the grievance process is to assist the Parties in reaching a resolution of the dispute, and anything said, proposed, generated or prepared for the purpose of trying to achieve a settlement is to be considered privileged and will not be used for any other purpose.
- (d) The expenses of the Mediator shall be equally borne by both Parties.
- (e) The grievance may be resolved by mutual agreement between the Parties.

AMEND – Subject to consequential amendments as applicable.

ARTICLE 40A

EXTENDED WORK DAY – FULL-TIME EMPLOYEES

- 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 $\frac{1}{4}$) hours per day, as determined by the start and finish times of the shift.

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

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

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

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 (1st) tour of duty on the new shift;
 - (iii) two (2) weekends off duty in each four (4) week period. "Weekend" shall mean a Saturday and the following Sunday. The period of time off must be at least fifty-nine (59) hours;
 - (iv) an Employee will not be required to work split shifts except by mutual agreement between the Employee and the Employer.
- (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 (1st) 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 ($\frac{1}{2}$) of the time during the shift cycle, provided that in the event of an emergency or where unusual circumstances exist, an Employee may be assigned to such shift as may be necessary. For the purpose of applying the foregoing, an Employee will be deemed to have been assigned day duty for those periods of time absent on vacation or on or for a Named Holiday, that would have, except for such absence, been day duty to which the Employee would have been assigned in accordance with the shift schedule. Scheduled days of rest shall not be considered as day duty for the purpose of applying this provision.

- 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 (1st) 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 **August 15, 2022** the first (1st) day of the first (1st) 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 ($1\frac{1}{2}X$) 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 ($7\frac{3}{4}$) hours pay at their Basic Rate of Pay; or
- (b) by mutual agreement, a day or hours off added to the Employee's next annual vacation.

- (c) failing mutual agreement of the alternate day off to be scheduled within thirty (30) calendar days following the Named Holiday, the Employee will be paid seven and three-quarter (7 $\frac{3}{4}$) hours at their Basic Rate of Pay.
- (d) Employees obliged to work on Christmas Day or August Civic Holiday shall be paid for all hours worked on the Named Holiday at two times (2X) the Basic Rate of Pay plus:
 - (i) an alternate day off at a mutually agreed time;
 - (ii) by mutual agreement, a day added to the Employee's next annual vacation; or
 - (iii) failing mutual agreement of the alternate day off to be scheduled within thirty (30) calendar days following the Named Holiday, the Employee will be paid seven and three-quarter (7 $\frac{3}{4}$) 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 (1st) pay period after March 1st 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 (1st) 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 1st through March 31st. Employees shall request such days as far in advance as possible. These days are for the purpose of attending to personal matters and family responsibilities, including, but not limited to attending appointments with family members. 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 1st 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 ($11\frac{1}{4}$)~~ **seven and three-quarter ($7\frac{3}{4}$)** 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 ($11\frac{1}{4}$)~~ **seven and three-quarter ($7\frac{3}{4}$)** 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 ($11\frac{1}{4}$)~~ **seven and three-quarter ($7\frac{3}{4}$)** hours.

(c) Personal Leave days are granted per incident as a full day. **The Employee may use vacation, or banked time for remaining hours in the shift that exceed seven and three-quarter ($7\frac{3}{4}$) hours.**

- (d) Any Personal Leave days not used by March 31st of each year shall not be carried over or paid out on termination of employment.
- (e) New employees hired after January 1st of each year shall not receive Personal Leave days until April 1st the following year.

AMEND – Subject to consequential amendments as applicable.

ARTICLE 40B

EXTENDED WORK DAY - PART-TIME EMPLOYEES

- 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 ¾) 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 ¼) hours per day, as determined by the start and finish times of the shift.

Hours of Work

The following provisions replace Articles 29A, 29B 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 ¼) 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 **August 15, 2022** ~~the first (1st) day of the first (1st) 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 (1st) 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 (1st) 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 (1st) shift of the changed schedule, unless fourteen (14) calendar days' notice of such change has been given.

- 40B.14
- (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 **August 15, 2022** ~~the first (1st) day of the first (1st) 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 **August 15, 2022** the first (1st) day of the first (1st) 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 **August 15, 2022** ~~the first (1st) day of the first (1st) 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 (1st) five (5) calendar days, to a maximum of thirty-eight and three-quarter (38 ³/₄) paid hours. The Employer may extend bereavement leave by up to two (2) additional days, to a maximum of fifteen and one-half (15 ¹/₂) paid hours, where travel is required. Bereavement leave may include normal days off and/or vacation but no additional payment is due therefore.
- (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 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 1st through March 31st. Employees shall request such days as far in advance as possible. These days are for the purpose of attending to personal matters and family responsibilities, including, but not limited to attending appointments with family members. 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 1st 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 ¹/₄)~~ **seven and three-quarter (7 ³/₄)** 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)~~ **seven and three-quarter (7 ¾)** 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)~~ **seven and three-quarter (7 ¾)** hours.
- (c) Personal Leave days are granted per incident as a full day. **The Employee may use vacation, or banked time for remaining hours in the shift that exceed seven and three-quarter (7 ¾) hours.**
- (d) Any Personal Leave days not used by March 31st of each year shall not be carried over or paid out on termination of employment.
- (e) New Employees hired after January 1st of each year shall not receive Personal Leave days until April 1st 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, prorated 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.

~~DELETE – consequential deletion contingent on Employer proposal to amend Article 31.06.~~

~~**ARTICLE 40C**~~

~~**EXTENDED WORK DAY – CASUAL EMPLOYEES**~~

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

AMEND**ARTICLE 42****EMPLOYMENT INSURANCE PREMIUM REDUCTIONS**

42.01

~~The Employee's portion of all monies from Employment Insurance Commission Premium Reductions shall be returned to all eligible Employees as a lump sum payment once each year or when an eligible Employee terminates or transfers to an Employment status which is not eligible for the payment. The payment to eligible Employees shall be processed in December each year.~~ **The Employee's portion of all monies from Employment Insurance Commission Premium Reductions shall be administered for the benefit of Employees by the Employer in accordance with the Employment Insurance Commission's regulations.**

~~DELETE – consequential~~

~~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 optional scheduling systems. Before doing so it shall ensure:~~

- ~~(a) — There would be widespread Employee support within the applicable unit, site, or program, for the implementation of the optional schedule.~~
- ~~(b) — It 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) 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).~~

~~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.~~

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

- (iii) such changes shall be confirmed in writing to the Employee, and a copy shall be provided to the Union.
2. Mutual agreement to amend FTEs shall not be considered a violation of the posting provisions of Article 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.

ON BEHALF OF THE EMPLOYERS

ON BEHALF OF THE UNION

Kaela Colbert
Lead Negotiator

Kate Robinson
Union Representative, Negotiations

DATE: _____

DATE: _____

DELETE**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
Mental Health Aide Certificate	\$0.45

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.~~

AMEND**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.

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 **and Employee Benefits**.
- 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.
- **Meeting with the Indigenous Wellness Core**

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.

ON BEHALF OF THE EMPLOYER

ON BEHALF OF THE UNION

Kaela Colbert
Lead Negotiator

Kate Robinson
Union Representative, Negotiations

DATE: _____

DATE: _____

DELETE**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.~~

AMEND – Note: Pay scales will be updated to reflect any agreed to wage increases.

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 The following HCA pay grade scales applies:**

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

	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7
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

	Step 1
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

	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8
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

	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7
April 1, 2023	\$21.86	\$22.57	\$23.25	\$24.01	\$24.55	\$25.26	\$26.03
2% LSPA Rate	\$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 scale**, 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 **from the Alberta HCA Directory** submitted by the Employee; or
 - (b) Completion of an educational program deemed substantially equivalent **by the Alberta HCA Directory** (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 substantially equivalent** as per paragraph 2 above, shall be hired at Step 1 of the "Non-Certified" pay **grade scale** 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 **eighteen (18) twelve (12)** months of their date of hire.
4. (a) An Employee who is placed on the non-certified pay **grade-scale** and during the term of this Collective Agreement successfully obtains the HCA certificate shall be moved to **Step 1 of** the "Certified" pay **grade scale** 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.~~
- (eb) ~~Part-time and Casual~~ Employees shall be entitled to **a further** increment following the completion of **two one thousand two eight hundred and twenty-two point seven five (2,022.75) 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.~~
- 7.5** This Letter of Understanding shall remain in force and effect in accordance with Article 1.

ON BEHALF OF THE EMPLOYERS

ON BEHALF OF THE UNION

Kaela Colbert
Lead Negotiator

Kate Robinson
Union Representative, Negotiations

DATE: _____

DATE: _____

DELETE**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.~~

AMEND

LETTER OF UNDERSTANDING #14

BETWEEN

ALBERTA HEALTH SERVICES

- and -

ALBERTA UNION OF PROVINCIAL EMPLOYEES

RE: MONTHLY ALLOWANCE FOR LPN - PERSONAL SUPPORT COORDINATORS

The Parties agree as follows:

1. This Letter of Understanding applies at:
 - (a) Beaverlodge Public Health Centre,
 - (b) Fairview Health Complex,
~~Grande Cache Community Health Complex,~~
 - (c) Grande Prairie Virene Building,
 - (d) ~~Grimshaw / Berwyn and District Community Health Centre Complex,~~
 - (e) High Prairie Health Complex,
 - (f) Manning Community Health Centre,
 - (g) Peace River Community Health Centre,
 - (h) ~~Queen Elizabeth II Ambulatory Care Centre in Grande Prairie~~
 - (i) Sacred Heart ~~Community~~ Health Centre in ~~McLennan,~~
 - (j) ~~Slave Lake Healthcare Centre,~~
 - (k) Smithfield Lodge in Westlock,
 - (l) Spirit River ~~Community Health Services Public Health Centre,~~
 - (m) Valleyview ~~Community Health Services Public Health Centre, and~~
 - (n) ~~Westlock Continuing Care Centre.~~
~~Vanderwell Lodge in Slave Lake.~~
2. Employees employed as **LPN -** Personal Support Coordinators with the Employer assume additional responsibilities.
3. In recognition of these additional responsibilities, ~~a-**LPN -**~~ 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. An LPN - Personal Support Coordinator is not eligible for, and shall not receive, the premium provided under Article 18.02 in Article 18: Temporary Assignments.

ON BEHALF OF THE EMPLOYER

ON BEHALF OF THE UNION

Kaela Colbert
Lead Negotiator

Kate Robinson
Union Representative, Negotiations

DATE: _____

DATE: _____

DELETE**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.~~~~

DELETE – *consequential deletion*

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.~~

~~DELETE – Consequential deletion as Employer is proposing to incorporate as a listed task, for the Task Force.~~

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 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.

~~DELETE – The supplementary health plan improvements have been incorporated into the plan.~~

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.~~

AMEND – consequential amendment**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~~ **The Parties agree to regular discussion and evaluation of the Optional Consequential Internal Vacancy Process** ~~jointly evaluate and~~ 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

ON BEHALF OF THE UNION

Kaela Colbert
Lead Negotiator

Kate Robinson
Union Representative, Negotiations

DATE: _____

DATE: _____

AMEND

LETTER OF UNDERSTANDING #24

BETWEEN

ALBERTA HEALTH SERVICES

- and -

ALBERTA UNION OF PROVINCIAL EMPLOYEES

RE: RURAL CAPACITY INVESTMENT FUND

~~In addition to the provisions outlined in this Collective Agreement, effective the date of ratification[†]~~

1. ~~The Parties~~ Employer agrees to **continue** ~~implement~~ a Rural Capacity Investment Fund (“the Fund”). The Fund ~~will be will allocate \$4.2 million per fiscal year used for the purposes of~~ recruitment and retention incentives and for relocation assistance. **The Fund will allocate the following amounts per fiscal year as follows:-**

- April 1, 2024 \$4,368,000
- April 1, 2025 \$4,542,720
- April 1, 2026 \$4,724,429
- April 1, 2027 \$4,913,406

2. **Purpose of the Fund**

(a) The Fund will be used to support initiatives aimed at addressing recruitment and retention challenges experienced by sites/programs/positions, deemed by the **Employer 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.**

(b) 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 the recruitment and retention initiatives may vary, depending on the identified needs.

(c) 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 timing for reaching an agreement and obtaining ratification is likely to influence funding for the fiscal year ending March 31, 2022.

3. Operation of the Fund

- (a) A Rural Capacity Investment Fund Committee (“the Committee”) shall be established within thirty (30) days of ratification.
- (b) 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.
- (c) The Committee will be facilitated by a third party. The Facilitator’s fees shall be paid from the Fund.**
- (d) 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.
- (e) The purpose of **these the Committee** meetings is as follows:
- to share information on the sites/programs/positions the **Parties Employer** deems 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.
4. 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.
5. Administration of the Fund shall be in compliance with AHS Finance and Audit requirements **and Employer Policies**.
6. This Letter of Understanding shall expire on March 30, **2028 2024**.

ON BEHALF OF THE EMPLOYER

ON BEHALF OF THE UNION

 Kaela Colbert
 Lead Negotiator

 Kate Robinson
 Union Representative, Negotiations

DATE: _____

DATE: _____

DELETE – consequential deletion

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~~**

1. ~~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.~~
2. ~~For the purposes of this one time 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.~~

AMEND

Main Salary Schedule*

Date of Ratification or April 1, 2024, whichever is later:	2.00%
April 1, 2025	2.00%
April 1, 2026	1.75%
April 1, 2027	1.75%

Addendum A: Local Conditions*

Date of Ratification or April 1, 2024, whichever is later:	2.00%
April 1, 2025	2.00%
April 1, 2026	1.75%
April 1, 2027	1.75%

*The Employer reserves the right to table proposals at a later date regarding additions, deletions, movement, or retitling of classifications.

MAIN SALARY SCHEDULE

~~Rehabilitation Attendant~~ – Moved to Local Condition for North Zone

~~Rehabilitation Care Worker~~ – Moved to Local Condition for South Zone

	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8
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

	Step 1
April 1, 2023	\$20.78
2% LSPA Rate	\$21.20

Health Care Aide – Certified

	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8
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

	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7
April 1, 2023	\$21.86	\$22.57	\$23.25	\$24.01	\$24.55	\$25.26	\$26.03
2% LSPA Rate	\$22.30	\$23.02	\$23.72	\$24.49	\$25.04	\$25.77	\$26.55

Mental Health Aide

Psychiatric Aide

~~Recreation Aide~~ – Moved to Local Condition for Central Zone

	Step 1	Step 2	Step 3	Step 4	Step 5
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

	Step 1	Step 2	Step 3	Step 4	Step 5
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 – Moved to Local Condition for South Zone

	Step 1	Step 2	Step 3	Step 4	Step 5
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 – Moved to Local Condition for Central Zone

	Step 1	Step 2	Step 3	Step 4	Step 5
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 – Moved to Local Condition for North Zone**Mental Health Support Worker – AHS has no incumbent employees, classification no longer used.****Physiotherapy Assistant – AHS has no incumbent employees, classification no longer used.**

	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6
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

	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8
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 – Reclassified to Licensed Practical Nurse, please see LOU

	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8
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

Licensed Practical Nurse – Operating Room Technician**Licensed Practical Nurse – Orthopaedic Technician**

	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8
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

Licensed Practical Nurse – Connect Care Credentialed Trainer

	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7
April 1, 2023	\$31.21	\$32.84	\$34.57	\$36.39	\$38.21	\$40.13	\$42.13
2% LSPA Rate	\$31.83	\$33.50	\$35.26	\$37.12	\$38.97	\$40.93	\$42.97

Orthopaedic Technician

	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9
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**South Zone****Alfred Egan Home and Fort Macleod Health Centre****Rehabilitation Care Worker**

	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8
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

South Zone**Regional Resource Centre - Medicine Hat Regional Hospital****Mental Health Therapy Assistant**

	Step 1	Step 2	Step 3	Step 4	Step 5
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

Central Zone**Centennial Centre for Mental Health and Brain Injury****Recreation Aide**

	Step 1	Step 2	Step 3	Step 4	Step 5
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

Drop-In Centre Supervisor

	Step 1	Step 2	Step 3	Step 4	Step 5
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

North Zone**Valleyview Health Centre and Westlock Continuing Care Centre****Rehabilitation Attendant**

	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8
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

North Zone**Gift Lake Community Health Services and Elizabeth Settlement Community Hall****Community Health Representative Worker**

	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6
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

North Zone

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

Licensed Practical Nurse – Personal Support Coordinator

	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8
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

ADDENDUM B: LOCAL CONDITIONS

Lamont Health Care Centre

Physiotherapy Assistant

	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6
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

NEW**LETTER OF UNDERSTANDING****BETWEEN****ALBERTA HEALTH SERVICES****- and -****ALBERTA UNION OF PROVINCIAL EMPLOYEES****RE: LPN – RENAL DIALYSIS RECLASSIFICATION**

The Parties agree to the following reclassification:

1. Effective the Date of Ratification, the Licensed Practical Nurse – Renal Dialysis classification will be reclassified to that of a Licensed Practical Nurse. New Employees will be paid in accordance with the Licensed Practical Nurse pay scale as outlined in the Main Salary Schedule.
2. In accordance with Article 14.04(b), Employees who currently hold an LPN – Renal Dialysis position shall continue to receive their previous Basic Rate of Pay until the Basic Rate of Pay for the Licensed Practical Nurse classification is equal to or greater than their previous Basic Rate of Pay, or for a period of twenty-four months, whichever is earlier, at which time, they will then receive the Basic Rate of Pay for the Licensed Practical Nurse classification.

ON BEHALF OF THE EMPLOYERS

ON BEHALF OF THE UNION

 Kaela Colbert
 Lead Negotiator

 Kate Robinson
 Union Representative, Negotiations

DATE: _____

DATE: _____

NEW**LETTER OF UNDERSTANDING****BETWEEN****ALBERTA HEALTH SERVICES****- and -****ALBERTA UNION OF PROVINCIAL EMPLOYEES****RE: LPN – ORTHOPAEDIC TECHNICIAN PAY SCALE ADJUSTMENTS**

The Parties agree to the following pay scale adjustments:

1. Effective the Date of Ratification, all Employees hired in the LPN – Orthopaedic Technician classification will be placed on the following New Pay Scale:

Licensed Practical Nurse – Orthopaedic Technician

	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8
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
April 1, 2024								
2% LSPA Rate								
April 1, 2025								
2% LSPA Rate								
April 1, 2026								
2% LSPA Rate								
April 1, 2027								
2% LSPA Rate								

2. In accordance with Article 14.04(b), Employees hired in an LPN – Orthopaedic Technician position prior to the Date of Ratification will continue to receive their previous Basic Rate of Pay until the Basic Rate of Pay in the New Pay Scale is equal to or greater than their previous Basic Rate of Pay, or for a period of twenty-four months, whichever is earlier, at which time, they will then receive the Basic Rate of Pay as outlined in the New Pay Scale.
3. The list of Employees hired in an LPN – Orthopaedic Technician position prior to the Date of Ratification is the following:
 - [List of Employees names to be entered at Date of Ratification]

ON BEHALF OF THE EMPLOYERS

ON BEHALF OF THE UNION

 Kaela Colbert
 Lead Negotiator

 Kate Robinson
 Union Representative, Negotiations

DATE: _____

DATE: _____

AUPE ANC – Employer Ingoing Proposal Package – March 13, 2024

NEW**LETTER OF UNDERSTANDING #XX****BETWEEN****ALBERTA HEALTH SERVICES****- and -****ALBERTA UNION OF PROVINCIAL EMPLOYEES****RE: TEN (10) MONTH POSITIONS**

1. Subject to operational requirements, whereas the Employer provides programs that are operationally suited to ten (10) months of employment each year, the Employer may implement ten (10) month positions.
2. In areas where there is a blend of ten (10) and twelve (12) month positions, the Employer will endeavour to honour a request made by an Employee to work a ten (10) month position based on operational requirements. Operational requirements include, but are not limited to, such criteria as client needs, coverage for core operational school year terms as applicable, and coverage for core twelve (12) month operations.
3. Reasonable notice of twelve (12) weeks will be required to implement a ten (10) month position, unless mutually agreed to in writing between the Employee and Employer.
4. Reasonable notice of twelve (12) weeks will be required to revert an implemented ten (10) month position to a twelve (12) month position, unless mutually agreed to in writing between the Employee and Employer. Reverting a ten (10) month position is not considered a layoff, provided there is no involuntary reduction to the Employee's FTE.
5. Except as modified by this Letter of Understanding, all other Articles of the Collective Agreement shall remain in force and effect.
6. The Parties agree to the following terms and conditions for Employees hired into ten (10) month positions:
 - (a) **Employee FTE**
 - (i) Employees will be hired as Regular Part-time Employees. Employees may request in writing to reduce their FTE in order to become eligible for a ten (10) month position based on operational requirements. Such request shall be made in accordance with LOU #2 re: Mutual Agreement to Adjust FTEs, and shall not be unreasonably denied.

(b) Cycle of the Shift Schedule

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

(c) **Shift Schedule**

- (i) Scheduled hours of work will be such that all hours for an FTE will be scheduled during a ten (10) month period, that aligns with the annual school term (e.g. September to June).
- (ii) Unscheduled days for each FTE will be provided in the months after the school term (e.g. July and August).

(d) **Overtime**

- (i) Employees will be eligible for overtime as outlined in Article 29C.02: Overtime. The unscheduled days are not considered scheduled days of rest.

(e) **Vacation**

- (i) Employees will be eligible for vacation time.
- (ii) Unless mutually agreed to between the Employee and the Employer, vacation shall be taken during the ten (10) month period and will coincide with breaks in the school term (e.g. Christmas break, Spring break, professional development days, etc.).
- (iii) Excess vacation not taken during these break periods will be scheduled during the ten (10) month period as per Article 23.04: Time of Vacation.
- (iv) Vacation will not be utilized during the months after the school term (e.g. July and August).

(e) **Sick Leave**

- (i) Sick leave benefits for eligible Employees will be payable during the period where Employees are scheduled to work. Should an Employee become ill during the period of unscheduled days, no sick leave benefits will be payable during these unscheduled days.

(f) **Short-Term and Long-Term Disability**

- (i) If an eligible Employee becomes disabled anytime during the period of scheduled working hours, benefits will be payable during the period of scheduled hours.
- (ii) If a disability occurs while an Employee is on unscheduled days, no payment will be received until such time as they are regularly scheduled to work.

(iii) Employees will follow the normal waiting periods for short-term and long-term disability.

(g) Benefit Premiums

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

7. This Letter of Understanding shall remain in force and effect in accordance with Article 1: Term of Collective Agreement.

ON BEHALF OF THE EMPLOYER

ON BEHALF OF THE UNION

Kaela Colbert
Lead Negotiator

Kate Robinson
Union Representative, Negotiations

DATE: _____

DATE: _____

NEW

LETTER OF UNDERSTANDING #XX

BETWEEN

ALBERTA HEALTH SERVICES

- and -

ALBERTA UNION OF PROVINCIAL EMPLOYEES

RE: TRANSITIONAL PROVISIONS FOR EMPLOYEES
MOVING INTO THE BARGAINING UNIT

1. The Parties agree to the following transitional provisions for Alberta Health Services employees that move from non-union exempt positions, or from other bargaining units, into the Auxiliary Nursing Care (ANC) Bargaining Unit as a result of a decision from the Alberta Labour Relations Board, a reclassification, or from an agreement between the Parties.
2. For a transition into the ANC Bargaining Unit, the Employer shall identify the following dates for each transition:
 - (a) **Implementation Date** – Unless expressly addressed otherwise in this Letter of Understanding, the Implementation Date will be the date upon which the terms and conditions of the AHS/AUPE ANC Collective Agreement apply.
 - (b) **Benefit Implementation Date** – The date upon which the Employee(s) will be covered by the AUPE ANC Benefit plan.
3. For a transition into the ANC Bargaining Unit, the following provisions shall apply as they relate to the respective Articles in the AHS/AUPE ANC Collective Agreement:
 - (a) **Article 4: Union Membership and Dues Deduction**
 - (i) AUPE dues deductions from Employees shall take effect on the Implementation Date.
 - (b) **Article 8: Probationary Period / Orientation**
 - (i) Employees who have not completed their probation as of the Implementation Date shall serve the remaining portion of their probationary period in accordance with the AHS/AUPE ANC Collective Agreement.
 - (c) **Article 9: Seniority**

- (i) Seniority shall be the date Employees were hired with the Employer (including continuous service with a former entity that is contiguous with their service with AHS), provided that there was no break in service.
- (d) **Article 11: Appointments, Transfers, and Vacancies – Trial Period**
 - (i) Employees who have not completed their trial period as of the Implementation Date shall serve the remaining portion of their trial period in accordance with the AHS/AUPE ANC Collective Agreement.
- (e) **Articles 12A, 12B, 29A, 29B, 29C, 31.02, 40A and 40B (the ‘Hours of Work Articles’): Hours of Work**
 - (i) The Parties agree that hours of work and schedules will comply with the AHS/AUPE ANC Collective Agreement within one hundred and twenty (120) days of the Implementation Date.
- (f) **Modified Workdays and Flexible Work Schedules**
 - (i) The parties agree to review all existing modified workday/flexible work schedule agreements within one hundred and twenty (120) days of the Implementation Date to ensure compliance with the AHS/AUPE ANC Collective Agreement.
 - (ii) Banked hours accrued as a result of any of the aforementioned arrangements shall be maintained and transferred intact.
 - (iii) Any time off associated with any of these arrangements and approved prior to the Implementation Date shall not be cancelled or modified as a result of this transition.
- (g) **Article 13: Overtime**
 - (i) As of the Implementation Date, Employees will be eligible for overtime in accordance with the AHS/AUPE ANC Collective Agreement.
 - (ii) Overtime banks accrued up to the implementation date shall be maintained and transferred up to a maximum of thirty-eight point seven five (38.75) hours. Any hours in excess of the thirty-eight point seven five (38.75) hours will be paid out prior to the Implementation Date.
 - (iii) As of the Implementation Date, Overtime banks will be administered in accordance with the AHS/AUPE ANC Collective Agreement.
 - (iv) Overtime days in lieu that have been approved prior to the Implementation Date shall not be cancelled or modified as a result of this transition.
- (h) **Article 14: Salaries**

- (i) Effective the Implementation Date, Employees will be placed at the Step on the ANC salary scale that is closest to, but not less than, the current hourly basic rate of pay. If the Employee's current hourly basic rate of pay is greater than the top step for the classification, the Employee shall be placed on the top-step of the Salary Schedule and red-circled for twenty-four (24) months, or until the rate in the Salary Schedule equals or exceeds their red-circled rate, whichever is sooner.
 - (ii) Full-time Employees who receive a pay increase shall have their increment anniversary date for future increases established as the Implementation Date.
 - (iii) Part-time and Casual Employees who receive a pay increase shall earn hours towards their next increment as of the Implementation Date.
- (i) **Article 22: Named Holidays**
- (i) As of the Implementation Date, Employees will be eligible for Named Holidays in accordance with the AHS/AUPE ANC Collective Agreement.
 - (ii) Named Holiday banks, including the Floater Holiday bank, accrued up to the Implementation Date shall be maintained and transferred intact.
 - (iii) As of the Implementation Date, Named Holiday banks will be administered in accordance with the provisions of the AHS/AUPE ANC Collective Agreement.
 - (iv) Time off in lieu of a Named Holiday approved prior to the Implementation Date shall not be cancelled or modified as a result of this transition.
- (j) **Article 23: Annual Vacation**
- (i) Employees shall have their continuous service date with AHS (including continuous service with a former entity that is contiguous with their service with AHS) recognized for the purpose of establishing annual vacation entitlement.
 - (ii) Commencing on the Implementation Date, an Employee's vacation entitlement shall be in accordance with the AHS/AUPE ANC Collective Agreement. If, as of the Implementation Date, the Employee's vacation entitlement exceeds the entitlement under the AHS/AUPE ANC Collective Agreement, the Employee will maintain their vacation entitlement until it is matched by the applicable rate under the Collective Agreement.
 - (iii) Vacation banks accrued up to the Implementation Date shall be maintained and transferred intact. As of the Implementation Date, Vacation banks will be administered in accordance with the provisions of the AHS/AUPE ANC Collective Agreement.
 - (iv) Subject to the provisions of the AHS/AUPE ANC Collective Agreement, vacation days approved prior to the Implementation Date shall not be cancelled or modified as a result of this transition.

(k) Article 25: Sick Leave

- (i) Sick leave accrued up to the Implementation Date shall be maintained and transferred to a maximum of nine-hundred and thirty (930) hours. As of the Implementation Date, sick leave credits will be administered in accordance with the provisions of the AHS/AUPE ANC Collective Agreement.

(l) Article 24: Employee Benefit Plans

- (i) Eligible employees shall be placed in the common AHS/AUPE ANC benefit plan effective the Benefit Implementation Date.
- (ii) Employees who had benefits prior to implementation date shall not lose coverage solely as a result of transition.
- (iii) Treatments with a service date prior to the Benefit Implementation Date will remain subject to the provisions of the previous benefit plan.
- (iv) Treatments with a service date as of the Benefit Implementation Date or later will be subject to the provisions of the AHS/AUPE ANC benefit plan.
- (v) Any eligible expenses incurred prior to the Benefit Implementation Date are eligible to be claimed against the previous benefit plan provided that such claim is submitted to and received by Alberta Blue Cross within two (2) calendar months of the former benefit plan terminating.
- (vi) No waiting period will be required for Employees enrolling in the Benefit Plan as a result of this transition.

(m) Employees Absent Due to WCB, STD, LTD, or Leave of Absence

- (i) Employees who are absent due to Workers' Compensation, Short Term Disability, Long Term Disability, or approved Leave of Absence on the Implementation Date shall continue under the previous terms and conditions of employment or Collective Agreement.
- (ii) The terms and conditions of the AHS/AUPE ANC Collective Agreement and the transition provisions of this Letter of Understanding shall apply effective the date the Employee returns to work.

(n) Article 27.09: Leave of Absence - Personal Leave

- (i) Effective the next April 1 after the Implementation Date, eligible Employees shall receive personal leave in accordance with the provisions of the AHS/AUPE ANC Collective Agreement.

(o) **Article 28: Pension Plan**

- (i) Eligible Employees will continue to participate in the Local Authorities Pension Plan in accordance with the AHS/AUPE ANC Collective Agreement.

(p) **Flexible Spending Account (FSA)**

- (i) As of the Benefits Enrollment Date, Employees shall be covered by Letter of Understanding #7 – Flexible Spending Account in the AHS/AUPE ANC Collective Agreement. For the purposes of implementation, the allocation to the FSA shall be pro-rated based upon the Employee’s FTE as of the Implementation Date and number of months remaining in the calendar year as of the Benefits Enrollment Date.
- (ii) AHS shall confirm an allocation period for all eligible Employees in order to allocate funds for utilization of their FSA for the remainder of the calendar year following the Implementation Date.

(q) **Long Service Pay Adjustment**

- (i) Employees shall have their continuous service date with AHS (including continuous service with a former entity that is contiguous with their service with AHS) recognized for the purpose of establishing eligibility to the Long Service Pay Adjustment.

4. **Employee Notification**

- (a) The Employer shall notify the impacted Employee(s) in writing, with a copy of the notification to the Union. The notification shall include the following:
- (i) Confirmation of the Implementation Date of the transition;
- (ii) Employment status (i.e. Regular Full-time, Regular Part-time, Temporary Full-time, Temporary Part-time, or Casual);
- (iii) FTE;
- (iv) Classification;
- (v) Step in the Salary Schedule and Basic Rate of Pay;
- (vi) Confirmation of the Benefit Implementation Date;
- (vii) Seniority Date;
- (viii) Date of Hire with the Employer;
- (ix) Vacation Entitlement;

- (x) Sick leave, vacation banks, named holiday bank, and overtime bank.
 - (b) In addition, employees will receive additional information outlining significant changes to the benefits plan.
 - (c) The Employee shall have sixty (60) consecutive calendar days from the date of notification of the information above to advise the Employer, in writing, if the Employee believes the information to be incorrect.
 - (d) An Employee who has reason to believe that they have been improperly reclassified and disagrees with the Classification decision shall have fifteen (15) consecutive calendar days from the date of notification to submit a Classification Appeal Request, in writing, to the Employer in accordance with Article 14.07 of the AHS/AUPE ANC Collective Agreement.
5. The Parties agree to meet to discuss unique circumstances (hours of work arrangements, specific Letters of Understanding, local conditions, etc.) that may arise as a result of this Letter of Understanding.
 6. This Letter of Understanding shall remain in force and effect in accordance with Article 1: Term of Collective Agreement.

ON BEHALF OF THE EMPLOYER

ON BEHALF OF THE UNION

 Kaela Colbert
 Lead Negotiator

 Kate Robinson
 Union Representative, Negotiations

DATE: _____

DATE: _____

Discussion Point: *The Employer would like to discuss the potential of piloting a Rural Locum Program to support Licensed Practical Nurse and Health Care Aide staffing, and how such a program might alleviate staffing pressures within rural areas.*

Discussion Point: *The Employer would like to discuss the transition of employees in the Nursing Attendant holding classification to the GSS bargaining unit.*