

**MULTI-EMPLOYER
COLLECTIVE AGREEMENT**

BETWEEN THE

**PROVINCIAL HEALTH AUTHORITIES OF ALBERTA
(on behalf of the Employers listed in Appendix A)**

- and -

**ALBERTA UNION OF PROVINCIAL EMPLOYEES
on behalf of:**

**Local 043 - Auxiliary Nursing Care - North
Local 044 - Auxiliary Nursing Care - South
Local 045 - Auxiliary Nursing Care - Calgary & Area
Local 046 - Auxiliary Nursing Care - Edmonton & Area**

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COLLECTIVE AGREEMENT made this ____ day of _____, 2002.

BETWEEN

(hereinafter referred to as the "Employer")

OF THE FIRST PART

AND

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

OF THE SECOND PART

PREAMBLE

WHEREAS the Parties are mutually desirous of entering into a Collective Agreement setting forth rates of pay, hours of work, and other terms and conditions of employment.

NOW THEREFORE THIS COLLECTIVE AGREEMENT WITNESSETH:

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 Provincial Health Authorities of Alberta exchange notice of ratification by their principals of the terms of this Collective Agreement, up to and including March 31, 2004 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 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 Agreement, the remaining provisions shall remain in effect for the term of the Agreement.

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 Salaries 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 the "Hours of Work" Article of this Collective Agreement;
 - (ii) "Part-time Employee" is one who is regularly scheduled for less than the normal hours specified in the "Hours of Work" Article 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 six (6) months; or
 - (ii) 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
 - (iii) to replace a Full-time or Part-time Employee who is on leave due to illness or injury where the Employee has indicated that the duration of such leave will be in excess of three (3) months.

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 and/or facility.
- 2.08 Feminine Gender shall mean and include the masculine and similarly, the singular shall include the plural and vice-versa, as applicable.
- 2.09 "Facility" shall mean the health facility administered by the Employer as outlined in Appendix A.
- 2.10 "Registration" shall take meaning from the *Health Disciplines Act* R.S.A. 1980, c. H-3.5 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 or the Voluntary Recognition Agreement.
- 2.17 "Ambulance" shall include any vehicle or conveyance used for ambulance duty.

ARTICLE 3

RECOGNITION

- 3.01 The Employer acknowledges that when duly certified as the bargaining agent for Employees described in the certificate issued by the Alberta Labour Relations Board, the Union has exclusive authority to bargain collectively on behalf of the Employees in the Unit for which it is certified and to bind them by a Collective Agreement.
- 3.02 When voluntarily recognized by the Employer, the Union shall have exclusive authority to bargain collectively on behalf of the Employees in the unit composed of those Employees employed in employment classifications identified in the Salaries Schedule appended hereto, and to bind them by a Collective Agreement.
- 3.03 No Employee shall be required or permitted to make any written or verbal agreement which may be in conflict with this agreement.
- 3.04 (a) For the purposes of this Agreement, the Union will be represented by its properly appointed officers. The Union shall provide the Employer with a current list of the officers' names.
- (b) The Employer shall grant Union Representatives access to its premises for Union business subject to the approval of the Director of Human Resources or her Designate.
- 3.05 Union membership meetings may be held on Employer premises subject to the approval of the Employer.

ARTICLE 4

UNION MEMBERSHIP AND DUES DEDUCTION

- 4.01 An Employee shall have the right to wear or display the recognized insignia of the Union, however, no such insignia larger than a lapel pin shall be worn while on

duty and no lapel pin shall be worn while in nurseries. No Union insignia shall be displayed on the Employer's equipment or facilities.

- 4.02 (a) Membership in the Union is voluntary.
- (b) All Employees have the right:
- (i) to be members of the Union and to participate in its lawful activities;
- (ii) to bargain collectively with the Employer through the Union.
- 4.03 The Employer will, as a condition of employment, deduct from the earnings of each Employee covered by this Collective Agreement an amount equal to the dues as determined by the Union.
- 4.04 Consistent with the payroll system of the Employer, the Union will advise the Employer of the amount of its membership dues. An amount equal to said membership dues will be deducted from each Employee at the prescribed rate and remitted to the Union not later than the fifteenth (15th) of the month following. The remittance shall be accompanied by a list specifying the following:
- (a) the Employee's name;
- (b) the classification;
- (c) the amount of deduction for each Employee; and
- (d) the Employee's gross pay.
- 4.05 The dues structure of the Union shall be on a percentage basis and the Union shall give not less than thirty (30) days notice of any change in the rate at which dues are to be deducted. Any change in the amount of deductions shall be implemented by the Employer at the next possible pay period following expiry of the notice period.
- 4.06 Where an accounting adjustment is necessary to correct an over or under payment of dues, it shall be effected in the succeeding month.
- 4.07 The Employer shall indicate the dues deducted and enter the amount on the T-4 Slips supplied to the Employee.

ARTICLE 5

MANAGEMENT RIGHTS

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

ARTICLE 6

NO DISCRIMINATION

- 6.01 There shall be no discrimination, restriction or coercion exercised or practiced in respect of any Employee by either party by reason of age, race, colour, creed, national origin, political or religious belief, gender, sexual orientation, marital status, physical or mental disability nor by reason of membership or non-membership or activity in the Union nor in respect of an Employee's or Employer's exercising any right conferred under this Agreement or any law of Canada or Alberta.
- 6.02 Article 6.01 shall not apply with respect to a refusal, limitation, specification or preference based on a *bona fide* occupational requirement.

ARTICLE 7

IN-SERVICE PROGRAMS

- 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) 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) The Employer shall make available an annual in-service on the prevention and management of staff abuse, and other in-service education programs as deemed appropriate for the purpose of maintaining proficiency.
- (e) The Employer shall make available in each facility no fewer than five (5) current nursing journals.

ARTICLE 8

PROBATIONARY PERIOD/ORIENTATION

- 8.01 (a) An Employee shall serve a single probationary period of five hundred and three and three-quarter (503 3/4) hours worked for each period of continuous employment not interrupted by termination or dismissal. In the case of Part-time, Temporary, or Casual Employees who upon completion of six (6) calendar months employment and who have not completed five hundred and three and three quarter (503 3/4) hours, their probationary period shall be deemed to have been completed.
- (b) The probationary period may be extended for a period up to an additional five hundred and three and three-quarter (503 3/4) hours worked, by consent of the Union.

- (c) During the probationary period, the Employee may be terminated for any reason, without notice or pay in lieu of notice, except as may be provided by the provisions of the *Alberta Employment Standards Code*.
- (d) The Employer shall provide a reason for the termination to the Employee, and the Employee shall not have recourse to the grievance procedure set out in this Collective Agreement with respect to termination.

8.02 Subject to Article 10, the Employer shall provide a performance appraisal of each probationary Employee at least once during her probationary period.

8.03 The Employer shall provide a paid orientation for all new Employees, including:

- (a) orientation for each shift pattern (days, and/or evenings, and/or nights) that the Employer assigns the Employee to work; and
- (b) an orientation to the facility and/or Employer organization as determined by the Employer.

8.04 A representative of the Union shall have the right to make a presentation of up to forty-five (45) minutes during the paid orientation of new Employees. Attendance at the presentation shall not be compulsory.

8.05 Additional orientation requested by an Employee will not be unreasonably denied.

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).

9.02 Seniority shall be considered in determining:

- (a) assignment of available shift schedules subject to the provisions of Articles 12, 29 and 40;
- (b) preference of vacation time in Article 23;

- (c) layoffs and recalls, subject to the provisions specified in Article 32;
- (d) transfers and in filling vacancies within the bargaining unit subject to the provisions specified in Article 11.

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 32.08.

9.04 (a) The seniority list will be updated by the Employer and posted on the Bulletin Board provided pursuant to the provisions of Article 34, not less frequently than every six (6) months following the first (1st) of the month following the date of ratification. Copies of said seniority lists will be provided to the Union following posting. The Union shall have three (3) months in which to take issue with the seniority list, otherwise the seniority list will be deemed to be correct.

- (b) The seniority list shall include the following information: name, date of hire, classification, FTE.

9.05 Should a difference arise regarding an Employee's seniority, the Employer will provide the Employee with the information necessary to establish accurate seniority.

ARTICLE 10

PERFORMANCE APPRAISALS

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

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

- (b) Meetings for the purpose of the performance appraisal interview shall be scheduled by the Employer with reasonable advance notice. At the interview, the Employee shall be given a copy of her performance appraisal document. The Employee shall sign her performance appraisal for the sole purpose of indicating that she is aware of the performance appraisal, and shall have the right to respond in writing within ten (10) days of the interview and that reply shall be placed in her personnel file.
- 10.03
 - (a) By appointment made at least three (3) working days in advance, an Employee may view her personnel file at her work facility once each year or when the Employee has filed a grievance. An Employee may be accompanied by a Union Representative when viewing her personnel file.
 - (b) An Employee shall be given a copy of the contents of her personnel file upon request, not more frequently than once in a calendar year, or when the Employee has filed a grievance, provided that she first pays to the Employer a reasonable fee, established by the Employer to cover the cost of copying. Such fees shall be waived where the Employee requests a copy of material related to an individual grievance filed on behalf of the Employee.
- 10.04 An Employee's performance appraisal shall not be released by the Employer to any person except to a Board of Arbitration, or as required by law, without the written consent of the Employee.

ARTICLE 11

APPOINTMENTS AND TRANSFERS

- 11.01
 - (a) The Employer shall post within the facility(s) 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 informational purposes only, notices of vacancies shall be available at all sites operated by the Employer.
 - (b) The posting shall contain the following information:
 - (i) qualifications required;
 - (ii) employment status.

Also, 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 Applications for vacancies or transfers, shall be made in writing to such officer as the Employer may designate.
- 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 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.
- 11.05 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 she is filling.
- 11.06 (a) Transfers shall be on a trial basis. The transferred Employee shall serve a trial period of three hundred forty-eight point seven-five (348.75) hours worked, in which to demonstrate the ability to fill the new position satisfactorily. The trial period may be extended by the number of working hours absent for any reason during the trial period. 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 reinstatement is not possible, the Employer shall assign the Employee to a similar position consistent with her 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 her former position.
- (b) In the event that an Employee returns to her former position pursuant to Article 11.06(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 her initial probationary period shall complete the initial probationary period as well as the trial period in Article 11.06(a) above.

11.07 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.

11.08 A Regular Employee who applies for and is successful on a temporary posting shall maintain her 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 her former position. At the completion of her temporary term, the Casual Employee shall resume the normal terms and conditions of employment applicable to a Casual Employee.

ARTICLE 12

HOURS OF WORK

12.01 Regular hours of work for Full-time Employees, exclusive of meal periods shall be:

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

12.02 Regular hours of work shall be deemed to:

- (a) include, as scheduled by the Employer, either
 - (i) two (2) rest periods of fifteen (15) minutes during each full working shift of seven and three-quarter (7 3/4) hours, or
 - (ii) one rest period of thirty (30) minutes during each full working shift of seven and three-quarter (7 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) include, as scheduled by the Employer, one (1) rest period of fifteen (15) minutes during each half shift of three point eight seven (3.87) hours.
- (c) exclude a meal period of thirty (30) minutes to be scheduled by the Employer during each working day on which the Employee works in excess of four (4) hours.

12.03 (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 her meal period, she shall be so advised in advance and be paid for that meal period at her Basic Rate of Pay.

(b) If an Employee is recalled to duty or if the Employer requires an Employee to work during her meal period or rest period she shall be given a full meal period or rest period later in her 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) her Basic Rate of Pay; or

- (ii) for a meal period for which the Employee is entitled to be paid in accordance with Article 12.03(a), at two times (2X) her 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) her Basic Rate of Pay.

12.04 Subject to Articles 12.12 and 12.13 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. 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 12.05(a).

12.05 (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 1/2) 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 12.05(a)(iii) above may be amended to half of the weekends off over one complete cycle of the shift schedule;
- (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 applied upon mutual agreement, in writing, between the Employer and the Union. Where an option is applied, the relevant provisions of Article 12.05(a) above shall be amended as follows:

Option 1

- (i) at least fifteen and one-half (15 1/2) 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 1/2) 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.

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 and one-half (15 1/2) hours off duty, she shall be entitled to premium pay at two times (2X) her Basic Rate of Pay for that shift. This section does not apply to cases where Articles 12.12 and 12.13 has been applied in altering a shift schedule.

12.06 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.

12.07 (a) The Employer, in scheduling shifts, shall take into consideration an Employee's request for certain shift schedules, subject to the requirements of Article 12.05.

- (b) The shift patterns which may be available are:
 - (i) days, evenings, nights (rotation);
 - (ii) days only;
 - (iii) evenings only;
 - (iv) nights only;
 - (v) evenings and days (rotation);
 - (vi) nights and evenings (rotation);
 - (vii) nights and days (rotation).
- (c) A request by an Employee to work evenings only or 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 totalling not more than one hundred and sixteen and one-quarter (116 1/4) regular hours worked in a calendar year. When a request to work evenings or nights only is accommodated the Employee may only alter that request by the giving of fourteen (14) weeks notice of intention.
- (d) 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.
- (e) An Employee will not be required to work split shifts except by mutual agreement between the Employee and the Employer.

12.08

- (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.

- (b) Where such a request is made in writing, the Employer's reply shall also be in writing.
- (c) Such exchange shall be recorded on the shift schedule.
- (d) Such exchange shall not be deemed a violation of the provisions of this Collective Agreement.

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

12.10 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.

12.11 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 her off duty days.

12.12 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 her scheduled days off, she shall be paid at the rate of two times (2X) her 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.

12.13 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 therefore 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.

12.14 (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-quarters (7 3/4) in a day or thirty-eight and three-quarters (38 3/4) in a week averaged over one (1) cycle of this shift schedule,

in which event Articles 12.01, 12.04, 12.05 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.

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. Pay for overtime hours worked on a Named Holiday shall be at a rate of two and one-half (2 1/2X) times 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. Time off not taken by March 31 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 March 31 and shall not be unreasonably denied.

ARTICLE 14

SALARIES

- 14.01 The Basic Rates of Pay as set out in the Salaries 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; or
 - (b) Part-time and Casual Employees shall be entitled to an increment on the completion of two thousand and twenty two decimal seven five (2,022.75) hours worked and thereafter a further increment upon the completion of each period of one thousand eight hundred and thirteen decimal five (1,813.5) 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, she 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, she shall be advanced to the next higher increment for the higher classification provided that the trial period in the new position is successfully completed.
- 14.04
- (a) When an Employee voluntarily transfers to a classification with a lower rate of pay her salary shall be adjusted immediately to the basic rate she would have been entitled to, had she been on the lower rated classification from commencement of employment.
 - (b) An Employee whose position is reclassified to one with a lower Basic Rate of Pay, through no cause of her own, shall continue to receive her previous Basic Rate of Pay until the Basic Rate of Pay for the lower paid

classification is equal to or greater than her previous Basic Rate of Pay, or for a period of twenty-four (24) months, whichever is earlier, at which time she will then receive the Basic Rate of Pay for the classification to which the position is allocated.

14.05 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.

14.06 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.

14.07 When a new classification is created under Article 14.06 above, for which there is no pay scale in this Collective Agreement, the Employer may establish an interim pay rate and agrees to negotiate an appropriate pay scale with the Union. Failing agreement, the parties will submit the question directly to Arbitration for settlement commencing at Article 37.06. The resultant pay scale shall be implemented retroactively to the date the new classification was established.

14.08 Employees required by the Employer to attend staff meetings, and committee meetings (except as provided in Articles 35.01 and 38.03) shall be paid at the applicable rate of pay for attendance at such meetings.

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 three (3) 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.

Additional time worked, measured in monthly units and not credited for the purposes on 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 Disciplines Act*, R.S.A. 1980, c. H-3.5 shall be employed as a Licensed Practical Nurse.

ARTICLE 15

NOTICE OF SUBCONTRACTING

- 15.01 In the event Regular Employees will be displaced due to subcontracting, the Employer will notify the Union with as much advance notice as possible of such change and will meet and discuss reasonable measures to protect the interests of Employees so affected.

ARTICLE 16

SHIFT DIFFERENTIAL

- 16.01 A shift differential of one dollar and seventy-five cents (\$1.75) per hour shall be paid:
- (a) to Employees working a shift where the majority of such shift falls within the period fifteen hundred (1500) hours to zero seven hundred (0700) hours; or
 - (b) to Employees for each regularly scheduled hour worked between fifteen hundred (1500) hours to zero seven hundred (0700) hours, provided that greater than one (1) hour is worked between fifteen hundred (1500) hours to zero seven hundred (0700) hours;
 - (c) to Employees for all overtime hours worked which fall within the period of fifteen hundred (1500) hours to zero seven hundred (0700) hours.

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

- 16.03 Where applicable, an Employee shall be eligible to receive both Shift Differential and Weekend Premium.

ARTICLE 17

WEEKEND PREMIUM

- 17.01 A weekend premium of one dollar and seventy-five cents (\$1.75) per hour shall be paid:

- (a) to Employees working a shift wherein the majority of such shift falls within a sixty-four (64) hour period commencing at fifteen hundred (1500) hours on a Friday; or
- (b) to Employees working each regularly scheduled hour worked after fifteen hundred (1500) hours on a Friday provided that greater than one (1) hour is worked within a sixty-four (64) hour period commencing at fifteen hundred (1500) hours on a Friday;
- (c) to Employees working all overtime hours which fall within the sixty-four (64) hour period commencing at fifteen hundred (1500) hours on a Friday.

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

17.03 Where applicable, an Employee shall be eligible to receive both Shift Differential and Weekend Premium.

ARTICLE 18

TEMPORARY ASSIGNMENTS

- 18.01 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, she shall be paid the Basic Rate of Pay for the classification in which the Employee is relieving, providing she is 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, her Basic Rate of Pay will not be changed.
- 18.02 Where the Employer designates a Licensed Practical Nurse to assume responsibility for staff supervision, clinical coordination and/or administrative/organizational duties, as required, she shall be paid an additional one dollar and twenty-five cents (\$1.25) per hour.
- 18.03 (a) A Licensed Practical Nurse assigned by the Employer to act as a Preceptor for students in the Licensed Practical Nurse program shall receive an additional sixty five cents (\$0.65) per hour. The Employer will give consideration to those employees who express interest in participation in this program.
- (b) "Preceptor" shall mean a Licensed Practical Nurse who is assigned to supervise, educate and evaluate students in the Licensed Practical Nurse program.

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. The duty roster for "on-call duty" shall be posted in advance for the period specified in Article 12.04.

- (c) 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.
- (d) 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(c).

19.03 The Employer shall pay two dollars and twenty-five cents (\$2.25) per hour to an Employee who is assigned on-call duty on a regular work day, and three dollars and twenty-five cents (\$3.25) per hour to an Employee who is assigned on-call duty on her scheduled day off or on a Named Holiday. A Named Holiday or scheduled day off shall run from zero zero zero one (0001) hours on the Named Holiday or scheduled day off, to twenty-four hundred (2400) hours of the same day.

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 she was 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, she 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 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, she shall be entitled to eight (8) hours rest before commencing her next scheduled shift, without loss of regular earnings.

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 her place of employment.

In addition to the payment in Article 20.01 above:

(a) in the event circumstances permit an immediate return to her place of employment, she shall be paid at her basic rate of pay and/or, if applicable, the overtime rate(s) as stated in Article 13, to which she is entitled up to the time:

(i) the patient is released into the care of the receiving site; or

(ii) her scheduled work period would otherwise have ended; or,

(iii) she has returned to her place of employment;

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

(b) In the event circumstances prevent an immediate return to her place of employment, she 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) her basic rate of pay and/or, if applicable, the overtime rate(s) as stated in Article 13, for the time spent on the return trip on the same basis as if she had been working at her 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 her 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.

ARTICLE 21

TRANSPORTATION

- 21.01 Regular Employees who normally travel from the facility 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 facility to their place of residence.
- 21.02 A Regular Employee who is called back to the facility shall be reimbursed for reasonable, necessary, and substantiated transportation expense and, if the Employee travels for such purpose by private automobile, reimbursement shall be at the rate of thirty-three point five cents (\$0.335) per kilometre from the Employee's residence to the facility and return.
- 21.03 Where a Regular Employee is assigned duties necessitating the use of her automobile, she shall be reimbursed pursuant to Article 21.02.

ARTICLE 22

NAMED HOLIDAYS

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

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

and any day proclaimed to be a holiday by:

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

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

(b) In addition to the foregoing Named Holidays, Full-time Employees who are in the employ of the Employer on July 1st, shall be granted an additional holiday as a Floater Holiday. The Floater Holiday will be scheduled at a time mutually agreed upon between the Employer and Employee. If the holiday is not taken by the last day of December in any given year, the Employee shall receive payment for such day at her Basic Rate of Pay.

(c) Notwithstanding the foregoing, while:

(i) on layoff; or

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

(iii) an unpaid absence during which she is in receipt of weekly indemnity as provided for by the Short Term Disability Income Insurance Plan or the Long Term Disability Income Insurance Plan; or

(iv) on other leaves of absence in excess of thirty (30) calendar days for any reason

an Employee shall not be entitled to:

(v) a day off with pay, or

(vi) payment in lieu thereof,

for the aforementioned Named Holidays.

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

(a) Work her scheduled shift immediately prior to and immediately following the holiday, except where the Employee is absent due to illness or other reasons acceptable to the Employer; and

(b) Work on the holiday when scheduled or required to do so.

22.03 An Employee required by the Employer to work on a Named Holiday shall be paid for all hours worked on a Named Holiday at one and one-half times (1 1/2X) her basic rate of pay plus:

(a) an alternate day or hours off at a mutually agreed time, or

- (b) by mutual agreement, a day or hours off added to the Employee's next annual vacation, or
- (c) failing mutual agreement within thirty (30) calendar days following the Named Holiday the Employee shall receive payment for such day at her basic rate of pay.

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

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

the Employee shall receive,

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

22.05 (a) An Employee shall be so scheduled as to provide her with days off on at least three (3) of the actual Named Holidays. In addition, she 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 22.05(a) shall be scheduled such that she shall have two (2) consecutive days where she will not be obliged to work (i.e., December 24th and 25th or December 25th and 26th); and
- (ii) An Employee granted New Year's Day off in accordance with Article 22.05(a) shall be scheduled such that she shall have two (2) consecutive days where she shall not be obliged to work (i.e., December 31st and January 1st or January 1st and 2nd).

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) and second (2nd) years of such employment an Employee earns a vacation at the rate of fifteen (15) working days (one hundred sixteen point two five (116.25) hours);
 - (ii) during the third (3rd) to fourteenth (14th) 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 fifteenth (15th) to twenty-fourth (24th) years of employment, an Employee earns a vacation at the rate of twenty-five (25) working days (one hundred ninety-three point seven five (193.75) hours); and
 - (iv) during the twenty-fifth (25th) and subsequent years of employment, an Employee earns a vacation at the rate of thirty (30) working days (two hundred thirty-two point five (232.5) 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 an agreement containing this provision, such Employee shall accrue vacation entitlement as though her employment has been continuous. At the request of the Employee the Employer shall provide the Employee with a written statement of her vacation entitlement upon termination.

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 she 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) 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. Where an Employee submits her 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) Seniority within each classification shall be the determining factor when there is a dispute regarding preference for the time that vacation is to be taken.
- (c) A request to utilize vacation shall be made in writing to the Employer. The request shall be subject to the approval of the Employer and shall not exceed the number of vacation days accrued to the date of the request.
- (d) Once vacations are authorized by the Employer they shall not be changed except in cases of emergency or by mutual agreement between the Employer and the Employee.
- (e) The Employer may establish a limit to the level of vacation accrual an Employee is permitted to maintain on an on-going basis.

23.05 An Employee required by the Employer to return to work during her vacation will receive two times (2X) her 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.

ARTICLE 24

EMPLOYEE BENEFITS PLAN

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

- (a) Alberta Health Care Insurance Plan;
- (b) Health Organization Benefits Plan, or equivalent, inclusive of:

- (i) Group Life Insurance (Basic);
 - (ii) Accidental Death and Dismemberment (Basic);
 - (iii) Short Term Disability (income replacement for a period of up to one hundred and twenty (120) working days during a qualifying disability equal to sixty-six and two-thirds percent (66 2/3%) of basic weekly earnings to the established maximum following a fourteen (14) day elimination period where applicable. The Short-Term Disability shall become effective on the first (1st) working day following the expiry of sick leave credits in the case of absence due to injury or hospitalization. In the particular case of Employees who have insufficient sick leave credits to satisfy the fourteen (14) calendar day elimination period, the Short-Term Disability shall commence on the fifteenth (15th) day following the commencement of non-hospitalized sickness);
 - (iv) Long Term Disability (income replacement during a qualifying disability equal to sixty-six and two-thirds percent (66 2/3%) of basic monthly earnings to the established maximum following a one hundred and twenty (120) working day elimination period);
 - (v) Alberta Blue Cross-Dental Plan or equivalent, which provides for the reimbursement of eighty percent (80%) of eligible Basic Services, fifty percent (50%) of eligible Extensive Services, and fifty percent (50%) of eligible Orthodontic Services, in accordance with the current Alberta Blue Cross Dental Fee Schedule or Canadian Life and Health Insurance Association Fee Guide. A maximum annual reimbursement of fifteen hundred dollars (\$1,500) per insured person per benefit year shall apply to Extensive Services. Orthodontic Services shall be subject to a lifetime maximum reimbursement of fifteen hundred dollars (\$1,500) per insured person; and
 - (vi) Alberta Blue Cross Supplementary Benefits Plan, or equivalent.
- (c) **EI SUB Plan**

At the Employer's option, a "EI SUB Plan" to supplement an eligible Employee's Employment Insurance to meet the Employer's obligation to provide disability payments during the valid health-related period for being absent from work due to pregnancy. The valid health-related period is one for which she has the medical substantiation required pursuant to Article 25.05.

- 24.02 Enrollment by:
- (a) Regular Full-time Employees;
 - (b) Regular Part-time Employees, whose regular hours of work exceed fifteen (15) hours per week averaged over one (1) complete cycle of the shift schedule; and
 - (c) Temporary Employees after six (6) months of continuous service and whose hours of work exceed fifteen (15) hours per week averaged over one (1) complete cycle of the shift schedule;
- shall be facilitated in accordance with the enrollment and other requirements of the Insurer.
- 24.03 The premium costs shall be shared, seventy-five percent (75%) by the Employer and twenty-five percent (25%) by the Employee.
- 24.04 The Employer shall make available to eligible Employees brochures outlining the above plans.
- 24.05 The Provincial Health Authorities of Alberta, on behalf of the Employer, will provide one (1) copy of each of the plans to the Union. Where the Health Organizations Benefit Plan is not in force with any given Employer, the Employer will provide a copy of its plan to the Union.

ARTICLE 25

SICK LEAVE

- 25.01 (a) Sick leave is provided by the Employer, for the purpose of maintaining regular earnings, during absences due to illness or accidents for which compensation is not payable under the *Workers' Compensation Act* or for quarantine by a Medical Officer of Health.
- (b) The Employer recognizes that alcoholism, drug addiction and mental illness, are illnesses which can respond to therapy and treatment, and that absences from work due to such therapy shall be considered sick leave.
- 25.02 An Employee shall be allowed a credit for sick leave from the date of employment at the rate of one and one-half (1 1/2) 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 Article 25.01, 25.02 and 25.03 above, an Employee granted sick leave shall be paid, at her Basic Rate of Pay for regularly scheduled shifts absent due to illness, and the number of hours thus paid shall be deducted from her accumulated sick leave credits up to the total amount of her accumulated credits at the time the sick leave commenced.

25.05 Employees may be required to substantiate, in the form prescribed by the Employer, any claim for sick leave. 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 she shall no longer accrue sick leave credits until such time as her total accumulation is reduced below the maximum. At that time she shall recommence accumulating sick leave credits.

25.07 (a) If an Employee requires time off for the purpose of attending a dental, physiotherapy, optical or medical appointment, provided she has been given prior authorization by the Employer, such absence shall be charged against her accumulated sick leave.

(b) When an Employee is required to travel for the purpose of medical referral and/or treatment, she shall have the right to utilize accumulated sick leave credits for such absence, provided she has 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 her duties at the conclusion of the vacation period and she has substantiated her 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 she was admitted to a hospital as an "in-patient" during the course of her vacation, she 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 her usual duties, occurs prior to the scheduled start of the vacation period, and provided proper substantiation of her 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 her 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 her accrued sick leave credits.

25.10

An Employee who has accrued sick leave entitlement under the terms of this Collective Agreement shall, upon the voluntary termination of her employment with the Employer, be entitled to retain such entitlement provided she enters into employment with an Employer who is also party to an agreement with an identical sick leave provision, within six (6) months of the date of her 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 her sick leave entitlement upon termination.

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

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

25.12 An Employee who has exhausted her sick leave credits during the course of an illness, and the illness continues, shall be deemed to be on leave of absence without pay 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 she 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 her former position she shall be reinstated by the Employer in the same position which she held immediately prior to her disability at not less than the same increment in the salary schedule and other benefits that accrued to her prior to her disability;
- (b) if the Employee is incapable of performing the duties of her former position, but is capable of performing the duties of her former classification, a reasonable effort shall be made by the Employer to place her in an available position that she is capable of performing. In such a case the Union agrees to waive the posting provisions of the Collective Agreement;
- (c) at the expiration of twenty-four (24) months from the last day of paid sick leave, if an Employee:
 - (i) is not capable of resuming work pursuant to section (a); or
 - (ii) for whom, after a reasonable effort having been made pursuant to section (b), alternate employment is not available;

it shall be deemed that the employment relationship has terminated, provided that such termination is not contrary to any right conferred under this agreement or any law of Canada or Alberta.

- 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, 12, 29 and 40.
- 25.14 An Employee whose status has changed due to layoff from Regular Employee to a Casual Employee, with the same Employer, shall have her sick leave credits suspended, and should she return to regular employment with the Employer, the accrued sick leave credits shall be reinstated.

ARTICLE 26

WORKERS' COMPENSATION

- 26.01 (a) An Employee who is incapacitated and unable to work as a result of an accident sustained while on duty in the service of the Employer within the meaning of the *Workers' Compensation Act*, shall continue to receive full net take home pay, provided the Employee assigns over to the Employer, on proper forms, the monies due from the Workers' Compensation Board for time lost due to accident. 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.
- (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.
- (c) Article 26.01(a) and (b) above shall be applicable only to Employees who are injured on or after the date of ratification of this Collective Agreement.
- 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 and 25.02.
- (c) Not be entitled to Named Holidays with pay falling within the period of Workers' Compensation leave in excess of thirty (30) days .
- (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 her former position, shall provide the Employer with twenty-eight (28) days written notice of readiness to work. 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 her immediately prior to the disability with benefits that accrued to her prior to the disability.
- (b) Incapable of performing the duties of her former position, but is capable of performing the duties of her former classification, shall notify the Employer of her readiness to return to work. The Employer shall then reinstate her to a position for which she is capable of performing the work entailed, upon the occurrence of the first such available vacancy with benefits that accrued to her prior to the disability.
- (c) Incapable of performing the duties of her former classification, may make application for any benefits for which she is 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, 12, 29 and 40.

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 her condition on a schedule set by the Employer and the Employee.

ARTICLE 27

LEAVE OF ABSENCE

27.01 **General Conditions**

- (a) 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 six (6) weeks in advance, except that in extenuating circumstances the time factor may be waived or reduced.

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. Except in exceptional circumstances the Employer will reply in writing to a request for leave of absence within fourteen (14) days of receipt of the request.

- (b) Except as provided in Article 27.01(c), during leaves of absence without pay of longer than thirty (30) calendar days, subject to approval by the Insurer(s), Employees may elect to maintain coverage of contributory plans specified in Article 24, 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 enrollment and other requirements of the underwriter.
- (c) For the portion of maternity leave during which an Employee has a valid health-related reason for being absent from work and who is in receipt of sick leave, EI SUB Plan benefits, STD or LTD, benefit plan premium payments shall be administered in the same fashion as an Employee absent due to illness.
- (d) An Employee who has been granted leave of absence and overstays the leave without permission of the Employer, shall automatically terminate her position; except in cases of extenuating circumstances acceptable to the Employer.
- (e) Employees shall not be entitled to Named Holidays with pay, which may fall during a period of leave of absence without pay.
- (f) Employees granted leave of absence for more than one (1) month may, at the discretion of the Employer, be required to use up accumulated vacation entitlement prior to returning to duty.
- (g) When an Employee is on leave of absence without pay and is receiving STD or LTD benefits, she may continue participation in the Alberta Health Care Insurance Plan for the period of her employment pursuant to Article 25.12 from the last day of paid sick leave, by paying the full premium costs to the Employer.

27.02

Union Representative

- (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. Where possible, four (4) weeks advance notice will be provided except that in extenuating circumstances the time factor may be waived or reduced.

- (b) The Employer shall not unreasonably withhold leave of absence for Employees elected or appointed 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 leave to attend Union business has been approved, it is granted with pay. The Union agrees to reimburse the Employer for actual salary paid to the Employee while on leave plus an amount determined by the Employer to cover the cost of benefits.
- (d) 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

Negotiations

Representatives of the Union shall be granted time off with pay and without loss of seniority in order to participate in negotiations with the Employer and/or the Provincial Health Authorities of Alberta. When requesting such leave, the Employee shall endeavour to provide as much advance notice as possible to the Employer. The Union agrees to reimburse the Employer for actual salary paid to the Employee while on leave plus an amount determined by the Employer to cover the cost of benefits.

27.04

(a) **Maternity Leave**

- (i) An Employee who has completed six (6) months continuous employment shall, upon her written request, providing at least fourteen (14) calendar days advance notice, be granted maternity leave to become effective at any time during the twelve (12) weeks immediately preceding the expected date of delivery, provided that she commences maternity leave no later than the date of delivery. If during the twelve (12) week period immediately preceding the estimated date of delivery the pregnancy interferes with the performance of the Employee's duties the Employer may, by notice in writing to the Employee, require the Employee to commence maternity leave forthwith. Such 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 twelve (12) months unless mutually agreed otherwise between the Employer and the Employee.

- (ii) An Employee requesting an extension of maternity leave and who has unused vacation entitlement may be required to take the vacation pay as a part or all the period of the extension.

(b) **Paternity Leave**

A father-to-be who has completed six (6) months continuous employment shall, upon his written request, be granted an unpaid leave to commence two (2) weeks prior to the delivery or such longer period as may be mutually agreed between the Employee and the Employer. Such leave shall be without pay and benefits and shall not exceed thirty seven (37) weeks.

- (c) (i) Subject to section (ii) an Employee on maternity leave or paternity 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 her in the same or an equivalent position at not less than the same step in the pay scale and other benefits that accrue to her up to the date she commenced leave.
- (ii) In the event that during the period of an Employee's maternity leave or paternity 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 paternity 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 32.08.

27.05 **Adoption Leave**

- (a) An Employee who has completed six (6) months continuous employment shall upon written request, giving fourteen (14) calendar days notice

before the Employee can reasonably expect to first obtain custody of the child being adopted, be granted leave without pay for up to twelve (12) months as necessary for the purpose of adopting a child.

- (b) Where the Employee is unable to comply with Article 27.05(a) the Employee may commence adoption leave upon one (1) day's notice 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)
 - (i) Subject to Article 27.05(c)(ii) an Employee granted adoption leave shall provide the Employer with fourteen (14) calendar days notice of readiness to return to work, following which the Employer will reinstate her in the same or an equivalent position at not less than the same step in the pay scale and other benefits that accrue to her up to the date she commenced leave.
 - (ii) In the event that during the period of an Employee's adoption leave, the position from which the Employee is on such leave has been eliminated due to reduction of the working force or discontinuation of the undertaking or activity and the Employer has not increased the working force or resumed operations on the expiry of the Employee's adoption 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 work force, resumption of the business, undertaking or activity, recall or reinstatement to the working force shall be in compliance with Article 32.08.

27.06

Court Appearance

- (a) An Employee required by law to appear before a court of law as a witness in matters arising out of her employment with the Employer, or as a member of a jury, shall be paid the difference between the pay received for such court service and the pay the Employee would have normally received if she had been working, based on the Basic Rate of Pay.
- (b) Where an Employee is required by law to appear before a court of law for reasons other than those stated in (a) above, she shall be granted a leave of absence without pay.

27.07

Bereavement Leave

- (a) 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, child, parent, brother, sister, mother-in-law, father-in-law, son-in-law, daughter-in-law, grandparent, grandchild, guardian or fiancée).

Spouse shall include common-law and/or same-sex relationship. Step-parent, step-children, step-brother and step-sister shall be considered as members of the Employee's immediate family. For the first three (3) 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. Bereavement leave may include normal days off and/or vacation but no additional payment is due therefore.

- (b) In the event of a death of another relative or close friend, the Employer may grant up to one (1) working day off with pay to attend the funeral services.
- (c) An Employee shall not be required to take previously unscheduled vacation leave in lieu of bereavement leave when she is entitled to that bereavement leave.

27.08 **Educational Leave**

- (a) For the purpose of determining salary increments, an Employee who is granted leave of absence for educational purposes, subject to the conditions provided in Article 27.01, shall be deemed to remain in the continuous service of the Employer for the first twenty (20) months of such period of leave.
- (b) During an Employee's educational leave, she may work as a Casual Employee with the Employer without adversely affecting her reinstatement to the position from which she is on leave.

27.09 **Family Leave**

If an Employee is unable to report to work as the result of illness in the immediate family requiring the Employee's personal attention, she shall inform the Employer of such with as much advance notice as possible and she shall use either a vacation day, a day in lieu of a Named Holiday, banked overtime or an unpaid leave of absence for the hours not worked. Such absence from work shall not exceed four (4) working days per year. The Employee may be required to submit satisfactory proof of illness.

ARTICLE 28

PENSION PLAN

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

ARTICLE 29

REGULAR PART-TIME EMPLOYEES

- 29.01 All provisions of this Collective Agreement shall apply to Regular Part-time Employees, except:
- Article 12 - Hours of Work
 - Article 13 - Overtime
 - Article 22 - Named Holidays
 - Article 23 - Vacation
 - Article 25 - Sick Leave

Which are superseded by the following:

Hours of Work

- 29.02 Regular hours of work, exclusive of meal periods, shall be up to seven and three-quarter (7 3/4) consecutive hours in any day and shall be less than thirty-eight and three-quarter (38 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.
- 29.03 Regular hours of work shall be deemed to:

- (a) include, as scheduled by the Employer, two (2) rest periods of fifteen (15) minutes during each full working shift of seven and three-quarter (7 3/4) hours; or
- (b) one (1) rest period of thirty (30) minutes during each full working shift of seven and three-quarter (7 3/4) hours. If this is more compatible with the scheduling of work assignments, the alternative to be applied shall be at the discretion of the Employer; or
- (c) include, as scheduled by the Employer, one (1) rest period of fifteen (15) minutes during each half shift of three point eight seven (3.87) hours; and
- (d) exclude a meal period of thirty (30) minutes to be scheduled by the Employer during each working day on which the Employee works in excess of four (4) hours;
- (e) 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 her meal period, she shall be so advised in advance and be paid for that meal period at her Basic Rate of Pay.
- (f) If an Employee is recalled to duty or if the Employer requires an Employee to work during her meal period or rest period she shall be given a full meal period or rest period later in her 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) her Basic Rate of Pay; or
 - (ii) for a meal period for which the Employee is entitled to be paid in accordance with Article 29.03(e), at two times (2X) her 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) her Basic Rate of Pay.

29.04 Subject to Article 29.12 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. 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 12.05 (a).

29.05 (a) Except in cases of emergency or by mutual agreement between a Part-time Employee and the Employer:

- (i) shift schedules shall provide for at least fifteen and one-half (15 1/2) hours off duty between shifts;
 - (ii) an Employee shall not be 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 29.05(a)(ii) above may be amended to half of the weekends off over one complete cycle of the shift schedule.
 - (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 applied upon mutual agreement, in writing, between the Employer and the Union. Where an option is applied, the relevant provisions of Article 29.05(a) above shall be amended as follows:

OPTION I

- (i) at least fifteen and one-half (15 1/2) hours off duty between shifts;
- (ii) an Employee shall not be 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 1/2) hours off duty between shifts;

- (ii) an Employee shall not be 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.

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 and one-half (15 1/2) hours off duty, she shall be entitled to premium pay at two times (2X) her Basic Rate of Pay for that shift. This section does not apply in cases where Article 29.12 has been applied in altering a shift schedule.

29.06 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.

29.07 (a) The Employer, in scheduling shifts, shall take into consideration an Employee's request for certain shift schedules, subject to the requirements of Article 29.05.

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

- (i) days, evenings, nights (rotation);
- (ii) days only;
- (iii) evenings only;
- (iv) nights only;
- (v) evenings and days (rotation);
- (vi) nights and evenings (rotation);
- (vii) nights and days (rotation);
- (viii) Saturdays and Sundays (Employee request only)

(c) A request by an Employee to work evenings only or nights only shall not be unreasonably denied provided however that the Employer shall have the right to assign periods of day duty totaling not more one hundred and

sixteen and one quarter (116 1/4) regular hours worked in a calendar year for the purpose of maintaining proficiency. When a request to work evenings or nights only is accommodated the Employee may only alter that request by the giving of fourteen (14) weeks notice of intention.

- (d) Employees working shift choices (i), (v) and (vii), shall be assigned 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.
- (e) an Employee will not be required to work split shifts except by mutual agreement between the Employee and the Employer.

29.08

- (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.
- (b) Where such a request is made in writing, the Employer's reply shall also be in writing.
- (c) Such exchanges shall be recorded on the shift schedule.
- (d) Such exchange shall not be deemed a violation of provisions of this Collective Agreement.

29.09

In the event an Employee's scheduled shift is canceled 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 the payment of three (3) hours pay at the Employee's Basic Rate of Pay.

29.10

A Regular Part-time 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.

29.11

- (a) A Part-time Employee may work additional shifts.

- (b) Where a Part-time Employee volunteers or agrees when requested to work additional shifts, she shall be paid her basic rate for such hours, or if applicable, at the overtime rate(s) provided in Article 29.14:
 - (i) for those hours worked in excess of seven and three-quarter (7 3/4) hours in a day; or
 - (ii) for work performed by the Employee on days in excess of the work ratio referred to in Article 29.02.
- (c) Where the Employer requires a Part-time Employee to work without her having volunteered or agreed to do so, she shall be paid the applicable overtime rate provided in Article 29.14.

29.12 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, she shall be paid at the rate of two times (2X) her Basic Rate of Pay for all hours worked during the first shift of the changed schedule, unless fourteen (14) calendar days notice of such change has been given.

29.13 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 therefore 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.

Overtime

- 29.14
- (a) The overtime rate of two times (2X) shall be paid for work authorized by the Employer and performed by the Employee on days in excess of the work ratio referred to in Article 29.02 above. 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.
 - (b) Overtime may be accumulated and taken in time off at a mutually acceptable time at the applicable premium rate. Time off not taken by March 31 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 March 31, and shall not be unreasonably denied.
 - (c) The Employer shall designate an individual at the site who may authorize overtime. The Employer shall not unreasonably deny authorization after the fact for overtime worked where such overtime has arisen as a result of unforeseeable circumstances in which it is impossible to obtain prior authorization.

Named Holidays

- 29.15
- A Part-time Employee required to work on a Named Holiday shall be paid at:
- (a) one and one-half times (1 1/2X) her Basic Rate of Pay for work performed up to seven and three-quarter (7 3/4) hours;
 - (b) overtime worked on that Named Holiday shall be paid at the rate of two and one-half times (2 1/2X) her Basic Rate of Pay.
- 29.16
- Regular Part-time Employees shall be paid, in addition to their Basic Rate of Pay, four point six percent (4.6%) of this rate per pay period in lieu of the Named Holidays.
- 29.17
- (a) An Employee shall be so scheduled as to provide her with days off on at least three (3) of the actual Named Holidays. In addition, she 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 29.17(a) shall be scheduled such that she shall have two (2)

consecutive days where she 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 29.17(a) shall be scheduled such that she shall have two (2) consecutive days where she will not be obliged to work (i.e., December 31st and January 1st or January 1st and 2nd).

Vacation

29.18 Definition

"Vacation" means vacation with pay.

- 29.19** (a) Regular Part-time Employees shall earn vacation with pay calculated in hours in accordance with the following formula:

$$\begin{array}{l} \text{Hours worked} \\ \text{at the rate} \\ \text{specified in} \\ \text{Article 29.19(b)} \end{array} \quad \times \quad \begin{array}{l} \text{The applicable \%} \\ \text{outlined below} \end{array} \quad = \quad \begin{array}{l} \text{Number of hours} \\ \text{of paid vacation time} \\ \text{to be taken} \end{array}$$

- (i) six percent (6%) during the first (1st) and second (2nd) employment years; or
 - (ii) eight percent (8%) during the third (3rd) to fourteenth (14th) employment years; or
 - (iii) ten percent (10%) during the fifteenth (15th) to twenty-fourth (24th) employment years; or
 - (iv) twelve percent (12%) during the twenty-fifth (25th) and subsequent employment years.
- (b) For the purposes of Article 29.19(a), hours worked shall include hours worked and paid at the Basic Rate of Pay, and sick leave with pay in accordance with Article 29.21 - 29.32.

29.20 (a) Time of Vacation

- (i) 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.

Where an Employee submits her 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) 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 request.
- (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) The Employer may establish a limit to the level of vacation accrual an Employee is permitted to maintain on an on-going basis.
- (vi) An Employee required by the Employer to return to work during her vacation will receive two times (2X) her 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 an agreement containing this provision, such Employee shall, accrue vacation pay as though her employment has been continuous. At the request of the Employee the Employer shall provide the Employee with a written statement of her vacation entitlement upon termination.

Sick Leave

29.21 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.

29.22 A Regular Part-time Employee will receive a credit for sick leave computed from the date her continuous service commenced at the rate of one and one-half (1 1/2) working days for each full month of employment, prorated 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 29.11.

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.

29.23 Part-time Employees reporting sick shall advise the Employer as soon as possible and regularly thereafter as required by the Employer.

29.24 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 her accumulated sick leave credits up to the total amount of the Employee's accumulated credits at the time sick leave commenced.

29.25 Employees may be required to substantiate, in the form prescribed by the Employer, any claim for sick leave. Payment of sick leave benefit shall not be effected until required substantiation has been supplied.

29.26 When a Part-time Employee has accrued the maximum sick leave credit of one hundred and twenty (120) working days, she shall no longer accrue sick leave credits until such time as her total accumulation is reduced below the maximum. At that time she shall recommence accumulating sick leave credits.

- 29.27 (a) If a Part-time Employee requires time off for the purpose of attending a dental, physiotherapy, optical or medical appointment, provided she has been given prior authorization by the Employer, such absence shall be charged against her accumulated sick leave.
- (b) Where a Part-time Employee is required to travel for the purposes of medical referral and/or treatment, she shall have the right to utilize accumulated sick leave credits for such absence, provided she has been given prior authorization by the Employer.
- (c) The Employee may be required to submit satisfactory proof of appointments referred to in Article 29.27(a) and (b).
- 29.28 (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 her duties at the conclusion of the vacation period and she has substantiated her claim for sick leave, income continuance thereafter will be in accordance with Article 29.24. Notwithstanding the foregoing, should an Employee demonstrate to the satisfaction of the Employer that she was admitted to a hospital as an "in-patient" during the course of her vacation, she shall be deemed to be on sick leave for the period of the stay in hospital, subject to the provisions of Article 29.24. 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 her usual duties occurs prior to the scheduled start of the vacation period, and provided proper substantiation of her 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 29.24 until the Employee has recovered sufficiently to permit the resumption of her 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.
- 29.29 Upon request of an Employee but not more frequently than once a year, the Employer shall advise an Employee of her accrued sick leave credits.
- 29.30 An Employee who has accrued sick leave entitlement under the terms of this Collective Agreement shall, upon the voluntary termination of her employment with the Employer, be entitled to retain such entitlement provided she enters into employment with an Employer who is also party to an agreement with an

identical sick leave provision, within six (6) months of the date of her 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 her accumulated sick leave entitlement upon termination.

29.31

An Employee who has exhausted her sick leave credits during the course of an illness, and the illness continues, shall be deemed to be on leave of absence without pay 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 she 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 her former position she shall be reinstated by the Employer in the same position which she held immediately prior to her disability at not less than the same step in the pay scale and other benefits that accrued to her prior to her disability;
- (b) if the Employee is incapable of performing the duties of her former position, but is capable of performing the duties of her former classification, a reasonable effort shall be made by the Employer to place her in an available position that she is capable of performing. In such a case the Union agrees to waive the posting provisions of the Collective Agreement;
- (c) at the expiration of twenty-four (24) months from the last day of paid sick leave, an Employee:
 - (i) is not capable of resuming work pursuant to section (i), or
 - (ii) for whom, after a reasonable effort having been made pursuant to section (ii), alternate employment is not available,

it shall be deemed that the employment relationship has terminated, provided that such termination is not contrary to any right conferred under this agreement or any law of Canada or Alberta.

29.32

An Employee whose status has changed due to layoff from Regular Employee to a Casual Employee, with the same Employer, shall have her sick leave credits

suspended, and should she return to regular employment with the Employer, the accrued sick leave credits shall be reinstated.

- 29.33
- (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 3/4) hours in a day or thirty eight and three-quarter (38 3/4) hours in a week averaged over one (1) cycle of the shift schedule,in which event Articles 29.02, 29.04, 29.05, 29.12, and 29.14 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 these 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 in accordance with Article 29.14.

ARTICLE 30

TEMPORARY EMPLOYEES

- 30.01 All provisions of this Collective Agreement shall apply to Temporary Employees, except as outlined below:
- (a) Article 10 - Performance Appraisals shall not apply to Temporary Employees.
 - (b) Article 11 - Appointments and Transfers shall be amended to include the following provisions:
 - "11.09 During the term of a temporary position, a Temporary Employee shall be eligible to apply on postings in accordance with the following:
 - (a) Such Employees shall be eligible to apply on posting of vacancies for regular positions pursuant to Article 11.01.

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

- (b) Where a vacancy for a temporary position exists, such Employee shall not be eligible to apply, unless the position posted commences after the expiry of the term for which she was hired."
- (c) Article 24 - Employee Benefits Plan shall not apply until the completion of six (6) months of continuous service.
- (d) Article 32 - Layoff and Recall shall not apply to Temporary Employees.
- (e) Article 33 - Discipline and Dismissal is deleted and replaced with the following provisions:
 - "33.01 A Temporary Employee shall not have the right to grieve the termination of the term position.
 - 33.02 The Employer shall provide at least seven (7) calendar days written notice of termination of her term position.
 - 33.03 A Regular Employee occupying a temporary position shall retain her seniority and shall not have the right to grieve placement pursuant to Article 32 when no longer required in that capacity."

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 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 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.
- (d) Hours of work shall be deemed to:
 - (i) include, as scheduled by the Employer, two (2) rest periods of fifteen (15) minutes during each full working shift of seven and three-quarter (7 3/4) hours; or
 - (ii) one (1) rest period of thirty (30) minutes during each full working shift of seven and three-quarter (7 3/4) hours. If this is more compatible with the scheduling of work assignments, the alternative to be applied shall be at the discretion of the Employer; or
 - (iii) include, as scheduled by the Employer, one (1) rest period of fifteen (15) minutes during each half shift of three point eight seven (3.87) hours; and
 - (iv) exclude a meal period of thirty (30) minutes to be scheduled by the Employer during each working day in which the Employee works in excess of four (4) hours;
 - (v) 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 her meal period, she shall be so advised in advance and be paid for that meal period at her Basic Rate of Pay;
 - (vi) if an Employee is recalled to duty or if the Employer requires an Employee to work during her meal period or rest period she shall be given a full meal period or rest period later in her 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) her Basic Rate of Pay rather; or
 - (B) for a meal period for which the Employee is entitled to be paid in accordance with Article 31.02(d)(v), at two times (2X) her Basic Rate of Pay; or

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

- 31.03 (a) No Casual Employee shall be scheduled except with her 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 40.

Overtime

- 31.06
- (a) Overtime is all time authorized by the Employer and worked by an Employee in excess of seven and three-quarter (7 3/4) 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 (2 X) the applicable Basic Rate of Pay shall be paid for all overtime worked.

Salaries

- 31.07
- (a) The Basic Rate of Pay for Casual Employees shall be as outlined in the Salaries 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 and twenty-two point seven five (2,022.75) hours worked and thereafter a further increment upon the completion of each period of one thousand eight hundred and thirteen point five (1,813.50) 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 her salary shall be adjusted immediately to the basic rate she would have been entitled to, had she been on 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 her own, shall continue to receive her previous Basic Rate of Pay until the Basic Rate of Pay for the lower paid classification is equal to or greater than her previous Basic Rate of Pay, or for a period of twenty four (24) months, whichever is earlier, at which time she 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 three (3) 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.

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.

31.08 **Shift Differential**

A shift differential of one dollar and seventy-five cents (\$1.75) per hour shall be paid:

- (a) to Employees working a shift where the majority of such shift falls within the period fifteen hundred (1500) hours to zero seven hundred (0700) hours; or
- (b) to Employees for each regularly scheduled hour worked between fifteen hundred (1500) hours to zero seven hundred (0700) hours, provided that greater than one (1) hour is worked between fifteen hundred (1500) hours to zero seven hundred (0700) hours;
- (c) to Employees for all overtime hours worked which fall within the period of fifteen hundred (1500) hours to zero seven hundred (0700) hours.

Where applicable, an Employee shall be eligible to receive both Shift Differential and Weekend Premium.

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

Weekend Premium

31.09 A weekend premium of one dollar and seventy-five cents (\$1.75) per hour shall be paid:

- (a) to Employees working a shift wherein the majority of such shift falls within a sixty-four (64) hour period commencing at fifteen hundred (1500) hours on a Friday; or

- (b) to Employees working each regularly scheduled hour worked after fifteen hundred (1500) hours on a Friday provided that greater than one (1) hour is worked within a sixty-four (64) hour period commencing at fifteen hundred (1500) hours on a Friday;
- (c) to Employees working all overtime hours which fall within the sixty-four (64) hour period commencing at fifteen hundred (1500) hours on a Friday.

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

Where applicable, an Employee shall be eligible to receive both Shift Differential and Weekend Premium.

On-Call Duty

- 31.10 Where a Casual Employee is assigned by the Employer to "on-call duty" for a specified period of time, she shall be paid two dollars and twenty-five cents (\$2.25) per hour, except that on Named Holidays, she shall be paid three dollars and twenty-five cents (\$3.25) 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 her Basic Rate of Pay.
 - (b) Overtime rates, pursuant to Article 31.06(b) 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, she shall be entitled to eight (8) hours rest before commencing her next scheduled shift, without loss of regular earnings.

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 her place of employment.

In addition to the payment provided for above:

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

- (b) In the event circumstances prevent an immediate return to her place of employment, she 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) her 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 she had been working at her 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 her 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.

Transportation

31.15 (a) Casual Employees who normally travel from the facility 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 past the time when normal public transportation is available, shall be reimbursed for the cost of reasonable, necessary and substantiated transportation expense from the facility to their place of residence.

- (b) Where a Casual Employee is assigned duties necessitating the use of her automobile, she shall be reimbursed pursuant to Article 21.02.

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 1/2X) her Basic Rate of Pay for work performed up to seven and three-quarter (7 3/4) hours; and
 - (ii) two and one-half times (2 1/2X) her 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 four point six percent (4.6%) of their Basic Rate of Pay in lieu of the aforementioned Named Holidays.

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 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 her casual period of employment provided not more than six (6) months have elapsed since she 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, she shall be paid the Basic Rate of Pay for the classification in which the Employee is relieving, providing she is 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, her 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.

ARTICLE 32

LAYOFF AND RECALL

32.01 It is the exclusive right of the Employer to:

- (a) establish, and vary from time to time, the job classifications and the number of Employees, if any, to be employed in any classification, or in any work place of the facility; and

- (b) assign to other classifications any, or all, of the duties normally performed by classifications of this bargaining unit when Employees from within this bargaining unit are not available.

Meeting With the Union

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

Notice of Layoff

- 32.03
- (a) When, in the opinion of the Employer, it becomes necessary to displace an Employee, due to reduction of the work force or reduction in regularly scheduled hours of work of a Regular Employee, or wholly or partly discontinue an undertaking, activity or service, the Employer will notify the Employee at least fourteen (14) calendar days prior to the date of layoff, except that the fourteen (14) calendar days notice shall not apply where layoff results from an act of God, fire, flood, or a work stoppage by employees not covered by this Collective Agreement.
 - (b) Where the layoff results from an act of God, fire or flood, the fourteen (14) calendar days notice is not required but up to two (2) weeks pay in lieu thereof based on regularly scheduled hours worked during this period shall be paid to affected Employees.
 - (c) The written notice of layoff will confirm in writing to the Employee the effective date her current position will be affected, the date and time of the consultation meeting referred to in Article 32.04, seniority list, and a request for the Employee to indicate alternative positions, pursuant to Article 32.04(b).

Consultation Process

- 32.04
- (a) A consultation meeting will be arranged by the Employer between the Employee, an Employer representative(s) and a Union Representative(s). The consultation process will not be unreasonably delayed as a result of the unavailability of a Union Representative.
 - (b) In advance of the scheduled consultation meeting, the Employee will indicate in writing to the Employer her top three (3) alternative positions for placement.
 - (i) These positions will be vacancies or positions occupied by less senior Employees, for which the Employee has the skill, training, knowledge, and ability to perform the work.
 - (ii) If there are no other positions of the same status as the Employee's current position (either full-time or part-time), the Employee may indicate an alternative position of the other status (either part-time or full-time).
 - (iii) The alternatives identified shall also be in the same classification as the Employee's current position.

- (iv) Where there are no other positions in the same classification as the Employee's current position, the Employee may indicate an alternative position which is vacant, or occupied by a less senior Employee in a classification in a lower paygrade.
- (c) At the consultation meeting, the Employee's alternatives for placement will be reviewed. The Employer will then assess the Employee's skills, training, knowledge and ability to perform the work required.

Displacement

- 32.05 (a) Based upon this consultation, the Employee will be offered a position for which she has, the skills, training, knowledge, and ability to perform the work required. The Employer shall provide a paid orientation period, the nature and length of which shall be determined by the Employer, to an Employee who is placed in a new position.
- (b) Where the Employee refuses an offer of an alternative position, or lacks the required skills, training, knowledge and ability, or seniority, to displace another Employee within her classification, or in a classification with the same or lower rate of pay, she shall be laid off in accordance with the notice provided to her in Article 32.03.
- (c) Where the Employee is offered and accepts a position occupied by a less senior Employee, the less senior Employee will receive notice and have a consultation in accordance with Article 32.04(a) through (c).
- (d) When an Employee is on approved leave of absence, or Workers' Compensation Benefits, or Long Term Disability Insurance Benefits, the consultation meeting, and notice of layoff, if applicable, shall be served when the Employee has provided notice of readiness to return to work.

Employee Benefit Coverage During Layoff

- 32.06 Employees affected by layoff, such that the Regular Employee does not hold a regular or temporary position, may elect to maintain coverage of contributory plans specified in Article 24: Employee Benefits Plan, provided that the Employee makes arrangements prior to her date of layoff to pay the full premium costs for a maximum of twelve (12) months from the date of layoff. In the event the Employee works casual shift(s) the Employee shall remain responsible for the payment of the full premium costs.

Operation of Layoff and Recall Article

32.07 The operation of this Article, including revision to shift schedules caused by layoff or displacement, shall not constitute a violation of the terms of this Collective Agreement.

Recall

- 32.08
- (a) For the purposes of Article 32.08 through 32.11, "layoff" shall mean that a Regular Employee has suffered a reduction in regularly scheduled hours or has been placed in a classification in a lower pay grade due to the application of Article 32.
 - (b) For the purposes of Article 32.08 through 32.11, "full layoff" shall mean that a Regular Employee does not hold a regular position due to the application of Article 32.
 - (c) All regular and temporary vacancies shall be posted in accordance with Article 11: Appointments and Transfers. When there are Regular Employees on layoff, the applications for these postings will be considered in the following order:
 - (i) Regular employees in the classification of the posted position; then,
 - (ii) Employees on layoff in the classification of the posted position; then,
 - (iii) Regular Employees and Employees on layoff in other classifications; then,
 - (iv) Temporary employees.
 - (d) Where there are no applicants for a posted vacancy, or there are no suitable applicants, the most senior Regular Employee on layoff who has the skills, training, knowledge and ability to perform the work shall be offered the position. The method of recall shall be by telephone, and if contact with the Employee is not accomplished, by registered letter or courier sent to the Employee's last known place of residence or by personal delivery of same. When dispatched by registered letter, the letter shall be deemed delivered five (5) calendar days from the date of mailing. When dispatched by courier, the letter shall be deemed delivered the date it was sent by courier. The Employee so notified will report for work as

directed but in any event shall notify the Employer of their intent no later than five (5) days following the delivery date.

- (e) No new Regular or Temporary Employees will be hired where there are other Employees, who possess the requisite skills, training, knowledge and ability for the available job, who are on full layoff. Casual and external applicants to the position may be considered if the position has not been filled through the process outlined in Article 32.08(c) and (d) above.

32.09 Other than for the continuation of the seniority held at the time of full layoff, discipline, grievance and arbitration rights, and rights and benefits arising under this Article, an Employee's rights while on full layoff shall be limited to the right of recall.

32.10 (a) Employment shall be deemed terminated when an Employee does not return from full layoff when notified to do so, or on the expiry of twenty four (24) months from the date of full layoff, whichever first occurs. Where an Employee on layoff occupies a temporary position pursuant to Article 32.08(c), the twenty-four (24) month period shall be suspended during her temporary position and shall recommence upon the termination of the temporary position for the balance of the twenty-four (24) month recall period.

(b) An Employees' right to recall under Article 32.08(c) will expire if the employee refuses recall to a position with equivalent regularly scheduled hours and classification as their pre-layoff position or on the expiry of twenty four (24) months from the date of layoff, whichever first occurs.

(c) An Employee may refuse recall to a position with less regularly scheduled hours than their pre-layoff position or in a classification in a lower paygrade without affecting their right of recall.

Casual Shifts

32.11 (a) Employees on layoff shall indicate in writing on a regular basis to the Employer their availability to work casual shifts (i.e., work opportunities of three (3) months or less).

(b) Casual shifts shall be offered to Employees who have the skills, training, knowledge and ability to perform the work, in the following order, except where patient care requirements are such that this order is not possible:

- (i) Regular Employees who have been reduced in regular hours of work through the operation of this Article in order of seniority; then,
 - (ii) Regular Employees on full layoff in order of seniority; then,
 - (iii) Casual Employees and regular Part-time Employees who have indicated their willingness to work additional shifts pursuant to Article 29.11.
- (c) Employees on layoff who refuse casual shifts may do so without adversely impacting their recall rights.

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 Employee who has been subject to disciplinary action may after two (2) years of continuous service from the date the disciplinary measure was invoked, request in writing that her 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 two (2) year period of which the Employee is aware. The Employer shall confirm in writing to the Employee that such action has been effected.
- 33.05 The procedures stated in Article 33.01, 33.02 and 33.03 do not prevent immediate suspension or dismissal for just cause.
- 33.06 Where circumstances permit, the Employer shall schedule a 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 may be accompanied by a representative of the Union.
- 33.07 In the event that an Employee is reported to her or his 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.
- 33.08 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 her or his services with the Employer.
- 33.09 Except for the dismissal of a probationary Employee, there shall be no suspension, dismissal or discipline except for just cause.
- 33.10 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.

ARTICLE 34

BULLETIN BOARD SPACE

- 34.01 The Employer shall provide bulletin boards to be placed in reasonably accessible locations upon which designated space shall be provided where the Union may be permitted to post notices of meetings and other such notices which may be of interest to Employees. It is not the intention of the Union to post anything objectionable to the Employer.

ARTICLE 35

HEALTH AND SAFETY

- 35.01 (a) The Employer shall establish an Occupational Health and Safety Committee, which shall be composed of representatives of the Employer and representatives of the Union and may include others representing recognized functional bargaining units. This Committee shall meet once a month, and in addition shall meet within ten (10) days of receiving a written complaint regarding occupational health or safety. An Employee shall be paid the Employee's Basic Rate of Pay for attendance at Committee meetings.
- (b) Minutes of each meeting shall be taken and shall be approved by the Employer, the Union and other bargaining groups referred to in (a), prior to circulation.
- (c) The purpose of the Occupational Health and Safety Committee is to consider such matters as Occupational Health and Safety and the Union may make recommendations to the Employer in that regard.
- (d) The Occupational Health and Safety Committee shall also consider measures necessary to ensure the security of each Employee on the Employer's premises and the Union may make recommendations to the Employer in that regard.
- (e) Should the recommendations not be implemented and adequate steps taken towards implementation within forty-five (45) calendar days from the date the recommendation is made, the Union may request and shall have the right to present its recommendation(s) to the Regional Health Authority or Facility Board. The Board shall reply in writing to the Union within fourteen (14) calendar days of the presentation by the Union.
- 35.02 Where an Employee requires specific immunization and titre, as a result of or related to the Employee's work, it shall be provided at no cost.
- 35.03 The Employer shall have in place a harassment policy which shall be reviewed annually by the Occupational Health and Safety Committee.

ARTICLE 36

COPIES OF THE COLLECTIVE AGREEMENT

- 36.01 Within sixty (60) days of the signing of this Collective Agreement, the Employer shall provide each Employee with a copy.
- 36.02 The Employer shall provide a copy of the Collective Agreement to each new Employee upon appointment.
- 36.03 The Collective Agreement shall be printed in pocket-sized format. Selection of the printers and printing of the Collective Agreement shall be the joint responsibility of the Provincial Health Authorities of Alberta and the Union. Cost shall be shared equally between the Parties.

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. 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 her work without obtaining consent from her supervisor which shall not be unreasonably withheld. The Union Representative shall not suffer any loss of pay for time spent in the performance of her 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 her 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**

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

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

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

If:

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

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

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

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

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.

ARTICLE 38

EMPLOYEE-MANAGEMENT ADVISORY COMMITTEE

- 38.01 (a) An Employee-Management Advisory Committee shall be established within three (3) months of the signing of the Collective Agreement. The Union Representative shall provide the names of up to four (4) elected Employees and the Employer shall provide the names of up to four (4) appointed representatives to sit on the EMAC.
- 38.01 (b) The desired functions of the EMAC are to examine and make recommendations regarding the concerns of Employees relative to patient care and other matters related to employment, not covered within the Collective Agreement.
- 38.02 In a facility that has an established mechanism(s) that performs the functions of the EMAC as described in Article 38.01(b) and where the mechanism(s) provides for the representation from this bargaining unit then the Employer and the Union Representative may mutually agree to waive Article 38.01(a).
- 38.03 An Employee shall be paid her Basic Rate of Pay for attendance at these committee meetings.

ARTICLE 39

UNIFORMS

- 39.01 Where uniforms are required by the Employer, the following shall apply:
 - (a) Employees may, at their discretion, wear caps, lab coats or warming jackets.
 - (b) Employees may, at their discretion, wear coloured uniforms, except where uniforms are supplied by the Employer.

- (c) The Employer shall develop a policy regarding the wearing of uniforms and identify any areas where uniforms will be provided and maintained. A copy of the policy will be provided to the Union.

ARTICLE 40

EXTENDED WORK DAY

- 40.01 (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 nursing units where such Collective Agreement applies. The list of nursing units 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) Nursing units may be deleted from the list referred to in Article 40.01(a) by either party providing the other party with twelve (12) weeks' notice in writing of such intent.
- 40.02 (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 a nursing unit, 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 point seven five (7.75) hours or less, the provisions of this article shall apply to all scheduled shifts.

40.03 **Hours of Work**

- (a) Amend Article 12.01 to read:
 - "12.01 Regular hours of work for Full-time Employees, exclusive of meal periods, shall:
 - (a) not exceed _____ consecutive hours per day, however, in no case shall they exceed eleven and one-quarter (11 1/4) consecutive hours per day;
 - (b) be thirty-eight point seven nine (38.79) hours per week averaged over one (1) complete cycle of the shift schedule;

- (c) except where overtime is necessitated, maximum in-hospital hours shall not exceed twelve and one-quarter (12 1/4) hours per day, as determined by the start and finish times of the shift."

- (b) Amend Article 12.02 to read:

"12.02 Regular hours of work shall be deemed to:

- (a) include as scheduled by the Employer, three (3) rest periods of fifteen (15) minutes during each full working shift; and
- (b) 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."

- (c) Amend Article 12.05 to read:

"12.05 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 twenty-two and one-half (22 1/2) hours off duty at a shift changeover;
- (b) at least two (2) consecutive days of rest per week; and
- (c) 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.

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 1/2) hours off duty, she shall be entitled to premium payment of two times (2X) her Basic Rate of Pay for the first tour of duty on the new shift."

- (d) Amend Article 12.07(c) to read:

"12.07 (c) 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 and sixteen and one quarter (116 1/4) regular hours worked in a calendar year. When a request to work nights only is accommodated the Employee may only alter that request by the giving of fourteen (14) weeks notice of intention."

(e) Amend Article 12.07(d) to read:

"12.07 (d) Employees who are required to rotate shifts shall be assigned day duty at least one-half (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."

(f) Amend Article 12.11 to read:

"12.11 An Employee shall not be scheduled to work more than four (4) consecutive extended shifts nor more than four (4) extended shifts per week."

(g) Amend Article 12.15 to read:

"12.15 (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 1/4) hours in a day or thirty-eight point seven nine (38.79) hours in a week averaged over one (1) cycle of this shift

schedule, in which event Articles 12.01, 12.04, 12.05 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 13.04."

40.04 **Overtime**

- (a) Amend Article 13.01(a) and 13.05 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 40.03(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.

13.05 Overtime may be accumulated and taken in time off at a mutually acceptable time at the applicable premium rate. Time off not taken by March 31 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 March 31, and shall not be unreasonably denied."

40.05 **Named Holidays**

- Amend Article 22.01 by adding (d) to read:

"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."

- 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 1/2X) her 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 she will be paid seven and three-quarter (7 3/4) hours pay at her Basic Rate of Pay, or
- (b) 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 3/4) hours at her Basic Rate of Pay.
- (c) by mutual agreement, a day or hours off added to the Employee's next annual vacation."

40.06

Vacation Entitlement

- (a) Amend Article 23.02 to read:

"23.02 (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 shall be as follows:

- (i) during the first (1st) and second (2nd) years of such employment in these positions, an Employee earns a vacation of one hundred sixteen point two five (116.25) working hours;
- (ii) during the third (3rd) to fourteenth (14th) years of employment, an Employee earns a vacation of one hundred fifty-five (155) working hours;
- (iii) during the fifteenth (15th) to twenty-fourth (24th) years of employment, an Employee earns a vacation of one hundred ninety-three point seven five (193.75) working hours;
- (iv) during each of the twenty-fifth (25th) and subsequent years of employment an Employee earns a vacation of two hundred thirty-two point five zero (232.50) working hours per year.

(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 an agreement containing this provision, such Employee shall, accrue vacation entitlement as though her employment has been continuous. At the request of the Employee the Employer shall provide the Employee with a written statement of her vacation entitlement upon termination."

(b) Amend Article 41.02 to read:

"41.02 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 this Collective Agreement, such Employee shall receive vacation pay at the rate prescribed in the subsisting order of the Employment Standards Code concerning vacation 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 vacation pay in lieu of the unused period of vacation entitlement at the Employee's regular rate: six (6%) percent, in the case of an Employee entitled to one hundred sixteen point two five (116.25) working hours vacation per annum, or eight (8%) percent, in the case of an Employee entitled to one hundred fifty-five (155) working hours vacation per annum, or ten (10%) percent in the case of an Employee entitled to one hundred ninety-three point seven five (193.75) working hours vacation per annum, or twelve percent (12%) in the case of an Employee entitled to two hundred thirty-two point five zero (232.50) working hours vacation per annum, of the Employee's regular earnings to the date of termination.

- (c) When an Employee is discharged for cause, vacation pay shall be at the rate prescribed in the subsisting order of the Employment Standards Code."

40.07 **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."

- (b) Amend Article 25.04 to read:

"25.04 An Employee granted sick leave shall be paid for the period of such leave based on the length of the scheduled shift at her Basic Rate of Pay and the number of hours thus paid shall be deducted from her accumulated sick leave credit to the total number of the Employee's accumulated credit at the time sick leave commenced."

- (c) 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, she shall no longer accrue sick leave credits until such time as her total accumulation is reduced below the maximum. At that time, she shall recommence accumulating sick leave credits."

40.08 **Leave of Absence**

Amend Article 27.07(a) to read:

"27.07 Bereavement Leave

- (a) Bereavement leave of three (3) extended working days and a maximum of twenty-three point two five (23.25) paid hours shall be granted in the event of a death of a member of the Employee's immediate family (i.e., spouse, child, parent, brother, sister, mother-in-law, father-in-law, son-in-law, daughter in-law, grandparent, grand-child, guardian or fiancé). Spouse shall include common-law and/or same-sex relationship.

Step-parent, step-children, step-brother and step-sister shall be considered as members of the Employee's immediate family. The

Employer may extend bereavement leave by up to two (2) additional days. Bereavement leave may include normal days off and/or vacation but no additional payment is due therefore.

- (b) In the event of a death of another relative or close friend, the Employer may grant up to one (1) working day off with pay to attend the funeral services."

40.09 **Shift Differential**

"16.01 A shift differential of one dollar and seventy-five cents (\$1.75) per hour shall be paid to Employees for all hours worked within the period between fifteen hundred (1500) hours and zero seven hundred (0700) hours. Shift differential payments shall not be considered as part of the Employee's Basic Rate of Pay."

40.10 **Weekend Premium**

"17.01 A weekend premium of one dollar and seventy-five cents (\$1.75) per hour shall be paid in addition to shift differential, if applicable, to Employees for all hours worked within the period from fifteen hundred (1500) hours on Friday to zero seven hundred (0700) hours the following Monday. Such premium payments shall not be considered as part of the Employee's Basic Rate of Pay."

40.11 **Part-Time Employees**

- (i) Amend Article 29.02 to read:

"29.02 Regular hours of work for Part-time Employees, exclusive of meal periods, shall be up to eleven and one-quarter (11 1/4) hours in any day. The ratio of work days to non-work days shall not exceed 7:7 in a six (6) calendar week period."

- (ii) Amend Article 29.05 to read:

"29.05 Except in cases of emergency or by mutual agreement between a Part-time Employee and the Employer:

- (a) shift schedules shall provide for at least twenty-two and one-half (22 1/2) hours off duty at a shift changeover;
- (b) 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;

- (c) an Employee shall not be scheduled to work more than four (4) consecutive extended shifts nor more than four (4) extended shifts per week.

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 1/2) hours off duty, she shall be entitled to premium payment of two times (2X) her Basic Rate of Pay for the first (1st) tour of duty on the new shift."

- (iii) Amend Article 29.11 to read:

"29.11 (a) A Part-time Employee may work additional shifts from time to time.

- (b) Where a Part-time Employee volunteers or agrees when requested, she shall be paid her basic rate for such hours or, if applicable, at the overtime rate(s) provided in Article 40.04:

- (i) for those hours worked in excess of eleven and one-quarter (11 1/4) hours in a day; or
- (ii) for work performed by the Employee on days in excess of the work ratio referred to in Article 40.11.

- (c) Where the Employer requires a Part-time Employee to work without her having volunteered or agreed to do so, she shall be paid the applicable overtime rate provided in Article 40.04."

- (iv) Amend Article 29.22 to read:

"29.22 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 29.11.

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.”

40.12 **Casual Employees**

A Casual Employee may be called or required for an extended work day shift in accordance with Article 40.03. In such case, work in excess of seven point seven five (7.75) hours shall be regarded as overtime except where the Casual Employee replaces another Employee in an extended work day position.

ARTICLE 41

RESIGNATION AND TERMINATION

41.01 An Employee shall give the Employer at least fourteen (14) calendar days notice of termination of employment.

41.02 **Vacation Pay on Termination**

- (a) If employment is terminated by an Employee without giving proper notice, pursuant to Article 41.01 above, 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 vacation pay, accrued at the Employee's regular rate: six percent (6%), in the case of an Employee entitled to one hundred sixteen point two five (116.25) working hours vacation per annum, or eight percent (8%), in the case of an Employee entitled to one hundred fifty-five (155) working hours vacation per annum, or ten percent (10%) in the case of an Employee entitled to one hundred ninety-three point seven five (193.75) working hours vacation per annum, or twelve percent (12%) in the case of an Employee entitled to two hundred thirty-two point five zero (232.50) working hours vacation per annum, of the Employee's regular earnings accrued to the date of termination.
- (c) When an Employee is discharged for cause, vacation pay shall be at the rate prescribed in the *Employment Standards Code*.

ARTICLE 42

EMPLOYMENT INSURANCE PREMIUM REDUCTIONS

42.01 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. Upon request, a summary of the purposes for which these funds are utilized shall be provided to the Union.

ON BEHALF OF THE EMPLOYER by
the Provincial Health Authorities
of Alberta, an Employer's Organization
Appointed Under the *Labour Relations Code*,
as Bargaining Agent

ON BEHALF OF THE UNION

DATE: _____

DATE: _____

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

ON BEHALF OF THE EMPLOYER

DATE: _____

MULTI-EMPLOYER SALARY SCHEDULE

| | 1 | 2 | 3 | 4 | 5 | 6 | 7 | 8 |
|---|-------|-------|-------|-------|-------|-------|-------|-------|
| Pay Grade 1 | | | | | | | | |
| Nursing Attendant Physiotherapy Attendant Occupational Therapy Attendant | | | | | | | | |
| April 1, 2002 | 11.63 | 12.24 | 12.64 | 13.02 | 13.44 | 13.75 | 14.15 | |
| Educational Allowance | 11.63 | 12.24 | 12.64 | 13.02 | 13.44 | 13.75 | 14.15 | 14.58 |
| April 1, 2003 | 11.98 | 12.61 | 13.02 | 13.41 | 13.84 | 14.16 | 14.57 | |
| Educational Allowance | 11.98 | 12.61 | 13.02 | 13.41 | 13.84 | 14.16 | 14.57 | 15.02 |
| Pay Grade 2 | | | | | | | | |
| Licensed Practical Nurse Physiotherapy Assistant Orthopaedic Technician (Non-Certified) | | | | | | | | |
| April 1, 2002 | 15.15 | 15.80 | 16.43 | 17.08 | 17.72 | 18.34 | | |
| April 1, 2003 | 15.60 | 16.27 | 16.92 | 17.59 | 18.25 | 18.89 | | |
| Pay Grade 3 | | | | | | | | |
| Operating Room Technician Orthopaedic Technician (Certified) | | | | | | | | |
| April 1, 2002 | 15.87 | 16.55 | 17.22 | 17.89 | 18.63 | 19.24 | | |
| April 1, 2003 | 16.35 | 17.05 | 17.74 | 18.43 | 19.19 | 19.82 | | |

**SUPPLEMENTARY SALARY SCHEDULE
FOR ASPEN REGIONAL HEALTH AUTHORITY #11
at Westlock Long Term Care Centre**

| | 1 | 2 | 3 | 4 | 5 | 6 | 7 | 8 |
|--------------------------------|----------|----------|----------|----------|----------|----------|----------|----------|
| Recreational Therapy Attendant | | | | | | | | |
| April 1, 2002 | 11.63 | 12.24 | 12.64 | 13.02 | 13.44 | 13.75 | 14.15 | |
| Educational Allowance | 11.63 | 12.24 | 12.64 | 13.02 | 13.44 | 13.75 | 14.15 | 14.58 |
| April 1, 2003 | 11.98 | 12.61 | 13.02 | 13.41 | 13.84 | 14.16 | 14.57 | |
| Educational Allowance | 11.98 | 12.61 | 13.02 | 13.41 | 13.84 | 14.16 | 14.57 | 15.02 |

**SUPPLEMENTARY SALARY SCHEDULE
FOR KEEWEETINOK LAKES REGIONAL HEALTH AUTHORITY #15
at High Prairie Health Complex**

| | 1 | 2 | 3 | 4 | 5 | 6 | 7 | 8 |
|---|----------|----------|----------|----------|----------|----------|----------|----------|
| Emergency Medical Responder | | | | | | | | |
| April 1, 2002 | 15.15 | 15.80 | 16.43 | 17.08 | 17.72 | 18.34 | | |
| April 1, 2003 | 15.60 | 16.27 | 16.92 | 17.59 | 18.25 | 18.89 | | |
| Emergency Medical Technician (Registered) – Ambulance | | | | | | | | |
| April 1, 2002 | 15.87 | 16.55 | 17.22 | 17.89 | 18.63 | 19.24 | | |
| April 1, 2003 | 16.35 | 17.05 | 17.74 | 18.43 | 19.19 | 19.82 | | |

**SUPPLEMENTARY SALARY SCHEDULE
FOR MISTAHIA HEALTH REGION
at Queen Elizabeth II Hospital**

| | 1 | 2 | 3 | 4 | 5 | 6 | 7 | 8 |
|--------------------------------|----------|----------|----------|----------|----------|----------|----------|----------|
| Occupational Therapy Assistant | | | | | | | | |
| April 1, 2002 | 15.15 | 15.80 | 16.43 | 17.08 | 17.72 | 18.34 | | |

| | | | | | | |
|---------------|-------|-------|-------|-------|-------|-------|
| April 1, 2003 | 15.60 | 16.27 | 16.92 | 17.59 | 18.25 | 18.89 |
|---------------|-------|-------|-------|-------|-------|-------|

**SUPPLEMENTARY SALARY SCHEDULE
FOR HEALTH AUTHORITY 5
at Drumheller**

| | 1 | 2 | 3 | 4 | 5 | 6 | 7 | 8 |
|---------------------|----------|----------|----------|----------|----------|----------|----------|----------|
| Activities Convenor | | | | | | | | |
| April 1, 2002 | 14.27 | 14.88 | 15.49 | 16.09 | 16.70 | 17.28 | | |
| April 1, 2003 | 14.70 | 15.33 | 15.95 | 16.57 | 17.20 | 17.80 | | |

**SUPPLEMENTARY SALARY SCHEDULE
FOR MISTAHIA HEALTH REGION
at Beaverlodge Municipal Hospital and Valleyview Health Centre**

| | 1 | 2 | 3 | 4 | 5 | 6 | 7 | 8 |
|--------------------------------|----------|----------|----------|----------|----------|----------|----------|----------|
| Recreational Therapy Attendant | | | | | | | | |
| April 1, 2002 | 11.63 | 12.24 | 12.64 | 13.02 | 13.44 | 13.75 | 14.15 | |
| Educational Allowance | 11.63 | 12.24 | 12.64 | 13.02 | 13.44 | 13.75 | 14.15 | 14.58 |
| April 1, 2003 | 11.98 | 12.61 | 13.02 | 13.41 | 13.84 | 14.16 | 14.57 | |
| Educational Allowance | 11.98 | 12.61 | 13.02 | 13.41 | 13.84 | 14.16 | 14.57 | 15.02 |

**SUPPLEMENTARY SALARY SCHEDULE
FOR CAPITAL HEALTH AUTHORITY AND CARITAS HEALTH GROUP**

| | 1 | 2 | 3 | 4 | 5 | 6 | 7 | 8 |
|---|----------|----------|----------|----------|----------|----------|----------|----------|
| Ward Aid (Glenrose Rehabilitation Hospital) | | | | | | | | |
| April 1, 2002 | 11.63 | 12.24 | 12.64 | 13.02 | 13.44 | 13.75 | 14.15 | |
| Educational Allowance | 11.63 | 12.24 | 12.64 | 13.02 | 13.44 | 13.75 | 14.15 | 14.58 |
| April 1, 2003 | 11.98 | 12.61 | 13.02 | 13.41 | 13.84 | 14.16 | 14.57 | |
| Educational Allowance | 11.98 | 12.61 | 13.02 | 13.41 | 13.84 | 14.16 | 14.57 | 15.02 |

Dialysis Assistant

| | | | | | | |
|---------------|-------|-------|-------|-------|-------|-------|
| April 1, 2002 | 15.31 | 15.95 | 16.60 | 17.24 | 17.90 | 18.52 |
| April 1, 2003 | 15.77 | 16.43 | 17.10 | 17.76 | 18.44 | 19.08 |

Orthopaedic Assistant (Glenrose Rehabilitation Hospital)

| | | | | | | |
|---------------|-------|-------|-------|-------|-------|-------|
| April 1, 2002 | 15.87 | 16.55 | 17.22 | 17.89 | 18.63 | 19.24 |
| April 1, 2003 | 16.35 | 17.05 | 17.74 | 18.43 | 19.19 | 19.82 |

LETTER OF UNDERSTANDING

BETWEEN

(THE EMPLOYER)

- and -

ALBERTA UNION OF PROVINCIAL EMPLOYEES

RE: WORKING ALONE

WHEREAS the Employer and the Union recognize that working alone may be relevant to Occupational Health and Safety;

AND WHEREAS the circumstances of the work environment may vary between workplaces;

NOW THEREFORE it is the desire of the Employer and the Union to maximize employee safety according to the following provisions:

- Incidents of working alone shall be reviewed in accordance with Article 35.01 (d);
- The Union may place the issue on the agenda of the Occupational Health and Safety Committee;
- The committee may generate recommendations to minimize any remaining concerns specific to their workplace;
- These recommendations will be submitted to the Employer;
- If no action is taken within forty-five (45) days the matter shall be referred to the Regional Health Authority or Facility Board in accordance with Article 35.01(e);
- Where appropriate, effective solutions will be shared with other facilities.

ON BEHALF OF THE EMPLOYER

ON BEHALF OF THE UNION

DATE: _____

DATE: _____

LETTER OF UNDERSTANDING

BETWEEN

(EMPLOYER)

- and -

ALBERTA UNION OF PROVINCIAL EMPLOYEES

RE: ARTICLE 4: UNION MEMBERSHIP AND DUES DEDUCTION

1. Where feasible, the Employer will implement:
 - (a) the remittance of Union dues by electronic funds transfer in accordance with Article 4.03;
 - (b) the remittance of the list of information specified in Article 4.03 in electronic format.
2. No later than the first (1st) of the month following ninety (90) days after the date of the ratification of this Collective Agreement, the Employer shall advise the Union regarding whether or not the Employer will implement:
 - (a) the remittance of Union dues by electronic funds transfer in accordance with Article 4.03;
 - (b) the remittance of the list of information specified in Article 4.03 in electronic format, in accordance with Point 1.
3. Where the Employer indicates that it will be providing the information specified in point 1 above in an electronic format, notice provided to the Union shall include written notification of the effective date of the change specified.
4. Where the Employer does not provide the above information in electronic format, the strict provisions of Article 4 shall apply.

ON BEHALF OF THE EMPLOYER

ON BEHALF OF THE UNION

DATE: _____

DATE: _____

LETTER OF UNDERSTANDING

BETWEEN

(EMPLOYER)

- and -

ALBERTA UNION OF PROVINCIAL EMPLOYEES

RE: MUTUAL AGREEMENT TO ADJUST FTES

Whereas the Parties see the mutual value in:

- providing Employees with confirmation of their Full-Time Equivalent (FTE);
- defining approaches to enable the adjustment of FTEs for Employees where mutually agreed; and
- developing larger FTEs and more full-time positions;

The Parties agree as follows:

1. At the time of hire or transfer, the Employer shall state, in writing to the Employee, the Employee's current FTE. Pursuant to this Letter of Understanding, such FTE may be amended by mutual agreement between the Employer and the Union.
 - (a) The process for requesting a change to FTEs shall be as follows:
 - (i) Employees may request to increase or decrease the Employee's FTE. The Employer shall advise the Union of such request.
 - (ii) Employers may offer to increase an Employee's FTE following consultation with the Union.
 - (iii) Seniority shall be considered in determining which Employees are eligible to have their FTEs adjusted in accordance with this Letter of Understanding.
 - (b) Where mutual agreement is reached in accordance with Point 1(a) above:
 - (i) regular hours of work for that classification within the bargaining unit shall not be reduced;
 - (ii) amendments to FTE's 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, or the provisions of Article 32.
- 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 EMPLOYER

ON BEHALF OF THE UNION

DATE: _____

DATE: _____

LETTER OF UNDERSTANDING

BETWEEN

(EMPLOYER)

- and -

ALBERTA UNION OF PROVINCIAL EMPLOYEES

RE: STAFFING/UTILIZATION PROJECT REVIEW COMMITTEE

Whereas the Parties agree that work place issues are best resolved at a local level in an atmosphere of mutual respect and understanding, the parties agree as follows:

1. Either party may request that a Local Staffing/Utilization Project Review Committee be formed.
2. The Committee shall be responsible for the development of Terms of Reference. Each party will be eligible to appoint up to four (4) members to this Committee.
3. The function of the Local Staffing/Utilization Project Review Committee is to examine and make recommendations regarding the following:
 - (a) Safety issues related to scheduling;
 - (b) The application of the scheduling provisions;
 - (c) Assignment of regularly scheduled hours to regular positions;
 - (d) The assignment of extra shifts; and
 - (e) Matters related to staffing and utilization.
4. The Parties shall provide available relevant information to allow for meaningful discussion of local staffing/utilization issues. The parties will endeavour to provide this information in a timely manner and, in any event, not later than thirty (30) days from the date of the request.
5.
 - (a) The Committee may prepare and present recommendations to the CEO or designate. Notwithstanding the foregoing, the union may elect to prepare and present recommendations to the CEO or designate in the absence of agreement on recommendations by the committee.
 - (b) The decision of the CEO or designate regarding the recommendations shall be final and binding.

6. Employees participating in this Committee shall suffer no loss of regular earnings for time spent in meetings.
7. It is not the intention of this Letter of Understanding to limit the rights existing under this Collective Agreement.
8. This Letter of Understanding shall expire on March 31, 2004.

ON BEHALF OF THE EMPLOYER

ON BEHALF OF THE UNION

DATE: _____

DATE: _____

LETTER OF UNDERSTANDING

BETWEEN

(EMPLOYER)

- and -

ALBERTA UNION OF PROVINCIAL EMPLOYEES

RE: ADMINISTRATION OF EDUCATIONAL ALLOWANCE

The Parties agree as follows:

1. This Letter of Understanding shall be applicable to an Employee who is in one (1) of the following classifications:
 - (a) in Paygrade 1: Nursing Attendant, Physiotherapy Attendant, Occupational Therapy Attendant;
 - (b) in the Supplementary Salary Schedule for Aspen Regional Health Authority #11 at Westlock Long Term Care Centre: Recreational Therapy Attendant;
 - (c) in the Supplementary Salary Schedule for Mistahia Health Region at Beaverlodge Municipal Hospital and Valleyview Health Centre: Recreational Therapy Attendant;
 - (d) in the Supplementary Salary Schedule for Capital Health Authority and Caritas Health Group: Ward Aide (Glenrose Rehabilitation Hospital).
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);
 - (c) Graduate Practical Nursing (GPN).
3. (a) An Employee who has successfully completed one or more recognized courses or certificates as outlined in Point 2 above, for which no increment adjustment has been granted, shall upon provision of proof of qualifications to the Employer, be moved one increment effective July 1, 2003.

- (b) Regular Full-time Employees, as detailed in 3(a) above, shall have their anniversary date, for the purpose of an annual increment, changed to July 1, 2003.
 - (c) Part-time and casual employees, as detailed in 3(a) above, who advance an increment shall be entitled to a further increment following the completion of one thousand, eight hundred and thirteen point five (1813.5) hours worked from July 1, 2003.
4. If a new employee is hired into one (1) of the classifications outlined in Point 1 above, on or after the date of ratification, and the new employee has successfully completed one or more recognized courses or certificates as outlined in Point 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.
5. (a) An employee who, during the term of this collective agreement, successfully completes one or more recognized courses or certificates as outlined in Point 2 above, shall be moved one increment. Such increment shall be paid from the date the Employee provides proof of qualifications to the Employer or from July 1, 2003, whichever is the later.
- (b) For Regular Full-time Employees, the date as determined by 5(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 and thirteen point five (1,813.5) hours worked from the date determined by 5(a) above.
6. An Employee shall be eligible for a maximum of one increment increase in the application of this Letter of Understanding.

ON BEHALF OF THE EMPLOYER

ON BEHALF OF THE UNION

DATE: _____

DATE: _____

LETTER OF UNDERSTANDING

BETWEEN

PROVINCIAL HEALTH AUTHORITIES OF ALBERTA

- and -

ALBERTA UNION OF PROVINCIAL EMPLOYEES

RE: SEVERANCE

1. Severance will be offered as a result of organizational changes that result in the permanent reduction in the number of Regular Employees in the bargaining unit.
2. The Employer will select one of or a combination of the following severance options to be offered to eligible Regular Employees, as defined in Item 3 of this Letter of Understanding:

Option I:

- (a) A Regular Full-time Employee shall be eligible for severance pay in the amount of two (2) week's regular pay for each full year of continuous employment to a maximum of forty (40) weeks pay.
- (b) A Regular Part-time Employee shall be eligible for severance pay in the amount of two (2) week's regular pay for each full period of one thousand eight hundred and thirteen point five (1,813.5) hours worked at the basic rate of pay.
- (c) Regular pay shall be defined as regularly scheduled hours of work as at the date on which notice of layoff is issued (which for the purpose of clarity means regularly scheduled hours of work exclusive of overtime hours, call back hours and additional hours for part-time Employees) X Basic Rate of Pay (which for the purpose of clarity means Basic Rate of Pay exclusive of overtime payments and premium payments).
- (d) For purposes of severance, continuous employment will be calculated from the last date of hire recognized with the Employee's current Employer and shall exclude all absences in excess of thirty (30) days.

Option II:

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

- (b) A Regular Part-time Employee shall be eligible for severance notice of two (2) weeks for each full period of one thousand eight hundred and thirteen point five (1,813.5) hours of work to a maximum of forty (40) weeks, during which the Employee shall continue to work.
 - (c) Regular Employees provided severance notice under this Option will be granted leave of absence with pay for the purpose of attending job interviews provided that advance notice is given to the Employer.
- 3. A Regular Employee who has received layoff notice in accordance with Article 32.03 and for whom no alternate vacant position is available pursuant to Article 32, shall have the option to select either of:
 - (a) Layoff with the placement and recall rights as specified in Article 32 of the Collective Agreement; or
 - (b) Severance as offered by the Employer in accordance with this Letter of Understanding.
- 4. A Regular Employee who accepts severance pay as described in Option I above, shall have terminated their employment, with no further rights to recall.
- 5. A Regular Employee who accepts severance notice as described in Option II above shall terminate their employment, with no further rights to recall at the conclusion of the notice period.
- 6. An Employee who has been terminated for just cause or who has resigned or retired shall not be eligible for severance.
- 7. A Regular Employee who receives notice of layoff shall have fourteen (14) calendar days from the date the notice of layoff is issued to advise the Employer, in writing, that the Employee wishes to take the Severance Option offered by the Employer. Any Employee who does not advise the Employer, in writing of the Employee's decision to accept severance shall be deemed to have selected layoff in accordance with Article 32 of this Collective Agreement.
- 8.
 - (a) Employees who select severance will not be eligible for rehire by any Employer who is a party to a Collective Agreement containing this provision, or any Employer or agency funded directly or indirectly by the Employer paying the severance, for the period of the severance (which for the purpose of clarity means the period of time equal to the number of weeks of severance paid to the Employee).

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

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

This Letter of Understanding shall apply over a period of time beginning the date on which the parties exchange notice of ratification for this Collective Agreement and ending March 31, 2004, or upon the date of ratification of the next Collective Agreement, whichever is later.

ON BEHALF OF THE EMPLOYER

ON BEHALF OF THE UNION

DATE: _____

DATE: _____

LETTER OF UNDERSTANDING
BETWEEN
PROVINCIAL HEALTH AUTHORITIES OF ALBERTA
(hereinafter referred to as PHAA)

- and -

ALBERTA UNION OF PROVINCIAL EMPLOYEES
RE: JOINT DISABILITY MANAGEMENT REVIEW

The parties agree to the following:

The Employer, the Union and employees acknowledge their duties under human rights legislation and this Collective Agreement to accommodate temporary and permanent disabilities of employees. The Parties recognize the mutual value of encouraging and enabling employees to return to work from a disability as soon as is safely possible.

1. In order to address the needs of Employers, the Union and employees with regard to disability management issues, the Parties will meet through the Joint Committee to undertake a review of disability management policies of practices.
2. In order to clarify the accrual of vacation and sick leave credits while an Employee is on an approved return to work program, and notwithstanding the provisions of this Collective Agreement, the Parties agree that where an employee is in receipt of Disability Benefits or Workers Compensation Benefits and temporarily returns to work on an approved return to work program prior to a final determination being made regarding their ability to perform the duties of their position:
 - (a) she shall accrue vacation and sick leave credits calculated on the hours worked and directly compensated by the Employer; and

- (b) she shall not be entitled to utilize sick leave credits prior to the completion of the approved return to work program.

ON BEHALF OF THE EMPLOYER

ON BEHALF OF THE UNION

DATE: _____

DATE: _____

LETTER OF UNDERSTANDING
BETWEEN
PROVINCIAL HEALTH AUTHORITIES OF ALBERTA
- and -
ALBERTA UNION OF PROVINCIAL EMPLOYEES
RE: IMPLEMENTATION OF SUPPLEMENTARY
HEALTH DIRECT BILLING CARDS

The parties agree that, on the first day of the month following ninety (90) days after the date of ratification, Direct Billing Cards shall be provided to Employees.

ON BEHALF OF THE EMPLOYER

ON BEHALF OF THE UNION

DATE: _____

DATE: _____

LETTER OF UNDERSTANDING

BETWEEN

**DAVID THOMPSON HEALTH REGION
(Valley Park Manor)**

- and -

ALBERTA UNION OF PROVINCIAL EMPLOYEES

RE: SCHEDULING - FULL TIME PERSONAL CARE AIDE GROUP

The parties agree to the following:

A. Re: Article 12: - Hours of Work

The Parties agree that the provisions of Article 12: Hours of Work shall be amended as reflected in the attached rotation. Within the four (4) week cycle on four occasions there are single days of rest followed by not more than five consecutive shifts.

Other provisions under the hours of work regarding overtime, changing the schedule with notice, weekends off, remain in effect.

Either party may cancel this Letter of Understanding upon provision of ninety (90) days written notice.

This Letter of Understanding does not affect terms and conditions of Regular Part-time or Casual Employees.

ON BEHALF OF THE EMPLOYER

ON BEHALF OF THE UNION

DATE: _____

DATE: _____

LETTER OF UNDERSTANDING
BETWEEN
CROSSROADS REGIONAL HEALTH AUTHORITY
- and -
ALBERTA UNION OF PROVINCIAL EMPLOYEES

WHEREAS the Employer and the Union are parties to this Collective Agreement;

AND WHEREAS it is the desire of the Employer and the Union to amend certain terms and conditions contained in this Collective Agreement;

NOW THEREFORE the Employer and the Union agree to the following provisions;

1. Article 2: Definitions

(a) Replace Article 2.09 with the following:

"2.09 "facility" shall mean the Crossroads Regional Health Authority".

(b) Add Article 2.18

2.18 "site" shall mean any health care institution within the jurisdiction of the Crossroads Regional Health Authority.

(c) Add Article 2.19

2.19 "designated site" shall mean the site from which an Employee is originally designated.

2. Article 11: Appointments and Transfers

Replace Article 11.01 with the following:

"11.01 The Employer shall first post within the designated site notices of vacant positions within the bargaining unit not less than ten (10) calendar days in advance of making an appointment. The posting shall contain the following information:

(a) qualifications required;

(b) employment status.

Also, for information purposes only, a notice of vacancy shall specify the number of hours per shift, shifts per cycle and the current shift pattern for the position.

If a vacancy remains at another site after the provisions of the appointments and transfers article have been implemented, Employees from other sites have the right to apply for the vacancy at the other site.

3. Article 32: Layoff and Recall

The layoff and recall process as outlined in Article 32 shall be administered with the following understanding:

- (a) layoff shall be administered independently within each "designated site".
- (b) recall shall be administered within the "facility" (Crossroads Regional Health Authority) wherein the Employee has the right of one (1) refusal to recall within the "facility" (Crossroads Regional Health Authority). This refusal shall not adversely affect the Employee's recall status at their "designated site".

4. Article 35: Health and Safety

Replace Article 35.01 with the following:

"35.01 The Employer shall establish a Health and Safety Committee on each site, which shall be composed of representatives of the Employer and representatives of the Union and may include representatives of other Employee groups. This Committee shall meet once per month. An Employee shall be paid her Basic Rate of Pay for attendance at these Committee meetings."

5. Article 38: Employee-Management Advisory Committee

Replace Article 38.02 with the following:

"38.02 In a site that has an established mechanism(s) that performs the functions of the EMAC as described in Article 38.01(b) and where the mechanism(s) provides for the representation from this bargaining unit then the Employer and the representative of the Union may mutually agree to waive Article 38.01(a)."

6. Employees Working on Other Sites

- (a) Employees from any site may be assigned or required to work at another site for the purpose of Skill Maintenance, Education or Orientation, Meetings, Specialized Services (Surgical Suites, Emergency or Maternity), and for the purpose of providing assistance in emergency situations.

- (b) For Employees assigned to work at another site, the following conditions shall apply:
 - (i) The Employer shall endeavor to offer staff in similar circumstances similar opportunities to attend other sites for skill maintenance;
 - (ii) Twelve (12) weeks notice of such assignments shall be given to Employee(s) assigned for the purpose of Skill Maintenance and Education with a copy to the Union. The twelve (12) week notice period may be waived by mutual agreement between the Union and the Employer.
 - (iii) Any single assignment for Skill Maintenance and Education purposes shall not exceed three (3) months. The term of assignments can be renewed and extended by mutual agreement.
 - (iv) The parties agree that this clause will not be used for the purposes of regularly scheduling Employees across sites on an ongoing basis or solely for operational convenience.
 - (v) An Employee working at another site shall receive a reasonable period of orientation to the other site.
 - (vi) There shall be no layoffs as a result of an Employee working at more than one (1) site.

7. Remuneration for Employees Assigned to Work at Another Site

- (a) In addition to transportation costs provided in the Collective Agreement, the Employer shall reimburse Employees by the following:
 - (i) Travel time will be paid at a fifteen cents (\$0.15) per kilometre flat rate for travel from the "designated site" to another site.

- (ii) If required to stay overnight, meals occurring during the non-working hours will be paid at the following rates:

| | |
|---------------|--|
| Breakfast | \$6.25 |
| Lunch | \$8.00 |
| Dinner | \$14.50 |
| Accommodation | Actual cost (hotel receipts required) or \$14.00 allowance for private accommodation other than hotel. |
| Incidentals | Actual cost (receipts required for phone calls, parking, etc.) |

ON BEHALF OF THE EMPLOYER

ON BEHALF OF THE UNION

DATE: _____

DATE: _____

LETTER OF UNDERSTANDING

BETWEEN

CAPITAL HEALTH AUTHORITY (CHA)

- and -

ALBERTA UNION OF PROVINCIAL EMPLOYEES

**RE: OR TECH TRAINING EDUCATIONAL OPPORTUNITY WITH CAPITAL
HEALTH, UNIVERSITY OF ALBERTA HOSPITAL SITE AND GRANT MACEWAN
COMMUNITY COLLEGE (GMCC)**

1. The Capital Health Authority plans to support education opportunities for training of Operating Room Technicians in partnership with GMCC, commencing on or about March 11, 2002.
2. The parties recognize the objective of the educational offering is to develop additional qualified staff for the Operative Services program. Consequently, if qualified applicants are not available, the Employer will provide first consideration for sponsored participation to internal applicants. Recognizing that these are not the sole criteria, consideration will be extended to internal applicants in the following order:
 - (a) Those interested in the operating room with one (1) year of current surgical experience and the ability to apply such in an acute care operating room setting; and
 - (b) Those interested in working in the operating room as part of a multi-disciplinary team with no previous education preparation or experience in the operating room.
3. Selections of applicant will be in accordance with Article 11: Appointments and Transfers, recognizing program objectives/limitations, and operational requirements of the applicant's home unit. The Employer will allow at least one (1) regular position incumbent to be sponsored from a unit before invoking operations requirements.
4. Sponsored participants will be placed into full-time regular positions upon successful completion of the program.
5. Capital Health will pay full course registration for sponsored participants in the training course inclusive of course fee and textbooks to a maximum of three thousand dollars (\$3,000.00).
6. Sponsored students will complete a twelve (12) week home study program followed by twelve (12) weeks of training provided in partnership with GMCC. Successful internal

applicants will be provided educational leave with pay to complete the twelve (12) weeks of training. External applicants will be considered as paid students at the applicable step of the LPN pay range for the twelve (12) week training period. Sponsored applicants may not request vacation during the twelve (12) week training period. The overall program must be completed within a maximum period of twenty-seven (27) weeks. Trial or probation periods shall commence after completion of the training.

7. Sponsored participants accepting and satisfactorily completing the educational opportunity must commit to a "Return Service Agreement" within that program in Capital Health (e.g. within Operative Services at the UAH for related positions). The "Return Service Commitment" will be for a minimum of twelve (12) calendar months for internals and twenty-four (24) calendar months for externals, upon successful completion of the training certificate. If the Employee resigns prior to the end of this Return Service Commitment period, unless for reasons accepted by Capital Health as beyond the Employee's control, the Employee will reimburse the costs of the paid training period plus registration and textbook costs, on a pro-rated basis based upon the time left in the Return Service Commitment period. The foregoing shall also apply to Employees who terminate employment as a result of unsuccessful completion of a trial or probationary period.
8. A sponsored applicant who fails to complete the educational program shall reimburse the costs incurred by the Employer for the program or, if internal in a regular position, shall commit to continue in the service of the Employer for a minimum period of twelve (12) months following withdrawal or unsatisfactory completion of the program. Capital Health may waive this provision in its own discretion for acceptable reasons.
9. The Employer will not unreasonably deny a leave of absence without pay for Employees requesting leave for the twelve (12) weeks of classroom/clinical training. Employees shall provide a written request of no less than four (4) weeks prior to commencement of the leave of absence.
10. The Parties agree this educational opportunity and related processes may be a one-time offering and would not be considered a precedent setting or standard practice.
11. The Parties agree that this Letter of Understanding does not constitute precedent for future interpretations or applications under this Collective Agreement, particularly in application to Article 11: Appointments and Transfers and Article 27: Leave of Absence.

ON BEHALF OF THE EMPLOYER

ON BEHALF OF THE UNION

DATE: _____

DATE: _____

LETTER OF UNDERSTANDING

BETWEEN

HEADWATERS HEALTH AUTHORITY

- and -

ALBERTA UNION OF PROVINCIAL EMPLOYEES

RE: LOCAL CONDITION APPLICABLE TO THE CANMORE GENERAL HOSPITAL (HEADWATERS HEALTH AUTHORITY) AND THE ALBERTA UNION OF PROVINCIAL EMPLOYEES RE: ARTICLE 28 - PENSION PLAN

The purpose of this Local Condition is to amend certain articles of the Collective Agreement between the Parties to provide for the following conditions unique to the Canmore General Hospital (Headwaters Health Authority).

The Parties agree that the provisions of Article 28 (Pension Plan) shall be amended as follows:

1. The provisions of Article 28 (Pension Plan) shall not be effective until such time as all Employee groups at the Canmore General Hospital site of the Headwaters Health Authority agree to the implementation of the Local Authorities Pension Plan.
2. The Employer shall provide to Employees affected by this Collective Agreement at least ninety (90) calendar days notice of the implementation of the Local Authorities Pension Plan.
3. Where the Employer has provided notice to Employees that the Local Authorities Pension Plan will be implemented, the Employer agrees to apply to the Local Authorities Pension Plan Board to exempt Employees from the Local Authorities Pension Plan who have contributed to the Group Registered Retirement Savings Plan for a continuous period in excess of five (5) years. Employees exempted from the Local Authorities Pension Plan shall be permitted to continue their participation in the existing Group Registered Retirement Savings Plan.

4. The Parties agree that, until such time as the Local Authorities Pension Plan is implemented, the Employer shall contribute to each Employee's account in the Canmore Municipal Hospital Group Registered Retirement Savings Plan a sum equivalent to four point five percent (4.5%) of the Employee's Basic Rate of Pay up to the maximum specified from time to time by the Local Authorities Pension Plan for the purpose of that plan and six percent (6%) of any pensionable earning in excess thereof.

ON BEHALF OF THE EMPLOYER

ON BEHALF OF THE UNION

DATE: _____

DATE: _____

LETTER OF UNDERSTANDING

BETWEEN

CAPITAL HEALTH AUTHORITY and CARITAS HEALTH GROUP

- and -

ALBERTA UNION OF PROVINCIAL EMPLOYEES

RE: LOCAL CONDITIONS

The Parties agree to the following:

A. Local Conditions Applicable to Capital Health Authority at the Royal Alexandra Hospital

Re: Article 9 - Seniority

The Parties agree that the provisions of Article 9 (Seniority) shall be deleted and replaced with the following:

"9.01 Seniority shall mean continuous employment from the last date of hire calculated on accrued hours worked exclusive of all overtime hours. Seniority shall not apply during the probationary period; however, once the probationary period has been completed, seniority shall be credited from the date of employment.

9.02 Seniority shall be considered in determining:

- (a) Assignment of available shift schedules, subject to the provision of Articles 12, 29 and 40;
- (b) Preference of vacation time;
- (c) Layoffs and recalls, subject to the provisions specified in Article 32;
- (d) transfers and in filling vacancies within the bargaining unit subject to the provisions specified in Article 11.

9.03 Notwithstanding Clause 9.01, seniority shall accrue on the basis of normal hours of work during:

- (a) leaves of absence without pay up to thirty (30) calendar days;
- (b) leaves of absence with pay;

- 9.04 Seniority shall be considered broken, all rights forfeited, and there shall be no obligation to rehire:
- (a) when employment is terminated and the Employee is not reinstated by arbitration;
 - (b) upon the expiry of twenty-four (24) months following layoff, 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.
- 9.05 The seniority list will be updated by the Employer and posted on the Bulletin Board provided pursuant to the provisions of Article 34, not less frequently than once per month. Copies of said seniority lists will be provided to the Union following posting. The Union shall have three (3) months in which to take issue with the seniority list, otherwise the seniority list will be deemed to be correct.
- 9.06 Should a difference arise regarding an Employee's seniority, the Employer will provide the Employee with the information necessary to establish accurate seniority."

B. Local Conditions Applicable to Capital Health Authority and Caritas Health Group, Excluding Royal Alexandra Hospital

Re: Article 12: Hours of Work

The Parties agree that the provisions of Article 12: Hours of Work shall be amended as follows:

- "12.05 (a) (iii) two (2) weekends off in each five (5) week period, or where operationally practical three (3) weekends off in each six (6) week period. "Weekend" shall mean a Saturday and the following Sunday, assuring a minimum period of fifty-six (56) hours off-duty."

C. Local Conditions Applicable to Capital Health Authority at the Royal Alexandra Hospital

Re: Article 12 - Hours of Work

The Parties agree that the provisions of Article 12: Hours of Work shall be deleted and replaced with the following:

"12.01 Regular hours of work for Full-time Employees, exclusive of meal periods shall be:

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

12.02 Regular hours of work shall be deemed to:

- (a) include, as scheduled by the Employer, either:
 - (i) two (2) rest periods of fifteen (15) minutes during each full working shift of seven and three-quarter (7 3/4) hours, or
 - (ii) one rest period of thirty (30) minutes during each full working shift of seven and three-quarter (7 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) include, as scheduled by the Employer, one rest period of fifteen (15) minutes during each half shift of not less than three point eight seven (3.87) hours.
- (c) exclude a meal period of thirty (30) minutes to be scheduled by the Employer during each working day on which the Employee works in excess of four (4) hours.

12.03 (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 her meal period, she shall be so advised in advance and be paid for that meal period at her Basic Rate of Pay.

(b) If an Employee is recalled to duty or if the Employer requires an Employee to work during her meal period or rest period, she shall be given a full meal period or rest period later in her 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) her Basic Rate of Pay; or
- (ii) for a meal period for which the Employee is entitled to be paid in accordance with Article 12.03(a), at two times (2X) her 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) her Basic Rate of Pay.

12.04 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 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.

12.05 (a) The Employer, in scheduling shifts, shall take into consideration an Employee's request for certain shift schedules, subject to the requirements of Article 12.07 and 12.09.

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

- (i) days, evenings, nights;
- (ii) days only;
- (iii) evenings only (only by request of Employee);
- (iv) nights only (only by request of Employee);
- (v) evenings and days (rotation);
- (vi) nights and evenings (only by request of Employee);
- (vii) nights and days (rotation).

(c) A request by an Employee to work evenings only or nights only shall not be unreasonably withheld, but the Employer may require an Employee working evenings only or nights only to work blocks of day shift for the purpose of maintaining competencies, totaling not more than one hundred and sixteen and one-quarter (116 1/4) regular hours worked in a calendar year. Where a request to work evenings or nights only is accommodated, the Employee may alter that request provided operational requirements permit the alteration, and fourteen (14) weeks notice of intention, has been given.

(d) Employees working shift choices (i), (v) and (vii), shall be assigned a day duty at least two-fifths (2/5) 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.

- 12.06 (a) All shift schedules shall be posted not less than twelve (12) weeks in advance except when application of this Article is waived by mutual agreement between the Employer and the Employee or such shorter period as agreed between the Employer and Local Representative of the Union.
- (b) If an Employee's scheduled days off are changed without fourteen (14) calendar days notice, the Employee shall be paid at two times (2X) her Basic Rate of Pay for all hours worked on what would otherwise have been her off duty days.
- (c) Except when application of this Article is waived by mutual agreement between the Employer and the Employee, if, in the course of a posted schedule, the Employer changes an Employee's scheduled shift, but not her scheduled days off, she shall be paid at the rate of two times (2X) her 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.
- (d) If an Employee requests a schedule change agreeable to the Employer, this Clause does not apply.

12.07 Except in cases of emergency or by mutual agreement between an Employee and the Employer, shift schedules for Full-time Employees shall provide for:

- (a) at least two (2) consecutive days off;
- (b) three (3) weekends off in each six (6) week period. "Weekend" shall mean a Saturday and the following Sunday, assuring a minimum period of fifty-six (56) hours off-duty.

12.08 An Employee will not be scheduled to work more than seven (7) consecutive days except as may be mutually agreed between the Employer and the Employee, or in cases of emergency. Where mutually agreed, such additional days shall be paid at the Basic Rate of Pay.

12.09 Except by mutual agreement between a Regular Employee and the Employer, shift schedules shall provide for at least fifteen and one-half (15 1/2) hours off duty between shifts. If an Employee is required by the Employer to change shifts without receiving fifteen and one-half (15 1/2) hours off duty, she shall be entitled to premium pay at two times (2X) her Basic Rate of Pay for that shift. If the Employee requests a schedule change agreeable to the Employer, this Section

shall not apply. This Section shall not apply in cases when Clause 12.06 above has been applied in altering a shift schedule.

- 12.10 Regular Employees may be allowed to exchange shifts, however, only with the prior approval of the Employer. Such exchange shall not be deemed a violation of the provisions of this Collective Agreement.
- 12.11 Regular Employees shall not be scheduled to work shifts involving more than two (2) different starting times between scheduled days off, except as mutually agreed between the Employer and the Employee.
- 12.12 When an Employee reports for work as assigned, and is directed by the Employer to leave, she shall be compensated for the inconvenience by a payment equivalent to four (4) hours at her Basic Rate of Pay.
- 12.13 On the day fixed by proclamation, in accordance with the Daylight Saving 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 therefore at the applicable overtime rate. On the date fixed by said Act for the resumption of Daylight Saving Time, the resultant reduction of one (1) hour in the shift involved shall be effected with the appropriate deduction in regular earnings.
- 12.14 Modified hours of work may be implemented upon mutual agreement of the parties.
- 12.15 (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 point seven five (7.75) in a day or thirty-eight point seven five (38.75) in a week averaged over one (1) cycle of this shift schedule, in which event Articles 12.01, 12.06, 12.07, 12.08 and 12.09 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.

12.16 Licensed Practical Nurses who were formerly known as Registered Nursing Assistants and Registered Nursing Orderlies will not be scheduled to work more than six (6) consecutive days without receiving a day or days off duty, except as may be agreed between the Employer and Employee."

D. Local Conditions Applicable to Capital Health Authority and Caritas Health Group

Re: Article 14 - Salaries

The Parties agree that Article 14.04(b) shall be deleted and replaced by the following:

"14.04 (b) In the event an Employee is reclassified to a classification with a lower rate of pay, her salary shall be red-circled for a period of twenty-four (24) months, or until the rate of pay of the new classification equals or exceeds her red-circled rate of pay, whichever comes sooner."

E. Local Conditions Applicable to Capital Health Authority and Caritas Health Group

Re: Article 16 and 17 - Shift and Weekend Premiums

All provisions of Articles 16 and 17 shall apply, except as outlined below:

1. Article 16.01 shall be deleted and replaced with the following provision:

"16.01 A shift differential of one dollar and seventy-five cents (\$1.75) per hour shall be paid to Employees for all hours worked within the period between fifteen hundred (1500) hours and zero seven hundred (0700) hours. Shift differential payments shall not be considered as part of the Employee's Basic Rate of Pay. This does not apply to the zero seven hundred (0700) hours to fifteen hundred and fifteen (1515) hour day shift".

2. Article 17.01 shall be deleted and replaced with the following provision:

"17.01 A weekend premium of one dollar and seventy-five cents (\$1.75) per hour shall be paid to Employees for all hours worked from the beginning of the evening shift on Friday to the end of the night shift on Monday morning. Such premium payments shall not be considered as part of the Employee's Basic Rate of Pay."

3. Where applicable, an Employee shall be eligible to receive both Shift Differential and Weekend Premium.

F. Local Conditions Applicable to Capital Health Authority and Caritas Health Group

Re: Article 24 - Employee Benefits Plan

The Parties agree that the following provisions of Article 24: Employee Benefits Plan shall be amended to read:

- "24.01 (a) Alberta Blue Cross Supplementary Benefits Plan, or equivalent including the direct payment and/or reimbursement provisions that were in effect on December 31, 1997;
- (b) A group plan to provide for:
- (i) Alberta Health Care
 - (ii) Group Life Insurance (Basic);
 - (iii) Accidental Death and Dismemberment (Basic);
 - (iv) Short Term Disability [income replacement for a period of up to one hundred and twenty (120) working days during a qualifying disability equal to sixty-six and two-thirds percent (66 2/3%) of basic weekly earnings to the established maximum following a fourteen (14) day elimination period where applicable. The Short Term Disability shall become effective on the first (1st) working day following the expiry of sick leave credits in the case of absence due to injury or hospitalization. In the particular case of Employees who have insufficient sick leave credits to satisfy the fourteen (14) calendar day elimination period, the Short Term Disability shall commence on the fifteenth (15th) day following the commencement of non-hospitalized sickness];
 - (v) Long Term Disability [income replacement during a qualifying disability equal to sixty-six and two-thirds percent (66 2/3%) of basic monthly earnings to the established maximum following a one hundred and twenty (120) working day elimination period];
 - (vi) Alberta Blue Cross Dental Plan or equivalent, which provides for the reimbursement of eighty percent (80%) of eligible Basic Services, fifty percent (50%) of eligible Extensive Services, and fifty percent (50%) of eligible Orthodontic Services, in accordance with the current Alberta Blue Cross Dental Fee Schedule or Canadian Life and Health Insurance Association Fee Guide. A maximum annual reimbursement of fifteen hundred dollars (\$1,500) per insured person per benefit year shall apply to Extensive Services. Orthodontic Services shall be subject to a

lifetime maximum reimbursement of fifteen hundred dollars (\$1,500) per insured person.

G. Local Conditions Applicable To Capital Health Authority at the Royal Alexandra Hospital

Re: Article 24 - Benefit Plans - Temporary Employees Eligibility For Benefits

The Parties agree that Article 24 will be amended by adding:

"24.06 Temporary Employees at the Royal Alexandra Hospital site will continue to be eligible for benefits, in accordance with Article 24, if their temporary position is for a period of three (3) months or more."

H. Local Conditions Applicable To Capital Health Authority at the Royal Alexandra Hospital

Re: Article 25 - Sick Leave

Article 25 shall be amended to include the following provision:

"25.15 Licensed Practical Nurses who were formally known as Registered Nursing Assistants, Registered Nursing Orderlies, and Nursing Attendants who have previously been entitled to receive pay in the amount of twenty-five percent (25%) of any unexpended sick leave credit on termination, shall continue to be entitled to such, providing that they were employed by the hospital prior to April 1, 1975 and have had five (5) years continuous permanent employment. "

I. Local Condition Applicable To Capital Health Authority at the Glenrose Rehabilitation Hospital

Re: Article 25 - Sick Leave

Article 25 shall be amended to include the following provisions:

1. The provisions of Article 25 - Sick Leave shall be deleted and replaced with the following:

"25.01 Definitions

- (a) "Illness" means any illness, injury (other than injuries covered by the *Workers' Compensation Act*) or quarantine restrictions.
- (b) "Casual Illness" means an illness which causes an Employee to be absent from her scheduled duty for a period of three (3) successive work days, or less.
- (c) "General Illness" means an illness which causes an Employee to be absent from her scheduled duty for a period of more than three (3) successive work days.
- (d) "Benefits Year" begins on the date employment commenced as defined in this Agreement, and continues for one (1) full year thereafter unless altered by the addition of any period of leave without pay in excess of thirty (30) calendar days, which time shall be added to the previously established employment date for the purpose of establishing a new Benefit Year which shall prevail thereafter.

25.02 Sick Leave Entitlement

Sick leave entitlement is as follows:

- (a) During the first (1st) benefit year an Employee shall accumulate sick leave entitlement at the rate of one and one-quarter (1 1/4) work days per month worked up to a total of fifteen (15) work days with full pay.
- (b) After the completion of the first (1st) benefit year, sick leave entitlement shall be:

| <u>Benefit Year</u> <u>During the</u> | <u>Entitlement</u> <u>at Full Pay</u> |
|--|--|
| Second Benefit Year | 30 work days |
| Third Benefit Year | 45 work days |
| Fourth Benefit Year | 60 work days |
| Fifth Benefit Year | 75 work days |
| Sixth Benefit Year | 90 work days |
| Seventh Benefit Year | 105 work days |
| Eighth and in each subsequent | 120 work days |

25.03 Conditions of Sick Leave Entitlement

- (a) Payment for sick leave entitlement shall be based on the Employee's basic salary and shall not include premiums.
- (b) During any benefit year not more than ten (10) work days of the sick leave entitlement may be utilized for absences classified as "Casual Illness".
- (c) Employees who have accumulated sufficient sick leave credits to draw upon shall be paid full pay for each occasion of illness in calendar year calculated from becoming eligible for sick leave.
- (d) If an Employee uses her total sick leave entitlement in any one benefit year, she is not entitled to any further sick leave with pay during that benefit year.
- (e) When an absence on account of "General Illness" continues from one benefit year into the next, the period of leave with pay in respect of that illness shall be determined in accordance with the

sick leave entitlement for the benefit year in which the absence commenced.

- (f) Where an Employee uses her total sick leave entitlement in any one benefit year, she is not entitled to further sick leave with pay during a subsequent benefit year, until she has completed one (1) months' service from the date of her return to duty.
- (g) Where an Employee has been absent on account of General Illness in one benefit year and within thirty (30) days of her return to duty again absents herself, the second (2nd) illness may be considered a continuation of the original illness for the purpose of determining sick leave entitlement.
- (h) No sick leave entitlement will be granted when an illness commences while an Employee is absent on an approved leave or vacation period until the date she was scheduled to return to duty.
- (i) An Employee who is unable to report to duty due to illness is required to inform her immediate supervisor prior to zero six thirty (0630) hours for day shifts, twelve hundred (1200) hours for evening shifts, twenty-one hundred (2100) hours for night shifts.
- (j) An Employee may be required to provide acceptable proof of illness for an absence and for sick leave entitlement.

25.04 If an Employee requires time off for the purpose of attending a dental, physiotherapy, optical or medical appointment, provided she has been given prior authorization by the Employer, such absence shall be charged against her accumulated sick leave. Employees may be required to submit satisfactory proof of such appointment.

25.05 No sick leave shall be granted for any illness or injury which is incurred once an Employee commences her vacation; in this event, the Employee will be receiving vacation pay.

Notwithstanding the foregoing, should an Employee demonstrate to the satisfaction of the Employer that she was admitted to a hospital as an "in-patient" contiguous to or during the course of her vacation, she shall be considered to be on sick leave for the period of the stay in the hospital, and subsequent period of recovery, subject to the provisions of Article 25 (Sick Leave). Vacation time not taken as a result of such stay in hospital shall be taken at a mutually agreeable later date.

- 25.06 Upon request of an Employee but not more frequently than once a year, the Employer shall advise an Employee of her accrued sick leave credits.
- 25.07 An Employee who has accrued sick leave entitlement under the terms of this Agreement shall, upon the voluntary termination of her employment with the Employer, be entitled to retain such entitlement provided she enters into employment at an Institution at which the Employer is also party to an agreement with an identical sick leave provision, within six (6) months of the date of her termination of employment. Otherwise sick leave credits shall be canceled 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 her sick leave entitlement upon termination.
- 25.08 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 agreement;
 - (c) days on which the Employee is absent from work while attending official Union business.
- 25.09 An Employee who has exhausted her sick leave credits during the course of an illness, and the illness continues, shall be deemed to be on leave of absence without pay or benefits except as provided in Article 27.01, for the duration of the illness or as provided below. The Employee shall keep the Employer advised as to when she shall be expected back to work and shall provide the Employer with fourteen (14) days written notice of readiness to return to work and:
- (a) if the Employee is capable of performing the duties of her former position shall be reinstated by the Employer in the same position which she held immediately prior to her disability at not less than the same step in the pay scale and other benefits that accrued to her prior to her disability;
 - (b) if the Employee is incapable of performing the duties of her former position, but is capable of performing the duties of her former classification, she shall have a reasonable effort made by the Employer to place her in an available position that she is capable

of performing. In such a case the Union agrees to waive the posting provisions of the Collective Agreement;

- (c) at the expiration of twenty-four (24) months from the last day of paid sick leave, an Employee who is not capable of returning to work pursuant to (a) or (b) above shall be considered to have terminated her employment relationship with the Employer."

2. Amend Sick Leave Article 29.22 to read:

"29.22 Regular Part-time Employees are entitled to fifty percent (50%) of the sick leave entitlement as defined in Article 25. Payment will be made only for those days they are regularly scheduled to work and cannot attend because of illness. Conditions of sick leave entitlement as set out in Article 25 apply."

J. Local Conditions Applicable to Capital Health Authority and Caritas Health Group, excluding Royal Alexandra Hospital and Glenrose Rehabilitation Hospital

Re: Article 27: Leave of Absence

The parties agree that the provisions of Article 27: Leave of Absence shall be amended to read:

- "27.07 (a) 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, child, parent, brother, sister, mother-in-law, father-in-law, son-in-law, daughter-in-law, grandparent, grandchild, guardian, fiancé, aunt or uncle). Spouse shall include common-law and/or same-sex relationship. Step-parent, step-children, step-brother and step-sister shall be considered as members of the Employee's immediate family. For the first three (3) 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. Bereavement leave may include normal days off and/or vacation but no additional payment is due therefore."

K. Local Condition Applicable to Capital Health Authority at the Royal Alexandra Hospital

Re: Article 27 - Leave of Absence - Bereavement

The Parties agree that Article 27.07 will be deleted and replaced by the following:

- "27.07 (a) Bereavement leave of five (5) days, without loss of income, shall be granted in the event of death of a member of the Employee's immediate family, i.e. children, parents, brothers, sisters, spouse - including common-law, mother-in-law, father-in-law, grandparents, son-in-law, daughter-in-law, sister-in-law, brother-in-law, niece, nephew, grandchild, fiancé, guardian, aunt or uncle. Such days may be taken only in the period which extends from the date of death to the date of internment. In the event that travel in excess of three hundred (300) kilometers one way is necessary, travel time shall be allowed within the above five (5) day period. Bereavement leave may include normal days off and/or vacation, but no additional payment is due therefore.
- (b) In the event of a death of another relative or close friend, the Employer may grant up to one (1) working day off with pay to attend the funeral services.
- (c) An Employee shall not be required to take previously unscheduled vacation leave in lieu of bereavement leave when she is entitled to that bereavement leave."

L. Local Condition Applicable to Capital Health Authority at the Glenrose Rehabilitation Hospital

Re: Article 27 - Leave of Absence - Bereavement

The Parties agree that Article 27.07 will be deleted and replaced by the following:

"27.07 In the event of death in the immediate family or for other relatives as herein defined, an Employee so bereaved shall be allowed such period of leave, as defined below, to attend the funeral without loss of regular earnings according to the following guidelines:

- (a) In the case of a husband, wife, parent, parent-in-law, son, daughter, son-in-law, daughter-in-law, brother, sister, brother-in-law, sister-in-law, or common law spouse, up to three (3) working days (parent, son and daughter are interpreted to include step-parents and step-children).
- (b) In the case of grandparents, grandchildren, uncles, aunts, nieces, nephews, foster-parents, (if not considered true parents in (a) above), up to two (2) working days.
- (c) Travel time, not exceeding two (2) days, in addition to the foregoing may be approved by the Employer."

M. Local Conditions Applicable to Capital Health Authority and Caritas Health Group

Re: Article 29 - Regular Part-time Employees

The parties agree that the provisions of Article 29: Regular Part-time Employees shall be amended as follows:

"29.05 (a) (ii) an Employee shall not be scheduled to work on two (2) weekends in a five (5) week period or where operationally practical, three (3) weekends off in each six (6) week period. "Weekend" shall mean a Saturday and the following Sunday, assuring a minimum period of fifty-six (56) hours off-duty."

N. Local Condition Applicable to Capital Health Authority at the Royal Alexandra Hospital

Re: Article 29 - Part-Time Employees

The Parties agree that Article 29 will be amended as follows:

"29.01 All provisions of this Collective Agreement and the Local Conditions for the Capital Health Authority and Caritas Health Group shall apply to Regular Part-time Employees, except as modified by this Article. The modifications are:

29.02 Hours of Work

- (a) Hours of work for a Regular Part-time Employee shall be up to seven and three-quarter ($7 \frac{3}{4}$) hours in a day.
- (b) A Regular Part-time Employee will not be scheduled to work in a manner where the ratio of work days to non-work days exceeds five:two (5:2), averaged over one (1) complete cycle of the shift schedule.
- (c) The basic hourly rate will prevail for additional work assigned to a Regular Part-time Employee beyond her scheduled hours, provided the Employee accepts the assignment and provided that total work time does not exceed that specified in Sub-Clause 29.03 (Overtime).

29.03 Overtime

- (a) The overtime rate of two times (2X) shall be paid for work authorized by the Employer and performed by the Employee on days in excess of the work ratio referred to in Clause 29.02 above, beyond seven and three-quarter ($7 \frac{3}{4}$) hours worked in any given work day.

29.04 Vacations and Named Holidays

- (a) A Part-time Employee required to work on a Named Holiday shall be paid at:
 - (i) one and one-half times ($1 \frac{1}{2}X$) her Basic Rate of Pay for work performed up to seven and three-quarter ($7 \frac{3}{4}$) hours;
 - (ii) two and one-half times ($2 \frac{1}{2}X$) her Basic Rate of Pay for overtime worked on that Named Holiday.

No other premiums shall be applicable when the overtime rate specified in Article 29.04 is paid.

- (b) Regular Part-time Employees shall be paid, in addition to their Basic Rate of Pay, four point six percent (4.6%) of this rate per pay period in lieu of the aforementioned paid holidays.
- (c) An Employee leaving the service of the Employer at any time before she has exhausted the vacation credits to which she is entitled, shall receive a proportionate payment of salary in lieu of such earned vacation.
- (d) Vacation pay to be paid to a Regular Part-time Employee, at least one (1) day but not more than two (2) weeks before the commencement of the Employee's vacation, shall be in accordance with the following formula: The hours worked during the preceding employment year multiplied by the Basic Rate of Pay in effect on the date vacation leave commences, multiplied by the applicable rate of:
 - (i) six percent (6%) for entitlement earned during the first (1st) and second (2nd) employment years; or
 - (ii) eight percent (8%) for entitlement earned during the third (3rd) to fourteenth (14th) employment years; or
 - (iii) ten percent (10%) for entitlement earned during the fifteenth (15th) to twenty-fourth (24th) employment years; or
 - (iv) twelve percent (12%) for entitlement earned during the twenty-fifth (25th) and subsequent employment years.

(Example: 500 hours X \$10.00 per hour X .06 = \$300.00)

29.05 Sick Leave

Regular Part-time Employees shall accumulate sick leave credits equivalent to one and one-half (1 1/2) working days for each period of employment equivalent to one (1) month of full-time work (one hundred sixty-eight (168) hours) to a maximum of one hundred and twenty (120) full days. When a Regular Part-time Employee is sick and has accumulated sick leave credits, she shall be paid for scheduled hours of work in accordance with the terms of the Sick Leave Article.

29.06 Prepaid Health Benefits

Regular Part-time Employees who work a minimum of fifteen and one-half (15 1/2) hours averaged over the complete cycle of the shift schedule shall participate in the prepaid health benefits plan.

29.07 Bereavement Leave

Bereavement leave shall be granted to Regular Part-time Employees, as provided in, Local Condition - Royal Alexandra Hospital K - Re: Article 27 Leave of Absence - Bereavement, provided the consecutive working days are immediately following the death and are scheduled work days. No payment will be made for any of these days on which the Employee is not scheduled to work."

O. Local Condition Applicable to Capital Health Authority at the Royal Alexandra Hospital

Re: Article 30 - Temporary Employees

The Parties agree that Article 30 will be deleted and replaced with the following:

"30.01 All provisions of this Collective Agreement shall apply to Temporary Employees, except as modified by this Article. The modifications are:

30.02 Layoff and Recall

The provisions of Article 32, Layoff and Recall, shall not apply to Temporary Employees.

30.03 Grievance Procedure

A Temporary Employee shall not have the right to grieve the termination of her employment or the expiry of the term for which she was hired."

P. Local Condition Applicable to Capital Health Authority at Royal Alexandra Hospital

Re: Article 31 - Casual Employees

The Parties agree that Article 31 will be amended as follows:

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

31.02 Salaries

(a) The hourly rate of pay for Casual Employees shall be outlined in the Salaries Schedule.

(b) Casual Employees shall be entitled to increments as provided in the Salaries Schedule, upon the completion of two thousand twenty-two point

seven five (2,022.75) hours worked and thereafter a further increment upon the completion of each period of one thousand eight hundred and thirteen point five (1,813.50) hours worked to the maximum increment granted Full-time Employees.

31.03 Vacations and Paid Holidays

- (a) A Casual Employee required to work on a Named Holiday shall be paid at:
 - (i) one and one-half times (1 1/2X) her Basic Rate of Pay for work performed up to seven and three-quarter (7 3/4) hours;
 - (ii) two and one-half times (2 1/2X) her 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, four point six percent (4.6%) of their Basic Rate of Pay in lieu of the aforementioned paid holidays.
- (c) 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) work 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 entitlement of twenty-five (25) work days.
- (d) Casual Employees shall not be scheduled or on-call for a three (3) week period for vacation purposes.

31.04 Casual Employees shall be paid:

- (a) shift differential and weekend premium in accordance with the Local Conditions for the Royal Alexandra Hospital; and
- (b) on-call duty pay or temporary assignment pay in accordance with the terms of this Collective Agreement.

31.05 Hours of Work and Overtime

- (a) Hours of work for a Casual Employee shall be up to seven and three-quarter (7 3/4) hours in a day.

- (b) A Casual Employee will not be scheduled to work in a manner where the ratio of work days to non-work days exceeds five:two (5:2) averaged over twelve (12) calendar weeks.
- (c) Casual Employees will not be required to work in excess of seven (7) consecutive shifts without receiving time off.
- (d) Casual Employees shall be paid overtime rates for all hours authorized by the Employer and worked in excess of the maximum hours of work in accordance with the full-time or part-time provisions of this Collective Agreement, whichever is applicable.

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

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

31.08 All those hours worked paid at the Basic Rate of Pay and on a paid holiday to a maximum of seven and three-quarter (7 3/4) hours in a classification covered by this Agreement will be recognized for the purposes of determining pay in lieu of vacation and the date of achieving the next higher increment on the salary scale.

31.09 An applicant for regular employment who has experience with the Employer as a Casual Employee in a classification covered by this Agreement shall be given preference over inexperienced applicants, subject to the criteria established in Article 11 of this Agreement.

31.10 In the event a Casual Employee reports for work as assigned and is requested by the Employer to return home, the Employee shall be compensated for the inconvenience by payment equivalent to four (4) hours pay at the Basic Rate of Pay."

Q. Local Condition Applicable to Capital Health Authority and the Caritas Health Group

Re: Article 31 - Casual Employees

Amend Article 31.08 to read:

"31.08 Shift Differential

A shift differential of one dollar and seventy-five cents (\$1.75) per hour shall be paid to Employees for all hours worked within the period between fifteen hundred (1500) hours and zero seven hundred (0700) hours. Shift differential payments shall not be considered as part of the Employee's Basic Rate of Pay. This does not

apply to the zero seven hundred (0700) hours to fifteen hundred and fifteen (1515) hour day shift."

Amend Article 31.09 to read:

"31.09 A weekend premium of one dollar and seventy-five cents (\$1.75) per hour shall be paid to Employees for all hours worked from the beginning of the evening shift on Friday to the end of the night shift on Monday morning. Such premium payments shall not be considered as part of the Employee's Basic Rate of Pay."

R. Local Condition Applicable to Capital Health Authority at the Royal Alexandra Hospital

Re: Article 40 - Extended Work Day

The Parties agree that Article 40 will be deleted and replaced by the following:

"40.01 (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 agreement by signing a document indicating those positions within a nursing unit to which such agreement shall apply. Such list may be amended from time to time by agreement of the parties.

(b) Agreements referred to in Article 40.01(a) above may be terminated by either party providing to the other party twelve (12) weeks notice in writing of such intent.

40.02 Nursing units may be deleted from the list referred to in Article 40.01 by either Party providing to the other Party twelve (12) weeks notice in writing, of such intent.

40.03 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 a nursing unit, all other Articles of this Collective Agreement shall remain in full force and effect as between the Parties.

40.04 Hours Of Work

Local Condition Article 12 shall be amended as follows:

Amend Local Condition 12.01 to read:

12.01 The normal hours of work for Full-time Employees, exclusive of meal periods, shall:

(a) not exceed eleven (11) hours and five (5) minutes per day,

- (b) be not in excess of thirty-eight and three-quarter (38 3/4) hours per week averaged over one (1) complete cycle of the shift schedule.

Amend Local Condition 12.02 to read:

12.02 The Employer shall provide a total of forty-five (45) minutes of paid rest period during each extended shift.

Amend Local Condition 12.02(c) and 12.03(a) to read:

12.02 (c) An unpaid meal period or periods totaling a maximum of seventy (70) minutes shall be scheduled during each extended shift. If an Employee is recalled to duty during her meal period or rest period, she shall be given the full meal period or rest period later in her shift, or, where that is not possible, be paid for the meal period or rest period at the applicable overtime rate of pay.

12.03 (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 her meal period, she shall be so advised in advance and be paid for that meal period at her Basic Rate of Pay.

Amend Local Condition 12.07 to read:

12.07 (a) Except by mutual agreement between the Employee and the Employer, shift schedules shall provide for:

- (i) at least twenty-two and one-half (22 1/2) hours off duty on a shift changeover between extended shifts;
- (ii) at least two (2) consecutive days of rest per week; and
- (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; and
- (iv) not more than four (4) consecutive extended shifts nor more than four (4) extended shifts per week.

Amend Local Condition 12.09 to read:

12.09 If an Employee is required by the Employer to change shifts without receiving twenty-two and one-half (22 1/2) hours off duty, she shall be

entitled to premium pay at two times (2X) her Basic Rate of Pay for that shift. If the Employee requests a schedule change agreeable to the Employer, this Clause shall not apply. This Clause shall not apply in cases where Clause 12.06 has been applied in altering a shift schedule.

40.05 Article 13 - Overtime

Amend Article 13.01 to read:

13.01 Overtime is all time authorized by the Employer and worked by an Employee in excess of eleven (11) hours and five (5) minutes per day and/or on scheduled days of rest for Full-time Employees.

Amend Article 13.02 to read:

13.02 The overtime rate of two times (2X) the applicable basic hourly rate shall be paid for overtime worked.

13.03 When 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. Pay for overtime hours worked on a Named Holiday shall be at two and one-half times (2 1/2X) the Basic Rate of Pay for all overtime hours worked.

40.06 Amend Local Condition Article to read:

16.01 An Employee shall be paid a shift differential of one dollar and seventy-five cents (\$1.75) per hour for all hours worked between fifteen hundred (1500) and zero seven hundred (0700) hours. Shift differential payments shall not be considered as part of the Employee's Basic Rate of Pay.

16.02 An Employee shall be paid a weekend premium of one dollar and seventy-five cents (\$1.75) per hour for all hours worked from the beginning of the evening shift on Friday to the end of the night shift on Monday morning. Such premium payments shall not be considered as part of the Employee's Basic Rate of Pay.

40.07 Named Holidays

Amend Article 22.01 by the following:

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.

Amend Article 22.03 to read:

22.03 An Employee required by the Employer to work on a paid holiday shall be paid for regular hours worked on a Named Holiday at one and one-half times (1 1/2X) the Basic Rate of Pay plus:

- (a) an alternate day or hours off at a mutually agreed time; or
- (b) by mutual agreement, a day or hours added to her next vacation; or
- (c) by mutual agreement the Employee may receive payment for such day at the Basic Rate of Pay; or
- (d) failing mutual agreement within thirty (30) calendar days of the Named Holiday of the option to be applied, the Employee shall have a day off with pay which the Employer shall schedule adjacent to a scheduled day of rest.

Pay for the alternate day off shall be at the Employee's Basic Rate of Pay for seven and three-quarter (7 3/4) hours.

40.08 Article 23 - Vacation

Amend Article 23.02 to read:

23.02 During each year of continuous service in the employ of the Employer, an Employee shall earn entitlement to a vacation with pay as follows:

- (a) (i) during each of the first (1st) and second (2nd) years of such employment in these positions, an Employee earns vacation entitlement of nine point six nine (9.69) hours per month;
- (ii) during each of the third (3rd) to fourteenth (14th) years of employment, an Employee earns vacation entitlement of twelve point nine two (12.92) hours per month;
- (iii) during each of the fifteenth (15th) to twenty-fourth (24th) years of employment, an Employee earns vacation entitlement of sixteen point one five (16.15) hours per month;

- (iv) during the twenty-fifth (25th) and subsequent years of employment, an Employee earns vacation entitlement of nineteen point three eight (19.38) hours per month.

(b) Vacation Earning Reinstatement

Where a voluntarily terminated Employee commences/recommences employment within six (6) months of date of termination of employment with the same or with another Employer signatory to an agreement containing this provision, such Employee shall, after one (1) year of service, receive vacation entitlement as though her employment has been continuous.

40.09 Article 25 Sick Leave

Amend Article 25.02 to read:

25.02 After an Employee has completed the probationary period she shall be allowed a credit for sick leave computed from the date of employment at the rate of eleven point six two five (11.625) working hours for each full month of employment to a maximum credit of nine hundred and thirty (930) working hours.

Amend Article 25.04 to read:

25.04 Subject to the above, an 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 her accumulated sick leave credits up to the total amount of the Employee's accumulated credits at the time sick leave commenced.

Amend Article 25.06 to read:

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

40.10 Article 27 - Leave of Absence

Amend Local Condition 27.07(a) to read:

27.07 (a) (i) Bereavement leave of three (3) extended work days and a maximum of thirty-three point two four (33.24) paid hours shall be

granted in combination with scheduled days of rest in the event of death of a member of the Employee's immediate family; i.e., children, parents, brothers, sisters, spouse including common-law, mother-in-law, father-in-law, grandparents, sister-in-law, brother-in-law, son-in-law, daughter-in-law, niece, nephew, grandchild, guardian, fiancé, aunt or uncle. Bereavement leave may be extended by up to two (2) additional extended work days and a maximum of fifteen point five one (15.51) paid hours.

- (ii) In the event of a death of another relative or close friend, the Employer may grant up to one (1) working day off with pay to attend the funeral services.

40.11 Regular Part-time Employees Working an Extended Work Day

Amend Local Condition 29 as follows:

(a) Amend Local Condition 29.02(a) and (b) to read:

29.02 (a) Hours of work for a Regular Part-time Employee shall be up to eleven (11) hours and five (5) minutes per day.

(b) A Regular Part-time Employee will not be scheduled to work more than thirty-eight and three-quarter (38 3/4) hours per week over one (1) complete cycle of the shift schedule. An average of two (2) days per week shall be scheduled as designated days of rest.

(c) Remains unchanged.

(b) Amend Local Condition 29.03 to read:

29.03 (a) The overtime rate of two times (2X) the Basic Rate of Pay shall be paid for work authorized by the Employer on designated off days and for hours worked in excess of eleven (11) hours and five (5) minutes on any given work day.

(c) Amend Local Condition 29.05 to read:

29.05 Regular Part-time Employees shall accumulate sick leave credits at the rate of eleven point six two five (11.625) hours sick leave credit for each one hundred and sixty-eight (168) hours worked to a maximum credit of nine hundred and thirty (930) hours. When a Regular Part-time Employee is absent due to illness and has accumulated sick leave credits, she shall be paid for scheduled hours of work in accordance with Clause 40.09 of this Local Condition.

(d) Amend Local Condition 29.07 to read:

29.07 A Regular Part-time Employee shall be eligible to receive bereavement leave in accordance with Clause 40.10 of this Local Condition.

40.12 Casual Employees Working an Extended Work Day

Amend Local Condition Article 31 as follows:

- (a) Amend Local Condition 31.05(a) to read:

- 31.05 (a) Hours of work for a Casual Employee shall be up to eleven (11) hours and five (5) minutes per day.
- (b) A Casual Employee who replaces an Employee assigned to work a compressed work week will be governed by the terms of Article 40 - Local Condition RAH."

S. Local Conditions Applicable to Capital Health Authority (CHA) at University Of Alberta Hospitals (UAH), Royal Alexandra Hospital (RAH), Leduc Community Hospital and Health Centre (LCHHC), Sturgeon Community Hospital and Health Centre (SCHHC) and Glenrose Rehabilitation Hospital (GRH)

Re: Program Transfers, Intermingling, Layoffs And Recall, Applications For Vacancies, Portability Of Seniority, Severance And Expedited Dispute Resolution

1. Preamble

- (a) The parties agree to the following terms respecting transfers and intermingling of CHA Employees in auxiliary nursing care bargaining units in the Referral Hospital System (RHS).
- (b) These terms apply notwithstanding any other terms of Collective Agreements currently in effect between the parties, and form part of those Collective Agreements.

2. Transfers

- (a) When a program is transferred from one site to another, Employees directly affected by the transfer shall be entitled to transfer to available positions created at another site as a result of the transfer, provided Employees have the ability to perform the work at the receiving site.
- (b) If there are insufficient positions available, in total, between vacancies at the sending site and additional positions at the receiving site, a severance offering shall be made to Employees directly affected by the transfer between sites, available up to a maximum of the difference between the total FTEs available, and the total FTEs being reduced. The severance offering shall be in accordance with Article 3 below.

- (c) When a program is transferred from one (1) site to another, and there will be layoffs following a severance offering as a result of the transfer, layoffs shall occur at the sending site.
- (d) When a program is transferred from one site to another, CHA shall first seek Employees from the program who wish to transfer voluntarily to available positions at the other site, provided they have the ability to perform the work. An Employee shall have the right to request not to transfer, by providing CHA with the reasons for not wanting to transfer. Such request shall not be unreasonably denied, but where the granting of the request would jeopardize the viability of the program, the request may be denied, and CHA may require Employees to transfer to available positions at the other site, to the extent necessary to ensure the viability of the program, beginning with the least senior Employees affected by the transfer, subject to their ability to perform the work. In the event of denial of a request not to transfer, the Employee shall have the right to submit a dispute to expedited dispute resolution in accordance with the procedure in this Schedule.

In circumstances where CHA has no other viable option, or where mutually agreed by CHA and the bargaining agent of the affected Employee, the Employee shall be required to undergo the transfer until the dispute is decided.

- (e) Employees who transfer with a program pursuant to clause 2(d) above are transferring to positions which would not have been available to Employees on recall.
- (f) When a transfer of a program occurs, CHA shall advise affected Employees and unions at least twenty-one (21) days in advance of the transfer. Within five (5) days of receipt of notice, Employees shall advise CHA whether or not they wish to transfer, subject to clause 2(d) above.
- (g) Employees who transfer with a program shall transfer their accrued seniority and pension entitlements, and their unused vacation and illness leave, up to the maximum level of entitlements in effect at the receiving site. Employees shall be placed at the pay increment level closest to, but not less than, their existing rate of pay, up to the maximum rate for the classification in effect at the receiving site. If an Employee's rate of pay at the sending site exceeds that of the position at the receiving site, the Employee's rate of pay

shall be red-circled until the rate of pay at the receiving site equals or exceeds the rate of pay from the sending site. Employees shall not be required to re-serve probation periods or waiting periods for benefit plans. Their seniority and other transferred entitlements shall be converted to entitlements at the receiving site, and shall accumulate after the transfer in accordance with Collective Agreement provisions at the receiving site.

- (h) Subject to the application of Article 2(d), Employees who elect not to transfer and those not able to move or remain with their program, will be provided with the appropriate notice and access to the appropriate layoff or displacement provisions in their respective Collective Agreement. All transferring positions will be included as available vacancies to the respective layoff/recall process.
- (i) When there is more than one sending site the principle of proportionality shall apply to filling of positions at the receiving site. Positions shall be offered first to eligible Employees of the transferring program in proportion to the number of full-time equivalent positions directly affected by the transfer.

For example, if the UAH will reduce by six (6) FTEs in a directly affected program, and the RAH will reduce by four (4) FTEs, then as a guideline, sixty percent (60%) of the positions at the receiving site would be offered to eligible UAH Employees and forty percent (40%) would be offered to eligible RAH Employees.

- (j) The parties may enter into individual, specific transfer agreements consistent with the terms herein. However, in the absence of an individual transfer agreement, the terms herein shall apply to a program transfer. In this Schedule, the term "program" includes part of a program.

3. Severance

- (a) The timing and extent of application periods for the severance offering upon transfers between sites shall be determined by CHA. The program, when offered by CHA, shall be open to all eligible Regular Part-time and Full-time Employees employed and working in a regular position as of the date of the program offering, and directly affected by the program transfer between sites.
- (b) An approved severance shall be calculated as follows:

- (i) the equivalent of two (2) weeks regular salary for each full year of continuous service to a maximum payment of forty (40) weeks;
 - (ii) regular salary = (regularly scheduled hours of work as at date of application for the program) X (Basic Rate of Pay);
 - (iii) for the purposes of the program, continuous service will be calculated from the last date of hire recognized with CHA.
- (c) CHA shall have the right to accept or reject any application for severance based on operational requirements. Subject to operational requirements, and the application of Article 2(d) above, if there are more Employees wishing to take severance than there are positions to be eliminated, severance will be granted in order of seniority. Severance will not be approved if termination of the Employee does not directly result in the permanent elimination of the Regular Employee's full-time equivalency, or a comparable full-time equivalency. CHA reserves the right to determine the date of termination and, once approved, the decision to take severance and terminate employment is irrevocable.
- (d) Employees on full layoff shall not be eligible to apply for severance. CHA will only consider a severance application from an Employee on sick leave, WCB or LTD where the Employee has provided medical evidence to CHA that they are fit to return to work.
- (e) Regular Employees whose applications for severance are approved will terminate their employment and have no right of recall under provisions of the applicable Collective Agreement or this Schedule. Employees whose applications for severance are approved will not be eligible for rehire by CHA, or any Employer funded directly or indirectly by CHA, for the period of severance. Employees may be considered for hire by CHA, or by an Employer funded directly or indirectly by CHA, provided they repay CHA the difference, if any, between the time they were unemployed and the length of time for which the severance was paid.

4. Layoffs and Recalls

- (a) Employees shall be laid off in accordance with the Collective Agreement at the site.

- (b) Employees who are laid off shall be placed on a common RHS recall list, in addition to site recall lists. Seniority on the common recall list shall be based on date of commencement of continuous employment within the bargaining unit. For the purposes of this memorandum of agreement continuous employment shall mean a period of uninterrupted employment within the bargaining unit.
- (c) Recalls to vacancies at RHS sites shall be in accordance with the Collective Agreement at the site where the vacancies exist, except that after recall of eligible Employees on the recall list from the site where the vacancies exist, there shall then be recall of eligible Employees from the common RHS recall list, in order of seniority.
- (d) Laid off Employees may refuse a recall to another site without affecting their recall rights under their Collective Agreement, provided there is another eligible Employee who is recalled and accepts the recall to the vacancy. Where there are no other eligible Employees who accept a notice of recall to another site, the senior Employees on the RHS recall list will be provided another recall, and if they refuse the recall to the other site, they shall be deemed to have been terminated from CHA as a Regular Employee.

5. Applications for Vacancies

- (a) When CHA decides to fill a vacancy, notices of vacancy shall be posted at all RHS sites in accordance with provisions of the Collective Agreement applicable at the site where the vacancy is located.
- (b) In making selections for promotion or transfer, selection protocol shall be in accordance with provisions of the Collective Agreement applicable at the site where the vacancy is located.
- (c) Successful RHS applicants external to the site where the vacancy is located shall transfer their accrued seniority and pension entitlements, their unused vacation and illness leave, and their pay increment level, up to the maximum level of entitlements in effect at the receiving site. Employees shall not be required to re-serve probation periods or waiting periods for benefit plans. Their seniority and other transferred entitlements shall be converted to entitlements at the receiving site, and shall accumulate after the transfer in accordance with Collective Agreement provisions at the receiving site.

- (d) Successful RHS applicants external to the site where the vacancy is located shall serve a trial period, in accordance with the Collective Agreement at the site where the vacancy is located. During this trial period the Employee may choose to return or CHA may direct the Employee to return to their former site, position (or another similar position) and rate of pay without loss of seniority.

6. Intermingling

- (a) CHA may assign Employees to another RHS site for purposes of training, orientation or emergencies. If Employees object to the assignment, they may submit a dispute to expedited dispute resolution in accordance with this schedule. Notwithstanding the Employees' objections to the assignment, the Employee shall carry out the assignment as required by CHA or until such time as an arbitrator determines that CHA has violated this clause. In cases where the arbitrator rules that CHA has violated this clause, the arbitrator may award appropriate compensation in addition to other directives within their jurisdiction.
- (b) CHA may assign Employees between sites on an intermittent basis, provided the majority of their hours worked over each six month period are at their home site, or on a temporary basis up to three (3) months per assignment, in order to fulfill the general operating requirements of CHA. When making these assignments, CHA will request volunteers from amongst Employees in the program who are readily available for the assignment and who have the ability to perform the required work. CHA is not obliged to assign an Employee to another site in accordance with this provision where the assignment will result in an overtime payment.
- (c) When there are insufficient volunteers for the required work, CHA may require Employees to be reassigned subject to obtaining agreement with affected union(s). In reaching agreement, the parties shall consider the following:
 - (i) Assignments shall not result in the layoff of Regular Employees at the site where the assignments are performed;
 - (ii) Impact on Employee(s);
 - (iii) Response to patient care needs;
 - (iv) Operational requirements and efficiencies;

- (v) Seniority, where another junior Employee in the program is readily available and has the ability to perform the work, and the assignment of the junior Employee will not result in an overtime payment;
 - (vi) Other relevant considerations
- (d) Failing agreement in Clause 6(c) above, the parties shall submit to expedited dispute resolution before the assignment is required. The individual appointed by the parties to determine the dispute shall approve or deny the assignment based on the criteria identified in Clause 6(c).
 - (e) The CHA shall provide appropriate notice to unions, and to Employees who are assigned to another site for purposes of training or orientation. Unions shall be notified of emergency assignments to other sites within forty-eight (48) hours of the assignment. A minimum of three days prior notice shall be provided to unions and affected Employees who are assigned to another site pursuant to Clause 6(b).

Employees may waive their requirement for notice before accepting an assignment to another site. Where intermittent assignments will be ongoing, three days notice to unions and affected Employees shall only be required prior to the initial assignment.

- (f) Employees assigned to work at another site in accordance with Clauses 6(a), 6(b), and 6(c) above shall be reimbursed for necessary travel expenses between sites in the course of a shift, in accordance with the Collective Agreement or Employer Policy.
- (g) Employees assigned to another site in accordance with Clauses 6(a), 6(b) and 6(c) above shall continue to be governed by the terms of the Collective Agreement at their home site.
- (h) Employees assigned to another site will be provided appropriate orientation at the site as may be required.

7. Portability of Seniority

- (a) Employees who transfer to another site within the RHS due to program transfer, layoff and recall, or applications for vacancies, shall transfer their accrued seniority. Their seniority shall be

converted, and shall accumulate after the transfer, in accordance with Collective Agreement provisions at the receiving site.

8. Expedited Dispute Resolution

- (a) In the event an Employee or CHA submits a dispute to expedited dispute resolution in accordance with this schedule, the dispute shall be submitted in writing directly to other affected parties within five calendar days of the date the Employee or CHA became aware of, or reasonably should have become aware of, the occurrence of the act causing the dispute.
- (b) If the parties are unable to resolve the dispute within five calendar days of the written submission of the dispute, it shall be immediately referred to arbitration. All arbitrations shall be conducted before a single arbitrator agreed to by the parties. Whenever appropriate, the parties shall endeavor to have human resources and Union representatives present disputes at arbitration. Failing agreement the Chair of the Labour Relations Board shall appoint an arbitrator who is available within the required time lines.
- (c) The arbitrator shall meet with the parties and hear the dispute within five calendar days of appointment, and shall render a decision within five calendar days of the hearing. An arbitrator may render an oral decision. Decisions of arbitrators shall not be referred to as precedents by any party in any subsequent proceedings.
- (d) If an arbitrator is unable to meet to hear a dispute within five calendar days of appointment, the parties shall agree upon, or request the appointment of, a new arbitrator who can hear the dispute within five (5) calendar days.
- (e) Failure to adhere to time limits in this clause, shall not preclude a party from advancing a dispute to arbitration, or preclude an arbitrator from deciding a dispute, in as timely a manner as possible in the circumstances.
- (f) Costs of the arbitrator shall be shared equally between the parties.

T. Local Conditions Applicable to Capital Health Authority and Caritas Health Group

Re: Joint Task Force To Review Health Benefits

(One (1) Task Force with Caritas Health Group and one (1) with Capital Health Authority)

The parties agree to the following:

1. In order to address changing the needs of Employers and Employees, the Parties will continue with a review of the Employee health benefits described in Article 24 in the Collective Agreement.
2. A Joint Task Force will continue as established and has authority to:
 - (a) Develop principles, goals and objectives for the Joint Task Force and establish terms of reference.
 - (b) Review, investigate and encourage discussions which result in an improved understanding of all parties regarding Health Benefits.
 - (c) Make recommendations, including implementation strategies to their respective principals on a without prejudice basis regarding current and future benefit requirements in terms of entitlements, plan design, payment, services, programs and structure by March 30, 2004.
3. It is the intention of this Joint Task Force to explore alternatives, which are within current cost levels, not including normal cost increases as determined by the carrier. The goal of this forum will be to develop and implement more effective, equitable Health Benefit Plans.

U. Local Conditions Applicable to Capital Health Authority and Caritas Health Group

Re: Program Transfer And Severance Offering

1. The parties agree to the provision of program transfer and severance offerings to Employees at, Grey Nuns, Edmonton General Continuing Care Centre and Misericordia Community Hospital and Health Centre, consistent with Section 2 - Transfers, and Section 3 - Severance, of the Local Condition "S" - CHA (UAH, RAH, LCHHC, SCHHC and GRH sites) Program Transfers, Intermingling, Layoffs and Recall, Applicants for Vacancies, Portability of Seniority, Severance and Expedited Dispute Resolution.
2. Accordingly, where services or programs are moved between different bargaining units of an Employer(s), transfer and severance would be administered with reference to Local Condition "S" with the attached documents appended to this Collective Agreement.

V. Local Conditions Applicable to Capital Health Authority at University Of Alberta Hospitals

Re: Scheduling For Dialysis Assistants In The Northern Alberta Renal Program

1. All Dialysis Assistants (DAS10A) will receive, on a bi-weekly basis, a minimum of their applicable Basic Rate of Pay times the hours associated with their "formal" full-time equivalent (FTE). Additional hours worked beyond the Employee's formal FTE will be paid as they are worked.

For instance, if an Employee has an FTE of zero point four (0.4) then:

- The shift cycle is developed to ensure the Employee is scheduled for shifts commensurate with their formal FTE, and the Employee is compensated for these shifts even if they are not actually worked. This guarantees the Employee a minimum rate of pay in each pay period.
 - Additional shifts may be added to this schedule by the Employer as required to meet operational requirements and paid at straight time. If the hours worked exceed an average of thirty-eight point seven five (38.75) hours per week over one (1) complete cycle of the shift schedule or the scheduled hours of work for the shift, overtime provisions will be applied.
2. Formal FTE is defined as the Employee's FTE noted in the human resource information system. Changes to an Employee's formal FTE will be confirmed in writing.
 3. Prior to implementation of this agreement the Employer will review the formal FTEs of all Dialysis Assistants to ensure they are at an appropriate level to meet expected operational requirements. If more than one (1) Employee is eligible based on the operational requirements and the opinion of the Employer, seniority within the satellite unit shall be the deciding factor.
 4. The Employer will review the hours worked as necessary, or at least every six (6) months, to determine whether any Employee's formal FTE requires adjustment. Any adjustment to an Employee's formal FTE will be confirmed in writing to the affected Employee and the shift schedule will be adjusted accordingly.
 5. Adjustments to an Employee's formal FTE will be done as per the Collective Agreement provisions, with the understanding that if the FTEs

are being reduced Article 32 (Layoff and Recall) will be applied only within the satellite unit affected. Articles 32.02 and 32.04 may be waived by mutual agreement between the Employer and the Union. If FTEs are being added to a satellite unit, the Employer will have the option of offering these hours to current Employees in that satellite unit or posting the additional FTEs as an additional position.

6. Any change to an Employee's formal FTE will be confirmed in writing to the affected Employee and the shift schedule will be adjusted accordingly.
7. The following articles will be modified as follows:
 - (a) Article 8: Probationary Period

Only the actual hours will be counted towards the probationary period. Hours paid but not worked will not contribute towards the probationary period.

(b) Article 12: Hours of Work

Employees will be permitted to take time off in lieu of taking scheduled breaks, subject to mutual agreement between the Employer and the Employee, and no penalty will be due therefore. Time taken must "balance" to achieve appropriate total paid hours as per the shift schedule.

Article 12.04 to be modified as follows: "All shift schedules shall be posted with as much advance notice as possible." Articles 12.12 and 12.13 shall not have application during the life of this agreement.

(c) Article 24: Benefits

All benefits will be paid as per the Employee's formal FTE.

(d) Article 25: Sick Leave

Employees will earn sick leave only on the actual hours worked subject to the minimum associated with the Employee's formal FTE. Sick leave will be paid based on the Employee's formal FTE.

(e) Article 26: Workers' Compensation

Employees will receive these benefits based on their formal full-time equivalent initially. If the Employee has worked above their formal FTE in the 6 months preceding their injury/illness, the Employee must notify the WCB and Occupational Health, Safety and Wellness. The information about the Employee's actual hours of work will then be forwarded to the WCB to be taken into consideration in determining the compensation rate.

(f) Article 29: Hours of Work for Part-time Employees

Employees will be permitted to take time off in lieu of taking scheduled breaks, subject to mutual agreement between the Employer and the Employee, and no penalty will be due therefore. Time taken must "balance" to achieve appropriate total paid hours as per the shift schedule.

Article 29.04 to be modified as follows: "All shift schedules shall be posted with as much advance notice as possible." Articles

29.09 and 29.11(c) shall not have application during the life of this agreement.

Vacation earned on hours worked above the formal FTE will be paid out to the Employee annually. Alternatively the vacation may be scheduled at the rate earned, to be determined by averaging hours worked over the six (6) months immediately preceding the scheduled vacation time, subject to the approval of the Employer (i.e., if an Employee's formal FTE was zero point four (0.4), but they have actually worked zero point six (0.6) over the past six (6) months, their vacation would be scheduled at a rate of zero point six (0.6) FTE).

Employees will earn sick leave only on the actual hours worked subject to the minimum associated with the Employee's formal FTE. Sick leave will be paid only on the regularly scheduled hours of work as per the active shift schedule.

(g) Article 40: Extended Work Day

Employees will be permitted to take time off in lieu of taking scheduled breaks, subject to mutual agreement between the Employer and the Employee, and no penalty will be due therefore. Time taken must "balance" to achieve appropriate total paid hours as per the shift schedule.

An Employee may work a maximum of six (6) extended shifts per week in cases of emergency. Such hours will be paid at straight time provided that the hours do not exceed an average of thirty-eight point seven five (38.75) hours per week over one (1) complete cycle of the shift schedule or the scheduled hours of work for the shift. If the hours worked exceed an average of thirty-eight point seven five (38.75) hours per week over one (1) complete cycle of the shift schedule or the scheduled hours of work for the shift, overtime provisions will be applied.

Vacation earned on hours worked above the formal full-time equivalent may be paid out to the Employee annually. Alternatively the vacation may be scheduled at the rate earned, to be determined by averaging hours worked over the six (6) months immediately preceding the scheduled vacation time, subject to the approval of the Employer (i.e., if the Employee's formal FTE was zero point four (0.40), but they have actually worked zero point six

(0.6) FTE over the past six (6) months, their vacation would be scheduled at a rate of zero point six (0.6) FTE).

ON BEHALF OF THE EMPLOYER

ON BEHALF OF THE UNION

DATE: _____

DATE: _____

LETTER OF UNDERSTANDING

BETWEEN

**DAVID THOMPSON REGIONAL HEALTH AUTHORITY
at Lacombe Hospital and Care Centre**

- and -

ALBERTA UNION OF PROVINCIAL EMPLOYEES

RE: LOCAL CONDITIONS

The parties agree to the following:

A. Re: Article 12 - Hours of Work

The Parties agree that the provisions of Article 12: Hours of Work shall be amended as follows:

1. Delete Article 12.05(a)(iv) and replace with the following provisions:

- "12.05 (a) (iv) an employee shall not be scheduled to work more than (6) consecutive days of work without receiving her days off,
- (v) there shall be no split shifts."

B. Re: Article 15 - Notice of Subcontracting

The parties agree that the provisions of Article 15: Notice of Subcontracting shall be amended as follows:

1. Amend Article 15 to read:

"15.01 Subcontracting, Leasing or Technological Change

- (a) In the event that Regular employees will be displaced due to subcontracting, leasing or implementation of technological change, the Employer shall notify the Employee at least one hundred and twenty (120) calendar days in advance of such change, and every effort will be made to absorb affected Regular Employees into other jobs within the facility.
- (b) Regular Employees who are transferred by the Employer pursuant to Article 15.01(a) of this Letter of Understanding to a lower paid position shall continue to receive their previous rate of pay until

the Basic Rate of Pay for the lower paid position is equal to or greater than the previous rate of pay and then shall receive the Basic Rate of Pay for the position occupied.

- (c) Regular Employees who are not absorbed into other jobs within the facility shall be subject to layoff in accordance with the layoff and recall procedures in this Article."

C. Re: Article 29 - Regular Part-time Employees

The parties agree that the provisions of Article 29: Regular Part-time Employees shall be amended as follows:

- 1. Delete Article 29.05(a)(iii).
- 2. Amend Article 29.05(a) to include:
 - "29.05 (iii) At least two (2) consecutive days off per week, averaged over one (1) work cycle of not more than fourteen (14) calendar days.
 - 29.05 (iv) Not more than six (6) consecutive days of work without receiving her days off.
 - 29.05 (v) No split shifts."

ON BEHALF OF THE EMPLOYER

ON BEHALF OF THE UNION

DATE: _____

DATE: _____

LETTER OF UNDERSTANDING

BETWEEN

**MISTAHIA REGIONAL HEALTH AUTHORITY
at Valleyview Health Centre, Beaverlodge Municipal Hospital and Hythe Nursing Home**

- and -

ALBERTA UNION OF PROVINCIAL EMPLOYEES

RE: LOCAL CONDITIONS

The parties agree to the following:

A. Re: Article 12 - Hours of Work

The Parties agree that the provisions of Article 12: Hours of Work shall be amended as follows:

1. Amend Article 12.07(b) to read:

"12.07 (b) The shift patterns which may be available are:

- (i) days, evenings, nights (rotation);
- (ii) days only;
- (iii) evenings only (only by request of Employee);
- (iv) nights only (only by request of Employee);
- (v) evenings and days (rotation);
- (vi) nights and evenings (rotation) (only by request of Employee);
- (vii) nights and days (rotation)."

B. Re: Article 14 - Salaries

The Parties agree that the provisions of Article 14: Salaries shall be amended as follows:

1. Amend Article 14.04(a) to read:

"14.04 (a) When an Employee achieves a position in a classification with an end rate that is lower than her present classification, she shall be assigned to the increment in the lower pay range that causes the least amount of reduction in her present Basic Rate of Pay."

C. Article 29 - Regular Part-time Employees

The parties agree that the provisions of Article 29: Regular Part-time Employees shall be amended as follows:

1. Amend Article 29.05(a) to read:

"29.05 (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 1/2) hours off duty between shifts;
- (ii) an Employee shall not be 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) an Employee shall not be scheduled to work seven (7) consecutive shifts more than twice in a five (5) week cycle;
- (iv) an average of two (2) days per week scheduled as designated days of rest."

2. Amend Article 29.07(b) to read:

"29.07 (b) The shift patterns which may be available are:

- (i) days, evenings, nights (rotation);
- (ii) days only;
- (iii) evenings only (only by request of Employee);
- (iv) nights only (only by request of Employee);
- (v) evenings and days (rotation);

- (vi) nights and evenings (rotation) (only by request of Employee);
- (vii) nights and days (rotation)."

3. Amend Article 29.11(c) to read:

"29.11 (c) Where the Employer requires a Part-time Employee to work without her having volunteered or agreed to do so on scheduled days of rest, she shall be paid the applicable overtime rate provided in Article 29.14."

D. Article 31 - Casual Employees

The parties agree that the provisions of Article 31: Casual Employees, shall be amended as follows:

1. Amend Article 31.12 to read:

"31.12 (a) Where a Casual Employee is assigned by the Employer to "on-call duty" for a specified period of time, she shall be paid two dollars and twenty-five cents (\$2.25) per hour, except that on Named Holidays, she shall be paid three dollars and twenty-five cents (\$3.25) per hour.

(b) 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.

(c) For each occasion on which a Casual Employee is called back to duty during the Casual Employee's on-call period, in addition to the payment received for being on-call, the Casual 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 longer, at the overtime rate."

E. Article 32 - Layoff and Recall

The parties agree that the provisions of Article 32: Layoff and Recall, shall be amended as follows:

1. Amend Article 32.06 to read:

"32.06 (a) The Employer shall make payment for its share of the full premium of the benefits referred to in Article 24 on behalf of a laid off Employee for a maximum of one (1) month's premium.

(b) Employees laid off for more than one (1) month may, with the assistance of or through the Employer, make prior arrangements

for payment of the full premiums of the benefits referred to in Article 24."

F. Article 40 - Extended Work Day

The parties agree that the provisions of Article 40: Extended Work Day shall be amended as follows:

1. Amend Article 40.04(a) to read:

"40.04 **Overtime**

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

"13.01(a) Overtime is all time authorized by the Employer and worked by an Employee in excess of the regular daily hours specified in Article 40.03(a) of this Article and/or on the scheduled days of rest for full-time Employees. The Employer shall designate an individual on each shift at the facility who may authorize overtime. The Employer shall not unreasonably deny authorization after the fact for overtime worked where such overtime arises as a result of unforeseeable circumstances in which it is impossible to obtain prior authorization. Overtime may be accumulated and taken in time off at a mutually acceptable time at the applicable premium rate. Time off not taken by the last day of March in any given year shall be paid out unless otherwise mutually agreed. The Employer shall provide, on each nursing 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."

2. Amend Article 40.11(ii) to read:

"40.11 (ii) Amend Article 29.05 to read:

29.05 Except in cases of emergency or by mutual agreement between a Part-time Employee and the Employer, shift schedules shall provide for:

- (a) at least twenty-two point five (22.5) hours off duty at a shift changeover;
- (b) an Employee shall not be scheduled to work on two (2) weekends in a four (4) week period. "Weekend" shall mean a Saturday and the following Sunday, assuring a minimum of fifty-six (56) hours off duty;
- (c) an Employee shall not be scheduled to work more than four (4) consecutive extended shifts nor more than four (4) extended shifts per week;
- (d) an average of two (2) days per week scheduled as designated days of rest."

If an Employee is required by the Employer to change shifts without receiving twenty-two and one-half (22 1/2) hours off duty, she shall be entitled to premium payment of two times (2X) her Basic Rate of Pay for the first (1st) tour of duty on the new shift.

ON BEHALF OF THE EMPLOYER

ON BEHALF OF THE UNION

DATE: _____

DATE: _____

LETTER OF UNDERSTANDING

BETWEEN

**KEEWEETINOK LAKES REGIONAL HEALTH AUTHORITY #15
at High Prairie Health Complex**

- and -

ALBERTA UNION OF PROVINCIAL EMPLOYEES

RE: LOCAL CONDITIONS

The parties agree to the following:

A. Re: Article 12 - Hours of Work

The Parties agree that the provisions of Article 12: Hours of Work shall be amended as follows:

1. Amend Article 12.07(b) to read:

"12.07 (b) The shift patterns which may be available are:

- (i) days, evenings, nights (rotation);
- (ii) days only;
- (iii) evenings only (only be request of Employee);
- (iv) nights only (only be request of Employee);
- (v) evenings and days (rotation);
- (vi) nights and evenings (rotation) (only by request of Employee);
- (vii) nights and days (rotation)."

B. Re: Article 14 - Salaries

The Parties agree that the provisions of Article 14: Salaries shall be amended as follows:

1. Amend Article 14.04(a) to read:

"14.04 (a) When an Employee achieves a position in a classification with an end rate that is lower than her present classification, she shall be assigned to the increment in the lower pay range that causes the least amount of reduction in her present Basic Rate of Pay."

C. Local Condition Re: Article 29 - Regular Part-time Employees

The parties agree that the provisions of Article 29: Regular Part-time Employees shall be amended as follows:

1. Amend Article 29.05(a) to read:

"29.05 (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 1/2) hours off duty between shifts;
- (ii) an Employee shall not be 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) an Employee shall not be scheduled to work seven (7) consecutive shifts more than twice in a five (5) week cycle;
- (iv) an average of two (2) days per week scheduled as designated days of rest."

2. Amend Article 29.07(b) to read:

"29.07 (b) The shift patterns which may be available are:

- (i) days, evenings, nights (rotation);
- (ii) days only;
- (iii) evenings only (only by request of Employee);
- (iv) nights only (only by request of Employee);
- (v) evenings and days (rotation);

- (vi) nights and evenings (rotation) (only by request of Employee);
- (vii) nights and days (rotation)."

3. Amend Article 29.11(c) to read:

"29.11 (c) Where the Employers requires a part-time Employee to work without her having volunteered or agreed to do so or on scheduled days of rest, she shall be paid the applicable overtime rate provided in Article 29.14."

D. Local Condition Re: Article 31 - Casual Employees

The parties agree that the provisions of Article 31: Casual Employees shall be amended as follows:

1. Amend Article 31.12 to read:

"31.12 (a) Where a casual Employee is assigned by the Employer to "on-call duty" for a specified period of time, she shall be paid two dollars and twenty-five cents (\$2.25) per hour, except that on Named Holidays, she shall be paid three dollars and twenty-five cents (\$3.25) per hour.

(b) 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.

(c) For each occasion on which a casual Employee is called back to duty during the casual Employee's on-call period, in addition to the payment received for being on-call, the casual 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 longer, at the overtime rate."

E. Local Condition Re: Article 32 - Layoff and Recall

The parties agree that the provisions of Article 32: Layoff and Recall shall be amended as follows:

1. Amend Article 32.06 to read:

"32.06 (a) The Employer shall make payment for its share of the full premium of the benefits referred to in Article 24 on behalf of a laid off Employee for a maximum of one (1) month's premium.

(b) Employees laid off for more than one (1) month may, with the assistance of or through the Employer, make prior arrangements

for payment of the full premiums of the benefits referred to in Article 24."

F. Local Condition Re: Article 40 - Extended Work Day

The parties agree that the provisions of Article 40: Extended Work Day shall be amended as follows:

1. Amend Article 40.04(a) to read:

"40.04 **Overtime**

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

13.01 (a) Overtime is all time authorized by the Employer and worked by an Employee in excess of the regular daily hours specified in Article 40.03(a) of this Article and/or on the scheduled days of rest for full-time Employees. The Employer shall designate an individual on each shift at the facility who may authorize overtime. The Employer shall not unreasonably deny authorization after the fact for overtime worked where such overtime arises as a result of unforeseeable circumstances in which it is impossible to obtain prior authorization. Overtime may be accumulated and taken in time off at a mutually acceptable time at the applicable premium rate. Time off not taken by the last day of March in any given year shall be paid out unless otherwise mutually agreed. The Employer shall provide, on each nursing 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."

2. Amend Article 40.11(ii) to read:

"40.11 (ii) Amend Article 29.05 to read:

29.05 Except in cases of emergency or by mutual agreement between a Part-time Employee and the Employer, shift schedules shall provide for:

- (a) at least twenty-two point five (22.5) hours off duty at a shift changeover;
- (b) an Employee shall not be scheduled to work on two (2) weekends in a four (4) week period. "Weekend" shall mean a Saturday and the following Sunday, assuring a minimum of fifty-six (56) hours off duty;
- (c) an Employee shall not be scheduled to work more than four (4) consecutive extended shifts nor more than four (4) extended shifts per week;
- (d) an average of two (2) days per week scheduled as designated days of rest."

If an Employee is required by the Employer to change shifts without receiving twenty-two and one-half (22 1/2) hours off duty, she shall be entitled to premium payment of two times (2X) her Basic Rate of Pay for the first (1st) tour of duty on the new shift.

G. Local Condition Re: Ambulance Workers

1. This Local Condition shall only be applicable to Employees employed in the following classifications from the Supplementary Salary Schedule For Keeweenaw Lakes Regional Health Authority #15 at High Prairie Health Complex:

- (a) Emergency Medical Responder
- (b) Emergency Medical Technician (Registered) - Ambulance

2. For Employees employed in the classifications listed in Point #1 above, Article 20 - Ambulance Duty, shall be replaced by the following:

"20.01 An Employee regularly assigned to the ambulance service operated by the High Prairie Health Complex who is assigned to travel by ambulance shall be paid fifty dollars (\$50.00) per trip only when such trip travel exceeds three hundred seventy (370) kilometres from High Prairie.

20.02 In addition to the payment in Article 20.01 above:

- (a) in the event circumstances permit an immediate return to her place of employment, she shall be paid at her Basic Rate of Pay and/or,

if applicable, the overtime rate(s) as stated in Article 13, to which she is entitled up to the time:

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

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

(b) In the event circumstances prevent an immediate return to her place of employment, she 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) her Basic Rate of Pay and/or, if applicable, the overtime rate(s) as stated in Article 13, for the time spent on the return trip on the same basis as if she had been working at her place of employment until she has returned to her Site.

20.03 Notwithstanding the provisions of Article 20.02 relating to the reimbursement of expenses, Employees regularly assigned to the ambulance service operated by the High Prairie Health Complex, who are dispatched on ambulance service shall be paid a meal allowance of twelve dollars and seventy-five cents (\$12.75) for each five (5) hours duration of the round trip to a maximum of twenty-five dollars and fifty cents (\$25.50) per day."

3. Given the unique nature of the employment relationship of Casual Employees employed in classifications listed in Point #1 above, Article 31.07(b) shall be amended as follows:

31.07 (b) Subject to any of the other terms of this Collective Agreement 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 she shall be entitled to an increment following the completion of each period of one thousand (1,000) hours worked to the maximum increment granted Full Time Employees.

For the purpose of this Article, hours worked will be deemed to include all hours worked and paid at the basic rate of pay and will exclude overtime and call back hours.

4. For Employees employed in the classifications listed in Point #1 above, Article 31.13, shall be replaced by the following:

31.13 An Employee assigned to travel by ambulance service operated by the High Prairie Health Complex who is assigned to travel by ambulance shall be paid fifty dollars (\$50.00) per trip only when such trip travel exceeds three hundred and seventy (370) kilometres from High Prairie.

In addition to the payment provided for above:

- (a) in the event circumstances permit an immediate return to her place of employment, she shall be paid at her Basic Rate of Pay and/or, if applicable, the overtime rate(s) as stated in Article 31.06, to which she is entitled up to the time:

- (i) the patient is released into the care of the receiving site; or,
- (ii) her assigned work period would otherwise have ended; or
- (iii) she has returned to her place of employment;

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

- (b) In the event circumstances prevent an immediate return to her place of employment, she 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) her 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 she had been working at her place of employment

5. For Employees employed in the classifications listed in Point #1 above, Article 39 - Uniforms, shall be replaced by the following:

- "39.01 (a) For Employees regularly assigned to the ambulance service operated by the High Prairie Health Complex, the following clothing and equipment shall be supplied by the Employer to each Full-time Employee upon commencement of employment:
- (i) four (4) shirts with flashes;
 - (ii) three (3) trousers;
 - (iii) one (1) equipment belt with three (3) keepers;
 - (iv) one (1) pair of leather gloves;
 - (v) one (1) winter parka with flashes;
 - (vi) one (1) belt;
 - (vii) one (1) name tag stating name and job title;
 - (viii) one (1) winter hat with badge;
 - (ix) two (2) ties.
- (b) The Employee shall be required to pay one-half (1/2) of the cost of these items except for flashes.
- (c) All flashes shall be returned to the Employer upon an Employee's termination.
- (d) Should an Employee's uniform be damaged while on duty it shall be replaced by the Employer at no cost to the Employee.
- (e) Notwithstanding (b) above, Employees with five (5) or more years of consecutive employment in the ambulance service will be provided with replacement clothing and equipment specified in (a) above, when reasonably required, at no cost to the Employee."

ON BEHALF OF THE EMPLOYER

ON BEHALF OF THE UNION

DATE: _____

DATE: _____

LETTER OF UNDERSTANDING

BETWEEN

**PEACE REGIONAL HEALTH AUTHORITY
at Peace River Hospital**

- and -

ALBERTA UNION OF PROVINCIAL EMPLOYEES

RE: LOCAL CONDITIONS

The parties agree to the following:

A. Re: Article 12 - Hours of Work

The Parties agree that the provisions of Article 12: Hours of Work shall be amended as follows:

1. Amend Article 12.07(b) to read:

"12.07 (b) The shift patterns which may be available are:

- (i) days, evenings, nights (rotation);
- (ii) days only;
- (iii) evenings only (only by request of Employee);
- (iv) nights only (only by request of Employee);
- (v) evenings and days (rotation);
- (vi) nights and evenings (rotation) (only by request of Employee);
- (vii) nights and days (rotation)."

B. Re: Article 14 - Salaries

The Parties agree that the provisions of Article 14: Salaries shall be amended as follows:

1. Amend Article 14.04(a) to read:

"14.04 (a) When an Employee achieves a position in a classification with an end rate that is lower than her present classification, she shall be

assigned to the increment in the lower pay range that causes the least amount of reduction in her present Basic Rate of Pay."

C. Article 29: Regular Part-time Employees

The parties agree that the provisions of Article 29: Regular Part-time Employees shall be amended as follows:

1. Amend Article 29.05(a) to read:

"29.05 (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 1/2) hours off duty between shifts;
- (ii) an Employee shall not be 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) an Employee shall not be scheduled to work seven (7) consecutive shifts more than twice in a five (5) week cycle;
- (iv) an average of two (2) days per week scheduled as designated days of rest."

2. Amend Article 29.07(b) to read:

"29.07 (b) The shift patterns which may be available are:

- (i) days, evenings, nights (rotation);
- (ii) days only;
- (iii) evenings only (only by request of Employee);
- (iv) nights only (only by request of Employee);
- (v) evenings and days (rotation);
- (vi) nights and evenings (rotation) (only by request of Employee);
- (vii) nights and days (rotation)."

3. Amend Article 29.11(c) to read:

"29.11 (c) Where the Employers requires a part-time Employee to work without her having volunteered or agreed to do so or on scheduled days of rest, she shall be paid the applicable overtime rate provided in Article 29.14."

D. Article 31: Casual Employees

The parties agree that the provisions of Article 31: Casual Employees shall be amended as follows:

1. Amend Article 31.12 to read:

"31.12 The provisions of Article 19: On-Call Duty shall not apply to casual Employees and are replaced by:

- (a) Where a casual Employee is assigned by the Employer to "on-call duty" for a specified period of time, she shall be paid two dollars and twenty-five cents (\$2.25) per hour, except that on Named Holidays, she shall be paid three dollars and twenty-five cents (\$3.25) per hour.
- (b) 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.
- (c) For each occasion on which a casual Employee is called back to duty during the casual Employee's on-call period, in addition to the payment received for being on-call, the casual 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 longer, at the overtime rate."

E. Article 32: Layoff and Recall

The parties agree that the provisions of Article 32: Layoff and Recall shall be amended as follows:

1. Amend Article 32.06 to read:

"32.06 (a) The Employer shall make payment for its share of the full premium of the benefits referred to in Article 24 on behalf of a laid off Employee for a maximum of one (1) month's premium.

- (b) Employees laid off for more than one (1) month may, with the assistance of or through the Employer, make prior arrangements for payment of the full premiums of the benefits referred to in Article 24."

F. Article 40: Extended Work Day

The parties agree that the provisions of Article 40: Extended Work Day shall be amended as follows:

- 1. Amend Article 40.04(a) to read:

"40.04 Overtime

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

13.01 (a) Overtime is all time authorized by the Employer and worked by an Employee in excess of the regular daily hours specified in Article 40.03(a) of this Article and/or on the scheduled days of rest for full-time Employees. The Employer shall designate an individual on each shift at the facility who may authorize overtime. The Employer shall not unreasonably deny authorization after the fact for overtime worked where such overtime arises as a result of unforeseeable circumstances in which it is impossible to obtain prior authorization. Overtime may be accumulated and taken in time off at a mutually acceptable time at the applicable premium rate. Time off not taken by the last day of March in any given year shall be paid out unless otherwise mutually agreed. The Employer shall provide, on each nursing 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."

- 2. Amend Article 40.11(ii) to read:

"40.11 (ii) Amend Article 29.05 to read:

29.05 Except in cases of emergency or by mutual agreement between a Part-time Employee and the Employer, shift schedules shall provide for:

- (a) at least twenty-two point five (22.5) hours off duty at a shift changeover;
- (b) an Employee shall not be scheduled to work on two (2) weekends in a four (4) week period. "Weekend" shall mean a Saturday and the following Sunday, assuring a minimum of fifty-six (56) hours off duty;
- (c) an Employee shall not be scheduled to work more than four (4) consecutive extended shifts nor more than four (4) extended shifts per week;
- (d) an average of two (2) days per week scheduled as designated days of rest."

If an Employee is required by the Employer to change shifts without receiving twenty-two and one-half (22 1/2) hours off duty, she shall be entitled to premium payment of two times (2X) her Basic Rate of Pay for the first (1st) tour of duty on the new shift."

ON BEHALF OF THE EMPLOYER

ON BEHALF OF THE UNION

DATE: _____

DATE: _____

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

Chinook Health Region

All employees when employed in auxiliary nursing care in Blairmore
All employees at the Cardston Hospital and the Grandview Nursing Home when employed in auxiliary nursing care
All employees when employed in auxiliary nursing care in Fort Macleod
All employees when employed in auxiliary nursing care in Lethbridge
All employees when employed in auxiliary nursing care in Magrath
All employees when employed in auxiliary nursing care in Milk River
All employees when employed in auxiliary nursing care in Picture Butte
All employees when employed in auxiliary nursing care in Pincher Creek
All employees when employed in auxiliary nursing care in Taber
Coaldale Community Hospital Association, Ltd. - all employees at the Coaldale Health Care Centre when employed in auxiliary nursing care

Palliser Health Authority

All employees when employed in auxiliary nursing care in Bassano
All employees when employed in auxiliary nursing care at the Bow Island Health Centre
All employees when employed in auxiliary nursing care in Brooks
All employees when employed in auxiliary nursing care in Empress
All employees when employed in auxiliary nursing care in Medicine Hat
All employees when employed in auxiliary nursing care in Oyen

Headwaters Health Authority

All employees when employed in auxiliary nursing care in Black Diamond
All employees when employed in auxiliary nursing care in Canmore
All employees when employed in auxiliary nursing care in Claresholm
All employees when employed in auxiliary nursing care in High River
All employees at the Little Bow Auxiliary Hospital when employed in auxiliary nursing care
All employees when employed in auxiliary nursing care in Vulcan
Mineral Springs Hospital, Banff - all employees when employed in auxiliary nursing care

Calgary Regional Health Authority

All employees at or out of the Alberta Children's Provincial General Hospital when employed in auxiliary nursing care

All employees at or out of the Calgary General Hospital when employed in auxiliary nursing care

All employees at or out of the Colonel Belcher Hospital and the Rockyview General Hospital when employed in auxiliary nursing care

Health Authority 5

All employees when employed in auxiliary nursing care in Didsbury
All employees when employed in auxiliary nursing care in Drumheller
All employees when employed in auxiliary nursing care in Hanna
All employees at Strathmore District Health Services when employed in auxiliary nursing care
All employees when employed in auxiliary nursing care in Three Hills

David Thompson Regional Health Authority

All employees when employed in auxiliary nursing care in Bashaw
All employees when employed in auxiliary nursing care in Innisfail
All employees when employed in auxiliary nursing care in Lacombe
All employees when employed in auxiliary nursing care in Olds
All employees when employed in auxiliary nursing care in Ponoka
All employees at Red Deer General Hospital and Auxiliary Hospital when employed in auxiliary nursing care
All employees at the Red Deer Nursing Home when employed in auxiliary nursing care
All employees of Valley Park Manor in Red Deer when employed in auxiliary nursing care
All employees when employed in auxiliary nursing care in Rocky Mountain House
All employees when employed in auxiliary nursing care in Sundre
St. Mary's Health Care Centre, Trochu - all employees when employed in auxiliary nursing care

East Central Regional Health Authority 7

All employees when employed in auxiliary nursing care in Consort
All employees when employed in auxiliary nursing care in Coronation
All employees when employed in auxiliary nursing care in Daysland
All employees when employed in auxiliary nursing care in Galahad
All employees when employed in auxiliary nursing care in Hardisty
All employees when employed in auxiliary nursing care in Islay
All employees when employed in auxiliary nursing care in Killam
All employees when employed in auxiliary nursing care in Provost
All employees when employed in auxiliary nursing care in Stettler
All employees when employed in auxiliary nursing care in Tofield
All employees when employed in auxiliary nursing care in Vermilion
All employees when employed in auxiliary nursing care in Viking
All employees when employed in auxiliary nursing care in Wainwright
Killam General Hospital (Sisters of St. Joseph, Killam) - all employees when employed in auxiliary nursing care

Our Lady of the Rosary Hospital, Castor - all employees when employed in auxiliary nursing care

St. Mary's Hospital, Camrose - all employees when employed in auxiliary nursing care

WestView Regional Health Authority

All employees when employed in auxiliary nursing care in Devon
All employees when employed in auxiliary nursing care in Hinton
All employees when employed in auxiliary nursing care in Jasper
All employees when employed in auxiliary nursing care in Stony Plain

Crossroads Regional Health Authority

All employees when employed in auxiliary nursing care except those employed in community health

Capital Health Authority

All employees at or out of the Glenrose Rehabilitation Hospital when employed in auxiliary nursing care
All employees at or out of the Leduc Community Hospital and Health Centre when employed in auxiliary nursing care
All employees at or out of the Royal Alexandra Hospital when employed in auxiliary nursing care
All employees at or out of the Sturgeon Community Hospital and Health Centre when employed in auxiliary nursing care
All employees at or out of the University of Alberta Hospital when employed in auxiliary nursing care
Caritas Health Group:
 All employees in auxiliary nursing care employed by the employer operating the Grey Nuns Hospital (Community Health Centre) and the Edmonton General Hospital
 All employees in auxiliary nursing care employed by the employer operating the Misericordia Hospital (Community Health Centre)

Aspen Regional Health Authority #11

All employees when employed in auxiliary nursing care in Athabasca
All employees when employed in auxiliary nursing care in Barrhead
All employees when employed in auxiliary nursing care in Boyle
All employees when employed in auxiliary nursing care in Mayerthorpe
All employees when employed in auxiliary nursing care in Radway
All employees when employed in auxiliary nursing care in Redwater
All employees when employed in auxiliary nursing care in Swan Hills
Thorhild-Westlock Auxiliary Hospital and Nursing Home District No. 26 - all employees when employed in auxiliary nursing care
All employees at Westlock Healthcare Centre when employed in auxiliary nursing care
All employees when employed in auxiliary nursing care in Whitecourt

Lakeland Regional Health Authority

All employees when employed in auxiliary nursing care in Cold Lake
All employees when employed in auxiliary nursing care in Elk Point
All employees when employed in auxiliary nursing care in Fort Saskatchewan
All employees when employed in auxiliary nursing care in Lac La Biche
All employees when employed in auxiliary nursing care at the Mannville Health Centre
All employees when employed in auxiliary nursing care in Myrnam
All employees when employed in auxiliary nursing care in St. Paul
All employees when employed in auxiliary nursing care in Smoky Lake
All employees when employed in auxiliary nursing care in Two Hills
Vilna General Hospital District No. 105 - all employees when employed in auxiliary nursing care
Bonnyville Health Centre - all employees when employed in auxiliary nursing care
Lamont Health Care Centre - all employees when employed in auxiliary nursing care
St. Joseph's General Hospital - all employees when employed in auxiliary nursing care

Mistahia Health Region

All employees when employed in auxiliary nursing care at the Beaverlodge Municipal Hospital and the Hythe Nursing Home
All employees when employed in auxiliary nursing care in Fairview
All employees when employed in auxiliary nursing care in Fox Creek
All employees when employed in auxiliary nursing care in Grande Cache
All employees when employed in auxiliary nursing care in Grande Prairie
All employees when employed in auxiliary nursing care in Spirit River
All employees when employed in auxiliary nursing care at the Valleyview Health Centre

Peace Regional Health Authority

All employees when employed in auxiliary nursing care in Grimshaw
All employees when employed in auxiliary nursing care in Manning
All employees when employed in auxiliary nursing care in McLennan
All employees when employed in auxiliary nursing care at the Peace River Health Complex

Keeweenok Lakes Regional Health Authority No. 15

All employees when employed in auxiliary nursing care at or out of the High Prairie Health Complex
All employees when employed in auxiliary nursing care in Slave Lake/Wabasca/Demarais

Northern Lights Regional Health Services

All employees when employed in auxiliary nursing care in Ward One of the Regional Municipality of Wood Buffalo

Northwestern Regional Health Authority

All employees when employed in auxiliary nursing care