

COLLECTIVE AGREEMENT

between

CAPITAL HEALTH CARITAS

and

CANADIAN HEALTH CARE GUILD

and

ALBERTA UNION OF PROVINCIAL EMPLOYEES - LOCAL 106

APRIL 1,1996 - MARCH 31,2000 (AUPE)

APRIL 1, 1997 - MARCH 31,2000 (CHCG)

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ARTICLE 1: TERM OF COLLECTIVE AGREEMENT

- 1.01 Except where otherwise stated in this Collective Agreement, this agreement, including appendices hereto unless altered by mutual consent of both Parties hereto, shall be in force and effect on the date of ratification by the Parties, up to and including March 31st, 2000 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 during the period between sixty (60) and one hundred and twenty (120) days prior to its expiration.
- 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

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- 2.01 “Code” means The Labour Relations Code, as amended from time to time.
- 2.02 “Arbitration” shall take meaning from the appropriate section of the Code dealing with the resolution of a difference.
- 2.03 “Union” shall mean the Alberta Union of Provincial Employees (AUPE) and/or the Canadian Health Care Guild (CHCG). In the event of a change of name of the aforementioned Union(s) the subsequent name shall be recognized.
- 2.04 “Basic Rate of Pay” shall mean the incremental step in the Salaries Appendix applicable to an Employee in accordance with the terms of this Collective Agreement, exclusive of all premium payments.
- 2.05 “Continuous Employment” shall mean the period of uninterrupted employment within the Bargaining Unit.
- 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 will 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 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 operation and management of the Health Facility(s).
- 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 “Health Facility(s)” means the health facility(s) named as the “Employer” in this Collective Agreement.
- 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(s).
- 2.11 “Shift” shall mean a daily tour of duty excluding overtime hours.
- 2.12 “Shift Cycle” means the period of time when the shift schedule repeats itself. In those instances where the shift 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 “Month” is the period of time between the date in one month and the preceding date in the following month.
- 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 Local 106 of the AUPE.
- 2.16 “Chapter Representative” means an Employee representative of the CHCG.

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 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.

ARTICLE 4: UNION MEMBERSHIP AND DUES DEDUCTION

- 4.01 All Employees have the right:
- (a) to be members of the Union and to participate in its lawful activities
 - (b) to bargain collectively with the Employer through the Union.
- 4.02 Consistent with the payroll system of the Employer, the Union will advise the Employer of the bi-weekly amount of its union dues. An amount equal to said union 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 listing of the names of Employees from whom deductions were made, the amount of the deduction, and gross payroll amount for the bargaining unit. Such list shall indicate newly hired and terminated Employees.
- 4.03 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.
- 4.04 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 preference, marital status, physical 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.

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 are offered as compulsory:
- (i) CPR (when established by the Employer as mandatory qualification);

- (ii) fire, evacuation and disaster procedures;
 - (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 in each Facility no fewer than five (5) current nursing journals.

ARTICLE 8: PROBATIONARY PERIOD

8.01 An Employee shall serve a single probationary period of five hundred and three and three-quarter (503 3/4) hours worked exclusive of overtime 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. The probationary period may be extended for a period up to an additional five hundred and three and three-quarter (503%) hours worked, exclusive of overtime hours worked. During the probationary period the Employee may be terminated for any reason, without:

- (a) notice; or
- (b) pay (except as may be required by the provisions of the Alberta Employment Standards Code),

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 or the Code, with respect to such termination.

8.02 The Employer shall provide a paid orientation period for all new Employees.

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

8.04 A representative of the Union shall have the right to make a presentation of up to thirty (30) minutes during the paid orientation of new Employees. Attendance at the presentation shall not be compulsory.

ARTICLE 9: SENIORITY

- 9.01 (a) The seniority date of all Regular Employees shall be the date upon which the Regular Employee commenced in the bargaining unit, including all prior periods of uninterrupted 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) preference of vacation time in Article 23;
- (b) layoffs and recalls, subject to the provisions specified in Article 32;
- (c) promotions and 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 initial 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** Within three (3) months of the signing date of this Collective Agreement the Employer will post on the Bulletin Board provided pursuant to the provisions of Article 34, a seniority list containing the name and seniority date of each Regular and Temporary Employee in chronological order. The seniority list will be updated by the Employer not less frequently than every six (6) months thereafter. Copies of said seniority lists will be provided to the President of the Union following posting. The Union shall have one (1) month in which to take issue with the seniority list, otherwise the seniority list will be deemed to be correct.
- 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 Health Facility

- 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 one (1) working day in advance, an Employee may view her personnel file once each year or when the Employee has filed a grievance. An Employee may be accompanied by a Union representative when viewing her personnel file.
- (b) An Employee shall be allowed to view her personnel file in the Human Resource Office in the event of a grievance or upon written request, and shall be allowed to copy any portion of the file.
- 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, TRANSFERS AND PROMOTIONS

- 11.01 The Employer shall post within the facility(s) notices of vacant positions to be filled 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 shift cycle and the current shift pattern for the position.
- 11.02 Applications for vacancies, transfers or promotions, shall be made in writing to such officer of the facility(s) 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 promotions and 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. Internal applicants shall be given consideration before external applicants.

- 11.05 All applicants interviewed for a posted transfer, promotion and/or vacancy, shall informed of their acceptance or rejection within five (5) working days of the date or the appointment. A copy of all postings with the names of the successful candidate shall be forwarded to the Union. The name of the Employee who is appointed to fill the transfer, promotion and/or vacancy shall be posted forthwith on a bulletin board provided for that purpose and shall remain posted for ten (10) calendar days.
- 11.06 a) An Employee who has been promoted or transferred to another position, shall serve a trial period of three hundred forty eight point seven-five (348.75) regular hours worked to determine her suitability for the new position. The trial period may be extended for a maximum of a further three hundred forty eight point seven-five (348.75) regular hours worked with the mutual agreement of the Employer and the Union. During the trial period, the Employee may request to be returned, or be returned by the Employer to her former position or to another suitable position for which she is qualified, at her basic rate of pay for such position.
- b) In the event that an Employee returns to her former position pursuant to Article 11.06(a) the Employer shall have one 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 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 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 $\frac{3}{4}$) consecutive hours per day;
- (b) thirty-eight and three-quarter (38 $\frac{3}{4}$) hours per week averaged over one (1) complete cycle of the shift schedule.

12.02 Regular hours of work shall be deemed to:

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

- (i) two rest periods of fifteen (15) minutes during each full working shift of seven and three-quarter (7½) hours, or
- (ii) one rest period of 30 minutes during each full working shift of seven and three-quarter (7½) 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 one and one-half times (1 1/2X) her basic rate of pay rather than at straight time; or
- (ii) for a meal period for which the Employee is entitled to be paid in accordance with Article 12.03(a), at one and one-half times (1 1/2X) her basic rate of pay rather than at straight time; or
- (iii) for a meal period for which the Employee is not otherwise entitled to be paid, at one and one-half times (1 1/2X) 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 shift of the working day shall be the one wherein the majority of hours worked fall between 2400 and 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 12.07 and 12.09.

- (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 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 ninety-three and three quarter (193 3/4) 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 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 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 time and one-half (1 1/2x) 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 one and one-half (1 times 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.

(d) If an Employee requests a shift 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) 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.

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 one and one-half (1 times 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 scheduled, and is directed by the Employer to leave and return to work at a later shift, she shall be compensated for the inconvenience by a payment equivalent to three (3) 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 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.

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, or on scheduled days of rest for Full-Time Employees.
- (b) The Employer shall designate an individual on the Hospital premises 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 authorization.
- 13.02 The overtime rate of one and one-half times (1 1/2x) the applicable basic rate of pay shall be paid for the first two (2) hours of overtime immediately following or preceding an Employee's scheduled shift, and the overtime rate of two times (2x) the applicable basic rate of pay shall be paid for all such overtime in excess of two (2) hours.
- 13.03 The overtime rate of one and one-half times (1 1/2x) the applicable basic rate of pay shall be paid for the first two (2) hours of overtime on an Employee's first scheduled day off worked for Full-Time Employees, and the overtime rate of two times (2x) the applicable basic rate of pay shall be paid for all such overtime worked in excess of two (2) hours.
- 13.04 The overtime rate of two times (2x) the applicable basic rate of pay shall be paid for overtime on the second and subsequent 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 rate 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 Employees shall be entitled to an increment on the completion of two thousand twenty-two decimal seven five (2022.75) regular hours of work and thereafter a further increment upon the completion of each period of one thousand eight hundred and twenty-nine (1829) regular hours actually worked to the maximum increment granted Full-Time Employees.
- 14.03 For the purpose of establishing the basic rate of pay on hire, the Employer shall recognize previous experience satisfactory to the Employer provided that not more than three (3) years have elapsed since such experience was obtained.
- Previous experience will be recognized in complete yearly units of one thousand eight hundred and twenty-nine (1829) hours worked.
- 14.04 When an Employee is transferred to a classification with a higher rate of pay, she shall be advanced to the start rate of such higher classification, except where 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.
- 14.05 In the event that the Employer varies the duties of the 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 of 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 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 34.05) shall be paid at the applicable rate of pay for attendance at such meetings.
- 14.09 Any Employee whose employment has terminated prior to the date of signing of this Collective Agreement, will be eligible to receive the retroactive increase in salary to which she would have otherwise been entitled upon submission of a written application to the Employer no later than sixty (60) calendar days after the date of signing this Collective Agreement. ..
- 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 as amended shall be employed as a Licensed Practical Nurse.
- 14.11 An Employee who has completed the required training and who is eligible but not yet registered, or who has not maintained current registration as a Licensed Practical Nurse pursuant to the Health Disciplines Act, R.S.A. 1980, c. H-3.5 as amended, shall be paid at the appropriate rate of pay for a Nursing Attendant.
- 14.12 An Employee who has completed the requisite training program pursuant to the Health Disciplines Act, and who passes the Assessment Strategies exams on the first available opportunity to sit said examination following the commencement of employment, shall have her basic rate of pay adjusted retroactively to that for the classification of LPN to the date of hire. Otherwise retroactive adjustment of the basic rate of pay will be restricted to the date on which examination was written and passed.
- 14.13 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.

ARTICLE 15: PYRAMIDING

- 15.01 Except where expressly authorized in this Collective Agreement, there shall be no pyramiding of premiums.

- 5.02** Where two or more applicable premiums are expressed as multiples of the basic rate of pay, the Employee will be paid only one such premium, that being the highest of the applicable premiums.

ARTICLE 16: SHIFT AND WEEKEND DIFFERENTIAL

- 16.01 A shift differential of one dollar per hour (\$1.00/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 (15 15) hour day shift.
- (a) Effective December 1, 1998, the above noted rate shall be changed to one dollar and twenty five cents (\$1.25/hour).
 - (b) Effective December 1, 1999, this rate shall be changed to one dollar and fifty cents per hour (\$1.50/hour).
- 16.02** A weekend premium of fifty cents (50¢) 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.
- (a) Effective June 1, 1999, the above noted rate shall be changed to eighty cents per hour (\$0.80/hour),
 - (b) Effective October 1, 1999, this rate shall be changed to one dollar and ten cents per hour (\$1.10/hour).
- 16.03 Where applicable, an Employee shall be eligible to receive both shift and weekend differential.

ARTICLE 17 : LEAVE BLANK

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 one full shift 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.

ARTICLE 19: ON-CALL DUTY

- 19.01 "On-Call Duty" shall mean any period during which an Employee is not on regular duty, the duration of which is eight (8) hours, or any portion thereof, during which the Employee has been designated to be reasonably available to respond without undue delay to any request to return for duty.

- 19.02 For each assigned hour, or part thereof, of authorized on-call duty, an Employee shall be paid:
- (a) On regularly scheduled days of work, the sum of one dollar and twenty-five cents (\$1.25) per hour; and
 - (b) On scheduled days off and paid holidays, the sum of one dollar and seventy-five cents (\$1.75) per hour.
- 19.03 (a) On each occasion on which an Employee is called back to duty during on-call period, such Employee shall be paid, in addition to the payment received for being on-call, for all hours worked during the on-call period, or for three (3) hours, whichever is greater, at the overtime rate for all Employees.
- (b) When an Employee who has not be assigned to “on-call duty” is called and is required to report for work, she shall be paid for all hours worked, or for three (3) hours, whichever is greater, at the overtime rate for all Employees.
- 19.04 The Employer shall endeavor to avoid placing an Employee “on-call” on the evening prior to or during scheduled off-duty hours.
- 19.05 An Employee who is called back to the Hospital 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 twenty-eight cents (28¢) per kilometer from the Employee’s residence to the Hospital and return.
- 19.06 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.
- 19.07 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.

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) kilometers 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 facility; 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 health 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 twenty-eight cents (28¢) 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 all general holidays proclaimed to be a statutory holiday by any of the following:

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

(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 shall be scheduled at a time mutually agreed upon between the Employer and Employee. Failing mutual agreement by March 31st of the following year, the Employee shall receive payment for such day at her basic rate of pay.

22.02 Subject to Article 22.07, 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 off at a mutually agreed time, or
- (b) by mutual agreement, a day added to her next annual 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 of the option to be applied within thirty (30) calendar days of the named holiday, the Employee shall have a day off with pay scheduled adjacent to a scheduled day of rest.

- 22.04 When a paid holiday falls on a day that would otherwise be a Regular Employee's regularly scheduled day off, the Employee shall receive an alternate day off with pay as outlined in Clause 22.03 above.
- 22.05 When a paid holiday falls within an Employee's annual vacation, such holiday may, by mutual agreement, be added to the vacation period, or the alternate day off shall be dealt with as per Clause 22.03 above.
- 22.06 (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 22.06 (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 22.06 (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).
- 22.07 An Employee:
- (a) on layoff; or
- (b) in receipt of compensation from the Workers' Compensation Board in excess of thirty (30) calendar days; or
- (c) on 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
- (d) on other leaves of absence in excess of thirty (30) calendar days for any reason,
- such Employee shall not be entitled to:
- (i) a day off with pay, or
- (ii) payment in lieu thereof,
- for the aforementioned Named Holidays.

ARTICLE 23: ANNUAL VACATION

23.01 **Definition**

For the purpose of this Article “Vacation” means annual 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 at which such entitlement is earned shall be governed by the position held by the Employee and the total length of such service as follows:
 - (i) During each of the first (1st) and second (2nd) years of such employment, an Employee earns a vacation entitlement of 9.69 hours per month (15 working days per year);
 - (ii) During each of the third (3rd) to fourteenth (14th) years of employment, an Employee earns a vacation entitlement of 12.92 hours per month (20 working days per year);
 - (iii) During each of the fifteenth (15th) to twenty-fourth (24th) years of employment, an Employee earns a vacation entitlement of 16.15 hours per month (25 working days per year);
 - (iv) During the twenty-fifth (25th) and subsequent years of employment, an Employee earns a vacation entitlement of 19.38 hours per month (30 working days per year).

- 23.03 (a) Notwithstanding Article 23.02 vacation with pay shall not accrue during periods while:
 - (i) on layoff; and
 - (ii) on unpaid absence during which she is in receipt of weekly indemnity as provided for by the Short Term Disability Insurance Plan or the Long Term Disability Insurance Plan; and
 - (iii) in receipt of compensation from the Workers’ Compensation Board; 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.

13.04 Vacation Pay on Termination

An Employee upon termination shall receive vacation pay at her basic rate of pay for all vacation earned.

23.05 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 1st of that year, the Employer shall indicate approval or disapproval of that vacation request by March 31st of the same year. 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. A vacation period may be divided by mutual agreement between the Employee and the Employer.
- (b) Requests to use vacation 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.
- (c) The Employer may establish a limit to the level of vacation accrual an Employee is permitted to maintain on an on-going basis.

23.06 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.

23.07 An Employee called back by the Employer to work during her vacation will receive one and one-half times (1 1/2 X) 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.

23.08 Vacation Earning Portability

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

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 Blue Cross Supplementary Benefits Plan, or equivalent including direct payment and/or reimbursement provisions that were in effect on December 31, 1997;
- (b) Alberta Health Care Insurance Plan;
- (c) A group plan to provide for:
 - (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 (STD) shall become effective on the first (1st) working day following the expiry of sick leave credits in the case of absence due to injury or hospitalization. In the particular case of Employees who have insufficient sick leave credits to satisfy the 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 Dental 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.

(d) EI SUB Plan

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

14.02 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 Employer will provide one copy of each of the plans to the Unions..

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 After an Employee has completed her probationary period as per Article 8.01, she shall be allowed 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 provided however, that an Employee shall not be entitled to apply sick leave credits prior to the completion of her probationary period as per Article 8.01.

In 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 absences in excess of thirty (30) calendar days.

- 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 submit proof satisfactory to the Employer of any illness, non-occupational accident or quarantine.
- 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 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.
- 25.08 a) No sick leave shall be granted for any illness which is incurred once an Employee commences her vacation; in this event, the Employee will be receiving vacation pay.
- b) Sick leave shall be granted once substantiated in accordance with Article 25.05:
- i) If an Employee becomes ill during her vacation as stated in Article 25.08(a) above, only after the expiry of the Employees vacation and provided the illness continues beyond the vacation;
 - ii) For the period of sick time falling within a scheduled vacation period provided that the Employee became ill prior to the commencement of the scheduled vacation. The number of sick days paid within the scheduled vacation period shall be considered as vacation not taken and may be rescheduled to a later date.

- c) Notwithstanding the provisions of Article 25.08(a), should an Employee be admitted to a hospital during the course of her vacation, she shall be considered as being on sick leave for the period of hospitalization and subsequent period of recovery. Vacation time not take as a result of such a stay in hospital shall be rescheduled to a mutually agreeable time.
- 25.09 Upon request of an Employee but not more frequently than once a year, the Employer shall advise an Employee in writing, 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 Employees 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.
- 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) For first thirty (30) consecutive calendar days on which the Employee is absent from work while on 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, or another equivalent or lower paid 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 provision 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 Article 11, 12, 29 and 39.

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 receive compensation benefits directly from the Workers' Compensation Board.

(b) Employees will be eligible to apply for sick leave benefits in accordance with Article 25: Sick Leave during the period of time they are waiting for receipt of their claim from WCB. Sick leave benefits will be payable provided:

- (i) the Employee has sick leave credits available, and
- (ii) the Employee meets the eligibility requirements for sick leave, and
- (iii) the Employee assigns her WCB benefits to the Employer, only to the extent that is required for the Employer to recover the money that was paid out for sick leave, once the WCB claim is approved. The Employer shall then reinstate the Employee's sick leave credits to the appropriate level. After the money for the sick leave benefits has been recovered from the assigned WCB benefits, the Employee shall receive her benefits directly from the Workers' Compensation Board.

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 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;
 - (d) 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 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, i.e. where the expected duration of the disability 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 or other equivalent or lower paid 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 11,12,29and39.
- 26.05 At the expiration of twenty-four (24) months from the first (1st) day of absence as a result of a disability while on duty in the service of the Employer:
- (a) an Employee who is not capable of resuming work pursuant to Article 26.03(a); or

- (b) for whom, after a reasonable effort having been made pursuant to Article 26.03(b), alternate employment is not available,

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

26.06 At the time it is determined that an absence that is 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.

26.07 Any and all obligations of the Employer shall be negated should the Employee fail to keep the Employer informed of the prognosis of her condition in a prompt and timely manner.

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 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 without pay to perform the duties of any office of the local / chapter or of the parent association, the application for leave must be made in writing to the Employer for approval.
- (b) The Employer shall not unreasonably withhold leave of absence, with or without pay, 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) 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 for a maximum period of two (2) years. Such leave of absence shall be renewable for a further term upon request. 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 without pay, or loss of seniority in order to participate in negotiations with the Employer.

27.04 (a) Maternity Leave

- (i) An Employee who has completed six (6) months' continuous employment shall, upon her written request, providing at least 28 calendar days advance notice, be granted maternity leave to become effective at any time during the twelve (12) weeks immediately preceding the estimated 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 nine (9) 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 six (6) months.

- (c) (i) Subject to Section (ii) an Employee on maternity leave or paternity leave shall provide the Employer with at least twenty-eight (28) 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 work force, resumption of the business, undertaking, or activity, recall or reinstatement to the working force shall be in compliance with Article 32.04 and 32.05.

7.05 Adoption Leave

- (a) An Employee who has completed six (6) months continuous employment shall upon written request, giving twenty-eight (28) 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 nine (9) months as necessary for the purpose of adopting a child.
- (b) Where the Employee is unable to comply with (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 section (ii) an Employee granted adoption leave shall provide the Employer with twenty-eight (28) 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 work 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 32.04 and 32.05.

27.06 Court Appearance

- (a) In the event an Employee is required 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, the Employee shall:
 - (i) suffer no loss of regular earnings for the scheduled shift so missed;
 - (ii) be paid at her basic rate of pay for the hours of attendance at court on her scheduled day(s) of rest, and be granted an alternate day(s) of rest as scheduled by the Employer. Such rescheduling of the day(s) of rest shall not be construed as a violation of scheduling provisions of Article 12.
- (b) In the event an Employee is scheduled to work on the evening or night shift(s) on the day or the night shift commencing on the day(s) on which she is called

as a witness in matters arising out of her employment with the Employer, or a juror, she shall be granted a leave of absence for those scheduled shift(s) so missed and suffer no loss of earnings.

- (c) The Employee shall be paid the difference between the pay received for court services and the pay the Employee would have normally received if she had been working.

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, fiance, 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.
- (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 Special 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 three (3) working days per year. The Employee may be required to submit satisfactory proof of illness.

27.09 Educational Leave

- (a) For the purpose of determining salary increments, an Employee who is granted leave of absence for educational purposes, subject to the conditions provided in Article 27.01, shall be deemed to remain in the continuous service of the Employer for the first eighteen (18) months of such period of leave.
- (b) During an Employee's educational leave, she may work as a Casual Employee with the Employer without adversely affecting her reinstatement to the position from which she is on leave.

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 - Annual 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 $\frac{3}{4}$) consecutive hours in any day and shall be less than thirty-eight and three-quarter (38 $\frac{3}{4}$) hours per week, averaged over one (1) complete cycle of the shift schedule. The ratio of work days to non-work days shall not exceed 5:2 in a six (6) calendar week period.
- 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 $\frac{3}{4}$) hours; or
- (b) one (1) rest period of thirty (30) minutes during each full working shift of seven and three-quarter (7 $\frac{3}{4}$) hours. If this is more compatible with 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 not less than 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 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 one and one-half times (1 1/2 X) her basic rate of pay rather than at straight time; or
 - (ii) for a meal period for which the Employee is entitled to be paid in accordance with Article 29.03(e), at one and one-half times (1 1/2X) her basic rate of pay rather than at straight time; or
 - (iii) for a meal period for which the Employee is not otherwise entitled to be paid, at one and one-half times (1 1/2) her basic rate of pay.

29.04 Subject to 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 representative of the Union. The Employer shall allow a local chapter representative of the Union to reproduce a copy of the posted shift schedule.

- 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 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 of fifty-six (56) hours off duty;
 - (iii) an Employee shall not be scheduled to work 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.

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%) hours off duty, she shall be entitled to premium pay at one and one-half times (1 1/2 X) 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 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, night (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 totaling not more than one-hundred and ninety-three and three-quarter (193%) 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.
- 29.08 (a) 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,

- 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 $\frac{3}{4}$) 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 one and one-half times (1 1/2X) 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 one and one-half times (1 1/2X) 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, and for the first two (2) hours beyond seven and three-quarter (7 $\frac{3}{4}$) hours worked in any given work day. 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) The overtime rate of two times (2X) shall be paid for all authorized hours of work performed in excess of nine and three-quarter (9 3/4) hours worked in any day, and after two (2) hours worked on any day worked in excess of the work ratio pursuant to Article 29.02.
- (c) If mutually agreed between the Employee and the Employer, equivalent time off in lieu of pay may be granted. Time off not taken by the last day of March in any given year shall be paid out unless otherwise mutually agreed. Such request to carry over lieu time shall be submitted by the Employee in writing prior to March 31, and shall not be unreasonably denied.

Named Holidays

- 29.15 A Part-Time Employee required to work on a named holiday shall be paid at one and one-half times (1 1/2x) her basic rate of pay for work performed up to nine and three-quarter (9 3/4) hours. Two times (2X) her basic rate of pay shall be paid for work in excess of nine and three-quarter (9 3/4) hours on such day.
- 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 Unless an Employee requests otherwise, each Part-Time Employee shall be scheduled so as to be given either Christmas Day or New Year’s Day off.

Annual Vacation

29.18 Definition:

“Vacation” means annual vacation with pay.

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

Hours worked at the rate specified in 29.19 (b)	x	The applicable percentage as outlined below	=	Number of hours of paid vacation time to be taken
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- (i) six percent (6%) during the first (1st) to 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 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 through 29.28.
- (c) **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 1st. of that year, the Employer shall indicate approval or disapproval of that vacation request by March 31st. of the same year. A vacation period may be divided by mutual agreement between the Employee and the Employer.
 - (ii) Requests to use vacation 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.
 - (iii) The Employer may establish a limit to the level of vacation accrual an Employee is permitted to maintain on an ongoing basis.

(d) 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 or another Employer signatory to an agreement containing this provision, such Employee shall, after one (1) year of service receive 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.

- 29.20 An Employee called back by the Employer to work during her vacation will receive one and one-half times (1 1/2 X) 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.
- 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) On completion of the stipulated probationary period 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 regularly scheduled hours worked by the Employee in relation to the regularly scheduled hours for a Full-Time Employee, up to a maximum of one hundred and twenty (120) working days. Provided however, that an Employee shall not be entitled to apply sick leave credits for absences due to illness occurring prior to the completion of her probationary period, nor for additional shifts worked pursuant to Article 29.11. In the case of:

- (i) illness;
- (ii) injury;
- (iii) layoff;
- (iv) leave of absence;
- (v) 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
- (vi) 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 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 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. Employees may be required to submit satisfactory proof of such appointment.
- 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 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 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.

29.3 1 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(f), 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:

- (i) 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;

- (ii) if the Employee is incapable of performing the duties of her former position, but is capable of performing the duties of her former classification or another equivalent or lower paid 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;
- (iii) at the expiration of twenty-four (24) months from the last day of paid sick leave, an Employee
 - (a) is not capable of resuming work pursuant to section (a), or
 - (b) 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.

- 29.32 (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 (7½) hours in a day or thirty eight and three-quarter (38½) 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(c).

ARTICLE 30: TEMPORARY EMPLOYEES

- 30.01 A Temporary Employee shall be covered by the terms of this Collective Agreement with the exception of:
- (a) Article 8 (Probationary Period).

- (b) Article 10 (Performance Appraisals).
 - (c) Article 11 (Appointments, Transfers and Promotions). During the term of a temporary position, an Employee shall be eligible to apply on postings in accordance with the following:
 - (i) 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.
 - (ii) 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.
 - (d) Article 24 (Employee Benefits Plan) prior to the completion of six (6) months of continuous service.
 - (e) Article 32 (Layoff and Recall);
 - (f) Article 33 (Discipline and Dismissal);
- which are superseded and replaced by the following.

- 30.02**
- (a) A Temporary Employee shall not have the right to grieve the termination of the term position.
 - (b) The Employer shall provide at least seven (7) calendar days written notice of termination of her term position.
 - (c) 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 $\frac{3}{4}$) hours; or
 - (ii) include one (1) rest period of thirty (30) minutes during each full working shift of seven and three-quarter (7 $\frac{3}{4}$) hours. If this is more compatible with 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 not less than 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 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:
 - (1) for a rest period, at one and one-half times (1 $\frac{1}{2}$ X) her basic rate of pay rather than at straight time; or
 - (2) for a meal period for which the Employee is entitled to be paid in accordance with Article 31.02(d)(v), at one and one-half times (1 $\frac{1}{2}$ X) her basic rate of pay rather than at straight time; or
 - (3) for a meal period for which the Employee is not otherwise entitled to be paid, at one and one-half times (1 $\frac{1}{2}$ 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 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 In the event that a Casual Employee reports to work as scheduled or called and the Employer cancels her shift, the Employee shall be paid 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 39.

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 $\frac{3}{4}$) 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 overtime rate of one and one-half times (1 1/2X) the applicable basic rate of pay shall be paid for the first two (2) hours of overtime worked, and the overtime rate of two times (2X) the applicable basic rate of pay for all hours worked thereafter.

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 following two thousand and twenty-two point seven five (2022.75) hours worked with the Employer and thereafter a further increment upon the completion of each period of one thousand eight hundred and twenty-nine (1829) regular hours worked to the maximum increment granted Full-Time Employees.

- (c) For the purpose of establishing the basic rate of pay on hire, the Employer shall recognize previous experience satisfactory to the Employer provided that not more than three (3) years have elapsed since such experience was obtained.

Previous experience will be recognized in complete yearly units of one thousand eight hundred and twenty-nine (1829) hours worked.

31.08 **Shift Differential**

A shift differential of one dollar (\$1 .00) 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** (15 15) hour day shift.

- (a) Effective December 1, 1998, the above noted rate shall be changed to one dollar and twenty five cents per hour (\$1.25/hour).
- (b) Effective December 1, 1999, this rate shall be changed to one dollar and fifty cents per hour (\$1.50/hour).

31.09 **Weekend Premium**

A weekend premium of fifty cents (\$.50) 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.

- (a) Effective June 1, 1999, the above noted rate shall be changed to eighty cents per hour (\$0.80/hour).
- (b) Effective October 1, 1999, this rate shall be changed to one dollar and ten cents per hour (\$1.10/hour).

Where applicable, an Employee shall be eligible to receive both shift and weekend differential.

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 one dollar and twenty-five cents (\$1.25) per hour, except that on named holidays, she shall be paid one dollar and seventy-five cents (\$1.75) 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 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.

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.

Ambulance Duty

31.13 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 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 institution; 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 Institution 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 Institution 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 2 1.02.

Named Holidays

- 31.16 (a) Casual Employees shall be paid at one and one-half times (1 1/2 X) their basic rate of pay for all hours worked on the 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 Annual 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, Transfers and Promotions

- (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, promotion 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 name of the Employee who is appointed to fill the transfer, promotion and/or vacancy shall be posted forthwith on a bulletin board provided for that purpose and shall remain posted for ten (10) calendar days.

- 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 3 1.07.

31.22 **Temporary Assignments**

When a Casual Employee is assigned to replace another Employee in a higher paid classification within this Collective Agreement for one full shift 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 Health 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, tire 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.
- (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, "full layoff" shall mean that a Regular Employee does not hold a regular or temporary position due to the application of Article 32.
- (b) All regular and temporary vacancies shall be posted. When there are Regular Employees on full layoff, the applications for these postings will be limited to Regular Employees who are currently working in regular or temporary positions. Casual Employees, Regular Employees on full layoff, and external applicants may not apply. The postings and selection process shall be

administered in accordance with Article 11: Appointments, Transfers, and Promotions.

- (c) Where there are no applicants for a posted vacancy, or there are no suitable applicants, the most senior Regular Employee on full 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 double registered letter sent to the Employee's last known place of residence or by personal delivery of same. When dispatched by registered mail, the letter shall be deemed delivered five (5) calendar days from the date of mailing. 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.
- (d) 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.

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 Employment shall be deemed terminated when an Employee does not return from full layoff in accordance with Article 32.08 when notified to do so, or has been on full layoff for a period of twenty-four (24) months without being recalled and has not worked a casual shift. Employees on full layoff and working as Casual Employees who do not return to work in accordance with Article 32.08 when notified to do so shall be removed from the recall list and there shall be no further obligation to offer the Employee a position.

Casual Shifts

- 32.11 (a) Employees who have been reduced in regular hours of work through the application of Article 32, and Employees on full 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) Regular Employees who have been reduced in regular hours of work may refuse casual shifts without penalty. Regular Employees on full layoff who refuse casual shifts may do so without adversely impacting their recall rights.

(d) This obligation to offer casual shifts according to Article 32.11 shall expire on twenty-four (24) months from the date the Employee was on full layoff without being recalled.

ARTICLE 33: DISCIPLINE, DISMISSAL AND RESIGNATION

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 twenty-five (25) 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 twenty-five (25) 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 that an Employee is suspended or dismissed, the Employer shall provide written reasons for the suspension or dismissal to the Employee and the Union within five (5) days of the action being taken. The action of suspension or dismissal shall be within twenty-five (25) 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 Where circumstance permit the Employer shall endeavor to 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. The Employee shall sign any written notice of discipline, for the sole purposes indicating that she is aware of the disciplinary notice.
- 33.06 In the event that an Employee is reported to her licensing body by the Employer, the Employee shall be so advised, and unless otherwise requested, a written copy shall be forwarded to the Union forthwith.
- 33.07 An Employee absent for two (2) consecutive work days without notifying the Employer, shall be considered to have vacated her position except where the Employee subsequently provides reason acceptable to the Employer.
- 33.08 Except for the dismissal of a probationary Employee, there shall be no suspension dismissal, or discipline, except for just cause.
- 33.09 Twenty-eight (28) calendar days notice in writing shall be given by the Employee resigning from the Institution unless a shorter period is mutually agreed to between the Employee and the Employer.
- 33.10 Vacation pay on termination shall be paid in accordance with Article 23.04 and Article 29.
- 33.11 The procedures stated in this Article do not prevent immediate suspension or dismissal for just cause.

ARTICLE 34: UNION EMPLOYER RELATIONS

- 34.01
 - a) For the purpose 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 names of the officers.
 - 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 his Designate.
- 34.02 Union membership meetings may be held on Employer premises subject to the approval of the Employer or his Designate.
- 34.03 The Employer shall provide bulletin Boards to be placed in reasonably accessible locations upon which designated space shall be provided where the Union may be permitted to post notices of meetings and other such notices which may be of interest to Employees. It is not the intention of the Union to post anything objectionable to the Employer.

- 34.04 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.
- 34.05 a) An Employee Management Advisory Committee (EMAC) shall be established within three (3) months of the signing of the Collective Agreement. The local/chapter representative of the Union 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.
- 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.
- 34.06 An Employee shall be paid her basic rate of pay for attendance at these committee meetings.

ARTICLE 35: HEALTH AND SAFETY

- 35.01 The Employer shall establish a Health and Safety Committee 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.
- 35.02 The Health and Safety Committee shall consider such matters as occupational health and safety and may make recommendations to the Employer in that regard. The Committee will function in accordance with the regulations published pursuant to the Occupational Health and Safety Act or such other procedural rules as may be mutually agreed.
- 35.03 The Health and Safety Committee shall also consider measures necessary to ensure the security of each Employee on the Employer's premises and may make recommendations to the Employer in that regard. Should the recommendations not be implemented or adequate steps taken towards implementation within two (2) months from the date the recommendation is made the Union Representative may direct that the item be referred to the Chief Executive Officer or designate forthwith. A written reply will be given within thirty (30) days of the presentation by the 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 Employer and the Union. Cost shall be shared equally between the Employer and the Union.

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 ten (10) 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 President of the Union 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.

37.02 **Authorized Representatives**

- (a) An Employee may be assisted and represented by the Union or Chapter/Local Representative when presenting a grievance.
- (b) The Employer agrees that Chapter/Local Representatives 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 Chapter/Local 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

An Employee who has a grievance shall, within five (5) days of the date she becomes aware of, or reasonably should have become aware of, the occurrence which led to the grievance, 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

If

- (i) an individual grievance, within ten (10) days of discussing the grievance with her immediate supervisor in Step 1; or
- (ii) a group grievance, within ten (10) 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 Patient Care Director or designated representative who shall reply in writing within ten (10) days of receiving the grievance. If the grievance is not settled at this stage, it may be advanced to Step 3.

(c) Step 3

Within five (5) days of the reply from the Patient Care Director or designated representative, the Employee shall submit the grievance in writing to the Administrator of the Health Facility or the designated representative. The Administrator or his representative shall hold a hearing within five (5) days of receipt of the grievance. The Employee shall be entitled to have a representative of the Union present during the meeting. The Administrator 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 of receipt of notification provided for in 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 Alberta Mediation Services to appoint an Arbitrator pursuant to the provisions of the Labour Relations 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.

ARTICLE 38: UNIFORMS

38.01 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 39: EXTENDED WORK DAY

39.01 (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 39.01(a) by either party providing the other party with twelve (12) weeks' notice in writing of such intent.

39.02 The Employer and the Guild 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.

39.03 **Hours of Work**

(i) 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”

(ii) 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.”

(iii) 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%) 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%) 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.”

(iv) 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 eighty (180) 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.”

(v) 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.”

(vi) 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.”

(vii) 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) in a day or thirty-eight point seven nine (38.79) in a week averaged over one 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.”

39.04 **Overtime**

- (i) Amend Article 13.01 to read:

“13.01 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 39.03(i) 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. If mutually agreed between the Employee and the Employer, equivalent time off in lieu of pay may be granted. Time off not taken by the last day of March in any given year shall be paid out at the applicable overtime rate. 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.”

- (ii) Amend Article 13.02 to read:

“13.02 Subject to the foregoing an Employee will be compensated for authorized overtime worked when the regularly scheduled shift consists of:

- (a) Seven point seven five (7.75) hours, at one and one-half times (1 1/2x) the basic rate of pay for the first two (2) hours and at two times (2X) the basic rate of pay thereafter, or
- (b) Eight point seven five (8.75) hours, at one and one-half times (1 1/2X) the basic rate of pay for the first two (2) hours and at two times (2X) the basic rate of pay thereafter, or
- (c) Nine point seven five (9.75) hours, or more, at two times (2X) the basic rate of pay.”

- (iii) Amend Article 13.03 to read:

“13.03 Subject to the foregoing an Employee will be compensated for authorized overtime worked **on** a regularly scheduled day off at two times (2X) the basic rate of pay.”

39.05 Named Holidays

Amend Article 22.03 to read:

"22.03 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 1/2 X) her basic rate of pay, excepting where another premium (i.e. overtime) would provide a greater monetary benefit, plus:

- (a) an alternate day 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) by mutual agreement, a day added to her next annual vacation, for which she will be paid seven and three-quarter (7 3/4) hours pay at her basic rate of pay; or
- (c) by mutual agreement, the Employee may receive payment of seven and three-quarter (7 3/4) hours pay for such day at the basic rate of pay; or
- (d) failing mutual agreement of the option to be applied within thirty (30) calendar days following the Named Holiday, the Employee shall have a day off for which she will be paid seven and three-quarter (7 3/4) hours at her basic rate of pay scheduled adjacent to a scheduled day of rest.."

39.06 Vacation Entitlement

(i) 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. 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 nine point six nine (9.69) hours per month;
- (ii) during the third (3rd) to fourteenth (14th) years of employment, an Employee earns a vacation of twelve point nine two (12.92) hours per month;
- (iii) during the fifteenth (15th) to twenty-fourth (24th) years of employment, an Employee earns a vacation of sixteen point one five (16.15) hours per month;
- (iv) during each of the twenty-fifth (25th) and subsequent years of employment an Employee earns a vacation of nineteen point three eight (19.38) hours per month.

- (b) Employee with less than a year of service

An Employee who completes less than one (1) year of employment shall not earn a complete vacation entitlement as outlined in Article 39.06 (I) 23.02 (a), Such Employee shall be entitled to a vacation calculated on the number of months worked in proportion to which the number of months of the Employee's service bears to twelve (12) months.

- (c) **Vacation Earning Portability**

Where a voluntarily terminated Employee commences employment within six (6) months of date of termination of employment 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. At the request of the Employee the Employer shall provide the Employee with a written statement of her vacation entitlement upon termination."

39.07 **Sick Leave**

- (i) Amend Article 25.02 to read:

"25.02 After an Employee has completed her 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) hours for each full month of employment to a maximum credit of nine hundred and thirty (930) hours provided, however, that an Employee shall not be entitled to apply sick leave credits prior to the completion of her probationary period."

- (ii) Amend Article 25.04 to read:

"25.04 An Employee granted sick leave shall be paid for the period of such leave 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."

- (iii) 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**

- (i) 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 decimal 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, fiance, 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. 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 therefor.
- (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.”

39.09 **Shift Differential**

- (i) Amend Article 16.01 to read:

“16.01 A shift differential of one dollar (\$1 .00) 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.”

- (a) Effective December 1, 1998, the above noted rate shall be changed to one dollar and twenty five cents per hour (\$1.25/hour).
- (b) Effective December 1, 1999, this rate shall be changed to one dollar and fifty cents per hour (\$1 50/hour).

39.10 **Weekend Premium**

- (i) Amend Article 16.02 to read:

“16.02 A weekend premium of fifty cents (\$.50) 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."

- (a) Effective June 1, 1999, the above noted rate shall be changed to eighty cents per hour (\$0.80/hour).
- (b) Effective October 1, 1999, this rate shall be changed to one dollar and fifty cents per hour (\$1.10/hour).

39.11 **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:

"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 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 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 39.04:

- (i) for those hours worked in excess of eleven and a 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 39.11.
- (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 39.04."
- (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, pro-rated on the basis of the regularly scheduled 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 prior to the completion of her probationary period."

39.12 **Casual Employees**

A Casual Employee may be called or required for an extended work day shift in accordance with Article 39.03. 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.

LOCAL CONDITIONS

ROYAL ALEXANDRA HOSPITAL

The purpose of these Local Conditions is to amend certain articles of the Collective Agreement between the parties to provide for the following conditions unique to the Royal Alexandra Hospital.

1. AMEND SENIORITY - ARTICLE 9 TO READ:

RE: SENIORITY

- 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) Preference of vacation time;
 - (b) Layoffs and recalls, subject to the qualifications specified in Article 32;
 - (c) Promotions and transfers in filling vacancies within the bargaining unit subject to the qualifications 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.

2. AMEND HOURS OF WORK - ARTICLE 12 TO READ:

RE: 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%) consecutive hours per day;
 - (b) thirty-eight and three-quarter (38%) 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 rest periods of fifteen (15) minutes during each full working shift of seven and three-quarter (7%) hours, or
 - (ii) one rest period of 30 minutes during each full working shift of seven and three-quarter (7%) 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 one and one-half times (1 1/2X) her basic rate of pay rather than at straight time; or
 - (ii) for a meal period for which the Employee is entitled to be paid in accordance with Article 12.03(a), at one and one-half times (1 1/2X) her basic rate of pay rather than at straight time; or

- (iii) for a meal period for which the Employee is not otherwise entitled to be paid, at one and one-half times (1 1/2x) 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 shift of the working day shall be the one wherein the majority of hours worked fall between 2400 and 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 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);
 - (b) evenings and days (rotation);
 - (v i) 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 ninety-three and three quarter (193 3/4) 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 time and one-half (1 1/2x) 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 one and one-half (1 times 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.
- (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 one and one-half (1 1/2x) times 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 scheduled, and is directed by the Employer to leave and return to work at a later shift, 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.

3. AMEND EMPLOYEE BENEFITS PLAN - ARTICLE 24 TO READ:

RE: TEMPORARY EMPLOYEES ELIGIBILITY FOR BENEFITS

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.

4. AMEND SICK LEAVE - ARTICLE 25 TO READ:

RE: SICK LEAVE

1. The Royal Alexandra Hospital 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.

5. AMEND LEAVE OF ABSENCE - ARTICLE 27 TO READ:

RE: BEREAVEMENT LEAVE

- 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.

6. AMEND REGULAR PART-TIME EMPLOYEES - ARTICLE 29 TO READ:

RE: REGULAR PART-TIME Employees

29.01 All provisions of this Collective Agreement 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 (7-3/4) 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 time and one-half (1-1/2x) 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, and for the first two (2) hours beyond seven and three-quarter (7-3/4) hours worked in any given work day.
- (b) The overtime rate of double time (2x) shall be paid for all authorized hours of work performed in excess of nine and three-quarter (9-3/4) hours worked in any day.

29.04 **Vacations and Paid Holidays**

- (a) Regular Part-Time Employees required to work on a paid holiday shall be paid at time and one-half (1-1/2x) the basic rate of pay for all hours worked on the paid holiday.
- (b) Regular Part-Time Employees shall be paid, in addition to their basic rate of pay, four decimal six (4.6) percent 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 annual 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) 6% for entitlement earned during the first (1st) and second (2nd) employment years; or
 - (ii) 8% for entitlement earned during the third (3rd) to fourteenth (14th) employment years; or
 - (iii) 10% for entitlement earned during the fifteenth (15th) to twenty-fourth (24th) employment years; or

- (iv) 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 (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 # 5. Re: Amend Leave of Absence, 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.

7. AMEND TEMPORARY EMPLOYEES - ARTICLE 30 TO READ:

ARTICLE 30 - TEMPORARY EMPLOYEES

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.

3. AMEND CASUAL EMPLOYEES - ARTICLE 31 TO READ:

ARTICLE 31: CASUAL EMPLOYEES

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 appendix.

(b) Casual Employees shall be entitled to increments as provided in the salaries appendix, upon the completion of two thousand, twenty-two decimal seven five (2022.75) regular hours of work and thereafter a further increment upon the completion of each period of one thousand eight hundred and twenty-nine (1829) regular hours actually worked to the maximum increment granted Full-Time Employees.

31.03 Vacations and Paid Holidays

(a) Casual Employees required to work on a paid holiday shall be paid at time and one-half (1-1/2x) the basic rate of pay for all hours worked on the named holiday.

(b) Casual Employees shall be paid in addition to their basic rate of pay, four decimal six (4.6) percent 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 (6) percent of their basic rate of pay in lieu of vacation and shall be entitled to an additional two (2) percent 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 (2) percent 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 shift differential, weekend premium, 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 of work 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 annual 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 scheduled 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.

9. AMEND EXTENDED WORK DAY - ARTICLE 39 TO READ:

ARTICLE 39: EXTENDED WORK DAY

39.01 (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 39.01 (a) above may be terminated by either party providing to the other party twelve (12) weeks notice in writing of such intent.

39.02 Nursing units may be deleted from the list referred to in Clause 39.01 by either Party providing to the other Party twelve (12) weeks notice in writing, of such intent,

39.03 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.

39.04 AMENDMENTS TO ARTICLE 12 - HOURS OF WORK AND SHIFTS

(a) Amend 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.

(b) Amend 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.

(c) Amend 12.02(C) and 12.03 to read:

12.03 (a) 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.

- (b) 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.

(d) Amend 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.

- (iv) not more than four (4) consecutive extended shifts nor more than four (4) extended shifts per week.

(e) Amend 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 one and one-half (1-1/2x) times 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.

39.05 AMENDMENTS TO ARTICLE 13 - OVERTIME

(a) 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.

(b) Amend 13.02, 13.03, and 13.04 to read:

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

39.06 AMENDMENTS TO ARTICLE 23 - ANNUAL VACATION

Amend 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 9.69 hours per month;
- (ii) during each of the third (3rd) to fourteenth (14th) years of employment, an Employee earns vacation entitlement of 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 16.15 hours per month;
- (iv) during the twenty-fifth (25th) and subsequent years of employment, an Employee earns vacation entitlement of 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.

39.07 AMENDMENTS TO ARTICLE 27 - LEAVE OF ABSENCE

(a) Amend 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 (15.5 1) 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.

39.08 Amend 16.01 Shift Differential to read:

- 16.01 An Employee shall be paid a shift differential of one dollar (\$1.00) per hour for all hours worked between fifteen hundred (1500) and zero seven hundred (0700) hours.
- (a) Effective December 1, 1998 the above noted rate shall be changed to one dollar and twenty five cents (\$1.25) per hour;
- (b) Effective December 1, 1999 this rate shall be changed to one dollar and fifty cents (\$1.50) per hour

39.09 Amend 22.01 Named Holidays, by the addition of the following:

- 22.01 (c) A Regular Full-Time Employee working a compressed work week shall be eligible to receive the paid holidays set forth above and shall be paid for each holiday received at her basic rate of pay for seven and three-quarter (7-3/4) hours.

Amend 22.03 to read:

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

- (a) an alternate day off at a mutually agreed time; or
- (b) by mutual agreement, a day added to her next annual 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.

39.10 AMENDMENTS TO ARTICLE 25 - SICK LEAVE

- (a) Amend 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, provided however, that an Employee shall not be allowed to apply sick leave credits prior to the completion of her probationary period.

- (b) Amend 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.

- (c) Amend 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.

39.11 AMENDMENTS TO LOCAL CONDITION RAH ARTICLE 29 - REGULAR PART-TIME EMPLOYEES

- (a) Amend 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 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 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 39.10 of this Local Condition.

(d) Amend 29.07 to read:

29.07 A Regular Part-Time Employee shall be eligible to receive bereavement leave in accordance with Clause 39.07 of this Local Condition.

39.12 AMENDMENTS TO LOCAL CONDITION RAH ARTICLE 31, CASUAL EMPLOYEES

(a) Amend 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 39 - Local Condition RAH.

LOCAL CONDITION

**CAPITAL HEALTH AUTHORITY
UAN, RAH AND GRH SITES**

**RE: PROGRAM TRANSFERS, INTERMINGLING, LAYOFFS AND RECALL,
APPLICATIONS FOR VACANCIES, PORTABILITY OF SENIORITY,
SEVERANCE AND EXPEDITED DISPUTE RESOLUTION**

1.0 Preamble

- 1.1 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).
- 1.2 These terms apply notwithstanding any other terms of collective agreements currently in effect between the parties, and form part of those collective agreements.

2.0 Transfers

..

- 2.1 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.
- 2.2 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 FTE's available, and the total FTE's being reduced. The severance offering shall be in accordance with clause 3 below.
- 2.3 When a program is transferred from one 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.
- 2.4 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.

- 2.5 Employees who transfer with a program pursuant to clause 2.4 above are transferring to positions which would not have been available to Employees on recall.
- 2.6 When a transfer of a program occurs, CHA shall advise affected Employees and unions at least 21 days in advance of the transfer. Within 5 days of receipt of notice, Employees shall advise CHA whether or not they wish to transfer, subject to clause 2.4 above.
- 2.7 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.
- 2.8 Subject to the application of article 2.4, 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.
- 2.9 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 6 FTE's in a directly affected program, and the RAH will reduce by 4 FTE's, then as a guideline, 60% of the positions at the receiving site would be offered to eligible UAH Employees and 40% would be offered to eligible RAH Employees.
- 2.10 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.

3.0 Severance

- 3.1 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 t[†] program transfer between sites.

3.2 An approved severance shall be calculated as follows:

- the equivalent of two weeks regular salary for each full year of continuous service to a maximum payment of 40 weeks;
- regular salary = (regularly scheduled hours of work as at date of application for the program) x (basic rate of pay);
- for the purposes of the program, continuous service will be calculated from the last date of hire recognized with CHA.

3.3 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 clause 2.4 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.

3.4 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.

3.5 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.

4.0 Layoffs and Recalls

4.1 Employees shall be laid off in accordance with the collective agreement at the site.

4.2 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.

- 4.3 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.
- 4.4 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.

5.0 Applications for Vacancies

- 5.1 When CHA decides to fill a vacancy, notices of vacancy shall be posted at all RI-IS sites in accordance with provisions of the collective agreement applicable at the site where the vacancy is located.
- 5.2 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.
- 5.3 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.
- 5.4 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.

6.0 Intermingling

- 6.1 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.

- 6.2 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.
- 6.3 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
- 6.4 Failing agreement in clause 6.3 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 6.3.
- 6.5 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 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 6.2. 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.
- 6.6 Employees assigned to work at another site in accordance with clauses 6.1, 6.2, and 6.3 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.
- 6.7 Employees assigned to another site in accordance with clauses 6.1, 6.2 and 6.3 above shall continue to be governed by the terms of the collective agreement at their home site.
- 6.8 Employees assigned to another site will be provided appropriate orientation at the site as may be required.

7.0 Portability of Seniority

- 7.1 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.

8.0 Expedited Dispute Resolution

- 8.1 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.
- 8.2 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.
- 8.3 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.
- 8.4 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 calendar days.
- 8.5 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.
- 8.6 Costs of the arbitrator shall be shared equally between the parties.

LOCAL CONDITION

GLENROSE REHABILITATION HOSPITAL

The purpose of these Local Conditions is to amend certain articles of the Collective Agreement between the parties to provide for the following conditions unique to the Glenrose Rehabilitation Hospital.

1. Amend Sick Leave Article to read:

ARTICLE 25: SICK LEAVE

“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

Until a new Employee has completed three (3) months full-time continuous service, any time off because of an illness will be without pay. After the completion of three (3) months full-time continuous service, sick leave entitlement is as follows:

- (a) During the first benefit year an Employee shall accumulate sick **leave** entitlement at the rate of one and one-quarter (1%) 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:

During the	Entitlement at full pay
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 Benefit Year	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 (2 100) 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, 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 therefor. This entitlement shall not apply during the Employee's probationary period.

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 negotiating sessions with the Employer.

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 Guild 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 Bereavement Leave Article 27.07 to read:

"27.07 Bereavement Leave

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:

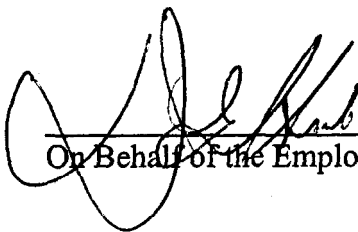
- (a) In the case of a husband, wife, parent, parent-in-law, son, daughter, son-in-law, daughter-in-law, brother, sister, brother-in-law, sister-in-law, or common law spouse, up to three (3) working days (parent, son and daughter are interpreted to include step-parents and step-children).
- (b) In the 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.”

3. Amend Sick Leave Article 29.2 1 to read:

“29.21 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.”


IN WITNESS WHEREOF THE PARTIES HAVE EXECUTED THIS COLLECTIVE AGREEMENT BY AFFIXING HERETO THE SIGNATURE OF THEIR PROPER OFFICERS IN THAT BEHALF



On Behalf of the Employer


On Behalf of the Canadian Health Care Guild

Date: June 5/98

Date: June 16/98


On Behalf of the Employer


On Behalf of The Alberta Union of Provincial Employees

Date: 12 June 98

Date: 27/JUNE/98

LETTER OF UNDERSTANDING

between

CAPITAL HEALTH AUTHORITY

(Employer)

and

THE ALBERTA UNION OF PROVINCIAL EMPLOYEES

(Local 106)

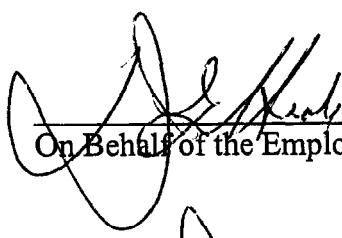
RE: HOUR REDUCTION FROM FULL-TIME TO PART-TIME

Whereas the Parties agree that it may be of mutual benefit to the Employees and Employer to allow Regular Full-Time Employees who request to do so, to reduce their hours to regular part-time.

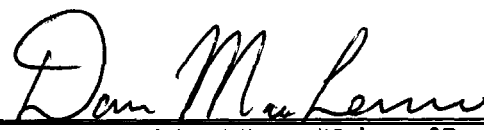
It is therefore agreed between the Parties that the Collective Agreement be amended by adding the following:

1. A Regular Full-Time Employee may request in writing to become a Regular Part-Time Employee, and such request may be granted at the discretion of the Employer.
2. A request to become a Regular Part-Time Employee shall indicate the requested number of shifts per shift cycle and desired shift pattern.
3. No hours of work from the previous full-time position(s) shall be eliminated due to the process. All remaining hours shall become a vacant position(s) and shall be filled in accordance with the provisions of the Collective Agreement.
4. Under no circumstances shall positions of less than a point four two Full-Time Equivalent (.42 FTE) be created unless requested or agreed to by the affected Employee(s) and the Union.
5. Where more than one Employee on a unit make a request under the terms of this Letter of Understanding, the Employer shall consider maximizing the number of full-time positions that will become available.
6. Where the number of Employees making such requests exceeds the number of requests that may be granted, the requests shall be granted in order of seniority of those Employees whose requests can be accommodated. If the Employee's request cannot be granted, the Manager shall indicate to that Employee whether an alternate choice of hours of shift pattern can be accommodated whereupon that Employee shall have the ability to amend her request.

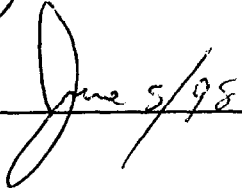
- 7. Where a request to become a Regular Part-Time Employee is approved, the Employer shall be so notified in writing and a copy of the notification shall be provided to the Union.
- 8. It is agreed that the Employer has the sole discretion to approve or deny requests by Employees to become Regular Part-Time Employees, and such decisions shall not be subject to the grievance procedure.
- 9. The parties agree that this Letter of Understanding may be terminated by either party providing 12 weeks notice in writing of such intent.

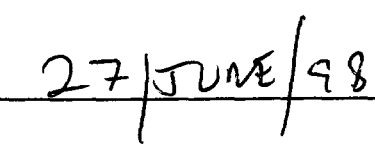


On Behalf of the Employer



On Behalf of the Alberta Union of Provincial Employees

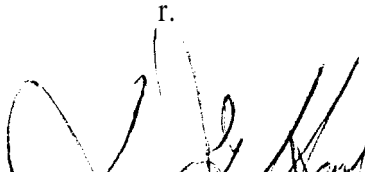
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LETTER OF UNDERSTANDING
BETWEEN
CAPITAL HEALTH AUTHORITY
and
CARITAS HEALTH GROUP
AND THE
ALBERTA UNION OF PROVINCIAL EMPLOYEES
AND
THE CANADIAN HEALTH CARE GUILD

R.E: ARTICLE 4 - Union Membership and Dues Deduction

1. The Employer will implement an Electronic Funds Transfer method of remitting. Union dues to the Union within 60 days following the date of ratification of the Collective Agreement.
2. The list referred to in Article 4.02 containing the gross payroll amount for the bargaining unit will be implemented within sixty (60) days following the date of ratification of the Collective Agreement.

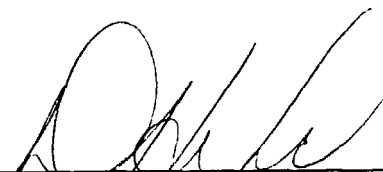
^{r.}


On Behalf of the Employer

Date: June 25/98

R. B. Smith
On Behalf of the Employer

Date: June 25/98



On Behalf of the Canadian Health Care Guild

Date: June 25/98

Dan MacLennan
On Behalf of the Alberta Union of Provincial Employees

Date: 27/5/98

LETTER OF UNDERSTANDING
BETWEEN
CAPITAL HEALTH AUTHORITY
and
CARITAS HEALTH GROUP
AND THE
ALBERTA UNION OF PROVINCIAL EMPLOYEES
AND
THE CANADIAN HEALTH CARE GUILD

Re: Joint Task Force to Review Health Benefits

(One Task Force with Caritas and one with Capital Health)

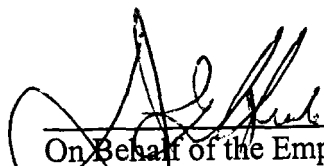
The parties agree to the following:

1. In order to address changing the needs of Employers and Employees, the Parties will undertake a review of the Employee health benefits described in Article 24 in the Collective Agreement.
2. A Joint Task Force shall be established by September 1, 1998, with equal numbers of Representatives from the Parties.

The Joint Task Force will have the authority to:

- develop principles, goals and objectives for the Joint Task Force and establish terms of reference
- review, investigate and encourage discussions which result in an improved understanding of all parties regarding Health Benefits
- 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 October 1, 1999.


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.


On Behalf of the Employer


Date: June 5/98


On Behalf of the Employer

Date: 12 June 98


On Behalf of the Canadian Health Care Guild

Date: June 16/98


On Behalf of the Alberta Union of Provincial Employees

Date: 27/JUNE/98

LETTER OF UNDERSTANDING

BETWEEN

CAPITAL HEALTH AUTHORITY

-and-

CARITAS HEALTH GROUP

-and-

THE ALBERTA UNION OF PROVINCIAL EMPLOYEES

-and-

THE CANADIAN HEALTH CARE GUILD

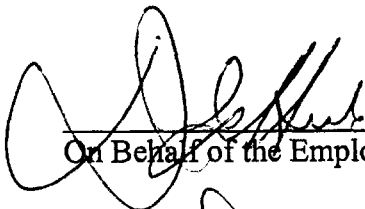
RE: "SCRUBS"

Within thirty (30) days of ratification of the Collective Agreement, the Union may write to the Chief Operating Officer, Regional Support Services, to provide input concerning the provision of "scrubs" to Employees.

It is understood that areas being recommended to the Chief Operating Officer, Regional Support Services are:


- Operating Room
- Cardiac Catheterization Lab
- OR Procedures - Day Surgery
- Case Room (Labour & Delivery)
- Central Supply

It is also understood that protective garments are being considered for the Emergency Plaster Room.



On Behalf of the Employer

Date: June 5/98




On Behalf of the Employer

Date: 12 June 98



On Behalf of the Canadian Health Care Guild

Date: June 16/98



On Behalf of the Alberta Union of Provincial Employees

Date: 27/JUNE/98

LETTER OF UNDERSTANDING

BETWEEN

CAPITAL HEALTH AUTHORITY

-and-

CARITAS HEALTH GROUP

-and-

THE ALBERTA UNION OF PROVINCIAL EMPLOYEES

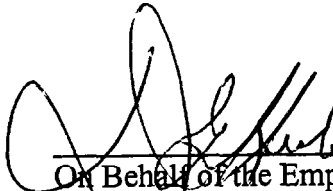
-and-

THE CANADIAN HEALTH CARE GUILD

RE: EMPLOYMENT INSURANCE REBATE


The parties agree to the following:

1. The Employer shall register its Wage Loss Replacement Plan with the Employment Insurance Commission (EIC) for premium reduction purposes.
2. The parties will agree to meet within sixty (60) days of the date of ratification to discuss the EI reduction and its allocation.




On Behalf of the Employer

Date: June 5/98



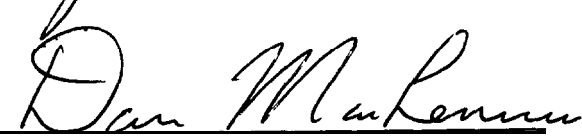
On Behalf of the Employer

Date: 12 June 98



On Behalf of the Canadian Health Care Guild

Date: June 16/98



On Behalf of the Alberta Union of Provincial Employees

Date: 27/JUNE/98

**LETTER OF UNDERSTANDING
BETWEEN
CAPITAL HEALTH AUTHORITY**

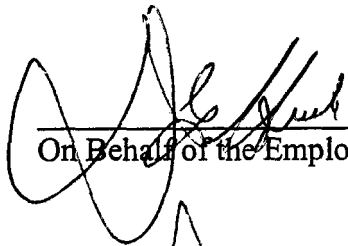
-and-

**THE ALBERTA UNION OF PROVINCIAL EMPLOYEES
(Local 106)**


RE: CLASSIFICATION REVIEW

The parties agree to the following:

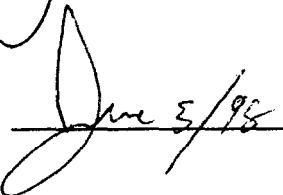
1. Within one hundred twenty (120) days of the date of the ratification of this Collective Agreement, a classification review of the Royal Alexandra Hospital Licensed Practical Nurses working in the Emergency Department will be commenced, completed, and implemented..

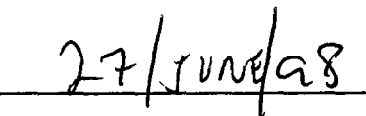


On Behalf of the Employer



On Behalf of the Alberta Union of Provincial
Employees

Date: 

Date: 

LETTER OF UNDERSTANDING

BETWEEN

**CAPITAL HEALTH AUTHORITY
and
CARITAS HEALTH GROUP**

AND THE

ALBERTA UNION OF PROVINCIAL EMPLOYEES

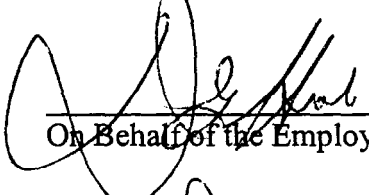
AND

THE CANADIAN HEALTH CARE GUILD

RE: PROGRAM TRANSFER AND SEVERANCE OFFERING

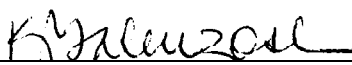
The parties agree to the provision of program transfer and severance offerings to Employees at Sturgeon, Grey Nuns, Edmonton General Continuing Care Centre and Misericordia Community Hospital and Health Centre, consistent with Section 2.0 Transfers, and Section 3.0 Severance, of the Local Condition CHA (UAH, RAH and GRH sites) Program Transfers, Intermingling, Layoff and Recall, Applicants for vacancies, Portability of Seniority, Severance and Expedited Dispute Resolution.

Accordingly, where services or programs are moved between different bargaining units of an Employer(s), transfer and severance would be administered with reference to the Local Condition with the attached documents appended to this Collective Agreement.



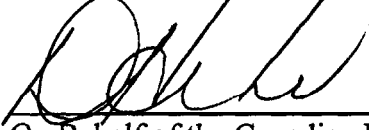
On Behalf of the Employer

Date: June 5/98




On Behalf of the Employer

Date: 12 June 98



On Behalf of the Canadian Health Care Guild

Date: June 16/98



On Behalf of the Alberta Union of Provincial Employees

Date: 27/JUNE/98

LETTER OF UNDERSTANDING

BETWEEN

CAPITAL HEALTH AUTHORITY

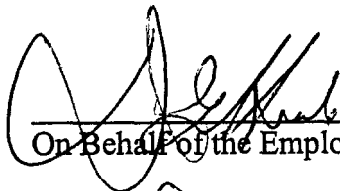
-and-

THE ALBERTA UNION OF PROVINCIAL EMPLOYEES

RE: DENTAL PLAN

The parties agree to the following:

1. The Royal Alexandra Hospital Employees will transfer to the Dental Plan outlined in 24.01 (c) (v) of this Collective Agreement effective six months following the date of ratification.
2. Pre-authorized treatment underway prior to the date noted in #1 above will continue until the treatment is completed.



On Behalf of the Employer

Date: June 5/98



On Behalf of the Employer

Date: 12 June 98



On Behalf of the Canadian Health Care Guild

Date: June 16/98



On Behalf of the Alberta Union of Provincial Employees

Date: 27/JUNE/98

SALARY SCHEDULE

INCREMENT	1	2	3	4	5	6
Pay Grade 1						
Nursing Attendant						
Physiotherapy Attendant						
Occupational Therapy Attendant						
Ward Aid (Glenrose Rehabilitation Hospital)						
April 1, 1997	10.34	10.70	11.04	11.36	11.78	
April 1, 1998	10.34	10.78	11.12	11.46	11.83	12.03
April 1, 1999	10.34	10.88	11.23	11.58	11.94	12.22
Pay Grade 2						
Licensed Practical Nurse						
Physiotherapy Assistant						
*Orthopedic Technician (Non-Certified)						
April 1, 1997	12.00	12.43	12.90	13.35	13.80	14.25
April 1, 1998	12.21	12.70	13.19	13.68	14.18	14.68
April 1, 1999	12.45	12.98	13.51	14.04	14.57	15.07
Pay Grade 3						
Dialysis Assistants						
April 1, 1997	12.20	12.62	13.04	13.45	13.87	14.32
April 1, 1998	12.44	12.88	13.34	13.78	14.25	14.75
April 1, 1999	12.69	13.19	13.63	14.14	14.64	15.14
Pay Grade 4						
Operating Room Technician						
*Orthopedic Technician (Certified)						
April 1, 1997	12.57	13.02	13.54	13.98	14.45	14.93
April 1, 1998	12.79	13.31	13.83	14.35	14.86	15.38
April 1, 1999	13.05	13.60	14.15	14.70	15.31	15.82

*Certified and non-certified referred to above regarding the Orthopedic Technician classifications refer to Employer determined criteria for these classifications, and may include both formal and in-house training dependent upon the Employer's determination of requirements.

SUPPLEMENTARY SALARIES SCHEDULE

Increment

Group 1

Operating Room Technician- Specialist
(Misericordia Community Health Centre)

Orthopedic Assistant
(Glenrose Rehabilitation Hospital)

	1	2	3	4	5	6
April 1, 1997	13.38	13.89	14.41	14.93	15.41	15.92
April 1, 1998	13.65	14.14	14.63	15.12	15.62	16.12
April 1, 1999	13.92	14.45	14.98	15.51	16.04	16.54

Group 2

Patient Transport Driver
(Glenrose Rehabilitation Hospital)

	1	2	3	4	5	6
April 1, 1997	12.22	12.70	13.18	13.65	14.10	14.56
April 1, 1998	12.46	12.95	13.44	13.93	14.43	14.93
April 1, 1999	12.70	13.23	13.76	14.29	14.82	15.32

LETTER OF IMPLEMENTATION

between

CAPITAL HEALTH/CARITAS

and

THE ALBERTA UNION OF PROVINCIAL EMPLOYEES

and

THE CANADIAN HEALTH CARE GUILD

RE: IMPLEMENTATION OF SALARIES

The following compensation recommendation is offered as a viable approach to meet what I understand to be the key interests and concerns of the Parties. In particular, this recommendation recognizes:

- prevailing industry wage rates negotiated for Employees performing comparable work;
- the justification for Employee compensation increases.

The new salary schedules outlined in attachment A and B will be adopted.

The implementation of these Salary Schedules for Employees employed prior to date of ratification of this collective agreement shall be in accordance with the following.

1. *Retroactive Placement On The New 1997 Salary Scale: All Pay Grids*

In order to enable an increase in compensation for all Employees in the bargaining unit (except for Dialysis Assistant - Pay Grade 3, who are addressed i 4 below), a one-time increment advancement on the appropriate salary scale will occur for all Employees who have not achieved the top step of the salary schedule as at March 31, 1997.

This compensation adjustment shall be calculated in accordance with the following:

Using the step in the salary scale that an Employee was receiving as at March 31, 1997, the Employee's rate shall, effective 1, 1997, be advanced one step on the scale.

e.g. Pay Grid 2

Employee A is at Sept 3 - \$12.90 per hour on March 31,1997

Effective April 1, 1997, the Employee shall be advanced to Step 4 on the new scale outlined above - \$13.35

2. *Special Increment Advancement On The 1998 Salary Scale: Pay Grid 1 Only*

In addition to the 1997 retroactive advancement outlined in #1, effective April 1, 1998, Employees assigned to classifications in Pay Grid 1 who have not achieved the top step in the salary scale as at March 31, 1998 will be eligible to advance a further increment in the salary scale.

This compensation adjustment shall be calculated in accordance with the following:

Using the step in the salary scale that an Employee was receiving as at March 31, 1998, the Employee's rate shall, effective April 1, 1998, be advanced one step on the scale.

e.g. Employee B is at Step 3 - \$11.04 per hour on March 31, 1998

Effective April 1, 1998, the Employee shall be advanced to Step 4 on the 1998 salary scale outlined in the salary appendix - \$11.46.

3. *No Impact On Employee Accrual Toward The Next Increment Adjustment*

The calculation of an Employee's entitlement to her next increment in accordance with the provisions of the Collective Agreement shall not be affected by the increment adjustment implemented under 1 or 2 above. Therefore, entitlement to her next increment shall be calculated as if the April 1, 1997 advancement in 1 (or April 1, 1998 advancement in 2) did not occur.

e.g. Pay Grid 2

If Employee A at Step 3 on March 31, 1997 would have been eligible for advancement to the next increment on June 1, 1997, such Employee shall be advanced an increment on the new scale effective June 1, 1997. i.e.:

March 31, 1997	Step 3 - \$12.90
April 1, 1997	Step 4 - \$13.35
June 1, 1997	Step 5 - \$13.80

e.g. Pay Grid 1

If Employee B at Step 2 on March 31, 1997 would have been eligible for advancement to the next increment on August 1 of each year, such Employee shall be advanced increments on the 1997 and 1998 scales as follows:

March 31, 1997	Step 1 - \$10.34
April 1, 1997	Step 2 - \$10.70
August 1, 1997	Step 3 - \$11.04
April 1, 1998	Step 4 - \$11.46
August 1, 1998	Step 5 - \$11.83

4. *Employees In Pay Grade Three - Dialysis Assistants*

These Employees are presently assigned to a two-step scale, and shall effective **January 8, 1997** be assigned increment levels in the salary appendix in Schedule A in accordance with the following:

- a. Employees at the "Start Rate" will move to Step 2.
- b. Employees at the "Job Rate" will move to Step 5.

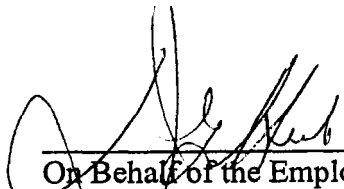
5. *Employees At The Top Rate Of The Scale as of 1997 and 1998*

Employees who are at the top rate of the scale effective March 31, 1997, shall move to the top rate of the 1997 scale effective April 1, 1997.

Those Employees at the top step in Pay Grade 1, as of March 31, 1997 shall receive a lump sum payment equivalent to 3% for all hours paid between April 1, 1997 to March 31, 1998.

Employees who are at the top rate of the scale effective March 31, 1998, shall move to the top rate of the 1998 scale, effective April 1, 1998.

6. Unless otherwise provided in this section, the application of the Salary Schedule shall be in accordance with the normal provisions of the collective agreement.



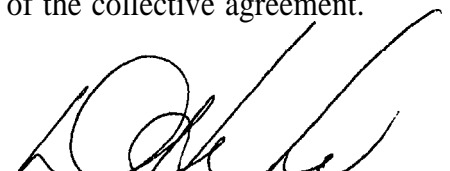
On Behalf of the Employer

Date: June 5/98



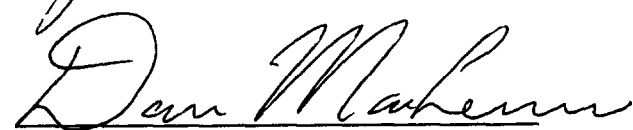
On Behalf of the Employer

Date: 12 June 98.



On Behalf of the Canadian Health Care Guild

Date: June 16/98



On Behalf of the Alberta Union of Provincial Employees

Date: 27/JUNE/98

