

ARTICLES OF A COLLECTIVE AGREEMENT

BINDING

THE PROVINCIAL HEALTH AUTHORITIES OF ALBERTA

AND

**THE HEALTH SCIENCES ASSOCIATION OF ALBERTA
(PARAMEDICAL PROFESSIONAL)**

FOR THE PERIOD

MAY 21, 1997 TO MARCH 31, 2000

HSAP2000

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THIS COLLECTIVE AGREEMENT made this _____ day of _____ A.D. 199_.

BETWEEN

(hereinafter referred to as the "Employer")

OF THE FIRST PART

- and -

THE HEALTH SCIENCES ASSOCIATION OF ALBERTA
PARAMEDICAL PROFESSIONAL UNIT
(hereinafter called the "Association")

OF THE SECOND PART

PREAMBLE

WHEREAS the parties acknowledge that their primary purpose is to provide efficient hospital and patient care services and believe this purpose can be achieved most readily when harmonious relationships exist between the Employer and its employees,

NOW THEREFORE THIS COLLECTIVE AGREEMENT WITNESSES that the parties hereto in consideration of the covenants herein contained agree with each other as follows:

ARTICLE 1: TERM OF COLLECTIVE AGREEMENT

1.01 Except where specifically provided otherwise, the terms of this Collective Agreement shall be effective from the date upon which the Health Sciences Association of Alberta and the Provincial Health Authorities of Alberta exchange notice of ratification by their principals of this Collective Agreement, up to and including the thirty first (31st) day of March, 2000, and from year to year thereafter unless notice, in writing, is given by either party to the other not less than sixty (60) calendar days nor more than one hundred twenty (120) calendar days prior to the expiration date of its desire to change or amend this Collective Agreement.

1.02 Where notice is served by either party to commence collective bargaining, this Collective Agreement shall continue in full force and effect until a new Collective Agreement has been executed.

ARTICLE 2: DEFINITIONS

In this Collective Agreement:

2.01 "Code" means The Labour Relations Code as amended from time to time.

2.02 "Arbitration" shall take meaning from the section of the Code dealing with the resolution of a difference.

2.03 "Association" means the Health Sciences Association of Alberta.

2.04 "Basic Rate of Pay" is the step in the scale applicable to the employee as set out in the Salaries Appendix inclusive of premium payable in Article 18.01 (Temporary Assignments), but exclusive of all other allowances and premium payments.

2.05 "Administrator" means the senior person responsible to the Authority/Board for the administration of the Health Care Facility.

2.06 "Employee" means any person employed in the bargaining unit referred to in Article 4.01, or who performs functions of a paramedical professional nature. It shall further include any person employed in any new classification added to the bargaining unit in the future pursuant to Article 40.

2.07 All employees will be designated as follows:

(a) "Regular Employee" is one who works on a full-time or part-time basis on regularly scheduled shifts of a continuing nature:

(i) "full-time employee" is a regular employee who works the full specified hours in the Hours of Work Article of this Collective Agreement;

(ii) "part-time employee" is one who works scheduled shifts, whose hours of work are less than those specified in the Hours of Work Article of this Collective Agreement.

(b) "Casual Employee" is a person who:

(i) works on a call-in basis and is not regularly scheduled; or

(ii) is regularly scheduled for a period of three (3) months or less for a specific job; or

(iii) relieves for an absence the duration of which is three (3) months or less.

(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 and less than six (6) months; or
- (ii) to replace a full-time or part-time employee who is on an 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 a leave due to illness or injury where the employee on leave has indicated to the Employer that the duration of such leave will be in excess of three (3) months.

2.08 "Employer" shall also mean and include such Officers as may, from time to time, be appointed or designated by the Employer to carry out its administrative duties.

2.09 "Health Care Facility" means the Institution administered by the Employer in this Collective Agreement.

2.10 "Shift" means a daily tour of duty exclusive of overtime hours.

2.11 "Month" is the period of time between the date in one month and the preceding date in the following month.

2.12 Throughout this Collective Agreement, a word used in the feminine gender applies also in the masculine gender and vice versa, and a word used in the singular applies also in the plural and vice versa.

2.13 "Authority" means the governing body of the applicable Health Authority.

2.14 "Board" means the Board of Directors of the applicable voluntary organization.

ARTICLE 3: MANAGEMENT RIGHTS

3.01 The Employer reserves all rights not specifically restricted or abrogated by the provisions of this Collective Agreement.

3.02 Without limiting the generality of the foregoing, the Association 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 and efficiency;
- (b) 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;

(c) 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;

(d) hire, promote, transfer, layoff and recall;

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

ARTICLE 4: RECOGNITION AND ASSOCIATION BUSINESS

4.01 The Employer recognizes the Association as the exclusive bargaining agent for all employees employed in the unit as defined by the certificate issued by the Labour Relations Board as "All employees when employed in a paramedical professional capacity" and any amendments thereto.

4.02 No employee shall be required or permitted to make any written or verbal agreement which may be in conflict with the terms of this Collective Agreement.

4.03 Except as otherwise specified elsewhere in this Collective Agreement, all correspondence between the parties arising out of this Collective Agreement or incidental thereto shall pass to and from the Administrator or designate of the Employer and the Association with a copy to the Chair of the local unit.

4.04 An employee shall not engage in Association business during her working hours without prior permission of the Employer.

4.05 Any duly accredited Officer employed by the Association may be permitted on the Employer's premises for the purpose of transacting Association business provided prior permission to do so has been granted by the Employer.

4.06 A representative of the Association shall have the right to make a presentation of up to thirty (30) minutes during the probationary period or at the orientation of new employees with respect to the structure of the Association, as well as the rights, responsibilities and benefits under the Collective Agreement, provided, however, that attendance at the presentation shall not be compulsory and, further, that a representative of the Employer may be present at such presentation. The Employer shall notify the Chair one (1) week in advance of the orientation where practicable.

4.07 The name of an Association representative shall be supplied in writing to the Employer before she is recognized as an Association representative. A representative of the Association shall be entitled to leave work to carry out her functions as provided in this Collective Agreement, provided permission to leave work during working hours, and agreement on the length of time of such leave, shall first be obtained from the supervisor. Such permission shall not be

unreasonably withheld. Representatives shall suffer no loss of pay for time spent on the Employer's premises in performing such duties.

ARTICLE 5: DUES DEDUCTION AND ASSOCIATION MEMBERSHIP

5.01 Membership in the Association is voluntary.

5.02 (a) Notwithstanding the provisions of Article 5.01, the Employer will deduct from the gross earnings of each employee covered by this Collective Agreement an amount equal to the dues as specified by the Association, provided the deduction formula is compatible with the accounting system of the Employer. Such deductions shall be forwarded to the Association, or its authorized representative, not later than the fifteenth (15th) day of the month following and shall be accompanied by a list showing the name, classification and category (regular, temporary, casual (including employees on recall)) of the employees from whom deductions have been taken and the amount of the deductions. Such list shall indicate newly hired and terminated employees, and, where the existing computer system is capable, status of employees, the increment level and employees reclassified, promoted or transferred outside the scope of this Collective Agreement.

(b) For the purposes of this article, "gross earnings" shall mean all monies paid by the Employer and earned by an employee under the terms of this Collective Agreement.

5.03 Dues will be deducted from an employee during sick leave with pay and during a leave of absence with pay.

5.04 The Association shall give not less than thirty (30) days notice of any change in the rate at which dues are to be deducted.

5.05 The Employer will record the amount of Association dues deducted on the T4 forms issued to an employee for income tax purposes.

ARTICLE 6: NO DISCRIMINATION

6.01 There shall be no discrimination, restriction or coercion exercised or practised by either party in respect of an employee by reason of race, colour, creed, national origin, political or religious affiliation, sex, sexual preference, marital status, age, physical disability, mental disability, nor by reason of membership or non- membership or lawful activity in the Association, nor in respect of an employee or Employer exercising any right conferred under this Collective Agreement or any law of Canada or Alberta.

ARTICLE 7: NO STRIKE OR LOCKOUT

7.01 There shall be no strike, lockout or slowdown during the life of this

Collective Agreement.

7.02 If an employee engages in a strike, slowdown, stoppage of work, picketing of the Employer's premises or refusal to perform work, during the life of this Collective Agreement, the Association shall instruct her to return to work immediately and perform her duties faithfully and resort to the grievance procedure established herein for the settlement of any difference or grievance. If the employee does not return immediately, she shall be deemed to have terminated her employment.

ARTICLE 8: BULLETIN BOARDS

8.01 The Employer shall provide a bulletin board to be placed in a reasonably accessible location for the exclusive use of the Association. In addition, and where requested by the Association, space may be provided on other existing bulletin boards.

The Association may post, on such bulletin boards, notices of meetings and other notices which may be of interest to employees.

The Employer reserves the right to require that posted material objectionable to the Employer be removed from bulletin boards.

ARTICLE 9: PROBATIONARY PERIOD

9.01 A newly-hired regular or temporary employee shall serve a probationary period of one thousand and seven and one-half (1007 1/2) hours worked exclusive of overtime hours immediately following the date on which the current period of continuous employment commenced. If, in the opinion of the Employer, the employee is found to be unsatisfactory, she may be terminated without notice and without recourse to the grievance procedure. Hours worked as a casual employee in the same classification shall be considered as contributing to the completion of a probationary period up to a maximum of two hundred and fifty-two (252) hours provided that not more than three (3) months have elapsed since she worked for the Employer.

9.02 The Employer shall provide a written evaluation to each probationary employee prior to the completion of her probationary period.

9.03 An employee who has completed her probationary period and has remained in a position covered by the same certificate shall not subsequently be placed on probation.

ARTICLE 10: HOURS OF WORK

10.01 Regular hours of work for a full-time employee, exclusive of meal periods, shall be:

- (a) seven and three-quarter (7 3/4) work hours per day, and

(b) an average of seventy-seven and one-half (77 1/2) work hours in a fourteen (14) day period.

10.02 Meal Periods and Rest Periods

(a) Regular hours of work shall include, as scheduled by the Employer, two (2) rest periods of fifteen (15) minutes during each shift of seven and three-quarter (7 3/4) hours and exclude an unpaid meal period of not less than thirty (30) minutes.

(b) Availability During Meal Periods

Unless otherwise agreed to between the Employer and the employee, when an employee is required by the Employer to remain readily available for duty during her meal period, she shall be paid for the meal period at her basic rate of pay unless she is permitted to take compensating time off for the full meal period at a later time in the shift. Such paid meal period shall not be included in the calculation of regular hours of work.

(c) Working During Meal and Rest Periods

If an employee is required to work or is recalled to duty during her meal period or rest period, compensating time off for the full meal period or rest period shall be provided later in the shift, or she shall receive pay for the full meal period or rest period in accordance with the following:

(i) for a rest period, she shall be paid at the applicable overtime rate instead of her basic rate of pay.

(ii) for a meal period that she is not required to be readily available pursuant to Article 10.02(b), she shall be paid at the applicable overtime rate;

(iii) for a meal period that she is required to be readily available pursuant to Article 10.02(b), she shall be paid the applicable overtime rate instead of her basic rate of pay.

10.03 Subject to Article 10.02 hours of work shall be consecutive.

10.04 Modified hours of work may be implemented where mutually agreed between the Employer and the Association.

10.05 On the date 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 therefor 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.

ARTICLE 11: WORK SCHEDULES AND SHIFTS

11.01 An employee shall be aware that she may be required to work various shifts throughout the twenty-four (24) hour 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) and zero eight hundred (0800) hours.

11.02 Shift Scheduling Standards and Premiums for Non-Compliance

(a) Except in cases of emergency or by mutual agreement between the Employer and the employee, shift schedules shall provide for:

(i) at least two (2) of the scheduled days off to be consecutive in each two (2) week period;

(ii) where possible one (1) weekend off in each two (2) week period but, in any event, two (2) weekends off in each five (5) week period;

(iii) at least fifteen and one-half (15 1/2) hours off duty between the end of one shift and the commencement of the next shift;

(iv) not more than seven (7) consecutive scheduled days of work.

(b) Where the Employer is unable to provide the provisions of Article 11.02(a)(i), (ii), or (iii), and an emergency has not occurred, nor has it been mutually agreed otherwise, the following conditions shall apply:

(i) failure to provide days off in accordance with Article 11.02(a)(i) shall result in the payment to each affected employee of one and one-half times (1 1/2X) her basic rate of pay for one (1) regular shift worked during the two (2) week period;

(ii) failure to provide both of the required two (2) weekends off duty in accordance with Article 11.02(a)(ii) shall result in payment to each affected employee of one and one-half times (1 1/2X) her basic rate of pay for each of four (4) regular shifts worked during the five (5) week period;

failure to provide one (1) of the required two (2) weekends off duty in accordance with Article 11.02(a)(ii) shall result in payment to each affected employee of one and one-half times (1 1/2X) her basic rate of pay for each of two (2) regular shifts worked during the five (5) week period;

(iii) failure to provide fifteen and one-half (15 1/2) hours off duty in accordance with Article 11.02(a)(iii) shall result in payment of one and one-half times (1 1/2X) the basic rate of pay for all hours worked on that next shift.

(c) For the purpose of this provision, "weekend" shall mean a consecutive Saturday and Sunday assuring a minimum of fifty-six (56) hours off duty.

(d) An employee required to rotate shifts shall be assigned day duty approximately one-third (1/3) of the time unless mutually agreed to by the Employer and employee provided that, in the event of an emergency or where unusual circumstances exist, the employee may be assigned to such shift as deemed necessary by the Employer.

For the purpose of applying this provision:

(i) scheduled days off shall not be considered as day duty, and

(ii) time off on vacation shall only be considered as day duty if day duty would have been worked by the employee according to the shift schedule save and except for the vacation.

11.03 Schedule Posting and Schedule Changes

(a) Unless otherwise agreed between the Employer and the Association, shift schedules shall be posted twelve (12) weeks in advance. If a shift schedule is changed after being posted, the affected employees shall be provided with fourteen (14) calendar days notice of the new schedule. In the event that an employee's schedule is changed in the new shift schedule and she is not provided with fourteen (14) calendar days notice, she shall be entitled to premium payment subject to the provisions of Article 11.03(b), (c) and (d).

(b) Unless an employee is given at least fourteen (14) calendar days notice of a change of her scheduled day(s) off she shall be paid one

and one-half times (1 1/2X) her basic rate of pay for all hours worked on such day(s) unless such change is at the employee's request.

(c) If, in the course of a posted schedule, the Employer changes the employee's scheduled shift (i.e.: days to evenings, days to nights or evenings to nights) but not her day off 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 on the first shift of the changed schedule unless fourteen (14) calendar days notice of such change has been given.

(d) If, in the course of a posted schedule, the Employer changes the employee's shift start time by two (2) hours or more 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 on this shift unless fourteen (14) calendar days notice of such change has been given.

11.04 In the event that an employee reports for work as scheduled and is required by the Employer not to commence work but to return to duty at a later hour, she shall be compensated for that inconvenience by receiving two (2) hours pay at her basic rate of pay.

11.05 Should an employee report and commence work as scheduled and be required to cease work prior to completion of her scheduled shift and return to duty at a later hour, she shall receive her basic hourly rate of pay for all hours worked with an addition of two (2) hours pay at her basic rate of pay for that inconvenience.

11.06 Employee Shift Trading

Employees may exchange shifts and/or days off with the approval of the Employer provided no increase in cost is incurred by the Employer.

ARTICLE 12: OVERTIME

12.01 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.

12.02 The Employer shall designate an individual who may authorize overtime.

12.03 Authorization for overtime after the fact by the Employer shall not be unreasonably denied where overtime arises as a result of unforeseeable circumstances in which it is impossible to obtain prior authorization.

12.04 Overtime will be paid in accordance with the following:

(a) For work in excess of seven and three-quarter (7 3/4) hours per day, one and one-half times (1 1/2X) her basic rate of pay for the

first two (2) consecutive hours and two times (2X) her basic rate of pay thereafter, exclusive of meal periods, if taken. This overtime payment will cease and the employee's basic rate of pay will apply at the start of the next regularly scheduled shift.

(b) For work on scheduled day(s) of rest:

(i) one and one-half times (1 1/2X) her basic rate of pay for the first (two) 2 hours of overtime worked on the employee's first (1st) scheduled day of rest; and two times (2X) her basic rate of pay for overtime hours worked in excess of two (2) hours on such day, or

(ii) two times (2X) her basic rate of pay for hours worked during such second (2nd) and subsequent consecutive days worked.

This overtime payment will cease and the employee's basic rate of pay will apply at the start of her next scheduled shift.

12.05 An employee who normally returns to her place of residence by means of public transportation following the completion of her regularly scheduled shift, but who is prevented from doing so by being required to remain on duty longer than such shift and past the time when normal public transportation is available, shall be reimbursed for the cost of reasonable, necessary and substantiated transportation expense to her place of residence.

12.06 Subject to mutual agreement between the Employer and an employee, the employee may be granted time off duty in lieu of overtime payments at the applicable premium rate. Unless mutual agreement between an employee and the Employer is reached as to when accumulated overtime will be taken as time off in lieu of overtime payment, such liability of the Employer as of the last day of March, shall be paid out.

12.07 Except in cases of emergency, or by mutual agreement between the Employer and the employee, no employee shall be required to work more than a total of sixteen (16) hours (inclusive of regular and overtime hours) in a twenty-four (24) hour period beginning at the first (1st) hour the employee reports for work.

ARTICLE 13: ON-CALL DUTY

13.01 The term "on-call duty" shall be deemed to mean any period, during which an employee is not on regular duty and during which the employee is on-call and must be reasonably available to respond without undue delay to any request to return to duty.

13.02 Unless otherwise agreed between the Employer and the Association, on-call periods shall be scheduled at least twelve (12) weeks in advance excepting in cases of emergency. Employees whose on-call schedule has been changed with less than fourteen (14) calendar days notice shall be paid at the higher on-call rate.

13.03 Wherever possible, the employee shall not be assigned to on-call duty more than seven (7) consecutive calendar days. Employees assigned to on-call duty more than seven (7) consecutive days in any two (2) week period shall be paid the higher on-call rate for the eighth (8th) and subsequent days in that two (2) week period. The higher on-call rate shall apply until an employee has two (2) consecutive days off without being on-call. Where an employee is on-call for more than seven (7) consecutive calendar days at her request or as the result of an exchange with another employee, the regular on-call rates shall apply.

13.04 Regulations in respect of approval or authorization for on-call duty and the procedures which are to be followed by an employee shall be prescribed by the Employer.

13.05 On-Call Pay

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 seventy-five cents (\$1.75) per hour; and

(b) on days off and Named Holidays, the sum of two dollars and twenty-five cents (\$2.25) per hour. A Named Holiday or non-work day shall run from zero zero zero one (0001) hours on the Named Holiday or non-work day to twenty-four hundred (2400) hours of the same day.

13.06 An employee called back to duty on a Named Holiday shall be:

(a) compensated in accordance with Article 13.07; and

(b) given compensating time off at her basic rate of pay for actual hours worked on the call-back at a mutually agreeable time. Time not taken by the last day of March in any given year shall be paid out.

13.07 Call-Back Pay

(a) For each occasion that an employee is called back to duty during the employee's on-call period, in addition to the payment received for being on-call, the employee shall be deemed to be working overtime and shall be paid for all hours worked during the on-call period or for two (2) hours, whichever is the longer, at the

overtime rate of one and one-half times (1 1/2X) the basic rate of pay. After two (2) hours worked on any single call-back, two times (2X) the basic rate of pay will apply. An employee called back to duty will be permitted to leave the Health Care Facility upon completion of the procedure or examination for which she was called back. However, any further requests for procedures received by an employee prior to leaving the Health Care Facility following completion of the work required on the initial call shall be considered one (1) call for the purpose of determining call-back pay.

(b) When a regular or temporary employee who has not been assigned "on-call duty" is called and required to report for work on a call-back basis; she shall be paid for all hours worked, or for two (2) hours, whichever is greater, at two times (2X) her basic rate of pay. Such employee shall be entitled to the provisions of Article 13.09.

(c) Call-back pay may be granted in the form of time off duty with pay in accordance with the provisions of Article 12.06.

13.08 The Employer shall make every effort to avoid placing an employee "on-call" on the evening prior to or during scheduled off-duty days.

13.09 An employee who is called back for duty shall be reimbursed for reasonable, necessary and substantiated transportation expenses and, if the employee travels for such purpose by private motor vehicle, reimbursement shall be at the rate of at least twenty-eight cents (28¢) per kilometre from the employee's residence and return. In those situations where hospital policy requires that the employee use a taxi for call-back purposes, should the employee commence her regular shift during the call-back, the Employer will pay the taxi fare from the Health Care Facility to her place of residence upon completion of the shift providing the employee uses this mode of transportation.

13.10 When an employee is supplied with a pocket pager by the Employer for the purpose of on-call duty, there shall be no cost to the employee for the use of the pocket pager.

ARTICLE 14: SALARIES

14.01 Basic salary scales and increments shall be as set out in the Salaries Appendix and shall:

(a) be effective on the dates specified therein;

(b) be applicable to an employee employed in a designated classification only when such classification has been created within the work force of the Employer and falls within the scope of this bargaining unit;

(c) form a part of this Collective Agreement.

14.02 (a) Unless otherwise changed by the operation of this Collective Agreement, salary increments for regular full-time employees shall be applied on the appropriate anniversary of the date the employee commenced employment with the Health Care Facility as a regular full-time employee.

(b) Unless otherwise changed by the operation of this Collective Agreement, a regular part-time employee who has had a change in status to a regular full-time employee shall have her anniversary date established based on hours worked with the Employer at the increment level such employee was entitled to receive immediately prior to her change in status.

14.03 Both parties to this Collective Agreement recognize that an employee normally improves in skill and ability relative to experience. In the event that there is just reason to believe that such improvement has not occurred, an annual increment may be withheld. Where an increment is withheld, the employee and the Association shall be so advised, in writing, and the employee's performance will be evaluated, in writing on a month-to-month basis.

14.04 When determining the equivalent monthly rate, the following equation shall be used:

Basic Hourly Rate X 2,022.75 = Monthly Salary

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14.05 (a) Recognition shall be extended to Dietitians who have completed the required internship or its equivalent for registration by starting that individual at the second step of the salary scale.

(b) Recognition shall be extended to a graduate Pharmacist who has completed an accredited residency program in Hospital Pharmacy by starting that individual at the second step of the salary scale.

(c) In the event that:

(i) an occupied position outside the scope of this bargaining unit is subsequently determined to be within the scope of this bargaining unit in accordance with the provisions of Article 4.01; and

(ii) the incumbent within such position is therefore determined to be an employee within the scope of the bargaining unit; and

(iii) the basic rate of pay of such employee exceeds the applicable rate of pay for the appropriate classification within the Salary Appendix;

then the employee, while employed in such position, shall continue to receive her previous rate of pay until the appropriate rate of pay for the classification in the Salary Appendix becomes equal to or greater than her previous rate of pay, at which time she shall then receive the applicable rate in pay in the Salary Appendix for the classification to which the position is allocated.

14.06 Sole Professional

An employee who is the only person within the organization exercising responsibilities for their particular professional field of practice shall be paid at least the level II salary rate as stated in the Salary Appendix for the classification.

ARTICLE 15: RECOGNITION OF PREVIOUS EXPERIENCE

15.01 Salary recognition shall be granted for work experience satisfactory to the Employer, (including experience in the private sector) provided not more than two (2) years have elapsed since such experience was obtained as outlined in the following guidelines:

- (a) one (1) annual increment for one (1) years experience within the last three (3) years;
- (b) two (2) annual increments for two (2) years experience within the last four (4) years;
- (c) three (3) annual increments for three (3) years experience within the last five (5) years;
- (d) four (4) annual increments for four (4) years experience within the last six (6) years;
- (e) five (5) annual increments for five (5) years experience within the last seven (7) years;
- (f) six (6) annual increments for six (6) years experience within the last eight (8) years.
- (g) seven (7) annual increments for seven (7) years experience within the last nine (9) years.

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

15.03 This Article shall be applicable only to employees whose date of hire is on or after the date of exchange of ratification, of this Collective Agreement.

15.04 The Employer shall advise all employees in writing at the time of hire as to the pay grade and step in the Salary Appendix.

ARTICLE 16: SHIFT DIFFERENTIAL AND WEEKEND PREMIUM

16.01 Shift Differential

(a) Effective May 21, 1997 to March 31, 1998, a shift differential of one dollar (\$1.00) shall be paid to:

(i) employees working a shift, wherein the majority of the hours of such shift falls within the period fifteen hundred (1500) hours to zero seven hundred (0700) hours, or

(ii) employees for each regularly scheduled hour worked between fifteen hundred (1500) hours to zero seven hundred (0700) hours provided that greater than two (2) hours are worked between fifteen hundred hours (1500) and zero seven hundred (0700) hours.

(b) Effective April 1, 1998, a shift differential of one dollar and fifty cents (\$1.50) per hour shall be paid to:

(i) employees working a shift, wherein the majority of the hours of such shift falls within the period fifteen hundred (1500) hours to zero seven hundred (0700) hours, or

(ii) employees for each regularly scheduled hour worked between fifteen hundred (1500) hours to zero seven hundred (0700) hours provided that greater than two (2) hours are worked between fifteen hundred hours (1500) and zero seven hundred (0700) hours.

(c) Shift differential shall not be considered part of the basic hourly rate of pay.

(d) Shift differential shall be paid in addition to the overtime rate, for overtime worked in conjunction with the shift worked in (a) or (b) above.

16.02 Weekend Premium

(a) Effective May 21, 1997 to March 31, 1998, a weekend premium

of fifty cents (50¢) per hour shall be paid:

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

(ii) to employees working each regularly scheduled hour worked after fifteen hundred (1500) hours on a Friday provided greater than two (2) hours are worked within a sixty-four (64) hour period commencing at fifteen hundred (1500) hours on a Friday; or

(iii) to employees working all overtime hours which fall within the sixty-four (64) hour period commencing at fifteen hundred (1500) hours on a Friday.

(b) Effective April 1, 1998, a weekend premium of one dollar and ten cents (\$1.10) per hour shall be paid:

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

(ii) to employees working each regularly scheduled hour worked after fifteen hundred (1500) hours on a Friday provided greater than two (2) hours are worked within a sixty-four (64) hour period commencing at fifteen hundred (1500) hours on a Friday; or

(iii) to employees working all overtime hours which fall within the sixty-four (64) hour period commencing at fifteen hundred (1500) hours on a Friday.

16.03 Where applicable, shift differential and weekend premium will be stacked.

ARTICLE 17: NOT ALLOCATED

ARTICLE 18: TEMPORARY ASSIGNMENTS

18.01 When an employee is directed to perform the duties of a classification covered by this Collective Agreement to which is assigned a higher salary scale, she shall be paid, in addition to her hourly rate as set out in the Salaries Appendix, the difference between the beginning rate in the salary scale for her classification and the beginning rate in the salary scale of the classification to which she is temporarily assigned. The resultant basic rate of pay shall not exceed the maximum rate of the salary scale of the classification to which she is temporarily assigned. This provision shall not apply where the period of

temporary assignment is less than one (1) full shift.

18.02 Where an employee is directed to substitute on another job outside the scope of the bargaining unit, the employee will receive, in addition to her basic rate of pay, a minimum amount of one dollar and fifty cents (\$1.50) per hour. An employee so assigned shall continue to be covered by the terms and conditions of this Collective Agreement.

18.03 During periods of temporary assignment to a classification to which is assigned a higher salary scale, an employee so assigned shall receive any overtime or call-back premiums based on the higher basic rate of pay.

ARTICLE 19: CAMP ALLOWANCE

19.01 For each twenty-four (24) hour period spent in a camp setting, a thirty-dollar (\$30.00) camp allowance shall be paid to participating employees. In the event that an employee is incapacitated as a result of an accident sustained in the discharge of her duties while participating in this program, it is understood that the provisions of Article 24 shall apply.

ARTICLE 20: TRAVEL EXPENSES

20.01 When an employee, at the request of the Employer, drives a motor vehicle other than a motor vehicle supplied by the Employer, a transportation allowance of twenty-eight cents (28¢) per kilometre shall be paid.

20.02 When an employee is required by the Employer to travel for employment purposes, she shall be reimbursed for all reasonable expenses supported by receipts as required by the Employer.

20.03 Employees who are required to use their personal vehicles for Employer business, and to maintain business use insurance coverage as a result, shall be required to submit evidence of business insurance coverage when the vehicle is used on such business. The Employer shall reimburse the employee as follows:

Cost of Business		Cost of Personal Use		Reimbursement
Use Insurance		Insurance Coverage		to Maximum
Coverage \$		\$ _____		
_____	Less		=	of \$125.00
(Basic Age Group -		(Basic Age Group -		
Good Record)		Good Record)		

20.04 Except when an employee applies for a position other than the one the employee occupies at the time of the application, if the Employer requests an employee to provide a driver's abstract, the cost of obtaining the abstract shall be reimbursed by the Employer upon production by the employee of proof of payment of the cost.

ARTICLE 21: VACATION WITH PAY

21.01 Definitions

For the purpose of this Article:

- (a) "vacation" means annual vacation with pay;
- (b) "vacation year" means the twelve (12) month period commencing on the first day of _____ in each calendar year and concluding on the last day of _____ of the following calendar year;
- (c) "date of employment" means:
 - (i) in the case of an employee whose employment commenced between the first (1st) and fifteenth (15th) days inclusive of any month, the first (1st) day of that calendar month; or
 - (ii) in the case of an employee whose employment commenced between the sixteenth (16th) and the last day inclusive of any month the first (1st) day of the following calendar month.

21.02 Vacation Entitlement

Subject to Article 33.01(e), during each year of continuous service in the employ of the Employer, an employee shall earn vacation with pay in proportion to the number of months worked during the vacation year, to be taken in the following vacation year, except as provided for in Article 21.05. The rate at which vacation is earned shall be governed by the total length of such employment as follows:

- (a) For the period from May 21, 1997 to March 31, 1998:
 - (i) during each of the first (1st) and second (2nd) years of continuous full-time employment, an employee shall earn entitlement to vacation calculated on a basis of fifteen (15) working days; or
 - (ii) during each of the third (3rd) to fourteenth (14th) years of continuous full-time employment, an

employee shall earn entitlement to vacation calculated on a basis of twenty (20) working days; or

(iii) during each of the fifteenth (15th) to twenty-fourth (24th) years of continuous full-time employment, an employee shall earn entitlement to vacation calculated on a basis of twenty-five (25) working days; or

(iv) during each of the twenty-fifth (25th) and subsequent years of continuous full-time employment, an employee shall earn entitlement to vacation calculated on a basis of thirty (30) working days.

(b) Effective April 1, 1998:

(i) during the first (1st) year of continuous full-time employment, an employee shall earn entitlement to vacation calculated on a basis of fifteen (15) working days; or

(ii) during each of the second (2nd) to ninth (9th) years of continuous full-time employment, an employee shall earn entitlement to vacation calculated on a basis of twenty (20) working days; or

(iii) during each of the tenth (10th) to nineteenth (19th) years of continuous full-time employment, an employee shall earn entitlement to vacation calculated on a basis of twenty-five (25) working days; or

(iv) during each of the twentieth (20th) and subsequent years of continuous full-time employment, an employee shall earn entitlement to vacation calculated on a basis of thirty (30) working days.

21.03 (a) Where a voluntarily terminated employee commences employment within six (6) months of date of termination of employment with another Employer signatory to a Collective Agreement containing identical provisions for entitlement to vacation as this agreement, such employee shall retain the level of entitlement to vacation accrued with the former Employer.

(b) Where an employee is voluntarily terminating her employment, the Employer shall provide the employee with a written statement of her vacation entitlement upon termination.

21.04 No employee who, immediately prior to being covered by the terms and conditions of this Collective Agreement, was entitled to or earned vacation benefits in excess of that set out herein shall have her vacation entitlements

reduced. Provided, however, that this clause would only apply where the employee is working for the same Employer at all relevant times.

21.05 Time of Vacation

(a) All vacation earned during one vacation year shall be taken during the next following vacation year, at a mutually agreeable time, except that an employee may be permitted to carry forward a portion of vacation entitlement to the next vacation year. Requests to carry forward vacation shall be made, in writing, and shall be subject to the approval of the Employer.

(b) Notwithstanding Article 21.05(a) above, an employee shall have the right to utilize vacation credits during the vacation year in which they are earned, provided the following conditions are met:

(i) such utilization does not exceed the total credits earned by an employee at the time of taking vacation; and

(ii) such vacation is taken at a mutually agreeable time.

(c) An employee may request vacation leave during any period of the year.

(d) Upon the request of an employee, earned vacation credits may be divided into more than one vacation period if approved by the Employer. Such request shall not be unreasonably denied.

(e) Seniority shall be considered when there is a dispute regarding preference for the time that vacation is to be taken. Employees failing to exercise seniority rights within two (2) weeks of the time that the employees are asked to choose a vacation time, shall not be entitled to exercise their rights in respect to any vacation time previously selected by an employee with less seniority.

21.06 Vacation pay will be payable in advance on the regular pay day prior to the commencement of the vacation period if requested by the employee at least fourteen (14) days in advance of the regular pay day. In extenuating circumstances, consideration may be given to a shorter notice period.

21.07 Unless given four (4) weeks advance notice of an alteration to her scheduled vacation period, an employee required by the Employer to work during her vacation period will receive two times (2X) her basic rate of pay for all hours worked. This premium payment will cease and the employee's basic rate of pay will apply at the start of her next regularly scheduled shift. The time so worked will be rescheduled as vacation leave with pay to be added to the vacation period, when possible, or the employee will be granted equivalent time off in lieu thereof at a mutually agreed later date. With the approval of the

Employer, an employee may elect to receive payment at the basic rate of pay in lieu of the aforementioned time off.

ARTICLE 22: NAMED HOLIDAYS

22.01 (a) Full-time employees shall be entitled to 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 Municipality in which the Health Care Facility is located;

(ii) 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 February 1st shall be granted an additional holiday as a "Floater Holiday" in that year. The Floater Holiday shall be scheduled at a time mutually agreed upon between the Employer and employee. If the holiday is not taken by the last day of March in the following year, it shall be paid out.

(c) If the Employer designates a common date for the day off with pay in lieu of a Named Holiday which falls on a Saturday or Sunday, such common date shall be designated by way of notice posted in the Health Care Facility at least six (6) months prior to the occurrence of the Named Holiday.

22.02 To qualify for a Named Holiday with pay the employee must:

(a) work the scheduled shift immediately prior to and immediately

following each holiday, except where the employee is absent due to illness or other reasons acceptable to the Employer;

(b) work on the Named Holiday when scheduled or required to do so.

22.03 An employee obliged, in the course of duty to work on a Named Holiday shall be paid for all hours worked on the Named Holiday at one and one-half times (1 1/2X) her basic rate of pay plus:

(a) one (1) days pay; or

(b) an alternate day off at a mutually agreed time; or

(c) by mutual agreement, a day added to her next annual vacation; or

(d) failing mutual agreement within thirty (30) calendar days as to the option to be applied, it shall be deemed that payment of one (1) days pay at the basic rate of pay is desired; and

(e) compensating time off, at her basic rate of pay, for all hours worked in excess of seven and three-quarter (7 3/4) hours.

22.04 If a date is not designated pursuant to Article 22.01(c) and subject to Article 22.02, when a Named Holiday falls on a day that would otherwise be an employee's regularly scheduled day off, the employee shall receive:

(a) one (1) days pay; or

(b) an alternate day off at a mutually agreed time; or

(c) by mutual agreement, a day added to her next annual vacation; or

(d) failing mutual agreement within thirty (30) calendar days as to the option to be applied, it shall be deemed that payment of one (1) days pay at the basic rate of pay is desired.

22.05 When a Named Holiday falls during an employee's annual vacation, the employee shall receive:

(a) by mutual agreement, a day added to the vacation period; or

(b) an alternate day off at a mutually agreed time; or

(c) failing mutual agreement as to the option to be applied, one (1) days pay at her basic rate of pay.

22.06 The Employer shall rotate, as evenly as possible, amongst employees in a department or section, as applicable, the requirement to work on a Named Holiday.

22.07 (a) No payment shall be due for a Named Holiday which occurs during:

(i) a layoff; or

(ii) all forms of leave during which an employee is not paid.

(b) No additional payment shall be due for a Named Holiday which occurs during a period when an employee is receiving Short Term Disability, Long Term Disability or Workers' Compensation benefits.

ARTICLE 23: SICK LEAVE

23.01 (a) Sick leave is provided by the Employer for any illness, quarantine by a Medical Officer of Health, or because of an accident for which compensation is not payable under The Workers' Compensation Act.

(b) The Employer recognizes that alcoholism, drug addiction and mental illness are illnesses which can respond to therapy and treatment, and that absence from work due to such therapy shall be considered sick leave.

23.02 After an employee has completed five hundred and three and three-quarter (503 3/4) hours of work, she shall be allowed a credit for sick leave computed 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 five hundred and three and three-quarter (503 3/4) hours of work.

23.03 In a facility where there is no Short Term Disability plan in effect, an employee who continues to be off work but who has exhausted her sick leave credits, shall be deemed to be on a leave of absence without pay or benefits for up to one hundred and twenty (120) working days from the first day of absence from work, or until the employee becomes eligible to apply for Long Term Disability benefits, whichever occurs first.

23.04 An employee granted sick leave shall be paid for the period of such leave at her basic rate of pay, and the number of days 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.

23.05 Employees may be required to submit satisfactory proof to the Employer of any illness, non-occupational accident, or quarantine.

23.06 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.

23.07 Except as otherwise specifically provided in this Collective Agreement sick leave pay shall not be granted during any leave of absence.

23.08 Sick leave credits shall accrue for the first (1st) month during periods of illness, injury, layoff, and/or leaves of absence in excess of one (1) month.

23.09 (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. For the purposes of this Article, vacation is deemed to have commenced on the completion of the last regularly scheduled shift worked prior to the vacation period inclusive of scheduled days off.

(b) Sick leave shall be granted:

(i) if an employee becomes ill during her vacation period as stated in Article 23.09(a) above, only after the expiry of the employee's 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 becomes ill prior to the commencement of the scheduled vacation. If the employee so wishes, the number of sick days paid within the scheduled vacation period shall be considered as vacation days not taken and may be rescheduled to a later date.

(c) Notwithstanding the provision of Article 23.09(a), should an employee demonstrate to the satisfaction of the Employer that she was admitted to hospital as an "in patient" during the course of her vacation, she shall be considered to be on sick leave for the period of hospitalization and subsequent period of recovery provided she notifies her Employer upon return from vacation and provides satisfactory proof of her hospitalization. Vacation time not taken as a result of such stay in the hospital shall be rescheduled to a mutually agreeable time.

23.10 (a) An employee who commences employment within six (6) months of the date that she voluntarily terminated employment with another Employer signatory to a Collective Agreement containing

identical sick leave provisions shall retain to her benefit, in accordance with the provisions of this Article, entitlement to the balance of accumulated sick leave credits at the time of said termination. Otherwise, sick leave credits will be cancelled and no payment will be due therefor. The employee shall be provided with a written statement of such entitlement upon her termination.

(b) In the case where the employee was formerly employed by the Glenrose Rehabilitation Hospital, and the conditions precedent to the application of the provisions of (a) above have been satisfied, the balance of accumulated sick leave credits at the time of termination shall be determined by subtracting the number of days of benefit paid pursuant to the Sick Leave Plan in effect at the Glenrose Rehabilitation Hospital from the sum of the credit that would have been earned had the provisions of Article 23.02 applied during the same period.

23.11 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 neither charged against her accumulated sick leave, nor shall she suffer any loss of income provided such absence does not exceed two (2) hours during one work day. If the absence is longer than two (2) hours, the whole period of absence shall be charged against her accumulated sick leave. Employees may be required to submit satisfactory proof of appointments.

23.12 An employee may request in writing, once a year, the status of her sick leave entitlement.

23.13 Information on an employee's sick leave shall be confidential unless the employee consents in writing to such release.

ARTICLE 24: WORKERS' COMPENSATION

24.01 (a) An employee who is incapacitated and unable to work as a result of an accident sustained while on duty in the service of the Employer within the meaning of the Workers' Compensation Act shall continue to receive full net take home pay calculated at the basic rate of pay for regularly scheduled hours of work less any statutory or benefit deductions for each day absent due to such disability provided that all of the following conditions exist:

(i) the employee assigns over to the Employer, on proper forms, the monies due to her from the WCB for time lost due to an accident, and

(ii) the employee's accumulated sick leave credits are sufficient so that an amount proportionate to the WCB supplement paid by the Employer, but in any event not

less than one-tenth (1/10th) day, can be charged against such sick leave credits for each day an employee is off work due to accident within the meaning of the WCB Act; and

(iii) the employee keeps the Employer informed regarding the status of her WCB claim and provides any medical or claim information that may be required by the Employer.

(b) The parties recognize that the Employer may be required to reconcile payments to the employee with subsequent assigned payments from the WCB. In light of this, the time limitation for correcting over or under payments provided in Article 27 shall not commence until the Employer has received reimbursement for WCB, or has issued any statement of adjustment to the employee, whichever is later.

(c) An employee who is in receipt of Workers' Compensation benefits and who is not eligible to receive the WCB Supplement pursuant to Article 24.01(b) shall be deemed to be on a leave of absence without pay.

(d) An employee in receipt of Workers' Compensation benefits shall:

(i) be deemed to remain in the continuous service of the Employer for purposes of prepaid health benefits and salary increments;

(ii) accrue vacation credits and sick leave for the first (1st) month of such absence.

24.02 An employee who has been on Workers' Compensation and who is certified by the Workers' Compensation Board to be fit to return to work and who is:

(i) capable of performing the duties of her former position shall provide the Employer with two (2) weeks written notice, when possible, of readiness to return to work. The Employer shall reinstate the employee in the same classification held by her immediately prior to the disability with benefits that accrued to her prior to the disability;

(ii) incapable of performing the duties of her former position, shall be entitled to benefits she is eligible for under Sick Leave or Short Term Disability or Long Term Disability, in accordance with Article 23 or 25.

24.03 The reinstatement of an employee in accordance with this Article shall not be construed as being a violation of the posting and/or scheduling provisions of Articles 29 and 11.

ARTICLE 25: EMPLOYEE BENEFIT PLANS

25.01 The Employer shall continue the following group plans for all eligible employees where such plans are currently in effect or shall implement the following group plans where enrollment and other requirements of the Insurer for group participation have been met:

- (a) Alberta Health Care Insurance Plan;
- (b) the Provincial Health Authorities of Alberta Benefits Plan or equivalent providing for:
 - (i) Group Life Insurance (one times (1X) basic annual earnings rounded up to the next higher \$1,000.00 with an option for additional life insurance to at least twice annual earnings rounded to the next highest \$1,000.00);
 - (ii) Accidental Death & Dismemberment Insurance - (amount equal to group life insurance);
 - (iii) Short Term Disability (income replacement for a period of up to one hundred and twenty (120) working days during a qualifying disability equal to sixty-six and two-thirds percent (66 2/3%) of basic weekly earnings to the established maximum following a fourteen (14) day elimination period where applicable. The Short Term Disability shall become effective on the first (1st) working day following the expiry of sick leave credits in the case of absence due to injury or hospitalization. In the particular case of employees who have insufficient sick leave credits to satisfy the fourteen (14) calendar day elimination period, the Short Term Disability shall commence on the fifteenth (15th) day following the commencement of non-hospitalized sickness);
 - (iv) Long Term Disability (income replacement during a qualifying disability equal to sixty-six and two-thirds percent (66 2/3%) of basic monthly earnings to the established maximum following a one hundred and twenty (120) working day elimination period);
 - (v) Alberta Blue Cross Dental Plan or equivalent, which plan provides eighty percent (80%)

reimbursement of basic eligible dental expenses, fifty percent (50%) of extensive eligible dental expenses and fifty percent (50%) of orthodontic eligible dental expenses in accordance with the current Alberta Dental Association Fee Guide, and within the limits of the Plan.

(vi) Alberta Blue Cross Supplementary Health Benefits Plan, or equivalent.

(c) At the Employer's option, a "UIC SUB Plan" to supplement an eligible employees Unemployment Insurance to meet the Employer's obligation to provide benefit payments during the valid health-related period for being absent from work due to pregnancy for which she has provided satisfactory medical substantiation.

25.02 Where the benefits specified in Article 25.01 are provided through insurance obtained by the Employer, the administration of such plans shall be subject to and governed by the terms and conditions of the applicable benefits policies or contracts.

25.03 The premiums will be cost-shared seventy-five percent (75%) by the Employer and twenty-five percent (25%) by the employee.

25.04 During the first twenty-four (24) months an employee is on L.T.D, she may continue participation in the Alberta Health Care Insurance Plan by paying the full premium costs to the Employer. The employment of an employee shall be terminated when she has been on L.T.D for twenty-four (24) months.

25.05 An employee shall cease to earn sick leave credits and vacation credits while on S.T.D and L.T.D.

25.06 No employee who, immediately prior to being covered by the terms and conditions of this Collective Agreement, was entitled to benefit plans providing benefits in excess of those set out herein shall have her benefits reduced. Provided, however, that this clause would only apply where the employee is working for the same Employer at all relevant times.

25.07 The Employer shall distribute to all employees brochures and other relevant information concerning the above plans upon hiring, and when there are changes to the plan.

25.08 Where a group is not currently participating in the Life and Disability Insurance Plans, a maximum of one (1) survey will be conducted in any calendar year to determine if the group of regular employees meet the participation requirements. The Employer will conduct such a survey within two (2) months of being requested to do so by the Association.

25.09 (a) Such coverage shall be provided to:

(i) a regular full-time employee; and

(ii) a regular part-time employee whose hours of work are equal to or greater than fifteen (15) hours per week averaged over one (1) complete cycle of the shift schedule; and

(iii) a temporary employee who is hired to work for a position of six (6) months duration or longer and whose hours of work are equal to or greater than fifteen (15) hours per week averaged over one (1) complete cycle of the shift schedule.

(b) Regular and temporary part-time employees whose hours of work average less than fifteen (15) hours per week over one (1) complete cycle of the shift schedule, temporary employees hired for a position of less than six (6) months duration, and casual employees, are not eligible to participate in the Employee Benefits Plan. However, such individuals covered by the Collective Agreement who were enrolled for such benefits on the day prior to the commencement date of this Collective Agreement shall not have benefits discontinued solely due to the application of this provision.

25.10 (a) The Provincial Health Authorities of Alberta, on behalf of all Employer hospitals, will provide one (1) copy of each of the plans to the Health Sciences Association of Alberta. Where the Provincial Health Authorities of Alberta plan is not in force in any given hospital, that hospital will provide a copy of its plan to the Association.

(b) The Provincial Health Authorities of Alberta or the hospital, as applicable, shall advise the Association of all premium rate changes pursuant to Article 25.01(b).

ARTICLE 26: PENSION PLAN

26.01 The Employer shall contribute to the Local Authorities Pension Plan, the Public Service Pension Plan, or an alternate plan agreed to by the Association, as applicable, to provide benefits for participating employees provided they are scheduled to work at least fifteen (15) hours per week averaged over one (1) complete cycle of the shift schedule, in accordance with the terms and conditions of the applicable plan. A copy of a brochure outlining the plan shall be provided by the Employer to each eligible employee.

ARTICLE 27: OVER/UNDER PAYMENTS

27.01 In the event that an employee is over or under compensated by error on the part of the Employer by reason of salary payment for:

- (a) vacation benefits; or
- (b) sick leave benefits; or
- (c) salary;

the Employer shall correct such compensation error not later than the second following pay day. If an under payment is not corrected by the second following pay day, the employee shall have ten (10) days to file a grievance as outlined in Article 46.

ARTICLE 28: SENIORITY

28.01 (a) For regular or temporary employees, seniority with the Employer starts on the date on which the Employee commenced employment in the bargaining unit.

(b) For casual employees whose status changes to regular or temporary or someone subsequently determined by the Labour Relations Board or agreed to by the parties as being in the bargaining unit, the "seniority date" shall be established by dividing their contiguous hours worked with the Employer by 2,022.75.

28.02 Seniority shall not apply during the probationary period; however, once the probationary period has been completed seniority shall be credited as provided in Article 28.01.

28.03 Seniority shall be the determining factor in:

- (a) preference of vacation time;
- (b) layoffs and recalls, subject to the qualifications specified in Article 30;
- (c) promotions and transfers within the bargaining unit subject to the qualifications specified in Article 29.

28.04 Seniority shall be considered broken, all rights forfeited, and there shall be no obligation to rehire:

- (a) when an employee resigns or is terminated from her position with the Employer; or
- (b) upon the expiry of twelve (12) months following layoff during which time the employee has not been recalled to work; or
- (c) if an employee does not return to work on recall to her former classification and full-time equivalency.

28.05 The Employer shall provide the Association on an annual basis a listing of the employees in order of seniority in accordance with the provisions of Article 28.01. This listing shall be provided monthly if there are employees on layoff.

ARTICLE 29: PROMOTIONS, TRANSFERS AND VACANCIES

29.01 (a) Vacancies within the bargaining unit for full-time and part-time positions, and temporary positions of two (2) months or more, shall be posted not less than eight (8) calendar days in advance of making an appointment.

(b) Where circumstances require the Employer to fill a posted vacancy before the expiry of eight (8) calendar days, the appointment shall be made on a temporary or relief basis only.

(c) Subject to Article 29.05 where vacancies are filled, first consideration shall be given to employees who are already members of the bargaining unit.

(d) The notice of posting referred to in Article 29.01(a) shall contain the following information:

(i) duties of the position;

(ii) qualifications required;

(iii) hours of work;

(iv) status of position, and expected term if a temporary position; and

(v) salary.

(e) The Employer shall forward copies of the posting of vacancies of all positions within the bargaining unit as outlined in Article 29.01(a) to the Association local unit chair within seven (7) calendar days of the posting.

29.02 Applications for newly created positions, transfers, or promotions shall be made, in writing, to the Employer.

29.03 The Association Local Chair shall be advised of the name of the successful applicant of a posting for a position in the bargaining unit within seven (7) calendar days of the appointment. Where an employee in the bargaining unit has applied on the posting, the name of the successful applicant shall be communicated in writing to the applicants in the bargaining unit within seven (7) calendar days of the appointment.

29.04 (a) Where a vacancy for a temporary position has been filled by the appointment of a regular full-time or part-time employee, and where, at the completion of the expected term of the temporary position, the Employer decides that the employee is no longer required in that position, she shall be reinstated in her former position. If such reinstatement is not possible, the employee shall be placed in another suitable position. Such reinstatement or placement shall be without loss of seniority and at not less than the same rate of pay to which the employee would be entitled had she remained in her former position.

The reinstatement or placement of an employee in accordance with Article 29.04(a) shall not be construed as a violation of the posting provisions of Article 29.01.

(b) Where a vacancy for a temporary position has been filled by the appointment of a casual employee, and, where, at the completion of the expected term of the temporary position, the Employer decides that the employee is no longer required in that position, she shall be reinstated to casual status.

29.05 In making promotions and transfers, experience, performance and qualifications applicable to the position shall be the primary consideration. Where these factors are adjudged by the Employer to be relatively equal, seniority shall be the deciding factor.

29.06 All transfers and promotions shall be on a trial basis. The transferred or promoted employee will be given a trial period of four hundred and eighty-eight point two five (488.25) hours in which to demonstrate her ability to perform the new tasks to the satisfaction of the Employer. Should such employee fail to succeed during the aforementioned trial period, the Employer will make a sincere effort to reinstate the employee in her former position, or, if such reinstatement is not possible, place the employee in another suitable position. Such reinstatement or placement shall be without loss of seniority and at not less than the same rate of pay to which the employee would be entitled had she remained in her former position.

29.07 When an employee is promoted to a classification to which is assigned a higher salary scale, the salary of such promoted employee shall be advanced to that step in the new scale which is next higher than her current rate or to the step which is next higher again if such salary increase is less than the employee's next normal increment on the former salary scale. In the event that a promoted employee is at the last increment in the scale for the classification held prior to the promotion, her salary shall be advanced to that step in the scale which is next higher than her current rate, or if such salary increase is less than the employee's last normal annual increase, she shall be advanced to the step which is next higher again in the scale.

29.08 An employee's anniversary date for the purpose of qualifying for an

annual increment shall not be changed as a result of a promotion.

29.09 When, because of inability to perform the functions of a position or because of ill health or by her request, an employee is transferred to a classification to which is assigned a lower salary scale, her rate will be adjusted immediately to the step in the lower salary scale that will result in the recognition of service from the date the current period of continuous employment commenced.

29.10 Promotion shall not be used to fill a temporary vacancy of less than two (2) months. In the event that an employee is assigned to a classification with a higher salary scale in order to fill a temporary vacancy, the provisions of Article 18 shall apply.

ARTICLE 30: LAYOFF AND RECALL

30.01 (a) In case it becomes necessary to reduce the work force by

- (i) reduction in the number of employees, or
- (ii) reduction in the number of regularly scheduled hours available to one or more employees,

the Employer will notify the Association and all employees who are to be laid off at least fourteen (14) calendar days prior to layoff, except that the fourteen (14) calendar days notice shall not apply where the layoff results from an Act of God, fire, or flood. If the employee laid off has not been provided with an opportunity to work her regularly scheduled hours during fourteen (14) calendar days after notice of layoff, the employee shall be paid in lieu of such work for that portion of the fourteen (14) calendar days during which work was not made available. Where the layoff results from an Act of God, fire or flood the affected employee shall receive pay for the days when work was not available up to a maximum of two (2) weeks pay in lieu of notice.

(b) If the Employer proposes to layoff an employee while she is on leave of absence, Workers' Compensation or absent due to illness or injury, she shall not be served with notice under sub-article (a) until she has advised the Employer of her readiness to return to work.

(c) When notice of layoff is delivered to an employee in person, the employee may be accompanied by a representative of the Association, if one is available.

30.02 (a) Layoff shall be in reverse order of seniority, however the Employer shall have the right to retain employees who would otherwise be laid off when layoff in accordance with this Article

would result in retaining employees who are not capable and qualified of performing the work required.

(b) The parties shall discuss the appropriate application of the above clause.

30.03 Recall

(a) When increasing the work force, recalls shall be carried out in order of seniority provided the employee is capable and qualified of performing the work required.

(b) The method of recall shall be by telephone and, if such is not possible, by double registered letter sent to the employee's last known place of residence. The employee so notified will return to work as soon as possible but, in any event, not later than five (5) days following either the date of the telephone call or the date the letter was registered.

(c) (i) The Employer shall endeavor to offer opportunities for casual work to laid off employees in order of their seniority before assigning the work to a casual employee, providing the laid off employee is qualified and capable of performing the work required.

(ii) Notwithstanding the provisions of Article 30.03(c)(i), where the Employer has a multi-site facility, casual work shall first be made available to laid off employees of the specific location from which the employee was laid off.

(iii) A laid off employee may refuse an offer of casual work without adversely affecting her recall status.

(iv) An employee who accepts an offer of casual work shall be governed by the Collective Agreement provisions applicable to a casual employee, however, such employee's recall status and seniority standing upon recall shall not be affected by the period of casual employment.

(d) For the purpose of this clause "Casual Work" shall mean:

(i) work on a call-basis which is not regularly scheduled;

(ii) regularly scheduled work for a period of three (3) months or less for a specific job; or

(iii) work to relieve for an absence the duration of which is anticipated to be three (3) months or less.

(e) Notwithstanding the provisions of Article 28.04, if an employee is recalled for any length of time, other than for Casual Work, then that employee's period of recall rights starts anew.

30.04 No new regular or temporary employees will be hired while there are other employees within the local unit on layoff as long as laid off employees are qualified and capable of performing the work required.

30.05 In the case of layoff, the employee shall accrue sick leave and earned vacation for the first (1st) month. The employee's increment date shall also be adjusted by the same amount of time as the layoff and the new increment date shall prevail thereafter. Employees shall not be entitled to Named Holidays with pay which may fall during the period of layoff.

30.06 In the case of layoff in excess of one (1) months duration, the Employer shall inform the employee that she may make arrangements, subject to the applicable Pension Board's approval, for the payment of her contributions to the applicable pension plan, and that she may make prior arrangement for the payment of the full premiums for applicable employee benefit plans contained in Article 25 subject to the Insurer's requirements.

ARTICLE 31: TECHNOLOGICAL CHANGE

31.01 Should the Employer find it necessary to introduce technological change by altering methods or utilizing different equipment, and if such change will displace employees in the bargaining unit, the Employer will notify the Association with as much advance notice as possible of such change and will meet and discuss reasonable measures to protect the interests of employees so affected.

31.02 If the Employer introduces technological change which results in the displacement of an employee, the Employer shall make every effort to provide alternative employment acceptable to the employee.

31.03 Where the alternate employment is in a lower paid classification, the employee shall continue to receive the salary of the higher paid classification at the time of the transfer until the salary of the lower paid classification passes that of the higher paid classification.

31.04 Where alternative employment is not available or is not acceptable to the employee, the Employer will give the employee a minimum of six (6) weeks notice or pay in lieu of notice of displacement, and all conditions of the Layoff and Recall Article shall apply with the exception that notice contained in Article 30.01 will not apply.

ARTICLE 32: CONTRACTING OUT

32.01 Where the Employer finds it becomes necessary to transfer, assign, sub-contract or contract out any work or functions performed by regular employees covered by this Collective Agreement, the Employer shall notify the Association two (2) months in advance of such change, and will meet and discuss reasonable measures to protect the interests of affected employees.

ARTICLE 33: LEAVES OF ABSENCE

33.01 General Policies Covering Leaves of Absence

(a) An application for leave of absence shall be made, in writing, to the Employer as early as possible. The application shall indicate the desired dates for departure and return from the leave of absence.

(b) An employee who has been granted leave of absence of any kind and who overstays her leave without permission of the Employer shall be deemed to have terminated her employment.

(c) Except as provided in Article 33.01(d), where an employee is granted a leave of absence of more than a months duration, and that employee is covered by any or all of the plans specified in Article 25, that employee may, subject to the Insurer's requirements, make prior arrangement for the prepayment of the full premiums for the applicable plans at least one (1) pay period in advance. The time limits as provided for in this Article may be waived in extenuating circumstances.

(d) For the portion of Maternity Leave during which an employee has a valid health-related reason for being absent from work and who is in receipt of sick leave, UIC SUB Plan benefits, STD or LTD, benefit plan premium payments shall be administered in the same fashion as an employee absent due to illness.

(e) In the case of a leave of absence or a deemed leave of absence, an employee shall accrue sick leave and vacation credits for the first (1st) month. An employees increment date shall be adjusted by the same amount of time as the leave of absence and the new increment date shall prevail thereafter.

33.02 General Leave

(a) Leave of absence without pay may be granted to an employee at the discretion of the Employer and the employee shall not work for gain during the period of leave of absence except with the express consent of the Employer. Where approval is denied, the Employer will respond in writing and reasons shall be given.

(b) (i) For the period from May 21, 1997 to March 31,

1998, if an employee is unable to report to work as a result of:

A. illness or appointments in the immediate family requiring the employee's personal attention, or

B. important family circumstances, not foreseeable by or beyond the control of the employee, that can only be resolved by the employee's personal attention,

she shall inform the Employer as soon as possible, and where possible in advance. The employee may use banked sick leave, vacation days, banked overtime or unpaid leave of absence for the hours not worked. Such absence from work shall not exceed three (3) calendar days per year (non-cumulative). The employee may be required to submit satisfactory proof of the illness, appointment or important family circumstance, and the family relationship.

(ii) Effective April 1, 1998, 33.02(b)(i) is replaced in its entirety by the following:

If an employee is unable to report to work as the result of illness in the immediate family requiring the employees personal attention, she shall inform the Employer of such and she shall use a vacation day, leave of absence or banked overtime for the hours not worked. Such absence from work shall not exceed three (3) calendar days per year. The employee may be required to submit satisfactory proof of illness.

33.03 Educational Leave/Exchange Programs

(a) The parties to this Collective Agreement recognize the value of continuing education for each employee covered by this Collective Agreement. Furthermore, the parties recognize that continuing education is a requirement for some employees. The responsibility for such continuing education lies not only with the individual but also with the Employer.

(b) A paid leave of absence and/or reasonable expenses may be granted to an employee at the discretion of the Employer to enable the employees to participate in education or exchange programs.

(c) Should the Employer direct an employee to participate in a specific program, such employee shall be compensated in

accordance with the following:

- (i) For program attendance on regularly scheduled working days, the employee shall suffer no loss of regular earnings.
 - (ii) For hours in attendance at such program on regularly scheduled days off, the employee shall be paid at her basic rate of pay to a maximum of seven and three-quarter (7 3/4) hours per day.
 - (iii) The Employer will pay the cost of the course including tuition fees, reasonable travel and subsistence expenses subject to prior approval.
- (d) For the purpose of qualifying for an annual increment, an employee granted educational/exchange leave shall be deemed to remain in the continuous service of the Employer for the first eighteen (18) calendar months only of such period of leave. In the event the duration of educational/exchange leave continues for a period in excess of eighteen (18) months, an employee's anniversary date for salary increment purposes shall be delayed by the amount of time that said leave exceeds eighteen (18) months, and the newly established anniversary date shall prevail thereafter.
- (e) An employee absent on approved education/exchange leave shall be reinstated by the Employer in the same position and classification held by her immediately prior to taking such leave or be provided with alternate work of a comparable nature.

33.04 Bereavement Leave

(a) Bereavement Leave with pay of:

- (i) five (5) consecutive working days shall be granted in the event of the death of a member of the employee's immediate family. Upon request, the employee may be granted additional leave of absence without pay. Immediate family of the employee is defined as spouse, parent, child, brother, sister, fiancé. Step-parent, step-children, step-brother and step-sister shall be considered as members of the employee's immediate family. "Spouse" shall include common-law or same-sex relationship and shall be deemed to mean a man or woman who resided with the employee and who was held out publicly as his/her spouse for a period of at least one (1) year before the death.
- (ii) three (3) consecutive working days shall be granted

in the event of the death of the following members of the employee's family (i.e. mother-in-law, father-in-law, son-in-law, daughter-in-law, brother-in-law, sister-in-law, legal guardian, grandparent, and grandchild).

(b) Bereavement Leave shall be extended by two (2) additional days if travel in excess of three hundred and twenty (320) kilometres one way from the employees residence is necessary for the purpose of attending the funeral.

(c) Notwithstanding the provisions of Article 33.04(a) and (b), where special circumstances exist, an employee may request that Bereavement Leave be divided into two (2) periods. Such request is subject to the approval of the Employer. In no circumstances, however, shall an employee be eligible for more days off with pay than she would have been eligible to receive had the Bereavement Leave been taken in one (1) undivided period.

(d) In the event of the death of another relative or friend, the Employer may grant time off with pay to attend the funeral service.

33.05 Parental Leave

(a) An employee who has completed her probationary period shall, upon her written request, be granted Maternity Leave to become effective six (6) weeks immediately preceding the date of delivery or such shorter period as may be requested by the employee, provided that she commences Maternity Leave no later than the date of delivery. Maternity Leave shall be without pay and benefits except for the portion of Maternity Leave during which the employee has a valid health-related reason for being absent from work and is also in receipt of sick leave, UIC SUB Plan benefits, STD or LTD. Maternity Leave shall not exceed nine (9) months unless an extension is granted by the Employer. Request for an extension due to ill health of the mother or the child shall not be unreasonably denied. Such extension, when granted, shall not exceed an additional six (6) months.

(b) A pregnant employee whose continued employment in her position may be hazardous to herself or to her unborn child, in the written opinion of her physician, may request a transfer to a more suitable position if one is available. Where no suitable position is available, the employee may request Maternity Leave as provided by Article 33.05(a) if the employee is eligible for such leave. In the event that such Maternity Leave must commence in the early stages of pregnancy which results in the need for an absence from work longer than nine (9) months, the employee may request further leave without pay as provided by Article 33.01.

(c) A father-to-be who has completed his probationary period shall, upon his written request, be granted an unpaid leave to commence two (2) weeks prior to the delivery or such shorter 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.

(d) An employee absent on Parental Leave shall provide the Employer with six (6) weeks written advance notice of her readiness to return to work following which the Employer will reinstate her in the same position held by her immediately prior to taking such leave and at the same step in the salary scale or provide her with alternate work of a comparable nature at not less than the same step in the salary scale and other benefits that accrued to her up to the date she commenced the leave.

33.06 Adoptive Parent Leave

(a) An employee who has completed the probationary period shall be granted leave of absence without pay and benefits for a period of up to six (6) months in duration for the purpose of adopting a child provided that:

(i) she makes written request for such leave at the time the application for adoption is approved and keeps the Employer advised of the status of such application; and

(ii) she provides the Employer with at least one (1) days notice that such leave is to commence.

(b) An employee absent on Adoptive Parent Leave shall provide the Employer with six (6) weeks written notice of readiness to return to work following which the Employer will reinstate her in the same position held immediately prior to taking such leave or provide her with alternate work of a comparable nature at not less than the same step in the salary scale and with other benefits accrued to her at the date the leave commenced.

33.07 Paternity Leave

Paternity Leave of at least one (1) working day with pay shall be granted upon the written request of a male employee to enable such employee to attend to matters directly related to the birth of his child.

33.08 Association Business

(a) Provided the operational efficiency of the Health Care Facility shall not in any case be disrupted, leave of absence shall be granted

by the Employer to an employee elected or appointed to represent the Association at conventions, meetings, workshops, seminars, schools, Association business. Such leave shall be without pay. If the request is denied, reasons shall be given by the Employer.

(b) Representatives of the Association shall be granted time off without pay in order to participate in collective bargaining with the Employer or its bargaining agent.

(c) Members of the Executive Council of the Association shall be granted a leave of absence without pay to attend Association business. Such member shall provide the Employer with such request in writing with as much advance notice as possible.

(d) The President of the Association shall be granted leave without pay as required to attend to Association business, provided reasonable notice is given. Where it can be demonstrated that it is not operationally possible to grant the leave, it shall be denied.

ARTICLE 34: IN-SERVICE PROGRAMS

34.01 (a) The parties to this Collective Agreement recognize the value of continuing in-service education for employees in the various professions and that the responsibility for such continuing education lies not only with the Employer but also with the employee. 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.

ARTICLE 35: COURT APPEARANCE

35.01 (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 shifts 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 of rest shall not be construed to be a violation of the scheduling provisions of Article 11.

(b) In the event an employee is scheduled to work on the evening or night shift(s) on the day(s) she is called as a witness in matters arising out of her employment with the Employer, or as a juror, she shall be granted a leave of absence for those scheduled shift(s) so missed and suffer no loss of earnings.

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

ARTICLE 36: EVALUATIONS AND PERSONNEL FILES

36.01 (a) The parties to this Collective Agreement recognize the desirability of employee evaluations. Evaluations shall be conducted at least on an annual basis.

(b) Evaluations shall be for the constructive review of the performance of the employee.

36.02 All such evaluations shall be in writing.

36.03 (a) Meetings for the purpose of the evaluation interview shall be scheduled by the Employer with reasonable advance notice, which shall not be less than forty-eight (48) hours. The employee may review her personnel file prior to the interview upon her written request.

(b) The employee shall be given a copy of her completed evaluation at the conclusion of the interview or no later than seven (7) calendar days from the interview date. The employee shall sign the completed evaluation document upon receipt for the sole purpose of indicating that she is aware of the evaluation. She shall have the right to respond in writing within seven (7) calendar days of receipt of the evaluation document, and her reply shall be placed in her personnel file.

(c) If an evaluation interview is scheduled on an employee's off duty hours or on days of rest, the employee shall be compensated according to the provisions of Article 12 or Article 44.

36.04 An employee's evaluation shall be considered confidential and shall not be released by the Employer to any person, except a Board of Arbitration, the Employer's counsel, or as required by law, without the written consent of the employee.

36.05 By appointment made in writing at least one (1) working day in advance, an employee may view her personnel file. Upon request, an employee shall be given a copy of requested documents from her file. The employee may be

required by the Employer to pay a reasonable fee to cover the cost of copying, which fee shall be established by the Employer.

ARTICLE 37: DISCIPLINE AND DISMISSAL

37.01 Except for the dismissal of an employee serving a probationary period, there shall be no dismissal or discipline except for just cause.

37.02 Unsatisfactory conduct by an employee which is not considered by the Employer to be serious enough to warrant suspension or dismissal may result in a written warning to the employee with a fax copy, where possible, to the Association office within two (2) working days and a copy of the original letter to the Association office within five (5) working days of the disciplinary action. The written warning shall indicate that it is disciplinary action.

37.03 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, may result in a written warning to the employee with a fax copy, where possible, to the Association office within two (2) working days and a copy of the original letter to the Association office within five (5) working days of the disciplinary action. The written warning shall indicate that it is disciplinary action. 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 act to restrict the Employer's right to take further action during said period should the employee's performance so warrant.

37.04 The procedures stated in Articles 37.02, 37.03 and 37.10 do not prevent immediate suspension or dismissal for just cause.

37.05 An employee who has been suspended or dismissed shall receive from the Employer, in writing, the reason(s) for suspension or dismissal, and a copy of the letter shall be sent to the Association within two (2) working days.

37.06 Any written documents pertaining to disciplinary action or dismissal shall be removed from the employee's file when such disciplinary action or dismissal has been grieved and determined to be unjustified.

37.07 An employee, who has been subject to disciplinary action, shall after two (2) years from the date the disciplinary measure was initiated, request in writing that her record be cleared of that disciplinary action. The Employer shall confirm in writing to the employee that such action has been effected.

37.08 An employee who is dismissed shall receive her termination entitlements at the time she leaves.

37.09 For purposes of this Article, a working day shall mean consecutive

calendar days exclusive of Saturdays, Sundays and Named Holidays specified in Article 22.

37.10 When circumstances permit, the Employer shall provide at least twenty-four (24) hours advance notice to an employee required to meet with the Employer for the purposes of issuing discipline. The employee may be accompanied by a representative of the Association at such meeting.

ARTICLE 38: RESIGNATION/TERMINATION

38.01 An employee shall provide to the Employer twenty-eight (28) calendar days notice, where possible, and shall, in any case, provide the Employer with fourteen (14) calendar days notice of her desire to terminate her employment.

38.02 If the required notice of termination is given, an employee who voluntarily leaves the employ of the Employer shall receive the wages and vacation pay to which she is entitled on the day on which she terminates her employment.

38.03 Vacation Pay on Termination

(a) If employment is terminated, and proper notice given, an employee shall receive vacation pay in lieu of:

(i) the unused vacation earned during the previous vacation year at her basic rate of pay, together with;

(ii) six percent (6%) if eligible for fifteen (15) working days, or eight percent (8%) if eligible for twenty (20) working days, or ten percent (10%) if eligible for twenty-five (25) working days, or twelve percent (12%) if eligible for thirty (30) working days of her earnings at the basic rate of pay from the end of the previous vacation year to the date of termination.

(b) Notwithstanding other provisions of this Collective Agreement, if employment is terminated by an employee without giving proper notice pursuant to Article 38.01, such employee shall receive vacation pay at the rate prescribed in the Employment Standards Code concerning vacations with pay provided that this clause may be waived if termination is due to cause which is acceptable to the Employer.

38.04 An employee shall be deemed to have terminated her employment when:

(a) she is absent from work without good and proper reason and/or the approval of the Employer; or

(b) she does not return from leave of absence or vacation as

scheduled; or

(c) she does not return from layoff as required, or upon the expiry of twelve (12) months following layoff during which time the employee has not been recalled to work.

38.05 If the required notice of termination is given, an exit interview with the Employer shall be granted at the employee's request prior to termination.

ARTICLE 39: JOB DESCRIPTIONS

39.01 Copies of job descriptions shall be on hand within the appropriate department(s) and shall be available to each employee upon request.

39.02 Upon request, the Employer will provide the Association with a copy of a job description for any classification in the bargaining unit provided that a request for a particular job description is not made more than once in a calendar year.

ARTICLE 40: JOB CLASSIFICATIONS

40.01 New Classifications

If the Employer creates a new classification which belongs in the bargaining unit and which is not now designated in this Collective Agreement, or if a new classification is included in the bargaining unit by the Labour Relations Board, the following provisions shall apply:

(a) The Employer shall establish a position title and a salary scale and give written notice of same to the Health Sciences Association of Alberta and the Provincial Health Authorities of Alberta.

(b) If the Association does not agree with the position title and/or the salary scale, representatives of the Employer and the Association, shall, within thirty (30) days of the creation of the new classification or the inclusion of a new classification in the bargaining unit, meet for the purpose of establishing a position title and salary scale for the new classification.

(c) Should the parties, through discussion and negotiation, agree in regard to a salary scale for the new classification the salary scale shall be retroactive to the date that the new classification was implemented.

(d) Should the parties through discussion and negotiation not be able to agree to a position title, it is understood that the Employer's decision in respect to the position title shall not be subject to the Grievance and Arbitration procedure contained in this Collective Agreement or in the Act.

(e) Should the parties not be able to agree, the Association may, within sixty (60) days of the date the new classification was created or included in the bargaining unit, refer the salary scale to Arbitration. Should the Association not refer the matter to Arbitration within the stated time limit, the final position of the Employer, as stated in negotiations, shall be implemented.

40.02 Classification Review

(a) An employee who has good reason to believe that she is improperly classified may apply to the Director of the Department to have her classification reviewed. The Director of the Department will give consideration to such application and notify the employee accordingly.

(b) Should the employee feel that she has not received proper consideration in regard to a classification review, she may request that the matter be further reviewed by discussion between the Association and the Employer.

(c) The Employer shall notify the Association of the Hospital's position within thirty (30) days of the matter being brought to him by the Association.

(d) (i) Where the decision of the Employer relates to an employee-initiated request for a change in classification, the Employer's decision shall not be subject to the Grievance Procedure and Arbitration.

(ii) Where the decision of the Employer relates to an Employer-initiated down-grading in classification, the affected employee shall be entitled to use the Grievance Procedure and Arbitration.

ARTICLE 41: EMPLOYEE-MANAGEMENT ADVISORY COMMITTEE

41.01 The parties to this Collective Agreement agree to establish an Employee-Management Advisory Committee(s) or the equivalent for promoting harmonious relationships and discussing topics of mutual concern between the employees and the Employer.

41.02 There shall be no loss of income for time spent by employees at meetings and in carrying out the functions of this Committee.

ARTICLE 42: OCCUPATIONAL HEALTH AND SAFETY

42.01 The parties to this Collective Agreement will cooperate to the fullest extent in the matter of occupational health, safety and accident prevention.

Required safety equipment and devices will be provided where necessary by the Employer.

42.02 The Health Care Facility shall establish a Health and Safety Committee which shall be composed of representatives of the Employer and at least one (1) employee representative of the Association and may include representatives of other employee groups. This Committee shall meet at least once a month.

42.03 The number of Employer representatives on the Committee shall not exceed the number of representatives from the Association and other employee groups. The Committee will, on an annual basis, discuss and determine the most effective means of chairing meetings.

42.04 The basic rate of pay shall be paid to an employee representative for time spent in attendance at a meeting of this Committee.

42.05 The Committee shall consider such matters as occupational health and safety.

42.06 The Health and Safety Committee shall also consider measures necessary to protect the security of each employee on the Employer's premises and may make recommendations to the Employer in that regard. Should the recommendations not be implemented and adequate steps taken towards implementation within two (2) months from the date the recommendation is made, the Health and Safety Committee may request and shall have the right to have their recommendations presented to the Health Authority/Board. The Authority/Board will reply in writing to the Health and Safety Committee within thirty (30) days of the receipt of the recommendation.

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

ARTICLE 43: PROTECTIVE CLOTHING

43.01 When an employee is required to wear protective clothing in the course of duty, it shall be the responsibility of the Employer to provide and launder such clothing.

ARTICLE 44: PART-TIME, TEMPORARY AND CASUAL EMPLOYEES

44.01 Except as modified by this Article, all provisions of this Collective Agreement apply to part-time, temporary and casual employees, except that casual employees shall not be entitled to benefits provided for in:

Article 9: Probationary Period

Article 11: Work Schedules and Shifts

Article 23: Sick Leave

Article 25: Employee Benefit Plans

Article 26: Pension Plan

Article 28: Seniority

Article 30: Layoff and Recall

Article 31: Technological Change

Article 33: Leaves of Absence

Article 37: Discipline and Dismissal

Article 38: Resignation/Termination

44.02 (a) A temporary full-time or temporary part-time employee shall be covered by the terms and conditions of this Collective Agreement, applicable to full-time or part-time employees as the case may be.

(b) At the time of hire, the Employer shall state in writing the expected term of employment.

(c) A temporary employee shall not have the right to grieve the termination of her employment when no longer required in that position or on completion of the expected term of the position nor placement pursuant to Article 29.04(b).

44.03 Hours of Work

(A) Amend Article 10.01 to read:

"Regular hours of work, exclusive of meal periods, shall be up to seven and three-quarter (7 3/4) hours in any day. The ratio of work days to non-work days shall not exceed 5:2 averaged over a period of not more than four (4) weeks. An average of two (2) days per week shall be scheduled as designated days of rest."

(B) Amend Article 10.02(a) by adding:

"Regular hours of work shall include, as scheduled by the Employer, one (1) rest period of fifteen (15) minutes in instances where the shift is less than seven and three-quarter (7 3/4) hours but more than three and three-quarter (3 3/4) hours."

(C) Amend Article 10.02 by adding:

"(d) A part-time employee may work additional shifts from time to time.

(e) Where a part-time employee volunteers or agrees, when requested, to work additional shifts, which are not designated as her scheduled days of rest, she shall be paid her basic rate of pay for such hours or, if applicable, at the overtime rate provided in Article 44.05(A) for those hours worked in excess of seven and three-quarter (7 3/4) hours in a day.

(f) An employee required by the Employer to work on her scheduled day(s) off will receive:

(i) one and one-half times (1 1/2X) her basic rate of pay for the first two (2) hours of overtime worked during the first (1st) such day and two times (2X) her basic rate of pay for overtime hours worked in excess of two (2) hours on such day; and

(ii) two times (2X) her basic rate of pay for hours worked during such second (2nd) and subsequent consecutive days worked.

This premium payment will cease and the employee's basic rate of pay will apply at the start of her next scheduled shift, or additional shift worked pursuant to Article 44.03(C)(e).

(g) At the time of hire or transfer, the Employer shall state in writing a specific number of hours per shift cycle which shall constitute the regular hours of work for each part-time employee. Such hours shall not be altered except by mutual agreement between the Employer and the employee or by the operation of the provisions of this Collective Agreement.

(h) In the event that a casual employee reports to work for a scheduled shift or a shift for which she has been called in for, and is not permitted to commence work, she shall be paid three (3) hours pay at the basic rate of pay."

44.04 Amend Article 11 (Work Schedules and Shifts) to read:

"11.01 An employee shall be aware that she may be required to

work various shifts throughout the twenty-four (24) hour day and the seven (7) days of the week. The first (1st) shift of the working day shall be the one wherein the majority of hours worked fall between twenty-four hundred (2400) and zero eight hundred (0800) hours.

11.02 Shift Scheduling Standards and Premiums for Non-compliance

(a) Except in cases of emergency or by mutual agreement between the Employer and the employee, shift schedules shall provide for:

(i) where possible one (1) weekend off in each two (2) week period but, in any event two (2) weekends off in each five (5) week period;

(ii) at least fifteen and one-half (15 1/2) hours off duty between the end of one shift and the commencement of the next shift.

(iii) not more than seven (7) consecutive scheduled days of work.

(b) Where the Employer is unable to provide for the provisions of Article 11.02(a)(i) or (ii), and an emergency has not occurred, nor has it been mutually agreed otherwise, the following conditions shall apply:

(i) Failure to provide both of the required two (2) weekends off duty in accordance with Article 11.02(a)(i), shall result in payment to each affected employee of one and one-half times (1 1/2X) her basic rate of pay for each of four (4) regular shifts worked during the five (5) week period.

Failure to provide one (1) of the required two (2) weekends off duty in accordance with Article 11.02(a)(i), shall result in payment to each affected employee of one and one-half times (1 1/2X) her basic rate of pay for each of two (2) regular shifts worked during the five (5) week period.

(ii) Failure to provide fifteen and one-half (15 1/2) hours off duty between the end

of one shift and the commencement of the next shift shall result in payment of one and one-half times (1 1/2X) the basic rate of pay for all hours worked on that next scheduled shift.

(c) For the purpose of this provision "weekend" shall mean a consecutive Saturday and Sunday assuring a minimum fifty-six (56) hours off duty.

(d) An employee required to rotate shifts shall be assigned day duty approximately one-third (1/3) of the time unless mutually agreed to by the Employer and employee provided that, in the event of an emergency or where unusual circumstances exist, the employee may be assigned to such shift as deemed necessary by the Employer.

11.03 Schedule Posting and Schedule Changes

(a) Unless otherwise agreed between the Employer and the Association shift schedules shall be posted twelve (12) weeks in advance. If a shift schedule is changed after being posted, the affected employees shall be provided with fourteen (14) calendar days notice of the new schedule. In the event that an employee's schedule is changed in the new shift schedule, and she is not provided with fourteen (14) calendar days notice, she shall be entitled to premium payment subject to the provisions of Article 11.03(b).

(b) (i) If, in the course of a posted schedule, the Employer changes the employees 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 on the first (1st) shift of the changed schedule unless fourteen (14) calendar days notice of such change has been given.

(ii) If, in the course of a posted schedule, the Employer changes the employees shift start time by two (2) hours or more, 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 on this shift unless fourteen (14) calendar days notice of such change has been given.

11.04 In the event that an employee reports for work as scheduled and is required by the Employer not to commence work but to return to duty at a later hour, she shall be compensated for that inconvenience by receiving two (2) hours pay at her basic rate of pay.

11.05 Should an employee report and commence work as scheduled and be required to cease work prior to completion of her scheduled shift and return to duty at a later hour, she shall receive her basic rate of pay for all hours worked with an addition of two (2) hours pay at her basic rate of pay for that inconvenience.

11.06 Employee Shift Trading

Employees may exchange shifts with the approval of the Employer provided no increase in cost is incurred by the Employer."

44.05 **Overtime**

(A) Amend Article 12.01 to read:

"All hours, authorized by the Employer and worked by:

- (i) a regular part-time employee in excess of the maximums specified in Article 44.03(A); or
- (ii) a casual employee in excess of seven and three-quarter (7 3/4) hours in a day or one hundred and fifty-five (155) hours worked in each consecutive and non-inclusive twenty-eight (28) calendar day period;

shall be paid for at one and one-half times (1 1/2X) the basic rate of pay for the first two (2) hours worked on a given day and two times (2X) the basic rate of pay for overtime hours worked thereafter on that day."

(B) Article 12.04 is null and void.

44.06 **On-Call Duty**

(A) Amend Article 13 by adding:

"13.11 In Health Care Facilities where departments provide service on a regular basis more than five (5) days a week, five (5) days in each consecutive seven (7) day period shall be deemed as work days for the purposes of paying the on-call rate to casual

employees."

44.07 Salaries

(A) Amend Article 14.02 to read:

"Notwithstanding the time periods stated for increment advancement in the Salaries Appendix, part-time, temporary and casual employees to whom these provisions apply shall be entitled to an increment on the satisfactory completion of two thousand and twenty-two point seven five (2,022.75) regular hours of work, and a further increment on the satisfactory completion of each period of one thousand eight hundred and twenty-nine (1,829) regular hours of work thereafter until the maximum rate is attained."

44.08 Vacation With Pay For Part-Time Employees

(A) Article 21.02 is amended to read:

Part-time Employees

Regular part-time employees shall earn vacation with pay calculated in hours in accordance with the following formula:

Hours worked as a regular employee as specified in Articles 44.03, 44.08(C) and 45.12(A)	X	The applicable percentage as outlined in (a) or (b) below	=	Number of hours of paid vacation time to be taken
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(a) For the period from May 21, 1997 to March 31, 1998:

(i) six percent (6%) during each of the first (1st) and second (2nd) years of continuous part-time employment; or

(ii) eight percent (8%) during each of the third (3rd) to fourteenth (14th) years of continuous part-time employment; or

(iii) ten percent (10%) during each of the fifteenth (15th) to twenty-fourth (24th) years of continuous part-time employment; or

(iv) twelve percent (12%) during each of the twenty-fifth (25th) and subsequent years of continuous part-time employment.

(b) Effective April 1, 1998:

(i) six percent (6%) during each of the first (1st) year of continuous part-time employment; or

(ii) eight percent (8%) during each of the second (2nd) to ninth (9th) years of continuous part-time employment; or

(iii) ten percent (10%) during each of the tenth (10th) to nineteenth (19th) years of continuous part-time employment; or

(iv) twelve percent (12%) during each of the twentieth (20th) and subsequent years of continuous part-time employment.

Vacation for Casual Employees

(B) Article 21.02 is amended to read:

"(a) Vacation Entitlement

A casual employee shall earn vacation entitlement as outlined below. Vacation leave will be deemed to have commenced on the first (1st) regularly scheduled work day absent on vacation leave, and continue on consecutive calendar days until return to duty.

(i) For the period from May 21, 1997 to March 31, 1998:

I. during the first (1st) and second (2nd) years of employment an employee is entitled to twenty-one (21) calendar days; or

II. during the third (3rd) to fourteenth (14th) years of employment an employee is entitled to twenty-eight (28) calendar days; or

III. during fifteenth (15th) to twenty-fourth (24th) years of employment an employee is entitled to thirty-five (35) calendar days; or

IV. during the twenty-fifth (25th) and subsequent years of employment an employee is entitled to forty-two (42) calendar days off.

(ii) Effective April 1, 1998:

I. during the first (1st) year of employment an employee is entitled to twenty-one (21) calendar days; or

II. during the second (2nd) to ninth (9th) years of employment an employee is entitled to twenty-eight (28) calendar days; or

III. during the tenth (10th) to nineteenth (19th) years of employment an employee is entitled to thirty-five (35) calendar days; or

IV. during the twentieth (20th) and subsequent years of employment an employee is entitled to forty-two (42) calendar days off.

(b) Vacation Pay

(i) During the period from May 21, 1997 to March 31, 1998, vacation pay shall be paid in accordance with the following:

I. during the first (1st) and second (2nd) years of employment six percent (6%) of her regular earnings as defined in (C) below; or

II. during the third (3rd) to fourteenth (14th) years of employment eight percent (8%) of her regular earnings as defined in (C) below; or

III. during the fifteenth (15th) to twenty-fourth (24th) years of employment ten percent (10%) of her regular earnings as defined in (C) below; or

IV. during the twenty-fifth (25th) and subsequent years of employment twelve percent (12%) of her regular earnings as defined in (C) below."

(ii) Effective April 1, 1998 vacation pay shall be paid in accordance with the following:

I. during the first (1st) year of employment six percent (6%) of her regular earnings as defined in (C) below; or

II. during the second (2nd) to nineteenth (9th) years of employment eight percent (8%) of her regular earnings as defined in (C) below; or

III. during the tenth (10th) to nineteenth (19th) years of employment ten percent (10%) of her regular earnings as defined in (C) below; or

IV. during the twentieth (20th) and subsequent years of employment twelve percent (12%) of her regular earnings as defined in (C) below."

(c) Article 21.06 is amended to read:

"Subject to the approval of the Employer, and

depending on the Employer's payroll and administrative systems, vacation pay entitlements may be received by an employee at various times of the year."

(C) Only those regularly scheduled hours and additional hours worked at the basic rate of pay and on a Named Holiday to a maximum of seven and three-quarter (7 3/4) hours and periods of sick leave with pay will be recognized as regular earnings for the purpose of determining vacation pay.

44.09 Named Holidays

(A) Article 22 is replaced in its entirety by the following:

(a) An employee to whom these provisions apply required to work on a Named Holiday, which are:

New Year's Day Labour Day

Alberta Family Day Thanksgiving Day

Good Friday Remembrance Day

Victoria Day Christmas Day

Canada Day Boxing Day

August Civic Day

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

(i) the Municipality in which the Health Care Facility is located;

(ii) the Province of Alberta; or

(iii) the Government of Canada;

shall be paid at one and one-half times (1 1/2X) her basic rate of pay for the first seven and three-quarter (7 3/4) hours worked on a Named Holiday and two times (2X) her basic rate of pay for time worked in excess of seven and three-quarter (7 3/4) hours.

(b) An employee to whom these provisions apply shall be paid, in addition to her basic rate of pay, four decimal six percent (4.6%) of her basic hourly rate of pay in lieu of the Named Holidays, and the Floater

Holiday.

44.10 Sick Leave

(A) Amend Article 23.02 to read:

"After an employee has worked five hundred and three and three-quarter (503 3/4) regular hours, she shall be allowed a credit for sick leave computed 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, pro-rated to the regularly scheduled hours she works each month. However, an employee shall not be entitled to apply sick leave credits prior to the completion of five hundred and three and three-quarter (503 3/4) regular hours worked."

(B) Amend Article 23.04 to read:

"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 days or hours thus paid, shall be deducted from her accumulated sick leave credit up to the total amount of her accumulated credit at the time the sick leave commenced."

44.11 Bereavement Leave

In calculating paid Bereavement Leave entitlement for part-time employees, the provisions of Article 33.04 shall apply only to regularly scheduled working days which fall during a ten (10) calendar day period, commencing with the date of death.

44.12 Change of Status

(a) A temporary or casual employee who transfers to regular full-time or regular part-time employment with the Employer shall be credited with the following entitlements earned during her period of employment, provided not more than six (6) months have elapsed since she last worked for the Employer:

(i) salary increments;

(ii) vacation entitlement; and

(iii) seniority in accordance with Article 28.01.

(b) A temporary employee shall also be credited with sick leave earned and not taken during her period of temporary employment.

44.13 Further to Article 9.01, part-time employees will have completed their

probationary period after one thousand seven and one-half (1007 1/2) hours or one (1) year of employment, whichever is the lesser.

ARTICLE 45: MODIFIED WORK DAY

45.01 Where the parties to this Collective Agreement agree to implement a system employing a modified work day, they shall evidence such agreement by signing a document indicating those positions to which the agreement applies and indicating the regular hours of work. The list of positions may be amended from time to time by agreement of the parties.

45.02 The Employer agrees to provide the Association with a list of all positions for which a modified work day was in effect on the date this Collective Agreement begins to operate.

45.03 Any agreement made pursuant to Article 45.01 may be terminated by either party to this Collective Agreement providing to the other party eight (8) weeks notice in writing of such intent.

45.04 The Employer and the Association acknowledge and confirm that, with the exception of those amendments hereinafter specifically detailed, when a modified work day is implemented, all other Articles of this Collective Agreement shall remain in full force and effect as agreed to between the parties.

45.05 Hours of Work

(A) Amend Article 10.01 to read:

"(a) Regular hours of work for full-time employees, exclusive of meal periods, shall:

(i) not exceed _____ consecutive hours per day, however, in no case shall they exceed eleven and three-quarter (11 3/4) consecutive hours per day;

(ii) be an average of seventy-seven and one-half (77 1/2) work hours in a fourteen (14) day period averaged over a period of not more than six (6) weeks;

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

(B) Meal Periods and Rest Periods

Amend Article 10.02 to read:

"(a) Regular hours of work shall include paid rest periods as scheduled by the Employer and shall exclude at least one (1) and not more than two (2) unpaid meal periods of not less than thirty (30) minutes.

(b) Total time in minutes of paid rest periods shall be calculated in the following manner:

length of shift X 0.5 X 60

7.75

(c) Availability During Meal Periods

Unless otherwise agreed to between the Employer and the employee, when an employee is required by the Employer to remain readily available for duty during her meal period, she shall be paid for the meal period at her basic rate of pay unless she is permitted to take compensating time off for the full meal period at a later time in the shift. Such paid meal period shall not be included in the calculation of regular hours of work.

(d) Working During Meal and Rest Periods

If an employee is required to work or is recalled to duty during her meal period or rest period, compensating time off for the full meal period or rest period shall be provided later in the shift, or she shall receive pay for the full meal period or rest period in accordance with the following:

(i) for a rest period, she shall be paid the applicable overtime rate instead of her basic rate of pay;

(ii) for a meal period that she is not required to be readily available pursuant to Article 10.02(b), she shall be paid at the applicable overtime rate;

(iii) for a meal period that she is required to be readily available pursuant to Article 10.02(b), she shall be paid the applicable overtime rate instead of her basic rate of pay."

45.06 Work Schedules and Shifts

(A) Amend Article 11.02(a) to read:

"(a) Except in cases of emergency or by mutual agreement between the Employer and the employee, shift schedules shall provide for:

(i) at least two (2) consecutive days of rest per week; and

(ii) two (2) weekends off in each four (4) week period. "Weekend" shall mean a consecutive Saturday and Sunday. The period of time off must be at least fifty-nine (59) hours; and

(iii) at least twenty-two and one-half (22 1/2) hours off duty at a shift changeover."

(B) Amend Article 11.02(b) to read:

"Where the Employer is unable to provide for the provisions of Article 45.06A(a)(i), (ii) or (iii), and an emergency has not occurred, nor has it been mutually agreed otherwise, the following conditions shall apply:

(i) failure to provide days off in accordance with Article 11.02(a)(i) shall result in the payment to each affected employee of one and one-half times (1 1/2X) her basic rate of pay for one (1) regular shift worked during the two (2) week period;

(ii) failure to provide both of the required two (2) weekends off duty in a four (4) week period, shall result in payment to each affected employee of one and one-half times (1 1/2X) her basic rate of pay for each of four (4) regular shifts worked during the four (4) week period;

failure to provide one (1) of the required two (2) weekends off duty in a four (4) week period shall result in payment to each affected employee of one and one-half times (1 1/2X) her basic rate of pay for each of two (2) regular shifts worked during the four (4) week period;

(iii) failure to provide twenty-two and one-half (22 1/2) hours off duty at a shift changeover shall result in

payment of one and one-half times (1 1/2X) the basic rate of pay for all hours worked on that next shift."

(C) Amend Article 11.02(d) to read:

"An employee required to rotate shifts shall be assigned day duty at least one-half (1/2) of the time unless mutually agreed to by the Employer and the employee, provided that in the event of an emergency or where unusual circumstances exist, an employee may be assigned to such shift as deemed necessary by the Employer.

For the purpose of applying this provision:

(i) scheduled days off shall not be considered as day duty, and

(ii) time off on vacation shall only be considered as day duty if day duty would have been worked by the employee according to the shift schedule save and except for the vacation."

45.07 Overtime

(A) Amend Article 12.01 to read:

"Overtime is all time authorized by the Employer and worked by an employee in excess of the regular daily hours specified in Article 45.05(A)(a)(i), or on scheduled days of rest."

(B) Amend Article 12.04(a) to read:

"(i) An employee whose regularly scheduled shift is greater than seven and three-quarter (7 3/4) hours and less than nine and three-quarter (9 3/4) hours shall be paid one and one-half times (1 1/2X) her basic rate of pay for all hours in excess of the regular scheduled shift up to nine and three-quarter (9 3/4) hours worked and two times (2X) the basic rate of pay thereafter;

(ii) An employee whose regularly scheduled shift exceeds nine and three-quarter (9 3/4) hours will be paid for all overtime worked in excess of the regular scheduled shift at two times (2X) the applicable basic rate of pay."

45.08 Vacation With Pay

(A) Amend Article 21.02 to read:

"Subject to Article 33.01(e), during each year of continuous service in the employ of the Employer, an employee shall earn vacation with pay in proportion to the number of months worked during the vacation year, to be taken the following vacation year except as provided for in Article 21.05. The rate at which vacation is earned shall be governed by the total length of such employment as follows:

(i) During the period from May 21, 1997 to March 31, 1998, vacation pay shall be paid in accordance with the following:

I. during each of the first (1st) and second (2nd) years of continuous full-time employment, an employee earns vacation on the basis of one hundred and sixteen point two five (116.25) hours at the basic rate of pay per year;

II. during each of the third (3rd) to fourteenth (14th) years of continuous full-time employment, an employee earns vacation on the basis of one hundred and fifty-five (155) hours at the basic rate of pay per year;

III. during each of the fifteenth (15th) to twenty-fourth (24th) years of continuous full-time employment, an employee earns a vacation on the basis of one hundred and ninety-three point seven five (193.75) hours at the basic rate of pay per year;

IV. during the twenty-fifth (25th) and subsequent years of continuous full-time employment, an employee earns a vacation on the basis of two hundred and thirty-two point five (232.5) hours at the basic rate of pay per year."

(ii) Effective April 1, 1998 vacation pay shall be paid in accordance with the following:

I. during each of the first (1st) year of continuous full-time employment, an employee earns vacation on the basis of one hundred and sixteen point two five (116.25) hours at the basic rate of pay per year;

II. during each of the second (2nd) to ninth (9th) years of continuous full-time employment, an employee earns vacation on the basis of one hundred and fifty-five (155) hours at the basic rate of pay per year;

III. during each of the tenth (10th) to nineteenth (19th) years of continuous full-time employment, an employee earns a vacation on the basis of one hundred and ninety-three point seven five (193.75) hours at the basic rate of pay per year;

IV. during the twentieth (20th) and subsequent years of continuous full-time employment, an employee earns a vacation on the basis of two hundred and thirty-two point five (232.5) hours at the basic rate of pay per year."

45.09 Named Holidays

(A) Amend Article 22.01 to read:

"Full-time employees shall be entitled to the eleven (11) Named Holidays and a Floater Holiday as specified in Article 22.01 and shall be paid for same at the basic rate of pay for seven and three-quarter (7 3/4) hours to a total of ninety-three (93) hours per annum."

(B) Amend Article 22.03 to read:

"An employee obliged in the course of duty to work on the first (1st) or second (2nd) shift of a Named Holiday listed in Article 22.01(a) shall be paid for all hours worked on the holiday at one and one-half times (1 1/2X) her basic rate of pay, plus:

- (a) seven and three-quarter (7 3/4) hours pay; or
- (b) an alternate day off at a mutually agreed time; or
- (c) by mutual agreement, a day added to her next annual vacation; or
- (d) failing mutual agreement within thirty (30) calendar days as to the option to be applied, it shall be deemed that pay of one (1) days pay at the basic rate of pay is

desired; and

(e) compensating time off for all overtime hours worked at her basic rate of pay.

Pay for alternate days off as provided for in (b) and (c) above shall be for seven and three-quarter (7 3/4) hours. For the purpose of payment under this Article, the Named Holiday shall be deemed to mean zero zero zero one (0001) hours to twenty-four hundred (2400) hours."

45.10 Sick Leave

(A) Amend Article 23.02 to read:

"After an employee has completed five hundred three and three-quarter (503 3/4) hours of work, 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 five hundred three and three-quarter (503 3/4) hours of work."

(B) Amend Article 23.04 to read:

"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 credits up to the total amount of the employee's accumulated credits at the time sick leave commenced."

(C) Amend Article 23.06 to read:

"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."

45.11 In calculating paid bereavement leave entitlement for employees subject to the modified work day, the provisions of Article 33.04 shall apply only to regularly scheduled working days which fall during a ten (10) calendar day period commencing with the date of death.

45.12 Part-Time, Temporary and Casual Employees

(A) Amend Article 44.03(A) to read:

"Hours of work for a regular part-time employee shall be as scheduled by the Employer but shall be less than for a full-time employee. They may be less than eleven and three-quarter (11 3/4) hours per day, and, in any event, shall be less than seventy-seven and one-half (77 1/2) work hours in a fourteen (14) day period averaged over a period of not more than six (6) weeks."

(B) Amend Article 44.03 (C) to read:

"Where a part-time employee volunteers or agrees, when requested, to work additional shifts, she shall be paid her basic rate of pay for such hours or, if applicable, at the overtime rate provided in Article 45.07 for those hours worked in excess of the regular daily hours specified in Article 45.05(A)(a)(i)."

(C) Amend Article 44.10 to read:

"A regular part-time employee shall accumulate sick leave entitlement on the basis of eleven point six two five (11.625) hours per month pro-rated to the regularly scheduled hours she works each month to a maximum of nine hundred thirty (930) hours."

(D) A temporary or casual employee who works an extended work day shift shall be paid one and one-half times (1 1/2X) her basic rate of pay for the first two (2) hours worked in excess of seven and three-quarter (7 3/4) hours and two times (2X) her basic rate of pay thereafter, except where she replaces an employee who is currently scheduled on the extended work day shift and who is absent for any reason, in which case, overtime shall be in accordance with Article 45.07.

45.13 The provisions of this Article replace and supercede all previous agreements dealing with modified hours of work between the Employer and the Association.

ARTICLE 46: GRIEVANCE PROCEDURE

46.01 Definition of Time Periods

(a) For the purpose of this Article and Article 47, periods of time referred to in days shall be deemed to mean such periods of time calculated on consecutive calendar days exclusive of Saturdays, Sundays and Named Holidays specified in Article 22.01(a).

(b) Time limits may be extended by mutual agreement, in writing, between the Association and the Employer.

46.02 Resolution of a Difference between an Employee and the Employer

(a) Formal Discussion

(i) If a difference arises between one or more employees and the Employer regarding the interpretation, application, operation or alleged contravention of this Collective Agreement, the employee(s) shall first seek to settle the difference through discussion with her/their immediate supervisor. If it is not resolved in this manner, it may become a grievance and be advanced to Step 1.

(ii) However, the mandatory formal discussion stage set out in Article 46.02(a)(i), may be bypassed when the employee has been given a letter of discipline pursuant to Article 37.

(iii) In the event that the difference is of a general nature affecting two (2) or more employees, the Employer and the Association may agree that the grievances shall be batched and dealt with as a group grievance commencing at Step 1.

(b) Step 1

The grievance shall be submitted, in writing, and signed by the employee, indicating the nature of the grievance, the clause or clauses claimed to have been violated, and the redress sought to the Director of the Department within ten (10) days of the act causing the grievance, or within ten (10) days of the time that the employee could reasonably have become aware that a violation of this Collective Agreement had occurred. The decision of the Director of the Department shall be made known to the employee and the Association within seven (7) days of receipt of the written statement of grievance.

(c) Step 2

Within seven (7) days of receipt of the decision of the Director of the Department, the grievance may be advanced to Step 2 by submitting to the Administrator, or her designate, a copy of the original grievance with a letter indicating that the grievance has not been resolved. Upon receipt of the grievance, a meeting, which may be arranged by either party, shall occur within ten (10) days of the date of the letter.

The Administrator, or her designate, shall render a decision, in writing, to be forwarded to the Association and the grievor within seven (7) days of the date of the meeting.

(d) Step 3

Should the grievance not be resolved at Step 2, the Association may elect to submit the grievance to Arbitration. In this case, the Association shall notify the Employer, in writing, within seven (7) days of the receipt of the decision of the Administrator, or her designate, that the Association wishes to proceed to Arbitration, and at the same time, the Association shall name its appointee to the Arbitration Board. By mutual agreement between the parties, in writing, a single Arbitrator may be appointed.

(e) Neither the employee nor a representative of the local unit of the Association who may attend a meeting with the Employer respecting a grievance shall suffer any loss of regular earnings calculated at the basic rate of pay for the time spent at such a meeting.

(f) An employee shall be entitled to have a member of the local unit Executive or any duly accredited officer employed by the Association present during any meeting pursuant to this grievance procedure.

(g) A dismissal grievance shall commence at Step 2.

(h) Time limits for filing of a dismissal grievance shall be as stated in Article 46.02(b).

46.03 Resolution of a Difference between the Association and the Employer

(a) Formal Discussion

In the event that a difference of a general nature arises regarding interpretation, application, operation or alleged contravention of this Collective Agreement, the Association shall first attempt to resolve the difference through discussion with the Department Director or with the Administrator, or her designate, of the Health Care Facility, as appropriate. If the difference is not resolved in this manner, it may become a policy grievance.

(b) Step 1

A policy grievance shall be submitted, in writing, to the Administrator, or her designate, and shall indicate the nature of the grievance, the clause or clauses claimed to have been violated, and the redress sought. Such grievance shall be submitted to the Administrator, or her designate, within twenty (20) days of the occurrence of the act causing the grievance or within twenty (20) days of the time that the Association could reasonably have become aware that a violation of this Collective Agreement had occurred.

Upon receipt of the grievance, a meeting, should it be necessary, may be arranged by either party. The meeting shall be held within ten (10) days of the receipt of the grievance unless mutually agreed otherwise. The decision of the Administrator, or her designate, shall be made known to the Association, in writing, within seven (7) days of the date of the meeting.

(c) Step 2

Should the Association elect to submit a policy grievance as defined herein for Arbitration, it shall notify the Employer, in writing, within seven (7) days of the receipt of the decision of the Administrator, or her designate, and name its appointee to an Arbitration Board at the same time. By mutual agreement, in writing, between the parties, a single Arbitrator may be appointed.

46.04 Default

(a) Should the grievor fail to comply with any time limit in this grievance procedure, the grievance will be considered conceded and shall be abandoned unless the parties to the difference have mutually agreed, in writing, to extend the time limit.

(b) Should the Employer fail to respond within the time limit set out in this grievance procedure, the grievance shall automatically move to the next step or be advanced to Arbitration on the day following the expiry of the particular time limit unless the parties have mutually agreed, in writing, to extend the time limit.

ARTICLE 47: GRIEVANCE ARBITRATION

47.01 Within seven (7) days following receipt of notification pursuant to Article 46.02(d) or 46.03(c) that a grievance has been referred to an Arbitration Board, the Employer shall advise the Association of its appointee to the Arbitration Board. The appointees shall, within seven (7) days, endeavor to select a mutually acceptable chairman of the Arbitration Board. If they fail to agree, the Minister of Labour shall be requested to appoint a Chairman, or a single arbitrator, pursuant to the Code.

47.02 The Arbitration Board or the single Arbitrator shall hold a hearing of the grievance to determine the difference and shall render an award in writing as soon as possible after the hearing. The Chairman of the Arbitration Board shall have authority to render an award with or without the concurrence of either of the other members. The award is final and binding upon the parties and upon any employee affected by it and is enforceable pursuant to the Code.

47.03 The award shall be governed by the terms of this Collective Agreement and shall not alter, amend or change the terms of this Collective Agreement; however, where a Board of Arbitration or an Arbitrator, by way of an award,

determines that an employee has been discharged or otherwise disciplined by an Employer for cause and the Collective Agreement does not contain a specific penalty for the infraction that is the subject matter of the Arbitration, the Arbitrator may substitute any penalty for the discharge or discipline that to her seems just and reasonable in all circumstances.

47.04 Each of the parties shall bear the expense of its appointee to the Arbitration Board. The fees and expenses of the Chairman or single Arbitrator shall be borne equally by the parties.

47.05 Any of the time limits herein contained in Arbitration proceedings may be extended if mutually agreed to in writing by the parties.

ARTICLE 48: COPIES OF COLLECTIVE AGREEMENT

48.01 The Employer shall provide a copy of the Collective Agreement to each new employee upon appointment.

48.02 The Collective Agreement shall be printed in pocket-size form by the Association, and the cost shall be shared equally between the parties.

LETTER OF UNDERSTANDING #1

BETWEEN

PROVINCIAL HEALTH AUTHORITIES OF ALBERTA

(hereinafter referred to as the PHAA)

- and -

HEALTH SCIENCES ASSOCIATION OF ALBERTA

(hereinafter referred to as the HSAA)

RE: CLASSIFICATION SPECIFICATIONS

1. Within ninety (90) calendar days from the date of signing of this Collective Agreement, the PHAA shall provide the HSAA with copies of those draft classification specifications listed in the Salary Appendix which the HSAA has not received in either draft or final form since January 1, 1991.
2. The HSAA shall have thirty (30) calendar days from the date of receipt of a classification specification to provide comments or suggested changes to such classification specification prior to its finalization.
3. In the event that the PHAA amends an existing classification specification, it shall provide a copy to the HSAA and the provisions of paragraph 2 above shall apply.
4. In the event that the PHAA develops classification specifications listed in a local condition within this Collective Agreement, the PHAA shall provide a copy of such specifications to the HSAA and the provisions of paragraph 2 shall apply.
5. The PHAA shall provide copies of classification specifications to HSAA once they are finalized.
6. The parties may mutually agree to extend the time limits outlined in paragraph 1 or 2 above.

ON BEHALF OF THE EMPLOYER ON BEHALF OF THE HEALTH SCIENCES

ASSOCIATION OF ALBERTA

DATE: DATE:

LETTER OF UNDERSTANDING #2

BETWEEN

PROVINCIAL HEALTH AUTHORITIES OF ALBERTA

(hereinafter referred to as the PHAA)

- and -

HEALTH SCIENCES ASSOCIATION OF ALBERTA

(hereinafter referred to as the HSAA)

RE: SUPPLEMENTARY HEALTH BENEFITS

The parties agree that the Employer may implement an Alberta Blue Cross Supplementary Health Benefits Plan, or equivalent, of the eighty percent (80%) reimbursement type (no deductible) for prescription drug coverage in place of the current prescription drug coverage within the Supplementary Health Benefits Plan. The Association shall be notified no later than three (3) months following the date of ratification of this Collective Agreement of the Employer's intention in regard to this Plan. All affected regular employees shall be notified no later than sixty (60) days prior to the implementation of the revised plan of any administrative or cost amendments resulting from the Employer's amendment of this Plan. The Association shall be advised of any premium rate changes, in accordance with Article 25.10(b).

ON BEHALF OF THE EMPLOYER ON BEHALF OF THE HEALTH SCIENCES
ASSOCIATION OF ALBERTA

DATE: DATE:

LETTER OF UNDERSTANDING #3

BETWEEN

PROVINCIAL HEALTH AUTHORITIES OF ALBERTA

(hereinafter referred to as the PHAA)

- and -

HEALTH SCIENCES ASSOCIATION OF ALBERTA

(hereinafter referred to as the HSAA)

RE: JOB SHARING

The employee or Employer may request a "job-share" arrangement. When a request for a "job-share" has been mutually agreed upon between the employees and the Employer, the terms and conditions shall be confirmed in a written agreement and signed by the Employer and the Association.

ON BEHALF OF THE EMPLOYER ON BEHALF OF THE HEALTH SCIENCES
ASSOCIATION OF ALBERTA

DATE: DATE:

LETTER OF UNDERSTANDING #4

BETWEEN

PROVINCIAL HEALTH AUTHORITIES OF ALBERTA

(hereinafter referred to as PHAA)

- and -

HEALTH SCIENCES ASSOCIATION OF ALBERTA

(hereinafter referred to as HSAA)

RE: JOINT BENEFIT REVIEW COMMITTEE

The Parties agree to the following:

1. In order to address changing needs of Employers and employees, the Parties will undertake a review of the employee benefits described in Article 25 of the Collective Agreement.

2. The review of benefits will give consideration to the following factors:

Cost Containment

Flexibility

Service

Competitiveness

3. Any other benefit issues that the parties agree to discuss may also be part of the discussions.

4. A Joint Committee will be established within ninety (90) days of the date of ratification and the parties will cooperate to the fullest extent to facilitate amendments to satisfy the concerns expressed in Item 2 or raised as part of Item 3.

The Joint Committee will have the authority to:

Develop principles, goals and objectives for the Committee and establish terms of reference,

Review, investigate and encourage discussions which result in improved understanding of all parties regarding health benefits,

Make recommendations to their respective principals on a without prejudice basis regarding current and future benefit requirements in terms of plan design, services, programs and structure.

ON BEHALF OF THE EMPLOYER ON BEHALF OF THE HEALTH SCIENCES
ASSOCIATION OF ALBERTA

DATE: DATE:

LETTER OF UNDERSTANDING #5

BETWEEN

PROVINCIAL HEALTH AUTHORITIES OF ALBERTA

(hereinafter referred to as PHAA)

-and-

HEALTH SCIENCES ASSOCIATION OF ALBERTA

(hereinafter referred to as HSAA)

RE: EXPEDITED MEDIATION AND ARBITRATION PROCESS

1. In the event of a dispute of a grievable nature, either party may refer the matter to expedited mediation/arbitration in accordance with the procedures set out in this Letter of Understanding.

The parties may agree at the onset of any grievance to utilize the expedited mediation/arbitration process. The parties shall utilize the expedited mediation/arbitration process for the following types of grievances:

(a) Dismissal grievances; and

(b) Grievances related to the application of Article 29.05.

2. (a) An alleged grievance to be pursued pursuant to Item 1 of this Letter of Understanding must be set out in writing by the employee, the Association or the Employer as required by Article 46.02 of the Collective Agreement. The written

grievance must outline the article of the agreement allegedly violated, details surrounding the grievance and the remedy requested.

(b) If the dispute initiated under Item 2(a) above is not settled to the satisfaction of the Grievor within ten (10) working days (exclusive of Saturdays, Sundays and Named Holidays), the matter may be referred to a Mediator for a final attempt at resolving the outstanding issues prior to arbitration.

3. The Parties shall agree upon a Mediator who is available and capable of meeting with the Parties within one (1) month from the filing of the grievance.

4. If the dispute is not resolved after the mediation, the matter may then be referred to a Sole Arbitrator or Arbitration Panel within thirty (30) days from the last meeting with the Mediator.

The Parties shall agree upon a Sole Arbitrator or Arbitration Panel who is available and capable of meeting with the Parties and rendering a decision within three (3) months of the appointment.

5. Failure by the Parties to agree upon a Mediator, Sole Arbitrator or Arbitration Panel pursuant to items 3 and 4 above, shall result in the dispute reverting to Article 46.02 of the Collective Agreement for resolution.

6. Written reasons for the decision shall be issued only to the extent the Sole Arbitrator or Arbitration Panel deems necessary to convey the decision.

7. All relevant provisions of Article 46 (Grievance Procedure) and Article 47 (Grievance Arbitration), except as modified by this Letter of Understanding shall continue to apply when utilizing expedited mediation/arbitration.

8. This Letter of Understanding is in force and effect pursuant to Article 1.01 of this Collective Agreement.

ON BEHALF OF THE EMPLOYER ON BEHALF OF THE HEALTH SCIENCES
ASSOCIATION OF ALBERTA

DATE: DATE:

LETTER OF UNDERSTANDING #6

BETWEEN

PROVINCIAL HEALTH AUTHORITIES OF ALBERTA

(hereinafter referred to as PHAA)

-and-

HEALTH SCIENCES ASSOCIATION OF ALBERTA

(hereinafter referred to as HSAA)

RE: REGIONALIZATION

The Parties agree to continue discussions on Regionalization provisions at the local level in those Health Authorities where there are multi-site certifications.

If the Parties fail to reach agreement within one hundred and twenty (120) days from the date of ratification of this Collective Agreement, then Regionalization provisions will revert to the current Collective Agreement language.

ON BEHALF OF THE EMPLOYER ON BEHALF OF THE HEALTH SCIENCES
ASSOCIATION OF ALBERTA

DATE: DATE:

LETTER OF UNDERSTANDING #7

BETWEEN

PROVINCIAL HEALTH AUTHORITIES OF ALBERTA

(hereinafter referred to as PHAA)

-and-

HEALTH SCIENCES ASSOCIATION OF ALBERTA

(hereinafter referred to as HSAA)

RE: ARTICLE 28.01: SENIORITY

The Parties hereby agree that, notwithstanding Article 28.01(a):

1. For employees employed as at March 3, 1997 and covered by the Collective Agreement between the Provincial Health Authorities of Alberta and the Health Sciences Association of Alberta (Paramedical Professional) which expired on May 20, 1997, their seniority with the Employer shall be as calculated in accordance with Letter of Understanding #4 of that Collective Agreement Re: Seniority Transitional Issues.

2. For employees employed as at March 27, 1997 and covered by the Collective Agreement between the Calgary Regional Health Authority and Carewest and the Health Sciences Association of Alberta (Paramedical Professional) which expired on June 5, 1997, their seniority with the Employer shall be as calculated in accordance with Letter of Understanding #5 of that Collective Agreement Re: Seniority.

ON BEHALF OF THE EMPLOYER ON BEHALF OF THE HEALTH SCIENCES

ASSOCIATION OF ALBERTA

DATE: DATE:

SALARIES APPENDIX**PARAMEDICAL PROFESSIONAL**

Pay		-	-	-	-	-	-	-
<u>Grade</u>	<u>Classification</u>	<u>Step 1</u>	<u>Step 2</u>	<u>Step 3</u>	<u>Step 4</u>	<u>Step 5</u>	<u>Step 6</u>	<u>Step 7</u>
1.	Psychologist II							
	May 21/97	24.97	25.90	26.82	27.81	28.80	29.86	30.94
	April 1/98	25.82	26.78	27.73	28.75	29.77	30.87	31.99
	April 1/99	26.59	27.58	28.56	29.61	30.67	31.80	32.95
2.	Pharmacist II							
	Laboratory Scientist III							
	Infection Control Epidemiologist							
	May 21/97	22.70	23.53	24.41	25.30	26.23	27.19	28.18

April 1/98	23.48	24.33	25.24	26.16	27.12	28.11	29.14
April 1/99	24.18	25.06	26.00	26.95	27.94	28.96	30.01

3. Family Counsellor
Laboratory Scientist II
Occupational Therapist III
Physical Therapist III
Pharmacist I
Psychologist I
Social Worker III
Speech Pathologist II
Audiologist

May 21/97	20.68	21.44	22.21	23.05	23.89	24.73	25.64
April 1/98	21.39	22.17	22.97	23.83	24.70	25.58	26.52
April 1/99	22.03	22.84	23.65	24.55	25.44	26.34	27.31

4. Certified Prosthetist
Certified Orthotist

May 21/97	20.35	21.10	21.89	22.67	23.53	24.39	25.28
April 1/98	21.04	21.82	22.63	23.45	24.33	25.22	26.14
April 1/99	21.67	22.47	23.31	24.15	25.06	25.98	26.92

5. Dietitian II
Home Service Therapist
Occupational Therapist II
Physical Therapist II

May 21/97	19.60	20.34	21.05	21.84	22.62	23.46	24.31
April 1/98	20.27	21.03	21.76	22.58	23.39	24.26	25.14
April 1/99	20.88	21.66	22.42	23.26	24.10	24.99	25.89

6.	Dietitian I							
	Recreational Therapist II							
	May 21/97	18.83	19.52	20.28	21.00	21.75	22.57	23.36
	April 1/98	19.47	20.19	20.97	21.71	22.48	23.34	24.16
	April 1/99	20.05	20.79	21.60	22.36	23.16	24.04	24.88

Pay	-	-	-	-	-	-	-	-
<u>Grade</u>	<u>Step 1</u>	<u>Step 2</u>	<u>Step 3</u>	<u>Step 4</u>	<u>Step 5</u>	<u>Step 6</u>	<u>Step 7</u>	

7.	Laboratory Scientist I							
	Occupational Therapist I							
	Physical Therapist I							
	Social Worker II							
	Speech Pathologist I							
	May 21/97	18.37	19.02	19.75	20.46	21.21	22.00	22.83
	April 1/98	19.00	19.66	20.42	21.16	21.93	22.75	23.60
	April 1/99	19.57	20.25	21.03	21.79	22.59	23.43	24.31

8.	Child Life Specialist							
	Kinesiologist							
	Music Therapist							
	Recreational Therapist I							
	May 21/97	17.83	18.48	19.15	19.88	20.61	21.34	22.14
	April 1/98	18.43	19.11	19.80	20.55	21.31	22.07	22.89
	April 1/99	18.99	19.68	20.39	21.17	21.95	22.73	23.58

9.	Psychology Assistant I							
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May 21/97	16.92	17.50	18.13	18.77	19.43	20.14	20.85
April 1/98	17.49	18.10	18.75	19.40	20.09	20.82	21.56
April 1/99	18.02	18.64	19.31	19.99	20.70	21.45	22.20

10. Social Worker I

May 21/97	15.61	16.17	16.79	17.39	18.05	18.70	19.37
April 1/98	16.15	16.72	17.36	17.98	18.66	19.33	20.03
April 1/99	16.63	17.22	17.88	18.52	19.22	19.91	20.63

ADDENDUM #1

LOCAL CONDITIONS APPLICABLE TO THE

PALLISER HEALTH AUTHORITY

ITEM 1: MEDICINE HAT REGIONAL HOSPITAL - DIETETIC INTERNS

1.1 The above named Parties hereby recognize that students currently enrolled in the Dietetic Internship Program offered by the Employer, and agree that the following terms and conditions shall apply.

1.1.1 Scheduled Hours

Normal scheduled hours shall be:

(a) seven and three-quarter (7 3/4) hours per day, and

(b) an average of seventy-seven and one-half (77 1/2) hours in a fourteen (14) day period.

1.1.2 Sick Leave

Interns shall be entitled to a credit for sick leave at the rate of one and one-half (1 1/2) days for each full calendar month of the internship program.

1.1.3 Annual Vacation

Interns shall be entitled to paid vacation calculated on the basis of fifteen (15) working days in each internship year.

1.1.4 Named Holidays

Interns shall be entitled to a day off on/or for the Named Holidays specified in Article 22.01.

1.1.5 Insurance

Interns shall be provided Basic Group Life and Accidental Death and Dismemberment insurance in the amount of two thousand five hundred dollars (\$2,500.00), at no cost to the interns.

1.1.6 Monthly Stipend

Interns shall receive a monthly stipend of nine hundred and thirty-eight dollars and eighty-nine cents (\$938.89) for each month of enrollment in the internship program.

The above named Parties also agree that, but for the foregoing, the Employer reserves all other rights as per Article 3 of the Collective Agreement.

ADDENDUM #2

LOCAL CONDITIONS APPLICABLE TO

THE BETHANY NURSING HOME OF CAMROSE, ALBERTA

(AT THE ROSEHAVEN CARE CENTRE)

ITEM 1: TERMS AND CONDITIONS APPLICABLE TO EMPLOYEES PERFORMING OUTREACH DUTIES

The Parties hereby agree to amend the terms and conditions of this Collective Agreement as they apply to employees performing outreach duties.

2.1.1 Article 2: Definitions

Amend Article 2 to include the following definition:

Outreach duties include responsibility for:

patient and family assessment

liaison between the Institution and the community

resource coordination

education in the community

public relations in the community.

2.1.2 Article 10: Hours of Work

10.01 Article 10 is to be amended as follows:

It is understood and agreed between the parties that hours of work for performing outreach duties shall be flexible. In accordance with the foregoing, the following shall apply:

(a) hours of work shall be seven and three-quarter (7 3/4) hours per day or thirty-eight point seven five (38.75) hours per week averaged over one (1) four (4) week cycle of the shift schedule.

(b) time spent in travel between the institute and the assigned place of work shall be paid at the basic rate of pay and shall not be included in any calculation of eligibility for overtime or of overtime pay.

(c) time off duty at a remote location (e.g. overnight lodging) shall not be considered to be time worked.

2.1.3 Article 12: Overtime

Amend Article 12.01 as follows:

12.01 Overtime is all time worked by an employee in excess of thirty-eight point seven five (38.75) hours per week averaged over a four (4) week cycle of the shift schedule, or on days of rest as specified in Article 11 of the Collective Agreement.

2.1.4 Article 20: Travel Epxneses

Add to Article 20:

20.05 Reimbursement for travel expenses shall be paid on a monthly basis in cheques made out to the employee which are separate from her regular pay cheque.

ADDENDUM #3

LOCAL CONDITIONS APPLICABLE TO THE

NORTHERN LIGHTS REGIONAL HEALTH AUTHORITY

ITEM 1: MENTAL HEALTH REHABILITATION COUNSELLOR CLASSIFICATION

3.1.1 The following classifications and salary scales shall be included in the Salaries

Appendix:

Pay Start After After After After After After After

Grade Classification Rate 1 Yr. 2 Yrs. 3 Yrs. 4 Yrs. 5 Yrs. 6Yrs. 7 Yrs.

9. Mental Health Rehabilitation Counsellor

May 21, 1997 16.92 17.50 18.13 18.77 19.43 20.14 20.85 21.57

April 1, 1998 17.49 18.10 18.75 19.40 20.09 20.82 21.56 22.31

April 1, 1999 18.02 18.64 19.31 19.99 20.70 21.45 22.20 22.98

ITEM 2: HEALTH INSPECTORS

3.2.1 The following classifications and salary scales shall be included in the Salaries Appendix:

Pay Start After After After After After After After

Grade Classification Rate 1 Yr. 2 Yrs. 3 Yrs. 4 Yrs. 5 Yrs. 6 Yrs. 7 Yrs.

5.5 Health Inspector

May 21, 1997 19.41 20.23 21.09 21.98 22.90 23.85 24.86 25.46

April 1, 1998 20.07 20.92 21.81 22.72 23.68 24.66 25.70 26.33

April 1, 1999 20.67 21.55 22.46 23.41 24.39 25.40 26.47 27.12

3.2.2 For Health Inspectors, Article 10.01 is amended as follows:

"Regular hours of work for a full-time Health Inspector, exclusive of meal periods, shall be:

(a) seven and three-quarter (7 3/4) work hours per day,

(b) five (5) shifts in one (1) week cycle, and

(c) the normal work day shall commence at zero eight fifteen (0815) hours until sixteen hundred and thirty (1630) hours.

3.2.3 For Health Inspectors, Article 16.01(a) and (b) is amended as follows:

Effective May 21, 1997 to March 31, 1998:

"(a) A shift differential of one dollar (\$1.00) per hour shall be paid to Health Inspectors:

(i) working a shift, wherein the majority of the hours of such shift falls within the period from sixteen hundred and thirty (1630) hours to zero seven hundred (0700) hours, or

(ii) for each regularly scheduled hour worked between sixteen hundred and thirty (1630) hours to zero seven hundred (0700) hours provided that greater than two (2) hours are worked between sixteen hundred and thirty (1630) hours to zero seven hundred (0700) hours."

Effective April 1, 1998:

(b) A shift differential of one dollar and fifty cents (\$1.50) per hour shall be paid to Health Inspectors:

(i) working a shift, wherein the majority of the hours of such shift falls within the period from sixteen hundred and thirty (1630) hours to zero seven hundred (0700) hours, or

(ii) for each regularly scheduled hour worked between sixteen hundred and thirty (1630) hours to zero seven hundred (0700) hours provided that greater than two (2) hours are worked between sixteen hundred and thirty (1630) hours and zero seven hundred (0700) hours.

ITEM 3: SPEECH LANGUAGE PATHOLOGISTS AND CHILD DEVELOPMENT EDUCATOR II

3.3.1 The following salary scale and other specified conditions of employment for the classifications specified shall apply:

Pay Start After After After After After After After

Grade Classification Rate 1 Yr. 2 Yrs. 3 Yrs. 4 Yrs. 5 Yrs. 6 Yrs. 7 Yrs.

Speech Language Pathologist

Child Development Educator II

May 21, 1997	19.71	20.54	21.41	22.30	23.24	24.21	25.24	25.84
April 1, 1998	20.38	21.24	22.14	23.06	24.03	25.03	26.10	26.71
April 1, 1999	20.99	21.88	22.80	23.75	24.75	25.78	26.88	27.52

Speech Language Pathologist II

May 21, 1997 21.37 22.26 23.19 24.18 25.18 26.24 27.34 27.93

April 1, 1998 22.10 23.02 23.98 25.00 26.04 27.13 28.27 28.88

April 1, 1999 22.76 23.71 24.70 25.75 26.82 27.95 29.12 29.74

3.3.2 Conditions of employment other than hours of work and salary would be as per the Collective Agreement for employees hired on or after May 13, 1997.

3.3.3 For employees employed in the above classifications as at May 13, 1997 other conditions would be handled as follows:

(a) Vacation Accruals and Entitlements would remain at current rates but would graduate to the next vacation increment based on the Collective Agreement and the individual(s) years of service.

(b) Sick Leave: All employees are currently eligible for up to one hundred and thirty (130) days maximum per year. When their individual banks deplete below that maximum they will revert to the one hundred and twenty (120) day maximum specified in the Collective Agreement.

(c) Seniority: Article 28.01(b) shall be amended to read:

"For casual employees whose status changes to regular or temporary, or someone subsequently determined by the Labour Relations Board or agreed to by the Parties as being in the bargaining unit, the "seniority date" shall be established by dividing their contiguous hours worked with the Employer by one thousand eight hundred and twenty-seven (1,827)."

(d) Group Health Plans: Each existing employee currently enrolled in the previous Health Unit Benefit Plans will be given the option of transferring to the benefit plan as described in Article 25 of this Collective Agreement. Premium cost-sharing shall be in accordance with Article 25.03 of the Collective Agreement. Article 25 shall apply to employees employed after May 13, 1997. Anyone remaining enrolled in the Health Unit Plan who later opts out and would wish to re-enroll in such benefits, would be covered by the terms of Article 25 of this Collective Agreement.

(e) Hours of Work:

A. Normal hours of work will fall between zero seven hundred (0700) and twenty hundred (2000) hours, Monday through Friday.

B. Normal hours worked in a given week will not exceed forty (40) hours.

C. Any hours worked in excess of the normal work week of the position are to be taken off as time in lieu at a mutually agreeable time/date as agreed between the employee and the Director within a five (5) week cycle. This time in lieu cannot be accrued to exceed one (1) working day, unless otherwise mutually agreed between the employee and their Supervisor.

D. Employees may leave at the end of their normal shift and return to conduct scheduled evening sessions, to an average of one (1) per week.

E. Returning for normally scheduled evening sessions does not constitute an on-call situation.

F. Any hours worked prior to zero seven hundred (0700) hours or after twenty hundred (2000) hours or after the normal shift schedule (i.e. sixteen hundred (1600) hours) not previously

scheduled as an evening session, constitutes overtime hours and will be treated accordingly.

G. This flex-time arrangement does not constitute nor will it be governed by the clauses of the Collective Agreement applying to an extended work day.

H. This Item will apply to those employees employed in the affected classifications (Speech Language Pathologists and Child Development Educator II).

I. Either party may, on written notice of forty-five (45) days to the other party, terminate this Agreement.

3.3.4 All other matters covered by the Collective Agreement and specified herein remain as per the Collective Agreement.

ITEM 4: SPEECH LANGUAGE PATHOLOGISTS ASSIGNED PRIMARILY TO SCHOOL SERVICES

3.4.1 This amendment applies to those Speech Language Pathologists assigned to primarily school services:

(a) The scheduled hours for the affected employees will fall during the school calendar year (i.e. September to June inclusive).

(b) The positions involved reflect point eight (.8) of a full-time equivalent based on the current one thousand eight hundred and twenty-seven (1,827) hours per year. This equals one thousand four hundred and sixty-one decimal six zero (1,461.60) hours per year.

(c) The affected employees shall be required to use their vacation or unpaid leave of absence during the scheduled school closures (i.e. Christmas Break and Spring Break). The Christmas and Spring Breaks and three (3) days for Teachers' Convention are included in the calculation of each full-time equivalency.

(d) Any remaining vacation entitlement in a given vacation year that exists beyond the school breaks in that vacation year shall be paid out at the end of June of each year.

(e) In the event the affected employees work for gain during the Summer Break period, they must first advise the Employer accordingly, and must be prepared to waive all benefits while working for gain.

(f) Employees requesting to maintain their benefits during July and August of a given year, must pay one hundred percent (100%) of the required premiums.

ADDENDUM #4

LOCAL CONDITIONS APPLICABLE TO THE

PROVINCIAL MENTAL HEALTH ADVISORY BOARD

ITEM 1: ALBERTA HOSPITAL PONOKA CLASSIFICATIONS

4.1.1 The following classification and salary scales shall be included in the Salaries Appendix:

Pay Start After After After After After After After**Grade Classification Rate 1 Yr. 2 Yrs. 3 Yrs. 4 Yrs. 5 Yrs. 6 Yrs. 7 Yrs.****8. Psychology Assistant II**

May 21, 1997 17.83 18.48 19.15 19.88 20.61 21.34 22.14 22.91

April 1, 1998 18.43 19.11 19.80 20.55 21.31 22.07 22.89 23.69

April 1, 1999 18.99 19.68 20.39 21.17 21.95 22.73 23.58 24.40

10. Patient Employment Officer

May 21, 1997 15.61 16.17 16.79 17.39 18.05 18.70 19.37 20.05

April 1, 1998 16.15 16.72 17.36 17.98 18.66 19.33 20.03 20.73

April 1, 1999 16.63 17.22 17.88 18.52 19.22 19.91 20.63 21.35

11. Rehabilitation Practitioner**Supervisor, Rehabilitation Workshop**

May 21, 1997 15.13 15.71 16.26 16.87 17.48 18.14 18.81 19.46

April 1, 1998 15.64 16.24 16.81 17.44 18.08 18.76 19.45 20.12

April 1, 1999 16.11 16.73 17.32 17.96 18.62 19.32 20.03 20.73

ITEM 2: ALBERTA HOSPITAL EDMONTON CLASSIFICATIONS

4.2.1 The following classifications and salary scales shall be included in the Salaries

Appendix:

Pay Start After After After After After After After**Grade Classification Rate 1 Yr. 2 Yrs. 3 Yrs. 4 Yrs. 5 Yrs. 6 Yrs. 7 Yrs.**

5. Counsellor III

May 21, 1997 19.60 20.34 21.05 21.84 22.62 23.46 24.31 25.17

April 1, 1998 20.27 21.03 21.76 22.58 23.39 24.26 25.14 26.02

April 1, 1999 20.88 21.66 22.42 23.26 24.10 24.99 25.89 26.81

7. Counsellor II

May 21, 1997 18.37 19.02 19.75 20.46 21.21 22.00 22.83 23.62

April 1, 1998 19.00 19.66 20.42 21.16 21.93 22.75 23.60 24.43

April 1, 1999 19.57 20.25 21.03 21.79 22.59 23.43 24.31 25.16

8. Home Economist

Psychology Assistant II

May 21, 1997 17.83 18.48 19.15 19.88 20.61 21.34 22.14 22.91

April 1, 1998 18.43 19.11 19.80 20.55 21.31 22.07 22.89 23.69

April 1, 1999 18.99 19.68 20.39 21.17 21.95 22.73 23.58 24.40

9A. Assessment/Behavioral Technician

May 21, 1997 16.92 17.50 18.12 18.76 19.43 20.13 20.85 21.51

April 1, 1998 17.49 18.09 18.74 19.40 20.09 20.82 21.56 22.24

April 1, 1999 18.02 18.63 19.30 19.98 20.69 21.44 22.20 22.91

10. Counsellor I

May 21, 1997 15.61 16.17 16.79 17.39 18.05 18.70 19.37 20.05

April 1, 1998 16.15 16.72 17.36 17.98 18.66 19.33 20.03 20.73

April 1, 1999 16.63 17.22 17.88 18.52 19.22 19.91 20.63 21.35

ITEM 3: ALBERTA HOSPITAL PONOKA AND ALBERTA HOSPITAL EDMONTON - GENERAL

4.3.1 Article 23.11 is null and void and the following substituted:

"If an employee is ill at work or 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, and provided such absence does not exceed two and one-half (2 1/2) hours during one (1) work day, such absence shall be neither charged against her sick leave entitlement, nor shall a deduction in pay be made in the day in which she became ill or attended the appointment. Absences in excess of two and one-half (2 1/2) hours shall be charged against accumulated sick leave. Employees may be required to submit satisfactory proof of appointments."

4.3.2 Article 20 is null and void and the following substituted:

"The Employer will provide a copy of its policy respecting Travel and Subsistence to the Association and keep the Association informed of any change to this policy."

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

ON BEHALF OF THE EMPLOYER ON BEHALF OF THE ASSOCIATION

DATE: DATE:

**HSAA (PROFESSIONAL) FACILITIES
COLLECTIVE AGREEMENT LIST**

Chinook Health Region

Chinook Regional Health Authority

St. Michael's Health Centre, Lethbridge

Palliser Health Authority

Medicine Hat General and Auxiliary Hospital & Nursing Home District No. 69

Calgary Regional Health Authority

Calgary Regional Health Authority

East Central Regional Health Authority 7

Bethany Nursing Home of Camrose, Alberta (at Rosehaven Care Centre)

Wainwright General and Auxiliary Hospital and Nursing Home District No. 17

Aspen Regional Health Authority #11

Mayerthorpe Healthcare Centre

Lakeland Regional Health Authority

St. Joseph's General Hospital, Vegreville

Mistahia Health Region

Grande Prairie General and Auxiliary Hospital and Nursing Home District No. 14

Northern Lights Regional Health Services

Fort McMurray General and Auxiliary Hospital and Nursing Home District No. 99

Provincial Mental Health Advisory Board

Alberta Hospital Edmonton

Alberta Hospital Ponoka

