

SUBSIDIARY AGREEMENT #009

BETWEEN

THE

GOVERNMENT OF THE PROVINCE OF ALBERTA

AND

THE

ALBERTA UNION OF PROVINCIAL EMPLOYEES

REPRESENTING

HEALTH AND THERAPY
AND
INSTITUTIONAL AND PATIENT SUPPORT SERVICES

MARCH 31, 1998

ALPHABETICAL INDEX

<u>Article</u> <u>No.</u>		<u>Page</u>
9	cashier Policy	4
2	Effective Date	1
4	Hours of Work	2
	Letter of Understanding	21
	Letter of Understanding - Employee Relations Committee	22
	Letter of Understanding - Mitigating Shortfall of Annual Hours of Work	23
8	Long Service Increment	3
7	Medical Examinations	3
5	Overtime	2
1	Preamble	1
3	Probationary Period	1
6	Protective Clothing	2
	Schedule "A" - Effective September 1, 1997	7
	Schedule "B" - Effective September 1, 1997	8
	Schedule "B" - Effective September 1, 1998	10
	Schedule "C" - Effective September 1, 1997	12
	Schedule "D" - Grid #1 - Effective September 1, 1997	13
	Schedule "D" - Grid #1 - Effective September 1, 1998	17
	Schedule "D" - Grid #2 - Effective September 1, 1997	15
	Schedule "D" - Grid #2 - Effective September 1, 1998	19
10	Shift Schedule for Continuous Operations	5
11	Weekend Premium	6

ARTICLE 1

PREAMBLE

- 1.01 This Agreement is subsidiary to the Master Agreement and the terms and conditions of the Master Agreement shall have the same force and effect in this Agreement as if they were included herein, except where specifically altered by this Agreement pursuant to Clause 3.01 of the Master Agreement.
- 1.02 In the event there is a conflict, other than an exception pursuant to Clause 3.01 of the Master Agreement, between this Agreement and the Master Agreement, the Master Agreement shall prevail.
- 1.03 The purpose of this Agreement is to set forth the specific terms and conditions of employment, and rates of compensation for those classes assigned by the Parties to Schedule "A" and Schedule "C" of the Health and Therapy and Institutional and Patient Support Services subsidiary agreement.

ARTICLE 2

EFFECTIVE DATE

- 2.01 This Agreement shall be effective from the beginning of the month following the date of signing and shall continue in force from year to year thereafter until a replacement Agreement is established under the Public Service Employee Relations Act. However, the regular rates of pay as outlined in Schedules "A" and "C" (Assignment of Classes to Pay Grades) and Schedules "B" and "D" (Salary Grids) shall be effective on the dates as set out in the Schedules.

ARTICLE

PROBATIONARY PERIOD

- 3.01 Pursuant to Article 27 of the Master Agreement, the probationary period for all classifications covered by this Agreement shall be six (6) months.
- 3.02 Pursuant to Article 27 of the Master Agreement, a temporary Employee who has not completed the probationary period specified in Article 3.01 above and is appointed to a permanent position at the same class shall have such continuous temporary employment considered as part of the probationary period.

- 6.04 Where the Deputy Head determines that safety footwear should be provided, the Employer shall either provide the actual safety footwear or pay to each such eligible Employee the cost of such footwear up to a maximum of ninety dollars (~~\$90.00~~) per annum.

ARTICLE 7

MEDICAL EXAMINATIONS

- 7.01 Where the Employing Department requires an Employee to undergo periodic compulsory medical examinations, the cost of such examination shall be paid by the Employing Department. This Article does not apply to proof of illness as required under Article 33 of the Master Agreement.

ARTICLE 8

LONG SERVICE INCREMENT

- 8.01 An Employee shall be eligible for the long service increment (L.S.I.) provided he:
- (a) has completed seven (7) years of current continuous service; and
 - (b) has been paid at the maximum salary of his classification during the immediately preceding period of two (2) years; and
 - (c) is recommended for the increase by his Deputy Head.
- 8.02 An Employee who meets the provisions of Clause 8.01 shall be eligible for the L.S.I. effective from the 1st day of the following month.
- 8.03 An Employee who has qualified for L.S.I. pursuant to Clause 8.01 in a classification during his current period of employment, shall not be required to re-qualify with respect to Sub-clause 8.01(b), when placed in another classification. The L.S.I. period of the new classification shall in these circumstances be considered the maximum salary in his new pay range.

ARTICLE 10

SHIFT SCHEDULE FOR CONTINUOUS OPERATIONS

- 10.01 The first shift of the day shall be the shift wherein the majority of hours fall between 00:00 and 08:00 hours.
- 10.02 The work week shall commence at 00:00 hours on Sun&y.
- 10.03 Employees may, in the course of their regular duties, be required to work various shifts throughout the twenty-four (24) hour period of the day and the seven (7) day period of the week.
- 10.04 The schedule of hours to be worked and days off work shall be posted at the Employee's work station at least two (2) weeks in advance and the schedule shall be for a duration of at least three (3) weeks.
- 10.05 Where operational requirements permit, each Employee shall have two (2) consecutive days off per seven (7) consecutive calendar days; however, no Employee shall be required to work more than eight (8) consecutive calendar days without consecutive days off, unless otherwise mutually agreed. This clause is not intended to provide for only a 5 on 2 off shift rotation.
- 10.06 Where operational requirements permit, Employees shall be scheduled so that their days of rest fall on a Saturday and the following Sunday at least once in every three (3) weeks or the equivalent ratio, unless otherwise mutually agreed.
- 10.07 Except where otherwise mutually agreed, Employees who are required to rotate shifts shall under normal circumstances be assigned day duty at least one-third (1/3) of the assigned work days during a three (3) month period.
- 10.08 Subject to approval of the Employer, Employees may exchange shifts.

SCHEDULE "A"

ASSIGNMENT OF CLASSES TO PAY GRADES IN SCHEDULE "B"

EFFECTIVE SEPTEMBER 1, 1997

<u>Class No.</u>	<u>Class Title</u>	<u>Pay Grade</u>
9165	Houseparent I	36*3
9166	Houseparent II	40*3
9167	Houseparent III	50*3
9173	Residential Care Worker I	36*3
9174	Residential Care Worker II	39*3
9302	Therapy Aide	36*3
9303	Therapy Woodworker	41*3
9304	Therapy Assistant	39*3

*3 Indicates Periods 3, 4, 5, 6

Salary Periods

GRADE	1	2	3	4	5	6	*LSI
46	26,196	27,036	28,056	29,124	30,168	31,308	32,544
	2,183	2,253	2,338	2,427	2,514	2,609	2,712
47	26,676	27,564	28,584	29,616	30,720	31,980	33,096
	2,223	2,297	2,382	2,468	2,560	2,665	2,758
48	27,036	28,056	29,124	30,168	31,308	32,544	33,816
	2,253	2,338	2,427	2,514	2,609	2,712	2,818
49	27,564	28,584	29,616	30,720	31,980	33,096	34,512
	2,297	2,382	2,468	2,560	2,665	2,758	2,876
50	28,056	29,124	30,168	31,308	32,544	33,816	35,256
	2,338	2,427	2,514	2,609	2,712	2,818	2,938

* Indicates Long Service Increment Only

Salary Periods

GRADE	1	2	3	4	5	6	*LSI
46	26,784	27,648	28,692	29,784	30,852	32,016	33,276
	2,232	2,304	2,391	2,482	2,571	2,668	2,773
47	27,276	28,188	29,232	30,288	31,416	32,700	33,840
	2,273	2,349	2,436	2,524	2,618	2,725	2,820
48	27,648	28,692	29,784	30,852	32,016	33,276	34,572
	2,304	2,391	2,482	2,571	2,668	2,773	2,881
49	28,188	29,232	30,288	31,416	32,700	33,840	35,292
	2,349	2,436	2,524	2,618	2,725	2,820	2,941
50	28,692	29,784	30,852	32,016	33,276	34,572	36,048
	2,391	2,482	2,571	2,668	2,773	2,881	3,004

* Indicates Long Service Increment Only

SCHEDULE "D"
INSTITUTIONAL AND PATIENT SUPPORT SERVICES - SALARY GRID #1
EFFECTIVE SEPTEMBER 1, 1997

GRADE	<u>Salary Periods</u>						*LSI
	1	2	3	4	5	6	
25	18,444	19,008	19,608	20,148	20,844	21,492	22,224
	1,537	1,584	1,634	1,679	1,737	1,791	1,852
26	18,720	19,308	19,872	20,424	21,204	21,888	22,632
	1,560	1,609	1,656	1,702	1,767	1,824	1,886
27	19,008	19,608	20,148	20,844	21,492	22,224	22,968
	1,584	1,634	1,679	1,737	1,791	1,852	1,914
28	19,308	19,872	20,424	21,204	21,888	22,632	23,388
	1,609	1,656	1,702	1,767	1,824	1,886	1,949
29	19,608	20,148	20,844	21,492	22,224	22,968	23,820
	1,634	1,679	1,737	1,791	1,852	1,914	1,985
30	19,872	20,424	21,204	21,888	22,632	23,388	24,252
	1,656	1,702	1,767	1,824	1,886	1,949	2,021
31	20,148	20,844	21,492	22,224	22,968	23,820	24,588
	1,679	1,737	1,791	1,852	1,914	1,985	2,049
32	20,424	21,204	21,888	22,632	23,388	24,252	25,104
	1,702	1,767	1,824	1,886	1,949	2,021	2,092
33	20,844	21,492	22,224	22,968	23,820	24,588	25,416
	1,737	1,791	1,852	1,914	1,985	2,049	2,118
34	21,204	21,888	22,632	23,388	24,252	25,104	25,896
	1,767	1,824	1,886	1,949	2,021	2,092	2,158
35	21,492	22,224	22,968	23,820	24,588	25,416	26,364
	1,791	1,852	1,914	1,985	2,049	2,118	2,197
36	21,888	22,632	23,388	24,252	25,104	25,896	26,844
	1,824	1,886	1,949	2,021	2,092	2,158	2,237
37	22,224	22,968	23,820	24,588	25,416	26,364	27,312
	1,852	1,914	1,985	2,049	2,118	2,197	2,276
38	22,632	23,388	24,252	25,104	25,896	26,844	27,816
	1,886	1,949	2,021	2,092	2,158	2,237	2,318
39	22,968	23,820	24,588	25,416	26,364	27,312	28,368
	1,914	1,985	2,049	2,118	2,197	2,276	2,364
40	23,388	24,252	25,104	25,896	26,844	27,816	28,800
	1,949	2,021	2,092	2,158	2,237	2,318	2,400
41	23,820	24,588	25,416	26,364	27,312	28,368	29,292
	1,985	2,049	2,118	2,197	2,276	2,364	2,441

SCHEDULE "D"
INSTITUTIONAL AND PATIENT SUPPORT SERVICES - SALARY GRID #2
EFFECTIVE SEPTEMBER 1, 1997

GRADE	<u>Salary Periods</u>						*LSI
	1	2	3	4	5	6	
34	20,604	21,276	22,056	22,836	23,700	24,504	25,308
	1,717	1,773	1,838	1,903	1,975	2,042	2,109
35	20,952	21,636	22,416	23,232	24,048	24,876	25,800
	1,746	1,803	1,868	1,936	2,004	2,073	2,150
36	21,276	22,056	22,836	23,700	24,504	25,308	26,268
	1,773	1,838	1,903	1,975	2,042	2,109	2,189
37	21,636	22,416	23,232	24,048	24,876	25,800	26,748
	1,803	1,868	1,936	2,004	2,073	2,150	2,229
38	22,056	22,836	23,700	24,504	25,308	26,268	27,240
	1,838	1,903	1,975	2,042	2,109	2,189	2,270
39	22,416	23,232	24,048	24,876	25,800	26,748	27,768
	1,868	1,936	2,004	2,073	2,150	2,229	2,314
40	22,836	23,700	24,504	25,308	26,268	27,240	28,224
	1,903	1,975	2,042	2,109	2,189	2,270	2,352
41	23,232	24,048	24,876	25,800	26,748	27,768	28,752
	1,936	2,004	2,073	2,150	2,229	2,314	2,396
42	23,700	24,504	25,308	26,268	27,240	28,224	29,292
	1,975	2,042	2,109	2,189	2,270	2,352	2,441
43	24,048	24,876	25,800	26,748	27,768	28,752	29,808
	2,004	2,073	2,150	2,229	2,314	2,396	2,484
44	24,504	25,308	26,268	27,240	28,224	29,292	30,408
	2,042	2,109	2,189	2,270	2,352	2,441	2,534
45	24,876	25,800	26,748	27,768	28,752	29,808	31,008
	2,073	2,150	2,229	2,314	2,396	2,484	2,584
46	25,308	26,268	27,240	28,224	29,292	30,408	31,572
	2,109	2,189	2,270	2,352	2,441	2,534	2,631
47	25,800	26,748	27,768	28,752	29,808	31,008	32,076
	2,150	2,229	2,314	2,396	2,484	2,584	2,673
48	26,268	27,240	28,224	29,292	30,408	31,572	32,796
	2,189	2,270	2,352	2,441	2,534	2,631	2,733
49	26,748	27,768	28,752	29,808	31,008	32,076	33,444
	2,229	2,314	2,396	2,484	2,584	2,673	2,787
50	27,240	28,224	29,292	30,408	31,572	32,796	34,200
	2,270	2,352	2,441	2,534	2,631	2,733	2,850

SCHEDULE "D"
INSTITUTIONAL AND PATIENT SUPPORT SERVICES - SALARY GRID #1
EFFECTIVE SEPTEMBER 1, 1998

GRADE	<u>Salary Periods</u>						*LSI
	1	2	3	4	5	6	
25	18,864	19,440	20,052	20,604	21,312	21,972	22,728
	1,572	1,620	1,671	1,717	1,776	1,831	1,894
26	19,140	19,740	20,316	20,880	21,684	22,380	23,136
	1,595	1,645	1,693	1,740	1,807	1,865	1,928
27	19,440	20,052	20,604	21,312	21,972	22,728	23,484
	1,620	1,671	1,717	1,776	1,831	1,894	1,957
28	19,740	20,316	20,880	21,684	22,380	23,136	23,916
	1,645	1,693	1,740	1,807	1,865	1,928	1,993
29	20,052	20,604	21,312	21,972	22,728	23,484	24,360
	1,671	1,717	1,776	1,831	1,894	1,957	2,030
30	20,316	20,880	21,684	22,380	23,136	23,916	24,792
	1,693	1,740	1,807	1,865	1,928	1,993	2,066
31	20,604	21,312	21,972	22,728	23,484	24,360	25,140
	1,717	1,776	1,831	1,894	1,957	2,030	2,095
32	20,880	21,684	22,380	23,136	23,916	24,792	25,668
	1,740	1,807	1,865	1,928	1,993	2,066	2,139
33	21,312	21,972	22,728	23,484	24,360	25,140	25,992
	1,776	1,831	1,894	1,957	2,030	2,095	2,166
34	21,684	22,380	23,136	23,916	24,792	25,668	26,484
	1,807	1,865	1,928	1,993	2,066	2,139	2,207
35	21,972	22,728	23,484	24,360	25,140	25,992	26,952
	1,831	1,894	1,957	2,030	2,095	2,166	2,246
36	22,380	23,136	23,916	24,792	25,668	26,484	27,444
	1,865	1,928	1,993	2,066	2,139	2,207	2,287
37	22,728	23,484	24,360	25,140	25,992	26,952	27,924
	1,894	1,957	2,030	2,095	2,166	2,246	2,327
38	23,136	23,916	24,792	25,668	26,484	27,444	28,440
	1,928	1,993	2,066	2,139	2,207	2,287	2,370
39	23,484	24,360	25,140	25,992	26,952	27,924	29,004
	1,957	2,030	2,095	2,166	2,246	2,327	2,417
40	23,916	24,792	25,668	26,484	27,444	28,440	29,448
	1,993	2,066	2,139	2,207	2,287	2,370	2,454
41	24,360	25,140	25,992	26,952	27,924	29,004	29,952
	2,030	2,095	2,166	2,246	2,327	2,417	2,496

SCHEDULE "D"
INSTITUTIONAL AND PATIENT SUPPORT SERVICES - SALARY GRID #2
EFFECTIVE SEPTEMBER 1, 1998

Salary Periods

GRADE	1	2	3	4	5	6	*LSI
34	21,072	21,756	22,548	23,352	24,228	25,056	25,872
	1,756	1,813	1,879	1,946	2,019	2,088	2,156
35	21,420	22,128	22,920	23,760	24,588	25,440	26,376
	1,785	1,844	1,910	1,980	2,049	2,120	2,198
36	21,756	22,548	23,352	24,228	25,056	25,872	26,856
	1,813	1,879	1,946	2,019	2,088	2,156	2,238
37	22,128	22,920	23,760	24,588	25,440	26,376	27,348
	1,844	1,910	1,980	2,049	2,120	2,198	2,279
38	22,548	23,352	24,228	25,056	25,872	26,856	27,852
	1,879	1,946	2,019	2,088	2,156	2,238	2,321
39	22,920	23,760	24,588	25,440	26,376	27,348	28,392
	1,910	1,980	2,049	2,120	2,198	2,279	2,366
40	23,352	24,228	25,056	25,872	26,856	27,852	28,860
	1,946	2,019	2,088	2,156	2,238	2,321	2,405
41	23,760	24,588	25,440	26,376	27,348	28,392	29,400
	1,980	2,049	2,120	2,198	2,279	2,366	2,450
42	24,228	25,056	25,872	26,856	27,852	28,860	29,952
	2,019	2,088	2,156	2,238	2,321	2,405	2,496
43	24,588	25,440	26,376	27,348	28,392	29,400	30,480
	2,049	2,120	2,198	2,279	2,366	2,450	2,540
44	25,056	25,872	26,856	27,852	28,860	29,952	31,092
	2,088	2,156	2,238	2,321	2,405	2,496	2,591
45	25,440	26,376	27,348	28,392	29,400	30,480	31,704
	2,120	2,198	2,279	2,366	2,450	2,540	2,642
46	25,872	26,856	27,852	28,860	29,952	31,092	32,280
	2,156	2,238	2,321	2,405	2,496	2,591	2,690
47	26,376	27,348	28,392	29,400	30,480	31,704	32,796
	2,198	2,279	2,366	2,450	2,540	2,642	2,733
48	26,856	27,852	28,860	29,952	31,092	32,280	33,528
	2,238	2,321	2,405	2,496	2,591	2,690	2,794
49	27,348	28,392	29,400	30,480	31,704	32,796	34,200
	2,279	2,366	2,450	2,540	2,642	2,733	2,850
50	27,852	28,860	29,952	31,092	32,280	33,528	34,968
	2,321	2,405	2,496	2,591	2,690	2,794	2,914

LETTER OF UNDERSTANDING

It is understood by the Parties to this Agreement that where Employees work in an environment where there is a danger of contracting communicable diseases, the Employing Departments may receive input from Employees covered by this Subsidiary Agreement with regard to issues and policies dealing with communicable diseases. This input shall be received through Health and Safety Committees, Joint Consultation Committees, or other such Committees that may be established.

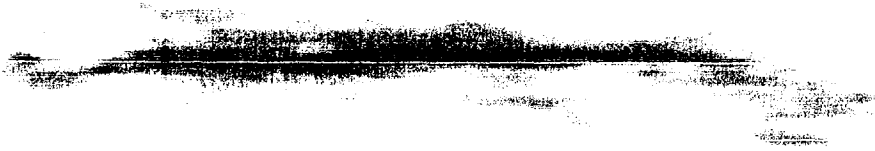
This Letter of Understanding shall take effect on the date of implementation and remain in effect for the duration of this Agreement.



J. E. DIXON
Public Service Commissioner



DAN MacLENNAN
President, Alberta Union of
Provincial Employees



LETTER OF UNDERSTANDING

MITIGATING SHORTEALL OF ANNUAL HOURS OF WORK

Notwithstanding Article 10, where a 6 (six) on, 3 (three) off shift schedule is implemented which results in a shortfall in the annual hours of work, each Department, after meaningful consultation with the Union, will implement a method of mitigating that shortfall which does not require Employees to work payback days.

The mitigation arrangement shall not constitute a violation of Article 4 of this Subsidiary #009 Agreement, nor of Article 17 of the Master Agreement.

This Letter of Understanding shall take effect on the date of implementation of this Subsidiary #009 Agreement, and remain in effect for the duration of the above noted Agreements.



J. E. DIXON
Public Service Commissioner



DAN MacLENNAN
President, Alberta Union of
Provincial Employees

EMPLOYEE RELATIONS COMMITTEE

HEALTH AND THERAPY SUPPORT SERVICES AND INSTITUTIONAL AND PATIENT SUPPORT SERVICES - SUBSIDIARY #009

TERMS OF REFERENCE*

1.0 PREAMBLE

- 1.1 The Parties agree to establish a joint Employee Relations Committee to discuss matters of mutual interest related to Employees covered by Health and Therapy and Institutional and Patient Support Services, Subsidiary #009.
- 1.2 The committee shall be comprised of equal representation of the Parties and shall be co-chaired. The committee shall meet a minimum of once per year or as necessary. Salary and expenses pertaining to the operation of the committee shall be borne by the respective Parties.
- 1.3 Any recommendations for changes must be approved by the majority of the members of the committee and if accepted by both the Employer and the Union may be implemented by mutual agreement.

2.0 NAME OF COMMITTEE

- 2.1 The name of the committee shall be: "Employee Relations Committee".

3.0 OBJECTIVE(S)

- 3.1 To promote and maintain effective communications in the areas of:
- (a) working conditions;
 - (b) policies and procedures;
 - (c) staff development;
 - (d) suggestions for improved efficiency;
 - (e) information exchange relative to proposed operational changes;
 - (f) other matters as agreed to mutually by the committee;
 - (g) Class series;
 - (h) it is agreed that the committee will not deal with:
 - (i) issues for which there exist avenues for discussion or resolution which have not been explored,
 - (ii) pending or potential grievances,
 - (iii) terms and conditions of the Master Agreement.

- 5.7 The Committee shall be entitled to have, upon approval by the Co-Chairpersons, resource personnel in attendance at meetings. Advisors may attend on behalf of Management *or* Employees, but in either case they will have no status except that of providing information.
- 5.8 These terms of reference may be amended at any regular meeting of the committee, providing that a proper notice to amend was made at the preceding regular meeting.
- 6.0 Notwithstanding the above, the Parties agree that agenda items that will be reviewed will include matters of:
- orientation;
 - in-service programs;
 - preventative health;
 - hazardous working conditions;
 - assignment and execution of responsibilities.



For Management



For A.U.P.E., Local #009

The Committee will monitor the Department's efforts to ensure that employees retrained under collective agreement provisions will have prior access to open or new positions for which they are qualified in accordance with the collective agreement.

COMMITTEE PROCESSES

The Committee shall be established when a need is identified by either of the Parties. The Committee shall consist of management representatives and one employee representative, unless otherwise agreed by the co-chairs, from any or all Subsidiary Agreements from the affected facility, appointed by the applicable participating Local Council of A.U.P.E.

The Committee will normally meet during working hours and Committee members shall receive time off without loss of regular earnings for time spent in joint meetings.

The Committee shall be chaired by either a nominee from the participating Locals or a management representative.

Committee members shall not vote on recommendations. However, agreed recommendations shall be submitted jointly to the Deputy Minister of Family and Social Services, or Chairperson of the Board of the facility, as applicable, and any individual member is free to submit their recommendations to the Deputy Minister of Family and Social Services.

The Employer will endeavour to encourage any new employer to offer employment opportunities to existing employees.



J. E. DIXON
Public Service Commissioner



DAN MacLENNAN
President, Alberta Union of
Provincial Employees


LETTER OF UNDERSTANDING

MEDICATION ADMINISTRATION

The issue of medication administration by wage R.C.W.I. 's, Resources for Dependent Handicapped was raised at Subsidiary #009 negotiations. Additionally R.C.W.I.'s at the Michener Centre and at Gunn Centre are regularly called upon to administer medications.

This will confirm that where R.C.W.I.'s are working a scheduled shift in a home and are required to administer medications for that shift in that home, they will be compensated as an R.C.W. II for that shift, and any succeeding shift so required.

Signed at Edmonton this 31st day of March, 1998



J. E. DIXON
Public Service Commissioner



DAN MacLENNAN
President, Alberta Union of
Provincial Employees

LETTER OF UNDERSTANDING

AIDS AND HIV

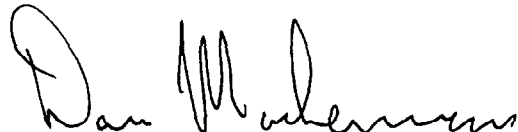
During the Subsidiary 009 negotiations, the Parties discussed at length the Union's proposal on AIDS and HIV.

It was agreed that this is a Health and Safety issue and is global in nature. As such it was the view of the Parties that this issue be raised and dealt with by the Occupational Health & Safety Provincial Committee.

Signed on behalf of the Parties at Edmonton this 31st day of March, 1998



J. E. DIXON
Public Service Commissioner



DAN MacLENNAN
President, Alberta Union of
Provincial Employees