

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**

September 28, 2007

11151 (06)

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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" 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 Schedule "A" (Assignment of Classes to Pay Grades) and Schedule "B" (Salary Grid) shall be effective on the dates as set out in the Schedules.

ARTICLE 3

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.

- 3.03 Notwithstanding Article 27 of the Master Agreement a wage Employee who has worked 1450 hours within a twelve (12) month period immediately preceding the date of appointment to a permanent position at the same class shall have such hours contribute to one-half (1/2) of the probation period.

ARTICLE 4

HOURS OF WORK

- 4.01 Pursuant to Clauses 16.01 and 16.02 of the Master Agreement, the normal hours of work for all Employees covered by this Agreement shall be thirty-eight and three-quarter (38 3/4) hours per week or the equivalent on a monthly or annual basis. The above to be worked at seven and three-quarter (7 3/4) consecutive hours per day, except for lunch periods where applicable.

ARTICLE 5

OVERTIME

- 5.01 Pursuant to Clauses 17.03(a) and 17.04 of the Master Agreement, all Employees covered by this Agreement are eligible for premium overtime compensation.

ARTICLE 6

PROTECTIVE CLOTHING

- 6.01 The Employing Department shall maintain all current Employee entitlements with respect to the provision, maintenance, and laundering of protective clothing and uniforms. Where the wearing of such clothing is optional such option remains with the individual Employee.
- 6.02 Uniforms so provided shall remain the property of the Employing Department.
- 6.03 Safety Clothing shall be provided in accordance with the Occupational Health and Safety Act, and the Radiation Protection Act.

- 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

CASHIER POLICY

- 8.01 Employees may experience cash differences that are in excess or deficient of that total which would allow the Employee to balance within the limits prescribed from their operation. In such circumstances the following procedures will apply:
- (a) Each Employee's name will be entered in a ledger to be maintained by the Supervisor;
 - (b) Each Employee will report all cash overages and shortages to the Supervisor;
 - (c) Where an Employee has a cash overage, the overage will be turned over to the Supervisor, who will issue a receipt for the money, and record the transaction in his ledger;
 - (d) In the event of an unusual or exceedingly large overage or shortage, the reason for which cannot be ascertained by normal accounting methods, the disposition shall be determined by the Deputy Minister of the Department concerned;
 - (e) Employees will be allowed to accumulate cash overages up to, but not exceeding one hundred dollars (\$100.00). Any overage exceeding one hundred dollars (\$100.00) will be transferred to General Revenue;

- (f) When an Employee terminates employment as a cashier, all overages credited to that Employee shall be transferred to General Revenue;
- (g) Notwithstanding the foregoing, present practices that exceed this provision shall be retained for the life of this Agreement.

ARTICLE 9

SHIFT SCHEDULE FOR CONTINUOUS OPERATIONS

- 9.01 The first shift of the day shall be the shift wherein the majority of hours fall between 00:00 and 08:00 hours.
- 9.02 The work week shall commence at 00:00 hours on Sunday.
- 9.03 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.
- 9.04 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.
- 9.05 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.
- 9.06 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.
- 9.07 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.
- 9.08 Subject to approval of the Employer, Employees may exchange shifts.

SCHEDULE "A"

ASSIGNMENT OF CLASSES TO PAY GRADES IN SCHEDULE "B"

EFFECTIVE SEPTEMBER 1, 2007

<u>Class No.</u>	<u>Class Title</u>	<u>Pay Grade</u>
093IS	Individual Support 1	36*3
094IS	Individual Support 2	39*3
091FS	Facility Support 1	27*4
092FS	Facility Support 2	33*4
093FS	Facility Support 3	39*4
094FS	Facility Support 4	42*4

*3 Indicates Periods 3, 4, 5, 6

*4 Indicates Periods 4, 5, 6

SCHEDULE "B"

HEALTH AND THERAPY SUPPORT SERVICES - SALARY GRID

EFFECTIVE SEPTEMBER 1, 2007

Salary Periods

GRADE	1	2	3	4	5	6	7
27	27,564	28,368	29,196	30,240	31,284	32,292	33,396
	2,297	2,364	2,433	2,520	2,607	2,691	2,783
28	27,924	28,728	29,748	30,708	31,716	32,880	33,996
	2,327	2,394	2,479	2,559	2,643	2,740	2,833
29	28,368	29,196	30,240	31,284	32,292	33,396	34,656
	2,364	2,433	2,520	2,607	2,691	2,783	2,888
30	28,728	29,748	30,708	31,716	32,880	33,996	35,304
	2,394	2,479	2,559	2,643	2,740	2,833	2,942
31	29,196	30,240	31,284	32,292	33,396	34,656	35,940
	2,433	2,520	2,607	2,691	2,783	2,888	2,995
32	29,748	30,708	31,716	32,880	33,996	35,304	36,564
	2,479	2,559	2,643	2,740	2,833	2,942	3,047
33	30,240	31,284	32,292	33,396	34,656	35,940	37,212
	2,520	2,607	2,691	2,783	2,888	2,995	3,101
34	30,708	31,716	32,880	33,996	35,304	36,564	37,848
	2,559	2,643	2,740	2,833	2,942	3,047	3,154
35	31,284	32,292	33,396	34,656	35,940	37,212	38,556
	2,607	2,691	2,783	2,888	2,995	3,101	3,213
36	31,716	32,880	33,996	35,304	36,564	37,848	39,084
	2,643	2,740	2,833	2,942	3,047	3,154	3,257
37	32,292	33,396	34,656	35,940	37,212	38,556	39,852
	2,691	2,783	2,888	2,995	3,101	3,213	3,321
38	32,880	33,996	35,304	36,564	37,848	39,084	40,560
	2,740	2,833	2,942	3,047	3,154	3,257	3,380
39	33,396	34,656	35,940	37,212	38,556	39,852	41,328
	2,783	2,888	2,995	3,101	3,213	3,321	3,444
40	33,996	35,304	36,564	37,848	39,084	40,560	42,096
	2,833	2,942	3,047	3,154	3,257	3,380	3,508
41	34,656	35,940	37,212	38,556	39,852	41,328	42,816
	2,888	2,995	3,101	3,213	3,321	3,444	3,568
42	35,304	36,564	37,848	39,084	40,560	42,096	43,620
	2,942	3,047	3,154	3,257	3,380	3,508	3,635

Salary Periods

GRADE	1	2	3	4	5	6	7
43	35,940	37,212	38,556	39,852	41,328	42,816	44,424
	2,995	3,101	3,213	3,321	3,444	3,568	3,702
44	36,564	37,848	39,084	40,560	42,096	43,620	45,252
	3,047	3,154	3,257	3,380	3,508	3,635	3,771
45	37,212	38,556	39,852	41,328	42,816	44,424	46,224
	3,101	3,213	3,321	3,444	3,568	3,702	3,852
46	37,848	39,084	40,560	42,096	43,620	45,252	47,040
	3,154	3,257	3,380	3,508	3,635	3,771	3,920
47	38,556	39,852	41,328	42,816	44,424	46,224	47,832
	3,213	3,321	3,444	3,568	3,702	3,852	3,986
48	39,084	40,560	42,096	43,620	45,252	47,040	48,864
	3,257	3,380	3,508	3,635	3,771	3,920	4,072
49	39,852	41,328	42,816	44,424	46,224	47,832	49,884
	3,321	3,444	3,568	3,702	3,852	3,986	4,157
50	40,560	42,096	43,620	45,252	47,040	48,864	50,928
	3,380	3,508	3,635	3,771	3,920	4,072	4,244

SCHEDULE "B"

HEALTH AND THERAPY SUPPORT SERVICES - SALARY GRID

EFFECTIVE SEPTEMBER 1, 2008

Salary Periods

GRADE	1	2	3	4	5	6	7
27	28,884	29,724	30,600	31,692	32,784	33,840	35,004
	2,407	2,477	2,550	2,641	2,732	2,820	2,917
28	29,268	30,108	31,176	32,184	33,240	34,464	35,628
	2,439	2,509	2,598	2,682	2,770	2,872	2,969
29	29,724	30,600	31,692	32,784	33,840	35,004	36,324
	2,477	2,550	2,641	2,732	2,820	2,917	3,027
30	30,108	31,176	32,184	33,240	34,464	35,628	36,996
	2,509	2,598	2,682	2,770	2,872	2,969	3,083
31	30,600	31,692	32,784	33,840	35,004	36,324	37,668
	2,550	2,641	2,732	2,820	2,917	3,027	3,139
32	31,176	32,184	33,240	34,464	35,628	36,996	38,316
	2,598	2,682	2,770	2,872	2,969	3,083	3,193
33	31,692	32,784	33,840	35,004	36,324	37,668	39,000
	2,641	2,732	2,820	2,917	3,027	3,139	3,250
34	32,184	33,240	34,464	35,628	36,996	38,316	39,660
	2,682	2,770	2,872	2,969	3,083	3,193	3,305
35	32,784	33,840	35,004	36,324	37,668	39,000	40,404
	2,732	2,820	2,917	3,027	3,139	3,250	3,367
36	33,240	34,464	35,628	36,996	38,316	39,660	40,956
	2,770	2,872	2,969	3,083	3,193	3,305	3,413
37	33,840	35,004	36,324	37,668	39,000	40,404	41,760
	2,820	2,917	3,027	3,139	3,250	3,367	3,480
38	34,464	35,628	36,996	38,316	39,660	40,956	42,504
	2,872	2,969	3,083	3,193	3,305	3,413	3,542
39	35,004	36,324	37,668	39,000	40,404	41,760	43,308
	2,917	3,027	3,139	3,250	3,367	3,480	3,609
40	35,628	36,996	38,316	39,660	40,956	42,504	44,112
	2,969	3,083	3,193	3,305	3,413	3,542	3,676
41	36,324	37,668	39,000	40,404	41,760	43,308	44,868
	3,027	3,139	3,250	3,367	3,480	3,609	3,739
42	36,996	38,316	39,660	40,956	42,504	44,112	45,708
	3,083	3,193	3,305	3,413	3,542	3,676	3,809

Salary Periods

GRADE	1	2	3	4	5	6	7
43	37,668	39,000	40,404	41,760	43,308	44,868	46,560
	3,139	3,250	3,367	3,480	3,609	3,739	3,880
44	38,316	39,660	40,956	42,504	44,112	45,708	47,424
	3,193	3,305	3,413	3,542	3,676	3,809	3,952
45	39,000	40,404	41,760	43,308	44,868	46,560	48,444
	3,250	3,367	3,480	3,609	3,739	3,880	4,037
46	39,660	40,956	42,504	44,112	45,708	47,424	49,296
	3,305	3,413	3,542	3,676	3,809	3,952	4,108
47	40,404	41,760	43,308	44,868	46,560	48,444	50,124
	3,367	3,480	3,609	3,739	3,880	4,037	4,177
48	40,956	42,504	44,112	45,708	47,424	49,296	51,204
	3,413	3,542	3,676	3,809	3,952	4,108	4,267
49	41,760	43,308	44,868	46,560	48,444	50,124	52,284
	3,480	3,609	3,739	3,880	4,037	4,177	4,357
50	42,504	44,112	45,708	47,424	49,296	51,204	53,376
	3,542	3,676	3,809	3,952	4,108	4,267	4,448

SCHEDULE "B"

HEALTH AND THERAPY SUPPORT SERVICES - SALARY GRID

EFFECTIVE SEPTEMBER 1, 2009

Salary Periods

GRADE	1	2	3	4	5	6	7
27	30,132	31,008	31,920	33,060	34,188	35,292	36,504
	2,511	2,584	2,660	2,755	2,849	2,941	3,042
28	30,528	31,404	32,520	33,564	34,668	35,940	37,164
	2,544	2,617	2,710	2,797	2,889	2,995	3,097
29	31,008	31,920	33,060	34,188	35,292	36,504	37,884
	2,584	2,660	2,755	2,849	2,941	3,042	3,157
30	31,404	32,520	33,564	34,668	35,940	37,164	38,592
	2,617	2,710	2,797	2,889	2,995	3,097	3,216
31	31,920	33,060	34,188	35,292	36,504	37,884	39,288
	2,660	2,755	2,849	2,941	3,042	3,157	3,274
32	32,520	33,564	34,668	35,940	37,164	38,592	39,960
	2,710	2,797	2,889	2,995	3,097	3,216	3,330
33	33,060	34,188	35,292	36,504	37,884	39,288	40,680
	2,755	2,849	2,941	3,042	3,157	3,274	3,390
34	33,564	34,668	35,940	37,164	38,592	39,960	41,364
	2,797	2,889	2,995	3,097	3,216	3,330	3,447
35	34,188	35,292	36,504	37,884	39,288	40,680	42,144
	2,849	2,941	3,042	3,157	3,274	3,390	3,512
36	34,668	35,940	37,164	38,592	39,960	41,364	42,720
	2,889	2,995	3,097	3,216	3,330	3,447	3,560
37	35,292	36,504	37,884	39,288	40,680	42,144	43,560
	2,941	3,042	3,157	3,274	3,390	3,512	3,630
38	35,940	37,164	38,592	39,960	41,364	42,720	44,328
	2,995	3,097	3,216	3,330	3,447	3,560	3,694
39	36,504	37,884	39,288	40,680	42,144	43,560	45,168
	3,042	3,157	3,274	3,390	3,512	3,630	3,764
40	37,164	38,592	39,960	41,364	42,720	44,328	46,008
	3,097	3,216	3,330	3,447	3,560	3,694	3,834
41	37,884	39,288	40,680	42,144	43,560	45,168	46,800
	3,157	3,274	3,390	3,512	3,630	3,764	3,900
42	38,592	39,960	41,364	42,720	44,328	46,008	47,676
	3,216	3,330	3,447	3,560	3,694	3,834	3,973

Salary Periods

GRADE	1	2	3	4	5	6	7
43	39,288	40,680	42,144	43,560	45,168	46,800	48,564
	3,274	3,390	3,512	3,630	3,764	3,900	4,047
44	39,960	41,364	42,720	44,328	46,008	47,676	49,464
	3,330	3,447	3,560	3,694	3,834	3,973	4,122
45	40,680	42,144	43,560	45,168	46,800	48,564	50,532
	3,390	3,512	3,630	3,764	3,900	4,047	4,211
46	41,364	42,720	44,328	46,008	47,676	49,464	51,420
	3,447	3,560	3,694	3,834	3,973	4,122	4,285
47	42,144	43,560	45,168	46,800	48,564	50,532	52,284
	3,512	3,630	3,764	3,900	4,047	4,211	4,357
48	42,720	44,328	46,008	47,676	49,464	51,420	53,400
	3,560	3,694	3,834	3,973	4,122	4,285	4,450
49	43,560	45,168	46,800	48,564	50,532	52,284	54,528
	3,630	3,764	3,900	4,047	4,211	4,357	4,544
50	44,328	46,008	47,676	49,464	51,420	53,400	55,668
	3,694	3,834	3,973	4,122	4,285	4,450	4,639

LETTER OF UNDERSTANDING

COMMUNICABLE DISEASES

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.

SHIRLEY R. HOWE
Public Service Commissioner

DOUG KNIGHT
President, Alberta Union of
Provincial Employees

LETTER OF UNDERSTANDING

EMPLOYEE RELATIONS COMMITTEE

The Parties agree to establish a Joint Employee Relations Committee to discuss matters of mutual interest related to Employees covered by Subsidiary Agreement #009, Health and Therapy and Institutional and Patient Support Services.

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.

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.

The members of this Committee shall be appointed within thirty calendar days of the signing of the new Subsidiary Agreement #009.

Where matters of mutual interest affect Employees from any other Subsidiary Agreements, a joint committee will be the forum for discussion, with Employee representation from those affected subsidiary agreements.

SHIRLEY R. HOWE
Public Service Commissioner

DOUG KNIGHT
President, Alberta Union of
Provincial Employees

LETTER OF UNDERSTANDING

MITIGATING SHORTFALL OF ANNUAL HOURS OF WORK

Notwithstanding Article 9, where a six (6) on, three (3) 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.

SHIRLEY R. HOWE
Public Service Commissioner

DOUG KNIGHT
President, Alberta Union of
Provincial Employees

Dated this 28th day of September, 2007

Witness

SHIRLEY R. HOWE
Public Service Commissioner

Witness

DOUG KNIGHT
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.

4.0 MEMBERSHIP

- 4.1 The committee shall be composed of equal representatives from Local 009 and Management.
- 4.2 Employee representatives will be members of the A.U.P.E. Local 009 employed by the Government of the Province of Alberta.
- 4.3 Employee representatives will be chosen by A.U.P.E. Local 009.
- 4.4 The Employee Co-chairperson shall be appointed from and elected by the Employee representatives of the committee. The Management Co-chairperson will similarly be appointed from and elected by the Management representatives of the committee.
- 4.5 Ideally the Co-chairperson will serve for a period of at least one year.

5.0 GENERAL

- 5.1 All members of the committee will have equal authority to advise, recommend and vote.
- 5.2 The two Co-chairpersons will alternate in chairing the meetings.
- 5.3 A recording secretary will be provided by the assigned Co-Chairperson. Minutes will be approved and signed by the Co-chairpersons and distributed to all members within one (1) week from any meeting.
- 5.4 Meetings will be held a minimum of once per year or as necessary - in Edmonton, unless another location is mutually agreed to. Duration of any meeting shall not normally exceed one day. Additional meetings may be scheduled if required, and mutually agreed.

- 5.5 An agenda is to be prepared and circulated fifteen (15) days in advance of the meeting. Other submissions and rationale may be added to the agenda by agreement of both Co-chairpersons. The final agenda will be set by mutual agreement of the Co-Chairpersons.
- 5.6 Individuals who are not representatives on the committee may make presentations at meetings with the agreement of the Co-chairpersons and providing written notice is offered to the Co-chairpersons in advance of the meeting. Subjects to be discussed will have been previously entered on the agenda.
- 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

*** NOT TO BE INCLUDED IN SUBSIDIARY AGREEMENT #009**

LETTER OF UNDERSTANDING

MEDICATION ADMINISTRATION *

Where Individual Support 1's are working a scheduled shift and are required to administer medications for that shift, they will be compensated as an Individual Support 2 for that shift, and any succeeding shift so required.

Signed at Edmonton this 28th day of September, 2007

SHIRLEY R. HOWE
Public Service Commissioner

DOUG KNIGHT
President, Alberta Union of
Provincial Employees

*** NOT TO BE INCLUDED IN SUBSIDIARY AGREEMENT #009**

LETTER OF INTENT

EMPLOYEE SAFETY *

It is recognized that at certain work sites and in certain work situations employee safety may be potentially at risk. The Employer is prepared to review issues of this nature at Employee Relations Committees and review, if necessary, training and protective measures for employees.

Signed at Edmonton this 28th day of September, 2007

SHIRLEY R. HOWE
Public Service Commissioner

DOUG KNIGHT
President, Alberta Union of
Provincial Employees

*** NOT TO BE INCLUDED IN SUBSIDIARY AGREEMENT #009**

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 28th day of September, 2007

SHIRLEY R. HOWE
Public Service Commissioner

DOUG KNIGHT
President, Alberta Union of
Provincial Employees

*** NOT TO BE INCLUDED IN SUBSIDIARY AGREEMENT #009**

LETTER OF UNDERSTANDING
JOINT CONSULTATION COMMITTEE *

JOINT CONSULTATION COMMITTEE

The Parties agree to establish a Joint Consultation Committee.

PURPOSES OF THE JOINT CONSULTATION COMMITTEE

- To facilitate ongoing Union review and input into the development and implementation of a Human Resources Plan to respond to future changes to the role, structure and operation of Michener Services.
- To recommend action to the Chief Operating Officer (COO), Michener Services, for his/her consideration.
- To establish and maintain improved communication structures between the Union, the employees and Michener Services management.
- To foster and maintain improved working relationships between the Union, the employees and Michener Services management.
- To reduce uncertainty by providing timely and accurate information to concerned employees.

GENERAL GUIDELINES

The Committee will ensure that employee rights under Article 12 and 15 of the Master Agreement are properly considered and are communicated to employees.

The Committee will monitor Michener Services' objective to accomplish staff adjustments, by attrition, to the extent feasible and in reverse order of permanency.

The Committee will monitor Michener Services' efforts to ensure that resources are available to assist interested employees to contact other employers.

The Committee will monitor the Michener Services' 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, 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 COO listed above. An individual member is also free to submit their recommendations to the COO.

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

SHIRLEY R. HOWE
Public Service Commissioner

DOUG KNIGHT
President, Alberta Union of
Provincial Employees

*** NOT TO BE INCLUDED IN SUBSIDIARY AGREEMENT #009**