



COLLECTIVE AGREEMENT

BETWEEN

**THE ALBERTA HOSPITAL EDMONTON
(Under the Authority of the
Alberta Mental Health Board)**

and the

**Alberta Union of Provincial Employees
on behalf of
Local 042/009**

APRIL 1, 2002 - MARCH 31, 2005

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Preamble

THIS COLLECTIVE AGREEMENT made this ____ day of _____ 2003.

BETWEEN:

The Alberta Hospital Edmonton
Under the Authority of the Alberta Mental Health Board
(hereinafter called "the Employer")

OF THE FIRST PART

- and -

The Alberta Union of Provincial Employees
on behalf of LOCAL 042/009
(hereinafter called "the Union")

OF THE SECOND PART

WHEREAS the Alberta Hospital Edmonton is an "Employer" pursuant to the Code, as amended; and

WHEREAS, the "Union" is a Certified Bargaining Agent pursuant to the Code, as amended.

The parties agree:

ARTICLE 1

Term of Collective Agreement

- 1.01 This Collective Agreement including Appendices thereto, shall take effect as specified and shall remain in full force and effect until March 31, 2005 and from year to year thereafter unless notice is served by either party pursuant to the Code.
- 1.02 Where notice is served by either party under the Code, provisions of this Collective Agreement shall continue until:
- (a) settlement is agreed upon and a new Collective Agreement signed;
 - (b) if the settlement is not agreed upon, then this Collective Agreement shall remain in effect until a new Agreement is signed as provided in the Code.
- 1.03 Wage rates specified in the Salaries Appendix shall be effective as of the dates specified in the Salaries Appendix. An Employee whose employment has terminated prior to the signing of this Collective Agreement is eligible to receive retroactively any increase in wages, which he would have received but for the termination of employment, upon the submission of a written application to the Employer during the period between the expiry date of the preceding Collective Agreement and sixty (60) calendar days after the signing of this Collective Agreement.
- 1.04 All benefits granted pursuant to this Collective Agreement shall be effective from the date of signing except where stated specifically otherwise.

ARTICLE 2

Definitions

- 2.01 "Code" means the Labour Relations Code, S.A. 1988 c.L-1.2 as such Code may be amended from time to time.
- 2.02 "Union" means The Alberta Union of Provincial Employees.
- 2.03 "Employer" means the Alberta Hospital Edmonton.
- 2.04 "Local" means Local 042 of The Alberta Union of Provincial Employees.
- 2.05 "Chapter" shall mean, Chapter 009 of Local 042, of the Alberta **Union** of Provincial Employees as applicable.

- 2.06 "Member" means an Employee of the Employer who is included in this Collective Agreement and who is a member of the Chapter.
- 2.07 "Employee" shall mean any Employee of the Employer for whom the Union has been certified as bargaining agent, and whose employment designation is as follows:
- (a) "Regular Employee" is one who works on a full-time or part-time basis:
 - (i) "Full-time Employee" shall mean an Employee who is scheduled to work the hours specified in Article 23 - Hours of Work.
 - (ii) "Part-time Employee" shall mean **an** Employee who works scheduled shifts pursuant to Article 38.02 (Hours of Work as it relates to Part-time Employees), provided however, that such hours worked in any fourteen (**14**)calendar day period shall be less than those established for full-time employment.
 - (b) "Relief Employee" shall mean an Employee who is hired to fill a position made temporarily vacant when the incumbent is not available to work scheduled shifts. A Relief Employee may work either full-time or part-time hours. Relief Employees have a limited employment relationship with the Employer.
 - (c) "Temporary Employee" is one who is hired for a period of six (6) consecutive months or less for a specified job. The term of employment of such Temporary Employee may be extended only by mutual agreement in writing, between the Employer and the Union. A Temporary Employee may work either full-time or part-time hours. Temporary Employees do not have a continuing employment relationship with the Employer.
- 2.08 "Regularly Scheduled" shall mean the scheduling of work in a manner requiring an Employee to be available for the performance of assigned duties on specific days.
- 2.09 "Basic Rate of Pay" shall mean the applicable step specified in the Salaries Appendix.
- 2.10 "Cycle of the Shift Schedule" shall be defined as that period of time which is required for a shift schedule to repeat itself or **two (2)** weeks whichever is greater and shall not exceed fifteen (15)weeks.
- 2.11 "Shift" means a daily tour of duty exclusive of overtime hours.

- 2.12 "Common-law spouse", for the purpose of this Agreement, shall mean a person who resides with the Employee and who has been held out publicly as his/her spouse for a period of at least one (1) year.

ARTICLE 3

Application

- 3.01 The Collective Agreement shall apply to all Employees of the bargaining unit and shall not be changed after the effective date hereof save in accordance with the collective bargaining procedure as provided in the Code.
- 3.02 Employees shall be compensated for work performed in accordance with the schedule of basic rates of pay as set out in the Salaries Appendix, be bound by other provisions of employment, and qualify for such benefits in accordance with the provisions set out in this Collective Agreement.
- 3.03 In the event any provision of this Collective Agreement is in conflict with any present or future statute of the Province of Alberta applicable to the Employer, the section so affected shall be altered or amended forthwith in a manner agreeable to both parties so as to incorporate required changes. Such action shall not affect any other provisions of this Collective Agreement.
- 3.04 The parties agree that negotiations during the life of this Collective Agreement can only be reopened on any part thereof if the opening is mutually acceptable to both parties.
- 3.05 Where a difference arises out of a provision contained in this Collective Agreement and the subject matter is covered by the Employer's regulations, guidelines or directives, the Collective Agreement shall supersede the regulations, guidelines or directives.
- 3.06 Throughout this Collective Agreement, a word used in the masculine gender applies also in the feminine gender and vice versa, and a word used in the singular applies also to the plural, unless the context otherwise requires.

ARTICLE 4

Management Rights

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

ARTICLE 5

Union Recognition

- 5.01 The Employer recognizes the Union as the sole bargaining agent for all Employees covered by this Collective Agreement as described in the certificate issued pursuant to the Code.
- 5.02 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.
- 5.03 Employees shall be permitted to wear a pin representative of their Union during all hours of employment.
- 5.04 (a) Employees shall be given a Union Orientation of not more than one-half (1/2) hour by the Union at the Employer's orientation for new Employees. This orientation shall be on the Employer's time and the Union shall conduct such Union Orientation for the two (2) Chapters during the one-half (1/2) hour.
- (b) The Employer hereby agrees to continue the practice of recognizing Employees who are elected or appointed as Union Stewards in Chapter 009 to accompany or represent Employees of Local 042/008 in processing a grievance or attending a disciplinary hearing.
- 5.05 The Employer shall provide bulletin boards which shall be placed so that all Employees shall have access to them and upon which the Union shall have the right to post notice of meetings and such other notices as may be of interest to Employees. The Union shall not post anything objectionable to the Employer.

ARTICLE 6

Handling Cash, Parking and Pay Days

- 6.01 An Employee handling cash shall not be required to reimburse the Employer for shortages, except in the case of negligence.
- 6.02 An Employee shall not be charged a fee for parking at any site of the Employer. The Employer agrees not to implement any fee for parking, and furthermore agrees that there shall be no restriction as to the location of where on the premises an employee shall be entitled to park with the only exception being those locations which currently exist as reserved parking stalls.

6.03 Pay days will be established by the Employer, but in no event will Employees be paid less frequently than bi-weekly. Where possible, shift workers will receive cheque stubs on the day prior to pay day.

ARTICLE 7

Union Membership and Payment of Dues

- 7.01 All Employees have the right:
- (a) to be members of the Union and to participate in its lawful activities;
 - (b) to bargain collectively with the Employer through the Union; and
 - (c) Membership in the Union shall be voluntary on the part of each Employee. All Employees covered by this Agreement who are members of the Union or who, in the future, decide to become members of the Union shall, as a condition of employment, maintain their membership in the Union during the life of this Agreement.
- 7.02 The Employer will, as a condition of employment, deduct from the earnings of each Employee covered by this Collective Agreement an amount equal to the dues as determined by the Union.
- 7.03 Deductions of amounts equal to the dues for all Regular Full-time and Part-time, Probationary, and Temporary Employees, shall commence with the first (1st) full pay period of employment.
- 7.04 The Union acknowledges that the deductions of amounts equal to the dues does not constitute membership in the Union, and that membership shall continue to be voluntary.
- 7.05 The Union shall advise the Employer, in writing, of any change in the amount of dues to be deducted from the Employees covered by this Collective Agreement. Such notice shall be communicated to the Employer at least thirty (30) days prior to the effective date of the change.
- 7.06 (a) The Employer agrees to remit to the Central Office of the Union, the amounts equal to the dues that have been deducted from the pay of all Employees by the first (1st) working day after the fifteenth (15th) calendar day in the following month.

Where an accounting adjustment is necessary to correct an over or under payment of dues, it shall be effected in the succeeding month. Particulars, identifying each Employee in a printed form, magnetic disk or tape file (where currently provided) showing the Employee number, if available, starting date, classification, name and address shall also be provided monthly together with the amount deducted from each Employee.

(b) In addition to the particulars provided above, the Employer agrees to provide the following information: birthdate, anniversary month, Employee type (Regular or temporary), sub type (full or part time), grade, step, earnings and gender.

7.07 The Employer shall provide the Local Chairman or his designate with a biweekly list of Employees new to the bargaining unit during the previous two (2) weeks. Such list shall include the Employee's name, status, classification and department.

7.08 The Employer will record the amount deducted on the T-4 slips issued for income tax purposes.

7.09 The Employer shall provide to the Union, on a monthly basis, a list containing the names of Employees who are current recipients of L.T.D. benefits. The Employer shall also provide to the Union, on a monthly basis, a list of all Employees who are terminated or on an unpaid leave of absence of thirty (30) calendar days or more.

ARTICLE 8

Negotiations

8.01 Negotiations shall be conducted in accordance with the provisions of the Code.

ARTICLE 9

Union/Employer Committee

9.01 The parties to this Collective Agreement agree to the desirability of a joint committee to assist in the promotion of harmonious relationships between the Employees and the Employer.

9.02 There shall be no loss of income for time spent by Employees at meetings and in carrying out the functions of this committee.

- 9.03 The Employer and the Union agree that there shall be an Employee Management Advisory Committee consisting of a maximum of two (2) representatives from each Chapter with equal representation by management for a total committee composition of eight (8) members.
- 9.04 The representatives of the Employer on EMAC shall be those persons or alternates employed and designated by the Employer from time to time.
- 9.05 The representatives of the Union on EMAC shall be those Stewards designated by the Local from time to time.
- 9.06 The Parties mutually agree that the representatives of the Employer and the Union of EMAC should be the persons in authority whose membership should be as constant as reasonably possible with a minimum of alteration or substitution.
- 9.07 The Chairperson of EMAC shall be the senior representative of the Employer and the Vice-Chairperson shall be the senior representative of the Union.
- 9.08 EMAC shall meet at a mutually acceptable hour and date. Either the Chairperson or the Vice-Chairperson may mutually call a special meeting to deal with urgent matters.
- 9.09 It is the function of EMAC to consider matters of mutual concern affecting the relationship of the Employer to its Employees, and to advise and make recommendations to the Employer and the Union with a view to resolving difficulties and promoting harmonious relations between the Employer and its Employees.

ARTICLE 10

Grievance Procedure

- 10.01 Communication
- (a) Any notice or advice which the Employer or members of its administrative staff are required to give to the Union, or which the Union is required to give to the Employer, in respect of any matter referred to in this Article shall be sufficient if delivered or faxed to the Site Manager of the Hospital or President of the Union, or authorized alternate. The Union will send a copy of the correspondence to the Human Resources Department.
- (b) For the purpose of this grievance procedure, time periods specified shall not include Saturdays, Sundays, or Paid Holidays.

- (c) An Employee shall have the right to be accompanied or represented by a Union Steward at all steps of the Grievance Procedure

10.02 Final Settlement of All Differences Between the Parties (Policy Grievance)

In the event that a difference arises between the Employer and the Union regarding the interpretation, application, operation, contravention or any alleged contravention of this Collective Agreement, including any question as to whether the difference can be subject to adjudication the following procedure shall be followed:

- (a) Where a difference allegedly has occurred, the President of the Union or authorized alternate shall discuss the matter with the Site Manager or authorized alternate with a view to resolving it.
- (b) If the difference is not resolved through discussion between the parties in (a) above, either party may within twenty (20) days of the act causing the difference or within twenty (20) days of the time when the Union first became aware that a difference had occurred or within twenty (20) days after the discussion in Article 10.02(a) refer the difference for resolution by adjudication pursuant to Step IV of Article 10.03.

10.03 Final Settlement of Differences Between Employee(s) and the Employer

If a difference arises between the Employer and one (1) or more of its Employee(s) regarding the interpretation, application, operation, alleged violation of this Collective Agreement or disciplinary action apart from discipline of a minor nature which does not become part of the Employee's official Human Resources Department File, including any question as to whether the difference can be subject to adjudication, the following sequence of steps shall be followed:

Step I

- (a) Where a difference allegedly has occurred, the Employee shall identify a meeting as Step I and discuss the matter with the immediate supervisor or authorized alternate who is not within the scope of any Collective Agreement within ten (10) days of the act causing the grievance or within ten (10) days of the time when the Employee first became aware that a grievance allegedly had occurred with a view to resolving it. The decision of the Supervisor of the relevant Department, or authorized alternate, will be issued to the Employee and a copy to the Union, in writing within 10 days of the Step I meeting.

(b) Group Grievances

Where a difference allegedly has occurred which affects more than one (1) Employee, a representative from the Union shall initiate the grievance at Step II and shall attach the names of all Employees who are a party to the dispute to the grievance.

Step II

If the difference is not resolved in Step I, it becomes a grievance provided that it is reduced to writing specifying the nature of the grievance, the Article or Articles of this Collective Agreement upon which the grievance is based and the redress sought, and is submitted to the Director of the relevant Department or authorized alternate within ten (10) days from the receipt of the Step I reply. The decision of the Director of the relevant Department or authorized alternate will be issued to the Employee and a copy to the Union, in writing within ten (10) days of receipt of the written grievance.

Step III

If the grievance is not resolved in Step II, the grievance shall be submitted in the same form as in Step II, to the Site Manager of the Hospital, or authorized alternate, within ten (10) days from the date of the decision by the Director of the relevant Department or authorized alternate. The Site Manager of the Hospital or authorized alternate shall issue a decision in writing to the Employee and a copy to the Union within ten (10) days of receipt of the grievance.

Step IV

- (a) If the grievance is not resolved in Step III either party may within fifteen (15) days from the date the decision by the Site Manager of the Hospital or authorized alternate was issued and provided the grievance has been properly processed according to the provisions required by the grievance procedure, notify the other party in writing of its desire to submit the grievance to adjudication and:
- (i) name its appointee to the adjudication board; or
 - (ii) state its desire to meet to consider the appointment of a single arbitrator.

The notice shall be submitted in writing specifying the nature of the grievance, the Article or Articles of this Collective Agreement upon which the grievance is based and the redress sought.

- (b) Within seven (7) days after receipt of notification provided for in sub-clause (a) above, the party receiving such notice shall:
 - (i) inform the other party of the name of its appointee to an adjudication board; or
 - (ii) arrange to meet with the other party in an effort to select a single arbitrator. Where agreement cannot be reached on the principle and/or selection of a single arbitrator, then each party shall inform the other party of the name of its appointee to an adjudication board.
- (c) The two appointees so selected shall within five (5) days of the appointment of the second of them, appoint a third person who shall be the chairperson.
- (d) If the two members fail to appoint a third member within ten (10) days after the day on which the last of the two members is appointed, a third member who shall be chairperson shall be appointed pursuant to the Code.
- (e) The arbitrator or the adjudication board shall hear and determine the difference and shall issue an award in writing and the decision is final and binding upon the parties and upon any Employee affected by it. The award of the arbitrator or a majority of the adjudication board is the award, but if there is no majority the decision of the chairperson governs and shall be deemed to be the award of the board.
- (f) Each party to the difference shall bear the expense of its respective appointee to the adjudication board and the two parties shall bear equally the expenses of the chairperson or the arbitrator.
- (g) The arbitrator or the adjudication board by its decision shall not alter, amend or change the provisions of this Collective Agreement.

10.04 In the event that the Employee or the Union request a discussion with the Employer in accordance with this grievance procedure and where the Employee is present, and if the discussion takes place during the Employee's regularly scheduled shift, then the Employee shall notify his immediate supervisor, or authorized alternate who is not within the scope of any Collective Agreement, of the place, date and time of the discussion as soon as possible prior to the discussion. There shall be no loss of income by the Employee for time spent at this discussion.

10.05 In the event an Employee alleges:

- (a) discipline without just cause, a grievance may be commenced at Step II;

(b) dismissal without just cause, a grievance may be commenced at Step III.

10.06 A complaint alleging unjust treatment or the improper dismissal of a probationary employee may be presented as a grievance directly to the Administrative Head of the Hospital, or his authorized designate. The Employer's response to such a complaint is final and binding and the matter may not be advanced to Step IV of this procedure.

10.07 (a) In the event the Employer's representative fails to respond to the grievance at any Step of this grievance procedure, the grievance may be advanced by the Employee to the next Step within five (5) days of the expiration of the time allowed for the Employer's response.

(b) In the event that a grievance is not advanced by the Employee or the Union to the next Step of the grievance procedure before the expiration of the time provided for doing so, the grievance shall be deemed to be abandoned or resolved unless the parties have mutually agreed in writing to extend the time limits.

10.08 The time limits specified throughout the steps of the grievance procedure may be extended by mutual consent in writing between the Union and the Employer.

ARTICLE 11

Union Stewards

11.01 The Employer agrees to recognize Employees who are elected or appointed as Union Stewards and recognizes their authority to represent other Employees. A Union Steward may, at the request of an Employee, accompany or represent him in the processing of a grievance with management. When it becomes necessary for a Union Steward to leave his job for this purpose he will request time off from his immediate Supervisor who is not within the scope of this Collective Agreement providing him with as much advance notice as possible. Arrangements will be made by the Supervisor to permit the Union Steward to leave his job for this purpose with no loss of regular earnings, as soon as reasonably possible. Such time off shall be granted only upon the approval of the Supervisor or authorized alternate, which approval shall not be unreasonably withheld.

11.02 The Local agrees that Union Stewards and Employees alike shall not enter into discussions concerning Union business during working time. The Union reserves the right to appoint a Union Steward to represent a work area that has no Union Stewards.

11.03 A list of Union Stewards shall be supplied by the Union to Human Resources which shall be advised in writing of any change in this list.

11.04 The Local shall have the right at any time to the assistance of Union Staff Members when dealing or negotiating with the Employer and when processing a grievance. Such representatives shall approach members at work only when engaged in such activities and provided they have received the approval of the Director of Human Resources or designate. Such approval shall not be unreasonably denied.

ARTICLE 12

Discipline, Dismissal And Termination

12.01 (a) When the Employer takes disciplinary action against an Employee apart from discipline of a minor nature which does not become part of the Employee's official Human Resources Department File, that Employee shall be informed in writing as soon as reasonably possible as to the reason(s) for such action.

(b) There shall be only one (1) file for any discipline and that file shall be the official Human Resources Department file.

12.02 An Employee who has been subject to disciplinary action may after two (2) years of continuous service from the date the disciplinary measure was invoked, request in writing that his official Human Resources Department file be cleared of any record of the disciplinary action. Such request will be granted providing the Employee's file does not contain any further record of disciplinary action, during that two (2) year period, of which the Employee is aware. The Employer will confirm in writing to an Employee eligible to have his record cleared, that such action has been effected.

12.03 (a) The Employer agrees that access to an Employee's official Human Resources Department File shall be provided to the Employee, upon written request.

(b) Upon written notice, a grievor shall be permitted to review his official Human Resources Department File in the event of a difference or grievance. An Employee shall be given a copy of any documents in such File pertinent to the difference or grievance. He may request a representative of the Union to be present at such time.

(c) An Employee requesting one (1) copy of a document, pertaining to a difference or a grievance, in his official Human Resources Department File shall be given such copy.

- 12.04 An Employee who is to be disciplined, apart from discipline of a minor nature which does not become a part of his official Human Resources Department File, shall be entitled to have a Union Steward present and to have him assist at the interview. It is the sole responsibility of the Employee and the Union to arrange the attendance of such Union Steward. If an Employee requests, he will be allowed a reasonable period of time to arrange the attendance of a Union Steward. When it becomes necessary for a Union Steward to leave his job for this purpose he will give his supervisor as much advance notice as possible. Arrangements will be made by the supervisor to permit the Union Steward to leave his job for this purpose with no loss of regular earnings, as soon as reasonably possible. Such time off shall be granted only upon approval of the supervisor or authorized alternate, which approval shall not be unreasonably withheld.
- 12.05 An Employee absent for three (3) consecutive working days without good and proper reason will be considered to have terminated his employment with the Employer.
- 12.06 Except for the dismissal of a probationary Employee, there shall be no dismissal or discipline except for just cause.

ARTICLE 13

No Discrimination

- 13.01 There shall be no discrimination, restriction or coercion exercised or practiced by either party in respect of any Employee by reason of age, race, colour, creed, national origin, political or religious affiliation, gender, sexual preference, marital status, nor by reason of activity in the Union nor in respect of an Employee or the Employer exercising any right conferred under this Agreement or any law of Canada or Alberta.

ARTICLE 14

Employee Performance Appraisals

- 14.01 The parties to this Collective Agreement recognize the desirability of Employee Performance Appraisals in accordance with accreditation guidelines.
- 14.02 (a) All Employee Performance Appraisals shall be in writing.
- (b) Meetings for the purpose of the Employee Performance Appraisal interview shall be scheduled by the Employer with reasonable advance notice. The Employee shall sign his Employee Performance Appraisal for the sole purpose of indicating that he is aware of the appraisal, and shall have the right to respond in

writing within seven (7) days of the interview and that reply shall be placed in his official Human Resources Department File. If an Employee so requests, he shall be given a copy of the Employee Performance Appraisal upon the completion and signing of the Employee Performance Appraisal.

- (c) An Employee's Performance Appraisal shall not be released by the Employer to any person except a single arbitrator or a Board of Arbitration, without the written consent of the Employee.

ARTICLE 15

Notice

- 15.01 Any notice required here under to be given shall be deemed to have been sufficiently served if personally delivered, or by receipted courier service, faxed, or mailed in a prepaid registered envelope addressed in the case of the Employer to:

Chief Executive Officer
Alberta Mental Health Board
19th Floor, 10025 Jasper Avenue
Edmonton, Alberta
T5J 2N3

and in the case of the Union to:

The President,
The Alberta Union of Provincial Employees
10451 – 170 Street
Edmonton, Alberta
T5P 4S7

ARTICLE 16

Probationary Period

- 16.01 (a) A newly hired Employee shall first serve a probationary period of five hundred and three point seven five (503.75) hours worked. If a new Employee is unsatisfactory in the opinion of the Employer, the employment of such Employee may be terminated at any time during the probationary period without cause or notice. A probationary Employee who has been terminated has a right to hearing pursuant to Article 10.06. An Employee will be kept advised of his progress during the probationary period.
- (b) By mutual agreement in writing between the Union and the Employer, the probationary period may be extended up to five hundred and three point seven five (503.75) hours worked. If,

during the extended probationary period, the new Employee is unsatisfactory in the opinion of the Employer, the employment of such Employee may be terminated at any time during the probationary period without cause or notice. A probationary Employee who has been terminated has a right to a hearing pursuant to Article 10.06. An Employee will be kept advised of his progress during the probationary period.

ARTICLE 17

Seniority

- 17.01 The Employer shall maintain three (3) separate seniority lists as follows:
- (a) Full-time Employees
 - (b) Part-time Employees
 - (c) Relief and Temporary Employees
- 17.02 Seniority shall be based on the date of hire in the bargaining unit from the last date of hire.
- 17.03 Notwithstanding 17.02 above, a member of the Local who has unbroken seniority in Chapter 008, and who transfers to a position which falls under this collective agreement, shall carry their seniority over and they shall be placed on the new seniority list in accordance with their seniority as earned in the previous bargaining unit.
- 17.04 An Employee who changes status shall carry their seniority over and will be placed on the new seniority list in accordance with their seniority as earned in the previous status.
- 17.05 The Employer agrees to provide the Union with an updated seniority list on a quarterly basis, subject to Article 17.
- 17.06 Seniority shall be considered broken, all rights forfeited and there shall be no obligation to rehire when:
- (a) the employment relationship is terminated by either the Employer or the Employee;
 - (b) three hundred and sixty-five (365) calendar days has expired following layoffs, during which time the Regular Employee has not been recalled to work;
 - (c) a Regular Employee does not return to work on recall in accordance with Article 18.

ARTICLE 18

Layoff and Recall Procedure

- 18.01 In the event that the regular hours of work (FTE) of any Employee(s) are to be reduced within a classification, the Employee(s) with the least seniority within the classification shall be the first Employee(s) removed from such classification.
- 18.02 Prior to implementation of the provisions of this Article, the Employer will meet with the Union to inform the Union of the Employer's intentions and provide the Union with current seniority lists.
- 18.03 Relief and Temporary Employees working regularly scheduled shifts, shall have such regular shifts cancelled prior to a reduction in the regular hours of work of Regular Employees, to provide displaced Regular Employees the option to maintain their pre-layoff F.T.E. through relief and temporary shifts. Any reduction in Relief and Temporary Employees shall be in accordance with seniority, and Relief and Temporary Employees with the least seniority in the classification shall be the first removed employee. While working relief or temporary shifts, displaced Regular Employees shall be governed by the Collective Agreement provisions applicable to Relief and Temporary Employees. There shall be a corresponding relationship between the number of shifts cancelled and the reduction in the number of regular hours of work of Regular Employees.
- 18.04 No new Employee shall be hired while there is an Employee on layoff as long as the laid off Employee can perform the work required.
- 18.05 Regular Full-Time Employees: Layoff Procedure
- The Regular Full-time Employee(s) with the least seniority shall be the first Regular Full-time Employee(s) to be affected and, subject to Article 18.07, laid off.
- 18.06 Regular Part-time Employees: Layoff Procedure
- (a) The Regular Part-time Employee(s) with the least seniority in the first affected F.T.E. grouping shall be the first Regular Part-time Employee(s) to be affected and displaced. The Regular Part-time Employee(s) with the least seniority in the second affected F.T.E. grouping shall be the second set of Regular Part-time Employee(s) to be affected and displaced and so on through each subsequent F.T.E. grouping until the least senior Regular Part-time Employee(s) in the Chapter have been laid off.

(b) The F.T.E. groupings are as follows:

- (i) .80 to .9999
- (ii) .60 to .7999
- (iii) .40 to .5999
- (iv) .01 to .3999

18.07 Displacement and Reassignment

A Regular Full-time Employee(s) who has been identified for layoff in accordance with Article 18.05, and who has greater seniority than a Regular Part-time Employee(s) shall be given the option to:

- (a) displace the Regular Part-time Employee with the least seniority; or
- (b) accept layoff.

In the event that there is more than one (1) Regular Full-time Employee identified for layoff, the Regular Full-time Employee who is displacing into a given F.T.E. grouping will have preference as to which Regular Part-time Employee they shall displace based on seniority in accordance with Articles 18.06(b) and 18.07(a). A Regular Full-time Employee exercising the option to displace a Regular Part-time Employee shall be governed by the Collective Agreement provisions applicable to Regular Part-time Employees with recall rights to full-time status.

18.08 Notice Provisions

- (a) (i) The Employer shall notify Regular Employees to be laid off or re-assigned in accordance with Articles 18.01, 18.05, 18.06, and 18.07 at least twenty-eight (28) calendar days before the layoff or re-assignment is to be effective. If the Regular Employee who has received layoff notice is not provided with an opportunity to work during the notice period, such Regular Employee shall be paid an amount equal to the wages the Regular Employee would have earned, had she worked her regular hours of work in the twenty-eight (28) calendar day period. If such Regular Employee is assigned duties other than those normally connected with the classification in question during the notice period, the Regular Employee shall not be paid less than the amount of wages she would have been entitled to receive had such Regular Employee not been provided with an opportunity to work during the notice period.

- (ii) Where the layoff(s) or displacement(s) result from an Act of God, fire or flood, the twenty-eight (28) calendar days notice is not required but up to two (2) weeks pay in lieu thereof based on regularly scheduled hours worked during this period shall be paid to affected Regular Employees.
 - (iii) Where the layoff(s) or displacement(s) result from a work stoppage by Employees not covered by this Collective Agreement, no notice or pay in lieu of notice shall be required.
- (b) Notice of re-assignment or layoff shall be in writing and shall be served either in person, by courier or by double registered letter directed to the Employee's last known address. Re-assignment or layoff notices served by double registered letter shall be considered served effective the date of registration with the postal services **or**, if served in person or by courier shall be considered served effective the date of receipt by the Employee.
- (c) The Union shall be notified **of** layoffs, displacements and re-assignments as they occur.
- (d) **A Regular Full-time Employee who receives layoff notice and who does not wish to exercise his displacement rights, if any, shall have a maximum of forty-eight (48) hours, not including named holidays or weekends, from the receipt of such notice to provide the Employer with written notice of his refusal to exercise such rights. A Regular Full-time Employee who provides the Employer with such written notice within the prescribed time limits shall then be laid off with recall rights on the effective date of the layoff notice. A Regular Full-time Employee who fails to provide the Employer with such notice within the prescribed time limits shall be deemed to have accepted the re-assignment, in accordance with Article 18.07.**
- (e) In the event that a Regular Full-time Employee chooses not to exercise his displacement rights, the Employer shall have the right to rescind layoff notices to Regular Part-time Employees.
- (f)
 - (i) A Regular Employee affected pursuant to Articles 18.01, 18.05, 18.06 and 18.07 while on a leave of absence of any kind, shall be served with notice under Article 18.08 after he has advised the Employer of his readiness to return to work, unless the Employer and the Regular Employee agree to implement the displacement procedure earlier.

- (ii) A Regular Employee who receives notice of layoff or displacement, pursuant to Articles 18.01, 18.05, 18.06 and 18.07 and who subsequent to receipt of such notice, becomes ill or injured shall not have the effective date of their layoff or displacement amended.

18.09 Recall

- (a) Subject to the provisions of Articles 17.02 and 17.06, when increasing the work force, or increasing the hours of work for any position, Regular Employees who have been laid off for less than three hundred and sixty-five (365) calendar days shall be recalled in order of seniority. The method of recall shall be by telephone and, if such is not possible, by letter sent by courier or double registered mail to the Regular Employee's last known place of residence. The Regular Employee so notified will return to work on the date specified or other mutually agreed date. Failure to report on the date specified or mutually agreed date, without good and proper reason, shall constitute a termination of employment by the Regular Employee.
- (b) A Regular Employee who, in accordance with Article 18.07, has displaced a Regular Part-time Employee shall maintain recall rights to the pre-layoff FTE while working as a Regular Part-time Employee. Such recall shall be in order of seniority in accordance with Article 18.09(a), and shall be to regular employment only.
- (c) The Union shall be notified of recalls as they occur.
- (d) In the event that there is a conflict between the provisions of Article 18.09 "Recall" and Articles 18.05, 18.06 and 18.07, the provisions of Articles 18.05, 18.06 and 18.07 shall prevail.

18.10 Where a Regular Employee is laid off and has requested, in writing, priority for relief or temporary work, the Employer shall endeavour to offer such work to laid off Regular Employees in order of their seniority. A Regular Employee accepting such offer of work shall be governed by the Collective Agreement provisions applicable to Relief or Temporary Employees. A Regular Employee who accepts such work shall retain his rights to recall in accordance with Article 18.09.

18.11 Benefits While on Layoff

A Regular Employee who is laid off may make prior arrangements to pay the full premiums of any applicable benefit plans to assure continuation of such protection if so desired. Such arrangements shall continue so long as the Regular Employee has rights to recall. Failure by the Regular Employee to submit the premium payments will result in the Employer discontinuing premium payments for that Employee.

- 18.12 Other than for the continuance of seniority, discipline, grievance and arbitration rights and rights and benefits arising under this Article a Regular Employee's rights while on layoff shall be limited to the right to recall.
- 18.13 The operation of Article 18 shall not be construed as a violation of Articles 19 (Job Opportunities), 20 (Promotions, Transfers and Trial Period) and 23.03 and 23.04 (a) (Hours of Work).

SEVERANCE PAY

- 18.14 (a) A Regular Full-time Employee who has been laid off from a regular position shall be eligible for severance pay in the amount of one and one-half (1 1/2) week's pay for each full year of continuous employment to a maximum of twenty-five (25) weeks of pay.
- (b) A Regular Part-time Employee who has been laid off from a regular part-time position shall be eligible for severance pay in the amount of one and one-half (1 1/2) week's pay for each full period of two thousand and twenty-two decimal seven five (2,022.75) hours of work.
- (c) A Regular Full-time or Regular Part-time Employee who does not accept severance pay in accordance with Article 18.14 (a) or (b), as applicable, shall be entitled to remain on recall up to a total of three hundred and sixty five (365) calendar days from the effective date of layoff.
- (d) A Regular Full-time or Regular Part-time Employee who accepts severance pay shall have terminated employment, with no further rights to recall. A laid off Employee who accepts an alternate position with the Employer is not eligible for severance pay.
- (e) A Regular Full-time or Regular Part-time Employee who is laid off shall have fourteen (14) calendar days from the date of actual layoff to decide whether to take severance pay or to remain on the recall list. Any Employee who does not advise the Employer in writing of the Employee's decision to accept severance pay shall be deemed to have decided to remain on the recall list.
- (f) One and one-half (1 1/2) weeks' pay as described in Article 18.14 (a) and (b) shall be at the applicable basic rate of pay of the position from which the Employee was laid off, on the effective date of layoff.
- (g) Severance pay shall not be paid to a Regular Employee who terminates, resigns or retires.

(h) Voluntary Severance

- (i) Any Regular Employee may apply for severance pay under this Article. If the application is accepted, the Employee is eligible for severance in accordance with the terms of this Article.
- (ii) The Employer shall have the sole discretion to accept or reject any application under (i) above, and the Employer's decision shall not be subject to review or to Article 10, Grievance Procedure.

ARTICLE 19

Job Opportunities

- 19.01 Once the provisions of Article 18.09 (Recall) have been complied with, vacant positions to be filled which fall within the bargaining unit will be posted for a period of not less than five (5) calendar days exclusive of Saturdays, Sundays and Paid Holidays. All postings will indicate a closing date.
- 19.02 All applications delivered in writing to the Human Resources Office during such period of posting will be considered. Employees who are applicants shall be informed in writing of their acceptance or rejection as soon as possible after the appointment is made.
- 19.03 When circumstances require the Employer to fill a vacancy before expiration of the posting period, the appointment shall be made on a temporary basis only, until a regular appointment is made.
- 19.04 The parties may mutually agree to waive application of this Article.
- 19.05 Where a vacancy is to be filled, it shall be posted within thirty (30) days of the vacancy occurring.

ARTICLE 20

Promotions, Transfers and Trial Period

- 20.01 In making a promotion, transfer, or change in status, as a result of a posted vacancy, preferential consideration over outside applicants shall be given to Employees who possess the required qualifications needed to fill the position. Promotions and transfers will be based on job knowledge, experience, education, special skills, ability to supervise, seniority and other qualifications needed to fill the position.

- 20.02 When a Regular Employee is promoted from one classification to another the salary of such promoted Regular Employee shall be advanced to the lowest step in the salary scale of the higher classification to which he has been promoted that exceeds his current salary.
- 20.03 When a Regular Employee is transferred or transfers to a lower rated classification, the Regular Employee shall move to the step of the lower rated classification as held in the classification from which he was transferred or transfers, and his anniversary date shall not be changed.
- 20.04 A bargaining unit Employee who is promoted to a more senior position, transferred, or has a change in status shall serve a trial period of up to three hundred and ten (310) regular hours worked in a new position. During the trial period the Employee may either,
- (a) return to his former position at his request; or
 - (b) be returned to his former position,
- but in either circumstance, at the sole discretion of the Employer, he may be assigned to a similar position consistent with his abilities and/or qualifications, which position may not be the specific position or in the specific area occupied prior to promotion or transfer.

ARTICLE 21

Acting Incumbents

- 21.01 A Regular Employee required by the Employer to replace another Regular Employee holding a position within the Local, to which is assigned a higher pay grade, for at least two (2) hours worked or more, shall in addition to her basic rate of pay, be paid a premium which is the equivalent hourly rate of the difference between the maximum basic rates of pay of the two job classifications for the time so worked.
- 21.02 Where a Regular Employee agrees to substitute on another job outside of the Bargaining Unit, for at least seven and three-quarter (7 3/4) hours worked or more, the Regular Employee will receive, in addition to her regular salary, an amount commensurate with the additional responsibilities.
- 21.03 When a Regular Employee is temporarily assigned to a position paying a lower rate, her rate shall not be reduced.
- (a) A Licenced Practical Nurse assigned by the Employer as a preceptor shall receive an additional sixty-five (65) cents per hour.
 - (b) "Preceptor" shall mean a Licenced Practical Nurse who is assigned to supervise, educate and evaluate.

ARTICLE 22

Reclassification

- 22.01 Employees holding positions which fall within the Bargaining Unit will be provided with a functional outline of their duties. New Employees will be provided with this information on their first (1st) day of employment. An Employee will be provided with a written copy upon written request to Human Resources.
- 22.02 (a) An Employee's written request to Human Resources for a classification or position review will be dealt with within sixty (60) days of receipt. The review will be based on the position as it was on the date of the request for review. The Employee will be advised in writing of the results of the review within ninety (90) days of the date of the request.
- (b) If as a result of this review, the classification is changed it shall be effective as of the date the written request is received in the Human Resources Office.
- 22.03 (a) When the duties of a classification are significantly altered by an action of the Employer or where a new classification is formed during the life of this Collective Agreement which may fall within the Bargaining Unit, the Employer shall give written notice to the Union of the new or altered classification and the proposed Basic Rate of Pay for such classification within twenty-one (21) calendar days.
- (b) The Union may contest the proposed Basic Rate of Pay by sending written notice to the Employer. A notice to contest the Basic Rate of Pay must be sent to the Employer not later than twenty-one (21) calendar days from the date of the Employer's notice.
- (c) The Parties shall attempt to resolve the Basic Rate of Pay through negotiations. Should the **two** (2) Parties fail to reach an agreement through negotiations, the grievance procedure shall apply commencing at Step III.
- (d) The proposed Basic Rate of Pay for the new or altered classification shall remain in effect until such time as it is amended as a result of negotiations or the resolution of the grievance regarding the proposed Basic Rate of Pay. Such amended Basic Rate of Pay will be effective from the date of written notice from the Employer to the Union.
- 22.04 An Employee whose position is reclassified to one with a higher Basic Rate of Pay shall be advanced:
- (a) to the job rate if the Employee is presently at the job rate;

- (b) to that step in the salary scale which will grant him a minimum hourly increase in the amount of the differential between the beginning rate of his present classification and the beginning rate of the classification to which he has been reclassified.

22.05 An Employee whose position is reclassified to one with a lower Basic Rate of Pay, through no cause of his own, shall not have his Basic Rate of Pay altered from the Basic Rate he was earning on the date his position was reclassified until such time as the Basic Rate of Pay in the lower employment classification exceeds the Basic Rate of Pay in effect on the date of reclassification. Where applicable, an Employee so affected shall continue to accumulate entitlement to the job rate of pay in the lower classification. It is understood, however, that the foregoing does not apply in the case of Employee demotion for causes relating to job performance or conduct.

22.06 The time limits prescribed in the preceding sections may be extended by mutual agreement of the Parties. Such agreement shall be made in writing.

22.07 An Employee is entitled, on request, to a copy of the position description, and if applicable, the class specification for his position.

ARTICLE 23

Hours Of Work

23.01 The normal hours of work shall be seventy-seven and one-half (**77 1/2**) hours in each period of fourteen (**14**) calendar days averaged over one complete cycle of the shift schedule and the normal work day, or shift shall be seven and three-quarter (**7 3/4**) work hours.

23.02 (a) Time off duty for meals will not be considered as working time and will be one-half (**1/2**) hour each shift. If a Regular Full-time Employee is recalled to duty during a meal break, compensating time shall be provided later in the shift or paid to the Regular Full-time Employee at overtime rates.

(b) A paid rest period of fifteen (**15**) minutes will be permitted during each full one-half (**1/2**) shift.

(c) The time of meal breaks and rest periods shall be determined by the Employer. In making this determination the Employer will consider Regular Full-time Employee preferences.

- 23.03 Shift schedules shall be posted not less than twelve (12) weeks in advance and shall be for a minimum of one (1) week. Where a change is made in the Regular Full-time Employee's scheduled day(s) off with less than fourteen (14) calendar days' notice, the Regular Full-time Employee shall be paid at time and one-half (1 1/2) for all hours worked on the first shift of the changed schedule.
- 23.04 Except in cases of emergency or by mutual agreement between a Regular Full-time Employee and the Employer, shift schedules shall provide for:
- (a) at least fifteen and one-half (15 1/2) hours off duty between shift changes, e.g. days to nights, etc.;
 - (b) at least **two** (2) consecutive days of rest;
 - (c) Regular Full-time Employees not to be scheduled to work shifts involving more than two (2) different starting times between scheduled days off;
 - (d) days of rest with a minimum of **two** (2) weekends in a five (**5**) week period. "Weekend" shall mean a Saturday and the following Sunday, assuring a minimum of fifty-five (**55**) hours off duty.
- 23.05 If a Regular Full-time Employee is required by the Employer to change shifts (i.e. afternoons to days, etc.) without receiving fifteen and one-half (**15 1/2**) hours off duty, the Regular Full-time Employee shall be entitled to premium pay at double (2X) basic rate of pay for the first tour of duty on the new shift.
- 23.06 For the purpose of adopting a compressed work week or flextime system, modified hours of work and provisions related thereto may be implemented by mutual agreement, in writing, between the Employer and the Union. Either party may, on written notice of no less than thirty (**30**) calendar days, terminate such an agreement.
- 23.07 Regular Full-time Employees shall be aware that, in the course of their regular duties, they may be required to work on various shifts throughout the twenty-four (24) hour period of the day and the seven (**7**) days of the week. The first shift of the working day shall be the one wherein the majority of hours worked fall between 2400 and 0800 hours.
- 23.08
- (a) The Employer, in scheduling shifts, shall take into consideration a Regular Full-time Employee's request for certain shift schedules, subject to the requirements of Articles 23.07 and 23.08(b).
 - (b) The shift patterns which may be available are:
 - (i) days, evenings, nights rotation

- (ii) permanent days
 - (iii) permanent evenings (only by request of Regular Full-time Employee)
 - (iv) permanent nights (only by request of Regular Full-time Employee)
 - (v) evenings and days (rotation)
 - (vi) nights and evenings (only by request of Regular Full-time Employee)
 - (vii) nights and days (rotation)
- (c) Regular Full-time Employees working shift choices (i), (v) and (vii) in Article **23.08(b)**, upon request, shall be assigned day duty at least one-third (**1/3**) of the time during the shift cycle.
- (d) Scheduled days of rest, vacation periods and Paid Holidays off duty shall not be considered as day duty for the purpose of applying this provision.

23.09 Regular Full-time Employees may exchange shifts among themselves, provided that:

- (a) the exchange is agreed to, in writing, between the affected Regular Full-time Employees;
- (b) prior approval for such exchange has been given by the Regular Full-time Employee's immediate supervisor.

Such exchange shall not be deemed a violation of the scheduling provisions of this Article.

23.10 A Regular Full-time Employee shall not be scheduled to work more than seven (7) consecutive shifts except by mutual agreement between the Employer and the Regular Full-time Employee.

23.11 If, in the course of a posted schedule, the Employer changes a Regular Full-time Employee's scheduled shift, but not the Regular Full-time Employee's scheduled days off, he shall be paid at the rate of one and one-half times (**1 1/2X**) his basic rate of pay for all hours worked during the first shift of the changed schedule, unless fourteen (**14**) calendar days notice of such change has been given. This clause shall not apply where the provisions of Article **23.04** apply.

23.12 On the date fixed by proclamation in accordance with the Daylight Savings Time Act, of conversion to Mountain Standard Time, regular hours of work shall be extended to include the resultant additional hour with additional payment due therefore at the applicable overtime rate. On the date fixed by said Act for the resumption of Daylight Saving Time, the resultant reduction of one (1) hour in the shift involved shall be effected with the appropriate deduction in regular earnings.

ARTICLE 24

Overtime

24.01 All overtime must be authorized in advance. A Regular Full-time Employee who works overtime shall be paid at the rate of two times (2X) his basic rate of pay for all hours. Overtime is defined as:

- (a) time worked in excess of seven and three-quarters ($7\frac{3}{4}$) hours per day,
- (b) time worked when a Regular Full-time Employee is called back to duty beyond the Regular Full-time Employee's normal working hours, pursuant to Article 26 (Call Out),
- (c) time worked on a Regular Full-time Employee's scheduled day(s) off. Article 24.01(c) shall not apply if the scheduled day(s) off are changed by giving fourteen (14) or more calendar days notice.

24.02 Time off in lieu of overtime worked shall be granted if requested by the Regular Full-time Employee and approved by the Employer. Regular Full-time Employees shall not be required to layoff during a regular shift to equalize any overtime worked previously.

24.03 Failure to provide at least fifteen and one-half ($15\frac{1}{2}$) hours rest between shifts when the shift schedule is changed, shall result in payment of overtime at established rates for any hours worked during such normal rest period.

24.04 All overtime shall be calculated to the nearest one-quarter ($\frac{1}{4}$) hour.

24.05 Except in the case of unforeseen circumstances, when overtime work is scheduled the Regular Full-time Employee affected shall be given at least four (4) hours' notice.

- 24.06 A Regular Full-time Employee who normally travels from work to his place of residence by means other than his own vehicle following completion of his regular shift, but who is prevented from doing so by being required to remain on duty longer than his regular shift and past the time when public transportation is available, shall be reimbursed for reasonable and substantiated cost of alternate transportation from the Employee's place of work to his residence.
- 24.07 Overtime shall be shared as equally as is practicable among Regular Full-time Employees within each classification who perform the work involved.
- 24.08 The overtime meal allowance shall be ten dollars (\$10.00) after four **(4)** hours of overtime.

ARTICLE 25

On-Call Duty

- 25.01 The term "On-Call Duty" shall be deemed to mean any period, the duration of which is not less than eight (8) hours, during which a Regular Employee must be available to respond without undue delay to any request to return to duty. Regular Employees required by the Employer to be on "On-Call Duty" shall receive:
- (a) \$2.25 per hour of assigned on-call on any regularly scheduled working day, or
 - (b) \$3.25 per hour of assigned on-call on any regular day **off** or Paid Holiday.

ARTICLE 26

Call-Out

- 26.01
- (a) When a Regular Full-time Employee is called out to work outside of scheduled working hours, he shall be paid for all time worked at overtime rates or a minimum of two (2) hours at overtime rates whichever is the greater.
 - (b) Such Regular Full-time Employee shall be reimbursed for a round trip between the Hospital and his home at the rate of thirty-five **(35)** cents per kilometre, or as per Employer policy, whichever is greater.
 - (c) A subsequent call within two **(2)** hours of the original call shall be considered one **(1)** call for the purpose of determining minimum call-out pay.

26.02 A Regular Full-time Employee who is called out to work on a Paid Holiday in accordance with Article 27.01 shall receive:

- (a) two and one-half times (2 1/2X) his basic rate of pay for the actual hours worked or a minimum of two (2) hours whichever is greater, plus
- (b) time off at his basic rate of pay for the actual hours worked.

26.03 When a call-out forms a continuous period with the Regular Full-time Employee's normal working hours, overtime rates shall apply only to those hours worked before the commencement of the regularly scheduled shift and the normal working hours shall not be reduced as a result of such call-out except by mutual consent.

ARTICLE 27

Reporting Pay

- 27.01
- (a) In the event that a Regular Employee reports for work as scheduled and is requested by the supervisor to return home and report for a later shift, the Regular Employee shall be compensated for the inconvenience by a payment equivalent to four (4) hours pay at his basic rate of pay.
 - (b) Such Regular Employee shall be reimbursed for a round trip between the Employee's place of work and their home at the rate of thirty-five (35) cents per kilometre or taxi fare upon production of a receipt.

ARTICLE 28

Shift And Weekend Differentials

28.01 In addition to his basic rate of pay, a shift differential of one dollar and seventy-five cents (\$1.75) per hour shall be paid to Employees working a shift whereby the majority of such shift falls within the period of 1500 hours to 0700 hours.

28.02 An Employee shall be paid, in addition to his basic rate of pay and any shift differential to which such Employee may be entitled, a weekend differential of one dollar and seventy-five cents (\$1.75) per hour for all hours worked between 1500 hours Friday and 0700 hours Monday.

28.03 The weekend differential shall commence with the beginning of the evening shift on Friday and shall continue until the commencement of the day shift on Monday morning, "Evening Shift" shall mean a shift where the majority of hours are between 1500 hours and 2300 hours and "Day Shift" shall mean a shift where the majority of hours are between 0700 hours and 1500 hours.

ARTICLE 29

Paid Holidays

29.01 (a) The following are considered Paid 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 Day	

and all general holidays proclaimed by the municipality or the Government of Alberta or Canada.

(b) In addition to the foregoing Paid Holidays, Regular Full-time Employees who are employed on or before July 1st in any year shall be granted an additional holiday as a "Floater" holiday in that year. Such holiday shall be granted at a mutually agreeable time. Failing mutual agreement by December 31st of that year, the Employee shall receive payment for such day at her basic rate of pay.

(c) Subject to Article 29.01(d), if requested by the Employee, the Floater holiday shall be observed to give five (5) consecutive days **off** including the weekend as follows:

- (i) on December 24th when Christmas Day falls on a Tuesday, a Thursday, a Friday or a Saturday;
- (ii) on December 27th when Christmas Day falls on a Monday or a Wednesday;
- (iii) on December 28th when Christmas Day falls on a Sunday.

- (d) (i) In the event that the operational requirements of the Employer cannot permit the granting of a Regular Full-time Employee's request pursuant to Article 29.01(c) above, the provisions of Article 29.01(c) shall be null and void. However, the provisions of Article 29.01(b) shall be modified so that the time frames for receiving a day off or compensation for the Floater holiday shall be extended by three (3) months to March 31st.
- (ii) All Regular Full-time Employees who wish to exercise the option detailed in Article 29.01(c) shall indicate their intention in writing to their supervisor no later than November 1st of that year, and the granting of the provisions of Article 29.01(c) shall be on a seniority basis on each unit.

29.02 To qualify for a Paid Holiday the Regular Full-time Employee must:

- (a) work her scheduled shift immediately prior to and immediately following the holiday except where the Regular Full-time Employee is absent due to illness or other reasons acceptable to the Employer;
- (b) work on the Paid Holiday when scheduled or required to do so.

29.03 A Regular Full-time Employee obliged in the course of duty to work on a Paid Holiday shall be paid for all hours worked on a Paid Holiday at double time and one-half (2 1/2X) her basic rate of pay, plus:

- (a) (i) one (1) regular day's pay, or
- (ii) a mutually agreeable day off with pay within thirty (30) days either before or after the holiday, or
- (iii) Regular Full-time Employees employed in continuous operations shall have the opportunity to elect to have the alternate day off scheduled in conjunction with their next annual vacation provided that for the purposes of applying this provision the alternate days off shall be administered and taken only in accordance with Article 30.02 hereof. In the event that the alternate days off are not taken in conjunction with the Regular Full-time Employees next annual vacation they shall be taken at a mutually agreeable time. Once scheduled, the alternate days off shall not be re-scheduled except by mutual agreement of the Regular Full-time Employee and the Employer.

- (b) where applicable, a Regular Full-time Employee shall receive compensating time off at his basic rate of pay for all hours worked in excess of seven and three-quarter (7 3/4) hours on a Paid Holiday.

29.04 Should a Paid Holiday fall during a Regular Full-time Employee's vacation period, he shall be allowed an extra day for such Paid Holiday. Should it not be possible for the Regular Full-time Employee to take such extra day in connection with his vacation, he shall be allowed the extra day within thirty (30) calendar days of return to duty. Failing this the Regular Full-time Employee shall be given one (1)day's pay at his basic rate of pay.

29.05 When a Paid Holiday falls on a day that would otherwise be a Regular Full-time Employee's regularly scheduled day off, the Regular Full-time Employee shall receive an alternate day off. Where such alternate day off cannot be arranged within thirty (30) days of the Paid Holiday, the Regular Full-time Employee shall receive one (1)day's pay at his basic rate of pay in lieu of the Paid Holiday.

29.06 No payment shall be made for any Paid Holiday occurring during:

- (a) a layoff;
- (b) an unpaid leave of absence; or
- (c) an absence while in receipt of disability insurance or Workers' Compensation benefits of eight (8) calendar days or more.

ARTICLE 30

Annual Vacation

30.01 For the purposes of this Article:

- (a) "Anniversary Date" means:
 - (i) in the case of an Employee whose employment commenced between the first (1st) and fifteenth (15th) day 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 last day in any month, the first (1st) day of the following calendar month.
- (b) "Vacation Year" means the twelve (12) month period commencing on the first (1st) day of January in one (1) calendar year and concluding on the thirty-first (31st) day of December in the same calendar year.

30.02 Subject to Article 35.06(e), during each year of continuous service in the employ of the Employer, a Regular Full-time Employee shall earn vacation with pay to be taken in the next following vacation year in proportion to the number of months worked during the vacation year, except as provided for in Article 30.06. The rate at which vacation is earned shall be governed by the total length of such employment as follows:

- (a) during each of the first (1st) to third (3rd) years of continuous full-time employment, a Regular Full-time Employee shall earn vacation calculated on a basis of fifteen (15) working days (116.25 hours); or
- (b) during each of the fourth (4th) to thirteenth (13th) years of continuous full-time employment, a Regular Full-time Employee shall earn vacation calculated on a basis of twenty (20) working days (155 hours); or
- (c) during each of the fourteenth (14th) to twenty-fourth (24th) years of continuous full-time employment, a Regular Full-time Employee shall earn vacation calculated on a basis of twenty-five (25) working days (193.75 hours); or
- (d) during the twenty-fifth (25th) and each subsequent year of continuous full-time employment, a Regular Full-time Employee shall earn entitlement to vacation calculated on a basis of thirty (30) working days (232.5 hours).

30.03 As far as is possible Regular Full-time Employees shall be granted their choice of vacation periods during the vacation year according to seniority but the right to allot vacation periods is reserved by the Employer in order to ensure efficient operation of the Hospital. In the event that the Employer and the Regular Full-time Employee cannot agree upon the date of commencement of a Regular Full-time Employee's vacation, the Employer shall set a vacation period and shall attempt to give thirty (30) calendar days' notice but in no circumstance shall give less than fourteen (14) calendar days' notice in advance. The Employer shall make every reasonable effort to grant a Regular Full-time Employee, upon request, at least two (2) weeks of annual vacation entitlement during the period July 1st to August 31st inclusive.

- 30.04
- (a) All vacation earned during one (1) vacation year shall be taken during the next following vacation year at a mutually agreeable time.
 - (b) The Employer shall post the vacation schedule planner by January 1st of each year. Each Employee shall submit his vacation preference by March 15th of that year and the Employer shall indicate approval or disapproval of that vacation request and shall post the resulting

vacation schedule by April 30th of the same year. Where the number of Employees indicating a preference for a specific period exceeds the number of Employees as determined by the Employer that can be allocated vacation during that period, seniority shall be the deciding factor.

- (c) Vacation leave shall be taken in one consecutive period unless otherwise mutually agreed by the Regular Full-time Employee and the Employer.
- (d) Vacation leave may not be divided into more than two periods except with the approval of the Employer. In the event approval is granted to divide vacation leave, dates for one period only will be allowed to fall in whole or in part between July 1st to August 31st inclusive except when such period is not requested by another Regular Full-time Employee.
- (e) Notwithstanding Article 30.04(a), an Employee may be permitted to carry forward a portion of unused vacation to the next vacation year. Requests to carry forward vacation shall be made in writing and shall not be unreasonably denied.

30.05 When a Regular Full-time Employee is required to work during his vacation he shall receive pay at time and one-half (1 1/2X). Hours worked while on vacation shall not be deducted from the Employee's vacation credits.

30.06 A Regular Full-time Employee who terminates his service or who is terminated shall receive vacation pay in lieu of all vacation earned but not taken.

30.07 A Regular Full-time Employee shall earn vacation leave pursuant to Article 30.02 during the following authorized absences:

- (a) education leaves financially assisted by the Employer;
- (b) sick leave for the first forty-four (44) consecutive work days;
- (c) any other leave of absence with or without pay for the first thirty (30) calendar days;
- (d) while in receipt of disability insurance or Workers' Compensation benefits for the first thirty (30) consecutive calendar days.

30.08 A Regular Full-time Employee who becomes hospitalized because of an acute illness for a period of three (3) consecutive days or more, that would have been work days if the Regular Full-time Employee was not on vacation, shall have these days reinstated for future use upon production of a medical certificate.

ARTICLE 31

Sick Leave

31.01 Casual Illness

- (a) "Casual Illness" means an illness which causes a Regular Employee to be absent from duty for a period of three (3) consecutive work days or less.
- (b) If an Employee is ill at work or requires time off for purposes of attending a dental, physiotherapy, optical or medical appointment, provided he has been given prior authorization by the Employer and he works one hour in a half day that he is absent for those purposes, such absence shall neither be charged against his casual illness entitlement, nor shall a deduction in pay be made for the time lost in the half day in which he became ill or attended the appointment. For purposes of this Article a half day is:
 - (i) for day workers, the time between 0815 hours and 1200 hours or between 1300 hours and 1630 hours, however, an Employee working under the flexible hours system who becomes ill or is granted time off for such appointments in the morning shall be given credit in his weekly or monthly hour requirement from the time he commenced work until 1200 hours and;
 - (ii) for all others, half (1/2) of the regular hours of the day worked, provided that the minimum daily regular hours are not less than seven and three-quarter (7 3/4) hours.
- (c)
 - (i) In the first calendar year of employment an Employee shall be eligible for a prorated number of working days of casual illness leave with pay based on the number of full calendar months an Employee will work during the first calendar year of employment divided by 12 times 10.
 - (ii) In each subsequent calendar year of employment an Employee shall be eligible for a maximum of ten (10) work days of casual illness leave with pay. Each day or portion of a day, of casual illness used, within a calendar year of service, shall be deducted from the remaining casual illness leave entitlement for that calendar year of service.
 - (iii) The first five (5) days shall be at one hundred percent (100%) of basic rate of pay and the last five (5) days shall be at seventy percent (70%) of basic rate of pay.
- (d) This Article is subject to Article 31.03.

General Illness

- (a) "General Illness" means an illness which causes an Employee to be absent from duty for a period of more than three (3) consecutive work days but shall not exceed eighty (80) consecutive work days. General Illness Leave shall be in addition to any Casual Illness Leave entitlement specified in Article 31.01.
- (b) An Employee at the commencement of each calendar year of employment shall be entitled to General Illness Leave at his basic rate of pay in accordance with the following:
 - (i) Illness commencing in the first month of employment; no salary for each of the first ten (10) working days of illness and thereafter seventy percent (70%) of basic rate of pay for seventy (70) work days of illness.
 - (ii) Illness commencing in the first year of employment and after the first month of employment but prior to the first full calendar year of employment; seventy percent (70%) of basic rate of pay for the first five (5) days, one hundred percent (100%) of basic rate of pay for each of the next five (5) work days of illness and seventy percent (70%) of basic rate of pay for each of the next seventy (70) work days of illness.
 - (iii) Illness commencing during the first full calendar year of employment; seventy percent (70%) of basic rate of pay for the first five (5) days, one hundred percent (100%) of basic rate of pay for the next five (5) work days of illness and seventy percent (70%) of basic rate of pay for each of the next seventy (70) work days of illness.
 - (iv) Illness in the second full calendar year of employment; seventy percent (70%) of basic rate of pay for the first five (5) days, one hundred percent (100%) of basic rate of pay for each of the next ten (10) work days of illness and seventy percent (70%) of basic rate of pay for each of the next sixty-five (65) work days of illness.
 - (v) Illness in the third full calendar year of employment; seventy percent (70%) of basic rate of pay for the first five (5) days, one hundred percent (100%) of basic rate of pay for each of the next twenty (20) work days of illness and seventy percent (70%) of basic rate of pay for each of the next fifty-five (55) work days of illness.

- (vi) Illness in the fourth full calendar year of employment; seventy percent (70%) of basic rate of pay for the first five (5) days, one hundred percent (100%) of basic rate of pay for each of the next thirty (30) work days of illness and seventy percent (70%) of basic rate of pay for each of the next forty-five (45) work days of illness.
 - (vii) Illness in the fifth full calendar year of employment; seventy percent (70%) of basic rate of pay for the first five (5) days, one hundred percent (100%) of basic rate of pay for each of the next forty (40) work days of illness and seventy percent (70%) of basic rate of pay for each of the next thirty five (35) work days of illness.
 - (viii) Illness in the sixth full calendar year or any subsequent full calendar years of employment; seventy percent (70%) of basic rate of pay for the first five (5) days, one hundred percent (100%) of basic rate of pay for each of the next fifty-five (55) work days of illness and seventy percent (70%) of basic rate of pay for each of the next twenty (20) work days of illness.
- (c)
 - (i) Subject to Article 31.02(c)(ii) an Employee, upon return to active work after a period of general illness of less than eighty (80) consecutive work days, will have any illness leave days used for which normal salary was paid at the rate of one hundred percent (100%), reinstated for future use at the rate of seventy percent (70%) of normal salary, within the same year of employment. General Illness Leave days used for which normal salary was paid at the rate of seventy (70%) percent shall be reinstated for future use within the same year of employment, at the rate of seventy percent (70%) of normal salary.
 - (ii) Such reinstatement shall **only** occur where an Employee has not taken any general illness leave for the same or related illness during the first ten (10) consecutive work days following the date of return to active work.
 - (d) For purposes of this Article, the maximum period of continuous absence recognized shall be eighty (80) consecutive work days. Absences due to illness or disability in excess of that period shall be subject to LTD provisions.

- (e) Notwithstanding Articles 31.01 or 31.02(b), an Employee is not eligible to receive sick leave benefits under Articles 31.01 or 31.02 if the absence is due to an injury while in the employ of any other employer, nor is the Employee eligible for any sick leave benefits for any subsequent absence caused by that injury.
- (f) When a day designated as a Paid Holiday under Article 29 falls within a period of general illness it shall be counted as a day(s) of general illness and under no circumstances shall a Employee receive any additional entitlement in respect of that day.
- (g) This Article is subject to Article 31.03 below.

31.03 Proof of Illness

- (a) An Employee may be required to provide acceptable proof of illness for absence for casual or general illness. Should proof of illness provided by the Employee be unacceptable to the Employer, the Employee is to be informed as to what additional information is required. An Employee shall have the right to Union representation during any discussion related to additional information required concerning acceptable proof of illness.
- (b) Casual and General Illness benefits as provided in Articles 31.01 and 31.02 are intended only for the purpose of protecting an Employee from loss of income when the Employee is ill.

ARTICLE 32

Workers' Compensation

32.01 If an Employee sustains an injury in the course of his duties with the Employer which causes him to be absent from work and as a result is eligible to receive Workers' Compensation, he shall be paid his regular full salary during the period he is required to remain off work up to eighty (80) consecutive work days.

32.02 If the Employee has not returned to work due to injury before the eighty (80) day period has expired, he shall then be paid according to the rate prescribed by the Workers' Compensation Act and shall be paid any benefit to which the Regular Employee might be entitled under the provisions of the Long Term Disability Plan.

32.03 The eligibility period specified in Article 32.01 shall not apply in the event of a recurrence of a disability due to a previously claimed injury, payable under this supplement, unless the Employee has not used the total eligibility period in which case the unexpended period of eligibility may be applied.

- 32.04 When a day designated as a Paid Holiday under Article 29 falls within a period of time an Employee is eligible to receive Workers' Compensation supplement, it shall be counted as a day of Workers' Compensation supplement, and under no circumstances shall an Employee receive any additional entitlement in respect of that day.
- 32.05 An Employee who is injured on the job during working hours and who is required to leave the job site for treatment, or is sent home as a result of such accident or injury, shall not suffer loss of pay for that day's work, regardless of the time of injury. That day shall not be deducted from the eligibility period specified in Article 32.01.
- 32.06 The Workers' Compensation Supplement is intended only for the purpose of protecting an Employee from loss of income while he is unable to work because of injury.

ARTICLE 33

Prepaid Health Benefits

- 33.01 The following prepaid health benefits shall apply and continue in effect during the term of this Collective Agreement with the terms and conditions in effect on October 1, 1982:

 Medicare Supplement Insurance Plan
 Alberta Health Care Insurance Plan
 Dental Plan (As amended January 1, 1991)
 Group Life Insurance
 Basic Accidental Death and Dismemberment
 Long Term Disability Insurance (L.T.D.)
- 33.02 The specific terms of the Plan in effect on October 1, 1982 shall be as outlined in Schedule 1.

Schedule 1 Prepaid Health Benefits

- 33.A Long Term Disability (L.T.D.)
- 33.A1. "Regular Full-time Employees" and eligible "Regular Part-time Employees" shall participate in the Long Term Disability (L.T.D.) Plan and all eligible Regular Employees shall be covered in accordance with the provisions of the Plan.
- 33.A2. The Employer shall pay the total cost of providing benefits to all eligible Regular Employees covered under the Plan.
- 33.A3. An eligible Regular Employee who becomes ill or disabled and who, as a result of such illness or disability is absent from work for a period of eighty (80) consecutive work days, may apply for long term disability

benefits as provided under the L.T.D. Plan. The final ruling as to whether or not the claimant's disability is of a nature which qualifies the claimant for benefits within the interpretation of the provisions of the Plan shall be made by the Insurer.

- 33.A4. Long Term Disability benefits payable under the provisions of the L.T.D. Plan, will entitle a Regular Employee with a qualifying disability, to a total income, from sources specified under Article 33.A5, of not less than seventy percent (70%) of his monthly salary received or entitled to receive as a Regular Employee at the commencement of the L.T.D.I. benefits pursuant to Article 33.A3, up to a maximum benefit of \$2,500 per month.
- 33.A5. The monthly L.T.D. benefit amount to which a Regular Employee is entitled, shall be reduced by:
- (a) the amount of disability benefit entitlement, excluding children's benefits, under the Canada Pension Plan,
 - (b) the amount of Workers' Compensation entitlement,
 - (c) the amount of benefits payable from any other group disability plan(s) sponsored by the Employer,
 - (d) vacation leave pay,
 - (e) the amount of any other remuneration received as a result of employment or self-employment unless subject to Article 33.A6.
- 33.A6. (a) A Regular Employee who, after qualifying for L.T.D. benefits, returns to work or enters a recognized training program and the resulting income received is less than the monthly salary in effect immediately prior to the commencement of absence pursuant to Article 33.A3 (predisability salary), the Regular Employee shall have the monthly L.T.D. benefit payable by the Plan reduced by fifty percent (50%) of the income received, provided that the combination of reduced L.T.D. benefit and income does not exceed the predisability salary.
- (b) Where the combination of reduced L.T.D. benefits and income received pursuant to Article 33.A6(a) is a higher amount than the predisability salary, the L.T.D. benefits shall be reduced further so that L.T.D. benefits and income received equal one hundred percent (100%) of the predisability salary.

- 33.A7. A Regular Employee who receives L.T.D. benefits and who at the commencement of absence due to disability or illness, is participating in the Alberta Health Care Insurance Plan, the Group Extended Medical Benefits Plan, and the Group Life Insurance Plan, shall continue to be covered under these Plans throughout the total period the Regular Employee is receiving L.T.D. benefits and the Employer and Regular Employee premium contributions, if applicable, shall continue.
- 33.A8. The L.T.D. benefits applicable to the Regular Employees covered by this Collective Agreement shall not be altered except through negotiation by the parties to this Collective Agreement.
- 33.B. Health Plan Benefits
- 33.B1. "Regular Full-time Employees" and eligible "Regular Part-time Employees", may participate in the Health Plan Benefits.
- 33.B2. The Employer shall share the monthly premium cost of the Alberta Health Care Insurance Plan for all participating Regular Employees as follows:
- (a) one-half (1/2) the cost of the family premium where the Regular Employee and his family are covered under the Plan, or
 - (b) one-half (1/2) the cost of the single premium where only the Regular Employee is covered under the Plan.
- 33.B3. The Regular Employee shall pay the monthly premium cost of the Medical Supplement Insurance Plan.
- 33.B4. A Regular Employee on the Employer's business outside Canada who becomes ill and requires medical attention and/or hospitalization shall be reimbursed, upon production of receipts, for such charges that are in excess of those allowed by the Alberta Health Care Insurance Plan and the Medical Supplement Insurance Plan.
- 33.C. Insurance
- 33.C1. Group Life Insurance, Accidental Death and Dismemberment, Dependent's Life Insurance.
- (a) "Regular Full-time Employees" and eligible "Regular Part-time Employees", shall participate in the Group Life Insurance Plan. Participation is a condition of employment for all eligible Regular Employees who commenced employment on or after October 1, 1982.
 - (b) The amount of Basic Group Life Insurance for an eligible Regular Employee is equivalent, at the Regular Employee's option, to either:

- (i) 1.0 times basic annual salary, rounded to the next highest \$1,000.00, up to a maximum amount of insurance of \$100,000.00, or
 - (ii) 2.5 times basic annual salary, rounded to the next highest \$1,000.00, up to a maximum amount of insurance of \$100,000.00.
- (c) Each Regular Employee insured for Basic Group Life Insurance under sub-clause (b), shall also be covered for an additional amount of insurance in the event of accidental death or dismemberment, with a principal sum equivalent to the Regular Employee's amount of Basic Group Life Insurance.
- (d) The Employer and Regular Employee shall share the monthly premium costs where a Regular Employee is covered for the insurance pursuant to sub-clauses (b) and (c) above as follows:
 - (i) Employer pays twelve (12) cents per \$1,000.00 coverage;
 - (ii) Regular Employee pays twenty-three (23) cents per \$1,000.00 coverage.
- (e) Where a Regular Employee is not covered under sub-clause (b) but is now insured for the single lump sum amount of insurance of \$4,000.00, the Regular Employee shall also be covered for an additional amount of insurance in the event of an accidental death or dismemberment with a principal sum of \$4,000.00 **and the** Employer shall pay the total monthly premium cost for those eligible Regular Employees.
- (f) The Employer shall administer a policy of optional Dependent's Life Insurance and the entire premium shall be paid by each eligible Regular Employee opting for such coverage.
- (g) All insurance coverage specified under this Article shall be in accordance with the terms and conditions contained in a policy of insurance of which the Employer is the policy-holder. The Union shall be provided with a copy of the policy of insurance and any amendments to the policy.

33.C2. Accidental Death and Dismemberment Insurance for Occupational Accident Coverage:

- (a) The Employer shall maintain a master insurance policy for "Regular Full-time Employees" and eligible "Regular Part-time Employees" covered by this Collective Agreement that provides insurance coverage up to a maximum principal sum of \$100,000.00 in the event of accidental death or dismemberment resulting from

injury occurring while working for the Employer including travelling on Employer business except that benefits under this policy shall be reduced by the amount of insurance benefits paid or payable pursuant to the insurance coverage under Article 33.C1(c).

- (b) The total premium cost of this master insurance policy shall be paid by the Employer.
- (c) Coverage provided shall be in accordance with the terms and conditions of the master policy of insurance.

33.C3. The Employer shall provide general liability insurance coverage for "Regular Full-time Employees" and eligible "Regular Part-time Employees" covered by this Collective Agreement while engaged in the scope of their regular work duties. Coverage provided will be in accordance with the terms and conditions of the master comprehensive general liability policy or equivalent.

33.D. Dental Plan

The parties agree to the following terms in respect of a Dental Plan for "Regular Full-time Employees" and eligible "Regular Part-time Employees" of the Employer and their eligible dependents.

33.D1. The Plan will be totally funded by the Employer.

33.D2. "Regular Full-time Employees", and eligible "Regular Part-time Employees", may participate in the Dental Plan and the following conditions apply:

- (a) a Regular Employee is covered and may participate in the Plan from the first day of the calendar month following completion of twelve (12) continuous full calendar months of employment with the Employer, and
- (b) coverage is a condition of employment for all eligible Regular Employees upon completing the twelve (12) month period specified in Article 33.D2(a), and
- (c) coverage ceases on the date of termination from employment or the date the Regular Employee attains age 65, whichever occurs first.

33.D3. An eligible Regular Employee's dependent shall be covered under the Dental Plan while the Regular Employee is covered and the dependent person is:

- (a) the Regular Employee's legal spouse, or

- (b) the Regular Employee's common-law spouse who is a person who resides with the Employee and who has been held out publicly as his/her spouse for a period of at least one (1) year, or
- (c) an unmarried child of the Regular Employee and/or the Regular Employee's spouse, including any step-children, who is:
 - (1) under 18 years of age, or
 - (2) 18 or over but less than 25 and is a registered student in full-time attendance in the public school system or at a University or similar institute of learning, or
 - (3) of any age and incapable of self-sustaining employment by reasons of mental retardation or physical handicap, and in all cases is chiefly dependent on the Regular Employee for financial support and maintenance.

33.D4. Regular Full-time Employees

- (a) The Alberta Blue Cross Dental Plan or equivalent, which provides for the reimbursement of eighty percent (80%) of eligible Basic Services; fifty percent (50%) of eligible Extensive Services and fifty percent (50%) of eligible Orthodontic Services, in accordance with the current CLHIA. A maximum annual reimbursement of fifteen hundred dollars (\$1,500.00) per insured person per benefit year shall apply to Extensive Services. Orthodontic Services shall be subject to a lifetime maximum reimbursement of fifteen hundred dollars (\$1,500.00) per insured person.

Eligible Regular Part-time Employees shall be reimbursed 50% of the cost benefit listed below:

- (b) The Alberta Blue Cross Dental Plan or equivalent, which provides for the reimbursement of eighty percent (80%) of eligible Basic Services; fifty percent (50%) of eligible Extensive Services and fifty percent (50%) of eligible Orthodontic Services, in accordance with the current Alberta Dental Association Fee Guide. A maximum annual reimbursement of fifteen hundred dollars (\$1,500.00) per insured person per benefit year shall apply to Extensive Services. Orthodontic Services shall be subject to a lifetime maximum reimbursement of fifteen hundred dollars (\$1,500.00) per insured person.

33.D5. "Benefit year" means the period of the 12 months beginning on October 1st in one year and ending on September 30th in the next year.

33.D6. The dental services reimbursed under Article 33.D4 shall not exceed the amounts specified in the CLHIA Fee Guide.

33.D7. BASIC DENTAL SERVICES covered under the Dental Plan include:

- (a) Each of the following five procedures is covered twice in a benefit year:
 - (i) Oral examination;
 - (ii) Oral Hygiene instructions;
 - (iii) Prophylaxis (the cleaning and scaling of teeth);
 - (iv) Bite-wing x-rays;
 - (v) Topical application of fluoride solutions.
- (b) Full mouth series of X-rays, provided that a period of at least 24 consecutive months has elapsed since this service was last rendered.
- (c) Tooth extractions and related procedures.
- (d) Tooth fillings - amalgam, silicate, acrylic and composite.
- (e) Dental surgery, including diagnostic, laboratory and general anaesthesia required in relation to the dental surgery.
- (f) Necessary treatment for relief of dental pain.
- (g) The cost of medication and its administration when provided by injection in the dentist's office.
- (h) Space maintainers for missing primary teeth and habit-breaking appliances.
- (i) Consultations required by the attending dentist.
- (j) Endodontics treatment (root canal therapy).
- (k) Periodontic treatment (treatment and prevention of diseases and/or conditions of the gums).
- (l) Relining, rebasing, adjusting or repairing of existing dentures.

33.D8. A claim must be submitted within 6 months following the date the dental services are provided to the Regular Employee and his or her eligible dependents in order for the expenses to be reimbursed from the Plan.

- 33.D9. An Employee information brochure on the Dental Plan will be available to each "Regular Full-time Employee" and each eligible "Regular Part-time Employee".
- 33.D10. The Employer shall determine the claims and administration procedures for the Plan.
- 33.D11. The Plan will be governed by the Dental Plan document which contains all the terms of the Dental Plan. The Employer shall provide the Union with a copy of the Dental Plan document.
- 33.E. UIC SUB Plan
- 33.E1. At the Employer's option, a "UIC SUB Plan" may be implemented to supplement an eligible Regular Employee's Unemployment Insurance to meet the Employer's obligation to provide benefit payments to a Regular Employee during the valid health-related period for being absent from work due to pregnancy for which she has provided satisfactory medical substantiation.

ARTICLE 34

Safety And Health

- 34.01 (a) The Union shall select two (2) Members to serve on the Hospital Safety Committee.
- (b) Time spent in meetings of this Committee during a Regular Employee's scheduled working hours shall be considered time worked and the basic rate of pay will be paid to such Regular Employees.
- (c) In accordance with its terms of reference, the Committee shall make recommendations to the Employer regarding the improvement of health and safety practices.
- 34.02 Health
- (a) The Employer recognizes that alcoholism, drug addiction, and mental illness are illnesses which can respond to therapy and treatment and that absence from duty due to such therapy or treatment shall be considered as sick leave.
- (b) A Regular Employee, whose work performance is adversely affected by a condition mentioned in (a) above, may be referred to the Employee Assistance Program (E.A.P.).

34.03 The parties to this Collective Agreement will co-operate to the fullest extent in the matter of occupational health, safety and accident prevention.

34.04 (a) The Employer shall not unreasonably deny Committee members access to the work place to conduct safety inspections. The Employer agrees to provide safety equipment when required and to install devices where necessary. The Employer will co-operate with the Committee by providing materials and equipment necessary to carry out its functions in accordance with its terms of reference.

(b) A pregnant Regular Employee who presents medical evidence from her physician which satisfies the Employer that continued employment in her present position may be hazardous to herself or to her unborn child, may request a transfer to a more suitable position if one is available. Where no suitable position is available, the Regular Employee may request maternity leave if she 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 of longer than twelve (12) months, the Regular Employee may request further leave without pay.

34.05 Alleged Abuse/ Assault

The parties agree that, where it is considered necessary by either party, representatives of the Union and Employer, will meet at the earliest possible opportunity, following an incident of alleged patient abuse or of alleged assault on an Employee. The Employer agrees to notify the Union of any such occurrence.

ARTICLE 35

Leaves Of Absence

35.01 Bereavement Leave

(a) In the event of death in the immediate family or for other relatives as herein defined, a Regular Employee so bereaved shall be allowed such period of leave, as defined below, without loss of regular earnings according to the following guidelines:

(i) in the case of a spouse (including common-law spouse), parent, parent-in-law, son, son-in-law, daughter, daughter-in-law, brother, sister, brother-in-law or sister-in-law, up to three (3) working days (parent, son and daughter are interpreted to include step-parents and step-children);

- (ii) in the case of grandparents, grandchildren, uncles, aunts, nieces, nephews, foster-parents (if not considered true parents in (i) above), up to two (2) working days.
- (b) Travel time, not exceeding two (2) days, in addition to the foregoing may be approved by the Employer.

35.02

Parental Leave

A. Maternity Leave

- (a) A Regular Employee who has completed her probationary period shall, upon her written request providing at least two (2) weeks advance notice, be granted maternity leave to become effective twelve (12) weeks immediately preceding the expected date of delivery or such shorter period as she may request, providing however, that if in the opinion of the Employer her ability to carry out her normal work assignments becomes limited, she may be placed on maternity leave.
- (b) Maternity leave shall be without pay and benefits except for the portion of maternity leave during which the Regular Employee has a valid health-related reason for being absent from work and is also in receipt of sick leave, EI SUB Plan benefits, or L.T.D. The total period of maternity leave shall not exceed twelve (12) months unless mutually agreed between the Regular Employee and the Employer.
- (c) A Regular Employee on such leave shall provide the Employer with four (4) weeks' written notice of readiness to return to work following which the Employer will reinstate her in the same position held by her immediately prior to taking leave and at the same step in the pay scale or provide her with alternate work of a comparable nature at not less than the same step in the pay scale and other benefits that accrued to her to the date she commenced leave.

B. Adoption Leave

- (a) A Regular Employee who has completed her probationary period shall, upon written request, be granted leave without pay for up to twelve (12) months as necessary for the purpose of adopting a child. A Regular Employee on such leave shall provide the Employer with four (4) weeks' written notice of readiness to return to work following which the Employer will reinstate her in the same position held by her immediately prior to taking leave and at the same step in the pay scale or provide her with alternate work of a comparable nature at not less than the same step in the pay scale and other benefits that accrued to her up to the date she commenced such leave.

- (b) The Regular Employee may commence adoption leave upon one day's notice provided that application for such leave is made once the adoption has been approved and the Employer is kept informed of the progress of the adoption proceedings.

C. Paternity Leave

- (a) A Regular Employee who has completed his probationary period shall, upon written request, be granted leave without pay for up to twelve (12) months that is necessary for parenting duties following the birth of a child. A Regular Employee on such leave shall provide the Employer with four (4) weeks written notice of readiness to return to work following which the Employer will reinstate him in the same position held by him immediately prior to taking leave and at the same step in the pay scale or provide him with alternate work of a comparable nature at not less than the same step in the pay scale and other benefits that accrued to him up to the date he commenced such leave.
- (b) The Regular Employee may commence paternity leave upon giving fourteen (14) calendar days' notice provided that the initial application for such leave is made twelve (12) weeks prior to the expected date of delivery.

35.03

Jury or Witness **Duty**

Any Regular Employee required by law for jury or witness duty shall be allowed time off without loss of regular earnings during such absence, but any fee receivable as such jury or witness shall be paid to the Employer. An Employee acting as a voluntary witness shall not be paid for such absence. An Employee granted leave under these provisions shall report to work during those hours of work that such Employee is not required to attend court.

35.04

Time Off for Union Business

- (a) Time off from work without loss of regular earnings will be provided on the following basis:
 - (i) the grievor and/or one (1) Local appointee for time spent in discussing grievances with representatives of the Employer as outlined in the grievance procedure;
 - (ii) Local appointees not to exceed three (3) in number for time spent in Union/Employer Committee meetings with representatives of the Employer.

(b) (i) Short Term Leave For Union Business

(For up to five (5) consecutive days per request)

Provided the efficiency of the Employer shall not in any way be disrupted, time off work without regular earnings may be granted to Local Members to attend to Union business. Upon receipt of reasonable notice, requests for leave for Union business will not be unreasonably denied.

(ii) Long Term Leaves For Union Business

(For leaves greater than five (5) consecutive days per request)

Provided the efficiency of the Employer shall not in any way be disrupted, time off work without regular earnings may be granted to Local Members to attend to Union business. The Union agrees to provide a minimum of one (1) month notice, where possible, of requests for extended leave for Union business, for Local Members. Such requests shall be in writing and directed to the Site Manager. The Employer reserves the right to approve or not approve leave for extended Union business.

- (c) If leave to attend to Union business has been approved, it is granted with **pay**. The Union agrees to reimburse the Employer for regular earnings paid to the Regular Employee while on leave plus the actual cost of benefits as determined by the Employer.

35.05 General Leave of Absence

Leave of absence without pay may be granted to a Regular Employee at the discretion of the Employer and the Regular Employee shall not work for gain during the period of leave of absence except with the express consent of the Employer.

35.06 Provisions Governing Leaves of Absence

- (a) All applications for leave of absence, with the exception of bereavement leave, shall be made in writing to the Employer in advance. Applications shall indicate the date of departure on leave of absence and the date of return.
- (b) A Regular Employee who has been granted leave of absence of any kind and who overstays his leave without reason acceptable to the Employer shall be considered to have terminated his employment.

- (c) Except as provided in Article 35.06(d), in the case of leaves of absence without pay of more than thirty (30) calendar days duration, Regular Employees shall make prior arrangements for the prepayment of the full premiums of the applicable contributory benefit plans as outlined in Article 33.01. Failure by a Regular Employee to submit the premium payments will result in the Employer discontinuing premium payments for that Regular Employee.
- (d) For the portion of maternity leave during which a Regular Employee has a valid health-related reason for being absent from work and who is in receipt of sick leave, EI SUB Plan benefits or L.T.D. benefit plan premium payments shall be administered in the same fashion as a Regular Employee absent due to illness.
- (e) In the case of leaves of absence without pay in excess of thirty (30) calendar days Regular Employees shall cease to accrue sick leave and earned vacation. The Regular Employee's anniversary date shall also be adjusted by the same amount of time as the leave of absence and the new anniversary date shall prevail thereafter. A Regular Employee must attend at work after completion of such leave in order to re-establish eligibility for benefits.

35.07 Educational Leave

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

ARTICLE 36

Supply Of Uniforms

36.01 The Employer will continue to supply and maintain (launder, alter and repair) without charge such uniforms which the Employer presently requires the Employees to wear. Uniforms remain the property of the Employer and shall not be worn other than on duty. The nature, colour, and style of uniforms and the requirements of each group of Employees in respect thereto shall be determined by the Employer.

36.02 The Employer will accept financial responsibility for repair or, at the Employer's discretion, reimbursement of reasonable depreciated or replacement value for personal clothing and/or personal possessions damaged by patient action while the Employee is on duty provided that proof of loss or damage is provided by the Employee within two (2) working days of the incident causing the damage. In order to be eligible for reimbursement, an Employee must first have exhausted any other avenue of recovery such as Workers' Compensation, etc.

ARTICLE 37

Camp Allowance

37.01 An Employee who attends an overnight patient recreational/therapeutic activity authorized by the Employer shall be paid, in addition to her basic rate of pay for her normal shift, an allowance of forty (40) dollars for each day at such an activity. Participation by an Employee in such activity shall be voluntary.

37.02 Where an Employee agrees to attend an overnight patient recreational/therapeutic activity authorized by the Employer the Employee shall receive her basic rate of pay for her normal seven and three-quarters (7 3/4) hours of work only. Employees who attend such an activity shall be eligible for free time each day at the discretion of the "in charge" person.

ARTICLE 38

Terms, Conditions And Benefits Of Employment
Applicable To Regular Part-Time Employees

38.01 Except as modified in this Article, all provisions of this Collective Agreement shall apply to Regular Part-time Employees, except that Article 26 (Call-Out) shall have no application to Regular Part-time Employees.

38.02 Amend Article 23 (Hours of Work) to read:

- (a) Hours of work for a Regular Part-time Employee shall be up to seven and three-quarters (7 3/4) hours in a day.
- (b) Time off duty for meals will not be considered as working time and will be one-half (1/2) hour in each shift. If an Employee is recalled to duty during a meal break, compensating time shall be provided later in the shift or paid to the Employee at overtime rates.

- (c) A paid rest period of fifteen (15) minutes will be permitted during each half (1/2) shift of not less than three decimal eight seven five (3.875) hours.
- (d) The time of meal breaks and rest periods shall be determined by the Employer. In making this determination the Employer will consider Employee preferences.
- (e) Shift schedules shall be posted not less than twelve (12) weeks in advance and shall be for a minimum of one (1) week. Where a change is made in the Employee's scheduled day(s) off, with less than fourteen (14) calendar days' notice, the Employee shall be paid at time and one-half (1 1/2X) for all hours worked on the first (1st) shift of the changed schedule.
- (f) A Regular Part-time Employee will not be scheduled to work in a manner where the ratio of work days to non-work days exceed five:two (5:2), averaged over one complete cycle of the shift schedule.
- (g) Except in cases of emergency or by mutual agreement between a Regular Part-time Employee and the Employer, shift schedules shall provide for:
 - (i) at least fifteen and one-half (15 1/2) hours off duty between shift changes (e.g. days to nights, etc.);
 - (ii) days of rest with a minimum of two (2) weekends off in a five (5) week period averaged over one (1) complete cycle of the shift schedule. "Weekend" shall mean a Saturday and the following Sunday, assuring a minimum of fifty-five (55) hours off duty;
 - (iii) Regular Part-time Employees are not to be scheduled to work shifts involving more than two (2) different starting times between scheduled days off.
- (h) If a Regular Part-time Employee is required by the Employer to change shifts without receiving fifteen and one-half (15 1/2) hours off duty, she shall be entitled to premium pay at double (2X) her basic rate of pay for her first tour of duty on the new shift.
- (i) For the purpose of adopting a compressed work week or flextime system, modified hours of work and provisions related thereto may be implemented by mutual agreement, in writing, between the Employer and the Union. Either Party may, on written notice of not less than thirty (30) calendar days, terminate such an agreement.

- (j) Regular Part-time Employees shall be aware that, in the course of their regular duties, they may be required to work on various shifts throughout the twenty-four (24) hour period of the day and the seven (7) days of the week. The first shift of the working day shall be the one wherein the majority of hours worked fall between 2400 and 0800 hours.
- (k)
 - (i) The Employer, in scheduling shifts, shall take into consideration a Regular Part-time Employee's request for certain shift schedules, subject to the requirements of Articles 38.02 (j) above and (k)(ii).
 - (ii) The shift patterns which may be available are:
 - (a) days, evenings, nights rotation,
 - (b) permanent days,
 - (c) permanent evenings (only by request of Regular Part-time Employee),
 - (d) permanent nights (only by request of Regular Part-time Employee),
 - (e) evenings and days (rotation),
 - (f) nights and evenings (only by request of Regular Part-time Employee),
 - (g) nights and days (rotation).
 - (iii) Regular Part-time Employees working shift choices (a), (e) and (g) in Article 38.02 (k)(ii) upon request, shall be assigned day duty at least one-third (1/3) of the time during the cycle of the shift schedule.
 - (iv) Scheduled days of rest, vacation periods and Paid Holidays off duty shall not be considered as day duty for the purpose of applying this provision.
- (l) Regular Part-time Employees may exchange shifts among themselves, provided that:
 - (i) the exchange is agreed to, in writing, between the affected Employees;
 - (ii) prior approval of such exchange has been given by the Employee's immediate supervisor.

Such exchange shall not be deemed a violation of the scheduling provisions of this Article.

- (m) If, in the course of a posted schedule, the Employer changes a Regular Part-time Employee's scheduled shift, but not her scheduled days 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 during the first shift of the changed schedule, unless fourteen (14) calendar days' notice of such change has been given. This Article shall not apply where the provisions of Article 38.02(h) apply.
- (n) On the date fixed by proclamation in accordance with the Daylight Savings Time Act, (R.S.A. 1980 c.D-4) for 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.

38.03 Amend Article 24 (Overtime) to read:

Regular Part-time Employees shall be paid overtime rates as provided in Article 24.01 for:

- (a) any time worked in excess of seven and three-quarters (7 3/4) hours during any one (1) day, exclusive of meal periods; and
- (b) any time worked when the total of hours worked exceeds seventy-seven and one-half (77 1/2) hours in any two week period.

38.04 Amend Article 29 (Paid Holidays) to read:

- (a) Regular Part-time Employees required to work on a Paid Holiday shall be paid at two and one-half times (2 1/2X) their basic rate of pay for such work.
- (b) On each pay cheque Regular Part-time Employees shall be paid, in addition to their basic rate of pay, four decimal six (4.6) percent of their basic rate of pay in lieu of Paid Holiday benefits.

38.05 Amend Article 30 (Annual Vacation) to read:

- (a) Part-time Employees shall be paid, in addition to their basic rate of pay, vacation pay in accordance with the following and shall be allowed up to the following number of weeks leave without pay for their vacation:

<u>Years of Service</u>		<u>Vacation Pay</u>	<u>Vacation Time</u>
Year 1 (2022.75 Hrs)	- 3	6% of BROP	3 consecutive weeks
Year 4 (6068.25 Hrs)	-13	8% of BROP	4 consecutive weeks
Year 14 (26,295.75 Hrs)	-24	10% of BROP	5 consecutive weeks
25 Years(48,546 Hrs) plus		12% of BROP	6 consecutive weeks

38.06 Amend Article 31 (Sick Leave) to read:

- (a) Regular Part-time Employees are entitled to, on a pro-rata basis, sick leave entitlement as defined in Article 31. Payment will be made only for the days they are regularly scheduled to work, exclusive of additional hours of work, and cannot attend because of illness. Conditions of sick leave entitlement as set out in Article 31 apply.
- (b) Article 38.06(a) shall have no application to Regular Part-time Employees regularly scheduled to work less than fifteen and one-half (15 1/2) hours per week, exclusive of additional hours of work.

38.07 Amend Article 32 (Workers' Compensation) to read:

- (a) Regular Part-time Employees are entitled to, on a pro-rata basis, Workers' Compensation benefits as defined in Article 32. Payment will be made only for the days they are regularly scheduled to work, exclusive of additional hours of work, and cannot attend due to injury. Conditions of Workers' Compensation entitlement as set out in Article 32 apply.
- (b) Article 38.07(a) shall have no application to Regular Part-time Employees regularly scheduled to work less than fifteen and one-half (15 1/2) hours per week, exclusive of additional hours of work. Workers' Compensation Board coverage shall be provided for such Regular Part-time Employees.

38.08 Article 33 (Prepaid Health Benefits) shall apply to Regular Part-time Employees, however, this Article shall have no application to Regular Part-time Employees regularly scheduled to work less than fifteen and one-half (15 1/2) hours per week, exclusive of additional hours of work.

38.09 Article 34.02 (Safety and Health - Health) shall apply to Regular Part-time Employees, however, this Article shall have no application to Regular Part-time Employees regularly scheduled to work less than fifteen and one-half (15 1/2) hours per week, exclusive of additional hours of work.

38.10 Article 35 (Leaves of Absence) shall apply to Regular Part-time Employees. For those Regular Part-time Employees regularly scheduled to work less than fifteen and one-half (15 1/2) hours per week, exclusive of additional hours of work, entitlement to leave(s) of absence shall be without pay.

38.11 Salary Increments

Regular Part-time Employees shall advance from "Pay Step 1" to "Pay Step 2" as set out in the Salaries Appendix upon the completion of two thousand twenty-two decimal seven-five (2022.75) hours worked, and then shall receive further Pay Step advancements upon the completion of one thousand eight hundred thirteen decimal five (1813.50) hours worked at each subsequent Pay Step in the pay range.

ARTICLE 39

Terms, Conditions And Benefits Of Employment Applicable To Relief And Temporary Employees

39.01 Except as specifically provided hereinafter, the provisions of this Collective Agreement shall not apply to Relief and Temporary Employees.

39.02 The provisions of the following Articles shall apply to Relief and Temporary Employees:

Article 1:	Term of Collective Agreement
Article 2:	Definitions
Article 3:	Application
Article 4:	Management Rights
Article 5:	Union Recognition
Article 6:	Handling Cash, Parking and Pay Days
Article 7:	Union Membership and Payment of Dues
Article 8:	Negotiations
Article 9:	Union/Employer Committee
Article 10:	Grievance Procedures
Article 11:	Union Stewards
Article 12:	Discipline, Dismissal and Termination
Article 13:	No Discrimination
Article 14:	Employee Performance Appraisals
Article 15:	Notice
Article 16:	Probation
Article 17:	Seniority
Article 20:	Promotions, Transfers and Trial Period
Article 28:	Shift and Weekend Differentials
Article 36:	Supply of Uniforms
Article 37:	Camp Allowance

39.03 The provisions of the following Articles shall apply to Temporary Employees:

- Article 21: Acting Incumbents
- Article 22: Reclassification

39.04 Layoff and Recall Procedure

The provisions of Articles 18.01 and 18.03 shall apply to Relief and Temporary Employees.

39.05 Job Opportunities (19.02 only)

The provisions of Article 19.02 apply to Relief and Temporary Employees.

39.06 Hours of Work

- (a) The provisions of Article 23 apply to Relief and Temporary Employees who are employed in a full-time capacity.
- (b) The provisions of Article 38.02 apply to Relief and Temporary Employees who are employed in a part-time capacity.

39.07 Overtime

- (a) Relief and Temporary Employees who are employed in a full-time capacity shall be paid overtime in accordance with Article 24.
- (b) Relief and Temporary Employees who are employed in a part-time capacity shall be paid overtime in accordance with Article 38.03.

39.08 Call-Out

A Relief or Temporary Employee who has completed her shift and is called out and required to return to work that same day, shall be reimbursed for reasonable, necessary and substantiated transportation expenses and, if the Employee travels for such purpose by private automobile, reimbursement shall be at the rate of thirty-five (35) cents per kilometre from the Employee's residence to the Employee's place of work and return.

39.09 Reporting Pay

In the event that a Relief and Temporary Employee is required by the Employer to report to work and is then not permitted to commence work or is required to return to duty at a later hour, he shall be compensated for the inconvenience by receiving four (4) hours pay at the basic rate of pay.

39.10 Paid Holidays

- (a) Relief and Temporary Employees required to work on a Paid Holiday shall be paid at two and one-half times (2 1/2X) their basic rate of pay for all hours worked on the Paid Holiday.
- (b) Relief and Temporary Employees shall be paid, in addition to their basic rate of pay, four decimal six (4.6) percent of their basic rate of pay in lieu of Article 29, (Paid Holidays).

39.11 Annual Vacation

- (a) Temporary and Relief Employees shall be paid, in addition to their basic rate of pay, vacation pay in accordance with the following and shall be allowed up to the following number of weeks leave without pay for their vacation:

<u>Years of Service</u>		<u>Vacation Pay</u>	<u>Vacation Time</u>
Year 1 (2022.75Hrs)	-3	6% of BROP	3 consecutive weeks
Year 4 (6068.25Hrs)	-13	8% of BROP	4 consecutive weeks
Year 14 (26,295.75 Hrs)	-24	10% of BROP	5 consecutive weeks
25 Years (48,546Hrs) plus		12% of BROP	6 consecutive weeks

39.12 Workers' Compensation

Workers' Compensation Board coverage shall be provided for Relief and Temporary Employees.

39.13 Prepaid Health Benefits

Relief and Temporary Employees are not entitled to participate in the Prepaid Health Benefit Plans.

39.14 Leaves of Absence (Bereavement Leave)

Relief and Temporary Employees will be entitled to time off without pay in lieu of bereavement leave pursuant to Article 35.01 of this Collective Agreement.

39.15 Salary Increments

Relief and Temporary Employees shall advance from "Pay Step 1" to "Pay Step 2" as set out in the Salaries Appendix upon the completion of two thousand twenty-two decimal seven five (2022.75) hours worked, and then shall receive further Pay Step advancements upon the completion of one thousand eight hundred thirteen decimal five (1813.50) hours worked at each subsequent Pay Step in the pay range.

ARTICLE 40

Psychiatric Aide Allowances for Education

40.01 The Employer will recognize the following education relevant to the Psychiatric Aide classification recognized by bona fide post-secondary educational institutions, and deemed acceptable by the Employer, by paying the hourly allowances listed below:

<u>Allowances for Education</u>	<u>Hourly Allowance</u>
Personal Support Aide Certificate	\$0.45
Mental Health Aide Certificate	\$0.45

40.02 Allowances referred to in the Article are not cumulative and an Employee shall be paid only for the highest qualification obtained.

AUXILIARY NURSING

1.1	Psychiatric Aide						
	01-Apr-02	13.97	14.56	15.13	15.71	16.29	
	01-Apr-03	14.39	15.00	15.59	16.19	16.78	
	01-Apr-04	wage reopener					
1.2	Licensed Practical Nurse						
	01-Apr-02	15.15	15.80	16.43	17.08	17.72	18.34
	01-Apr-03	15.61	16.27	16.92	17.59	18.25	18.89
	01-Apr-04	wage reopener					

Employees who have terminated their employment with the Employer and who return to work in the same capacity within an eighteen (18) month period shall receive full credit for their previous service and shall be placed on the Salaries Appendix at the same pay step as they were at prior to termination.

New Employees with recent relevant experience related to their job classification may, at the Employer's discretion, be placed on the Salaries Appendix at a pay step commensurate with their experience.

ON BEHALF OF THE
ALBERTA MENTAL HEALTH BOARD



Director, Human Resources, AMHB

Date June 16/03

ON BEHALF OF THE ALBERTA
UNION OF PROVINCIAL
EMPLOYEES



President, The Alberta **Union** of
Provincial Employees

Date 16 JUNE/03

LETTER OF UNDERSTANDING #1

BETWEEN

THE ALBERTA MENTAL HEALTH BOARD
(hereinafter referred to as the Employer)

- and -

THE ALBERTA UNION OF PROVINCIAL EMPLOYEES
(on behalf of Local 042 Chapter 009)
(hereinafter referred to as the Union)

Re: Pension Plan

The Employer will maintain and contribute to the Local Authorities Pension Plan, or an equivalent plan.

ON BEHALF OF THE
ALBERTA MENTAL HEALTH BOARD

ON BEHALF OF THE ALBERTA
UNION OF PROVINCIAL
EMPLOYEES



Director, Human Resources, AMHB



President, The Alberta Union of
Provincial Employees

Date June 16/03

Date 16 JUNE/03

LETTER OF UNDERSTANDING #2

BETWEEN

THE ALBERTA MENTAL HEALTH BOARD
(hereinafter referred to as the Employer)

- and -

THE ALBERTA UNION OF PROVINCIAL EMPLOYEES
(on behalf of Local 042 Chapter 009)
(hereinafter referred to as the Union)

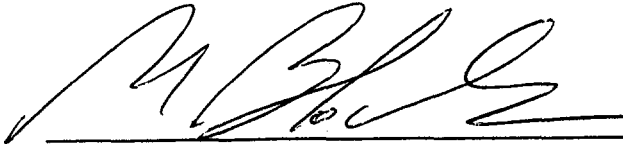
Re: Premium for Licensed Practical Nurses (Classified as Psychiatric Aides)

The parties hereby agree to the following:

1. The payment of a premium of forty-five cents (45¢) per hour worked to Employees holding a current certificate of registration as a Licensed Practical Nurse with the Professional Council of Licensed Practical Nurses (PCLPN). This premium shall not form part of the Employee's basic rate of pay.
2. Should the Employer, during the term of this Collective Agreement, create the classification of "Licensed Practical Nurse" the Union shall be notified in accordance with Article 22: (Reclassification).
3. The vacancies resulting from the creation of the new classification of "Licensed Practical Nurse" shall be posted in accordance with Article 19: (Job Opportunities).
4. Regular Employees who have been eligible for payment of the premium mentioned in point one (1) shall be considered on a priority basis before other applicants. The consideration of these Regular Employees on a priority basis shall not be deemed a violation of this Collective Agreement. Other applicants shall be considered in accordance with Article 20: (Promotions, Transfers, and Trial Period).

5. The payment of this premium shall cease once the individual has been classified as a "Licensed Practical Nurse".

ON BEHALF OF THE
ALBERTA MENTAL HEALTH BOARD



Director, Human Resources, AMHB

Date June 16/03

ON BEHALF OF THE ALBERTA
UNION OF PROVINCIAL
EMPLOYEES



President, The Alberta Union of

Provincial Employees

Date 16/JUNE/03

LETTER OF UNDERSTANDING #3

BETWEEN

THE ALBERTA MENTAL HEALTH BOARD
(hereinafter referred to as the Employer)

- and -

THE ALBERTA UNION OF PROVINCIAL EMPLOYEES
(on behalf of Local 042 Chapter 009)
(hereinafter referred to as the Union)

Re: Voluntary Severance Program

1. The Employer will offer an amended version of the Voluntary Severance Program (hereinafter referred to as the "Program") to all Regular Full-Time and Regular Part-Time Employees as per clause 18.14(h) of the current Collective Agreement in effect between the noted parties.
2. The Program will be in effect from April 1, 2002 to March 31, 2005. This letter shall become null and void on March 31, 2005, unless both parties mutually agree to extend this Letter beyond March 31, 2005.
3. Under the amended version of the Program, severance pay for Regular Full-Time and Regular Part-time staff who have from been continuously employed with the Employer with no break in service will be amended as follows:
 - 18.14(a) A Regular Full-time Employee who has been laid off from a Regular position shall be eligible for severance pay as per Schedule 1, for each full continuous year of employment to a maximum of forty three (43) weeks of pay.
 - 18.14(b) A Regular Part-time Employee who has been laid off from a Regular part-time position shall be eligible for severance pay as per Schedule 1, for each full period of two thousand and twenty-two decimal seven five (2022.75) hours of work to a maximum of forty three (43) weeks.
 - 18.14(c) Schedule 1 as described in Article 18.14(a) and (b) shall be at the applicable Basic Rate of Pay of the position from which the Employee was laid off from, on the effective date of layoff.

Schedule 1:

Years of Service	Severance	Years of Service	Severance
1	2	11	23
2	4	12	25
3	6	13	27
4	8	14	29
5	10	15	32
6	12	16	34
7	14	17	36
8	16	18	38
9	18	19	40
10	21	20+	43

4. Should an Employee be subsequently laid off from a Regular Full-time position or Regular Part-time position, the Employee shall be eligible for the same severance pay as he would have received under the aforementioned severance program outlined in number three (#3) of this Letter of Understanding.

5. Employees shall be given the opportunity to make application to the Program at any time during the Program. Once applications are approved, the decision to take severance and terminate employment is irrevocable. The Employer shall notify the Employee of the decision within 15 working days of receipt of the application, or receipt of the last application during a planned reduction of the workforce.

Prior to the implementation of the Program, information regarding the number of positions to be eliminated will be communicated to the Union. Upon request, Employees shall be provided with a calculation of severance pay entitlement pursuant to number three (#3), prior to making application to the Program.

6. Regular Full-time and Regular Part-time Employees whose applications are approved will not be eligible for re-employment with the Alberta Mental Health Board for a period equivalent to the number of weeks over which severance would have been received as salary. In the event that an Employee has been approved for severance, and then later acquires a position with the Alberta Mental Health Board, they will be responsible for refunding the difference, if any, between the time they were unemployed, and the length of time for which the severance was paid.

7. Employees who are laid off as a result of divestiture shall be eligible for the Program provided they have not been offered employment by a Regional Health Authority in the same job classification.

8. Severance shall be provided, at the request of the Employee, as:
- (i) a lump sum payment;
 - (ii) if eligible, a contribution to an RRSP of the Employee's choice;
 - (iii) if eligible, any combination of the above; or
 - (iv) other provisions as agreed by the Employer and Employee.

ON BEHALF OF THE
ALBERTA MENTAL HEALTH BOARD



Director, Human Resources, AMHB

Date June 16/03

ON BEHALF OF THE ALBERTA
UNION OF PROVINCIAL
EMPLOYEES



President, The Alberta Union of
Provincial Employees

Date 16/JUNE/03

LETTER OF UNDERSTANDING #4

BETWEEN

THE ALBERTA MENTAL HEALTH BOARD
(hereinafter referred to as the Employer)

- and -

THE ALBERTA UNION OF PROVINCIAL EMPLOYEES
(on behalf of Local 42 Chapter 009)
(hereinafter referred to as the Union)

Re: Continuous Employment

The Employer agrees that continuous employment shall mean most recent date of hire with the Alberta Mental Health Board at the time of transfer to the Regional Health Authorities. The seniority list will be consistent with the seniority recognized by the Alberta Mental Health Board at date of ratification of this Agreement.

ON BEHALF OF THE
ALBERTA MENTAL HEALTH BOARD

ON BEHALF OF THE ALBERTA
UNION OF PROVINCIAL
EMPLOYEES

Director, Human Resources, AMHB

President, The Alberta Union of
Provincial Employees

Date

Date

LETTER OF UNDERSTANDING #5

BETWEEN

THE ALBERTA MENTAL HEALTH BOARD
(hereinafter referred to as the Employer)

- and -

THE ALBERTA UNION OF PROVINCIAL EMPLOYEES
(on behalf of Local 42 Chapter 009)
(hereinafter referred to as the Union)

Re: Part-time Employees Vacation Accrual

Effective April 1, 2003, the parties agree that regular part-time Employees have a limited ability to bank their vacation pay. In lieu of receiving vacation pay on each cheque, a vacation bank will be created. The vacation bank will be accumulated from April 1 to March 31 each year. On March 31st each year any accrued vacation will be paid out unless approved by the Employer.

ON BEHALF OF THE
ALBERTA MENTAL HEALTH BOARD



Director, Human Resources, AMHB

Date June 16/03

ON BEHALF OF THE ALBERTA
UNION OF PROVINCIAL
EMPLOYEES



President, The Alberta Union of
Provincial Employees

Date 16 JUNE/03

LETTER OF UNDERSTANDING #6

BETWEEN

THE ALBERTA MENTAL HEALTH BOARD
(hereinafter referred to as the Employer)

- and -

THE ALBERTA UNION OF PROVINCIAL EMPLOYEES
(on behalf of Local 42 Chapters 009)
(hereinafter referred to as the Union)

Re: Prepaid Health Benefits

1. The Employer agrees to amend Article 33.B2 **and** 33.B3 as follows:

All “Regular Full-time” and “Regular Part-time” Employees are eligible to participate in the Health Care Benefits Plan and the Employer shall pay:
 - (a) Seventy-five percent (**75%**) of the cost of the family premium where the Employee and his family are covered under the plan; or
 - (b) Seventy-five percent (**75%**) of the cost of the single premium where only the Employee is covered under the plan;
 - (c) Seventy-five percent (**75%**) of the cost of the monthly premium for those Employees who participate in the Employers Extended Medical Benefits Plan.

2. There shall be a thirty (**30**) day window of opportunity for employees to accept the prepaid health benefits plan.

3. This letter of Understanding will be effective the month following the date of signing.

ON BEHALF OF THE
ALBERTA MENTAL HEALTH BOARD

ON BEHALF OF THE ALBERTA
UNION OF PROVINCIAL
EMPLOYEES



Director, Human Resources, AMHB



President, The Alberta Union of
Provincial Employees

Date June 16/03

Date 16 JUNE/03

LETTER OF INTENT

BETWEEN

THE ALBERTA MENTAL HEALTH BOARD
(hereinafter referred to as the Employer)

- and -

THE ALBERTA UNION OF PROVINCIAL EMPLOYEES
(on behalf of Local 42 Chapter 009)
(hereinafter referred to as the Union)

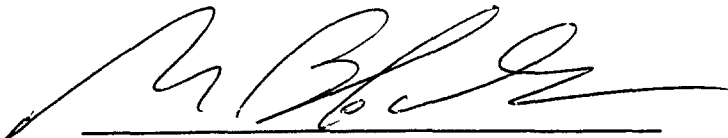
Re: Review of Accrued Sick Leave Plan

The parties agree to form a joint committee to discuss and make recommendations to the Employer on the implementation of an accrued sick leave plan.

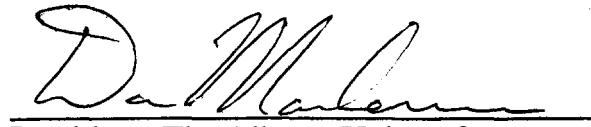
The Parties agree to meet within six (6) months of ratification.

ON BEHALF OF THE
ALBERTA MENTAL HEALTH BOARD

ON BEHALF OF THE ALBERTA
UNION OF PROVINCIAL
EMPLOYEES



Director, Human Resources, AMHB



President, The Alberta Union of
Provincial Employees

Date


June 16/03

Date

16/JUNE/03

IN WITNESS HEREOF the parties have caused these presents to be executed by their duly authorized officers in that behalf.

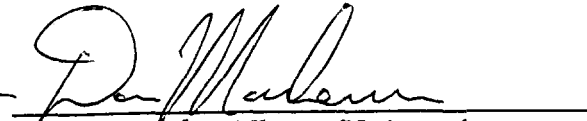
ON BEHALF OF THE
ALBERTA MENTAL HEALTH BOARD



Director, Human Resources, AMHB

Date June 16/03

ON BEHALF OF THE ALBERTA
UNION OF PROVINCIAL
EMPLOYEES



President, The Alberta Union of
Provincial Employees

Date 16/JUNE/03