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No. OF EMPLOYEES	340.
NOMBRE D'EMPLOYÉS	JB.

# COLLECTIVE AGREEMENT

between

**THE EAST CENTRAL REGIONAL HEALTH  
AUTHORITY 7**

and

**THE**

**ALBERTA UNION OF PROVINCIAL  
EMPLOYEES  
LOCAL 057/004**

**(Covering all Employees When Employed in a  
Community Health Nursing Capacity,  
Professional or Technical Capacity  
and  
General Support Capacity)**

**For the Period  
April 01, 1999 - March 31, 2001**



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NUMERICAL INDEX

<u>ARTICLE</u>		<u>PAGE</u>
	PREAMBLE.....	2
	Term of Collective Agreement.....	2*
1	Definitions.....	2
3	Management Rights.....	4
4	Union Recognition.....	4
5	Employer - Union Relations.....	5
6	Dues Deduction.....	5
7	Hours of Work.....	6
8	Overtime.....	9
9	Salaries.....	9
10	Acting Incumbency and Responsibility Allowance.....	10
11	Vacations.....	11
12	Named Holidays.....	12
13	Sick Leave.....	13
14	Leave of Absence.....	14
15	Group Medical and Employee Benefit Program.....	19
16	Workers' Compensation.....	21
17	Transportation.....	21
18	Subsistence.....	22
19	Job Posting.....	23
20	Probationary Period.....	23
21	Evaluations and Personnel File.....	23
22	Discipline.....	24
23	Layoff and Recall.....	24
24	Termination of Service.....	25
25	Grievance Procedure.....	26
26	Arbitration.....	28
27	Part-Time, Temporary and Casual Employees.....	29
28	Employee Counselling.....	33
29	On-Call <b>Duty</b> and Call Back.....	33
30	Call Back When Not On-Call.....	35
31	Recognition of Previous Experience.....	35
32	Union Business.....	36
33	Professional Responsibility.....	36
34	Pensions.....	37
35	24 Hour Care - Home Support Aides.....	37
	Salaries Appendix.....	38
	Letter of Understanding - Voluntary Separation Allowance.....	41
	Letter of Understanding - Home Support Aides and Therapy Aides.....	44
	Letter of Understanding - Payment in Lieu of Vac. and Named Holidays.....	45
	Letter of Understanding - Equity Compensation Rate Adjustment.....	46

## ALPHABETICAL INDEX

<u>ARTICLE</u>	<u>PAGE</u>
10	Acting Incumbency and Responsibility Allowance.....10
26	Arbitration.....29
30	<b>Call Back When Not On-Call</b> .....35
2	Definitions.....2
22	Discipline.....24
6	Dues Deduction.....5
28	Employee Counselling.....33
5	Employer - Union Relations.....5
21	Evaluations and Personnel File.....23
25	Grievance Procedure.....26
15	Group Medical and Employee Benefit Program.....19
7	Hours of Work.....6
19	Job Posting.....23
23	Layoff and Recall.....24
14	Leave of Absence.....14
	Letter of Understanding - Equity Compensation Rate Adjustment.....46
	Letter of Understanding - Voluntary Separation Allowance.....41
	Letter of Understanding - Home Support Aides and Therapy Aides.....44
	Letter of Understanding - Payment in Lieu of Vac. and Named Holidays..45
3	Management Rights.....4
12	Named Holidays.....12
29	<b>On-Call Duty</b> and Call Back.....33
8	Overtime.....9
27	Part-Time, Temporary and Casual Employees.....29
34	Pensions.....37
	PREAMBLE.....2
20	Probationary Period.....23
33	Professional Responsibility.....36
31	Recognition of Previous Experience.....35
9	Salaries.....9
	Salaries Appendix.....38
13	Sick Leave.....13
18	Subsistence.....22
1	Term of Collective Agreement.....2
24	Termination of Service.....25
17	Transportation.....21
35	24 Hour Care - Home Support Aides.....37
32	Union Business.....36
4	Union Recognition.....4
11	Vacations.....11
16	Workers' Compensation.....21

**THIS COLLECTIVE AGREEMENT**

MADE THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 1999

BETWEEN

**EAST CENTRAL REGIONAL HEALTH AUTHORITY 7**

(Hereinafter referred to as the "Employer")

and

**ALBERTA UNION OF PROVINCIAL EMPLOYEES, LOCAL 057/004**

(Covering All Employees When Employed In a  
Community Health Nursing, Professional or Technical Capacity  
and General Support Capacity)

(Hereinafter referred to as the "Union")



## Preamble

WHEREAS the Parties acknowledge that the primary purpose of the Employer and the Employees is to provide or support the provision of client-centred services through quality community health services in the East Central Regional Health Authority 7 and the Parties believe that this purpose can be achieved most readily if harmonious and mutually beneficial relationships exist between the Employer, Union and Employees;

ACCORDINGLY the Parties hereby enter into and agree to the following terms and conditions of employment:

## ARTICLE 1

### Term of Collective Agreement

- 1.01 ~~Except where otherwise stated~~ or altered by mutual consent of the Parties, this Collective Agreement ("Agreement") shall be effective from April 1, 1999 to March 31, 2001.
- 1.02 Either the Employer or the Local shall, not less than sixty (60) calendar days nor more than one hundred and twenty (120) calendar days prior to the expiry date of this Agreement, give notice in writing of its desire to terminate or to amend this Agreement.
- 1.03 When notice to amend this Agreement is given, it shall remain in full force and effect until a new Agreement has been executed or until a strike or lockout commences under the provisions of the Alberta Labour Relations Code.

## ARTICLE 2

### Definitions

- 2.01 "AUPE" means the Alberta Union of Provincial Employees.
- 2.02 "Employer" shall mean the East Central Regional Health Authority 7 and includes such persons who are appointed or designated to carry out the administrative policy, operation and management of the Regional Health Authority.
- 2.03 "Employee" shall mean a person employed by the Employer and designated into one of the following categories:
- (a) "Full-time Employee" shall mean one who is scheduled to work the hours specified in Article 7 Hours of Work.

- (b) “Part-Time Employee” shall mean one who is scheduled to work, but whose hours of work are less than those specified in Article 7 Hours of Work.
  - (c) “Casual Employee” means one who is not scheduled and who works on a call-in or client case load basis, or to fill a position made available as a result of sickness, injury, approved leave of absence, vacation or named holiday.
  - (d) “Temporary Employee” shall mean one who is required for full-time or part-time employment for a period not to exceed one (1) year and includes:
    - (i) those employed to replace an Employee on an authorized leave of absence; or
    - (ii) those employed for the duration of a particular project.
    - (iii) the one year time limit referred to in this Article may be extended by agreement with the Local.
- 2.04 The feminine gender shall mean and include the masculine and similarly the singular shall include the plural and vice versa as applicable.
- 2.05 “Basic Rate of Pay“ means the step in the salary scale applicable to the Employee as set out in the Salaries Appendix, which includes the Nursing Educational Allowances in Article 9.02, but exclusive of all other allowances and premium payments.
- 2.06 ”Anniversary date” means date of hire.
- 2.07 ”Length of Service” means the length of continuous time that an Employee has worked for the Employer from the last date of hire.
- 2.08 “Local” or “Union” shall mean the Alberta Union of Provincial Employees which is a Party to this Collective Agreement.
- 2.09 “Union Representative” means a person authorized by the Local to act on behalf of an Employee.
- 2:10 (a) “Registered Nurse” means a person who holds annual registration with the Alberta Association of Registered Nurses.
- (b) “Registered Psychiatric Nurse” means a person who holds annual registration with the Registered Psychiatric Nurses Association of Alberta.

### ARTICLE 3

#### Management Rights

- 3.01 The Union acknowledges that it shall be the exclusive right of the Employer to operate and manage its business in all respects, unless otherwise provided by this Agreement. Without limiting the generality of the foregoing, the Employer reserves all rights not specifically restricted or limited by the provisions of this Agreement including the right to:
- (a) maintain order, discipline, and efficiency;
  - (b) make or alter, from time to time, rules and regulations to be observed by Employees which are not in conflict with any provisions of this Agreement;
  - (c) direct the working force and to create new classifications and work units and to determine the number of Employees, if any, needed from time to time in any work unit(s) or classifications(s) and to determine whether or not a position will be continued or declared redundant; and
  - (d) hire, promote, transfer, layoff, recall, demote, discipline, suspend or discharge for just cause.

- 3.02 The Employer agrees that any exercise of these rights and powers shall not contravene the provisions of this Agreement.

### ARTICLE 4

#### Union Recognition

- 4.01 The Employer recognizes the Union as the sole and exclusive bargaining agent for all the Employees of the East Central Regional Health Authority 7 when employed as described:
- (a) in the Certificate of the Labour Relations Board 276-98 (covering all employees when employed in community health nursing),
  - (b) ~~in~~ the Certificate of the Labour Relations Board 282-93 (covering all employees when employed in a community health professional or technical capacity); and

- (c) in the Certificate of the Labour Relations Board 65-99 (covering all employees when employed in community health support).

## ARTICLE 5

### Employer - Union Relations

- 5.01 The Parties agree that there shall be no discrimination, restriction or coercion exercised or practised in any manner against any Employee because of race, religion, gender, sexual preference, creed, colour, marital status, political affiliation, age, membership or non-membership or activity in the Union.
- 5.02 The Employer shall provide a bulletin board in a reasonably accessible location, in all Community Health offices. The Local may be permitted to post notices of meetings and other items on such bulletin boards provided they are first approved by the Employer, such approval not to be unreasonably withheld.
- 5.03 Upon signing of the Collective Agreement, each Employee affected shall be provided with a copy. The costs are to be shared equally between the Parties.
- 5.04 A copy of the Collective Agreement shall be provided to each Employee on employment by the Employer.

## ARTICLE 6

### Dues Deduction

- 6.01 Membership in the Union is voluntary, however, the Employer shall deduct from the earnings of each Employee covered by this Agreement, monthly membership dues as advised by the Local. Such dues deductions shall be forwarded to the Local, or its authorized representative, not later than the fifteenth (15th) day of the month following and shall be accompanied by a list showing the names of the Employees from whom deductions have been taken, classification and the amounts of the deductions. Where dues deductions are forwarded to an authorized representative, a copy of such lists shall be forwarded as well to the Secretary of the Local by the fifteenth (15th) day of each month.



- 6.02 The Local shall advise the Employer, in writing, thirty (30) days in advance of the establishment of, or change in membership dues structure.
- 6.03 The Employer shall show on the Employees' T-4 slips the total amount of union dues deducted for the taxation year.
- 6.04 The Local agrees to indemnify and save the Employer harmless against any claim or liability arising out of the administration of this Article.

## ARTICLE 7

### Hours of Work

#### Article 7A: Nursing

- 7A.01 The regular hours of work for Full-time Employees shall be:
- (a) seven (7) consecutive hours per day,
  - (b) thirty-five (35) hours per week,
  - (c) and shall include two (2) consecutive days of rest per week.
- 7A.02 Notwithstanding Article 7A.01, other shifts may be scheduled to meet public needs and Employees may be required to work such shifts. Under normal circumstances, the Employee shall be notified at least two (2) weeks prior to the forthcoming required shift.
- 7A.03 Regular hours of work shall be deemed to exclude an unpaid meal period of not more than sixty (60) minutes to be scheduled by the Employer provided the period worked exceeds four (4) hours.
- 7A.04
- (a) The regular hours of work shall be scheduled by the Employer to fall between the hours of 0700 and 2300; such hours of work not to exceed the provision in Article 7A.01(a).
  - (b) The Employer and an individual Employee may mutually agree to exceed the limitations outlined in Article 7A.04(a).
- 7A.05 A shift premium of one dollar and fifty-five cents (\$1.55) per hour shall be paid for each hour worked between 1700 hours and 0700 hours. Such premium payment shall not be considered as part of the Employee's basic rate of pay.

- 7A.06 A weekend premium of one dollar and fifteen cents (\$1.15) per hour shall be paid to Employees for each hour worked within the period commencing 1700 hours Friday to 0700 hours Monday. Such premium payment shall not be considered as part of the Employee's basic rate of pay.
- 7A.07 Notwithstanding Articles 7A.05 and 7A.06, a shift or weekend premium will not be paid to an Employee who is eligible to receive overtime pursuant to Article 8.
- 7A.08 The **two** (2) consecutive days of rest identified in Article 7A.01(c) can be altered by mutual agreement between the Employer and Employee.
- Article 7B: **Professional, Technical and Support Employees**
- 7B.01 Regular hours of work shall be seven (7) hours per day, thirty-five (35) hours per week (lunch break excluded) and shall, at the discretion of the Employer, fall between the hours of 0700 and 2300. Where the Employee is scheduled less than seven (7) hours, the Employee will be paid for a minimum of two (2) hours at their Basic Rate of Pay, or actual hours worked, whichever is greater.
- 7B.02 Notwithstanding Article 7B.01, other shifts may be scheduled to meet public needs and Employees may be required to work **such** shifts. Under normal circumstances, the Employee shall be notified at least two (2) weeks prior to the forthcoming required shift.
- 7B.03 Hours of work during shifts outlined in Article 7B.02 shall be limited to seven (7) hours per day (lunch break excluded).
- 7B.04 A shift differential of one dollar (\$1.00) per hour shall be paid for each hour worked between 1700 hours and 0700 hours. Such payment shall not be considered as part of the Employee's Basic Rate of Pay.
- 7B.05 Regular hours of work shall be deemed to exclude an unpaid meal period of not more than sixty (60) minutes to be scheduled by the Employer provided the period worked exceeds four (4) hours.
- 7B.06 A weekend premium of seventy-five cents (\$.75) per hour shall be paid to Employees for each hour worked within the period commencing 1700 hours Friday to 0700 hours Monday. Such premium payment shall not be considered as part of the Employee's basic rate of pay.

**Article 7C: Nursing, Professional, Technical and Support Employees**

7C.01 At the discretion of the Employer, with the agreement of the individual Employee, a compressed work week including twelve (12) hour shifts may be scheduled provided always that total regular hours of work do not exceed thirty-five (35) hours per week. In the administration of this Article there shall be no loss or gain of entitlements to an Employee.

7C.02 **Redefined Regular Hours of Work**

- (a) When-the Employer operationally requires the regular hours of work of a full-time position to be seven point seven five (7.75) hours per day or thirty eight point seven five (38.75) hours per week, the Employer may:
  - (i) Post the new position per Article 19.
  - (ii) Where there is only one incumbent in a position that operationally requires a seven point seven five (7.75) hour day the Employer and Employee may mutually redefine the Employee's regular hours of work and terms and conditions of employment pursuant to this Article 7C.02, or
  - (iii) if existing Full-time Employees choose not to redefine their regular hours of work, post the position per Article 19.
- (b) The Employer and the Union acknowledge and confirm that:
  - (i) overtime shall occur after seven point seven-five (7.75) hours per day or thirty-eight point seven five (38.75) hours per week; and
  - (ii) increments after two thousand twenty-two point seven five (2022.75) hours;

when redefined regular hours of work are established, all other Articles of this Collective Agreement shall remain in full force and effect as between the Parties.

- (c) Employees with redefined regular hours of work shall receive written confirmation of their redefined regular hours of work and consequential amendments pursuant to this Article in a letter of hire, with a copy to the Union.

7C.03 Unless otherwise mutually agreed between the Employer and the Employee, there shall be no split shifts.

## ARTICLE 8

### Overtime

8.01 Overtime is all time authorized by the Employer or his designated alternate and worked by an Employee in excess of seven (7) hours per day or thirty-five (35) hours in any seven (7) day period.

8.02 Except by mutual agreement between the Employee and the Employer, Employees working on a sixth (6th) or seventh (7th) daily work period in one (1) week or on a sixth (6th) and any subsequent consecutive daily work period shall be compensated at the overtime rate for all such time worked.

8.03 (a) This paragraph ~~is~~ applicable to Professional, Technical and Support Employees: Authorized overtime shall be compensated at the rate of one and one-half times (1 1/2 X) the basic hourly rate of pay. All overtime worked on a Sunday shall be paid at a rate of two times (2X) the Employee's regular rate of pay.

(b) This paragraph is applicable to Nursing Employees: authorized overtime shall be compensated at the overtime rate of one and one-half times (1 1/2 X) her basic hourly rate for the first two (2) consecutive hours worked and at the rate of two times (2X) the Employee's basic hourly rate for time worked thereafter.

8.04 Records shall be kept of all authorized overtime worked by each Employee. The Employee shall elect at the time of authorization of overtime whether to be compensated for overtime either ~~in~~ pay or time off at the overtime rate. Overtime in time off shall be taken at a mutually agreeable time within three (3) months of the end of the pay period in which the overtime was worked. Time off not taken within three (3) months of the end of the pay period during which the overtime was worked shall be paid out.

## ARTICLE 9

### Salaries

9.01 (a) Basic hourly scales and increments as set out in the Salaries Appendix, attached hereto, shall be applicable to all classifications of Employees covered by this Collective Agreement, effective on the dates specified therein.

- (b) Employees shall receive increment level advancements based upon the completion of one thousand eight hundred twenty seven (1827) hours worked at each subsequent increment level in the salary range.

9.02 Educational Allowances - Nursing Classifications

The following educational allowances shall be applicable **only** to the Nursing RN/RPN classification:

- (a) Clinical Specialist - \$1.12/hour.
- (b) Baccalaureate Degree (Nursing), University - \$1.50/hour .
- (c) Master's Degree (Nursing), University - \$1.83/hour.

ARTICLE 10

Acting Incumbency and Responsibility Allowance

10.01 Acting Incumbency

**An** Employee who, at the request of the Employer, is required to perform the major portion of the duties and responsibilities of a higher position shall be paid a premium of ten (10%) percent of her current salary in addition to her Basic Rate of Pay. The request by the Employer will be designated in writing.

10.02 An Employee who is assigned a student who is on a learning experience program, shall not be eligible to receive acting incumbency pay.

Responsibility Allowance

- 10.03 (a) An Employee who is assigned additional responsibilities which contribute to the administration of program(s) and which comprise at least twenty-five percent (25%) of her workload and regularly includes the supervision of and/or coordination of other employees, shall be paid one hundred and thirty five dollars (\$135.00) per month in addition to her Basic Rate of Pay.
- (b) The Employer reserves the exclusive right to determine the need for and to assign these responsibilities.
- (c) Part-Time Employees receive responsibility allowance as outlined in (a) on a pro-rated basis.

## ARTICLE 11

### Vacations

- 11.01 For the purpose of this Article, the following definitions shall apply:
- (a) "Working Days" means any regular scheduled work day,
  - (b) "Vacation Year" means the twelve (12) month period commencing April 1st.
- 11.02 During each complete vacation year of continuous service in the employ of the Employer, an Employee shall earn entitlement to a vacation with pay to be taken in the next following vacation year and shall be governed by the total length of such service as follows:
- (a) during the first (1st) year of continuous full-time service, an Employee shall earn fifteen (15) working days vacation with pay.
  - (b) during the second (2nd) year, up to and including the sixth (6th) year of continuous full-time service, an Employee shall earn twenty (20) working days vacation with pay.
  - (c) during the seventh (7th) year, up to and including the fourteenth (14th) year of continuous full-time service, an Employee shall earn twenty-five (25) working days vacation with pay.
  - (d) during the fifteenth (15th) and subsequent years of continuous full-time service, an Employee shall earn thirty (30) working days vacation with pay.
- 11.03 Notwithstanding the provisions of when vacation with pay is to be taken as per Article 11.02, upon written request, the Employer will consider exceptions on an individual basis.
- 11.04 New Employees with less than twelve (12) months of service shall be allowed vacation entitlement on the basis of one and one-quarter (1 1/4) working days per month calculated from the commencement of full-time employment to the cutoff date of March 31st.
- 11.05 Calculations resulting in one-quarter (1/4) or three-quarter (3/4) working days shall be rounded up to half or a full day, whichever applies.

11.06 Where the Employee resigns her employment and gives proper notice, the Employee shall receive vacation pay for such vacation entitlement earned but not taken according to the following schedule:

- (a) vacation entitlement up to 15 days = 6%
- (b) vacation entitlement up to 20 days = 8%
- (c) vacation entitlement up to 25 days = 10%
- (d) vacation entitlement up to 30 days = 12%

If employment is terminated by the Employee without giving proper notice, such Employee shall receive vacation pay at the rate prescribed in the Employment Standards Code concerning vacations with pay, provided that the Employer may waive this clause if termination is due to illness or to other causes which are acceptable to the Employer.

11.07 It is understood and agreed that the Employer will give every consideration to the Employee's preference as to the timing of their vacation, but the Employer maintains the right to the final decision as to the scheduling of vacations.

## ARTICLE 12

### Named Holidays

12.01 (a) Full-time Employees shall be entitled to a day off with pay for the following named holidays:

New Year's Day	Labour Day
Alberta Family Day	Thanksgiving Day
Good Friday	Remembrance Day
Easter Monday	Christmas Day
Victoria Day	Boxing Day
Canada Day	Christmas Float
August Civic Holiday	

In addition to the above named holidays, any day designated by the Provincial or Federal Government as a holiday shall be included.

(b) The Christmas float holiday will be the last working day preceding Christmas if Christmas is on a Tuesday, Thursday, Friday or Saturday and will follow Boxing Day if Christmas is on a Monday, Wednesday or Sunday.

12.02 To qualify for a Named Holiday with pay, the Employee must:

- (a) work her scheduled shift immediately prior to and immediately following the holiday except where the Employee is absent due to reasons acceptable to the Employer, or
  - (b) work on the holiday when scheduled or required to do so.
- 12.03 **An** Employee obliged in the course of duty to work on a named holiday shall be paid for all hours worked on a named holiday at one and one-half times (1 1/2 X) her basic rate of pay. The day off with pay as provided in Article 12.01 above shall be granted within thirty (30) days after the holiday.
- 12.04 When a named holiday falls during a period of annual vacation such named holiday shall not be computed as a day of annual vacation.
- 12.05 When a named holiday falls on a Saturday or Sunday, the following weekday(s) will be observed as the named holiday.

### ARTICLE 13

#### Sick Leave

- 13.01 Sick leave is provided by the Employer for any illness, injury, or quarantine by a Medical Officer of Health.
- 13.02 On employment, an Employee shall be allowed a credit for sick leave computed from the date of employment at the rate of **two (2)** working days for each full month of employment up to a maximum **of** one hundred and twenty (120) working days.
- 13.03 **An** Employee granted sick leave shall be paid for the period of such leave at her basic rate of pay and the number of days thus paid shall be deducted from her accumulated sick leave credits up to the total amount of the Employee's accumulated credits at the time sick leave commenced.
- 13.04 \* Employees may be required to submit satisfactory proof to the Employer of any illness, non-occupational accident or quarantine after the absence.
- 13.05 When an Employee has accrued the maximum sick leave credit for one hundred and twenty (120) working days, she shall no longer accrue sick leave credits until such time as her total accumulation is reduced below the maximum. **At** that time she shall recommence accumulating sick leave credits.



- 13.06 Sick leave shall not be granted for pregnancy, however, sick leave shall be granted for complications which may arise during a pregnancy while still working for the Employer.
- 13.07 Sick leave shall not be granted during a vacation period except:
- (a) if an Employee becomes ill during her vacation but only after the expiry of the Employee's vacation and provided the illness continues beyond the vacation,
  - (b) for the period of sick time falling within a scheduled vacation period provided that the Employee becomes ill prior to the commencement of the scheduled vacation. If the employee so wishes the number of sick days paid for within the scheduled vacation period shall be considered as vacation days not taken and may be re-scheduled at a later date.
- 13.08 Where absence due to illness or injury extends for more than twenty (20) working days, sick leave credits shall not accumulate for the entire period of time.
- 13.09 Absence from work for the purpose of medical, dental and optical appointments will be considered as leave with pay, such time taken to be deducted from the two (2) day accumulated sick leave provided in Article 13.02.
- 13.10 Upon termination of employment, all sick leave credits shall be cancelled and no payment shall be due therefor.

## ARTICLE 14

### Leave of Absence

14.01 General Leave

- (a) Leave of absence without pay may be granted to an Employee at the discretion of the Employer and the Employee shall not work for gain during the period of leave of absence except with the express consent of the Employer.
  - (b) Requests for leave of absence shall be made, in writing, to the Employer as early as possible. Applications for leave shall indicate the date of departure on leave of absence and the date of return.
- 14.02 Time credits for pay increments during leave of absence shall be as follows:

- (a) for education purposes, the first nine (9) months only,
- (b) for other purposes, thirty (30) days.

14.03 Bereavement Leave

Bereavement leave with pay of up to four (4) working days shall be granted in the event of death of the Employee's following relatives: spouse, child, parent, sibling, brother-in-law, sister-in-law, parent-in-law, grandparent or guardian. Bereavement leave may be granted for other persons at the discretion of the Employer. Bereavement leave may be extended an additional two (2) working days with pay by reason of travel to the funeral. Bereavement leave may include normal days off and/or vacation but no additional payment is due therefore.

14.04 Special Leave

- (a) An Employee who changes his place of residence may be allowed leave with pay, not exceeding one (1) day in any one (1) contract year, for the purpose of moving his personal effects.
- (b) **An** Employee who, at the request of the Employer, changes his place of residence within the boundaries of the Employer, may be granted up to three (3) days leave of absence with pay for the purpose of moving his personal effects. The cost of such move **shall be borne by the Employer.**
- (c) Leave of absence with pay due to illness within the Employee's immediate family may be granted at the discretion of the Employer. Such leave of absence shall not exceed a period of more than three (3) days per year. The third day of absence shall be charged against accumulated sick leave time.

14.05 Maternity Leave

- (a) An Employee who has completed twelve (12) months of continuous service shall, upon her written request, be granted maternity leave. Such leave shall be without pay, benefits and accrual of benefit credits. Such leave will not exceed twelve (12) months. The written request for such leave shall be submitted one (1) month in advance and shall indicate the intended date of return.

- (b) An Employee on maternity leave shall give the Employer two (2) months' written notice as to whether or not she intends to return to work. Upon her return she shall be reinstated 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 of not less than the same step in the pay scale and other benefits that accrued to her up to the day she commenced leave.

14.06

Adoption/Paternity Leave

- (a) An Employee who has completed twelve (12) months of continuous service shall, upon written request, be granted adoption/paternity leave. Such leave shall be without pay, benefits, and accrual of benefit credits. Such leave will not exceed twelve (12) months.
- (b) An Employee on adoption/paternity leave shall give the Employer two **(2)** months' written notice as to whether or not she intends to return to work. Upon her return she shall be reinstated 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 of not less than the same step in the pay scale and other benefits that accrued to her up to the date she commenced leave.
- (c) The Employee may commence adoption/paternity leave **upon** one (1)day's notice provided that application for such leave is made when the adoption has been approved and the Employer is kept informed of the progress of the adoption proceedings.

14.07

Use of Outstanding Vacation Credits

- (a) **An** Employee who has requested maternity, paternity or adoption leave shall be required to use any outstanding vacation credits or receive pay in lieu of such credits, prior to departure on maternity/adoption or paternity leave.

14.08

Educational Leave

- (a) Short Term -Nurses

- (i) If approved by the Employer, an Employee shall be allowed leave with pay to attend nursing conferences, seminars, and workshops. All Employees will have the opportunity to attend at least one (1) of the above, within the Province, each year.
- (ii) Prior to taking short term leave under this section Employees will be advised of transportation, registration fees and subsistence that will be paid by the Employer.
- (iii) Employees who are requested by the Employer to attend conferences, seminars and workshops shall be reimbursed for transportation, subsistence, and registration fees.
- (iv) Additional leave without pay for the purposes of obtaining additional education may be granted.

(b) Long Term - Nurses

Leave from duty for education purposes may be granted subject to the following conditions:

- (i) Application shall be made in writing to the Employer to include a description of the course(s) to be taken, the duration of leave applied for, and whether or not the leave requested qualifies for Employer assistance subject to the terms of this Article.
- (ii) Leave with full salary, tuition fees and other necessary expenses shall be granted when the Employer requires an Employee to take an education course(s).
- (iii) Leave for the purpose of obtaining additional education may be granted, at the discretion of the Employer. Salary, tuition fees, time, transportation, duration, and type of course, etc. will be mutually agreed upon at the time of the application, by the Employer and the Employee.

(iv) When leave is applied for, and assistance is granted as per this Article, the Employee shall sign a written agreement to the effect that upon completion of her education course, she will return to the Employer for a period of not less than twice the duration of her leave, and that should she resign before the expiry of such leave, she will refund the Employer that fraction of the salary and other financial aid paid to her during her educational course which is proportionate to the deficiency in the specified period of subsequent service.

(c) **Professional, Technical and Support**

(i) Employees who are requested by the Employer to attend conferences, seminars and workshops shall be reimbursed for transportation, subsistence and registration fees.

(ii) At the discretion of the Employer, Employees may be allowed to attend work-related conferences, seminars and workshops. At the time of authorization for leave under this provision, the Employer will advise the Employee of what portion of transportation, subsistence and registration fees will be paid for, if any at all, and if it will be leave with pay or without pay.

(iii) Requests made under this Article must be made in writing to the Employer at least twenty (20) working days in advance, or as soon as possible when the above time limit cannot be met.

14.09 **An Employee on approved leave of absence for any reason who overstays such leave without the Employer's permission shall be considered to have terminated her employment, unless the Employee provides a valid reason in the opinion of the Employer.**

14.10 In the case of an approved leave of absence without pay of more than one (1) month's duration, an Employee shall:

(a) make prior arrangements for the direct payment of full premiums of contributory benefit plans, such as Alberta Health Care Insurance, etc;

(b) cease to accrue sick leave, vacation, and length of service credits for the entire period;

- (c) except for a leave granted under Section 14.08 have her pay increment date adjusted by a number of calendar days equal to her length of leave and such date shall prevail thereafter.

14.11 **An** Employee granted leave of absence without pay shall not be entitled to a named holiday with pay which may fall during the authorized leave of absence.

14.12 **Court Leave**

When an Employee is summoned to appear in court or subpoenaed as a witness or a defendant or to serve as a juror under the Jury Act, she shall be allowed leave with pay, but any monies received by her shall be paid to the Employer.

**ARTICLE 15**

**Group Medical and Employee Benefit Program**

15.01 When the enrollment and other requirements of the insurer(s) have been met, the Employer shall take steps to contract for and implement the following group plans:

- (a) Supplementary Health Benefits Plan;
- (b) Dental Plan **which** provides for the reimbursement of eighty percent (80%) of eligible Basic Services; fifty percent (50%) of **all** eligible Extensive Services; and fifty percent (50%) of eligible Orthodontic Services, in accordance with a Fee Guide **as** established by the Provider. A maximum annual reimbursement of fifteen hundred dollars (\$1,500) per insured person per benefit year shall apply to Extensive Services. Orthodontic Services shall **be** subject to a lifetime maximum reimbursement of fifteen hundred dollars (\$1,500) per insured person.
- (c) Alberta Health Care Insurance Plan;
- (d) The East Central Regional Health Authority 7 Benefit Plan, or equivalent inclusive of:
  - (i) Group Life Insurance
  - (ii) Accidental Death and Dismemberment

- (iii) Long-Term Disability (income replacement during a qualifying disability equal to sixty-six and two-thirds percent (**66 2/3%**) of basic monthly earnings at the basic rate of pay to the established maximum following a one hundred and twenty (120) working day elimination period);
  - (e) At the Employer's option, an "EI SUB Plan" to supplement an eligible Employee's Unemployment Insurance to meet the Employer's obligation to provide benefit payments to an Employee during the valid health-related period for being absent from work due to pregnancy for which she has provided satisfactory medical proof.
- 15.02**
- (a) The implementation and operation of the East Central Regional Health Authority 7 Benefit Plan, hereinbefore referred to, shall, at all times, be subject to and governed by the terms and conditions outlined in **both** the Benefit Plan Information Brochure and the terms and conditions of the policies or contracts entered into with the underwriters of the Plans.
  - (b) **The** Employer shall **make** available to all Employees participating in these Plans, copies of information booklets **of** these Plans.
- 15.03**
- Where a group is not currently participating in the Life and Disability Insurance Plans, a maximum of one (1) survey will be conducted in any calendar year to determine if the group of Regular Employees meet the participation requirements. The Employer will conduct such survey within two **(2)** months of being requested to do so by the Union.
- 15.04**
- (a) Benefit premiums shall be cost-shared with Employees paying twenty-five (**25%**) percent of the cost and the Employer paying seventy-five (**75%**) percent of the cost for benefits listed in Article **15.01**.
  - (b) The premium cost-share percentages shall not be affected **by** administrative changes as a result of a change in coverage from single to family status, family to single status or changes in classification, hours of work or basic rates of pay.

- 15.05 Subject to the preceding provisions, a Part-Time Employee who is regularly scheduled for an average of over seventeen point five (17.5) hours per week will be eligible to participate in the Health Benefits Plan.
- 15.06 The Union shall be notified of any change to Health Benefit policies.
- 15.07 In the event of the issuance of a Notice of Strike or Lockout, the Employer shall make arrangements for the continuation of group benefit plans during the Employee's absence. The full premiums shall be paid by the Employee.
- 15.08 Where specific immunization and titre related to work is required, it shall be provided at no cost to the Employee.

**ARTICLE 16**

**Workers' Compensation**

- 16.01 All Employees shall be covered by Workers' Compensation with the Employer paying the required premiums. Any benefits which may arise from this coverage shall be subject to the policies and regulations of the Workers' Compensation Board.

**ARTICLE 17**

**Transportation**

- 17.01 Employees who in the course of their employment are authorized to use their personal automobile for Employer business, excluding mail pickup and delivery, shall be compensated at the rate of thirty cents (\$0.30) per kilometre.
- 17.02 Employees who use their personal vehicles for Employer business shall be required to submit proof of financial responsibility when the vehicle is used on such business. The Employer shall reimburse the Employee as follows:

Cost of Business Use	<b>LESS</b>	Cost of Personal Use
Insurance Coverage \$ _____		Insurance Coverage \$ _____

**EQUALS:** Reimbursement to a maximum of \$125.00 to be paid in one lump sum at the time of production of proof of business insurance coverage.



ARTICLE 18

Subsistence

18.01 Employees travelling on authorized Employer business shall be reimbursed for expenses incurred as shown below:

(a) **Meals**

When an Employee is required or authorized by the Employer to travel on Employer business fifty (50) kilometres or more from her base office or is requested to make an unscheduled trip necessitating the purchase of a meal, the Employee may claim for reimbursement for the following meal(s) to a maximum of

<u>Breakfast</u>	<u>Lunch</u>	<u>Dinner</u>
\$5.80*	\$7.40*	\$13.50*

\*includes gratuity

**BREAKFAST**, if the time of departure is earlier or the time of return is later than 7:30 a.m., or

**LUNCHEON**, if the time of departure is earlier or the time of return is later than 1:00 p.m., or

**DINNER**, if the time of departure is earlier or the time of return is later than 6:00 p.m.

(b) **Per Diem Allowance**

The per diem allowance for personal expenses for travel on Employer business shall be four dollars and eighty five cents (\$4.85) for every full twenty-four (24) hour period on travel status.

(c) **Accommodation**

Where an Employee requires overnight accommodation in conducting required or authorized Employer business, she may claim reimbursement as follows:

- (i) full reimbursement for approved hotel or motel accommodation upon the provision of a receipt, or
- (ii) where no accommodation receipt is produced, a flat rate of fourteen dollars (\$14.00) may be claimed in lieu of the allowance claimable under Article 18.01 (c)(i) above.

(d) Miscellaneous Travel Costs

- (i) Where it is necessary to use taxis or other transportation for travel on Employer business, the incurred costs shall be reimbursed by the Employer upon submission of receipts.
- (ii) Parking charges incurred while on Employer business may be claimed upon submission of receipts.

ARTICLE 19

Job Posting

19.01 When a vacancy, new position or temporary position occurs, the existence of such vacancy or new position shall be posted in all Community Health offices within the Region and may be advertised. Postings shall be for a minimum of seven (7) working days and shall include a description of the duties, qualifications and location (base site) of the vacancy or new position.

19.02 Applicants for transfers, promotions, vacancies or new positions shall be informed in writing of their acceptance or rejection.

ARTICLE 20

Probationary Period

20.01 New Employees shall serve a probationary period of six (6) months. The Employer may extend the probationary period by up to six (6) months by informing the Employee, in writing, of the reasons for the extension prior to the expiry of the initial six (6) month period.

20.02 If a probationary Employee is unsatisfactory in the opinion of the Employer, such Employee may be terminated at any time during the normal or extended probationary period without notice and without recourse to Article 25 Grievance Procedure.

ARTICLE 21

Evaluations and Personnel File

21.01 The Parties to this Agreement recognize the desirability of Employee evaluations. The Employee has the responsibility to participate in the evaluation conference. The Employee may make written comments which will be appended to the evaluation form and the Employee shall be given a copy of the evaluation.

- 21.02 Any report concerning the Employee's performance or conduct while employed with the Employer shall be discussed with the Employee prior to such being filed in the Employee's Personnel File.
- 21.03 The Employee shall sign the report but such signature may only be regarded as evidence of her being made aware of the report and is not indicative of the Employee's acceptance of it.
- 21.04 **Any** written reprimand, warning, or other record of disciplinary action which is proven to be unjustified shall be removed from the Employee's Personnel File.
- 21.05 (a) **An** Employee shall have the right to see her Personnel File on request and in the presence of an authorized Employer's representative.
- (b) Employee evaluations shall be maintained by the Employer in such a manner as to permit access only by properly authorized personnel.

## ARTICLE 22

### Discipline

- 22.01 There shall be no discipline except for just cause.
- 22.02 An Employee who is to be interviewed with respect to disciplinary action shall be notified of the time and place of the interview and if desired by the Employee she may arrange to be accompanied by a Union Representative or Union Steward. When a Union Steward requires time off from work to accompany any Employee to an interview pursuant to this Article, the Union Steward must obtain prior approval from the Employer to be absent from **work** and, if approval is granted, leave without loss of pay will be allowed. Approval to attend a disciplinary interview by a Union Steward shall not be unreasonably denied.

## ARTICLE 23

### Layoff and Recall

- 23.01 In case it becomes necessary to reduce the work force, the Employer will notify Employees, in writing, who are to be laid off thirty (30) calendar days prior to the layoff, except that the thirty (30) calendar days notice shall not apply where the layoff results from an Act of God, fire, flood or work stoppage by Employees not covered by this Agreement.

- 23.02 In laying off Employees and in recalling employees after layoff, the factors to be considered are: base site, skill, training, knowledge and efficiency of the Employees concerned. Where these factors are considered by the Employer to be relatively equal, the length of service shall be the deciding factor.
- 23.03 When increasing the workforce, recall shall be carried out in order of length of service provided the employee can perform the required work satisfactorily. The method of recall shall be by telephone and, if such is not possible, by double registered letter sent to the Employee's last known place of residence. The Employee so notified, will return to work as **soon** as possible but not later than five (5) days following the date of the telephone call or the date of delivery of the letter.
- 23.04 Employees affected by layoff shall make prior arrangements for payment of the full premium of any applicable benefit plans such as Alberta Health Care, etc.
- 23.05 Other than the continuance of certain benefits as may be arranged under Clause 23.04 and retention of length of service held at time of layoff, an Employee's rights while on layoff shall be limited to the right of recall only.
- 23.06 **An** Employee shall be considered terminated when she does not return from layoff as required, or has been on layoff for a period of twelve (12) months without being recalled.
- 23.07 No new Employees will be hired while there are other Employees on layoff as long as laid off Employees are qualified for the job. Notwithstanding the provision of Article 14.04(b), an Employee who is laid off in one office of the Employer but is then recalled to work in another office of the Employer, will assume the cost of relocation if she decides to move her residence to her new location of employment.

## ARTICLE 24

### Termination of Service

- 24.01 An Employee wishing to terminate employment shall provide the Employer with thirty (30) calendar days notice in writing, exclusive of any vacation due.
- 24.02 Any Employee who does not report for work and who fails to notify the Employer within twenty-four (24) hours shall be considered to have vacated her position unless a valid reason is provided.

## ARTICLE 25

### Grievance Procedure

#### 25.01 Communication

- (a) Any notice or advice ~~which~~ the Employer is required to give to the Union in respect of any matter referred to in this Article and Article 26: Arbitration, shall be sufficient if delivered to the Chairperson, Vice-Chairperson or Secretary of the Chapter.
- (b) Any notice or advice which the Union is required to give to the Employer in respect of any matter referred to in this Article and Article 26: Arbitration, shall be sufficient if delivered to the designated person noted in each Article below.
- (c) The hearing of grievances at any stage of the grievance procedure may be held during the normal working day with no loss of basic pay for a participating Employee providing the Employee ~~does~~ not leave the Employer's premises.

#### 25.02 Time Periods

- (a) For the purpose of this Article, periods of time referred to in days shall be deemed to mean such periods of time calculated on consecutive calendar days exclusive of Saturdays, Sundays and named holidays which are specified in Article 12: Named Holidays.
- (b) Time limits may be extended by mutual agreement of the Parties in writing.

#### 25.03 Steps of the Grievance Procedure Involving Disputes Between the Employer and the Employee

If a dispute arises between the Employer and an Employee regarding the interpretation, application or alleged violation of this Agreement, the Employee shall first seek to settle the dispute through discussion with ~~his~~ immediate supervisor. If the dispute is not resolved satisfactorily, it may then become a grievance and be advanced to Step 1.

**Step 1**

The grievance shall be submitted, in writing, to her Community Manager or designate indicating the Article claimed to have been violated, the nature of the grievance, and redress sought within ten (10) days of the occurrence of the act causing the grievance.

The decision of the Community Manager or designate shall be made known to the grievor in writing, with a copy to the Chapter, within ten (10) days of receipt of the grievance. If the grievance is not resolved satisfactorily in Step 1, it may be advanced to Step 2.

**Step 2**

The grievance, within ten (10) days in receipt of the decision of the Community Manager or designate in Step 1, shall be submitted by the Employee in writing to the Vice-president - Corporate Services or designate, indicating the Article claimed to have been violated, the nature of the grievance and the redress sought. The decision of the Vice-president - Corporate Services or designate shall be communicated, in writing, to the grievor within ten (10) days of receipt of the grievance, with a copy to the Chapter.

**Step 3**

If the decision of the Vice-president - Corporate Services or designate is not acceptable to the grievor, the grievor may submit the grievance to arbitration as provided in Article 26: Arbitration within ten (10) days of receipt of the decision of the Vice-president - Corporate Services or designate.

25.04 **Policy Grievance - Dispute Between the Parties**

In the event that a dispute of a general nature affecting more than one (1) Employee arises between the Employer and the Local regarding interpretation, application or alleged violation of this Agreement, which cannot be resolved by discussion between parties, the dispute becomes a policy grievance. Such policy grievance shall commence at Step 1 of the Grievance Procedure above.

25.05 **Default**

- (a) Should the Employee fail to comply with any time limits in this Article, the grievance will be considered conceded and shall be abandoned unless the Parties have mutually agreed, in writing, to extend the time limits.

- (b) Should the Employer fail to comply with any time limits in this Article, the grievance shall automatically move to the next Step on the day following the expiry of the particular time limit unless the parties have mutually agreed, in writing, to extend the time limits.

25.06 At any hearing held during the Grievance Procedure, the Employee is entitled to have a Union Representative present.

## ARTICLE 26

### Arbitration

26.01 Either of the Parties wishing to submit a grievance to arbitration shall notify the other Party in writing of its intention to do so; and

- (a) name its appointee to the Arbitration Board; or
- (b) state their desire to meet to consider the appointment of a single arbitrator.

26.02 Within ten (10) days after receipt of notification provided for in Article 26.01 above, the Party receiving such notice shall:

- (a) inform the other Party of the name of its appointee to an Arbitration Board, or
- (b) arrange to meet with the other Party in an effort to select a single arbitrator. Where agreement cannot be reached on the principle or selection of a single arbitrator, an Arbitration Board shall be established.

26.03 Where appointees to an 'Arbitration Board have been named by the Parties, they shall, within ten (10) days, endeavour to select a mutually acceptable Chairperson for the Arbitration Board. If they are unable to agree upon the choice of a Chairperson they shall immediately request the Minister of Labour of the Province of Alberta to appoint a Chairperson.

26.04 After a single arbitrator has been selected or the Arbitration Board has been formed in accordance with the above procedure, he/it shall meet with the Parties within twenty-one (21) days and hear such evidence as the Parties may desire to present, assure a full, fair hearing, and shall render the decision, in writing, to the Parties within fourteen (14) days after the completion of the hearing.

- 26.05 The decision of the single arbitrator, a majority of the Board of Arbitration, or if there is no majority the decision of the Chairperson, shall be the decision of the Board. The decision of a Board of Arbitration or the decision of a single arbitrator shall be final and binding on the Parties.
- 26.06 The Arbitration decision shall be governed by the terms of this Agreement and shall not alter, amend or change the terms of this Agreement.
- 26.07 Each of the Parties to this Agreement shall bear the expenses of its appointee to an Arbitration Board. The fees and expenses of the Chairperson or single arbitrator shall be borne equally **by** the **two** Parties to the dispute.
- 26.08 **Any** of the time limits herein contained in arbitration proceedings may be extended if mutually agreed to in writing by the Parties.
- 26.09 For the purpose of this Article, periods of time referred to in days shall be deemed to mean such periods of time calculated on consecutive calendar days exclusive of Saturdays, Sundays and named holidays which are specified in Article **12**: Named Holidays.

## ARTICLE 27

### Part-Time, Temporary and Casual Employees

- 27.01 The following provisions of this Agreement apply to Part-time, Temporary and Casual Employees as designated between the Nursing, Professional or Technical and Support Employees: Preamble; Article 1: Term of Agreement; Article **2**: Definitions; Article **3**: Management Rights; Article **4**: Union Recognition; Article **5**: Employer - Union Relations; Article **6**: Dues Deductions; Article 8: Overtime; Article 10: Acting Incumbency and Responsibility Allowance; Article **16**: **Workers'** Compensation; Article 17: Transportation; Article 18: Subsistence; Article **21**: Evaluations and Personnel File; Article 28: Employee Counselling; Article **29**: On-Call Duty and Call-Back; Article 30: Call-Back When Not On-Call; Article 31: Recognition of Previous Experience; Article **32**: Union Business and Article **33**: Professional Responsibility.
- (a) Part-time and Temporary Employees shall be subject to Article **20**: Probationary Period; Article **22**: Discipline and Article **24**: Termination of Service.



(b) Part-time Employees shall be subject to Article 19: Job Posting; Article 23: Layoff and Recall; Article 25: Grievance Procedure; Article 26: Arbitration and Article 34: Pensions.

(c) Temporary and Casual Employees shall have access to Article 25: Grievance Procedure and Article 26: Arbitration solely for the enforcement of those Articles which apply to them.

(d) Nursing

Part-time, Temporary and Casual Employees shall be subject to the Nursing Articles of Article 29: On-Call Duty and Call Back and Article 30: Call Back When Not On-Call. -

27.02 All other provisions of this Agreement do not apply to Part-time, Temporary and Casual Employees unless specifically stated in this Article.

27.03 The basic hourly rate of pay for Part-time, Temporary and Casual Employees shall be calculated in accordance with the Salaries Appendix:

$$\frac{\text{Monthly Salary X 12}}{1827} = \text{Basic Hourly Rate}$$

27.04 Part-time, Temporary Part-time and Casual Employees shall be entitled to an increment upon completion of one thousand, eight hundred and twenty-seven (1,827) hours of work and a further increment upon completion of each period of one thousand, eight hundred and twenty-seven (1,827) hours worked thereafter to the maximum increment granted Full-time Employees.

27.05 Part-time Employees shall receive credits for hours equivalent to vacation pay and named holiday pay received in totalling hours for increment purposes.

27.06 Part-time, Temporary Part-time and Casual Employees who work on a Named Holiday shall be paid at one and one-half times (1 1/2 X ) their basic hourly rate for all hours worked in addition to the holiday pay entitlement. The alternate designated holiday will not apply.

27.07 Part-time Employees who work a minimum of seventeen and one-half (17 1/2) hours per week shall be entitled to benefit plan coverage in accordance with Article 15: Group Medical and Employee Benefit Program.

- 27.08 Temporary Full-time Employees shall be entitled to a day off with pay on the Named Holidays in accordance with Article 12: Named Holidays, plus six (6) percent vacation pay.
- 27.09 Temporary Full-time Employees shall be subject to Article 7: Hours of Work.
- 27.10 Part-time, Temporary Part-time and Casual Employees' normal hours of work shall be between 0700 hours and 2300 hours and shall be subject to:
- (a) Nursing  
Article 7A.05 (Shift Premium), 7A.06 (Weekend Premium) and Article 7C.03 (Split Shifts).
  - (b) Professional, Technical and Support  
Article 7B.04 (Shift Premium), 7B.06 (Weekend Premium) and Article 7C.03 (Split Shifts).
- 27.11 Part-time, Temporary and Casual Employees may replace a Full-time Employee on redefined regular hours of work in accordance with Article 7C.02. In such case, work in excess of seven point seven five (7.75) hours per day shall be regarded as overtime.
- 27.12 Part-time and Temporary Employees shall accumulate sick leave benefits on the basis of one (1) day per each seventy-six (76) hours worked and are subject to Article 13: Sick Leave.
- 27.13 Part-time, Temporary Part-time and Casual Employees shall be paid, in addition to their basic rate of pay, in lieu of vacation and named holidays:
- (a) Nursing
    - (i) Ten point four percent (10.4%) per annum;
    - (ii) Twelve point four percent (12.4%) per annum for Employees having completed more than one thousand, eight hundred and twenty-seven (1,827) hours;
    - (iii) Fourteen point four percent (14.4%) per annum for Employees having completed more than twelve thousand, seven hundred and eighty-nine (12,789) hours;  
or

(iv) Sixteen point four percent **(16.4%)** per annum for Employees having completed more than twenty-seven thousand, four hundred and five **(27,405)**hours.

(b) Professional, Technical and Support

(i) Ten point four percent (10.4%) per annum;

(ii) Twelve point four percent **(12.4%)** per annum for Employees having completed more than one thousand,, eight hundred and twenty-seven **(1,827)**hours;

(iii) ~~Fourteen point four percent (14.4%)~~ per annum for Employees having completed more than ten thousand, nine hundred and sixty-two **(10,962)**hours; ~~or~~

(iv) Sixteen point four percent **(16.4%)** per annum for Employees having completed more than twenty-five thousand, five hundred and seventy-eight **(25,578)**hours.

(c) Part-time Employees shall have scheduled time off without pay ~~for~~ vacation subject to the provisions of Articles **11.02** and **11.07**; or they may choose to bank their vacation entitlement pay, to be paid out when vacation time is taken.

**27.14** Part-time and Temporary Employees shall be granted bereavement leave provided the consecutive working days are immediately following the death and are scheduled working days. No payment will be made for any of those days on which an Employee is not scheduled to work.

**27.15** Part-time Employees shall be subject to Articles **14.05** and **14.06** Maternity and Adoption/Paternity Leave.

**27.16** Leave of absence without pay may be granted to Part-time and Temporary Employees at the discretion of the Employer.

**27.17** Available hours in a specific work location shall first be offered to Part-time Employees before being offered to Casual Employees.

**27.18** Nursing

Part-time and Temporary Employees may be granted special leave as provided in Article **14.04** on a prorated basis.

27.19 Nursing

Part-time and Casual Employees shall be paid twenty-five dollars (\$25.00) or pay at their regular rate, for each day worked whichever is the greater.

27.20 Nursing

Part-time Employees shall be subject to Article 14.08(a) Short Term Educational Leave and Article 14.08(b) Long Term Educational Leave on a prorated basis.

ARTICLE 28

Employee Counselling

28.01 The Employer recognizes that alcoholism, **drug** addiction and mental illness are illnesses which can respond to therapy and treatment.

28.02 **An** Employee, whose work performance is adversely affected by a condition -mentioned in Article **28.01** above, may be referred by her supervisor to the Employee Assistance Program, Alberta Alcohol and Drug Abuse Commission, Mental Health Services or other qualified agencies.

ARTICLE 29

On-Call Duty and Call Back

29.01 On-Call Duty

(a) The words "on-call duty" shall be deemed to mean any period during which an Employee is not on regular duty and during which the Employee is on-call and will be reasonably accessible to respond without undue delay to any request to return to duty the duration of which is not more than **24** hours (0800 hours Monday to 1600 hours Friday) and not more than 64 hours (1600 hours Friday to 0800 hours Monday). Time frames may be exceeded with an Employee's consent.

(b) Notwithstanding the time frames set out in Article 29.01 (a) where a Named Holiday in Article **12** occurs immediately before or after a Saturday or Sunday, the Employer may assign the same Employee who has been authorized to on-call duty pursuant to Article 29.01 (a) to the additional on-call period(s).

29.02 Regulations in respect of approval or authorization for on-call duty and the procedures which are to be followed by the Employee and the Employer in respect of a duty roster or such other administrative controls as may be deemed necessary or desirable, shall be prescribed by the Employer.

29.03 On Call Rate of Pay

Nursing

(a) A Nursing Employee shall be paid the sum of sixteen dollars (\$16.00) for each period of authorized on-call-duty to which she is assigned, or one dollar ten cents (\$1.10) for each hour of authorized on-call duty, whichever is the greater.

Professional, Technical and Support

(b) A Professional, Technical or Support Employee shall be paid the sum of fifteen dollars (\$15.00) for each period of authorized on-call duty to which she is assigned, or one dollar (\$1.00) for each hour of authorized on-call duty, whichever is the greater.

29.04 Call Back Rate of Pay

Nursing

(a) In addition to the payment for being on-call, for each occasion on which a Nursing Employee on-call is called back to duty, she shall be paid thirty-six dollars (\$36.00) or pay at her basic hourly rate of pay for the actual hours worked, whichever is the greater.

Professional, Technical and Support

(b) In addition to the payment for being on-call, for each occasion on which an Employee on-call is called to duty, the Employee shall be paid twenty-five dollars (\$25.00) or pay at their basic hourly rate of pay for the actual hours worked, whichever is the greater.

29.05 The Employer will endeavour to ensure that Employees will not be placed "on-call" more than one (1) weekend in every three (3) week period unless mutually agreed between the Employer and Employee.

29.06 Telephone Calls

(a) Client related telephone calls received by an Employee while off duty shall be referred to the Employee designated to be on-call and shall not be considered call back or a call to duty.

- (b) Client related telephone calls received by an Employee designated on-call which require problem solving or case coordination, shall be paid at a minimum of one quarter (1/4) hour per on-call period at the Employee's regular rate of pay, or paid at the Employee's regular rate of pay for the total time spent on calls. The actual time spent on such calls shall be recorded.
- (c) Should the Nurse on-call receive a client related phone call which requires an immediate call back, the telephone call shall be considered part of the call back and shall not be compensated separately.

### ARTICLE 30

#### Call Back When Not On-Call

30.01      Nursing

- (a) For each authorized occasion for which an Employee is called back to duty when not on-call, she shall be paid at the overtime rate if applicable for all hours worked, or thirty-six dollars (\$36.00), whichever is the greater.

#### Professional, Technical and Support

- (b) For each authorized occasion for which an Employee is called **back** to duty when **not** on call, she shall be paid at the overtime rate if applicable for all hours worked, or twenty five dollars (\$25.00), whichever is greater.

### ARTICLE 31

#### Recognition of Previous Experience

31.01      Recognition of previous experience shall be governed by the following conditions:

- (a) Experience prior to a five (5) year lapse will not be recognized.
- (b) All previous directly related experience will be recognized on a one for one basis up to the sixth (6th) step of the applicable salary schedules.

31.02      There will be no retroactive application of this Article.

## ARTICLE 32

### Union Business

- 32.01 The Employer may grant approval for leave of absence for Employees elected or appointed to represent the Union or Local at conventions, workshops, institutes, seminars, negotiations or for Union business. Such requests for leave of absence shall be submitted in writing to the Employer a minimum of five (5) working days prior to such leave.
- 32.02 When leave to attend Union business has been approved, it is granted with pay. The Union agrees to reimburse the Employer for actual salary paid to the Employee while on leave, plus fifteen (15%) percent to cover the costs of benefits. Should the cost of her replacement be greater than the actual salary plus fifteen (15%) percent, the Employer shall recover the greater amount.
- 32.03 The Employer when possible or practical shall provide replacement staffing at the Employee's worksite when leave ~~for~~ Union business has been approved.
- 32.04 Except as expressly permitted by this Agreement, there shall be no Union activities on Employer time or on Employer property without the prior permission of the Employer.

## ARTICLE 33

### Professional Responsibility

- 33.01 The Parties agree that issues regarding professional responsibility or workload related to client services are best resolved at the operational level between the Employees and the Employer.
- 33.02 A Committee shall be established with co-chairs appointed by each of the parties. The function of the Committee is to seek mutual resolution of issues regarding professional responsibility or workload related to client services. Membership or participation on the Committee will be appropriate to the issue being discussed.
- 33.03
- (a) When an issue arises either specific to a worksite, Area or the Region, the Employee(s) shall discuss the issue with the appropriate manager to seek resolution.
  - (b) In the event the issue cannot be resolved by the parties, the Employee(s) may refer the issue to the Committee.

- (c) In the event the issue cannot be resolved by the Committee, the Co-Chair(s) shall refer the issue to the Vice President - Health Services or designate, who will provide a response.
- 33.04 (a) Employee(s) will provide a written summary of their issue to a Co-chair. The Co-Chair(s) will establish an agenda and set a meeting date.
- (b) Mutually agreed resolutions of the Committee will be communicated in a manner deemed appropriate by the Co-Chairs.

#### ARTICLE 34

##### Pensions

- 34.01 The Employer will continue to participate in either the Local Authorities Pension Plan or the Public Service Pension Plan.

#### ARTICLE 35

##### 24 Hour Care - Home Support Aides

- 35.01 **This** Article shall apply only to the Home Support Aide Classification. Home Support Aides who agree with the Employer to provide twenty-four (24) hour care shall be paid for twelve (12) hours at their regular rate of pay for each twenty-four (24) hour period worked. **All** Employment Standards regulations dealing with consecutive hours worked, rest periods and sleep will apply.



## SCHEDULE "A"

LOCAL 057/004  
SALARIES APPENDIX

EFFECTIVE: April 1, 1999

### NURSING

R.N / R.P.N.

	<b>1</b>	<b>2</b>	<b>3</b>	<b>4</b>	<b>5</b>	<b>6</b>	<b>7</b>
April 1, 1999	19.47	20.06	20.68	21.34	21.99	22.67	23.36
April 1, 2000	20.05	20.66	21.30	21.98	22.65	23.35	24.06

Clinical Specialist  
Enterostomal Therapist

	<b>1</b>	<b>2</b>	<b>3</b>	<b>4</b>	<b>5</b>	<b>6</b>	<b>7</b>
April 1, 1999	20.62	21.22	21.84	22.50	23.14	23.82	24.51
April 1, 2000	21.24	21.86	22.50	23.18	23.83	24.53	25.25

B.Sc.N.

	<b>1</b>	<b>2</b>	<b>3</b>	<b>4</b>	<b>5</b>	<b>6</b>	<b>7</b>
April 1, 1999	21.01	21.61	22.23	22.89	23.54	24.22	24.91
April 1, 2000	21.64	22.26	22.90	23.58	24.25	24.95	25.66

M.Sc.N.

	<b>1</b>	<b>2</b>	<b>3</b>	<b>4</b>	<b>5</b>	<b>6</b>	<b>7</b>
April 1, 1999	21.35	21.95	22.57	23.24	23.88	24.56	25.25
April 1, 2000	21.99	22.61	23.25	23.94	24.60	25.30	26.01

### PROFESSIONAL / TECHNICAL

Dental Hygienist  
Early Intervention Program Worker  
Respiratory Therapist

	<b>1</b>	<b>2</b>	<b>3</b>	<b>4</b>	<b>5</b>	<b>6</b>	<b>7</b>
April 1, 1999	18.83	19.64	20.51	21.41	22.36	23.34	24.37
April 1, 2000	19.39	20.23	21.13	22.05	23.03	24.04	25.10

LOCAL 057/004  
SALARIES APPENDIX - Continued

EFFECTIVE: April 1, 1999

**PROFESSIONAL / TECHNICAL**

**Public Health Inspector  
Sexual Health Consultant  
Occupational Therapist  
Physical Therapist  
Social Worker  
Nutritionist  
Health Promotion Planner**

	<b>1</b>	<b>2</b>	<b>3</b>	<b>4</b>	<b>5</b>	<b>6</b>	<b>7</b>
<b>April 1, 1999</b>	19.64	20.51	21.41	22.36	23.34	24.37	25.44
<b>April 1, 2000</b>	20.23	21.13	22.05	23.03	24.04	25.10	26.20

**Speech Pathologist  
Audiologist**

	<b>1</b>	<b>2</b>	<b>3</b>	<b>4</b>	<b>5</b>	<b>6</b>	<b>7</b>
<b>April 1, 1999</b>	20.51	21.41	22.36	23.34	24.37	25.44	26.56
<b>April 1, 2000</b>	21.13	22.05	23.03	24.04	25.10	26.20	27.36

**SUPPORT**

**Home Support Aide  
Therapy Aide**

	<b>1</b>	<b>2</b>	<b>3</b>	<b>4</b>	<b>5</b>	<b>6</b>	<b>7</b>
<b>April 1, 1999</b>	9.77	10.21	10.67	11.13	11.61	12.11	12.71
<b>April 1, 2000</b>	10.06	10.52	10.99	11.46	11.96	12.47	13.09

**Steno Tech I**

	<b>1</b>	<b>2</b>	<b>3</b>	<b>4</b>	<b>5</b>	<b>6</b>	<b>7</b>
<b>April 1, 1999</b>	11.28	11.76	12.27	12.79	13.37	13.96	14.55
<b>April 1, 2000</b>	11.62	12.11	12.64	13.17	13.77	14.38	14.99

**LOCAL 057/004**  
**SALARIES APPENDIX - Continued**

**EFFECTIVE: April 1, 1999**

**SUPPORT**

**Data Processing Operator  
Registered Dental Assistant Level I**

	<b>1</b>	<b>2</b>	<b>3</b>	<b>4</b>	<b>5</b>	<b>6</b>	<b>7</b>
<b>April 1, 1999</b>	11.76	12.27	12.79	13.37	13.96	14.55	15.18
<b>April 1, 2000</b>	12.11	12.64	13.17	13.77	14.38	14.99	15.64

**Steno Tech II  
Therapy Assistant**

	<b>1</b>	<b>2</b>	<b>3</b>	<b>4</b>	<b>5</b>	<b>6</b>	<b>7</b>
<b>April 1, 1999</b>	12.27	12.79	13.37	13.96	14.55	15.18	15.84
<b>April 1, 2000</b>	12.64	13.17	13.77	14.38	14.99	15.64	16.32

**Licensed Practical Nurse  
Registered Dental Assistant Level II**

	<b>1</b>	<b>2</b>	<b>3</b>	<b>4</b>	<b>5</b>	<b>6</b>	<b>7</b>
<b>April 1, 1999</b>	12.79	13.37	13.96	14.55	15.18	15.84	16.56
<b>April 1, 2000</b>	13.17	13.77	14.38	14.99	15.64	16.32	17.06

LETTER OF UNDERSTANDING

BETWEEN

EAST CENTRAL REGIONAL HEALTH AUTHORITY 7

AND

THE ALBERTA UNION OF PROVINCIAL EMPLOYEES

(THE UNION)

**VOLUNTARY SEPARATION ALLOWANCE**

Whereas the East Central Health Authority 7 may require reductions in the number of Full-time and Part-time Employees that they employ, the Parties agree to provide a Voluntary Separation Allowance as follows:

1. During the term of this Letter of Understanding, the Separation Allowance as outlined in the attached Schedule, is available as an alternative to and if selected by an Employee who is being laid off, in lieu of the provisions of Article 23 of the Collective Agreement.
2. The Separation Allowance will be available for Full-time and Part-time Employees. Eligible Employees will be entitled to receive the Separation Allowance at their regular Basic Rate of Pay in effect at the time of election, according to the attached Schedule.
3. Where an eligible Employee has made an election to accept the Separation Allowance, the election shall only be altered by agreement of the Employee and Employer. Separation of Employment shall occur at a time selected by the Employer. Employees shall make their election for Separation Allowance within fourteen (14) calendar days of the receipt of a Notice of Layoff.
4. In addition to paragraphs 1 and 2, Employees who have not received Notice of Layoff may request the Separation Allowance. Such offers may but will not necessarily result in an offer of the Separation Allowance by the Employer to that Employee. Offers are subject to operational requirements as determined by the Employer, whose decision is final and binding and cannot be challenged. Employees who request the Separation Allowance, if approved by the Employer under this paragraph, are required to resign at a time acceptable to the Employer.

5. Severance shall be provided, at the request of the Employee, as:
  - (i) A lump sum payment;
  - (ii) contribution to an RRSP of the Employee's choice;
  - (iii) any combination of the above; or
  - (iv) other provisions as agreed by the Employer and Employees
  
6. **This** Letter of Understanding, including the attached Schedule, shall be effective date of signing and shall remain in force and effect until March 31, 2001.

**EAST CENTRAL REGIONAL HEALTH AUTHORITY 7**

**SCHEDULE - VOLUNTARY SEPARATION ALLOWANCE**

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

LETTER OF UNDERSTANDING

BETWEEN

EAST CENTRAL REGIONAL HEALTH AUTHORITY 7

AND

THE ALBERTA **UNION** OF PROVINCIAL EMPLOYEES

(THE UNION)

**HOME SUPPORT AND THERAPY AIDES**

Whereas the East Central Regional Health Authority 7 recognizes the value of the Personal Support Aide course for Home Support Aides and Therapy Aides, the Parties agree to movement on the salary grid for completion of this course as follows:

1. Employees who acquire the Personal Support Aide course, will, upon proof of satisfactory completion of same, advance one increment on the salary grid the pay period immediately following provision of proof of completion. Thereafter, the anniversary date for these Employees will become the date of this advancement.
2. Notwithstanding paragraph 1 above, subsequent advancement on the salary grid will be in accordance with Article 9 for Full-time Employees and Article 27 for Part-time and Casual Employees.
3. This Letter of Understanding, shall be effective date of signing and shall remain in force and effect until March 31, 2001.

LETTER OF UNDERSTANDING

BETWEEN

EAST CENTRAL REGIONAL HEALTH AUTHORITY 7

(THE EMPLOYER)

AND

THE ALBERTA UNION OF PROVINCIAL EMPLOYEES

(THE UNION)

**PART-TIME, TEMPORARY PART-TIME AND CASUAL - ARTICLE 27.13  
PAYMENT IN LIEU OF VACATION AND NAMED HOLIDAYS**

Notwithstanding the provisions of Article 27.13 of this Agreement, the Parties agree the following provisions continue to apply to Nursing Employees, who, at the date of signing of this Agreement, were eligible to receive such provisions listed below, flowing from terms and conditions contained in the United Nurses of Alberta and The Health Unit Association of Alberta Collective Agreement for the period April 1, 1994 - March 31, 1996.

Part-time Employees shall be paid, in addition to their Basic Rate of Pay, in lieu of Vacation and Named Holidays, eleven point two percent (**11.2%**) per annum.

- (a) thirteen point two percent (**13.2%**) per annum ~~for~~ Employees having completed more than one thousand, eight hundred and twenty-seven (1,827) hours,

fifteen point two percent (15.2%) per annum for Employees having completed more than twelve thousand, seven hundred and eighty-nine (12,789) hours,

seventeen point two percent (17.2%) per annum for Employees having completed more than twenty-seven thousand, four hundred and five (**27,405**) hours.



**LETTER OF UNDERSTANDING**

BETWEEN

EAST CENTRAL REGIONAL HEALTH AUTHORITY 7

**(THE EMPLOYER)**

AND

THE ALBERTA UNION OF PROVINCIAL EMPLOYEES

**(THE UNION)**

**EQUITY COMPENSATION RATE ADJUSTMENT**

Upon the ratification of a negotiated settlement for nurses in health facilities operated by the East Central Regional Health Authority, the hourly rate percentage increase for the starting salary of a diploma nurse will be identified. If that increase exceeds the 3% increase on April 1<sup>st</sup>, provided to the starting salary of a nurse in this Collective Agreement, the difference will be added to the hourly rate in existence as in the following example:

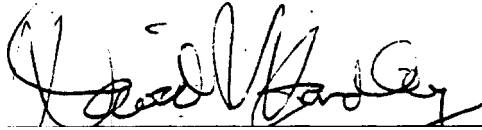
R.N. in Daysland at starting salary achieves 3.25% increase to hourly rate effective April 1, 1999. An additional 0.25% will be added to the hourly rate of the community nurses.

The same formula **will** be applied to year 2 of this Collective Agreement.

The same methodology will be applied effective April 1, 2000, based on a percentage comparison between the starting rate of a nurse on the salaries appendix of this agreement and a nurse on the salaries appendix under an East Central Regional Health Authority health facility agreement.

IN WITNESS WHEREOF the Parties have executed this Agreement by affixing hereto the signatures of their proper Officers in that behalf.

On Behalf of the Employer  
East Central Regional Health Authority 7

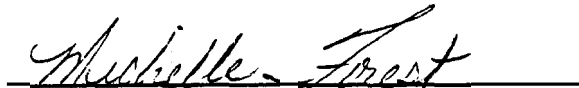
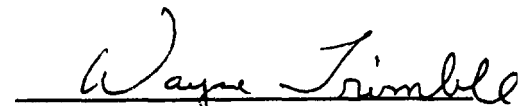


David R. Handley  
Vice President - Corporate Services

On Behalf of the Local 057/004  
(Community Health Nursing,  
Professional & Technical and  
Support Capacity)



Dan MacLennan  
President - A.U.P.E.

  
Michelle Forest  
Witness  
Wayne Trimble, Negotiator

Date: May 17, 1999

Date: 18/MAY/99