



**MULTI EMPLOYER**

**COLLECTIVE AGREEMENT**

**BETWEEN THE**

**PROVINCIAL HEALTH AUTHORITIES OF ALBERTA  
(on behalf of the Employers listed in Appendix A)**

**AND THE**

**ALBERTA UNION OF PROVINCIAL EMPLOYEES  
(on behalf of the Bargaining Units listed in Appendix B)**

**EXPIRES MARCH 31, 2002**

**COMMUNITY HEALTH SERVICES**

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Collective Agreement made this 12<sup>th</sup> day of July A.D., 2001.

**BETWEEN**

the Employers listed in Appendix A

and

Alberta Union of Provincial Employees  
on behalf of the bargaining units listed in Appendix B

**PREAMBLE**

Agreeing that the primary purpose of the Employer is to provide the community with efficient, competent health services, it is the intent of the parties to:

- (a) ensure the provisions of the best possible service and care;
- (b) protect and promote the interest of Clients, Employees and the Community;
- (c) maintain harmonious relations between the Employer and the Union;
- (d) recognize the mutual value of joint discussions and negotiations in all matters of mutual concern to the Parties;
- (e) respect the contribution of Employees providing health services.

NOW THEREFORE, the Parties hereto agree as follows:

## ARTICLE 1

### TERM OF THE COLLECTIVE AGREEMENT

- 1.01 Except where otherwise stated, this Collective Agreement shall be in force and effect from July 12, 2001 (date of ratification) up to and including March 31, 2002, unless altered by the mutual consent of both parties.
- 1.02 Either the Employer or the Union shall, not less than sixty (60) calendar days or more than one hundred and twenty (120) calendar days prior to the expiry date of the Agreement, give notice in writing of its desire to terminate or amend this Collective Agreement.
- 1.03 When either party serves notice of desire to amend the Collective Agreement in accordance with Article 1.02, the negotiating committees shall exchange any proposed amendments at commencement of negotiations.
- 1.04 This Collective Agreement shall continue in force and effect until a new Collective Agreement has been ratified.
- 1.05 Any notice required to be given in this Collective Agreement shall be deemed to have been sufficiently served if personally delivered or mailed in a prepaid registered envelope addressed in the case of the Employer to the Chief Executive Officer or designate of the Regional Health Authority and in the case of the Union to:

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

## ARTICLE 2

### DEFINITIONS

- 2.01 Feminine Gender shall mean and include the masculine and similarly, the singular shall include the plural and vice-versa, as applicable.
- 2.02 "Arbitration" shall take meaning from the section of the *Code* dealing with the resolution of a difference.
- 2.03 "Bargaining Unit" shall mean the unit of Employees as described on the Labour Relations Board Certificate or the Voluntary Recognition Agreement.

- 2.04 "Base Office" shall mean the office from which the Employee works, as designated by the Employer at the time of hire or transfer. A Casual Employee, or a Part-Time Employee who applies for and is successful in another Part-Time or Casual vacancy may be designated a second (2nd) base office.
- 2.05 "Basic Rate of Pay" shall mean the incremental step in the Salaries Schedule applicable to an Employee in accordance with the terms of this Collective Agreement, exclusive of all premium payments.
- 2.06 "Chapter" means those Chapters of The Alberta Union of Provincial Employees listed in Appendix B.
- 2.07 "Code" means the *Labour Relations Code*, as amended from time to time.
- 2.08 "Continuous Service" shall mean the period of employment commencing on the latest date of employment for a Regular or Temporary Employee within the bargaining unit that is not interrupted by termination or dismissal.
- 2.09 An "Employee" shall mean a person in one (1) of the job classifications listed in the Salary Schedule while employed by the Employer and designated into one of the following categories:
- (a) "Regular Employee" is one who works on a Full-Time or part time basis;
  - (b) "Full-Time Employee" shall mean an Employee who is scheduled to work the hours specified in Article 14, Hours of Work;
  - (c) "Part-Time Employee" shall mean an Employee who is scheduled to work, but whose hours of work are less than those specified in the Hours of Work Article for Full-Time Employees;
  - (d) "Temporary Employee" is one who is hired on a Temporary basis for a Full-Time or Part-Time position;
    - (i) for a particular project of more than three (3) months but less than twelve (12) months; or
    - (ii) to replace a Full-Time or Part-Time Employee who is on an approved leave of absence for a period in excess of three (3) months; or
    - (iii) to replace a Full-Time or Part-Time Employee who is on leave due to illness or injury where the Employee has indicated that the duration of such leave will be in excess of three (3) months.



If the Employer utilizes the provisions of Article 2.09(d)(i) the Employer will notify the Union in writing of the name of the Temporary Employee and the details of the project.

The twelve (12) month time limit referred to in Article 2.09(d)(i) may be extended by mutual agreement between the Employer and the Union.

(e) "Casual Employee" shall mean an Employee who is not scheduled and works on a call in basis or to fill a position made available as a result of sickness, injury, vacation or a named holiday, the duration of which is three (3) months or less.

2.10 "Employee Status" shall mean the Full-Time, Part-Time, Temporary or Casual capacity that an Employee is employed in.

2.11 "Employer" shall mean and include such officers as may from time to time be appointed, or designated, to carry out administrative duties in respect of the operations and management of the business.

2.12 "Licensed Practical Nurse" means a person who is issued a certificate of registration as a Licensed Practical Nurse pursuant to the *Health Disciplines Act R.S.A. 1980, c.H-3.5* as amended.

2.13 "Local" shall mean those Locals of The Alberta Union of Provincial Employees listed in Appendix B.

2.14 "Registration" shall take meaning from the *Health Disciplines Act R.S.A. 1980, c. H-3.5* as amended. Registration is not membership in the Union.

2.15 "Shift" shall mean a daily tour of duty of not less than three (3) consecutive hours, excluding overtime hours.

2.16 "Union" shall mean the Alberta Union of Provincial Employees (AUPE). In the event of a change of name of the aforementioned Union, the subsequent name shall be recognized.

2.17 "Union Representative" means a representative from the Union authorized by the Union to act on behalf of an Employee.

### ARTICLE 3

#### UNION RECOGNITION

3.01 The Employer recognizes the Union as the sole bargaining agent for the Employees covered by this Collective Agreement.

3.02 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.

- 3.03 Except as expressly permitted by the Collective Agreement, there shall be no Union activities on Employer time or on Employer property without the prior permission of the Employer.
- 3.04 New Employees shall be given a Union orientation of not more than forty-five (45) minutes 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 orientation during the forty-five (45) minutes.
- 3.05 (a) The Employer shall provide a bulletin board in a reasonably accessible location, in all community health offices of the Employer. The Local will be permitted to post notices of meetings and other items on such boards. The Employer reserves the right to require that posted material objectionable to the Employer be removed from bulletin boards.
- (b) Where available, the Employer shall permit the Union to access and utilize the internal electronic mail system for communicating notices of meetings and other such notices which may be of reasonable interest to Employees. The Union shall provide copies of notices to the Employer, as the Employer reserves the right to require notices objectionable to the Employer be removed from the internal electronic mail system.
- 3.06 The Employer and the Union will each pay one-half (1/2) of the cost of printing enough copies of this Agreement to provide each Employee with one (1) copy. A copy of the Collective Agreement shall be provided to each Employee on commencement of employment by the Employer or by the Union at the Employee's orientation.
- 3.07 Employees shall be permitted to wear a pin representative of their Union during all hours of employment.
- 3.08 Persons whose jobs are not in the bargaining unit shall not work on a job which is included in the bargaining unit, except for the purposes of instruction, in an emergency, or when Regular Employees are not available, and provided that the act of performing the aforementioned work does not reduce the hours of work or pay of any Regular Employee. For the purpose of this Clause, "persons" shall mean all other Employees of the Employer who are not included in the bargaining unit.

#### ARTICLE 4

#### APPLICATION

- 4.01 The Collective Agreement shall apply to all Employees of the bargaining units listed in Appendix B and shall not be changed after the effective date hereof except by mutual agreement of the Parties.

- 4.02 Employees shall be compensated in accordance with the schedule of basic rates of pay as set out in the Salary Schedule, be bound by other provisions of employment, and qualify for such benefits in accordance with the provisions set out in this Collective Agreement.
- 4.03 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.
- 4.04 Where a difference arises out of a provision contained in this Collective Agreement and the subject matter is covered by the Employer's policies, regulations, guidelines or directives, the Collective Agreement shall supersede the policies, regulations, guidelines or directives.
- 4.05 Throughout this Collective Agreement, a word used in the feminine gender applies also in the masculine gender and vice versa, and a word used in the singular applies also to the plural, unless the context otherwise requires.

## ARTICLE 5

### DUES DEDUCTION

- 5.01 Membership in the Union is voluntary, however, the Employer shall deduct from the gross earnings (exclusive of disability benefits) of each Employee covered by this Collective Agreement, monthly amounts equal to the monthly membership dues as advised by the Union. Such deductions shall be forwarded to the Union or its authorized representative, not later than the fifteenth (15<sup>th</sup>) day of the month following and shall be accompanied by a list of those Employees from whom deductions have been made and the amounts of Union dues deducted and gross earnings of each Employee. Such lists shall indicate newly hired and terminated Employees.
- 5.02 For the purposes of this Article, "gross earnings" shall mean all monies earned by the Employee under the terms of this Collective Agreement.
- 5.03 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 30 days prior to the change.
- 5.04 The Employer shall provide to the Union on at least a quarterly basis, a listing(s) of Employees specifying the Employee's name, home address, home phone numbers, seniority date, classification, Employee status and hourly rate.

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

5.06 The Union agrees to indemnify and save the Employer harmless against any claim or liability arising out of the administration of this Article.

## ARTICLE 6

### MANAGEMENT RIGHTS

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

6.02 Without limiting the generality of the foregoing, the Union acknowledges that it shall be the exclusive right of the Employer to operate and manage its business, including the right to:

- (a) maintain order, discipline and efficiency;
- (b) make, alter, and enforce, from time to time, rules and regulations to be observed by an Employee which are not in conflict with any provision of this Collective Agreement;
- (c) direct the working force and to create new classifications and work units and to determine the number of Employees, if any, needed from time to time in any work unit or classification and to determine whether or not a position, work unit or classification will be continued or declared redundant;
- (d) hire, promote, transfer, lay-off and recall;
- (e) demote, discipline, suspend or discharge for just cause.

6.03 The Employer will provide a copy of all Human Resource policies to the Union.

6.04 The Employer shall exercise its rights in a manner which is consistent with the terms of this Collective Agreement.

## ARTICLE 7

### NO DISCRIMINATION

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

7.02 Article 7.01 shall not apply with respect to a refusal, limitation, specification or preference based on a bona fide occupational requirement.

## ARTICLE 8

### STAFF DEVELOPMENT AND MEETINGS

8.01 The Parties to this Collective Agreement recognize the value of continuing staff development for Employees and that the responsibility for such continuing staff development lies not only with the individual but also with the Employer. For the purposes of this Article, the term “staff development” includes orientation, acquisition and maintenance of essential skills and other programs, which may be approved by the Employer.

- 8.02 (a) An Employee who is required to attend staff development activities on a regularly scheduled day of rest shall be:
- (i) paid at the applicable rate of pay for the hours spent travelling to and from and attending such training course, seminar or staff meeting; or
  - (ii) granted equivalent time off in lieu at some other mutually agreeable time, or if impractical, the Employee shall be paid in accordance with 8.02(a)(i).
- (b) An Employee who is required to attend staff development activities on a regularly scheduled day of work, shall be paid for all hours, inclusive of travel time at the applicable rate of pay.
- (c) An Employee who is required by the Employer to attend staff development training activities, courses, seminars, or staff meetings, shall be entitled to the provisions of Article 24, Transportation and Subsistence, if applicable, and shall be reimbursed for any required course materials and registration fees.

8.03 Opportunities for Staff Development, Training and Educational opportunities shall first be offered to Regular Employees.

## ARTICLE 9

### PROBATIONARY PERIOD

9.01 (a) A newly hired Employee shall serve a probationary period of four hundred fifty-five (455) hours worked or six (6) months, whichever is less.

- (b) The probationary period may be extended in writing with reasons for a maximum period of four hundred fifty-five (455) hours worked, or four (4) months, whichever is less, subject to mutual agreement by the Employer and the Union and the Employee
- (c) If a new Employee is unsuitable in the opinion of the Employer, such Employee may be terminated at any time during the probationary period without:
  - (i) notice; or
  - (ii) pay (except as may be required by the provisions of the Employment Standards Code), and shall not have recourse to the grievance and arbitration procedure with respect to such termination.

9.02 If a Probationary Employee is transferred to another classification she will be required to complete a new probation period commencing on the date of transfer.

9.03 The Employer shall provide a performance appraisal, in writing, of each probationary Employee at least once during her probationary period or as performance concerns arise.

## ARTICLE 10

### SENIORITY

- 10.01 (a) "Seniority" shall mean the length of continuous service within the bargaining unit with the Employer from the last date of hire, subject to the provisions of 10.04.
- (b) Seniority shall not apply during the probationary period; however, once the probationary period has been completed seniority shall be credited from the seniority date established pursuant to 10.01(a).
- (c) One seniority list shall be maintained incorporating the seniority dates of Regular Full-Time, Regular Part-Time and Temporary Employees. Casual Employee's dates of hire shall be included in this list for information purposes only.
- (d) Seniority shall continue to accrue during all approved leaves of absence and during layoff.

10.02 Seniority shall be the determining factor for:

- (a) promotions and transfers and in filling vacancies within the Bargaining Unit subject to the provisions specified in Article 12;

- (b) preference for vacation time, subject to Employer approval;
- (c) distribution of additional work subject to Article 14.15.

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

- (a) if an Employee is discharged for just cause;
- (b) if an Employee resigns voluntarily;
- (c) upon the expiry of twenty-four (24) months following the date of layoff;
- (d) if an Employee does not return to work on recall, as provided in Article 33, Layoff and Recall.

10.04 For Casual Employees whose status changes to Regular or Temporary, their "seniority date" shall be established by dividing their hours worked with the Employer from the date the Employee commenced by one thousand eight hundred and twenty seven (1,827) hours and converting the result to a seniority date, provided not more than six (6) months have elapsed since she last worked for the Employer as follows:

$$\frac{\text{Total Hours Worked From Date of Hire}}{1827 \text{ Hours}} = \text{Seniority Date}$$

10.05 Within three (3) months of the effective date of this Collective Agreement, the Employer will post on the Bulletin Board provided pursuant to the provisions of Article 3.05(a), a seniority list containing the name and seniority date of all Employees in chronological order. The seniority list will be updated by the Employer not less than every six (6) months thereafter. Copies of said lists will be provided to the Chairperson of the Chapter following posting. The Union shall have two (2) months in which to take issue with the seniority list, otherwise the seniority list will be deemed to be correct.

10.06 Should a difference arise regarding an Employee's seniority, the Parties shall exchange the information necessary to establish accuracy.

## ARTICLE 11

### PERFORMANCE APPRAISALS AND PERSONNEL FILE

11.01 The parties recognize the desirability of a performance appraisal system designed to effectively use and develop the human resources of the Employer. The purpose of the performance appraisal is to provide a constructive review of the Employee's performance.

- 11.02 (a) Employees shall receive a written performance appraisal regularly in accordance with the policy of the Employer.
- (b) Meetings for the purpose of the performance appraisal interview shall be scheduled by the Employer with reasonable advance notice. At the interview, the Employee shall be given a copy of her performance appraisal document. The Employee shall sign her performance appraisal for the sole purpose of indicating that she is aware of the performance appraisal, and shall have the right to respond in writing within ten (10) days of the interview and that reply shall be placed in her personnel file.
- 11.03 (a) By appointment made at least one (1) working day in advance, an Employee may view her personnel file once each year or when the Employee has filed a grievance. An Employee may be accompanied by a Union Representative when viewing her personnel file.
- (b) An Employee shall be given a copy of the contents of her personnel file upon request, not more frequently than once in a calendar year, or when the Employee has filed a grievance, provided that she first pays to the Employer a reasonable fee, established by the Employer to cover the cost of copying. Such fees shall be waived where the Employee requests a copy of material related to an individual grievance filed on behalf of the Employee.
- 11.04 An Employee's performance appraisal shall not be released by the Employer to any person except to a Board of Arbitration, or as required by law, without the written consent of the Employee.

## ARTICLE 12

### JOB POSTINGS, TRANSFERS AND PROMOTIONS

- 12.01 The Employer shall post throughout the Health Region, notices of vacancies of Regular and Temporary positions covered by this Collective Agreement not less than ten (10) calendar days in advance of making an appointment. The posting shall contain the following information:
- (a) classifications;
  - (b) qualifications and responsibilities required;
  - (c) employment status;
  - (d) regular hours of work (if applicable) or FTE (if applicable);
  - (e) basic rate of pay;
  - (f) base office; and



(g) if a Temporary position, the duration of the position.

12.02 In making appointments as a result of a posting, preferential consideration over outside applicants shall be given to Employees who possess the required qualifications needed to fill the position. In considering applicants, the Employer will use the following order of consideration:

- (a) Employees covered by this Collective Agreement;
- (b) Other Employees of the Health Authority;
- (c) External Applicants.

An applicant chosen under this paragraph will transfer her service and her seniority (as a Regular or Temporary Employee of the Employer), and will have all rights set out in this Collective Agreement as if there was no break in continuous employment.

12.03 Subject to recall rights as provided in Article 33.03(b), when making promotions and transfers and filling vacancies for positions covered by this Collective Agreement, the determining factors shall be requisite job related skills, abilities, training and knowledge, program efficiency, experience, and where these factors are considered by the Employer to be equal and satisfactory, seniority shall be the deciding factor.

12.04 An Employee who applies for and is successful for a Temporary position shall maintain her status. A Casual Employee who applies for and is successful for a Temporary position shall receive all entitlements and benefits applicable to a Temporary Employee. At the completion of the Temporary term, the Employee shall return to her former position, and the Casual Employee shall resume the normal terms and conditions applicable to a Casual Employee.

12.05 Applications for vacancies, transfers or promotions, shall be made in writing to such officer as the Employer may designate.

12.06 When circumstances require the Employer to fill a vacancy pending completion of the transactions contemplated in this Article, the appointment shall be made on a Casual basis only.

12.07 During the term of a Temporary position, the incumbent Employee shall be eligible to apply on postings in accordance with the following:

- (a) Such Employees shall be eligible to apply on postings of vacancies for regular positions pursuant to Article 12. In the event that such Employee is successful on a posting pursuant to Article 12, the Employer shall not be required to post any resulting vacancy, if the time remaining for the Temporary position is less than three (3) months.

(b) Where a vacancy for a Temporary position exists, such Employee shall not be eligible to apply, unless the position posted commences after the expiry of the term for which she was hired.

12.08 Applicants for transfer and/or promotions, shall be informed in writing of their acceptance or rejection.

12.09 On commencement of employment, a new Employee shall be provided with a copy of her position description or list of duties.

12.10 A Regular Employee who is the successful applicant on a posting in a different classification or a new program, shall be considered on a trial period in the new position for three hundred and ten (310) hours worked or six (6) months, whichever is less, following the date of appointment. During the trial period the Regular Employee may choose to return or the Employer may direct the Regular Employee to return to the Regular Employee's former position and her basic rate of pay without loss of seniority.

12.11 The foregoing provisions shall be waived and inoperative when placement of an Employee in a job within the bargaining unit is effected to accommodate a request by the Workers' Compensation Board or the Underwriters of the Long Term Disability Income Insurance Plan to provide a period of Rehabilitative Work Experience for Employees of this Bargaining Unit.

12.12 A Regular Employee who at the request of the Employer, changes her place of residence within the boundaries of the Employer, may be granted up to three (3) days of leave with pay for the purpose of moving her personal effects. The cost of such move to be borne by the Employer.

### ARTICLE 13

#### JOB CLASSIFICATION

##### New Classifications

13.01 Should the Employer find it necessary to create a new classification during the life of this Collective Agreement, the new classification will be included within the scope of this Collective Agreement provided that:

(a) The Parties to this Collective Agreement mutually agree that the classification is within the scope of this Collective Agreement, or, failing that;

(b) The Labour Relations Board rules that the new classification is within the scope of this Collective Agreement.

- 13.02
- (a) When a new classification is created under Article 13.01 above, for which there is no pay scale in this Collective Agreement, the Employer may establish an interim pay rate and agrees to give written notice to the Union of the new classification and the proposed basic rate of pay for such classification within twenty (20) calendar days.
  - (b) The Union may contest the proposed basic rate of pay by sending written notice to the Employer not later than twenty (20) calendar days from the date of the Employer's notice.
  - (c) Should the parties not be able to agree to the basic rate of pay, the Union may within sixty (60) calendar days of the date the new classification was created or included in the bargaining unit, refer the salary scale to Arbitration. Should the Union not refer the matter to Arbitration within the stated time limit, the final position of the Employer, as stated in negotiations, shall be implemented.
  - (d) Should the parties through discussion and negotiation not be able to agree to a position title, it is understood that the Employer's decision in respect to the position title shall not be subject to the Grievance and Arbitration procedure in this Collective Agreement or in the Code.
  - (e) If the interim rate of pay is amended as a result of negotiations or arbitration, the amended basic rate of pay shall be effective from the date the Union received notice from the Employer of the new classification.

### Classification Review

- 13.03
- (a) An Employee who has reason to believe that she is improperly classified due to a substantial change in job duties, may apply to the Human Resources Department to have her classification reviewed. The Human Resources Department will give consideration to such application and notify the Employee accordingly.
  - (b) Should the Employee feel that she has not received proper consideration in regard to a classification review, she may request that the matter be further reviewed by discussion between the Union and the Employer.
  - (c) The Employer shall notify the Union of the decision within sixty (60) calendar days of the matter being brought by the Union to the Employer.

- (d) It is understood by the Parties that the classification review is not subject to the Grievance Procedure but rather the provisions set forth in Article 13.06, Classification Appeal Process.

### Classification Adjustment

- 13.04 When an Employee is transferred to a classification with a higher rate of pay, she shall be advanced to the start rate of such higher classification, except where the start rate is lower than the Employee's existing basic rate of pay. In the latter case, she shall be advanced to the next higher increment for the higher classification.
- 13.05 An Employee whose position is reclassified to one with a lower basic rate of pay, through no cause of her own, shall not have her basic rate of pay altered from the basic rate of pay she was earning on the date her position was reclassified until such time as the basic rate of pay in the lower employment classification is equal to or greater than her previous basic rate of pay, at which time she will then receive the basic rate of pay for the classification to which the position is allocated.

### Classification Appeal Process

- 13.06 If the Employer changes the classification allocation of the work being performed by a Regular Employee, and the Employee disagrees with the new classification allocation, or if the Employee disagrees with the outcome of the classification review, the Employee may appeal the Employer's decision.
  - (a) Step I

The request to appeal a classification decision shall be in writing, and signed by the Employee. The request to appeal shall list the reasons for disagreeing with the classification allocation decision. The appeal shall be requested by the Employee, to the Employee's immediate supervisor, within ten (10) calendar days of the time that the Employee could reasonably have become aware of the Employer's classification allocation decision. The decision of the Employer from the Human Resources Department regarding the classification appeal shall be made known to the Employee within ten (10) calendar days of receipt of the written appeal.
  - (b) Step II

Within ten (10) calendar days of receipt of the decision of the Human Resources Department, the Employee may submit to the Human Resources Department a written request to have the classification allocation decision reviewed by a Classification Appeal Committee.

The Classification Appeal Committee shall consist of the Regional Chief Executive Officer or a designate, a representative from the Human Resources Department and a member of the Union. Upon receipt of the appeal, a meeting if requested by either party, shall be arranged by the Employer within ten (10) calendar days. The Employee and a Union Representative shall be permitted to present information relevant to the classification allocation of the position, to the Classification Appeal Committee.

The Classification Appeal Committee shall render a classification allocation decision, in writing, to be forwarded to the Union and the applicant within ten (10) calendar days of the date of the meeting. The decision of the Appeal Committee shall be final and binding on the Parties.

The effective date of a reclassification to a higher rate of pay shall be the date the application to the Human Resources Department was first submitted.

#### ARTICLE 14

#### HOURS OF WORK

##### 14.01 Full-Time Employees

The regular hours of work for Full-Time and Temporary Full-Time Employees:

- (a) shall be seven (7) consecutive hours per day;
- (b) shall be seventy (70) hours averaged over a fourteen (14) calendar day period; and
- (c) there shall be two (2) consecutive days of rest; however, this provision may be altered by mutual agreement between the Employer and the Union.

<b>Local Conditions for Aspen, Lakeland, Westview, Headwaters and East Central for 14.01</b>
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##### 14.02 Part-Time Employees

- (a) The regular hours of work for Part-Time Employees:
  - (i) shall be up to seven (7) consecutive hours in any day;
  - (ii) shall be up to seventy (70) hours averaged over a fourteen (14) calendar day period.

- (iii) there shall be two (2) consecutive days of rest; however, this provision may be altered by mutual agreement between the Employer and the Union.
- (b) A Part-Time Employee may work additional hours and shall advise her immediate supervisor, in writing, as to the extent of her availability.
- (c) Where a Part-Time Employee volunteers or agrees to work additional hours, she shall be paid her basic rate of pay for such hours, or if applicable, at the overtime rate in Article 15, Overtime.

<b>Local Conditions for Aspen, Lakeland, Westview, Headwaters and East Central for 14.02 (a)</b>
--

General Provisions

- 14.03 Regular hours of work shall be deemed to exclude an unpaid meal period of not more than sixty (60) minutes provided the period worked exceeds four (4) hours.
- 14.04 All Employees covered by this Collective Agreement shall receive one (1) fifteen (15) minute paid rest period in each three point five (3.5) hours of work; one (1) period to be granted before the meal break and one (1) to be granted after.
- 14.05 An Employee will not be scheduled to work more than six (6) consecutive days except by mutual agreement between the Employer and the Employee.
- 14.06 An Employee will be paid for regularly scheduled hours of work at her basic rate of pay when a work period is canceled by the Employer or client with less than twenty-four (24) hours notice provided that no alternative assignment is available.
- 14.07 An Employee who reports to work as assigned, and is advised to report to work at a later time, will be compensated for the inconvenience by payment of three (3) hours at her basic rate of pay.
- 14.08
  - (a) Days off to be scheduled in such a way as to equally distribute weekends off over a shift cycle among the Regular Full-Time and Regular Part-Time Employees who perform the work involved.
  - (b) The exception to 14.08(a) is an Employee who is hired into or by choice is in a position that is assigned to work weekends on a regular basis.

14.09 Notwithstanding Article 2.15, an Employee may work a split shift where agreed, in writing, between the Employer and Employee. No portion of a split shift shall be less than two (2) hours.

14.10 It is recognized that community health services may be required twenty-four (24) hours per day, seven (7) days per week and three hundred sixty-five (365) days per year.

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

14.12 Travel Time

Time spent traveling on Employer authorized business shall be considered hours worked and be paid at the applicable rate. For the first (1<sup>st</sup>) Employer authorized business of the working day, such travel time will be calculated from whichever results in the most direct route to the destination; either the Employee's base office or the Employee's residence.

14.13 Employee Shift Exchange

- (a) Employees may exchange shifts among themselves, provided that:
  - (i) No increased cost is incurred by the Employer as a result of the exchange;
  - (ii) the exchange is agreed to, in writing, between the affected Employees; and
  - (iii) the request for shift exchange shall be made, in writing, to the Employee's immediate supervisor and then approved by the supervisor in writing.
- (b) Such exchange shall be recorded on the shift schedule.
- (c) Such exchange shall not be deemed a violation of scheduling provisions of this Article.

14.14 There will be an optional scheduling system available to Home Support Aides. An extended work day may be implemented with mutual agreement in writing between the Employer and the Employee.

The regular hours of the extended scheduling system shall not exceed:

- (a) ten (10) consecutive hours per day at the basic rate of pay;

- (b) seventy (70) hours averaged over a fourteen (14) calendar day period;
- (c) four consecutive days followed by two consecutive days off unless altered by mutual agreement.

<b>Local Condition for Headwaters for 14.14</b>
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Distribution of Additional Hours

- 14.15
- (a) Every reasonable effort will be made to schedule Regular Employees to their regular Full-Time equivalencies.
  - (b) Every reasonable effort will be made to distribute additional work within the assigned base office area on seniority basis.
  - (c) Notwithstanding Article 14.15(b), where there are unusual circumstances that require unique skills, consideration for patient care requirements, consideration for program efficiency and effectiveness, or where Employees are not available, the Employer may utilize the most appropriate Employee.
  - (d) Additional hours includes work of a Temporary or project nature.

ARTICLE 15

OVERTIME

- 15.01
- (a) Overtime is all time authorized by the Employer and worked by an Employee in excess of seven (7) hours per day, and/or more than seventy (70) hours averaged over a fourteen (14) calendar day period.
  - (b) The Employer shall designate an individual who may authorize overtime. The Employer shall not unreasonably deny authorization after the fact for overtime worked where such overtime arises as a result of unforeseeable circumstances in which it is impossible to obtain prior authorization.
  - (c) If mutually agreed between the Employee and the Employer, equivalent time off in lieu of pay may be granted. Time off not taken by the last day of March in any given year shall be paid out.

15.02 The overtime rate of one and one-half times (1 1/2X) the applicable basic rate of pay shall be paid for the first two (2) hours of overtime immediately following or preceding an Employee's scheduled shift, and the overtime rate of two times (2X) the applicable basic rate of pay shall be paid for all such overtime worked thereafter.



- 15.03 Where an Employee works overtime on a Named Holiday in accordance with Article 25, Named Holiday pay as outlined in Article 25.05 shall not apply for overtime hours worked. Pay for overtime hours worked on a Named Holiday shall be as follows:
- (a) Two times (2X) the applicable Basic Rate of Pay for the first two (2) hours of overtime worked on that Named Holiday.
  - (b) Overtime in excess of two (2) hours worked on that Named Holiday shall be paid at a rate of two and one half times (2 1/2X) the applicable Basic Rate of Pay.
- 15.04 An Employee's scheduled reporting time will not be adjusted in order to avoid the payment of overtime.
- 15.05 Rest periods and meal breaks during the overtime period shall be scheduled in accordance with Article 14, Hours of Work.

**Local Conditions for Lakeland, Westview, Headwaters and East Central for 15.01(a) and for Westview for 15.02 and 15.03**

## ARTICLE 16

### SALARIES

- 16.01 The basic rates of pay as set out in the Salaries Schedules shall be applicable to all Employees covered by this Collective Agreement, except where local conditions prevail.
- 16.02 Subject to any of the other terms of this Collective Agreement, an Employee's basic rate of pay will be advanced to the next higher basic rate of pay following:
- (a) in the case of a Full-Time Employee, one (1) year of service; or
  - (b) in the case of a Part-Time Employee, she shall be entitled to an increment upon completion of one thousand eight hundred and twenty-seven (1,827) hours worked.

**Local Conditions for Lakeland and Headwaters for Article 16.02(b)**

ARTICLE 17

RECOGNITION OF PREVIOUS EXPERIENCE

- 17.01 Salary recognition shall be granted for previous experience satisfactory to the Employer, when an Employee has job specific experience, and will be recognized:
- (a) provided not more than three (3) years have elapsed since the experience was obtained;
  - (b) up to the top increment of the classification in the salary schedule;
  - (c) previous job specific experience must accumulate to one thousand eight hundred and twenty-seven (1,827) hours before an increment is granted. In calculating recognition under Article 17.01(b) above, a partial year shall be credited towards the next increment in the salary schedule.

**Local Condition for Lakeland for Article 17.01(c)**

ARTICLE 18

CONTRACTING OUT

- 18.01 Where the Employer finds it becomes necessary to transfer, assign, sub-contract or contract out any work or functions performed by Regular Employees covered by this Collective Agreement, the Employer shall notify the Union one hundred twenty (120) days in advance of such change, and will meet and discuss reasonable measures to protect the interests of affected Employees.

ARTICLE 19

SHIFT DIFFERENTIAL

- 19.01 A shift differential of one dollar and fifty cents (\$1.50) per hour will be paid to an Employee for all time worked between sixteen thirty (1630) hours and zero eight thirty (0830) hours provided that greater than one (1) hour is worked between sixteen hundred thirty (1630) hours and zero eight thirty (0830) hours. Such premium payment shall not be considered as part of the Employee's basic rate of pay.

**Local Condition for Westview for Article 19.01**

ARTICLE 20

WEEKEND PREMIUM

- 20.01 A weekend premium of one dollar and ten cents (\$1.10) per hour shall be paid, to an Employee for all time worked between sixteen hundred thirty (1630) hours Friday to zero eight thirty (0830) hours on Monday provided that greater than one (1) hour is worked between sixteen hundred thirty (1630) hours Friday and zero eight thirty (0830) hours on Monday. Such premium payment shall not be considered as part of the Employee's basic rate of pay.

**Local Condition for Westview for Article 20.01**

ARTICLE 21

ACTING INCUMBENCY

- 21.01 An Employee who is assigned to replace another Employee in a higher paid classification in the bargaining unit shall be paid the rate of pay for the higher classification in which the Employee is relieving.
- 21.02 When an Employee is required to temporarily perform the duties of a lower paid classification, her basic rate of pay will not be changed.
- 21.03 On each occasion that an Employee is designated in writing by the Employer to replace and/or assume additional responsibilities during the absence of an out-of-scope Employee, such Employee shall be paid an additional one dollar and fifty cents (\$1.50) per hour.

ARTICLE 22

ON-CALL DUTY/CALL-BACK

- 22.01 On-call duty shall mean any period during which an Employee is not working but during which the Employee is required by the Employer to be readily available to respond without undue delay to any request to report for work.
- 22.02 For each assigned hour of authorized on-call duty, a Regular Employee shall be paid:
- (a) on regularly scheduled days of work, the sum of one dollar and twenty-five cents (\$1.25) per hour; and

- (b) on scheduled days off and Named Holidays, the sum of one dollar and seventy-five cents (\$1.75) per hour. A Named Holiday or scheduled day off shall run from zero zero zero one (0001) hours on the Named Holiday or scheduled day off to twenty-four hundred (2400) hours of the same day.

**Local Condition for Westview for Article 22.02**

22.03 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.

22.04 An Employee will be supplied a communication device by the Employer for the purposes of on-call duty. Such device to be provided at no cost to the Employee.

22.05 Call Back

(a) An Employee who is called back to work during the on-call period shall be paid, in addition to the payment received for being on-call in accordance with Article 22.02, the hours worked during the on-call period in accordance with the call-back provisions of this Article.

(b) An Employee who is called back and required to return to work outside of the Employee's regular hours shall be paid for any one (1) call at either:

(i) the overtime rate as specified in Article 15; or

(ii) three (3) hours at the basic rate of pay; whichever is greater.

**Local Condition for Aspen for Article 22.05(b)(ii)**

22.06 Telephone Consultation

When an Employee, who has been assigned to on-call duty, is consulted by telephone and is authorized to handle client related matters without returning to the work place the Employee shall be paid at the applicable rate for the total accumulated time spent on Telephone Consultation(s) and corresponding documentation during the on-call period. If the total accumulated time is less than thirty (30) minutes, the Employee shall be compensated at the applicable rate of pay for thirty (30) minutes.

22.07 Telephone Calls

- (a) Client related calls received by an Employee while off duty shall be referred to the individual designated to be on-call and shall not be considered call back or a call to duty.
- (b) The Employer will not unreasonably deny a request by an Employee to be compensated in accordance with Article 22.06 for a work related telephone call received while off duty where the Employee can demonstrate to the satisfaction of the Employer that:
  - (i) no other person was designated on-call and/or available and able to respond on a timely basis;
  - (ii) the nature of the call required the Employee's immediate attention.

This provision shall not apply where an Employee is in receipt of an allowance under a local condition for assuming responsibility for responding to work related telephone calls during off duty hours.

ARTICLE 23

RESPONSIBILITY ALLOWANCE

- 23.01 (a) (i) 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 the Employee's workload and regularly includes the supervision of and/or coordination of other Employees, shall be paid one dollar (\$1.00) per hour in addition to Employee's basic rate of pay.
- (ii) An Employee who is assigned additional responsibilities which contribute to the administration of program(s) and which comprise less than twenty-five percent (25%) of the Employee's workload and includes the supervision of and/or coordination of other Employees, shall be paid one dollar (\$1.00) per hour in addition to Employee's basic rate of pay for each hour that the additional responsibilities are assumed.
- (b) The Employer reserves the exclusive right to determine the need for and to assign these responsibilities.
- (c) This allowance does not apply in circumstances where:



<u>Breakfast</u>	<u>Lunch</u>	<u>Dinner</u>
\$6.60	\$ 8.40	\$15.25

\* The above amounts include the gratuity

Reimbursement for meals may be claimed as follows:

Breakfast: if the time of departure is earlier or the time of return is later than 7:30 a.m.; or

Lunch: 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.

(ii) If an Employee works more than two (2) hours overtime immediately following her normal working period and provided that such overtime occurs over the meal times specified above, the Employee shall be reimbursed for meals as specified above.

(iii) If there are unusual circumstances not covered by the above, then an Employee can request a reimbursement for meal expenses which may be authorized by the Supervisor.

(b) Per Diem Allowance

The per diem allowance for personal expenses for travel on Employer business shall be five dollars and twenty-five cents (\$5.25) for every full twenty-four (24) hour period on travel status.

(c) Accommodation

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

(i) full reimbursement for approved hotel or motel accommodation upon the submission of a receipt.

(ii) where no accommodation receipt is produced, a flat rate of fourteen dollars and seventy cents (\$14.70) may be claimed in lieu of the allowance claimable under Subsection (i).

<b>Local Condition for Headwaters for Article 24.04(c)(ii)</b>
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(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.

24.05 In the event that the Government of Alberta increases Transportation and Subsistence rates, the Employee shall be reimbursed for expenses incurred to a maximum of the rates paid by the Government of Alberta.

ARTICLE 25

NAMED HOLIDAYS

25.01 Any reference to Named Holidays in this Agreement applies to the following days:

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

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

- (a) the Municipal Government in which the base office is located; or
- (b) the Province of Alberta; or
- (c) the Government of Canada.

**Local Conditions for Headwaters, East Central, Westview and Aspen for Article 25.01**

25.02 In addition to the foregoing Named Holidays, Full-Time Employees who are in the employ of the Employer on July 1, shall be granted two additional holidays as "floater" holidays. The floater holidays will be scheduled by mutual agreement between the Employer and the Employee. If the holidays are not taken by the last day of December in any given year, they shall be paid out.

**Local Conditions for Headwaters, East Central, Westview and Aspen for Article 25.02**



- 25.03 No payment shall be due for the Named Holiday, which occurs during:
- (a) a layoff; or
  - (b) all forms of leave during which an Employee is not paid; or
  - (c) an absence while in receipt of disability insurance or Workers' Compensation Benefits.
- 25.04 A Full-Time Employee shall be entitled to a day off with pay on, or for, a Named Holiday provided she:
- (a) works her scheduled shift immediately prior to and immediately following the Named Holiday except where the Employee is absent due to illness or other reasons acceptable to the Employer; and
  - (b) works on the Named Holiday when scheduled or required to do so.
- 25.05 A Full-Time Employee who works on a Named Holiday shall be paid for all regularly scheduled hours worked on the Named Holiday at one and one-half times (1 1/2X) the basic rate of pay plus:
- (a) by mutual agreement, a day added to the Employee's next annual vacation, or
  - (b) a mutually agreeable day off with pay in conjunction with the Employee's regular days off within thirty (30) days after the Named Holiday; or
  - (c) one (1) regular day's pay.
- 25.06 Subject to Article 25.04 when a Named Holiday falls during a Full-Time Employee's annual vacation the Employee shall receive:
- (a) by mutual agreement, a day off with pay added to the Employee's annual vacation; or
  - (b) a mutually agreeable day off with pay in conjunction with the Employee's regular days off within thirty (30) calendar days of the Employee's return from annual vacation; or
  - (c) one (1) day's regular pay in lieu of the Named Holiday.
- 25.07 When a Named Holiday falls on a Full-Time Employee's regularly scheduled day off, the Employee shall receive:
- (a) by mutual agreement a day off with pay added to the Employee's next annual vacation; or

- (b) a mutually agreeable day off with pay in conjunction with the Employee's regular days off within thirty (30) calendar days or after the Named Holiday; or
- (c) one (1) regular day's pay in lieu of the Named Holiday.

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

25.09 (a) A Full-Time Employee shall be so scheduled as to provide her with days off on at least four (4) of the actual Named Holidays. In addition, she shall be given either Christmas or New Year's Day off unless otherwise requested by the Employee.

(b) (i) A Full-Time Employee granted Christmas Day off in accordance with Article 25.09(a) shall be scheduled such that she shall have three (3) consecutive days where she will not be obliged to work (i.e., December 23<sup>rd</sup>, 24<sup>th</sup> and 25<sup>th</sup> or December 24<sup>th</sup>, 25<sup>th</sup> and 26<sup>th</sup>); and

(ii) A Full-Time Employee granted New Year's Day off in accordance with Article 25.09(a) shall be scheduled such that she shall have three (3) consecutive days where she shall not be obliged to work (i.e., December 30<sup>th</sup>, 31<sup>st</sup> and January 1<sup>st</sup> or December 31<sup>st</sup>, January 1<sup>st</sup> and 2<sup>nd</sup>).

25.10 Part-Time Employees

(a) A Part-Time Employee who works on a Named Holiday (not the designated day off in lieu as per Article 25.08) shall be paid the rate of one and one-half times (1 1/2 X) her basic rate of pay for all hours worked up to seven (7) hours.

(b) Part-Time Employees shall be paid, five percent (5%) of their earnings paid at the basic rate of pay, in lieu of Named Holidays.

**Local Conditions for Lakeland, Headwaters, Peace, Westview, Keeweenok Lakes, Crossroads and Aspen for Article 25.10(b)**

25.11 Temporary Part-Time and Casual Employees

(a) Temporary Part-Time or Casual Employees required to work on a Named Holiday (not the designated day off in lieu as per Article 25.08) shall be paid at one and one-half times (1 1/2X) their basic rate of pay for all hours worked on the Named Holiday.

- (b) Temporary Part-Time or Casual Employees shall be paid five percent (5%) of their earnings paid at the basic rate of pay, in lieu of Named Holidays.

**Local Conditions for Lakeland, Headwaters, Peace, Westview, Keeweenok Lakes, Crossroads and Aspen for Article 25.11(b)**

ARTICLE 26

VACATIONS

26.01 Definitions

For the purpose of this Article:

- (a) “vacation” means annual vacation with pay.
- (b) “hours worked” means only those hours of work paid at the basic rate of pay and on a Named Holiday to a maximum of seven (7) hours.
- (c) “continuous employment” means the period of employment commencing with the date on which an Employee’s uninterrupted service with the Employer commenced.

**Local Condition for Lakeland for Article 26.01(b)**

26.02 Time of Vacation

- (a)
  - (i) The Employer shall post the vacation schedule planner by January 15<sup>th</sup> of each year. Where an Employee submits her vacation preference by March 15 of that year, the Employer shall indicate approval or disapproval of that vacation request by April 15 of that year. Where the number of Employees indicating 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.
  - (ii) When an Employee submits a request in writing after April 15<sup>th</sup> for vacation, the Employer shall indicate approval or disapproval in writing of the vacation request within ten (10) working days of the request.
- (b) Requests to use vacation shall be subject to the approval of the Employer and shall not exceed the number of vacation days earned to the date of the request.

- (c) Notwithstanding Article 26.02(b), the Employer shall grant the annual vacation to which the Employee is entitled in one (1) unbroken period unless otherwise requested by the Employee. Upon the request of the Employee, earned vacation credits may be divided into more than one vacation period if approved by the Employer. Such request shall not be unreasonably denied.
- (d) No Regular Employee may continue to work and draw vacation pay in lieu of taking her vacation.
- (e) Employees shall be permitted to maintain a level of vacation equal to one (1) year's vacation entitlement plus an additional five (5) days (35 hours).

**26.03 Vacation Entitlement for Full-Time Employees**

During each year of continuous service with the Employer, a Regular Full-Time Employee shall earn entitlement to a vacation with pay. The rate of at which such entitlement is earned shall be determined by the length of such service as follows:

- (a) during the first (1<sup>st</sup>) year of such employment an Employee earns a vacation of fifteen (15) working days; or
- (b) during the second (2<sup>nd</sup>) to ninth (9<sup>th</sup>) years of such employment an Employee earns a vacation of twenty (20) working days; or
- (c) during the tenth (10<sup>th</sup>) to nineteenth (19<sup>th</sup>) years of such employment an Employee earns a vacation of twenty-five (25) working days; or
- (d) during the twentieth (20<sup>th</sup>) and subsequent years of such employment an Employee earns a vacation of thirty (30) working days.

<b>Local Conditions for East Central, Lakeland for Article 26.03</b>
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**26.04 Vacation Entitlement for Part-Time Employees**

During each year of continuous service with the Employer, a Regular Part-Time Employee shall earn vacation with pay calculated in hours in accordance with the following formula:

$$\begin{array}{l} \text{Hours worked as a} \\ \text{Regular Employee} \end{array} \times \begin{array}{l} \text{The applicable \%} \\ \text{outlined below} \end{array} = \begin{array}{l} \text{Number of hours of} \\ \text{paid vacation time to} \\ \text{be taken} \end{array}$$

- (a) six percent (6%) during the first (1<sup>st</sup>) year of such employment; or

- (b) eight percent (8%) during the second (2<sup>nd</sup>) to ninth (9<sup>th</sup>) employment years; or
- (c) ten percent (10%) during the tenth (10<sup>th</sup>) to nineteenth (19<sup>th</sup>) employment years; or
- (d) twelve percent (12%) during the twentieth (20<sup>th</sup>) and subsequent employment years.

**Local Conditions for East Central, Lakeland for Article 26.04**

**26.05 Sick While on Vacation**

Should a Regular Employee demonstrate to the satisfaction of the Employer that she was admitted to a hospital as an “in-patient” during the course of her vacation, she shall be considered to be on sick leave for the period of the stay in the hospital, subject to the provisions of Article 28, Sick Leave. Vacation time not taken as a result of such stay in hospital shall be taken at a mutually agreeable later date.

**Local Condition for Lakeland for Article 26.05**

**26.06 Cessation of Vacation Accrual**

There shall be no accrual of vacation entitlements during:

- (a) layoff; or
- (b) a leave of absence without pay which is in excess of thirty (30) calendar days; or
- (c) an absence while in receipt of disability insurance or Workers' Compensation benefits which is in excess of thirty (30) calendar days.

**26.07 Vacation Pay Upon Termination**

An Employee leaving the service of the Employer at any time before she has exhausted the vacation credits to which she is entitled, shall receive a proportionate payment of salary in lieu of such earned vacation.

**26.08 Temporary and Casual Employees**

- (a) Temporary and Casual Employees shall be paid in lieu of vacation and in addition to their earnings at the basic rate of pay:
  - (i) six percent (6%) of their earnings at the basic rate of pay during the first (1<sup>st</sup>) year of employment;

- (ii) eight percent (8%) of their earnings at the basic rate of pay during the second (2nd) and subsequent employment years if applicable.
- (b) Temporary or Casual Employees shall be allowed:
  - (i) twenty-one (21) calendar days off without pay for their vacation after one (1) year of employment;
  - (ii) twenty-eight (28) calendar days off without pay for their vacation after two (2) years of employment, if applicable.

## ARTICLE 27

### EMPLOYEE BENEFITS PLAN

27.01 The Employer shall facilitate the procurement of insurance protection by way of participation in group insurance plans, subject to the enrollment and other requirements of the Insurer. Provided that said enrollment and other requirements are met, the following group insurance plans shall be continued or implemented:

- (a) Alberta Health Care Insurance Plan;
- (b) Health Organization Benefits Plan, or equivalent, inclusive of:
  - (i) Group Life Insurance (Basic);
  - (ii) Accidental Death and Dismemberment (Basic);
  - (iii) Short Term Disability (income replacement for a period of up to one hundred and twenty (120) working days during a qualifying disability equal to sixty-six and two-thirds percent (66 2/3%) of basic weekly earnings to the established maximum following a fourteen (14) day elimination period where applicable. The Short-Term Disability shall become effective on the first (1st) working day following the expiry of sick leave credits in the case of absence due to injury or hospitalization. In the particular case of Employees who have insufficient sick leave credits to satisfy the fourteen (14) calendar day elimination period, the Short-Term Disability shall commence on the fifteenth (15th) day following the commencement of non-hospitalized sickness);
  - (iv) Long Term Disability (income replacement during a qualifying disability equal to sixty-six and two-thirds percent (66 2/3%) of basic monthly earnings to the established maximum following a one hundred and twenty (120) working day elimination period);

(v) Dental Plan 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 Dental Fee Guide. 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; and

(vi) Supplementary Benefits Plan.

(c) EI SUB Plan

At the Employer's option, a "EI SUB Plan" to supplement an eligible Employee's Employment Insurance to meet the Employer's obligation to provide disability payments during the valid health-related period for being absent from work due to pregnancy. The valid health-related period is one for which she has the medical substantiation required pursuant to Article 28.05.

27.02 Enrollment by:

- (a) Regular Full-Time Employees;
- (b) Regular Part-Time Employees, whose regular hours of work exceed fifteen (15) hours per week averaged over one (1) complete cycle of the shift schedule; and
- (c) Temporary Employees after six (6) months of continuous service and whose hours of work exceed fifteen (15) hours per week averaged over one (1) complete cycle of the shift schedule;

shall be facilitated in accordance with the enrollment and other requirements of the Insurer.

27.03 The premium costs shall be shared, seventy-five percent (75%) by the Employer and twenty-five percent (25%) by the Employee.

27.04 The Employer shall make available to eligible Employees brochures outlining the above plans.

27.05 The Provincial Health Authorities of Alberta, on behalf of the Employer, will provide one (1) copy of each of the plans to the Union. Where the Health Organizations Benefit Plan is not in force with any given Employer, the Employer will provide a copy of its plan to the Union.

27.06 The provisions of this Article do not apply to Casual Employees.

## ARTICLE 28

### SICK LEAVE

- 28.01 (a) Sick Leave is defined as a form of insurance against Employee illness, quarantine by a Medical Officer of Health, or because of an accident for which compensation is not payable under the Workers' Compensation Act.
- (b) The Employer recognizes that alcoholism, drug addiction and mental illness, are illnesses, which can respond to therapy and treatment as determined by a physician, and that absences from work due to such therapy shall be considered sick leave.
- 28.02 A Regular Employee shall be entitled to apply sick leave credits earned prior to the completion of her probationary period.
- 28.03 Sick leave credits shall not accrue during:
- (a) any period of sick leave in excess of thirty (30) calendar days; or
- (b) a layoff; or
- (c) a leave of absence without pay which is in excess of thirty (30) calendar days; or
- (d) an absence while in receipt of disability insurance or Workers' Compensation benefits which is in excess of thirty (30) calendar days.
- 28.04 A Regular 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.
- 28.05 Regular Employees may be required to submit satisfactory proof to the Employer of any illness, non-occupational accident or quarantine.
- 28.06 When a Regular Employee has accrued the maximum sick leave credits 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.
- 28.07 A Regular Employee who has exhausted her sick leave credits during the course of an illness and the illness continues, shall be deemed to be on leave of absence without pay for the duration of the illness or as provided in 28.08.



28.08 A Regular Employee on sick leave, leave of absence without pay in accordance with 28.07, WCB, STD or LTD, shall keep the Employer advised as to when she shall be expected back to work.

- (a) A Regular Employee who is capable of performing the duties of her former classification shall be reinstated by the Employer in the same classification and base office which she held immediately prior to her absence;
- (b) A Regular Employee who is not capable of performing the duties of her former classification, but who is capable of performing a job within the Bargaining Unit, shall have a reasonable effort made by the Employer to place her in an available position that she is capable of performing. In such a case the Union agrees to waive the posting provisions of the Collective Agreement.

28.09 Regular Employees reporting sick shall do so to the Employer as soon as possible in order that a replacement may be arranged for or duties re-distributed. Failing to do so, the Regular Employee shall be considered absent without leave and the Employer may make a deduction in pay for the time which expires between the time the Regular Employee should have reported for work and the time at which the Regular Employee reported.

28.10 If an Employee requires time off for the purpose of attending a dental, physiotherapy, optical or medical appointment, provided she has been given prior authorization by the Employer, such absence shall be charged against her accumulated sick leave. Employees may be required to submit satisfactory proof of such appointment.

28.11 Regular Employees

Full-Time Employees

- (a) Sick leave credits for a Full-Time Employee shall be earned and computed at the rate of one and one-half (1 1/2) working days for each full month of employment up to a maximum credit of one hundred and twenty (120) working days.

Part-Time Employees

- (b) (i) A Regular Part-Time Employee will receive a credit for sick leave computed from the date her continuous service commenced at the rate of one and one-half (1 1/2) working days for each full month of employment, prorated on the basis of the regularly scheduled hours worked by the Employee in relation to the regularly scheduled hours for a Full-Time Employee, up to a maximum of one hundred twenty (120) working days.

- (ii) When a Regular Part-Time Employee accepts an assignment for additional hours of work and then reports sick for such assignment, the Employee shall not be entitled to utilize sick leave credits for such assignment.

**Local Condition for East Central for Article 28.11**

**28.12 Temporary and Casual Employees**

- (a) The provisions of this Article do not apply to Temporary Employees who have been hired to work in a position less than six (6) months.
- (b) The provisions of this article do not apply to Casual Employees.

**ARTICLE 29**

**WORKERS' COMPENSATION**

- 29.01 (a) An Employee who is incapacitated and unable to work, as a result of an injury sustained while on duty in the service of the Employer within the meaning of the Workers' Compensation Act, shall receive compensation benefits directly from the Workers' Compensation Board.
- (b) Employees will be eligible to apply for sick leave benefits in accordance with Article 28 during the period of time they are waiting for receipt of their claim from WCB. Sick leave benefits will be payable provided:
  - (i) the Employee has sick leave credits available, and
  - (ii) the Employee meets the eligibility requirements for sick leave, and
  - (iii) the Employee assigns her WCB benefits to the Employer, only to the extent that is required for the Employer to recover the money that was paid out for sick leave, once the WCB claim is approved. The Employer shall then reinstate the Employee's sick leave credits to the appropriate level. After the money for sick leave benefits has been recovered from the assigned WCB benefits, the Employee shall receive her benefits directly from the Workers' Compensation Board.
- (c) Article 29.01 (a) and (b) above shall be applicable only to an Employee who is injured on or after the date of ratification of this Collective Agreement.

- 29.02 An Employee receiving compensation benefits under Article 29.01 shall be deemed on Workers' Compensation and shall:
- (a) remain in the continuous service of the Employer for the purpose of salary increments.
  - (b) cease to earn sick leave and vacation credits subject to Articles 26.03, 26.04 and 28.11.
  - (c) not be entitled to Named Holidays with pay falling within the period of Workers' Compensation.
  - (d) Employees shall pay their share of benefit premiums and pension contributions to the Employer on a monthly basis in order to continue their coverage.
- 29.03 An Employee on Workers' Compensation who is certified by the Workers' Compensation Board to be fit to return to work and who is:
- (a) capable of performing the duties of her former position, shall be reinstated in the same position held by her immediately prior to the disability with benefits that accrued to her prior to the disability;
  - (b) incapable of performing the duties of her former position, but is capable of performing the duties of her former classification, shall notify the Employer of her readiness to return to work. The Employer shall then reinstate her to a position for which she is capable of performing the work entailed, upon the occurrence of the first such available vacancy in the base office with benefits that accrued to her prior to the disability;
  - (c) incapable of performing the duties of her former classification, may make application for any benefits for which she is eligible under Sick Leave or Health Benefits, in accordance with Article 27 or Article 28.
- 29.04 The reinstatement of an Employee in accordance with this Article shall not be construed as being a violation of the posting and/or scheduling provisions of Article 12 or Article 14.
- 29.05 At the time it is determined that an absence due to injury which is compensable pursuant to the Workers' Compensation Act, is expected, or will continue for a period in excess of six (6) months from the date of onset of the condition, the Employer will provide the Employee with the appropriate form to submit a pending claim to the underwriter of the Long Term Disability Income Insurance.
- 29.06 Any and all obligations of the Employer shall be negated should the Employee fail to keep the Employer informed of the prognosis of her condition in a prompt and timely manner.

## ARTICLE 30

### LEAVES OF ABSENCE

#### 30.01 Applications

Applications for leave of absence shall be submitted in writing to the Employer for approval. A false statement in an application for leave of absence may result in dismissal of employment, which shall be reported to the Union. Leave of absence shall be without pay and may be granted in case of serious illness or accident to the Regular Employee's immediate family or for any other reason which the Employer and Regular Employee agree upon, including extended vacations, marriage, education and professional or educational meetings. Permission for leave of absence will not be unfairly withheld and where permission is denied reasons will be given.

30.02 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 has provided a valid reason in the opinion of the Employer.

#### 30.03 Benefits

- (a) Benefits do not accrue during any leave of absence without pay in excess of thirty (30) calendar days.
- (b) Notwithstanding paragraph (a) above, the Employee will continue to pay their cost-share of health benefit premiums during any leave of absence, which occurs for the period of time between the expiry of sick leave and the potential commencement of Short Term or Long Term Disability.

#### 30.04 Parental Leave

- (a) A Regular Employee who has completed twelve (12) months continuous employment shall, upon her written request at least two (2) weeks in advance, be granted parental leave to become effective twelve (12) weeks immediately preceding the expected date of delivery or such shorter period as may be requested by the Employee, provided that she commences parental leave not later than the date of delivery.

- (b) Parental leave shall be without pay and benefits except for that portion of maternity leave during which the Employee has a valid health-related reason for being absent from work and is also in receipt of sick leave, EI SUB Plan Benefits, STD or LTD. Parental Leave shall be without loss of seniority. The total period of parental leave shall not exceed twelve (12) months unless mutually agreed between the Employer and Employee.
- (c) A Regular Employee on parental leave shall provide the Employer with two (2) week's written notice of readiness to return to work at which time the Employer will reinstate the Regular Employee in the same base office and classification held by her immediately prior to taking parental leave and at her same basic rate of pay.

**30.05 Adoptive Parental Leave**

- (a) An Employee who has completed twelve (12) months continuous employment shall be granted leave of absence without pay and benefits for a period of up to twelve (12) months in duration for the purpose of adopting a child provided that:
  - (i) she makes written request for such leave at the time the application for adoption is approved and keeps the Employer advised of the status of such application; and
  - (ii) she provides the Employer with at least one (1) day's notice that such leave is to commence.
- (b) An Employee absent on Adoptive Parental Leave shall provide the Employer with two (2) week's written notice of readiness to return to work following which the Employer will reinstate her in the same base office and at her same basic rate of pay and classification held immediately prior to taking such leave.

**30.06 Court Appearance**

In the event an Employee is required to serve as a member of a jury or as a witness in any court in matters arising out of her employment, she shall be granted leave of absence at her regular rate of pay, provided that any reimbursement paid to the Employee for this appearance is paid to the Employer.

<b>Local Conditions for East Central, Crossroads, Headwaters, Westview, Peace and Keeweenaw Lakes for Article 30.06</b>
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30.07

Bereavement Leave

- (a) Bereavement leave with pay up to four (4) consecutive working days shall be granted in the event of the death of a member of the Employee's immediate family. Upon request, the Employee may be granted additional leave of absence without pay. Immediate family of the Employee is defined as:

Spouse	Parent (Including Step Parent)
Child (Including Step Children)	Brother (Including Step Brother)
Sister (Including Step Sister)	Fiance
Mother-In-Law	Father-In-Law
Son-In-Law	Daughter-In-Law
Brother-In-Law	Sister-In-Law
Legal guardian	Grandparent
Grandchild	

“Spouse” shall include common-law or same sex relationship and shall be deemed to mean a man or woman who resided with the Employee and who was held out publicly as his/her spouse for a period of at least one (1) year before the death.

- (b) Bereavement leave shall be extended by two (2) additional days if travel in excess of three hundred and twenty (320) kilometers one way from the Employee's residence is necessary for the purpose of attending the funeral.
- (c) In the event of a death of another relative or close friend, the Employer may grant up to one (1) working day off with pay to attend the funeral services.

30.08

Educational Leave

- (a) For the purpose of determining salary increments, an 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 eighteen (18) months of such period of leave.
- (b) During an Employee's educational leave, she may work as a Casual Employee with the Employer without adversely affecting her reinstatement to the position from which she is on leave.
- (c) Leave from duty for educational purposes 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.

30.09 Special Leave

Each calendar year, each Regular and Temporary Employee shall be entitled to four (4) special leave days without loss of pay, for purposes of illness in the immediate family or other pressing necessity requiring the Employee's personal attention.

30.10 Temporary and Casual Employees

- (a) The provisions of this Article do not apply to Temporary Employees, except that the provisions of Article 30.07 do apply to Temporary Employees hired in a position exceeding six months.
- (b) The provisions of this Article do not apply to Casual Employees.

ARTICLE 31

TIME OFF FOR UNION BUSINESS

31.01 Time off from work without loss of regular earnings will be provided on the following basis:

- (a) The grievor and/or one (1) Union Steward for time spent in discussing grievances with representatives of the Employer as outlined in the Union Steward provisions, and to attend any associated hearing or arbitration; and
- (b) Union Officers and designated representatives for time spent meeting with representatives of the Employer.

31.02 Time off without pay shall be granted to an Employee for any of the following reasons:

- (a) Members of the Union negotiating team not to exceed two (2) in number, for time spent meeting with representatives of the Employer during formal negotiation of a Collective Agreement and for preparatory meetings for negotiations provided such meetings are scheduled not earlier than six (6) months prior to the expiry date of the current Collective Agreement; and
- (b) Members selected as representatives of the Union to attend Union conventions or seminars; and
- (c) Members designated as delegates representing the Union at conventions of labour organizations with which the Union is affiliated; and

- (d) Members elected to the Provincial Executive of the Union to attend Provincial Executive meetings normally held once every two (2) months; and
- (e) Members appointed to Standing Committees of the Union; and
- (f) Members attending Union courses and/or Labour Schools; and
- (g) The grievor and Union Steward for time spent discussing a grievance complaint.

31.03 Employees shall provide a minimum of five (5) work days written notice when requesting time off under Article 31.02; however, consideration shall be given where the five (5) days notice is not provided.

31.04 Notwithstanding the provision of this Article, the Employer may refuse to grant time off where disruption of work or difficulty will arise, however, time off will not be unreasonably denied.

31.05 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 an amount determined by the Employer to cover the cost of benefits. A request for reimbursement under this clause shall be accompanied with an accounting of the charges.

## ARTICLE 32

### PENSION PLAN

32.01 Eligible Employees shall participate in the Local Authorities Pension Plan, in accordance with the terms and conditions of the Plan.

32.02 The Employer agrees that, in accordance with the Local Authorities Pension Plan regulations in effect as of the date of ratification of this Collective Agreement, where the Employee requests within five (5) years of her date of hire to have the waiting period as determined by the Employer at the time of hire recognized as pensionable service, the Employer shall facilitate such arrangements as may be necessary and shall pay the Employer's portion of the contributions for such waiting period. This provision shall change in accordance with the Local Authorities Pension Plan regulations

32.03 The Employer shall make available to all eligible Employees copies of Pension Plan booklets.

32.04 The Employer will consult the Union prior to any change in the Employer's administration of the pension plan.



32.05 Casual Employees

The provisions of this Article do not apply to Casual Employees.

ARTICLE 33

LAYOFF AND RECALL

33.01 Prior to the 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.

33.02 In case it becomes necessary to reduce the workforce, the Employer will notify Employees who are to be laid off at least 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 Collective Agreement. If the Employee to be laid off is not provided with an opportunity to work her scheduled hours during thirty (30) calendar days after notice of layoff, the Employee shall be paid in lieu of such work for that portion of the thirty (30) calendar days during which work was not made available. In any event, the Employee will be paid no less than that which is provided for in the *Employment Standards Code*.

- 33.03 (a) (i) In reducing the workforce, Employees will be laid off in reverse order of seniority within their classification at their base office.
- (ii) At the time of providing written notice of the layoff, the Employer shall advise an affected Employee of her right to displace the least senior Employee within her classification within the bargaining unit. The Employee shall, within ten (10) calendar days of receipt of written notice of the layoff, advise the Employer of her decision in writing to accept layoff or displace the least senior Employee within her classification.
- (iii) An Employee exercising her right to displace another Employee under 33.03(a)(ii) shall assume the cost of relocation if she decides to move her residence to the new location of employment.
- (iv) An Employee who elects to not exercise her rights under 33.03(a)(ii) shall be laid off.
- (v) An Employee who is displaced as a result of another Employee exercising her rights under 33.03(a)(ii) shall be laid off in accordance with 33.02.

- (b) In recalling Employees during layoff, Employees will be recalled to their classification in order of seniority.
- (c) An Employee shall have the right to refuse a recall to a position located in a different base office without adversely affecting her recall rights.

33.04 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.

33.05 Subject to the terms and conditions of policies and contracts entered into with the underwriters of the Plans:

- (a) the Employer shall make payment for its share of the full premium of the benefits referred to in Article 27, including Alberta Health Care on behalf of the laid off Employee, for a maximum of one (1) month's premium.
- (b) Employees laid off for more than one (1) month may, with the assistance of, or through the Employer, make prior arrangements for payment of the full premiums of the benefits referred to in Article 27, including Alberta Health Care.

33.06 Other than for the continuance of seniority, grievance and arbitration rights and rights and benefits arising under this Article, an Employee's rights while on layoff shall be limited to the right of recall.

33.07 An Employee shall be considered terminated when she does not return from layoff as required, or has been on layoff for a period of twenty-four (24) months without being recalled.

33.08 No new Employees will be hired while there are other Employees on layoff who are qualified to perform the work required and who are prepared to accept recall.

33.09 An Employee who is laid off from one base office, but is then recalled to work in another base office of the Employer, will assume the cost of relocation if she decides to move her residence to the new location of employment.

33.10 Casual and Temporary Employees working scheduled shifts, shall have such shifts cancelled prior to layoff of a Full-Time or Part-Time Employee(s) to provide laid off Employee(s) the option to maintain their pre layoff full time equivalent (F.T.E.).

- 33.11 In the event Employees will be displaced due to technological change, the Employer will notify the Union with as much advance notice as possible of such change and will meet and discuss reasonable measures to protect the interest of Employees so affected.
- 33.12 When an Employee has been given notice of layoff in accordance with the notice provisions of this Article, and the Employee is actively seeking replacement employment, the Employer will grant the Employee reasonable time off without loss of pay for the purpose of attending an employment interview on the following conditions:
- (a) The Employee notifies the Employer at least twenty-four (24) hours prior to the interview.
  - (b) The Employee will be allowed a maximum of fourteen (14) hours off for the purpose of attending job interviews during the layoff notice period.
  - (c) The Employee provides the Employer with written confirmation that the Employee attended the job interview.
- 33.13 A Regular Employee who chooses to displace an Employee in another base office pursuant to 33.03(a)(ii), and who chooses to relocate her residence so as to be closer to her new base office may be granted up to two (2) days of leave with pay for the purpose of moving her personal effects.
- 33.14 Temporary and Casual Employees
- The provisions of this Article do not apply to Temporary and Casual Employees.

#### ARTICLE 34

##### DISCIPLINE AND DISMISSAL

- 34.01 Except for the dismissal of an Employee serving a probation period, there shall be no discipline or dismissal except for just cause.
- 34.02 Disciplinary action by the Employer, including written reprimand, suspension or dismissal, will be taken within ten (10) days of the date the Employer first became aware of, or reasonably should have become aware of the occurrence of the act. Within five (5) days of the disciplinary action the Employer will provide a copy of the written disciplinary documentation to the Union. An Employer request to extend these timelines, in order to complete a proper investigation, shall not be unreasonably withheld by the Union.

- 34.03 An Employee who is to be interviewed with respect to disciplinary action shall be notified twenty-four (24) hours in advance, of the time and place of the interview and shall be entitled to have a Union Steward and/or Union Staff Representative present at the interview. The Employee shall be advised by the Employer of the right to Union representation when scheduling the meeting.
- 34.04 The Employee may sign any written notice of discipline, for the sole purpose of indicating that she is aware of the disciplinary notice.
- 34.05 A regular Employee absent for three (3) consecutive scheduled work days without good and proper reason and without making reasonable efforts to notify the Employer shall be considered to have vacated her position.
- 34.06 An Employee who has been subject to disciplinary action may, after eighteen (18) months of continuous service (exclusive of any periods of leave of absence in excess of thirty (30) days), from the date the disciplinary measure was invoked, request in writing that her personnel file be cleared of any record of the disciplinary action. Such request shall be granted provided the Employee's file does not contain any further record of disciplinary action during the eighteen (18) month period, of which the Employee is aware. The Employer shall confirm in writing to the Employee that such action has been effected.
- 34.07 Where disciplinary action is grieved and the grievance is allowed, relevant documentation shall be removed from the Employee's personnel file.
- 34.08 When an Employee is required to hold registration as a condition of employment and an Employee is reported to her licensing body by the Employer, the Employee shall be so advised, and unless otherwise requested, a written copy shall be forwarded to the Union forthwith.
- 34.09 A Casual Employee who has not provided a satisfactory reason for not being available for a period of six (6) months shall be considered to have terminated her position.

### ARTICLE 35

#### OCCUPATIONAL HEALTH AND SAFETY

- 35.01 The Employer and the Union agree to participate in a safety program and shall establish an Occupational Health and Safety Committee. No procedure, rule, regulation, standard or any other provisions contained in any document limits an individual's rights under the Occupational Health and Safety Act and regulations thereto.

- 35.02 The Parties to this Agreement will cooperate to the fullest extent in the matter of occupational health, safety and injury incident prevention and the Employer agrees to provide safety equipment when required and to install devices where necessary.
- 35.03 The Employees shall assist the Employer and the Union:
- (a) By identifying situations to the Employer and the Union which may be unhealthy or unsafe in respect of the work site and make appropriate recommendations.
  - (b) By notifying the Employer and the Union of an incident causing serious injury.
  - (c) In the development and promotion of measures to protect the health and safety of Employees and to check the effectiveness of such measures.
- 35.04 The Employer will cooperate with Employees by providing:
- (a) access to information pertaining to injury incidents or occupational diseases that occur at the work site.
  - (b) ongoing training and in-servicing with respect to occupational health and safety programs.
- 35.05 Employees performing duties as required, shall be informed by management/coworkers of any pertinent and relevant information regarding potential dangerous/health jeopardizing situations, to ensure the safety of the Employee and the client.
- 35.06 Where an Employee requires specific immunization and titre, as a result of or related to the Employee's work, it shall be provided at no cost.
- 35.07 Employees participating on the Occupational Health and Safety Committee shall be compensated at their basic rate of pay and shall be entitled to claim travel and subsistence expenses in accordance with Article 24, Transportation and Subsistence.

### ARTICLE 36

#### GRIEVANCE PROCEDURE

36.01 Grievance Definitions

A grievance shall be defined as any difference arising out of an interpretation, application, administration or alleged violation of this Collective Agreement. A grievance shall be categorized as follows:

- (a) an individual grievance is a dispute affecting one (1) Employee. Such grievance shall be initiated at Step 1 of the grievance procedure as outlined in Article 36.05 except in cases of suspension or dismissal which will commence at Step 2; or
- (b) a group grievance is a dispute affecting two (2) or more Employees. Such grievance shall be initiated at Step 2 and processed therefrom in the same manner as an individual grievance as outlined in Article 36.05. A group grievance shall list all Employees affected by the grievance and the results of such grievance shall apply, proportionately if applicable, to all Employees listed on the original grievance; or
- (c) a policy grievance is a dispute between the parties which, due to its nature, is not properly the subject of an individual or group grievance. Such grievance shall be initiated, in writing, within fifteen (15) days of the date the aggrieved party first became aware of or reasonably should have become aware of the event leading to the grievance. If the policy grievance is a Union grievance, it shall commence at Step 2. If the policy grievance is an Employer grievance, it shall be directed to the Union President and the President shall render a written reply within five (5) days of receipt. Upon receipt of response or failure to reply, the Employer may advance the grievance to arbitration.

Notwithstanding Article 36.01(a), (b) and (c) and Article 36.05 the parties may mutually agree to advance the grievance to a subsequent step in the grievance process. In the event any management officers as named in the grievance steps are one and the same, the subsequent steps will be deemed to have been complied with.

## 36.02

### Authorized Representatives

- (a) An Employee may be assisted and represented by a Union Representative when presenting a grievance.
- (b) The Employer agrees that the Union Representative shall not be hindered, coerced or interfered with in any way in the performance of their functions while investigating disputes and presenting adjustments as provided in this Article. However, no representative shall leave her work without obtaining consent from her supervisor which shall not be unreasonably withheld. The Union Representative shall not suffer any loss of pay for time spent in the performance of her duties involving a grievance provided that the representative does not leave the Employer's premises.

**36.03 Time Limits**

For the purposes of this Article, periods of time referred to in days shall be deemed such periods of time calculated on consecutive calendar days exclusive of Saturdays, Sundays and Named Holidays which are specified in Article 25.

**36.04 Mandatory Conditions**

- (a) Should the Employee or the Union fail to comply with any time limit in the grievance procedure, the grievance will be considered to 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 the grievance procedure, 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.
- (c) During any and all grievance proceedings, the Employee shall continue to perform her duties, except in cases of suspension or dismissal.
- (d) A suspension or dismissal grievance shall commence at Step 2.

**36.05 Steps in the Grievance Procedure**

(a) Step 1 (Immediate Supervisor)

An Employee who has a grievance shall first discuss the matter with her immediate supervisor and attempt to resolve the grievance at this stage. In the event that it is not resolved satisfactorily to the Employee, it may be advanced in accordance with the following steps.

(b) Step 2 (Director of the Department, or Designate)

If:

- (i) an individual grievance, within fifteen (15) days of the date the Employee first became aware of or reasonably should have become aware of the occurrence of the act causing the grievance; or
- (ii) a group grievance, within fifteen (15) days of the date any of the aggrieved parties became aware of the event or reasonably should have become aware of the event leading to the grievance,

the grievance shall be submitted, in writing, stating the article claimed to have been violated, the nature of the grievance and the redress sought, to the Director of the Department or designated representative who shall reply in writing within ten (10) days of receiving the grievance. At the request of either party, a grievance hearing shall be held prior to providing a written reply. If the grievance is not settled at this stage, it may be advanced to Step 3.

(c) Step 3 (Chief Executive Officer, or Designate)

Within ten (10) days of the reply from the Director of the Department or designated representative, the Employee shall submit the grievance in writing to the Chief Executive Officer or the designated representative. The Chief Executive Officer or his representative shall hold a hearing within five (5) days of receipt of the grievance. The Employee shall be entitled to have a Union Representative present during the meeting. The Chief Executive Officer or his representative shall render a written decision within five (5) days of the date of the hearing. If the grievance is not settled at this stage, the Union may decide to proceed to Arbitration.

36.06

Arbitration

- (a) Either party wishing to submit a grievance to Arbitration shall, within ten (10) days of the receipt of the decision at Step 3 of the grievance procedure, notify the other party in writing of its intention to do so and name its appointee to the Arbitration Board, or state its desire to meet to consider the appointment of the single Arbitrator.
- (b) Within seven (7) days after receipt of notification provided for in Article 36.06(a) above, the party receiving such notice shall:
  - (i) inform the other party of the name of its appointee to an Arbitration 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 principal, and/or selection of a single Arbitrator, an Arbitration Board shall be established.
- (c) Where appointees to a Board have been named by the parties, they shall within seven (7) days endeavor to select a mutually acceptable Chairman for the Arbitration Board. If they are unable to agree upon the choice of a Chairman, application shall be made to the Director of Mediation Services to appoint an Arbitrator pursuant to the provisions of the *Code*.



- (d) After a single Arbitrator has been selected, or the Arbitration Board has been formed in accordance with the above procedure, 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.
- (e) In the case of an Arbitration Board, the Chairman shall have the authority to render the decision with the concurrence of either of the other members, and a decision thus rendered or the decision of the single Arbitrator shall be final and binding on the parties.
- (f) The Arbitration decision shall be governed by the terms of this Collective Agreement and shall not alter, amend or change the terms of this Collective Agreement.
- (g) Each of the parties to this Collective Agreement shall bear the expenses of its appointee to an Arbitration Board. The fees and expenses of the Chairman or single Arbitrator shall be borne equally by the two (2) parties to the dispute.
- (h) Any of the time limits herein contained in Arbitration proceedings may be extended if mutually agreed to in writing by the parties.

### **36.07 Optional Mediation**

The parties may mutually agree to non-binding mediation:

- (a) At any step in the grievance procedure outlined in Article 36.05, either party may request that a Mediator be appointed to meet with the parties, investigate and define the issues in dispute and facilitate a resolution.
- (b) The Mediator shall be appointed by mutual agreement between the parties.
- (c) The purpose of the Mediator's involvement in the grievance process is to assist the parties in reaching a resolution of the dispute, and anything said, proposed, generated or prepared for the purpose of trying to achieve a settlement is to be considered privileged and will not be used for any other purpose.
- (d) The expenses of the Mediator shall be equally borne by both parties.
- (e) The grievance may be resolved by mutual agreement between the parties.

## ARTICLE 37

### UNION STEWARDS

- 37.01 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 her in the processing of a grievance with the Employer. When it becomes necessary for a Union Steward to leave her job for this purpose, she will request time off from her immediate supervisor and provide her with as much advance notice as possible. There will be no loss of regular earnings for time in attendance at the grievance meeting, however, the Employer will not pay for travel time or travel expenses. Arrangements will be made by the Supervisor to permit the Union Steward to leave her job 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.
- 37.02 The Union reserves the right to appoint a Union Steward to represent a base office that has no Union Steward.
- 37.03 A list of Union Stewards shall be supplied by the Union to the Human Resources Department. The Human Resources Department shall be advised in writing of any change to this list. The list shall be updated by the Union annually.
- 37.04 The Chapter, inclusive of the Employees, shall have the right at any time to the assistance of the Union Stewards and/or the Union Staff Representatives when meeting with the Employer and when processing a grievance.

## ARTICLE 38

### EMPLOYEE-MANAGEMENT ADVISORY COMMITTEE

- 38.01 The Parties hereby agree as follows:
- (a) The Parties to this Collective Agreement agree to the desirability of a Union-Employer Advisory Committee or the equivalent for promoting harmonious relationships between the Employees, the Union and the Employer.
  - (b) The Union shall provide the names of up to four (4) representatives and the Employer shall provide the names of up to four (4) representatives to sit on the Employee-Management Advisory Committee.
  - (c) An Employee shall be paid her basic rate of pay, inclusive of travel time, for attendance at these committee meetings.

- (d) An Employee shall be entitled to claim travel and subsistence expenses in accordance with Article 24, Transportation and Subsistence.
- (e) Unless otherwise mutually agreed, the Committee shall meet on a monthly basis and in no event shall they meet less than every three (3) months. The Union and the Employer shall elect a Co-Chair and chairing of the meetings will alternate between the co-chairs.

#### ARTICLE 39

#### UNIFORMS

39.01 Where the Employer requires the Employee to wear a uniform, it will be furnished and maintained (laundered, altered and repaired) at no cost to the Employee. These remain the property of the Employer and shall not be worn other than on duty. The nature, color and style of uniforms and the requirements of each group of Employees in respect thereto shall be determined by the Employer.

#### ARTICLE 40

#### RESIGNATION

40.01 An Employee wishing to terminate employment in good standing shall provide the Employer with fifteen (15) calendar days notice in writing, exclusive of any vacation due and unused overtime credits. Consideration may be given to a mutually agreeable shorter period of time.

**ON BEHALF OF THE EMPLOYER by  
the Provincial Health Authorities  
of Alberta, an Employer's Organization  
Appointed Under the *Labour Relations Code*,  
as Bargaining Agent**

**ON BEHALF OF THE UNION**

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\_\_\_\_\_

DATE: \_\_\_\_\_

DATE: \_\_\_\_\_

The undersigned hereby certify that the foregoing Collective Agreement properly sets forth the terms and conditions agreed upon in negotiations.

**ON BEHALF OF THE EMPLOYER**

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DATE: \_\_\_\_\_

LETTER OF UNDERSTANDING

BETWEEN

(EMPLOYER)

- and -

ALBERTA UNION OF PROVINCIAL EMPLOYEES  
(hereinafter referred to as the "Union")

RE: SEVERANCE

Purpose

1. The parties agree that the primary purposes of the Severance Program (the Program) are to recognize the contribution of Employees, to allow Employees to leave the system with dignity, to minimize disruption, and ensure quality and continuity of services. Severance is one of many human resources management tools to assist with restructuring the organization.

Severance Offering and Eligibility

2. The program will be offered in accordance with the provisions of this Letter of Understanding, over a period of time beginning the date on which the parties exchange notice of ratification for this Collective Agreement and ending March 31, 2002, or upon ratification of a new Collective Agreement, whichever is later.
3.
  - (a) Severance will be offered only as a result of organizational changes that result in the permanent reduction in the number of AUPE certified Regular Employees.
  - (b) Employees on full layoff will not be eligible to apply for the program.
  - (c) The timing and extent of application periods and of the offering will be determined by the Employer.
  - (d) Program transfers affecting other bargaining units may be taken into account when assessing the extent of the permanent reduction in the number of AUPE certified Regular Employees, provided that reciprocal transfer agreements are in effect.
4. The Program, when offered by the Employer, will be open to all eligible Regular Part-Time and Full-Time Employees employed and working in a regular position as of the date of the Program offering.

5. An approved severance will be calculated as follows:
- The equivalent of two (2) weeks regular salary for each full year of continuous service to a maximum payment of forty (40) weeks.
  - Regular salary = (regularly scheduled hours of work as at date of application for the program) x (basic rate of pay)
  - For the purposes of the Program, continuous service will be calculated from the last date of hire recognized with the Employee's current Employer.

#### Severance Approval

6. (a) The Employer shall have the right to accept or reject any application for severance based on operational requirements. Subject to operational requirements, if there are more Employees wishing to take severance than there are positions to be eliminated, severance shall be granted in order of seniority.
- (b) Severance will not be approved if termination of the Employee does not directly result in the permanent elimination of the Regular Employee's Full-Time equivalency, or a comparable Full-Time equivalency.
- (c) Program transfers affecting other bargaining units may be taken into account when assessing comparable Full-Time equivalencies.
- (d) The Employer reserves the right to determine the date of termination and, once approved, the decision to take severance and terminate employment is irrevocable.

#### Operation of the Program

7. An Employer will only consider a severance application from an Employee on sick leave, WCB, or LTD where the Employee has provided medical evidence to the Employer that they are fit to return to work.
8. Regular Employees whose applications for the program are approved will terminate their employment and have no right to recall under Article 33, Layoff and Recall.
- (a) Employees whose application for severance are approved will not be eligible for rehire by any Employer who is a party to a Collective Agreement containing this provision, or any Employer or agency funded directly or indirectly by the Employer paying the severance, for the period of the severance.

- (b) The Employee may be considered for hire by an Employer referred to in (a) provided they repay the Employer from whom severance was received, the difference, if any, between the time they were unemployed and the length of time for which the severance was paid.

This Letter of Understanding shall expire on March 31, 2002, or upon the date of ratification of the next Collective Agreement, whichever is later.

ON BEHALF OF THE EMPLOYER

ON BEHALF OF THE UNION

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DATE: \_\_\_\_\_

DATE: \_\_\_\_\_

LETTER OF UNDERSTANDING

BETWEEN

(EMPLOYER)

- and -

ALBERTA UNION OF PROVINCIAL EMPLOYEES  
(hereinafter referred to as the "Union")

RE: IMPLEMENTATION OF SUPPLEMENTARY HEALTH –  
DIRECT BILLING CARDS

The Parties hereby agree that on the first day following ninety (90) days after the date of ratification, Direct Billing Cards shall be provided to Employees.

ON BEHALF OF THE EMPLOYER

ON BEHALF OF THE UNION

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DATE: \_\_\_\_\_

DATE: \_\_\_\_\_



LETTER OF UNDERSTANDING

BETWEEN

(EMPLOYER)

- and -

ALBERTA UNION OF PROVINCIAL EMPLOYEES  
(hereinafter referred to as the "Union")

RE: REVIEW OF CASUAL HOURS

The Employer agrees to initiate a review of the utilization of Casual hours within sixty (60) days of ratification of the Collective Agreement and subsequently at the request of the Union.

ON BEHALF OF THE EMPLOYER

ON BEHALF OF THE UNION

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DATE: \_\_\_\_\_

DATE: \_\_\_\_\_

LETTER OF UNDERSTANDING

BETWEEN

(EMPLOYER)

- and -

ALBERTA UNION OF PROVINCIAL EMPLOYEES  
(hereinafter referred to as the "Union")

RE: ADMINISTRATION OF EDUCATIONAL ALLOWANCE

The Parties agree as follows:

1. This Letter of Understanding shall be applicable to an Employee who is in one (1) of the following classifications:
  - (a) in Paygrade 1 of the Medical Support Group: Home Support Aide, EIP Aide, Speech Language Aide and Rehab Aide;
  - (b) in the Local Conditions applicable to the Crossroads Regional Health Authority: Audiology Assistant and Respite Worker.
2. For the purpose of determining an Employee's access to an educational allowance pay step, the Employer shall recognize the following courses or certificates, or equivalencies, as determined by the Employer, from bona fide post-secondary institutions:
  - (a) Personal Care Attendant (PCA);
  - (b) Personal Support Aide (PSA);
  - (c) Graduate Practical Nursing (GPN).
  - (d) Home Support/Health Aide
3. An Employee shall be eligible to advance to Step 7 when:
  - (a) The Employee has successfully completed a recognized course or certificate, as outlined in Point 2 above; and
  - (b) The Employee has, in the case of a Full-Time Employee, completed one (1) year of service at Step 6, or in the case of a Part-Time Employee, completed one thousand eight hundred and twenty-seven (1,827) regular hours actually worked at Step 6.
  - (c) For Lakeland Regional Health Authority, hours referred to in 3(b), shall be two thousand and twenty-two decimal seven five (2,022.75).

4. An Employee shall be eligible to advance to Step 8 when:
  - (a) The Employee has successfully completed a recognized course or certificate, as outlined in Point 2 above; and
  - (b) The Employee has, in the case of a Full-Time Employee, completed one (1) year of service at Step 7, or in the case of a Part-Time Employee, completed one thousand eight hundred and twenty-seven (1,827) regular hours actually worked at Step 7.
  - (c) For Lakeland Regional Health Authority, hours referred to in 4(b), shall be two thousand and twenty-two decimal seven five (2,022.75).
5. If a new Employee is hired into one (1) of the classifications outlined in Point 1 above, on or after August 1, 2001, and the new Employee has successfully completed one or more recognized courses or certificates as outlined in Point 2 above, such course work shall be recognized as one (1) yearly unit of previous experience, pursuant to Article 17.
6. Employees who as of August 1, 2001, are at Step 1 on the Salary Grid, and are working in one (1) of the classifications outlined in Point 1 above, and have successfully completed a recognized course or certificate as outlined in Point 2 above, shall be eligible to advance to Step 2:
  - (a) Regular Full-Time Employees who advance to Step 2 shall have their anniversary date, for the purpose of an annual increment, changed to August 1, 2001.
  - (b) Part-Time and Casual Employees who advance to Step 2 shall be entitled to a further increment following the completion of one thousand eight hundred twenty-seven (1,827) regular hours of work at Step 2. Where a Part-Time or Casual Employee has completed one thousand eight hundred and twenty-seven (1,827) or more regular hours of work at Step 1 as of August 1, 2001, such Employee shall be entitled to a further increment following the completion of one thousand eight hundred and twenty-seven (1,827) regular hours actually worked at Step 2.
  - (c) For Lakeland Regional Health Authority, hours referred to in 6(b), shall be two thousand and twenty-two decimal seven five (2,022.75).
7. Employees who are not entitled to advance:
  - (a) to Step 7 in accordance with Point 3 of this Letter of Understanding; or
  - (b) to Step 8 in accordance with Point 4 of this Letter of Understanding; or

(c) to Step 2 in accordance with Point 6 of this Letter of Understanding shall advance salary increments in accordance with the provisions of this Collective Agreement.

ON BEHALF OF THE EMPLOYER

ON BEHALF OF THE UNION

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DATE: \_\_\_\_\_

DATE: \_\_\_\_\_

LETTER OF UNDERSTANDING

BETWEEN

(EMPLOYER)

- and -

ALBERTA UNION OF PROVINCIAL EMPLOYEES  
(hereinafter referred to as the "Union")

RE: IMPLEMENTATION OF CLERICAL SUPPORT GRID

The Parties hereby agree:

1. Headwaters Health Authority

- (a) An Employee employed in the classification of Clerk I shall be placed at the step on the Clerk/Receptionist Pay Grade that provides as close to but does not exceed an eight percent (8%) increase to her basic rate of pay as of March 31, 2001.
- (b) An Employee employed in the classification of Clerk II shall be placed at the step on the Program Assistant I Pay Grade that provides as close to but does not exceed an eight percent (8%) increase to her basic rate of pay as of March 31, 2001.

2. East Central Regional Health Authority

- (a) An Employee in the classification of Steno Tech I shall be placed at the same step on the Program Assistant I pay grade that she occupied on the Steno Tech I pay grade as of March 31, 2001. An Employee at Step 7 of the Steno Tech I pay grade as of March 31, 2001 shall be placed at Step 6 of the Program Assistant I pay grade.
- (b) An Employee in the classifications of Steno Tech II and Data Processing Operators shall be placed at the same step on the Program Assistant II Pay Grade that she occupied on the Steno Tech II or the Data Processing Operator pay grade as of March 31, 2001. An Employee at Step 7 of the Steno Tech II or the Data Processing Operator pay grade as of March 31, 2001 shall be placed at Step 6 of the Program Assistant II pay grade.

3. Westview Regional Health Authority

An Employee in the classification of Program Assistant shall be placed at the same step on the Program Assistant I Pay Grade that she occupied on the Program Assistant pay grade as of March 31, 2001.

4. Crossroads Regional Health Authority
  - (a) An Employee employed in the classification of Administrative Support I shall be placed at the step on the Clerk/Receptionist Pay Grade that provides as close to but does not exceed an eight percent (8%) increase to her basic rate of pay as of March 31, 2001.
5. Aspen Regional Health Authority
  - (a) An Employee in the classification of Program Assistant shall be placed at the same step on the Program Assistant I Pay Grade that she occupied on the Program Assistant pay grade as of March 31, 2001.
6. Lakeland Regional Health Authority
  - (a) An Employee in the classification of Clerk/Receptionist shall be placed at the same step on the Clerk/Receptionist Pay Grade that she occupied as of March 31, 2001.
  - (b) An Employee in the classification of Program Assistant I shall be placed at the same step on the Program Assistant I Pay Grade that she occupied on March 31, 2001. An Employee at Step 7 of the Program Assistant I pay grade as of March 31, 2001 shall be placed at Step 6 of the Program Assistant I pay grade.
7. Peace Health Region
  - (a) An Employee in the classification of Receptionist shall be placed at the same step on the Clerk/Receptionist Pay Grade that she occupied as of March 31, 2001.
  - (b) An Employee employed in the classifications of Secretary or Central Records Officer shall be placed at the step on the Secretary or Central Records Officer pay grade that she occupied as of March 31, 2001.
  - (c) An Employee employed in the classification of Resource Technician shall be placed at the step on the Resource Technician pay grade that she occupied as of March 31, 2001.
8. Keeweenaw Lakes Regional Health Authority
  - (a) An Employee in the classification of Receptionist shall be placed at the same step on the Receptionist Pay Grade that she occupied as of March 31, 2001.
  - (b) An Employee employed in the classification of Secretary shall be placed at the step on the Secretary pay grade that she occupied as of March 31, 2001.

(c) An Employee employed in the classification of Resource Technician shall be placed at the step on the Resource Technician pay grade that she occupied as of March 31, 2001

9. (a) An Employee employed by the Employer on the date of ratification who did not receive at least an eight percent (8%) increase to her basic rate of pay as a result of the implementation of the Clerical Support Grid shall receive a lump sum payment calculated as follows:

8% less % increase in Basic Rate of Pay	X	Regular Hours worked between April 1, 2000 and March 31, 2001	X	Basic Rate of Pay on March 31, 2001
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(b) An Employee who did not receive an increase of at least three percent (3%) as a result of the implementation of the Clerical Support Grid shall have the option of utilizing five (5) days of paid leave to be taken at a time mutually agreed to between the Employee and Employer. An Employee who chooses this option shall have the amount of their lump sum as determined in 9(a) above reduced by two percent (2%) as per the formula below.

8% less % increase in Basic Rate of Pay less 2%	X	Regular Hours worked between April 1, 2000 and March 31, 2001	X	Basic Rate of Pay on March 31, 2001
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(c) (i) An Employee who as a result of the implementation of the Clerical Support Grid continues to have a basic rate of pay in excess of Step 6 of the applicable grid shall receive a three percent (3%) increase to her basic rate of pay as at March 31, 2001 and shall receive a five percent lump sum in accordance with the following formula:

8% less 3%	X	Regular Hours worked between April 1, 2000 and March 31, 2001	X	Basic Rate of Pay on March 31, 2001
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(ii) The Employee shall also have the option of utilizing five (5) days of paid leave to be taken at a time mutually agreed to between the Employee and Employer. An Employee who chooses this option shall have the amount of their lump sum determined in accordance with the following formula:

8% less 3% less 2%	X	Regular Hours worked between April 1, 2000 and March 31, 2001	X	Basic Rate of Pay on March 31, 2001
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- (d) Such amounts calculated above, shall be paid to Employees no later than sixty (60) days following the date of ratification.
- (e) The leave with pay options outlined above are not available to Casual Employees.

ON BEHALF OF THE EMPLOYER

ON BEHALF OF THE UNION

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\_\_\_\_\_

DATE: \_\_\_\_\_

DATE: \_\_\_\_\_



LETTER OF UNDERSTANDING

BETWEEN

(EMPLOYER)

- and -

ALBERTA UNION OF PROVINCIAL EMPLOYEES  
(hereinafter referred to as the "Union")

RE: IMPLEMENTATION OF MEDICAL SUPPORT GRID

The Parties hereby agree:

- 1. (a) An Employee employed by the Employer in one of the Medical Support Classifications on the date of ratification who did not receive at least a four percent (4%) increase to her basic rate of pay as a result of the implementation of the Medical Support Grid shall receive a lump sum payment calculated as follows:

4% less % increase in Basic Rate of Pay	X	Regular Hours worked between April 1, 2000 and March 31, 2001	X	Basic Rate of Pay on March 31, 2001
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- (b) Such amount calculated above, shall be paid to Employees no later than sixty (60) days following the date of ratification.
- 2. An Employee employed in the classifications of Therapy Assistant in the Lakeland Regional Health Authority shall be placed at the step on the Rehab Assistant Pay Grade that she occupied as of March 31, 2001.
- 3. Westview Employees to receive a 4% lump sum in accordance with the formula in 1(a).

ON BEHALF OF THE EMPLOYER

ON BEHALF OF THE UNION

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DATE: \_\_\_\_\_

DATE: \_\_\_\_\_

LETTER OF UNDERSTANDING

BETWEEN

THE HEADWATERS HEALTH AUTHORITY  
(EMPLOYER)

- and -

ALBERTA UNION OF PROVINCIAL EMPLOYEES  
(hereinafter referred to as the "Union")

RE: HOURS OF WORK FOR ADULT DAY PROGRAM

The Parties agree that during the term of this Collective Agreement, the hours of work for those Employees engaged in delivering care in Adult Day Programs shall be seven and one-half (7 1/2) hours per day. This is to recognize that due to the nature of the work, Employees while engaged in delivering care to clients, are not able to have scheduled lunch or coffee breaks.

ON BEHALF OF THE EMPLOYER

ON BEHALF OF THE UNION

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DATE: \_\_\_\_\_

DATE: \_\_\_\_\_

LETTER OF UNDERSTANDING

BETWEEN

(EMPLOYER)

- and -

ALBERTA UNION OF PROVINCIAL EMPLOYEES  
(hereinafter referred to as the "Union")

It is understood by the Parties that:

1. The basic rates of pay within the Multi-Employer Salary Schedule and within Local Conditions shall be effective April 1, 2001. All other provisions of this agreement are effective date of ratification.
2. A person who has terminated employment between April 1, 2001 and date of ratification shall have thirty (30) days from the date of ratification to apply to the Employer in writing to receive any entitlement related to increases to the basic rates of pay that she would have been entitled between April 1, 2001 and her date of termination.

ON BEHALF OF THE EMPLOYER

ON BEHALF OF THE UNION

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DATE: \_\_\_\_\_

DATE: \_\_\_\_\_

## MULTI-EMPLOYER SALARY SCHEDULE

1            2            3            4            5            6            7            8

<b>Clerical Support Group</b>
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**Pay Grade 1**

Clerk/Receptionist

April 1, 2001	11.22	11.57	11.93	12.30	12.68	13.07
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**Pay Grade 2**

Program Assistant I

April 1, 2001	12.95	13.35	13.76	14.19	14.62	15.08
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**Pay Grade 3**

Program Assistant II

April 1, 2001	13.61	14.02	14.44	14.87	15.32	15.78
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<b>Medical Support Group</b>
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**Pay Grade 1**

Dental Aide

EIP Aide

Home Support Aide

Speech Language Aide

Rehab Aide

April 1, 2001	11.18	11.77	12.15	12.52	12.92	13.22	13.61	
August 1, 2001	11.18	11.77	12.15	12.52	12.92	13.22	13.61	14.02

Educational Allowance

**Pay Grade 2**

Community Health Representative\Worker

Licensed Practical Nurse

Rehab Assistant

April 1, 2001	14.01	14.60	15.19	15.79	16.39	16.95
August 1, 2001	14.57	15.19	15.80	16.42	17.05	17.63

**Pay Grade 3**

Registered Dental Assistant

April 1, 2001	15.80	16.32	16.85	17.42	17.99	18.60
August 1, 2001	16.19	16.73	17.27	17.86	18.44	19.06

**ADDENDUM #1  
LOCAL CONDITIONS  
APPLICABLE TO THE HEADWATERS HEALTH AUTHORITY**

**ITEM 1: Classifications**

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

	1	2	3	4	5	6
Volunteer Coordinator						
April 1, 2001	14.25	14.52	14.79	15.06	15.33	15.64

**Medical Support Group**

Registered Dental Assistant (Non IOP)

April 1, 2001	13.33	13.91	14.48	15.04	15.61	16.15
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**ITEM 2: The following articles of the Collective Agreement shall be amended as follows:**

1.2.1 Hours of Work

Amend Article 14.01, 14.02(a) and 14.14 as follows:

**14.01 Full-Time Employees**

The regular hours of work for Full-Time and Temporary Full-Time Employees:

- (a) shall be seven (7) consecutive hours per day, which fall between the hours of 8:00 a.m. and 4:30 p.m., Monday to Friday;
- (b) shall be thirty-five (35) hours averaged over a seven (7) calendar day period; and
- (c) there shall be two (2) consecutive days of rest; however, this provision may be altered by mutual agreement between the Employer and the Union;

**14.02 Part-Time Employees**

- (a) The regular hours of work for Part-Time Employees:

- (i) shall be up to seven (7) consecutive hours in any day which fall between the hours of 7:30 a.m. and 10:00 p.m.;
- (ii) shall be up to thirty-five (35) hours averaged over a seven (7) calendar day period.
- (iii) there shall be two (2) consecutive days of rest; however, this provision may be altered by mutual agreement between the Employer and the Union.

14.14 There will be an optional scheduling system available to Home Support Aides. An extended work day may be implemented with mutual agreement in writing between the Employer and the Employee.

The regular hours of the extended scheduling system shall not exceed:

- (a) ten (10) consecutive hours per day at the basic rate of pay;
- (b) thirty-five (35) hours averaged over a seven (7) calendar day period;
- (c) four consecutive days followed by two consecutive days off unless altered by mutual agreement between the Employer and Union.”

1.2.2 Overtime

Amend Article 15.01(a) as follows:

15.01 (a) Overtime is all time authorized by the Employer and worked by an Employee in excess of seven (7) hours per day, and/or more than thirty-five (35) hours averaged over a seven (7) calendar day period.”

1.2.3 Salaries

Amend Article 16 in its entirety as follows:

16.01 The basic rates of pay as set out in the Salaries Schedule shall be applicable to all Employees covered by this Collective Agreement.

16.02 Subject to any other terms of this Collective Agreement, an Employee’s basic rate of pay will be advanced to the next higher basic rate of pay upon completion of each one thousand, eight hundred and twenty-seven (1,827) hours worked.

16.03 Salary increments for Home Health Aides shall be effective on the first pay period following the earlier of the completion of each year of service (1827 hours) or two (2) years and two hundred fifty (250) hours.

1.2.4 Transportation and Subsistence

Amend Article 24.04(c)(ii) as follows:

24.04 (c) (ii) where no accommodation receipt is produced, a flat rate of twenty-five dollars (\$25.00) may be claimed in lieu of the allowance claimable under Subsection (i).

1.2.5 Named Holidays

Amend Article 25.01, 25.02, 25.10(b) and 25.11(b) as follows:

25.01 Any reference to Named Holidays in this Agreement applies to the following days:

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	August Civic Holiday

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

- (a) the Municipal Government in which the base office is located;
- (b) the Province of Alberta; or
- (c) the Government of Canada.

25.02 In addition to the foregoing Named Holidays, Full-Time Employees who are in the employ of the Employer on July 1, shall be granted one additional holiday as a "floater" holiday. The floater holiday will be scheduled by mutual agreement between the Employer and the Employee. If the holiday is not taken by the last day of December in any given year, it shall be paid out.

25.10 (b) Part-Time Employees shall be paid, five decimal two percent (5.2%) of their earnings paid at the basic rate of pay, in lieu of Named Holidays.

25.11 (b) Temporary Part-Time or Casual Employees shall be paid five decimal two percent (5.2%) of their earnings paid at the basic rate of pay, in lieu of Named Holidays.

1.2.6 Leaves of Absence

Amend Article 30.06 as follows:

30.06 The Employer shall grant leave of absence without loss of seniority to a Regular Employee who serves as a juror or witness in any court. The Employer shall pay such a Regular Employee the difference between her normal earnings and the payment she receives for services as a juror or court witness, excluding payment for traveling, meals, or other expenses. The Regular Employee will present proof of service and the amount of pay received.

**ITEM 3: Red Circling of Employees Affected by the Implementation of Salary Appendix**

1.3.1 An Employee in the employ of the Employer prior the date of ratification of the Collective Agreement expiring March 31, 2001 and who, as a result of the implementation of the salary appendix in that Collective Agreement, would have been moved to a lower basic rate of pay, shall have her previous basic rate of pay maintained until the basic rate of pay in her classification in the salaries appendix exceeds the basic rate of pay that the Employee is currently receiving.

1.3.2 The following Employees will be moved to the listed basic rates of pay. Should an Employee's basic rate of pay exceed the basic rate of pay that she would receive in the salaries appendix, she shall receive the listed basic rate of pay until the basic rate of pay in her classification in the salaries appendix exceeds the basic rate of pay that the Employee will receive under this paragraph.

Lois Colter	\$16.43
Rita Thompson	\$16.43
Margo Koskinen	\$16.43
Margo Friessen	\$16.13

**ITEM 4: Red Circling of Employees Affected by the Implementation of Article 28 - Annual Vacation**

1.4.1 An Employee in the employ of the Employer prior to the date of ratification of the Collective Agreement expiring March 31, 2001 and who, as a result of the implementation of Article 28 - Annual Vacation of that Collective Agreement, would have her vacation entitlement changed to a lower rate, shall have her vacation entitlement maintained at her existing



level of vacation, until the provisions of Article 26, Vacations, exceeds her current vacation entitlement.

**ITEM 5: Extended Work Week**

1.5.1 For Full-Time Employees currently participating in the 5-5-4 work arrangement, the normal hours of work shall be seven and one-half (7 1/2) hours per day for fourteen (14) consecutive work days. The fifteenth (15<sup>th</sup>) work day will be a Friday and will be a day off for the Employees in lieu of the extra one-half (1/2) hour per day worked over the seven (7) hour work day.

1.5.2 Named Holidays

If an Employee's Friday off as per Clause 1.5.1 falls on a Named Holiday, the earned day off will be taken off on the following working day.

1.5.3 Sickness and Vacation Time

Earned vacations and sick days are based on the seven (7) hour work day.

Fridays off are earned continuously throughout the year, even when the Employee is on vacation, or absent on sick leave, but not on Leave of Absence without pay except under Article 30.

When a Friday off falls in the course of an Employee's vacation, it is treated as a regular day off, and is not considered a part of the vacation time; i.e. if an Employee were taking a week of vacation time, and that week had a third Friday off in it, the Employee would only use up four (4) vacation days, not five (5) vacation days.

An Employee who is ill on the Friday off shall not take the day as a sick day.

1.5.4 Changing a Friday Off

All Employees must take their Friday off as per Clause 1.5.1. Only under extenuating circumstances and upon approval may the Friday off be changed. An Employee requesting to change the Friday off must discuss the circumstances with the C.E.O. or designate. A Friday off not taken in such circumstances must be taken on the next working day.

The Employer may require that an Employee work on the Friday off due to operational difficulties or emergencies. Should it become necessary to do so, the Employee will be required to take the day within the following work week.

1.5.5 Emergency Call-ins

When an Employee is unexpectedly called in to work during the Friday off due to an emergency situation, the Employee shall be reimbursed in the same manner as if called in to work on a weekend.

**ITEM 6: Home Support Aides – FTE’s**

1.6.1 Within three (3) months of the date of ratification of this collective agreement, the Employer will assign a Temporary FTE to all Part-Time Home Support Workers. The Temporary FTE will be based on the average hours worked over the preceding twelve (12) month period provided that it is expected that the average will be maintained over the next three (3) months.

1.6.2 Six (6) months following the assignment of the Temporary FTE, the Employer will confirm the FTE.

1.6.3 At the time the Employee’s FTE is confirmed pursuant to 1.6.2, the Employer will also determine and advise the Employee as to her eligibility to benefits pursuant to Article 27.

1.6.4 The Employer will notify the Union as to the final outcomes of steps 1.6.1 and 1.6.2 prior to confirming FTE’s pursuant to 1.6.3.

**ITEM 7: Implementation of the Clerical Salary Grid**

1.7.1 The following individuals shall retain their current classification reference of Clerk III. The provisions of 9(c) of the Letter of Understanding regarding the Implementation of the Clerical Support Grid shall apply to these individuals:

Marcie Davey  
Cyndi Deans  
Kate Dickson  
Jane Mattson  
Debra Prescott  
Patricia Szeliga  
Rita Thompson  
Marjo Koskinen

1.7.2 Lois Colter shall be reclassified as a Program Assistant II and the provisions of 9(c) of the Letter of Understanding regarding the Implementation of the Clerical Support Grid shall apply.

**ITEM 8: Responsibility Pay – Cheryl Fox**

1.8.1 Cheryl Fox shall receive a two dollar (\$2.00) per hour responsibility pay for responsibilities assumed as Day Support Liaison in addition to her basic rate of pay as an LPN.

**ITEM 9: Home Health Aides - PT**

1.9.1 Home Health Aides who are regularly scheduled are designated as “Part-Time Employees” as defined in Article 2.09(c), however they shall have no guaranteed minimum hours of work, except for the following Employees:

Bea Kuzminski (7 hours per day)  
Bonnie Toyashima (6.02 hours per day)  
Katie Ross (5.16 hours per day)  
Christine Schatzmann (4.2 hours per day)

1.9.2 This provision to expire upon the completion of Item 6.

**ITEM 10: Benefits for Home Health Aides**

1.10.1 Subject to Article 27, where it is anticipated that a Home Health Aide will work a minimum of fifteen (15) hours per week, averaged over a twelve (12) month period beginning on April 1 of any given year, the Home Health Aide shall participate in the Health Benefits Plan for that twelve (12) month period.

1.10.2 A Home Health Aide’s eligibility to participate in the Health Benefits Plan shall be reviewed on or before March 31 of each year. Where a Home Health Aide’s hours are a minimum of fifteen (15) hours per week, averaged over the previous twelve (12) months, the Home Health Aide shall participate in the Health Benefits Plan for the forthcoming twelve (12) month period.

1.10.3 Any Home Health Aide who, on the date of ratification, has worked fifteen (15) hours per week, averaged over the twelve (12) month period from April 1, 2000 to March 31, 2001 shall participate in the Health Benefits Plan until March 31, 2002. The same principles in #1 and #2 shall apply for the April 1, 2000 benefit year.

1.10.4 This provision to expire upon the completion of Item 6.

**ADDENDUM #2  
LOCAL CONDITIONS  
APPLICABLE TO THE EAST CENTRAL REGIONAL HEALTH AUTHORITY**

**ITEM 1: Classifications**

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

**1            2            3            4            5            6            7**

**Medical Support Group**

Registered Dental Assistant (Non IOP)

April 1, 2001            12.59    13.15    13.70    14.32    14.96    15.59    16.27

**ITEM 2: The following articles of the Collective Agreement shall be amended as follows:**

2.2.1 Hours of Work

Amend Article 14.01 and 14.02(a) as follows:

14.01 Full-Time Employees

The regular hours of work for Full-Time and Temporary Full-Time Employees:

- (a) shall be seven (7) consecutive hours per day and, at the discretion of the Employer, shall fall between the hours of 0700 and 2300;
- (b) shall be thirty-five (35) hours averaged over a seven (7) calendar day period; and
- (c) there shall be two (2) consecutive days of rest; however, this provision may be altered by mutual agreement between the Employer and the Union;

14.02 Part-Time Employees

(a) The regular hours of work for Part-Time Employees:

- (i) shall be up to seven (7) consecutive hours in any day and, at the discretion of the Employer, shall fall between the hours of 0700 and 2300;

- (ii) shall be up to thirty-five (35) hours averaged over a seven (7) calendar day period.
- (iii) there shall be two (2) consecutive days of rest; however, this provision may be altered by mutual agreement between the Employer and the Union.

Add Article 14.16 as follows:

**14.16 Redefined Regular Hours of Work**

- (a) When the Employer operationally requires the regular hours of work of a Full-Time position to be 7.75 hours per day (38.75 hours per week), the Employer may:
  - (i) Post the new position per Article 12.
  - (ii) Where there is only one incumbent in a position that operationally requires a 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 14.16(a), or
  - (iii) if existing Full-Time Employees choose not to redefine their regular hours of work, post the position per Article 12.
- (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."

**2.2.2 Overtime**

Amend Article 15.01(a) as follows:

15.01 (a) Overtime is all time authorized by the Employer and worked by an Employee in excess of seven (7) hours per day, and/or more than thirty-five (35) hours averaged over a seven (7) calendar day period.

### 2.2.3 Named Holidays

Amend Article 25.01 and 25.02 as follows:

25.01 Any reference to Named Holidays in this Agreement applies to the following days:

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	August Civic Holiday

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

- (a) the Municipal Government in which the base office is located;
- (b) the Province of Alberta; or
- (c) the Government of Canada.

25.02 In addition to the foregoing Named Holidays, Full-Time Employees who are in the employ of the Employer on July 1, shall be granted one additional holiday as a "floater" holiday. The floater holiday will be scheduled by mutual agreement between the Employer and the Employee. If the holiday is not taken by the last day of December in any given year, it shall be paid out.

### 2.2.4 Vacations

Amend Articles 26.03 and 26.04 as follows:

26.03 Vacation Entitlement for Full-Time Employees

During each year of continuous service with the Employer, a Regular Full-Time Employee shall earn entitlement to a vacation with pay. The rate of at which such entitlement is earned shall be determined by the length of such service as follows:

- (a) during the first (1<sup>st</sup>) year of such employment an Employee earns a vacation of fifteen (15) working days; or

- (b) during the second (2<sup>nd</sup>) to and including the sixth (6<sup>th</sup>) years of such employment an Employee earns a vacation of twenty (20) working days; or
- (c) during the seventh (7<sup>th</sup>) to fourteenth (14<sup>th</sup>) years of such employment an Employee earns a vacation of twenty-five (25) working days; or
- (d) during the fifteenth (15<sup>th</sup>) and subsequent years of such employment an Employee earns a vacation of thirty (30) working days.

**26.04 Vacation Entitlement for Part-Time Employees**

During each year of continuous service with the Employer, a Regular Part-Time Employee shall earn vacation with pay calculated in hours in accordance with the following formula:

Hours worked as a Regular Employee	X	The applicable % outlined below	=	Number of hours of paid vacation time to be taken
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- (a) six percent (6%) during the first (1<sup>st</sup>) year of such employment; or
- (b) eight percent (8%) during the second (2<sup>nd</sup>) to (6<sup>th</sup>) employment years; or
- (c) ten percent (10%) during the seventh (7<sup>th</sup>) to fourteenth (14<sup>th</sup>) employment years; or
- (d) twelve percent (12%) during the fifteenth (15<sup>th</sup>) and subsequent employment years.

**2.2.5 Sick Leave**

Amend Article 28.11(a) and (b) as follows:

**28.11 Regular Employees**

**Full-Time Employees**

- (a) Sick leave credits for a Full-Time Employee shall be earned and computed at the rate of two (2) working days for each full month of employment up to a maximum credit of one hundred and twenty (120) working days.

Part-Time Employees

- (b) (i) A Regular Part-Time Employee will receive a credit for sick leave computed from the date her continuous service commenced at the rate of two (2) working days for each full month of employment, prorated on the basis of the regularly scheduled hours worked by the Employee in relation to the regularly scheduled hours for a Full-Time Employee, up to a maximum of one hundred twenty (120) working days.
- (ii) When a Regular Part-Time Employee accepts an assignment for additional hours of work and then reports sick for such assignment, the Employee shall not be entitled to utilize sick leave credits for such assignment.

2.2.6 Leaves of Absence

Amend Article 30.06 as follows:

30.06 The Employer shall grant leave of absence without loss of seniority to a Regular Employee who serves as a juror or witness in any court. The Employer shall pay such a Regular Employee the difference between her normal earnings and the payment she receives for services as a juror or court witness, excluding payment for traveling, meals, or other expenses. The Regular Employee will present proof of service and the amount of pay received.

**ITEM 3: Voluntary Separation Allowance**

2.3.1 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:

2.3.2 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 33 of the Collective Agreement.

2.3.3 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.



2.3.4 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.

2.3.5 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.

2.3.6 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

2.3.7 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		

**ADDENDUM #3  
LOCAL CONDITIONS  
APPLICABLE TO THE WESTVIEW REGIONAL HEALTH AUTHORITY**

**ITEM 1: Classifications**

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

**1            2            3            4            5            6**

**Medical Support Group**

Add to Pay Grade 2:

Activities Convenor  
Rehabilitation Assistant  
Speech Assistant

Add the following Pay Grade:

Dental Health Assistant

April 1, 2001	13.48	14.01	14.56	15.09	15.65	16.19
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**Other**

Handibus Driver

April 1, 2001	13.48	14.01	14.56	15.09	15.65	16.19
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**ITEM 2: The following articles of the Collective Agreement shall be amended as follows:**

3.2.1 Hours of Work

Amend Article 14.01 and 14.02(a) as follows:

14.01 Full-Time Employees

The regular hours of work for Full-Time and Temporary Full-Time Employees:

- (a) shall be seven (7) consecutive hours per day;
- (b) shall be thirty-five (35) hours averaged over a seven (7) calendar day period; and

- (c) there shall be two (2) consecutive days of rest; however, this provision may be altered by mutual agreement between the Employer and the Union;

14.02 Part-Time Employees

- (a) The regular hours of work for Part-Time Employees:
  - (i) shall be up to seven (7) consecutive hours in any day;
  - (ii) shall be up to thirty-five (35) hours averaged over a seven (7) calendar day period.
  - (iii) there shall be two (2) consecutive days of rest; however, this provision may be altered by mutual agreement between the Employer and the Union.

3.2.2 Overtime

Amend Article 15.01(a), 15.02 and 15.03 as follows:

- 15.01 (a) Overtime is all time authorized by the Employer and worked by an Employee in excess of seven (7) hours per day, and/or more than thirty-five (35) hours averaged over a seven (7) calendar day period.
- 15.02 The overtime rate of two times (2X) the applicable basic rate of pay for all such overtime worked.
- 15.03 Where an Employee works overtime on a Named Holiday in accordance with Article 25, Named Holiday pay as outlined in Article 25.05 shall not apply for overtime hours worked. Pay for all overtime hours worked on a Named Holiday shall be at two and one half times (2 1/2X) her basic rate of pay.

3.2.3 Shift Differential

Amend Article 19.01 as follows:

- 19.01 A shift differential of one dollar and fifty-five cents (\$1.55) per hour will be paid to an Employee for each hour worked between sixteen thirty (1630) hours and zero eight thirty (0830) hours provided that greater than one (1) hour is worked between sixteen thirty (1630) and zero eight thirty (0830) hours. Such premium payment shall not be considered as part of the Employee's basic rate of pay.

3.2.4 Weekend Premium

Amend Article 20.01 as follows:

20.01 A weekend premium of one dollar and fifteen cents (\$1.15) per hour shall be paid, to an Employee working between sixteen thirty (1630) hours Friday and zero eight thirty (0830) hours on Monday provided that greater than one (1) hour is worked between sixteen thirty (1630) hours Friday and zero eight thirty (0830) hours on Monday. Such premium payment shall not be considered as part of the Employee's basic rate of pay.

3.2.5 On-Call Duty/Call-Back

Amend Article 22.02 as follows:

22.02 For each assigned hour of authorized on-call duty, a Regular Employee shall be paid:

- (a) on regularly scheduled days of work, the sum of one dollar and seventy-five cents (\$1.75) per hour; and
- (b) on scheduled days off and Named Holidays, the sum of two dollars and twenty-five cents (\$2.25) per hour. A Named Holiday or scheduled day off shall run from zero zero zero one (0001) hours on the Named Holiday or scheduled day off to twenty-four hundred (2400) hours of the same day.

3.2.6 Named Holidays

Amend Article 25.01, 25.10(b) and 25.11(b) as follows:

25.01 Any reference to Named Holidays in this Agreement applies to the following days:

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

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

- (a) the Municipal Government in which the base office is located;
- (b) the Province of Alberta; or

(c) the Government of Canada.

25.02 In addition to the foregoing Named Holidays, Full-Time Employees who are in the employ of the Employer on July 1, shall be granted one additional holiday as a “floater” holiday. The floater holiday will be scheduled by mutual agreement between the Employer and the Employee. If the holiday is not taken by the last day of December in any given year, it shall be paid out.

25.10 (b) Part-Time Employees shall be paid, five decimal two percent (5.2%) of their earnings paid at the basic rate of pay, in lieu of Named Holidays.

25.11 (b) Temporary Part-Time or Casual Employees shall be paid five decimal two percent (5.2%) of their earnings paid at the basic rate of pay, in lieu of Named Holidays.

### 3.2.7 Leaves of Absence

Amend Article 30.06 as follows:

30.06 The Employer shall grant leave of absence without loss of seniority to a Regular Employee who serves as a juror or witness in any court. The Employer shall pay such a Regular Employee the difference between her normal earnings and the payment she receives for services as a juror or court witness, excluding payment for traveling, meals, or other expenses. The Regular Employee will present proof of service and the amount of pay received.

### **ITEM 3: Red circling of Employees Affected by the Implementation of Salary Schedule**

3.3.1 An Employee who was in the employ of the Employer prior to the date of ratification of the Collective Agreement expiring March 31, 2001, and who, as a result of the implementation of the Salary Schedule of that Collective Agreement, or a subsequent classification review to apply this Salary Schedule, would have been moved to a lower basic rate of pay, shall have her current basic rate of pay maintained until the basic rate of pay in her classification in the Salary Schedule exceeds the basic rate of pay that the Employee is currently receiving.

**ITEM 4: Red circling of Employees Affected by the implementation of Article 26 -Vacations**

3.4.1 An Employee who is in the employ of the Employer prior to the date of ratification of the Collective Agreement expiring March 31, 2001, and who, as a result of the implementation of Article 26 of that agreement, would have their vacation entitlement changed to a lower rate, shall have her vacation entitlement maintained at her existing level of vacation, until the provisions of Article 26, exceeds their current vacation entitlement.

3.4.2 These provisions do not apply to Temporary and Casual Employees.

**ITEM 5: Earned Day Off Work Arrangement**

3.5.1 Full-Time Employees who were participating in an Earned Day Off hours of work arrangement prior to January 28, 1998 shall be eligible to continue to do so.

3.5.2 Participation in an Earned Day Off schedule is voluntary. An Employee who was participating in an Earned Day Off hours of work arrangement may withdraw from the Earned Day Off schedule by notifying her immediate supervisor.

3.5.3 An Employee who chooses to withdraw from an Earned Day Off hours of work arrangement shall not be eligible to resume an Earned Day Off schedule.

3.5.4. Any Employee hired after the date of ratification of this Collective Agreement will not have access to an Earned Day Off schedule.

**ITEM 6: Principle of Full-Time or Fuller Employment**

3.6.1 The Employer is committed to discuss the principle of Full-Time employment and/or fuller employment of Employees.

3.6.2 The Employer and the Union will meet within thirty (30) days of the signing of this Collective Agreement.

**ADDENDUM #4  
LOCAL CONDITIONS  
APPLICABLE TO THE CROSSROADS REGIONAL HEALTH AUTHORITY**

**ITEM 1: Classifications**

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

**1            2            3            4            5            6**

**Medical Support Group**

Add to Pay Grade 1:

Audiology Assistant  
Respite Worker

Add the following Pay Grade:

Registered Dental Assistant (Non IOP)

April 1, 2001	13.47	14.04	14.61	15.18	15.76	16.30
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**Other**

Custodian

April 1, 2001	10.13	10.70	11.28	11.91	12.56
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Custodian Coordinator

April 1, 2001	11.18	11.77	12.15	12.52	12.92	13.22
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**ITEM 2: The following articles of the Collective Agreement shall be amended as follows:**

4.2.1 Named Holidays

Amend Article 25.10(b) and 25.11(b) as follows:

25.10 (b) Part-Time Employees shall be paid, five decimal two percent (5.2%) of their earnings paid at the basic rate of pay, in lieu of Named Holidays.

25.11 (b) Temporary Part-Time or Casual Employees shall be paid five decimal two percent (5.2%) of their earnings paid at the basic rate of pay, in lieu of Named Holidays.

4.2.2 Leaves of Absence

Amend Article 30.06 as follows:

30.06 The Employer shall grant leave of absence without loss of seniority to a Regular Employee who serves as a juror or witness in any court. The Employer shall pay such a Regular Employee the difference between her normal earnings and the payment she receives for services as a juror or court witness, excluding payment for traveling, meals, or other expenses. The Regular Employee will present proof of service and the amount of pay received.

**ITEM 3: Hours of Work and 5-5-4 Earned Day Off Work Arrangements**

4.3.1 The Employees who are currently participating in a 5-5-4 earned day off work arrangement shall continue to work a 5-5-4 earned day off work arrangement until such time as they change status from Full-Time to Part-Time, or terminate employment with the Employer.

4.3.2 Participation in an Earned Day Off schedule is voluntary. An Employee who was participating in an Earned Day Off hours of work arrangement may withdraw from the Earned Day Off schedule by notifying her immediate supervisor.

4.3.3 An Employee who chooses to withdraw from an Earned Day Off hours of work arrangement shall not be eligible to resume an Earned Day Off schedule.

4.3.4 All provisions of the Collective Agreement that pertain to hours of work shall be deemed to be adjusted to accommodate the regular hours of work for the provisions of a 5-5-4 earned day off work arrangement. As a result any Employee on a 5-5-4 earned day off work arrangement will not receive greater entitlements than those Employees working under the main hours of work provisions.

4.3.5 Any Employee hired after the date of ratification of this Collective Agreement will not have access to an Earned Day Off schedule.

**ITEM 4: Implementation of the Clerical Salary Grid**

4.4.1 The following individuals shall retain their current classification reference of Administrative Support II. The provisions of 9(c) of the Letter of Understanding regarding the Implementation of the Clerical Support Grid shall apply to these individuals:

Marilyn Kynoch  
Maureen Lloyd  
Sandra Brisbois  
Donna Van Bruggen

Victoria Whitfield  
Shelly Sarnecki



**ADDENDUM #5  
LOCAL CONDITIONS  
APPLICABLE TO THE ASPEN REGIONAL HEALTH AUTHORITY**

**ITEM 1: Classifications**

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

**1            2            3            4            5            6            7            8**

**Clerical Support Group**

Data Entry Coordinator

April 1, 2001            15.06    16.56

Senior Secretary

April 1, 2001            15.51    17.05

**Medical Support Group**

Add to Pay Grade 2:

Mental Health Support Worker

**ITEM 2: The following articles of the Collective Agreement shall be amended as follows:**

5.2.1 Hours of Work

Amend Article 14.01 and 14.02(a) as follows:

**14.01 Full-Time Employees**

The regular hours of work for Full-Time and Temporary Full-Time Employees:

- (a) shall be seven (7) consecutive hours per day scheduled by the Employer to fall between the hours of 0700 and 2200 unless otherwise scheduled by the Employer to meet the public and/or Employer needs;
- (b) shall be seventy (70) hours averaged over a fourteen (14) calendar day period; and

- (c) there shall be two (2) consecutive days of rest; however, this provision may be altered by mutual agreement between the Employer and the Union;

14.02 Part-Time Employees

- (a) The regular hours of work for Part-Time Employees:
  - (i) shall be up to seven (7) consecutive hours in any day scheduled by the Employer to fall between the hours of 0700 and 2200 unless otherwise scheduled by the Employer to meet the public and/or Employer needs;
  - (ii) shall be up to seventy (70) hours averaged over a fourteen (14) calendar day period.
  - (iii) there shall be two (2) consecutive days of rest; however, this provision may be altered by mutual agreement between the Employer and the Union.

5.2.2 On-Call Duty/Call Back

Amend Article 22.05(b)(ii) as follows:

- 22.05 (b) (ii) four (4) hours at the basic rate of pay; whichever is greater.

5.2.3 Named Holidays

Amend Article 25.01, 25.02, 25.10(b) and 25.11(b) as follows:

25.01 Any reference to Named Holidays in this Agreement applies to the following days:

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	August Civic Holiday

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

- (a) the Municipal Government in which the base office is located;
- (b) the Province of Alberta; or
- (c) the Government of Canada.

25.02 In addition to the foregoing Named Holidays, Full-Time Employees who are in the employ of the Employer on July 1, shall be granted one additional holiday as “floater” holidays. The floater holiday will be scheduled by mutual agreement between the Employer and the Employee. If the holiday is not taken by the last day of December in any given year, it shall be paid out.

25.10 (b) Part-Time Employees shall be paid, five decimal two percent (5.2%) of their earnings paid at the basic rate of pay, in lieu of Named Holidays.

25.11 (b) Temporary Part-Time or Casual Employees shall be paid five decimal two percent (5.2%) of their earnings paid at the basic rate of pay, in lieu of Named Holidays.

**ITEM 3: Sick Leave**

5.3.1 It is agreed and understood that Debbie Bennett has sick leave credits beyond one hundred and twenty (120) days as of April 1, 2001 and shall be entitled to maintain and utilize such credits. She will not accrue additional credits until the sick leave bank drops below one hundred and twenty (120) days, at which time the Employee will earn credits in accordance with Article 28.

**ITEM 4: 5-5-4 Work Schedule**

5.4.1 It is agreed and understood that the following Employees: Marilyn York, Simone Reid and Barb Gray will continue to have the option of working the 5-5-4 Work Schedule.

5.4.2 The above Employees working the 5-5-4 system shall be entitled to overtime in accordance with Article 15, Overtime with the following modification:

Overtime is all time authorized by the Employer and worked by an Employee in excess of seven and one-half (7 1/2) hours per day or thirty seven and one-half (37 1/2) hours in weeks containing five (5) work days and in excess of thirty (30) hours in weeks containing four (4) work days.

**ITEM 5: Red Circling of Vacation Entitlements for Listed Employees**

5.5.1 Theresa Webb will receive the vacation entitlement listed below, which exceeds the vacation entitlement that she would receive under Article 26. She will continue to receive the vacation entitlement listed below until the vacation entitlement she would earn under Article 26 exceeds the vacation entitlement that she will receive under this paragraph, after which time she shall receive and earn vacation entitlement under Article 26.

<u>Name of Employee</u>	<u>Vacation Entitlement</u>
Theresa Webb	25 days

**ITEM 6: Part-Time Employees – Vacation with Pay Option**

5.6.1 Part-Time Employees shall have the option to be paid their vacation entitlements in one of the following:

- (a) Vacation entitlement and Vacation Pay as per Article 26 of the current Collective Agreement; or
- (b) Employees shall have the option of taking their vacation with pay, which has been earned in accordance with Article 26 of the current Collective Agreement.

5.6.2 Employees shall choose either Option (a) or (b) within two months of the date of ratification of this agreement.

**ADDENDUM #6  
LOCAL CONDITIONS  
APPLICABLE TO THE LAKELAND REGIONAL HEALTH AUTHORITY**

**ITEM 1: Classifications**

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

**1      2      3      4      5      6      7      8**

**Professional\Technical Group**

**Early Intervention Consultant**

April 1, 2001	20.08	20.77	21.51	22.27	23.06	23.90	24.73	25.60
August 1, 2001	20.58	21.29	22.05	22.83	23.64	24.49	25.35	26.64

**Dental Hygienist (Diploma)**

April 1, 2001	19.30	19.96	20.68	21.40	22.15	22.96	23.78	24.53
August 1, 2001	19.78	20.46	21.19	21.94	22.71	23.54	24.38	25.15

**Dental Hygienist (Degree)**

April 1, 2001	21.36	22.19	23.03	23.86	24.72	25.56	26.41	27.25
August 1, 2001	21.89	22.75	23.60	24.46	25.34	26.20	27.07	27.93

**Public Health Inspector**

April 1, 2001	22.02	22.78	23.65	24.51	25.41	26.35	27.35	28.30
August 1, 2001	22.57	23.35	24.24	25.12	26.05	27.01	28.03	29.01

**Occupational Therapist  
Physical Therapist  
Social Worker (Degree)**

April 1, 2001	21.80	22.56	23.43	24.28	25.17	26.10	27.08	28.03
August 1, 2001	22.35	23.12	24.01	24.88	25.80	26.75	27.76	28.73

**Speech Pathologist**

April 1, 2001	23.26	24.13	24.98	25.91	26.85	27.84	28.84	29.87
August 1, 2001	23.84	24.73	25.60	26.56	27.52	28.54	29.56	30.61

<b>Homemaker Support Group</b>
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Homemaker

April 1, 2001	9.93	10.34	10.75	11.19	11.64
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<b>Other</b>
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**Maintenance**

April 1, 2001	12.82	14.00
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**ITEM 2: The following articles of the Collective Agreement shall be amended as follows:**

**6.2.1 Hours of Work**

Amend Article 14.01 and 14.02(a) as follows:

**14.01 Full-Time Employees**

The regular hours of work for Full-Time and Temporary Full-Time Employees shall be:

- (a) seven point seven five (7.75) consecutive hours per day.
- (b) thirty-eight point seven five (38.75) hours per week averaged over one (1) complete cycle of the shift schedule.
- (c) there shall be two (2) consecutive days of rest; however, this provision may be altered by mutual agreement between the Employer and the Union;

**14.02 Part-Time Employees**

- (a) The regular hours of work for Part-Time Employees:
  - (i) shall be up to seven point seven five (7.75) consecutive hours in any day;
  - (ii) shall be up to thirty-eight point seven five (38.75) hours average over one (1) complete cycle of the shift schedule;
  - (iii) there shall be two (2) consecutive days of rest; however, this provision may be altered by mutual agreement between the Employer and the Union.

6.2.2 Overtime

Amend Article 15.01(a) as follows:

15.01 (a) Overtime is all time authorized by the Employer and worked by an Employee in excess of seven point seven five (7.75) hours per day, and/or more than seventy-seven point five (77.5) hours averaged over a fourteen (14) calendar day period.

6.2.3 Salaries

Amend Article 16.02(b) as follows:

(b) in the case of a Part-Time Employee, she shall be entitled to an increment upon completion of two thousand twenty-two point seven five seven (2022.75) hours worked.

6.2.4 Recognition of Previous Service

Amend Article 17.01(c) as follows:

(c) previous job specific experience must accumulate to two thousand and twenty-two decimal seven five (2,022.75) hours before an increment is granted. In calculating recognition under Article 17.01(b) above, a partial year shall be credited towards the next increment in the salary schedule.

6.2.5 Named Holidays

Amend Article 25.10 and 25.11(b) as follows:

25.10 Part-Time Employees

(a) A Part-Time Employee who works on a Named Holiday (not the designated day off in lieu as per Article 25.08) shall be paid the rate of one and one-half times (1 1/2X) her basic rate of pay for all hours worked up to seven point seven five (7.75) hours.

(b) Part-Time Employees shall be paid, five decimal two percent (5.2%) of their earnings paid at the basic rate of pay, in lieu of Named Holidays.

25.11 (b) Temporary Part-Time or Casual Employees shall be paid five decimal two percent (5.2%) of their earnings paid at the basic rate of pay, in lieu of Named Holidays.

6.2.6

Vacations

Amend Articles 26.01(b), 26.03, 26.04 and 26.05 as follows:

26.01 (b) "hours worked" means only those hours of work at the basic rate of pay and on a Named Holiday to a maximum of seven and three quarter (7 3/4) hour.

26.03 Vacation Entitlement for Full-Time Employees

During each year of continuous service with the Employer, a Regular Full-Time Employee shall earn entitlement to a vacation with pay. The rate of at which such entitlement is earned shall be determined by the length of such service as follows:

- (a) during the first (1<sup>st</sup>) year of such employment an Employee earns a vacation of fifteen (15) working days; or
- (b) during the second (2<sup>nd</sup>) to and including the sixth (6<sup>th</sup>) years of such employment an Employee earns a vacation of twenty (20) working days; or
- (c) during the seventh (7<sup>th</sup>) to fourteenth (14<sup>th</sup>) years of such employment an Employee earns a vacation of twenty-five (25) working days; or
- (d) during the fifteenth (15<sup>th</sup>) and subsequent years of such employment an Employee earns a vacation of thirty (30) working days.

26.04 Vacation Entitlement for Part-Time Employees

During each year of continuous service with the Employer, a Regular Part-Time Employee shall earn vacation with pay calculated in hours in accordance with the following formula:

Hours worked as a Regular Employee	X	The applicable % outlined below	=	Number of hours of paid vacation time to be taken
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- (a) six percent (6%) during the first (1<sup>st</sup>) year of such employment; or
- (b) eight percent (8%) during the second (2<sup>nd</sup>) to (6<sup>th</sup>) employment years; or
- (c) ten percent (10%) during the seventh (7<sup>th</sup>) to fourteenth (14<sup>th</sup>) employment years; or



- (d) twelve percent (12%) during the fifteenth (15<sup>th</sup>) and subsequent employment years.

26.05 When an Employee becomes ill while on scheduled vacation, the Employee will be granted sick leave upon submission of a medical certificate and the days designated in the certificate shall be re-instated into the Employee's vacation bank.

**ITEM 3: Hours of Work and 5-5-4 Earned Day Off Work Arrangements**

6.3.1 For Employees working a 5-5-4 arrangement as of date of ratification, the following provisions shall apply:

- (a) The regular hours of work shall be thirty-eight point seven five (38.75) hours per week averaged over a three (3) week period;
- (b) Eight hours and twenty minutes per day for fourteen (14) days during a three (3) week cycle resulting in an earned day off every third (3<sup>rd</sup>) week (5-5-4);
- (c) The earned day off shall be taken as mutually agreed between the Employer and the Employee.
- (d) Employees currently not working a 5-5-4 arrangement and new Employees shall not be eligible to enter into a 5-5-4 arrangement.

**ITEM 4: Part-Time Employees – Vacation with Pay Option**

6.4.1 Part-Time Employees shall have the option to be paid their vacation entitlements in one of the following:

- (a) Vacation entitlement and Vacation Pay as per Article 26 of the current Collective Agreement; or
- (b) Employees shall have the option of taking their vacation with pay, which has been earned in accordance with Article 26 of the current Collective Agreement.

6.4.2 Employees shall choose either Option (a) or (b) within two months of the date of ratification of this agreement.

**ADDENDUM #7  
LOCAL CONDITIONS  
APPLICABLE TO THE PEACE HEALTH REGION**

**ITEM 1: Classifications**

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

**1      2      3      4      5      6      7      8**

**Clerical Support Group**

**Pay Grade 1**

Receptionist

April 1, 2001      11.22    11.57    11.93    12.30    12.68    13.07

**Pay Grade 2**

Secretary  
Central Records Officer

April 1, 2001      12.95    13.35    13.76    14.19    14.62    15.08

**Pay Grade 3**

Resource Technician

April 1, 2001      13.61    14.02    14.44    14.87    15.32    15.78

Volunteer Coordinator

April 1, 2001      14.25    14.52    14.79    15.06    15.33    15.64

**Medical Support Group**

Add the following pay grades to the Medical Support Group:

Personal Support Team Leader

April 1, 2001      14.01    14.60    15.20    15.79    16.39    16.95

August 1, 2001      14.57    15.19    15.80    16.42    17.04    17.63

Registered Dental Assistant (Non IOP)

April 1, 2001                    13.48    14.01    14.56    15.09    15.65    16.19

**ITEM 2:     The following articles of the Collective Agreement shall be amended as follows:**

**7.2.1        Named Holidays**

Amend Article 25.10(b) and 25.11(b) as follows:

25.10 (b)    Part-Time Employees shall be paid, five decimal two percent (5.2%) of their earnings paid at the basic rate of pay, in lieu of Named Holidays.

25.11 (b)    Temporary Part-Time or Casual Employees shall be paid five decimal two percent (5.2%) of their earnings paid at the basic rate of pay, in lieu of Named Holidays.

**7.2.2        Leaves of Absence**

Amend Article 30.06 as follows:

30.06    The Employer shall grant leave of absence without loss of seniority to a Regular Employee who serves as a juror or witness in any court. The Employer shall pay such a Regular Employee the difference between her normal earnings and the payment she receives for services as a juror or court witness, excluding payment for traveling, meals, or other expenses. The Regular Employee will present proof of service and the amount of pay received.

**7.2.3        Amend Article 30 to add:**

**30.10    Public Office**

(a)    The Employer recognizes the right of a Regular Employee to participate in public affairs. Therefore, upon written request, the Employer shall allow leave of absence without pay so that a Regular Employee may be a candidate in federal, provincial or municipal elections.

(b)    Regular Employees who are elected to public office shall be allowed leave of absence without pay but with no loss of seniority during their term of office.”

**ITEM 3: Recognition Payment to Personal Support Team Leaders**

- 7.3.1 Employees employed as Personal Support Team Leaders in the Peace Health Region assume additional responsibilities.
- 7.3.2 Effective April 1, 2001, in recognition of these additional responsibilities, an Employee employed as Personal Support Team Leader, shall be paid a sum of \$200.00 per month in addition to her regular salary. This additional sum shall not form part of the Employee's basic rate of pay.
- 7.3.3 This additional sum shall not be paid for any month on which the Employee is:
- (a) on a leave of absence without pay which is in excess of thirty (30) calendar days; or
  - (b) an absence while in receipt of disability insurance or Workers' Compensation benefits which is in excess of thirty (30) calendar days.
- 7.3.4 The additional sum shall form part of an Employee's basic monthly income for the purpose of calculating an Employee's pensionable income and insurable income for Workers' Compensation Benefits and Long Term Disability benefits.

**ITEM 4: Red Circling of Employees Affected by the Implementation of Article 19 – Annual Vacation**

- 7.4.1 An Employee who is in the employ of the Employer prior to the date of ratification of the Collective Agreement expiring March 31, 2001, and who, as a result of the implementation of Article 19: Annual Vacation in that agreement, would have their vacation entitlement changed to a lower rate, shall have her vacation entitlement maintained at her existing level of vacation, until the provisions of Article 26, Vacation, exceeds their current vacation entitlement.

**ITEM 5: Red Circling of Employees Affected by the Implementation of the Salary Schedule**

- 7.5.1 An Employee who is in the employ of the Employer prior to the date of ratification of the Collective Agreement expiring March 31, 2001 and who, as a result of the implementation of the salary schedule attached to that Collective Agreement, would have been moved to a lower basic rate of pay, shall have her previous basic rate of pay maintained until the basic rate of pay in her classification in the salaries schedule exceeds the basic rate of pay that the Employee is currently receiving.

**ITEM 6: Review of Personal Support Team Leader Position**

- 7.6.1 Within ninety (90) days of the ratification of this Collective Agreement, the Employer agrees to undertake a review of the Personal Support Team Leader Position, including a review of the expectations related to the additional responsibilities to be assumed and the recognition payment associated with these responsibilities.
- 7.6.2 Employees in receipt of the two hundred dollar (\$200.00) per month recognition payment as of the date of the ratification of this Collective Agreement shall continue to at least receive this allowance until March 31, 2002 regardless of the outcome of the review.

**ADDENDUM #8  
LOCAL CONDITIONS  
APPLICABLE TO THE KEEWEETINOK LAKES REGIONAL HEALTH  
AUTHORITY**

**ITEM 1: Classifications**

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

**1            2            3            4            5            6            7            8**

**Clerical Support Group**

**Pay Grade 1**

Receptionist

April 1, 2001	11.22	11.57	11.93	12.30	12.68	13.07
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**Pay Grade 2**

Secretary

April 1, 2001	12.95	13.35	13.76	14.19	14.62	15.08
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**Pay Grade 3**

Resource Technician

April 1, 2001	13.61	14.02	14.44	14.87	15.32	15.78
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**Medical Support Group**

Add to pay grade 2:

Speech Language Assistant

**Professional\Technical Group**

Registered Dental Assistant

April 1, 2001	15.80	16.32	16.85	17.42	17.99	18.60
August 1, 2001	16.19	16.73	17.27	17.86	18.44	19.06

**Early Intervention Program Worker (Diploma)**

<b>April 1, 2001</b>	<b>18.53</b>	<b>19.18</b>	<b>19.92</b>	<b>20.63</b>	<b>21.41</b>	<b>22.18</b>	<b>22.98</b>	<b>23.78</b>
<b>August 1, 2001</b>	<b>18.99</b>	<b>19.66</b>	<b>20.42</b>	<b>21.15</b>	<b>21.95</b>	<b>22.74</b>	<b>23.56</b>	<b>24.38</b>

**Dental Hygienist**

<b>April 1, 2001</b>	<b>21.36</b>	<b>22.19</b>	<b>23.03</b>	<b>23.86</b>	<b>24.72</b>	<b>25.56</b>	<b>26.41</b>	<b>27.25</b>
<b>August 1, 2001</b>	<b>21.89</b>	<b>22.75</b>	<b>23.60</b>	<b>24.46</b>	<b>25.34</b>	<b>26.20</b>	<b>27.07</b>	<b>27.93</b>

**Early Intervention Program Worker (Degree)**

<b>April 1, 2001</b>	<b>20.08</b>	<b>20.77</b>	<b>21.51</b>	<b>22.27</b>	<b>23.06</b>	<b>23.90</b>	<b>24.73</b>	<b>25.60</b>
<b>August 1, 2001</b>	<b>20.58</b>	<b>21.29</b>	<b>22.05</b>	<b>22.83</b>	<b>23.64</b>	<b>24.49</b>	<b>25.35</b>	<b>26.64</b>

**Public Health Inspector**

<b>April 1, 2001</b>	<b>22.02</b>	<b>22.78</b>	<b>23.65</b>	<b>24.51</b>	<b>25.41</b>	<b>26.35</b>	<b>27.35</b>	<b>28.30</b>
<b>August 1, 2001</b>	<b>22.57</b>	<b>23.35</b>	<b>24.24</b>	<b>25.12</b>	<b>26.05</b>	<b>27.01</b>	<b>28.03</b>	<b>29.01</b>

**Occupational Therapist  
Physical Therapist**

<b>April 1, 2001</b>	<b>21.80</b>	<b>22.56</b>	<b>23.43</b>	<b>24.28</b>	<b>25.17</b>	<b>26.10</b>	<b>27.08</b>	<b>28.03</b>
<b>August 1, 2001</b>	<b>22.34</b>	<b>23.12</b>	<b>24.02</b>	<b>24.88</b>	<b>25.80</b>	<b>26.76</b>	<b>27.76</b>	<b>28.73</b>

**Nutrition/Health Promotion Educator  
Sexuality Educator**

<b>April 1, 2001</b>	<b>21.80</b>	<b>22.56</b>	<b>23.43</b>	<b>24.28</b>	<b>25.17</b>	<b>26.10</b>	<b>27.08</b>	<b>28.03</b>
<b>August 1, 2001</b>	<b>22.35</b>	<b>23.12</b>	<b>24.01</b>	<b>24.88</b>	<b>25.80</b>	<b>26.75</b>	<b>27.76</b>	<b>28.73</b>

**Occupational Therapist II  
Speech Pathologist I**

<b>April 1, 2001</b>	<b>23.26</b>	<b>24.13</b>	<b>24.98</b>	<b>25.91</b>	<b>26.85</b>	<b>27.84</b>	<b>28.84</b>	<b>29.87</b>
<b>August 1, 2001</b>	<b>23.84</b>	<b>24.73</b>	<b>25.60</b>	<b>26.56</b>	<b>27.52</b>	<b>28.54</b>	<b>29.56</b>	<b>30.61</b>

**Speech Pathologist II**

<b>April 1, 2001</b>	<b>24.54</b>	<b>25.45</b>	<b>26.34</b>	<b>27.35</b>	<b>28.34</b>	<b>29.35</b>	<b>30.42</b>	<b>31.49</b>
<b>August 1, 2001</b>	<b>25.16</b>	<b>26.09</b>	<b>27.00</b>	<b>28.04</b>	<b>29.05</b>	<b>30.08</b>	<b>31.18</b>	<b>32.28</b>

**ITEM 2: The following articles of the Collective Agreement shall be amended as follows:**

**8.2.1 Named Holidays**

Amend Article 25.10(b) and 25.11(b) as follows:

25.10 (b) Part-Time Employees shall be paid, five decimal two percent (5.2%) of their earnings paid at the basic rate of pay, in lieu of Named Holidays.

25.11 (b) Temporary Part-Time or Casual Employees shall be paid five decimal two percent (5.2%) of their earnings paid at the basic rate of pay, in lieu of Named Holidays.

**8.2.2 Leaves of Absence**

Amend Article 30.06 as follows:

30.06 The Employer shall grant leave of absence without loss of seniority to a Regular Employee who serves as a juror or witness in any court. The Employer shall pay such a Regular Employee the difference between her normal earnings and the payment she receives for services as a juror or court witness, excluding payment for traveling, meals, or other expenses. The Regular Employee will present proof of service and the amount of pay received.

**8.2.3 Amend Article 30 to add:**

**30.11 Public Office**

(a) The Employer recognizes the right of a Regular Employee to participate in public affairs. Therefore, upon written request, the Employer shall allow leave of absence without pay so that a Regular Employee may be a candidate in federal, provincial or municipal elections.

(b) Regular Employees who are elected to public office shall be allowed leave of absence without pay but with no loss of seniority during their term of office.



**ITEM 3: Red Circling of Employees Affected by the Implementation of Article 19 – Annual Vacation**

8.3.1 An Employee employed prior to the date of ratification of the Collective Agreement expiring March 31, 2001 and who, as a result of the implementation of Article 19, Annual Vacation, of that agreement, would have their vacation entitlement changed to a lower rate, shall have her vacation entitlement maintained at her existing level of vacation, until the provisions of Article 26, Vacation, exceeds their current vacation entitlement.

**ITEM 4: Red Circling of Employees Affected by the Implementation of the Salary Schedule**

8.4.1 An Employee employed prior to the date of ratification of the Collective Agreement expiring March 31, 2001 and who, as a result of the implementation of the salary schedule attached to that Collective Agreement, would have been moved to a lower basic rate of pay, shall have her previous basic rate of pay maintained until the basic rate of pay in her classification in the salaries schedule exceeds the basic rate of pay that the Employee is currently receiving.

**ITEM 5: Terre Kada**

8.5.1 Terre Kada shall be employed in the classification of Communication Development Worker and shall have the following salary grid:

	<b>1</b>	<b>2</b>	<b>3</b>	<b>4</b>	<b>5</b>	<b>6</b>
Effective						
April 1, 2001	15.69	16.32	16.84	17.42	17.99	18.59
August 1, 2001	16.19	16.73	17.27	17.86	18.44	19.06

8.5.2 Subject to Article 33, Layoff and Recall, for as long as she is employed with the Employer, Terre Kada shall continue to be employed in the classification of Communication Development Worker. Once Terre Kada is no longer employed with the Employer, the classification of Communication Development Worker will no longer exist.

8.5.3 No other Employee will be eligible to be employed in the classification of Communication Development Worker.

8.5.4 An Employee employed in a classification other than Communication Development Worker shall not be entitled to initiate a classification review under Article 13 to be reclassified to the Communication Development Worker classification.

**ITEM 6: Public Health Inspectors**

Within ninety (90) days of the date of ratification of this Agreement, the Employer agrees to meet on a local basis to discuss rates of pay for the Public Health Inspectors.

## APPENDIX A

This Collective Agreement applies to the following: (the names that appear below in no way alter or affect the application, jurisdiction, description or legal name that appears in the Alberta Labour Relations Board certificates defining bargaining units)

Aspen Regional Health Authority #11	All Employees described in Certificate # 172-97
Crossroads Regional Health Authority	All Employees described in Certificate # 33-97
East Central Regional Health Authority	All Employees described in Certificate # 65-99
Headwaters Regional Health Authority	All Employees described in Certificate #190-96
Keeweenok Lakes Regional Health Authority #15	All Employees described in Certificate # 231-96
Keeweenok Lakes Regional Health Authority #15	All Employees described in Certificate # 232-96
Lakeland Regional Health Authority	All Employees described in Certificate # 187-99
Lakeland Regional Health Authority	All Employees described in Certificate # 92-96
Lakeland Regional Health Authority	All Employees described in Certificate # 16-97
Lakeland Regional Health Authority	All Employees described in Certificate # 17-97
Peace Regional Health Authority	All Employees described in Certificate # 63-96
Westview Regional Health Authority	All Employees described in Certificate # 47-97

## **APPENDIX B**

**This Collective Agreement applies to the following: (the names that appear below in no way alter or affect the application, jurisdiction, description or legal name that appears in the Alberta Labour Relations Board certificates defining bargaining units)**

<b>Local 057 Chapter 002</b>	<b>Community Health Support</b>
<b>Local 057 Chapter 004</b>	<b>Community Health Support</b>
<b>Local 057 Chapter 007</b>	<b>Community Health Support</b>
<b>Local 057 Chapter 012</b>	<b>Community Health Support</b>
<b>Local 057 Chapter 019</b>	<b>Community Health Support</b>
<b>Local 057 Chapter 020</b>	<b>Community Health Support</b>
<b>Local 057 Chapter 020</b>	<b>Community Health Professional or Technical</b>
<b>Local 058 Chapter 009</b>	<b>Community Health Support</b>
<b>Local 058 Chapter 012</b>	<b>Community Health Support</b>
<b>Local 058 Chapter 014</b>	<b>Community Health Professional or Technical</b>
<b>Local 058 Chapter 014</b>	<b>Community Health Support</b>
<b>Local 058 Chapter 019</b>	<b>Community Health Support</b>