

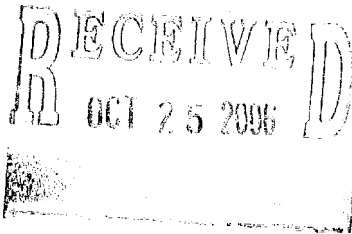
**Multi-Employer  
Collective Agreement**

**Between**

**Alberta Union of Provincial Employees**

**and**

**HBA Services\***



**Expires March 31, 2008**

**Auxiliary Nursing**

\* on behalf of:

Chinook Health, Palliser Health Region, David Thompson Health Region, East Central Health, Capital Health, Aspen Regional Health, Peace Country Health, Northern Lights Health Region, Coaldale Health Care Centre, Mineral Springs Hospital, Banff, Our Lady of the Rosary Hospital, Castor, St. Mary's Health Care Centre, Trochu, Killam General Hospital, Lamont Health Care Centre, St. Joseph's General Hospital, St. Mary's Hospital, Camrose, Grey Nuns Hospital (Community Health Centre) and the Edmonton General Hospital, Misericordia Hospital (Community Health), and Bonnyville Health Centre

12475 (03)

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COLLECTIVE AGREEMENT made this \_\_\_\_ day of \_\_\_\_\_, 2006.

BETWEEN

\_\_\_\_\_  
(hereinafter referred to as the "Employer")

OF THE FIRST PART

AND

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

OF THE SECOND PART

### **PREAMBLE**

WHEREAS the Parties are mutually desirous of entering into a Collective Agreement setting forth rates of pay, hours of work, and other terms and conditions of employment.

NOW THEREFORE THIS COLLECTIVE AGREEMENT WITNESSETH:

### **ARTICLE 1**

#### **TERM OF COLLECTIVE AGREEMENT**

- 1.01 Except where otherwise stated in this Collective Agreement, this Collective Agreement, including appendices hereto unless altered by mutual consent of both Parties hereto, shall be in force and effect from and after the date upon which the Union and HBA Services exchange notice of ratification by their principals of the terms of this Collective Agreement, **up** to and including March 31, 2008 and from year to year thereafter unless amended or terminated. Notification of desire to amend or terminate may be given, in writing, by either Party to the other Party not less than sixty (60) days nor more than one hundred twenty (120) days prior to the expiration of its desire to amend this Collective Agreement.
- 1.02 Where notice is served by either Party to commence collective bargaining, this Collective Agreement shall continue in full force and effect until a new Collective Agreement has been executed.
- 1.03 In the event that any law passed by the Government of Alberta, or Canada renders null and void any provisions of this Collective Agreement, the remaining provisions shall remain in effect for the term of the Collective Agreement.



## **ARTICLE 2**

### **DEFINITIONS**

- 2.01 "Code" means the *Labour Relations Code*, as amended from time to time.
- 2.02 "Arbitration" shall take meaning from the section of the *Code* dealing with the resolution of a difference.
- 2.03 "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.
- 2.04 "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.
- 2.05 "Continuous Service" shall mean the period of employment commencing on the latest date of employment within the bargaining unit that is not interrupted by termination or dismissal.
- 2.06 "Employee" shall mean a person covered by this Collective Agreement and employed by the Employer. At the time of hire the employment status of each Employee shall be determined in accordance with the following:
- (a) "Regular Employee" is one who works on a full-time or part-time basis on regularly scheduled shifts of a continuing nature:
    - (i) "Full-time Employee" is one who is regularly scheduled to work the full specified hours in Article 12A: Hours of Work (for facility employees) and Article 12B: Hours of Work (for community and mental health clinic employees) of this Collective Agreement;
    - (ii) "Part-time Employee" is one who is regularly scheduled for less than the normal hours specified in Article 12A: Hours of Work (for facility employees) and Article 12B: Hours of Work (for community and mental health clinic employees) of this Collective Agreement.
  - (b) "Casual Employee" is one who:
    - (i) is regularly scheduled for a period of three (3) months or less for a specific job; or
    - (ii) relieves for absences the duration of which is three (3) months or less; or
    - (iii) works on a call-in basis and is not regularly scheduled.

- (c) "Temporary Employee" is one who is hired on a temporary basis for a full-time or part-time position:
- (i) for a specific job of more than three (3) months but less than six (6) months. A request by the Employer to extend the time limit shall not be unreasonably denied; or
  - (ii) to replace a Full-time or Part-time Employee who is on 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.

Alteration of employment status thereafter will be regulated by the terms of this Collective Agreement.

- 2.07 "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.
- 2.08 Feminine Gender shall mean and include the masculine and similarly, the singular shall include the plural and vice-versa, as applicable.
- 2.09 "Site" shall mean the building(s), as designated by the Employer, at or out of which an Employee works.
- 2.10 "Registration" shall take meaning from the *Health Professions Act R.S.A. 2000, c. H-7* as amended. Registration is not membership in the Union.
- 2.11 "Shift" shall mean a daily tour of duty of not less than three (3) consecutive hours, excluding overtime hours.
- 2.12 "Shift Cycle" means the period of time when the shift schedule repeats itself. In those instances where the schedule does not repeat itself, the term "Shift Cycle" shall be understood to mean a period of time not exceeding twelve (12) weeks.
- 2.13 For the purpose of applying the terms of this Collective Agreement, time worked shall be deemed to have been worked on the day on which the majority of hours of the shift fall.
- 2.14 "Union Representative" means a representative from the Union authorized by the Union to act on behalf of an Employee.
- 2.15 "Local" means a Local of AUPE.
- 2.16 "Bargaining Unit" shall mean the unit of Employees as described on the Labour Relations Board Certificate or the Voluntary Recognition Agreement.
- 2.17 "Ambulance" shall include any vehicle or conveyance used for ambulance duty.

**ARTICLE 3**

**RECOGNITION**

- 3.01 The Employer acknowledges that when duly certified as the bargaining agent for Employees described in the certificate issued by the Alberta Labour Relations Board, the Union has exclusive authority to bargain collectively on behalf of the Employees in the unit for which it is certified and to bind them by a Collective Agreement.
- 3.02 When voluntarily recognized by the Employer, the Union shall have exclusive authority to bargain collectively on behalf of the Employees in the unit composed of those Employees employed in employment classifications identified in the Salaries Schedule appended hereto, and to bind them by a Collective Agreement.
- 3.03 No Employee shall be required or permitted to make any written or verbal agreement which may be in conflict with this Collective Agreement.
- 3.04 (a) For the purposes of this Collective Agreement, the Union will be represented by its properly appointed officers. The Union shall provide the Employer with a current list of the officers' names.
- (b) The Employer shall grant Union Representatives access to its premises for Union business subject to the approval of the Director of Human Resources or her designate.
- 3.05 Union membership meetings may be held on Employer premises subject to the approval of the Employer.

**ARTICLE 4**

**UNION MEMBERSHIP AND DUES DEDUCTION**

- 4.01 An Employee shall have the right to wear or display the recognized insignia of the Union, however, no such insignia larger than a lapel pin shall be worn while on duty and no lapel pin shall be worn while in nurseries. No Union insignia shall be displayed on the Employer's equipment or sites.
- 4.02 (a) Membership in the Union is voluntary.
- (b) All Employees have the right:
- (i) to be members of the Union and to participate in its lawful activities;
- (ii) to bargain collectively with the Employer through the Union.

- 4.03 The Employer will, as a condition of employment, deduct from the earnings of each Employee covered by this Collective Agreement an amount equal to the dues as determined by the Union.
- 4.04 Consistent with the payroll system of the Employer, the Union will advise the Employer of the amount of its membership dues. An amount equal to said membership dues will be deducted from each Employee at the prescribed rate and remitted to the Union not later than the fifteenth (15<sup>th</sup>) of the month following. The remittance shall be accompanied by a list specifying the following:
- (a) the Employee's name;
  - (b) mailing address;
  - (c) classification;
  - (d) site(s);
  - (e) status;
  - (f) hourly rate of pay;
  - (g) the amount of deduction **for** each Employee;
  - (h) the Employee's gross pay; and
  - (i) long term absence status (where applicable).
- 4.05 The dues structure of the Union shall be on a percentage basis and the Union shall give not less than thirty (30) days notice of any change in the rate at which dues are to be deducted. Any change in the amount of deductions shall be implemented by the Employer at the next possible pay period following expiry of the notice period.
- 4.06 Where an accounting adjustment is necessary to correct an over or under payment of dues, it shall be effected in the succeeding month.
- 4.07 The Employer shall indicate the dues deducted and enter the amount on the T-4 slip supplied to the Employee.

## **ARTICLE 5**

### **MANAGEMENT RIGHTS**

- 5.01 The Employer retains all rights not otherwise abrogated or restricted in this Collective Agreement.
- 5.02 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, efficiency and to 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;
- (b) 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;
- (c) hire, promote, transfer, layoff and recall Employees;
- (d) demote, discipline, suspend or discharge for just cause.

## **ARTICLE 6**

### **NO DISCRIMINATION**

- 6.01 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 orientation, 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 Collective Agreement or any law of Canada or Alberta.
- 6.02 Article 6.01 shall not apply with respect to a refusal, limitation, specification or preference based on a *bona fide* occupational requirement.

## **ARTICLE 7**

### **IN-SERVICE PROGRAMS**

- 7.01
- (a) The parties to this Collective Agreement recognize the value of continuing in-service education for Employees in the nursing profession and that the responsibility for such continuing education lies, not only with the individual, but also with the Employer. For the purpose of this Article, the term "in-service" includes: orientation, acquisition and maintenance of essential skills, and other programs which may be offered by the Employer.
  - (b) The Employer reserves the right to identify specific in-service sessions as being compulsory for Employees and those required to attend such sessions shall be paid at the applicable rate of pay for attendance. The following in-service programs shall be compulsory and shall be provided to Employees on an annual basis:
    - (i) CPR (when established by the Employer as a mandatory qualification);

- (ii) fire, evacuation and disaster procedures; and
- (iii) proper lifting and prevention of back injuries.
- (c) Employees who, with prior approval of their supervisor, attend in-service programs which are not identified as compulsory by the Employer shall suffer no loss of regular earnings for attending such programs.
- (d) An Employee who is required by the Employer to attend in-service programs or staff meetings, shall be entitled to required course materials and registration fees, and the provisions of Article 21: Transportation and Subsistence, if applicable.
- (e) The Employer shall make available:
  - (i) an annual in-service on the prevention and management of staff abuse;
  - (ii) an in-service on management of aggressive behavior, as deemed appropriate by the Employer; and
  - (iii) other education programs, as deemed appropriate by the Employer for the purpose of maintaining proficiency.
- (f) The Employer shall make available in each site no fewer than five (5) current nursing journals. For the purposes of this provision, "available" includes, but is not limited to, journals made available in print, electronically, and through library circulation.

## **ARTICLE 8**

### **PROBATIONARY PERIOD/ORIENTATION**

- 8.01
- (a) An Employee shall serve a single probationary period of five hundred three and three-quarter (503 3/4) hours worked for each period of continuous employment not interrupted by termination or dismissal. In the case of Part-time, Temporary, or Casual Employees who upon completion of six (6) calendar months employment and who have not completed five hundred three and three-quarter (503 3/4) hours, their probationary period shall be deemed to have been completed.
  - (b) The probationary period may be extended for a period up to an additional five hundred three and three-quarter (503 3/4) hours worked, by consent of the Union.
  - (c) During the probationary period, the Employee may be terminated for any reason, without notice or pay in lieu of notice, except as may be provided by the provisions of the Alberta *Employment Standards Code*.

(d) The Employer shall provide a reason for the termination to the Employee, and the Employee shall not have recourse to the grievance procedure set out in this Collective Agreement with respect to termination.

8.02 Subject to Article 10: Performance Appraisals, the Employer shall provide a performance appraisal of each probationary Employee at least once during her probationary period.

8.03 The Employer shall provide a paid orientation for all Employees, including:

(a) orientation for each shift pattern (days, and/or evenings, and/or nights) that the Employer assigns the Employee to work; and

(b) an orientation to the site and/or Employer organization;

as determined by the Employer.

8.04 A representative of the Union shall have the right to make a presentation of up to forty-five (45) minutes during the paid orientation of new Employees. Attendance at the presentation shall not be compulsory.

8.05 Additional orientation requested by an Employee will not be unreasonably denied.

## **ARTICLE 9**

### **SENIORITY**

9.01 (a) An Employee's "seniority date" shall be the date on which a Regular or Temporary Employee's continuous service commenced within the bargaining unit, including all periods of continuous service as a Casual, Temporary or Regular Employee.

(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 Article 9.01(a).

(c) Where:

(i) a Regular or Temporary Employee is employed as a Regular or Temporary Employee by more than one (1) of the employers listed in Appendix A, and such employers are located within the same geographical boundary of a health region; and

(ii) the Regular or Temporary Employee has different seniority dates with the employers in Article 9.01(c)(i);

such Employee may apply to the Employer to have the Employee's seniority date adjusted to the earlier seniority date. The Employee shall provide proof of such earlier seniority date which is satisfactory to the Employer. If the Employee is unable to provide satisfactory proof, the strict provisions of Article 9.01(a) shall apply.

(d) Where:

- (i) a Regular or Temporary Employee was employed as a Regular or Temporary Employee by an employer listed in Appendix A (Previous Employer); and
- (ii) the Regular or Temporary Employee leaves the employ of the Previous Employer; and
  - (A) within thirty (30) days of such employment termination, becomes employed as a Regular or Temporary Employee with the Employer; and
  - (B) the Employer is located within the same health region geographical boundary of the Previous Employer;

such Employee may apply to the Employer to have the seniority date with the Previous Employer recognized for the purpose of establishing her seniority date with the Employer. The Employee shall provide proof of such seniority date which is satisfactory to the Employer. If the Employee is unable to provide satisfactory proof, strict provisions of Article 9.01(a) shall apply.

(e) Where:

- (i) a Regular or Temporary Employee was employed as a Regular or Temporary Employee with the Employer, and
- (ii) leaves the employ of that Employer, but
- (iii) within thirty (30) days of such employment termination, becomes re-employed as a Regular or Temporary Employee with the same Employer,

such Employee may apply to the Employer to have the seniority date with the Employer existing prior to the break in service in Article 9.01(e)(ii) recognized for the purpose of establishing her seniority date with the Employer in the new position under Article 9.01(e)(iii). The Employee shall provide proof of such seniority date which is satisfactory to the Employer. If the Employee is unable to provide satisfactory proof, the strict provisions of Article 9.01(a) shall apply.



- 9.02 Seniority shall be considered in determining:
- (a) assignment of available shift schedules by work area(s), program(s) or site(s), whichever is applicable, subject to the provisions of Articles 12A, 12B, 29A, 29B, 40A, 40B and 40C;
  - (b) preference of vacation time in Article 23: Vacation by work area(s), program(s) or site(s), whichever is applicable;
  - (c) layoffs and recalls, subject to the provisions specified in Article 32: Layoff and Recall; and
  - (d) transfers and in filling vacancies within the bargaining unit subject to the provisions specified in Article 11: Appointments and Transfers.
- 9.03 Seniority shall be considered broken, all rights forfeited, and there shall be no obligation to rehire:
- (a) when the employment relationship is terminated by either the Employer or the Employee;
  - (b) upon the expiry of twenty-four (24) months following the date of layoff, if during which time the Employee has not been recalled to work;
  - (c) if an Employee does not return to work on recall, as provided in Article 32.16.
- 9.04
- (a) The Employer will maintain two (2) seniority lists, as follows:
    - (i) a region-wide seniority list, to be posted on the Bulletin Board at each site;
    - (ii) a site-specific seniority list, to be posted on the Bulletin Board at the site; and
    - (iii) voluntary Employers shall be required to post a bargaining unit-specific seniority list at that bargaining unit's site(s) only.
  - (b) Such seniority lists will be updated and posted not less frequently than every six (6) months following the first (1<sup>st</sup>) of the month following the date of ratification, and will include an Employee's name, classification, full-time equivalent (FTE), seniority date, and date of hire, if pursuant to Article 9.01(c), (d), and (e), it is different from the seniority date.
  - (c) A copy of the seniority lists will be provided to the Union following posting. The Union will have three (3) months in which to take issue with the seniority lists, otherwise, the seniority lists will be deemed to be correct.

- (d) Should a difference arise regarding an Employee's seniority, the Parties shall exchange information necessary to establish accurate seniority. Where an Employee's information is satisfactory to the Employer, the seniority date shall be amended accordingly. If the Employee is unable to provide satisfactory proof, the strict provisions of Article 9.01 will apply, based on the Employer's available records.

## **ARTICLE 10**

### **PERFORMANCE APPRAISALS**

- 0.01 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.
- 10.02
  - (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.
- 10.03
  - (a) By appointment made at least three (3) working days in advance, an Employee may view her personnel file at her work Site 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.
- 10.04 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 11**

**APPOINTMENTS AND TRANSFERS**

- 11.01 (a) The Employer shall post at the sites, notices of vacant positions within the bargaining unit not less than ten (10) calendar days in advance of making an appointment. A copy of all postings shall be forwarded to the Union.
- (b) The posting shall contain the following information:
- (i) qualifications required;
  - (ii) employment status;
  - (iii) site(s);
  - (iv) classification;
  - (v) range of rate of pay;
  - (vi) if a Temporary position, the anticipated duration of such position;  
and
  - (vii) FTE

Also, for information purposes only, a notice of vacancy shall specify the number of hours per shift, shifts per shift cycle and the current shift pattern for the position.

- 11.02 Applications for vacancies or transfers, shall be made in writing to such officer as the Employer may designate.
- 11.03 When circumstances require the Employer to hire a new Employee to fill a vacancy pending completion of the transactions contemplated in Article 11, the appointment shall be made on a casual basis only.
- 11.04 When making transfers and filling vacancies within the bargaining unit, the determining factors shall be the most requisite job related skills, training, knowledge and other relevant attributes and where these factors are considered by the Employer to be equal and satisfactory, seniority shall be the deciding factor.
- 11.05 All applicants for a posted transfer and/or vacancy, shall be informed in writing of their acceptance or rejection within five (5) working days of the date of the appointment. The Union shall be advised of the successful candidate. The Employer shall confirm in writing to the Employee at the time of hire or transfer, the classification and rate of pay for the position she is filling.

11.06 (a) Transfers shall be on a trial basis. The transferred Employee shall serve a trial period of three hundred forty-eight and three-quarter (348 3/4) hours worked, in which to demonstrate the ability to fill the new position satisfactorily. The trial period may be extended by the number of working hours absent for any reason during the trial period. During the trial period, the Employee may either:

(i) return to the Employee's former position, at the Employee's request; or

(ii) be returned to the Employee's former position.

In circumstances where reinstatement is not possible, the Employer shall assign the Employee to a similar position consistent with her abilities and/or qualifications, which position may not be the specific position or in the specific area occupied prior to the transfer. The rate of pay for such position shall be at a rate of pay equivalent to that of her former position.

(b) In the event that an Employee returns to her former position pursuant to Article 11.06(a), the Employer shall have one (1) opportunity to fill the resultant vacancy by selecting from the applicants on the original posting. Should the Employer exercise this right the posting provisions of this Article will be deemed to be satisfied.

(c) An Employee who is transferred before completing her initial probationary period shall complete the initial probationary period as well as the trial period in Article 11.06(a) above.

11.07 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.

11.08 A Regular Employee who applies for and is successful on a temporary posting shall maintain her status as a Regular Employee. 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 Regular Employee shall return to her former position. At the completion of her temporary term, the Casual Employee shall resume the normal terms and conditions of employment applicable to a Casual Employee.

**ARTICLE 12A**

**HOURS OF WORK**

**FOR FACILITY EMPLOYEES**

12A.01 Regular hours of work for Full-time Employees, exclusive of meal periods shall be:

- (a) seven and three-quarter (7 3/4) consecutive hours per day;
- (b) thirty-eight and three-quarter (38 3/4) hours per week averaged over one (1) complete cycle of the shift schedule.

12A.02 Regular hours of work shall be deemed to:

- (a) include, 'as scheduled by the Employer; either:
  - (i) one (1) rest period of fifteen (15) minutes during each half shift of three point eight seven (3.87) hours; or
  - (ii) one (1) rest period of thirty (30) minutes during each full working shift of seven and three-quarter (7 3/4) hours, if this is more compatible with scheduling of work assignments;

the alternative to be applied shall be at the discretion of the Employer.

- (b) exclude a meal period of not less than thirty (30) minutes to be scheduled by the Employer during each working day on which the Employee works in excess of four (4) hours.

12A.03 (a) Notwithstanding that the meal break is to be excluded in the calculation of regular hours of work, if the Employer requires an Employee to be readily available for duty during her meal period, she shall be so advised in advance and be paid for that meal period at her Basic Rate of Pay.

- (b) If an Employee is recalled to duty or if the Employer requires an Employee to work during her meal period or rest period she shall be given a full meal period or rest period later in her shift, or, where that is not possible, be paid for the meal period or rest period as follows:

- (i) for a rest period, at two times (2X) her Basic Rate of Pay; or
- (ii) for a meal period for which the Employee is entitled to be paid in accordance with Article 12A.03(a), at two times (2X) her Basic Rate of Pay; or
- (iii) for a meal period for which the Employee is not otherwise entitled to be paid, at two times (2X) her Basic Rate of Pay.

12A.04 Subject to Articles 12A.11 and 12A.12 shift schedules shall be posted twelve (12) weeks in advance or such shorter period as is mutually agreed between the Employer and a local chapter representative of the Union. The Employer shall allow a representative of the Union to reproduce a copy of the posted shift schedule which is inclusive of changes made by mutual agreement in accordance with Article 12A.05(a).

12A.05 (a) Except in cases of emergency or by mutual agreement between a Regular Employee and the Employer, shift schedules shall provide for:

- (i) at least fifteen and one-half (15 1/2) hours off duty between shifts;
- (ii) at least two (2) consecutive days of rest;
- (iii) days of rest on two (2) weekends in a five (5) week period. "Weekend" shall mean a Saturday and the following Sunday, assuring a minimum of fifty-six (56) hours off duty;
- (iv) where operationally practicable as determined by the Employer, Article 12A.05(a)(iii) above may be amended to half of the weekends off over one (1) complete cycle of the shift schedule. Where a shift schedule provides for half of the weekends off over one (1) complete cycle of the shift schedule, such ratio will not be changed unless the Employer determines the ratio has become operationally impracticable;
- (v) an Employee shall not be scheduled to work seven (7) consecutive shifts more than twice in a five (5) week period;
- (vi) an Employee will not be scheduled to work more than seven (7) consecutive days.

(b) There shall be two (2) optional scheduling systems available which may be applied upon mutual agreement, in writing, between the Employer and the Union. Where an option is applied, the relevant provisions of Article 12A.05(a) above shall be amended as follows:

**Option 1**

- (i) at least fifteen and one-half (15 1/2) hours off duty between shifts;
- (ii) at least two (2) consecutive days of rest;
- (iii) days of rest on two (2) weekends in a six (6) week period. "Weekend" shall mean:
  - (A) one (1) Saturday and the following Sunday and one (1) Friday and the following Saturday assuring a minimum of fifty-six (56) hours off duty; or

- (B) one (1) Saturday and the following Sunday and one (1) Sunday and the following Monday assuring a minimum of fifty-six (56) hours off duty;
- (iv) not more than six (6) consecutive days of work.

**Option II**

- (i) at least fifteen and one-half (15 1/2) hours off duty between shifts;
- (ii) at least two (2) consecutive days of rest except that, twice in a five (5) week cycle, there may be a single day of rest which may not be followed by more than five (5) consecutive working days;
- (iii) days of rest on two (2) weekends in a five (5) week period. "Weekend" shall mean a Saturday and the following Sunday, assuring a minimum of fifty-six (56) hours off duty;
- (iv) not more than six (6) consecutive scheduled days of work.

Except when application of this Article is waived by mutual agreement between the Employee and the Employer, if an Employee is required by the Employer to change shifts without receiving fifteen and one-half (15 1/2) hours off duty, she shall be entitled to premium pay at two times (2X) her Basic Rate of Pay for that shift. This section does not apply to cases where Articles 12A.11 and 12A.12 has been applied in altering a shift schedule.

- (c) Additional optional scheduling systems may be mutually agreed to in writing between the Employer and the Union.

12A.06 Employees shall be aware that, in the course of their regular duties, they may be required to work on various shifts throughout the twenty-four (24) hour period of the day and the seven (7) days of the week, The first (1<sup>st</sup>) shift of the working day shall be the one wherein the majority of hours worked fall between twenty-four hundred (2400) hours and zero eight hundred (0800) hours.

12A.07 (a) The Employer, in scheduling shifts, shall take into consideration an Employee's request for certain shift schedules, subject to the requirements of Article 12A.05.

(b) The shift patterns which may be available are:

- (i) days, evenings, nights (rotation);
- (ii) days only;
- (iii) evenings only (only by Employee request);
- (iv) nights only (only by Employee request);

- (v) evenings and days (rotation);
  - (vi) nights and evenings (rotation) (only by Employee request);
  - (vii) nights and days (rotation).
- (c) (i) A request by an Employee to work shift patterns 12A.07(b)(iii), (iv) or (vi) shall not be unreasonably denied, provided however that the Employer shall have the right to assign periods of day duty for the purpose of maintaining proficiency totaling not more than one hundred sixteen and one-quarter (116 1/4) regular hours worked in a calendar year. An Employee who has requested to work shift pattern 12A.07(b)(iii), (iv) or (vi), may alter such request only after:
- (A) having worked such shift pattern for a minimum of twelve (12) months; and
  - (B) upon giving written notice to the Employer.
- (ii) Upon receiving a request or requests to revert under 12A.07(c), the Employer shall provide all other Employees working shift patterns 12A.07(b)(iii), (iv) or (vi) on the schedule notice of the reversion request to determine whether or not they also wish to revert, commencing with the posting of the revised shift schedule in Article 12A.07(c)(iii)(A). Such notice will be provided regardless of how long the other Employees on the schedule have worked in those shift patterns.
- (iii) The Employer:
- (A) shall post a revised shift schedule to become effective within fourteen (14) weeks of receiving the initial request(s); and
  - (B) shall not be required to revise the shift schedule more than once in any twelve (12) month period, commencing from the revised shift schedule's implementation date.
- (d) An application under Article 11 : Appointments and Transfers, in response to a position with shift patterns listed in Article 12A.07(b)(iii), (iv) or (vi), constitutes an Employee request for the purposes of Article 12A.07.



- (e) (i) Employees working shift choices (i), (v) and (vii), shall be assigned a day duty at least one-third (1/3) of the time during the shift cycle. For the purpose of applying the foregoing an Employee will be deemed to have been assigned day duty for those periods of time absent on vacation or on or for a Named Holiday that would have except for such absence been day duty to which the Employee would have been assigned in accordance with the shift schedule. Scheduled days of rest shall not be considered as day duty for the purpose of applying this provision.
    - (ii) Where operationally practicable as determined by the Employer, Article 12A.07(e)(i) above may be amended to up to two-fifths (2/5) day duty during the shift cycle.
  - (f) An Employee will not be required to work split shifts except by mutual agreement between the Employee and the Employer.
- 12A.08 (a) Employees may exchange shifts among themselves, provided that:
- (i) the exchange is agreed to, in writing, between the affected Employees; and
  - (ii) prior approval of such exchange has been given by the Employee's immediate supervisor.
- (b) Where such a request is made in writing, the Employer's reply shall also be in writing.
- (c) Such exchange shall be recorded on the shift schedule.
- (d) Such exchange shall not be deemed a violation of the provisions of this Collective Agreement.
- 12A.09 When an Employee reports for work as assigned, and is directed by the Employer to leave, she shall be compensated for the inconvenience by a payment equivalent to three (3) hours' pay at her Basic Rate of Pay.
- 12A.10 A Regular Employee shall not be scheduled to work more than two (2) different shifts between scheduled days off except as mutually agreed between the Employer and the Employee.
- 12A.11 Except when application of this Article is waived by mutual agreement between the Employee and the Employer, where an Employee's scheduled days off are changed without seven (7) calendar days' notice, the Employee shall be paid at two times (2X) for all hours worked on what should otherwise have been her off duty days.

12A.12 Except when application of this Article is waived by mutual agreement between the Employee and the Employer, if, in the course of a posted schedule, the Employer changes an Employee's scheduled shift, but not her scheduled days off, she shall be paid at the rate of two times (2X) her Basic Rate of Pay for all hours worked during the first (1<sup>st</sup>) shift of the changed schedule, unless seven (7) calendar days' notice of such change has been given.

12A.13 On the date fixed by proclamation, in accordance with the *Daylight Savings Time Act*, of conversion to Mountain Standard Time, regular hours of work shall be extended to include the resultant additional hour with additional payment due therefor at the applicable overtime rate. On the date 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.

12A.14 (a) Employees may work flexible hours by mutual agreement between the Employee and Employer, whereby at a mutually agreeable time the Employer will provide and the Employee shall take time off:

- (i) for those hours worked during the normal rest period; and
- (ii) in place of overtime pay for those hours worked in excess of seven and three-quarter (7 3/4) hours in a day or thirty-eight and three-quarter (38 3/4) hours in a week averaged over one (1) cycle of this shift schedule;

in which event Articles 12A.01, 12A.04, 12A.05 and 13 shall have no application.

(b) The Employee shall be paid for the time taken off in place of overtime pay at the same rate the Employee would have been paid wages had the Employee worked those hours on a normal working day.

(c) If time off in place of overtime pay is not provided and taken in accordance with the foregoing, the Employee will be paid overtime pay in accordance with Article 13.05.

## **ARTICLE 12B**

### **HOURS OF WORK**

#### **FOR COMMUNITY AND MENTAL HEALTH CLINIC EMPLOYEES**

12B.01 Regular hours of work for Full-time Employees, exclusive of meal periods shall be:

- (a) seven and three-quarter (7 3/4) consecutive hours per day;

- (b) thirty-eight and three-quarter (38 3/4) hours per week averaged over one (1) complete cycle of the shift schedule.

12B.02 Regular hours of work shall be deemed to:

- (a) include, as scheduled by the Employer, either:
  - (i) one (1) rest period of fifteen (15) minutes during each half shift of three point eight seven (3.87) hours; or
  - (ii) one (1) rest period of thirty (30) minutes during each full working shift of seven and three-quarter (7 3/4) hours, if this is more compatible with scheduling of work assignments;

the alternative to be applied shall be at the discretion of the Employer.

- (b) exclude a meal period of not less than thirty (30) minutes to be scheduled by the Employer during each working day on which the Employee works in excess of four (4) hours.

12B.03 (a) Notwithstanding that the meal break is to be excluded in the calculation of regular hours of work, if the Employer requires an Employee to be readily available for duty during her meal period, she shall be so advised in advance and be paid for that meal period at her Basic Rate of Pay.

- (b) If an Employee is recalled to duty or if the Employer requires an Employee to work during her meal period or rest period she shall be given a full meal period or rest period later in her shift, or, where that is not possible, be paid for the meal period or rest period as follows:

- (i) for a rest period, at two times (2X) her Basic Rate of Pay; or
- (ii) for a meal period for which the Employee is entitled to be paid in accordance with Article 12B.03(a), at two times (2X) her Basic Rate of Pay; or
- (iii) for a meal period for which the Employee is not otherwise entitled to be paid, at two times (2X) her Basic Rate of Pay.

12B.04 (a) Except in cases of emergency or by mutual agreement between a Regular Employee and the Employer, shift schedules shall provide for:

- (i) at least two (2) consecutive days of rest; and
- (ii) days off to be scheduled in such a way as to equally distribute weekends off over a shift cycle among Regular Full-time and Regular Part-time Employees who perform the work involved.

- (iii) Article 12B.04(a)(ii) above does not apply to an Employee who is hired into, or by choice is in, a position that is assigned to work weekends on a regular basis.
    - (iv) Employees will not be scheduled to work more than six (6) consecutive days.
  - (b) Additional scheduling systems may be mutually agreed to in writing between the Employer and the Union.
- 12B.05 Notwithstanding Article 2.11, 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.
- 12B.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.
- 12B.07 Employees shall be aware that, in the course of their regular duties, they may be required to work on various shifts throughout the twenty-four (24) hour period of the day and the seven (7) days of the week. The first (1<sup>st</sup>) shift of the working day shall be the one wherein the majority of hours worked fall between twenty-four hundred (2400) hours and zero eight hundred (0800) hours.
- 12B.08
- (a) Employees may exchange shifts among themselves, provided that:
    - (i) the exchange is agreed to, in writing, between the affected Employees; and
    - (ii) prior approval of such exchange has been given by the Employee's immediate supervisor.
  - (b) Where such a request is made in writing, the Employer's reply shall also be in writing.
  - (c) Such exchange shall be recorded on the shift schedule.
  - (d) Such exchange shall not be deemed a violation of the provisions of this Collective Agreement.
- 12B.09 On the date fixed by proclamation, in accordance with the *Daylight Savings Time Act*, of conversion to Mountain Standard Time, regular hours of work shall be extended to include the resultant additional hour with additional payment due therefor at the applicable overtime rate. On the date 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.

- 12B.10 (a) Employees may work flexible hours by mutual agreement between the Employee and Employer, whereby at a mutually agreeable time the Employer will provide and the Employee shall take time off:
- (i) for those hours worked during the normal rest period; and
  - (ii) in place of overtime pay for those hours worked in excess of seven and three-quarter (7 3/4) hours in a day or thirty-eight and three-quarter (38 3/4) hours in a week averaged over one (1) cycle of this shift schedule,
- in which event Articles 12B.01, 12B.04 and 13 shall have no application.
- (b) The Employee shall be paid for the time taken off in place of overtime pay at the same rate the Employee would have been paid wages had the Employee worked those hours on a normal working day.
- (c) If time off in place of overtime pay is not provided and taken in accordance with the foregoing, the Employee will be paid overtime pay in accordance with Article 13.05.
- 12B.11 (a) Every reasonable effort will be made to schedule Regular Employees to their regular FTE.
- (b) Every reasonable effort will be made to distribute additional work at the site on the basis of seniority.
- (c) Notwithstanding Article 12B.11(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 13**

#### **OVERTIME**

- 13.01 (a) Overtime is all time authorized by the Employer and worked by an Employee in excess of seven and three-quarter (7 3/4) hours per day, and/or on the scheduled days of rest for Full-time Employees. The Employer shall provide on each ward or unit overtime forms which are to be signed by the designated authorizing person and a copy shall be given to the Employee at the time the overtime is worked.

- (b) The Employer shall designate an individual at the Site who may authorize overtime. The Employer shall not unreasonably deny authorization after the fact for overtime worked where such overtime has arisen as a result of unforeseeable circumstances in which it is impossible to obtain prior authorization.
- 13.02 The overtime rate of two times (2X) the applicable Basic Rate of Pay shall be paid for all overtime worked immediately following or preceding an Employee's scheduled shift.
- 13.03 Where an Employee works overtime on a Named Holiday in accordance with Article 22, Named Holiday pay as outlined in Article 22.03 shall not apply for overtime hours worked. Pay for overtime hours worked on a Named Holiday shall be at a rate of two and one-half times (2 1/2X) the applicable Basic Rate of Pay.
- 13.04 The overtime rate of two times (2X) the applicable Basic Rate of Pay shall be paid for overtime on all days off that are worked.
- 13.05 Overtime may be accumulated and taken in time off at a mutually acceptable time at the applicable premium rate. Time off not taken by March 31<sup>st</sup> in any given year shall be paid out unless otherwise mutually agreed. Such request to carry over lieu time shall be submitted by the Employee in writing prior to March 31<sup>st</sup> and shall not be unreasonably denied.
- 13.06 An Employee who attends an overnight client recreational/therapeutic activity authorized by the Employer shall be paid, in addition to her basic rate for her normal shift, an allowance of forty dollars (\$40.00) for each day in attendance at such activity. Participation by an Employee in such activity shall be voluntary.
- 13.07 In the event an Employee works a double shift, the Employee shall be provided with access to a meal and snacks during the second (2<sup>nd</sup>) shift at no cost.

## **ARTICLE 14**

### **SALARIES**

- 14.01 The Basic Rates of Pay as set out in the Salaries Schedule shall be applicable to all Employees covered by this Collective Agreement.
- 14.02 Subject to any of the other terms of this Collective Agreement providing for the withholding or delay in granting of an increment, 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) Part-time and Casual Employees shall be entitled to an increment on the completion of two thousand twenty-two and three-quarter (2022 3/4) hours worked and thereafter a further increment upon the completion of each period of one thousand eight hundred thirteen and one-half (1813 1/2) hours worked to the maximum increment granted Full-time Employees.

14.03 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 that 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.

14.04 (a) When an Employee voluntarily transfers to a classification with a lower rate of pay her salary shall be adjusted immediately to the basic rate she would have been entitled to, had she been on the lower rated classification from commencement of employment.

- (b) An Employee whose position is reclassified to one with a lower Basic Rate of Pay, through no cause of her own, shall continue to receive her previous Basic Rate of Pay until the Basic Rate of Pay for the lower paid classification is equal to or greater than her previous Basic Rate of Pay, or for a period of twenty-four (24) months, whichever is earlier, at which time she will then receive the Basic Rate of Pay for the classification to which the position is allocated.

14.05 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 the unit for which the Union is the certified bargaining agent provided that:

- (a) The parties to this Collective Agreement mutually agree that the classification is within the scope of the unit for which the Union is the certified bargaining agent or, failing that;
- (b) The Labour Relations Board rules that the new classification is within the scope of the unit for which the Union is the certified bargaining agent.

14.06 **New Classifications**

- (a) (i) When a new classification is created under Article 14.05 above, for which there is no pay scale in this Collective Agreement, the Employer may establish a pay scale and agrees to give written notice to the Union of the new classification and the pay scale for such classification within twenty (20) calendar days.

- (i) The Union may contest the pay scale by sending written notice to the Employer not later than twenty (20) calendar days from the date of the Employer's notice. Should the Union not provide the Employer with notice within this twenty (20) calendar day time limit, the Union shall not refer the matter to Arbitration in Article 14.06(a)(iii).
  - (ii) Should the parties, through discussion and negotiations, not be able to agree to the pay scale, the Union may, within sixty (60) calendar days of the date the new classification was created, refer the salary scale to Arbitration pursuant to Article 37.06. Should the Union not refer the matter to Arbitration within this sixty (60) calendar day time limit, the Employer's final position shall be implemented.
  - (iv) If the pay scale is amended as a result of negotiations or arbitration, the amended pay scale shall be effective from the date the Union received notice from the Employer of the new classification.
- (b) 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.

14.07

**Classification Review**

- (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 Department Director, or designate, to have the Employee's classification reviewed. The Director, or designate, will review the Employee's application and advise the Employee of the Employer's decision.
- (b) Following the Employer's decision in Article 14.07(a), should the Employee feel that she is still improperly classified, 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 its decision within sixty (60) calendar days of the matter being brought by the Union to the Employer under Article 14.07(b).
- (d) The Employer's decision in Article 14.07(c) shall not be subject to the Grievance and Arbitration procedure.

14.08

In the event that the Employer varies the duties of a job classification substantially, the Union may apply for a determination as to whether a new classification has been created.



14.09 When an Employee has experience satisfactory to the Employer, the Employee's starting salary shall be adjusted as follows:

- (a) Experience prior to a three (3) year lapse will not be recognized.
- (b) All experience satisfactory to the Employer shall be recognized on a one-on-one basis, up to the top increment in the salary scale.

Additional time worked, measured in monthly units and not credited for the purposes of initial placement on the salary scale, shall be applied towards the calculation of the next increment.

14.10 Only Employees entitled to designation as a Licensed Practical Nurse pursuant to the *Health Professions Act R.S.A. 2000, c. H-7* shall be employed as a Licensed Practical Nurse.

14.11 Should the Employer issue an Employee an overpayment of wages and/or entitlements, then the Employer may make the necessary monetary or entitlement adjustments and take such internal administrative action as is necessary to correct such errors. The Employer shall notify the Employee in writing that an overpayment has been made and discuss repayment options. By mutual agreement between the Employer and the Employee, repayment arrangements shall be made. In the event mutual agreement cannot be reached, the Employer shall recover the overpayment by deducting up to ten percent (10%) of the Employee's gross earnings per pay period.

## **ARTICLE 15**

### **NOTICE OF SUBCONTRACTING**

15.01 In the event Regular Employees will be displaced due to subcontracting, 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 interests of Employees so affected.

## **ARTICLE 16**

### **SHIFT DIFFERENTIAL**

16.01 A shift differential of one dollar and seventy-five cents (\$1.75) per hour shall be paid:

- (a) to Employees working a shift where the majority of such shift falls within the period fifteen hundred (1500) hours to twenty-three hundred (2300) hours; or

- (b) to Employees for each regularly scheduled hour worked between fifteen hundred (1500) hours to twenty-three hundred (2300) hours, provided that greater than one (1) hour is worked between fifteen hundred (1500) hours to twenty-three hundred (2300) hours.
- (c) to Employees for all overtime hours worked which fall within the period of fifteen hundred (1500) hours to twenty-three hundred (2300) hours.
- (d) Notwithstanding (b) above, for Employees working a shift that concludes between fifteen hundred (1500) and seventeen hundred (1700) hours, no shift differential will be paid.

16.02 A shift differential of two dollars (\$2.00) per hour shall be paid:

- (a) to Employees working a shift where the majority of such shift falls within the period of twenty-three hundred (2300) hours to zero seven hundred (0700) hours provided that greater than one (1) hour is worked between twenty-three hundred (2300) hours and zero seven hundred (0700) hours; or
- (b) to Employees for each regularly scheduled hour worked between twenty-three hundred (2300) hours to zero seven hundred (0700) hours provided that greater than one (1) hour is worked between twenty-three hundred (2300) hours and zero seven hundred (0700) hours.
- (c) to Employees for all overtime hours worked which fall within the period of twenty-three hundred (2300) hours to zero seven hundred (0700) hours.

16.03 All premiums payable under this Article shall not be considered as part of the Employee's Basic Rate of Pay.

16.04 Where applicable, an Employee shall be eligible to receive both shift differential and weekend premium.

## **ARTICLE 17**

### **WEEKEND PREM**

17.01 A weekend premium of one dollar and seventy-five cents (\$1.75) per hour shall be paid:

- (a) to Employees working a shift wherein the majority of such shift falls within a sixty-four (64) hour period commencing at fifteen hundred (1500) hours on a Friday; or
- (b) to Employees working each regularly scheduled hour worked after fifteen hundred (1500) hours on a Friday provided that greater than one (1) hour is worked within a sixty-four (64) hour period commencing at fifteen hundred (1500) hours on a Friday.

- (c) to Employees working all overtime hours which fall within the sixty-four (64) hour period commencing at fifteen hundred (1500) hours on a Friday.
- (d) Notwithstanding (b) above, for Employees working a shift that concludes between fifteen hundred (1500) hours and seventeen hundred (1700) hours on a Friday, no weekend premium will be paid for hours worked on the Friday.

17.02 All premiums payable under this Article shall not be considered as part of the Employee's Basic Rate of Pay.

17.03 Where applicable, an Employee shall be eligible to receive both shift differential and weekend premium.

### **ARTICLE 18**

#### **TEMPORARY EMPLOYEES**

18.01 When an Employee is assigned to replace another Employee in a higher paid classification within this Collective Agreement for two (2) consecutive hours or longer, she shall be paid the Basic Rate of Pay for the classification in which the Employee is relieving, providing she is qualified to perform the substantive duties of the higher paid classification. When an Employee is required temporarily to perform the duties of a lower paid classification, her Basic Rate of Pay will not be changed.

18.02 Where the Employer designates a Licensed Practical Nurse to assume responsibility for staff supervision, clinical coordination and administrative/organizational duties, as required, she shall be paid an additional one dollar and twenty-five cents (\$1.25) per hour.

18.03 (a) A Licensed Practical Nurse assigned by the Employer to act as a Preceptor for students in the Licensed Practical Nurse program or any specialized practice education or training program, as recognized by the College of Licensed Practical Nurses of Alberta (Eligible Program), shall receive an additional sixty-five cents (\$0.65) per hour. The Employer will give consideration to those employees who express interest in participation in this program.

(b) "Preceptor" shall mean a Licensed Practical Nurse who is assigned to supervise, educate and evaluate students in the Licensed Practical Nurse program or other Eligible Program as referred to in Article 18.03(a) above,

**ARTICLE 19**

**ON-CALL DUTY**

- 19.01 The words "on-call duty" shall be deemed to mean any period during which an Employee is not on regular duty and during which the Employee is on-call and must be reasonably available to respond without undue delay to any request to report for duty.
- 19.02 (a) The following scheduling provisions for on-call duty shall be applicable where it is operationally possible to do so.
- (b) Regulations in respect of approval or authorization for on-call duty and the procedures which are to be followed by the Employee and the Employee's supervisor in respect of a duty roster or such other administrative controls as may be deemed necessary or desirable, shall be prescribed by the Employer. No Employee shall be assigned on-call duty for more than two (2) weekends in a five (5) week period.
- (c) The duty roster for "facility on-call duty" shall be posted in advance for the period specified in Article 12A.04.
- (d) Where there are Employees working on a Saturday, Sunday or Named Holiday, where possible, an Employee not scheduled to work on that day shall not be assigned on-call duty for that day or for the evening prior to that day.
- (e) The Employer shall endeavour to avoid placing an Employee "on-call" on the evening prior to or during scheduled off duty days other than those referred to in Article 19.02(c).
- 19.03 The Employer shall pay three dollars (\$3.00) per hour to an Employee who is assigned on-call duty on a regular work day, and four dollars and twenty-five cents (\$4.25) per hour to an Employee who is assigned on-call duty on her scheduled day off or on a Named Holiday. 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.
- 19.04 (a) For each occasion that an Employee is called back to duty during the Employee's on-call period, in addition to the payment received for being on-call, the Employee shall be deemed to be working overtime and shall be paid for all hours worked during the on-call period or for three (3) hours, whichever is the longer, at the overtime rate. An Employee called back to duty will be permitted to leave upon completion of the procedure for which she was called back. However, any further requests for procedures received by an Employee prior to leaving following completion of the work required on the initial call shall be considered one (1) call for the purpose of determining call-back pay.

- (b) When a Regular or Temporary Employee who has not been assigned "on-call duty", is called and required to report for work without undue delay, she shall be deemed to be working overtime and shall be paid for all hours worked or for three (3) hours, whichever is the longer, at the overtime rate.

19.05 Where the Employer requires an Employee to carry a pocket pager while on-call, such pagers shall be supplied by the Employer. The number and distribution of pagers shall be determined by the Employer and shall remain the property of the Employer.

19.06 Call back compensation may be taken as such or in time off in accordance with the provisions of Article 13.05.

19.07 Where an Employee works more than six (6) hours on a call-back pursuant to Article 19.04, she shall be entitled to eight (8) hours' rest before commencing her next scheduled shift, without loss of regular earnings.

19.08 **Telephone Consultation**

When an Employee is consulted by telephone and has been:

- (a) assigned on-call duty and is authorized by the Employer to handle job-related matters without returning to the workplace; or
- (b) not assigned on-call duty but is pre-authorized by the Employer to handle job-related matters without returning to the workplace;

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.

**ARTICLE 20**

**AMBULANCE DUTY**

20.01 An Employee assigned to travel by ambulance shall be paid fifty dollars (\$50.00) per round trip of seventy (70) kilometres or greater from her place of employment.

In addition to the payment in Article 20.01 above:

- (a) in the event circumstances permit an immediate return to her place of employment, she shall be paid at her Basic Rate of Pay and/or, if applicable, the overtime rate(s) as stated in Article 13: Overtime, to which she is entitled up to the time:
  - (i) the patient is released into the care of the receiving site; or

- (ii) her scheduled work period would otherwise have ended; or
- (iii) she has returned to her place of employment;

whichever is the later and she shall be reimbursed for reasonable and substantiated expenses incurred.

- (b) In the event circumstances prevent an immediate return to her place of employment, she shall be entitled to:
  - (i) no loss of regular earnings for time not worked on regularly scheduled shifts as a result of the ambulance duty; and
  - (ii) be reimbursed for reasonable and substantiated expenses incurred; and
  - (iii) her Basic Rate of Pay and/or, if applicable, the overtime rate(s) as stated in Article 13: Overtime, for the time spent on the return trip on the same basis as if she had been working at her place of employment.

20.02 The Employer shall establish a roster on which Employees may indicate their willingness to perform ambulance duties. An Employee who has not placed her name on such roster shall not be required to take an ambulance assignment except where no Employee on the roster is immediately available to be assigned such duty.

## ARTICLE 21

### TRANSPORTATION AND SUBSISTENCE

21.01 Regular Employees who normally travel from the site to their place of residence by means of public transportation following the completion of their shift, but are prevented from doing so by being required to remain on duty longer than their regular shift and past the time when normal public transportation is available, shall be reimbursed for the cost of reasonable, necessary and substantiated transportation expense from the site to their place of residence.

- 21.02 (a) When an Employee is required by the Employer to provide an automobile for use in her employment, she shall be reimbursed at the rate of fifty cents (\$0.50) per kilometre for all required travel necessitating the use of her automobile, subject to the provisions of Article 21.04.
- (b) When an Employee is not required by the Employer to provide an automobile for use in her employment and she chooses to use her own automobile, she shall be reimbursed at the rate of thirty-eight cents (**\$0.38**) per kilometre, subject to the provisions of Article 21.04.

- (c) Where the Employer provides and/or directs an Employee to use alternate transportation, Article 21.02(a) and (b) above shall not apply.

21.03 An Employee who is required by the Employer to provide an automobile for use in her employment, and to maintain business use insurance coverage as a result, shall be required to submit evidence of annual business insurance coverage when the vehicle is used on such business. The Employer shall reimburse the Employee as follows:

Cost of Business Use Insurance Coverage \$ _____ (Basic Age Group - Good Record)	Less	Cost of Personal Use Insurance Coverage \$ _____ (Basic Age Group - Good Record)	=	Reimbursement to Maximum of \$260.00 per year
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21.04 (a) Time spent traveling to the site at the start of the day, or returning from the site at the end of the day, is on an Employee's own time and unpaid, except in the following circumstances:

- (i) for the first (1<sup>st</sup>) and last Employer-authorized business of the working day, kilometreage shall not be paid for travel within the twenty-five (25) kilometre radius of the site;
- (ii) if the first (1<sup>st</sup>) or last Employer-authorized business of the working day occurs outside the twenty-five (25) kilometre radius from the site, kilometreage and time shall be paid for travel beyond the twenty-five (25) kilometre radius.

- (b) Time spent traveling between sites during the workday is work time.
- (c) Reimbursement for kilometreage shall be paid for all travel on Employer-authorized business during the course of a shift.

21.05 **Subsistence**

Employees who are required to travel beyond a fifty (50) kilometre radius from the site or fifty (50) kilometres from their designated work area [where that work area exceeds a fifty (50) kilometre radius from their site] on business authorized by the Employer, shall be reimbursed for expenses incurred as shown below:

- (a) **Meals**

Breakfast	\$7.50
Lunch	\$9.50
Supper	\$17.00

Reimbursement for meals may be claimed as follows:

- (i) breakfast, if the time of departure is earlier or the time of return is later than zero seven thirty (0730) hours; or
- (ii) lunch, if the time of departure is earlier or the time of return is later than thirteen hundred (1300) hours; or
- (iii) dinner, if the time of departure is earlier or the time of return is later than eighteen thirty (1830) hours.

(b) **Per Diem Allowance**

A per diem allowance of six dollars (\$6.00) may be claimed for each twenty-four (24) hour period while away from home.

(c) **Accommodation**

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

- (i) full reimbursement for approved hotel or motel accommodation upon the provision of a receipt;
- (ii) where no accommodation receipt is produced, a flat rate of sixteen dollars and fifty cents (\$16.50) may be claimed in lieu of the allowance claimable under sub-section (i).

21.06 **Miscellaneous Travel Cost**

- (a) 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;
- (b) Parking charges incurred while on Employer business shall be reimbursed upon submission of receipts.

**ARTICLE 22**

**E HOLIDAYS**

- 22.01 (a) Regular Full-time Employees shall be entitled to receive a day off with pay on or for the following Named Holidays:

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



and any day proclaimed to be a holiday by:

- (i) The Government of the Province of Alberta; or
- (ii) The Government of Canada.

Further, any day proclaimed by the government of the municipality to be a civic holiday for general observance by the municipal community in which the site is located.

- (b) In addition to the foregoing Named Holidays, Full-time Employees who are in the employ of the Employer on July 1<sup>st</sup>, shall be granted an additional holiday as a Floater Holiday. The Floater Holiday will be scheduled at a time mutually agreed upon between the Employer and Employee. If the holiday is not taken by the last day of December in any given year, the Employee shall receive payment for such day at her Basic Rate of Pay.
- (c) Notwithstanding the foregoing, while:
  - (i) on layoff; or
  - (ii) in receipt of compensation from the Workers' Compensation Board in excess of thirty (30) calendar days; or
  - (iii) an unpaid absence during which she is in receipt of weekly indemnity as provided for by the short-term disability income insurance plan or the long-term disability income insurance plan; or
  - (iv) on other leaves of absence in excess of thirty (30) calendar days for any reason;

an Employee shall not be entitled to:

- (v) a day off with pay; or
- (vi) payment in lieu thereof;

for the aforementioned Named Holidays.

22.02 Subject to Article 22.01(c), to qualify for a Named Holiday with pay, the Employee must:

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

22.03 An Employee required by the Employer to work on a Named Holiday shall be paid for all hours worked on a Named Holiday at one and one-half times (1 1/2X) her Basic Rate of Pay plus:

- (a) an alternate day or hours off at a mutually agreed time; or
- (b) by mutual agreement, a day or hours off added to the Employee's next annual vacation; or
- (c) failing mutual agreement within thirty (30) calendar days following the Named Holiday the Employee shall receive payment for such day at her Basic Rate of Pay.

22.04 When a Named Holiday falls on a day that would:

- (a) otherwise be a Regular Employee's regular scheduled day off; or
- (b) during an Employee's vacation;

the Employee shall receive:

- (c) an alternate day or hours off at a mutually agreed time; or
- (d) failing mutual agreement within thirty (30) calendar days following the Named Holiday of the option to be applied, the Employee shall receive payment for such day at her Basic Rate of Pay.

22.05 (a) An Employee shall be so scheduled as to provide her with days off on at least three (3) 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) An Employee granted Christmas Day off in accordance with Article 22.05(a) shall be scheduled such that she shall have two (2) consecutive days where she will not be obliged to work (i.e., December 24<sup>th</sup> and 25<sup>th</sup> or December 25<sup>th</sup> and 26<sup>th</sup>); and
- (ii) An Employee granted New Year's Day off in accordance with Article 22.05(a) shall be scheduled such that she shall have two (2) consecutive days where she shall not be obliged to work (i.e., December 31<sup>st</sup> and January 1<sup>st</sup> or January 1<sup>st</sup> and 2<sup>nd</sup>).

## **ARTICLE 23**

### **VACATION**

23.01 **Definition**

For the purpose of this Article "Vacation" means vacation with pay.

23.02

**Vacation Entitlement**

- (a) During each year of continuous service in the employ of the Employer, an Employee shall earn entitlement to a vacation with pay and the rate of earning entitlement shall be as follows:
  - (i) during the first (1<sup>st</sup>) and second (2<sup>nd</sup>) years of such employment an Employee earns a vacation at the rate of fifteen (15) working days (one hundred sixteen and one-quarter (116 1/4) hours);
  - (ii) during the third (3<sup>rd</sup>) to fourteenth (14<sup>th</sup>) years of employment, an Employee earns a vacation at the rate of twenty (20) working days (one hundred fifty-five (155) hours);
  - (iii) during the fifteenth (15<sup>th</sup>) to twenty-fourth (24<sup>th</sup>) years of employment, an Employee earns a vacation at the rate of twenty-five (25) working days (one hundred ninety-three and three-quarter (193 3/4) hours); and
  - (iv) during the twenty-fifth (25<sup>th</sup>) and subsequent years of employment, an Employee earns a vacation at the rate of thirty (30) working days (two hundred thirty-two and one-half (232 1/2) hours).

Effective April 1, 2007, Article 23.02 shall be amended as follows:

- (a) During each year of continuous service in the employ of the Employer, an Employee shall earn entitlement to a vacation with pay and the rate of earning entitlement shall be as follows:
  - (i) during the first (1<sup>st</sup>) year of such employment an Employee earns a vacation at the rate of fifteen (15) working days (one hundred sixteen and one-quarter (116 1/4) hours);
  - (ii) during the second (2<sup>nd</sup>) to ninth (9<sup>th</sup>) years of employment, an Employee earns a vacation at the rate of twenty (20) working days (one hundred fifty-five (155) hours);
  - (iii) during the tenth (10<sup>th</sup>) to nineteenth (19<sup>th</sup>) years of employment, an Employee earns a vacation at the rate of twenty-five (25) working days (one hundred ninety-three and three-quarter (193 3/4) hours); and
  - (iv) during the twentieth (20<sup>th</sup>) and subsequent years of employment, an Employee earns a vacation at the rate of thirty (30) working days (two hundred thirty-two and one-half (232 1/2) hours).

(b) **Vacation Earning Portability**

Where a voluntarily terminated Employee commences employment within six (6) months of date of termination of employment with the same Employer or another Employer signatory to a collective agreement containing this provision, such Employee shall accrue vacation entitlement as though her employment has been continuous. At the request of the Employee the Employer shall provide the Employee with a written statement of her vacation entitlement upon termination.

23.03

(a) Notwithstanding Article 23.02, vacation with pay shall not accrue during periods while:

- (i) on layoff;
- (ii) on unpaid absence during which she is in receipt of weekly indemnity as provided for by the short-term disability income insurance plan or long-term disability income insurance plan;
- (iii) in receipt of compensation from the Workers' Compensation Board in excess of thirty (30) calendar days; and
- (iv) on leave of absence in excess of thirty (30) calendar days for any reason.

(b) Vacation benefits will accrue during the remainder of the year proportionate to the period worked.

23.04

**Time of Vacation**

(a) (i) As far as possible, Regular Full-time Employees shall be granted their choice of vacation periods; however, the final allotment of vacation remains within the responsibility and the authority of the Employer. The Employer shall post the vacation schedule planner by January 1<sup>st</sup> of each year. Where an Employee submits her vacation preference by March 15<sup>th</sup> of that year, the Employer shall indicate approval or disapproval of that vacation request by April 30<sup>th</sup> of the same year. A vacation period may be divided by mutual agreement between the Employee and the Employer.

(ii) When an Employee submits a written vacation request after April 30<sup>th</sup>, the Employer shall provide written approval or disapproval of the vacation request within ten (10) working days of the request.

(b) Seniority within each classification shall be the determining factor when there is a dispute regarding preference for the time that vacation is to be taken.

- (c) A request to utilize vacation shall be made in writing to the Employer. The request shall be subject to the approval of the Employer and shall not exceed the number of vacation days accrued to the date of the first (1<sup>st</sup>) day of vacation.
- (d) Once vacations are authorized by the Employer they shall not be changed except in cases of emergency or by mutual agreement between the Employer and the Employee.
- (e) An Employee shall be permitted to maintain a level of vacation accrual up to one (1) year's vacation entitlement, plus an additional five (5) days.

23.05 An Employee required by the Employer to return to work during her vacation will receive two times (2X) her Basic Rate of Pay for hours worked. In addition to receiving the premium pay, the time so worked will be rescheduled as vacation leave with pay.

23.06 **Vacation Pay on Termination**

- (a) If employment is terminated by an Employee without giving proper notice, pursuant to Article 41.01, notwithstanding any other provisions of the Collective Agreement, such Employee shall receive vacation pay at the rate prescribed in the *Employment Standards Code* concerning vacation with pay. The Employer may waive this clause if termination is due to illness or for other reasons which are acceptable to the Employer.
- (b) If employment is terminated, and proper notice given, the Employee shall receive payment in lieu of the Employee's accrued vacation bank.
- (c) When an Employee is discharged for cause, vacation pay shall be at the rate prescribed in the *Employment Standards Code*.

**ARTICLE 24**

**EMPLOYEE BENEFIT PLANS**

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

- (a) Alberta Health Care Insurance Plan;
- (b) Health Organizations Benefit 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 (1<sup>st</sup>) 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 (15<sup>th</sup>) 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) Alberta Blue Cross Dental Plan or equivalent, which provides for the reimbursement of eighty percent (80%) of eligible Basic Services, fifty percent (50%) of eligible Extensive Services, and fifty percent (50%) of eligible Orthodontic Services, in accordance with the current dental fee guide. A maximum annual reimbursement of fifteen hundred dollars (\$1500) 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 (\$1500) per insured person; and
  - (vi) Alberta Blue Cross Supplementary Benefits Plan, or equivalent.
- (c) **EI SUB Plan**

At the Employer's option, an "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 25.05.

24.02

Enrolment 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 enrolment and other requirements of the Insurer.

- 24.03 The premium costs shall be shared, seventy-five percent (75%) by the Employer and twenty-five percent (25%) by the Employee.
- 24.04 The Employer shall make available to eligible Employees brochures outlining the above plans.
- 24.05 HBA Services, 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.

## **ARTICLE 25**

### **SICK LEAVE**

- 25.01 (a) Sick leave is provided by the Employer, for the purpose of maintaining regular earnings, during absences due to illness or accidents for which compensation is not payable under the *Workers' Compensation Act* or for quarantine by a Medical Officer of Health.
- (b) The Employer recognizes that alcoholism, drug addiction and mental illness, are illnesses which can respond to therapy and treatment, and that absences from work due to such therapy shall be considered sick leave.
- 25.02 An Employee shall be allowed a credit for sick leave from the date of employment 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.  
  
In the case of
  - (a) illness;
  - (b) injury;
  - (c) layoff;
  - (d) leave of absence;
  - (e) unpaid leave while in receipt of weekly indemnity as provided for by the short-term disability insurance plan or the long-term disability insurance plan;

- (f) periods while in receipt of compensation from the Workers' Compensation Board;

sick leave shall not accrue during the period of such absence in excess of one (1) month.

- 25.03 Employees reporting sick shall advise the Employer as soon as possible and regularly thereafter as required by the Employer.
- 25.04 Subject to Articles 25.01, 25.02 and 25.03 above, an Employee granted sick leave shall be paid, at her Basic Rate of Pay for regularly scheduled shifts absent due to illness, and the number of hours thus paid shall be deducted from her accumulated sick leave credits up to the total amount of her accumulated credits at the time the sick leave commenced.
- 25.05 Employees may be required to substantiate, in the form prescribed by the Employer, any claim for sick leave. Payment of sick leave benefit shall not be effected until required substantiation has been supplied.
- 25.06 When an Employee has accrued the maximum sick leave credit of one hundred and twenty (120) working days, she shall no longer accrue sick leave credits until such time as her total accumulation is reduced below the maximum. At that time she shall recommence accumulating sick leave credits.
- 25.07
  - (a) 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.
  - (b) When an Employee is required to travel for the purpose of medical referral and/or treatment, she shall have the right to utilize accumulated sick leave credits for such absence, provided she has been given prior authorization by the Employer.
  - (c) The Employee may be required to submit satisfactory proof of appointments referred to in Article 25.07(a) and (b).
- 25.08
  - (a) Except as hereinafter provided, sick leave will not be paid in respect of any illness or injury which is incurred during the period of the scheduled vacation once vacation leave has commenced. In the event that the illness or injury prevents the Employee from resuming her duties at the conclusion of the vacation period and she has substantiated her claim for sick leave, income continuance thereafter will be in accordance with Article 25.04.



Notwithstanding the foregoing, should an 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 deemed to be on sick leave for the period of the stay in hospital and subsequent period of recovery, subject to the provisions of Article 25.04. Vacation time not taken as a result of such stay in hospital shall be rescheduled to a mutually agreed later time frame.

- (b) In the event an illness or injury preventing an Employee from performing her usual duties, occurs prior to the scheduled start of the vacation period, and provided proper substantiation of her claim to sick leave has been provided, the absence on account of the illness or injury will be treated as sick leave pursuant to Article 25.04 until the Employee has recovered sufficiently to permit the resumption of her usual duties. Time not utilized as vacation leave as a result of the above illness or injury will be rescheduled to a mutually agreed later time frame.

25.09 Upon request of an Employee but not more frequently than once a year, the Employer shall advise an Employee of her accrued sick leave credits.

25.10 An Employee who has accrued sick leave entitlement under the terms of this Collective Agreement shall, upon the voluntary termination of her employment with the Employer, be entitled to retain such entitlement provided she enters into employment with an Employer who is also Party to a collective agreement with an identical sick leave provision, within six (6) months of the date of her termination of employment. Otherwise sick leave credits shall be cancelled and no payments shall be due therefore. This entitlement shall not apply during the Employee's probationary period. At the request of the Employee, the Employer shall provide the Employee with a written statement of her sick leave entitlement upon termination.

25.11 For the purpose of computing sick leave accumulation, the following shall be counted as working days:

- (a) days on which the Employee is on vacation;
- (b) days on which the Employee is on leave of absence with pay pursuant to the terms of this Collective Agreement; and
- (c) days on which the Employee is absent from work while attending official Union business.

25.12 An 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 or benefits except as provided in Article 27.01(g), for the duration of the illness or as provided below, whichever first occurs. The Employee shall keep the Employer advised as to when she shall be expected back to work and shall provide the Employer with twenty-eight (28) days' written notice of readiness to return to work and:

- (a) if the Employee is capable of performing the duties of her former position she shall be reinstated by the Employer in the same position which she held immediately prior to her disability at not less than the same increment in the salary schedule and other benefits that accrued to her prior to her disability;
- (b) if the Employee is incapable of performing the duties of her former position, but is capable of performing the duties of her former classification, a reasonable effort shall be 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;
- (c) if, at the expiration of twenty-four (24) months from the last day of paid sick leave, an Employee:
  - (i) is not capable of resuming work pursuant to section (a); or
  - (ii) for whom, after a reasonable effort having been made pursuant to section (b), alternate employment is not available;

it shall be deemed that the employment relationship has terminated, provided that such termination is not contrary to any right conferred under this Collective Agreement or any law of Canada or Alberta.

25.13 The reinstatement of an Employee in accordance with this Article shall not be construed as being in violation of the posting and/or scheduling provisions of Articles 11, 12A, 12B, 29A, 29B, 40A, 40B, and 40C.

25.14 An Employee whose status has changed due to layoff from Regular Employee to a Casual Employee, with the same Employer, shall have her sick leave credits suspended, and should she return to regular employment with the Employer, the accrued sick leave credits shall be reinstated.

## ARTICLE 26

### ERS' C1 C

- 26.01 (a) An Employee who is incapacitated and unable to work as a result of an accident sustained while on duty in the service of the Employer within the meaning of the *Workers' Compensation Act*, shall continue to receive full net take home pay, provided the Employee assigns over to the Employer, on proper forms, the monies due from the Workers' Compensation Board for time lost due to accident. A deduction of one-tenth (1/10<sup>th</sup>) day shall be charged against sick leave credits for each day an Employee is off work. Employees shall only receive full net take home pay to the extent that one-tenth (1/10<sup>th</sup>) day can be deducted from sick leave credits, following which time the Employee will be deemed to be on sick leave without pay pursuant to Article 25.12.

- (b) For the purposes of Article 26, full net take home pay shall be calculated at the Basic Rate of Pay for regularly scheduled hours of work, less any statutory deductions and benefit deductions as calculated prior to the accident referenced in Article 26.01(a). In no event shall the Employee's full net take home pay exceed the full net take home pay the Employee was receiving prior to the accident.
- (c) Article 26.01(a) and (b) above shall be applicable only to Employees who are injured on or after the date of ratification of this Collective Agreement.

26.02 An Employee receiving compensation benefits under Article 26.01 shall be deemed on Workers' Compensation leave 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 23.03, 25.02, and 29C.10;
- (c) not be entitled to Named Holidays with pay falling within the period of Workers' Compensation leave in excess of thirty (30) days; and
- (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.

26.03 An Employee on Workers' Compensation leave and 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 provide the Employer with twenty-eight (28) days' written notice of readiness to work. Such advance notice shall not be required in the case of short-term absence on Workers' Compensation leave, i.e., where the expected duration of the leave at the time of onset was less than twenty-eight (28) calendar days. The Employer shall then reinstate the Employee 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 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 Employee Benefits Plans, in accordance with Articles 24 or 25.

- 26.04 The reinstatement of an Employee in accordance with this Article shall not be construed as being in violation of the posting and/or scheduling provisions of Articles 11, 12A, 12B, 29A, 29B, 40A, 40B and 40C.
- 26.05 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.
- 26.06 The Employee shall keep the Employer informed of the prognosis of her condition on a schedule set by the Employer and the Employee.

## **ARTICLE 27**

### **LEAVE OF ABSENCE**

#### 27.01 **General Conditions**

- (a) (i) Requests for a leave of absence, without pay or benefit of Employer contributions will, where possible, be made in writing to the proper officer of the Employer with as much advanced notice as possible.
- (ii) Recognizing that the primary commitment of the Employee is to the Employer, the granting of leaves of absence is subject to the approval of the Employer. Except in exceptional circumstances the Employer will reply in writing to a request for leave of absence within fourteen (14) days of receipt of the request.
- (b) Except as provided in Article 27.01(c), during leaves of absence without pay of longer than thirty (30) calendar days, subject to approval by the Insurer(s), Employees may elect to maintain coverage of contributory plans specified in Article 24: Employee Benefit Plan, provided that the Employee makes prior arrangements to pay full premium costs. In failure to remit the full payment required above, reinstatement in any and all plans shall be subject to the enrolment and other requirements of the underwriter.
- (c) For the portion of maternity leave during which an Employee has a valid health-related reason for being absent from work and who is in receipt of sick leave, EI SUB Plan benefits, STD or LTD, benefit plan premium payments shall be administered in the same fashion as an Employee absent due to illness.
- (d) An Employee who has been granted leave of absence and overstays the leave without permission of the Employer, shall automatically terminate her position; except in cases of extenuating circumstances acceptable to the Employer.

- (e) Employees shall not be entitled to Named Holidays with pay, which may fall during a period of leave of absence without pay.
- (f) Employees granted leave of absence for more than one (1) month may, at the discretion of the Employer, be required to use up accumulated vacation entitlement prior to returning to duty.
- (g) When an Employee is on leave of absence without pay and is receiving STD or LTD benefits, she may continue participation in the Alberta Health Care Insurance Plan for the period of her employment pursuant to Article 25.12 from the last day of paid sick leave, by paying the full premium costs to the Employer.

27.02

**Union Representative**

- (a) When it is necessary for a Union member to make a request for a leave of absence to perform the duties of any office of the Union, the application for leave must be made in writing to the Employer for approval. The application for leave will be made in writing to the proper officer of the Employer with as much advanced notice as possible.
- (b) The Employer shall not unreasonably withhold leave of absence for Employees elected or appointed to represent the Union at Conventions, Workshops, Institutes, Seminars, Schools or to attend meetings as a member of the Union's Provincial Executive Board.
- (c) 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.
- (d) One (1) Employee who is elected for a full-time position with the Union shall be granted leave of absence without pay and without loss of seniority. If it is permissible under the pension and group life plan and any other welfare plans, the Employee shall have the right to pay the full cost, including the Employer's share, during the period of such leave of absence.

27.03

**Negotiations**

An Employee elected or appointed to the Union Bargaining Committee shall be granted time off with pay and without loss of seniority in order to participate in negotiations with the Employer and/or the HBA Services. When requesting such leave, the Employee shall endeavour to provide as much advanced notice as possible to the Employer. 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.

27.04

(a) **Maternity Leave**

(i) An Employee who has completed six (6) months' continuous employment shall, upon her written request, providing at least fourteen (14) calendar days advance notice, be granted maternity leave to become effective at any time during the twelve (12) weeks immediately preceding the expected date of delivery, provided that she commences maternity leave no later than the date of delivery. If during the twelve (12) week period immediately preceding the estimated date of delivery the pregnancy interferes with the performance of the Employee's duties the Employer may, by notice in writing to the Employee, require the Employee to commence maternity leave forthwith. Such leave shall be without pay and benefits, except for the 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. Maternity leave shall not exceed twelve (12) months unless mutually agreed otherwise between the Employer and the Employee.

(ii) An Employee requesting an extension of maternity leave and who has unused vacation entitlement may be required to take the vacation pay as a part, or all, of the period of the extension.

(b) **Paternity Leave**

A father-to-be who has completed six (6) months' continuous employment shall, upon his written request, be granted an unpaid leave to commence two (2) weeks prior to the delivery or such longer period as may be mutually agreed between the Employee and the Employer. Such leave shall be without pay and benefits and shall not exceed thirty-seven (37) weeks.

(c) (i) Subject to section (ii), an Employee on maternity leave or paternity leave shall provide the Employer with at least fourteen (14) calendar days' notice of readiness to return to work, following which the Employer will reinstate her in the same or an equivalent position at not less than the same step in the pay scale and other benefits that accrue to her up to the date she commenced leave.

- (ii) In the event that during the period of an Employee's maternity leave or paternity leave, the position from which the Employee is on such leave has been eliminated due to reduction of the working force or discontinuation of an undertaking or activity and the Employer has not increased the working force or resumed operations on the expiry of the Employee's maternity leave or paternity leave and the returning Employee does not have sufficient seniority to displace any other incumbent, the name of the Employee will be added to the list of laid off Employees. Upon increasing the working force, resumption of the business, undertaking, or activity, recall or reinstatement to the working force shall be in compliance with Article 32.16.

## 27.05

### **Adoption Leave**

- (a) An Employee who has completed six (6) months' continuous employment shall upon written request, giving fourteen (14) calendar days' notice before the Employee can reasonably expect to first obtain custody of the child being adopted, be granted leave without pay for up to twelve (12) months as necessary for the purpose of adopting a child.
- (b) Where the Employee is unable to comply with Article 27.05(a) the Employee may commence adoption leave upon one (1) day's notice provided that application for such leave was made when the adoption was approved and the Employer is kept informed of the progress of the adoption proceedings.
- (c)
  - (i) Subject to Article 27.05(c)(ii) an Employee granted adoption leave shall provide the Employer with fourteen (14) calendar days' notice of readiness to return to work, following which the Employer will reinstate her in the same or an equivalent position at not less than the same step in the pay scale and other benefits that accrue to her up to the date she commenced leave.
  - (ii) In the event that during the period of an Employee's adoption leave, the position from which the Employee is on such leave has been eliminated due to reduction of the working force or discontinuation of the undertaking or activity and the Employer has not increased the working force or resumed operations on the expiry of the Employee's adoption leave and the returning Employee does not have sufficient seniority to displace any other incumbent, the name of the Employee will be added to the list of laid off Employees. Upon increasing the work force, resumption of the business, undertaking or activity, recall or reinstatement to the working force shall be in compliance with Article 32.16.

27.06 **Court Appearance**

- (a) An Employee required by law to appear before a court of law as a witness in matters arising out of her employment with the Employer, or as a member of a jury, shall be paid the difference between the pay received for such court service and the pay the Employee would have normally received if she had been working, based on the Basic Rate of Pay.
- (b) Where an Employee is required by law to appear before a court of law for reasons other than those stated in (a) above, she shall be granted a leave of absence without pay.

27.07 **Bereavement Leave**

- (a)
  - (i) Upon request, an Employee shall be granted reasonable leave of absence in the event of a death of a member of the Employee's immediate family (i.e., spouse, including common-law and/or same-sex relationship, child, step-child, parent, step-parent, brother, step-brother, sister, step-sister, mother-in-law, father-in-law, son-in-law, daughter-in-law, grandparent, grandchild, guardian or fiancé).
  - (ii) For the first five (5) calendar days of such leave of absence, the Employee shall suffer no loss of regular earnings. The Employer may extend bereavement leave by up to two (2) additional days where travel is required. Bereavement leave may include normal days off and/or vacation but no additional payment is due therefore.
- (b) 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.
- (c) An Employee shall not be required to take previously unscheduled vacation leave in lieu of bereavement leave when she is entitled to that bereavement leave.

27.08 **Educational Leave**

- (a) For the purpose of determining salary increments, an Employee who is granted leave of absence for educational purposes, subject to the conditions provided in Article 27.01, shall be deemed to remain in the continuous service of the Employer for the first twenty (20) months of such period of leave.
- (b) During 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.



27.09 **Family Leave**

If an Employee is unable to report to work as the result of illness in the immediate family requiring the Employee's personal attention, she shall inform the Employer of such with as much advance notice as possible and she shall use either a vacation day, a day in lieu of a Named Holiday, banked overtime or an unpaid leave of absence for the hours not worked. Such absence from work shall not exceed four (4) working days per year. The Employee may be required to submit satisfactory proof of illness.

27.10 **Terminal Care Leave**

- (a) An Employee with a qualified relative in the end-stage of life shall be entitled to leave of absence without pay but with benefits at the normal cost-sharing, for a period up to six (6) months. Qualified relative means a person in a relationship to the Employee for whom the Employee would be eligible for the compassionate care benefit under Employment Insurance legislation.
- (b) Employees may be required to submit to the Employer satisfactory proof demonstrating the need for Terminal Care Leave.

**ARTICLE 28**

**PENSION PLAN**

- 28.01 (a) The Employer shall contribute to the Local Authorities Pension Plan for retirement benefits for eligible participating Full-time Employees in accordance with the regulations of the Plan.
- (b) The Employer shall contribute to the aforementioned pension plan for eligible Part-time Employees who request enrolment in the Plan provided they are regularly scheduled to work at least fourteen (14) hours per week averaged over one (1) complete cycle of the shift schedule.

28.02 The Employer shall distribute to all Employees brochures and other relevant material outlining the above Plan upon hiring and when there are changes to the Plan.

**ARTICLE 29A**

**HOURS OF WORK FOR REGULAR PART-TIME EMPLOYEES**

**FACILITY**

29A.01 Article 12A: Hours of Work (for facility Employees) is replaced and superseded by the following provisions.

- 29A.02 Regular hours of work, exclusive of meal periods, shall be up to seven and three-quarter (7 3/4) consecutive hours in any day and shall be less than thirty-eight and three-quarter (38 3/4) hours per week, averaged over one (1) complete cycle of the shift schedule. The ratio of work days to non-work days shall not exceed 5:2 in a six (6) calendar week period.
- 29A.03 Regular hours of work shall be deemed to:
- (a) include, as scheduled by the Employer, either:
    - (i) one (1) rest period of fifteen (15) minutes during each half shift of three point eight seven (3.87) hours; or
    - (ii) one (1) rest period of thirty (30) minutes during each full working shift of seven and three-quarter (7 3/4) hours, if this is more compatible with scheduling of work assignments;

the alternative to be applied shall be at the discretion of the Employer.
  - (b) exclude a meal period of not less than thirty (30) minutes to be scheduled by the Employer during each working day on which the Employee works in excess of four (4) hours.
- 29A.04
- (a) Notwithstanding that the meal break is to be excluded in the calculation of regular hours of work, if the Employer requires an Employee to be readily available for duty during her meal period, she shall be so advised in advance and be paid for that meal period at her Basic Rate of Pay.
  - (b) If an Employee is recalled to duty or if the Employer requires an Employee to work during her meal period or rest period she shall be given a full meal period or rest period later in her shift, or, where that is not possible, be paid for the meal period or rest period as follows:
    - (i) for a rest period, at two times (2X) her Basic Rate of Pay; or
    - (ii) for a meal period for which the Employee is entitled to be paid in accordance with Article 29A.04(a), at two times (2X) her Basic Rate of Pay; or
    - (iii) for a meal period for which the Employee is not otherwise entitled to be paid, at two times (2X) her Basic Rate of Pay.
- 29A.05 Subject to Article 29A.13, shift schedules shall be posted twelve (12) weeks in advance or such shorter period as is mutually agreed between the Employer and a local chapter representative of the Union. The Employer shall allow a representative of the Union to reproduce a copy of the posted shift schedule which is inclusive of changes made by mutual agreement in accordance with Article 29A.06(a).

- 29A.06 (a) Except in cases of emergency or by mutual agreement between a Part-time Employee and the Employer, shift schedules shall provide for:
- (i) at least fifteen and one-half (15 1/2) hours off duty between shifts;
  - (ii) not scheduled to work on two (2) weekends in a five (5) week period. "Weekend" shall mean a Saturday and the following Sunday, assuring a minimum of fifty-six (56) hours off duty;
  - (iii) where operationally practicable as determined by the Employer, Article 29A.06(a)(ii) above may be amended to half of the weekends off over one (1) complete cycle of the shift schedule. Where a shift schedule provides for half of the weekends off over one complete cycle of the shift schedule, such ratio will not be changed unless the Employer determines the ratio has become operationally impracticable;
  - (iv) an Employee shall not be scheduled to work seven (7) consecutive shifts more than twice in a five (5) week period;
  - (v) an Employee will not be scheduled to work more than seven (7) consecutive days.
- (b) There shall be two (2) optional scheduling systems available which may be applied upon mutual agreement, in writing, between the Employer and the Union. Where an option is applied, the relevant provisions of Article 29A.06(a) above shall be amended as follows:

**Option 1**

- (i) at least fifteen and one-half (15 1/2) hours off duty between shifts;
- (ii) not scheduled to work on two (2) weekends in a six (6) week period. "Weekend" shall mean:
  - (A) one (1) Saturday and the following Sunday and one (1) Friday and the following Saturday assuring a minimum of fifty-six (56) hours off duty; or
  - (B) one (1) Saturday and the following Sunday and one (1) Sunday and the following Monday assuring a minimum of fifty-six (56) hours off duty;
- (iii) not more than six (6) consecutive days of work.

**Option II**

- (i) at least fifteen and one-half (15 1/2) hours off duty between shifts;

- (ii) not scheduled to work on two (2) weekends in a five (5) week period. "Weekend" shall mean a Saturday and the following Sunday, assuring a minimum of fifty-six (56) hours off duty;
- (iii) not more than six (6) consecutive scheduled days of work.

Except when application of this Article is waived by mutual agreement between the Employee and the Employer, if an Employee is required by the Employer to change shifts without receiving fifteen and one-half (15 1/2) hours off duty, she shall be entitled to premium pay at two times (2X) her Basic Rate of Pay for that shift. This section does not apply to cases where Article 29A.13 has been applied in altering a shift schedule.

- (c) Additional optional scheduling systems may be mutually agreed to in writing between the Employer and the Union.

29A.07 Employees shall be aware that, in the course of their regular duties, they may be required to work on various shifts throughout the twenty-four (24) hour period of the day and the seven (7) days of the week. The first (1<sup>st</sup>) shift of the working day shall be the one wherein the majority of hours worked fall between twenty-four hundred (2400) hours and zero eight hundred (0800) hours.

29A.08 (a) The Employer, in scheduling shifts, shall take into consideration an Employee's request for certain shift schedules, subject to the requirements of Article 29A.06.

(b) The shift patterns which may be available are:

- (i) days, evenings, nights (rotation);
- (ii) days only;
- (iii) evenings only (only by Employee request);
- (iv) nights only (only by Employee request);
- (v) evenings and days (rotation);
- (vi) nights and evenings (rotation) (only by Employee request);
- (vii) nights and days (rotation).

(c) (i) A request by an Employee to work shift patterns 29A.08(b)(iii), (iv) or (vi) shall not be unreasonably denied, provided however that the Employer shall have the right to assign periods of day duty for the purpose of maintaining proficiency totaling not more than one hundred sixteen and one-quarter (116 1/4) regular hours worked in a calendar year. An Employee who has requested to work shift pattern 29A.08(b)(iii), (iv) or (vi), may alter such request only after:

- (A) having worked such shift pattern for a minimum of twelve (12) months; and
  - (B) upon giving written notice to the Employer.
- (ii) Upon receiving a request or requests to revert under Article 29A.08(c), the Employer shall provide all other Employees working shift patterns 29A.08(b)(iii), (iv) or (vi) on the schedule notice of the reversion request to determine whether or not they also wish to revert, commencing with the posting of the revised shift schedule in Article 29A.08(c)(iii)(A). Such notice will be provided regardless of how long the other Employees on the schedule have worked in those shift patterns.
- (iii) The Employer:
- (A) shall post a revised shift schedule to become effective within fourteen (14) weeks of receiving the initial request(s); and
  - (B) shall not be required to revise the shift schedule more than once in any twelve (12) month period, commencing from the revised shift schedule's implementation date.
- (d) An application under Article 11: Appointments and Transfers, in response to a position with shift patterns listed in Article 29A.08(b)(iii), (iv) or (vi), constitutes an Employee request for the purposes of Article 29A.08.
- (e) (i) Employees working shift choices (i), (v) and (vii), shall be assigned a day duty at least one-third (1/3) of the time during the shift cycle. For the purpose of applying the foregoing an Employee will be deemed to have been assigned day duty for those periods of time absent on vacation or on or for a Named Holiday that would have except for such absence been day duty to which the Employee would have been assigned in accordance with the shift schedule.
- (ii) Where operationally practicable as determined by the Employer, Article 29A.08(e)(i) above may be amended to up to two-fifths (2/5) day duty during the shift cycle.
- (f) An Employee will not be required to work split shifts except by mutual agreement between the Employee and the Employer.
- 29A.09 (a) Employees may exchange shifts among themselves, provided that:
- (i) the exchange is agreed to, in writing, between the affected Employees; and

- (ii) prior approval of such exchange has been given by the Employee's immediate supervisor.
  - (b) Where such'a request is made in writing, the Employer's reply shall also be in writing.
  - (c) Such exchange shall be recorded on the shift schedule.
  - (d) Such exchange shall not be deemed a violation of the provisions of this Collective Agreement.
- 29A.10 In the event an Employee's scheduled shift is cancelled with less than seven (7) days' notice, a make-up shift shall be scheduled for the next following cycle of the shift schedule. When an Employee reports for work as scheduled, and is informed that the shift has been cancelled, the Employee will be compensated for the inconvenience by a payment of three (3) hours' pay at the Employee's Basic Rate of Pay.
- 29A.11 A Regular Employee shall not be scheduled to work more than two (2) different shifts between scheduled days off except as mutually agreed between the Employer and the Employee.
- 29A.12
- (a) A Part-time Employee may work additional shifts.
  - (b) Where a Part-time Employee volunteers or agrees when requested to work additional shifts, she shall be paid her basic rate for such hours, or if applicable, at the overtime rate(s) provided in Article 29C.02:
    - (i) for those hours worked in excess of seven and three-quarter (7 3/4) hours in a day; or
    - (ii) for work performed by the Employee on days in excess of the work ratio referred to in Article 29A.02.
  - (c) Where the Employer requires a Part-time Employee to work without her having volunteered or agreed to do so, she shall be paid the applicable overtime rate provided in Article 29C.02.
  - (d) At the time additional work is being offered, the Employee shall be responsible for advising the Employer that the Employee will be in an overtime situation if she accepts the additional work. The Employer is not obligated to call in Part-time Employees for additional work if such additional work would result in the Employer having to incur overtime costs.

- 29A.13 Except when application of this Article is waived by mutual agreement between the Employee and the Employer, if, in the course of a posted schedule, the Employer changes an Employee's scheduled shift, she shall be paid at the rate of two times (2X) her Basic Rate of Pay for all hours worked during the first (1<sup>st</sup>) shift of the changed schedule, unless seven (7) calendar days' notice of such change has been given.
- 29A.14 On the date fixed by proclamation, in accordance with the *Daylight Savings Time Act*, of conversion to Mountain Standard Time, regular hours of work shall be extended to include the resultant additional hour with additional payment due therefor at the applicable overtime rate. On the date 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.
- 29A.15 (a) Regular Part-time Employees may work flexible hours by mutual agreement between the Employee and Employer, whereby at a mutually agreeable time the Employer will provide and the Employee shall take time off:
- (i) for those hours worked during the normal rest period; and
  - (ii) in place of overtime pay for those hours worked in excess of seven and three-quarter (7 3/4) hours in a day or thirty-eight and three-quarter (38 3/4) hours in a week averaged over one (1) cycle of this shift schedule,
- in which event Articles 29A.02, 29A.05, 29A.06 and 29C.02 shall have no application.
- (b) The Employee shall be paid for the time taken off in place of overtime pay at the same rate the Employee would have been paid wages had the Employee worked those hours on a normal working day.
- (c) If time off in place of overtime pay is not provided and taken in accordance with the foregoing, the Employee will be paid overtime pay in accordance with Article 29C.02.

## **ARTICLE 29B**

### **HOURS OF WORK FOR REGULAR PART-TIME EMPLOYEES**

#### **COMMUNITY AND MENTAL HEALTH CLINICS**

- 29B.01 Article 12B: Hours of Work (for community and mental health clinic Employees) is replaced and superseded by the following provisions.

- 29B.02 Regular hours of work, exclusive of meal periods, shall be up to seven and three-quarter (7 3/4) consecutive hours in any day and shall be less than thirty-eight and three-quarter (38 3/4) hours per week, averaged over one (1) complete cycle of the shift schedule. The ratio of work days to non-work days shall not exceed 5:2 in a **six (6)** calendar week period.
- 29B.03 Regular hours of work shall be deemed to:
- (a) include, as scheduled by the Employer, either:
    - (i) one (1) rest period of fifteen (15) minutes during each half shift of three point eight seven (3.87) hours; or
    - (ii) one rest period of thirty (30) minutes during each full working shift of seven and three-quarter (7 3/4) hours, if this is more compatible with scheduling of work assignments;

the alternative to be applied shall be at the discretion of the Employer.
  - (b) exclude a meal period of not less than thirty (30) minutes to be scheduled by the Employer during each working day on which the Employee works in excess of four (4) hours.
- 29B.04
- (a) Notwithstanding that the meal break is to be excluded in the calculation of regular hours of work, if the Employer requires an Employee to be readily available for duty during her meal period, she shall be so advised in advance and be paid for that meal period at her Basic Rate of Pay.
  - (b) If an Employee is recalled to duty or if the Employer requires an Employee to work during her meal period or rest period she shall be given a full meal period or rest period later in her shift, or, where that is not possible, be paid for the meal period or rest period as follows:
    - (i) for a rest period, at two times (2X) her Basic Rate of Pay; or
    - (ii) for a meal period for which the Employee is entitled to be paid in accordance with Article 29B.04(a), at two times (2X) her Basic Rate of Pay; or
    - (iii) for a meal period for which the Employee is not otherwise entitled to be paid, at two times (2X) her Basic Rate of Pay.
- 29B.05
- (a) Except in cases of emergency or by mutual agreement between a Part-time Employee and the Employer, shift schedules shall provide for:
    - (i) weekends off to be equally distributed over a shift cycle among Regular Full-time and Regular Part-time Employees who perform the work involved;



- (ii) Article 29B.05(a)(i) above does not apply to an Employee who is hired into, or by choice is in, a position that is assigned to work weekends on a regular basis;
    - (iii) Employee will not be scheduled to work more than six (6) consecutive days.
  - (b) Additional scheduling systems may be mutually agreed to in writing between the Employer and the Union.
- 29B.06 Notwithstanding Article 2.11, 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.
- 29B.07 An Employee will be paid for regularly scheduled hours of work at her Basic Rate of Pay when a work period is cancelled by the Employer or client with less than twenty-four (24) hours' notice provided that no alternative assignment is available.
- 29B.08 Employees shall be aware that, in the course of their regular duties, they may be required to work on various shifts throughout the twenty-four (24) hour period of the day and the seven (7) days of the week. The first (1<sup>st</sup>) shift of the working day shall be the one wherein the majority of hours worked fall between twenty-four hundred (2400) hours and zero eight hundred (0800) hours.
- 29B.09
- (a) Employees may exchange shifts among themselves, provided that:
    - (i) the exchange is agreed to, in writing, between the affected Employees; and
    - (ii) prior approval of such exchange has been given by the Employee's immediate supervisor.
  - (b) Where such a request is made in writing, the Employer's reply shall also be in writing.
  - (c) Such exchange shall be recorded on the shift schedule.
  - (d) Such exchange shall not be deemed a violation of the provisions of this Collective Agreement.
- 29B.10 On the date fixed by proclamation, in accordance with the *Daylight Savings Time Act*, of conversion to Mountain Standard Time, regular hours of work shall be extended to include the resultant additional hour with additional payment due therefor at the applicable overtime rate. On the date 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.

- 29B.11 (a) Employees may work flexible hours by mutual agreement between the Employee and Employer, whereby at a mutually agreeable time the Employer will provide and the Employee shall take time off:
- (i) for those hours worked during the normal rest period; and
  - (ii) in place of overtime pay for those hours worked in excess of seven and three-quarter ( $7 \frac{3}{4}$ ) hours in a day or thirty-eight and three-quarter ( $38 \frac{3}{4}$ ) hours in a week averaged over one (1) cycle of this shift schedule,
- in which event Articles 29B.02, 29B.05 and 29C.02 shall have no application.
- (b) The Employee shall be paid for the time taken off in place of overtime pay at the same rate the Employee would have been paid wages had the Employee worked those hours on a normal working day.
  - (c) If time off in place of overtime pay is not provided and taken in accordance with the foregoing, the Employee will be paid overtime pay in accordance with Article 29C.02.
- 29B.12 (a) Every reasonable effort will be made to schedule Regular Employees to their regular FTE.
- (b) Every reasonable effort will be made to distribute additional work at the site on the basis of seniority.
  - (c) Notwithstanding Article 29B.12(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.
  - (e) At the time additional work is being offered, the Employee shall be responsible for advising the Employer that the Employee will be in an overtime situation if she accepts the additional work. The Employer is not obligated to call in Part-time Employees for additional work if such additional work would result in the Employer having to incur overtime costs.

**ARTICLE 29C**

**REGULAR PART-TIME EMPLOYEES**

29C.01 Subject to Articles 29A and 29B, all provisions of this Collective Agreement shall apply to Regular Part-time Employees, except:

Article 13: Overtime  
Article 22: Named Holidays  
Article 23: Vacation  
Article 25: Sick Leave

**Overtime**

- 29C.02
- (a) The overtime rate of two times (2X) shall be paid for work authorized by the Employer and performed by the Employee on days in excess of the work ratio referred to in Articles 29A.02 or 29B.02, as applicable. The Employer shall provide on each ward or unit overtime forms which are to be signed by the designated authorized person and a copy shall be given to the Employee at the time the overtime is worked.
  - (b) Overtime may be accumulated and taken in time off at a mutually acceptable time at the applicable premium rate. Time off not taken by March 31<sup>st</sup> in any given year shall be paid out unless otherwise mutually agreed. Such request to carry over lieu time shall be submitted by the Employee in writing prior to March 31<sup>st</sup>, and shall not be unreasonably denied.
  - (c) The Employer shall designate an individual at the site who may authorize overtime. The Employer shall not unreasonably deny authorization after the fact for overtime worked where such overtime has arisen as a result of unforeseeable circumstances in which it is impossible to obtain prior authorization.
  - (d) An Employee who attends an overnight client recreational/therapeutic activity authorized by the Employer shall be paid, in addition to her basic rate for her normal shift, an allowance of forty dollars (**\$40.00**) for each day in attendance at such activity. Participation by an Employee in such activity shall be voluntary.
  - (e) In the event an Employee works a double shift, the Employee shall be provided with access to a meal and snacks during the second shift at no cost.

**Named Holidays**

29C.03 A Part-time Employee required to work on a Named Holiday shall be paid at:

- (a) one and one-half times (1 1/2X) her Basic Rate of Pay for work performed up to seven and three-quarter (7 3/4) hours;
- (b) overtime worked on that Named Holiday shall be paid at the rate of two and one-half times (2 1/2X) her Basic Rate of Pay.

29C.04 Regular Part-time Employees shall be paid, in addition to their Basic Rate of Pay, four point six percent (4.6%) of this rate per pay period in lieu of the Named Holidays.

29C.05 (a) **An** Employee shall be so scheduled as to provide her with days off on at least three (3) 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) An Employee granted Christmas Day off in accordance with Article 29C.05(a) shall be scheduled such that she shall have two (2) consecutive days where she will not be obliged to work (i.e., December 24<sup>th</sup> and 25<sup>th</sup> or December 25<sup>th</sup> and 26<sup>th</sup>).

(ii) An Employee granted New Year's Day off in accordance with Article 29C.05(a) shall be scheduled such that she shall have two (2) consecutive days where she will not be obliged to work (i.e., December 31<sup>st</sup> and January 1<sup>st</sup> or January 1<sup>st</sup> and 2<sup>nd</sup>).

**Vacation**

29C.06 **Definition**

Vacation" means vacation with pay.

29C.07 (a) Regular Part-time Employees shall earn vacation with pay calculated in hours in accordance with the following formula:

Employer paid hours at the Basic Rate of Pay	X	The applicable %outlined below	=	Number of paid vacation hours to be taken
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(i) six percent (6%) during the first (1<sup>st</sup>) and second (2<sup>nd</sup>) employment years; or

(ii) eight percent (8%) during the third (3<sup>rd</sup>) to fourteenth (14<sup>th</sup>) employment years; or

(iii) ten percent (10%) during the fifteenth (15<sup>th</sup>) to twenty-fourth (24<sup>th</sup>) employment years; or

(iv) twelve percent (12%) during the twenty-fifth (25<sup>th</sup>) and subsequent employment years.

Effective April 1, 2007, Article 29C.07 shall be amended as follows:

- (i) six percent (6%) during the first (1<sup>st</sup>) employment years; or
- (ii) eight percent (8%) during the second (2<sup>nd</sup>) to ninth (9<sup>th</sup>) employment years; or
- (iii) ten percent (10%) during the tenth (10<sup>th</sup>) to nineteenth (19<sup>th</sup>) employment years; or
- (iv) twelve percent (12%) during the twentieth (20<sup>th</sup>) and subsequent employment years.

29C.08

(a) **Time of Vacation**

- (i) (A) As far as possible, Part-time Employees shall be granted their choice of vacation periods; however, the final allotment of vacation remains within the responsibility and the authority of the Employer. The Employer shall post the vacation schedule planner by January 1<sup>st</sup> of each year. Where an Employee submits her vacation preference by March 15<sup>th</sup> of that year, the Employer shall indicate approval or disapproval of that vacation request by April 30<sup>th</sup> of the same year. A vacation period may be divided by mutual agreement between the Employee and the Employer.
- (B) When an Employee submits a written vacation request after April 30<sup>th</sup>, the Employer shall provide written approval or disapproval of the vacation request within ten (10) working days of the request.
- (ii) Seniority within each classification shall be the determining factor when there is a dispute regarding preference for the time that vacation is to be taken.
- (iii) A request to utilize vacation shall be made in writing to the Employer. The request shall be subject to the approval of the Employer and shall not exceed the number of vacation days accrued to the date of the first (1<sup>st</sup>) day of vacation.
- (iv) Once vacations are authorized by the Employer they shall not be changed except in cases of emergency or by mutual agreement between the Employer and the Employee.
- (v) An Employee shall be permitted to maintain a level of vacation accrual up to one (1) year's vacation entitlement, plus an additional five (5) days.

- (vi) An Employee required by the Employer to return to work during her vacation will receive two times (2X) her Basic Rate of Pay for hours worked. In addition to receiving the premium pay, the time so worked will be rescheduled as vacation leave with pay.

(b) **Vacation Earning Portability**

Where a voluntarily terminated Part-time Employee commences employment within six (6) months of date of termination of employment with the same Employer or another Employer signatory to a collective agreement containing this provision, such Employee shall, accrue vacation pay as though her employment has been continuous. At the request of the Employee the Employer shall provide the Employee with a written statement of her vacation entitlement upon termination.

**Sick Leave**

29C.09 Sick leave is provided by the Employer, for the purpose of maintaining regular earnings during absences due to illness or accident for which compensation is not payable under the *Workers' Compensation Act* or for quarantine by a Medical Officer of Health.

29C.10 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 hours worked by the Employee in relation to the regularly scheduled hours for a Full-time Employee, up to a maximum of one hundred and twenty (120) working days. Provided however, that an Employee shall not be entitled to apply sick leave credits for absences due to illness for additional shifts worked pursuant to Article 29A.11 or 29B.12, as applicable.

In the case of:

- (a) illness;
- (b) injury;
- (c) layoff;
- (d) leave of absence;
- (e) unpaid leave while in receipt of weekly indemnity as provided for by the short-term disability income insurance plan or the long-term disability' income insurance plan; and
- (f) periods while in receipt of compensation from the Workers' Compensation Board;

sick leave shall not accrue during the period of such absence in excess of one (1) month.

- 29C.11 Part-time Employees reporting sick shall advise the Employer as soon as possible and regularly thereafter as required by the Employer.
- 29C.12 Subject to the above, a Part-time Employee granted sick leave shall be paid for the period of such leave at the Basic Rate of Pay and the number of hours thus paid shall be deducted from her accumulated sick leave credits up to the total amount of the Employer's accumulated credits at the time sick leave commenced.
- 29C.13 Employees may be required to substantiate, in the form prescribed by the Employer, any claim for sick leave. Payment of sick leave benefit shall not be effected until required substantiation has been supplied.
- 29C.14 When a Part-time Employee has accrued the maximum sick leave credit of one hundred and twenty (120) working days, she shall no longer accrue sick leave credits until such time as her total accumulation is reduced below the maximum. At that time she shall recommence accumulating sick leave credits.
- 29C.15 (a) If a Part-time 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.
- (b) Where a Part-time Employee is required to travel for the purposes of medical referral and/or treatment, she shall have the right to utilize accumulated sick leave credits for such absence, provided she has been given prior authorization by the Employer.
- (c) The Employee may be required to submit satisfactory proof of appointments referred to in Article 29C.15(a) and (b).
- 29C.16 (a) Except as hereinafter provided, sick leave will not be paid in respect of any illness or injury which is incurred during the period of the scheduled vacation once vacation leave has commenced. In the event that the illness or injury prevents the Employee from resuming her duties at the conclusion of the vacation period and she has substantiated her claim for sick leave, income continuance thereafter will be in accordance with Article 29C.12. Notwithstanding the foregoing, should an 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 deemed to be on sick leave for the period of the stay in hospital, subject to the provisions of Article 29C.12. Vacation time not taken as a result of such stay in hospital shall be rescheduled to a mutually agreed later time frame.

- (b) In the event an illness or injury preventing an Employee from performing her usual duties occurs prior to the scheduled start of the vacation period, and provided proper substantiation of her claim to sick leave has been provided, the absence on account of the illness or injury will be treated as sick leave pursuant to Article 29C.12 until the Employee has recovered sufficiently to permit the resumption of her usual duties. Time not utilized as vacation leave as a result of the' above illness or injury will be rescheduled to a mutually agreed later time frame.

29C.17 Upon request of an Employee but not more frequently than once a year, the Employer shall advise an Employee of her accrued sick leave credits.

29C.18 (a) An Employee who has accrued sick leave entitlement under the terms of this Collective Agreement shall, upon the voluntary termination of her employment with the Employer, be entitled to retain such entitlement provided she enters into employment with an Employer who is also Party to a collective agreement with an identical sick leave provision, within six (6) months of the date of her termination of employment.

- (b) Otherwise sick leave credits shall be cancelled and no payments shall be due therefore. This entitlement shall not apply during the Employee's probationary period. At the request of the Employee, the Employer shall provide the Employee with a written statement of her accumulated sick leave entitlement upon termination.

29C.19 An 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 or benefits except as provided in Article 27.01(g), for the duration of the illness or as provided below, whichever first occurs. The Employee shall keep the Employer advised as to when she shall be expected back to work and shall provide the Employer with twenty-eight (28) days' written notice of readiness to return to work and:

- (a) if the Employee is capable of performing the duties of her former position she shall be reinstated by the Employer in the same position which she held immediately prior to her disability at not less than the same step in the pay scale and other benefits that accrued to her prior to her disability.
- (b) if the Employee is incapable of performing the duties of her former position, but is capable of performing the duties of her former classification, a reasonable effort shall be 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.
- (c) if, at the expiration of twenty-four (24) months from the last day of paid sick leave, an Employee:
  - (i) is not capable of resuming work pursuant to section (i); or



- (ii) for whom, after a reasonable effort having been made pursuant to section (ii), alternate employment is not available;

it shall be deemed that the employment relationship has terminated, provided that such termination is not contrary to any right conferred under this Collective Agreement or any law of Canada or Alberta.

29C.20 An Employee whose status has changed due to layoff from Regular Employee to a Casual Employee, with the same Employer, shall have her sick leave credits suspended, and should she return to regular employment with the Employer, the accrued sick leave credits shall be reinstated.

### ARTICLE 30

EM                      EM                      EES

30.01 All provisions of this Collective Agreement shall apply to Temporary Employees, except as outlined below:

- (a) Article 10: Performance Appraisals shall not apply to Temporary Employees.

- (b) Article 11: Appointments and Transfers shall be amended to include the following provisions:

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

- (a) Such Employees shall be eligible to apply on posting of vacancies for regular positions pursuant to Article 11.01. In the event that such Employee is successful on a posting pursuant to Article 11.01, the Employer shall not be required to post any resulting vacancy of 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.

- (c) Article 24: Employee Benefit Plans shall not apply until the completion of six (6) months of continuous service.

- (d) Article 32: Layoff and Recall shall not apply to Temporary Employees.

- (e) Article 33: Discipline and Dismissal is deleted and replaced with the following provisions:

- 33.01 A Temporary Employee shall not have the right to grieve the termination of the term position.
- 33.02 The Employer shall provide at least seven (7) calendar days written notice of termination of her term position.
- 33.03 A Regular Employee occupying a temporary position shall retain her seniority and shall not have the right to grieve placement pursuant to Article 32: Layoff and Recall when no longer required in that capacity.

### **ARTICLE 31**

#### **CASUAL EMPLOYEES**

- 31.01 The provisions of this Collective Agreement shall not apply to Casual Employees except as provided by this Article.

#### **Hours of Work**

- 31.02
  - (a) Hours of work for a Casual Employee shall be up to seven and three-quarter (7 3/4) hours in a day.
  - (b) Casual Employees will not be required to work in excess of seven (7) consecutive shifts except by mutual agreement.
  - (c) A Casual Employee will not be required to work in a manner where the ratio of work days to non-work days exceeds 5:2 averaged over six (6) calendar weeks.
  - (d) Hours of work shall be deemed to include, as scheduled by the Employer, either
    - (i) one (1) rest period of fifteen (15) minutes during each half shift of three point eight seven (3.87) hours; or
    - (ii) one rest period of thirty (30) minutes during each full working shift of seven and three-quarter (7 3/4) hours, if this is more compatible with scheduling of work assignments;the alternative to be applied shall be at the discretion of the Employer.
  - (e)
    - (i) Hours of work shall be deemed to exclude a meal period of not less than thirty (30) minutes to be scheduled by the Employer during each working day on which the Employee works in excess of four (4) hours.

- (ii) Notwithstanding that the meal break is to be excluded in the calculation of regular hours of work, if the Employer requires an Employee to be readily available for duty during her meal period, she shall be so advised in advance and be paid for that meal period at her Basic Rate of Pay.
- (iii) If an Employee is recalled to duty or if the Employer requires an Employee to work during her meal period or rest period she shall be given a full meal period or rest period later in her shift, or, where that is not possible, be paid for the meal period or rest period as follows:
  - (A) for a rest period, at two times (2X) her Basic Rate of Pay rather; or
  - (B) for a meal period for which the Employee is entitled to be paid in accordance with Article 31.02(e)(ii), at two times (2X) her Basic Rate of Pay; or
  - (C) for a meal period for which the Employee is not otherwise entitled to be paid, at two times (2X) her Basic Rate of Pay.

- 31.03
- (a) No Casual Employee shall be scheduled except with her consent.
  - (b) Employees shall be aware that, in the course of their regular duties, they may be required to work on various shifts throughout the twenty-four (24) hour period of the day and the seven (7) days of the week. The first (1<sup>st</sup>) shift of the working day shall be one wherein the majority of hours worked fall between twenty-four hundred (2400) and zero eight hundred (0800) hours.

31.04 When a Casual Employee reports for work as scheduled and is informed that the shift has been cancelled, the Employee will be compensated for the inconvenience by the payment of three (3) hours' pay at the Employee's Basic Rate of Pay.

### **Extended Work Day**

31.05 All provisions pertaining to Casual Employees working the extended work day are covered in Article 40C.

### **Overtime**

31.06 (a) Overtime is all time authorized by the Employer and worked by an Employee in excess of seven and three-quarter (7 3/4) hours per day. The Employer shall provide on each ward or unit overtime forms which are to be signed by the designated authorizing person and a copy shall be given to the Employee at the time the overtime is worked.

- (b) The Employer shall designate an individual at the site who may authorize overtime. The Employer shall not unreasonably deny authorization after the fact for overtime worked where such overtime has arisen as a result of unforeseeable circumstances in which it is impossible to obtain prior authorization.
- (c) The overtime rate of two times (2X) the applicable Basic Rate of Pay shall be paid for all overtime worked.
- (d) An Employee who attends an overnight client recreational/therapeutic activity authorized by the Employer shall be paid, in addition to her basic rate for her normal shift, an allowance of forty dollars (\$40.00) for each day in attendance at such activity. Participation by an Employee in such activity shall be voluntary.

## Salaries

31.07

- (a) The Basic Rate of Pay for Casual Employees shall be as outlined in the Salaries Schedule.
- (b) Subject to any of the other terms of this Collective Agreement providing for the withholding or delay in granting of an increment, an Employee's Basic Rate of Pay will be advanced to the next higher Basic Rate of Pay and be entitled to an increment following the completion of two thousand twenty-two and three-quarter (2022 3/4) hours worked and thereafter a further increment upon the completion of each period of one thousand eight hundred thirteen and one-half (1813 1/2) hours worked to the maximum increment granted Full-time Employees.
- (c) When an Employee voluntarily transfers to a classification with a lower rate of pay her salary shall be adjusted immediately to the basic rate she would have been entitled to, had she been on the lower rated classification from commencement of employment.
- (d) An Employee whose position is reclassified to one with a lower Basic Rate of Pay, through no cause of her own, shall continue to receive her previous Basic Rate of Pay until the Basic Rate of Pay for the lower paid classification is equal to or greater than her previous Basic Rate of Pay, or for a period of twenty-four (24) months, whichever is earlier, at which time she will then receive the Basic Rate of Pay for the classification to which the position is allocated.
- (e) When an employee has experience satisfactory to the Employer, the Employee's starting salary shall be adjusted as follows:
  - (i) Experience prior to a three (3) year lapse will not be recognized.
  - (ii) All experience satisfactory to the Employer shall be recognized on a one-on-one basis, up to the top increment in the salary scale.

Additional time worked, measured in monthly units and not credited for the purposes of initial placement on the salary scale, shall be applied towards the calculation of the next increment.

- (f) Only Employees entitled to designation as a Licensed Practical Nurse pursuant to the *Health Professions Act* R.S.A. 2000, c. H-7 shall be employed as a Licensed Practical Nurse.
- (g) Should the Employer issue an Employee an overpayment of wages and/or entitlements, then the Employer may make the necessary monetary or entitlement adjustments and take such internal administrative action as is necessary to correct such errors. The Employer shall notify the Employee in writing that an overpayment has been made and discuss repayment options. By mutual agreement between the Employer and the Employee, repayment arrangements shall be made. In the event mutual agreement cannot be reached, the Employer shall recover the overpayment by deducting up to ten percent (10%) of the Employee's gross earnings per pay period.

31.08

**Shift Differential**

- (a) A shift differential of one dollar and seventy-five cents (\$1.75) per hour shall be paid:
  - (i) to Employees working a shift where the majority of such shift falls within the period fifteen hundred (1500) hours to twenty-three hundred (2300) hours; or
  - (ii) to Employees for each regularly scheduled hour worked between fifteen hundred (1500) hours to twenty-three hundred (2300) hours, provided that greater than one (1) hour is worked between fifteen hundred (1500) hours to twenty-three hundred (2300) hours.
  - (iii) to Employees for all overtime hours worked which fall within the period of fifteen hundred (1500) hours to twenty-three hundred (2300) hours.
  - (iv) Notwithstanding (ii) above, for Casual Employees working a shift that concludes between fifteen hundred (1500) and seventeen hundred (1700) hours, no shift differential will be paid.
- (b) A shift differential of two dollars (\$2.00) per hour shall be paid:
  - (i) to Employees working a shift where the majority of such shift falls within the period of twenty-three hundred (2300) hours to zero seven hundred (0700) hours; or

- (ii) to Employees for each regularly scheduled hour worked between twenty-three hundred (2300) hours to zero seven hundred (0700) hours provided that greater than one (1) hour is worked between twenty-three hundred (2300) hours and zero seven hundred (0700) hours.
- (iii) to Employees for all overtime hours worked which fall within the period of twenty-three hundred (2300) hours to zero seven hundred (0700) hours.
- (c) All premiums payable under this Article shall not be considered as part of the Employee's Basic Rate of Pay.
- (d) Where applicable, an Employee shall be eligible to receive both shift differential and weekend premium.

### **Weekend Premium**

- 31.09
- (a) A weekend premium of one dollar and seventy-five cents (\$1.75) per hour shall be paid:
    - (i) to Employees working a shift wherein the majority of such shift falls within a sixty-four (64) hour period commencing at fifteen hundred (1500) hours on a Friday; or
    - (ii) to Employees working each regularly scheduled hour worked after fifteen hundred (1500) hours on a Friday provided that greater than one (1) hour is worked within a sixty-four (64) hour period commencing at fifteen hundred (1500) hours on a Friday.
    - (iii) to Employees working all overtime hours which fall within the sixty-four (64) hour period commencing at fifteen hundred (1500) hours on a Friday.
    - (iv) Notwithstanding (ii) above, for Casual Employees working a shift that concludes between fifteen hundred (1500) and seventeen hundred (1700) hours on a Friday, no weekend premium will be paid for hours worked on the Friday.
  - (b) All premiums payable under this Article shall not be considered as part of the Employee's Basic Rate of Pay.
  - (c) Where applicable, an Employee shall be eligible to receive both shift differential and weekend premium.

### **On-Call Duty**

- 31.10 Where a Casual Employee is assigned by the Employer to "on-call duty" for a specified period of time, she shall be paid three dollars (\$3.00) per hour, except that on Named Holidays, she shall be paid four dollars and twenty-five cents (**\$4.25**) per hour.
- 31.11 Where the Employer requires an Employee to carry a pocket pager while on-call, such pagers shall be supplied by the Employer. The number and distribution of pagers shall be determined by the Employer and shall remain the property of the Employer.
- 31.12 (a) For each occasion that a Casual Employee is called back to duty during the Employee's "on-call duty", in addition to the payment received for being "on-call", the Employee shall be paid for all hours worked during the on-call period or for three (3) hours, whichever is the longer, at her Basic Rate of Pay.
- (b) Overtime rates, pursuant to Article 31.06(c) shall apply for all hours worked in excess of seven and three-quarter (7 3/4) hours per day.
- (c) Where an Employee works more than six (6) hours on a call-back pursuant to Article 31.12, she shall be entitled to eight (**8**) hours rest before commencing her next scheduled shift, without loss of regular earnings.

### **Ambulance Duty**

- 31.13 An Employee assigned to travel by ambulance shall be paid fifty dollars (\$50.00) per round trip beyond seventy (70) kilometres or greater from her place of employment.

In addition to the payment provided for above:

- (a) in the event circumstances permit an immediate return to her place of employment, she shall be paid at her Basic Rate of Pay and/or, if applicable, the overtime rate(s) as stated in Article 31.06, to which she is entitled up to the time:
- (i) the patient is released into the care of the receiving site; or
  - (ii) her assigned work period would otherwise have ended; or
  - (iii) she has returned to her place of employment;
- whichever is the later and she shall be reimbursed for reasonable and substantiated expenses incurred.
- (b) in the event circumstances prevent an immediate return to her place of employment, she shall be entitled to:

- (i) no loss of regular earnings for time not worked on assigned shifts as a result of the ambulance duty;
- (ii) be reimbursed for reasonable and substantiated expenses incurred; and
- (iii) her Basic Rate of Pay and/or if applicable, the overtime rate(s) as stated in Article 31.06, for the time spent on the return trip on the same basis as if she had been working at her place of employment.

31.14 The Employer shall establish a roster on which Employees may indicate their willingness to perform ambulance duties. An Employee who has not placed her name on such a roster shall not be required to take an ambulance assignment except where no Employee on the roster is immediately available to be assigned such duty.

### **Transportation**

- 31.15
- (a) Casual Employees who normally travel from the site to their place of residence by means of public transportation following the completion of their shift, but are prevented from doing so by being required to remain on duty past the time when normal public transportation is available, shall be reimbursed for the cost of reasonable, necessary and substantiated transportation expense from the site to their place of residence.
  - (b) When a Casual Employee is required by the Employer to provide an automobile for use in her employment, she shall be reimbursed pursuant to Article 21.02.

### **Named Holidays**

- 31.16
- (a) **A** Casual Employee required to work on a Named Holiday shall be paid at:
    - (i) one and one-half times (1 1/2X) her Basic Rate of Pay for work performed **up** to seven and three-quarter (7 3/4) hours; and
    - (ii) two and one-half times (2 1/2X) her Basic Rate of Pay for overtime worked on that Named Holiday.
  - (b) Casual Employees shall be paid in addition to their Basic Rate of Pay four point six percent (4.6%) of their Basic Rate of Pay in lieu of the aforementioned Named Holidays.



31.17 **Vacations**

Casual Employees shall be entitled to, in addition to their Basic Rate of Pay, six percent (6%) of their Basic Rate of Pay in lieu of vacation, and shall be entitled to an additional two percent (2%) vacation pay on completion of the equivalent hours of work required by a Full-time Employee to reach the vacation entitlement of twenty (20) working days, and a further two percent (2%) vacation pay on completion of the equivalent hours of work required by a Full-time Employee to reach the vacation of twenty-five (25) working days and a further two percent (2%) of vacation pay on the completion of equivalent hours of work required by a Full-time Employee to reach the vacation of thirty (30) working days.

31.18 **Dues Deduction**

Casual Employees shall be subject to dues deductions as provided in Article 4.

31.19 **Grievance Procedure**

Casual Employees shall be covered by the Grievance and Arbitration procedure provision of this Collective Agreement.

31.20 **Appointments and Transfers**

- (a) Subject to the criteria established in Article 11: Appointments and Transfers, of this Collective Agreement, an applicant for regular employment who has experience with the Employer as a Casual Employee within the bargaining unit shall be given preference over external applicants.
- (b) All applicants for a posted transfer and/or vacancy, shall be informed in writing of their acceptance or rejection within five (5) working days of the date of the appointment. The Union shall be advised of the successful candidate.

31.21 Casual Employees who transfer to regular full-time or part-time employment with the Employer shall be credited with the following entitlements earned during her casual period of employment provided not more than six (6) months have elapsed since she last worked for the Employer:

- (a) vacation entitlement; and
- (b) the total accumulation of regular hours worked for the purpose of incremental advancement pursuant to Article 3I.07.

31.22 **Temporary Assignments**

When a Casual Employee is assigned to replace another Employee in a higher paid classification within this Collective Agreement for two (2) consecutive hours or longer, she shall be paid the Basic Rate of Pay for the classification in which the Employee is relieving, providing she is qualified to perform the substantive duties of the higher paid classification. When a Casual Employee is required temporarily to perform the duties of a lower paid classification, her Basic Rate of Pay will not be changed.

31.23 **Probationary Period**

Casual Employees shall be covered by the Probationary Period Article of this Collective Agreement.

31.24 **Discipline and Dismissal**

Casual Employees shall be covered by the Discipline and Dismissal Article of this Collective Agreement.

**ARTICLE 32**

**LAYOFF AND RECALL**

32.01 It is the exclusive right of the Employer to:

- (a) establish, and vary from time to time, the job classifications and the number of Employees, if any, to be employed in any classification, or in any work place; and
- (b) assign to other classifications any, or all, of the duties normally performed by classifications of this bargaining unit when Employees from within this bargaining unit are not available.

**Meeting with the Union**

32.02 The Employer and the Union recognize the value of meeting prior to a layoff process occurring. The purpose of this meeting is to discuss the process of how the reduction will take place, review the current seniority list, and discuss other relevant factors the parties agree upon.

**Notice of Reduction**

- 32.03 (a) When, in the opinion of the Employer, it becomes necessary to:
- (i) reduce the number of Regular Employees; or
  - (ii) reduce a Regular Employee's regularly scheduled hours of work;  
or

(iii) wholly or partly discontinue an undertaking, activity or service;

the Employer will notify affected Employee(s) at least fourteen (14) calendar days prior to the date of reduction, except that the fourteen (14) calendar days' notice shall not apply where reduction results from an act of God, fire, flood, or a work stoppage by employees not covered by this Collective Agreement.

(b) Where the reduction results from an act of God, fire or flood, the fourteen (14) calendar days' notice is not required but up to two (2) weeks' pay in lieu thereof based on regularly scheduled hours worked during this period shall be paid to affected Employees.

32.04 For the purposes of Article 32:

(a) "partial layoff" shall mean a Regular Employee who has, due to the application of Article 32:

(i) suffered a reduction in regularly scheduled hours in her current classification; or

(ii) been placed in a different classification in her current paygrade, either at the same or a lower FTE as her current position; or

(iii) been placed in a classification in a lower pay grade, either at the same or a lower FTE as her current position.

(b) "full layoff" shall mean a Regular Employee who does not hold a regular position due to the application of Article 32.

(c) "layoff" shall mean a Regular Employee who is either on partial layoff or on full layoff.

(d) "shift pattern" shall mean those patterns described in Article 12A.07(b).

### **Consultation Process**

32.05 (a) At the time of providing written notice of reduction to affected Employee(s), the Employer shall:

(i) provide an affected Employee with 'the seniority lists set out in Article 9.04(a); and

(ii) schedule a consultation meeting between the affected Employee, the Employer and the Union, at which time the Employer shall advise the Employee of her retention options according to Articles 32.06 and 32.07, provided the Employee has the requisite job-related skills, training, knowledge and other relevant attributes to perform the work required in the retention options.

- (b) The consultation meeting will not be unreasonably delayed as a result of the unavailability of a Union Representative.

### **Vacancies**

32.06 Affected Employee(s) shall be presented with the vacancy options listed in Articles 32.06(a) and 32.06(b) below:

- (a) vacant position(s) at her site(s). Such vacant position(s) shall be comprised of:
  - (i) the Employee's same classification, shift pattern, and FTE;
  - (ii) the Employee's same classification and FTE;
  - (iii) the Employee's same classification but lower FTE; and
  - (iv) a different classification in the Employee's same or a lower paygrade, either at the same or a lower FTE.
- (b) vacant position(s) within the bargaining unit. Such vacant position(s) shall be comprised of:
  - (i) the Employee's same or lower FTE; and
  - (ii) classifications in the Employee's same or lower paygrade.
- (c) An Employee who declines a vacant position pursuant to Article 32.06 may elect to displace into an occupied position pursuant to Article 32.07 below.

### **Displacement**

32.07 An Employee who is not placed in a vacant position pursuant Article 32.06 shall be presented with the displacement options listed in Articles 32.07(a) and 32.07(b) below:

- (a) an occupied position at her site(s). Such displacement shall affect a less senior Employee in a position comprised of:
  - (i) the Employee's same classification, shift pattern, and FTE;
  - (ii) the Employee's same classification and FTE;
  - (iii) the Employee's same classification but lower FTE; and
  - (iv) a different classification in the Employee's same or a lower paygrade, either at the same or lower FTE.

- (b) an occupied position within the bargaining unit. Such displacement shall affect the least senior Employee in a position comprised of:
  - (i) the Employee's same or lower FTE; and,
  - (ii) classifications in the Employee's same or lower paygrade.
- (c) An Employee who declines displacement under Article 32.07 shall be laid off and placed on recall.

32.08 An Employee who has been presented with retention options under Article 32.05 shall have seventy-two (72) hours from the date of the consultation meeting to advise the Employer of her decision under Articles 32.06 or 32.07.

32.09 Where an Employee is placed in a vacancy or displaces into an occupied position pursuant to Articles 32.05 through 32.08, the Employer shall provide a paid orientation period to that Employee, the nature and length of which shall be determined by the Employer.

32.10 When an Employee is on approved leave of absence, or workers' compensation benefits, or long-term disability insurance benefits, the notice of reduction and consultation meeting shall be served when the Employee has provided notice of readiness to return to work.

32.11 An Employee who is displaced as a result of another Employee exercising her rights under Article 32 shall be entitled to exercise her rights in accordance with Articles 32.05 to 32.08.

32.12 The operation of this Article, including revision to shift schedules caused by a reduction under Article 32.03, shall not constitute a violation of the terms of this Collective Agreement.

### **Layoff**

32.13 An Employee who elects to:

- (a) exercise her rights under Articles 32.06 and 32.07 shall be considered to be on partial layoff, with recall rights.
- (b) not exercise her rights under Articles 32.06 and 32.07, shall be considered to be on full layoff, with recall rights.

32.14 Other than for the continuation of the seniority held at the time of full layoff, discipline, grievance and arbitration rights, and rights and benefits arising under this Article, an Employee's rights while on full layoff shall be limited to the right of recall under Article 32.

### **Employee Benefit Coverage During Layoff**

32.15 Employees on full layoff, such that the Regular Employee does not hold a regular or temporary position, may elect to maintain coverage of contributory plans specified in Article 24: Employee Benefit Plans, provided that the Employee makes arrangements prior to her date of layoff to pay the full premium costs for a maximum of twelve (12) months from the date of layoff. In the event the Employee works casual shift(s) the Employee shall remain responsible for the payment of the full premium costs.

### **Recall**

- 32.16
- (a) Where an Employer determines that a regular or temporary vacancy exists, such vacancy shall be posted and filled in accordance with Article 11: Appointments and Transfers. Application for such postings shall be open to all Employees, including those Employees on layoff.
  - (b) Where there are no applicants, or no suitable applicants, for a posted vacancy, the most senior Regular Employee on layoff shall be offered the position. Such offer shall be contingent on the Employee having the requisite job-related skills, training, knowledge and other relevant attributes to perform the work involved.
  - (c) The method of recall shall be by telephone, and if contact with the Employee on layoff is not accomplished, by registered letter or courier sent to the Employee's last known place of residence or by personal delivery of same. When dispatched by registered letter, the letter shall be deemed delivered five (5) calendar days from the date of mailing. When dispatched by courier, the letter shall be deemed delivered the date it was sent by courier. The Employee so notified will report for work as directed but in any event shall notify the Employer of their intent no later than five (5) days following the delivery date.
- 32.17
- (a) Employment shall be deemed terminated when an Employee does not return from layoff when notified to do so, or on the expiry of twenty-four (24) months from the date of layoff, whichever first occurs. Where an Employee on layoff occupies a temporary position, the twenty-four **(24)** month period shall be suspended during her temporary position and shall recommence upon the termination of the temporary position for the balance of the twenty-four (24) month recall period.
  - (b) An Employee's right to recall under Article 32.16 will expire if the Employee refuses recall to a position with the same classification, FTE, shift pattern, and site as their pre-layoff position, or on the expiry of twenty-four (24) months from the date of layoff, whichever first occurs.

### Casual Shifts

- 32.18
- (a) Employees on layoff shall indicate in writing on a regular basis to the Employer their availability to work casual shifts.
  - (b) Casual shifts shall be offered to Employees who have the requisite job-related skills, training, knowledge and other relevant attributes to perform the work, in the following order, except where patient care requirements are such that this order is not possible:
    - (i) Regular Employees who have been reduced in regular hours of work through the operation of this Article, in order of seniority; then;
    - (ii) Casual Employees and Regular Part-time Employees who have indicated their willingness to work additional shifts pursuant to Articles 29A.12 and 29B.12.
  - (c) Employees on layoff who refuse casual shifts may do so without adversely impacting their recall rights.

### ARTICLE 33

#### DISCIPLINE ND

33.01 Unsatisfactory conduct by an Employee which is considered by the Employer to be serious enough to be entered on the Employee's record but not serious enough to warrant suspension or dismissal shall result in a written warning to the Employee and a copy to the Union within fifteen (15) days of the date the Employer first became aware of, or reasonably should have become aware of the occurrence of the act. A written warning that is grieved and determined to be unjustified shall be removed from the Employee's record.

33.02 Unsatisfactory performance by an Employee which is considered by the Employer to be serious enough to be entered on the Employee's record, but not serious enough to warrant suspension or dismissal, shall result in a written warning to the Employee and a copy to the Union within fifteen (15) days of the date the Employer first became aware of, or reasonably should have become aware of the occurrence of the act. It shall state a definite period in which improvement or correction is expected, and at the conclusion of such time, the Employee's performance shall be reviewed with respect to the discipline. The Employee shall be informed in writing of the results of the review.

The assignment of an improvement or correction period shall not restrict the Employer's right to take further action during said period, should the Employee's performance so warrant. A written warning that is grieved and determined to be unjustified shall be removed from the Employee's record.

- 33.03 In the event an Employee is suspended or dismissed, the Employer shall provide written reasons for the suspension or dismissal to the Employee and the Union forthwith and in any event not later than five (5) days of the action being taken. The action or suspension or dismissal shall be within fifteen (15) days of the date the Employer first became aware of, or reasonably should have become aware of the occurrence of the act giving rise to the suspension or dismissal. When action involves a suspension, the notice shall specify the time period of the suspension.
- 33.04 An Employee who has been subject to disciplinary action may after two (2) years of continuous service from the date the disciplinary measure was invoked, request in writing that 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 two (2) year period of which the Employee is aware. The Employer shall confirm in writing to the Employee that such action has been effected.
- 33.05 The procedures stated in Articles 33.01, 33.02 and 33.03 do not prevent immediate suspension or dismissal for just cause.
- 33.06 Where circumstances permit, the Employer shall schedule a disciplinary discussion with the Employee by giving reasonable advance notice which shall not be less than twenty-four (24) hours. At such discussion an Employee may be accompanied by a representative of the Union.
- 33.07 In the event that an Employee is reported to her or his 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.
- 33.08 An Employee absent for three (3) consecutive work days without good and proper reason and without notifying the Employer shall be considered to have terminated her or his services with the Employer.
- 33.09 Except for the dismissal of a probationary Employee, there shall be no suspension, dismissal or discipline except for just cause.
- 33.10 For the purposes of this Article, periods of time referred to in days shall be deemed to mean consecutive calendar days exclusive of Saturdays, Sundays and Named Holidays which are specified in Article 22.

#### **ARTICLE 34**

#### **BULLETIN BOARD SPACE**

- 34.01 The Employer shall provide bulletin boards to be placed in reasonably accessible locations upon which designated space shall be provided where the Union may be permitted to post notices of meetings and other such notices which may be of interest to Employees. It is not the intention of the Union to post anything objectionable to the Employer.



34.02 Where available, the Employer shall permit a Union Representative to access and utilize the internal electronic mail system. Such use shall be for sending notices of meetings and other such notices from one (1) site to another for purposes of posting on the site bulletin board, The Union shall provide copies of such notices to the Employer for approval prior to placement on the Employer's internal electronic mail system.

### **ARTICLE 35**

#### **HEALTH AND SAFE**

- 35.01 (a) The Employer shall establish an Occupational Health and Safety Committee, which shall be composed of representatives of the Employer and representatives of the Union and may include others representing recognized functional bargaining units. This Committee shall meet once a month, and in addition shall meet within ten (10) days of receiving a written complaint regarding occupational health or safety. An Employee shall be paid the Employee's Basic Rate of Pay for attendance at Committee meetings. A request by either Party to establish a Site Committee shall not be unreasonably denied.
- (b) Minutes of each meeting shall be taken and shall be approved by the Employer, the Union and other bargaining groups referred to in (a), prior to circulation.
- (c) The purpose of the Occupational Health and Safety Committee is to consider such matters as Occupational Health and Safety and the Union may make recommendations to the Employer in that regard.
- (d) The Occupational Health and Safety Committee shall also consider measures necessary to ensure the security of each Employee on the Employer's premises and the Union may make recommendations to the Employer in that regard.
- (e) Should the recommendations not be implemented and adequate steps taken towards implementation within forty-five (45) calendar days from the date the recommendation is made, the Union may request and shall have the right to present its recommendation(s) to the Employer Board. The Board shall reply in writing to the Union within fourteen (14) calendar days of the presentation by the Union.
- 35.02 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.
- 35.03 The Employer shall have in place harassment and working alone policies which shall be reviewed annually by the Occupational Health and Safety Committee.

**ARTICLE 36**

**COPIES OF THE COLLECTIVE AGREEMENT**

- 36.01 Within sixty (60) days of the signing of this Collective Agreement, the Employer shall provide each Employee with a copy.
- 36.02 The Employer shall provide a copy of the Collective Agreement to each new Employee upon appointment.
- 36.03 The Collective Agreement shall be printed in pocket-sized format. Selection of the printers and printing of the Collective Agreement shall be the joint responsibility of the HBA Services and the Union. Cost shall be shared equally between the Parties.

**ARTICLE 37**

**GRIEVANCE PROCEDURE**

37.01 **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 37.05 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 37.05. 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 37.01(a), (b) and (c) and Article 37.05 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.

**37.02 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.

**37.03 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 22.

**37.04 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.

37.05

### **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.

37.06

### **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 37.06(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.

37.07

**Optional Mediation**

The Parties may mutually agree to non-binding mediation:

- (a) At any step in the grievance procedure outlined in Article 37.05, 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 38**

#### **EMPLOYEE-MANAGEMENT ADVISORY COMMITTEE**

- 38.01 (a) An Employee Advisory Committee (EMAC) shall be established within three (3) months of the signing of the Collective Agreement. The Union shall provide names of up to four (4) elected Employees and the Employer shall provide the names of up to four (4) representatives to sit on the Committee. A request by either Party to establish a Site Council shall not be unreasonably denied.
- (b) The desired functions of the EMAC are to examine and make recommendations regarding the concerns of Employees relative to patient care and other matters related to employment, not covered within the Collective Agreement.
- 38.02 Where the Parties have an established mechanism that performs the functions of the EMAC as described in Article 38.01(b) and where the mechanism provides for the representation from this bargaining unit then the Employer and the Union Representative may mutually agree to waive Article 38.01(a).
- 38.03 An Employee shall be paid her Basic Rate of Pay for attendance at these Committee meetings.

### **ARTICLE 39**

#### **UNIFORMS**

- 39.01 Where uniforms are required by the Employer, the following shall apply:
- (a) Employees may, at their discretion, wear caps, lab coats or warming jackets.
  - (b) Employees may, at their discretion, wear coloured uniforms, except where uniforms are supplied by the Employer.

- (c) The Employer shall develop a policy regarding the wearing of uniforms and identify any areas where uniforms will be provided and maintained. A copy of the policy will be provided to the Union.

### ARTICLE 40A

#### EXTENDED WORK DAY - FULL-TIME EMPLOYEES

- 40A.01
  - (a) Where the parties to this Collective Agreement agree to implement a system employing an extended work day and resultant compressed work week, they shall evidence such Collective Agreement by signing a document indicating those affected positions where such Collective Agreement applies. The list of affected positions may be amended from time to time by agreement of the Parties. Such list shall indicate for each unit whether this list applies to Full-time Employees, Part-time Employees or both.
  - (b) Affected positions may be deleted from the list referred to in Article 40A.01(a) by either Party providing the other Party with twelve (12) weeks' notice in writing of such intent or such shorter period as is mutually agreed between the Employer and a local chapter representative of the Union.
- 40A.02
  - (a) The Employer and the Union acknowledge and confirm that, with the exception of those amendments hereinafter specifically detailed, when the extended work day is implemented in an affected position all other Articles of this Collective Agreement shall remain in full force and effect as between the Parties.
  - (b) Where an Employee works a shift schedule that consists of a combination of extended shifts and shifts of seven and three-quarter (7 3/4) hours or less, the provisions of this Article shall apply to all scheduled shifts.

#### **Hours of Work**

The following provisions replace Articles 12A and 12B:

- 40A.03 The provisions of Article 40A.03 to 40A.15 apply to Full-time Employees in the facility, community and mental health clinics settings, unless otherwise noted.
- 40A.04
  - (a) Regular hours of work for Full-time Employees, exclusive of meal periods, shall:
    - (i) not exceed eleven and one-quarter (11 1/4) consecutive hours per day;
    - (ii) be thirty-eight point seven nine (38.79) hours per week averaged over one (1) complete cycle of the shift schedule; and

(iii) except where overtime is necessitated, maximum on-site hours shall not exceed twelve and one-quarter (12 1/4) hours per day, as determined by the start and finish times of the shift.

(b) Regular hours of work shall be deemed to:

(i) include as scheduled by the Employer, one (1) rest period of fifteen (15) minutes during each full period of three point eight seven (3.87) hours; and

(ii) exclude at least one (1) and a maximum of two (2) thirty (30) or thirty-five (35) minute meal periods as scheduled by the Employer. Two (2) or more meal breaks or rest periods may be combined by agreement between the Employee and the Employer.

40A.05 (a) Notwithstanding that the meal break is to be excluded in the calculation of regular hours of work, if the Employer requires an Employee to be readily available for duty during her meal period, she shall be so advised in advance and be paid for that meal period at her Basic Rate of Pay.

(b) If an Employee is recalled to duty or if the Employer requires an Employee to work during her meal period or rest period she shall be given a full meal period or rest period later in her shift, or, where that is not possible, be paid for the meal period or rest period as follows:

(i) for a rest period, at two times (2X) her Basic Rate of Pay; or

(ii) for a meal period for which the Employee is entitled to be paid in accordance with Article 40A.04(b), at two times (2X) her Basic Rate of Pay; or

(iii) for a meal period for which the Employee is not otherwise entitled to be paid, at two times (2X) her Basic Rate of Pay.

40A.06 **Facility Employees Only:**

Subject to Articles 40A.14 and 40A.15, shift schedules shall be posted twelve (12) weeks in advance or such shorter period as is mutually agreed between the Employer and a local chapter representative of the Union. The Employer shall allow a representative of the Union to reproduce a copy of the posted shift schedule which is inclusive of changes made by mutual agreement.

40A.07 Except in cases of emergency or by mutual agreement between the Employee and the Employer, shift schedules for Regular Employees shall provide for:

(a) at least two (2) consecutive days of rest per week;

(b) not be scheduled to work more than four (4) consecutive extended shifts;



(c) **Facility Employees Only:**

- (i) at least twenty-two and one-half (22 1/2) hours off duty at a shift changeover;
- (ii) Except when application of this Article is waived by mutual agreement between the Employee and the Employer, if an Employee is required by the Employer to change shifts without receiving twenty-two and one-half (22 1/2) hours off duty, she shall be entitled to premium payment of two times (2X) her Basic Rate of Pay for the first (1<sup>st</sup>) tour of duty on the new shift;
- (iii) two (2) weekends off duty in each four (4) week period. "Weekend" shall mean a Saturday and the following Sunday. The period of time off must be at least fifty-nine (59) hours;
- (iv) an Employee will not be required to work split shifts except by mutual agreement between the Employee and the Employer.

(d) **Community and Mental Health Clinics Employees Only:**

- (i) days off to be scheduled in such a way as to equally distribute weekends off over a shift cycle among Regular Full-time and Regular Part-time Employees who perform the work involved;
- (ii) Article 40A.07(d)(i) above does not apply to an Employee who is hired into, or by choice is in, a position that is assigned to work weekends on a regular basis;
- (iii) Notwithstanding Article 2.11, 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.

40A.08 Employees shall be aware that, in the course of their regular duties, they may be required to work on various shifts throughout the twenty-four (24) hour period of the day and the seven (7) days of the week. The first (1<sup>st</sup>) shift of the working day shall be the one wherein the majority of hours worked fall between twenty-four hundred (2400) hours and zero eight hundred (0800) hours.

40A.09 **Facility Employees Only:**

- (a) A request by an Employee to work nights only shall not be unreasonably denied, provided however that the Employer shall have the right to assign periods of day duty for the purpose of maintaining proficiency totaling not more than one hundred sixteen and one-quarter (116 1/4) regular hours worked in a calendar year. An Employee who has requested to work nights only may alter such request only after:

- (i) having worked such shift pattern for a minimum of twelve (12) months; and
    - (ii) upon giving written notice to the Employer.
  - (b) Upon receiving a request or requests to revert under Article 40A.09(a) the Employer shall provide all other Employees working nights only shift patterns on the schedule notice of the reversion request to determine whether or not they also wish to revert, commencing with the posting of the revised shift schedule in Article 40A.06. Such notice will be provided regardless of how long the other Employees on the schedule have worked in those shift patterns. The Employer:
    - (i) shall post a revised shift schedule to become effective within fourteen (14) weeks of receiving the initial request(s); and
    - (ii) shall not be required to revise the shift schedule more than once in any twelve (12) month period, commencing from the revised shift schedule's implementation date.
  - (c) An application under Article 11: Appointments and Transfers, in response to a nights only position constitutes an Employee request for the purposes of Article 40A.09(a).
  - (d) Employees who are required to rotate shifts shall be assigned day duty at least one-half (1/2) of the time during the shift cycle, provided that in the event of an emergency or where unusual circumstances exist, an Employee may be assigned to such shift as may be necessary. For the purpose of applying the foregoing, an Employee will be deemed to have been assigned day duty for those periods of time absent on vacation or on or for a Named Holiday, that would have, except for such absence, been day duty to which the Employee would have been assigned in accordance with the shift schedule. Scheduled days of rest shall not be considered as day duty for the purpose of applying this provision.
- 40A.10
- (a) Employees may exchange shifts among themselves, provided that:
    - (i) the exchange is agreed to, in writing, between the affected Employees; and
    - (ii) prior approval of such exchange has been given by the Employee's immediate supervisor.
  - (b) Where such a request is made in writing, the Employer's reply shall also be in writing.
  - (c) Such exchange shall be recorded on the shift schedule.

- (d) Such exchange shall not be deemed a violation of the provisions of this Collective Agreement.

40A.11 **Facility Employees Only:**

When an Employee reports for work as assigned, and is directed by the Employer to leave, she shall be compensated for the inconvenience by a payment equivalent to three (3) hours' pay at her Basic Rate of Pay.

40A.12 **Community and Mental Health Clinics Employees Only:**

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.

- 40A.13 A Regular Employee shall not be scheduled to work more than two (2) different shifts between scheduled days off except as mutually agreed between the Employer and the Employee.

40A.14 **Facility Employees Only:**

Except when application of this Article is waived by mutual agreement between the Employee and the Employer, where an Employee's scheduled days off are changed without seven (7) calendar days' notice, the Employee shall be paid at two times (2X) for all hours worked on what should otherwise have been her off duty days.

40A.15 **Facility Employees Only:**

Except when application of this Article is waived by mutual agreement between the Employee and the Employer, if, in the course of a posted schedule, the Employer changes an Employee's scheduled shift, but not her scheduled days off, she shall be paid at the rate of two times (2X) her Basic Rate of Pay for all hours worked during the first (1<sup>st</sup>) shift of the changed schedule, unless seven (7) calendar days' notice of such change has been given.

- 40A.16 On the date fixed by proclamation, in accordance with the *Daylight Savings Time Act*, of conversion to Mountain Standard Time, regular hours of work shall be extended to include the resultant additional hour with additional payment due therefor at the applicable overtime rate. On the date 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.

- 40A.17 (a) Employees may work flexible hours by mutual agreement between the Employee and Employer, whereby at a mutually agreeable time the Employer will provide and that Employee shall take time off:

- (i) for those hours worked during the normal rest period; and
- (ii) in place of overtime pay for those hours worked in excess of eleven and one-quarter (11 1/4) hours in a day or thirty-eight point seven nine (38.79) hours in a week averaged over one (1) cycle of this shift schedule;

in which event Articles 40A.04(a), 40A.06, 40A.07 and 13 shall have no application.

- (b) The Employee shall be paid for the time taken off in place of overtime pay at the same rate the Employee would have been paid wages had the Employee worked those hours on a normal working day.
- (c) If time off in place of overtime pay is not provided and taken in accordance with the foregoing, the Employee will be paid overtime pay in accordance with Article 13.05.

The following provisions amend or add to specified Articles as indicated:

40A.18      **Overtime**

- (a) Amend Article 13.01(a) to read:

13.01 (a) Overtime is all time authorized by the Employer and worked by a Regular Employee in excess of the regularly scheduled daily hours in compliance with Article 40A.04(a) or on scheduled days of rest for Full-time Employees. The Employer will provide on each ward or unit overtime forms which are to be signed by the designated authorizing person and a copy shall be given to the Employee at the time the overtime is worked.

40A.19      **Shift Differential**

- (a) Amend Article 16 to add:

16.05 No Employee shall receive payment under Articles 16.01 and 16.02 concurrently.

40A.20      **Named Holidays**

- (a) Amend Article 22.01 by adding (d):

22.01 (d) It is agreed that a Full-time Employee covered by this Article shall be entitled to eleven (11) Named Holidays and one (1) Floater Holiday as specified, and shall be paid for same at the Employee's Basic Rate of Pay to a maximum of ninety-three (93) hours per annum.

- (b) Amend Article 22.03 to read:

22.03 Notwithstanding Article 2.13, an Employee required to work on a Named Holiday shall be paid for all hours worked on a Named Holiday at one and one-half times (1 1/2X) her Basic Rate of Pay, excepting where another premium (i.e., overtime) would provide a greater monetary benefit, plus:

- (a) an alternate day or hours off at a mutually agreed time; for which she will be paid seven and three-quarter (7 3/4) hours pay at her Basic Rate of Pay; or
- (b) by mutual agreement, a day or hours off added to the Employee's next annual vacation.
- (c) failing mutual agreement of the alternate day off to be scheduled within thirty (30) calendar days following the Named Holiday, the Employee will be paid seven and three-quarter (7 3/4) hours at her Basic Rate of Pay.

40A.21

**Sick Leave**

- (a) Amend Article 25.02 to read:

25.02 An Employee shall be allowed a credit for sick leave from the date of employment at the rate of eleven point six two five (11.625) hours for each full month of employment to a maximum credit of nine hundred and thirty (930) hours.

In the case of:

- (a) illness;
- (b) injury;
- (c) layoff;
- (d) leave of absence;
- (e) unpaid leave while in receipt of weekly indemnity as provided for by the short-term disability insurance plan or the long-term disability insurance plan;
- (f) periods while in receipt of compensation from the Workers' Compensation Board;

sick leave shall not accrue during the period of such absence in excess of one (1) month.

- (b) Amend Article 25.06 to read:

25.06 When an Employee has accrued the maximum sick leave credit of nine hundred and thirty (930) hours, 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.

40A.22

**Leave of Absence**

- (a) Amend Article 27.07(a) and (b) to read:

27.07 (a) (i) Upon request, an Employee shall be granted reasonable leave of absence in the event of a death of a member of the Employee's immediate family (i.e., spouse, including common-law and/or same-sex relationship, child, step-child, parent, step-parent, brother, step-brother, sister, step-sister, mother-in-law, father-in-law, son-in-law, daughter-in-law, grandparent, grandchild, guardian or fiancée).

(ii) The Employee shall suffer no loss of regular earnings for the first five (5) calendar days, to a maximum of thirty-eight and three-quarter (38 3/4) paid hours. The Employer may extend bereavement leave by up to two (2) additional days, to a maximum of fifteen and one-half (15 1/2) paid hours, where travel is required. Bereavement leave may include normal days off and/or vacation but no additional payment is due therefore.

- (b) 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 a maximum of seven and three-quarter (7 3/4) hours paid, to attend the funeral services.

**ARTICLE 40B**

**EXTENDED WORK DAY - PART-TIME EMPLOYEES**

- 40B.01 (a) Where the Parties to this Collective Agreement agree to implement a system employing an extended work day and resultant compressed work week, they shall evidence such Collective Agreement by signing a document indicating those affected positions where such Collective Agreement applies. The list of affected positions may be amended from time to time by agreement of the Parties. Such list shall indicate for each unit whether this list applies to Full-time Employees, Part-time Employees or both.
- (b) Affected positions may be deleted from the list referred to in Article 40B.01(a) by either Party providing the other Party with twelve (12) weeks' notice in writing of such intent or such shorter period as is mutually agreed between the Employer and a local chapter representative of the Union.
- 40B.02 (a) The Employer and the Union acknowledge and confirm that, with the exception of those amendments hereinafter specifically detailed, when the extended work day is implemented in an affected position all other Articles of this Collective Agreement shall remain in full force and effect as between the Parties.
- (b) Where an Employee works a shift schedule that consists of a combination of extended shifts and shifts of seven and three-quarter (7 3/4) hours or less, the provisions of this Article shall apply to all scheduled shifts.
- (c) Except where overtime is necessitated, maximum on-site hours shall not exceed twelve and one-quarter (12 1/4) hours per day, as determined by the start and finish times of the shift.

**Hours of Work**

The following provisions replace Articles 29A, 29B and 29C:

- 40B.03 The provisions of Articles 40B.04 to 40B.17 apply to Part-time Employees in the facility, community and mental health clinics settings, unless otherwise noted.
- 40B.04 (a) Regular hours of work for Part-time Employees, exclusive of meal periods, shall be up to eleven and one-quarter (11 1/4) hours in any day. The ratio of work days to non-work days shall not exceed 7:7 in a six (6) calendar week period.
- (b) Regular hours of work shall be deemed to:

- (i) include one (1) rest period of fifteen (15) minutes during each full period of three point eight seven (3.87) hours; and
- (ii) exclude at least one (1) and a maximum of two (2) thirty (30) or thirty-five (35) minute meal periods as scheduled by the Employer. Two (2) or more meal breaks or rest periods may be combined by agreement between the Employee and the Employer.

- 40B.05
- (a) Notwithstanding that the meal break is to be excluded in the calculation of regular hours of work, if the Employer requires an Employee to be readily available for duty during her meal period, she shall be so advised in advance and be paid for that meal period at her Basic Rate of Pay.
  - (b) If an Employee is recalled to duty or if the Employer requires an Employee to work during her meal period or rest period she shall be given a full meal period or rest period later in her shift, or, where that is not possible, be paid for the meal period or rest period as follows:
    - (i) for a rest period, at two times (2X) her Basic Rate of Pay; or
    - (ii) for a meal period for which the Employee is entitled to be paid in accordance with Article 40B.05(b)(i), at two times (2X) her Basic Rate of Pay; or
    - (iii) for a meal period for which the Employee is not otherwise entitled to be paid, at two times (2X) her Basic Rate of Pay.

40B.06 **Facility Employees Only:**

Subject to Articles 40B.11 and 40B.13, shift schedules shall be posted twelve (12) weeks in advance or such shorter period as is mutually agreed between the Employer and a local chapter representative of the Union. The Employer shall allow a representative of the Union to reproduce a copy of the posted shift schedule which is inclusive of changes made **by** mutual agreement in accordance with Article 29A.06(a).

40B.07 Except in cases of emergency or by mutual agreement between a Part-time Employee and the Employer:

- (a) not be scheduled to work more than four (4) consecutive extended shifts;
- (b) **Facility Employees Only:**
  - (i) shift schedules shall provide for at least twenty-two and one-half (22 1/2) hours off duty at a shift changeover;



- (ii) Except when application of this Article is waived by mutual agreement between the Employee and the Employer, if an Employee is required by the Employer to change shifts without receiving twenty-two and one-half (22 1/2) hours off duty, she shall be entitled to premium payment of two times (2X) her Basic Rate of Pay for the first (1<sup>st</sup>) tour of duty on the new shift;
- (iii) an Employee shall not be scheduled to work on two (2) weekends in each four (4) week period. "Weekend" shall mean a Saturday and the following Sunday. The period of time off must be at least fifty-nine (59) hours;
- (iv) an Employee will not be required to work split shifts except by mutual agreement between the Employee and the Employer;

(c) **Community and Mental Health Clinics Employees Only:**

- (i) days off to be scheduled in such a way as to equally distribute weekends off over a shift cycle among Regular Full-time and Regular Part-time Employees who perform the work involved;
- (ii) Article 40B.07(c)(i) above does not apply to an Employee who is hired into, or by choice is in, a position that is assigned to work weekends on a regular basis;
- (iii) Notwithstanding Article 2.11, 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.

40B.08 Employees shall be aware that, in the course of their regular duties, they may be required to work on various shifts throughout the twenty-four (24) hour period of the day and the seven (7) days of the week. The first (1<sup>st</sup>) shift of the working day shall be the one wherein the majority of hours worked fall between twenty-four hundred (2400) hours and zero eight hundred (0800) hours.

40B.09 **Facility Employees Only:**

- (a) A request by an Employee to work nights only shall not be unreasonably denied, provided however that the Employer shall have the right to assign periods of day duty for the purpose of maintaining proficiency totaling not more than one hundred sixteen and one-quarter (116 1/4) regular hours worked in a calendar year. **An** Employee who has requested to work nights only may alter such request only after:
  - (i) having worked such shift pattern for a minimum of twelve (12) months; and
  - (ii) upon giving written notice to the Employer.

- (b) Upon receiving a request or requests to revert under Article 40B.09(a) the Employer shall provide all other Employees working nights only shift patterns on the schedule notice of the reversion request to determine whether or not they also wish to revert, commencing with the posting of the revised shift schedule in Article 40B.06. Such notice will be provided regardless of how long the other Employees on the schedule have worked in those shift patterns. The Employer:
  - (i) shall post a revised shift schedule to become effective within fourteen (14) weeks of receiving the initial request(s); and
  - (ii) shall not be required to revise the shift schedule more than once in any twelve (12) month period, commencing from the revised shift schedule's implementation date.
- (c) An application under Article 11: Appointment and Transfers, in response to a nights-only position constitutes an Employee request for the purposes of Article 40B.09(a).
- (d) Employees who are required to rotate shifts shall be assigned day duty at least one-half (1/2) of the time during the shift cycle, provided that in the event of an emergency or where unusual circumstances exist, an Employee may be assigned to such shift as may be necessary. For the purpose of applying the foregoing, an Employee will be deemed to have been assigned day duty for those periods of time absent on vacation or on or for a Named Holiday, that would have, except for such absence, been day duty to which the Employee would have been assigned in accordance with the shift schedule. Scheduled days of rest shall not be considered as day duty for the purpose of applying this provision.

40B.10

- (a) Employees may exchange shifts among themselves, provided that:
  - (i) the exchange is agreed to, in writing, between the affected Employees; and
  - (ii) prior approval of such exchange has been given by the Employee's immediate supervisor.
- (b) Where such a request is made in writing, the Employer's reply shall also be in writing.
- (c) Such exchange shall be recorded on the shift schedule.
- (d) Such exchange shall not be deemed a violation of the provisions of this Collective Agreement.

40B.11 **Facility Employees Only:**

In the event an Employee's scheduled shift is cancelled with less than seven (7) days' notice, a make-up shift shall be scheduled for the next following cycle of the shift schedule. When an Employee reports for work as assigned, and is directed by the Employer to leave, she shall be compensated for the inconvenience by a payment equivalent to three (3) hours' pay at her Basic Rate of Pay.

40B.12 **Community and Mental Health Clinics Employees Only:**

An Employee will be paid for regularly scheduled hours of work at her Basic Rate of Pay when a work period is cancelled by the Employer or client with less than twenty-four (24) hours' notice provided that no alternative assignment is available.

40B.13 **Facility Employees Only:**

Except when application of this Article is waived by mutual agreement between the Employee and the Employer, if, in the course of a posted schedule, the Employer changes an Employee's scheduled shift, she shall be paid at the rate of two times (2X) her Basic Rate of Pay for all hours worked during the first (1") shift of the changed schedule, unless seven (7) calendar days' notice of such change has been given.

- 40B.14
- (a) A Part-time Employee may work additional shifts.
  - (b) Where a Part-time Employee volunteers or agrees when requested to work additional shifts, she shall be paid her basic rate for such hours, or if applicable, at the overtime rate(s) provided in Article 29C.02:
    - (i) for those hours worked in excess of eleven and one-quarter (11 1/4) hours in a day; or
    - (ii) for work performed by the Employee on days in excess of the work ratio referred to in Article 29A.02.
  - (c) Where the Employer requires a Part-time Employee to work without her having volunteered or agreed to do so, she shall be paid the applicable overtime rate provided in Article 29C.02.
  - (d) At the time additional work is being offered, the Employee shall be responsible for advising the Employer that the Employee will be in an overtime situation if she accepts the additional work. The Employer is not obligated to call in Part-time Employees for additional work if such additional work would result in the Employer having to incur overtime costs.

40B.15

**Community and Mental Health Clinics Employees Only:**

- (a) Every reasonable effort will be made to schedule Regular Employees to their regular FTE.
- (b) Every reasonable effort will be made to distribute additional work at the site on the basis of seniority.
- (c) Notwithstanding Article 40B.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.

40B.16

On the date fixed by proclamation, in accordance with the *Daylight Savings Time Act*, of conversion to Mountain Standard Time, regular hours of work shall be extended to include the resultant additional hour with additional payment due therefor at the applicable overtime rate. On the date 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.

40B.17

- (a) Regular Part-time Employees may work flexible hours by mutual agreement between the Employee and Employer, whereby at a mutually agreeable time the Employer will provide and the Employee shall take time off:
  - (i) for those hours worked during the normal rest period; and
  - (ii) in place of overtime pay for those hours worked in excess of eleven and one-quarter (11 1/4) hours in a day or in excess of the work ratio referenced in Article 40B.04(a),in which event Articles 40B.04(a), 40B.06, 40B.07 and 13 shall have no application.
- (b) The Employee shall be paid for the time taken off in place of overtime pay at the same rate the Employee would have been paid wages had the Employee worked those hours on a normal working day.
- (c) If time off in place of overtime pay is not provided and taken in accordance with the foregoing, the Employee will be paid overtime pay in accordance with Article 13: Overtime.

The following provisions amend or add to specified Articles as indicated:

**40B.18 Overtime**

- (a) Amend Article 29C.02(a) to read:

29C.02(a) The overtime rate of two times (2X) shall be paid for work authorized by the Employer and performed by the Employee in excess of the regularly scheduled daily hours or on days in excess of the work ratio referred to in Article 40B.04, as applicable. The Employer shall provide on each ward or unit overtime forms which are to be signed by the designated authorized person and a copy shall be given to the Employee at the time the overtime is worked.

**40B.19 Shift Differential**

- (a) Amend Article 16 to add:

16.05 No Employee shall receive payment under Articles 16.01 and 16.02 concurrently.

**40B.20 Leaves of Absence**

- (a) Amend Article 27.07(a) and (b) to read:

27.07 (a) (i) Upon request, an Employee shall be granted reasonable leave of absence in the event of a death of a member of the Employee's immediate family (i.e., spouse, including common-law and/or same-sex relationship, child, step-child, parent, step-parent, brother, step-brother, sister, step-sister, mother-in-law, father-in-law, son-in-law, daughter-in-law, grandparent, grandchild, guardian or fiancée).

(ii) Spouse shall include common-law and/or same-sex relationship. Step-parent, step-children, step-brother and step-sister shall be considered as members of the Employee's immediate family. The Employee shall suffer no loss of regular earnings for the first five (5) calendar days, to a maximum of thirty eight and three-quarter (38 3/4) paid hours. The Employer may extend bereavement leave by up to two (2) additional days, to a maximum of fifteen and one-half (15 1/2) paid hours, where travel is required. Bereavement leave may include normal days off and/or vacation but no additional payment is due therefore.

- (b) 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 a maximum of seven and three-quarter (7 3/4) hours paid, to attend the funeral services.

40B.21 **Named Holidays**

- (a) Amend Article 29C.03 to read:

29C.03 Notwithstanding Article 40B.18, a Part-time Employee required to work on a Named Holiday shall be paid at:

- (i) one and one-half times (1 1/2X) her Basic Rate of Pay for work performed up to the regularly scheduled daily hours, as specified in Article 40B.04;
- (ii) two and one-half times (2 1/2X) her Basic Rate of Pay for work performed in excess of the regularly scheduled daily hours, as specified in Article 40B.04.

40B.22 **Sick Leave**

- (a) Amend Article 29C.10 to read:

29C.10 Part-time Employees shall accumulate sick leave benefits on the basis of eleven point ~~six~~ two five (11.625) hours per month, prorated on the basis of the hours worked by the Part-time Employee, in relation to the regularly scheduled hours worked for Full-time Employees, such Employees shall not be entitled to apply sick leave credits for additional shifts pursuant to Article 40B.14.

In the case of:

- (a) illness;
- (b) injury;
- (c) layoff;
- (d) leave **of** absence;
- (e) unpaid leave while in receipt of weekly indemnity as provided for by the short-term disability income insurance plan or the long-term disability income insurance plan, and
- (f) periods while in receipt of compensation from the Workers' Compensation Board,

sick leave shall not accrue during the period of such absence in excess of one (1) month.

- (b) Amend Article 29C.14 to read:

29C.14 When an Employee has accrued the maximum sick leave credit of nine hundred and thirty (930) hours, 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.

#### **ARTICLE 40C**

##### **EXTENDED WORK DAY - CASUAL EMPLOYEES**

- 40C.01 A Casual Employee may be called or required for an extended work day shift in accordance with Articles 40A.04 and 40B.04. In such case, work in excess of seven and three-quarter (7 3/4) hours shall be regarded as overtime except where the Casual Employee replaces another Employee in an extended work day position.

#### **ARTICLE 41**

##### **RESIGNATION AND TERMINATION**

- 41.01 An Employee shall give the Employer at least fourteen (14) calendar days' notice of termination of employment.

#### **ARTICLE 42**

##### **EMPLOYMENT INSURANCE PREMIUM REDUCTIONS**

- 42.01 The Employee's portion of all monies from Employment Insurance Commission Premium Reductions shall be returned to all eligible Employees as a payroll credit.

#### **ARTICLE 43**

##### **PROFESSIONAL FEES**

- 43.01 An Employee shall be eligible for reimbursement of dues paid to her Professional College, to a maximum of one hundred dollars (\$100.00), if:
- (a) at the beginning of her next registration year, she has an active registration in her Professional College, and requires such active registration to perform her duties; and
  - (b) she has an average of zero point four (0.4) FTE or greater hours actually worked in the previous fiscal year.

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


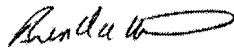


DATE: July 7, 2006

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



DATE: July 7, 2006



## Multi-Employer Main Salary Schedule

	1	2	3	4	5	6	7	8
<b>Pay Grade 1</b>								
<b>Nursing Attendant Physiotherapy Attendant Occupational Therapy Attendant Home Support Aide</b>								
April 1, 2004	12.34	12.99	13.41	13.81	14.26	14.58	15.01	
Educational Allowance	12.34	12.99	13.41	13.81	14.26	14.58	15.01	15.47
April 1, 2005	12.71	13.38	13.81	14.22	14.69	15.02	15.46	
Educational Allowance	12.71	13.38	13.81	14.22	14.69	15.02	15.46	15.93
April 1, 2006	13.09	13.78	14.22	14.65	15.13	15.47	15.92	
Educational Allowance	13.09	13.78	14.22	14.65	15.13	15.47	15.92	16.41
April 1, 2007	13.48	14.19	14.65	15.09	15.58	15.93	16.40	
Educational Allowance	13.48	14.19	14.65	15.09	15.58	15.93	16.40	16.90
<b>Pay Grade 2</b>								
<b>Physiotherapy Assistant</b>								
April 1, 2004	16.07	16.76	17.43	18.12	18.80	19.46		
April 1, 2005	16.55	17.26	17.95	18.66	19.36	20.04		
April 1, 2006	17.05	17.78	18.49	19.22	19.94	20.64		
April 1, 2007	17.56	18.31	19.04	19.80	20.54	21.26		
<b>Pay Grade 3</b>								
<b>Licensed Practical Nurse Orthopaedic Technician (Non-Certified)</b>								
April 1, 2004	16.07	16.76	17.43	18.12	18.80	19.46		
April 1, 2005	16.55	17.26	17.95	18.66	19.36	20.04		
Date of Ratification	16.88	17.61	18.31	19.03	19.75	20.44		
April 1, 2006	17.39	18.14	18.86	19.60	20.34	21.05	21.89	
April 1, 2007	17.91	18.68	19.43	20.19	20.95	21.68	22.55	23.45

1 2 3 4 5 6 7 8

**Pay Grade 4**

**Operating Room Technician  
Orthopaedic Technician (Certified)**

April 1, 2004	16.84	17.56	18.27	18.98	19.77	20.41		
April 1, 2005	17.35	18.09	18.82	19.55	20.36	21.02		
Date of Ratification	17.70	18.45	19.20	19.94	20.77	21.44		
April 1, 2006	18.23	19.00	19.78	20.54	21.39	22.08	22.96	
April 1, 2007	18.78	19.57	20.37	21.16	22.03	22.74	23.65	24.60

**Chinook Health Region  
Supplementary Salary Schedule**

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

**(a)    from previous Alberta Mental Health Board Claresholm/Raymond Collective Agreement**

**Mental Health Aide**

April 1, 2004	14.82	15.45	16.06	16.68	17.27			
April 1, 2005	15.26	15.91	16.54	17.18	17.79			
April 1, 2006	15.72	16.39	17.04	17.70	18.32			
April 1, 2007	16.19	16.88	17.55	18.23	18.87			

**(b)    from previous Chinook/Fort Macleod (SDU)/CUPE Collective Agreement**

**Rehabilitation Care Worker**

April 1, 2004	12.13	12.58	13.02	13.45	13.88	14.35	14.74	15.18
April 1, 2005	12.49	12.96	13.41	13.85	14.30	14.78	15.18	15.64
April 1, 2006	12.86	13.35	13.81	14.27	14.73	15.22	15.64	16.11
April 1, 2007	13.25	13.75	14.22	14.70	15.17	15.68	16.11	16.59

**Palliser Health Region  
Supplementary Salary Schedule**

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

**(a)            from previous Multi-Employer/AUPE (Auxiliary Nursing) Facility Collective Agreement**

**Recreation Therapy Attendant**

April 1, 2004	12.34	12.99	13.41	13.81	14.26	14.58	15.01	
Educational Allowance	12.34	12.99	13.41	13.81	14.26	14.58	15.01	15.47
April 1, 2005	12.71	13.38	13.81	14.22	14.69	15.02	15.46	
Educational Allowance	12.71	13.38	13.81	14.22	14.69	15.02	15.46	15.93
April 1, 2006	13.09	13.78	14.22	14.65	15.13	15.47	15.92	
Educational Allowance	13.09	13.78	14.22	14.65	15.13	15.47	15.92	16.41
April 1, 2007	13.48	14.19	14.65	15.09	15.58	15.93	16.40	
Educational Allowance	13.48	14.19	14.65	15.09	15.58	15.93	16.40	16.90

**Life Skills Worker**

April 1, 2004	16.07	16.76	17.43	18.12	18.80	19.46	
April 1, 2005	16.55	17.26	17.95	18.66	19.36	20.04	
April 1, 2006	17.05	17.78	18.49	19.22	19.94	20.64	
April 1, 2007	17.56	18.31	19.04	19.80	20.54	21.26	

**(b)            from previous Palliser/CHSSA Collective Agreement**

**Speech Assistant**

April 1, 2004	16.08	16.76	17.43	18.12	18.80	19.12	19.46
April 1, 2005	16.56	17.26	17.95	18.66	19.36	19.69	20.04
April 1, 2006	17.06	17.78	18.49	19.22	19.94	20.28	20.64
April 1, 2007	17.57	18.31	19.04	19.80	20.54	20.89	21.26

**Dental Assistant**

April 1, 2004	16.86	17.58	18.28	19.00	19.72	20.05	20.40	
April 1, 2005	17.37	18.11	18.83	19.57	20.31	20.65	21.01	
Date of Ratification	17.72	18.47	19.21	19.96	20.72	21.06	21.43	
April 1, 2006	18.25	19.02	19.79	20.56	21.34	21.69	22.07	
April 1, 2007	18.80	19.59	20.38	21.18	21.98	22.34	22.73	23.64

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

**(c)    from previous Alfred Egan Home/AUPE Collective Agreement**

**Community Rehabilitation Worker**

April 1, 2004	11.46	12.52	12.99	13.42	13.85	14.39
April 1, 2005	11.80	12.90	13.38	13.82	14.27	14.82
April 1, 2006	12.15	13.29	13.78	14.23	14.70	15.26
April 1, 2007	12.51	13.69	14.19	14.66	15.14	15.72

**David Thompson Health Region  
Supplementary Salary Schedule**

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

**(a) from previous Multi-Employer/AUPE (Auxiliary Nursing) Facility Collective Agreement**

**Activities Convenor - Drumheller**

April 1, 2004	15.14	15.79	16.43	17.07	17.72	18.33		
April 1, 2005	15.59	16.26	16.92	17.58	18.25	18.88		
April 1, 2006	16.06	16.75	17.43	18.11	18.80	19.45		
April 1, 2007	16.54	17.25	17.95	18.65	19.36	20.03		

**Assisted Living Aide**

April 1, 2004	12.34	12.99	13.41	13.81	14.26	14.58	15.01	
Educational Allowance	12.34	12.99	13.41	13.81	14.26	14.58	15.01	15.47
April 1, 2005	12.71	13.38	13.81	14.22	14.69	15.02	15.46	
Educational Allowance	12.71	13.38	13.81	14.22	14.69	15.02	15.46	15.93
April 1, 2006	13.09	13.78	14.22	14.65	15.13	15.47	15.92	
Educational Allowance	13.09	13.78	14.22	14.65	15.13	15.47	15.92	16.41
April 1, 2007	13.48	14.19	14.65	15.09	15.58	15.93	16.40	
Educational Allowance	13.48	14.19	14.65	15.09	15.58	15.93	16.40	16.90

**(b) from previous Multi-Employer/AUPE (Community) Support Collective Agreement**

**Speech Language Aide  
Rehabilitation Aide**

April 1, 2004	12.34	12.99	13.41	13.81	14.26	14.58	15.01	
April 1, 2005	12.71	13.38	13.81	14.22	14.69	15.02	15.46	
April 1, 2006	13.09	13.78	14.22	14.65	15.13	15.47	15.92	
April 1, 2007	13.48	14.19	14.65	15.09	15.58	15.93	16.40	

**Residential Support Worker**

April 1, 2004	12.34	12.99	13.41	13.81	14.26	14.58	15.01	
Educational Allowance	12.34	12.99	13.41	13.81	14.26	14.58	15.01	15.47
April 1, 2005	12.71	13.38	13.81	14.22	14.69	15.02	15.46	
Educational Allowance	12.71	13.38	13.81	14.22	14.69	15.02	15.46	15.93
April 1, 2006	13.09	13.78	14.22	14.65	15.13	15.47	15.92	
Educational Allowance	13.09	13.78	14.22	14.65	15.13	15.47	15.92	16.41
April 1, 2007	13.48	14.19	14.65	15.09	15.58	15.93	16.40	
Educational Allowance	13.48	14.19	14.65	15.09	15.58	15.93	16.40	16.90

	1	2	3	4	5	6	7	8
<b>Respite Worker</b>								
April 1, 2004	14.86	15.49	16.12	16.75	17.39	17.98		
April 1, 2005	15.31	15.95	16.60	17.25	17.91	18.52		
April 1, 2006	15.77	16.43	17.10	17.77	18.45	19.08		
April 1, 2007	16.24	16.92	17.61	18.30	19.00	19.65		
<b>Registered Dental Assistant – non-IOP</b>								
April 1, 2004	14.86	15.49	16.12	16.75	17.39	17.98		
April 1, 2005	15.31	15.95	16.60	17.25	17.91	18.52		
Date of Ratification	15.62	16.27	16.93	17.60	18.27	18.89		
April 1, 2006	16.09	16.76	17.44	18.13	18.82	19.46	20.24	
April 1, 2007	16.57	17.26	17.96	18.67	19.38	20.04	20.85	21.68
<b>Rehabilitation Assistant</b>								
April 1, 2004	16.07	16.76	17.43	18.12	18.81	19.46		
April 1, 2005	16.55	17.26	17.95	18.66	19.37	20.04		
April 1, 2006	17.05	17.78	18.49	19.22	19.95	20.64		
April 1, 2007	17.56	18.31	19.04	19.80	20.55	21.26		
<b>Registered Dental Assistant - IOP</b>								
April 1, 2004	17.87	18.46	19.06	19.70	20.35	21.02		
April 1, 2005	18.41	19.01	19.63	20.29	20.96	21.65		
Date of Ratification	18.78	19.39	20.02	20.70	21.38	22.08		
April 1, 2006	19.34	19.97	20.62	21.32	22.02	22.74	23.65	
April 1, 2007	19.92	20.57	21.24	21.96	22.68	23.42	24.36	25.33
<b>(c) from previous Alberta Mental Health Board - Alberta Hospital Ponoka Collective Agreement</b>								
<b>Psychiatric Aide</b>								
<b>Recreation Aide</b>								
<b>Rehabilitation Aide</b>								
April 1, 2004	14.82	15.45	16.06	16.68	17.28			
April 1, 2005	15.26	15.91	16.54	17.18	17.80			
April 1, 2006	15.72	16.39	17.04	17.70	18.33			
April 1, 2007	16.19	16.88	17.55	18.23	18.88			
<b>Drop-In Centre Supervisor</b>								
April 1, 2004	16.58	17.26	17.95	18.62	19.30			
April 1, 2005	17.08	17.78	18.49	19.18	19.88			
April 1, 2006	17.59	18.31	19.04	19.76	20.48			
April 1, 2007	18.12	18.86	19.61	20.35	21.09			

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

**(c)    from previous Alberta Mental Health Board - Clinics Collective Agreement**

**Mental Health Aide**

<b>April 1, 2004</b>	14.82	15.45	16.06	16.68	17.27
<b>April 1, 2005</b>	15.26	15.91	16.54	17.18	17.79
<b>April 1, 2006</b>	15.72	16.39	17.04	17.70	18.32
<b>April 1, 2007</b>	16.19	16.88	17.55	18.23	18.87



**East Central Health  
Supplementary Salary Schedule**

	<b>1</b>	<b>2</b>	<b>3</b>	<b>4</b>	<b>5</b>	<b>6</b>	<b>7</b>	<b>8</b>
<b>(a) from previous Multi-Employer/AUPE (Auxiliary Nursing) Facility Collective Agreement</b>								
<b>Assisted Living Aide</b>								
April 1, 2004	12.34	12.99	13.41	13.81	14.26	14.58	15.01	
Educational Allowance	12.34	12.99	13.41	13.81	14.26	14.58	15.01	15.47
April 1, 2005	12.71	13.38	13.81	14.22	14.69	15.02	15.46	
Educational Allowance	12.71	13.38	13.81	14.22	14.69	15.02	15.46	15.93
April 1, 2006	13.09	13.78	14.22	14.65	15.13	15.47	15.92	
Educational Allowance	13.09	13.78	14.22	14.65	15.13	15.47	15.92	16.41
April 1, 2007	13.48	14.19	14.65	15.09	15.58	15.93	16.40	
Educational Allowance	13.48	14.19	14.65	15.09	15.58	15.93	16.40	16.90
<b>(b) from previous Multi-Employer/AUPE (Community) Support Collective Agreement</b>								
<b>Rehabilitation Assistant</b>								
April 1, 2004	16.07	16.76	17.43	18.12	18.81	19.46		
April I, 2005	16.55	17.26	17.95	18.66	19.37	20.04		
April 1, 2006	17.05	17.78	18.49	19.22	19.95	20.64		
April 1, 2007	17.56	18.31	19.04	19.80	20.55	21.26		
<b>Registered Dental Assistant</b>								
April 1, 2004	17.87	18.46	19.06	19.70	20.35	21.02		
April 1, 2005	18.41	19.01	19.63	20.29	20.96	21.65		
Date of Ratification	18.78	19.39	20.02	20.70	21.38	22.08		
April 1, 2006	19.34	19.97	20.62	21.32	22.02	22.74	23.65	
April 1, 2007	19.92	20.57	21.24	21.96	22.68	23.42	24.36'	25.33

**Capital Health  
Supplementary Salary Schedule**

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

**(a) from previous Multi-Employer/AUPE (Auxiliary Nursing) Facility Collective Agreement**

**Ward Aid - Glenrose Rehabilitation Hospital**

April 1, 2004	12.34	12.99	13.41	13.81	14.26	14.58	15.01	
Educational Allowance	12.34	12.99	13.41	13.81	14.26	14.58	15.01	15.47
April 1, 2005	12.71	13.38	13.81	14.22	14.69	15.02	15.46	
Educational Allowance	12.71	13.38	13.81	14.22	14.69	15.02	15.46	15.93
April 1, 2006	13.09	13.78	14.22	14.65	15.13	15.47	15.92	
Educational Allowance	13.09	13.78	14.22	14.65	15.13	15.47	15.92	16.41
April 1, 2007	13.48	14.19	14.65	15.09	15.58	15.93	16.40	
Educational Allowance	13.48	14.19	14.65	15.09	15.58	15.93	16.40	16.90

**Dialysis Assistant**

April 1, 2004	16.24	16.92	17.61	18.29	18.99	19.65		
April 1, 2005	16.73	17.43	18.14	18.84	19.56	20.24		
Date of Ratification	17.06	17.78	18.50	19.22	19.95	20.64		
April 1, 2006	17.57	18.31	19.06	19.80	20.55	21.26	22.11	
April 1, 2007	18.10	18.86	19.63	20.39	21.17	21.90	22.77	23.68

**(b) from previous Alberta Mental Health Board - Alberta Hospital Edmonton Collective Agreement**

**Psychiatric Aide**

April 1, 2004	14.82	15.45	16.06	16.68	17.28		
April 1, 2005	15.26	15.91	16.54	17.18	17.80		
April 1, 2006	15.72	16.39	17.04	17.70	18.33		
April 1, 2007	16.19	16.88	17.55	18.23	18.88		

**(c) from previous Alberta Mental Health Board - Clinics Collective Agreement**

**Mental Health Aide**

April 1, 2004	14.82	15.45	16.06	16.68	17.27	
April 1, 2005	15.26	15.91	16.54	17.18	17.79	
April 1, 2006	15.72	16.39	17.04	17.70	18.32	
April 1, 2007	16.19	16.88	17.55	18.23	18.87	

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

**(d) from previous Multi-Employer/AUPE (Community) Support Collective Agreement**

**Residential Care Aides**

April 1, 2004	12.34	12.99	13.41	13.81	14.26	14.58	15.07	
Educational Allowance	12.34	12.99	13.41	13.81	14.26	14.58	15.07	15.47
April 1, 2005	12.71	13.38	13.81	14.22	14.69	15.02	15.52	
Educational Allowance	12.71	13.38	13.81	14.22	14.69	15.02	15.52	15.93
April 1, 2006	13.09	13.78	14.22	14.65	15.13	15.47	15.99	
Educational Allowance	13.09	13.78	14.22	14.65	15.13	15.47	15.99	16.41
April 1, 2007	13.48	14.19	14.65	15.09	15.58	15.93	16.47	
Educational Allowance	13.48	14.19	14.65	15.09	15.58	15.93	16.47	16.90

## Aspen Regional Health Supplementary Salary Schedule

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

**(a) from previous Multi-Employer/AUPE (Auxiliary Nursing) Facility Collective Agreement**

**Recreational Therapy Attendant - Westlock Long Term Care Centre**

April 1, 2004	12.34	12.99	13.41	13.81	14.26	14.58	15.01	15.47
April 1, 2005	12.71	13.38	13.81	14.22	14.69	15.02	15.46	15.93
April 1, 2006	13.09	13.78	14.22	14.65	15.13	15.47	15.92	16.41
April 1, 2007	13.48	14.19	14.65	15.09	15.58	15.93	16.40	16.90

**(b) from previous Multi-Employer/AUPE (Community) Support Collective Agreement**

**Mental Health Support Worker  
Community Health Representative/Worker**

April 1, 2004	16.07	16.76	17.43	18.12	18.81	19.46		
April 1, 2005	16.55	17.26	17.95	18.66	19.37	20.04		
April 1, 2006	17.05	17.78	18.49	19.22	19.95	20.64		
April 1, 2007	17.56	18.31	19.04	19.80	20.55	21.26		

**Registered Dental Assistant**

April 1, 2004	17.87	18.46	19.06	19.70	20.35	21.02		
April 1, 2005	18.41	19.01	19.63	20.29	20.96	21.65		
Date of Ratification	18.78	19.39	20.02	20.70	21.38	22.08		
April 1, 2006	19.34	19.97	20.62	21.32	22.02	22.74	23.65	
April 1, 2007	19.92	20.57	21.24	21.96	22.68	23.42	24.36	25.33

**(c) from previous Alberta Mental Health Board - Clinics Collective Agreement**

**Mental Health Aide**

April 1, 2004	14.82	15.45	16.06	16.68	17.27			
April 1, 2005	15.26	15.91	16.54	17.18	17.79			
April 1, 2006	15.72	16.39	17.04	17.70	18.32			
April 1, 2007	16.19	16.88	17.55	18.23	18.87			

**Peace Country Health  
Supplementary Salary Schedule**

1            2            3            4            5            6            7            8

**(a) from previous Multi-Employer/AUPE (Auxiliary Nursing) Facility Collective Agreement**

**Occupational Therapy Assistant**

April 1, 2004	16.07	16.76	17.43	18.12	18.80	19.46		
April 1, 2005	16.55	17.26	17.95	18.66	19.36	20.04		
April 1, 2006	17.05	17.78	18.49	19.22	19.94	20.64		
April 1, 2007	17.56	18.31	19.04	19.80	20.54	21.26		

**Recreational Therapy Attendant - Beaverlodge Municipal Hospital and Valleyview Health Centre**

April 1, 2004	12.34	12.99	13.41	13.81	14.26	14.58	15.01	
Educational Allowance	12.34	12.99	13.41	13.81	14.26	14.58	15.01	15.47
April 1, 2005	12.71	13.38	13.81	14.22	14.69	15.02	15.46	
Educational Allowance	12.71	13.38	13.81	14.22	14.69	15.02	15.46	15.93
April 1, 2006	13.09	13.78	14.22	14.65	15.13	15.47	15.92	
Educational Allowance	13.09	13.78	14.22	14.65	15.13	15.47	15.92	16.41
April 1, 2007	13.48	14.19	14.65	15.09	15.58	15.93	16.40	
Educational Allowance	13.48	14.19	14.65	15.09	15.58	15.93	16.40	16.90

**(b) from previous Multi-Employer/AUPE (Community) Support Collective Agreement**

**Family Support Worker**

April 1, 2004	14.39	15.02	15.70	16.39	17.13	17.92	18.70	
April 1, 2005	14.82	15.47	16.17	16.88	17.64	18.46	19.26	
April 1, 2006	15.26	15.93	16.66	17.39	18.17	19.01	19.84	
April 1, 2007	15.72	16.41	17.16	17.91	18.72	19.58	20.44	

**Community Health Representative/Worker  
Speech Language Assistant**

April 1, 2004	16.07	16.76	17.43	18.12	18.81	19.46		
April 1, 2005	16.55	17.26	17.95	18.66	19.37	20.04		
April 1, 2006	17.05	17.78	18.49	19.22	19.95	20.64		
April 1, 2007	17.56	18.31	19.04	19.80	20.55	21.26		

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

**Personal Support Team Leader**

April 1, 2004	16.07	16.76	17.43	18.12	18.81	19.46		
April 1, 2005	16.55	17.26	17.95	18.66	19.37	20.04		
Date of Ratification	16.88	17.61	18.31	19.03	19.76	20.44		
April 1, 2006	17.39	18.14	18.86	19.60	20.35	21.05	21.89	
April 1, 2007	17.91	18.68	19.43	20.19	20.96	21.68	22.55	23.45

**Registered Dental Assistant**

April 1, 2004	17.87	18.46	19.06	19.70	20.35	21.02		
April 1, 2005	18.41	19.01	19.63	20.29	20.96	21.65		
Date of Ratification	18.78	19.39	20.02	20.70	21.38	22.08		
April 1, 2006	19.34	19.97	20.62	21.32	22.02	22.74	23.65	
April 1, 2007	19.92	20.57	21.24	21.96	22.68	23.42	24.36	25.33

**(c) from previous Mistahia/CUPE Community Support Collective Agreement**

**Administrative Support Worker III – Family Support Worker**

April 1, 2004	14.39	15.02	15.70	16.39	17.13	17.92	18.70	
April 1, 2005	14.82	15.47	16.17	16.88	17.64	18.46	19.26	
April 1, 2006	15.26	15.93	16.66	17.39	18.17	19.01	19.84	
April 1, 2007	15.72	16.41	17.16	17.91	18.72	19.58	20.44	

**Rehabilitation Assistant**

April 1, 2004	15.77	16.48	17.21	17.98	18.81	19.63	20.54	
April 1, 2005	16.24	16.97	17.73	18.52	19.37	20.22	21.16	
April 1, 2006	16.73	17.48	18.26	19.08	19.95	20.83	21.79	
April 1, 2007	17.23	18.00	18.81	19.65	20.55	21.45	22.44	

**Administrative Support Worker IV – Personal Support Coordinator**

April 1, 2004	15.70	16.39	17.13	17.92	18.70	19.56	20.44	
April 1, 2005	16.17	16.88	17.64	18.46	19.26	20.15	21.05	
Date of Ratification	16.49	17.22	17.99	18.83	19.65	20.55	21.47	
April 1, 2006	16.98	17.74	18.53	19.39	20.24	21.17	22.11	
April 1, 2007	17.49	18.27	19.09	19.97	20.85	21.81	22.77	23.68

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

**(d)    from previous Alberta Mental Health Board - Clinics Collective Agreement**

**Mental Health Aide**

April 1, 2004	14.82	15.45	16.06	16.68	17.27
April 1, 2005	15.26	15.91	16.54	17.18	17.79
April 1, 2006	15.72	16.39	17.04	17.70	18.32
April 1, 2007	16.19	16.88	17.55	18.23	18.87

**LETTER OF UNDERSTANDING #1**

**BETWEEN**

**(EMPLOYER)**

**- and -**

**ALBERTA UNION OF PROVINCIAL EMPLOYEES**

**RE: ARTICLE 4: UNION MEMBERSHIP AND DUES DEDUCTION**

1. Where feasible, the Employer will implement:
  - (a) the remittance of Union dues by electronic funds transfer in accordance with Article 4.03;
  - (b) the remittance of the list of information specified in Article 4.03 in electronic format.
2. No later than the first (1<sup>st</sup>) of the month following ninety (90) days after the date of the ratification of this Collective Agreement, the Employer shall advise the Union regarding whether or not the Employer will implement:
  - (a) the remittance of Union dues by electronic funds transfer in accordance with Article 4.03;
  - (b) the remittance of the list of information specified in Article 4.03 in electronic format, in accordance with paragraph 1.
3. Where the Employer indicates that it will be providing the information specified in paragraph 1 above in an electronic format, notice provided to the Union shall include written notification of the effective date of the change specified.
4. Where the Employer does not provide the above information in electronic format, the strict provisions of Article 4 shall apply.

ON BEHALF OF THE EMPLOYER



ON BEHALF OF THE UNION



DATE: July 7, 2006

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



**LETTER OF UNDERSTANDING #2**

**BETWEEN**

**(EMPLOYER)**

**- and -**

**ALBERTA UNION OF PROVINCIAL EMPLOYEES  
(AUPE)**

**RE: TR , PROVISIONS**

The Parties agree that the following transitional provisions will be implemented prior to the provisions of the Multi-Employer/AUPE (Auxiliary Nursing) Collective Agreement becoming fully effective.

**1. Article 8: Probationary Period/Orientation**

- (a) An Employee who has commenced and is still under probation on the day prior to ratification of this Collective Agreement shall complete such probation according to the terms of the collective agreement applicable to them on the day prior to ratification.
- (b) All Employees who commence employment on or after the date of ratification of this Collective Agreement shall be subject to the provisions of Article 8: Probationary Period/Orientation unless otherwise amended.

**2. Article 11: Appointments and Transfers**

- (a) An Employee who was transferred or promoted under the provisions of a collective agreement other than the Receiving Agreement prior to ratification of this Collective Agreement and who has not yet completed her trial period shall be subject to the trial period outlined of the collective agreement in effect as of the Employee's date of transfer or promotion, until the trial period has been completed.
- (b) Employees transferred or promoted on or after the date of ratification of this Collective Agreement shall be subject to the provisions of Article 11: Appointments and Transfers, unless otherwise amended.

3. **Article 12A: Hours of Work (Facility)- Scheduling Provisions**  
**Article 12B: Hours of Work (Community and Mental Health Clinics) - Scheduling Provisions**  
**Article 29A: Hours of Work for Regular Part-time Employees (Facility) - Scheduling Provisions**  
**Article 29B: Hours of Work for Regular Part-time Employees (Community and Mental Health Clinics)- Scheduling Provisions**
- (a) Employees who, on the day before ratification of this Collective Agreement, were covered by scheduling provisions different from those in the Receiving Agreement, shall remain under such pre-ratification scheduling provisions until the first (1<sup>st</sup>) of the month following ninety (90) days after ratification of this Collective Agreement (Implementation Date).
  - (b) Effective the Implementation Date, all Employees shall be covered by the full provisions of Articles 12A, 12B, 29A, 29B, 40A or 40B under this Collective Agreement, as applicable.
4. **Article 12: Hours of Work - Community and Mental Health Hours of Work**
- (a) Employees working at a site/programme/area with normal hours of work that differ from those in Articles 12A, 12B, 29A or 29B of this Collective Agreement [i.e., normal hours of work fewer than seven and three-quarter (7 3/4) hours a day] (Affected Employees), shall maintain their current hours of work and any consequential provisions under the terms of their collective agreement in place on the day prior to ratification of this Collective Agreement, until such time as agreed by the Union and the Employer, or September 30, 2006, whichever is earlier.
  - (b) Effective October 1, 2006 (Transition Date), or such earlier time agreed to by the Employer and the Union, all Affected Employees shall be covered by the full hours of work provisions of Articles 12A, 12B, 29A, 29B, 40A, or 40B as applicable.
  - (c) For the purposes of transitioning Affected Employees in paragraph 4(a) and (b) above:
    - (i) Full-time Affected Employees will maintain their Full-time equivalent (FTE), subject to the operation of this Collective Agreement.
    - (ii) Part-time Affected Employees will maintain their current total regularly scheduled hours, subject to the operation of this Collective Agreement, but will have a reduced FTE. Notwithstanding the above, the Employer may, at its sole discretion, increase a Part-time Employee's, total regularly scheduled hours to maintain such Part-time Employee's FTE.

5. **Article 14: Salaries - Community and Mental Health**

(a) Where an Employee earned hours towards their next increment under her pre-ratification collective agreement at a rate different than this Collective Agreement, such Employee will have her hours towards her next increment multiplied by a factor determined by a comparison of her hours of work towards next increment, as set out the collective agreement applicable to her on the day before the ratification date of this Collective Agreement, and the hours towards next increment set out in this Collective Agreement. Such multiplication will occur on the Transition Date, as described in paragraph 4(b) above.

(b) The respective multipliers are as follows:

<b>Hours Required to Work Towards Next Increment, as Per Pre-Ratification Collective Agreement</b>	<b>New Hours Required</b>	<b>Multiplier</b>
1631 (Multi-Employer/AUPE Community Support)	1813.50	1.1119
1827 (Multi-Employer/AUPE Community Support) (Chinook/HSAA Community Support) (Capital Health/IUOE Community Support)	2022.75	1.1071
1892.25 (AMHB Clinics)	2022.75	1.0689
1920.75 (Palliser/CHSSA Community Support)	2022.75	1.0531
1955 (Northern Lights/CEP Community Support)	2022.75	1.0347
1957.5 (Northwestern/HSAA Community Support)	2022.75	1.0333

Example #1 :

- Employee previously required to work 1827 hours towards first (1<sup>st</sup>) increment
- pre-multiplier hours on Transition Date = 200 hours
- new Collective Agreement requires 2022.75 hours towards first increment
- 200 hours X 1.1071 = 221.42 hours towards first increment under new Collective Agreement

Example #2:

- Employee previously required to work 1631 hours towards next (i.e., second and subsequent) increment
- pre-multiplier hours on Transition Date = 1630 hours
- new Collective Agreement requires 1813.50 hours towards next increment
- $1630 \text{ hours} \times 1.1119 = 1812.40$  hours towards next increment under new Collective Agreement

6. **Article 24: Employee Benefit Plans – Alberta Mental Health Board Collective Agreements**

- (a) Employees covered by the provisions of a collective agreement between the Alberta Mental Health Board and the Alberta Union of Provincial Employees (AMHB Collective Agreement) shall, on a transitional basis, continue under the Employee Benefits Plans and cost-share structure of their respective AMHB Collective Agreement.
- (b) On the first (1<sup>st</sup>) of the month following ninety (90) days from the ratification date, such Employees will cease being covered by the AMHB Employee Benefits Plans and cost-share structure, and commence benefit entitlement and cost-sharing under Article 24: Employee Benefit Plans in this Collective Agreement.

7. **Article 24: Employee Benefit Plans – Illness or Disability**

- (a) Employees not actively at work due to illness or disability on the date of ratification of this Collective Agreement will continue to be covered by the benefit provisions in their previous collective agreement until such time that they return to active employment with the Employer. Benefit coverage under this Collective Agreement will commence upon their return to work subject to enrolment requirements.

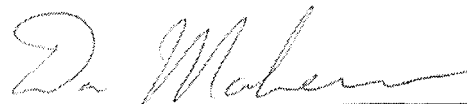
8. **Article 26: Workers' Compensation**

- (a) Employees who have made application for, or are in receipt of WCB payments prior to the date of ratification of this Collective Agreement shall remain under the provisions of the collective agreement that applied to them at that time, for the duration of their claim.

ON BEHALF OF THE EMPLOYER



ON BEHALF OF THE UNION



DATE: July 7, 2006

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

**LETTER OF UNDERSTANDING #3**

**BETWEEN**

**(EMPLOYER)**

**- and -**

**ALBERTA UNION OF PROVINCIAL EMPLOYEES**

**RE: TRANSITIONAL - SENIORITY DATE TRANSITION**

WHEREAS prior to the passing of the *Labour Relations (Regional Health Authorities Restructuring) Amendment Act, 2003* (Bill 27) on April 1, 2003, there existed multiple facility, community and mental health Auxiliary Nursing-related (AN) bargaining units within the geographical boundaries of a Health Region;

AND WHEREAS the AN-related collective agreements (Facility AN, Community Support and Mental Health AN) in effect on the day prior to the passage of Bill 27 continue to exist until the Parties negotiate a new region-wide collective agreement;

AND WHEREAS the Parties have agreed to the production of a new seniority list for each Health Region;

The Parties hereby agree that:

1. Where, on the day prior to ratification of this Collective Agreement, a Regular or Temporary Employee:
  - (a) was employed in a position under an AN-related collective agreement, and
  - (b) had a seniority date under that collective agreement,the Regular or Temporary Employee's seniority date on the day before ratification of this Collective Agreement shall remain unchanged and become the Regular or Temporary Employee's new seniority date under the new region-wide collective agreement, except by operation of this Collective Agreement.
2. The Employer shall post its bargaining unit-specific (as set out in the applicable Labour Relations Board certificate) seniority list (Seniority List), on the first (1<sup>st</sup>) of the month following ninety (90) days after the date of the ratification of this Collective Agreement.
3. (a) Notwithstanding paragraph #1, where an Employee was, on the day prior to ratification of this Collective Agreement, covered under the AN-related collective agreement at:

- (i) Capital Health, Royal Alexandra Hospital site, as a Regular or Temporary Employee,
  - (ii) Alberta Mental Health Board (AMHB) Clinics, AMHB Raymond Care Centre, or AMHB Alberta Hospital Ponoka, as a Regular Part-time Employee; or
  - (iii) Northern Lights Health Region, as a Regular Part-time or Temporary Employee;
- (collectively described as Affected Employee)

such Affected Employee's seniority date under her respective region-wide bargaining unit shall be the date on which the Affected Employee's continuous services commenced with the respective Employer listed in paragraph 3(a) above, including all periods of continuous service as a Casual, Temporary or Regular Employee.

- (b) Should an Affected Employee believe her seniority date is incorrect, she shall have forty-five (45) days from the posting of the Seniority List in paragraph 2 above to advise the Employer, in writing. The Parties shall exchange information necessary to establish accurate seniority. Where the Affected Employee's information is satisfactory to the Employer, the seniority date shall be amended accordingly. If the Affected Employee is unable to provide satisfactory proof, the strict provisions of Article 9.01 shall apply, based on the Employer's available records.
- (c) In the event an Affected Employee does not advise the Employer of an incorrect date within forty-five (45) days from the date of posting of the Seniority Lists, the seniority date posted shall be deemed correct.

4. (a) Notwithstanding paragraphs 1 and 3, where an Employee:

- (i) was employed with the Employer on November 30, 2003 and had a seniority date established in a pre-Bill 27 Facility AN, Community Support or Mental Health AN bargaining unit; and
- (ii) between December 1, 2003 and the date of ratification of this Collective Agreement, was the successful candidate on a position under a different AN-related collective agreement and lost their seniority date from paragraph 4(a)(i) above;

such Employee may, within forty-five (45) days of the date of ratification, apply to the Employer to have the Employee's seniority, as it existed on November 30, 2003, recognized.

- (b) In the event an Employee does not apply to the Employer under paragraph 4(a) above within stated time limits, the seniority date as stated in paragraph 1 shall be the Employee's seniority date.

5. This Letter of Understanding shall expire one hundred and eighty (180) days from the date of ratification of this Collective Agreement.

ON BEHALF OF THE EMPLOYER



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DATE: July 7, 2006

ON BEHALF OF THE UNION



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

**LETTER OF UNDERSTANDING #4**

**BETWEEN**

**(EMPLOYER)**

**- and -**

**ALBERTA UNION OF PROVINCIAL EMPLOYEES**

**RE: TRANSITIONAL - REVIEW OF FTE DESIGNATION FOR AFFECTED  
EMPLOYEES**

Recognizing that the Parties have agreed that regular hours of work for a Full-time Employee working in the community and mental health settings (Community/Mental health) will transition from her current regular hours of work to those defined in Article 12B.01 as:

- (a) seven and three-quarter (7 3/4) consecutive hours per day; and
- (b) thirty-eight and three-quarter (38 3/4) hours per week averaged over one complete cycle of the shift schedule;

And recognizing that a Regular Part-time Employee, or a Temporary Employee hired into a part-time position, working in Community/Mental Health (Affected Employee) will maintain her total regularly scheduled hours, but her full-time equivalency (FTE) will be adjusted down (Adjusted FTE), based on the new annualized total of two thousand twenty-two and three-quarter (2022 3/4) hours;

The Parties agree that:

1. No sooner than twelve (**12**) months and no later than fourteen (14) months after the date upon which the Adjusted FTE was implemented (Transition Date), an Affected Employee may apply to her Employer, requesting a review of her Adjusted FTE.
2. Upon such request, the Employer shall conduct a review of the Affected Employee's hours worked over the twelve (12) month period commencing from the Transition Date (Review Period).
3. Where the Employer determines that during the Review Period, an Affected Employee has been regularly scheduled to work additional hours of work in excess of her Adjusted FTE, the Affected Employee will have her FTE increased to not more than the FTE she had on the day prior to the Transition Date (New FTE). Such additional hours of work shall not relate to hours assigned to another position.



4. Within ninety (90) days of an Affected Employee's application, the Employer shall advise the Affected Employee in writing of the Employer's decision. Where an Affected Employee is given a New FTE, the New FTE shall be effective on the date of the Employer's written decision.
5. Notwithstanding this Letter of Understanding, the Employer and Affected Employee may, at any time, agree to increase the Affected Employee's Adjusted FTE, pursuant to the terms of this Collective Agreement.
6. This Letter of Understanding shall expire eighteen (18) months from the Transition Date.

ON BEHALF OF THE EMPLOYER



DATE: July 7, 2006

ON BEHALF OF THE UNION



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

**LETTER OF UNDERSTANDING #5**

**BETWEEN**

**(EMPLOYER)**

**- and -**

**ALBERTA UNION OF PROVINCIAL EMPLOYEES**

**RE: TRANSITIONAL - IMPLEMENTATION OF SUPPLEMENTARY HEALTH CARE  
DIRECT BILLING CARDS**

The Parties agree that:

1. On the first (1<sup>st</sup>) day of the month following ninety (90) days after the date of ratification of this Collective Agreement, Direct Billing Cards shall be provided to those Employees who do not currently have a Direct Billing Card.

ON BEHALF OF THE EMPLOYER



DATE: July 7, 2006

ON BEHALF OF THE UNION



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

**LETTER OF UNDERSTANDING #6**

**BETWEEN**

**(EMPLOYER)**

**- and -**

**ALBERTA UNION OF PROVINCIAL EMPLOYEES**

**RE: TRANSITIONAL- SICK LEAVE TRANSITION**

WHEREAS, one (1) day prior to the date of ratification of this Collective Agreement, Employees covered under the following Collective Agreements:

- collective agreement between the Alberta Mental Health Board (Alberta Hospital Ponoka) and the Alberta Union of Provincial Employees on behalf of Local 042/001 and Local 042/003, expiring March 31, 2005;
- collective agreement between the Alberta Mental Health Board (Alberta Hospital Edmonton) and the Alberta Union of Provincial Employees on behalf of Local 042/009, expiring March 31, 2005;
- collective agreement between the Alberta Mental Health Board (Claresholm/Raymond Care Centres) and the Alberta Union of Provincial Employees on behalf of Local 042/004, expiring March 31, 2005;
- collective agreement between the Alberta Mental Health Board (Mental Health Clinics) and the Alberta Union of Provincial Employees on behalf of Local 042/006 and Local 042/007, expiring March 31, 2005; and
- collective agreement between the Provincial Health Authorities of Alberta and the Alberta Union of Provincial Employees, local conditions applicable to Capital Health Authority at the Glenrose Rehabilitation Hospital, expiring March 31, 2004;

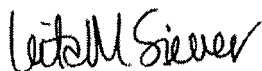
were covered by sick leave plan provisions different from Article 25: Sick Leave, under this Collective Agreement.

The Parties agree that:

1. Article 25 shall have no application until the first (1<sup>st</sup>) of the month following sixty (60) days after the date of the ratification of this Collective Agreement (Effective Date). From the date of ratification until the Effective Date, the respective articles under applicable Employees' collective agreements continue to apply.
2. As of the Effective Date, the following transitional provisions will be used to move the applicable Employees from their respective sick leave plan provisions. Regular Full-time Employees shall have a sick leave bank established as follows:

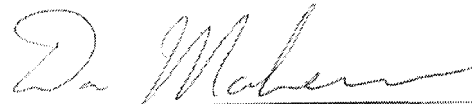
- (a) Employees with at least one (1) full year of service with the Employer as a Regular Employee: eighteen (18) working days' sick leave credit; or
  - (b) Employees with at least two (2) full years of service with the Employer as a Regular Employee: thirty-six (36) working days' sick leave credit; or
  - (c) Employees with at least three (3) full years of service with the Employer as a Regular Employee: fifty-four (54) working days' sick leave credit; or
  - (d) Employees with at least four (4) full years of service with the Employer as a Regular Employee: seventy-two (72) working days' sick leave credit; or
  - (e) Employees with at least five (5) full years of service with the Employer as a Regular Employee: ninety (90) working days' sick leave credit; or
  - (f) Employees with at least six (6) full years of service with the Employer as a Regular Employee: one hundred and eight (108) working days' sick leave credit; or
  - (g) Employees with at least seven (7) full years of service with the Employer as a Regular Employee: one hundred and twenty (120) working days' sick leave credit.
3. Employees with less than one (1) full year of service with the Employer as a Regular Employee shall have a sick leave bank established by calculating one and one-half (1 1/2) days of sick leave accrual per month of service, to a maximum of eighteen (18) working days sick leave credit.
4. Regular Part-time Employees shall have a sick leave bank established in accordance with paragraphs 2 and 3 above, that will be pro-rated based upon their FTE on the Effective Date.
5. Accrual and utilization of sick leave shall be administered in accordance with the provisions of Article 25: Sick Leave, commencing on the Effective Date.
6. Employees who are receiving sick leave pay prior to the Effective Date will continue to be compensated in accordance with the previous sick leave provisions until their return to work.

ON BEHALF OF THE EMPLOYER



DATE: July 7, 2006

ON BEHALF OF THE UNION



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

**LETTER OF UNDERSTANDING #7**

**BETWEEN**

**(EMPLOYER)**

**- and -**

**THE ALBERTA UNION OF PROVINCIAL EMPLOYEES**

**RE: TRANSITIONAL – PLACEMENT ON THE MAIN SALARY SCHEDULE AND  
RED-CIRCLING FOR IDENTIFIED LICENSED PRACTICAL NURSES**

The Parties agree that:

1. This Letter of Understanding shall be applicable to an Employee in the Licensed Practical Nurse (LPN) classification under the following collective agreements (Expired Collective Agreements):
  - (a) the Community Support collective agreement between the previous Mistahia Health Region and the Canadian Union of Public Employees (CUPE), that expired March 31, 2003;
  - (b) the Multi-Employer/CUPE General Support Services (Facility) collective agreement that expired March 31, 2004; and
  - (c) the Community Support collective agreement between the previous Health Authority #5 and the Health Sciences Association of Alberta, expiring March 31, 2004.
2. This Letter of Understanding addresses the transition from a salary appendix or schedule under an Expired Collective Agreement to the main salary schedule under this Collective Agreement (Main Salary Schedule).
3. An LPN in paragraph 1 above shall be placed on the step in Pay Grade 3 of the Main Salary Schedule (April 1, 2004 rates) that is closest to her Basic Rate of Pay on March 31, 2004, without being less, regardless of her years of service.
4. Where such LPN's March 31, 2004 Basic Rate of Pay is higher than the top step in Pay Grade 3 of the Main Salary Schedule she shall be placed at the top step of Pay Grade 3 in Main Salary Schedule and shall maintain her higher March 31, 2004 pay rate (Red-circled Rate) until the Basic Rate of Pay under the Main Salary Schedule matches or exceeds the LPN's Red-circled Rate. At that time, the affected LPN's Basic Rate of Pay will follow the Main Salary Schedule.

5. Where an LPN in paragraph 1 was employed by the Employer on the ratification date, and does not receive at least a three percent (3 %) increase to her Basic Rate of Pay effective April 1, 2004 as a result of the implementation of this Letter of Understanding, she shall receive a lump sum payment calculated as follows:

3% less % increase in Basic Rate of Pay	X	Regular Hours worked between April 1, 2004 and March 31, 2005	X	Basic Rate of Pay on March 31, 2004
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6. For an LPN under this Letter of Understanding, hours worked towards the next increment under an Expired Collective Agreement, as of March 31, 2004, shall be applied towards her next increment on the Main Salary Schedule.
7. This Letter of Understanding expires on the last day of the term of this Collective Agreement, or the ratification date of the next Collective Agreement, whichever is later.


ON BEHALF OF THE EMPLOYER



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DATE: July 7, 2006

ON BEHALF OF THE UNION



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

**LETTER OF UNDERSTANDING #8**

**BETWEEN THE**

**(EMPLOYER)**

**- and -**

**THE ALBERTA UNION OF PROVINCIAL EMPLOYEES**

**RE: TRANSITIONAL - PLACEMENT ON THE SALARY SCALE FOR IDENTIFIED  
EMPLOYEES**

The Parties agree as follows:

1. This Letter of Understanding shall be applicable to an Employee in the following classifications and collective agreements:
  - (a) Home Support Workers, with or without education, in the:
    - (i) Community Support collective agreement between the previous Health Authority #5 and the Health Sciences Association of Alberta (HSAA), that expired March 31, 2004; and
    - (ii) Community Support collective agreement between the previous Mistahia Health Region and the Canadian Union of Public Employees (CUPE), that expired March 31, 2003.
  - (b) Personal Support Workers in the:
    - (i) Community Support collective agreement between the previous Northwestern Regional Health Authority and the HSAA, that expired March 31, 2004 (Northwestern/HSAA Agreement).
  - (c) Nursing Attendants in the:
    - (i) Multi-Employer/CUPE General Support Services (Facility) collective agreement, that expired March 31, 2004.
2. This Letter of Understanding addresses the transition of the classifications noted in paragraph 1 above from their salary appendix or schedule in existence on the day before the ratification date of this Collective Agreement (Expired Salary Schedule) to the Home Support Aide or Nursing Attendant classifications, as applicable, and pay scale in Pay Grade 1 of the main salary schedule under this Collective Agreement (Main Salary Schedule).

3. A Home Support Worker on the "without education" pay scale in her Expired Salary Schedule shall be reclassified as a Home Support Aide and placed on the step of the seven (7) step pay scale in Pay Grade 1 of the Main Salary Schedule (April 1, 2004 rates) that is closest to her Basic Rate of Pay on March 31, 2004, without being less, regardless of her years of service.
4.
  - (a) A Home Support Worker on the "with education" pay scale in her Expired Salary Schedule shall be reclassified as a Home Support Aide and placed on the step of the eight (8) step pay scale in Pay Grade 1 of the Main Salary Schedule (April 1, 2004 rates) that is closest to her Basic Rate of Pay on March 31, 2004, without being less, regardless of her years of service.
  - (b) Such Employees will not be entitled to a further educational allowance under the Letter of Understanding on Administration of Education Allowance in this Collective Agreement, but may, upon completion of one thousand eight hundred thirteen and one-half (1813 1/2) hours at Step 7, advance to Step 8 on the pay scale.
5.
  - (a) A Personal Support Worker shall be reclassified as a Home Support Aide in Pay Grade 1 of the Main Salary Schedule.
  - (b) Where a Personal Support Worker has not qualified for an educational allowance under her Northwestern/HSAA Collective Agreement, and does not qualify for an educational allowance under the Letter of Understanding on Administration of Education Allowance of this Collective Agreement, she shall be placed on the step of the seven (7) step pay scale in Pay Grade 1 of the Main Salary Schedule (April 1, 2004 rates) that is closest to her Basic Rate of Pay on March 31, 2004, without being less, regardless of her years of service.
  - (c)
    - (i) Where a Personal Support Worker has been provided an educational allowance under her Northwestern/HSAA Collective Agreement, she shall be placed on the step of the eight (8) step pay scale in Pay Grade 1 of the Main Salary Schedule (April 1, 2004 rates) that is closest to her Basic Rate of Pay on March 31, 2004, without being less, regardless of her years of service.
    - (ii) Such Employees will not be entitled to a further educational allowance under the Letter of Understanding on Administration of Education Allowance in this Collective Agreement, but may, upon completion of one thousand eight hundred thirteen and one-half (1813 1/2) hours at Step 7, advance to Step 8 on the pay scale.
6. A Nursing Attendant on the "without education" pay scale in her Expired Salary Schedule shall be placed on the step of the seven (7) step pay scale in Pay Grade 1 of the Main Salary Schedule (April 1, 2004 rates) that is closest to her Basic Rate of Pay on March 31, 2004, without being less, regardless of her years of service.




7. (a) A Nursing Attendant on the "with education" pay scale in her Expired Salary Schedule shall be placed on the step of the eight (8) step pay scale in Pay Grade 1 of the Main Salary Schedule (April 1, 2004 rates) that is closest to her Basic Rate of Pay on March 31, 2004, without being less, regardless of her years of service.
- (b) Such Employees will not be entitled to a further educational allowance under the Letter of Understanding on Administration of Education Allowance in this Collective Agreement, but may, upon completion of one thousand eight hundred thirteen and one-half (1813 1/2) hours at Step 7, advance to Step 8 on the pay scale.
8. Where an Employee in paragraph 1 was employed by the Employer on the ratification date, and does not receive at least a three percent (3%) increase to her Basic Rate of Pay effective April 1, 2004 as a result of the implementation of this Letter of Understanding, she shall receive a lump sum payment calculated as follows:
- $$\begin{array}{rcccl} 3\% \text{ less \% increase} & \times & \text{Regular Hours worked} & \times & \text{Basic Rate of Pay on} \\ \text{in Basic Rate of Pay} & & \text{between April 1, 2004} & & \text{March 31, 2004} \\ & & \text{and March 31, 2005} & & \end{array}$$
9. For all Employees affected by this Letter of Understanding, hours worked towards the next increment under their Expired Salary Schedule, as of March 31, 2004, shall be applied towards their next increment on the Main Salary Schedule.
10. This Letter of Understanding expires on the last day of the term of this Collective Agreement, or the date of ratification of the next Collective Agreement, whichever is later.

ON BEHALF OF THE EMPLOYER



DATE: July 7, 2006

ON BEHALF OF THE UNION



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

**LETTER OF UNDERSTANDING #9**

**BETWEEN**

**(EMPLOYER)**

**- and -**

**ALBERTA UNION OF PROVINCIAL EMPLOYEES**

**RE: MUTUAL AGREEMENT TO ADJUST FTEs**

WHEREAS the Parties see the mutual value in:

- providing Employees with confirmation of their full-time equivalent (FTE);
- defining approaches to enable the adjustment of FTEs for Employees where mutually agreed; and
- developing larger FTEs and more full-time positions;

The Parties agree as follows:

1. At the time of hire or transfer, the Employer shall state, in writing to the Employee, the Employee's current FTE. Pursuant to this Letter of Understanding, such FTE may be amended by mutual agreement between the Employer and the Union.
  - (a) The process for requesting a change to FTEs shall be as follows:
    - (i) Employees may request to increase or decrease the Employee's FTE. The Employer shall advise the Union of such request.
    - (ii) Employers may offer to increase an Employee's FTE following consultation with the Union.
    - (iii) Seniority shall be considered in determining which Employees are eligible to have their FTEs adjusted in accordance with this Letter of Understanding.
  - (b) Where mutual agreement is reached in accordance with paragraph 1(a) above:
    - (i) regular hours of work for that classification within the bargaining unit shall not be reduced.
    - (ii) amendments to FTEs will be limited to the work area from which the original request was received.

- (iii) such changes shall be confirmed in writing to the Employee, and a copy shall be provided to the Union.
- 2. Mutual agreement to amend FTEs shall not be considered a violation of the posting provisions of Article 11: Appointments and Transfers, or the provisions of Article 32: Layoff and Recall.
- 3. Where mutual agreement is not reached to amend FTEs, the strict provisions of this Collective Agreement shall apply.
- 4. This Letter of Understanding shall expire the day before the expiry date of this Collective Agreement. If this Letter of Understanding expires and is not renewed any changes to an Employee's FTE which have resulted from the application of this Letter of Understanding shall remain in effect subject to the terms of this Collective Agreement.

ON BEHALF OF THE EMPLOYER



DATE: July 7, 2006

ON BEHALF OF THE UNION



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

**LETTER OF UNDERSTANDING #10**

**BETWEEN**

**(EMPLOYER)**

**- and -**

**ALBERTA UNION OF PROVINCIAL EMPLOYEES**

**RE: EN IN MULTIPLE POSITIONS**

The Parties agree that this Letter of Understanding applies to Employees who hold more than one (1) position within the bargaining unit as of the date of ratification of this Collective Agreement or to Employees who subsequently attain more than one (1) position within the bargaining unit.

1. An Employee is responsible for notifying her supervisor that she is employed in multiple positions with the Employer.
2.
  - (a) Employees shall not be employed within the bargaining unit in greater than full-time capacity. Employees currently employed in greater than a full-time capacity shall be given three (3) months' notice of this requirement. In extenuating circumstances, the three months' notice may be extended.
  - (b) Notwithstanding the above, an Employee who holds a part-time position(s) may work additional shifts, however, it is intended that the total hours will not normally exceed full-time hours, and in any case shall not contravene this Collective Agreement.
3. Subject to the Employer's operational ability to do so, the Employer agrees to combine the regular hours of work of multiple positions held by an Employee for the purpose of benefit eligibility, Vacation, Sick Leave, Named Holidays, Increments, placement on the Salary Schedule(s) and Seniority, provided that the following conditions are met:
  - (a) the total hours of the positions do not exceed full-time employment as defined in this Collective Agreement; and
  - (b) the regular hours of work to be combined are associated with regular part-time positions; and
  - (c) the positions are in the same classification and certificate and their schedules can be made Collective Agreement compliant, or the Employer and Employee mutually agree to waive the scheduling provisions of Articles 12A, 12B, 29A, 29B, 40A, and 40B in the Collective Agreement.

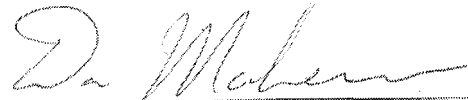
4. Where the regular hours of work of multiple positions cannot be combined in accordance with paragraph 3 above because they are in different classifications, they may be combined for the purposes of determining benefit eligibility only.
5. An Employee who holds multiple positions would have her salary adjusted to the highest increment level achieved in any of the positions currently held, providing that the positions are the same classification. The time period for any further increment advancement would include any regular hours already worked and not credited towards the next increment level.
6. An Employee who holds multiple positions would have the earliest "seniority date" recognized for the purpose of Article 9: Seniority.
7. Probation and trial periods will apply to each component of the multiple positions. Probation is completed upon the successful completion of the first probationary period, with probation in second and subsequent positions reverting to a trial period within the provisions of the Collective Agreement except that there shall be no obligation on the Employer's behalf to reinstate the Employee in her former position.
8. Layoff and recall provisions shall apply individually to each position.
9. An Employee who holds multiple positions, and who fails to report for work as scheduled due to a conflict in schedules, may be required to relinquish one of the positions.
10. An Employee who accepts multiple positions acknowledges the Employer's requirement to manage shift scheduling based on operational need. If a schedule changes as a result of operational requirements, then an Employee may be required to resign one or more of their positions. Should an Employee be required to resign from a position(s) under these circumstances, she shall be given twenty-eight (28) days notice of such requirement or such lesser time as may be agreed between the Employer and the Union.
11. The Employer reserves the right to deny or terminate multiple position situations based on operational requirements or health and safety factors, subject to all provisions of the Collective Agreement.
12. This Letter of Understanding shall become effective on October 1, 2006, and shall expire on the day before the expiry date of this Collective Agreement.

ON BEHALF OF THE EMPLOYER



DATE: July 7, 2006

ON BEHALF OF THE UNION



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

**LETTER OF UNDERSTANDING #11**

**BETWEEN**

**(EMPLOYER)**

**- and -**

**ALBERTA UNION OF PROVINCIAL EMPLOYEES**

**RE: STAFFING/UTILIZATION PROJECT REVIEW COMMITTEE**

Whereas the Parties agree that work place issues are best resolved at a local level in an atmosphere of mutual respect and understanding, the Parties agree as follows:

1. Either Party may request that a local Staffing/Utilization Project Review Committee be formed.
2. The Committee shall be responsible for the development of Terms of Reference. Each Party will be eligible to appoint up to four (4) members to this Committee.
3. The function of the Committee is to examine and make recommendations regarding the following:
  - (a) safety issues related to scheduling;
  - (b) the application of the scheduling provisions;
  - (c) assignment of regularly scheduled hours to regular positions;
  - (d) the assignment of extra shifts; and
  - (e) matters related to staffing and utilization.
4. The Parties shall provide available relevant information to allow for meaningful discussion of local staffing/utilization issues. The Parties will endeavour to provide this information in a timely manner and, in any event, not later than thirty (30) days from the date of the request.
5.
  - (a) The Committee may prepare and present recommendations to the CEO or designate. Notwithstanding the foregoing, the Union may elect to prepare and present recommendations to the CEO or designate in the absence of agreement on recommendations by the Committee.
  - (b) The decision of the CEO or designate regarding the recommendations shall be final and binding.

6. Employees participating in this Committee shall suffer no loss of regular earnings for time spent in meetings.
7. It is not the intention of this Letter of Understanding to limit the rights existing under this Collective Agreement.
8. This Letter of Understanding shall expire the day before the expiry date of this Collective Agreement.

ON BEHALF OF THE EMPLOYER



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DATE: July 7, 2006

ON BEHALF OF THE UNION



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

**LETTER OF UNDERSTANDING #12**

**BETWEEN**

**(EMPLOYER)**

**- and -**

**ALBERTA UNION OF PROVINCIAL EMPLOYEES**

**RE: SEVERANCE**

1. Severance will be offered as a result of organizational changes that result in the permanent reduction in the number of Regular Employees in the bargaining unit.
2. The Employer will select one (1) of, or a combination of, the following severance options to be offered to eligible Regular Employees, as defined in paragraph 3 of this Letter of Understanding:

**Option I:**

- (a) A Regular Full-time Employee shall be eligible for severance pay in the amount of two (2) weeks' regular pay for each full year of continuous employment to a maximum of forty (40) weeks' pay.
- (b) A Regular Part-time Employee shall be eligible for severance pay in the amount of two (2) weeks' regular pay for each full period of one thousand eight hundred thirteen and one-half (1813 1/2) hours worked at the Basic Rate of Pay.
- (c) Regular pay shall be defined as regularly scheduled hours of work as at the date on which notice of layoff is issued (which for the purpose of clarity means regularly scheduled hours of work exclusive of overtime hours, call-back hours and additional hours for Part-time Employees) X Basic Rate of Pay (which for the purpose of clarity means Basic Rate of Pay exclusive of overtime payments and premium payments).
- (d) For purposes of severance, continuous employment will be calculated from the last date of hire recognized with the Employee's current Employer and shall exclude all absences in excess of thirty (30) days.

**Option II:**

- (a) A Regular Full-time Employee shall be eligible for severance notice of two (2) weeks' for each full year of continuous employment to a maximum of forty (40) weeks, during which the Employee shall continue to work.



- (b) A Regular Part-time Employee shall be eligible for severance notice of two (2) weeks for each full period of one thousand eight hundred thirteen and one-half (1813 1/2) hours of work to a maximum of forty (40) weeks, during which the Employee shall continue to work.
  - (c) Regular Employees provided severance notice under this Option will be granted leave of absence with pay for the purpose of attending job interviews provided that advance notice is given to the Employer.
- 3. A Regular Employee who has been laid off in accordance with Article 32.13 and for whom no alternate vacant position is available pursuant to Article 32, shall have the option to select either of:
  - (a) layoff with the placement and recall rights as specified in Article 32 of the Collective Agreement; or
  - (b) severance as offered by the Employer in accordance with this Letter of Understanding.
- 4. A Regular Employee who accepts severance pay as described in Option I above, shall have terminated their employment, with no further rights to recall.
- 5. A Regular Employee who accepts severance notice as described in Option II above shall terminate their employment, with no further rights to recall at the conclusion of the notice period.
- 6. An Employee who has been terminated for just cause or who has resigned or retired shall not be eligible for severance.
- 7. A Regular Employee who receives notice of layoff shall have fourteen (14) calendar days from the date the notice of layoff is issued to advise the Employer, in writing, that the Employee wishes to take the Severance Option offered by the Employer. Any Employee who does not advise the Employer, in writing of the Employee's decision to accept severance shall be deemed to have selected layoff in accordance with Article 32 of this Collective Agreement.
- 8.
  - (a) Employees who select severance 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 (which for the purpose of clarity means the period of time equal to the number of weeks of severance paid to the Employee).
  - (b) The Employee may be considered for hire by an Employer referred to in paragraph 8(a) provided they repay the Employer from whom severance was received, if any, between the time they were unemployed and the length of time for which the severance was paid.

9. Severance pay or notice provided under this Letter of Understanding shall be deemed to be inclusive of any and all legislative requirements for termination notice.
10. This Letter of Understanding shall apply over a period of time beginning the date on which the Parties exchange notice of ratification for this Collective Agreement and ending March 31, 2008, or upon the date of ratification of the next Collective Agreement, whichever is later.


ON BEHALF OF THE EMPLOYER



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DATE: July 7, 2006

ON BEHALF OF THE UNION



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

**LETTER OF UNDERSTANDING #13**

**BETWEEN**

**(EMPLOYER)**

**- and -**

**ALBERTA UNION OF PROVINCIAL EMPLOYEES**

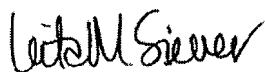
**RE: ADMINISTRATION OF EDUCATIONAL ALLOWANCE**

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: Nursing Attendant, Physiotherapy Attendant, Occupational Therapy Attendant, Home Support Aide;
  - (b) in the Supplementary Salary Schedule for Palliser Health Region: Recreational Therapy Attendant;
  - (c) in the Supplementary Salary Schedule for David Thompson Health Region: Assisted Living Aides, and Residential Support Worker;
  - (d) in the Supplementary Salary Schedule for East Central Health: Assisted Living Aide;
  - (e) in the Supplementary Salary Schedule for Capital Health: Ward Aide at the Glenrose Rehabilitation Hospital, and Residential Support Aide;
  - (f) in the Supplementary Salary Schedule for Aspen Regional Health at Westlock Long Term Care Centre: Recreational Therapy Attendant;
  - (g) in the Supplementary Salary Schedule for Peace Country Health at Beaverlodge Municipal Hospital and Valleyview Health Centre: Recreational Therapy Attendant.
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, supported by proof submitted by the Employee:
  - (a) Personal Care Attendant (PCA);


- (b) Personal Support Aide (PSA); and
  - (c) Graduate Practical Nursing (GPN).
3. If a new Employee is hired into one (1) of the classifications outlined in paragraph 1 above, on or after the date of ratification, and the new Employee has successfully completed one (1) or more recognized courses or certificates as outlined in paragraph 2 above, upon provision of proof of qualifications to the Employer, such course work shall be recognized as one (1) yearly unit of previous experience, pursuant to Article 14.09.
4. (a) An Employee who, during the term of this Collective Agreement, successfully completes one (1) or more recognized courses or certificates as outlined in paragraph 2 above, shall be moved one increment. Such increment shall be paid from the date the Employee provides proof of qualifications to the Employer.
- (b) For Regular Full-time Employees, the date as determined by paragraph 4(a) above shall become the Employee's anniversary date for increment purposes.
- (c) Part-time and Casual Employees shall be entitled to a further increment following the completion of one thousand eight hundred thirteen and one-half (1813 1/2) hours worked from the date determined by paragraph 4(a) above.
5. An Employee shall be eligible for a maximum of one (1) increment increase in the application of this Letter of Understanding.

ON BEHALF OF THE EMPLOYER



DATE: July 7, 2006

ON BEHALF OF THE UNION



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

**LETTER OF UNDERSTANDING #14**

**BETWEEN**

**(EMPLOYER)**

**- and -**

**ALBERTA UNION OF PROVINCIAL EMPLOYEES**

**RE: HOURLY ALLOWANCE FOR MENTAL HEALTH AIDES AND PSYCHIATRIC AIDES**

WHEREAS, on the day prior to the ratification date of this Collective Agreement, Mental Health Aides and Psychiatric Aides were covered under the following Collective Agreements:

- collective agreement between the Alberta Mental Health Board (Alberta Hospital Ponoka) and the Alberta Union of Provincial Employees on behalf of Local 042/001 and Local 042/003, expiring March 31, 2005;
- collective agreement between the Alberta Mental Health Board (Alberta Hospital Edmonton) and the Alberta Union of Provincial Employees on behalf of Local 042/009, expiring March 31, 2005;
- collective agreement between the Alberta Mental Health Board (Claresholm/Raymond Care Centres) and the Alberta Union of Provincial Employees on behalf of Local 042/004, expiring March 31, 2005; and
- collective agreement between the Alberta Mental Health Board (Mental Health Clinics) and the Alberta Union of Provincial Employees on behalf of Local 042/006 and Local 042/007, expiring March 31, 2005;

and pursuant to the above collective agreements, received an hourly allowance if they met the specified criteria;

The Parties agree that:

1. The Employer will recognize the following education relevant to the Mental Health Aide or Psychiatric Aide classifications recognized by *bona fide* post-secondary educational institutions, and deemed acceptable by the Employer, by paying the hourly allowance listed below:

**Allowances for Education**

**Hourly Allowance**

Personal Support Aide Certificate	\$0.45
Mental Health Aide Certificate	\$0.45

2. Allowances referred to in this Letter of Understanding are not cumulative and an Employee shall be paid only for the highest qualification obtained.
3. Mental Health Aides and Psychiatric Aides eligible for the hourly allowance shall not be eligible for the education allowance pursuant to the "Letter of Understanding on Administration of Educational Allowance".
4. This Letter of Understanding shall expire on the expiration of this Collective Agreement.

ON BEHALF OF THE EMPLOYER



\_\_\_\_\_  
DATE: July 7, 2006

ON BEHALF OF THE UNION



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

**LETTER OF UNDERSTANDING #15**

**BETWEEN**

**(EMPLOYER)**

**- and -**

**ALBERTA UNION OF PROVINCIAL EMPLOYEES**

**RE: ADVANCEMENT ON PAY SCALES FOR IDENTIFIED CLASSIFICATIONS**

The Parties agree as follows:

1. This Letter of Understanding shall apply to an Employee employed in the following classifications (Affected Employee):
  - (a) Main Salary Schedule:
    - (i) Licensed Practical Nurse - Pay Grade 3
    - (ii) Orthopaedic Technician (non-certified) - Pay Grade 3
    - (iii) Operating Room Technician - Pay Grade 4
    - (iii) Orthopaedic Technician (certified) - Pay Grade 4
  - (b) Palliser Health Region Supplementary Salary Schedule
    - (i) Dental Assistant
  - (c) David Thompson Health Region Supplementary Salary Schedule
    - (i) Registered Dental Assistant - non-IOP
    - (ii) Registered Dental Assistant - IOP
  - (d) Capital Health Supplementary Salary Schedule
    - (i) Dialysis Assistant
  - (e) Aspen Regional Health Supplementary Salary Schedule
    - (i) Registered Dental Assistant
  - (f) Peace Country Health Supplementary Salary Schedule
    - (i) Personal Support Team Leader
    - (ii) Registered Dental Assistant
    - (iii) Administrative Support Worker IV - Personal Support Coordinator

- 2. (a) Effective April 1, 2006, an Affected Employee shall advance one (1) step on her pay scale (e.g., an Employee on Step 3 on March 31, 2006 shall advance to Step 4 on April 1, 2006).
- (b) Where an Affected Employee had a pay scale on the day before ratification of this Collective Agreement that was comprised of seven (7) steps (Pre-ratification Grid), and such Affected Employee was at Step 7 of her Pre-Ratification Grid on April 1, 2006, such Affected Employee shall receive a four percent (4%) lump sum, as follows:

$$4\% \times \text{Hours paid between April 1, 2005 and March 31, 2006} \times \text{Basic Rate of Pay on March 31, 2006}$$

- 3. Effective April 1, 2007, an Affected Employee shall advance one (1) step on her pay scale (e.g., an Employee on Step 4 on March 31, 2007 shall advance to Step 5 on April 1, 2007).
- 4. For the purposes of paragraphs 2 and 3 above:
  - (a) A Full-time Employee shall maintain her anniversary date and achieve a subsequent increment, if applicable, according to such anniversary date; and
  - (b) A Part-time or Casual Employee shall maintain her accumulated hours towards next increment upon being placed in the new step.
  - (c) A Part-time or Casual Employee who advances to Step 2 pursuant to this Letter of Understanding shall be entitled to a further increment under the provisions of Article 14: Salaries, following the completion of two thousand twenty-two and three-quarter (2022 3/4) regular hours at Step 2.
- 5. This Letter of Understanding expires on March 31, 2008.

ON BEHALF OF THE EMPLOYER



DATE: July 7, 2006

ON BEHALF OF THE UNION



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



**LETTER OF UNDERSTANDING #16**

**BETWEEN**

**(EMPLOYER)**

**- and -**

**ALBERTA UNION OF PROVINCIAL EMPLOYEES**

**RE: LUMP SUM**

The Parties agree as follows:

1. Effective of the ratification date of this Collective Agreement, those Employees who did not receive a two percent (2%) increase to their pay scales effective the ratification date, shall receive two percent (2%) in the form of a lump sum, as follows:

2%	<input checked="" type="checkbox"/>	Hours paid between	<input checked="" type="checkbox"/>	Basic Rate of Pay
		January 1, 2005 and		on Date of Ratification
		December 31, 2006		

ON BEHALF OF THE EMPLOYER



ON BEHALF OF THE UNION



DATE: July 7, 2006

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

**LETTER OF UNDERSTANDING #17**

**BETWEEN**

**(EMPLOYER)**

**- and -**

**ALBERTA UNION OF PROVINCIAL EMPLOYEES**

**RE: RED-CIRCLED VACATION ACCRUAL RATES**

The Parties agree as follows:

1. Vacation entitlements shall be earned based on years of continuous service, as set out in Article 23.
2. Notwithstanding paragraph 1 above, where, on the day prior to ratification of this Collective Agreement, an Employee earned a vacation entitlement corresponding to her years of service in excess of those outlined in Article 23, such Employee shall continue to earn such vacation entitlement until:
  - (a) her years of continuous service result in a higher vacation entitlement according to Article 23; or
  - (b) March 31, 2008;

whichever is sooner

ON BEHALF OF THE EMPLOYER



ON BEHALF OF THE UNION



DATE: July 7, 2006

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

**LETTER OF UNDERSTANDING #18**

**BETWEEN**

**(EMPLOYER)**

**- and -**

**ALBERTA UNION OF PROVINCIAL EMPLOYEES**

**RE: ENROLMENT PERIOD FOR ELIGIBLE EMPLOYEES**

WHEREAS under various merging collective agreements, Temporary Employees were not eligible for benefits under their respective collective agreements;

AND WHEREAS under this Collective Agreement, Temporary Employees are eligible for benefits pursuant to Article 24: Employee Benefit Plans, Article 24.02(c);

The Parties agree as follows:

1. The Employer and eligible Temporary Employees shall have until the first (1<sup>st</sup>) of the month following ninety (90) days from the ratification date of this Collective Agreement to enroll under the provisions of Article 24: Employee Benefit Plans (Enrolment Date), such Enrolment Date being the effective date of such benefits.
2. This Letter of Understanding expires one hundred and twenty (120) days from the ratification date of this Collective Agreement.

ON BEHALF OF THE EMPLOYER



ON BEHALF OF THE UNION



DATE: July 7, 2006

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

**LETTER OF UNDERSTANDING #19**

**BETWEEN**

**THE CHINOOK HEALTH REGION  
(EMPLOYER)**

**- and -**

**ALBERTA UNION OF PROVINCIAL EMPLOYEES**

**RE: TRANSITIONAL - CHINOOK HEALTH REGION LICENSED PRACTICAL  
NURSES WHO RECEIVED AN INCREASE TO BASIC RATES OF PAY BETWEEN  
APRIL 1, 2004 AND MARCH 31, 2005**

The Parties agree that:

1. This Letter of Understanding is applicable to a Licensed Practical Nurse (LPN) employed by the Employer under the following collective agreements (Expired Collective Agreements):
  - (a) the collective agreement between the Chinook Health Region and the Health Sciences Association of Alberta, that expired March 31, 2005; and
  - (b) the collective agreement between the Chinook Health Region and the Canadian Union of Public Employees, that expired March 31, 2005.
2. Under the Expired Collective Agreements, Basic Rates of Pay for LPNs were increased by two percent (2%) effective April 1, 2004 and two percent (2%) effective October 1, 2004.
3. An LPN in paragraph 1 (Affected LPN) shall not receive any additional increases for the period of April 1, 2004 to March 31, 2005, pursuant to this Collective Agreement.
4. An Affected LPN shall be placed on the step in Pay Grade 3 of the Main Salary Schedule (April 1, 2005 rates) that is closest to her Basic Rate of Pay on March 31, 2005, without being less, regardless of her years of service. Hours worked towards the next increment under the Expired Salary Schedule, as of March 31, 2005, shall be applied towards an Affected LPN's next increment on the Main Salary Schedule.

5. Where an Affected LPN's March 31, 2005 Basic Rate of Pay is higher than the top step in Pay Grade 3 of the Main Salary Schedule, she shall be placed at the top step of Pay Grade 3 in Main Salary Schedule and shall maintain her higher March 31, 2005 pay rate (Red-circled Rate) until the Basic Rate of Pay under the Main Salary Schedule matches or exceeds the LPN's Red-circled Rate. At that time, such LPN's Basic Rate of Pay will follow the Main Salary Schedule.
6. Where an LPN in paragraph 1 was employed by the Employer on the ratification date and does not receive at least a three percent (3 %) increase to her Basic Rate of Pay effective April 1, 2005 as a result of the implementation of this Letter of Understanding, she shall receive a lump sum payment calculated as follows:

3% less % increase in Basic Rate of Pay	X	Regular hours worked between April 1, 2004 and March 31, 2005	X	Basic Rate of Pay on March 31, 2005
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7. This Letter of Understanding expires on the last day of the term of this Collective Agreement, or the ratification date of the next Collective Agreement, whichever is later.

ON BEHALF OF THE EMPLOYER



ON BEHALF OF THE UNION



DATE: July 7, 2006

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

**LETTER OF UNDERSTANDING #20**

**BETWEEN**

**DAVID THOMPSON HEALTH REGION**

**- and -**

**ALBERTA UNION OF PROVINCIAL EMPLOYEES**

**RE: STUDENT SUMMER EMPLOYMENT OPPORTUNITIES AT ALBERTA HOSPITAL INC.**

The Parties agree that:

1. Employer-funded student summer employment opportunities may be available from April 15<sup>th</sup> to September 15<sup>th</sup> inclusive.
2. Such employment:
  - (a) will be extended to students enrolled in a post-secondary educational program and who are returning to school in the fall, and where the work is directly related to the student's course of studies;
  - (b) will not displace Employees in Auxiliary Nursing;
  - (c) will be paid the student rate of \$10.00 per hour.
3. The Union will be supplied with a list of all Employees employed under the terms of this Letter of Understanding.
4. All students employed under the terms of this Letter of Understanding will pay Union dues as required by Article 4: Union Membership and Dues Deduction, of this Collective Agreement.

ON BEHALF OF THE EMPLOYER



ON BEHALF OF THE UNION



DATE: July 7, 2006

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

**LETTER OF UNDERSTANDING #21**

**BETWEEN**

**CAPITAL HEALTH**

**- and -**

**ALBERTA UNION OF PROVINCIAL EMPLOYEES**

**RE: OPERATING ROOM TECHNICIAN TRAINING EDUCATIONAL  
OPPORTUNITY WITH CAPITAL HEALTH AT THE UNIVERSITY OF ALBERTA  
HOSPITAL SITE**

The Parties agree that:

1. Capital Health supports education opportunities for training of Operating Room Technicians in partnership with Grant MacEwan College (GMC).
2. The objective of the educational opportunity (Educational Opportunity) is to develop additional qualified staff for the Operative Services program (OSP).

**Educational Opportunity**

3. The Educational Opportunity will consist of:
  - (a) a twelve (12) week home study program (Home Study Period); and
  - (b) twelve (12) weeks of classroom/clinical training (Training Period) provided in partnership with GMC;and must be completed within a maximum period of twenty-seven (27) weeks.
4. Capital Health will pay full course registration for a successful applicant (Sponsored Participant), inclusive of course fee and textbooks, to a maximum of three thousand dollars (\$3000.00).

**Application Process**

5. Where:
  - (a) an Operating Room Technician vacancy occurs; and
  - (b) the vacancy has been posted in accordance with Article 11: Appointments and Transfers; and

- (c) a qualified applicant is not available;

Capital Health will re-post the vacancy and accept applications from both internal applicants and external applicants who do not possess all of the posted Operating Room Technician qualifications.

6. Recognizing that these are not the sole criteria, consideration will be extended to applicants in the following order:
  - (a) an internal applicant who is interested in working in the operating room, with one (1) year of current surgical experience and the ability to apply such in an acute care operating room setting, and who are currently employed in the OSP;
  - (b) an internal applicant who is interested in working in the operating room, with one (1) year of current surgical experience and the ability to apply such in an acute care operating room setting;
  - (c) an external applicant who is interested in working in the operating room, with one (1) year of current surgical experience and the ability to apply such in an acute care operating room setting;
  - (d) an internal applicant or external applicant who is interested in working in the operating room as part of a multi-disciplinary team with no previous education preparation or experience in the operating room.
7. Subject to paragraph 6, selection of a Sponsored Participant will be in accordance with Article 11 : Appointments and Transfers, recognizing program objectives/ limitations, and operational requirements of an internal applicant's home unit. Capital Health will allow at least one (1) regular internal applicant to be sponsored from a unit before invoking operational requirements.

#### **Participation in the Educational Opportunity**

8.
  - (a) Capital Health will not unreasonably deny a leave of absence without pay for a Sponsored Participant requesting leave for the Home Study Period. The Sponsored Participant shall provide a written request of no less than four (4) weeks prior to commencement of the leave of absence.
  - (b) A Sponsored Participant who was an internal applicant will be provided educational leave with pay to complete the Training Period. Notwithstanding Article 23: Vacation, vacation requests during the Training Period shall not be granted.
  - (c) A Sponsored Participant who was an external applicant will be considered as a paid student at the applicable step of the LPN pay range for the Training Period.



9.
  - (a) A Sponsored Participant who fails to complete the Educational Opportunity shall reimburse Capital Health for the paid Training Period, registration and textbook costs for the program.
  - (b) Paragraph 9(a) shall not apply to a Sponsored Participant who was an internal applicant in a regular position. However, such Sponsored Participant shall commit to continue in the service of the Employer for a minimum period of twelve (12) months.
  - (c) Capital Health may waive this provision at its sole discretion.
10. Upon satisfactory completion of the Educational Opportunity, a Sponsored Participant will be placed into a full-time regular, part-time regular, temporary or casual position. Her probation period or trial period, as applicable, shall commence after completion of the Training Period, and placement into a position.
11. A Sponsored Participant shall agree to a return service commitment within the OSP (Return Service Commitment). The Return Service Commitment will be for a minimum of twelve (12) calendar months for an internal applicant and twenty-four (24) calendar months for an external applicant, and shall commence upon satisfactory completion of the Educational Opportunity and placement into a position.
12.
  - (a) If a Sponsored Participant resigns prior to the end of her Return Service Commitment period, the Sponsored Participant shall reimburse Capital Health for the paid Training Period, registration and textbook costs, on a pro-rated basis based upon the time left in the Return Service Commitment period. Capital Health may waive this provision at its sole discretion.
  - (b) If a Sponsored Participant is terminated either during her trial or probation period, or prior to the completion of the Return Service Commitment, the Sponsored Participant shall reimburse Capital Health for the paid Training Period, registration and textbook costs, on a pro-rated basis based upon the time left in the Return Service Commitment period. Capital Health may waive this provision at its sole discretion.
13. This Educational Opportunity and related processes may be a one-time offering and would not be considered a precedent or standard practice.

14. This Letter of Understanding does not violate the provisions Article 11: Appointments and Transfers, nor does it constitute a precedent for future interpretations or applications under this Collective Agreement, particularly in relation to Article 11: Appointments and Transfers and Article 27: Leave of Absence.

ON BEHALF OF THE EMPLOYER



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DATE: July 7, 2006

ON BEHALF OF THE UNION



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

**LETTER OF UNDERSTANDING #22**

**BETWEEN**

**CAPITAL HEALTH**

**- and -**

**ALBERTA UNION OF PROVINCIAL EMPLOYEES**

**RE: AEDIC TECHNICIANS**

WHEREAS the Multi-Employer/AUPE (Auxiliary Nursing) Collective Agreement contains the following pay grades and classifications:

- (a) Pay Grade 3 - Ortho Tech (non-certified)
- (b) Pay Grade 4 - Ortho Tech (certified)

AND WHEREAS certain Ortho Techs within Capital Health are compensated at Pay Grade 4, but do not possess the "Orthopaedic Specialty" designation from the College of Licensed Practical Nurses of Alberta (CLPNA) (Affected Ortho Tech):

The Parties agree that:

1. An Affected Ortho Tech shall have until December 31, 2006, to provide proof satisfactory to Capital Health that she has established her Orthopaedic Specialty qualifications with the CLPNA, either by:
  - (a) successfully completing the Advanced Education in Orthopaedics for LPNs through NorQuest College; or
  - (b) establishing with the CLPNA her Orthopaedic Specialty equivalency.
2. Between the ratification date of this Collective Agreement and December 31, 2006, an Affected Ortho Tech shall continue to be compensated on Pay Grade 4 as an Ortho Tech (certified).


3. (a) If an Affected Ortho Tech has not complied with paragraph 1 above, such Affected Ortho Tech shall, on January 1, 2007, be reclassified to the Pay Grade 3 - Ortho Tech (non-certified) classification, and be placed on the same step of Pay Grade 3 as they had achieved on Pay Grade 4 (e.g., an Affected Ortho Tech who was paid at Step 4 of Pay Grade 4 on December 31, 2006 shall be placed on Step 4 of Pay Grade 3 on January 1, 2007).
- (b) Such Affected Employee shall not be entitled to the red-circled provisions of this Collective Agreement.
4. (a) If, subsequent to January 1, 2007, an Affected Ortho Tech reclassified according to paragraph 3 above, establishes her Orthopaedic Specialty qualifications with the CLPNA, such Affected Ortho Tech may apply to Capital Health to be classified as a Ortho Tech (certified).
- (b) Upon receiving proof satisfactory to Capital Health, such Affected Ortho Tech shall be reclassified as an Ortho Tech (certified) and be moved to Pay Grade 4, effective the date satisfactory proof is received by Capital Health.
- (c) Such Affected Employee shall be placed on the same step of Pay Grade 4 as she had achieved on Pay Grade 3 as a reclassified Ortho Tech (non-certified) (e.g., an Affected Ortho Tech who was paid at Step 5 of Pay Grade 3 on the day prior to providing satisfactory proof shall be placed on Step 5 of Pay Grade 4 on the date of reclassification in paragraph 4(b) above.

ON BEHALF OF THE EMPLOYER



DATE: July 7, 2006

ON BEHALF OF THE UNION



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

**LETTER OF UNDERSTANDING #23**

**BETWEEN**

**CAPITAL HEALTH at UNIVERSITY OF ALBERTA HOSPITALS**

**- and -**

**ALBERTA UNION OF PROVINCIAL EMPLOYEES**

**RE: SCHEDULING FOR DIALYSIS ASSISTANTS IN THE NORTHERN ALBERTA  
RENAL PROGRAM**

1. "Formal FTE" is defined as the Employee's full-time equivalent (FTE) noted in the human resource information system. Changes to an Employee's Formal FTE will be confirmed in writing.
2. All Dialysis Assistants (DAS10A) will receive, on a bi-weekly basis, a minimum of their applicable Basic Rate of Pay times the hours associated with their Formal FTE. Additional hours worked beyond the Employee's Formal FTE will be paid as they are worked.

For instance, if an Employee has a Formal FTE of zero point four (0.4) then:

- (a) The shift cycle is developed to ensure the Employee is scheduled for shifts commensurate with their Formal FTE, and the Employee is compensated for these shifts even if they are not actually worked. This guarantees the Employee a minimum rate of pay in each pay period; and
  - (b) Additional shifts may be added to this schedule by the Employer, as required to meet operational requirements, and paid at straight time. If the hours worked exceed an average of thirty-eight and three-quarter (38 3/4) hours per week over one (1) complete cycle of the shift schedule or the scheduled hours of work for the shift, overtime provisions will be applied.
3. The Employer will review the hours worked as necessary, or at least every six (6) months, to determine whether any Employee's Formal FTE requires adjustment. Any adjustment to an Employee's Formal FTE will be confirmed in writing to the affected Employee and the shift schedule will be adjusted accordingly.
  4. Adjustments to an Employee's Formal FTE will be done as per the Collective Agreement provisions, with the understanding that if the FTEs are being reduced, Article 32: Layoff and Recall, will be applied only within the satellite unit affected. Articles 32.02 and 32.05 may be waived by mutual agreement between the Employer and the Union. If FTEs are being added to a satellite unit, the Employer will have the option of offering

these hours to current Employees in that satellite unit or posting the additional FTEs as an additional position.

5. The following Articles will be modified as follows:

(a) **Article 8: Probationary Period/Orientation**

Only the actual hours will be counted towards the probationary period. Hours paid but not worked will not contribute towards the probationary period.

(b) **Article 12A: Hours of Work – Full-time Employees**

Employees will be permitted to take time off in lieu of taking scheduled breaks, subject to mutual agreement between the Employer and the Employee, and no penalty will be due therefore. Time taken must "balance" to achieve appropriate total paid hours as per the shift schedule.

Article 12A.04 to be modified as follows: "All shift schedules shall be posted with as much advance notice as possible." Articles 12A.11 and 12A.12 shall not have application during the life of this Collective Agreement.

(c) **Article 24: Employee Benefit Plans**

All benefits will be paid as per the Employee's Formal FTE.

(d) **Article 25: Sick Leave**

Employees will earn sick leave only on the actual hours worked subject to the minimum associated with the Employee's Formal FTE. Sick leave will be paid based on the Employee's Formal FTE.

(e) **Article 29A: Hours of Work - Part-time Employees (Facility)**

Employees will be permitted to take time off in lieu of taking scheduled breaks, subject to mutual agreement between the Employer and the Employee, and no penalty will be due therefore. Time taken must "balance" to achieve appropriate total paid hours as per the shift schedule.

Article 29A.05 to be modified as follows: "All shift schedules shall be posted with as much advance notice as possible." Articles 29A.10 and 29A.12(c) shall not have application during the life of this Collective Agreement.

(f) **Article 29C: Part-time Employees – Sick Leave**

Employees will earn sick leave only on the actual hours worked subject to the minimum associated with the Employee's Formal FTE. Sick leave will be paid only on the regularly scheduled hours of work as per the active shift schedule.

(g) **Articles 40A, 40B and 40C: Extended Work Day**

Employees will be permitted to take time off in lieu of taking scheduled breaks, subject to mutual agreement between the Employer and the Employee, and no penalty will be due therefore. Time taken must "balance" to achieve appropriate total paid hours as per the shift schedule.

An Employee may work a maximum of six (6) extended shifts per week in cases of emergency. Such hours will be paid at straight time provided that the hours do not exceed an average of thirty-eight and three-quarter (**38 3/4**) hours per week over one (1) complete cycle of the shift schedule or the scheduled hours of work for the shift. If the hours worked exceed an average of thirty-eight and three-quarter (**38 3/4**) hours per week over one (1) complete cycle of the shift schedule or the scheduled hours of work for the shift, overtime provisions will be applied.

ON BEHALF OF THE EMPLOYER



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DATE: July 7, 2006

ON BEHALF OF THE UNION



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

**LETTER OF UNDERSTANDING #24**

**BETWEEN**

**CAPITAL HEALTH**

**- and -**


**ALBERTA UNION OF PROVINCIAL EMPLOYEES**

**RE: UNEXPENDED SICK LEAVE FOR LICENSED PRACTICAL NURSES AT  
ROYAL ALEXANDRA HOSPITAL**

The Parties agree as follows:

1. Licensed Practical Nurses who were formally known as Registered Nursing Assistants, Registered Nursing Orderlies, and Nursing Attendants who have previously been entitled to receive pay in the amount of twenty-five percent (25%) of any unexpended sick leave credit on termination, shall continue to be entitled to such, providing that they were employed by the hospital prior to April 1, 1975 and have had five (5) years' continuous permanent employment. "

ON BEHALF OF THE EMPLOYER



ON BEHALF OF THE UNION



DATE: July 7, 2006

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



**LETTER OF UNDERSTANDING #25**

**BETWEEN**

**CAPITAL HEALTH**

**- and -**

**ALBERTA UNION OF PROVINCIAL EMPLOYEES**

**RE: TRANSITIONAL - CAPITAL HEALTH RESIDENT CARE AIDES WHO  
RECEIVED AN INCREASE TO BASIC RATES OF PAY BETWEEN APRIL 1, 2004  
AND MARCH 31, 2005**

The Parties agree that:

1. This Letter of Understanding is applicable to Resident Care Aides employed by the Employer under the collective agreement between the Employer and the Union for employees employed in Community Support that expired March 31, 2004.
2. Under the passage of the *Labour Relations (Regional Health Authority Restructuring) Amendment Act, 2003*, such employees were placed by the Employer in the General Support Services bargaining unit, under which rates of pay for Resident Care Aides were increased by three percent (3%), effective April 1, 2004. Subsequent to such increases, the Employer agreed to place Resident Care Aides in the Auxiliary Nursing bargaining unit.
3. Resident Care Aides shall not receive any additional increases for the period of April 1, 2004 to March 31, 2005, pursuant to this Collective Agreement.
4. This Letter of Understanding expires on the last day of the term of this Collective Agreement, or the ratification date of the next Collective Agreement, whichever is later.

ON BEHALF OF THE EMPLOYER



ON BEHALF OF THE UNION



DATE: July 7, 2006

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

**LETTER OF UNDERSTANDING #26**

**BETWEEN**

**CAPITAL HEALTH and CARITAS HEALTH GROUP**

**- and -**

**ALBERTA UNION OF PROVINCIAL EMPLOYEES**

**E: TRANSFER AND SEVERANCE OFFERING**

The Parties agree that:

1. The following transfer and severance provisions will be applicable where:
  - (a) services or programs are moved from a site(s) in one bargaining unit to a site(s) in another bargaining unit, where the respective site(s) are operated by different Employers (i.e., Capital Health and Caritas Health Group); and
  - (b) services or programs are moved between different bargaining units operated by the Caritas Health Group.

**Transfers**

2. For the purpose of this Letter of Understanding, the term "program" includes services or a part of a program or service.
  - (a) When a program is transferred from one (1) site (Sending Site) to another site in a different bargaining unit (Receiving Site), Employees directly affected by the transfer shall be entitled to transfer to available positions created at the Receiving Site as a result of the transfer, provided Employees have the ability to perform the work at the Receiving Site.
  - (b) If there are insufficient positions available, in total, between vacancies at the Sending Site and additional positions at the Receiving Site, a severance offering shall be made to Employees directly affected by the transfer between sites, available up to a maximum of the difference between the total full-time equivalencies (FTEs) available, and the total FTEs being reduced. The severance offering shall be in accordance with Point 3 below.
  - (c) When a program is transferred from one (1) site to another, and there will be layoffs following a severance offering as a result of the transfer, layoffs shall occur at the Sending Site.

- (d) When a program is transferred from one (1) site to another, the Employer at the Sending Site (Sending Employer) shall first seek Employees from the program who wish to transfer voluntarily to available positions at the other site, provided they have the ability to perform the work. An Employee shall have the right to request not to transfer, by providing the Sending Employer with the reasons for not wanting to transfer. Such request shall not be unreasonably denied, but where the granting of the request would jeopardize the viability of the program, the request may be denied, and the Sending Employer may require Employees to transfer to available positions at the other site, to the extent necessary to ensure the viability of the program, beginning with the least senior Employees affected by the transfer, subject to their ability to perform the work. In the event of denial of a request not to transfer, the Employee shall have the right to submit a dispute in accordance with the procedure in Article 37: Grievance Procedure.
- (e) In circumstances where the Sending Employer has no other viable option, or where mutually agreed by the Sending Employer and the Union, the Employee shall be required to undergo the transfer until the dispute is decided.
- (f) Employees who transfer with a program pursuant to paragraph 2(d) above are transferring to positions which would not have been available to Employees on recall.
- (g) When a transfer of a program occurs, the Sending Employer shall advise affected Employees and the Union at least twenty-one (21) days in advance of the transfer. Within five (5) days of receipt of notice, Employees shall advise the Sending Employer whether or not they wish to transfer, subject to paragraph 2(d) above.
- (h) Employees who transfer with a program shall not be required to re-serve probation periods or waiting periods for benefit plans, and shall transfer their accrued seniority and pension entitlements, and their unused vacation and illness leave. Such Employees' seniority and other transferred entitlements shall be converted to entitlements at the Receiving Site, and shall accumulate after the transfer in accordance with Collective Agreement provisions at the Receiving Site.
- (i) Subject to the application of paragraph 2(d) above, Employees who elect not to transfer and those not able to move or remain with their program, will be provided with the appropriate notice and access to the appropriate layoff or displacement provisions in their respective Collective Agreement. All transferring positions will be included as available vacancies to the respective layoff/recall process.
- (j) When there is more than one (1) Sending Site the principle of proportionality shall apply to filling of positions at the Receiving Site. Positions shall be offered first to eligible Employees of the transferring program in proportion to the number of FTE positions directly affected by the transfer.

For example, if the Misericordia Hospital (Community Health Centre) will reduce by six (6) FTEs in a directly affected program, and the Grey Nuns Hospital (Community Health Centre) will reduce by four (4) FTEs, then as a guideline, sixty percent (60%) of the positions at the Receiving Site would be offered to eligible Misericordia Employees and forty percent (40%) would be offered to eligible Grey Nuns Employees.

- (k) The Parties may enter into individual, specific transfer agreements consistent with the terms herein. However, in the absence of an individual transfer agreement, the terms herein shall apply to a program transfer.

### **Severance**

- 3. (a) The timing and extent of application periods for the severance offering upon transfers between sites shall be determined by the Sending Employer. The program, when offered by the Sending Employer, shall 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, and directly affected by the program transfer between sites.
- (b) An approved severance shall be calculated as follows:
  - (i) the equivalent of two (2) weeks regular salary for each full year of continuous service to a maximum payment of forty (40) weeks;
  - (ii) regular salary = (regularly scheduled hours of work as at date of application for the program) X (Basic Rate of Pay);
  - (iii) for the purposes of the program, continuous service will be calculated from the last date of hire recognized with the Sending Employer.
- (c) The Sending Employer shall have the right to accept or reject any application for severance based on operational requirements. Subject to operational requirements, and the application of paragraph 2(d) above, if there are more Employees wishing to take severance than there are positions to be eliminated, severance will be granted in order of seniority. Severance will not be approved if termination of the Employee does not directly result in the permanent elimination of the Regular Employee's FTE, or a comparable FTE. The Sending Employer reserves the right to determine the date of termination and, once approved, the decision to take severance and terminate employment is irrevocable.
- (d) Employees on full layoff shall not be eligible to apply for severance. The Sending 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 Sending Employer that they are fit to return to work.

- (e) Regular Employees whose applications for severance are approved will terminate their employment and have no right of recall under the applicable Collective Agreement or this Letter of Understanding. Employees whose applications for severance are approved will not be eligible for rehire by the Sending Employer, the Receiving Employer, or any Employer funded directly or indirectly by the Sending or Receiving Employer, for the period of severance. Employees may be considered for hire by any of the Employers noted above, provided they repay the Sending Employer the difference, if any, between the time they were unemployed and the length of time for which the severance was paid.


ON BEHALF OF THE EMPLOYER



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DATE: July 7, 2006

ON BEHALF OF THE UNION



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

**LETTER OF UNDERSTANDING #27**

**BETWEEN**

**PALLISER HEALTH REGION, DAVID THOMPSON HEALTH REGION, CAPITAL  
HEALTH AND PEACE COUNTRY HEALTH**

**- and -**

**ALBERTA UNION OF PROVINCIAL EMPLOYEES**

**RE: TRANSITIONAL - HOURS OF WORK -  
ESIC TED DAYS OF REST FOR PART-TIME EMPLOYEES**

The Parties agree:

1. This Letter of Understanding applies to Part-time Employees at the following sites (Affected Sites):
  - Palliser Health Region - previous Health Authority #5/HSAA Community Support
  - David Thompson Health Region - previous Health Authority #5/HSAA Community support
  - Capital Health - Royal Alexandra Hospital
  - Peace Country Health - Valleyview Health Centre
  - Peace Country Health - High Prairie Health Complex
  - Peace Country Health - Beaverlodge Municipal Hospital
  - Peace Country Health - Hythe Nursing Home
  - Peace Country Health - Peace River Hospital
2. Under the terms of the Collective Agreement between the Provincial Health Authorities of Alberta and the Alberta Union of Provincial Employees expiring March 31, 2004, or Employer practice at an Affected Site in effect one (1) day prior to the ratification date of this Collective Agreement (Provisions and Practices), a Part-time Employee at an Affected Site had scheduled designated days of rest and was paid at overtime rates for working on a designated day of rest where the Employee had not volunteered or agreed to do so.
3. The Provisions and Practices for designated days of rest for Part-time Employees shall continue in effect until March 31, 2007.

4. On April 1, 2007, the Provisions and Practices shall no longer be in effect and the strict provisions of the Collective Agreement shall apply, including:

- Article 12A: Hours of Work (facility)
- Article 12B: Hours of Work (community and mental health clinic)
- Article 29A: Hours of Work Part-time Employees (facility)
- Article 29B: Hours of Work Part-time Employees (community and mental health clinic)
- Article 29C: Regular Part-time Employees
- Article 40A: Extended Work Day – Full-time Employees
- Article 40B: Extended Work Day – Part-time Employees
- Article 40C: Extended Work Day – Casual Employees

ON BEHALF OF THE EMPLOYER



ON BEHALF OF THE UNION



DATE: July 7, 2006

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

**LETTER OF UNDERSTANDING #28**

**BETWEEN**

**PEACE COUNTRY HEALTH**

**- and -**


**ALBERTA UNION OF PROVINCIAL EMPLOYEES**

**RE: MONTHLY ALLOWANCE FOR PERSONAL SUPPORT TEAM LEADERS**

The Parties agree as follows:

1. Employees employed as Personal Support Team Leaders with the Employer assume additional responsibilities.
2. In recognition of these additional responsibilities, a Personal Support Team Leader shall be paid a sum of two hundred dollars (\$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.
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.
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.
5. A Personal Support Team Leader is not eligible for, and shall not receive, the premium provided under Article 18.02 in Article 18: Temporary Assignments.

ON BEHALF OF THE EMPLOYER



ON BEHALF OF THE UNION



DATE: July 7, 2006

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



## **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)**

### **Chinook Health Region**

- All employees when employed in auxiliary nursing care except employees at Raymond General Hospital
- *All employees at the Coaldale Health Care Centre when employed in auxiliary nursing care*

### **Palliser Health Region**

- All employees when employed in auxiliary nursing care

### **Calgary Health Region**

- *All employees when employed in auxiliary nursing care - Mineral Springs Hospital, Banff*

### **David Thompson Health Region**

- All employees when employed in auxiliary nursing care except employees at Bentley Care Centre, Rimbey Hospital and Care Centre, Eckville Community Health Centre, Elnora Community Health Centre, Lacombe Community Health Centre, Olds Community Health Centre, Ponoka Community Health Centre, Red Deer 49th Street Community Health Centre, Red Deer Bremner Avenue Community Health Centre, Rimbey Community Health Centre, Rocky Mountain House Community Health Centre, Sylvan Lake Community Health Centre, Sundre Community Health Centre, and Employees in community at Innisfail Health Centre
- *All employees when employed **in** auxiliary nursing care - Our Lady **&** the Rosary Hospital, Castor*
- *All employees when employed in auxiliary nursing care - St. Mary's Health Care Centre, Trochu*

### **East Central Health**

- All employees when employed in auxiliary nursing care
- *All employees when employed **in** auxiliary nursing care at Killam Health Care Centre - Killam General Hospital (Sisters **&** St. Joseph)*
- *All employees when employed **in** auxiliary nursing care - Lamont Health Care Centre*
- *All employees when employed **in** auxiliary nursing care - St. Joseph's General Hospital*
- *All employees when employed in auxiliary nursing care - St. Mary's Hospital, Camrose*

## **APPENDIX A**

### **Capital Health**

- All employees when employed in auxiliary nursing care
- *All employees in auxiliary nursing care employed by the employer operating the Grey Nuns Hospital (Community Health Centre) and the Edmonton General Hospital*
- *All employees in auxiliary nursing care employed by the employer operating the Misericordia Hospital (Community Health Centre)*

### **Aspen Regional Health**

- All employees when employed in auxiliary nursing care
- *All employees when employed in auxiliary nursing care - Bonnyville Health Centre*

### **Peace Country Health**

- All employees when employed in auxiliary nursing care

### **Northern Lights Health Region**

- All employees when employed in auxiliary nursing care

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